



**EMIGRATION
CANYON**

**EMIGRATION CANYON
CITY COUNCIL MEETING AGENDA
NOVEMBER 17, 2025**

Unified Fire Authority Station 119
5025 E Emigration Canyon Road
Salt Lake City, Utah 84108

PUBLIC NOTICE IS HEREBY GIVEN that the Emigration Canyon Council will hold a meeting at **7:00 PM** on the **17th day of November 2025** at the Emigration Canyon Fire Station, 5025 E Emigration Canyon Road, Salt Lake City, Utah 84108 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.***

7:00 PM – PUBLIC MEETING

1. Call to Order and Determine Quorum
2. Pledge of Allegiance
3. Recognize Visiting Officials
4. **PUBLIC COMMENTS (Limited to 3 minutes per person)**
Comments should be limited to no more than three (3) minutes per person unless additional time is authorized by the Governing Body.
5. **PRESENTATION ITEMS**
 - A. Quarterly Financial Report – ***Daniel Hoffman, Senior Accountant***
6. **STAKEHOLDER REPORTS**
 - A. Unified Police Department (UPD) – ***Detective Dawn Larsen***
 - B. Unified Fire Authority (UFA) – ***Chief Bryan Case***
 - C. Salt Lake County Animal Services – ***Gary Bowen***
 - D. Land Use Updates – ***Claire Gillmor, Land Use Attorney***
7. **PROJECT UPDATES**
 - A. Engineering Updates – ***Tamaran Woodland, Engineering Manager***
 - B. Other City Updates – ***Mayor Joe Smolka***
8. **CONSENT AGENDA**
 - A. Approval of Meeting Minutes
 1. October 28, 2025 City Council Meeting
9. **PUBLIC HEARING ITEMS**
 - A. Application for an Agricultural Protection Area (Applicant – Ryan Leick)
10. **COUNCIL BUSINESS: (Discussion/Motion)**
 - A. Application for an Agricultural Protection Area (Applicant – Ryan Leick) – ***Cameron Platt and Clair Gillmor, Legal Counsel***
 - B. **Resolution R2025-12**, Designating Ambulance Service as Required by SB 215 – ***Cameron Platt, Legal Counsel***
 - C. Amendment to Legal Contract to include services from a Legal Assistant and an Associate, and address AI use – ***Legal Counsel***
 - D. **Resolution R2025-14**, Adopting a Surplus Property Policy – ***Mayor Joe Smolka***
 - E. Healthy Utah Designation Updates – ***Council Member Robert Pinon***

11. CITY ATTORNEY UPDATES (Discussion/Motion)

12. COUNCIL REPORTS

A. Council Member Brems

1. Unified Police Department (UPD) & Salt Lake Valley Law Enforcement Service Area (SLVLESA)
2. Emigration Canyon Planning Commission
3. Community Renewable Energy Program

B. Council Member Harris

1. Unified Fire Authority (UFA) & Unified Fire Service Area (UFSA)
2. Watershed Plan

C. Council Member Pinon

1. Wasatch Front Waste and Recycling District (WFWRD)
2. Utah Broadband
3. Update on Possible High-Density Development

D. Deputy Mayor Hawkes

1. Website (www.emigration.utah.gov)
2. CodeRED
3. Association of Municipal Governments
4. Utah League of Cities and Townes

E. Mayor Smolka

1. Greater Salt Lake Municipal Services District (MSD)
2. Landfill Council
3. Wasatch Front Regional Council (WFRC) Transportation Committee
4. Council of Governments (COG)
5. Legislative Updates

13. PUBLIC COMMENTS (Limited to 3 minutes per person)

Comments should be limited to no more than three (3) minutes per person unless additional time is authorized by the Governing Body.

14. FUTURE AGENDA ITEMS

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

- A. Discussion of the character, professional competence or physical or mental health of an individual.
- B. Strategy sessions to discuss pending or reasonably imminent litigation.
- C. Strategy sessions to discuss the purchase, exchange, or lease of real property.
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Other lawful purposes as listed in Utah Code §52-4-205

16. ADJOURN

ZOOM WEBINAR: Topic: Emigration Canyon City Council Meeting

Time: November 17, 2025, 7:00 PM Mountain Time (US and Canada)

Join Zoom Webinar:

<https://us06web.zoom.us/j/81314095542?pwd=wQyNeIHD7ewCsfiJx42lUHfioVJM5Q.1>

Meeting ID: 813 1409 5542

Passcode: 169133

Upon request with three (3) working days' notice, the Greater Salt Lake Municipal Services District will make reasonable accommodations for participation in the meeting. To request assistance, please call (385) 377-9466 – TTY 711.

