



**CITY OF KEARNS
COUNCIL MEETING AGENDA
April 13, 2026**

Element Event Center
5658 Cougar Lane
Kearns, UT 84118

PUBLIC NOTICE IS HEREBY GIVEN that the Kearns City Council will hold a meeting on the **13th day of April 2026** to begin at 6:00 p.m., in the North Ballroom of the Element Event Center, located at 5658 Cougar Ln., Kearns, Utah 84118 as follows:

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

PUBLIC MEETING

- 1. CALL TO ORDER**
- 2. DETERMINE QUORUM**
- 3. PLEDGE OF ALLEGIANCE**
- 4. VISITING OFFICIALS**

5. CITIZEN PUBLIC INPUT (*Limited to 3 Minutes Per Person*)

Any person wishing to comment on any item not otherwise scheduled for a public hearing on this evening's agenda should **fill out a "comment card" located at the entrance**. Those signing up to speak will be called up to speak by the Mayor. Those invited forward shall step-up to the microphone and give both their name and address for the record. Public comment is limited to three (3) minutes per person.

For those unable to attend in person, members of the public may submit public comments prior to the meeting for the City Council to consider. Please send those to the City Recorder, Diana Baun, at dbaun@msd.utah.gov **before 3:00 PM on the date of the meeting.**

ORDER OF BUSINESS:

6. CONSENT AGENDA

- A. Approval of City Council Meeting Minutes
 - a. March 10, 2025 City Council Meeting
 - b. March 9, 2026 City Council Meeting
- B. Acknowledgment of Receipt – Monthly Financial Report

7. STAKEHOLDER REPORTS

- A. Unified Fire Authority – *Chief Tyler Lintz*
 - a. 2026 Fire Restriction Areas
- B. Unified Police Department – *Chief Levi Hughes*
 - a. UPD 2026-27 Budget
- C. Kearns Improvement District (KID) Updates – *Greg Anderson*
- D. Wasatch Front Waste and Recycling District – *Evan Tyrrell and Renee Plant*

8. WORKSHOP (Discussion only) - None

9. PRESENTATION ITEMS

- A. Updates on Economic Development Outreach - *Langdon Group*

- B. City Code Restatement Project Updates – *Nathan Bracken, City Attorney*
- C. MyKearns Community Coalition – *Don Bartlett*

10. COUNCIL BUSINESS – ACTION ITEMS (Discussion/Motion)

- A. Discussion and Potential Approval of **Ordinance 2026-O-02**, Amending Side Yard Setback Requirements For the R-1-6, R-1-7 and R-1-8 Single-Family Residential Zones - *Jeff Miller, Planner*
- B. Discussion and Potential Approval of **Ordinance 2026-O-03**, An Ordinance of the Kearns City Council Amending Chapter 2.56 of the Kearns Municipal Code to Establish the Kearns Community Council as an Official Committee of the City for the Purpose of Planning and Implementing the City’s Planned Annual Civic Events – *Nathan Bracken, City Attorney*
- C. Discussion and Potential Approval of **Resolution R2026-11**, Authorizing Property Owners in Kearns to Participate in the C-PACE Program (*Theddi Chappell available for questions*)
- D. Discussion and Potential Approval of **Ordinance 2026-O-04**, Enacting the Community Clean Energy Program – *Council Member Chrystal Butterfield*
- E. Discussion and Potential Action Regarding Job Description for a City Administrator – *Nathan Bracken, City Attorney*
- F. Discussion and Potential Action Regarding Description of a Contract Community Impact Coordinator – *Mayor Valdez*
- G. Discussion and Potential Action Regarding Description of a Contract Freelance Visual Storyteller – *Mayor Valdez*
- H. Discussion and Potential Action Regarding Description of a Contract IT Services Provider - *Mayor Valdez*

11. OTHER BUSINESS

- A. Legislative Updates – *Nathan Bracken, City Attorney*

12. 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/or
- E. Other lawful purposes as listed in Utah Code §52-4-205

13. ADJOURN

View the Kearns City Council Meeting LIVE on YouTube or at a later date by clicking the link below:

[youtube.com/@KearnsCity](https://www.youtube.com/@KearnsCity)

When: April 13, 2026, 06:00 PM Mountain Time (US and Canada)

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

A copy of the foregoing agenda was posted at the following locations on the date posted below: Kearns City website at <https://kearns.utah.gov/> and the Utah Public Notice Website at <https://www.utah.gov/pmn/>. Pursuant to State Law and Kearns Ordinance, Councilmembers may participate electronically. Pursuant to Utah Code § 52-4-205, parts of meetings may be closed for reasons allowed by statute.

POSTED ON: April 10, 2026



**CITY OF KEARNS
CITY COUNCIL MEETING**

MARCH 10, 2025, 6:00 PM
KEARNS LIBRARY - 4275 W 5345 S, KEARNS, UTAH 84118

****DRAFT MINUTES – UNAPPROVED****
KEARNS CITY COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT:

Kelly Bush, Mayor
Chrystal Butterfield, Council Member (via Zoom)
Patrick Schaeffer, Council Member
Alan Peterson, Council Member
Tina Snow, Council Member

COUNCIL MEMBERS EXCUSED:

STAFF PRESENT:

Diana Baun, Recorder
Nathan Bracken, City Attorney
Dan Torres, Economic Development Manager
Chad Anderson, Engineering
Lizel Allen, Engineering
Chief Levi Hughes, Unified Police Department
Chief Russell, Unified Fire Authority

Others Present:

1. CALL TO ORDER

Mayor Bush, presiding, called the meeting to order at 6:00 PM.

2. DETERMINE QUORUM

Mayor Bush announced that a quorum was present allowing the meeting to proceed.

3. VISITING PUBLIC OFFICIALS - None

4. CITIZEN PUBLIC INPUT – None

5. CONSENT AGENDA

A. Approve Council Meeting Minutes

1. August 12, 2024 City Council Meeting
2. February 10, 2025 City Council Meeting

KEARNS CITY COUNCIL

MAYOR JESSE VALDEZ, COUNCIL MEMBER CHRYSTAL BUTTERFIELD,
COUNCIL MEMBER LORRIN P. COLBY, JR., COUNCIL MEMBER LYNDISAY LONGTIN,
COUNCIL MEMBER PATRICK SCHAEFFER

Council Member Snow moved to approve the August 12, 2024 and February 10, 2025 City Council Meeting Minutes as published. Council Member Peterson seconded the motion; vote was 5-0, unanimous in favor.

The City Council discussed tabling Item 7A on tonight's agenda and having a Workshop Meeting to discuss the issue at another time. After discussion, the full council agreed to have that Workshop Meeting on March 18 @ 6pm at the Kearns UPD Precinct.

6. COUNCIL BUSINESS – ACTION ITEMS

A. Kearns Community Council Budget Request

Chief Levi Hughes explained that leadership within the city should recognize that the Unified Police Department (UPD) functioned as an extension of the city itself, comparing it to shared ownership of an organization. Chief Hughes stated that when city officials publicly criticized UPD, they were effectively criticizing their own entity, which could create legal risks, including litigation based on public statements. He described ongoing issues with misinformation and negative discourse on social media, particularly on Facebook pages previously operated by UPD. He reported that UPD had first consolidated multiple precinct pages into a single page, and later disabled public comments entirely due to unproductive and hostile interactions. Chief Hughes emphasized that the department's goal was to maintain factual communication while avoiding hosting harmful or misleading discussions. He advised city leadership to address concerns privately through direct communication rather than public forums to reduce legal exposure.

Mayor Kelly Bush acknowledged Chief Hughes' concerns and expanded the discussion to include issues with the Kearns community Facebook page, describing it as increasingly volatile, with frequent arguments, threats, and negative behavior. Mayor Bush stated that despite efforts to separate the city and Community Council from the page, the public continued to associate it with official city operations. She noted that the page had contributed to harmful discourse, including reactions to a recent tragic incident involving a young boy, and ongoing criticism of law enforcement. She explained that because some Community Council members served as administrators or moderators of the page, the city would require them to step down from those roles as a condition of moving forward with funding. Mayor Bush clarified that individuals could still participate on the page as private citizens but not in an official or affiliated capacity.

City Attorney Nathan Bracken reinforced that confusion persisted among residents who believed the K-Town page was an official city page, leading to misdirected communications such as franchise requests. Mr. Bracken stated that disclaimers had not resolved the issue and that the overlap between Community Council involvement and the page contributed to the misperception. He clarified that the city was not attempting to shut down the page or limit speech, but rather to eliminate the appearance of official endorsement by requiring Community Council members to disengage from administrative roles.

Mayor Kelly Bush confirmed that the intent was to fully separate both the City Council and Community Council from the page to improve public perception and promote a more positive image of the community. She encouraged the Community Council to develop its own official page, suggesting it could provide more constructive engagement and communication.

Paula Larsen, speaking as a Community Council representative, stated that a Community Council Facebook page already existed but required administrative updates. Ms. Larsen indicated efforts were underway to regain control of that page and transition management to current council members.

Mayor Kelly Bush supported this effort and reiterated that creating and maintaining an official Community Council page could better serve residents. She emphasized the importance of timely communication and suggested leveraging individuals with experience managing social media pages.

A public comment from a resident named Jennifer explained that residents often used the K-Town page because it provided quick responses, whereas official channels lacked responsiveness. She stated that improving response times on official platforms could reduce reliance on unofficial pages.

Nathan Bracken clarified that publicly funded pages were not appropriate venues for open back-and-forth discussions due to the nature of government communication. He expressed a preference against having a Facebook presence but acknowledged its role in public engagement.

Council Member Tina Snow stated that the city had reestablished a Facebook page with limited functionality, allowing messages but not public comments, to avoid prior issues with argumentative exchanges. She noted that staff monitored and responded to messages directly.

Additional discussion addressed the ownership of the K-Town page, confirming it was privately owned by a former Community Council member, and therefore outside city control. Suggestions such as rebranding the page were raised but acknowledged as unenforceable. The discussion then transitioned to budget matters. Mayor Kelly Bush stated that the Community Council had requested \$76,650 (Attachment B), reflecting a modest increase of approximately \$700 from the previous year, and confirmed that the figures aligned with prior budgets.

Council Member Patrick Schaeffer asked about specific budget items, including the absence of the traditional "Fire and Ice Night" event and clarification on a "Holiday Festival at The Oval." Paula Larsen confirmed that the Fire and Ice Night event would not take place that year and explained that the holiday festival would occur in December.

Council Member Al Peterson and other council members indicated they had no further questions. The conversation concluded with general agreement on the funding structure and acknowledgment of the proposed changes related to social media separation.

Council Member Snow moved to approve the Community Council's budget request with the condition that the Community Council members serving as admins on the K-Town Facebook Page step down from their admin roles. Council Member Peterson seconded the motion; vote was 5-0, unanimous in favor.

Mayor Kelly Bush stated that once confirmation was received from the Community Council agreeing to the required separation from the K-Town page, things would proceed for funding distribution. She explained that the total approved amount would be divided into two equal payments, with the first distribution of \$38,325 issued upon confirmation and the second distribution of \$38,325 scheduled for release at the end of June or the beginning of July 2025.

Paula Larsen asked whether the confirmation needed to be submitted in writing. Mayor Bush responded that some type of confirmation was required and stated that the format could be determined by the Community Council, as long as the commitment was formally documented.

B. Consider *Resolution R2025-04*, Purchasing Policy Amendments

City Attorney Nathan Bracken explained that the city's current purchasing policy, originally prepared by former legal counsel David Church in 2018, had not been updated in several years. Mr. Bracken presented a revised draft policy that introduced clearer definitions and procedures, including a formal definition of sole source procurement based on state code, clarification of when council approval was required, and alignment with state publication requirements. He also reaffirmed that the mayor would continue serving as the purchasing agent unless a city manager were hired, in which case that responsibility would transfer. He noted that the draft did not yet include updated dollar thresholds for purchasing categories and emphasized the need for council direction due to inflation and rising costs. Mr. Bracken outlined the existing structure, where purchases under \$10,000 required no competitive bidding, purchases between \$10,001 and \$40,000 required two to three telephone bids, and purchases above \$40,000 required a formal bidding process.

Mayor Kelly Bush stated that the thresholds should be increased, citing practical challenges with current limits, particularly related to property abatements and cleanups. She explained that these situations often required frequent and sometimes urgent action, and the existing thresholds created inefficiencies by requiring repeated approvals for routine or time-sensitive work.

Nathan Bracken and the council discussed adjusting the thresholds, and Cheryle Hatch indicated that in comparable entities, purchases under \$50,000 did not require board approval. Based on this discussion, Nathan Bracken proposed setting the small purchase threshold at \$50,000, meaning purchases below that amount would not require council approval. The

intermediate tier would cover \$50,001 to \$100,000 and require multiple bids, while purchases above \$100,000 would go through a formal bidding process.

Mayor Kelly Bush supported the proposed changes, reiterating that frequent abatement work often involved costs approaching these thresholds and required flexibility to respond quickly. She explained that emergency situations or specialized services, such as those involving hazardous materials, could necessitate higher-cost contracts that would otherwise require repeated council meetings under the previous policy.

Nathan Bracken clarified that municipalities had discretion in setting purchasing thresholds under state law, unlike state agencies, which followed standardized limits. He emphasized that while the policy incorporated state procurement language for consistency and legal defensibility, the city retained flexibility to tailor thresholds to its operational needs.

Mayor Kelly Bush added that the city typically worked with vendors from the state-approved contractor list and noted that staff had been trained to obtain multiple bids when appropriate. She stated that code enforcement personnel routinely contacted several companies for quotes and maintained documentation of those communications for recordkeeping purposes.

Council Member Snow moved to approve Resolution R2025-04, Amending the City's Purchasing Policy per the discussion above. Council Member Schaeffer seconded the motion; vote was 5-0, unanimous in favor.

- C. Consider **Resolution R2025-05**, Adopting an Interlocal Agreement Between the City of Kearns and Salt Lake County for Surveyor Services

Council Member Snow moved to approve Resolution R2025-05, Adopting an Interlocal Agreement between the City of Kearns and Salt Lake County Surveyor Services, as discussed tonight. Council Member Schaeffer seconded the motion; vote was 5-0, unanimous in favor.

- D. Consider **Ordinance 2025-O-06**, An Ordinance Creating the City of Kearns Community Reinvestment Agency

Adam Long introduced himself as an attorney working with the same firm as Nathan Bracken and explained their specialization in redevelopment law, specifically under Utah's Community Reinvestment Agency Act. Mr. Long described this framework as the primary tool available to cities and counties to pursue economic development goals. A Community Reinvestment Agency (CRA), also referred to as a redevelopment agency (RDA), had authority to perform actions that the city itself could not, such as offering property at a discount to incentivize development or using property tax revenue to support targeted projects.

Adam Long stated that the ordinance before the council represented the formal action required to establish the City of Kearns Community Reinvestment Agency as a separate legal entity. He clarified that the governing board of this new entity would consist of the same individuals

serving on the City Council, who would act in a different capacity when conducting RDA business. He explained that this structure was required under state law and did not present a conflict of interest, as it was the standard model for such agencies.

Adam Long outlined that adoption of the ordinance would initiate the legal formation process, including coordination with the lieutenant governor's office to finalize the entity. He noted that once established, the agency would introduce additional administrative responsibilities, though support from the Municipal Services District staff would help manage those obligations. He emphasized that the creation of the agency would enable the city to utilize economic development tools aligned with its specific goals and priorities.

Mayor Kelly Bush stated that the proposal had been in development for a significant period and invited questions from council members. Council Member Tina Snow indicated no questions. Dan Torres expressed support for the initiative and described it as an important first step after a long period of preparation.

Adam Long concluded by reiterating that the creation of the Community Reinvestment Agency represented a key opportunity for the city to pursue targeted economic development strategies, acknowledging that funding considerations would remain an important factor in implementation.

Council Member Snow moved to approve Ordinance 2025-O-06, Creating the City of Kearns Community Reinvestment Agency, as discussed tonight. Council Member Schaeffer seconded the motion; vote was 5-0, unanimous in favor.

7. WORKSHOP

A. Compensation Wages City Council Members

Tabled to Workshop Meeting on March 18, 2025 at 6:00 pm at the Kearns UPD Precinct.

B. Capital Improvement Projects FY2026

Chad Anderson presented an overview of capital improvement projects under consideration for the upcoming fiscal year beginning July 2025, including both ongoing "rollover" projects and newly proposed initiatives. Chad Anderson explained that rollover projects consisted of previously approved efforts that would continue into the next fiscal year, with remaining funds carried forward. Mr. Anderson described the 6200 South sound wall project, which currently had \$873,624 in American Rescue Plan Act (ARPA) funding to be rolled over. Mayor Kelly Bush clarified that this funding was separate from a newly secured \$3.2 million state appropriation for the broader 6200 South project, noting that retaining the additional \$800,000 provided flexibility for other uses. He emphasized that ARPA funds must be expended by the end of 2026.

Chad Anderson outlined additional rollover projects, including the Northwest Avenue safety

improvement involving a raised crossing, the Cougar Lane project supported by a \$2.8 million federal grant and moving toward construction, and the 4050 West Bridge project, which was already under construction and funded through state appropriations. Mayor Bush acknowledged temporary inconveniences from road closures but stated the completed bridge would be a significant improvement.

Chad Anderson reviewed the 4220 West sidewalk project, which had received a \$131,000 grant with local matching funds. He explained that increased federal requirements had raised project costs, particularly in design and compliance, and additional funding might be necessary. He also discussed improvements near South Kearns Elementary, including ADA ramps and raised crossings, as well as ongoing traffic calming efforts and pavement overlay work.

Mayor Kelly Bush noted a pending federal funding request of approximately \$5 million for roadway improvements in the Heath Avenue area and surrounding streets, which, if approved, would support extensive resurfacing and infrastructure upgrades. She indicated that no federal transportation cuts had been announced at that time and that funding decisions were expected soon.

Chad Anderson then presented new project proposals derived from community input. These included a crosswalk with a rapid flashing beacon on Cougar Lane near a church and soccer fields, which Mayor Bush stated had already been funded. He described a proposed median extension on 4015 West near 5400 South to improve traffic safety by preventing unsafe left turns into a busy commercial area. Council discussion and public input highlighted existing congestion and safety concerns at that location, particularly near a 7-Eleven and adjacent businesses.

Chad Anderson also addressed anticipated funding challenges for the 4220 West sidewalk project, noting a potential shortfall of up to \$400,000 due to federal compliance costs. He explained that combining this project with other federally funded projects could reduce overall expenses through shared design and construction processes.

Additional proposals included a traffic study and design work for 4420 West to address excessive speeding, a corridor study for 5400 South to guide future improvements, a mobility hub project, and installation of streetlights along Cougar Lane to improve visibility and pedestrian safety. Public comment from Cheryle Hatch emphasized safety concerns in poorly lit areas near apartment complexes, particularly for pedestrians.

8. Stakeholder Updates/Information

A. Kearns Improvement District (KID)

Cheryle Hatch, serving as a board trustee for the Kearns Improvement District, shared information about upcoming community events organized by the district. Ms. Hatch announced that the district would host a “Localscapes” class on Saturday, April 19, from 9:30 to 10:30

a.m., followed by an Earth Day celebration at the district offices from 11:00 a.m. to 2:00 p.m. She explained that the Earth Day event would be open to the public and held at the district offices located at 5350 West and 5400 South. The event would include educational opportunities focused on water conservation, cost savings, and waste reduction. She stated that attendees could also receive assistance with transitioning to paperless billing. Ms. Hatch noted that the event would include family-friendly activities, a free paper shredding service, and the presence of the El Rancho Grande food truck. She added that additional information was available on the district's website, including materials in both English and Spanish.

B. Kearns Library

Lee Whiting addressed the council and community, first expressing condolences for Adam, a community member who had recently died after being struck in a crosswalk. Mr. Whiting stated that Adam had been well known and cared for by youth and staff at the library, particularly among students who attended after-school programs. He described the library's role in supporting youth by providing food, conversation, and behavioral guidance in a supportive environment.

Lee Whiting then provided an overview of the library's operations and performance, referencing an annual compliance report tied to the building's financing. He explained that the library facility had been constructed through a public-private partnership using new market tax credits, allowing the county to build the facility without issuing bonds. The arrangement functioned as a rent-to-own model, with payments contributing toward eventual ownership. He reported key statistics from 2024, including circulation of 291,000 books, 180,035 visits, and issuance of 1,796 library cards, 84% of which were to Kearns residents. He also noted 382 student cards issued and over 43,000 hours of technology use, including more than 36,000 Wi-Fi sessions. Additional figures included 2,038 public meetings hosted at the library, at least 12 of which were City Council meetings, as well as distribution of 13,647 meals and snacks through the Utah Food Bank program. Lee Whiting added that 17,188 individuals participated in early learning programs, including 718 bilingual story times.

Lee Whiting discussed public feedback, noting that the library held a 4.6 out of 5 rating on Google based on 241 reviews. He stated that staff responded to comments, particularly those with concerns, and acknowledged ongoing challenges such as managing noise levels in a busy, youth-oriented environment. He encouraged residents to provide feedback through available surveys to inform an upcoming community assessment report. He then announced an upcoming health fair scheduled for Saturday, April 26, from 11:00 a.m. to 2:00 p.m. at the library. The event would include participation from community health organizations offering information and support services. He added that, in partnership with the My Kearns coalition, the event would also include a drug take-back initiative, allowing residents to safely dispose of unused medications, likely through the library's book drop system. He stated that the deadline for organizations to participate in the event was April 15..

C. Wasatch Front Waste Recycling District (WFWRD) – No updates

D. Unified Fire Authority (UFA) – No updates

E. Unified Police Department (UPD) - *Chief Hughes*

Chief Levi Hughes began a discussion of the upcoming Unified Police Department (UPD) budget. He stated that the proposed budget included a request for three additional officers for Kearns. This request followed prior reductions in staffing allocations during the separation between the sheriff's office and UPD, which required reallocating resources to shared services and reducing local staffing levels below what Chief Hughes considered the minimum necessary for effective operations. Chief Hughes stated that, despite reduced allocations, staffing levels had appeared stable due to temporary adjustments, but those measures would no longer be sustainable in the upcoming fiscal year. He emphasized that maintaining adequate staffing was necessary to preserve recent progress in reducing crime, noting that data over the past five years showed a continued downward trend in crime rates. He indicated that a comprehensive data analysis was being prepared to demonstrate the impact of staffing levels on public safety outcomes.

Chief Hughes explained that the requested increase would cost approximately \$480,000 and would be subject to approval through ongoing budget discussions with the UPD and SLVLESA governing boards. Council Member Tina Snow asked about the increase compared to prior budgets, and Chief Hughes clarified that while local precinct costs had decreased, contributions to shared services had increased to support critical functions such as homicide investigations, SWAT, and other specialized units. He also addressed questions regarding how shared service costs were allocated among jurisdictions, noting that the distribution was based on a formula that was periodically reviewed and adjusted. Mayor Kelly Bush acknowledged that some allocation concerns were still under discussion. Chief Hughes further stated an intention to request that the SLVLESA board allocate \$200,000 toward buildout costs for a new precinct facility. Levi Hughes explained that SLVLESA had previously provided funding for facility improvements and that the request was based on anticipated infrastructure needs associated with a long-term lease agreement, expected to span approximately 20 years. Levi Hughes noted that exact costs were not yet finalized but estimated that \$200,000 would be a reasonable initial request.

Chief Hughes reviewed crime and activity data (Attachment A), stating that overall trends continued to show decreases in most categories, with no significant increases. He noted that traffic citations had declined, partly due to the elimination of a dedicated traffic unit and reduced snow conditions compared to the previous year, which had resulted in fewer accidents and related enforcement actions.

Council Member Tina Snow and Mayor Kelly Bush discussed community awareness of police presence, noting that residents often shared officer locations on social media, which could influence driver behavior.

In closing, Chief Hughes expressed appreciation for the Kearns Library and its longstanding efforts to support youth in the community. He stated that the library's programs, including providing food and resources, had served as a model replicated across other libraries in the county and commended staff for their contributions to community well-being.

F. Kearns Community Council

Paula Larsen stated that the Community Council agreed with the policy discussed earlier regarding separation from the K-Town Facebook page. Ms. Larsen acknowledged that some council members might be dissatisfied with the decision but indicated that the council would address those concerns internally. She explained that efforts had been made over several years to clarify that the page was not officially affiliated with the city or Community Council, but those distinctions had not been understood by the public, leading to the current decision to formally separate.

Mayor Kelly Bush responded that the intent of the policy was not to upset anyone. Paula Larsen reiterated that the issue had been discussed with the Community Council multiple times prior to the meeting and should not come as a surprise. Ms. Larsen confirmed that the council would comply with the requirement and proceed accordingly. She also stated that an updated event schedule had been provided, with ongoing updates expected as plans evolved. She reported that the Community Council was actively working to improve its official communication channels, including developing a new Facebook page and updating its website, which Paula Larsen described as currently inadequate.

Finally, Paula Larsen announced that there was a vacant seat on the Community Council representing the south Kearns area and invited interested community members to apply.

9. Other Business

A. Future Agenda Business - None

Council Member Snow moved to recess the City Council Meeting and move to a Closed Session to discuss pending or reasonably imminent litigation. Council Member Schaeffer seconded the motion; vote was 5-0, unanimous in favor.

10. Closed Session 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/or
- E. Other lawful purposes as listed in Utah Code §52-4-205

11. Adjourn

The March 10, 2025 meeting adjourned immediately following the adjournment of the Closed Session noted above.

Kearns City Council
Kearns Public Library
March 10, 2025

This is a true and correct copy of the March 10, 2025 Town Council Meeting Minutes, which were approved on April 13, 2026.

