

**MINUTES  
BOX ELDER COUNTY COMMISSION  
NOVEMBER 19, 2024**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **NOVEMBER 19, 2024**. The following members were present:

Lee Perry	Chairman
Boyd Bingham	Commissioner (Via Telephone)
Stan Summers	Commissioner
Marla R. Young	Clerk

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 11:20 a.m.

The regular session was called to order by Chairman Perry at 11:30 a.m. with the following members present, constituting a quorum:

Lee Perry	Chairman
Boyd Bingham	Commissioner (Via Telephone)
Stan Summers	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Summers.

The Pledge of Allegiance was led by Fire Marshal Kevin Lloyd.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF OCTOBER 23, 2024 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SUMMERS, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

**ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**

**Thatcher/Penrose Fire Department - Commissioners**

Commissioner Summers explained the Thatcher/Penrose Fire Department has lost their funding and the state is mandating the county fund it. The fire department takes care of 900 square miles in the county. He stated they need to add these funds to the budget.

Auditor Shirlene Larsen stated she needs the numbers by the December 4, 2024 meeting.

**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**

**Cell Tower Lease Agreement - Stephen Hadfield**

Attorney Stephen Hadfield explained the Commission had some concern about the terms of a fifteen year lease versus a thirty year lease. He stated the agreement is essentially an agreement to agree. He stated the agreement is that they would pay the county \$600.00 per month but will increase over the years. He stated they are giving a \$15,000.00 bonus to renew the contract.

The Commissioners discussed going through a negotiating process and suggested bringing it back on the December 4, 2024 agenda.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management items discussed.

**BOX ELDER COUNTY EMPLOYEE RECOGNITION**

Chairman Perry read a letter of nomination for Miranda Martinez. He stated she is a part-time employee who cleans the courthouse and frequently substitutes at the other buildings. She never complains and goes well above and beyond. She takes great care in acquiring products that are good for those who may be sensitive to fragrances. She said they are grateful for the good service she provides.

The Commissioners presented Miranda Martinez with a certificate.

**ARPA/LATCF**

**Extend ARPA Funds Through 2026-Chairman Perry**

This item was canceled.

**PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

**Property Tax Questions About the Tithing Building Recently Purchased-Susan Neidert**

Susan Neidert of the Brigham City Fine Arts Center gave some statistics of people served by the Fine Arts Center. She stated they have had the opportunity to purchase the property next to them to expand their services. She explained they have been in the process for over a year but the quit claim deed was not provided until June 27, 2024. She stated they are tax exempt as they are a non-profit organization. She said when she got the tax notice, there are taxes owed for the portion of the year that they didn't own the property and asked the Commission to waive the taxes for the first half of the year.

Treasurer Shaun Thornely explained that when a property goes from taxable status to exempt part way through the year, they are only taxed for the portion of the year that it should be taxed.

Commissioner Bingham expressed concern that the county is in the process of having to go through Truth in Taxation. He said it is hard to waive taxes when the county is having challenges with having to raise taxes.

**MOTION:** Commissioner Summers made a motion to waive the partial year tax due to the exempt status of the Fine Arts Center. The motion was seconded by Chairman Perry. The motion carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Nay, and Commissioner Summers voting Yea.

**ATTORNEY'S OFFICE**

**Agreement #24-41 to Hire Layne Huff as the Contracted Public Defense Attorney for the Box Elder County Drug Court-Stephen Hadfield**

Public Defender Manager Mike McGinnis stated Agreement #24-41 is to hire a new attorney for drug court.

**Agreement #24-40 to Hire John Rogers as the Contracted Public Defense Attorney for the District Court-Stephen Hadfield**

Public Defender Mike McGinnis explained they have had a public defender leave and Agreement #24-40 is to hire John Rogers to take the place of the defending attorney leaving. The contract starts December 1, 2024.

**MOTION:** Commissioner Summers made a motion to approve Agreement #24-4 and Agreement #24-40. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 2- Agreement #24-41**

**ATTACHMENT NO. 3 - Agreement #24-42**

**Recess to hold an RDA Meeting**

**MOTION:** Commissioner Summers made a motion to move into an RDA meeting. The motion was seconded by Commissioner Bingham and an RDA meeting convened.

**AUDITOR'S OFFICE**

Chairman Perry stated the Commission needs to adopt the 2025 Tentative Budget as presented in the previous Commission meeting.

**MOTION:** Commissioner Bingham made a motion to adopt the 2025 Tentative Budget. The motion was seconded by Chairman Perry and the motion carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Nay.

**Resolution #24-18 for Property Tax Increase for the General Fund-Shirlene Larsen**

Auditor Shirlene Larsen stated Resolution #24-18 proposes the certified tax rate as .001371. It will mean an increase in tax revenue of \$1,145,000.00 or a 12.54 percent increase for the coming fiscal year 2025.

Chairman Perry stated they know there will be a half million dollar increase in insurance costs. We will also have to turn back \$400,000.00 to \$800,000.00 from centrally assessed taxes over paid by Ruby Pipeline. He said they are working to modify the budget to cut out things so that the budget won't be as high. He said the original resolution was going to be over 21%.

**MOTION:** Commissioner Bingham made a motion to approve Resolution #24-18. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Nay.

**ATTACHMENT NO. 4 - Resolution #24-18**

**Resolution #24-19 for Property Tax Increase for the Library Fund-Shirlene Larsen**

Auditor Shirlene Larsen explained the certified rate for the Library fund has been .000093 and is being raised to .000102. It will generate \$40,000.00 in additional revenue or a 10.14 percent increase for fiscal year 2025.

**MOTION:** Commissioner Summers made a motion to approve Resolution #24-19. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 5 - Resolution #24-19**

**Public Hearing for 2025 Tentative Budget-Shirlene Larsen**

Auditor Shirlene Larsen explained changes made to the tentative budget since the last public hearing. She gave new numbers based on the reduction in property taxes. She stated they made changes to the cost of living bringing it to 3% and the Commissioners will freeze their salary. They have cut the purchase of a new Bookmobile, the search and rescue building addition and reskinning, and removed one fleet vehicle from their request. She said they are still working on final numbers.

Chairman Perry stated they are still looking for ways to cut the budget.

Chairman Perry opened the Public Hearing.

**DeAnna Hardy of Brigham City** stated she appreciates the Commission not doing the full increase but 12.54% is still quite a bit as many are on fixed incomes that cannot handle it. She stated the Bookmobile should go to the free market and they need to stop forcing others to pay for books that are immoral or history is distorted or rewritten. She feels they should not have continued to take the cost of living at 3%. The people aren't getting a cost of living, they are just getting taxed and fees increased. There are a lot more things they can do. She said she has been here fourteen years and has seen the county grow in size and cost in government. She has been a strong advocate for the county to reduce the size and cost of government, but is continually ignored.

**Jeff Sanders of Bothwell** thanked the Commission for the increased support of the Bookmobile. He stated his family has used it as he lives in the rural part of the county. He wanted to show his support for the Bookmobile.

**Bruce Royer of Brigham City** stated he is new to this process and has recently moved from Southern Utah. He said in looking at the numbers he is confused on the starting salaries of elected officials. He compared the salaries to school teachers and feels county employees are making double that of teachers. He said he appreciates that the Commission left their salaries the same. He said when taxes are jacked up by 12% or 2%, he is not getting the same adjustments in his income. He said he wished they would look at the numbers and remember the people they are dealing with.