Posted on: November 13, 2025

Greater Salt Lake Municipal Services District

Standard Financial Report

40 Emigration Canyon - 07/01/2025 to 09/30/2025

25.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10200 Cash - PTIF	314,071.87	461,228.60
10750 Undeposited Receipts	(0.23)	(0.17)
Total Cash and cash equivalents	<u>314,071.64</u>	<u>461,228.43</u>
Receivables		
12500 Due From Other Gov.	89,256.84	61,323.78
Total Receivables	<u>89,256.84</u>	<u>61,323.78</u>
Other current assets		
12600 Prepaid	5,920.75	5,920.75
Total Other current assets	<u>5,920.75</u>	<u>5,920.75</u>
Total Current Assets	<u>409,249.23</u>	<u>528,472.96</u>
Non-Current Assets		
Restricted assets		
10102 Cash - Zions Bond Escrow	90,662.20	90,662.20
Total Restricted assets	<u>90,662.20</u>	<u>90,662.20</u>
Total Non-Current Assets	<u>90,662.20</u>	<u>90,662.20</u>
Total Assets:	<u>499,911.43</u>	<u>619,135.16</u>
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	8,991.23	8,776.00
23450 Performance Bonds Payable	90,662.20	90,662.20
24000 Due to Other Funds	89,256.84	0.00
Total Current liabilities	<u>188,910.27</u>	<u>99,438.20</u>
Total Liabilities:	<u>188,910.27</u>	<u>99,438.20</u>
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	311,001.16	519,696.96
Total Equity - Fund Balance	<u>311,001.16</u>	<u>519,696.96</u>
Total Liabilites and Fund Equity:	<u>499,911.43</u>	<u>619,135.16</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>

Greater Salt Lake Municipal Services District

Standard Financial Report

40 Emigration Canyon - 07/01/2025 to 09/30/2025

25.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
Sales Taxes					
3100.300 Sales Tax	325,065.58	79,392.30	320,000.00	240,607.70	24.81%
Total Sales Taxes	325,065.58	79,392.30	320,000.00	240,607.70	24.81%
SB 136 Sales Tax					
3100.350 SB 136 Sales Tax	30,749.91	7,790.22	32,000.00	24,209.78	24.34%
Total SB 136 Sales Tax	30,749.91	7,790.22	32,000.00	24,209.78	24.34%
Total Taxes	355,815.49	87,182.52	352,000.00	264,817.48	24.77%
Intergovernmental revenue					
Road Funds					
3100.560 B&C Road Fund Allotment	116,316.68	17,151.80	120,000.00	102,848.20	14.29%
3100.562 Public Transportation Tax	250.74	1,718.41	0.00	(1,718.41)	0.00%
Total Road Funds	116,567.42	18,870.21	120,000.00	101,129.79	15.73%
Total Intergovernmental revenue	116,567.42	18,870.21	120,000.00	101,129.79	15.73%
Licenses and permits					
Business licenses					
3100.130 Business Licenses	2,600.00	456.00	2,000.00	1,544.00	22.80%
Total Business licenses	2,600.00	456.00	2,000.00	1,544.00	22.80%
Building permits					
3100.260 Building Permit	49,875.93	12,405.24	75,000.00	62,594.76	16.54%
Total Building permits	49,875.93	12,405.24	75,000.00	62,594.76	16.54%
Total Licenses and permits	52,475.93	12,861.24	77,000.00	64,138.76	16.70%
Charges for services					
Charges other					
3100.420 Engineering Services	14,598.00	1,750.00	0.00	(1,750.00)	0.00%
3100.450 Planning Services	12,016.85	3,265.00	15,000.00	11,735.00	21.77%
Total Charges other	26,614.85	5,015.00	15,000.00	9,985.00	33.43%
Storm drain fee					
3100.435 Stormwater Fines - for educational and ou	0.00	1,500.00	0.00	(1,500.00)	0.00%
Total Storm drain fee	0.00	1,500.00	0.00	(1,500.00)	0.00%
Total Charges for services	26,614.85	6,515.00	15,000.00	8,485.00	43.43%
Fines and forfeitures					
Justice court fines/forfeitures					
3100.500 Justice Court Fines/Forfeitures	10,649.83	2,994.50	6,000.00	3,005.50	49.91%
Total Justice court fines/forfeitures	10,649.83	2,994.50	6,000.00	3,005.50	49.91%
Total Fines and forfeitures	10,649.83	2,994.50	6,000.00	3,005.50	49.91%
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	12,059.28	3,763.63	7,000.00	3,236.37	53.77%
Total Interest	12,059.28	3,763.63	7,000.00	3,236.37	53.77%
Miscellaneous other					
3600.902 Other Revenue - Declaration of Candidate	250.00	0.00	0.00	0.00	0.00%
Total Miscellaneous other	250.00	0.00	0.00	0.00	0.00%
Total Miscellaneous revenue	12,309.28	3,763.63	7,000.00	3,236.37	53.77%
Contributions and transfers					
3800.100 Contribution from GF	242,111.00	257,235.00	257,235.00	0.00	100.00%
Total Contributions and transfers	242,111.00	257,235.00	257,235.00	0.00	100.00%
Total Revenue:	816,543.80	389,422.10	834,235.00	444,812.90	46.68%
Expenditures:					
Administration					
4100.100 Wages	60,500.00	16,500.00	87,200.00	70,700.00	18.92%
4100.150 Social Security Tax	3,751.00	1,023.00	5,450.00	4,427.00	18.77%
4100.160 Medicare	877.25	239.25	1,275.00	1,035.75	18.76%
4100.200 Awards, Promotional & Meals	192.48	0.00	250.00	250.00	0.00%
4100.210 Subscriptions/Memberships	25.00	1,525.40	2,000.00	474.60	76.27%