Attest:

Diana Baun, City Recorder

Jesse Valdez, Mayor

UNAPPROVED



**CITY OF KEARNS
CITY COUNCIL MEETING**

March 9, 2026, 6:00 PM

ELEMENT EVENT CENTER- 5658 COUGAR LN, KEARNS, UTAH 84118

****DRAFT MINUTES – UNAPPROVED****

CITY OF KEARNS COUNCIL MEETING MINUTES

March 9, 2026

COUNCIL MEMBERS PRESENT:

Jesse Valdez, Mayor
Chrystal Butterfield, Council Member
Lyndsay Longtin, Council Member
Lorrin Colby, Jr., Council Member
Patrick Schaeffer, Council Member

COUNCIL MEMBERS EXCUSED:

STAFF PRESENT:

Nathan Bracken, City Attorney
Diana Baun, City Recorder
Sarah Leavitt, Deputy City Recorder
Chief Levi Hughes, Unified Police Department
Chief Tyler Lintz, Unified Fire Authority
Maridene Alexander, Communications Manager
Chad Anderson, Assistant Engineer
Richard Stephens, Assistant City Engineer
Lea Kingsley, Grant Coordinator

Others Present:

1. CALL TO ORDER

Mayor Jesse Valdez, presiding, called the meeting to order at 6:00 PM.

2. DETERMINE QUORUM

Mayor Jesse Valdez announced that a quorum was present allowing the meeting to proceed.

3. VISITING PUBLIC OFFICIALS - None

4. CITIZEN PUBLIC INPUT

Cassandra Hodges – Kearns Junior High PTA / Schools to Watch Recognition

CITY OF KEARNS COUNCIL

MAYOR JESSE VALDEZ, COUNCIL MEMBER CHRYSTAL BUTTERFIELD,
COUNCIL MEMBER LYNDsay LONGTIN, COUNCIL MEMBER LORRIN COLBY, JR.,
COUNCIL MEMBER PATRICK SCHAEFFER

Cassandra Hodges addressed the Council on behalf of the Kearns PTA. She explained that “Schools to Watch” is a national program launched by the National Forum to identify high-performing middle schools that are academically excellent, developmentally responsive, and socially equitable. Selected schools must meet strict, research-based criteria evaluated through an extensive self-study process. Ms. Hodges proudly announced that Kearns Junior High has been placed on the Schools to Watch list and that she was among a small group of parents invited to meet with the review team during the evaluation. She expressed deep pride in the school’s teachers, staff, administration, and students, noting that the recognition reflects a community-wide commitment to student success. Mayor Valdez thanked Ms. Hodges for sharing the news.

Villa Sanchez – Kearns High School Debate Team

Vida Sanchez, co-captain of the Kearns High School Debate Team, addressed the Council along with fellow captain Brax and teammate Deepa. She announced that the Kearns High debate team had, for the first time in nearly 30 years, won first place at Regions and taken the sweepstakes title. She further noted that two team members had qualified for nationals. The team was scheduled to compete at the State Tournament at Brighton High School that is coming Friday and Saturday.

Ms. Sanchez emphasized the strength and talent of the entire team, noting that nearly every member had placed first at some point during the season. She asked the Council and community not for funding, but for moral support — encouraging residents to spread the word, attend tournaments as spectators, serve as judges, or donate via the team’s donation page link. She described debate as a transformative activity that draws out confidence and intellect in students who might not otherwise be recognized. Mayor Valdez thanked the students and expressed pride in their youth leadership.

Chelsea Quarry – American Legion

Chelsea Quarry, representing the local American Legion post, addressed the Council. She was accompanied by the post’s Commander, Second Vice, Sons of the American Legion representative, and Auxiliary members. Ms. Quarry explained that the post, which has been rooted in Kearns for over 75 years, is currently meeting at the Valley Bowling Lanes building at 3951 West 5400 South, and expressed a desire for the post to become more present and active in the community.

She asked the Council for guidance on three areas: (1) how to get involved and partner with city events, (2) whether there were opportunities to explore donations or joint activities, and (3) how to reserve the Element Center for their district meetings, which are held on the third Sunday of each month and bring together American Legion posts from across the Salt Lake Valley. Mayor Valdez welcomed the inquiry and indicated the city would coordinate with Ms. Quarry. City Recorder Diana Baun collected Ms. Quarry’s contact information to follow up. Diana gave her card to have her send her email and contact information to get back to her.

5. CONSENT AGENDA

A. Monthly Financial Report (Acknowledgment of Report)

Council Member Butterfield moved to have the council acknowledge receipt of the monthly financial report as published. Council Member Colby seconded the motion; vote was 5-0, unanimous in favor.

6. WORKSHOP

A. MSD Management and Support of City Laptop Environment

Mark Schneider, IT Director for the Municipal Services District (MSD), presented an overview of a proposal to transition Kearns City's current laptop and email environment to the MSD's Microsoft-based infrastructure.

Mr. Schneider explained that the city's current setup uses a basic Google Workspace option for .gov email addresses that do not meet Utah state criteria for secure file sharing, and lacks required auditing and logging capabilities. He outlined two alternatives: upgrading to Google for Government at approximately \$54/month plus Microsoft tools, or migrating fully to the MSD's Microsoft suite, which he recommended. Under the proposed migration, the city's .gov email domain and all email accounts would move to Microsoft, each council member would be provided a Windows laptop (iPads and Macs cannot be supported in this environment), and a SharePoint portal would be created to facilitate secure, state-compliant file sharing.

Mr. Schneider noted that the MSD partners with the Utah Cyber Security Center, DHS, and CISA (Cybersecurity and Infrastructure Security Agency), and that migrating would bring city devices under those security frameworks, including tools such as Sentinel One and multi-factor authentication. He acknowledged that additional security requirements — such as MFA at login — can create minor inconveniences but are important protective measures.

Mr. Schneider advised that the conversion process involves approximately 15 steps and would require devices to be collected for roughly three days. He estimated the earliest feasible timeline for the migration would be late April or early May 2026, depending on scheduling.

Mayor Valdez noted the importance of this transition given that Kearns is an Olympic host city and is therefore a higher-profile target for cyberattacks. He said that the city is currently operating below the minimum acceptable security level. Council Member Colby referenced a recent tour of the water treatment plant during which staff noted attempted cyberattacks on their systems, underscoring the urgency. Mr. Schneider confirmed that two nearby cities and a local airport had succumbed to ransomware attacks within the past year.

All council members expressed support for moving forward. Mayor Valdez also suggested that the city consider bringing on a consultant on the city's side to work alongside MSD during the transition. Council Member Schaeffer acknowledged the suggestion as something to revisit at a later date. No formal motion was required for this workshop item; the council provided direction to proceed with planning for the migration.

B. Authorization to Put Together a Job Description for a City Administrator and to Review the Procurement Process for an Independently Contracted Content Creator

City Attorney Nathan Bracken presented two related topics as a follow-up to discussions held at the recent council retreat.

Mr. Bracken explained that the council had reached general agreement at the retreat regarding the need to hire a City Administrator. He clarified that this position would be a Kearns City employee — not a contracted entity — hired under the personnel policy recently adopted by the council. He asked the council for directional feedback so that he and Mayor Valdez could draft a job description to be presented at the April dinner meeting for formal approval.

Mr. Bracken described the role as serving as the “transmission” between the council and mayor (the drivers) and the MSD and other service districts (the engine), translating policy goals into operational action. He noted that unlike traditional city managers, this position would not carry HR management responsibilities, since city services are provided through the MSD and other special districts.

Council Member Schaeffer requested that the job description includes an option for both a full-time and part-time configuration, so the city retains flexibility depending on the qualifications of applicants. Mr. Bracken agreed and suggested the description could indicate “full time or part time depending on the right candidate.”

Mr. Bracken raised the question of whether the city administrator should have dedicated office space, noting that since Kearns does not currently have a city hall, a virtual or hybrid arrangement might be appropriate in the interim. He suggested the city could leverage existing spaces such as the UPD precinct building or the Element Center for meetings. Council Member Schaeffer and others affirmed that a dedicated office is not necessary at this time.

Mayor Valdez presented an additional option for the council to consider approaching the MSD Board about the possibility of creating a shared “Executive Liaison” position that could serve multiple MSD member cities in a city administrator-type capacity. He acknowledged this would require MSD Board approval and noted it would not be a Kearns-dedicated position but offered it as an alternative worth exploring.

The council reached consensus on the following direction: Mr. Bracken and Mayor Valdez would work together to draft a city administrator job description (and a potential assistant position) for council review in April; the position would be open to full-time or part-time applicants depending on qualifications; the role would be permitted to work virtually in the near term; and desired qualifications would include experience in redevelopment, large-scale events, and ideally Olympic or major sporting event experience.

Mr. Bracken then outlined the procurement process for hiring a freelance content creator, which Mayor Valdez had identified as a priority for strengthening the city's digital presence and branding. Because the anticipated cost would qualify as a "small purchase" under the city's procurement policy, the mayor, acting as the city's purchasing agent, could engage the contractor without requiring a formal council vote. However, Mayor Valdez indicated his preference to keep the council informed throughout the process.

Mayor Valdez explained that this content creator would be a fully independent contractor using their own equipment and software. Produced content would be routed through Communications Manager Maridene Alexander before posting. The funding would be redirected from a prior budget line that had been used for website management, which is now handled by MSD staff. All council members were supportive of the concept.

7. PRESENTATION ITEMS

A. Upgrading Official City of Kearns Website and TextMyGov

Maridene Alexander, MSD Communications Manager, presented two related initiatives: upgrading the City of Kearns' official website and adopting a new two-way resident communication platform called TextMyGov.

Ms. Alexander explained that the city's current website has been in service for approximately seven years and is hosted on a platform called "Municipality Doc," which was purchased by CivicPlus. CivicPlus has stopped selling that product (as of October 2024) and is phasing it out entirely in the near future, which means the city is required to transition to a new platform regardless. She noted additional drawbacks with the current site: it is not mobile-friendly, does not support scrolling design standards, lacks ADA/WCAG 2.1 accessibility compliance, has no file-sharing security, and is difficult to update.

She recommended CivicPlus as the new platform, as the MSD has already transitioned Magna City to CivicPlus with positive results, and several other Salt Lake Valley cities are on the same platform. CivicPlus offers two tiers relevant to Kearns:

1. Starter Standard — a template-based design at \$5,000/year (comparable to the current cost).
2. Starter Premium — a fully customized website design for \$5,000/year plus a one-time \$5,000 design fee (\$10,000 total in year one). Ms. Alexander strongly recommended the Premium option so the site can be uniquely branded for Kearns, noting this equates to approximately \$0.87 per household.

New features included in the CivicPlus platform include mobile-responsive design, multi-language accessibility, ADA/WCAG 2.1 compliance, resident notification sign-up, and easy staff-side updating. A design committee of approximately six to seven members would be assembled to guide the customization process, which typically spans a few months. Ms. Alexander offered to send council members links to example CivicPlus sites, including the Magna city site, for reference.

Council Member Colby expressed enthusiasm, noting that improving the city's website had been a priority he campaigned on, and praised the platform's multilingual features. Mayor Valdez confirmed the city would look forward with the Premium option.

Ms. Alexander presented TextMyGov as a replacement for Code Red, the city's current emergency alert system. She explained that Code Red was recently the subject of a significant data breach and has had ongoing service issues, and that the City Attorney's office is working to cancel the existing contract.

Unlike Code Red, which functions as a one-way emergency alert system, TextMyGov offers two-way text communication between the city and residents. Residents do not need to download an app — they simply subscribe via text. Features include automated keyword responses (e.g., typing "agenda" returns a link to meeting agendas), the ability to conduct resident surveys, integration with IPAWS and the National Weather Service for emergency alerts, and the ability to create and manage segmented subscriber groups (e.g., council, planning commission, general residents).

Ms. Alexander noted that TextMyGov is a Utah-based company and that MSD staff have already completed training. The company pre-identified approximately 9,480 existing phone numbers associated with Kearns residents that could be invited to opt in. The cost was negotiated down from an initial quote of \$12,500 to \$10,000 per year — equivalent to what was previously budgeted for Code Red, so no additional appropriation would be needed.

Mayor Valdez clarified that TextMyGov replaces Code Red entirely and expands the city's communication capabilities well beyond emergency alerts to include road closures, water issues, event announcements, and more. The council received the presentation favorably.

B. Kearns City Code Restatement (Titles 1, 2, and 3 to 14) – Nathan Bracken, City Attorney

City Attorney Nathan Bracken provided an update on the ongoing restatement of the Kearns Municipal Code. He explained that when Kearns incorporated as a metro township, state law required the city to adopt Salt Lake County's code as it existed in 2017 as a starting point. That code contains provisions that are county-specific and inapplicable to a municipality, including references to county health departments and Metro Township designations, which must be updated or removed.

Mr. Bracken indicated that the goal is to present updated code titles at each council meeting on a rolling basis, with the hope of completing the full restatement by May or June 2026. He proposed making the code restatement a standing agenda item until complete.

The current presentation covered Titles 1, 2, and 3 through 14. Mr. Bracken summarized the scope of each relevant title:

- Title 1 – Rules of Construction and uniform definitions applicable across the code, along with a general appeals procedure.

- Title 2 – Governs the form of government, confirming Kearns’ five-member council structure and election procedures. This title is Kearns-specific and has been reviewed by MSD staff and the former city clerk.
- Title 5 – Business Licensing. Because the MSD administers business licensing on behalf of Kearns, this title will require MSD review before adoption.
- Title 11 – Parking. Will require MSD input, particularly given ongoing concerns about parking enforcement. Council Member Schaeffer confirmed he had already submitted proposed changes.
- Title 12 – Code Enforcement. Has already been updated multiple times in coordination with MSD’s code enforcement team; the primary remaining change is updating references from “Metro Township” to “City.”
- Title 14 – Public Works. MSD has already reviewed and provided comments; largely complete.

Council Member Schaeffer asked about the scope of MSD review requirements for the code titles. Mr. Bracken clarified that titles governing functions performed by the MSD (Titles 5, 11, 12, and 14) will require MSD sign-off, while titles that are purely internal to the city council’s governance structure (Titles 1 and 2) do not. He noted that his office had already incorporated feedback from city recorder staff into Titles 1 and 2. The council acknowledged the update, and Mr. Bracken indicated the next batch — including business licensing and parking — would be presented at the following month’s meeting.

8. COUNCIL BUSINESS – ACTION ITEMS

A. Discussion and Potential Action Regarding Resolution R2026-09, A Resolution

Supporting the Construction of a Pedestrian Bridge Over the Railroad Tracks at 5400 S

Grant Coordinator Lea Kingsley and Assistant Engineer Chad Anderson presented Resolution R2026-09. Ms. Kingsley explained that federal funding has recently become available through the Congressional Community Project Funding process, and that approval of this resolution would demonstrate the city’s commitment to the project and allow the city to apply for those funds before the application deadline at the end of that week.

Ms. Kingsley clarified that the resolution does not finalize any design or commit the council to construction. It simply expresses support for moving into the next stage of evaluation and actively pursuing available federal funding, which could significantly reduce local costs.

Council Member Schaeffer noted he had not received the resolution in advance of the meeting. Staff explained that the Congressional Community Project Funding window had opened quickly, requiring expedited placement on the agenda. Council Member Schaeffer requested a copy of the resolution and suggested any desired amendments be noted.

Council Member Colby expressed strong support, noting the bridge project had been raised as a community concern on social media and that he had previously advocated for it. He observed that given the elevation of 5400 South over the railroad tracks, a bridge could potentially be installed with clearance beneath without requiring extensive structural work. He also noted the need to reduce pedestrian foot traffic on the active rail line, especially for

students traveling to and from school.

Mayor Valdez asked whether the project could be designed to run north-south in addition to, or instead of, east-west. Ms. Kingsley indicated that directional and design questions remain open at this preliminary stage, and that all options are being considered.

Council Member Schaeffer also raised the possibility that a pedestrian bridge previously stockpiled by UDOT at Mayor Bush's request, when the bridge at 62nd South was demolished, may still be available and could reduce construction costs. He indicated he would look into whether Kearns still has access to that structure.

Council Member Longtin confirmed her understanding that the resolution is solely for the purpose of supporting the grant application.

Council Member Schaeffer moved to approve Resolution R2026-09, A Resolution Supporting the Construction of a Pedestrian Bridge Over the Railroad Tracks at 5400 S. Council Member Longtin seconded the motion; vote was 5-0, unanimous in favor.

B. Discussion and Potential Action Regarding Resolution R2026-10, Appointing Council Member Lyndsay Longtin as an Alternate for the Unified Fire Authority (UFA) and Unified Fire Service Area (UFSA) Boards

Council Member Butterfield introduced this item, explaining that she wished to formally appoint Council Member Longtin as her alternate representative on the Unified Fire Authority (UFA) and Unified Fire Service Area (UFSA) boards. Council Member Butterfield noted she wanted to ensure the appointment was handled properly through a formal resolution.

Council Member Schaeffer moved to approve Resolution R2026-10, Appointing Council Member Longtin as an Alternate for the Unified Fire Authority and Unified Fire Service Area Boards. Council Member Colby seconded the motion; vote was 5-0, unanimous in favor.

C. Discussion and Potential Action Regarding the Kearns Community Council

City Attorney Nathan Bracken provided background on the item, explaining that recent changes in state law have introduced additional compliance requirements for independent community councils, including annual reporting to the State Auditor's Office, execution of a formal agreement with the city, and adherence to various best management practices published by the Utah Legislative Auditor. Mayor Valdez communicated these requirements to the Kearns Community Council, and the Community Council indicated it wished to come under the city as an official committee rather than continue as an independent entity.

Mr. Bracken explained that converting the Community Council into an official City Committee would accomplish several things: it would reduce the administrative burden by eliminating the need for separate financial reporting and a standalone agreement; it would extend attorney-

client privilege to the group (as the Planning Commission has); it would provide volunteer protections under the city; and the MSD would handle financial administration under existing service agreements. He noted that the group's name could remain "Community Council," but the legal entity would be a city committee rather than an independent nonprofit.

Members of the Community Council who were present expressed agreement with the transition and enthusiasm about working more closely with the city. Mayor Valdez expressed appreciation for the Community Council's long history of service and characterized this as a new chapter and a fresh start, encouraging all parties to move forward without looking back.

Council Member Butterfield moved to authorize the City Attorney to prepare the necessary changes to the current Kearns Municipal Code to bring the Community Council in-house as an official City of Kearns committee, and to work collaboratively with the Community Council and the City Council in doing so. Council Member Schaeffer seconded the motion. Vote was 5-0, unanimous in favor.

D. Discussion and Potential Approval of Community Council Budget

Following the vote on Item 8C, City Attorney Nathan Bracken addressed the interim budgetary situation. He noted that the new city committee has not yet been formally created, and that executing a contract with the Community Council as currently constituted would be a short-term measure of approximately one month. He recommended an alternative approach to avoid delays to the Community Council's planned summer events.

Mr. Bracken proposed that the council approve the budget as presented by the Community Council but designate it as a preliminary appropriation to be used by the city to make procurements on behalf of the to-be-created events committee. In the interim period before the committee is officially established, the Community Council would bring procurement needs to Mayor Valdez, who as the city's purchasing agent would coordinate with MSD financial staff to make those purchases directly through the city's procurement process. Once the official committee is created, the budget will be revisited and amended as part of the city's regular budget cycle (with the tentative budget due in April or May and the final budget in June).

A Community Council member asked how soon funds would be available and whether they needed to provide more granular breakdowns for each event. Mr. Bracken indicated the budget as submitted is sufficient to get started, and that going forward the committee chair would work directly with MSD financial staff to procure items within the approved budget without needing to return to the council for each purchase.

Another Community Council member raised concerns about vacant seats and whether the council would have authority over appointments. Mr. Bracken confirmed that as a city committee, appointments would ultimately rest with the council but noted that the intention is to retain current Community Council members. Mayor Valdez affirmed that the goal is continuity, and that while the council has the authority to appoint others, it is not the intent at this time.

Mr. Bracken also noted that the Community Council could choose to continue to exist as a separate legal entity for other purposes (such as independent outreach or grant applications), but that the city's financial appropriation would flow exclusively to the newly created city committee, not to the Community Council as an independent nonprofit.

Council Member Schaeffer moved to adopt the budget that the Community Council presented, to be used by the city to make procurements on behalf of the city in coordination with the current Community Council members while the official events committee is established, with the understanding that once the official committee is created, the budget will be reviewed and amended as part of the city's current fiscal year budget process. Council Member Longtin seconded the motion; vote was 5-0, unanimous in favor.

9. OTHER BUSINESS

A. Sexual Harassment Training – Clayton Preece, Legal Counsel, Smith Hartvigsen

Clayton Preece, attorney with Smith Hartvigsen, presented a formal sexual harassment and discrimination training to the Mayor and Council. Mr. Bracken introduced Mr. Preece and noted that providing this training enables certain legal defenses for the city in the event of a future claim.

Mr. Preece began with a disclaimer acknowledging that the training addresses sensitive content and invited anyone uncomfortable to step out. He clarified that all examples used are drawn from case law and other cities' experiences, not from events at Kearns.

The training covered the following areas:

- **Legal Foundations:** Sexual harassment is rooted in the Civil Rights Act of 1964 and the Utah Anti-Discrimination Act, which prohibit employment and public accommodation discrimination based on protected classes including race, sex, religion, national origin, sexual orientation, and gender identity.
- **Definition of Sexual Harassment:** Legally defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that creates conditions of employment, affects employment decisions, or creates a hostile work environment. In plain terms, this includes quid pro quo arrangements, sexually suggestive comments, obscene gestures, unwanted physical contact, and physical assaults of a sexual nature.
- **Categories of Discrimination:** Mr. Preece outlined three main categories: (1) Disparate Treatment – intentional unequal treatment based on a protected class, such as applying rules differently to male and female employees; (2) Disparate Impact – neutral-seeming policies that disproportionately affect a protected class, such as allowing sexually explicit material in male-dominated work areas; and (3) Discriminatory Harassment – repeated offensive conduct so pervasive it creates a hostile work environment.
- **Special Topics:** Mr. Preece cautioned about the risks associated with slang, jokes, and emojis, noting that intent matters far less than impact in harassment determinations. He noted that a 2019 policy update by Facebook and Instagram restricted certain emojis

due to their sexually suggestive connotations and advised council members to avoid emojis in official communications. He also discussed how courts assess what constitutes a “reasonable person” standard when evaluating claims.

- **Reporting:** Under the city’s personnel policy, all harassment must be reported. Absent a city administrator, reports should be directed to the mayor, another council member, or the city attorney. Mr. Preece recommended keeping written records of dates, times, and witnesses.
- **Investigations:** All allegations are investigated, either internally by legal counsel or by an outside specialist. All council members and employees have a duty to cooperate. Confidentiality is maintained to the extent possible.
- **Retaliation:** Taking adverse action against someone who reports harassment is unlawful under state and federal law, and retaliation claims often succeed even when the underlying harassment claim does not. Mr. Preece advised the council to be mindful of the timing and documentation of any decisions made following a harassment report.
- **Prevention Strategies:** Speak up early, document conduct, use reporting channels, seek guidance, and as bystanders, report even seemingly minor behavior. Mr. Preece noted that in virtually every harassment investigation, there were bystanders who observed the conduct but did not report it, and that witnessed behavior is typically the “tip of the iceberg.”

City Attorney Nathan Bracken added closing remarks, drawing on nearly 11 years of experience alongside Mr. Preece handling harassment cases. He noted the most common scenario involves a person in a position of power making an inadvertent comment of a sexual nature that a subordinate finds offensive. He emphasized that because council members sit at the top of the hierarchy and interact with staff across multiple districts, they are in a position of power in all their professional interactions. His primary recommendation: do not discuss anything of a sexual nature, in any context, with any person connected to city business — full stop. Mr. Preece echoed this guidance, noting that even conversations between two consenting council members can subject a third party nearby to an uncomfortable environment. Mayor Valdez thanked both attorneys for the training.

B. Future Agenda Business / Stakeholder Updates

City Attorney Nathan Bracken outlined the following items anticipated for the next council meeting agenda:

- Code Restatement – standing item to continue until complete
- City Administrator and Assistant position job descriptions
- Code amendment to establish the new Events Committee, along with an appointing resolution
- Legislative Update – Mr. Bracken indicated he would provide an update on changes from the recent Utah legislative session, including necessary amendments to the city’s land use code

City Recorder Diana Baun noted that stakeholder presentations are now scheduled on an as-needed basis. District representatives are invited to notify her in advance if they have updates to present, so they can be added to the agenda. She mentioned that Kearns Improvement District representative Greg Anderson and Wolford representative Renee Plant had both indicated they would likely have items for the following month.

Chief Hughes distributed printed statistical reports for council members' binders. He highlighted the following:

- **Detective Work:** Detective Webb recently executed a warrant on an individual who had been committing widespread property theft throughout Kearns. The search recovered thousands of dollars in stolen property, firearms, and narcotics, and led to the individual's arrest and incarceration.
- **Tragic Accidents:** Chief Hughes reported an unusually high number of serious accidents in the past month, noting the emotional toll such incidents take on officers, firefighters, and EMS personnel. He mentioned: a serious accident on 5600 West that left multiple individuals in critical condition with uncertain long-term prognosis; a recent pedestrian fatality in which an individual was struck by a vehicle after not using a crosswalk; and, in the early morning hours of the previous night, a fatal accident in which a one-month-old infant was killed. Chief Hughes acknowledged that Kearns PD staff would be receiving support and check-ins following these events.

Mayor Valdez expressed appreciation for Chief Hughes' visual summary format.

