

TOWN OF BRIGHTON
ORDINANCE. 2025- O -7-2

ORDINANCE REPEALING AND REPLACING
THE 2024 TOWN OF BRIGHTON FEE SCHEDULE EFFECTIVE MAY 14, 2024 WITH A BRIGHTON FEE
SCHEDULE EFFECTIVE JULY 14, 2025

WHEREAS, the Brighton Council ("Council) met in a regular session on May 14, 2024 and adopted Resolution 2023-R-5-2;

WHEREAS, the Town of Brighton contracts with the Municipal Services District (MSD) to provide community development services;

WHEREAS, the MSD Board approved changes to the 2025 fee schedule;

WHEREAS, the Town of Brighton wishes to adopt most of the approved changes to be consistent with the MSD fee schedule and include changes the Town has made for specific circumstances in the Town of Brighton;

NOW, THEREFORE, BE IT ORDAINED by the Brighton Town Council that:

SECTION 1. FEE SCHEDULE AMENDMENTS. The Town of Brighton Consolidated Fee Schedule is hereby replaced with changes as outlined in Exhibit 1.

SECTION 2. REPEALED. Resolution 2024-R-5-2 dated May 14, 2024 is hereby repealed.

SECTION 3. Effective Date. This Ordinance shall be effective on July 14, 2025.

PASSED AND APPROVED this 8th day of July, 2025.

TOWN OF BRIGHTON

By: _____
Dan Knopp, Mayor

ATTEST:

Kara John, Town Clerk

Exhibit 1: Town of Brighton Fee Schedule dated June 10, 2025 effective July 1, 2025.

BRIGHTON, UTAH

ORDINANCE NO. 2025-O-____ - ____

**AN ORDINANCE AMENDING TITLE 5 BUSINESS LICENSES AND REGULATIONS
CHAPTER 5.19 SHORT TERM RENTAL SECTION 5.19.015 SHORT TERM RENTAL
LIMITS.**

WHEREAS, as more dwellings receive certificates of occupancy;

WHEREAS, the intent of the Town Council, with input from the Short Term Rental Subcommittee, is to limit the number of short term rentals to 15% of the dwellings within Silver Fork Community and 15% of the dwellings within the Pinetree Community.

WHEREAS, the Town Council wishes to set the maximum number of short term rentals based upon the numbers of dwellings which have water connections within each subdivision on May 1 of each year;

WHEREAS, as of May 1, 2025 there are 206 dwellings with water and sewer connections within the Silver Fork Community;

WHEREAS, as of May 1, 2025, there are 27 dwellings with water and sewer connections within the Pine Tree Community;

WHEREAS, if there are currently more licenses issued than the maximum number herein, the existing licenses will be permitted to continue, but will not be replaced or filled until the maximum number is met.

WHEREAS, the Town intends to update this number annually;

NOW, THEREFORE, BE IT ORDAINED by the Brighton Town Council that:

Section 1. Amended. Title 5, Chapter 19, Section 015 of the Brighton Town Code is hereby amended as follows:

5.19.015 Short-Term Rental Limits

Short term rental licenses are limited in the following areas of the Town:

1. Silver Fork Community—[See Map attached as Exhibit 1]

No more than 15% of dwellings with water and sewer connections within this area as of May 1, 2025, may be used as short term rentals, rounded up to the nearest natural number. The number for the community, until this ordinance is amended, is thirty-one (31).

Pine Tree Community—[See Map attached as Exhibit 2] No more than 15% of dwellings with water and sewer connections within this area as of May 1, 2025, may be used as short term rentals, rounded up to the nearest natural number. The number for this community, until this ordinance is amended, is five (5) ~~six (6)~~.

Section 3. Effective Date. This ordinance shall go into effect upon publication.

PASSED AND APPROVED THIS ____ Day of July, 2025.

TOWN OF BRIGHTON

By: _____
Dan Knopp, Mayor

ATTEST

Kara John, Town Clerk

TOWN OF BRIGHTON
RESOLUTION NO. 2025-R-7-1

RESOLUTION SETTING SPEED LIMIT ON MUNICIPAL ROADS.

WHEREAS, the Town of Brighton (“Town”) “exercises sole jurisdiction and control of the city streets within the municipality” pursuant to Utah Code Ann. § 72-3-104; and

WHEREAS, the Town “may determine the reasonable and safe speed limit for each highway or section of highway under its jurisdiction” pursuant to Utah Code Ann. § 41-6a-603; and

WHEREAS, public roads are Class C roads as defined in Utah Code Ann. § 72-3-104; and

WHEREAS, the Town desires to set speed limits for the public roads to protect the health and safety of Town occupants.

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

SECTION I. Public Road Speed Limits. The speed limit on Town public roads shall be 15 miles per hour.

SECTION II: Effective Date. This Resolution shall go into effect upon passage pursuant to Utah Code Ann. § 10-3-719.

PASSED AND APPROVED this 8th Day of July, 2025.

TOWN OF BRIGHTON

By: _____
Dan Knopp, Mayor

ATTEST:

Kara John, Town Clerk

NOTICE OF MEETING
UNIFIED POLICE DEPARTMENT BOARD MEETING
Friday, May 30, 2025
Millcreek City Hall - Community Forum 2nd Floor
1330 E. Chambers Ave., Millcreek, UT 84106
9:00 – 10:00 AM

Reasonable accommodation (including auxiliary communicative aids and services) for individuals with disabilities may be provided upon receipt of a request with three working days' notice. For assistance, please call 385-468-9674. An audio recording of this meeting will be available to the public for listening within 3 business days after the meeting.

Members of The UPD Board May Participate Electronically. Meetings may be closed for reasons allowed by statute. The Public May Attend. Public comments are limited to 3 minutes unless otherwise approved by the Board. The public may listen to the meeting on YouTube:

<https://unifiedpoliceut.gov/upd-live/>

AGENDA

UPD1. Welcome: Councilmember David Brems, UPD Board Chair

- *Roll Call/Quorum*

UPD2. Public Comment: Councilmember David Brems, UPD Board Chair

UPD3. Tentatively Adopt FY 2025-2026 UPD Tentative Budget:

- Introduction:** FY 2025-2026 Tentative Budget: Chief Jason Mazuran, Chief of Police, and Debbie Sanchez, Chief Financial Officer
- Public Hearing:** Consideration of the FY 2025-2026 Tentative Budget: Councilmember David Brems, UPD Board Chair
- Motion:** Approval of the FY 2025-2026 Tentative Budget Resolution 25-05-03: Councilmember David Brems, UPD Board Chair

Estimated Time for Item: 10 minutes

Action Requested: Approval

UPD4. Motion: Approval of Lease Agreement Resolution 25-05-04: Chief Jason Mazuran, Chief of Police, and Harry Souvall, Chief Legal Counsel

Estimated Time for Item: 15 minutes

Action Requested: Approval

UPD5. Upcoming Meetings: Councilmember David Brems, UPD Board Chair

- *UPD Swearing-In & Promotion Ceremony, Tuesday, June 17, 2025, at 10:00 a.m. – Millcreek City Hall Grandview Room*
- *UPD Board Meeting, Thursday, June 19, 2025, at 9:00 a.m. – Millcreek City Hall Council Chambers*

UPD6. Other Business

Meeting Adjourn

Next meeting – Thursday, June 19, 2025, at 9:00 A.M.

***Motions relating to any of the above agenda items,
including final action, may be taken at the meeting.***

Jason Mazuran
Chief of Police



Unified Police Department of Greater Salt Lake

★ 1330 E. Chambers Avenue Ste. 220

★ Millcreek, Utah 84106

★ 385.468.9674

May 30, 2025

UPD Board Chair David Brems and UPD Board Members,

It is my privilege to present to you the Unified Police Department of Greater Salt Lake tentative budget for the fiscal year 2025-2026. I want to thank both the UPD Board and the Finance Committee for establishing a 5 percent PBIM early on. This is always very helpful in defining priorities as we navigate through the budget process. I also want to recognize the hard work and dedication of the commanders and staff in meeting the goals set by the board.

As we looked back in this first year of operation as the reorganized UPD, leadership worked relentlessly to develop a more refined budget that would continue meeting the needs of the organization while staying within the guidelines of the board and, more importantly, keeping the safety of the officers and our communities a priority. With that in mind, the Unified Police Department will increase from 341 to 348.25 employees in the upcoming fiscal year. That is an increase of 7.25 employees or 2.1 percent.

I am happy to report that we were able to achieve an overall increase of 4.32%. This is .68 percent lower than the established 5% PBIM. This budget includes a 2.5% merit increase and a 2.5% cost of living increase for all personnel. It reflects a 0% change in URS rates for sworn officers, a 1% decrease in URS rates for civilians, and an 8.3% increase in health insurance which is shared at an 80/20 cost share with employees.

The total budget for FY25-26 is \$66.4 million, a \$2.74 million increase from last year. We went through several iterations with results totaling \$1.09 million in budget cuts. We also realized savings of \$810 thousand through reduced contracts and the hiring of new recruits. We are continuing our practice of budgeting wages and benefits with actual costs. This reflects a more accurate figure; however, it does come with the risk of less cushion for unexpected expenses. Member assessments have been calculated on the 70/20/10 shared service formula – 70% cases, 20% population and 10% property valuation. Each member's percentage increase was calculated by comparing this year's assessment to last year's assessment.

As expected, throughout our first year as the reorganized Unified Police Department of Greater Salt Lake, the UPD culture and dedication to service remained the same and we continue to look forward to maintaining the great relationships we have established throughout the years with all of our members.

Respectfully,

A handwritten signature in black ink that reads "Jason O. Mazuran". The signature is fluid and cursive, with a long horizontal line extending from the end.

Chief of Police Jason Mazuran

UPD FY2025-26 TENTATIVE BUDGET

Update May 30, 2025





As required by Utah State Code 11-13-508 UPD must submit to the Board of Directors a Tentative Budget for the upcoming fiscal year no later than the first regularly scheduled meeting in May. That requirement was met at the May 15 Board meeting.

Staff is here to present the tentative budget for the 2025-26 fiscal year with staffing updates.

UNIFIED POLICE DEPARTMENT

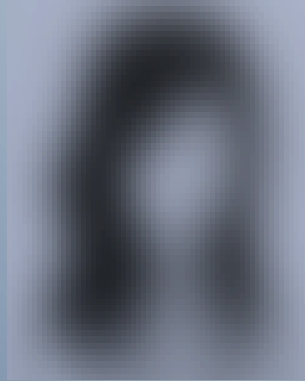
Resolution No. 25-05-03 of 2025

Adoption of the FY2026 Tentative Budget

Board of Directors



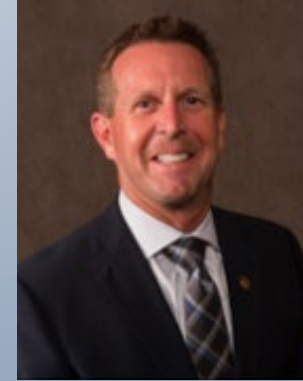
Carolyn Keigley
Brighton



Linda McCalmon
Copperton



David Brems
Emigration



Robert Dahle
Holladay



Alan Peterson
Kearns



Steve Prokopis
Magna



Dustin Gettel
Midvale



Jeff Silvestrini
Millcreek



Phillip Cardenaz
White City

A Board of Directors, consisting of elected officials representing each participating community, has oversight for all global and local policies including operational, budgetary, and human resource issues.

THE ORGANIZATION – CHANGES FROM LAST YEAR

We have added four new sworn positions – one in Professional Services-Training and three in Kearns

- *We have added three sworn positions to the Kearns precinct – two of which will be paid for by the City of Kearns.*
- *We added a new sworn position in Professional Services – Training. This is a position that was converted from civilian to sworn.*

We have added three sworn positions in the following division/precinct

- *One officer in the Investigations DV/Fraud/Forgery Unit*
- *One officer in the Brighton Precinct*
- *One Training Sergeant for DA Office – Funded by the DA Office*

*We increased Civilian positions by one
We increased a Part-time position by one*

- *One civilian retired – by moving operations into new building, that position has been converted to the sworn officer position referred to above.*
- *Includes the new Licensed Clinical Social Worker position shared between Millcreek and Holladay at 67% / 33%, respectively.*
- *Kearns added one new FT Crime Analyst position to be paid for by the City of Kearns*
- *Magna added a part-time janitor last July*

THE ORGANIZATION

Positions	Restructured UPD	2025-2026 UPD	Increase / (Decrease)
Sworn	266	273	7
Civilian	68	68	-
Part-Time	7	7.25	.25
Total	341	348.25	7.25
<u>Crossing Guards and Temp Positions</u>			
Crossing Guards	151.5	160	8.50
UFA SWAT Medic Temp	8	8	-



UNIFIED POLICE DEPARTMENT

Fiscal Year 2025-2026



ADMINISTRATION

Executive Secretary

CHIEF OF POLICE

Media Services Unit
1 PIO Sgt.
1 Web Administrator

Watch Command
2 Lieutenants

MUNICIPAL POLICE SERVICES

PROFESSIONAL. STANDARDS
HR / Legal / Fiscal

TECH SERVICES

INVESTIGATIONS

1 Deputy Chief

1 Attorney

1 CFO

1 Deputy Chief

1 Deputy Chief

1 Lieutenant

Legal Unit
1 Paralegal
Purch/Grants

Fiscal Unit
2 Managers
3 Techs

1 Lieutenant

1 Lieutenant
1 Crime Analyst

1 Lieutenant
1 Officer – Equip Coordinator

1 HR Generalist

1 Office Coordinator

1 Office Supervisor
2 Office Specialists

CONVERTED TO SWORN
1 Office Coordinator

1 Office Coordinator

Training / Firearms Unit
2 Sgts.
4 Officers

Secondary Employment
1 Coordinator

Internal Affairs
2 Sgt.

Records Unit
1 Manager
1 Supervisors
1 GRAMA Coordinator
12 Techs

Special Victims
1 Sgt.
8 Det.
1 Missing Persons

K9 Unit
1 Sgt.
4 Handlers

Property & Evidence
1 Manager
1 Asset Supply Coord.
5 Techs
3 P/T Techs

Violent Crimes Unit
1 Sgt.
7 Det.
1 CAR Det.

S.W.A.T Team
1 Sgt.
1 Officers
30 Operators (Secondary)
8 Negotiators(Secondary)
8 Medics (UFA)

Fleet Unit
1 Manager
1 Coordinator

Forensics
1 Manager
8 Technicians
1 P/T Tech

Drone Unit
1 Sgt.
13 Pilots (Secondary)

Radio Shop
1 Supervisor
2 Tech
1 P/T Tech

DV / Fraud Unit
1 Sergeant
6 Det. Now 7 Det
1 Fact Sheet Det.

Crossing Guard Coord.
1 Civilian

New Position

DA Training Sgt
1

Task Force Det. / MGU
1

CITIES BASIC BUILD

MILLCREEK
EMIGRATION

.95 Deputy Chief

.95 Lieutenant

1.90 Off. Coordinator

Added .67 LCSW

Patrol
3.33 Sgts (shared)
25 Officers

Investigations
.75 Sgt.
1 MHU Det.
1 COP Det.
4 SRO Det.
.95 Victim Advocate

MILLCREEK ADD ONS

Detectives
1 Sgt.
4 Det.

DEU EAST
.5 Sgt.
2 Det.

Traffic
3

EMIGRATION CNYN
.05 Chief
.05 Lieutenant
10 Office Coord
.05 Victim Advocate
.25 Sergeant
2 Officers

HOLLADAY
BRIGHTON

.80 Deputy Chief

.80 Lieutenant

.80 Off. Coordinator

Added .33 LCSW

Patrol
1.67 Sgts (shared)
15 Officers

Investigations
.25 Sgt.
1 PC Det.
1 COP Det.
3 SRO Det.
.8 Victim Advocate

HOLLADAY ADD ONS

Detectives
1 MHU Det.

