



**COPPERTON COUNCIL
MEETING AGENDA
September 17, 2025**

Bingham Canyon Lions Club
8725 Hillcrest St.
Copperton, Utah 84006

Wednesday, September 17, 2025 – 6:30 PM

The public is encouraged to attend

PUBLIC NOTICE IS HEREBY GIVEN that the Copperton Council will hold a meeting on the **17th day of September 2025** at the Bingham Canyon Lions Club, 8725 Hillcrest St., Copperton, Utah as follows:

***** Portions of the meetings may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.***

1. REGULAR MEETING

- a. Call to Order
- b. Determine Quorum
- c. Pledge of Allegiance

2. COMMUNITY INPUT

- a. Recognize Visiting Officials
- b. Unified Fire Authority (UFA) – ***Chief Nathan Bogenschutz***
- c. Unified Police Department (UPD) – ***Lt. Christopher Benedict***
 - i) Discussion on License Plate Reader Cameras (LPRs)

3. WORKSHOP DISCUSSION

4. CONSENT AGENDA (Discussion/Motion)

- a. Approve Council Meeting Minutes
 - i) August 20, 2025
- b. Fiscal Items - ***Mayor Sean Clayton***
 - i) Approval of expenditures

5. PRESENTATION ITEMS

6. COUNCIL BUSINESS (Discussion/Motion)

- a. **Resolution R2025-09**, Proposed Adoption of the Multi-Jurisdictional Hazard Mitigation Plan – ***Madison Warner, Emergency Municipal Planner***
- b. **Ordinance 2025-O-05**, Restating Titles 1 (General Provisions) and 2 (Administration) of the Copperton Municipal Code to Comply with H.B. 35 – ***Nathan Bracken, Legal Counsel***
- c. Discussion Regarding the Wildland Urban Interface (WUI) Adoption
- d. Discussion on Adoption of Ordinance Banning Feeding of Deer
- e. Dump Voucher Program – ***Council Member Tessa Stitzer***
- f. Bingham Cemetery Board – ***Council Member Tessa Stitzer***
- g. UPAHEAD – Emergency Text and Council Messaging Policy Updates – ***Council Member Tessa Stitzer***

7. COMMITTEE/BOARD UPDATES (Discussion/Motion)

- a. Legal Updates – ***Nathan Bracken, Attorney***

- i) Water Fee Changes
- b. Bingham Cemetery Board – ***Council Member Stitzer***
- c. Copperton Community Council – ***Council Member Stitzer***
- d. Planning Commission – ***Council Member Severson***

8. COPPERTON COUNCIL REPORTS (Discussion/Motion)

- a. Mayor Clayton
 - i) Greater Salt Lake Municipal Services District (GSLMSD)
 - ii) Council of Governments (COG)
- b. Council Member McCalmon
 - i) Unified Police Department (UPD)
 - ii) Salt Lake Valley Law Enforcement Service Area (SLVLESA)
- c. Council Member Bailey
 - i) Unified Fire Authority (UFA)
 - ii) Unified Fire Service Area (UFSA)
- d. Deputy Mayor Stitzer
 - i) Wasatch Front Waste and Recycle (WFWRD)
- e. Council Member Severson
 - i) Salt Lake County Animal Services

9. OTHER ANNOUNCEMENTS (Discussion/Motion)

- a. Public Comment

Please state your name and address for the record. Limit comments to 3 minutes per person.

- b. Announcements

10. CLOSED SESSIONS IF NEEDED AS ALLOWED PURSUANT TO UTAH CODE §52-4-205

- a. Discuss the character, professional competence, or physical or mental health of an individual (§ 52-4-205(1)(a))
- b. Discuss pending or reasonably imminent litigation (§ 52-4-205(1)(c))
- c. Discuss the purchase, exchange, or lease of real property (§ 52-4-205(1)(d))
- d. Discuss the deployment of security personnel, devices, or systems (§ 52-4-205(1)(f))

11. ADJOURN

ZOOM:

Topic: Copperton Council Meeting

Time: September 17, 2025 06:30 PM Mountain Time (US and Canada)

Join Zoom Webinar

<https://us06web.zoom.us/j/83490355442?pwd=amZbb99Njklitc2IuO42iMJsUkvH.1>

Webinar ID: 834 9035 5442

Passcode: 226372

Posted: September 16, 2025



COPPERTON TOWN COUNCIL MEETING

AUGUST 20, 2025, 6:30 PM
BINGHAM CANYON LIONS CLUB
8725 HILLCREST STREET, COPPERTON, UTAH 84006

COPPERTON TOWN COUNCIL MEETING MINUTES AUGUST 20, 2025

Council Members Present:

Sean Clayton, Mayor
Tessa Stitzer, Mayor Pro Tempore (via Zoom)
Kathleen Bailey, Council Member (via Zoom)
Linda McCalmon, Council Member
Kevin Severson, Council Member

Council Members Excused: None

Staff Present:

Nathan Bracken, Legal Counsel
Diana Baun, Town Clerk
Dan Torres, Economic Development Manager
Chief Nathan Bogenschutz, UFA
Lt. Chris Benedict, UPD
Det. Ruby Lechuga, UPD

Others Present:

1. REGULAR COUNCIL MEETING

Mayor Clayton, presiding, called the meeting to order at 6:30 PM and noted a quorum was present.

The Pledge of Allegiance was recited.

2. COMMUNITY INPUT

- a. **Recognize Visiting Officials** – None
- b. **Unified Fire Authority (UFA)**

COPPERTON COUNCIL MEMBERS

MAYOR SEAN CLAYTON, MAYOR PRO TEMPORE TESSA STITZER,
COUNCIL MEMBER KATHLEEN BAILEY, COUNCIL MEMBER KEVIN SEVERSON,
COUNCIL MEMBER LINDA MCCALMON

Chief Nathan Bogenschutz presented the Unified Fire quarterly report for the Town of Copperton, noting that it was delayed by one month due to 70 personnel being deployed with Utah Task Force One to flooding in New Mexico. The report covered the period from April 1 to June 30. During that time, there were 20 calls for service, of which 10 were emergent. Nineteen of those calls were handled by Station 115's engine, and one was managed by an ambulance from Riverton, with a total of eight responses from Riverton. Response times for emergent calls averaged in the 50th percentile for four minutes from dispatch to arrival, which was considered strong performance. There was only one fire-related incident, with most calls involving medical emergencies, the most common being diabetic issues.

Mayor Sean Clayton asked about fireworks-related incidents.

Chief Bogenschutz stated that he was not aware of any and suggested the single fire response might have been a campfire.

Mayor Clayton recalled a June incident on Rio Tinto property, which Chief Bogenschutz confirmed could have been classified differently depending on the jurisdiction. Chief Bogenschutz also informed the council that Unified Fire would have crews present for Copperton Town Days on Friday and Saturday. He added that the state had implemented stage two fire restrictions for all state lands and unincorporated private lands due to hot, dry conditions and several fires throughout the county. He emphasized that only natural gas or propane-fueled fires in contained devices were permitted under these restrictions.

Council Member Kevin Severson asked about the difference between stage one and stage two restrictions.

Chief Bogenschutz explained that stage one allowed fires in confined, safe spaces such as parks, while stage two permitted only natural gas or propane fires.

Council Member Severson commented on confusion he experienced while in the mountains, where fires were allowed despite his assumption of stage one restrictions.

Chief Bogenschutz clarified that Uinta National Forest was the only forest in Utah still under stage one restrictions and that the regulations differed between state and federal lands. Council Member Severson confirmed that a forest ranger had explained the distinction to him, noting the complexity of the rules.