Chief Lintz provided the following updates:

- **Budget Season:** UFA is currently in the middle of its budget process. Division leaders have submitted their proposals, which are now under review at the chief/administrative level. Chief Lintz indicated the outlook is positive. Council Member Longtin, newly appointed as Council Member Butterfield's alternate on the UFA Board, was acknowledged and welcomed.
- **Incidents:** No significant fires were reported during the month, which Chief Lintz noted was a positive contrast to the previous month. He echoed Chief Hughes' remarks about the difficult motor vehicle accidents experienced by joint response crews.
- **Utah Task Force 1:** Approximately 40 UFA personnel recently returned from a national training facility in Texas. The four-day training involved long days and nights and is expected to enhance the team's capabilities in heavy rescue and hazmat operations.
- **Call Volume:** Stations 107 and 109 each responded to approximately 130 calls during the short month, representing a slight decrease overall.

Council Member Schaeffer raised a concern that he had not seen a flag flying at Station 107 during recent visits. Chief Lintz indicated he was unaware of an issue with the flagpole and committed to following up with station staff.

Council Member Schaeffer moved to recess the City Council Meeting and move into Closed Session for the reasons indicated below. Council Member Butterfield seconded that motion; vote was 5-0, unanimous in favor.

10. Closed Session 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/or
- E. Other lawful purposes as listed in Utah Code §52-4-205

11. Adjourn

Council Member Butterfield moved to adjourn the March 9, 2026, City Council Meeting. Council Member Schaeffer seconded the motion; vote was 5-0, unanimous in favor.

This is a true and correct copy of the March 9, 2026, City Council Meeting Minutes, which were approved on April 13, 2026.

Attest:

Diana Baun, City Recorder

Jesse Valdez, Mayor

Greater Salt Lake Municipal Services District

Standard Financial Report

50 City of Kearns - 07/01/2025 to 02/28/2026

66.67% of the fiscal year has expired

	<u>2025</u> Year-End Actual	<u>2026</u> YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10200 Cash - PTIF	2,528,399.87	2,061,543.07
10750 Undeposited Receipts	(0.09)	232.12
Total Cash and cash equivalents	<u>2,528,399.78</u>	<u>2,061,775.19</u>
Receivables		
11530 Accounts Rec. -	17,878.51	352.71
11531 Taxes Receivable	0.00	6.84
12500 Due from Other Gov.	1,655,624.41	1,430,308.46
12550 Due from Other Funds	510.00	3,962.00
Total Receivables	<u>1,674,012.92</u>	<u>1,434,630.01</u>
Total Current Assets	<u>4,202,412.70</u>	<u>3,496,405.20</u>
Non-Current Assets		
Restricted assets		
10102 Cash - Zions Bond Escrow	95,324.92	43,388.77
Total Restricted assets	<u>95,324.92</u>	<u>43,388.77</u>
Total Non-Current Assets	<u>95,324.92</u>	<u>43,388.77</u>
Total Assets:	<u>4,297,737.62</u>	<u>3,539,793.97</u>
Liabilities and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	13,758.54	11,901.86
21100 Accrued Expenses	17,547.09	17,547.09
23450 Performance Bonds Payable	95,324.92	43,388.77
24000 Due to Other Funds	1,674,114.51	0.00
Total Current liabilities	<u>1,800,745.06</u>	<u>72,837.72</u>
Total Liabilities:	<u>1,800,745.06</u>	<u>72,837.72</u>
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	1,632,308.87	2,454,272.56
29010 Assigned Capital Fund	262,683.69	262,683.69
29561 Restricted Corridor Preservation Fund	602,000.00	750,000.00
Total Equity - Fund Balance	<u>2,496,992.56</u>	<u>3,466,956.25</u>
Total Liabilities and Fund Equity:	<u>4,297,737.62</u>	<u>3,539,793.97</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>

Greater Salt Lake Municipal Services District

Standard Financial Report

50 City of Kearns - 07/01/2025 to 02/28/2026

66.67% 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	6,900,633.70	4,453,868.69	6,500,000.00	2,046,131.31	68.52%
Total Sales Taxes	<u>6,900,633.70</u>	<u>4,453,868.69</u>	<u>6,500,000.00</u>	<u>2,046,131.31</u>	<u>68.52%</u>
SB 136 Sales Tax					
3100.350 SB 136 Sales Tax	618,184.70	400,658.99	650,000.00	249,341.01	61.64%
Total SB 136 Sales Tax	<u>618,184.70</u>	<u>400,658.99</u>	<u>650,000.00</u>	<u>249,341.01</u>	<u>61.64%</u>
Total Taxes	<u>7,518,818.40</u>	<u>4,854,527.68</u>	<u>7,150,000.00</u>	<u>2,295,472.32</u>	<u>67.90%</u>
Intergovernmental revenue					
Road Funds					
3100.560 B&C Road Fund Allotment	1,721,486.51	1,060,914.33	1,600,000.00	539,085.67	66.31%
3100.561 HB244 Corridor Preservation Funds	302,000.00	148,000.00	0.00	(148,000.00)	0.00%
3100.562 County Public Transit Tax	6,283.41	209,642.62	0.00	(209,642.62)	0.00%
Total Road Funds	<u>2,029,769.92</u>	<u>1,418,556.95</u>	<u>1,600,000.00</u>	<u>181,443.05</u>	<u>88.66%</u>
CARES Act					
3100.322 ARPA Funds	0.00	0.00	2,631,285.00	2,631,285.00	0.00%
Total CARES Act	<u>0.00</u>	<u>0.00</u>	<u>2,631,285.00</u>	<u>2,631,285.00</u>	<u>0.00%</u>
Total Intergovernmental revenue	<u>2,029,769.92</u>	<u>1,418,556.95</u>	<u>4,231,285.00</u>	<u>2,812,728.05</u>	<u>33.53%</u>
Licenses and permits					
Business licenses					
3100.130 Business Licenses	54,126.00	31,094.25	50,000.00	18,905.75	62.19%
Total Business licenses	<u>54,126.00</u>	<u>31,094.25</u>	<u>50,000.00</u>	<u>18,905.75</u>	<u>62.19%</u>
Building permits					
3100.260 Building Permit	190,854.69	113,256.31	200,000.00	86,743.69	56.63%
Total Building permits	<u>190,854.69</u>	<u>113,256.31</u>	<u>200,000.00</u>	<u>86,743.69</u>	<u>56.63%</u>
Total Licenses and permits	<u>244,980.69</u>	<u>144,350.56</u>	<u>250,000.00</u>	<u>105,649.44</u>	<u>57.74%</u>
Charges for services					
Charges other					
3100.420 Engineering Services	23,374.00	17,081.75	50,000.00	32,918.25	34.16%
3100.450 Planning Services	5,742.06	3,376.50	15,000.00	11,623.50	22.51%
Total Charges other	<u>29,116.06</u>	<u>20,458.25</u>	<u>65,000.00</u>	<u>44,541.75</u>	<u>31.47%</u>
Total Charges for services	<u>29,116.06</u>	<u>20,458.25</u>	<u>65,000.00</u>	<u>44,541.75</u>	<u>31.47%</u>
Fines and forfeitures					
Code enforcement fines and fees					
3100.240 Code Enforcement Fines and Fees	20,259.64	0.00	5,000.00	5,000.00	0.00%
Total Code enforcement fines and fees	<u>20,259.64</u>	<u>0.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>0.00%</u>
Justice court fines/forfeitures					
3100.500 Justice Court Fines/Forfeitures	266,267.95	75,049.31	250,000.00	174,950.69	30.02%
Total Justice court fines/forfeitures	<u>266,267.95</u>	<u>75,049.31</u>	<u>250,000.00</u>	<u>174,950.69</u>	<u>30.02%</u>
Total Fines and forfeitures	<u>286,527.59</u>	<u>75,049.31</u>	<u>255,000.00</u>	<u>179,950.69</u>	<u>29.43%</u>
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	54,641.13	64,907.89	125,000.00	60,092.11	51.93%
Total Interest	<u>54,641.13</u>	<u>64,907.89</u>	<u>125,000.00</u>	<u>60,092.11</u>	<u>51.93%</u>
Miscellaneous other					
3600.900 Other Revenue	18,670.20	29.90	0.00	(29.90)	0.00%
3600.902 Other Revenue - Declaration of Candidate	400.00	0.00	0.00	0.00	0.00%
Total Miscellaneous other	<u>19,070.20</u>	<u>29.90</u>	<u>0.00</u>	<u>(29.90)</u>	<u>0.00%</u>
Total Miscellaneous revenue	<u>73,711.33</u>	<u>64,937.79</u>	<u>125,000.00</u>	<u>60,062.21</u>	<u>51.95%</u>
Contributions and transfers					
3100.001 Operating transfers in	722,144.69	303.00	0.00	(303.00)	0.00%
3800.100 Contribution from GF	1,083,361.00	1,221,141.00	1,221,141.00	0.00	100.00%
Total Contributions and transfers	<u>1,805,505.69</u>	<u>1,221,444.00</u>	<u>1,221,141.00</u>	<u>(303.00)</u>	<u>100.02%</u>
Total Revenue:	<u>11,988,429.68</u>	<u>7,799,324.54</u>	<u>13,297,426.00</u>	<u>5,498,101.46</u>	<u>58.65%</u>
Expenditures:					

Greater Salt Lake Municipal Services District

Standard Financial Report

50 City of Kearns - 07/01/2025 to 02/28/2026

66.67% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Administration					
4100.100 Wages	103,565.34	67,783.31	225,000.00	157,216.69	30.13%
4100.130 Employee Benefits	75.60	48.30	19,800.00	19,751.70	0.24%
4100.150 Social Security Tax	6,339.21	4,165.38	14,000.00	9,834.62	29.75%
4100.160 Medicare	1,482.56	974.16	3,500.00	2,525.84	27.83%
4100.180 Medical Insurance	60,428.28	42,572.38	132,500.00	89,927.62	32.13%
4100.190 FUTA	0.00	275.44	0.00	(275.44)	0.00%
4100.200 Awards, Promotional & Meals	1,092.42	2,033.05	1,500.00	(533.05)	135.54%
4100.210 Subscriptions/Memberships	23,630.20	19,952.08	30,000.00	10,047.92	66.51%
4100.220 Printing/Publications/Advertising	4,576.52	8,182.74	5,500.00	(2,682.74)	148.78%
4100.230 Travel/Mileage	11,446.73	910.54	1,500.00	589.46	60.70%
4100.240 Office Expense and Supplies	3,421.59	14,617.68	5,000.00	(9,617.68)	292.35%
4100.255 Computer Equip/Software	0.00	0.00	30,000.00	30,000.00	0.00%
4100.280 Cell phone and Telephone	0.00	100.68	0.00	(100.68)	0.00%
4100.310 Attorney-Civil	102,804.50	69,632.50	130,000.00	60,367.50	53.56%
4100.312 Lobbyist Services	12,000.00	6,000.00	12,000.00	6,000.00	50.00%
4100.320 Attorney - Land Use	1,971.00	12,866.50	40,000.00	27,133.50	32.17%
4100.330 Training and Seminars	750.00	60.00	0.00	(60.00)	0.00%
4100.360 Web Page Development/Maintenance	6,323.92	1,411.92	15,000.00	13,588.08	9.41%
4100.370 Software/Streaming	18,745.98	21,980.58	17,000.00	(4,980.58)	129.30%
4100.380 Internet Connections	5,990.94	3,095.14	5,500.00	2,404.86	56.28%
4100.390 Payroll Processing Fees	504.00	556.50	0.00	(556.50)	0.00%
4100.420 Contributions/Special Events	78,500.00	9,740.00	90,000.00	80,260.00	10.82%
4100.430 City Elections and Voting	0.00	43,358.23	0.00	(43,358.23)	0.00%
4100.510 Insurance	25,960.79	24,697.28	40,000.00	15,302.72	61.74%
4100.520 Workers Comp Insurance	0.00	2,086.21	8,500.00	6,413.79	24.54%
4100.590 Postage	7,693.10	7,608.03	5,000.00	(2,608.03)	152.16%
4100.600 Professional and Technical	1,980.00	2,610.00	7,500.00	4,890.00	34.80%
4100.621 Victim Critical Needs	0.00	2,166.00	25,000.00	22,834.00	8.66%
4100.635 Election Support Services	0.00	3,000.00	84,341.00	81,341.00	3.56%
4100.640 Grant Related	20,547.09	0.00	0.00	0.00	0.00%
4100.650 SL (Client) County Support Services	87.07	0.00	50,000.00	50,000.00	0.00%
4100.750 Non-Cap Improvements	1,012.50	22,712.00	25,000.00	2,288.00	90.85%
4100.760 Christmas on 54th Decorations & Lights	64.34	3,240.00	8,000.00	4,760.00	40.50%
4100.860 Code Enforcement Abatements	7,469.86	(5,225.41)	50,000.00	55,225.41	-10.45%
4100.870 Rent	6,817.92	4,545.28	135,000.00	130,454.72	3.37%
4100.880 Non-Classified Expenses	0.00	1,420.81	5,000.00	3,579.19	28.42%
Total Administration	515,281.46	399,177.31	1,221,141.00	821,963.69	32.69%
COVID Related Expenses					
4100.243 ARPA Act Expense and Supplies	0.00	0.00	2,631,285.00	2,631,285.00	0.00%
Total COVID Related Expenses	0.00	0.00	2,631,285.00	2,631,285.00	0.00%
Transfers					
4100.928 Contribution to General Fund	9,878,196.49	6,430,183.54	9,445,000.00	3,014,816.46	68.08%
4100.932 Contribution to Restricted Capital Fund	0.00	148,000.00	0.00	(148,000.00)	0.00%
48450.001 Operational Transfers out	162,289.09	0.00	0.00	0.00	0.00%
Total Transfers	10,040,485.58	6,578,183.54	9,445,000.00	2,866,816.46	69.65%
Total Expenditures:	10,555,767.04	6,977,360.85	13,297,426.00	6,320,065.15	52.47%
Total Change In Net Position	1,432,662.64	821,963.69	0.00	(821,963.69)	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
52 Kearns Beer Tax Special Fund - 07/01/2025 to 02/28/2026
66.67% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Intergovernmental revenue					
State liquor fund					
3100.580 State Liquor Fund Allotment	61,156.89	0.00	30,000.00	30,000.00	0.00%
Total State liquor fund	61,156.89	0.00	30,000.00	30,000.00	0.00%
Total Intergovernmental revenue	61,156.89	0.00	30,000.00	30,000.00	0.00%
Total Revenue:	61,156.89	0.00	30,000.00	30,000.00	0.00%
Expenditures:					
Administration					
4100.850 Beer Funds	61,156.89	0.00	30,000.00	30,000.00	0.00%
Total Administration	61,156.89	0.00	30,000.00	30,000.00	0.00%
Total Expenditures:	61,156.89	0.00	30,000.00	30,000.00	0.00%
Total Change In Net Position	0.00	0.00	0.00	0.00	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
54 City of Kearns Community Reinvestment Agency - 07/01/2025 to 02/28/2026
66.67% 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	510.00	0.00
Total Cash and cash equivalents	510.00	0.00
Total Current Assets	510.00	0.00
Total Assets:	510.00	0.00
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	510.00	0.00
24000 Due to Other Funds	510.00	3,962.00
Total Current liabilities	1,020.00	3,962.00
Total Liabilities:	1,020.00	3,962.00
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	(510.00)	(3,962.00)
Total Equity - Fund Balance	(510.00)	(3,962.00)
Total Liabilites and Fund Equity:	510.00	0.00
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
54 City of Kearns Community Reinvestment Agency - 07/01/2025 to 02/28/2026
66.67% of the fiscal year has expired

	<u>2025 Year-End Actual</u>	<u>2026 YTD Actual</u>	<u>2026 Budget</u>	<u>Unearned/ Unused Budget</u>	<u>% Earned/ Used</u>
Change In Net Position					
Expenditures:					
Administration					
4100.310.000 General - Attorney-Civil	510.00	3,452.00	0.00	(3,452.00)	0.00%
Total Administration	<u>510.00</u>	<u>3,452.00</u>	<u>0.00</u>	<u>(3,452.00)</u>	<u>0.00%</u>
Total Expenditures:	<u>510.00</u>	<u>3,452.00</u>	<u>0.00</u>	<u>(3,452.00)</u>	<u>0.00%</u>
Total Change In Net Position	<u>(510.00)</u>	<u>(3,452.00)</u>	<u>0.00</u>	<u>3,452.00</u>	<u>0.00%</u>

Greater Salt Lake Municipal Services District
Standard Financial Report
55 Kearns Council Designated Fund - 07/01/2025 to 02/28/2026
66.67% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	0.00	676,983.61
10101 Cash - Zions CARES	2,828.09	2,828.09
10200 Cash - PTIF	238,422.63	550,563.73
10202 Cash - PTIF 9074 CARES	746,187.08	346,572.33
10750 Undeposited Receipts	(0.01)	(0.01)
Total Cash and cash equivalents	987,437.79	1,576,947.75
Receivables		
12500 Due From Other Gov.	157,924.59	214,623.24
Total Receivables	157,924.59	214,623.24
Total Current Assets	1,145,362.38	1,791,570.99
Total Assets:	1,145,362.38	1,791,570.99
Liabilities and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	494,288.00	227,000.00
Total Current liabilities	494,288.00	227,000.00
Deferred revenue		
23455 CARES2 Deferred Revenue	258,120.71	206,083.46
Total Deferred revenue	258,120.71	206,083.46
Total Liabilities:	752,408.71	433,083.46
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	392,953.67	1,358,487.53
Total Equity - Fund Balance	392,953.67	1,358,487.53
Total Liabilities and Fund Equity:	1,145,362.38	1,791,570.99
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
55 Kearns Council Designated Fund - 07/01/2025 to 02/28/2026
66.67% 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					
MET Taxes					
3100.111 MET-Municipal Energy	3,072.68	1,383.57	0.00	(1,383.57)	0.00%
3100.112 MET-Municipal Telecom	55,240.50	48,455.07	60,000.00	11,544.93	80.76%
3100.113 MET-Pacificorp/Rocky Mtn Power	271,348.65	613,255.91	600,000.00	(13,255.91)	102.21%
3100.114 MET-Questar Gas/Dominion Energy	391,618.88	263,445.84	720,000.00	456,554.16	36.59%
Total MET Taxes	721,280.71	926,540.39	1,380,000.00	453,459.61	67.14%
Franchise Taxes					
3100.401 Google Franchise Fee	80,796.00	31,614.00	30,000.00	(1,614.00)	105.38%
Total Franchise Taxes	80,796.00	31,614.00	30,000.00	(1,614.00)	105.38%
Total Taxes	802,076.71	958,154.39	1,410,000.00	451,845.61	67.95%
Intergovernmental revenue					
Road Funds					
3100.561 HB244 Corridor Preservation Funds	0.00	0.00	300,000.00	300,000.00	0.00%
Total Road Funds	0.00	0.00	300,000.00	300,000.00	0.00%
CARES Act					
3100.322 ARPA	82,130.00	235,098.33	0.00	(235,098.33)	0.00%
3100.323 CARES2	623,691.70	52,037.25	0.00	(52,037.25)	0.00%
Total CARES Act	705,821.70	287,135.58	0.00	(287,135.58)	0.00%
Total Intergovernmental revenue	705,821.70	287,135.58	300,000.00	12,864.42	95.71%
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	81,946.53	24,941.97	42,000.00	17,058.03	59.39%
Total Interest	81,946.53	24,941.97	42,000.00	17,058.03	59.39%
Total Miscellaneous revenue	81,946.53	24,941.97	42,000.00	17,058.03	59.39%
Contributions and transfers					
3100.001 Operating Transfers in	2,828.09	0.00	0.00	0.00	0.00%
Total Contributions and transfers	2,828.09	0.00	0.00	0.00	0.00%
Total Revenue:	1,592,673.03	1,270,231.94	1,752,000.00	481,768.06	72.50%
Expenditures:					
Administration					
4100.420 Contributions/Special Events	0.00	3,000.00	0.00	(3,000.00)	0.00%
Total Administration	0.00	3,000.00	0.00	(3,000.00)	0.00%
Professional services					
4100.623 Public Safety	493,897.66	0.00	25,000.00	25,000.00	0.00%
Total Professional services	493,897.66	0.00	25,000.00	25,000.00	0.00%
COVID Related Expenses					
4100.242 CARES 2 Expense and Supplies	623,691.70	66,599.75	0.00	(66,599.75)	0.00%
4100.243 ARPA Act Expense and Supplies	82,130.00	235,098.33	0.00	(235,098.33)	0.00%
Total COVID Related Expenses	705,821.70	301,698.08	0.00	(301,698.08)	0.00%
Total Expenditures:	1,199,719.36	304,698.08	25,000.00	(279,698.08)	1,218.79%
Total Change In Net Position	392,953.67	965,533.86	1,727,000.00	761,466.14	55.91%



UNIFIED FIRE AUTHORITY

March 18, 2026

All City, Town, Township, and Salt Lake County Governments:

In anticipation of fireworks season, this information will assist your legislative bodies to assure compliance with Utah fireworks laws and the setting of restricted areas.

Please review your fireworks restricted areas for accuracy and proper alignment. If changes to the 2025 fireworks restrictions map are necessary, Utah Code Section 15A-5-202.5 provides the steps and requirements to implement those changes. If you make any changes, please ensure that the proper ordinances are also updated for the 2026 fireworks season.

Key point:

- Each legislative body must, before May 1st of each year, provide a map to UFA setting forth the areas designated as restricted. This will provide the basis for the map produced and provided by the County. UFA Fire Prevention Division can assist you with this process and any issues related to delineating such areas if you wish to make alterations to the prior year's map. If no changes are needed, UFA will use the map for your area from last year for this process. The County must have a map in place and available to the public and fireworks vendors before June 1st.

Links to the Utah fireworks law:

https://le.utah.gov/xcode/Title15A/Chapter5/15A-5-S202.5.html?v=C15A-5-S202.5_2018050820180508

https://le.utah.gov/xcode/Title53/Chapter7/53-7-S225.html?v=C53-7-S225_2018050820180508

<https://rules.utah.gov/publicat/code/r710/r710-015.htm#T4>

Current fireworks law summary:

- Discharge dates for fireworks: two days before, day of, and one day after July 4th and 24th
- Provide a restriction area map to UFA by May 1st
- Provide a County wide map on the County's website before June 1st (UFA Responsibility)
- Provides liability for negligence, reckless, or intentional conduct for suppression costs and damages caused by fire regardless of whether it is in a prohibited area or within the times allowed for discharge. Discharge within prohibited areas or outside of allowable time period constitutes negligent, reckless, or intentional conduct.
- Clarifies areas where cities can restrict fireworks discharge
- Establishes criminal infractions: (up to \$1,000 fine)
 - Discharge of fireworks outside of legal dates
 - Discharge of fireworks in an area where fireworks are prohibited

Changes can be made to the restricted areas closer in time to the dates of discharge if fire conditions significant worsen as the fireworks season approaches, causing concern for areas not restricted by May 1st. If this occurs, please contact your Liaison, Fire Prevention, or your Area Fire Marshal. Please also feel free to contact me should you have any questions or concerns.

Thank you,

Wade T Watkins

Fire Marshal / Community Risk Manager

wwatkins@unifiedfireut.gov

KEARNS CITY COUNCIL

ORDINANCE NO. 2026-O-03

DATE: April 13, 2026

AN ORDINANCE OF THE KEARNS CITY COUNCIL AMENDING CHAPTER 2.56 OF THE KEARNS MUNICIPAL CODE TO RE-ESTABLISH THE KEARNS COMMUNITY COUNCIL AS AN OFFICIAL COMMITTEE OF THE CITY FOR THE PURPOSE OF PLANNING AND IMPLEMENTING THE CITY'S PLANNED ANNUAL CIVIC EVENTS

WHEREAS, for decades, the Kearns Community Council has served the citizens of the City of Kearns (“City” or “Kearns”) in a variety of ways and through the dedicated services of its citizen volunteers; and

WHEREAS, following Kearns’s incorporation as a municipality in 2017, Kearns has provided the Kearns Community Council with funding to plan and carry out the City’s public events pursuant to Chapter 2.56 of the Kearns Municipal Code; and

WHEREAS, changes in State law have imposed new reporting, accounting, and other requirements on private non-profit entities that receive public funds, including the Kearns Community Council; and

WHEREAS, after consulting with each other, Kearns and the Kearns Community Council desire to further the work of the Kearns Community Council by re-establishing the council as an official City committee with express authority to plan and carry out City events with the direct support of City resources and staff; and

WHEREAS, the City Council desires to appoint the inaugural members to the Committee, with three Committee members having initial terms of two years, another three having an initial term of three years, and a final group of three having a term of four years, provided that after these initial terms are completed the term of each Committee member shall be four years; and

WHEREAS, the City Council’s intent in re-establishing the Kearns Community Council as an official City committee is to broaden citizen input and participation in all civic events and create more grassroots support for these activities by forming a citizen committee of volunteers that will coordinate with City staff in carrying out civic events and soliciting the help of public volunteers.

NOW, THEREFORE BE IT ORDAINED by the Kearns City Council that:

1. Amendment: Chapter 2.56 of the Kearns Municipal Code is repealed and replaced in its entirety with the language set forth in Exhibit A of this Ordinance.
2. Appointment: The following individuals are appointed to the Committee with the below terms:

- a. _____, _____, and _____ who shall each serve two-year terms ending on _____, 2028.
- b. _____, _____, and _____ who shall each serve three-year terms ending on _____, 2029.
- c. _____, _____, and _____ who shall each serve four-year terms ending on _____, 2030.

3. Severability: If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this ordinance, or specific application of this ordinance, shall be severed from the remainder, which shall continue in full force and effect.

4. Direction to Mayor and Staff: The Mayor and staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to MuniCode, including but not limited to making non-substantive edits to correct any scrivener's, formatting, and numbering errors.

5. Effective Date: This Ordinance shall become effective immediately upon its posting.

[Execution on following page]

ADOPTED AND APPROVED at a duly called meeting of the Kearns Council on this 13th day of April 2026.