Traffic
2

DEU EAST
.5 Det.

Code Enforcement
1 Det

Bailiff
1 Det

BRIGHTON
.20 Chief
.20 Lieutenant
.20 Office Coord
.20 Victim Advocate
.75 Sergeant
6 Officers
1 Added Officer

MIDVALE
WHITE CITY

.75 Deputy Chief

.75 Lieutenant

.75 Office Supervisor
.75 Records Tech
.75 Janitor P/T

Patrol
3 Sgts
22 Officers

Investigations
.75 Sgt. (Shared)
1 Det. / COP
3 SRO Det.
.75 Victim Advocate

MIDVALE ADD ONS

DEU EAST
.25 Sgt.
1 Det.

Shelter
1 Sgt.
6 Officers

Traffic
2

Code Enforcement
1 Det

WHITE CITY
.25 Chief
.25 Lieutenant
.25 Office Sup
1.25 Sgts
.25 DEU Sgt.
7 Officers
.5 DEU Det
.25 Victim Advocate
.25 P/T Janitor

CITIES/TOWNS

MAGNA
COPPERTON

.95 Deputy Chief

.95 Lieutenant

.95 Off. Coordinator
NEW 1 Janitor P/T

Patrol
4.75 Sgts
20 Officers

Investigations
1 Sgt
2 Det.
2 SRO
.95 Victim Advocate

Magna ADD ONS

DEU
2 Det.

COP.
2 Det.

COPPERTON
.05 Deputy Chief
.05 Lieutenant
.25 Sgt.
1 Officer
.05 Officer Coordinator
.05 Victim Advocate

KEARNS

1 Deputy Chief

1 Lieutenant

1 Off. Coordinator
1 P/T Janitor

Patrol
5 Sgts
20 Officers

Investigations
1 Sgt
2 Det.
4 SRO
1 Victim Advocate
1 Crime Analyst

Kearns ADD ONS

DEU
2 Det.

COP
1 Sgt.
2 Det.

Was 17

New Position

UPD Total FTE:

Sworn: **266 Now 273**

Civilian: **68 to 69 Back to 68**

Part Time: **7 to 8 Now 7.25**

Total: **344 to 350 Now 348.25**

UPD CG's and Temp:

Crossing Guards: 160

UFA SWAT Medics Temp: 8

EMPLOYEES BY DEPARTMENT / PRECINCT

► Shared Services – 116 plus 8 Medic Temps

- Sworn positions – ~~54~~ 57
- Civilian positions – ~~55~~ 54
- Part-time – 5
- UFA SWAT Medic Temps – 8



► Holladay – 30.95 plus 20 CG's

- Sworn positions – 29.02
- Civilian positions – ~~1.6~~ 1.93
- Crossing Guards – 20



City of Holladay

► Fleet – 2

- Sworn positions – 1
- Civilian positions – 1

► Millcreek – 51.01 plus 30 CG's

- Sworn positions – 47.49
- Civilian positions – ~~2.85~~ 3.52
- Crossing Guards – 30



► Midvale – ~~45.50~~ 44 plus 23 CG's

- Sworn positions – 42.50
- Civilian positions – ~~2.25~~ 1.50
- Part-time positions – ~~.75~~ -0-
- Crossing Guards – 23



EMPLOYEES BY CITIES AND TOWNS

► Kearns – 43 plus 36 CG's

- Sworn positions – 36 39
- Civilian positions – ~~2~~ 3
- Part-time – ~~1~~
- Crossing Guards – 36



► Brighton – 8.55

- Sworn positions – 7.15 8.15
- Civilian positions – ~~4~~



► Copperton – 1.45

- Sworn positions – 1.35
- Civilian positions – .1



► Magna – 38.55 plus 44 CG's

- Sworn positions – 35.65
- Civilian positions – 1.9
- Part-time – ~~1~~ – Hired last July
- Crossing Guards – 44



► Emigration – 2.5

- Sworn positions – 2.35
- Civilian positions – .15



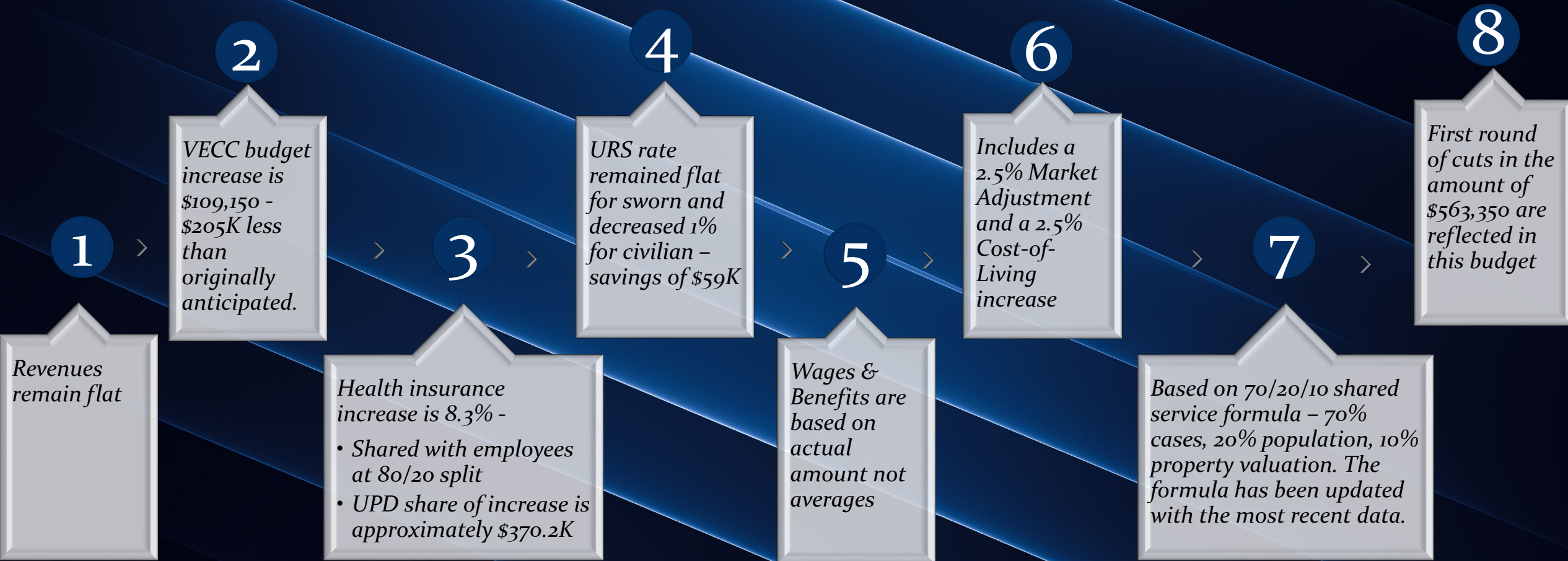
EMIGRATION CANYON

► White City – 10.25 plus 7 CG's

- Sworn positions – 9.5
- Civilian positions – .75 .50
- Part-time positions – ~~.25~~
- Crossing Guards – 7



THE BUDGET – WHAT IT CONTAINS



CUTS IN THE SHARED SERVICES (GENERAL FUND) BUDGET – 1ST ROUND

► Shared Services – General Fund

- Cut \$4,600 in Records division – moving away from SLCo Archives / Records Storage
- Cut \$400,000 in the Tech-Radio division – Computer Components and Radio Equipment
- Cut \$38,600 in the SVU-VCU division
 - \$10,000 to restart unit on human trafficking
 - \$12,000 on training & travel
 - \$16,600 in other miscellaneous cuts
- Cut \$34,000 in the Forensics Unit
 - \$17K for cubicles by purchasing 25 cubicles (slightly used) this year and saving over \$47,000
 - \$12K in training & travel
 - \$5,000 in other miscellaneous cuts
- Cut \$9,700 in the Public Order Unit

► Shared Services – General Fund

- Cut \$43,500 in the SWAT Unit
 - \$29,500 savings in utilities moving to new building
 - \$5K in ammunitions replacement
 - **\$9,000 in other miscellaneous cuts**
- Cut \$11,250 in K9 Unit
 - \$6,750 by purchasing ballistic helmets this year
 - \$2K in training & travel
 - **\$2,500 in other miscellaneous cuts**
- Cut \$11,500 in the Motors Unit
 - \$2,500 in overtime
 - \$8,000 by purchasing rifles this year
 - \$1,000 in travel
- Cut \$5,200 in the Drones Unit
- Cut \$5,000 in the Negotiations Unit

Overall Shared Services (General Fund) Savings **of \$563,350**

CAPITAL PURCHASES TO BE FUNDED BY FUND BALANCE

► Forensics Unit

- \$50,000 to retrofit new building for forensics
 - Sinks, drains, storage facilities, data lines, power supplies & equipment lost in separation from Sheriff's office

► SWAT Unit

- \$55,000 for 5-year rotation of
 - Rifle shields
 - Night Vision upgrade / rotation
 - Night Vision clip on's for Snipers
 - Ranger (sonar)

► K9 Unit

- \$5K to house K9

► Motors Unit

- \$12,000 for motor trailer to house 4 bikes

► Drones Unit

- \$42,500 3-year rotation on 5 drones
- \$35,000 for large drone that can move material/weight

Overall Capital to be funded by fund balance **\$199,500**

SECOND ROUND OF BUDGET CUTS

► *Shared Services – General Fund – Cut \$95,150*

- *Cut \$200 in Internal Affairs Unit*
- *Cut \$28,950 in Professional Services – Training Unit*
- *Cut \$17,000 in the Firearms/Range Unit*
- *Cut \$45,000 in Risk Management Insurance – Contracting with different company*
- *Cut \$4,000 in the Finance/HR/Legal division*

► *Precincts – Cut \$207,700*

- *Cut \$38,500 in Kearns*
- *Cut \$78,300 in Magna*
- *Cut \$59,500 in Millcreek*
- *Cut \$9,900 in Holladay*
- *Cut \$21,500 in Midvale*

Overall Cuts - \$302,850

BUDGET CUT DETAIL – SHARED SERVICES - \$95,150

Internal Affairs

Meals & Refreshments	200
Total Internal Affairs	200

Insurance

Risk Management Insurance	45,000
Total Insurance	45,000

Finance-HR-Legal

Books, Subscriptions, Membrshp	4,000
Total Finance-HR-Legal	4,000

Firearms / Range

Firearms / Weapons	15,000
Weapon Maintenance & Parts	1,000
Shooting Range Supplies	1,000
Total Firearms / Range	17,000

Training

Overtime	21,800
Books, Subscription, Memberships	200
Education & Training Registration Fees	1,150
Office Supplies	200
Small Equipment (Non-Computer)	500
Meals & Refreshments	100
Travel & Transportation	5,000
Total Training	28,950

BUDGET CUT DETAIL PRECINCTS - \$207,700

Millcreek

Overtime	25,000
Maint. of Bldg, Grounds, Other	7,500
Small Equipment (Non-Computer)	15,000
CHIT Expenses	(2,000)
Travel & Transportation	4,000
Capital	10,000
Total Millcreek	59,500

Holladay

Furniture Fixtures & Equipment	2,000
PPE for Evidence Collection	500
Education & Training Reg Fees	3,000
Community Events	1,000
Computer Components	1,000
Small Equipment (Non-Computer)	2,000
Miscellaneous Expenditures	400
Total Holladay	9,900

Midvale

Surveillance Equip & Monitoring	14,500
Small Equipment (Non-Computer)	7,000
Total Midvale	21,500

Kearns

Heat and Fuel	1,500
Light and Power	1,000
Rent of Buildings	36,000
Total Kearns	38,500

Magna

Maint of Bldgs, Grounds, Other	35,000
Small Equipment (Non-Computer)	28,000
CHIT Expenses	2,500
Meals & Refreshments	1,000
Maintenance of Office Equip	500
Light and Power	300
Miscellaneous	1,000
Capital Purchase	10,000
Total Magna	78,300

CHANGES FROM FIRST TENTATIVE BUDGET PRESENTED AT THE MAY 15, 2025 BOARD MEETING

► *The Shared Service Formula now reflects the 3-year rolling average for cases and applies across shared service expenditures and revenues*

► *Final staffing changes have been updated resulting in an additional savings of \$86,935. The impact to each cities and towns varies on where the changes were made. Some saw a small increase while others saw a small decrease.*

► *Midvale – Cut \$143,141*

Midvale	
Salaries	52,258
Benefits	24,883
Overtime	9,400
Uniform	450
Maintenance Buildings & Grounds	1,000
Education & Training	1,000
Community Events	2,000
Office Supplies	1,000
Computer Components	4,000
Small Equipment (Non-Computer)	4,000
CHIT Expenditures	2,000
Vehicle and Maintenance Expenses	38,150
Light and Power	3,000
Total Midvale	143,141

► *Holladay will use \$100,000 of fund balance toward their membership fees*

FY2025-2026 SHARED SERVICE FORMULA

2024 DATA										
Member Holladay Midvale Millcreek Cities & Towns Total	Cases Assigned			Population*			Tax Value 2024			Total
	Cases	%	70%	Population	%	20%	Tax Value	%	10%	%
	3,737	9.08%	6.35%	30,298	14.82%	2.96%	6,058,960,402	23.27%	2.33%	11.65%
	11,208	27.22%	19.06%	35,561	17.40%	3.48%	4,498,298,571	17.28%	1.73%	24.26%
	11,237	27.29%	19.11%	62,205	30.43%	6.09%	9,115,826,043	35.02%	3.50%	28.69%
	14,987	36.40%	25.48%	76,335	37.35%	7.47%	6,360,413,315	24.43%	2.44%	35.40%
	41,168	100.00%	70.00%	204,399	100.00%	20.00%	26,033,498,331	100.00%	10.00%	100.00%
Cities & Towns Kearns Magna White City Copperton Emigration Cyn Brighton Total	Cases Assigned			Population*			Tax Value 2024			Total
	Cases	%	25.48%	Population	%	7.47%	Tax Value	%	2.44%	%
	6,908	46.10%	11.75%	37,767	49.48%	3.70%	2,302,021,818	36.19%	0.88%	16.33%
	6,463	43.12%	10.99%	30,087	39.41%	2.94%	2,487,774,222	39.11%	0.96%	14.89%
	509	3.39%	0.86%	5,676	7.44%	0.56%	454,010,027	7.14%	0.17%	1.59%
	137	0.91%	0.23%	852	1.12%	0.08%	62,144,740	0.98%	0.02%	0.34%
	177	1.18%	0.30%	1,506	1.97%	0.15%	401,662,785	6.32%	0.15%	0.60%
	793	5.29%	1.35%	447	0.59%	0.04%	652,799,723	10.26%	0.25%	1.64%
	14,987	100.00%	25.48%	76,335	100.00%	7.47%	6,360,413,315	100.00%	2.44%	35.40%