**MOTION:** Commissioner Summers made a motion to close the public hearing. The motion was seconded by Commissioner Bingham and the hearing was closed.

Chairman Perry stated they are continually looking at costs and trying to find ways to cut the budget. He said they plan to discuss the Bookmobile further with those who use the service. They won't be able to hold a special election but they will find a way to get public input.

Commissioner Summers commented that the State Legislature needs to look for ways to help those on fixed incomes and freeze taxes on those who are retired or a veteran. He stated the Bookmobile has been in operation for 65 years and it has been a way for those who don't have access to books to be able to have access. He commended the Bookmobile for working on a shoe string budget.

**COMMISSIONERS**

**2025 Holiday Schedule-Chrisee Bennett**

Commission Secretary Chrisee Bennett presented the 2025 Holiday Schedule. She stated the county follows the state guidelines concerning the Juneteenth holiday which would most likely be June 16th.

**2025 Landfill Schedule-Chrisee Bennett**

Commission Secretary Chrisee Bennett presented the Landfill Schedule for 2025. She stated the landfill is only closed on Federal Holidays and it will close early on Juneteenth and work a full day on June 16, 2024.

**2025 Meetings Schedule-Chrisee Bennett**

Commission Secretary Chrisee Bennett presented the 2025 Meetings Schedule.

Chairman Perry stated they need to make adjustments to the Commission meeting schedule. Commission meetings will be on the 2nd and 4th Wednesdays except in November and December to adjust for the holidays. The 2nd Wednesday will be the evening meeting and the 4th Wednesday will be the daytime meeting.

**MOTION:** Commissioner Summers made a motion to approve the 2025 Holiday Schedule, 2025 Landfill Schedule, and the 2025 Meetings Schedule. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 6 - 2025 Holiday Schedule**

**ATTACHMENT NO. 7 - 2025 Landfill Schedule**

**ATTACHMENT NO. 8 - 2025 Meetings Schedule**

**Recognition of Crash Responder Week November 18th through 22nd-Commissioners**

Chairman Perry read a declaration recognizing Crash Responder Week. He expressed appreciation to first responders and encouraged the public to slow down and move over.

**MOTION:** Commissioner Summers made a motion to approve the declaration recognizing Crash Responder Week as November 18, 2024 through November 22, 2024. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 9 - Declaration for Crash Responder Week**

**COMMUNITY DEVELOPMENT**

**Resolution #24-17: Fee Schedule Update for the Community Development**

**Department-Scott Lyons**

Community Development Director Scott Lyons stated they had a fee study a few months back but they recently realized they did not include fees for amended subdivisions. He said Resolution #24-17 makes modifications to the fee schedule.

**MOTION:** Commissioner Summers made a motion to approve Resolution #24-17. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 10 - Resolution #24-17**

**FIRE DEPARTMENT**

**Approval to use GovFunds for Grant Writing and Search of Grants to Cover Solo Rescue Decon Washer and Extractor for Firefighting Equipment-Kevin Lloyd**

Fire Marshal Kevin Lloyd requested approval to work with GovFunds to build a mobile decon washer and extractor for fire equipment.

**MOTION:** Commissioner Summers made a motion to approve working with GovFunds for grant writing. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.



**Increases to the State Land and Forestry Community Wildfire Protection Plan (CWPP)-Kevin Lloyd**

Tracy Swenson of State Land and Forestry explained updates to the cooperative wildfire system. He stated the contract started in 2016 and has been active all the years since. He explained the plan is that the state picks up the costs for large wildfires. There are changes to the participation commitment. Percentages have gone up. He said it requires a \$1,300,000.00 commitment. They gave a history of what the large wildfires have cost. The county has had historic huge fires because of the size of our county.

**MOTION:** Commissioner Summers made a motion to accept the current CWPP program. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ROAD DEPARTMENT**

**Agreement #24-42 for the Project Related to Removal and Replacement of Collapsed Bridge Culvert on 12000 N, Over the Bear River Canal-Darin McFarland**

Road Supervisor Darin McFarland explained a culvert failed on 12000 North, east of Highway 13. He stated they received bids and recommended Stapp Construction to do the work as they are qualified and can get the project finished prior to the irrigation water being turned on in the spring. There is an April 15, 2025 deadline.

**MOTION:** Commissioner Summers made a motion to approve Agreement #24-42. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 11 - Agreement #24-42**

**PUBLIC COMMENT (No action will be taken at this time)**

Chairman Perry reviewed the guidelines for the Public Comment Period.

**DeAnna Hardy of Brigham City** stated on October 23, 2024, November 6, 2024, and November 13, 2024 Commission meeting there is audio only and no video. She stated on October 23, 2024 the public comment period was not included. She said the Box Elder Committee of Liberty is concerned with all the tax payer dollars being spent on IT and staff. She asked why our video system has failed for three meetings in a row. She said she has witnessed many problems technology has had and said we should consider going back to a paper agenda with an audio recording. She said the Box Elder Committee of Liberty opposes all business partnerships that are coming to our county seeking a public/private partnership. She said public/private partnerships are Facism and Facism is contrary to our Republic form of government. She urged the Commission to stop public/private partnerships.

**Jeff Saunders of Bothwell** stated he believes the Bookmobile is an essential service to the county. He said there have been countless generations that have used the Bookmobile in learning and expanding their knowledge. The Bookmobile is essential for those that are outside the three libraries. He spoke of his elderly mother who delivers meals on wheels to people who rely on the Bookmobile.

**Fred Hayes of Bear River City** stated he supports DeAnna Hardy's comment regarding public/private partnerships. He thanked the Clerk's Office for the great job they did with the election and they do what they are supposed to do. He spoke about the canvass certificate and said we need to go back to single day voting witnessed in precincts. He feels the certificate can't be supported by any ballot count and it is a fraud on the people to declare the election was accurate. He provided the Commission with materials that compared the testing of slot machines to voting machines. He said neither is free from the ability to be manipulated.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 125281 through 125336 in the amount of \$589,801.80.

**PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS**

<b>Employee Name:</b>	<b>Department:</b>	<b>PA Type:</b>	<b>Effective Date:</b>
BLANTHORN, TAWNI	WEED DEPARTMENT	SEPARATION	11/14/2024
RAMIREZ, RICHARD	ROAD DEPARTMENT	SEPARATION	11/14/2024
JENSEN, CARL	LANDFILL	SEPARATION	11/12/2024
GATEHOUSE, CHAD	ROAD DEPARTMENT	COMPENSATION CHANGE	03/25/2024
WEIDMAN, KAYLIE	LANDFILL	NEW HIRE	11/25/2024

**CLOSED SESSION**

There was not a closed session.

**ADJOURNMENT**

A motion was made by Commissioner Summers to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 12:55 p.m.