CITY OF KEARNS

By: Jesse Valdez, Mayor

ATTEST:

Diana Baun
City Recorder

City Council Vote as Recorded:

Mayor Valdez _____
Council Member Colby _____
Council Member Butterfield _____
Council Member Longtin _____
Council Member Schaeffer _____

(Complete as Applicable)

Date ordinance summary was published on the Utah Public Notice Website per Utah Code §10-3-711:

Effective date of ordinance: _____

**SUMMARY OF
CITY OF KEARNS
ORDINANCE NO. 2026-O-03**

On April 13, 2026, the Kearns Council enacted Ordinance No. 2026-O-03 to amend Chapter 2.56 of the Kearns Municipal Code to re-establish the Kearns Community Council as an official committee of the City for the purpose of planning and implementing the City’s planned annual civic events.

CITY OF KEARNS

By: Jesse Valdez, Mayor

ATTEST:

Diana Baun
City Recorder

City Council Vote as Recorded:

Mayor Valdez _____
Council Member Colby _____
Council Member Butterfield _____
Council Member Longtin _____
Council Member Schaeffer _____

A complete copy of Ordinance No. 2026-O-03 is available in the office of the Kearns City Recorder, 860 Levoy Drive, Suite 300, Taylorsville, Utah 84123.

EXHIBIT A

CHAPTER 2.56 OF THE KEARNS MUNICIPAL CODE
KEARNS COMMUNITY COUNCIL

Adopted April 13, 2026

Section 2.56.010 Committee Name

A. The Kearns City Council established a citizen committee on April 13, 2026, by Ordinance 2026-O-03 to plan and execute events for the City.

B. The name of the committee shall be the
“ _____ ”
and hereafter referred as the “Committee” in this Chapter.

Section 2.56.020 Purpose

The City Council recognizes there are many public needs related to civic events and that there is a role for municipal government in meeting those needs. The City Council established the Committee for the purpose of improving civic events and making recommendations to the City Council related to these important areas of focus.

Section 2.56.030 Membership

The Committee shall be made up of not less than nine (9) members as follows: nine citizens at large, three of whom shall serve an initial term of two years, three of whom shall serve three-year terms, and three of whom shall serve four-year terms. After the initial terms are completed, all subsequent terms shall be four years. Each of the four Council members of the City Council shall recommend two citizen committee member for appointment to the Committee. The Mayor shall recommend one citizen committee member for appointment to the Committee. Prior to making their respective nominations, the Council members and Mayor shall consult with the Committee, which may provide the Council member and Mayor with recommended nominations to consider. The appointments shall be made by a majority vote of the City Council.

Section 2.56.040 Supporting Staff.

- A. The Council may also assign one or more of the following to provide support to the Committee:
1. One member of the City Council selected by the Mayor in consultation with the City Council;
 2. Kearns City Outreach Coordinator or his/her designee to serve as a liaison between the Council and the Committee;
 3. The City Recorder;
 4. The City Attorney; and

5. Other City staff the City Council deems appropriate.
- B. The role of the Kearns City Outreach Coordinator, if appointed as a liaison to the Committee, shall be to:
1. Attend regularly scheduled Committee meetings;
 2. Communicate back to the City Council regarding civic events updates; and
 3. Align Committee priorities with City Council goal.
- C. The Committee may call upon other City staff and the City Council for reasonable support and resources as needed.

Section 2.56.050 Membership Tenure

The term of appointment to the Committee is either two years, three years, or four years for initial terms and four years for all terms after the completion of the initial term. Committee members may be reappointed but service may not exceed eight years. The Committee member terms shall be staggered so the rotation of the Committee members does not happen at the same time. Each of the four Councilmembers of the City Council shall recommend two citizen committee member for appointment to the Committee. The Mayor of the City Council shall recommend one member for appointment to the Committee. Such appointments shall be made by a majority vote of the City Council.

Section 2.56.060 Attendance

Members shall regularly attend Committee meetings. A member with three unexcused committee meeting absences within a calendar year shall have their membership reviewed and may be recommended to the City Council for removal from the Committee by a majority vote of the full Committee.

Section 2.56.070 Member Responsibilities.

As a member of the Committee, each member shall be responsible to:

1. Read and study the agenda, staff reports, and any meeting materials prepared by supporting staff or committee members, so they are fully informed about each item prior to the scheduled Committee meeting;
2. Attend Committee meetings and arrive on time. In the event of absence or tardiness, members should inform the Chair or supporting staff of such absence or tardiness;
3. Attend Committee events and perform Committee assignments related to events, goals and priorities of the Committee; and

4. Act in a courteous and respectful manner to their fellow members, supporting staff, and the public during all meetings and events.

Section 2.56.080 Vacancies

A member may resign at any time by giving written notice of such resignation to the Chair, Mayor, City Council, and supporting staff.

Section 2.56.090 Compensation and Reimbursement

Members shall be offered a stipend for meeting attendance and reimbursement for expenses as adopted by the City Council and at the City Council's sole discretion.

Section 2.56.100 Meetings.

The Committee shall meet monthly or as often as it deems necessary, but not less than quarterly.

Section 2.56.110 Notice of Meetings.

The meeting agenda shall be set by the Committee Chair, Committee members or supporting staff and is to be posted by the City Recorder in accordance with the Open and Public Meetings Act, Utah Code §§ 52-4-102 et seq. Any Committee member, including non-voting members, may place items be placed on Committee agendas for consideration by submitting written notice to the Chair and staff liaison a minimum of two (2) weeks prior to the meeting.

Section 2.56.120 Quorum and Voting.

Attendance by not less than five voting members of the Committee shall be considered a quorum for the transaction of Committee business.

Section 2.56.130 Order of Business.

Meetings shall follow the approved agenda; each meeting shall include a citizen comment period. Attendance shall be taken at each meeting, and a list of attendees shall be included in the minutes of the meeting. Excused and unexcused members shall also be listed.

Section 2.56.140 Recordings of Meetings.

Written minutes and an audio recording shall be kept of the proceedings of Committee meetings by the City Recorder or their designee. Written minutes shall be provided to the City Recorder once approved. Minutes shall be made available to the public upon request.

Section 2.56.150 Election of Chair and Vice-Chair.

The Committee shall annually elect a chair, vice-chair, and any additional officers as necessary at the first regularly scheduled meeting of each year by majority vote after taking nominations from the body.

Section 2.56.160 Officer Terms.

The Committee officers may serve successive terms at the sole discretion of the Committee when it votes as a quorum in its official capacity.

Section 2.56.170 Duties of Chair and Vice Chair

- A. The Chair shall preside at all meetings and generally perform the duties of a presiding officer. If the Chair is absent or unable to preside, the Vice Chair shall preside for that meeting. The order of business shall be as specified by the Chair and/or supporting staff.

- B. If the Chair or Vice Chair are not present, the acting chairperson shall be nominated and appointed by the Committee members in attendance. The temporarily appointed chairperson shall preside for that meeting only.

Section 2.56.180 Duties of the Committee:

- A. Create and recommend to the Council an annual budget that describes in reasonable detail the Committee’s proposed events for the upcoming fiscal year and the anticipated costs for each event.

- B. Plan, staff, and otherwise carryout events in accordance with the annual budget the City Council has approved.

- C. Create recommended long-range plans for the City’s civic events for the City Council to review and approve.

- D. In coordination with City staff, identify funding sources for Committee activities and plans including, but not limited to, grant funding, private funding, fundraising, philanthropic participation in improvements, and any other sources of funding for the purposes of the Committee’s duties and implementation of City civic events plans.

- E. The Committee shall make an annual report to the City Council during the first quarter of the calendar year. The report shall include the Committee’s goals, objectives, activities, recommendations, and any budgetary requests for the next fiscal year.

- F. Any other duties as may be assigned to it by the City Council of Kearns acting in its official capacity as the City’s Governing Body.

Section 2.56.190 City Council Action and Interaction with the Committee

- A. The City Council shall review all recommendations the Committee may issue, provided that no Committee recommendation shall be binding on the City Council or the City.

- B. The City Council may approve, reject, modify, or remand a recommendation to the Committee for further action.

- C. The City Council may direct the Committee to undertake assignments that are in addition to those duties set forth in this Chapter, including requiring the Committee Chair or their designee to provide regular updates to the City Council regarding the Committee and its activities.

Section 2.56.200 Committee Rules of Order and Procedure

- A. The Committee shall create and recommend to the City Council rules of order and procedure to govern its meetings.
- B. The City Council shall consider all rules of order and procedure that the Committee recommends, which the Council may approve, reject, amend, or return to the Committee for further development.

2.56.110 Volunteer Status—Indemnification

Committee members shall be considered volunteers of the City and not employees, officials, or officers of the City pursuant to the provisions of the Utah Governmental Immunity Act, Utah Code § 63G-7-101, et seq., in any civil action that may arise within the course and scope of the performance of their duties under this chapter.

KEARNS CITY COUNCIL

ORDINANCE NO. 2026-O-04

DATE: April 13, 2026

**AN ORDINANCE OF CITY OF KEARNS CITY COUNCIL ENACTING CHAPTER
9.97 OF THE KEARNS MUNICIPAL CODE TO ESTABLISH A COMMUNITY
CLEAN ENERGY PROGRAM**

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code Ann. §§ 54-17-901 to -909 (“**Act**”), titled the “Community Renewable Energy Act”; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214 which, collectively, renamed the Act the “**Community Clean Energy Act**” and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Utah Public Service Commission (“**Commission**”) to establish a program (“**Program**”) whereby towns, municipalities, and counties may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the town, municipality, or county (“**Community**”) in which the customer resides satisfies certain requirements, including:

(a) the Community must enter into an agreement with a qualified utility (“**Utility Agreement**”):

(i) stipulating to the payment to the qualified utility of the costs of:

(A) third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services, for assistance with activities associated with initial approval of the Program; and

(B) providing notice to the Community’s customers as provided in the Act;

(ii) determining the obligation for the payment of any termination charges under the Act that are not paid by a participating customer and not included in participating customer rates; and

(iii) identifying any initially proposed replaced asset;

(b) the Community must, within ninety (90) days after the date of the Commission’s order approving the Program, adopt a local ordinance that:

(i) establishes participation in the Program; and

(ii) is consistent with the terms of the Utility Agreement; and

(c) the Community must comply with any other terms or conditions required by the Commission; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 (“**Rules**”); and

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement (“**Governance Agreement**”) with other eligible Communities to establish a cooperative decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues; and

WHEREAS, consistent with the requirements of the Rules, Kearns entered into an agreement with other eligible Communities entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program (“**Governance Agreement**”), thereby becoming a member of the Community Renewable Energy Agency (“**Agency**”), which endeavors to make certain joint decisions about the proposed Program on behalf of Communities as set forth in the Governance Agreement; and

WHEREAS, consistent with the requirements of the Act, on November 13, 2023, Kearns executed a Utility Agreement with Rocky Mountain Power, a qualified utility under the Act, which addresses the issues required by the Act; and

WHEREAS, consistent with the requirements of the Act, on January 24, 2025, and June 4, 2025, Rocky Mountain Power filed an application with the Commission seeking approval of the Program and the Commission opened Docket No. 25-035-06 to consider the application; and

WHEREAS, consistent with the requirements of the Act, on March 4, 2026, the Commission issued an order in Docket No. 25-035-06 (“**Commission Order**”) approving the Program; and

WHEREAS, as contemplated in the Act, the Kearns City Council (“**Council**”) desires to adopt this ordinance that satisfies the requirements of the Act; and

WHEREAS, Kearns municipal government is responsible to promote the public health and safety of its residents, including access to clean air, clean water and a livable environment; and

WHEREAS, the Council finds that energy sources utilized by and within Kearns therefore can impact public health, safety and welfare; and

WHEREAS, Kearns and its residents identified environmental sustainability as a pillar through the *Kearns – Tomorrow Together Vision & Strategic Action Plan*, which included embracing renewable energy; and

WHEREAS, proximity to outdoor recreation is a key economic contributor to Kearns and one which relies on preservation of the environment and protection of natural resources; and

WHEREAS, the Council believes that determining and undertaking further actions designed to reduce fossil fuel dependence while appropriately balancing financial stewardship and promoting economic growth is an important component of safeguarding public health, safety and welfare; and

WHEREAS, the Council met in regular session on April 13th, 2026, to among other things, consider adopting the Program on behalf of Kearns’s electric customers.

NOW, THEREFORE, BE IT ORDAINED by the Kearns City Council that:

1. Adoption. Kearns Municipal Code, Chapter 9.77 Community Clean Energy Program, which is published as a code in book form, is adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the Recorder (the “**Community Clean Energy Program Ordinance**”).

2. Savings Clause. In the event one or more of the provisions of this Community Clean Energy Program Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Community Clean Energy Program Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

3. Direction to Mayor and Staff: The Mayor and staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to Municode, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors.

4. Effective Date. This Ordinance shall take effect immediately upon its posting.

ADOPTED AND APPROVED at a duly called meeting of the Kearns Council on this 13th day of April 2026.

CITY OF KEARNS

By: Jesse Valdez, Mayor

ATTEST:

Diana Baun, City Recorder

VOTING:

Mayor Valdez	voting	_____
Council Member Colby	voting	_____
Council Member Butterfield	voting	_____
Council Member Longtin	voting	_____
Council Member Schaeffer	voting	_____

(Complete as Applicable)

Date ordinance summary was published on the Utah Public Notice Website per Utah Code §10-3-711:

Effective date of ordinance: _____

**SUMMARY OF
CITY OF KEARNS
ORDINANCE NO. 2026-O-04**

On April 13, 2026, the Kearns City Council adopted Ordinance No. 2026-O-04 to enact Chapter 9.77 of the Kearns Municipal Code to establish a Community Clean Energy Program.

CITY OF KEARNS

By: Jesse Valdez, Mayor

ATTEST:

Diana Baun
City Recorder

VOTING:

Mayor Valdez	voting	_____
Council Member Colby	voting	_____
Council Member Butterfield	voting	_____
Council Member Longtin	voting	_____
Council Member Schaeffer	voting	_____

A complete copy of Ordinance No. 2026-O-04 is available in the office of the Kearns City Recorder, 860 Levoy Drive, Suite 300, Taylorsville, Utah 84123.

EXHIBIT A

CHAPTER 9.77

COMMUNITY CLEAN ENERGY PROGRAM

9.77.010 City Participation in Community Clean Energy Program

A. The City hereby establishes its participation in the Community Clean Energy Program (“Program”) as approved by the Public Service Commission of Utah (“Commission”).

B. On March 4, 2026, the Commission issued an order in Docket No. 25-035-06 (“Commission Order”) approving the Program. The Commission Order is on file with the Commission. The Program’s rates, Rules, and requirements are governed by the Commission Order, and may be modified from time to time by subsequent Rules and orders adopted by the Commission. To the extent that the Commission Order or any subsequent rule or order adopted by the Commission contradicts any portion of this Title, the Commission order or rule or order adopted by the Commission shall govern.

C. Pursuant to Utah Code § 54-17-905(5), residential customers participating in the net metering program under Utah Code Title 54, Chapter 15, Net Metering of Electricity, Rocky Mountain Power Schedule 135, are not eligible to participate in the Program. All other retail electric customers of Rocky Mountain Power within the current and future boundaries of the City, including all residential, commercial, and industrial customers, are eligible to participate in the Program (“Eligible Customer”). Eligible Customers include rooftop solar customers on Rocky Mountain Power Schedules 136 and 137, which are compensated through an export credit rather than a net metering credit.

D. The Program shall be implemented on the date that RMP sends out the first Notices identified in Section 9.77.020, below (“Program Implementation Date”). Eligible Customers shall be enrolled in the Program if they receive the Notices and decline to opt out of participation in the Program by the date set forth in the Notices. Consistent with the Act and the Rules, the Notices shall be sent to each Eligible Customer before the commencement date that applies to each such customer (“Customer Commencement Date”), as set forth in the Rules.

9.77.020 Customer Participation in Program

A. Each Eligible Customer shall be automatically enrolled in the Program unless the customer opts out of the Program prior to the Customer Commencement Date.

B. As set forth in the Act and the Rules before any Eligible Customer becomes a participant in the Program, Rocky Mountain Power first shall deliver to each Eligible Customer certain notices (collectively, the “Notices”) containing content and in the form, manner, and delivery method as required by the Act and Rules and other orders and Rules.

C. Each Eligible Customer may elect not to participate in the Program and instead to pay applicable existing electric rates by giving notice to Rocky Mountain Power in the manner and within the time period set forth in the Notices.

1. Rocky Mountain Power shall provide a First Opt-Out Notice, separate from standard monthly bills to each Eligible Customer within the City, no earlier than sixty (60) days and no later than thirty (30) days before the Customer Commencement Date applicable to each customer. The First Opt-Out Notice shall, in all material respects, use the form and content of the First Opt-Out Notice as approved by the Commission.

2. Rocky Mountain Power shall provide a Second Opt-Out Notice, separate from standard monthly bills to each Eligible Customer within the City, at least fifteen (15) days after the First Opt-Out Notice was provided and at least seven (7) days before the Customer Commencement Date applicable to such customer. The Second Opt-Out Notice shall, in all material respects, use the form and content of the Second Opt-Out Notice as approved by the Commission.

3. Each Eligible Customer that receives the First Opt-Out Notice and the Second Opt-Out Notice as described herein and declines to opt out of the Program by the customer's Customer Commencement Date will be enrolled in the Program.

D. An Eligible Customer located within the City that is not enrolled in the Program may at any time elect to participate in the Program by providing notice to Rocky Mountain Power in the form and content approved by the Commission. Following such notice to opt in to the Program, the customer will be enrolled in the Program starting with the billing period following the notice in which it is reasonably practicable for Rocky Mountain Power to enroll such customer. The reasonably practicable billing period shall be based on when the notice was received from the customer and the customer's billing cycle. Following enrollment in the Program, the customer shall be subject to all Program requirements.

E. Customers enrolled in the Program may exit the Program by giving notice to Rocky Mountain Power.

9.77.030 Termination Fees

A. If a customer declines to opt out of the Program prior to the applicable Customer Commencement Date, but subsequently exits the Program, the exiting customer may be required to pay a termination fee, as set forth in this Section.

B. When applicable, the amount of the termination fee shall be based on the rate schedule of the exiting customer as approved by the Commission and may be modified from time to time by subsequent orders of the Commission.

C. A Termination Fee shall not apply in the following circumstances:

1. Any customer that opts out of the Program within the “Cancellation Period” applicable to that customer, as defined in the Rules.
2. Any customer that ceases to be an electric customer of Rocky Mountain Power;
3. Any customer that moves to a new location that is not within the boundaries of a community that participates in the Program;
4. Any customer that seeks protection through bankruptcy proceedings; or
5. Any customer enrolled in Schedule 3 bill assistance (“Low-Income Lifeline Program”).

9.77.040 Acquisition of Clean Energy Resources

- A. For purposes of this section, “clean energy resource” shall have the definition set forth in the Act.
- B. Rocky Mountain Power may adopt or procure one or more clean energy resources to serve the needs and goals of the Program. The acquisition of any such clean energy resource must follow solicitation application and evaluation criteria approved by the Commission.
- C. Any clean energy resource adopted or procured by Rocky Mountain Power to serve the needs and goals of the Program must be approved by the Commission based on a finding the same is reasonable and in the public interest.
- D. The Commission shall determine the method of cost recovery for any clean energy resource acquired to meet Program needs and goals, and the Commission’s determination regarding cost recovery may affect Program rates.

9.77.050 Program Rates and Rate Adjustment Filings

- A. Program rates will be determined by the Commission.
- B. The initial Program rates were determined by the Commission in the Commission Order.
- C. Program rates may be adjusted by the Commission from time to time, consistent with the procedures approved by the Commission for adjusting Program rates.

9.77.060 Utility Billing for Participating Customers

- A. Rocky Mountain Power shall bill each Participating Customer on a monthly basis and shall:
 1. Include information in its monthly bills to participating customers identifying the Program cost; and

2. Provide notice to participating customers of any change in rates for participation in the Program.

9.77.070 City Participation in Program

A. Through its membership in the Community Renewable Energy Agency, the City participated in the design and approval of the Program and shall participate in future decisions regarding clean energy resource solicitation, clean energy resource acquisition, and certain other Program issues.

B. Consistent with Utah Code § 54-17-903(2)(a), the City entered into an agreement with Rocky Mountain Power (“RMP”) regarding the facilitation of the Program (“Utility Agreement”). Pursuant to the Utility Agreement, the City:

1. Shall pay for the costs of third-party expertise contracted for in connection with the Program’s development and initial approval by the Commission;
2. Shall pay its proportional costs associated with RMP providing the Notices to the City’s customers as discussed in 19.77.020, above;
3. Termination charges not paid by a participating customer shall be included in participating customer rates and shall not be paid by the City; and
4. There shall be no initially proposed “Replaced Asset” as that term is defined by Utah Code § 54-17-902(15).

C. The City has already approved the appropriation of funds and has already paid those funds to the Agency for the Agency to make payments for the costs of third-party expertise contracted for in connection with the Program’s development and initial approval by the Commission pursuant to the Governance Agreement.

D. The City has approved the appropriation of funds to pay its proportional costs associated with RMP providing the Notices to the City’s customers as discussed in Section 19.97.020, above.

E. The City shall not be obligated to pay any costs of the Program other than those costs set forth herein and any costs that the City may bear as a utility customer that participates in the Program, if applicable.



4956 West 6200 South P.O. Box 527 Kearns, Utah 84118

EMPLOYMENT OPPORTUNITY

Issued [insert date]

POSITION: The City of Kearns is seeking an agile, high-impact strategic **City Administrator** to serve as the primary architect of the City's operational and administrative success and the lead voice for its community narrative. The City Administrator will be the City's first official employee.

SALARY: \$95,000 - \$140,000.

BENEFITS: ?

LOCATION: This is a hybrid/work-from-home position that will require frequent in-person meetings within Kearns and along the Wasatch Front.

CLOSING DATE AND APPLICATION INSTRUCTIONS. To apply, please email a cover letter and resume to [insert email address] by **5:00 p.m. (Mountain)** on [insert date].

ABOUT KEARNS: Kearns is a new urban municipality that operates under a five-member form of municipal government, with a voting Mayor and four City Council members. Located in the heart of Salt Lake County, Kearns has a diverse, multi-cultural population of 38,000 people living in approximately 4.63 square miles, making it one of Utah's most densely populated cities.

Kearns is also the home of the Utah Olympic Oval, which has the "Fastest Ice on Earth" and was the speed skating venue for the 2022 Olympic Winter Games. As a result, Kearns is a training hub for local, national, and international athletes, and hosts various world cup and championship speed skating events each year. Kearns will again be an Olympic venue site during the **2034 Utah Olympic Winter Games**, and the City is actively engaged in various related economic development, real estate acquisition, and other projects.

Kearns is unique because it does not have a traditional staff. Instead, it receives its municipal services through various special districts, interlocal entities, and other contracted service providers. These include the Greater Salt Lake Municipal Services District (MSD), which provides administrative staff, planning and development, code enforcement, business licensing, engineering, accounting, and other services. Because Kearns does not have the typical human resources and other related administrative responsibilities inherent in most municipalities. The City Administrator will be the City's first employee.

JOB DESCRIPTION: The City Administrator will serve as Kearns' chief administrative officer. Operating under a "lean" administrative model, this is not a traditional "desk job" managing a large internal bureaucracy. As a result, this is a high-level **strategic liaison** role that will require you to act as the relentless "watchdog" for Kearns' interests and to oversee the services it receives from its services providers to ensure that every tax dollar translates into high-quality infrastructure and services.

Key responsibilities will include:

- **Integrated Contract Advocacy:** Serving as the "Single Point of Truth" for the Council by overseeing and auditing the services Kearns receives from its service providers. You will not only manage a contract; you will ensure the work (potholes, streetlights, code enforcement) is visible, verified, and valued by the taxpayers.
-
- **Strategic Narrative & PIO:** Managing the city's brand and public presence. This role treats communication as a core utility—ensuring residents, media partners, and regional stakeholders are consistently engaged through a professional digital presence and transparent reporting.
- **Grant & Olympic Architecture:** Proactively identifying and securing the state and federal funding necessary to prepare Kearns for the 2034 Olympic Winter Games.
- **Policy Velocity:** Moving Council resolutions from "vote" to "action" with urgency. You are the high-level troubleshooter who clears the path for progress, coordinating between legal, regional partners, and the public.
- **General Administration:**
 - Providing assistance and support to the Mayor and City Council.
 - Preparing and posting agendas in coordination with the Mayor and Recorder.
 - Working with the Mayor, City Council, and City Attorney to develop and implement City ordinances and resolutions.
 - Serving as the liaison between the City and multiple service providers.
 - Monitoring, analyzing, and evaluating legislation and other intergovernmental activities affecting the City; prepare and/or coordinate appropriate responses to legislation impacting City operations and the community.
 - Serving as a project manager for a variety of special projects; facilitating project activities and resolve problems; developing and submitting project reports to the Mayor and City Council.
 - Managing Kearns City's social media campaign, including the City's website.
 - Conceptualizing, developing, and managing the City's public relations programs.
 - Attending key leader engagements; participate in and manage multiple councils' meetings, e.g. Kearns City Council and MSD meetings.
 - Establishing and maintaining the City's staff and community performance management goals and programs.
 - Assisting MSD departments in detailed research and analysis.



- Serving as a staff liaison for a variety of boards and commissions.
- Emergency Operations and Continuity Operations, development, planning, and liaising.
- Helping with the development and application of grants that support the City's needs.
- Coordinating the preparation of reports to the Mayor and City Council, including recommendations concerning various municipal problems and their solutions through appropriate policy development. Assists in monitoring and development of the city-wide budget.
- Preparing for and gives oral presentations to the City Council, MSD staff, other service providers, and the public.
- Reviewing policies and procedures established by the departments of the MSD to ascertain their interface with policy development of the Mayor. Recommending changes in City departmental policies where appropriate.
- Helping develop policies and procedures designed to facilitate the effective and efficient conduct of governmental business.
- Oversee City staff, if additional staff are hired.