FY2024-2025 SHARED SERVICE FORMULA

2023 DATA										
Member Holladay Midvale Millcreek Cities & Towns Total	Cases Assigned			Population*			Tax Value 2023			Total
	Cases	%	70%	Population	%	20%	Tax Value	%	10%	%
	3,744	8.91%	6.24%	30,816	15.05%	3.01%	5,492,069,265	23.89%	2.39%	11.64%
	11,613	27.65%	19.36%	35,637	17.40%	3.48%	3,462,942,880	15.06%	1.51%	24.34%
	11,890	28.31%	19.82%	63,034	30.78%	6.16%	8,262,775,007	35.94%	3.59%	29.57%
	14,750	35.12%	24.59%	75,280	36.76%	7.35%	5,771,936,634	25.11%	2.51%	34.45%
	41,997	100.00%	70.00%	204,767	100.00%	20.00%	22,989,723,786	100.00%	10.00%	100.00%
Cities & Towns										
	Cases Assigned			Population*			Tax Value 2023			Total
	Cases	%	24.59%	Population	%	7.35%	Tax Value	%	2.51%	%
	6,741	45.70%	11.24%	37,249	49.48%	3.64%	2,039,785,514	35.34%	0.89%	15.76%
	6,106	41.40%	10.18%	29,668	39.41%	2.90%	2,309,907,055	40.02%	1.00%	14.08%
	554	3.76%	0.92%	5,598	7.44%	0.55%	396,542,413	6.87%	0.17%	1.64%
	130	0.88%	0.22%	840	1.12%	0.08%	56,912,995	0.99%	0.02%	0.32%
	210	1.42%	0.35%	1,484	1.97%	0.14%	370,624,235	6.42%	0.16%	0.66%
	1,009	6.84%	1.68%	441	0.59%	0.04%	598,164,422	10.36%	0.26%	1.99%
	14,750	100.00%	24.59%	75,280	100.00%	7.35%	5,771,936,634	100.00%	2.51%	34.45%

CHANGES BY MEMBER IN CASES, POPULATION, AND TAX VALUE

CHANGES FROM 2023 TO 2024										
Member	Cases Assigned Change			Population Change			Tax Value Change			Total
	Cases	%	70%	Population	%	20%	Tax Value	%	10%	%
	(7)	0.16%	0.11%	(518)	-0.23%	-0.05%	566,891,137	-0.62%	-0.06%	0.01%
	(405)	-0.43%	-0.30%	(76)	-0.01%	0.00%	1,035,355,691	2.22%	0.22%	-0.08%
	(653)	-1.02%	-0.71%	(829)	-0.35%	-0.07%	853,051,036	-0.93%	-0.09%	-0.87%
	237	1.28%	0.90%	1,055	0.58%	0.12%	588,476,681	-0.67%	-0.07%	0.95%
Cities & Towns Total	(829)	0.00%	0.00%	(368)	0.00%	0.00%	3,043,774,545	0.00%	0.00%	0.00%
Cities & Towns										
	Cases Assigned			Population*			Tax Value 2024			Total
	Cases	%	0.90%	Population	%	0.12%	Tax Value	%	-0.07%	%
	167	0.39%	0.51%	518	-0.01%	0.06%	262,236,304	0.85%	0.00%	0.56%
	357	1.73%	0.81%	419	0.00%	0.05%	177,867,167	-0.91%	-0.05%	0.81%
	(45)	-0.36%	-0.06%	78	0.00%	0.01%	57,467,614	0.27%	0.00%	-0.05%
	7	0.03%	0.02%	12	0.00%	0.00%	5,231,745	-0.01%	0.00%	0.02%
	(33)	-0.24%	-0.05%	22	0.00%	0.00%	31,038,550	-0.11%	-0.01%	-0.05%
	(216)	-1.55%	-0.33%	6	0.00%	0.00%	54,635,301	-0.10%	-0.01%	-0.34%
	Total	237	0.00%	0.90%	1,055	0.00%	0.12%	588,476,681	0.00%	-0.07%

PRELIMINARY BUDGET – PRESENTED FEBRUARY 20, 2025

PRIOR TO SHARED SERVICE FORMULA UPDATE

	29.57%	11.64%	24.34%	34.45%	
	Millcreek	Holladay	Midvale	Cities & Towns	Total
Precinct Revenues	(180,000)	(135,000)	(120,000)	(225,000)	(660,000)
Precinct Operating Expenses	9,526,879	5,354,705	8,118,498	19,084,988	42,085,069
FY2025-2026 Budgetary Use of Fund Balance	-	-	-	-	-
Total Precinct Expenses Less Revenue & Fund Bal	9,346,879	5,219,705	7,998,498	18,859,988	41,425,069
<i>Previous Year Not Including Use of Fund Balance</i>	<i>8,727,550</i>	<i>5,061,680</i>	<i>7,677,745</i>	<i>17,642,283</i>	<i>39,109,258</i>
<i>Difference</i>	<i>619,329</i>	<i>158,025</i>	<i>320,753</i>	<i>1,217,705</i>	<i>2,315,811</i>
Shared Services Revenues	(260,797)	(102,658)	(214,709)	(303,836)	(882,000)
Total Shared Services Expenses less Revenue	7,922,834	3,118,676	6,522,703	9,230,311	26,794,524
<i>Previous Year</i>	<i>7,287,005</i>	<i>2,868,394</i>	<i>5,999,239</i>	<i>8,489,553</i>	<i>24,644,191</i>
<i>Difference</i>	<i>635,829</i>	<i>250,282</i>	<i>523,465</i>	<i>740,757</i>	<i>2,150,333</i>
Total FY25-26 Member Assessment	17,269,713	8,338,381	14,521,201	28,090,299	68,219,593
<i>Previous Year</i>	<i>16,014,555</i>	<i>7,930,074</i>	<i>13,676,984</i>	<i>26,131,836</i>	<i>63,753,449</i>
<i>Difference</i>	<i>1,255,158</i>	<i>408,307</i>	<i>844,217</i>	<i>1,958,463</i>	<i>4,466,144</i>
<i>% Increase</i>	<i>7.84%</i>	<i>5.15%</i>	<i>6.17%</i>	<i>7.49%</i>	<i>7.01%</i>

PBIM – PRESENTED MARCH 20, 2025

AFTER SHARED SERVICE FORMULA UPDATED

	27.90%	11.81%	23.70%	36.59%	
	Millcreek	Holladay	Midvale	Cities & Towns	Total
Precinct Revenues	(180,000)	(135,000)	(120,000)	(225,000)	(660,000)
Precinct Operations	1,008,750	602,480	909,345	2,316,085	4,836,660
Precinct Sworn Wages	4,844,162	2,825,373	4,218,769	9,646,361	21,534,665
Precinct Civilian Wages	278,027	154,072	153,529	385,825	971,452
Precinct Part Time Wages	-	-	18,515	50,946	69,460
Precinct Crossing Guard Wages	243,108	169,117	145,624	730,491	1,288,340
Precinct Overtime	280,000	66,800	254,400	400,100	1,001,300
Precinct Benefits	2,872,832	1,536,862	2,426,562	5,555,181	12,391,437
Precinct Operating Expenses	9,526,879	5,354,705	8,126,743	19,084,988	42,093,315
FY2025-2026 Budgetary Use of Fund Balance	-	-	-	-	-
Total Precinct Expenses Less Revenue & Fund Bal	9,346,879	5,219,705	8,006,743	18,859,988	41,433,315
<i>Previous Year Not Including Use of Fund Balance</i>	<i>8,727,550</i>	<i>4,961,680</i>	<i>7,677,745</i>	<i>17,642,283</i>	<i>39,009,258</i>
<i>Difference</i>	<i>619,329</i>	<i>258,025</i>	<i>328,998</i>	<i>1,217,705</i>	<i>2,424,057</i>
Shared Services Revenues	(260,797)	(102,658)	(214,709)	(303,836)	(882,000)
Shared Services Operations	2,845,913	1,204,245	2,417,275	3,731,775	10,199,208
Shared Services Sworn Wages	1,750,584	740,758	1,486,920	2,295,497	6,273,759
Shared Services Civilian Wages	1,153,314	488,024	979,608	1,512,313	4,133,259
Shared Services Part Time Wages	40,686	17,216	34,558	53,350	145,809
Shared Services Overtime	210,391	89,027	178,703	275,880	754,000
Shared Services Benefits	1,451,052	614,011	1,232,501	1,902,728	5,200,292
Shared Operating Expenses	7,451,939	3,153,281	6,329,564	9,771,543	26,706,327
Total Shared Services Expenses less Revenue	7,191,142	3,050,623	6,114,855	9,467,708	25,824,327
<i>Previous Year</i>	<i>7,287,005</i>	<i>2,868,394</i>	<i>5,999,239</i>	<i>8,489,553</i>	<i>24,644,191</i>
<i>Difference</i>	<i>(95,863)</i>	<i>182,229</i>	<i>115,616</i>	<i>978,155</i>	<i>1,180,136</i>
Total FY25-26 Member Assessment	16,538,020	8,270,327	14,121,598	28,327,696	67,257,642
<i>Previous Year</i>	<i>16,014,555</i>	<i>7,830,074</i>	<i>13,676,984</i>	<i>26,131,836</i>	<i>63,653,449</i>
<i>Difference</i>	<i>523,465</i>	<i>440,253</i>	<i>444,615</i>	<i>2,195,860</i>	<i>3,604,193</i>
<i>% Increase</i>	<i>3.27%</i>	<i>5.62%</i>	<i>3.25%</i>	<i>8.40%</i>	<i>5.66%</i>

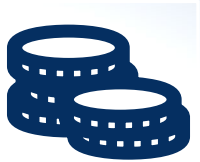
TENTATIVE BUDGET SUMMARY



Total Budget - \$66.40M

\$1,819,429 decrease from preliminary budget

- Cities Share - \$38.93M – 58.62%
- Cities/Towns Share - \$27.47M – 41.38%



Total Increase \$2.746M

\$1.372M from Precincts

\$1.374M from Shared Services

- \$546.7K or 39.78% in Wages
- \$37.0K or 2.69% in Overtime
- \$277.0K or 20.15% in Benefits
- \$9.31K or .68% in Travel & Training
- \$49.5K or 3.6% Fuel & Vehicle Maintenance
- \$454.9K or 33.10% in Operations

TENTATIVE BUDGET

OVERALL DECREASE FROM PRELIMINARY - \$1,819,429

Precinct Specific Operations	Millcreek	Holladay	Midvale	Cities & Towns	Total
Precinct Revenues	(180,000)	(135,000)	(150,000)	(712,378)	(1,177,378)
Precinct Operations	941,250	577,580	819,245	2,173,035	4,511,110
Precinct Sworn Wages	4,632,922	2,810,448	4,209,921	9,601,687	21,254,977
Precinct Civilian Wages	281,132	154,941	119,822	428,527	984,422
Precinct Part Time Wages	-	-	-	50,946	50,946
Precinct Crossing Guard Wages	243,108	169,117	145,624	730,491	1,288,340
Precinct Overtime	255,000	66,800	230,000	400,100	951,900
Precinct Benefits	2,798,123	1,665,532	2,462,069	5,591,496	12,517,220
Total Precinct Operating Expenses	9,151,534	5,444,417	7,986,681	18,976,282	41,558,914
Total Precinct Expenses Less Revenue	8,971,534	5,309,417	7,836,681	18,263,904	40,281,536
<i>Previous Year Including Use of Fund Balance</i>	<i>8,727,550</i>	<i>4,961,680</i>	<i>7,677,745</i>	<i>17,642,283</i>	<i>39,009,258</i>
<i>Precinct Increase</i>	<i>243,984</i>	<i>347,737</i>	<i>158,936</i>	<i>621,621</i>	<i>1,372,278</i>
Shared Services Operations - SS Formula Rate	28.69%	11.65%	24.26%	35.40%	100.00%
Shared Services Revenues	(308,712)	(125,290)	(261,056)	(380,805)	(1,075,863)
Shared Services Operations	2,905,803	1,179,317	2,457,240	3,584,398	10,126,758
Shared Services Sworn Wages	1,860,107	754,923	1,572,966	2,294,500	6,482,496
Shared Services Civilian Wages	1,190,026	482,971	1,006,324	1,467,933	4,147,253
Shared Services Part Time Wages	42,580	17,281	36,007	52,524	148,391
Shared Services Overtime	209,382	84,978	177,060	258,280	729,700
Shared Services Benefits	1,566,678	635,835	1,324,833	1,932,546	5,459,892
Total Shared Operating Expenses	7,774,577	3,155,303	6,574,430	9,590,180	27,094,491
Total Shared Services Expenses less Revenue	7,465,865	3,030,013	6,313,373	9,209,375	26,018,627
<i>Previous Year</i>	<i>7,287,005</i>	<i>2,868,394</i>	<i>5,999,239</i>	<i>8,489,553</i>	<i>24,644,191</i>
<i>Shared Service Increase</i>	<i>178,860</i>	<i>161,619</i>	<i>314,135</i>	<i>719,822</i>	<i>1,374,436</i>
Total FY25-26 Total UPD Budget Expenditures	16,437,400	8,339,431	14,150,054	27,473,279	66,400,164
<i>Previous Year</i>	<i>16,014,555</i>	<i>7,830,074</i>	<i>13,676,984</i>	<i>26,131,836</i>	<i>63,653,449</i>
<i>Total Overall Budget Increase</i>	<i>422,844</i>	<i>509,357</i>	<i>473,070</i>	<i>1,341,443</i>	<i>2,746,715</i>
<i>Overall % Increase Prior to Use of Fund Balance</i>	<i>2.64%</i>	<i>6.51%</i>	<i>3.46%</i>	<i>5.13%</i>	<i>4.32%</i>
FY2025-2026 Budgetary Use of Fund Balance	-	(100,000)	-	-	(100,000)
Total FY25-26 Member Assessment After Use of Fund Balance	16,437,400	8,239,431	14,150,054	27,473,279	66,300,164

OVERALL BUDGET RATES

- ▶ *The Shared Service Formula now reflects the 3-year rolling average for cases and applies across shared service expenditures and revenues*
- ▶ *Overall Increase 4.32% - down 1.34% from PBIM*
- ▶ *Holladay will use \$100,000 of their fund balance toward their membership fees*
- ▶ *With that each member's individual rate is as follows*
 - *Millcreek – 2.64%*
 - *Holladay – 6.51%*
 - *Midvale – 3.46%*
- ▶ *Cities/Towns Overall is 5.13%*
- ▶ *Each member's individual rate is as follows*
 - *Kearns – 5.67%*
 - *Magna – 5.00%*
 - *White City – 1.09%*
 - *Copperton – 13.25%*
 - *Emigration – 2.27%*
 - *Brighton – 7.02%*