Greater Salt Lake Municipal Services District

Standard Financial Report

40 Emigration Canyon - 07/01/2025 to 09/30/2025

25.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
4100.220 Printing/Publications/Advertising	0.00	0.00	3,000.00	3,000.00	0.00%
4100.230 Travel/Mileage	0.00	0.00	2,000.00	2,000.00	0.00%
4100.240 Office Expense and Supplies	65.31	0.00	1,000.00	1,000.00	0.00%
4100.255 Computer Equip/software	0.00	0.00	3,000.00	3,000.00	0.00%
4100.280 Cell phone and Telephone	222.72	58.24	6,000.00	5,941.76	0.97%
4100.310 Attorney-Civil	39,420.00	16,720.00	40,000.00	23,280.00	41.80%
4100.320 Attorney - Land Use	0.00	0.00	10,000.00	10,000.00	0.00%
4100.330 Training and Seminars	145.00	0.00	1,000.00	1,000.00	0.00%
4100.360 Web Page Development/Maintenance	1,985.52	1,323.00	5,000.00	3,677.00	26.46%
4100.370 Software/Streaming	5,739.65	(267.91)	2,500.00	2,767.91	-10.72%
4100.390 Payroll Processing Fees	789.50	201.00	1,000.00	799.00	20.10%
4100.420 Contributions/Special Events	0.00	0.00	8,000.00	8,000.00	0.00%
4100.430 City Elections and Voting	0.00	500.00	0.00	(500.00)	0.00%
4100.510 Insurance	10,126.07	9,320.62	19,000.00	9,679.38	49.06%
4100.520 Workers Comp Insurance	(63.78)	666.60	3,000.00	2,333.40	22.22%
4100.590 Postage	729.83	0.00	500.00	500.00	0.00%
4100.600 Professional and Technical	0.00	0.00	20,000.00	20,000.00	0.00%
4100.625 UFA Emergency Services	0.00	0.00	12,000.00	12,000.00	0.00%
4100.627 Restroom Maintenance	6,049.70	520.00	12,000.00	11,480.00	4.33%
4100.635 Election Support Services	0.00	0.00	11,060.00	11,060.00	0.00%
4100.871 Utilities	466.00	130.00	1,000.00	870.00	13.00%
4100.880 Non-Classified Expenses	0.00	80.00	0.00	(80.00)	0.00%
Total Administration	131,021.25	48,539.20	257,235.00	208,695.80	18.87%
Transfers					
4100.928 Contribution to General Fund	574,225.80	132,187.10	577,000.00	444,812.90	22.91%
48450.001 Operational Transfers out	207.00	0.00	0.00	0.00	0.00%
Total Transfers	574,432.80	132,187.10	577,000.00	444,812.90	22.91%
Total Expenditures:	705,454.05	180,726.30	834,235.00	653,508.70	21.66%
Total Change In Net Position	111,089.75	208,695.80	0.00	(208,695.80)	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
43 Emigration Canyon Community Council - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	2,168.28	2,419.08
Total Cash and cash equivalents	2,168.28	2,419.08
Total Current Assets	2,168.28	2,419.08
Total Assets:	2,168.28	2,419.08
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	0.00	282.15
Total Current liabilities	0.00	282.15
Total Liabilities:	0.00	282.15
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	2,168.28	2,136.93
Total Equity - Fund Balance	2,168.28	2,136.93
Total Liabilites and Fund Equity:	2,168.28	2,419.08
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
43 Emigration Canyon Community Council - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Expenditures:					
Administration					
4100.200 Awards, Promotional & Meals	626.59	0.00	1,000.00	1,000.00	0.00%
4100.600 Professional and Technical	0.00	31.35	0.00	(31.35)	0.00%
Total Administration	626.59	31.35	1,000.00	968.65	3.14%
Total Expenditures:	626.59	31.35	1,000.00	968.65	3.14%
Total Change In Net Position	(626.59)	(31.35)	(1,000.00)	(968.65)	3.14%