**ADOPTED AND APPROVED** in regular session this 4th day of December 2024.

  
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Lee Perry, Chairman

  
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Boyd Bingham, Commissioner

  
\_\_\_\_\_  
Stan Summers, Commissioner



ATTEST:

  
\_\_\_\_\_  
Marla R. Young, Clerk



## COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Tuesday, November 19, 2024 at 11:30 AM

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### AGENDA

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Tuesday November 19, 2024 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

**1. ADMINISTRATIVE / OPERATIONAL SESSION**

- A. Agenda Review / Supporting Documents
- B. Commissioners' Correspondence
- C. Staff Reports

**2. CALL TO ORDER 11:30 A.M.**

- A. Invocation Given by: Commissioner Bingham
- B. Pledge of Allegiance Given by: Fire Marshall Kevin Lloyd
- C. Approve Minutes from October 23, 2024

**3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS**

**4. FORMER AGENDA ITEMS**

**5. EMERGENCY MANAGEMENT ISSUES**

**6. BOX ELDER COUNTY EMPLOYEE RECOGNITION**

**7. ARPA/LATCF**

- A. 11:38 Extend ARPA Funds Through 2026-Chairman Perry

**8. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

- A. 11:40 Property Tax Questions About the Tithing Building Recently Purchased-Susan Niedert

**9. ATTORNEY'S OFFICE**

- A. 11:45 Agreement #24-41 to Hire Layne Huff as the Contracted Public Defense Attorney for the Box Elder County Drug Court-Stephen Hadfield
- B. 11:47 Agreement #24-40 to Hire John Rogers as the Contracted Public Defense Attorney for the District Court-Stephen Hadfield

**10. AUDITOR'S OFFICE**

- A. 11:49 Resolution #24-18 for Property Tax Increase for the General Fund-Shirlene Larsen
- B. 11:51 Resolution #24-19 for Property Tax Increase for the Library Fund-Shirlene Larsen
- C. 11:53 Public Hearing for 2025 Tentative Budget-Shirlene Larsen

**11. COMMISSIONERS**

- A. 12:03 2025 Holiday Schedule-Chrisee Bennett
- B. 12:05 2025 Landfill Schedule-Chrisee Bennett
- C. 12:07 2025 Meetings Schedule-Chrisee Bennett
- D. 12:09 Recognition of Crash Responder Week November 18th through 22nd-Commissioners

**12. COMMUNITY DEVELOPMENT**

- A. 12:11 Resolution #24-17: Fee Schedule Update for the Community Development Department-Scott Lyons

**13. FIRE DEPARTMENT**

- A. 12:13 Approval to use GovFunds for Grant Writing and Search of Grants to Cover Solo Rescue Decon Washer and Extractor for Firefighting Equipment-Kevin Lloyd
- B. 12:15 Increases to the State Land and Forestry Community Wildfire Protection Plan (CWPP)-Kevin Lloyd

**14. ROAD DEPARTMENT**

- A. 12:17 Agreement #24-42 for the Project Related to Removal and Replacement of Collapsed Bridge Culvert on 12000 N, Over the Bear River Canal-Darin McFarland

**15. PUBLIC COMMENT (No action will be taken at this time)**

- A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.
- B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.
- C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.
- D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

**16. WARRANT REGISTER**

**17. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE**

**18. CLOSED SESSION**

**19. ADJOURNMENT**

Prepared and posted this 15th day of November, 2024. Mailed to the Box Elder News Journal and the Leader on the 15th of November, 2024. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.



Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

Public Hearing 11-19-2024 - 2025 Tentative Budget

<u>Name</u>	<u>Phone #</u>
Cherie Bennett	435-734-8847
Bruce Royer	435-469-0591
DeAnna Hardy	On Record
James J. Best	435-730-3877
Carla Moser	435-465-5549
Lynne Crockett	435-229-0501
Tracy Swanson	385-245-4607
Kevin Lloyd	435-730-2625
Dusty Richards	435-890-2021
Karen Potter	435-279-5776
Cate Palmer	435-731-7880
Coley [unclear]	Staff
Shawn Thornley	Treasurer
Jean Hammer	Staff
Shirlene Larsen	Staff
Shawn Milne	Contracted staff
Jenica Stander	Staff
Daria McFarland	Staff
Scott Lyons	Staff
FRED HAYES	307-466-2299





**BOX ELDER COUNTY  
AGREEMENT FOR INDIGENT LEGAL  
SERVICES  
PUBLIC DEFENDER CONTRACT (Drug Court)**

THIS AGREEMENT made and entered into this 19<sup>th</sup> day of November 2024, by and between Box Elder County and **LAYNE HUFF** hereinafter referred to as “Public Defender or Defender.”

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a “defense services provider” to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County (“Managing Defender”) who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled

to representation provided by Box Elder County, as well as in cases in which other legal defenders retained by Box Elder County have a conflict of interest.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

- 1) **Oversight by the Managing Defender:** Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:
  - a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
  - b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
  - c. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
  - d. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by the Public Defender for a period of 24 months after a case is closed.
  - e. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.
  - f. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not

limited to, providing information on caseloads and new client appointments.

g. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients, including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from *December 1, 2024, through November 31, 2026. (Twenty-four Months).* Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$3,000** (\$36,000 per year). Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender.
- 3) **Legislative Allocation:** This Agreement is subject to and conditioned upon future legislative allocation of funds by the Box Elder County Commission.
- 4) **Services provided:** This agreement is mainly to provide indigent defense in *the Box Elder First District Court Drug Court*. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.
- 5) **Continuing Legal Education Reporting:** The Public Defender agrees to report

all Continuing Legal Education hours obtained to the Managing Defender. This report must be given to the Managing defender each year on or before the filing deadline set by the Utah State Bar.

- 6) Accessibility & Jail Visits:** The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients reasonably in advance of any hearing or trial.
- 7) Qualifying Indigents:** It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:
- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
  - b. The court has reviewed the affidavit and considered any other pertinent information;
  - c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
  - d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court.

- 8) Non-Indigent Clients:** Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertains to services provided under this Agreement.
- 9) Conflicts of Interest and/or Inability to Represent:** In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender.
- 10) Payment of Expenses:** In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.
- a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.
  - b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender). Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement. Before any expense is incurred, the Public Defender shall obtain the approval of the Managing Defender. Payment for any expense

incurred by the Public Defender and not previously approved by the Managing Defender shall be the sole responsibility of the Public Defender.

- 11) Employment Status/Liability:** Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in effect through the term of this agreement.
- 12) Current Cases:** It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.
- 13) Transition upon Non-Renewal of Contract:** In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law:

  - a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all

applicable files, information, and material to their successor(s).

- b. All matters pending at that time shall become the responsibility of the subsequently appointed Defender provider, subject to the approval of the court.
- c. Any and all cases that are set for trial by the leaving Defender are the responsibility of that Defender even if the trial occurs after their contractual period.

**14) Governing Laws:** This agreement is governed by the state of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah.

**15) Right to Terminate:** This Agreement may be terminated, with or without cause, by either party, upon sixty days written notice. Notice can be through email, mail, or text messages.

**16) Non-Assignability:** This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.

**17) Satisfactory Performance:** The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.

**18) Amendment:** This Agreement may be amended any time by mutual agreement

of the parties, provided that before any amendment is operative or valid, it shall be reduced to writing, and signed by the parties, approved as to form by each party's attorneys, and meet any other applicable requirements of law.

**19) Indemnification:** The Defender shall indemnify and hold harmless Box Elder County, its officer, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, costs of litigation, including reasonable attorney's fees and punitive damages, or liabilities of any kind whatsoever, arising from Defender's failure to provide such services as agreed to in this Agreement, and any negligent or wrongful acts. Such acts include, but are not limited to, malpractice of Defender, its agents, servants or employees in providing services hereunder. To the fullest extent possible under the law, both Defender and Box Elder County agree to indemnify the other party against claims and costs related thereto (including attorney's fees) resulting from injury of any kind arising out of the negligence, wrongful act, or omission of the party. Box Elder County is a governmental entity and nothing in this Agreement shall be interpreted as waiving any rights of Box Elder County and its employees under the Governmental Immunity Act of Utah, Utah Code 63G, Chapter 7.