TENTATIVE BUDGET – CITIES/TOWNS

CITIES/TOWNS DECREASE FROM PRELIMINARY - \$617,020

Precinct Specific Operations	Kearns	Magna	White City	Copperton	Emigration	Brighton	Total
Precinct Revenues	(622,378)	(90,000)	-	-	-	-	(712,378)
Precinct Operations	892,800	832,430	178,315	51,070	51,780	166,640	2,173,035
Precinct Sworn Wages	3,910,691	3,556,513	928,390	118,731	256,795	830,567	9,601,687
Precinct Civilian Wages	207,970	135,851	39,941	7,150	10,076	27,540	428,527
Precinct Part Time Wages	33,743	12,501	4,702	-	-	-	50,946
Precinct Crossing Guard Wages	305,350	371,119	54,021	-	-	-	730,491
Precinct Overtime	175,000	160,000	20,100	5,000	4,000	36,000	400,100
Precinct Benefits	2,265,400	2,080,366	518,638	79,780	164,873	482,439	5,591,496
Precinct Operating Expenses	7,790,954	7,148,779	1,744,107	261,731	487,524	1,543,186	18,976,282
Total Precinct Expenses Less Revenue	7,168,576	7,058,779	1,744,107	261,731	487,524	1,543,186	18,263,904
<i>Previous Year</i>	<i>6,919,215</i>	<i>6,942,143</i>	<i>1,730,915</i>	<i>229,540</i>	<i>468,130</i>	<i>1,352,340</i>	<i>17,642,283</i>
<i>Precinct Increase</i>	<i>249,361</i>	<i>116,637</i>	<i>13,192</i>	<i>32,191</i>	<i>19,394</i>	<i>190,846</i>	<i>621,621</i>
Shared Services Operations - SS Formula Rate	16.33%	14.89%	1.59%	0.34%	0.60%	1.64%	35.40%
Shared Services Revenues	(175,647)	(160,183)	(17,157)	(3,660)	(6,477)	(17,681)	(380,805)
Shared Services Operations	1,653,311	1,507,755	161,490	34,450	60,967	166,426	3,584,398
Shared Services Sworn Wages	1,058,343	965,167	103,375	22,052	39,027	106,535	2,294,500
Shared Services Civilian Wages	677,087	617,477	66,136	14,108	24,968	68,157	1,467,933
Shared Services Part Time Wages	24,227	22,094	2,366	505	893	2,439	52,524
Shared Services Overtime	119,132	108,644	11,636	2,482	4,393	11,992	258,280
Shared Services Benefits	891,391	812,914	87,068	18,574	32,871	89,729	1,932,546
Shared Operating Expenses	4,423,490	4,034,051	432,071	92,171	163,119	445,278	9,590,180
Total Shared Services Expenses less Revenue	4,247,843	3,873,868	414,915	88,511	156,642	427,597	9,209,375
<i>Previous Year</i>	<i>3,884,232</i>	<i>3,469,873</i>	<i>404,819</i>	<i>79,720</i>	<i>161,711</i>	<i>489,199</i>	<i>8,489,553</i>
<i>Shared Service Increase</i>	<i>363,611</i>	<i>403,995</i>	<i>10,096</i>	<i>8,791</i>	<i>(5,069)</i>	<i>(61,602)</i>	<i>719,822</i>
Total FY25-26 SLVLESA Budget and Member Assessment	11,416,419	10,932,647	2,159,022	350,242	644,166	1,970,783	27,473,279
<i>Previous Year</i>	<i>10,803,447</i>	<i>10,412,016</i>	<i>2,135,734</i>	<i>309,260</i>	<i>629,841</i>	<i>1,841,539</i>	<i>26,131,836</i>
<i>Total Overall Budget Increase</i>	<i>612,973</i>	<i>520,631</i>	<i>23,288</i>	<i>40,982</i>	<i>14,325</i>	<i>129,244</i>	<i>1,341,443</i>
<i>Total Overall % Increase</i>	<i>5.67%</i>	<i>5.00%</i>	<i>1.09%</i>	<i>13.25%</i>	<i>2.27%</i>	<i>7.02%</i>	<i>5.13%</i>

STILL ONGOING FOR FINAL BUDGET

- Finalization of the contract for the “new” building
- The General Fund Balance
 - Preliminary start up building costs estimate \$1.4M - \$315K to come from balance of this year’s budget (NOT fund balance). Waiting for bids to get better estimates.
 - Will be calculating estimated net incomes for each precinct and the GF for FY25 year-end
 - Current estimated fund balance availability \$899K after 8.5% minimum

UNIFIED POLICE DEPARTMENT BOARD MEETING MAY 30th, 2025	
REQUEST:	Resolution to Adopt the FY2026 Tentative Budget
APPLICANT:	Debbie Sanchez, Chief Financial Officer
FISCAL IMPACT:	Yes



NOTICES:

- Posted at Millcreek City Hall
- Posted on State webpage

PREPARED BY: UPD Legal Team
<u>APPROVED BY:</u> Chief Jason Mazuran

BACKGROUND:

The Chief of Police, after receiving instruction from the Finance Committee and the UPD Board, has prepared the FY2026 Tentative Budget for the Unified Police Department in accordance with those instructions.

After adoption of the tentative budget, the Board can determine how to proceed with its review and discussion of the tentative budget until the final budget is adopted.

At this meeting, the Board must also determine the date and place of the required public hearing to be held prior to the adoption of the final budget.

UNIFIED POLICE DEPARTMENT

Resolution No. 25-05-03 of 2025
(Adopting the FY2026 Tentative Budget)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNIFIED POLICE DEPARTMENT ADOPTING THE FY2026 TENTATIVE BUDGET

PREAMBLE

WHEREAS, the Utah State Code (U.C.A.) §11-13-508 requires that, on or before the first regularly scheduled board meeting in May, the budget officer files with the governing board the tentative budget for the ensuing budget year; and

WHEREAS, the Chief of Police and CEO, along with UPD Command and Fiscal Staff have prepared a tentative budget for FY2026 that contains estimates of revenues and expenditures.; and

WHEREAS, it is required by U.C.A. §11-13-509 that at the meeting at which the tentative budget is adopted, the governing board shall establish the time and place of a public hearing to consider its adoption;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Unified Police Department, that:

SECTION 1. PURPOSE. The purpose of this Resolution is to adopt the FY2026 tentative budget.

SECTION 2. ADOPTION OF TENTATIVE BUDGET. The FY2026 Tentative Budget attached hereto and made a part of this Resolution, shall be, and the same hereby is adopted into the budget of the Unified Police Department for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the requirements of the Utah Code Annotated.

SECTION 3. SETTING THE TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF THE FINAL BUDGET. The UPD Board meets monthly on the third Thursday of each month. Unless the Board determines it is necessary to hold a special meeting to adopt the final budget, the meeting time and place for the public hearing to consider adoption of the FY2026 Final Budget will be the same as the regular June Board Meeting.

SECTION 4. PUBLIC INSPECTION. The Department's Budget Officer is hereby authorized and directed to certify and file copies of the FY2026 tentative budget in the office of said Budget Officer, which budget shall be available for public inspection during regular business hours as required by Section 11-13-515 of the Utah Code Annotated.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its approval and adoption by the Board and will be filed and recorded in the official minutes and records of the Board for this meeting.

APPROVED AND ADOPTED this 30th day of May 2025.

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UNIFIED POLICE DEPARTMENT

Resolution No. 25-05-03 of 2025

ADOPTION OF THE FY2026 TENTATIVE BUDGET

**BOARD OF DIRECTORS
UNIFIED POLICE DEPARTMENT**

By: _____
Councilman David Brems, Chair

ATTEST:

Clerk, Unified Police Department

VOTING

Director Brems voting	_____
Director Cardenaz voting	_____
Director Dahle voting	_____
Director Gettel voting	_____
Director Keigley voting	_____
Director McCalmon voting	_____
Director Peterson voting	_____
Director Prokopis voting	_____
Director Silvestrini voting	_____

LEASE
GRANITE SCHOOL DISTRICT
Landlord,
and
Unified Police Department
Tenant
with respect to certain premises at
5190 South Heath Avenue Kearns, Salt Lake County, Utah

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LEASE

THIS LEASE (“Lease”) is effective as of June __, 2025 (“Effective Date”), by and between GRANITE SCHOOL DISTRICT, a body corporate and politic of the State of Utah (“Landlord”), and Unified Police Department (“Tenant”).

Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (as defined below), together with a license to use any area located at the Premises including without limitation any parking areas, common facilities, and structures, entrances and exits, and all beneficial easements, rights-of-way, and other areas of the Premises, and all improvements located thereon belonging to Landlord and reserved for Tenant’s use (including, without limitation, all access and service roads, sidewalks, and outdoor garbage areas).

ARTICLE I: BASIC TERMS

1.1. **Reference Subjects.** The following terms used in this Lease shall have the meanings set forth below.

Date of Lease:	The date on which the Lease is signed by both parties
Landlord:	Granite School District
Tenant:	Unified Police Department
Premises:	The real property owned by Landlord including all improvements, personal property, easements, and appurtenances, including the building formerly known as Western Hills Elementary School (the “Building”) located at 5190 S Heath Avenue, Kearns, Utah 84118, as more particularly described in Exhibit A attached to and hereby made a part of this Lease.
Term Commencement Date:	The date on which the Lease is signed by both parties.
Rent Commencement Date:	Same as the Term Commencement Date (the first calendar day of the month on or after the Effective Date).
Term/Term Expiration Date:	20 years, expiring on the last calendar day of the month before the twentieth anniversary of the Term Commencement Date.

Renewal Term(s):	Two (2) option periods of Five (5) years each, as more particularly described in Section 2 of this Lease.
Permitted Uses:	Tenant is permitted to use the Premises for Administration/Operations, Forensics, IT/IS, evidence storage, and for such supplementary uses that support Tenant's primary mission and operations, and other general law enforcement purposes.
Monthly Rent:	\$6,378.54, to be increased 10% every five years.
Additional Rent:	Means any amounts (other than Monthly Rent) that may become due and payable by Tenant pursuant to this Lease or pursuant to common law, including any amounts due with respect to Article V of this Lease
Tenant's Address for Notices	<p>Unified Police Department 5190 S Heath Avenue, Kearns, UT 84118</p> <p>With s copy to: Harry Souvall, Chief Legal Counsel Unified Police Department 1330 East Chambers Ave. #220 Millcreek, Utah 84106</p>
Landlord's Address for Notices/Rent Payments	<p>Board of Education of Granite School District 2500 South State Street Salt Lake City, UT 84115 Attention: Property Management E-mail Address: realestate@graniteschools.org Telephone No.: (385) 646-4235</p> <p>With a copy to: Matthew L. Anderson Fabian VanCott 95 South State, Suite 2300 Salt Lake City, UT 84111 manderson@fabianvancott.com</p>

ARTICLE II: LEASE OF PREMISES

2.1. **Premises.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord for the Term, subject to and with the benefit of the terms, covenants and conditions of this Lease and of rights, agreements, easements and restrictions of record applicable to the Premises, all of which Tenant shall perform and observe insofar as the same are applicable to the Premises. Tenant shall have the right to use the Premises for all purposes consistent with Tenant's mission or daily operations as described in the Permitted Uses and nothing else without Landlord's prior written consent.

2.2. **Term; Original Term; Renewal Term.** The term of this Lease is 20 years and shall begin on the Rent Commencement Date and shall end on the Term Expiration Date. For purposes of this Lease, "Term" includes any renewal of the Term as provided for herein. Tenant may renew the Term for one or two successive five-year renewal periods provided that Tenant requests the same at least 90 days prior to the expiration of the Term and Landlord approves such request in writing, such approval not to be unreasonably withheld. Unless the Term is renewed as set forth herein, Tenant shall have no right to extend or renew the Term beyond the Term Expiration Date and the Lease shall terminate on the Lease Termination Date.

2.3 **Early Termination.** Landlord may, in its sole discretion, terminate this Lease prior to the Term Expiration Date, provided:

- a) 15 years have passed since the Term Commencement Date and a force majeure event occurs in a nearby school of Landlord's such that: (i) the nearby school is rendered unusable; (ii) such use is not reasonably likely to be restored at the nearby school within 90 days; and (iii) the Premises is a viable alternative site to re-open such school; and;
- b) Landlord provides one year's prior written notice to Tenant; and
- c) Landlord reimburses Tenant for the depreciation it otherwise would have accrued were it not for Landlord's exercise of the Early Termination Provision.

2.4 **Non-appropriation of Funds, Reduction in Funds, or Changes in Law.** Upon thirty (30) days written notice delivered to the Landlord, this Lease may be terminated at the sole discretion of the Tenant, if the Tenant reasonably determines and provides reasonable documentation that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the Lease; or (ii) that a change in available funds affects the Tenant's ability to pay under the Lease. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, the Tenant will reimburse Landlord for the Rent and other applicable charges until the effective date of said written notice. The Tenant will not be liable for any performance,

commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

ARTICLE III: DELIVERY OF PREMISES

3.1. **Delivery of Premises.** Landlord shall deliver the Premises to Tenant on the Term Commencement Date AS IS WHERE IS. Tenant hereby agrees that, except as explicitly provided in this Lease, neither Landlord nor any agent nor any employee of Landlord has made any representations or warranty with respect to the Premises, including the Building, with respect to the suitability of either for the conduct of Tenant's operations or permitted uses and Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of the Premises, including the Building, in its decision to enter into this Lease and lease the Premises. In order to assist the tenant in this process, Landlord has provided Tenant with copies of recent utility bills, maintenance studies and schedules, and other relevant information to assist Tenant in evaluating the condition of the Premises, including the building, and the anticipated costs moving forward to maintain the Premises.

3.2. **Existing Conditions.** Tenant accepts the Premises in the condition they are in, it being expressly agreed that neither Landlord nor any person acting under Landlord has made or implied any representations or warranties concerning this Lease, the Premises, or their condition or suitability for Tenant's use. Tenant acknowledges a sufficient opportunity to perform its own due diligence and, except as expressly set forth herein, to the extent permitted by applicable law, Tenant waives any right or remedy otherwise accruing to Tenant on account of the condition or suitability of the Premises or title to the Premises, and Tenant agrees that it takes the Premises "as-is," with all faults and without any such representation or warranty, including any implied warranties.

ARTICLE IV: RENT

4.1. **Monthly Rent.** Commencing on the Rent Commencement Date and on the first day of each subsequent calendar month during the Term, Tenant shall pay to Landlord Monthly Rent in the amount of \$6,378.54, taking into account condition of the building and inefficiencies of space common in school buildings, which shall be increased as provided for herein, and any Additional Rent in lawful money of the United States, in advance and without offset, deduction, or prior demand, prorated for any partial month, except as otherwise permitted or provided for in this Lease. The Monthly Rent shall be payable at Landlord's address as set forth in the Article I or at such other place or to such other authorized agent as Landlord may designate in writing from time-to-time. The Monthly Rent shall increase 10% every five years, including Option Terms, as set forth in Exhibit B attached hereto and made a part of this Lease. As additional consideration under the Lease, Tenant will allow storage of property and evidence from the Granite School District Police Department and manage the same at no additional charge.

ARTICLE V: OPERATING EXPENSES

5.1 **Operating Expenses.** Landlord and Tenant agree that this Lease shall be considered a triple net lease. Tenant agrees to pay directly (except as otherwise set forth herein) for 100% of all costs of operating and maintaining the Premises, which shall include, without limitation, insurance,

real estate and personal property taxes and assessments, management fees, utilities, heating, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, repairs, cleaning and custodial, security, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct costs of operating and maintaining the Premises ("Operating Expenses"). Notwithstanding the foregoing, Operating Expenses shall not include any amount related to (i) any amount for which Landlord is reimbursed through insurance or by third persons; (ii) costs of items and services for which Tenant reimburses Landlord or pays third persons directly; (iii) any fines, costs, late charges, penalties or interest imposed on Landlord unless resulting from the action or inaction of Tenant; and (iv) depreciation of the Premises.

For purposes of this Lease, "Taxes" shall mean all taxes, assessments, betterments, excises, user fees and all other governmental charges and fees of any kind or nature, or impositions or agreed payments in lieu thereof or voluntary payments made in connection with the provision of governmental services or improvements of benefit to the Building or the Premises (including any so-called linkage, impact or voluntary betterment payments), assessed or imposed against the Premises or any part thereof (including, without limitation, any personal property taxes levied on such property during the Term of the Lease, or on fixtures or equipment used in connection therewith), or upon Landlord by virtue of its ownership thereof, other than a federal or state income tax of general application, during the Term of the Lease. The parties are both currently tax-exempt entities. If during the Term the present system of taxation shall be changed so that there shall be assessed, levied or imposed on the Premises or any part thereof or on Landlord any kind or nature of federal, state, county, municipal or other governmental capital levy, income, sales, franchise, excise or similar tax, assessment, levy, charge or fee measured by or based in whole or in part upon Building valuation, mortgage valuation, rents or any other incidents, benefits or measures of real property or real property operations and imposed on owners of real estate generally, then any and all of such taxes, assessments, levies, charges and fees shall be included within the term Taxes, but only to the extent the same are applicable to the Premises.

If Landlord shall receive a refund of any Taxes paid by Tenant, Landlord shall reimburse Tenant Tenant's Proportionate Share of said refund.

5.2 Property Management and Maintenance. In addition to Rent, Operating Expenses, and general duties of reasonable care and upkeep, Tenant shall be required, at its own expense, to maintain the Premises consistent with the terms set forth in Exhibit C. Failure to do so, shall be material breach of this Lease.