Council Member Kathleen Bailey asked Chief Nathan Bogenschutz about House Bill 48, which addressed the Wildland Urban Interface (WUI), noting that the topic had been discussed at a recent board meeting and that meetings with him were expected to follow.

Chief Bogenschutz confirmed he had sent an email on the subject and explained that the bill, passed during the most recent legislative session, required every city, town, and county in Utah to adopt the 2006 Wildland-Urban Interface (WUI) Code. Each municipality was also required to identify on a map the areas within its boundaries that fell into the designated WUI category. He stated that residents in higher-risk areas would eventually be subject to a fee

determined by the state and that homeowners would be provided with options to mitigate risks around their homes. Over the next several years, fire officials planned to conduct home assessments to recommend fire risk reduction strategies. He emphasized that it was the responsibility of municipalities to both adopt the code and identify the qualifying areas. He added that the state fire marshal and wildland duty office would be available to assist in working through the requirements with the council.

Nathan Bracken raised a question, noting that within the Municipal Services District, most communities would likely not fall under the WUI criteria, with possible exceptions for Brighton and Emigration Canyon. He expressed uncertainty about how the legislation would apply if none of the MSD municipalities qualified.

Chief Bogenschutz responded that in such cases, the municipality would still be required to adopt the code, but if no homes fell within the designated areas, the adopted map could simply show no qualifying zones. He explained that if future development occurred in areas that would fall into the WUI category, then those new developments would be subject to the code.

Nathan Bracken followed up by asking how the requirement would work if a municipality already had its own land use code and no areas qualified for WUI designation.

Chief Bogenschutz replied that, based on the briefing he had received earlier that day, municipalities would still adopt the WUI code but would not need to designate any specific areas on the map if none existed. He noted that other cities, such as Holladay and Cottonwood Heights, had already identified WUI zones, particularly above Wasatch Boulevard, while leaving other parts of their cities outside the designation. He added that some municipalities, including Herriman, had already completed the process and that draft formats from those examples were available to guide others in meeting the new requirements.

d. Unified Police Department (UPD)

Lieutenant Chris Benedict of the Unified Police Department introduced Detective Ruby Lechuga to the council as the new Community Oriented Policing (COP) Detective for Copperton. He noted that she was already actively engaged in the role and would be present at community events on Friday and Saturday alongside Chief Nathan Bogenschutz.

Detective Ruby Lechuga shared her background, explaining that she began her law enforcement career in 2015, initially serving as a domestic violence investigator in Magna and Copperton. She stated that most of her experience had been in Midvale, but she expressed a strong personal connection to both Magna and Copperton and said she was enthusiastic about her new assignment. She added that she and her team planned to provide light-up bracelets for children at the upcoming community events to make the activities enjoyable.

Lieutenant Benedict confirmed that Detective Lechuga would be joined at the events by Detective Jeknavorian, who had previously been introduced to the council. He then presented the July statistics (Attachment A), reporting 48 total calls for service. Of those, 22 were short-form reports, and seven were long-form reports, averaging six calls per officer. He noted that

two public peace offenses were recorded, both connected to fireworks incidents. He emphasized that family-related offenses were down for the month, which was a positive trend. He added that many of the calls for service involved juveniles at Copperton Park, where activity levels were high during the summer.

3. WORKSHOP DISCUSSION

a. Workshop Discussion on Town Council Emergency Communications

Madison Warner, Emergency Municipal Planner assigned to Copperton through the Municipal Services District, addressed the council (Attachment B) along with her associate, Brian Buckhout, to follow up on discussions from the previous meeting regarding emergency communications and the use of the UpAhead app. Mayor Sean Clayton noted that the town was already using UpAhead for event notifications, such as for Town Days, and expressed interest in expanding its use for additional purposes. She reviewed a presentation provided to the council. She explained that UpAhead was an opt-in system, requiring residents to subscribe, which made it effective for urgent but non-life-threatening notifications, such as water line breaks. For life-safety emergencies, she described the Integrated Public Alert and Warning System (IPAWS), which used cell towers to send alerts to everyone in the affected area, including visitors, without requiring sign-ups. She distinguished between the two systems by emphasizing that IPAWS was reserved for true emergencies requiring immediate evacuation, while UpAhead was appropriate for less critical but still time-sensitive issues. She discussed best practices for internal communication during emergencies, encouraging the council to maintain flexible information-gathering methods such as group texts, calls, or apps like WhatsApp. She stressed the importance of reaching out to designated liaisons, such as Chief Nathan Bogenschutz for fire issues or police liaisons for law enforcement concerns, and maintaining open communication with external partners like Rio Tinto. She noted that Mayor Clayton was the designated emergency manager but asked the council to designate backups for when he was unavailable. Mayor Clayton confirmed that Council Members Tessa Stitzer and Kathleen Bailey would serve as secondary and tertiary contacts. She outlined available resources and technologies, including Wireless Priority Service (WPS), which ensured priority cell service restoration for emergency responders, and ARES/HAM radio operators who conducted quarterly tests in the Copperton area. She highlighted the importance of both horizontal and vertical information sharing, explaining that Copperton should coordinate not only within the council but also with neighboring jurisdictions, since emergencies like fires could easily cross boundaries. She noted that declaring a local state of emergency was a best practice when resources were overwhelmed, both to request additional support from the MSD and the county and to strengthen eligibility for FEMA cost-sharing during recovery. She also discussed public messaging, emphasizing the need for verified information, consistency across agencies, and accessibility. She recommended pre-written message templates for UpAhead and IPAWS alerts to save time during incidents, suggested maintaining town social media pages as trusted information sources, and encouraged designating a Public Information Officer from within the council to work with the MSD's PIO and others during emergencies. She stressed that communications should be brief, fact-based, and written at approximately a third-grade reading level, with translation or alternative access options provided for residents who might not have internet access. She then provided an overview of the structure and processes within an Emergency Operations Center (EOC), including how information was gathered,

assessed, and shared during major incidents. She explained the planning “P” cycle, situation reports, essential elements of information, and the use of emergency service functions (ESFs) covering specialized areas like firefighting, sheltering, and animal care. She emphasized the importance of anticipating cascading impacts, such as a fire spreading toward industrial sites, and stressed that Copperton officials might be called upon to provide updates or participate in coordination calls even if they had no significant developments to report. She concluded by recommending additional FEMA and National Incident Management System (NIMS) training courses, including ICS 127, ICS 800, and G402 for elected officials, and said the county planned to provide training and tabletop exercises in the coming year. She added that quick reference guides outlining steps for elected officials during emergencies would also be provided.

Mayor Clayton thanked Madison for the detailed presentation, agreed that the town hoped such emergencies would never occur but recognized the importance of being prepared, and asked if Madison and her team could provide assistance when the council began drafting messaging templates to ensure they were clear and appropriately written. She confirmed that they would assist and said she would provide sample templates. Mayor Clayton also confirmed that he had sent Ms. Warner the contact information for Council Members Tessa Stitzer and Kathleen Bailey so she could coordinate with them as designated backups.

4. CONSENT AGENDA

- a. Approve Council Meeting Minutes**
 - i) July 16, 2025**

Council Member Severson moved to approve the July 16, 2025 Council Meeting Minutes as published. Council Member McCalmon seconded the motion; vote was 5-0, unanimous in favor.

- b. Fiscal Items - Mayor Clayton**
 - i) Approval of expenditures**

Mayor Clayton asked for approval of \$1899.50 in legal fees in July.

Council Member McCalmon moved to approve the Fiscal Items listed above as discussed. Council Member Severson seconded the motion; vote was 5-0, unanimous in favor.