**20) Severability:** Should any provision of this Agreement be found invalid or unenforceable by any court of competent jurisdiction, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.

**21) Entire Agreement:** This Agreement constitutes the complete and entire agreement between the parties. There are no oral agreements, understandings, promises, or representations between the parties affecting this Agreement. This



Agreement may not be modified or altered except by amendment as indicated in this Agreement.

**22) Captions and Headings:** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.

\_\_\_\_\_  
Layne Huff  
PUBLIC DEFENDER

\_\_\_\_\_  
DATE

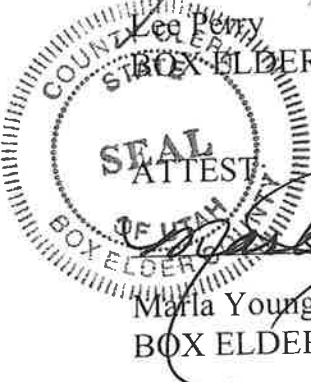
\_\_\_\_\_  
Michael McGinnis  
MANAGING DEFENDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
*Lee Perry*

\_\_\_\_\_  
11-19-2024

DATE

  
Lee Perry  
BOX ELDER COUNTY COMMISSION

\_\_\_\_\_  
*Marla Young*  
Marla Young  
BOX ELDER COUNTY CLERK

\_\_\_\_\_  
11-19-2024

DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
*Stephen R. Hadfield*  
Stephen Hadfield  
BOX ELDER COUNTY ATTORNEY

\_\_\_\_\_  
11/19/24

DATE

**BOX ELDER COUNTY  
AGREEMENT FOR INDIGENT LEGAL  
SERVICES  
PUBLIC DEFENDER CONTRACT (District Court)**

THIS AGREEMENT made and entered into this 19<sup>th</sup> day of November 2024, by and between Box Elder County and **JOHN ROGERS** hereinafter referred to as “Public Defender or Defender.”

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a “defense services provider” to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County (“Managing Defender”) who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled

to representation provided by Box Elder County, as well as in cases in which other legal defenders retained by Box Elder County have a conflict of interest.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

**1) Oversight by the Managing Defender:** Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
- d. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- e. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.
- f. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not

limited to, providing information on caseloads and new client appointments.

- g. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients, including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from December 1, 2024, through November 31, 2026. (Twenty-four Months). Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$7,720** (\$92,640 per year). Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$90 per hour for each hour of trial after the first full day of trial in any felony case (court room time only).
- 3) **Legislative Allocation:** This Agreement is subject to and conditioned upon future legislative allocation of funds by the Box Elder County council.
- 4) **Services provided:** This agreement is mainly to provide indigent defense in district court. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.

- 5) Continuing Legal Education Reporting:** The Public Defender agrees to report all Continuing Legal Education hours obtained to the Managing Defender. This report must be given to the Managing defender each year on or before the filing deadline set by the Utah State Bar.
- 6) Accessibility & Jail Visits:** The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients reasonably in advance of any hearing or trial.
- 7) Qualifying Indigents:** It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:
- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court;
  - b. The court has reviewed the affidavit and considered any other pertinent information;
  - c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
  - d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court.

**8) Non-Indigent Clients:** Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertains to services provided under this Agreement.

**9) Conflicts of Interest and/or Inability to Represent:** In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender.

**10) Payment of Expenses:** In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.

a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.

b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender). Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement. Before any expense is incurred, the Public Defender shall

obtain the approval of the Managing Defender. Payment for any expense incurred by the Public Defender and not previously approved by the Managing Defender shall be the sole responsibility of the Public Defender.

- 11) Employment Status/Liability:** Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in effect through the term of this agreement.
- 12) Current Cases:** It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.
- 13) Transition upon Non-Renewal of Contract:** In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law:

  - a. Public Defender agrees to cooperate with any successor(s). This may



include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).

- b. All matters pending at that time shall become the responsibility of the subsequently appointed Defender provider, subject to the approval of the court.
- c. All cases that are set for trial by the leaving Defender are the responsibility of that Defender even if the trial occurs after their contractual period.

**14) Governing Laws:** This agreement is governed by the state of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah.

**15) Right to Terminate:** This Agreement may be terminated, with or without cause, by either party, upon sixty days written notice. Notice can be through email, mail, or text messages.

**16) Non-Assignability:** This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.

**17) Satisfactory Performance:** The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.

**18) Amendment:** This Agreement may be amended any time by mutual agreement

of the parties, provided that before any amendment is operative or valid, it shall be reduced to writing, and signed by the parties, approved as to form by each party's attorneys, and meet any other applicable requirements of law.

**19) Indemnification:** The Defender shall indemnify and hold harmless Box Elder County, its officer, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, costs of litigation, including reasonable attorney's fees and punitive damages, or liabilities of any kind whatsoever, arising from Defender's failure to provide such services as agreed to in this Agreement, and any negligent or wrongful acts. Such acts include, but are not limited to, malpractice of Defender, its agents, servants or employees in providing services hereunder. To the fullest extent possible under the law, both Defender and Box Elder County agree to indemnify the other party against claims and costs related thereto (including attorney's fees) resulting from injury of any kind arising out of the negligence, wrongful act, or omission of the party. Box Elder County is a governmental entity and nothing in this Agreement shall be interpreted as waiving any rights of Box Elder County and its employee under the Governmental Immunity Act of Utah, Utah Code 63G, Chapter 7.

**20) Severability:** Should any provision of this Agreement be found invalid or unenforceable by any court of competent jurisdiction, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.

**21) Entire Agreement:** This Agreement constitutes the complete and entire agreement between the parties. There are no oral agreements, understandings, promises, or representations between the parties affecting this Agreement. This

Agreement may not be modified or altered except by amendment as indicated in this Agreement.

**22) Captions and Headings:** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.

\_\_\_\_\_  
John Rogers  
PUBLIC DEFENDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Michael McGinnis  
MANAGING DEFENDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
11-19-2024



\_\_\_\_\_  
BOX ELDER COUNTY COMMISSION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
11-19-2024

\_\_\_\_\_  
Marla Young  
BOX ELDER COUNTY CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
Stephen Hadfield  
BOX ELDER COUNTY ATTORNEY

\_\_\_\_\_  
11/19/24

\_\_\_\_\_  
DATE

**RESOLUTION NO. 24-18**

**A RESOLUTION ADOPTING A CERTIFIED TAX RATE FOR BOX ELDER COUNTY FOR FISCAL YEAR 2025 (January 1, 2025 - December 31, 2025)**

**WHEREAS**, Box Elder County has adopted a tentative budget for Fiscal Year 2025; and

**WHEREAS**, the Box Elder County Commission chose to hold a Truth in Taxation Public Hearing on November 13, 2024, in order to explore a certified tax rate different from the rate established by the County as the tax rate for Box Elder County and as a result, the tentative budget will incorporate the updated certified tax rate; and

**WHEREAS**, the County Commission received all competent evidence, and public comment offered in support of and opposed to a proposed tax rate different than what was previously established by the County and it appearing that said hearing was in accordance with the provisions of Utah Code and it also appearing that the adoption of a tax rate will promote the health, safety and general welfare of the community; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of Commissioners of Box Elder County, Utah, that:

**Section 1. Certified Tax Rate.** The certified tax rate of .001200, the 2024 tax rate for Box Elder County is hereby amended to 0.001371, that will generate a property tax revenue amount of \$10,250,279.63 (or an increase of \$1,145,000, 12.54% from 2024's certified tax rate) for Box Elder County for Fiscal Year 2025 (January 1, 2025 - December 31, 2025).