5.3 Yearly Inspection of Premises. Landlord and Tenant agree to jointly participate in an on-site walk-through inspection of the Premises on the first business day of each anniversary of the Lease (unless the parties mutually agree in writing to a different time, the "Yearly Routine Inspection", it being understood that the frequency of such inspections may be relaxed at the Landlords discretion). Landlord and Tenant acknowledge that this is an opportunity to review and discuss the condition, servicing, and maintenance of all aspects of the Premises and to create a working list of maintenance issues to be addressed and resolved on a no less than yearly basis, including but not limited to those set forth in Exhibit D.

5.4. Utilities. All utilities and services shall be separately metered and billed directly to Tenant from the utility company. To the extent telecommunications, and other energy, utilities, and

services used or consumed specifically on and for the benefit of the Premises during the Term have been separately metered by the Landlord, Tenant agrees that it shall pay all charges and deposits directly to the applicable utility provider. Accordingly, to the extent the Premises are not separately metered for any such utilities, such utilities shall be included as a part of the Operating Expenses. For those utilities that are separately metered as of the Term Commencement Date, Tenant shall make arrangements with appropriate utility or service companies, and Tenant shall promptly pay all costs with respect to same, such payments to be made, to the extent possible, directly to the utility or service provider or to the appropriate party charged with collecting the same. It is understood and agreed that Landlord shall not be liable for (nor suffer any reduction in any rent on account of) any interruption or failure in the supply of the same. Upon written request from time to time (but not more than once in a calendar year), Tenant shall provide Landlord with evidence that all utilities are paid current.

5.5. **Personal Property Taxes.** The parties are both currently tax exempt entities. To the extent applicable, Tenant shall pay when due, directly to the relevant taxing authority, any applicable taxes charged against Tenant's or any subtenant's furniture, fixtures, and equipment (FF&E), or any other personal property belonging to Tenant or any subtenant. To the extent it becomes necessary; Tenant shall use good faith efforts to have such FF&E and any other personal property taxed separately from the Premises and the Building. If any of such FF&E or other personal property shall be taxed with the Premises or the Building, Tenant shall pay Landlord the taxes attributable to such FF&E or any other personal property within thirty (30) days after Tenant receives a written statement from Landlord (including reasonable supporting documentation) for such personal property taxes.

5.6. **Method of Payment.** Tenant agrees to pay the Monthly Rent to Landlord in advance in equal monthly installments by the first (1st) day of each calendar month during the Term. Tenant shall make a ratable payment of Monthly Rent and Additional Rent (to the extent applicable) for any period of less than a calendar month at the beginning or end of the Term. All payments of Monthly Rent, and all payments of Additional Rent and other sums due and payable to Landlord, shall be paid in readily available U.S. funds at the address of Landlord set forth in Section 1.1 of this Lease or such other place as Landlord may from time to time direct, without demand, set-off or other deduction.

5.7. **Rent Payments.** Monthly Rent, Additional Rent, and all other sums payable hereunder by Tenant, shall be paid without notice or demand, and without set off, counterclaim, recoupment, abatement (except as expressly agreed to herein), suspension, deduction, or defense (other than payment) whatsoever, so that this Lease shall yield to Landlord the Monthly Rent under all circumstances and conditions whether now or hereinafter existing and whether or not within the contemplation of Landlord or Tenant. Except as otherwise expressly set forth in this Lease, Tenant shall in no event have any right to terminate this Lease. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Monthly Rent, the Additional Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

ARTICLE VI: MAINTENANCE, USE, AND ALTERATIONS OF PREMISES

6.1. **Landlord's Repair Obligations.** Except as otherwise set forth herein, Landlord shall have no obligations with respect to the Premises.

6.2. **Tenant's Repair and Maintenance Obligations.** Tenant accepts the Premises AS-IS WHERE-IS and in the condition at the time of the Effective Date. Except as expressly set forth herein, Tenant shall be responsible for keeping the Premises in good order, repair, and condition. Without limiting the generality of the foregoing, Tenant shall (except as expressly set forth in Section 6.1, Section 6.7, Section 10.1, Section 10.2, or as otherwise provided in this Lease) keep all interior walls, floor surfaces (including all floor slabs) and interior coverings, doors, and partitions, all fixtures and equipment, in good order, repair, and condition, shall provide all cleaning, painting, and floor covering to the Premises, and shall remove all refuse from and provide its own janitorial services for the Premises in conjunction with the property maintenance obligations set forth above (Section 5.2).

6.3. **Use and Compliance with Law.** Tenant shall use the Premises for the Permitted Uses and only as permitted under federal, state, and local laws, regulations and orders applicable from time-to-time, including, without limitation, municipal by-laws, land use and zoning laws, environmental laws and regulations (including all laws and regulations regulating the production, use, and disposal of any pollutant or toxic or hazardous material), and occupational health and safety laws. Tenant shall procure all approvals, licenses and permits necessary therefor, and, upon written request, provide Landlord true and complete copies of the same and all applications therefor. Tenant shall promptly comply in all material respects with all present and future laws applicable to Tenant's use of the Premises or Tenant's signs thereon, foreseen or unforeseen, and whether or not the same necessitate structural or other extraordinary changes or improvements to the Premises or interfere with its use and enjoyment of the Premises, and shall keep the Premises equipped with adequate safety appliances and comply with all applicable requirements reasonable in light of the use Tenant is making of the Premises. If Tenant's use of the Premises is the sole cause of any increase in the premium for any insurance carried by Landlord, then upon Landlord's notice to Tenant of such increase (accompanied by reasonably satisfactory evidence of such increase), Tenant shall pay the same to Landlord upon demand as Additional Rent. Tenant shall, in any event, indemnify and save Landlord harmless from all reasonable loss, claim, damage, cost or expense (including reasonable attorneys' fees of counsel of Landlord's choice against whom Tenant makes no reasonable objection) on account of Tenant's failure to so comply with the obligations of Section 6.3 of this Lease (paying the same to Landlord upon demand as Additional Rent). Tenant shall bear the sole risk of all present or future laws affecting the Premises or appurtenances thereto, and Landlord shall not be liable for (nor suffer any reduction in any rent on account of) any interruption, impairment or prohibition affecting the Premises or Tenant's use thereof resulting from the enforcement of laws.

6.4. **Rules and Regulations.** Tenant shall comply with the rules and regulations for the Premises set forth on Exhibit E attached to and hereby made a part of this Lease ("Rules and Regulations"), as the same may be reasonably amended from time-to-time by Landlord (with mutual agreement by the parties) in order to address the proper operation, care, and use of the Building and the Premises and any other areas in which Tenant is granted rights of use by the terms

of this Lease; provided, however, Tenant is not obligated to comply with any Rules and Regulations that adversely impact, alter, affect, prohibit, or interfere with the Permitted Uses or any other rights, benefits, grants, or obligations of Tenant under this Lease, including, without limitation, anything that would adversely affect, alter, or expand the original scope, nature, and intent of Landlord and Tenant with respect to the Premises, the Term, the calculation of Rent, Tenant's Proportionate Share, or any other amounts payable by Tenant under this Lease. In the event of any conflict between any Rules and Regulations, including any modifications or newly adopted Rules and Regulations, and the provisions of this Lease, the terms of this Lease shall govern and control in every respect.

6.5. **Nuisance; Hazardous Materials.** Tenant shall not, either with or without negligence, injure, overload, deface, damage or otherwise harm the Premises or any part or component thereof; commit any nuisance; permit the emission by Tenant or any of the agents, employees, contractors, licensees, invitees, assignees, subtenants or customers of Tenant of any hazardous materials or substances; allow the release or other escape of any biologically or chemically active or other hazardous substances or materials so as to impregnate, impair or in any manner affect, even temporarily, any element or part of the Premises, or allow the storage or use of such substances or materials in any manner not sanctioned by law or by commercially reasonable standards in the industry for the storage and use of such substances or materials; nor shall Tenant bring onto the Premises any such materials or substances except to use in the ordinary course of Tenant's business, and then only in strict compliance with applicable law; permit the occurrence of unreasonable noise or odors; or make, allow or suffer any waste whatsoever to the Premises. Notwithstanding, nothing in this Lease shall prevent Tenant from using cleaning or other similar products customarily used in connection with the cleaning and maintenance of the Premises and office space generally. Without limitation, "hazardous materials" means (a) "hazardous waste" as defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), including any future amendments thereto, and regulations promulgated thereunder; (b) "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), including any future amendments thereto, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) underground storage tanks, whether empty or filled or partially filled with any substance; (f) any substance the presence of which is or becomes prohibited by any federal, state, or local law, ordinance, rule or regulation; and (g) any hazardous or toxic substance, material, or waste which under any federal, state, or local law, ordinance, rule, or regulation requires special handling or notification in its collection, storage, treatment or disposal and all substances described or regulated in any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions, human health or hazardous substances, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §§300(f) et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §1101 et seq.), The Endangered Species Act (16 U.S.C. §1531 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.) and the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.) and the

regulations promulgated pursuant to such laws, all as amended from time to time, and all other laws governing similar matters as they may be amended from time to time. In addition, Tenant shall execute affidavits, representations and the like in form reasonably acceptable to Landlord and Tenant, from time to time at Landlord's request concerning Tenant's actual knowledge and belief regarding the presence or absence of hazardous materials and substances on the Premises. In all events, Landlord and Tenant shall each indemnify, defend, and hold harmless each other and their respective mortgagees as provided in this Lease from any claims resulting from any release of hazardous materials or substances on the Premises, and/or the Building occurring during the Term, to the extent caused by the indemnifying party or their respective agents or contractors. Landlord shall indemnify, defend and hold Tenant harmless from any releases of hazardous materials or substances on the Premises occurring prior to the Term. The indemnities under this Section 6.5 shall survive any termination of this Lease. (At the request of Landlord, Tenant will from time to time confirm such indemnity to mortgagees directly with such mortgagees.) The indemnities under Section 6 of this Lease shall survive any termination of this Lease.

6.6. **Landlord's Right to Enter.** Following advance written notice to Tenant of no less than three (3) business days, except in the case of an emergency, or where necessary to prevent imminent injury to persons or damage to Premises, Landlord and its agents or employees may enter the Premises (in a manner which shall not unreasonably interfere with Tenant's operations, activities, and occupancy), during normal business hours (and in case of emergency at any time) for the purpose of determining the need for and performing repairs or replacements, or exercising any of the rights reserved to Landlord herein, or securing or protecting Landlord's Premises, or removing any alterations or additions not consented to by Landlord, and similarly upon reasonable notice may show the Premises to prospective purchasers and lenders, and during the last three (3) months of the Term to prospective tenants (provided Tenant has not exercised its right to extend the Original Term as provided for herein), and may keep affixed in suitable places notices for letting (during the last three (3) months of the Term) and selling. Except in case of emergency, Landlord shall be subject to reasonable security conditions in entering the Premises, if any, set forth by Tenant in writing to Landlord. If Tenant so desires, a representative of Tenant may accompany Landlord or its agents in any entry onto the Premises under this Lease.

6.7. **Alterations, Additions, and Improvements.** Tenant shall not make any material installations, alterations, additions, or improvements (collectively, "Tenant Improvements") in or to the Premises, including, without limitation, any apertures in the walls, partitions, ceilings or floors, without obtaining the prior written consent of Landlord, unless such work costs (is or valued at) less than \$5,000 in the aggregate during any twelve (12) month period that does not materially affect the Building's structure or mechanical, electrical, or other building systems. Landlord consents to the Tenant Improvements set forth in Exhibit F, including the Tenant Improvements shown in the attached plans and drawings. For additional improvements, in order to obtain Landlord's consent, Tenant must provide plans and specifications of any such work including the name of any contractors and subcontractors, the schedule, and the budget for such work (the "Improvement Plans"). Any such work so approved by Landlord, shall be performed only in accordance the Improvement Plans approved by Landlord, in Landlord's sole discretion, which shall be timely and not unreasonably denied.. Tenant acknowledges that any Tenant Improvements are under Granite School District acting under its State delegated powers acting as the Authority Having Jurisdiction (AHJ) and that therefore Tenant is required to obtain the necessary building

permit(s) from AHJ, and that AHJ shall conduct any related building inspections. Absent Landlord's prior approval in writing, Tenant shall not perform any work in or to the Premises that would, in Landlord's reasonable judgment, (i) in any manner adversely affect any structural component of the Building (including, without limitation, exterior walls, exterior windows, core walls, columns, roofs, or floor slabs), (ii) in any respect be incompatible with the electrical or mechanical components or systems of the Building, (iii) adversely affect space or areas outside the Premises and around the Building (including the exterior of the Building), (iv) substantially diminish the value of the Premises, or (v) require any unusual expense to re-adapt the Premises for the Permitted Uses. Tenant shall procure at Tenant's sole expense all necessary permits, including building permits from Landlord, and licenses before undertaking any work on the Premises and shall perform all such work in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable zoning, building, fire, health and other codes, regulations, ordinances and laws and with all applicable insurance requirements. If any notice of contract or lien is placed on the Premises arising from work performed by or for Tenant, and if requested by Landlord for any additional work requiring Landlord's approval, Tenant shall thereafter furnish to Landlord prior to commencement of any such work a bond or other security acceptable to Landlord assuring that any work by Tenant will be completed in accordance with the approved plans and specifications and that all subcontractors will be paid. Tenant shall employ for such work only contractors reasonably approved by Landlord and shall require all contractors employed by Tenant to carry insurance in types and amounts reasonably approved by Landlord (including without limitation worker's compensation insurance in accordance with statutory requirements and commercial general liability insurance covering such contractors on or about the Premises with a combined single limit as is appropriate for the project, but not less than \$1,000,000) and shall submit certificates evidencing such coverage to Landlord prior to the commencement of such work. Tenant shall indemnify and hold harmless Landlord from all injury, loss, claims or damage to any person or property occasioned by or arising out of the work contemplated herein, except to the extent caused by the misconduct or gross negligence of Landlord. Subject to the notice requirements and conditions of Section 6.6 above, Landlord may inspect the work of Tenant at reasonable times in accordance with Section 6.5 of this Lease and give notice of observed defects. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts and proof of payment for all labor and materials.

6.8. Tenant Improvements.

(a) All Tenant Improvements shall be constructed: (i) at Tenant's sole risk and in a professional and workmanlike manner, using materials reasonably acceptable in all respects to Landlord; and (ii) in accordance with all applicable local, state and federal laws, statutes, rules and regulations (the "Applicable Requirements") for the Premises and the Tenant Improvement Plans. In connection with the construction and/or installation of the Tenant Improvements, Tenant shall not permit to be filed against the Premises any mechanics' liens and if any such mechanics' lien shall be filed against the Premises, at Tenant's sole cost and expense, Tenant shall cause the same to be discharged or bonded to the satisfaction of Landlord. Tenant shall indemnify, defend, protect and hold harmless Landlord from and against any and all losses, liabilities, claims, damages, costs and/or expenses (including, without limitation, reasonable attorneys' fees) which may be suffered or incurred by Landlord in connection with the construction and/or installation of the Tenant

Improvements or relating in any way thereto, except to the extent caused by the misconduct or negligence of Landlord. Not later than forty-five (45) days after the completion of the Tenant Improvements, Tenant shall deliver to Landlord, in form and substance reasonably satisfactory to Landlord in all respects, the following (collectively, the “Tenant Improvements Certification Items”): (A) a certificate in the form attached hereto as Exhibit H, signed by the Tenant Improvements Contractor, certifying to Landlord and Tenant that the Tenant Improvements have been completed in all material respects in accordance with the Tenant Improvements Plans and that the Tenant Improvements, as so completed, comply in all respects with all Applicable Requirements; (B) a true and complete copy of the final certificate of occupancy issued with respect to the Tenant Improvements by the governmental authority having jurisdiction with respect thereto; and (C) (if applicable) true and complete final waivers and releases of liens with respect to the Tenant Improvements executed and delivered by the Tenant Improvements Contractor and all subcontractors and suppliers involved in connection therewith.