5. PRESENTATION ITEMS

- a. Hazard Mitigation Plan**

Madison Warner, Emergency Municipal Planner assigned through the MSD and Salt Lake County Emergency Management, presented the proposed multi-jurisdictional Hazard Mitigation Plan to the council. She explained that hazard mitigation referred to actions taken to reduce or eliminate long-term risks to communities. The plan, which was updated every five years, built upon the 2019 version and served as a strategic guide for 26 entities across Salt Lake County. Its purpose was to help community planners, managers, emergency officials,

and elected leaders identify risks and mitigation strategies, while also ensuring eligibility for FEMA disaster recovery funding and mitigation grants under the Robert T. Stafford Act. She highlighted that the plan was multi-jurisdictional because hazards and resources did not respect municipal boundaries. By sharing strategies and pooling resources, jurisdictions could both lower costs and improve coordination. She cited examples of hazards that affected multiple communities, such as fires along railway lines, and explained how solutions identified in one community could be applied elsewhere. She emphasized that adoption of the plan was a requirement for federal grant eligibility. The plan consisted of two volumes. Volume One served as the countywide base plan, while Volume Two contained jurisdiction-specific annexes. Copperton's annex included information on demographics, geography, infrastructure, commerce, and identified vulnerabilities. It also incorporated jurisdiction-specific strategies, action steps, potential funding sources, and prioritized goals. Warner noted that several new hazards had been added since the 2019 plan, including extreme temperatures, heavy rain, lightning, and high winds. She detailed the extensive stakeholder engagement process, which included school districts, nonprofits, elected officials, emergency planners, and community members, with input collected through surveys and outreach efforts such as a booth at Copperton Town Days. She outlined how hazards were assessed and ranked by likelihood and potential damage, and how critical assets and vulnerabilities were identified. The Copperton annex included a table of suggested mitigation actions with assigned priorities, estimated costs, and potential funding sources. Warner explained that the goals of these actions were primarily to protect life and health, strengthen interagency coordination, and improve resilience. She clarified that the plan was forward-looking and did not alter Copperton's existing operational or emergency response plans. She informed the council that the plan had already been adopted by the Salt Lake County Council in July and by the MSD board the previous week. However, since Copperton's agenda listed the presentation as an informational item rather than an action item, formal adoption would need to occur at the following council meeting.

Nathan Bracken advised that adoption should be accompanied by a resolution, consistent with the process used by the county and MSD. He asked Ms. Warner to provide template language for such a resolution so Copperton could align its adoption with partner jurisdictions. Ms. Warner confirmed she could provide the necessary language. She added that although the plan was still technically a draft until formally adopted, revisions could be made if the council identified concerns, though she did not anticipate major issues. Mr. Bracken concluded that the council would review the annex and place formal adoption on the next meeting's agenda.

6. COUNCIL BUSINESS

a. Discussion Regarding Recent Dust Concerns in Copperton

Ryan Perry, Community and Social Performance Manager for Rio Tinto, and Sean Daley, Principal Advisor for the company's Environmental Team, addressed the council regarding dust emissions from Rio Tinto operations. Mr. Perry stated that dust had been a recurring challenge this year and highlighted two specific events, on August 9 and August 11, when Copperton experienced visible impacts from the concentrator facility. He explained that a combination of unusually dry conditions, variations in the rock being processed, and operational factors had contributed to the issue. He noted that softer rock created more dust

when dropped from height into the system, and although Rio Tinto employed water and dust control measures, it was a difficult balance between keeping materials dry enough for processing while also dampening dust emissions. He reported that Rio Tinto had reviewed the incidents and identified improvements, including better monitoring at the crusher and conveyor systems, early notification to the concentrator to increase preventative measures, and installation of automated sprinkling systems during a planned shutdown next month. These systems would allow adjustments without manual intervention and were expected to significantly reduce dust. He acknowledged that the company's goal was to avoid being a negative presence in the community and committed to ongoing evaluation of additional mitigation strategies. On community health concerns, Mr. Perry stated that Rio Tinto maintained an air monitoring station in Copperton that collected data monthly through filters. The results were released quarterly by the Department of Air Quality (DAQ) and made publicly available, allowing residents to compare local conditions with other areas of the valley. He emphasized that these monitoring systems provided transparency regarding air quality impacts.

Council Member Kevin Severson asked if Rio Tinto had received many complaints following the incidents. Mr. Perry replied that most feedback came through Facebook, which raised concerns within the company about the need for direct communication. He confirmed that he had been in contact with Council Members Tessa Stitzer and Kathleen Bailey on both days of the incidents to provide updates and receive feedback.

Mayor Sean Clayton commented that on August 11 he observed dust throughout the valley, not just from Copperton but also from areas near the dried lakebed at The Point, and that the widespread windy, dry conditions had contributed to the severity. He recalled experiencing "dirty rain" in Taylorsville that day, underscoring that the entire region had been affected.

Mr. Perry added that Rio Tinto representatives would be present at Copperton Town Days to engage directly with residents and answer questions. Mayor Clayton asked how to access the monitoring data, and Sean Daley confirmed it could be obtained through quarterly DAQ reports. He noted that Rio Tinto maintained two monitors, one in Copperton and one in Herriman, both of which were included in the same report. Mayor Clayton expressed appreciation for the clarification and confirmed that the information would be found under DAQ's public reports.

b. Dump Voucher Program

Tabled for discussion in September.

c. Bingham Cemetery Board

Council Member Tessa Stitzer reported on recent volunteer efforts at the Bingham Cemetery. She thanked the Howland family for dedicating their time to cleaning various gravesites and surrounding areas, noting the significant help and relief their contribution provided. She added that another volunteer group would be assisting with cleanup on September 13. That effort would be smaller in scale but would include emptying trash cans and removing debris from

gravestones. She also announced that information would soon be posted on the town's website and social media regarding the annual Wreaths Across America program. She explained that the program invited residents, relatives, and friends to sponsor wreaths, which were placed in December on the graves of veterans and fallen officers interred in the cemetery.

Mayor Sean Clayton thanked Council Member Stitzer for the update. She recommended keeping the cemetery item on the agenda for at least the next two to three months, explaining that she had been working with Tammy and Jerry, along with local families and volunteer groups, to review equipment needs and costs discussed in a recent working session. She stated that preliminary numbers had been compiled but were not yet finalized, and she felt it would be best to maintain the discussion as an ongoing agenda item.

d. Discussion Regarding Ordinance 2025-O-05, Restating Titles 1 (General Provisions) and 2 (Administration) of the Copperton Municipal Code to Comply with H.B. 35

Nathan Bracken presented a draft restatement of Copperton's municipal code, noting that the project had been underway for some time and that the costs were being shared with Kearns. He explained that while some provisions were common to both jurisdictions, other sections were unique to Copperton. His goal was to review Titles 1 and 2 with the council at this meeting, gather feedback, and then bring the remaining provisions—such as business licensing, animal regulations, and other lesser-used sections—at the next meeting. He anticipated that the council could adopt the complete code update in October, though November or December remained possible fallback dates. He outlined that Titles 1 and 2 were foundational because they related directly to the council's structure and operations. He reminded the council that when Copperton was incorporated as a metro township in 2017, it was required to adopt Salt Lake County's code until it created its own. Since then, many updates had been made, but most were specific to metro townships rather than towns. He explained that the draft revisions clarified distinctions, modernized language, and streamlined provisions to reflect Copperton's status as a town. Within Title 1, Mr. Bracken codified provisions already adopted, such as the town's name and logo, and revised the appeals section to apply only when no more specific process existed. Title 2 contained more substantive updates, including rules of interpretation and definitions to ensure consistency throughout the code. He also incorporated provisions previously adopted by the council—such as purchasing procedures, the budget process, and cemetery regulations—into Title 2, while leaving certain items, such as social media and personnel policies, out of the code so that they could remain as policies, which would be easier to amend.