Greater Salt Lake Municipal Services District
Standard Financial Report
45 Emigration Canyon Council Designated Funds - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	1,000.00	1,000.00
10101 Cash - Zions CARES	207.00	207.00
10202 Cash - PTIF 9074 CARES	66,360.50	67,071.28
Total Cash and cash equivalents	67,567.50	68,278.28
Total Current Assets	67,567.50	68,278.28
Total Assets:	67,567.50	68,278.28
Liabilites and Fund Equity:		
Liabilities:		
Deferred revenue		
23455 CARES2 Deferred Revenue	60,735.64	60,735.64
Total Deferred revenue	60,735.64	60,735.64
Total Liabilities:	60,735.64	60,735.64
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	6,831.86	7,542.64
Total Equity - Fund Balance	6,831.86	7,542.64
Total Liabilites and Fund Equity:	67,567.50	68,278.28
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
45 Emigration Canyon Council Designated Funds - 07/01/2025 to 09/30/2025
25.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Intergovernmental revenue					
CARES Act					
3100.322 ARPA Funding	36,702.45	0.00	0.00	0.00	0.00%
Total CARES Act	36,702.45	0.00	0.00	0.00	0.00%
Total Intergovernmental revenue	36,702.45	0.00	0.00	0.00	0.00%
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	5,624.86	710.78	2,500.00	1,789.22	28.43%
Total Interest	5,624.86	710.78	2,500.00	1,789.22	28.43%
Miscellaneous other					
3100.870 Donations	1,000.00	0.00	0.00	0.00	0.00%
Total Miscellaneous other	1,000.00	0.00	0.00	0.00	0.00%
Total Miscellaneous revenue	6,624.86	710.78	2,500.00	1,789.22	28.43%
Contributions and transfers					
3100.001 Operating transfers in	207.00	0.00	0.00	0.00	0.00%
Total Contributions and transfers	207.00	0.00	0.00	0.00	0.00%
Total Revenue:	43,534.31	710.78	2,500.00	1,789.22	28.43%
Expenditures:					
COVID Related Expenses					
4100.243 ARPA Act Expense and Supplies	36,702.45	0.00	0.00	0.00	0.00%
Total COVID Related Expenses	36,702.45	0.00	0.00	0.00	0.00%
Total Expenditures:	36,702.45	0.00	0.00	0.00	0.00%
Total Change In Net Position	6,831.86	710.78	2,500.00	1,789.22	28.43%



Emigration Canyon Monthly Report October 2025

Calls for service: 42

Crime/Police Stats:

In the month of October, Unified Police Department responded to 42 calls for service.