MINIMUM QUALIFICATIONS

Education:

- Bachelor's degree in public administration, political science, business administration or related field required or similar work experience.
- Master of Public Administration (MPA), Master of Science in Management and Leadership (MSML), Juris Doctor (JD), or related field preferred; additional work experience may be substituted for education.

Experience:

- 7–12+ years of progressive municipal, public sector, and leadership experience.
- We are seeking a professional with the "backbone" to hold regional partners accountable and the sophisticated communication skills to lead an Olympic venue host city. As a result, prior experience with large sporting events, economic redevelopment, and new municipalities is highly preferred.

General Knowledge and Skillset:

- Knowledge of project management principles.
 - Knowledge of municipal budgeting.
 - Knowledge of City and departmental policies and procedures.
 - Knowledge of general supervisory and managerial principles and practices.
 - Knowledge of public relations, communications, marketing, and basic graphic design skills.
 - Knowledge of the legislative process at the federal, state, and municipal level.
- Skills/Abilities:
- Skill in communicating effectively, both orally and in writing.
 - Skill in computer programs, including Microsoft Office Suite.

- Basic skills with public relations, communications, and marketing platforms such as, Constant Contact, Canva, Adobe Creative Cloud, Google Workspace, Zoom, Teams, etc.
- Ability to problem solve and prioritize competing interests.
- Ability to manage multiple projects/tasks simultaneously.
- Ability to perform complex skills, including statistics, research data analysis, finance, and interpret charts and graphs.
- Contract auditing, grant writing, crisis communications, and inter-agency diplomacy.
- This position may require use of personal vehicles on City business. Individuals must be physically capable of operating the vehicles safely, possess a valid Utah driver's license, and have a good driving record.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- This position requires work in a wide variation of conditions, from a typical office setting to field work. Must be able to attend evening meetings and some weekend events.
- This position is subject to intermittent exposure to high stress situations caused by human behavior.
- While performing the duties of this job, the employee is frequently required to sit, walk, move, talk and hear/listen.
- The employee is required to use hands to finger, handle, feel objects, tools, or controls; and reach with hands and arms.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus unless otherwise required by management.

WHY APPLY: As the city's primary envoy to the **2034 Olympic Committee** and its chief communicator, you will be the face of Kearns—translating complex policy into clear community updates, securing critical state and federal grants, and ensuring our neighborhoods are "Olympic-ready." We are looking for a **"doer"** with the diplomatic sophistication to navigate state-level politics and the technical grit to audit a maintenance portal. If you are a leader with a talent for strategic communication and a passion for building a lasting municipal legacy, Kearns City is your stage.

Work Environment & Flexibility: While Kearns will be your focus, the City prioritizes **impact over presence**. This role is designed for a modern professional who can manage high-level strategy from anywhere along the Wasatch Front, provided they are ready to engage when the "real world" calls.

- Remote-First Flexibility: You do not need to reside in Kearns. Many of the administrative, strategic, and communication tasks can be performed remotely.
- The "Kearns & MSD" Touchpoints: While there is no daily "clock-in" at a desk, you will utilize the Kearns office, the MSD, and other service providers for high-stakes face-to-face

meetings, directing operational staff, or coordinating with regional partners and the Council when digital collaboration isn't enough.

- Field Work & Oversight: Physical presence is required for essential field work to audit City projects and ensure that MSD service levels (potholes, streetlights, code enforcement) meet the "Olympic-ready" standard.

The Kearns Opportunity: A Once-in-a-Career Legacy: Most municipal roles are about maintaining the status quo. In Kearns, you will be expected to set the stage. As a primary host community for the 2034 Winter Olympics, Kearns is entering a transformative decade. This position offers a unique "front-row seat" to international sports diplomacy and state-level infrastructure planning.

- The Olympic Legacy: You won't just be managing a city; you will be ensuring that the 2034 Games leave a permanent, positive fingerprint on our neighborhoods.
- The "Hybrid" Authority: Unlike traditional roles where you are siloed behind a desk, this position is designed for a high-visibility leader. You have the rare autonomy to craft the City's brand from the ground up.
- Impact Without the Red Tape: Because we operate on a "lean" model, you aren't burdened by layers of internal bureaucracy. You have the direct line to the Council and the agility to see your strategies move from a memo to the "real world" in record time.

DISCLAIMER

The Kearns is an equal opportunity employer without regard to race, religion, sex, pregnancy, genetic information, age, national origin, color, sexual orientation, gender identity, citizenship, disability, veteran or military status, or any other factor protected by the law. Reasonable accommodations may be made for otherwise qualified individuals who require and request such accommodation.

The intent of this job description is to provide a representative summary of the major responsibilities and duties performed on the job. It is not an exhaustive list of all job-related duties and responsibilities that an employee may perform. An employee in this position will be required to perform any other job-related duties required by their supervisor. This job description is not intended to and does not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. The City reserves the right to add or change duties at any time.



UTAH
RENEWABLE
COMMUNITIES

100% Committed to Clean Energy

Information briefing: Community Clean Energy Program approval

Discussion and consideration of Ordinance [name/number] Enacting the Community Clean Energy Program

[Date] [Presenter(s)]

Outline



- Refresher: what is the Community Clean Energy Program?
- PSC order approving the program and program rates
- Anticipated timeline
- Program ordinance
 - Ordinance details: what does it do?
 - Discussion and consideration of ordinance

The 19 communities involved in this effort adopted “Utah Renewable Communities” (URC) as an informal name for this work. It should be noted that the formal name of the program is the Community Clean Energy Program.

The two terms will be used interchangeably in this presentation.

About the URC program

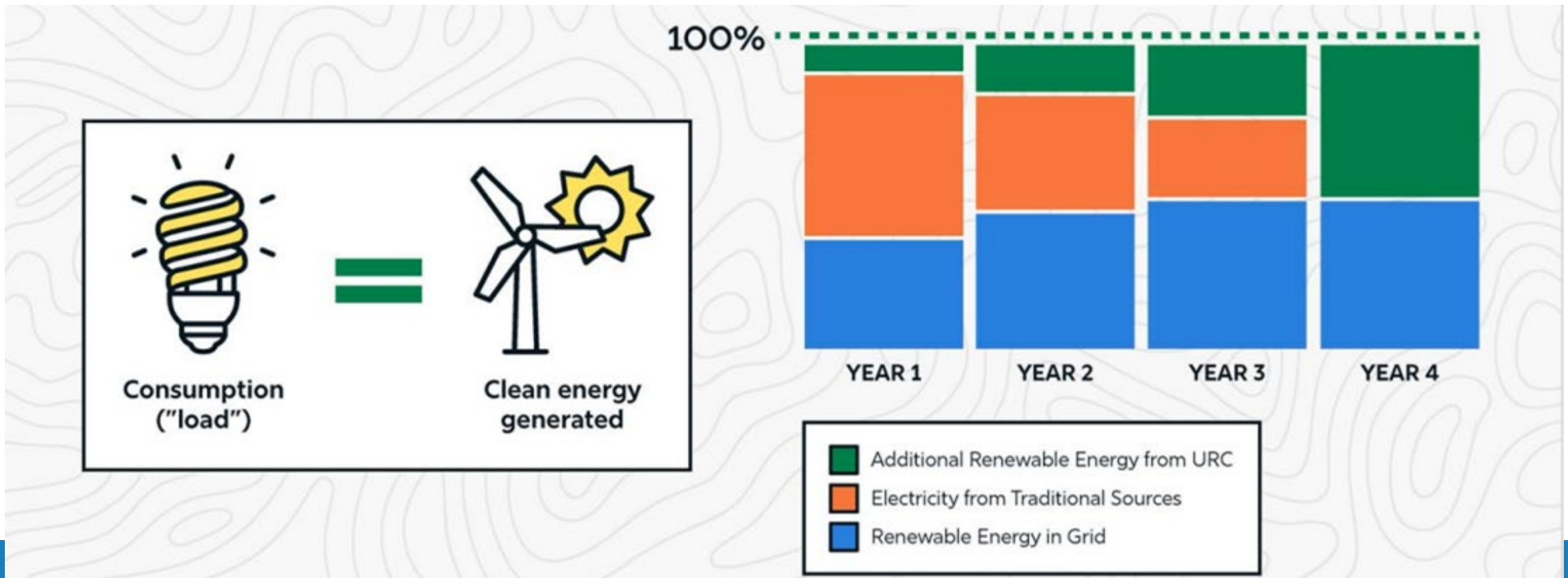


- The Community Clean Energy Program is a brand new program giving Utahns the ability to choose clean, reliable, affordable clean energy through Rocky Mountain Power (RMP)
- The Community Clean Energy Program was designed through a partnership between RMP and the Community Renewable Energy Agency (aka the URC, of which we are a member), and in March 2026, the program was approved by the Utah Public Service Commission (PSC)
- If we adopt the program, all eligible RMP customers in our community will have a new option for choosing clean energy through their power bill
- By investing in clean energy, URC will help meet Utah's growing energy needs while keeping power reliable and air cleaner for generations

Driving clean energy development

Goals

- Drive the development of clean energy while keeping the program affordable and accessible
- Build enough program resources to match the amount of electricity used annually by participants



Renewable options comparison

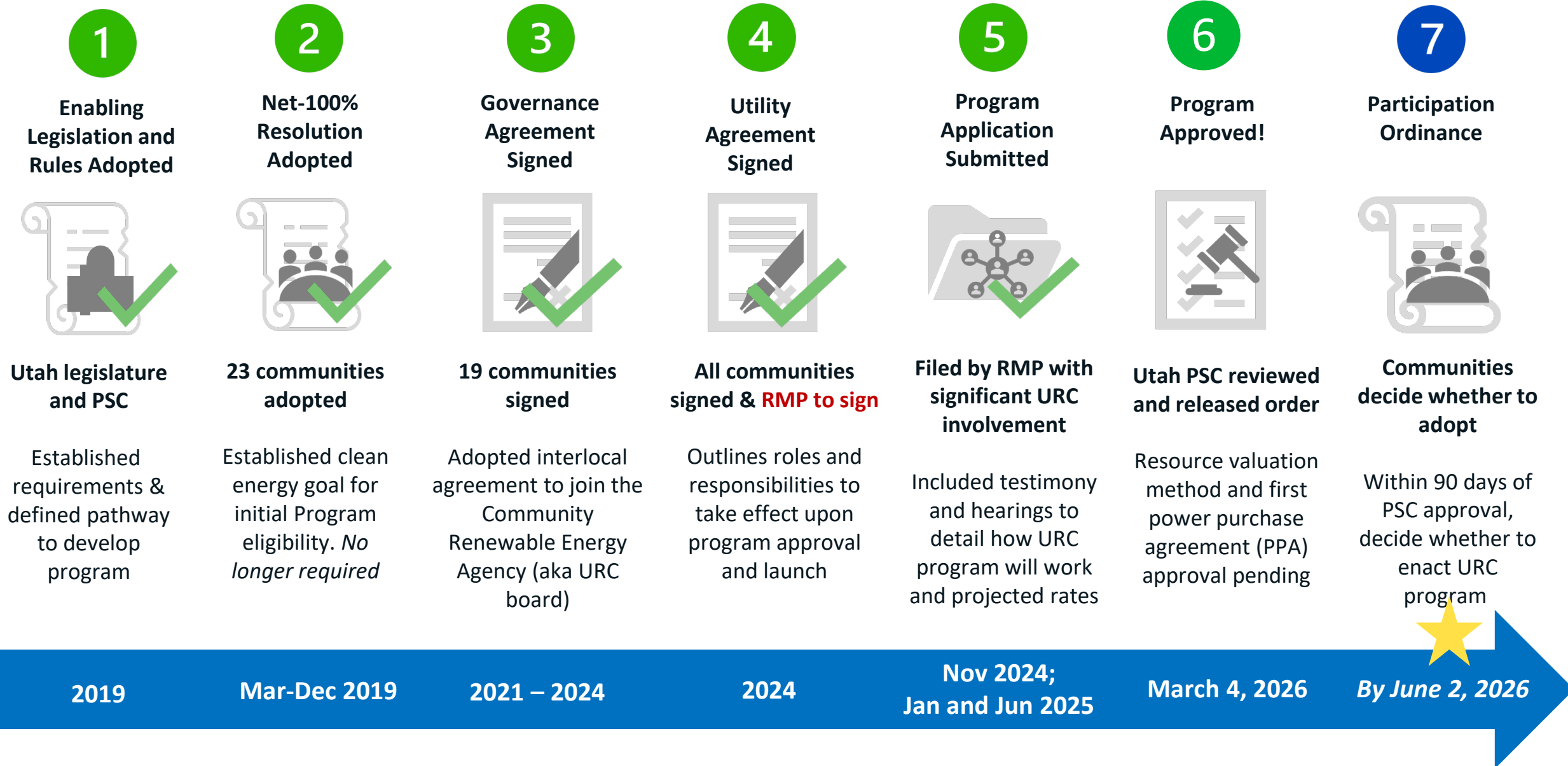


The Community Clean Energy Program developed by URC and RMP offers a unique option for customers who want to access clean energy:

- Blue Sky allows participants to voluntarily contribute \$1.95 per 100 kWh “block” or 1.95 cents per kWh to support renewable energy by:
 - Supporting grants to help organizations offset the cost of rooftop solar and
 - Fund the purchase of renewable energy certificates (RECs) nationwide
- Subscriber Solar offers shares in an existing 20 MW solar farm in Southern Utah. Participation is capped and RMP has not indicated they plan to build more projects for this program
- Customers with the resources that own their home or business can install rooftop solar. Doing so supports renewable energy growth and directly lowers monthly bills by producing at least a portion of the electricity used by the home or business

By supporting the development of **large-scale, new, and regionally based** clean energy projects, the Community Clean Energy Program can create impact that is unique to other clean energy options.

Program development process



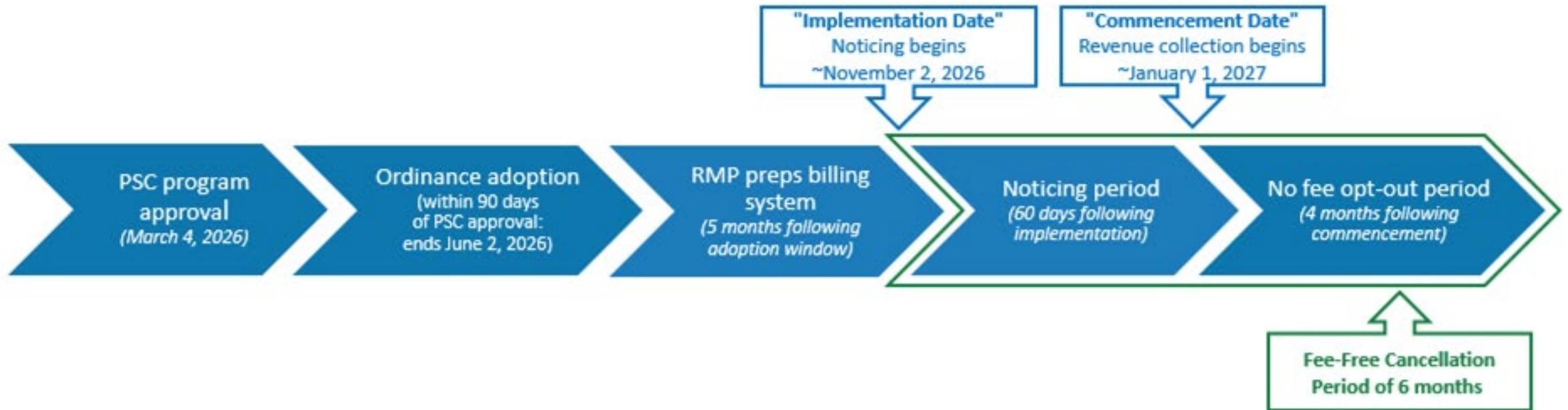
PSC order



- On March 4th, the PSC [issued an order](#) approving the Community Clean Energy Program
- The order addressed key details like the initial program rate and customer opt out details, while leaving more complex issues for a follow up ruling
- What does this mean?
 - The order allows the URC program to move forward!
 - **The 90-day clock for communities to consider the ordinance has begun (until June 2)**
 - While the program is readied for launch, the URC board and support staff and RMP will continue collaborating with the other Parties* in the docket to propose solutions to remaining issues to the PSC
 - At the same time, URC and RMP will conduct negotiations with clean energy developers towards executing a contract for the first URC program resources

*Other Parties includes: Division of Public Utilities, Office of Consumer Services, Sierra Club, and Western Resource Advocates

Anticipated timeline



“Implementation” = when customer noticing begins. *Currently estimated in late 2026*

“Commencement” = when rate collection begins. *Currently estimated in early 2027*

Initial program rate: residential flat fee



**Eligible residential customers:
\$4 per month**

\$3.88 monthly program participation fee +
\$0.12 monthly surcharge for low income program
= \$4.00 per month

**Qualifying low income residential
customers: \$0 per month**

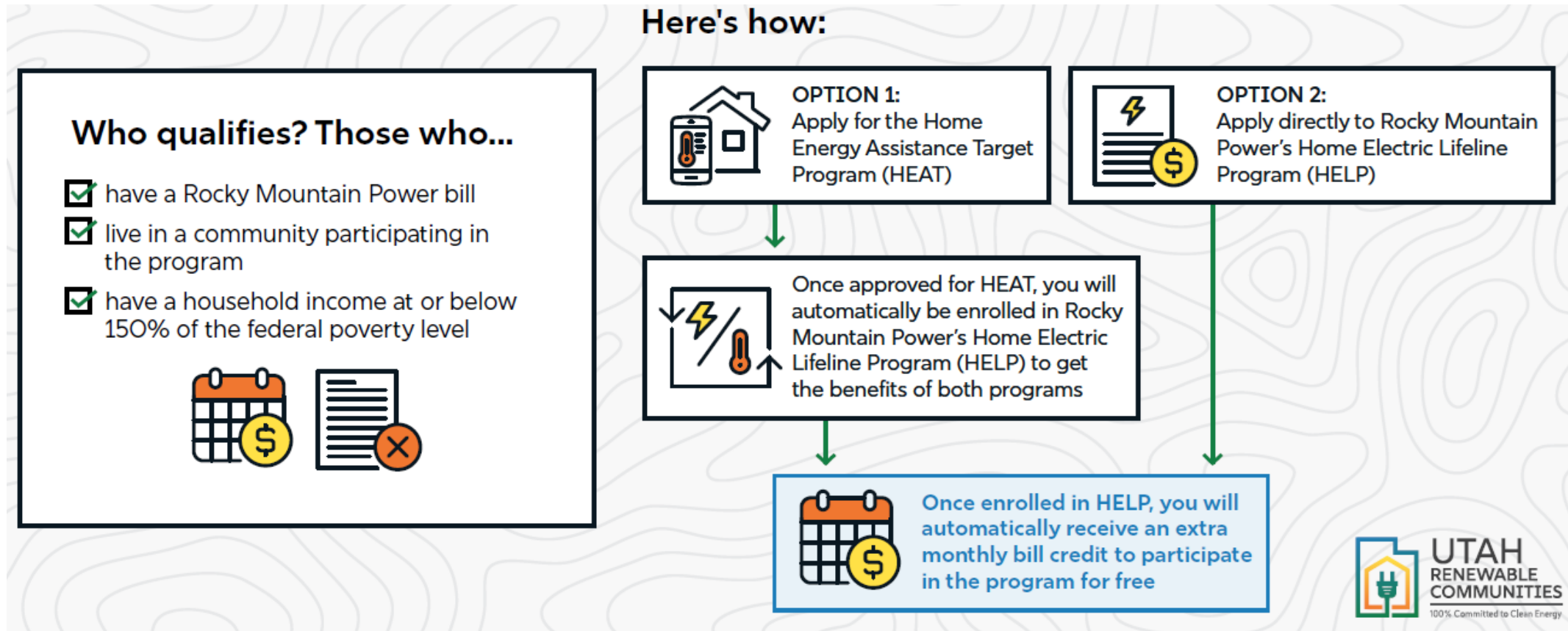
\$3.88 monthly program participation fee -
\$3.88 monthly enhanced bill credit
= \$0.00 per month



Eligibility

All residential customers in participating communities are eligible to participate *except those on Schedule 135*. Residential customers in participating communities with rooftop solar on Schedule 136 or 137 are eligible to participate.

How do customers qualify for the low income offerings?



- Qualified low income customers can:
- Participate for free
 - Opt out any time with no termination fee

Initial program rate: non-residential volumetric rate



Non-residential customers: **\$0.00609 per kWh** used per month + **\$0.12 monthly surcharge** for low income program per month.

The total monthly cost depends on the amount of electricity used.

Example scenario: a medium office building used 6,880 kWh in May
Without the program, their total RMP bill is \$847.39 for the month
With the program, the bill is an additional \$42.02 for a total of \$889.41, a ~5% increase



Eligibility

All non-residential customers in participating communities are eligible to participate *except those with rooftop solar on Schedule 135*. Non-residential customers in participating communities with rooftop solar on Schedule 136 or 137 are eligible to participate.

Program rates: long term

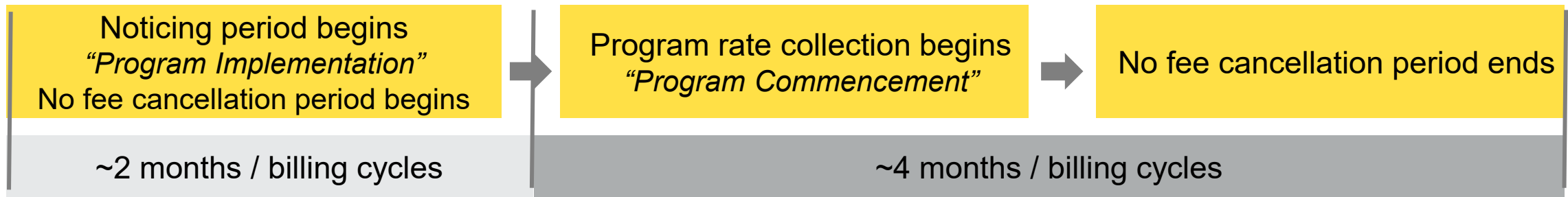
- Like all utility rates, the rates for the Community Clean Energy Program will be periodically adjusted and communicated accordingly
- Adjustments will occur no more than annually per the statute
- The [PSC order](#) says the following:

"While future Program rates may diverge from those under RMP's proposal contingent on later determinations regarding Resource Valuation and changes to other underlying variables, **no evidence in the record suggests that Program rates are likely to meaningfully increase from the initial rates approved in this order. Instead, under RMP's proposal, they would decrease rather significantly after the first two years.** At the Program's inception, customers will be deciding whether to opt-out with reference to rates that are likely to be higher than rates charged later, after the reserve balances are sufficiently established."