**Section 2.** This resolution shall take effect January 1, 2025.

**PASSED AND ADOPTED** this 19th day of November 2024.

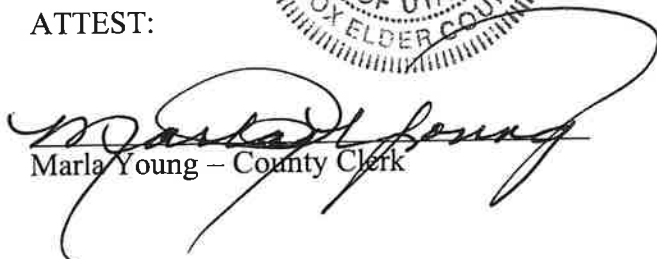
  
Lee Perry, Chairman

**VOTING:**

Perry	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Summers	Yea <input type="checkbox"/>	Nay <input checked="" type="checkbox"/>
Bingham	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>



ATTEST:

  
Marla Young - County Clerk

**RESOLUTION NO. 24-19**

**A RESOLUTION ADOPTING A CERTIFIED TAX RATE FOR BOX ELDER COUNTY LIBRARY FOR FISCAL YEAR 2025 (January 1, 2025 - December 31, 2025)**

**WHEREAS**, Box Elder County has previously adopted a tentative budget for Fiscal Year 2025; and

**WHEREAS**, the Box Elder County Commission chose to hold a Truth in Taxation Public Hearing on November 13, 2024, in order to explore a certified tax rate different from the rate established by the County as the tax rate for Box Elder County Library and as a result, the final budget will be completed after said hearing in order to incorporate the final certified tax rate; and

**WHEREAS**, at the time the tentative budgets were adopted, all requirements set forth under state law were duly and regularly conducted; and

**WHEREAS**, the County Commission received all competent evidence, and public comment offered in support of and opposed to a proposed tax rate different than what was previously established by the County and it appearing that said hearing was in accordance with the provisions of Utah Code and it also appearing that the adoption of a tax rate will promote the health, safety and general welfare of the community; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of Commissioners of Box Elder County, Utah, that:

**Section 1. Certified Tax Rate.** The certified tax rate of .000093, the 2024 tax rate for Box Elder County Library is hereby amended to 0.000102, that will generate a property tax revenue amount of \$434,613.00 (or an increase of \$40,000, 10.14% from 2024's certified tax rate) for Box Elder County for Fiscal Year 2025 (January 1, 2025 - December 31, 2025).

**Section 2.** This resolution shall take effect January 1, 2025.

**PASSED AND ADOPTED** this 19th day of November 2024.


  
Lee Perry, Chairman

**VOTING:**

Perry	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Summers	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Bingham	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>



ATTEST:

  
Marla Young - County Clerk



COUNTY COMMISSIONERS

November 19, 2024

MEMORANDUM

TO: All County Departments
FROM: County Commission Office
SUBJECT: 2025 Holidays

The following days have been declared by the Box Elder County Commission Office to be legal holidays or observed holidays for the year 2025:

Table with 3 columns: HOLIDAY, DATE, DAY. Lists 14 holidays including New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Pioneer Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, County Holiday, Christmas Eve, and Christmas Day.



COUNTY COMMISSIONERS

November 19, 2024

MEMORANDUM

TO: Public
FROM: Box Elder County Commission Office
RE: 2025 Landfill Holidays

The following days are the holidays in 2025 that the Box Elder County Landfill will be closed:

Table with 4 columns: Holiday, Date, Day, Operation. Lists holidays from New Year's Day to Christmas Day with their respective dates, days of the week, and landfill operations (Closed or Close @ 3pm).

Hours of operation: Daily 7:30 a.m. to 5:30 p.m. year round, Saturdays: 7:30 a.m. to 3:30 p.m. "PAY ONCE" for all public non-weighable loads only every Saturday. Closed Sunday





COUNTY COMMISSIONERS

November 19, 2024

**PUBLIC NOTICE**  
**BOX ELDER COUNTY MEETING SCHEDULE – 2025**

Following is a list of regular scheduled meetings of the Box Elder County Commission and Advisory Committees pursuant to Section 52-4-6, Utah Code Annotated 1953.

**BOX ELDER COUNTY COMMISSION:**

Second Wednesday of each month 5:00 p.m.  
Fourth Wednesday of each month 11:30 a.m.

Place: Commission Chambers, Historic County Building, 01 South Main, Brigham City

**BOX ELDER COUNTY PLANNING COMMISSION:**

Every third Thursday of each month 7:00 p.m.

Place: Commission Chambers

**ELECTED OFFICIAL/DEPARTMENT HEAD MEETINGS:**

First Tuesday of each month as needed 10:30 a.m.

Place: Commission Chambers

**BEAR RIVER ASSOCIATION OF GOVERNMENTS (BRAG):**

Governing Board—Fourth Tuesday every other month beginning in January 1:00 p.m.

Place: Cache, Box Elder, or Rich County

**BOX ELDER SPECIAL SERVICE DISTRICT (MINERAL LEASE):**

Quarterly, TBD beginning in March 5:00 p.m.  
Place: Conference Room, Historic County Building

**BOX ELDER COUNTY LIBRARY BOARD:**

Quarterly, TBD  
Place: County Road Shed, 5730 W 8800 N, Elwood

**REDEVELOPMENT AGENCY (RDA)**

Following Commission Meetings as needed

## *Box Elder County Crash Responder Safety Week Declaration Nov 18-22*

*Whereas, Box Elder County has great law enforcement officers, firefighters, emergency medical personnel, road maintenance crews, public service utility workers, and tow operators that place themselves in danger every time they work within inches of vehicles traveling at highway speeds to conduct valuable, life-saving operations often in adverse weather conditions;*

*Whereas, it is imperative that we recognize the incredible service roadway and crash responders provide our County and Communities and promote safer incident scenes through public education and awareness to protect all responders as they courageously work to clear traffic-related incidents;*

*Whereas, Crash Responder Safety Week (CRSW) serves as an opportunity for Box Elder County and all other responders throughout Utah and the United States of America will participate in coordinated efforts to educate the public and bring awareness to first responder safety, and to promote effective Traffic Incident Management strategies and training for first responders;*

*Whereas, the State of Utah reminds drivers of the "Move Over" law (UCA 41-6a-904) which states, 2) (a) The operator of a vehicle, upon approaching a stationary authorized emergency vehicle that is displaying alternately flashing red, red and white, or red and blue lights (and flashing amber lights), shall:*

*(i) reduce the speed of the vehicle;*

*(ii) provide as much space as practical to the stationary authorized emergency vehicle;*

*and*

*(iii) if traveling in a lane adjacent to the stationary authorized emergency vehicle and if practical, with due regard to safety and traffic conditions, make a lane change into a lane not adjacent to the authorized emergency vehicle;*

*Whereas, According to the National Highway Traffic Safety Administration, less than 30% of Americans are aware of move-over laws, and fail to abide by them;*