Incidents of Note:

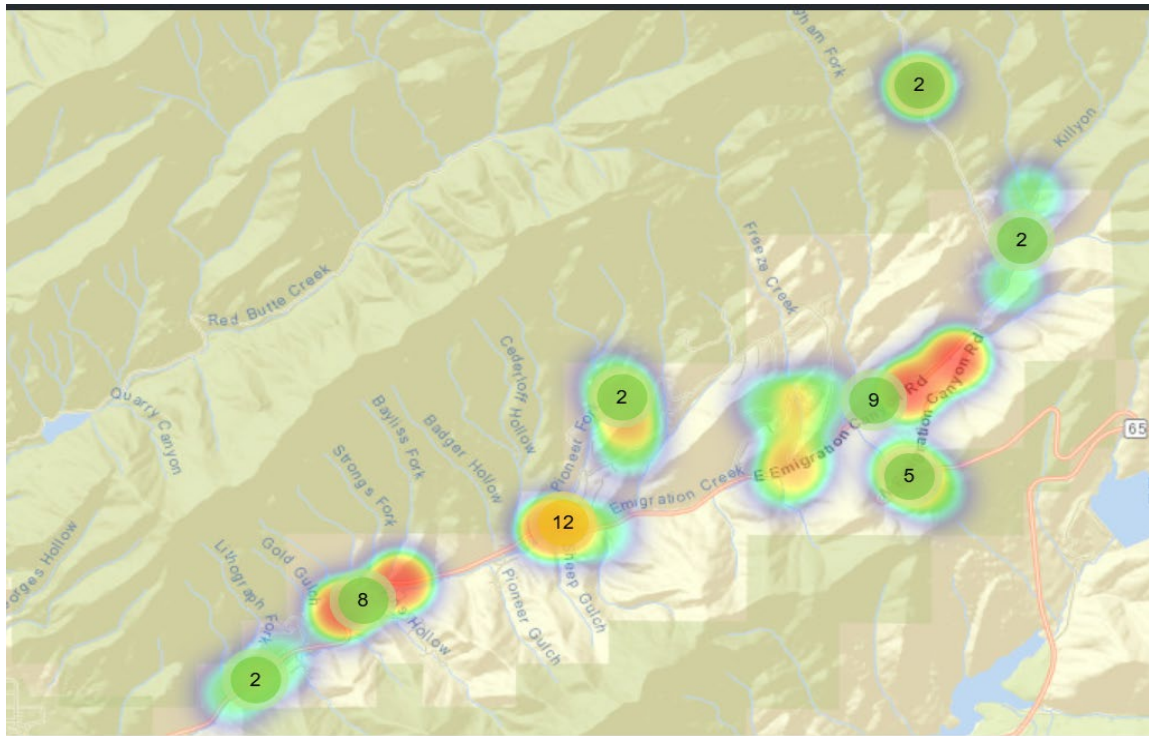
Several car campers were spoken to about sleeping in the canyon.

Officers responded to a lewdness call. The incident occurred at 980 North Pinecrest Canyon Road, in Killyon's Canyon parking lot. The complainant stated there was a naked male running around. The male was reportedly touching himself. Officers attempted to contact the complainant and search for the male but could not get ahold of the complainant nor find the male.

Officers responded to a party on Halloween night where complainants stated there were a lot of underage kids drinking going into the back of the house. Officers arrived on scene, where they observed about 40 teens having a Halloween party. After some questioning it turned out the parents of the teen that lived at the house were on scene and allowed the 15-year-old teens to drink in their house and have the party. Several of the teens had consumed alcohol and there were beer cans and red solo cups trash on the street.

CALLS FOR SERVICE OFFENSE	COUNTS
Cell Hang Up	1
Traffic Stop/Radar	17
Lewdness	1
Reckless	2
Illegal Hunting/Trespassing	2
Citizen/Motor Assist	2
Animal Problem	1
Suspicious	4
Welfare Check	1
Robbery False Alarm	1
Lost Property	1
Parking	3
Noise Problem	1
Traffic Hazard	1
Alarm	1
Admin	2
Shots Fired	1

Heat Map of Calls for Service in Emigration Canyon



sri | Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri K

CIVIL LEGAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into and effective as of this ____th day of June, 2024 by and between EMIGRATION CANYON, a Utah municipality hereinafter called "Emigration Canyon", and PEAK LAW, PLLC whose manager is POLLY MCLEAN, an attorney license to practice law in the State of Utah hereinafter called "Attorney".