Mayor Sean Clayton agreed that keeping those as policies was more practical, and Council Member Kevin Severson expressed support for that approach.

Mr. Bracken noted that the draft code also included an option for the council to appoint a town manager in the future. While he did not expect Copperton to need one soon, he explained that incorporating the option now would avoid the need for substantial revisions later. He also codified the roles of various officials, including the clerk, engineer, treasurer, and attorney, clarifying their authority and identifying the MSD as the designated agent for certain functions.

He asked the council to review the cemetery provisions, particularly in light of recent discussions about the Bingham Cemetery Board, to ensure they reflected current expectations. He also requested copies of information related to the Wildland-Urban Interface code so that it could be incorporated into the presentation scheduled for September. He further explained that the draft contained a comprehensive list of general definitions to be used across the code, along with chapter-specific definitions where necessary. He noted that this structure would make interpretation more consistent. Looking ahead, he said the next set of revisions would focus on Title 8 (animal control), Title 12 (code enforcement), and business licensing, which were more likely to draw council discussion. He also identified several lesser-used sections—such as stormwater and flood control, building codes, and parking—that were largely governed by federal or county regulations but still needed to be updated for Copperton's code structure. He concluded by emphasizing that Titles 1 and 2 formed the foundation for the rest of the code, and he requested the council's feedback on these drafts before proceeding with the remaining sections. Mayor Clayton confirmed that he had forwarded Chief Nathan Bogenschutz's information on the Wildland-Urban Interface requirements, and Bracken said he would include those in the next update.

e. UPAHEAD – Emergency Text and Council Messaging Policy Updates

No updates at this time.

7. COMMITTEE/BOARD UPDATES

a. Legal Updates – *Nathan Bracken, Legal Counsel*

Nathan Bracken informed the council of an upcoming change to how the state of Utah would fund its Drinking Water Program, noting that while it did not directly apply to the Town of Copperton, it would affect the Copperton Improvement District as the local water provider. He explained that the program, which enforces federal mandates of the Safe Drinking Water Act, had historically been supported through federal funding but was facing a 65% reduction in federal contributions. This created a \$6 million gap in the state's Division of Drinking Water budget. To address this shortfall, the legislature decided to impose a fee on water providers beginning next year. The draft fee structure would amount to approximately \$4.60 per culinary connection. He clarified that the fee was mandatory under state law and that while some providers might absorb the cost, others would likely pass it on to customers. He also noted that some entities, such as agricultural and industrial users, as well as wholesale water providers like Jordan Valley and Central Utah, were exempt from the fee, which had raised concerns among retail providers about fairness. Mr. Bracken likened the structure to gas taxes, where each purchase at the pump contributes to infrastructure costs. He emphasized that while the town itself would not be directly impacted, the Copperton Improvement District would be required to comply, and residents might see the effects through their water bills. He said he wanted the council to be aware of the development in case they received questions, noting that informational meetings and webinars were already being held on the subject.

b. Bingham Cemetery Board – *Council Member Tessa Stitzer*

No updates at this time.

c. Copperton Community Council – *Council Member Tessa Stitzer*

Council Member Tessa Stitzer reminded the council that Copperton Town Days would take place over the upcoming weekend. She announced that a free “Movie in the Park” event was scheduled for Friday at sundown, featuring the Minecraft movie, and encouraged everyone to invite family and friends. On Saturday, Town Days would run from 11 a.m. to 4 p.m. and include bounce houses, a car show, food and dessert trucks, and various vendor opportunities. She noted that since she was helping run the event, she would not be available to staff the council’s booth. She explained that the booth had already been arranged and set up with assistance from Maridene, but volunteers were still needed from the council to meet with residents, share information, and engage with community members during the event. She left the discussion of booth coverage to the rest of the council.

d. Planning Commission – *Council Member Kevin Severson*

No updates at this time.

8. COPPERTON COUNCIL REPORTS

a. Mayor Sean Clayton

- i) Greater Salt Lake Municipal Services District (GSLMSD)**
- ii) Council of Governments (COG)**

Mayor Sean Clayton outlined logistics for Copperton Town Days, stating that an EZ Up tent would be placed next to the Municipal Services District (MSD) booth to reinforce the MSD’s role as the town’s administrative partner. He confirmed event hours of 11 a.m. to 4 p.m. on Saturday, asked council members to cover the booth in hour-to-hour-and-a-half shifts, and reported that he would be out of town for work and not return until approximately 5 p.m. It was noted that Council Member Kevin Severson would be out of town, Council Member Linda McCalman could assist, and Council Member Kathleen Bailey would participate as health permitted.

Mayor Clayton then reported on the Greater Salt Lake Municipal Services District, stating that the board’s recent agenda centered on budget adjustments. He said he had proposed reducing the board’s meeting frequency from two meetings per month to one to lessen burdens on staff and officials, while acknowledging concerns from others that fewer meetings might delay approvals. He remarked positively on the MSD’s new Taylorsville office space and the organizational separation from county facilities. He added that earlier in the day he had emailed MSD contacts—identified as two individuals named Daniel and two named Brian—requesting evaluation of a large pothole at the end of town and raising concern about nearby dust conditions.

b. Council Member Linda McCalmon

- i) Unified Police Department (UPD)**
- ii) Salt Lake Valley Law Enforcement Service area (SLVLESA)**

Council Member Linda McCalmon reported that activity had slowed somewhat following the recent budget approvals. She stated that the Unified Police Department board had passed a resolution to surplus two vehicles and had accepted a donation earmarked for body armor. She added that the board had entered a closed session, the details of which could not be disclosed. She also provided an update on Salt Lake Valley Law Enforcement Service Area (SLVLESA) matters, noting that budget discussions were actively underway. She explained that rising property values created the option for a tax increase this year, though no final decision had been made. She stated that SLVLESA's certified tax rate had been adjusted from 0.002245 to 0.002246, which was the highest allowable rate for the year. She concluded by noting that Rachel Anderson, legal counsel, and Carolyn Keigley, the board chair, had provided updates regarding facilitation with Salt Lake County. She mentioned having briefly spoken with Nathan Bracken about the matter before the meeting.

Nathan Bracken responded that he believed the issue had a connection to ongoing discussions about property acquisition, suggesting it would be useful to include Chief Mazuran in future conversations given his involvement and perspective.

c. Council Member Kathleen Bailey

- i) Unified Fire Authority (UFA)**
- ii) Unified Fire Service Area (UFSAA)**

Council Member Kathleen Bailey reported on the most recent Unified Fire Authority meeting. She noted that there had been an unusually high number of large fire incidents in the past month compared to previous periods. She explained that no clear cause had been identified, though investigations were ongoing. She stated that no formal actions were taken during the meeting because it had not been properly noticed, likely due to administrative turnover when the UFA's secretary position changed hands. As a result, the meeting was primarily informational. She highlighted several topics discussed, including ongoing cost-saving measures within the department. UFA was phasing out old phone lines, outdated phones, and unnecessary connections, while also addressing server improvements. She added that UFA was considering a new software vendor as part of these IT changes. A presentation was given on the use of P-Cards (purchasing cards), including a detailed breakdown of every transaction made with them. Council Member Bailey explained that UFA staff offered to provide this level of detail monthly at no additional cost. She said board members were divided on the issue, with some requesting full transparency and others preferring to rely on existing fraud-prevention measures. She further reported that UFA was considering locking in a Request for Proposal (RFP) rate with its bank. Since no action could be taken at this meeting, the board might need to convene again if rates changed significantly, though no immediate issues were anticipated. She also highlighted the importance of UFA's behavioral health support group, which had been funded through a grant. The program trained peers to provide support for

colleagues experiencing stress and trauma, offering an alternative to immediate referral to professional counseling. Council Member Bailey gave the example of a recent incident at a reservoir where peer support had been particularly valuable. She noted, however, that since the grant funding was in its third and final year, the program would need alternative funding sources to continue. Finally, she mentioned that further discussion on the Wildland-Urban Interface and related congressional requirements would occur at the next meeting. She concluded that this covered all the major updates.