*Whereas, Utah is committed to effective traffic incident response and management through collaboration and training, which reduces the duration and impacts of traffic incidents and improves the safety of motorists, crash victims and emergency responders; and*

*Whereas, Over 800 first responders have participated in Utah Traffic Incident Management Coalition efforts throughout the state since 2021, and 5,392 or 51% of first responders have completed FHWA TIM Certified training either in person or online by the end of 2023;*

*Whereas, during Crash Responder Week, the State of Utah remembers and honors those national first responders who lost their lives in 2023: 14 Law Enforcement, 8 Fire/EMS, 20 Tow Operators, 3 DOT/SSP, for a total of 45 first responders.*

*Whereas, according to the National Highway Traffic Safety Administration, less than 30% of Americans are aware of move-over laws and fail to abide by them; and*

*Whereas, Box Elder County along with Utah is committed to increasing safety and improving quality of life with effective traffic incident response and management through collaboration and training, which reduces the duration and impacts of traffic incidents and improves the safety of motorists, crash victims, and emergency responders;*

*Now, therefore, We the Box Elder County Commission, Commissioners of Box Elder County, do hereby declare Nov. 18-22, 2024, as Crash Responder Week in Box Elder County, Utah.*

  
Lee Perry, Chairman

Boyd Bingham, Commissioner

  
Stan Summers, Commissioner

**RESOLUTION NO. 24-17**  
**A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION AMENDING**  
**THE PLANNING DEPARTMENT FEE SCHEDULE**

**WHEREAS**, the Box Elder County Commission has previously adopted by resolution a fee schedule for the Box Elder County Planning Department; and

**WHEREAS**, the Box Elder County Land Use Development and Management Code directs that the Box Elder County Commission establish a fee schedule for applications required by the code; and

**WHEREAS**, it is necessary from time to time to update the Planning Department fee schedule to cover the increase in costs to the county to review and regulate land development in the county to protect the Health, Safety and Welfare of the citizens of Box Elder County;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BOX ELDER COUNTY, UTAH**, that the Box Elder County Planning Department Fees shall be as follows:

Site Plan Review Application	\$750.00
Conditional Use Permit Application	\$750.00
Hearing Officer (Appeal/Variance) Application	\$375.00
Small Subdivision (3 lots or less) without Improvements Application	\$750.00
Subdivision: Preliminary Application	\$600.00
Subdivision: Final Application	\$750.00
Subdivision: Amendment/Vacate Application	\$750.00
Subdivision: Agricultural Application	\$375.00
Subdivision Appeal Application	\$150.00 + half of appeal consultant fee cost
General Plan Amendment	\$450.00
Minor (200 words or less) Ordinance Text Amendment Application	\$375.00
Major (201 words or more) Ordinance Text Amendment Application	\$1250.00
Zoning Map Amendment Application	\$750.00
Temporary Use Permit Application	\$190.00
Special Event Permit Application	\$375.00
Vacate a County Road Application	\$750.00
Administrative Conditional Use Permit Application	\$375.00
Floodplain Development Permit Application	\$175.00
Administrative Interpretation Application	\$150.00
Change in Building Use Application	\$75.00
Permitted Use Review Application	\$150.00
Lot Line Adjustment Review Application	\$150.00
Engineering Review Application (engineering consultant fee cost requires a \$500 deposit – if less, the applicant will get reimbursed)	\$150.00 + engineering consultant fee cost

the difference – if more, the applicant will pay the difference before final approval)	
Business License Review Application	\$25.00
Sign Permit – Zone II Application	\$25.00
Sign Permit – Zone III Application	\$375.00
8 ½" x 11" Black and White Copies	\$0.25 per page
8 ½" x 11" Color Copies	\$2.00 per page

**Repeal.** Any previously adopted or approved fee schedule for Planning Department Fees is repealed and replaced with this fee schedule.

**Effective Date.** This Resolution is effective immediately upon its passage and approval.

**PASSED AND ADOPTED** by the County Commission on this 19<sup>th</sup> day of November, 2024.

Commissioner Summers      Yea  Nay   
 Commissioner Bingham      Yea  Nay   
 Commissioner Perry      Yea  Nay

  
 \_\_\_\_\_  
 Box Elder County Commission



Attest:



Marla Young

Box Elder County Clerk

**DOCUMENT 00 52 00**  
**AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between **Box Elder County** ("Owner") and **Stapp Construction, Inc.** ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: *removal and replacement of collapsed bridge culvert on 12000 N, over the Bear River Canal, and any other items required to render the project complete.*

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***12000 North Bridge Culvert Replacement Project***

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Jones & Associates Consulting Engineers.

3.02 The Owner has retained Jones & Associates Consulting Engineers ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work will be substantially completed on or before **April 15, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days following the date of Substantial Completion.

4.03 Damages

A. Liquidated Damages

1. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus

any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

2. Substantial Completion: Contractor shall pay Owner **\$1000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1000.00** for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. Additional Potential Damages
1. In addition to liquidated damages, the Contractor shall also be responsible for any damages incurred by the County as a direct result of a delay beyond the agreed upon contract date of April 15, 2025. This includes but is not limited to, penalties imposed by the canal company, claims or penalties from water users, fines, costs, or damages assessed by the State or any other regulatory authority.
  2. The amount of such damages shall be determined by liabilities incurred by the County including any administrative or legal costs associated. The Contractor agrees to reimburse the County for the full amount of these damages within 30 days following receipt of written notice from the County specifying the damages.
- C. Notwithstanding the foregoing, no liquidated or other potential damages as outlined above shall be assessed against the Contractor if the April 15, 2025, completion date is met.

#### 4.04 Warranty Period

- A. Work will be warranted by the Contractor for one (1) year following the date of the Certificate of Substantial Completion.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

## 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

## 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety-five (95) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

## 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – NOT USED****ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

## 8.01 To induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.



- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Warranty bond.
  - 5. General Conditions (pages 1 to 73, inclusive).

6. Supplementary Conditions.
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: 12000 North Bridge Culvert Replacement Project.
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**10.06 Other Provisions**

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

*[continued on next page]*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on November 12, 2024 (which is the Effective Date of the Contract).

OWNER: BOX ELDER COUNTY

CONTRACTOR: STAPP CONSTRUCTION, INC.

By: Lee Perry

By: Jared Stapp

Title: Commission Chair

Title: President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*



Attest: Jammy P. [Signature]  
Title: Deputy Clerk

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Box Elder County

Stapp Construction, Inc.

1 South Main Street

445 North 700 West, Suite 110

Brigham City, UT 84302

North Salt Lake, UT 84054

License No.: 358047-5501  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

**Cooperative Wildfire System**  
**Participation Commitment Statement for year 2025**  
**for Participating Entity: Box Elder County**

*This statement provides the monetary value of the Participation Commitment the entity is required to meet to maintain active status in CWS.*

**Value of Participation Commitment: \$1,370,405**

**Deadline to complete and return: January 15, 2025**

**INSTRUCTIONS:** Outline the specific Proposed Actions that the Participating Entity plans on taking this year to address the highest wildfire risk. These actions must connect directly to the Entity's approved Community Wildfire Preparedness Plan and meet the intent of CWS. Include the Category (Mitigation, Preparedness, Prevention) and the Estimated Value that will be attributed to this year alone.