Customer opt out

Program-eligible customers can opt out at any time

There is no termination fee if a customer opts out within the six month “cancellation period”



- Customers can opt out at any time
 - If during the cancellation period, there is no fee to exit
 - After the cancellation period, a \$30 termination fee for residential customers
 - The termination fee varies depending on rate Schedule for non-residential customers
- Customers moving into or annexed into a participating community will be provided with a similar noticing and cancellation period, and can also exist the program any time

Ordinance [name/number] requirement



- Per Community Clean Energy Act and Utah Code § 54-17-903(3) governing the program: **“an eligible community identified in the application must pass an ordinance...in order to become a participating community”** and **“the local ordinance...shall be adopted by the municipality or county within 90 days after the date of the commission order approving the community clean energy program”**
- Therefore, we and the other 18 URC members have until June 2nd to adopt the ordinance if we want to enact the approved program within our boundaries

About ordinance [name/number]



- URC and RMP were required to include a draft of the ordinance in the Program Application filed with the PSC in 2025
 - URC's outside attorney, Phil Russell, drafted the ordinance in 2022 with input from several URC board members and their municipal attorneys on the URC Program Design Committee. The board adopted this as the draft model ordinance through Resolution 23-01 in January 2023
 - Ahead of the Program Application being filed, the board adopted an updated model resolution in January 2025 through Resolution 2025-02. The updates reflected changes to Utah code made during the 2024 legislative session and other minor changes
- Following the PSC order on March 4th, the ordinance was updated one more time to reflect the order, and was then distributed to all 19 communities to finalize

Ordinance preamble



The preamble lays out the history and context for the development of the Community Clean Energy Program, and the steps our community took to be eligible to enact the program:

- 2019 passage of HB 411 Community Renewable Energy Act, later changed to the Community “Clean” Energy Act, creation of rules adopted by the PSC
- Requirement that interested communities had to come together under a governance agreement to enable cooperative decision-making among communities and with RMP
- The requirement that interested communities sign a Utility Agreement with the utility and then adopt an ordinance following adoption of the program by the PSC
- Optional details about our community’s health, safety, welfare, environmental stewardship, and other motivations to participate in the program

Ordinance details



- The ordinance adopts the Community Clean Energy Program
 - Put another way: by vote of [our Council / Commission], our community is opted in, then all eligible RMP customers in our community have the choice whether to stay in the program or opt out
- Details covered in Exhibit A to the ordinance:
 - All customers except those on Schedule 135 are eligible
 - Program implementation begins the day that RMP sends the first notices. RMP must provide two notices to each customer, each separate from the monthly bill
 - Customers are automatically enrolled and can opt out anytime by providing notice to RMP
 - There are circumstances in which a customer does not pay a termination fee for opting out: during the “cancellation period”, ceasing to be a RMP customer or moving out of a participating community, undergoing bankruptcy proceedings, or being enrolled in Schedule 3 bill assistance
 - Clean energy resources can be acquired by RMP for the program
 - The PSC determines the program rate and can approve adjustments to the rates
 - RMP is responsible for billing customers and notifying them of changes to the program rate

Ordinance details (continued)



Communities that adopt the program are responsible for:

- Entering into a utility agreement (we have already signed the utility agreement)
- Reimbursing RMP for the cost of providing two notices to all customers
- Contributing funds to pay for third-party consultants used by the Office of Consumer Services and Division of Public Utilities to evaluate the program (we completed this when we signed the governance agreement and contributed funds to the Agency's budget)
- No other costs associated with the program, including termination fees not paid by a customer within our boundaries

The ordinance does not spell out every detail regarding how the URC program works, instead, it refers to the PSC order, administrative rules, and legislative act (HB 411) for specific details

Policy analysis/recommendation



- As part of RMP's service territory, our community's options for supporting clean energy through the utility are limited. The Community Clean Energy Program has been designed to provide a new choice for all homes and businesses to choose clean energy through RMP by supporting clean energy development at scale
- The Act and Rules created a pathway for communities to come together and with RMP apply to the PSC to launch this new program. It has been a careful and intentional process
- The Community Clean Energy Program is our community's best choice for making clean energy available to the entire community. If we do not adopt the ordinance, the choice to participate in the Community Clean Energy Program goes away
- Working to support clean energy aligns with our community's mission of promoting the health, safety, and welfare of the community

Summary and next steps



Key takeaways & requested action

- The Community Clean Energy Program, should we choose to enact it, will provide a new opportunity for all eligible homes and businesses within our community to choose clean energy through their RMP bill
- The Program was recently approved by the Utah Public Service Commission which starts a 90-day clock for us to decide whether to enact the approved program by adopting an ordinance
- Ordinance [name/number] is available for [our council/commission] to discuss and consider adopting
 - If we adopt the ordinance, we will officially bring the Community Clean Energy Program to our community and we will continue to be part of the URC board, collaborating with RMP to launch and operate the program
 - If we do not adopt the ordinance, the Community Clean Energy Program will not be an option for our community and we will no longer be part of the URC board



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Name and Contact Information:

Subject:

- Informational briefing regarding Community Clean Energy Program March 4, 2026 “Order Approving Program with Modifications” from the Utah Public Service Commission
- Public hearing / public input regarding Ordinance Enacting the Community Clean Energy Program (aka Utah Renewable Communities)
- Discussion and consideration of Ordinance enacting Community Clean Energy Program (aka Utah Renewable Communities)

Date:

Presenter(s):

Document Type:

Recommendation/Requested Action: [Provide staff with questions, hold public input session, consider a vote to approve the ordinance]

Summary of Key Points

- The Utah Public Service Commission (PSC) approved the Community Clean Energy Program program on March 4, 2026.
- Our community has been engaged in the effort to build the Community Clean Energy Program since [year]. This effort is informally referred to as the Utah Renewable Communities (URC).
- Following the recent PSC approval, all 19 communities involved have one final decision to determine whether to enact the final program within our respective boundaries by adopting the program ordinance. The ordinance adoption process runs 90 days from the PSC order through June 2, 2026.
- The Community Clean Energy Program, should our community choose to enact it, will provide a new opportunity for nearly all homes and businesses within our community to choose clean energy through their Rocky Mountain Power (RMP) bill. A new line item will be added to customer RMP bills to support the investment in clean energy, with the option to exit at any time.

- The program is several months from kicking off. It is estimated that customers won't receive notices alerting them that the program is about to start until the end of 2026. Then, the new URC clean energy line item on their bill would start in early 2027 (estimated).
- The initial residential rate set by the PSC is \$4 per month and income-eligible customers can receive a bill credit, enabling them to participate for free
- The program supports the addition of new, utility-scale clean energy development to the RMP grid, and is distinct from other clean energy offerings.
- Ordinance [name/number] is available for our [council/commission] to discuss and consider adopting.
 - If we adopt the ordinance, it will officially bring the Community Clean Energy Program to our community and we will continue to be part of the URC Agency, collaborating with RMP to launch and operate the program.
 - If we do not adopt the ordinance, the Community Clean Energy Program will not be an option for our community and we will no longer be part of the URC Agency.

Background

Legislative background

During the 2019 General Session, the Utah State Legislature passed the Utah Community Renewable Energy Act (Act)¹, Utah State Code §54-17-901 to §54-17-909² (later renamed the "Community Clean Energy Act" in 2024³), creating a pathway for communities to work together to establish a new clean energy program in partnership with Rocky Mountain Power (RMP), a subsidiary of PacifiCorp, for residents and businesses in participating communities. Rules Governing the Community Clean Energy Program (Rules), Utah Administrative Code R746-314⁴, were also adopted in 2019 by the Utah Public Service Commission (PSC) to implement the Act. The Act and associated Rules outlined a process whereby interested communities could work with RMP to develop a Program Application that the utility could file with the PSC on behalf of those communities. This effort and program is more frequently called the Utah Renewable Communities (URC). During the 2026 legislative session, additional amendments were adopted by the State legislature to this section of code⁵ regarding additional customer noticing and opt out features.

¹ See <https://le.utah.gov/~2019/bills/static/HB0411.html>

² State Code §54-17-901 to §54-17-901: https://le.utah.gov/xcode/Title54/Chapter17/54-17-S901.html?v=C54-17-S901_2024050120240501

³ See <https://le.utah.gov/~2024/bills/static/HB0241.html>

⁴ Utah Administrative Code R746-314: <https://adminrules.utah.gov/public/rule/R746-314/Current%20Rules>

⁵ See <https://le.utah.gov/~2026/bills/static/HB0238.html>

These changes are not anticipated to have a significant impact on the Program and are pending the Governor's signature.

Throughout this document, "Community Clean Energy Program" and "URC" will be used interchangeably, but it is important to note that the program is formally called the Community Clean Energy Program in statute and by the PSC.

Community involvement

To pursue this opportunity, and as contemplated by the original version of the Act, 23 Utah communities established clean energy goals, taking the first step towards participating in the effort to jointly design a program in partnership with RMP. Eighteen of the original 23 interested communities continued participating by adopting the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program, creating the Community Renewable Energy Agency (Agency), known informally as URC. Following a change to the enabling legislation in 2024⁶ which removed the requirement that a community establish a clean energy goal in order to be eligible to participate, one additional community, Midvale City, joined the Agency in 2024, bringing the number of participating communities to 19.

Three subcommittees were formed by the board in 2021 to advance program development: the Program Design, Low-Income Plan, and Communications Committees. Board members and support staff from URC communities appointed to and supporting these committees have worked diligently and thoughtfully since 2021 to design the program, with the Program Design Committee working closely with the Agency's legal and technical consultants and directly with RMP to negotiate the program. In addition, board officers serving in the roles of Chair, Vice-Chair, Treasurer, and Secretary have been appointed by the board over the years to assist in managing the Agency's finances, planning and running meetings, documenting the Agency's activities, and organizing the appointed board members from each of the 19 member communities.

What is the goal of URC and how would this work?

The goal of the program is to drive the development of clean energy while keeping the program affordable and accessible for customers and to build enough program resources to match the amount of electricity used annually by program participants. While no longer required for communities to have joined the Agency, the URC board still aims to push for making net-100% clean electricity available to homes and businesses in participating communities by 2030, however, this target may be adjusted over time.

⁶ See <https://le.utah.gov/Session/2024/bills/static/SB0214.html>

The clean energy counting towards the Community Clean Energy Program is proposed to come from both *existing* clean energy on the grid plus *new* clean energy projects specifically built to serve program eligible customers. These resources are and will be part of the PacifiCorp grid. PacifiCorp is RMP's parent company whose grid serves six states⁷, including Utah. The URC program has been developed and will be implemented in collaboration with RMP, and all URC participants will remain RMP customers. RMP will continue to be required to provide reliable power to all customers, regardless of a customer's URC participation status. Additional details about how the program will work are provided later in this document and are further defined through the Act, Rules, Program Application, and March 4th (and possibly future) PSC Orders.

Why create a new clean energy option?

Participating Communities, as defined under the Act, are served by RMP – i.e., they do not have their own municipal utilities – and their options for procuring clean energy resources are, therefore, limited. The URC program offers homes and businesses in our community a new option for supporting clean energy. Furthermore, the program creates a unique opportunity to drive investment in new clean energy *at scale*, since collectively URC members represent about 25% of RMP's electricity sales in Utah⁸, and in total, RMP serves about 80% of the electric load in Utah.

There are a variety of other reasons for communities to be involved in driving more clean energy development in Utah, including economic development, particularly for rural communities, promoting energy sources that do not create air pollution, and more. Utah is facing a worrisome energy shortage, as our energy supply is projected to decrease while demand continues to rise, according to Governor Cox's Operation Gigawatt⁹. URC is part of the solution: the program will add hundreds of megawatts of new clean energy to the RMP grid to support our communities' clean energy goals and the region's growing energy needs. By adding new clean energy to our electricity mix, URC is part of the solution of creating a more reliable energy supply for Utah.

The electricity used to power our homes and businesses comes from a collection of power plants connected to our grid. This includes electricity generated by natural gas, coal, wind, solar, hydropower, and more. Throughout the day, power plants are dispatched to generate enough

⁷ In February 2025, PacifiCorp announced their plans to exit Washington, which will reduce the number of states they operate in to five in the coming years: <https://www.pacificorp.com/about/newsroom/news-releases/pacificorp-to-sell-washington-service-area-to-pge.html>

⁸ This estimate is based on the 19 currently participating communities. It is possible that not all 19 communities enact the final program by passing the ordinance

⁹ Information on Operation Gigawatt: <https://energy.utah.gov/homepage/about-us/operation-gigawatt/>

electricity to meet the demand. Wind and solar power plants have no fuel costs, so they are often dispatched before coal and gas plants which do have fuel costs. When coal and natural gas plants generate electricity, greenhouse gases and air pollutants are emitted into the atmosphere as a byproduct. By adding more clean energy to the grid, the URC program may reduce how often fossil fuel plants need to run, avoiding pollution that would otherwise have been created.

In addition to the environmental and health benefits, the URC program supports economic growth by bringing new energy development to areas of the state that are hotspots for solar, wind, or other clean energy development. New clean energy projects create construction and operational jobs; can provide resources to public schools via the Trust Lands Administration if projects are sited on certain state land; support private landowners if sited privately; and add to local counties' tax base. These benefits were captured in a recent study by The Western Way¹⁰.

Program comparison

Homes, businesses, and local governments served by RMP have a few different ways to access clean energy. The URC program is distinct from existing offerings:

- The Blue Sky program has been around for nearly 26 years and allows participants to voluntarily contribute at \$1.95 per 100 kWh “block” or 1.95 cents per kWh to support renewable energy. Blue Sky is an important program that supports grants to help organizations offset the cost of rooftop solar. Blue Sky participants also fund the purchase of renewable energy certificates (RECs) nationwide which, while helpful to the industry, does not significantly catalyze the growth of new utility-scale clean energy.
- Subscriber Solar offers RMP customers shares in an existing 20 MW solar farm in Southern Utah. While allowing customers to directly purchase a share of clean energy is an important benefit compared with Blue Sky, Subscriber Solar has a capped participation opportunity and RMP has not indicated they plan to build more projects to make available to additional subscribers.
- Customers can individually install rooftop solar on their homes or businesses. This is an important option to support renewable energy growth and energy security. However, it's expensive and only available to some types of customers with the funding and property types that allow for it.

For these reasons, the Community Clean Energy Program developed by URC and RMP offers a unique option for customers.

¹⁰ The Economic Benefits of Utah's Rural Renewable Energy Industry: <https://www.thewesternway.org/ut-eco-devo>

How and why did [our community] get involved?

Our community has completed all required steps to be at this point in the process and is now at the final decision point of whether to enact the program ordinance. This process is outlined in Attachment A.

We became involved in [year] to contribute to the effort to create a new option for clean energy for homes and businesses in our community. Joining the URC Agency provided an opportunity to advance our mission in promoting the health, safety, and welfare of residents and our [sustainability] [environmental stewardship] [clean air] [supporting future generations] [etc] goals.

When our community joined the Agency, we made a financial contribution to the Agency's budget, along with every other community that joined. The amount that each community contributed was proportional to our community's population and electricity load.

We signed the Utility Agreement along with the other Participating Communities in time to be included in RMP's initial Program Application filing in January 2025. Now that the PSC has approved the program, we have a final decision as to whether to adopt the program ordinance. Doing so would bring the approved Community Clean Energy Program to all homes and businesses within our community.

Public Service Commission Order and Program Solicitation

Program approval

As described by step 5 in Attachment A, the Act and Rules dictated that the proposed Community Clean Energy Program be filed by RMP with the PSC. Following years of careful work and negotiations between the URC and RMP, on January 24, 2025, and June 4, 2025, RMP submitted parts I and II, respectively, of a two-part Application to Implement Community Clean Energy Program Authorized by the Community Clean Energy Act (Docket 25-035-06¹¹). As required by the Act, the Program Application included, among other items, information about the customers within the boundaries of the participating communities, projected rates under the proposed program, a Utility Agreement between each participating community and RMP, low-income plans for each community, a draft ordinance that establishes an eligible community's participation in the program, and more. Rounds of direct, rebuttal, and surrebuttal testimony by the Parties to the docket followed. The process concluded with a Hearing and Public Witness Hearing in front of the PSC on December 16 and 17, 2025. The Parties to the docket are: RMP, URC, the Division of Public

¹¹ Docket No: 25-035-06: <https://psc.utah.gov/2025/01/25/docket-no-25-035-06/>

Utilities (DPU), the Office of Consumer Services (OCS), Western Resource Advocates, and the Sierra Club. Each party participated in the rounds of testimony and the hearing.

On March 4, 2026, a significant milestone was achieved when the Utah PSC issued an Order¹² in Docket 25-035-06 (“Order”) approving the Program with modifications. The PSC ruling was generally favorable for the program and URC Agency interests and provides clarity on how the program will work, the initial cost to participate, and more. However, the PSC did not resolve every issue the URC Agency and RMP raised in this docket. For unresolved items, the Order provided guidance and clear action items for the communities and RMP to move forward.

The PSC approval of the Program on March 4, 2026, set off the 90-day ordinance adoption window, as required by the statute. **Each URC community has until June 2, 2026, to pass the required ordinance to formally adopt the Program.** More information about the ordinance is provided in the “Program Ordinance” section below.

Program Solicitation

Separately and ahead of the Program Application, on November 19, 2024, RMP filed an Application for Approval of Solicitation Process¹³ with the PSC describing the proposed process to solicit bids from clean energy developers (Docket 24-035-55¹⁴). The PSC granted the application¹⁵, clearing the way for URC to issue a Request for Proposals (RFP) on May 22, 2025¹⁶. Fifteen bids were initially received by the July 10 RFP deadline, one of which was later withdrawn¹⁷. From there, these bids were evaluated and scored by URC technical consultants, and an “initial short list” of six projects was selected by URC for further evaluation by RMP. URC received the results of this analysis in December 2025 and used this information to create a “final short list”. In February 2026, the URC board approved Resolution 2026-02¹⁸ selecting all four final short list projects for power purchase agreement (PPA) negotiations. PPA negotiations are currently underway and the process to execute an agreement with one or more projects will eventually coincide with follow up on the Program Application and preparations towards implementing the URC program.

¹² March 4, 2026 Order: <https://pscdocs.utah.gov/electric/25docs/2503506/3441662503506oapwm3-4-2026.pdf>

¹³ See <https://pscdocs.utah.gov/electric/24docs/2403555/336616Application11-19-2024.pdf>

¹⁴ Docket No. 24-035-55 on the PSC website: <https://psc.utah.gov/2024/11/19/docket-no-24-035-55/>

¹⁵ See <https://pscdocs.utah.gov/electric/24docs/2403555/3397642403555ogrpmam5-13-2025.pdf>

¹⁶ URC RFP website: <https://www.urc2024rfp.com/>

¹⁷ URC blog post regarding responses to the RFP: <https://www.utahrenewablecommunities.org/post/urc-closes-the-call-for-clean-energy-resources-the-response-was-outstanding>

¹⁸ URC Resolution 2026-02 Resolution of the Board Selecting Projects for Contract Negotiation: <https://www.utah.gov/pmn/files/1387795.pdf>

Program Details

Customer participation and opt-out

The URC program was established under statute as an “opt-out” program, meaning that every eligible RMP customer in a community which adopts the program ordinance will be automatically enrolled with the option to exit at any time. Customers in these communities will see a new clean energy line item (“Schedule 100”) on their RMP bills as early as the first quarter of 2027. The new line item will only appear after certain additional processes by the Agency and RMP are completed and approved by the PSC.

This means that if our [council/commission] adopts the ordinance, all eligible RMP customers in [our community] will be automatically enrolled when the Program commences, likely not until early 2027, with the choice to opt out. Customers will be able to exit the program at any time. There will be an initial “cancellation period” whereby customers exiting the program can do so without incurring a termination fee. After the “cancellation period” customers can still exit at any time but will be subject to a termination fee. The termination fees are outlined in Attachment B.

Initial program rate

One of the most significant outcomes of the PSC Order is the establishment of the initial program rate. The PSC Order established an initial residential flat rate totaling \$4 per month (\$3.88 per month plus a \$0.12 low-income program surcharge). This amount is in line with the Agency’s targeted dollar amount to keep the program affordable and accessible to customers.

The low-income proposal from the Agency was also approved by the PSC. Income-qualified residents who are on Schedule 3 (RMP’s Home Electric Lifeline Program, or HELP¹⁹) will see a monthly rate of \$3.88 which would be matched by a \$3.88 credit on their bill, making the program free for these customers.

For all other (non-residential) customer classes, the PSC approved a volumetric rate of \$0.00609 per kWh and a low-income surcharge of \$0.12 per month. Bill impacts for these commercial customers will depend on the amount of electricity they use each month.

Program rates over time

¹⁹ Information on RMP bill assistance: <https://www.rockymountainpower.net/my-account/payments/bill-payment-assistance.html>

Rates will be adjusted periodically (not more than annually) in order to account for actual customer participation, annual administrative cost true-ups, and the program valuation and resource costs. Regular rate adjustments happen with all other utility ratemaking and are not unique to the URC program. It is not expected that future URC rates will increase significantly from the initial program rate. Importantly, the PSC in its Order recognized that future rates may even decline as the required administrative and resource reserve funds are established. Page 24 of the PSC Order states:

While future Program rates may diverge from those under RMP's proposal contingent on later determinations regarding Resource Valuation and changes to other underlying variables, no evidence in the record suggests that Program rates are likely to meaningfully increase from the initial rates approved in this order. Instead, under RMP's proposal, they would decrease rather significantly after the first two years. At the Program's inception, customers will be deciding whether to opt-out with reference to rates that are likely to be higher than rates charged later, after the reserve balances are sufficiently established.

While this is not guaranteed and will be influenced by multiple factors including additional future resource procurements, the PSC found it within the public interest to allow the Program to begin with an initial fixed rate of \$4 per month.

Customer noticing and estimated timeline

There are two distinct but important milestones in executing the Program, defined in the Order/State law.

- "Program Implementation" happens when the first customer notices are mailed.
- "Program Commencement" is when RMP initiates collection of Program rates.

Once the ordinance deadline of June 2 passes and RMP concludes its customer service upgrades (i.e. the "Startup Activities") which are estimated to take approximately five months, RMP customers in a participating community will receive their first official notices about the Program. The first noticing date is defined as the beginning of "Program Implementation."

All eligible RMP customers in communities that adopt the Ordinance will receive two notices that are separate from their bills. This includes at least one mailed notice. The second notice will be mailed or digital, depending on customer communication preferences (i.e. if the customer has signed up for online billing.) Large commercial customers on Schedules 8 or 9 that have an electric load of one megawatt or greater will be offered a noticing meeting, which may be conducted in-

person or via video conference. All RMP customers in a participating community will be eligible for the Community Clean Energy Program except for customers with rooftop solar on Schedule 135.

The URC Agency forecasts that customer noticing will begin in late 2026. As required in the Act and Rules and the Utility Agreement, any community that enacts the program (by passing the ordinance) is responsible for reimbursing RMP for the cost of providing the two required notices to all program eligible RMP customers within the community's boundaries. This expense is estimated to be [XXX] for [our community].

After the first notices go out, there will be two billing cycles, or approximately 60 days, until the clean energy line item appears on RMP customer bills. This period of initial Program rate collection is defined as "Program Commencement." The Agency is estimating that Program Commencement will occur in early 2027.

Please note that Utah House Bill 238 from 2026 passed and is currently awaiting the Governor's signature. This bill adds additional requirements for the customer notices that are not expected to add additional burden to the already planned noticing process.

Program Ordinance

How the ordinance was developed

A draft of the ordinance was included in the Program Application filed by RMP in 2025 as required by the Act and Rules. The ordinance was originally drafted in 2022 and 2023 by URC's outside attorney with input from several municipal attorneys representing communities on the URC Program Design Committee. The URC board adopted this first draft of the template ordinance through Resolution 2023-01²⁰ in January 2023. Prior to the filing of the Program Application, the board adopted an updated template ordinance through Resolution 2025-02²¹. This next version was updated to reflect changes to the Act and Rules that removed the requirement that communities adopt a renewable energy goal by the end of 2019 to be eligible to participate.

Following the March 4, 2026 PSC Order, URC board members and our outside attorney prepared final revisions to the template ordinance. These edits included minor changes like updating the date of the PSC order and other changes to clarify where program details live, whether in the Act, Rules, Program Application, or PSC order. The version of the ordinance before our

²⁰ URC board resolution 2023-01: <https://www.utah.gov/pmn/files/929135.pdf>

²¹ URC board resolution 2025-02: <https://www.utah.gov/pmn/files/1220655.pdf>

[council/commission] is the final template ordinance personalized for our community (see Attachment C).

Ordinance details

The ordinance must do two key things:

- Enact the approved program by the community adopting the ordinance and
- Make it clear that the PSC has the final say on how the program will work.

There are three sections in the ordinance that cover the following:

- *Preamble*: describes the history and context for development of the URC program, including the Act, Rules, Program Application, and PSC order. The preamble also lays out the steps [our community] took to be eligible to enact the program. The preamble is the one part of the ordinance that may look different for each of the 19 communities depending on how each community chooses to describe their reasoning for being part of the program.
- *Program adoption*: while short in length, this is the “action” of the ordinance - that the community’s governing body votes to adopt the Community Clean Energy Program.
- *Exhibit A*: provides an overview of the program, not by spelling out every detail regarding how the URC program works, but by referring to the PSC order, Administrative rules, and Legislative Act (HB 411) for specific details. Exhibit A also describes key elements of the approved program that will occur if [our community] adopts the ordinance. This includes:
 - Enabling all retail electricity customers in the current and future boundaries of [our community] to participate in the Program. Customers with rooftop solar are eligible to participate, except those on Schedule 135 (the older net metering schedule).
 - Defining the program “Implementation Date” as the date when RMP sends out its first notices to customers of their forthcoming enrollment in the Program and describing the noticing requirements of RMP.
 - Explaining that eligible customers will be enrolled in the Program if they receive notices and decline to opt-out by the date used in the notices and that any customer in a participating community who is not enrolled in the Program may opt-in at any time. Customers in the program can exit at any time.
 - Acknowledging the Termination Fees for customers who opt out after the cancellation period and situations when Termination Fees will not occur.
 - Describing the process and approvals needed for clean energy acquisition to serve the Program.
 - Acknowledging that the PSC determines the Program rate and can approve adjustments to the rates periodically.

- Acknowledging that RMP is responsible for billing customers and notifying them of changes to the Program rate.
- Describing the responsibilities of [our community] with the program, including:
 - That [our community] has participated in the design and approval of the Program and will continue to participate in future decisions regarding clean energy resource solicitation, acquisition, and other issues.
 - That [our community] entered into the Utility Agreement with RMP regarding the program. [Our community] signed the Utility Agreement on [date]. The Utility Agreement is consistent for all communities and RMP, as required by statute.
 - Per the Utility Agreement, [our community] will reimburse RMP for their costs to provide the two required notices to all eligible customers within our boundary.
 - That [our community] already allocated and paid funds (when we joined the Agency) which, in part, were used to reimburse the OCS and DPU for their costs of contracting third-party expertise to evaluate the program.

Summary, Next Steps, and Requested Action

After seven years of thoughtful, intentional, and complex work to design, negotiate, and apply for approval, the Community Clean Energy Program has been approved by the Utah Public Service Commission. This milestone starts a 90-day clock for each of the 19 communities involved in URC to consider enacting the approved program by adopting the program ordinance by June 2, 2026. The PSC order established an initial program rate for residential and non-residential customers and approved what was proposed and some modifications to the customer noticing and opt out process. Some details of the program, including the specific methodology of how program resources will be valued and the approval of the first program resource will require follow up with the PSC. URC will continue working with RMP and the other parties to the PSC docket to pursue and seek approval for these follow up items in parallel to the ordinance adoption timeline.