d. Deputy Mayor Tessa Stitzer

i) Wasatch Front Waste and Recycle (WFWRD)

Council Member Tessa Stitzer reported that she had been unable to attend the most recent meeting but noted that the board had selected a new chief executive officer or general manager to succeed Pam Roberts, who would be stepping down at the end of September. She added that the next meeting was scheduled for Monday and said she would provide a more detailed report at the following council meeting.

e. Council Member Kevin Severson

i) Salt Lake County Animal Services

Council Member Kevin Severson reported on upcoming and ongoing matters related to animal services. He announced that on October 10 there would be a spaghetti dinner fundraiser at the Sheraton beginning at 6 p.m., noting it was the organization's largest annual fundraiser and had not been held the previous year. He explained that several proposed fee schedule changes were under consideration for 2026. He said the current \$50 animal license fee would be converted into a \$100 membership fee, which would cover licensing, annual vaccinations, and microchipping. He emphasized that microchipping would continue to be provided at no cost to all Salt Lake County residents. He noted that the \$50 late fee for licensing would be eliminated, as it discouraged residents from licensing pets after missing the deadline. He added that impound fees would be raised, particularly for repeat offenses, in an effort to reduce recurring incidents. Other modest adjustments included a \$10 increase in the rabies vaccination fee, as well as updated charges for livestock removal and related services. He reported that facility improvements were underway at the Murray shelter. Adoption and impound services were being reconfigured to share a central lobby, with upgrades to security and public restrooms funded through a donation from Mark Miller Subaru. Repairs were also in progress on the roof, as well as the front and side parking lots, which contained large potholes. Additional facility updates included new grooming tubs and general clinic improvements.

Planned capital projects for 2026 included replacing carpet and damaged flooring, resurfacing the south parking lot, repairing barn and shed areas, updating the auditorium and employee facilities, and repairing rust damage to metal doors and windows. Council Member Severson also outlined legislative initiatives being pursued. These included streamlining court holds, as some impounded dogs had remained in custody for years while awaiting hearings. He explained that proposed changes would allow faster judicial resolution. Other initiatives included updating rabies vaccination requirements to eliminate the need for direct veterinary

supervision, transferring liability from veterinarians to organizations, and adding rabies vaccination and microchip licensing information to a state-managed database to improve owner identification and reunification. Finally, he stated that he had inquired about urban deer management programs. He learned that no municipalities in Salt Lake Valley had implemented such programs, though Herriman representatives suggested that cities in Utah County, including Highland and Alpine, had used them multiple times in the past decade. Mayor Sean Clayton confirmed that both Highland and Alpine had done so, with Draper and Herriman also considering or discussing the practice.

9. OTHER ANNOUNCEMENTS

a. Public Comment

Wyatt Shawstead addressed the council with concerns about Copperton's urban deer population. He explained that after investing in relandscaping his yard, deer destroyed his flowers and trees within 24 hours. He added that deer activity had become constant in his neighborhood, with groups appearing morning, afternoon, and late at night, particularly gathering in the park. He attributed part of the problem to residents feeding the animals and asked whether Copperton had ordinances prohibiting feeding wildlife. He noted that such feeding not only damaged property but was harmful to the deer themselves by disrupting natural feeding behaviors and spreading disease.

Mayor Sean Clayton responded that Copperton did not currently have a specific ordinance against feeding wildlife but could adopt one.

Nathan Bracken confirmed that Title 8 of the town code governed animal services through the county, but he believed Copperton could still enact its own ordinance addressing urban wildlife feeding. He asked Council Member Kevin Severson if animal services could enforce such a rule. Council Member Severson replied that enforcement would be difficult since deer fell under the jurisdiction of the Division of Wildlife Resources (DWR) rather than local animal services.

Mayor Clayton suggested that Copperton could adopt a code referencing state law, which already prohibited feeding deer, and DWR had previously visited the town to discuss management. Mr. Bracken confirmed that Copperton could adopt a "no feeding" ordinance specific to its jurisdiction. Council Member Tessa Stitzer added that such an ordinance would fall outside animal services and would need to be enacted separately as Copperton's own regulation.

The discussion then turned to broader management of the deer population. Mayor Clayton noted that while Copperton did not meet the minimum 1,000-resident requirement for participation in the state's urban deer mitigation program, DWR had indicated flexibility. He explained that Alpine and Highland had implemented such programs, which required insurance, contracted trapping and culling, chronic wasting disease testing, and, if animals tested negative, meat donation to food banks. He estimated that removing approximately 100 deer from Copperton could cost around \$100,000, including butchering and testing, and said

funding options would need to be explored. He added that partial reductions could be considered, targeting deer less likely to leave in subsequent years.

Council Member Severson recalled past efforts by DWR to address elk in the area, noting that elk were migratory and could be deterred by removing lead cows. He explained that deer, by contrast, were non-migratory and had become rooted in Copperton, making management more complex. Mayor Clayton said DWR had previously attempted relocation efforts, but deer often died after being moved and new herds returned to the area.

Council Member Severson agreed with Mr. Shawstead that deer caused significant property damage, sharing his own experience of garden plants being eaten down despite proximity to his home. Mr. Shawstead reiterated that feeding bans would be a good starting point if removal efforts proved too costly. Mayor Clayton concluded that at minimum, the town should begin by communicating to residents that feeding deer was harmful and discouraged.

b. Announcements

None at this time.

Mayor Clayton moved to recess the Town Council Meeting and move to a Closed Session to discuss the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; the purchase, exchange, or lease of real property; and the deployment of security personnel, devices, or systems. Council Member Severson seconded the motion; vote was 5-0, unanimous in favor.

10. CLOSED SESSIONS IF NEEDED AS ALLOWED PURSUANT TO UTAH CODE §52-4-205

- a. Discuss the character, professional competence, or physical or mental health of an individual (§ 52-4-205(1)(a))**
- b. Discuss pending or reasonably imminent litigation (§ 52-4-205(1)(c))**
- c. Discuss the purchase, exchange, or lease of real property (§ 52-4-205(1)(d))**
- d. Discuss the deployment of security personnel, devices, or systems (§ 52-4-205(1)(f))**

11. ADJOURN

Mayor Clayton moved to adjourn the City Council Meeting. Council Member McCalmon seconded the motion; vote was 5-0, unanimous in favor.

The August 20, 2025 Town Council Meeting adjourned at 8:38 P.M.