	Proposed Action	CWPP Goal	Category	Value this Year
1)				
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				

**Why are these actions the most impactful way to reduce wildfire risk for this PE?**

Consider the highest wildfire risk areas within the boundary and the values to protect from the threat of wildfire.

Answer



Utah Division of Forestry, Fire and State Lands  
 1594 West North Temple  
 P.O. Box 145703  
 Salt Lake City, UT 84114

**Utah Division of Forestry, Fire and State Lands**

\_\_\_\_\_  
Area Manager Signature

\_\_\_\_\_  
Print Name

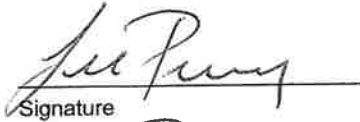
\_\_\_\_\_  
Date

\_\_\_\_\_  
CWS Manager Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Participating Entity Official Representative**

  
Signature

Lee Perry - Commissioner  
\_\_\_\_\_  
Print Name and Title

Nov. 19, 2024  
\_\_\_\_\_  
Date

*By signing this document, the Participating Entity and FFSL agree that these proposed actions adhere to the intent of CWS to reduce the impact of catastrophic wildfire to local communities.*



Utah Division of Forestry, Fire and State Lands  
1594 West North Temple  
P.O. Box 145703  
Salt Lake City, UT 84114

**Cooperative Wildfire System  
2025 Participation Commitment Calculation  
for Participating Entity: Box Elder County**

**TOTAL PARTICIPATION COMMITMENT: \$1,370,405**

*Participation Commitment is calculated by adding the Risk Assessment by Acres to the  
Historic Fire Cost Average in each jurisdiction, per R652122300 (2017).*

**WILDFIRE RISK ASSESSMENT**

	Medium Risk	Acres	High Risk	Acres	Cost
<b>Municipal</b>	<b>\$2.00</b>		<b>\$3.50</b>		\$0
<b>County</b>	<b>\$0.38</b>	447128	<b>\$0.51</b>	175972	\$259,654
			<b>TOTAL:</b>		<b>\$259,654</b>

**HISTORIC FIRE COST AVERAGE**

Year	Nominal Fire Suppression Costs	Inflation Rate	Real Fire Suppression Costs
2014	\$15,913	1.32	\$21,005
2015	\$107,059	1.32	\$141,318
2016	\$2,292,275	1.30	\$2,979,958
2017	\$433,016	1.27	\$549,930
2018	\$3,010,771	1.24	\$3,733,356
2019	\$2,348,572	1.23	\$2,888,743
2020	\$1,485,702	1.20	\$1,782,843
2021	\$439,736	1.18	\$518,889
2022	\$1,406	1.10	\$1,546
2023	\$3,221	1.03	\$3,317

**AVERAGE (removing the high year and low year): \$1,110,750**

**PC CALCULATION**

Wildfire Risk Assessment	\$259,654
(+) Historic Fire Cost Average	\$1,110,750
(=) Participation Commitment	\$1,370,405
(+) Previous Year(s) Unmet PC	
(-) Cap Reduction	

*Instructions: shaded areas must be adjusted annually by FFSL Finance. Do not edit unshaded cells.  
"Cap Reduction" must be approved by FFSL Director.*



Utah Division of Forestry, Fire and State Lands  
1594 West North Temple  
P.O. Box 145703  
Salt Lake City, UT 84114

**Totals from Columns**

<b>2014</b>	<b>\$15,913</b>	column C	<i>taken from previous PC Statement</i>
<b>2015</b>	<b>\$107,059</b>	column D	<i>taken from previous PC Statement</i>
<b>2016</b>	<b>\$2,292,275</b>	column E	
<b>2017</b>	<b>\$433,016</b>	column F	
<b>2018</b>	<b>\$3,010,771</b>	column G	
<b>2019</b>	<b>\$2,348,572</b>	column H	
<b>2020</b>	<b>\$1,485,702</b>	column I	
<b>2021</b>	<b>\$439,736</b>	column J	
<b>2022</b>	<b>\$1,406</b>	column K	
<b>2023</b>	<b>\$3,221</b>	column L	