The following are the next steps and requested action for [our community council/commission]:

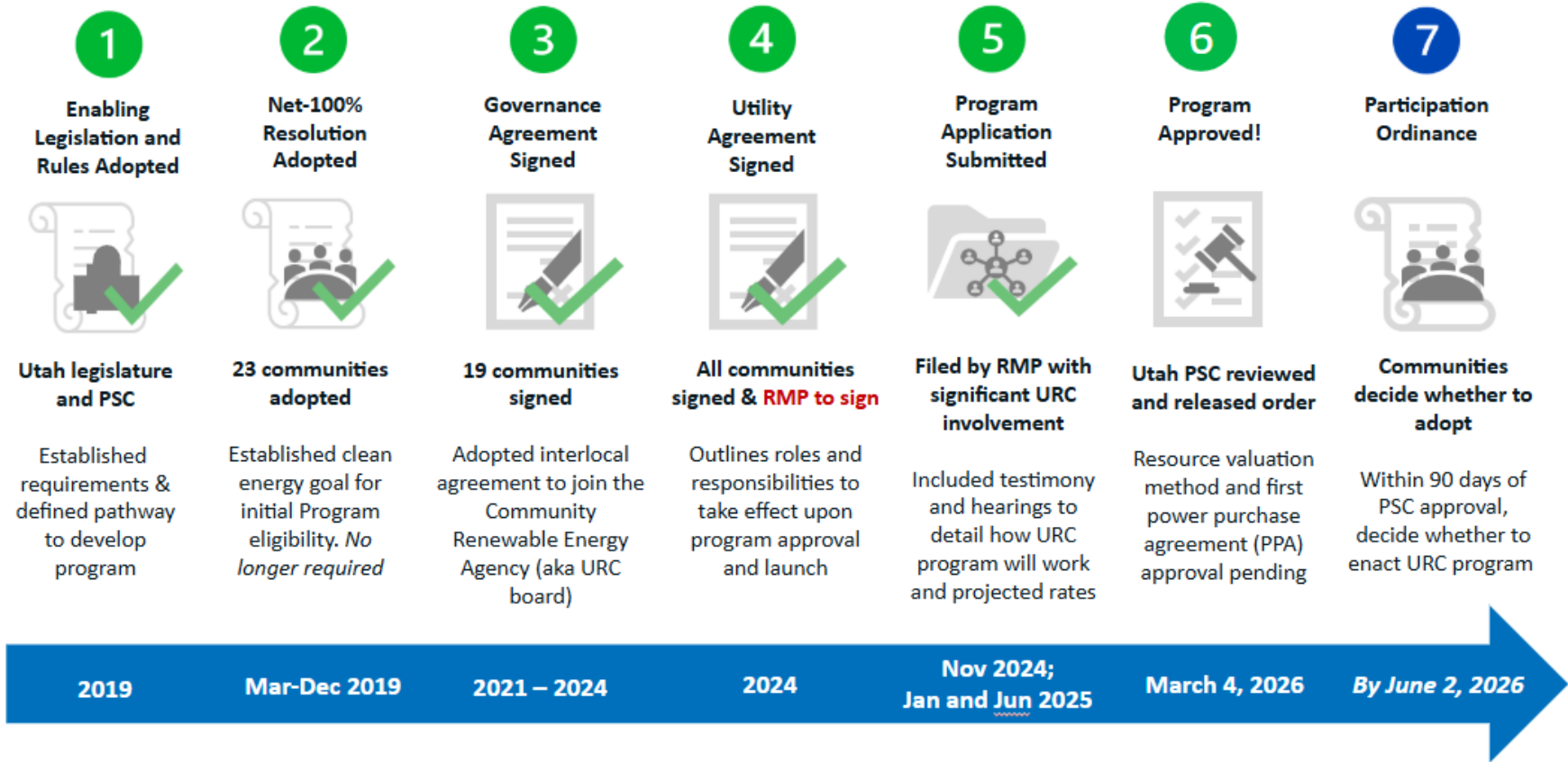
- Provide questions and feedback on the material presented
- Discuss and consider the program ordinance

List of Attachments

- Attachment A: Process to develop the Community Clean Energy Program
- Attachment B: Termination fee per customer class for Schedule 100, which is the rate schedule for Community Clean Energy Program participants
- Attachment C: The final program ordinance for consideration

DRAFT

URC program development process



Attachment B

Information on termination fees included in the Program Application

Attachment G
Page 6 of 7



P.S.C.U. No. 51

Original Sheet No. 100.6

ELECTRIC SERVICE SCHEDULE NO. 100 - Continued

TERMINATION FEE: A Participating Customer that chooses to exit the Program after the Cancellation Period, set forth by R746-314-101(3), applicable to the customer will be subject to the following Termination Fee:

Schedules (Residential)	One-Time Termination Fee
1 – Residential	\$30
2 – Residential Service Optional Time of Day Rider Experimental	
2E – Residential Service Electric Vehicle Time of Use Pilot	
3 – Low Income Lifeline Program Residential Service	\$0

Schedules (Non-Residential)	One-Time Termination Fee	Calculation Method, if based on kW
23 – General Service Distribution Voltage Small Customer	\$30	
7 – Security Area Lighting		
10 – Irrigation and Soil Drainage Pumping Power Service		
6 – General Service Distribution Voltage	\$6 per Avg kW	Avg kW is the average Facilities kW over the prior 12-month period
6A – General Service Energy Time of Day Option		
8 – Large General Service 1,000 kW and Over Distribution Voltage		
9A – General Service High Voltage Energy Time of Day Option		
9 – General Service High Voltage	\$0.96 per kW	Bulb wattage at the time of termination
11 – Street Lighting Company Owned System		
12 – Street Lighting Customer Owned System	\$0.96 per Avg kW	Avg kW is the average Facilities kW over the prior 12-month period
15 – Outdoor Nighttime Lighting Service Traffic and Other Signal System Service Customer-Owned System		
22 – Indoor Agricultural Lighting Service 1,000 kW and Over		

SPECIAL CONDITIONS:

1. Program Rates and Terms in this schedule will be subject to change by the Commission.
2. If a person attempts to evade the Program rules through a change in name, identity or legal status, or otherwise, that person may be subject to Program rules, including payment of applicable termination fee, subject to Commission determination.
3. Termination fees may not be considered as part of the unpaid amount for any residential customer for purposes of account termination or disconnection.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 24-035-06

FILED: January 24, 2025

EFFECTIVE: September 1, 2025



P.S.C.U. No. 51

Original Sheet No. 100.7

ELECTRIC SERVICE SCHEDULE NO. 100 - Continued

4. Rocky Mountain Power will put forth good faith efforts to determine Eligible Customers by using available tax identifiers or, for annexed customers, a list of service addresses cross-referenced to a list provided by the annexing community. In the event a customer is accidentally enrolled in the Program, despite not being an Eligible Customer, Rocky Mountain Power shall unenroll the customer with no Termination Fee and will refund the accidentally enrolled customer the difference between program rates and charges that was billed for the lesser of:
 - a. The time the customer was accidentally enrolled; or
 - b. One year.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 24-035-06

FILED: January 24, 2025

EFFECTIVE: September 1, 2025

Attachment C Ordinance

[COMMUNITY]
ORDINANCE NO. [#]

AN ORDINANCE OF [COMMUNITY] ENACTING TITLE [#NAME], CHAPTER
[#NAME] TO THE [COMMUNITY] CODE, COMMUNITY CLEAN ENERGY
PROGRAM

Preamble

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code Ann. §§ 54-17-901 to -909 (“Act”), titled the “Community Renewable Energy Act”; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214 which, collectively, renamed the Act the “Community Clean Energy Act” and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Utah Public Service Commission (“Commission”) to establish a program (“Program”) whereby towns, municipalities, and counties may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the town, municipality, or county (“Community”) in which the customer resides satisfies certain requirements, including:

- the Community must enter into an agreement with a qualified utility (“Utility Agreement”):
 - stipulating to the payment to the qualified utility of the costs of:
 - third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services, for assistance with activities associated with initial approval of the Program; and
 - providing notice to the Community’s customers as provided in the Act;
 - determining the obligation for the payment of any termination charges under the Act that are not paid by a participating customer and not included in participating customer rates; and
 - identifying any initially proposed replaced asset;

- the Community must, within ninety (90) days after the date of the Commission’s order approving the Program, adopt a local ordinance that:
 - establishes participation in the Program; and is consistent with the terms of the Utility Agreement; and
- the Community must comply with any other terms or conditions required by the Commission; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 (“Rules”); and

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement (“Governance Agreement”) with other eligible Communities to establish a cooperative decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues; and

WHEREAS, consistent with the requirements of the Rules, [COMMUNITY] entered into an agreement with other eligible Communities entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program (“Governance Agreement”), thereby becoming a member of the Community Renewable Energy Agency (“Agency”), which endeavors to make certain joint decisions about the proposed Program on behalf of Communities as set forth in the Governance Agreement; and

WHEREAS, consistent with the requirements of the Act, [COMMUNITY] executed a Utility Agreement with Rocky Mountain Power, a qualified utility under the Act, on [DATE], which addresses the issues required by the Act; and

WHEREAS, consistent with the requirements of the Act, on January 24, 2025, and June 4, 2025, Rocky Mountain Power filed an application with the Commission seeking approval of the Program and the Commission opened Docket No. 25-035-06 to consider the application; and

WHEREAS, consistent with the requirements of the Act, on March 4, 2026, the Commission issued an order in Docket No. 25-035-06 (“Commission Order”) approving the Program; and

WHEREAS, as contemplated in the Act, the [COMMUNITY COUNCIL/COMMISSION] desires to adopt this ordinance that satisfies the requirements of the Act; and

WHEREAS, the [COMMUNITY COUNCIL/COMMISSION] desires to take actions which it has determined promotes the health, safety and welfare of [COMMUNITY]'s residents; and

WHEREAS, the [COMMUNITY COUNCIL/COMMISSION] has determined that adoption of this ordinance will enhance the economic well-being of [COMMUNITY] and its residents through prudent management of [COMMUNITY]'s financial resources; and

WHEREAS, the [COMMUNITY COUNCIL/COMMISSION] has determined that adoption of this ordinance will help address concerns related to poor air quality and other environmental concerns due in part to the use of fossil fuels; and

WHEREAS, the [COMMUNITY COUNCIL/COMMISSION] finds that energy sources utilized by and within [COMMUNITY] therefore can impact public health, safety and welfare; and

WHEREAS, recent advances in energy technology have made certain clean energy resources more economically viable than in the past and, in some cases, more cost-effective than traditional energy sources; and

WHEREAS, proximity to outdoor recreation is a key economic contributor to [COMMUNITY] and one which relies on preservation of the environment and protection of natural resources; and

WHEREAS, [COMMUNITY] and its residents have shown an interest in environmental stewardship through various initiatives and activities surrounding growth and development; and

WHEREAS, [include description of Participating Community's prior sustainability actions]; and

WHEREAS, the [COMMUNITY COUNCIL/COMMISSION] believes that determining and undertaking further actions designed to reduce fossil fuel dependence while appropriately balancing financial stewardship and promoting economic growth is an important component of safeguarding public health, safety and welfare; and

WHEREAS, the [COMMUNITY COUNCIL/COMMISSION] met in regular session on [DATE], to, among other things, consider adopting the Program on behalf of [COMMUNITY's] electric customers; and

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE BODY OF [COMMUNITY] AS FOLLOWS:

Section 1. Adoption. [COMMUNITY] Code, Title [#NAME], Chapter [#NAME], Community Clean Energy Program, which is published as a code in book form, is adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the

[COMMUNITY CLERK/RECORDER] (the “Community Clean Energy Program Ordinance”).

Section 2. Savings Clause. In the event one or more of the provisions of this Community Clean Energy Program Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Community Clean Energy Program Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 3. Effective Date. This Community Clean Energy Program Ordinance shall take effect immediately upon the date of its first publication.

APPROVED, ADOPTED, AND PASSED and ordered published by the [COMMUNITY COUNCIL/COMMISSION], this [DAY] of, 2026.

DRAFT

ATTEST:

[COMMUNITY COUNCIL/COMMISSION]

Name: _____

[COMMUNITY CLERK/RECORDER]

Name: _____

[COUNCIL/COMMISSION CHAIR]

VOTING OF [COUNCIL/COMMISSION]

APPROVED AS TO FORM:

Name: _____

[CITY/COUNTY ATTORNEY]

EXHIBIT A

TITLE [#/NAME]

CHAPTER [#/NAME]

COMMUNITY CLEAN ENERGY PROGRAM

SECTION 1. [COMMUNITY'S] PARTICIPATION IN COMMUNITY CLEAN ENERGY PROGRAM

1.1 [COMMUNITY] hereby establishes its participation in the Community Clean Energy Program (“Program”) as approved by the Public Service Commission of Utah (“Commission”).

1.2 On March 4, 2026, the Commission issued an order in Docket No. 25-035-06 (“Commission Order”) approving the Program. The Commission Order is on file with the Commission. The Program’s rates, Rules, and requirements are governed by the Commission Order, and may be modified from time to time by subsequent Rules and orders adopted by the Commission. To the extent that the Commission Order or any subsequent rule or order adopted by the Commission contradicts any portion of this Title, the Commission order or rule or order adopted by the Commission shall govern.

1.3 ELIGIBLE CUSTOMERS. Pursuant to Utah Code § 54-17-905(5), residential customers participating in the net metering program under Utah Code Title 54, Chapter 15, Net Metering of Electricity, Rocky Mountain Power Schedule 135, are not eligible to participate in the Program. All other retail electric customers of Rocky Mountain Power within the current and future boundaries of [COMMUNITY], including all residential, commercial, and industrial customers, are eligible to participate in the Program (“Eligible Customer”). Eligible Customers include rooftop solar customers on Rocky Mountain Power Schedules 136 and 137, which are compensated through an export credit rather than a net metering credit.

1.4 IMPLEMENTATION DATE. The Program shall be implemented on the date that RMP sends out the first Notices identified in Section 2, below (“Program Implementation Date”). Eligible Customers shall be enrolled in the Program if they receive the Notices and decline to opt out of participation in the Program by the date set forth in the Notices. Consistent with the Act and the Rules, the Notices shall be sent to each Eligible Customer before the commencement date that applies to each such customer (“Customer Commencement Date”), as set forth in the Rules.

SECTION 2. CUSTOMER PARTICIPATION IN COMMUNITY CLEAN ENERGY PROGRAM.

2.1 Each Eligible Customer shall be automatically enrolled in the Program unless the

customer opts out of the Program prior to the Customer Commencement Date.

2.2 NOTICES. As set forth in the Act and the Rules before any Eligible Customer becomes a participant in the Program, Rocky Mountain Power first shall deliver to each Eligible Customer certain notices (collectively, the “Notices”) containing content and in the form, manner, and delivery method as required by the Act and Rules and other orders and Rules.

2.3. OPT-OUT. Each Eligible Customer may elect not to participate in the Program and instead to pay applicable existing electric rates by giving notice to Rocky Mountain Power in the manner and within the time period set forth in the Notices.

2.3.1 FIRST OPT-OUT NOTICE. Rocky Mountain Power shall provide a First Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within [COMMUNITY], no earlier than sixty (60) days and no later than thirty (30) days before the Customer Commencement Date applicable to each customer. The First Opt-Out Notice shall, in all material respects, use the form and content of the First Opt-Out Notice as approved by the Commission.

2.3.2 SECOND OPT-OUT NOTICE. Rocky Mountain Power shall provide a Second Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within [COMMUNITY], at least fifteen (15) days after the First Opt-Out Notice was provided and at least seven (7) days before the Customer Commencement Date applicable to such customer. The Second Opt-Out Notice shall, in all material respects, use the form and content of the Second Opt-Out Notice as approved by the Commission.

2.3.3 Each Eligible Customer that receives the First Opt-Out Notice and the Second Opt-Out Notice as described herein and declines to opt out of the Program by the customer’s Customer Commencement Date will be enrolled in the Program.

2.4 CUSTOMER OPTION TO OPT IN TO PROGRAM. An Eligible Customer located within [COMMUNITY] that is not enrolled in the Program may at any time elect to participate in the Program by providing notice to Rocky Mountain Power in the form and content approved by the Commission. Following such notice to opt in to the Program, the customer will be enrolled in the Program starting with the billing period following the notice in which it is reasonably practicable for Rocky Mountain Power to enroll such customer. The reasonably practicable billing period shall be based on when the notice was received from the customer and the customer’s billing cycle. Following enrollment in the Program, the customer shall be subject to all Program requirements.

2.5 CUSTOMER OPTION TO EXIT PROGRAM. Customers enrolled in the Program may exit the Program by giving notice to Rocky Mountain Power.

SECTION 3. TERMINATION FEES

3.1 If a customer declines to opt out of the Program prior to the applicable Customer Commencement Date, but subsequently exits the Program, the exiting customer may be required to pay a termination fee, as set forth in this **Section**.

3.2 **When** applicable, the amount of the termination fee shall be based on the rate schedule of the exiting customer **as approved by the Commission** and may be modified from time to time by subsequent orders of the Commission.

3.3 **CIRCUMSTANCES IN WHICH TERMINATION FEE SHALL NOT APPLY:** A Termination Fee shall **not** apply in the following circumstances:

3.3.1 Any customer that opts out of the Program within the “Cancellation Period” applicable to that customer, as defined in the Rules.

3.3.2 Any customer that ceases to be an electric customer of Rocky Mountain Power;

3.3.3 Any customer that moves to a new location that is not within the boundaries of a community that participates in the Program;

3.3.4 Any customer that seeks protection through bankruptcy proceedings;

3.3.5 Any customer enrolled in Schedule 3 bill assistance (“Low-Income Lifeline Program”).

SECTION 4. ACQUISITION OF CLEAN ENERGY RESOURCES

4.1 For purposes of this section, “clean energy resource” shall have the definition set forth in the Act.

4.2 Rocky Mountain Power may adopt or procure one or more clean energy resources to serve the needs and goals of the Program. The acquisition of any such clean energy resource must follow solicitation application and evaluation criteria approved by the Commission.

4.3 Any clean energy resource adopted or procured by Rocky Mountain Power to serve the needs and goals of the Program must be approved by the Commission based on a finding the same is reasonable and in the public interest.

4.4 The Commission shall determine the method of cost recovery for any clean energy resource acquired to meet Program needs and goals, and the Commission’s determination regarding cost recovery may affect Program rates.

SECTION 5. PROGRAM RATES AND RATE ADJUSTMENT FILINGS

- Program rates will be determined by the Commission.
- The initial Program rates were determined by the Commission in the Commission Order.
 - Program rates may be adjusted by the Commission from time to time, consistent with the procedures approved by the Commission for adjusting Program rates.

SECTION 6. UTILITY BILLING FOR PARTICIPATING CUSTOMERS

- Rocky Mountain Power shall bill each Participating Customer on a monthly basis and shall:
 - include information in its monthly bills to participating customers identifying the Program cost; and
 - provide notice to participating customers of any change in rates for participation in the Program.

SECTION 7. [COMMUNITY] PARTICIPATION IN PROGRAM

- Through its membership in the Community Renewable Energy Agency, [COMMUNITY] participated in the design and approval of the Program and shall participate in future decisions regarding clean energy resource solicitation, clean energy resource acquisition, and certain other Program issues.
- Consistent with Utah Code § 54-17-903(2)(a), [COMMUNITY] entered into an agreement with Rocky Mountain Power (“RMP”) regarding the facilitation of the Program (“Utility Agreement”). Pursuant to the Utility Agreement, [COMMUNITY]:
 - shall pay for the costs of third-party expertise contracted for in connection with the Program’s development and initial approval by the Commission;
 - shall pay its proportional costs associated with RMP providing the Notices to the [COMMUNITY’S] customers as discussed in Section 2, above;
 - Termination charges not paid by a participating customer shall be included in participating customer rates and shall not be paid by [COMMUNITY];
 - There shall be no initially proposed “Replaced Asset” as that term is defined

by Utah Code § 54-17-902(15).

- [COMMUNITY] has already approved the appropriation of funds and has already paid those funds to the Agency for the Agency to make payments for the costs of third-party expertise contracted for in connection with the Program's development and initial approval by the Commission pursuant to the Governance Agreement.
- [COMMUNITY] [has approved/hereby approves] the appropriation of funds to pay its proportional costs associated with RMP providing the Notices to the [COMMUNITY'S] customers as discussed in Section 2, above.
- [COMMUNITY] shall not be obligated to pay any costs of the Program other than those costs set forth herein and any costs that [COMMUNITY] may bear as a utility customer that participates in the Program, if applicable.

Community Impact Coordinator

City of Kearns | Part-Time: \$24,000 – \$35,000

Location: Must reside within Kearns City limits.

Core Mission

You are the voice of the City and the ears of the neighborhood. Your job is to humanize local government by turning complex city operations—from visionary master plans and beautification projects to public works (MSD) updates and neighborhood standards—into clear, engaging stories that empower our residents. Working closely with the City Administrator and stakeholders, you will bridge the gap between City Hall and the community to ensure every resident is informed, heard, and inspired.

Key Responsibilities

- **Visionary Storytelling:** Partner with the City Administrator and Creative Content Creator to share the "Big Picture" for Kearns. Help residents see the long-term benefits of new developments and city-wide goals.
 - **Service & Safety Liaison:** Act as the primary bridge between residents and key providers, including the **Municipal Services District (MSD)** and the **Unified Police Department (UPD)**. Translate technical updates on infrastructure, road repairs, and public safety into resident-friendly information.
 - **Stakeholder Coordination:** Maintain active communication channels with local partners to ensure a unified flow of information regarding all Kearns community services.
 - **Business Engagement:** Gather insights from current local businesses to understand their needs and work to attract new businesses by sharing the Kearns success story.
 - **Neighborhood Vitality & Education:** Drive "proactive compliance" by educating the public on city standards. Whether it's a beautification grant or a code update, focus on the *why* and the *how-to* to improve our neighborhoods.
 - **Community Pulse-Taking:** Conduct regular outreach and surveying to identify emerging trends, concerns, or success stories within Kearns.
 - **Media Advocacy:** Utilize a communications background to draft press releases and pitch positive Kearns stories to local media outlets, ensuring our city's progress is recognized regionally.
-

Qualifications & Requirements

- **Kearns Residency:** Must be a current resident of Kearns (Required).
 - **Communication Background:** Preference given to candidates with experience in Public Relations, Communications, or Journalism and an ability to reach local media.
 - **Collaborative Spirit:** Ability to work seamlessly with the City Administrator and creative teams to produce educational content.
 - **Relationship Builder:** A natural "people person" who can navigate conversations with business owners, stakeholders, and diverse resident groups.
-

Why Join the Kearns Team?

In 2026, Kearns is more than just a place to live—it's a city on the move. As our Community Impact Coordinator, you have the unique opportunity to shape the narrative of your own neighborhood and help build a "Visionary Kearns" from the ground up.



Contract # 246488

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: Department Name: Natural Resources Agency Code: 560 Division Name: Office of Energy Development, referred to as the State Entity, and the following Contractor:

Sustainable Real Estate Solutions, Inc. Name
179 Main State #61 Address
Monroe CT 06468 City State Zip

LEGAL STATUS OF CONTRACTOR
Sole Proprietor
Non-Profit Corporation
For-Profit Corporation
Partnership
Government Agency

Contact Person: Brian J McCarter Phone # 203-459-0567 Email: bmccarter@paceworx.com Vendor # VC205852 Commodity Code # 80100

- 2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: C-PACE Administration
3. PROCUREMENT: This contract is entered into as a result of the Solicitation RQM# or RQS# 560 250E000002, Solicitation# AS24-119, Solicitation Type: RFP.
4. CONTRACT PERIOD: Effective Date: 07/01/2024 Termination Date: 06/30/2029 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): none.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$0.00 for costs authorized by this contract. Prompt Payment Discount (if any): n/a. Price Guarantee Period (if any): term of the contract. Additional information regarding costs: n/a.
6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods or Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: N/A
ATTACHMENT D: N/A
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.
8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.
The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CONTRACTOR
Brian McCarter 07/12/2024
Contractor's signature Date
Brian McCarter CEO
Type or Print Name and Title

STATE ENTITY
Dusty Monks 07/12/2024
Agency's signature Date

STATE OF UTAH APPROVING AUTHORITIES

DocuSigned by: Rick Straw 7/19/2024
Director, Division of Purchasing Date

Jayden Ellsworth 801-419-8765 jellsworth@utah.gov
Agency Contact Person Telephone Number Email

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

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

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 State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **“Contract”** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
 - c) **“Contract Signature Page(s)”** means the State of Utah cover page(s) that the State Entity 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 State Entity under this Contract.
 - f) **“Services”** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) 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.
 - g) **“Proposal”** means Contractor’s response to the State Entity’s Solicitation.
 - h) **“Solicitation”** means the documents used by the State Entity to obtain Contractor’s Proposal.
 - i) **“State Entity”** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - j) **“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.
 - k) **“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.
 - l) **“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 State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity 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 the State Entity 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, the State of Utah, federal auditors, and State Entity staff, access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:** The Status Verification System, 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 State Entity or the State of Utah, unless disclosure has been made to the State Entity.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or 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 State Entity 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 State Entity. 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 federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. 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 is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity 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 approved Services ordered 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 State Entity, if the State Entity 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 State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity'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.
16. **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 Entity 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.

17. **RESERVED.**

18. **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 State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, 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 State Entity 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, or invoices.

19. **DELIVERY:** 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 State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance 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 State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return 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.

21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

22. **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 the State of Utah's 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 State Entity, 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 State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity'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 State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

23. **TIME IS OF THE ESSENCE:** The 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 State Entity, 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.

24. **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.

25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. **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 State Entity 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.

27. **REVIEWS:** The State Entity reserves 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.
28. **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 State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity 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 State Entity 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 State Entity 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 State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **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 State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **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 State Entity 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 State Entity and the State of Utah, including anyone for whom the State Entity 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 State Entity 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.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity 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 State Entity 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 CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity 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 State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity 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 State Entity (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 State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity'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 State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity 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.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **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.
39. **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 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.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity 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.
41. **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); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **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.
44. **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.
45. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)

ATTACHMENT B SCOPE OF WORK

Section 1 Introduction

Utah’s Commercial Property Assessed Clean Energy (C-PACE) program is a private financing tool for qualifying commercial and industrial building improvements. Property owners can receive up to 100 percent financing with \$0 down for a fixed term of up to 30 years (or the expected life of the improvement). In order to receive financing, the property owner must consent to a voluntary energy assessment and lien on their property. The lien is assigned to a third-party lender (referred to as “capital provider” in this RFP)¹ to secure private financing. The capital provider then directly lends to the property owner. Financing is repaid directly to the capital provider. The C-PACE assessment is treated the same as a property tax assessment.