(b) All costs and expenses of any kind whatsoever incurred by Tenant in connection with the construction, shall be paid by Tenant, at Tenant’s sole cost and expense.

(c) Notwithstanding anything to the contrary set forth elsewhere in this Lease, Landlord shall have the right, at Landlord’s sole option, to employ a construction management supervisor in connection with the construction and/or installation by Tenant of the Tenant Improvements.

6.9. **Liens and Encumbrances.** Tenant shall not create or suffer and shall keep the Premises and Tenant’s leasehold free of, and shall promptly remove and discharge, any lien, notice of contract, charge, security interest, mortgage or other encumbrance which arises for any reason, voluntarily or involuntarily, as a result of any act or omission by Tenant or persons claiming by, through or under Tenant, or any of their agents, employees or independent contractors, including without limitation liens which arise by reason of labor or materials furnished or claimed to have been furnished to Tenant or for the Premises.

6.10. **Condition Upon Termination.** At the expiration or earlier termination of this Lease, Tenant (and all persons claiming by, through or under Tenant) shall, without the necessity of any notice, surrender the Premises and all keys to the Premises, remove all of Tenant’s FF&E and other personal property easily removed from the Premises, and all Tenant or subtenant signs wherever located, in each case repairing damage to the Premises which results in the course of such removal and restoring the Premises to a fully functional and tenantable condition (including the filling of all floor holes, the removal of all disconnected wiring back to junction boxes and the replacement of all damaged ceiling tiles). Tenant shall yield up the Premises (together with all Tenant Improvements and any additional alternations approved by Landlord that Landlord does not require Tenant to remove) broom-clean and in good order, repair and condition, reasonable wear and tear and damage by casualty and taking (to the extent provided in Article X of this Lease only) excepted. Any property not so removed within thirty (30) days after the expiration or termination of the Lease shall be deemed abandoned and may, after five (5) days prior written notice, be removed and disposed of by Landlord in such manner as Landlord shall determine, and Tenant shall pay to Landlord the reasonable cost and expense incurred by Landlord in such removal and disposition and in making any required repairs to the Premises. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord’s property),

without Landlord's prior written consent: (a) power wiring or wiring panels; (b) lighting or basic lighting fixtures; (c) doors, windows, or wall coverings; (d) drapes, blinds or other window coverings; (e) installed carpets or other installed floor coverings; (f) built-in heating or air conditioning equipment; (g) fencing or security gates; or (h) other, similar building operating equipment.

6.11. **Tenant's Expense.** If Tenant shall fail to maintain, repair or replace the Premises as required herein within thirty (30) days after written notice from Landlord specifying Tenant's failure to perform (provided, however, that if the nature of Tenant's failure is such that more than thirty (30) days are required to cure then Tenant shall not be in default if Tenant commences to cure such failure to perform within the (30) day period and thereafter diligently prosecutes the cure to completion, not to exceed one hundred twenty (120) days following written notice from Landlord to Tenant, then Landlord may, upon thirty (30) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises in accordance with Section 6.6 of this Lease and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant, within thirty (30) days of the receipt of a statement and invoice, including reasonable back-up documentation, shall reimburse Landlord for any commercially reasonable amounts actually paid and any commercially reasonable expense or contractual liability reasonably incurred in performing such maintenance, repair or replacement, together with an administrative charge of fifteen percent (15%), as Additional Rent. In the event of an emergency, or where necessary to prevent imminent injury to persons or damage to the Premises, Landlord may cure any such before the expiration of the cure period set forth above (in which case the administrative charge shall not be applicable), with such written notice to Tenant as is appropriate under the circumstances. In the event Tenant fails to pay Landlord any sum due pursuant to this Section 6.11 within such thirty (30) day period, Landlord shall be entitled thereafter to initiate any collection remedies available to Landlord under this Lease or provided at law and in equity.

6.12. **Interruptions.** Landlord shall not be liable to Tenant in damages or by reduction of rent or otherwise by reason of inconvenience or for loss of business arising from Landlord or its agents or employees entering the Premises for any of the purposes authorized in this Lease or for repairing, altering or improving the Building in a manner reasonable in light of the circumstances and as provided for herein. In case Landlord is prevented or delayed from making any repairs or replacements or furnishing any services or performing any other covenant or duty to be performed on Landlord's part by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises unless Tenant is unable to operate in the Premises for more than three (3) days in a calendar month (in which case the rent will be proportionally reduced for such month). Landlord reserves the right to stop any service or utility system, when necessary, by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord shall give Tenant such notice as is practicable under the circumstances of the expected duration of such stoppage and will exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE VII: INSURANCE AND INDEMNIFICATION

7.1. Insurance.

(a) Tenant shall purchase and maintain, at its sole cost and expense, insurance during the entire Term of the Lease and any period Tenant (or any party claiming by, through or under Tenant) occupies any portion of the Premises, for the benefit of the Tenant and Landlord (as their interests may appear) with terms and coverages reasonably satisfactory to Landlord, and with insurers having a minimum A.M. Best's rating of at least A-, and with such increases in limits as Landlord may from time to time reasonably request, but initially Tenant shall maintain the following coverages in the following amounts:

(i) Commercial General Liability Insurance naming Landlord, Landlord's management, leasing and development agents and Landlord's mortgagee(s) as additional insureds and certificate holder, with coverage for premises/operations, personal and advertising injury, products/completed operations and contractual liability with combined single limits of liability of not less than \$3,000,000 for bodily injury and property damage per occurrence and not less than \$5,000,000 in the aggregate .

(ii) Tenant shall carry property insurance covering property damage and business interruption for the Premises. Covered property shall include all tenant improvements, office furniture, Tenant's FF&E and other items of Tenant's personal property in the Premises. With respect to leasehold improvements only, such insurance shall name Tenant as the insured, Landlord as an additional insured, from time-to-time as additional loss payee(s) as their interests may appear. Such insurance shall be written on an "all risk" of physical loss or damage basis including but not limited to the perils of fire, extended coverage, windstorm, vandalism, malicious mischief, terrorism (certified and uncertified), sprinkler leakage, flood, windstorm and earthquake, for the full replacement cost value of the covered items and other endorsements as Landlord shall reasonably request from time-to-time and in amounts that meet any co-insurance clause of the policies of insurance with a deductible amount not to exceed \$10,000.

(b) Tenant and subtenants shall carry Workers' Compensation Insurance and Employers Liability Insurance with statutory limits and automobile liability insurance as required by law.

(c) Tenant shall, prior to the commencement of the Term and on each anniversary of the Term Commencement Date and/or renewal date thereof, furnish to Landlord certificate(s) (ACCORD 28 (2003/10) evidencing such coverage, which certificate(s) shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days' prior written notice to Landlord and Tenant. The insurance maintained by Tenant shall be deemed to be primary insurance and any insurance maintained by Landlord (acknowledging that Landlord has no obligation to maintain any such insurance) shall be deemed secondary thereto. Notwithstanding anything to the contrary set forth elsewhere in this Lease and irrespective of any termination of this Lease in accordance with the terms and conditions of this Lease, in the event that any property

insurance policy obtained or maintained by Tenant in accordance with the terms and conditions of this Lease pertaining to leasehold improvements shall be subject to a deductible, then and in such event, Tenant shall pay to Landlord, if, as, and to the extent applicable in connection with any claim made under such property insurance policy, that amount of money as shall be equal to the amount of such deductible. All insurance proceeds payable under the terms and conditions of any property insurance policy required to be obtained or maintained by Tenant pursuant to this Lease resulting from damage to the leasehold improvements within the Premises shall be promptly paid to and become the property of Landlord to be used for the Repair of the Premises and Building irrespective of any termination of this Lease or the cause of such damage. Tenant shall cooperate, fully and in all respects and at Tenant's sole cost and expense, with Landlord in connection with any efforts of Landlord to receive prompt payment of any proceeds required to be paid to Landlord pursuant to the terms and conditions of this Lease in regard to insurance policies covering leasehold improvements within Premises.

(d) Landlord and Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authorities, and shall not, directly or indirectly, make any use of the Premises or the Building which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage or may increase the cost of insurance or require additional insurance coverage. If Tenant fails to comply with the provisions of Section 7.1(b) of this Lease and (i) any insurance coverage is jeopardized and Tenant fails to correct such dangerous or prohibited use following ten (10) days' notice, or (ii) insurance premiums are increased and Tenant fails, following ten (10) days' notice, to cease such use, then in each event such failure shall constitute an Event of Default (as defined below) by Tenant under this Lease following the expiration of all applicable notice and cure periods, and Landlord shall have all of its remedies as set forth in the Lease.

(e) Landlord and Tenant each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Building or the Premises or to the contents thereof, to the extent such loss or damage is covered by valid and collectible property insurance policies. Landlord waives any and every claim against Tenant for any and all loss of or damage to the Building or the Premises or contents thereof, which would have been covered had the insurance policies required to be maintained by Landlord by this Lease been in force, to the extent that such loss or damage would have been recoverable under such insurance policies. Tenant waives any and every claim against Landlord for any and all loss of, or damage to, the Building or the Premises or the contents thereof which would have been covered had Tenant maintained the insurance policies required to be maintained by Tenant under this Lease been in force, to the extent that such loss or damage would have been recoverable under such insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant each agree to give to its insurance company written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver.

(f) Landlord shall at all times during the Term of this Lease, as a cost to be included in Operating Expenses, procure and maintain any and all policy or policies of insurance covering loss or damage to the Premises and the Building in the amount of the full replacement cost without

deduction for depreciation thereof, providing protection against all perils included within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage, and special extended coverage on the Premises and the Building. Additionally, Landlord may at its own expense choose to carry: (i) Bodily Injury and Property Damage Liability Insurance and/or Excess Liability Coverage Insurance; and (ii) Rental Income Insurance; and (iv) any other types and forms of insurance in amounts that Landlord or Landlord's lenders may deem appropriate, required, or necessary to remain consistent with and competitive with other comparable office buildings to the Building in terms of age, quality, size, location, services, amenities, quality of construction, and appearance within the Salt Lake City, Utah area. The costs of all insurance carried by Landlord shall be included in and paid as part of Operating Expenses.

7.2. **Waiver of Claim – Indemnification.** Without limiting any other provisions of this Lease, but subject to the provisions of Section 7.1(c) of this Lease, Tenant agrees to defend, protect, indemnify and save Landlord and its partners, affiliates, members, officers, agents, servants and employees and Landlord's management, leasing and development agents and Landlord's mortgagee(s) from time to time from and against all liability to third parties to the extent such arises out of the Tenant's use of the Premises by, or the acts or omissions of, Tenant or its servants, agents, employees, contractors, suppliers, workers or invitees on the Premises. To the extent not prohibited by law and subject to the waiver of subrogation contained in Section 7.1(c) of this Lease, Landlord and its partners, affiliates, officers, agents, servants and employees shall not be liable for any damage either to person, property or business resulting from the loss of the use thereof sustained by Tenant or by other persons due to the Building or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident or event in or about the Building, including the Premises, or due to any act or neglect of the Tenant or occupant of the Building or of any other person, unless and then only to the extent caused by the acts of omissions of Landlord or its agents, employees or contractors. This provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, ice, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures and windows, and except as provided above, shall apply without distinction as to the person whose act or omission was responsible for the damage and shall apply whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all personal property upon the Premises, or upon loading docks, recovering and holding areas, or freight elevators of the Building, shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof unless caused by the negligence or misconduct of Landlord or its agents. The provisions of Article VII and Article X of this Lease shall survive the expiration or earlier termination of this Lease and shall not derogate from the abatement and termination rights set forth in Section 6.11 of this Lease.

7.3. **Non-Waiver.** No waiver of any provisions of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provisions, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt for monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right to possession

hereunder or after the finding of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Monthly Rent and Additional Rent due, and the payment of said Monthly Rent and Additional Rent shall not waive or affect said notice, suit or judgment.

7.4. **Waiver of Subrogation.** Landlord and Tenant each waive any rights they have against the other party for loss or damage to property (including rental value or business interruption) to the extent such loss or damage (a) is covered (or would be covered if the applicable policy were maintained) by the property insurance required under this Lease, or (b) arises from a peril required by to be insured against under this Lease (e.g., fire, water damage, vandalism), regardless of fault. In addition, Landlord and Tenant, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that they or any insurance company may have against the other party. This waiver shall not apply to (a) loss or damage caused by gross negligence, willful misconduct, or intentional acts of the waiving party or its agents; (b) loss or damage occurring due to the failure of either party to maintain required insurance under this Lease; (c) any deductible or self-insured retention under the applicable policy. Landlord and Tenant intend that with respect to any loss from a named peril required to be covered under a policy of property insurance required under this Lease, the parties will look solely to their respective insurance company for recovery. The foregoing waivers of subrogation are operative only so long as commercially available in the state where the Premises is located at commercially reasonable rates and provided that no policy of insurance is invalidated by the waivers. This waiver shall survive Lease termination and shall be severable if any portion is held unenforceable.

ARTICLE VIII: ASSIGNMENT AND SUBLETTING

8.1. **Landlord's Consent Required.** Tenant shall not assign this Lease, or sublet or license the Premises or any portion thereof, or advertise the Premises for assignment or subletting or permit the occupancy of all or any portion of the Premises by anybody other than Tenant (each of the foregoing actions is referred to as a "transfer") without obtaining, on each occasion, the prior consent of Landlord, in Landlord's sole discretion, which consent shall not unreasonably be withheld. A transfer shall include, without limitation, any transfer of Tenant's interest in this Lease by operation of law, merger or consolidation of Tenant into any other firm or corporation, the transfer or sale of a controlling interest in Tenant whether by sale of its capital stock or otherwise or any liquidation of Tenant or a substantial part of Tenant's assets.

8.2. **Landlord's Consent.** Tenant's request for consent under Article VIII of this Lease shall set forth the details of the proposed transfer, including: (i) the name, business and financial condition of the prospective transferee; (ii) a true and complete copy of the proposed instrument containing all of the terms and conditions of such transfer; (iii) a written agreement of the assignee, subtenant or licensee, in recordable form reasonably approved by Landlord, agreeing with Landlord to perform and observe all of the terms, covenants, and conditions of this Lease; and (iv) any other information Landlord reasonably requested by Landlord prior to or in response to such notice. Landlord shall have the right to withhold consent, reasonably exercised as to any proposed sublease, or to grant consent, based on the following factors: (i) the operations, for profit status, or objective of the proposed assignee or subtenant and the proposed use of the Premises (if other than

the Permitted Uses); (ii) the financial condition of the proposed assignee or subtenant; and (iii) Tenant's compliance with all of its obligations under this Lease within applicable notice and cure period..

8.3. **No Release.** Notwithstanding any transfer of this Lease or any interest therein, Tenant's liability to Landlord shall in all events remain direct and primary. Any transferee of all or a substantial part of Tenant's interest in the Premises shall be deemed to have agreed directly with Landlord to be jointly and severally liable with Tenant for the performance of all of Tenant's covenants under this Lease; and such transferee shall upon request execute and deliver such instruments as Landlord reasonably requests in confirmation thereof (and agrees that its failure to do so shall be subject to the default provisions). Landlord may collect rent and other charges from such transferee (and upon notice such transferee shall pay directly to Landlord) and shall apply the net amount collected to the Rent and other charges herein reserved, but no transfer shall be deemed a waiver of the provisions of Section 8.2 of this Lease, or the acceptance of the transferee as a tenant, or a release of Tenant from direct and primary liability for the performance of all of the covenants of this Lease. The consent by Landlord to any transfer shall not relieve Tenant from the obligation of obtaining the express consent of Landlord to any modification of such transfer or a further assignment, subletting, license or occupancy, to the extent required in Section 8.1 of this Lease; nor shall Landlord's consent alter in any manner whatsoever the terms of this Lease, to which any transfer at all times shall be subject and subordinate. The breach by Tenant of any restriction on transfer in Section 8.2 of this Lease shall be an Event of Default.