RECITALS:

- A. Attorney is in the business of providing legal services.
- B. Emigration Canyon is in need of such legal services.
- C. Emigration Canyon desires to enter into a service contract with the Attorney for legal services and to appoint Attorney as the "City Attorney."

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. Attorney agrees to furnish all incorporation and civil legal services requested by Emigration Canyon ("Legal Services") during the term of this Agreement. Legal Services shall include, but not be limited to, identifying potential legal issues; proposing resolutions thereof; protecting and maintaining the integrity of the Emigration Canyon municipal corporation; and resolving such other legal issues as the Attorney and Emigration Canyon deem reasonably necessary for the proper functioning of Emigration Canyon. Provision of Legal Services by the Attorney shall at all times be subject to applicable laws, rules, and regulations, including without limitation, the Rules of Professional Conduct adopted by the Utah Supreme Court ("Rules").

SECTION 2. TERM. This Agreement shall be effective as of the date hereof and shall terminate on June 30, 2027, provided, however, upon the consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement shall be renewed for successive one (1) year terms.

SECTION 3. TERMINATION. Emigration Canyon may terminate this Agreement at any time, without cause, conditioned only upon 90-day written prior notice to Attorney. Attorney may withdraw with Client's consent or for good cause or if permitted under the Utah Rules of Professional Conduct. Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced. If there is a transition to different counsel, Emigration Canyon will pay Attorney's fees and expenses incurred related to the transition.

SECTION 4. FEES FOR LEGAL SERVICES.

- A. Beginning on July 1, 2024, Emigration Canyon shall pay Attorney \$245 per hour for Legal Services. Attorney shall provide Emigration Canyon with an hourly invoice monthly. Attorney Cameron Platt of Shield Law, LLC may also provide services to Emigration Canyon. His hourly rate is \$195 per hour. A law clerk may work on Emigration Canyon matters. All work by such clerk will be supervised and reviewed by either Cameron Platt or Polly McLean. Hourly rate for a law clerk is \$100 per hour. Rates shall not increase during the initial three year term of this Agreement.
- B. Provided the invoice is in a form acceptable to Emigration Canyon and the Legal Services have been performed to the satisfaction of Emigration Canyon then Emigration Canyon shall pay such amount within 30 days of receipt of the invoice. Time is billed in minimum increments of one tenth (.1) of an hour. The time charged will include, but is not limited to, the time Attorney spends on telephone calls, emails and other electronic communications relating to Client's matter, including calls and emails with Client, or other persons related to Emigration Canyon matters, waiting time for administrative, government or court hearings, and elsewhere.

SECTION 5. COSTS AND EXPENSES. Emigration Canyon shall be responsible to pay for the following costs and expenses: application fees, postage, overnight delivery services, travel expenses, deposition expenses, outside document copying and production and other similar expense. All of these expenses will be reasonable and customary

SECTION 6. DISPUTE. Any dispute over fees or expenses will be worked out in good faith, or, if not resolved in that manner, will be submitted to binding fee arbitration with the Utah State Bar as the parties' sole and exclusive remedy. Emigration Canyon agrees to submit such fee dispute within forty-five (45) days of the day of the dispute to arbitration before the Fee Arbitration Panel of the Utah State Bar. Emigration Canyon agrees to carefully read all statements for services for services rendered and to promptly notify Attorney in writing of any claimed errors or discrepancies in billing within fifteen (15) days from the time Emigration Canyon receives the statement. In the event migration fails to do so, it will be presumed that Emigration Canyon is in agreement with the correctness, accuracy and fairness of the statement rendered. This engagement and any dispute relating to or arising out of this engagement will be governed by the law of the State of Utah.

Section 7. FILES. All documents will be stored electronically and will not be stored as a hard copy. Emigration Canyon is entitled upon written request to electronic or hard copies of any files in Attorney's possession relating to this engagement. At the end of the engagement, if Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it

or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of three years, after which Attorney is authorized by this agreement to have the case file destroyed.