**This is a true and correct copy of the August 20, 2025 Town Council Meeting Minutes,
which were approved on September 17, 2025.**

Attest:

Diana Baun, Town Clerk

Sean Clayton, Mayor

DRAFT

Greater Salt Lake Municipal Services District

Standard Financial Report

30 Town of Copperton - 07/01/2025 to 07/31/2025

8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	143,636.98	392,352.23
10110 Cash - Xpress Bill Pay	150.00	150.00
10200 Cash - PTIF	167,459.92	182,991.54
10400 Cash-Petty Cash	1,000.00	1,000.00
10401 Zions Credit Card	(216.00)	(324.00)
Total Cash and cash equivalents	312,030.90	576,169.77
Receivables		
10750 Undeposited Receipts	0.00	(0.05)
12500 Due From Other Gov.	46,508.35	44,277.05
Total Receivables	46,508.35	44,277.00
Total Current Assets	358,539.25	620,446.77
Total Assets:	358,539.25	620,446.77
Liabilities and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	1,838.00	3,161.00
Total Current liabilities	1,838.00	3,161.00
Total Liabilities:	1,838.00	3,161.00
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Ba	180,308.44	440,892.96
29010 Net Assets - Restricted Capital Fu	176,392.81	176,392.81
Total Equity - Fund Balance	356,701.25	617,285.77
Total Liabilities and Fund Equity:	358,539.25	620,446.77
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District

Standard Financial Report

30 Town of Copperton - 07/01/2025 to 07/31/2025

8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used	Original Budget
Change In Net Position						
Revenue:						
Taxes						
Sales taxes						
3100.300 Sales Tax	156,030.04	12,000.00	160,000.00	148,000.00	7.50%	160,000.00
Total Sales taxes	156,030.04	12,000.00	160,000.00	148,000.00	7.50%	160,000.00
SB 136 Sales Tax						
3100.350 SB 136 Sales Tax	11,649.81	1,200.00	16,000.00	14,800.00	7.50%	16,000.00
Total SB 136 Sales Tax	11,649.81	1,200.00	16,000.00	14,800.00	7.50%	16,000.00
Total Taxes	167,679.85	13,200.00	176,000.00	162,800.00	7.50%	176,000.00
Intergovernmental revenue						
Intergovernmental Other						
3100.320 Grants-	5,463.00	0.00	0.00	0.00	0.00%	0.00
Total Intergovernmental Other	5,463.00	0.00	0.00	0.00	0.00%	0.00
B&C Road Fund Allotment						
3100.560 B&C Road Fund Allotment	41,302.24	0.00	40,000.00	40,000.00	0.00%	40,000.00
Total B&C Road Fund Allotment	41,302.24	0.00	40,000.00	40,000.00	0.00%	40,000.00
Total Intergovernmental revenue	46,765.24	0.00	40,000.00	40,000.00	0.00%	40,000.00
Licenses and permits						
Business licenses						
3100.130 Business Licenses	150.00	0.00	0.00	0.00	0.00%	0.00
Total Business licenses	150.00	0.00	0.00	0.00	0.00%	0.00
Building permits						
3100.260 Building Permit	6,080.09	317.14	10,000.00	9,682.86	3.17%	10,000.00
Total Building permits	6,080.09	317.14	10,000.00	9,682.86	3.17%	10,000.00
Total Licenses and permits	6,230.09	317.14	10,000.00	9,682.86	3.17%	10,000.00
Charges for services						
Charges other						
3100.420 Engineering Services	782.00	0.00	0.00	0.00	0.00%	0.00
3100.450 Planning Services	3,980.00	0.00	5,000.00	5,000.00	0.00%	5,000.00
Total Charges other	4,762.00	0.00	5,000.00	5,000.00	0.00%	5,000.00
Total Charges for services	4,762.00	0.00	5,000.00	5,000.00	0.00%	5,000.00
Fines and forfeitures						
Code enforcement fines and fees						
3100.240 Code Enforcement Fines and	0.00	0.00	6,000.00	6,000.00	0.00%	6,000.00
Total Code enforcement fines and fees	0.00	0.00	6,000.00	6,000.00	0.00%	6,000.00
Justice court fines/forfeitures						
3100.500 Justice Court Fines/Forfeiture	6,459.55	0.00	0.00	0.00	0.00%	0.00
Total Justice court fines/forfeitures	6,459.55	0.00	0.00	0.00	0.00%	0.00
Total Fines and forfeitures	6,459.55	0.00	6,000.00	6,000.00	0.00%	6,000.00
Interest						
3600.100 Interest Earnings	10,343.51	630.66	6,500.00	5,869.34	9.70%	6,500.00
Total Interest	10,343.51	630.66	6,500.00	5,869.34	9.70%	6,500.00
Miscellaneous revenue						
Miscellaneous other						
3600.902 Other Revenue - Declaration	110.63	0.00	0.00	0.00	0.00%	0.00
Total Miscellaneous other	110.63	0.00	0.00	0.00	0.00%	0.00
Total Miscellaneous revenue	110.63	0.00	0.00	0.00	0.00%	0.00
Contributions and transfers						
3800.100 Contribution from GF	169,761.00	282,347.00	282,347.00	0.00	100.00%	282,347.00
Total Contributions and transfers	169,761.00	282,347.00	282,347.00	0.00	100.00%	282,347.00
Total Revenue:	412,111.87	296,494.80	525,847.00	229,352.20	56.38%	525,847.00
Expenditures:						
Administration						
4100.100 Wages	60,380.85	5,109.15	60,000.00	54,890.85	8.52%	60,000.00
4100.150 Social Security Tax	3,743.61	316.75	3,000.00	2,683.25	10.56%	3,000.00
4100.160 Medicare	875.55	74.09	1,000.00	925.91	7.41%	1,000.00

Greater Salt Lake Municipal Services District

Standard Financial Report

30 Town of Copperton - 07/01/2025 to 07/31/2025

8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used	Original Budget
4100.200 Awards, Promotional & Meals	680.00	1,656.00	1,000.00	(656.00)	165.60%	1,000.00
4100.210 Subscriptions/Memberships	2,053.00	500.00	4,000.00	3,500.00	12.50%	4,000.00
4100.220 Printing/Publications	0.00	0.00	500.00	500.00	0.00%	500.00
4100.230 Travel/Mileage	0.00	0.00	500.00	500.00	0.00%	500.00
4100.240 Office Expense and Supplies	0.00	0.00	200.00	200.00	0.00%	200.00
4100.255 Computer Equip/software	1,011.00	0.00	0.00	0.00	0.00%	0.00
4100.280 Cell phone and Telephone	1,053.36	87.78	1,200.00	1,112.22	7.32%	1,200.00
4100.310 Attorney-Civil	42,724.50	1,323.00	40,000.00	38,677.00	3.31%	40,000.00
4100.360 Web Page Development/Maint	1,303.16	0.00	1,200.00	1,200.00	0.00%	1,200.00
4100.370 Software/Streaming	3,608.44	302.14	2,100.00	1,797.86	14.39%	2,100.00
4100.380 Internet Connections	0.00	0.00	1,000.00	1,000.00	0.00%	1,000.00
4100.390 Payroll Processing fees	1,163.35	82.00	1,200.00	1,118.00	6.83%	1,200.00
4100.420 Contributions/Special Events	0.00	2,500.00	20,000.00	17,500.00	12.50%	20,000.00
4100.421 Copperton City Celebration	0.00	0.00	20,000.00	20,000.00	0.00%	20,000.00
4100.430 City Elections and Voting	200.00	0.00	0.00	0.00	0.00%	0.00
4100.510 Insurance	8,866.62	9,175.27	12,000.00	2,824.73	76.46%	12,000.00
4100.520 Workers Comp Insurance	0.00	636.30	1,000.00	363.70	63.63%	1,000.00
4100.590 Postage	498.89	0.00	300.00	300.00	0.00%	300.00
4100.600 Professional and Technical	0.00	0.00	2,000.00	2,000.00	0.00%	2,000.00
4100.635 Election Support Services	0.00	0.00	6,447.00	6,447.00	0.00%	6,447.00
4100.650 SL (Client) County Support Ser	156.72	0.00	0.00	0.00	0.00%	0.00
4100.860 Non-Classified Expenses	0.00	0.00	1,000.00	1,000.00	0.00%	1,000.00
4100.870 Rent	5,400.00	0.00	2,700.00	2,700.00	0.00%	2,700.00
Total Administration	133,719.05	21,762.48	182,347.00	160,584.52	11.93%	182,347.00
Contracted Services						
Parks maintenance						
4110.863 Park Maintenance Copperton	0.00	0.00	100,000.00	100,000.00	0.00%	100,000.00
Total Parks maintenance	0.00	0.00	100,000.00	100,000.00	0.00%	100,000.00
Total Contracted Services	0.00	0.00	100,000.00	100,000.00	0.00%	100,000.00
Transfers						
4100.928 Contribution to General Fund	235,951.75	14,147.80	243,500.00	229,352.20	5.81%	243,500.00
48450.001 Operational Transfers out	65.31	0.00	0.00	0.00	0.00%	0.00
Total Transfers	236,017.06	14,147.80	243,500.00	229,352.20	5.81%	243,500.00
Total Expenditures:	369,736.11	35,910.28	525,847.00	489,936.72	6.83%	525,847.00
Total Change In Net Position	42,375.76	260,584.52	0.00	(260,584.52)	0.00%	0.00