ARTICLE IX: DEFAULT AND REMEDIES

9.1. **Events of Default.** Each of the following shall be an "Event of Default" under this Lease: (a) if Tenant fails to pay Monthly Rent or any Additional Rent or other sum or charge hereunder ten (10) days after due; or (b) if Tenant shall vacate or abandon all or substantially all of the Premises; or (c) if any assignment shall be made by Tenant (or any assignee or subtenant of Tenant) for the benefit of creditors; or (d) if Tenant's leasehold interest shall be taken on execution or by other process of law; or (f) if a petition is filed by Tenant (or any assignee or subtenant of Tenant) for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of any bankruptcy act then in force and effect; or (g) if an involuntary petition under the provisions of any bankruptcy act is filed against Tenant (or any assignee or subtenant of Tenant) and such involuntary petition is not dismissed within sixty (60) days thereafter; or (h) if Tenant (or any assignee or subtenant of Tenant) shall be declared bankrupt or insolvent according to law; or (i) if a receiver, trustee or assignee shall be petitioned for and not contested by Tenant for the whole or any part of Tenant's (or such assignee's or subtenant's) property, or if a receiver, trustee or assignee shall be appointed over Tenant's (or such other person's) objection and not be removed within sixty (60) days thereafter; or (j) if any material representation or warranty made by Tenant shall be untrue in any material respect; or (k) any default of Tenant with respect to any obligations of Tenant set forth in this Lease (including, without limitation, Article VII of this Lease) with respect to insurance pertaining to the Premises; or (l) any default of Tenant with respect to any obligations of Tenant set forth in Article VIII of this Lease; or (m) any default of Tenant with respect to any obligations of Tenant set forth in this Lease with respect to the environmental condition of the Premises (including, without limitation, in Section 6.3 or Section 6.4 of this Lease); or (n) any default of Tenant with respect to any obligations of Tenant set forth in this Lease, and the above-referenced default continues for thirty (30) days after notice from Landlord

to Tenant (provided, however, that such thirty (30) day period shall be reasonably extended for up to an additional sixty (60) days in the case of non-monetary default if the matter complained of can be cured, but the cure cannot be completed within such thirty (30) day period and Tenant begins promptly to cure within such period and thereafter diligently completes the cure (provided, however, if such matters cannot be cured then there shall be no cure period). Upon the occurrence of an uncured Event of Default, Landlord and its agents and employees lawfully may, in addition to and not in derogation of any remedies for any preceding breach, immediately or at any time thereafter, without demand or notice and with or without process of law, mail or deliver a notice of termination of the Term addressed to Tenant at the Premises or at any other address herein provided, and thereby terminate this Lease. Upon such mailing or delivery, as the case may be, the Term shall terminate, all executory rights of Tenant and all obligations of Landlord under this Lease shall immediately cease, and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenants; and Tenant hereby waives all statutory and equitable rights to its leasehold (including without limitation rights in the nature of further cure or of redemption, if any). Landlord may, without notice, store Tenant's effects (and those of any person claiming by, through or under Tenant) at the expense and risk of Tenant and, if Landlord so elects, may sell such effects at public auction or auctions or at private sale or sales after fifteen (15) days' written notice to Tenant (which notice Tenant agrees is reasonable) and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant. If any payment of Monthly Rent, Additional Rent, or other payment due from Tenant to Landlord is not paid when due, then Landlord may, at its option, in addition to all other remedies hereunder, impose a late charge on Tenant equal to five percent (5.00%) of the amount in question, which late charge will be due upon demand as Additional Rent. Any amounts past due and owing accrue interest at the "Default Rate" of 10% per annum.

9.2. Remedies for Default.

(a) If this Lease is terminated due to an Event of Default, then Tenant agrees, as an additional cumulative obligation after such termination, to pay all of Landlord's costs and expenses actually incurred by Landlord in connection with collecting amounts due hereunder, including reasonable attorneys' fees, and all of Landlord's reasonable expenses in connection with such reletting, including without limitation, tenant inducements, brokerage commissions, fees for legal services, expenses of preparing the Premises for reletting and the like ("Reletting Expenses"). It is agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant such tenant inducements as Landlord in its sole judgment considers advisable, and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its sole discretion considers advisable, and no action of Landlord in accordance with the foregoing. All Reletting Expenses, together with all sums otherwise provided for in this Lease, whether incurred prior to or after such termination, shall be due and payable immediately from time to time upon notice from Landlord.

(b) Termination Damages. If this Lease is terminated due to an Event of Default, then unless and until Landlord elects lump sum liquidated damages described in Section 9.2(a) of this Lease Tenant covenants, as an additional cumulative obligation after any such termination, to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if

this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence Tenant shall be credited with the net proceeds of any Rent then actually received by Landlord from a reletting of the Premises after deducting all sums provided for in this Lease to be paid by Tenant and not then paid. In no event shall Tenant be liable for indirect or consequential damages except: (i) in the case of holding over when notice of a new tenancy has been provided in advance pursuant to Section 12.7 of this Lease; or (ii) to the extent arising as a result of any material default, breach or misrepresentation by Tenant with respect to any material agreement, covenant, obligation, representation or warranty of Tenant set forth in this Lease pertaining to the environmental condition of the Premises, any environmental laws or ordinances pertaining to the Premises, or Tenant's use of the Premises.

9.3. **Remedies Cumulative.** Any and all rights and remedies Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two (2) or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to in Section 9.2 of this Lease.

9.4. **Effect of Waivers of Default.** Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition, or any waiver by Landlord of the breach of any covenant or condition, shall not in any way be held or construed to operate so as to impair the continuing obligation of such covenant or condition, or otherwise operate to permit other similar acts or omissions. No breach shall be deemed to have been waived unless and until such waiver be in writing and signed by Landlord. The failure of Landlord to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Lease, or the receipt by Landlord of Rent with knowledge of any violation, shall not be deemed a consent to or waiver of such violation, nor shall it prevent a subsequent act, which would otherwise constitute a violation, from in fact being a violation.

9.5. **No Accord and Satisfaction; No Surrender.** No acceptance by Landlord of a lesser sum than the Monthly Rent, Additional Rent or any other sum or charge then due shall be deemed to be other than on account of the earliest installment of such rent, sum or charge due; nor shall any endorsement or statement on any check or in any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other right or remedy available to it. The delivery of keys (or any similar act) to Landlord or any agent or employee of Landlord shall not operate as a termination of this Lease or an acceptance of a surrender of the Premises.

9.6. **WAIVER OF JURY. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY SUMMARY PROCEEDING IN ANY EMERGENCY OR OTHER STATUTORY REMEDY, OR IN ANY ACTION BASED, IN WHOLE OR IN PART, ON NON-PAYMENT OF RENT OR OTHER DEFAULT OR EVENT OF DEFAULT UNDER THIS LEASE.**

9.7. **Landlord's Curing and Enforcement.** If Tenant shall neglect or fail to perform or observe any covenant or condition of this Lease and shall not cure such default or Event of Default within the applicable cure period, Landlord may, at its option, without waiving any claim for breach, at any time thereafter cure such default or Event of Default for the account of Tenant, and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant shall reimburse Landlord therefor, together with an administrative charge of ten percent (10.00%) of the amount thereof, on demand as Additional Rent; and Tenant shall further indemnify and save Landlord harmless in the manner elsewhere provided in this Lease in connection with all of Landlord's actions in effecting any such cure. Notwithstanding any other provision herein concerning cure periods, Landlord may cure any default or Event of Default for the account of Tenant after such notice to Tenant, if any, as is reasonable under the circumstances (including telephone notice in the event of an emergency) if the curing of such default or Event of Default prior to the expiration of the applicable cure period is reasonably necessary to prevent likely damage to the Premises or other improvements or possible injury to persons, or to protect Landlord's interest in its property or the Premises. Tenant shall pay to Landlord on demand, as Additional Rent, all of the reasonable costs and expenses of Landlord, including such administrative charge and reasonable attorneys' fees, incurred in enforcing any covenant or condition of this Lease. Without limiting any of its other rights or remedies, any sum due hereunder shall, in addition, bear interest from the date due at one percent (1%) for each month (or ratable portion thereof) the same remains unpaid.

In the event Tenant breaches any covenant or fails to observe any condition set forth in Article VII of this Lease with respect to the insurance required to be maintained by Tenant, then and without limiting any other right or remedy, and notwithstanding any other provision herein concerning notice and cure of defaults or Events of Default, Landlord may immediately and without notice to Tenant obtain such insurance, and Tenant shall pay the cost thereof and Landlord's expenses related thereto upon demand as Additional Rent.

9.8. **Landlord's Default.** Each of the following acts or omissions of Landlord, or occurrences, shall constitute a "Landlord's Default": (i) a default by Landlord in the performance or observation of any agreement, liability, or obligation imposed on it by this Lease; or (ii) a breach of any representation, warranty, or covenant set forth in this Lease; provided, however, that, except for any actions, omissions, or occurrences that prevent Tenant from operating in the Premises for more than three (3) days, Landlord shall not be in default under this Lease unless Landlord fails to perform any liabilities or obligations of Landlord or cure such Landlord's Default within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligations is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion, not to exceed one hundred twenty (120) days following written notice from Tenant to Landlord. Upon the occurrence of a Landlord's Default under this Lease, Tenant may exercise all of its remedies and collect all damages as may be permitted under this Lease or by applicable law or equity, including, without limitation, immediate termination of the Lease. All rights, powers, and remedies of Tenant under this Lease and those rights, powers, and remedies in any other agreement now or hereafter in force between Landlord and Tenant shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to

Tenant by law, and the exercise of one or more rights, powers, or remedies shall not impair Tenant's right to exercise any other right, power, remedy, or indemnity.

9.9. **Vacancy During Last Six Months.** If Tenant vacates substantially all of the Premises (or substantially all of major portions of the Premises) at any time within the last six (6) months of the Term, Landlord may enter the Premises (or such portions) and commence demolition work or construction of leasehold improvements for future tenants. The exercise of such right by Landlord will not affect Tenant's obligations to pay Monthly Rent or Additional Rent with respect to the Premises (or such portions), which obligations shall continue without abatement until the end of the Term.

ARTICLE X: CASUALTY AND CONDEMNATION

10.1. **Fire or Casualty**

(a) If the Premises, the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not cause a termination of this Lease as described in the following sentences, then Landlord shall repair and restore the damage with reasonable promptness and diligence, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, but Landlord shall not be obligated to expend for repairing or restoring the damage an amount in excess of the proceeds of insurance actually received by Landlord for application to the repair of such damage. If in Landlord's reasonable estimation the Premises cannot be restored within three hundred sixty-five (365) days from the date of such fire or casualty, then Landlord shall give notice to Tenant of such estimate within ninety (90) days after such fire or casualty. Tenant may elect by notice given to Landlord within sixty (60) days following the date of such notice from Landlord (time being of the essence) to terminate this Lease effective as of the date of Tenant's notice. If any such damage (i) renders twenty-five percent (25.00%) or more of the Building untenable or (ii) renders general Building systems inoperable and such systems cannot be repaired in Landlord's reasonable estimate within three hundred sixty-five (365) days from the date of such damage or (iii) occurs within the last two (2) Lease Years, Landlord shall have the right to terminate this Lease as of the date of such damage upon notice given to the Tenant at any time within ninety (90) days after the date of such damage. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, by virtue of any delays in completion of such repairs and restoration provided that Tenant shall have the right to terminate the Lease if such repairs are not completed within such three hundred sixty-five (365) day period, by notice given within thirty (30) days after such repair period expires, which notice shall be deemed withdrawn if the restoration is completed within thirty (30) days after such notice is delivered to Landlord. Monthly Rent, Additional Rent, and any other amounts payable by Tenant under this Lease, however, shall abate on those portions of the Premises or the Building (including machinery or equipment used in its operation) that are, from time to time, untenable and, in fact, unoccupied by Tenant as a result of such damage and will continue to abate until such repairs are completed.

(b) Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty pursuant to Section 10.1 of this Lease to repair or restore any portion of any alterations, additions, installation or improvements in the Premises or the decoration thereto except to the extent that the proceeds of the insurance carried by Tenant are timely received by Landlord for application to such use. If Tenant desires any other additional repairs or restoration, and if Landlord consents thereto, it shall be done at Tenant's sole cost and expense subject to all of the applicable provisions of this Lease. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage whether carried by Landlord or Tenant, for damage to any alterations, addition, installation, improvements or decorations which would become the Landlord's property upon the termination of the Lease.

ARTICLE XI: INTERLOCAL COOPERATION ACT

11. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Act, and in connection with this Lease, the Landlord and Tenant agree as follows:

11.1. This Lease shall be approved by each party pursuant to Section 11-13-202.5 of the Interlocal Act;

11.2. This Lease shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;

11.3. A duly executed original counterpart of this Lease shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act;

11.4. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Lease, and for any financing of such costs; and

11.5. No separate legal entity is created by the terms of this Lease. To the extent that this Lease requires administration other than as set forth herein, it shall be administered by a joint board of the Unified Police Department or designee, and the superintendents of the Granite School District or designee. No real or personal property shall be acquired jointly by the parties as a result of this Lease. To the extent that a party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Lease, such party shall do so in the same manner that it deals with other property of such party.

ARTICLE XII: MISCELLANEOUS

12.1. **Quiet Enjoyment.** Landlord agrees that upon Tenant's paying all rent and performing and observing all covenants, conditions and other provisions on its part to be performed and observed, Tenant may peaceably and quietly have, hold and enjoy the Premises during the Term without disturbance by Landlord or anyone claiming by, through or under it, subject always to the terms of this Lease, provisions of law, and rights or interests of record to which this Lease may be or become subject and subordinate.

12.2. **Limitation of Liability.** In no event shall Landlord or Tenant ever be liable to the other party (or such persons) for indirect or consequential damages; nor shall Landlord or Tenant ever be answerable or liable in any equitable judicial proceeding or order beyond the extent of such interest in the Premises.

12.3. **Applicable Law and Construction.** This Lease may be executed in counterpart copies and shall be governed by and construed as a sealed instrument in accordance with the laws of the State of Utah. If any provision shall to any extent be invalid, the remainder of this Lease shall not be affected. Other than contemporaneous instruments executed and delivered as of the Date of Lease, if any, this Lease contains all of the agreements between Landlord and Tenant with respect to the Premises and the Building and supersedes all prior dealings between them with respect thereto. There are no oral agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by an instrument in writing executed by Landlord and Tenant. The enumeration of specific examples of a general provision shall not be construed as a limitation of the general provision. Unless a party's approval or consent is required by its terms not to be unreasonably withheld, such approval or consent may be withheld in the party's sole discretion. This Lease and all consents, notices and other related instruments may be reproduced by any party by photographic, microfilm, microfiche or other reproduction process and the originals thereof may be destroyed; and each party agrees that reproductions will be admissible in evidence to the same extent as the original itself in and judicial or administrative proceeding (whether or not the original is in existence and whether or not reproduction was made in the regular course of business), and further reproduction will likewise be admissible. The titles of the several Articles and Sections are for convenience only and shall not be considered a part hereof. The submission of a form of this Lease or any summary of its terms shall not constitute an offer by Landlord to Tenant; but a leasehold shall only be created and the parties bound when this Lease is executed and delivered by both Landlord and Tenant.