Incident Name	Incident Number	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Parson	NVECFX-010112	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$107,272.33	\$0.00	\$0.00	\$0.00
Goose Creek	NVEKD-010229	\$0.00	\$0.00	\$0.00	\$0.00	\$37,908.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Martha	UTBRS-000223	\$0.00	\$0.00	\$0.00	\$0.00	\$75.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Marble Hills	UTBRS-000340	\$0.00	\$453.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Devils Playground 2 North	UTBRS-000644	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,354.44	\$0.00	\$0.00
Dane Springs	UTBRS-000520	\$0.00	\$0.00	\$0.00	\$121.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Honeyville	UTBRS-000814	\$0.00	\$0.00	\$0.00	\$229.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Haramoto	UTBRS-000477	\$0.00	\$86.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Peplin	UTBRS-000235	\$0.00	\$0.00	\$30,620.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bovine	UTBRS-000464	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83,206.85	\$0.00	\$0.00	\$0.00	\$0.00
MM 39 Pullout	UTBRS-000763	\$0.00	\$0.00	\$0.00	\$266.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Locomotive Springs	UTBRS-000320	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$208.95	\$0.00	\$0.00	\$0.00
Lynn	UTBRS-001055	\$0.00	\$0.00	\$0.00	\$9,980.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Morris	UTBRS-000908	\$0.00	\$0.00	\$0.00	\$20,189.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Garn	UTBRS-000882	\$0.00	\$0.00	\$0.00	\$26,886.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Russell	UTBRS-000483	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,776.61	\$0.00	\$0.00	\$0.00	\$0.00
Cold Water 68	UTBRS-000194	\$0.00	\$0.00	\$743.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Goring	UTBRS-000714	\$0.00	\$0.00	\$0.00	\$0.00	\$598,841.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Kelton	UTSLD-000886	\$0.00	\$0.00	\$0.00	\$16,380.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cedar Hills	UTBRS-000409	\$0.00	\$0.00	\$0.00	\$1,108.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mitten Peak	UTBRS-000042	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97.49	\$0.00	\$0.00
Matlin	UTBRS-000201	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,080.15	\$0.00	\$0.00	\$0.00
Black Hills	UTBRS-000793	\$0.00	\$0.00	\$0.00	\$916.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5900 North	UTBRS-000442	\$0.00	\$218.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Promontory #7	UTBRS-000498	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$209.25	\$0.00	\$0.00	\$0.00	\$0.00
Goldman	UTBRS-000774	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,661.76	\$0.00	\$0.00	\$0.00
Messix Canyon	UTBRS-000573	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$383,571.45	\$0.00	\$0.00	\$0.00
Etna	UTBRS-000638	\$0.00	\$0.00	\$0.00	\$103,514.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RIDGE	UTSLD-000715	\$0.00	\$0.00	\$0.00	\$0.00	\$9,154.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Shelter Pass	UTBRS-000522	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$542,603.16	\$0.00	\$0.00	\$0.00	\$0.00
Rosebud	UTBRS-000776	\$0.00	\$0.00	\$0.00	\$0.00	\$104,897.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Western Metal	UTBRS-000994	\$0.00	\$0.00	\$0.00	\$0.00	\$158.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Muddy Creek	UTBRS-000699	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520.75	\$0.00	\$0.00	\$0.00
Pocatello Valley	UTBRS-000438	\$0.00	\$0.00	\$9,488.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Promontory	UTBRS-000227	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$98,254.20	\$0.00	\$0.00	\$0.00
Little Birch Creek	UTBRS-000619	\$0.00	\$0.00	\$0.00	\$0.00	\$2,688.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jensen	UTBRS-200411	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,921.37
Clark	UTBRS-000172	\$0.00	\$543.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
362	UTBRS-000810	\$0.00	\$0.00	\$5,008.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cold Water	UTBRS-001089	\$0.00	\$0.00	\$0.00	\$0.00	\$294.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hurd	UTBRS-000879	\$0.00	\$0.00	\$0.00	\$3,308.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coyote	UTSLD-000454	\$0.00	\$0.00	\$0.00	\$95,775.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sundown	UTBRS-000759	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$305,390.71	\$0.00	\$0.00	\$0.00
Blue Creek	UTBRS-000683	\$0.00	\$29,679.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pine Creek Basin	UTBRS-000744	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$932.86	\$0.00	\$0.00	\$0.00	\$0.00
Broad Mouth	UTBRS-000576	\$0.00	\$0.00	\$2,179,894.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
102	UTBRS-000038	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$262.78	\$0.00
Hansel Point	UTBRS-000712	\$0.00	\$0.00	\$0.00	\$0.00	\$475,144.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CO-OP	UTBRS-000318	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$606.00	\$0.00	\$0.00	\$0.00	\$0.00
Field	UTBRS-000596	\$0.00	\$0.00	\$0.00	\$0.00	\$1,833.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Buttars	UTBRS-000397	\$0.00	\$0.00	\$276.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jump	UTBRS-001127	\$0.00	\$0.00	\$0.00	\$242.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board Ranch	UTBRS-000571	\$0.00	\$0.00	\$0.00	\$285.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Morris	UTBRS-000514	\$0.00	\$0.00	\$0.00	\$0.00	\$224.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Selmon	UTBRS-000893	\$0.00	\$0.00	\$0.00	\$1,542.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Washakie	UTBRS-000387	\$0.00	\$0.00	\$28.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rowe	UTBRS-000763	\$0.00	\$0.00	\$369.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Black Pine	UTBRS-000568	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$434,626.64	\$0.00	\$0.00
Cove Canyon	UTBRS-000551	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$416.15	\$0.00
Faust Valley	UTBRS-000242	\$0.00	\$0.00	\$0.00	\$0.00	\$514.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Rough Canyon	UTBRS-000342	\$0.00	\$0.00	\$0.00	\$0.00	\$1,065,881.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Promontory #1	UTBRS-000492	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,955.92	\$0.00	\$0.00	\$0.00	\$0.00
Promontory #6	UTBRS-000497	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$346.72	\$0.00	\$0.00	\$0.00	\$0.00
Lake Ridge #3	UTBRS-000489	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,697.49	\$0.00	\$0.00	\$0.00	\$0.00
Radio Hill	UTBRS-000322	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,067,997.13	\$0.00	\$0.00	\$0.00	\$0.00
Hogup West	UTSLD-000479	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,218.97	\$0.00	\$0.00	\$0.00	\$0.00
Prospect Springs	UTBRS-000525	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$397,444.75	\$0.00	\$0.00	\$0.00	\$0.00
RMP 2	UTBRS-000566	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$317.35	\$0.00	\$0.00	\$0.00	\$0.00
Structure Assist	UTBRS-000441	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$223.32	\$0.00	\$0.00	\$0.00	\$0.00
Lucin	UTBRS-000265	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,573.18	\$0.00	\$0.00	\$0.00
Fisher Wash	UTBRS-000624	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$303.33	\$0.00
Murray Hill	UTBRS-000232	\$0.00	\$0.00	\$0.00	\$37,408.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cobble Crest	UTBRS-000738	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.61	\$0.00
Morris Ranch	UTBRS-000587	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$249.78	\$0.00	\$0.00	\$0.00	\$0.00
Peplin	UTSLD-000203	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,660.30	\$0.00	\$0.00	\$0.00
I-15 376	UTBRS-000167	\$0.00	\$0.00	\$363.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Curlew	UTBRS-000484	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$548.74	\$0.00	\$0.00	\$0.00	\$0.00
Rocky Ridge	UTUWF-000468	\$0.00	\$0.00	\$58,002.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Stream	UTSLD-000352	\$0.00	\$0.00	\$0.00	\$38,675.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wildcat	UTSLD-000620	\$0.00	\$0.00	\$0.00	\$25,422.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Road Canyon	UTBRS-000420	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$967.01	\$0.00	\$0.00	\$0.00	\$0.00
Playground	UTBRS-000502	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,340.27	\$0.00	\$0.00	\$0.00	\$0.00
UTTR	UTTDAQ-000171	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$114.68	\$0.00	\$0.00	\$0.00	\$0.00
Sewer	UTBRS-000360	\$0.00	\$0.00	\$0.00	\$847.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cedar Springs	UTBRS-000699	\$0.00	\$0.00	\$0.00	\$0.00	\$100.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Howell Divide	UTBRS-000352	\$0.00	\$0.00	\$0.00	\$0.00	\$4,981.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Keg Mountain	UTBRS-000392	\$0.00	\$2,084.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Christensen	UTBRS-000623	\$0.00	\$179.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Church Farm	UTBRS-000562	\$0.00	\$0.00	\$6,356.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Raft River	UTSLD-000636	\$0.00	\$0.00	\$0.00	\$0.00	\$35,404.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Willard Canyon 2	UTBRS-200179	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$408.98	\$0.00
Woods Creek	UTBRS-000336	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$315.99
Blue Valley	UTBRS-200628	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Shaw Springs	UTBRS-000888	\$0.00	\$0.00	\$0.00	\$17,032.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hansel Valley	UTBRS-000587	\$0.00	\$0.00	\$0.00	\$0.00	\$193,812.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Toone	UTBRS-000840	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$409.37	\$0.00	\$0.00	\$0.00
Peterson 2	UTBRS-000951	\$0.00	\$0.00	\$0.00	\$39.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AMY	UTBRS-000440	\$0.00	\$0.00	\$0.00	\$1,438.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board Range	UTBRS-000651	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$258.57	\$0.00	\$0.00
Gardner	UTBRS-000217	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$363.99	\$0.00	\$0.00
Bomb	UTTDAQ-000547	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,777.76	\$0.00	\$0.00	\$0.00	\$0.00
Honeyville 372	UTBRS-000433	\$0.00	\$517.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dennis Hill	UTBRS-000528	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$438,417.67	\$0.00	\$0.00	\$0.00
Fort Ranch	UTBRS-000765	\$0.00	\$0.00	\$0.00	\$31,405.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Burch Creek	UTSLD-000700	\$0.00	\$0.00	\$0.00	\$0.00	\$477,331.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bee	UTBRS-000599	\$0.00	\$1,255.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Marble Hills	UTBRS-000296	\$0.00	\$0.00	\$0.00	\$0.00	\$275.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Goring	UTBRS-000687	\$0.00	\$2,186.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Weston	UTBRS-000559	\$0.00	\$0.00	\$1,123.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monument Point	UTBRS-000027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.19	\$0.00	\$0.00
Montello	UTSLD-000386	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.33	\$0.00	\$0.00	\$0.00	\$0.00
BAR H	UTBRS-000204	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,681.65	\$0.00	\$0.00	\$0.00
Radio Tower	UTBRS-000249	\$0.00	\$0.00	\$0.00	\$0.00	\$1,248.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00