SECTION 8. COMMUNICATIONS. Attorney uses e-mail as a primary source of communication. Attorney assumes that third parties do not have access to the e-mail address provided to Attorney and accordingly that Emigration Canyon can receive confidential correspondence through that e-mail. Emigration Canyon must be aware of Government Record requirements so that any attorney client privilege is not lost. Emigration Canyon must retain all correspondence to and from Attorney including emails and attachments.

SECTION 9. ASSIGNMENT AND DELEGATION. The Attorney will not assign or delegate the performance of her duties under this Agreement without the prior written approval of Emigration Canyon.

SECTION 10. MALPRACTICE INSURANCE. The Attorney shall at her own cost maintain professional liability insurance covering the acts and omissions of the Attorney in the performance of the Attorney's professional duties.

SECTION 11. PROFESSIONAL ASSOCIATIONS. The Attorney shall at her own cost pay the Attorney's dues for membership in the Utah Bar and the Utah Municipal Attorneys Association .

SECTION 12. NOTICE. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing (email included) and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Emigration Canyon: Joe Smolka, Mayor
Emigration Canyon
5025 E Emigration Canyon Road
Salt Lake City UT 84108
smolka@ecmetro.org

Attorney: Polly McLean, Esq.
Peak Law, PLLC
395 Crestview Dr
Park City, UT 84098
Polly@Peaklaw.net

SECTION 13. ENTIRE AGREEMENT. The terms as herein set out constitute the entire agreement between the parties and any changes hereto shall be reduced to writing and agreed upon by both parties.

SECTION 14. SEVERABILITY. If any provision or portion of this Agreement is or becomes invalid or unenforceable, then the remainder of the Agreement or portion thereof shall be deemed severable and shall not be affected and remain in full force and effect.

SECTION 15. CONFLICTS OF INTEREST. The Attorney agrees that she shall attempt to avoid all conflicts of interest with other clients she may have unless Emigration Canyon consents and shall comply with the Rules of Professional Conduct of the Utah State Bar in this respect. Because the Attorney will be acting as the official City Attorney for Emigration Canyon, she shall also comply in all respects with the Utah Municipal Officers and Employees Act. The Attorney represents and certifies that she has not offered or given any gift or compensation prohibited by law to any officer or employee of Emigration Canyon to secure favorable treatment with respect to being awarded this Agreement.

IN WITNESS WHEREOF, Emigration Canyon has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder, and the Attorney has signed and executed this Agreement.


EMIGRATION CANYON:

By: _____
Joe Smolka, Mayor

Attest:

City Recorder

ATTORNEY:



Peak Law, PLLC
by its manager, Polly McLean

FIRST ADDENDUM TO CIVIL LEGAL SERVICES AGREEMENT

This First Addendum is made and entered into this ____ day of _____, 2025, by and between Emigration Canyon , a Utah municipality, hereinafter referred to as “Emigration Canyon ” and Peak Law, PLLC, (“Firm”) whose manager is Polly McLean, an attorney licensed to practice law in the State of Utah, hereinafter referred to as “Attorney” to amend the Civil Legal Services Agreement signed and executed by the Parties on or about June 13, 2024.

Recitals

WHEREAS, Emigration Canyon and Attorney entered into a Civil Legal Services Agreement on or about June 13, 2024, for the provision of legal services; and

WHEREAS, the parties desire to amend the Agreement to include additional provisions regarding the engagement of an associate attorney, a legal assistant and the use of Artificial Intelligence in client matters.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend SECTION 4 as redlined below and add SECTION 16 :

SECTION 4. FEES FOR LEGAL SERVICES.

- A. Beginning on July 1, 2024, Emigration Canyon shall pay Attorney \$245 per hour for Legal Services. Attorney shall provide Emigration Canyon with an hourly invoice monthly. Attorney Cameron Platt of Shield Law, LLC may also provide services to Emigration Canyon. His hourly rate is \$195 per hour. . Attorney Makenzie Henry-Grahovik of Shield Law, LLC may also provide services. Her hourly rate is \$150 per hour. A Legal Assistant may provide services. The hourly rate for the Legal Assistant is \$100 per hour. All work performed by the Legal Assistant will be reviewed by a licensed attorney. A law clerk may work on Emigration Canyon matters. All work by such clerk will be supervised and reviewed by either Cameron Platt or Polly McLean. Hourly rate for a law clerk is \$100 per hour. Rates shall not increase during the initial three year term of this Agreement.
- B. Provided the invoice is in a form acceptable to Emigration Canyon and the Legal Services have been performed to the satisfaction of Emigration Canyon then Emigration Canyon shall pay such amount within 30 days of receipt of the invoice. Time is billed in minimum increments of one tenth (.1) of an hour. The time charged will include, but is not limited to, the time Attorney spends on telephone calls, emails and other electronic communications relating to Client’s matter, including calls and emails with Client, or other persons related to Emigration Canyon matters, waiting time for administrative, government or court hearings, and elsewhere.