12.4. **Successors and Assigns.** Except as herein provided otherwise, the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its legal representatives, successors and assigns, and shall inure to the benefit of Tenant and its legal representatives, successors and permitted assigns; and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon Tenant and Tenant's legal representatives, successors and permitted assigns and shall inure to the benefit of Landlord and its legal representatives, successors and assigns.

12.5. **Relationship of the Parties.** Nothing herein shall be construed as creating the relationship between Landlord and Tenant of principal and agent, or of partners or joint venturers; it being understood and agreed that neither the manner of fixing rent, nor any other provision of this Lease, nor any act of the parties, shall ever be deemed to create any relationship between them other than the relationship of landlord and tenant.

12.6. **Legal Proceedings.** If either party shall be in breach or default under this Lease, such party shall reimburse the other upon demand for any reasonable costs or expenses incurred in connection with any breach or default of the defaulting party, as provided in this Section 12.6.

Such costs shall include all reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise.

12.7. **Holding Over.** If Tenant (or anyone claiming by, through or under Tenant) shall remain in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease with respect to any portion of the Premises without any agreement in writing executed with Landlord, the person remaining in possession shall be deemed a tenant at sufferance, Tenant shall thereafter pay monthly installments of Monthly Rent in an amount equal to 200% of the greater of (a) the Monthly Rent payable by Tenant to Landlord for the Premises pursuant to this Lease as of the last full calendar month occurring prior to the expiration or earlier termination of this Lease, or (b) the then prevailing fair market rent for the Premises, together with, in either such case, all Additional Rent payable and covenants of Tenant in force as otherwise herein provided, and Tenant shall be liable to Landlord for all damages directly arising from such breach. After acceptance of the full amount of such rent by Landlord the person remaining in possession shall be deemed a tenant from month-to-month at such rent and otherwise subject to and having agreed to perform all of the provisions of this Lease, but Landlord will not be deemed to have relinquished any claims for damages.

12.8. **Interpretation.** Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine, and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Landlord or Tenant, the terms "Landlord" and "Tenant", as applicable, shall include each of Landlord and Tenant's agents, employees, contractors, invitees, successors, and assigns.

12.9. **Waivers.** All waivers shall be in writing and signed by the waiving party. Landlord or Tenant's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord or Tenant from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Landlord or Tenant or in a letter accompanying a payment check shall be binding on the receiving party. Landlord and Tenant may, with or without notice to the sending party, negotiate such check without being bound by to the conditions of such statement.

12.10. **Force Majeure.** Except for the payment of Rent as due, in the event that Landlord or Tenant shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Lease to be performed by Landlord or Tenant and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service or other act shall be excused for the period of such delay and the period for the performance of such work, service or other act shall be extended for a period equivalent to the period of such delay. Any party to this Lease asserting that a force majeure circumstance has or is occurring shall give written notice thereof to the other party and the period of force majeure shall commence to run not earlier than thirty (30) days prior to the date of such written notice.

12.11. **Brokers.** Each of Tenant and Landlord represents and warrants to the other that it has not dealt with any broker in connection with this Lease or the Premises and Tenant and

Landlord agree to indemnify and save the other harmless from all loss, claim, damage, cost or expense (including reasonable attorneys' fees of counsel of the other's choice against whom the indemnifying party makes no reasonable objection) arising from any its breach of this representation and warranty. This warranty and representation shall survive the term or any early termination of this Lease.

12.12. **Building and Site Signage.** Tenant shall not place any signs at or upon the exterior of the Building except after having obtained the prior written consent thereto of Landlord (which prior written consent shall not be unreasonably withheld, conditioned or delayed). In the event Landlord shall grant its consent to Tenant with respect to the construction and/or installation of any signage on the exterior of the Premises or the Building advertising Tenant's use and occupancy of the Premises, all such signage shall: (i) be constructed and/or installed by Tenant at Tenant's sole cost and expense; (ii) be constructed and/or installed in accordance with all Applicable Requirements; (iii) be subject to the prior written approval of Landlord (such prior written approval of Landlord not to be unreasonably withheld, conditioned, or delayed); and (iv) be removed by Tenant on or before Expiration Date or any earlier date as of which this Lease shall terminate at Tenant's sole cost and expense and, at Tenant's sole cost and expense, Tenant shall restore the exterior of the Premises or the Building to its condition as existing prior to the construction and/or installation of such signage by Tenant.

Signature page to follow

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, consisting of the foregoing provisions and articles, including all exhibits and other attachments referenced therein, as of the date first above written.

LANDLORD:

GRANITE SCHOOL DISTRICT
a Utah _____

By: _____

Name: _____

Title: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. SECTION 11-13-202.5
GRANITE SCHOOL DISTRICT ATTORNEY

By: _____

Date Signed: _____

TENANT:

UNIFIED POLICE DEPARTMENT,
a Utah _____

By: _____

Name: _____

Title: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. SECTION 11-13-202.5
UNIFIED POLICE DEPARTMENT
CHIEF LEGAL OFFICER

By: _____

Date Signed: _____

EXHIBIT A
DESCRIPTION OF THE PREMISES

Western Hills Elementary School (the “Building”) located at 5190 S Heath Avenue, Kearns, Utah 84118

Legal descriptions can be located on the Salt Lake County Assessor site under:

Parcel # 20-12-453-046

Parcel # 20-12-453-024

EXHIBIT B

SCHEDULE OF MONTHLY RENT DURING THE ORIGINAL TERM

<u>Period</u>	<u>Escalation</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
Years 1- 5	0%	\$76,542.48	\$6,378.54
Years 6 – 10	10%	\$84,196.73	\$7,016.39
Years 11 -15	10%	\$92,616.40	\$7,718.03
Years 16 - 20	10%	\$101,878.04	\$8,489.84
First Option Period (Years 21- 25)	10%	\$112,065.84	\$9,338.82
Second Option Period (Years 26 - 30)	10%	\$123,272.42	\$10,272.70

EXHIBIT C

PROPERTY MAINTENANCE

- A. Standard of Care: The Premises maintenance shall be at level approximate to Class B Office Space (per BOMA, Class B Space competes for a wide range of users with Building finishes that are fair to good for the area and systems are adequate, but the building does not compete with Class A space.
- B. Responsibilities: Maintenance to be provided in addition to the Rent and other amounts owing under the Lease:

Plumbing/ HVAC

- 1. Leaking pipes or Plumbing Fixtures
- 2. Broken or worn-out plumbing fixtures repair or replacement
- 3. Broken or leaking underground utility piping exterior of building
- 4. Air Conditioning repairs
- 5. Thermostatic HVAC controls
- 6. Boiler Repairs, annual inspections, and permits
- 7. Water heater repairs or replacement
- 8. Circulating Pump, repair or replacement
- 9. Daily Boiler maintenance, low water and mud leg blow down, water chemical testing
- 10. HVAC system startups and shutdowns
- 11. Installation of new plumbing or HVAC equipment, and or fixtures
- 12. Plugged sewer drainage piping, storm drain catch basins or piping
- 13. HVAC filter replacement in the air handlers that supply HVAC to the building

Grounds Maintenance

- 14. Mowing lawns
- 15. Weed Trimming with a power line trimmer
- 16. Lawn edging
- 17. Grass fertilizing
- 18. Grass weed spraying
- 19. Irrigation repair
- 20. Irrigation winterizing
- 21. Irrigation testing and summer start up
- 22. Tree and shrubbery pruning, removal, and replacement
- 23. Lawn aerating
- 24. Mowing and irrigation of all grass areas
- 25. Snow removal
- 26. Irrigation and weed control in planter beds
- 27. General Weed pulling
- 28. Fall Leaf Raking and clean up

29. Cleaning debris and garbage from parking lot

Electrical Maintenance

30. Repair and replacement of electric motors
31. Repair of electric motor controls
32. Repair and replacement of electrical switches, disconnects, breakers, main panels, and outlets
33. Light ballast replacement
34. Lamp replacements in parking lot pole lights
35. Lighting lamp replacement on interior and exterior including parking lot pole lights
36. Maintenance, repair or installation of any new fixtures or equipment that may need electricity that is not original to the building

Safety and Compliance

37. Asbestos testing and removal to the extent necessitated by Tenant's alterations, additions or improvements pursuant to Section 6.7 of the Lease
38. Fire alarm panels inspection, repair, and certification
39. Fire sprinkler systems, inspection testing and repairs
40. Building Maintenance Roof leaks Exterior and interior doors and associated hardware
41. Broken window replacement
42. Drywall patching
43. Ceiling tile replacement
44. Floor tile replacement
45. Carpet repairs
46. Wall covering repair or replacement
47. Painting

General Maintenance

48. Annual preventive maintenance inspections, mechanical equipment lubrication and cleaning pursuant to Exhibit D.

EXHIBIT D
YEARLY INSPECTIONS AGENDA

Sample of topics to be reviewed and discussed

1. General facility conditions
2. Deferred maintenance
3. Labor-saving or energy-saving recommendations to improve economy or efficiency in the management, operation, maintenance or repair of the Building
4. Replacement of a building mechanical equipment or systems
5. Snow and ice removal
6. Cleaning of sidewalks, lawn maintenance
7. Planting beds, maintenance, weeds, and appearance
8. Replanting of landscaped areas
9. Exterior lighting and signage for the premises or the building
10. Waste removal
11. The operation, maintenance, repair, replacement, inspection and servicing of electrical, plumbing, heating, air conditioning, ventilating, fire and life safety, and all other mechanical equipment or systems of the Building
12. Heat, air conditioning, electricity, gas, water and sewer, storm water discharge, and other utilities

EXHIBIT E
RULES AND REGULATIONS

1. Except as otherwise provided in the Lease, advertisement shall be restricted to the government and law enforcement use nature of the facility (i.e. no commercial advertisement). Notices of civic engagement, civic programs, educational programs, non-profit community events, etc. are not contemplated to be regulated under this provision. Landlord shall have the right to remove or have removed any such unapproved item after 10 days written notice and, without response from the Tenant, at Tenant's expense.
2. Tenant shall not use any method of heating or air-conditioning other than that supplied by the building systems without the prior written consent of Landlord, which shall not be unreasonably withheld.
3. No awnings or other projections shall be attached to the outside walls of the Building, except as approved in connection with the approved design documents for the Tenant Improvements.
4. Tenant shall not use, keep or permit to be used or kept any flammable or combustible materials without proper governmental permits and approvals, except for cleaning and other products typically found in commercial office space.
5. Tenant shall not use or permit the use of the Premises for lodging or sleeping, or for any illegal or immoral purpose.
6. In the event Tenant alters any lock or installs any new locks or bolts on any door at the Premises, Tenant shall provide Landlord with a copy of a key, access card, or other access within 24 hours of the alteration or installation of the lock. However, access to Property and Evidence will require the presence of UPD personnel who will have the only access to secure areas.
7. Storage of propane tanks, whether interior or exterior, shall be in secure and protected storage enclosures approved by the local fire department and, if exterior, shall be located in areas specifically designated by Landlord. Safety equipment, including eye wash stations and approved neutralizing agents, shall be provided in areas used for the maintenance and charging of lead-acid batteries. Tenant shall protect electrical panels and Building mechanical equipment from damage.
8. No person shall go on the roof of the Property without Landlord's permission except to perform maintenance or other obligations or to exercise Tenant's rights under its lease.
9. No animals (other than police K-9s, service dogs or licensed services animals) of any kind may be brought into or kept in or about the Premises absent Landlord's approval, which shall not be unreasonably withheld.
10. Machinery, equipment and apparatus belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building to such a degree as to cause harm to the Building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the transmission of such noise and vibration. Tenant shall cease using any such machinery which causes such noise and vibration which cannot be sufficiently mitigated.

11. All goods and equipment, including material used to store goods, delivered to the Premises of Tenant shall be immediately moved into the Premises and shall not be left in parking or exterior loading areas overnight, except for vehicles.
12. Tenant shall be responsible for the safe storage of all trash and refuse. All such trash and refuse shall be contained in suitable receptacles stored in a neat and orderly manner, so as not to have an unkempt appearance from the street or other public areas. Landlord reserves the right to remove, at Tenant's expense and upon five days' notice, any trash or refuse left elsewhere outside of the Premises or the Building.
13. Tenant shall appoint an Emergency Coordinator who shall be responsible for assuring notification of the local fire department in the event of an emergency.

EXHIBIT F

INITIAL TENANT IMPROVEMENTS

Plans, Specifications and Design Guidelines for Initial Improvements (If known at the time of lease execution)

Exhibit G

Certificate of Occupancy/Building

Exhibit H

Occupancy Certificate/Tenant Improvement

UNIFIED POLICE DEPARTMENT
BOARD MEETING
MAY 30TH, 2025



REQUEST:	Resolution Approving Lease Agreement
APPLICANT:	Harry Souvall, Chief Legal Counsel
FISCAL IMPACT:	Yes

NOTICES:

- Posted at Millcreek City Hall
- Posted on State webpage

PREPARED BY:
Harry Souvall
Chief Legal Counsel

APPROVED BY:
Chief Jason Mazuran

BACKGROUND:

The purpose of this resolution is to authorize the lease agreement between UPD and the Granite School District. UPD has had a long-term lease with Salt Lake County to use the Salt Lake County Sheriff's Property and Evidence building. However, that lease terminated upon the separation of the Sheriff's Office from UPD on July 1, 2024. UPD entered into a one-year extension agreement to give it time to find a new location for its own property and evidence building.

After an extensive search for a private building, UPD settled upon the Western Hills Elementary School in Kearns, Utah for its new location and began discussions with the Granite School District for a long-term lease.

The agreement has been finalized that provides UPD a 20 year lease, renewable upon mutual agreement for two additional five year terms. The maintenance costs for the property will be assumed by UPD due to favorable rent terms. UPD will also store and manage Granite PD property and evidence without charge as additional consideration. There are provisions for termination after 15 years should the School District need the location for a school due to a *force majeure* at a nearby school, though this provision is subject to a one-year notice. The lease has a five-year rent escalation clause and allows UPD to make modifications as approved by the District. Current plans for modification are under review at this time and will be included in this lease if approved by the time this goes before the UPD Board. The Granite School District has authorized UPD to begin moving in upon execution of this lease by both parties.

The proposed lease is attached to this resolution.

UNIFIED POLICE DEPARTMENT

Resolution No. 25-05-04 of 2025

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE UNIFIED POLICE
DEPARTMENT APPROVING A LEASE AGREEMENT RESOLUTION**

WHEREAS, in 2024 the Granite School District closed Western Hills Elementary School in Kearns, and

WHEREAS, the Unified Police Department is in need of space for several of its divisions, and

WHEREAS, Granite School District wishes to lease its building to the Unified Police Department, and

WHEREAS, UPD and Granite School District have agreed to the attached lease agreement.

NOW THEREFORE BE IT RESOLVED, that the UPD Board approves the attached lease agreement between UPD and Granite School District for the property located at the former Western Hills Elementary School in Kearns, Utah beginning July 1, 2025 and authorizes the UPD Chief to execute the Lease.

APPROVED and ADOPTED this 30th day of May, 2025

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

UNIFIED POLICE DEPARTMENT

Resolution No. 25-05-04 of 2025

APPROVAL OF A COOPERATIVE AGREEMENT FOR PROPERTY & EVIDENCE

**BOARD OF DIRECTORS
UNIFIED POLICE DEPARTMENT**

By: _____
Councilman David Brems, Chair

ATTEST:

Clerk, Unified Police Department

VOTING

Director Brems voting	_____
Director Cardenaz voting	_____
Director Dahle voting	_____
Director Gettel voting	_____
Director Keigley voting	_____
Director McCalmon voting	_____
Director Peterson voting	_____
Director Prokopis voting	_____
Director Silvestrini voting	_____