Greater Salt Lake Municipal Services District

Standard Financial Report

31 Copperton Cemetery - 07/01/2025 to 07/31/2025

8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	3,945.00	1,866.49
10200 Cash - PTIF	65,081.24	65,326.34
10750 Undeposited Receipts	(0.01)	(0.01)
Total Cash and cash equivalents	69,026.23	67,192.82
Total Current Assets	69,026.23	67,192.82
Total Assets:	69,026.23	67,192.82
Liabilities and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	2,078.51	0.00
Total Current liabilities	2,078.51	0.00
Total Liabilities:	2,078.51	0.00
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Ba	66,947.72	67,192.82
Total Equity - Fund Balance	66,947.72	67,192.82
Total Liabilities and Fund Equity:	69,026.23	67,192.82
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District

Standard Financial Report

31 Copperton Cemetery - 07/01/2025 to 07/31/2025

8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used	Original Budget
Change In Net Position						
Revenue:						
Charges for services						
Charges other						
3600.200 Sale of Lots	0.00	0.00	2,000.00	2,000.00	0.00%	2,000.00
3600.300 Grave Opening Revenues	5,600.00	0.00	5,000.00	5,000.00	0.00%	5,000.00
Total Charges other	5,600.00	0.00	7,000.00	7,000.00	0.00%	7,000.00
Total Charges for services	5,600.00	0.00	7,000.00	7,000.00	0.00%	7,000.00
Interest						
3600.100 Interest	2,508.12	245.10	500.00	254.90	49.02%	500.00
Total Interest	2,508.12	245.10	500.00	254.90	49.02%	500.00
Total Revenue:	8,108.12	245.10	7,500.00	7,254.90	3.27%	7,500.00
Expenditures:						
Administration						
4100.100 Grave opening expenses	0.00	0.00	5,000.00	5,000.00	0.00%	5,000.00
4100.250 Vehicle & Equip Supplies and	3,743.51	0.00	0.00	0.00	0.00%	0.00
4100.600 Professional and Technical	0.00	0.00	2,500.00	2,500.00	0.00%	2,500.00
Total Administration	3,743.51	0.00	7,500.00	7,500.00	0.00%	7,500.00
Total Expenditures:	3,743.51	0.00	7,500.00	7,500.00	0.00%	7,500.00
Total Change In Net Position	4,364.61	245.10	0.00	(245.10)	0.00%	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
32 Copperton Beer Tax Special Fund - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	1,019.51	1,019.51
Total Cash and cash equivalents	1,019.51	1,019.51
Total Current Assets	1,019.51	1,019.51
Total Assets:	1,019.51	1,019.51
Total Net Position	1,019.51	1,019.51

Greater Salt Lake Municipal Services District
Standard Financial Report
32 Copperton Beer Tax Special Fund - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used	Original Budget
Change In Net Position						
Revenue:						
Intergovernmental revenue						
State liquor fund						
3100.580 State Liquor Fund Allotment	1,019.51	0.00	600.00	600.00	0.00%	600.00
Total State liquor fund	1,019.51	0.00	600.00	600.00	0.00%	600.00
Total Intergovernmental revenue	1,019.51	0.00	600.00	600.00	0.00%	600.00
Total Revenue:	1,019.51	0.00	600.00	600.00	0.00%	600.00
Expenditures:						
Administration						
4100.850 Beer Funds	0.00	0.00	600.00	600.00	0.00%	600.00
Total Administration	0.00	0.00	600.00	600.00	0.00%	600.00
Total Expenditures:	0.00	0.00	600.00	600.00	0.00%	600.00
Total Change In Net Position	1,019.51	0.00	0.00	0.00	0.00%	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
35 Copperton Council Designated Fund - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10101 Cash - Zions CARES	65.31	65.31
10202 Cash - PTIF 9074 CARES	23,275.02	23,363.37
Total Cash and cash equivalents	23,340.33	23,428.68
Total Current Assets	23,340.33	23,428.68
Total Assets:	23,340.33	23,428.68
Liabilities and Fund Equity:		
Liabilities:		
Deferred revenue		
23455 CARES2 Deferred Revenue	21,465.70	21,465.70
Total Deferred revenue	21,465.70	21,465.70
Total Liabilities:	21,465.70	21,465.70
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Ba	1,874.63	1,962.98
Total Equity - Fund Balance	1,874.63	1,962.98
Total Liabilities and Fund Equity:	23,340.33	23,428.68
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
35 Copperton Council Designated Fund - 07/01/2025 to 07/31/2025
8.33% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used	Original Budget
Change In Net Position						
Revenue:						
Intergovernmental revenue						
CARES Act						
3100.322 ARPA Funding	98,823.00	0.00	0.00	0.00	0.00%	0.00
Total CARES Act	98,823.00	0.00	0.00	0.00	0.00%	0.00
Total Intergovernmental revenue	98,823.00	0.00	0.00	0.00	0.00%	0.00
Interest						
3600.100 Interest Earnings	1,809.32	88.35	1,000.00	911.65	8.84%	1,000.00
Total Interest	1,809.32	88.35	1,000.00	911.65	8.84%	1,000.00
Contributions and transfers						
3100.001 Operating transfers in	65.31	0.00	0.00	0.00	0.00%	0.00
Total Contributions and transfers	65.31	0.00	0.00	0.00	0.00%	0.00
Total Revenue:	100,697.63	88.35	1,000.00	911.65	8.84%	1,000.00
Expenditures:						
COVID Related Expenses						
4100.243 ARP Act Expense and Supplies	98,823.00	0.00	0.00	0.00	0.00%	0.00
Total COVID Related Expenses	98,823.00	0.00	0.00	0.00	0.00%	0.00
Total Expenditures:	98,823.00	0.00	0.00	0.00	0.00%	0.00
Total Change In Net Position	1,874.63	88.35	1,000.00	911.65	8.84%	1,000.00



SMITH HARTVIGSEN PLLC
ATTORNEYS AT LAW

Total Fees	\$3,200.50
Total Expenses	\$0.00
Total New Charges	\$3,200.50
Retainer	\$0.00
Balance owing	\$3,200.50
Previous Balance Due	\$0.00
Total Due	\$3,200.50