SECTION 16: USE OF ARTIFICIAL INTELLIGENCE

- A. **Use of AI Tools.** The Firm may use AI tools to assist in tasks such as legal research, document drafting, summarization, or data analysis, to enhance efficiency and quality of Services. AI will not replace the Firm's professional judgment. All AI-generated outputs ("AI Outputs") will be reviewed, verified, and edited by a licensed attorney for accuracy, completeness, and compliance with applicable law. The Firm will not use AI for automated decision-making without human oversight.
- B. **Client Consent and Disclosure.** Client consents to the Firm's use of AI Tools as described herein, subject to the safeguards in Section C. The Firm discloses that: (a) AI use may involve risks such as inaccurate or "hallucinated" information, which the Firm mitigates through verification; (b) AI may process Client Data (as defined in the Agreement) only as necessary for Services; and (c) benefits include faster turnaround and cost savings where applicable. Client may revoke consent at any time upon written notice, after which the Firm will not use AI for Client matters.
- C. **Confidentiality and Data Protection.** The Firm will use only AI tools with robust confidentiality protections, such as those prohibiting storage, sharing, or training on Client Data without explicit safeguards. No Client Data will be input into public or unsecured AI tools. The Firm will: (a) review vendor terms for data handling; (b) use de-identification or anonymization where possible; and (c) comply with Rule 1.6 (confidentiality) and applicable data privacy law. Breaches will be reported to Client immediately.
- D. **Fees for AI Use.** AI use aims to provide value without inflating costs. The Firm will not charge for time saved by AI but may bill for attorney time spent prompting, reviewing, or integrating AI Outputs at the rates in the Agreement. Additional AI-related costs will be disclosed and handled as follows:
- a. Hourly or Proportional Fees: AI-related time (prompting/review) will be billed at the standard hourly rates per task.
 - b. Subscription costs will be passed through at cost, prorated by usage. All fees remain subject to reasonableness review under Rule 1.5.
- E. **Supervision and Responsibility.** The Firm supervises all personnel and non-lawyers using AI under Rule of Professional Responsibility Rule 5.3. The Firm bears sole responsibility for AI Outputs and Services, warranting they meet professional standards. Client acknowledges AI Outputs are tools, not legal advice.

MISCELLANEOUS

Effect of Addendum: Except as expressly modified by this First Addendum, all terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Addendum as of the date first above written.

EMIGRATION CANYON

By: _____
Joe Smolka, Mayor

Attest:

City Recorder

ATTORNEY:

Peak Law, PLLC
by its manager, Polly McLean

EMIGRATION CANYON

RESOLUTION NO.: R2025-14

DATE: November 17, 2025

**A RESOLUTION OF THE EMIGRATION CANYON CITY COUNCIL ADOPTING A
SURPLUS PROPERTY POLICY**

WHEREAS, The City of Emigration Canyon (“City”) desires to adopt the Surplus Property Policy which is attached hereto as Exhibit “A” to set forth policies and procedures to control the disposition of the City’s surplus property.

NOW, THEREFORE, BE IT RESOLVED by the Emigration Canyon City Council, as follows:

1. That the Surplus Property Policy attached hereto as Exhibit “A” shall be and is adopted and approved.
2. That any and all prior policies relating to the same subject or any other enactment of the City that is in conflict with the attached Exhibit “A” shall be and hereby is repealed to the extent of such conflict.
3. That this Resolution shall take effect immediately upon its passage, with the attached Surplus Property Policy to be effective immediately.

APPROVED AND ADOPTED by the Emigration Canyon City Council this 17th day of November, 2025.

Joe Smolka, Mayor

ATTEST:

Diana Baun, City Recorder