Town of Copperton
PO Box 125
Copperton, UT 84006

August 31, 2025

Invoice: 70904

Re: co067-001; General Matters

INVOICE

FEES

Date	Description	Fee Earner	Hours	Amount
8/5/2025	Call from Sean Clayton regarding development options	NSB	0.60	189.00
8/14/2025	Review and revise draft agenda for August Council meeting and send edits to Diana Baun	NSB	0.20	63.00
8/18/2025	Finalize draft restatements for Titles 1 and 2 of the Copperton Municipal Code; draft staff report regarding the same for Council; send documents to Mayor Clayton and Diana Baun	NSB	1.90	598.50
8/20/2025	Prepare for and attend Council meeting; travel to and return	NSB	3.00	945.00
8/20/2025	Review Nathan's work on Titles 1 and 2, including staff report; discuss project again and scope; review summary and provisions in both titles; make notes [split two ways]	LWB	1.20	318.00
8/21/2025	Discuss resolutions approach for new policy and procedures; strategy and timelines for revisions on restatement of city code	LWB	0.30	79.50
8/21/2025	Review drafts of policy and procedure as sent from Nathan; discuss resolutions versus ordinance approach for new policy and procedures; strategize timelines for revisions on restatement of city code; conduct research; review proposed personnel policy and procedures [split two ways]	LWB	1.60	424.00
8/25/2025	Review personnel policy language; review law clerk's recodification language examples [split two ways]	LWB	0.30	79.50
8/26/2025	Call from Marla Howard regarding economic development opportunity	NSB	0.30	94.50
8/27/2025	Monthly coordination call with MSD member city attorneys and MSD staff [split two ways]	NSB	0.30	94.50
8/27/2025	Call with Marla Howard and Sean Clayton regarding potential Olympic venue options for Copperton	NSB	0.40	126.00
8/29/2025	Respond to question from Diana Baun regarding election cancellation process`	NSB	0.20	63.00
8/29/2025	Call with Marla Howard regarding Apollo Pazell questions regarding write-in candidacy filing; call from Diana Baun regarding the same	NSB	0.40	126.00
Total FEES			10.70	\$3,200.50

PAYMENTS

Date	Description	Amount
8/22/2025	ACH Payment Invoice 69626, 70250 Paid in full	\$2,961.00
	Total PAYMENTS	\$2,961.00

New Charges	\$3,200.50
Previous Balance	\$2,961.00
Payments	-\$2,961.00
Balance Forward	\$0.00
Balance Due	\$3,200.50

CC:

Bracken, Nathan S

AR-Invoices

Greater Salt Lake Municipal

Prepared By: Dayton Roth
Mobile: (801) 953-9001
Date: August 19, 2025
Email: dayton@rothlandscape.com



PO BOX 640
Draper, UT 84020
Office: (801) 571-8088
www.rothlandscape.com

Property Copperton Park 8700 E 10305 S Copperton, UT 84006	Contact Daniel Torres Phone (385) 266-2797 Email dtorres@msd.utah.gov Company Greater Salt Lake Municipal Services District	Billing
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Service Price ↓	COPPERTON PARK Proposal & Agreement	Initial to Request Service ↓
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\$ 4,225.00

Tree Rings

Dig out and form tree rings around approximately (70) small trees

Remove grass & weeds growing on top of tree root balls
Remove excess soil to below tree's root flare
Prune off tree sucker roots & lower sucker branches
Dig tree rings around each tree, approximately 2 - 2.5 ft wide
Define clean edges around tree rings to deter grass filling back in
Install 2"-3" or organic garden mix soil & topdress with mulch
Reinstall fencing around trees
Return in November to apply granular fertilizer to approximately (70) trees

This proposal is in accordance with State of Utah Cooperative Contract MA4194
The pricing in this proposal is valid for 30 days from printed date

* By signing this contract you agree to the Services & the Pricing listed above
and to the State of Utah Standard Terms & Conditions in Attachment A

Property Owner/Manager (Printed)

Property Owner/Manager (Signature)

Date

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR SERVICES
STATE OF UTAH COOPERATIVE CONTRACT**

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for services (including professional services), meaning the furnishing of labor, time, or effort by a contractor. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users without the Eligible Users signing a participating addendum.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **Confidential Information** means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
 - b) **Contract** means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
 - c) **Contract Signature Page(s)** means the State of Utah cover page(s) that the Division and Contractor sign.
 - d) **Contractor** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **Custom Deliverable** means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) **Division** means the State of Utah Division of Purchasing.
 - g) **Eligible User(s)** means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) **End User Agreement** means any agreement that Eligible Users are required to sign in order to participate in this Contract including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) **Services** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but are not limited to, all of the deliverable(s) and Custom Deliverable that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - j) **Proposal** means Contractor's response to the Division's Solicitation.
 - k) **Solicitation** means the documents used by the Division to obtain Contractor's Proposal.
 - l) **State of Utah** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **Subcontractors** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
 - n) **Work Product** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process

and to sole sources that are included within a Request for Proposal.

1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.

8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for Services properly performed prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines 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 this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. 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, the Eligible User will reimburse Contractor for the Services properly performed until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. SALES TAX EXEMPTION: The Services under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

15. CONTRACTOR'S INSURANCE RESPONSIBILITY. The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

16. RESERVED.

17. END USER AGREEMENT: If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

18. LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

19. ELIGIBLE USER PARTICIPATION: Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Services based upon the same terms, conditions and prices of this Contract.

20. INDIVIDUAL CUSTOMERS: Each Eligible User that purchases Services from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

21. QUANTITY ESTIMATES: The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

22. PUBLIC INFORMATION: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related purchase orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing and expressly approved by the Division, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, and invoices.

23. DELIVERY: Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects or fraud. Contractor's failure to provide the Services by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping any goods relating to these Services.

24. REPORTS AND FEES:

1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee of 0.50 to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn:

Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee of 0.50 will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

25. **ORDERING:** Orders will be placed by the Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

26. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the Eligible User.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return any deliverable related to the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

27. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Service(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

28. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.

29. **TIME IS OF THE ESSENCE:** Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.

30. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

31. **PERFORMANCE EVALUATION:** The Eligible User may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

32. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the Eligible User and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

33. **REVIEWS:** The Division and Eligible Users reserve the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable

attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Services, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.

36. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables,

2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and

3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

37. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.

38. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Services that do not conform to this Contract.

39. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.

40. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

41. **PUBLICITY:** Contractor shall submit to the Eligible User for written approval all advertising and publicity matters relating to this Contract. It is within the Eligible User's sole discretion whether to provide approval, which must be done in writing.
42. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
46. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
47. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
48. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
49. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
50. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
51. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 15 April 2021)

TOWN OF COPPERTON, UTAH
RESOLUTION NO. R2025-09 **DATE: September 17, 2025**

A RESOLUTION ADOPTING THE 2025 SALT LAKE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the Town Council understands the importance of being prepared for any emergency situations or disasters; and

WHEREAS, Copperton is exposed to a wide variety of natural hazards including, but not limited to, earthquakes, wildfires, and severe weather events, all of which pose significant risks to life, property, and critical infrastructure; and

WHEREAS, The Town Council aims to enhance public awareness by documenting resources for risk reduction and loss prevention; and

WHEREAS, the 2025 Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan ("MJHMP" or "Plan") meets federal requirements and reflects a county-wide commitment to hazard risk reduction; and

WHEREAS, the MJHMP provides a blueprint for assessing vulnerability, prioritizing mitigation actions, and identifying local, state, and federal funding sources to implement those actions; and

WHEREAS, the MJHMP is intended to promote sound public policy and protect or reduce the vulnerability of the citizens, critical facilities, infrastructure, private property, and natural environment within the city; and

WHEREAS, after careful deliberation, the Town of Copperton Council has determined that it is in the best interests of the health, safety, and welfare of the residents and businesses of Copperton to adopt the 2025 Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan as the Town of Copperton hazard mitigation plan.

NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Town of Copperton Council does hereby adopt the 2025 Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan attached herewith as **Exhibit A**.

APPROVED AND ADOPTED this 17th day of September, 2025.

{Signatures on following page}

TOWN OF COPPERTON

By: _____
Sean Clayton, Mayor

ATTEST

Approved as to Form:

Copperton Town Clerk

Copperton Attorney

VOTING:

Council Member Bailey voting _____
Council Member Clayton voting _____
Council Member McCalmon voting _____
Council Member Severson voting _____
Council Member Stitzer voting _____