The Utah C-PACE enabling legislation was passed in 2013 and amended in 2024. The program is described in Title 11, Chapter 42a (the C-PACE Act) of the Utah Code and can be reviewed at: <https://le.utah.gov/xcode/Title11/Chapter42A/11-42a.html>

Section 1.1 Purpose

Section 11-42a-106 of the Utah code established a C-PACE District with Utah’s Office of Energy Development (OED) responsible for administration and operations. OED can delegate its administrative powers to a third party to support its role as C-PACE District administrator.

Section 1.2 Goals

Utah’s economy can benefit from C-PACE financing through reduced operational costs, new investment and job opportunities, improved property values, and environmental enhancement through lower emissions. To realize these values, OED is interested in developing a robust, self-sustaining C-PACE District that supports market-based and competitive approaches to energy financing, resulting in several C-PACE projects completed annually.

Section 2 Scope of Work

The Contractor will provide administrative services to the C-PACE District that are tailored to the Utah C-PACE statute and achieve the goals described above. The Contractor will provide the minimum, following services:

- (1) Program administration services,
- (2) Financial services, and
- (3) Education and outreach for the C-PACE District.

¹ See Section 11-42a-102 for definition.

The contract is for five years. The contractor's costs incurred by executing the contract shall be recouped solely through a fee charged against each project, which is collected upon financial closing. All activities will be in accordance with the C-PACE statute and associated statutes.

The specific activities for each service are described below.

Task 1: Program administration services

The contractor will provide administrative services to OED. Related activities will be conducted in a transparent and timely manner, with at least monthly consultation with OED. Program administration services should include the following:

- Registering with the Utah Department of Commerce
- Maintaining a minimum of one full-time employee physically located in Utah to develop C-PACE projects
- Communicating at least monthly with OED and C-PACE stakeholders
- Advising OED to help develop administrative rules governing the C-PACE District
- Managing all aspects of C-PACE project pre-applications and applications, including verification of project eligibility against statute and monitoring the C-PACE website submissions
- Securing opt-in agreements between OED and the governing body, which includes, but is not limited to, educating governing bodies on C-PACE and the C-PACE District; educating governing bodies on the opt-in agreement; coordinating and participating in meetings between OED and the governing body; coordinating communication between OED and the governing body; and tracking progress of opt-in agreements within the governing body process through execution
- Helping OED draft an agreement between OED and the relevant public electrical utility to establish the scope of the improvement to be financed; coordinating and participating in meetings and communications between OED and the electrical utility; and tracking the progress of the agreements through execution
- Educating property owners and mortgage holders about C-PACE mortgage holder consent; disseminating the mortgage holder consent agreement to C-PACE stakeholders; meeting with mortgage holders; and tracking mortgage holder consent agreements through to execution
- Managing all aspects of the capital provider lists
- Developing and maintaining an electronic document management system and archival process for C-PACE project documents, which is fully owned by the State, in compliance with Utah's Department of Technology Services security requirements, and can be accessed by OED
- Providing a written report on a monthly basis documenting activities, including the number of project applications received, assessments levied, projects in the pipeline, and any other relevant activities.
- Advising on municipality activities, such as how to record energy assessments and liens
- Maintaining and giving input to OED on any updates required for the C-PACE District guides, templates, agreements, and forms

Task 2: Financial services

The Contractor will provide financial services for the C-PACE District. All activities will be conducted in a transparent manner, which will include monthly reporting and providing OED with access to all program materials. These activities should clearly demonstrate how potential conflicts of interest are mitigated; generates competition within the Utah market to keep project financing competitive; and supports OED's goal of an open market.

Per Section 11-42a-106, the contractor will be subject to an audit by the state auditor regarding the delegation of OED's administration.

The Contractor's costs incurred by executing the contract shall be recouped solely by a fee charged against each project that is financed.

Financial services will include the following:

- Working with capital providers to collect applicable fees
- Advising OED and C-PACE stakeholders on national C-PACE best practices and Utah statute throughout the project lifecycle and financing decision points
- Advising capital providers on their responsibilities regarding calculating, recording, collecting and distributing relevant fees and remittances.

Task 3: Education and outreach

The Contractor shall provide education and outreach support to the C-PACE District to realize C-PACE projects. Year one will focus on development of educational materials and education and outreach to C-PACE stakeholders. All activities shall be based on C-PACE best practices and be in accordance with Utah statute. Educational materials must be developed in coordination with and approved by OED prior to distribution. Education and outreach activities will include the following:

- Planning and executing education and outreach events for C-PACE stakeholders (i.e., the third-party administrator, building owners, governing bodies, mortgage holders, and capital providers) to realize new C-PACE projects and ensure that C-PACE stakeholders have relevant program information
- Expanding the presence of the C-PACE District in Utah and nationally
- Creating, updating, and distributing tailored educational materials for each type of C-PACE stakeholder
- Managing and regularly updating the C-PACE website (utahcpace.com)
- Maintaining downloadable C-PACE District guides, templates, forms, and agreements on the C-PACE website
- Responding to C-PACE inquiries
- Maintaining an educational training calendar for C-PACE stakeholders
- Developing case studies and success stories of completed C-PACE projects

ASSIGNMENT OF ENERGY ASSESSMENT AND LIEN

This Assignment of Energy Assessment and Lien is made and entered into as of _____ day of _____, 20__ by and between _____, a political subdivision of the State of Utah (“City” or “County”) and _____, a _____ limited liability company duly authorized to conduct business in Utah, together with any successors or assigns (“Third-Party Lender”), pursuant to the Commercial Property Assessed Clean Energy Act (the “Act”), Utah Code Title 11, Chapter 42a.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein the City/County hereby quit-claims, grants, bargains, sells, conveys, assigns, and transfers to Third-Party Lender, without warranty, covenants or recourse, all of its right, title and interest in and to the Energy Assessment and Lien executed of even date herewith and filed in the Land Records of _____ County (the “Lien”). The Assessment (as such term is defined in the Lien) constitutes a lien against the real property owned by _____ (the “Property Owner”) and more particularly described in Schedule I attached hereto and incorporated herein by reference (the “Property”). The Property is commonly referred to as _____, _____ City, Utah 84____.

All assessment payments due under the Lien will be billed, collected and received by Third-Party Lender, or an assignee thereof, in accordance with that certain PACE Supplemental Agreement by and between Property Owner and Third-Party Lender dated as of the date hereof (“Financing Agreement”). Third-Party Lender will be responsible for all servicing duties.

The Financing Agreement must clearly state the amount financed, which may not exceed the sum of: 1) the contract price or estimated contract price; 2) overhead costs not to exceed 15% of the sum of the contract price or estimated contract price; 3) an amount for contingencies of not more than 10% of the contract price or estimated contract price, if the Assessment is levied before the completion of construction of the improvements in the energy assessment area; 4) capitalized interest; and, 5) an amount sufficient to fund a reserve fund.

In the event of an Event of Default (as defined in the Financing Agreement) or nonpayment by Property Owner of payment of the installments due under the Financing Agreement, the Third-Party Lender possesses the rights and powers at law or in equity to enforce the Lien only in accordance with Section 11-42a- 303(2) of the Act. Third-Party Lender shall appoint a Trustee and the Lien shall be enforced by the Third-Party Lender in accordance with Section 11-42a-303(1)(a)(ii)(B) or (C). In any action to collect a delinquent installment of the Assessment, the Third-Party Lender shall be entitled to any additional sums including contractual penalties and interest, due to it under the Financing Agreement and in accordance with the Act.

In the event that any such installment shall remain unpaid for 7 days, the Third-Party Lender may:

- (i) declare the delinquent amount to be immediately due and subject to collection as provided in the Act;

- (ii) if the financed improvements are not completed by the completion deadline to which the Property Owner agreed in financing documents, then within 60 days after the completion deadline, accelerate payment of the total unpaid balance of the Assessment and declare the whole of the unpaid principal and the interest then due to be immediately due and payable; and
- (iii) charge and collect all costs of collection, including attorney fees.

Except as provided in subsection (ii), the Third-Party Lender may not accelerate payment of the total unpaid balance of the Assessment.

At such time as the payments of the Assessment have been satisfied and paid in full, the Third-Party Lender shall file a release in the Land Records of _____ County.

Third-Party Lender, or any assignee thereof, shall have the right to assign the Lien by notifying the Property Owner in writing of any such assignment or transfer and the address to which payment of future installments should be mailed at least 30 days before the next installment is due according to the payment schedule included in the Financing Documents; and

The assignee or transferee of the right to receive installments shall execute an explicit written assumption of all of Third-Party Lender's obligations under the Lien and this Assignment of Energy Assessment and Lien. The transferee shall provide written notice of the assumption agreement to the City/County.

This Assignment of Energy Assessment and Lien is made, given, and executed pursuant to the authority granted to the City/County by the Act.

The City/County is not liable to pay the Assessment, and the financing in connection with this Assignment of Energy Assessment and Lien is not an obligation of the City/County or a charge against the City's/County's general credit or taxing power.

At the election of the Governing Body, Third-Party Lender shall be subject to an audit regarding the assigned Lien.

Third-Party Lender shall submit monthly reports to the City/County regarding the payments received from the Property Owner commencing on _____, 20__ and on the same day of each successive month thereafter until the assessment is paid in full.

Third-Party Lender shall be subject to an audit by the State Auditor regarding the assigned Lien.

Third-Party Lender hereby releases the City/County from possible claims resulting from any act or omission of the City/County relating to this Assignment of Energy Assessment and Lien or the financing to which it relates.

Third-Party Lender shall indemnify and hold harmless the City/County from and against any and all losses, liabilities, penalties, fines, damages, and claims, and all related costs and

expenses (including attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following:

(a) Any dispute, claim, demand, action, citation, or legal proceeding arising out of or related to the financing of the energy improvement:

(b) Any dispute, claim, demand, action, citation, or legal proceeding arising out of or related to the enforcement of the Energy Assessment and Lien;

(c) Any dispute, claim, demand, action, citation, or legal proceeding resulting from any act or omission of the Third-Party Lender or any act or omission of the City/County.

By executing this Assignment of Energy Assessment and Lien, Third-Party Lender certifies that it has received documentation from Property Owner evidencing: (i) Property Owner is current on payments on all loans secured by a mortgage or deed of trust lien on the Property, (ii) Property Owner is not insolvent or subject to bankruptcy proceedings, and (iii) Property Owner's title to the Property is not in dispute.

Third-Party Lender represents and warrants that it shall comply with all provisions of the Act.

This Assignment of Energy Assessment and Lien by the City/County is absolute and irrevocable, and the City/County shall retain no interest, reversionary or otherwise, in the Lien.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY/COUNTY OFFICERS AND EMPLOYEES AND FORMER CITY/COUNTY OFFICERS AND EMPLOYEES:

Third-Party Lender represents that it has not: (1) provided an illegal gift or payoff to a City/County officer or employee or former City/County officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's/County's conflict of interest ordinance, Chapter _____, _____ City/County Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City/County officer or employee or former City/County officer or employee to breach any of the ethical standards set forth in the City's/County's conflict of interest ordinance, Chapter _____, _____ City/County Code.

Executed effective as of _____, 20_____

[Signature pages follow]

Third-Party Lender:

By: _____

Name: _____

Title: _____

Address: _____

STATE OF

ss:

COUNTY OF

On the ____ day of _____, 20__ personally appeared before me
_____ (insert signer name),
who being duly sworn upon their oath did say that he/she (delete one) is the _____
_____ of

_____, and that the attached instrument was signed on behalf of said Company, and
that the company executed the same.

Notary Public

_____ **CITY/COUNTY ENTITY:**

By: _____

Name: _____

Title: _____

Address: _____, _____ City, Utah 84 _____

STATE OF UTAH

ss:

COUNTY OF _____

On the ____ day of _____, 2019 personally appeared before me
_____ (insert signer name), who
being duly sworn upon their oath did say that he/she (delete one) is the _____ of Salt
Lake City Corporation, and that the attached instrument was signed on behalf of said City and
that the City executed same.

Notary Public

SCHEDULE I

DESCRIPTION OF PROPERTY

PIN: _____

THIS PROFESSIONAL SERVICES AGREEMENT is between _____, a Utah City, and SUSTAINABLE REAL ESTATE SOLUTIONS, INC., a Delaware corporation, whose address is 461 Monroe Turnpike #60, Monroe, CT 06468 (“SRS”, and collectively with the City, the “Parties”), and is dated as of the date that the _____ City Recorder attests the applicable City signature (“Effective Date”).

RECITALS

A. Utah Code Title 11, chapter 42a (the “C-PACE Act”) authorizes the City to create an energy assessment area (“C-PACE Area”) and levy an assessment on a private property to cover the costs of an energy efficiency upgrade, a renewable energy system, or an electric vehicle charging infrastructure.

B. The City may delegate its administrative powers to a third party to administer its C-PACE program in accordance with the C-PACE Act and other relevant codes;

C. The City desires that SRS act as a consultant to assist the City in administering any energy assessment areas that the City may create during the term of the Agreement.

D. SRS, which is under contract with the State of Utah, Office of Energy Development, to provide C-PACE program administration services, is qualified and desires to assist the City in the City’s administration of any energy assessment areas that the City may create during the term of the Agreement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. Scope of Services: City agrees to engage SRS and SRS agrees to provide its professional and technical services as shown on the Scope of Services attached hereto as **Exhibit A**.

2. Compensation and Method of Payment: SRS’ sole compensation for the Scope of Services it provides under the terms of this Agreement shall be a program administration fee charged against each project that is financed. The fee is set at 3.0 percent of the total amount of C-PACE financing, not to exceed \$90,000 per project. Upon financial closing, the capital provider will send the total fee (3.0 percent of the total amount of C-PACE financing, not to exceed \$90,000) to SRS. SRS acknowledges and agrees that SRS would not be able to participate in C-PACE financing without the City’s cooperation, and therefore the City has no financial obligation to SRS for the services it provides under the terms of this Agreement, whether any or all project(s) do or do not close.

3. Term: This Agreement shall commence on the Effective Date and terminate **three/five** years thereafter (“**Term**”), unless terminated earlier by either party. SRS shall perform its services in a timely manner, in accordance with the best professional standards of practice, and in accordance with any schedule in the Scope of Services.

4. Amendments: Any change in this Agreement shall be mutually agreed upon by the City and the SRS and shall be set forth in a written amendment to this Agreement.

5. Subconsultant Agreements: All of the services required hereunder will be performed by SRS or under its supervision and all personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

6. City's Obligations: The City shall provide, at no expense to SRS, such books, maps, records, plans, reports, statistics or other data or information, that are existing, as may be reasonably required by SRS to perform the tasks or services. The City makes no representation that such information will be provided or that review of any information submitted by SRS to the City will be made within any given timeframe. City shall not be liable in any manner whatsoever for any loss or damage of any kind incurred by SRS related to the City's review of any information submitted to or requested from the City.

7. Assignment: SRS shall not assign any obligation under this Agreement without City's written consent, which may be withheld in City's sole discretion.

8. Discrimination: SRS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin.

9. Ownership of Materials: All materials and other documentation prepared for public consumption pursuant to this Agreement (whether completed or uncompleted, or draft or final) shall become the property of the City upon expiration of the Term. The City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Credits for work prepared by SRS shall be included with all documents issued by the City. SRS retains the right to duplicate and retain copies of all reports and other documents it prepared in providing services pursuant to this Agreement.

10. Independent Contractor Relationship: The legal relationship of the SRS to the City with respect to the services required under this Agreement shall be that of an independent contractor and not that of an agent or employee.

11. Notices: All notices under this Agreement shall be sent to the following address:
City: _____ City

Attention:

SRS: Sustainable Real Estate Solutions, Inc.
179 Main Street, #61
Monroe, CT 06468
Attention: Brian McCarter, CEO

12. Indemnification: SRS agrees to indemnify, save harmless and defend the City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, costs, and expenses, arising out of SRS's intentionally wrongful, reckless, or negligent performance hereunder. SRS's duty to defend City shall exist regardless of whether City or SRS may ultimately be found to be liable for anyone's negligence or other conduct. If the City's tender of defense, based upon this indemnity provision, is rejected by SRS, and SRS is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies the City may have, SRS shall pay the City's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require SRS to indemnify the City against the City's own negligence.

13. Termination: City may terminate this Agreement at any time, for any reason, by providing SRS at least thirty days (30) business days written notice of its intent to terminate the Agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by SRS or SRS's subconsultants under this Agreement shall, at the option of the City, be delivered to City within three (3) days after the effective date of termination. Notwithstanding the above, SRS shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by SRS, and the City may withhold any payments, if any, otherwise due to the SRS until such time as the exact amount of damages due to the City from SRS is determined.

14. Compliance with laws and regulations: SRS shall obey all laws, ordinances, regulations and rules of the federal, state, county and municipal governments that may be applicable to its operations. Said laws include, but are not limited to, equal employment opportunity laws (including without limitation, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1967), the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, the Utah Immigration Accountability and Enforcement Act, and all applicable building codes. Any violation of applicable law shall constitute a breach of this Agreement and SRS shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorneys' fees and costs incurred by the City as a result of such violation.

15. Standard of Care: All services provided by SRS and SRS's subconsultants hereunder shall be performed in accordance with the professional standards of licensed professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

16. Insurance: SRS, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

a. Worker's compensation and employer's liability insurance sufficient to cover all of SRS's employees under Utah law. In the event SRS subcontracts any work under this Agreement, SRS shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired

pursuant to Utah law.

b. Commercial general liability (“CGL”) insurance with a policy endorsement naming City as an additional insured on a primary and non-contributory basis in comparison to all other insurance including the City’s own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the City, SRS, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from SRS’s operations under this Agreement, whether performed by SRS itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and products-completed operations.

c. Professional liability insurance in the minimum amount of \$1,000,000 per claim made with a \$1,000,000 annual aggregate limit.

d. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause for “tail coverage.”

e. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and either (i) currently rated A- or better by A.M. Best Company or (ii) listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

f. SRS shall, upon the City’s request, furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof, at each renewal, and thereafter as required.

17. Jurisdiction: This Agreement and all transactions contemplated hereunder shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

18. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the Parties hereto relating to the subject matter of this Agreement and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written.

19. Representation Regarding Ethical Standards: SRS represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract

upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance.

20. Counterparts: This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

21. Electronic Signatures: Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system, such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

(Signatures Begin on Following Page)

IN WITNESS WHEREFORE, the parties are signing this Agreement as of the Effective Date.

CITY:

_____ CITY, a Utah municipality

By _____

Name: _____

Title: _____

ATTEST & COUNTERSIGN:
_____ Recorder's Office

APPROVED AS TO FORM:
_____ Attorney's Office

City Recorder

City Attorney
Date _____

SRS:

SUSTAINABLE REAL ESTATE SOLUTIONS,
INC., a Delaware Corporation

By: _____

Name: Brian McCarter

Title: CEO

**EXHIBIT A
TO
CONSULTING SERVICES AGREEMENT**

(Scope of Services)

The SRS shall perform the following services as requested by City:

Section 1 – Services Provided by SRS.

1.1 SRS will provide the following services for the City:

- a) Program Administration Services,
- b) Financial Services, and
- c) Education and Outreach Services.

1.2 SRS Program Administration Services include the following:

- a) Managing all aspects of C-PACE project pre-applications and applications, including verification of project eligibility against statute.
- b) Coordinating communication between the City and program participants, and tracking progress of projects through origination, development, and finance agreement execution.
- c) Educating property owners and mortgage holders about C-PACE mortgage holder consent; disseminating the mortgage holder consent agreement to C-PACE stakeholders; meeting with mortgage holders; and tracking mortgage holder consent agreements through to execution.
- d) Managing all aspects of the C-PACE contractor and capital provider communications.
- e) Coordinating with City to facilitate City activities such as recording energy assessment liens and assigning such liens to project capital providers.
- f) Maintaining C-PACE Area template agreements and forms.

1.3 SRS Financial Services include the following:

- a) All financial services for the C-PACE Area.
- b) Conducting financial services in a transparent manner, which include periodic reporting and providing the City with access to all program materials.
- c) Mitigating potential conflicts of interest and ensuring competition within the City's C-PACE program to keep project financing competitive in an open market structure.
- d) Working with capital providers to collect applicable program administration fees.
- e) Advising the City and C-PACE stakeholders on national C-PACE best

practices and Utah statute throughout the project lifecycle and financing decision points.

1.4 SRS Education and Outreach Services include the following:

- a) Periodic outreach events for C-PACE stakeholders (i.e., contractors, building owners and capital providers) to realize new C-PACE projects and ensure that C-PACE stakeholders have relevant program information.
- b) Maintaining C-PACE Area templates, forms, and agreements.
- c) Responding to inquiries about C-PACE Areas.
- d) Developing case studies and success stories of completed C-PACE projects.
- e) All Education and Outreach Services shall be based on C-PACE best practices and be in accordance with Utah statute.

WHEN RECORDED, RETURN TO:

Energy Assessment and Lien

In consideration for the financing advanced or to be advanced to _____, a _____ limited liability company ("Property Owner") by _____, a _____ limited liability company, together with its successors and assigns ("Third-Party Lender") for the qualified energy efficiency upgrade as defined by the Commercial Property Assessed Clean Energy Act ("Act") Utah Code Title 11, Chapter 42a, Property Owner hereby requests and agrees to the imposition by _____ (the "City/County") by its _____ (executive officer, Administrator, Mayor) of an assessment in the amount of _____ (the "Assessment"), in addition to all interest, fees, penalties, costs, and other sums due under and authorized by the Act. The undersigned _____ (executive officer, Administrator, Mayor) of the City/County, with an office at _____, acting pursuant to authority granted under Sections 11-42a-203 and 11-42a-302 of the Act, hereby designates the hereinafter defined Property as a voluntary energy assessment area for purposes of section 11-42a-302(2) of the Act and HEREBY LEVIES AN ENERGY ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as _____, _____, Utah 84___ and more particularly described in **Schedule I**, attached hereto and incorporated herein by reference (the "Property"), and situated in _____ County, Utah.

Property Owner hereby consents to the City's/County's designation of the energy assessment area, the levying of the Assessment, and creation of the Lien on the Property.

Property Owner hereby acknowledges that participation in the Commercial Property Assessed Clean Energy Program (the "C-PACE Program") is expected to result in enhanced performance of the building and other improvements located on the Property.

As required by section 11-42a-202 of the Act, Property Owner has provided to the City/County:

- (a) the written consent from each person or institution holding a lien on the Property;
- (b) evidence that there are no delinquent taxes, special assessments, or water or sewer charges on the Property;
- (c) evidence that the Property is not subject to a trust deed or other lien on which there is a recorded notice of default, foreclosure, or delinquency, that has not been cured; and
- (d) evidence that there are no involuntary liens, including a lien on the Property, or on the proceeds of a contract relating to the Property, for services, labor, or materials furnished in connection with the construction or improvement of the Property.

The Assessment, together with any penalties and interest thereon:

- (a) is superior to the lien of a trust deed, mortgage, mechanic's lien or materialman's lien, or other encumbrances against the Property from the date on which this Energy Assessment and Lien is filed in the Official Public Records of _____ County;
- (b) has the same priority as:
 - (i) a lien for general property taxes;
 - (ii) any other energy assessment levied under the Act;
 - (iii) an assessment levied under Title 11, Chapter 42, Assessment Area Act; and
- (c) continues until the Assessment and any related reduced payment obligations, interest, penalties, and costs are paid.

Contemporaneously with execution of this Energy Assessment and Lien, the City/County shall assign, pursuant to an Assignment of Energy Assessment Lien of even date herewith, all of its right, title, and interest in and to the Energy Assessment and Lien to Third-Party Lender. This Energy Assessment and Lien shall secure the repayment of a loan to finance one or more eligible improvements as evidenced by the PACE Supplemental Agreement between the Property Owner and the Third-Party Lender dated _____, 20__ (the "Financing Agreement"). This Energy Assessment and Lien is subject to the terms and conditions of the Financing Agreement and all statutory requirements of the Act.

The Assessment shall not exceed the sum of:

- (a) the contract price or estimated contract price;
- (b) overhead costs not to exceed 15% of the sum of the contract price or estimated contract price;
- (c) an amount for contingencies of not more than 10% of the sum of the contract price or estimated contract price, if the Assessment is levied before the completion of the construction of the improvements in the energy assessment area;
- (d) capitalized interest; and
- (e) an amount sufficient to fund a reserve fund.

Upon the transfer or conveyance of the Property, each subsequent owner of the Property, by accepting title to the Property, assumes and agrees to perform all of the obligations and covenants set forth herein and in the Financing Agreement and all other documents referenced

therein, including, without limitation, making the installment payments described in the Financing Agreement, from and after the date such owner acquires title to the Property.

This Energy Assessment and Lien constitutes a notice of assessment interest and Third-Party Lender, on behalf of the City/County, shall file it, within five days after its effective date, with the office of the _____ County Recorder pursuant to the provisions of the Act to evidence a lien for the energy assessment levied upon the Property for the special benefits conferred upon said Property by the installation of one or more eligible improvements. As required by section 11-42a-201(4) of the Act, this Energy Assessment and Lien hereby states that the City/County has an assessment interest in the Property and describes the Property by legal description and tax identification number.

In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligation under the Financing Agreement will be transferred to the succeeding owner without recourse on the City/County and with recourse on the Property Owner only for the unpaid installments of the Assessment that became due during Property Owner's period of ownership. Property Owner agrees that all improvements purchased, constructed and/or installed through financing obtained pursuant to the Act, shall be permanently affixed to the Property and will transfer with the Property to a transferee in the event of a sale or assignment of the Property.

The lien created by this Energy Assessment and Lien runs with the land and is binding upon the Property Owner, its heirs, successors and assigns. Any portion of the Assessment that has not yet become due and payable is not eliminated by a foreclosure.

This Energy Assessment and Lien shall in all respects be governed by and construed in accordance with the laws of the State of Utah. Each party expressly agrees to the jurisdiction of the district courts of the State of Utah.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY/COUNTY OFFICERS AND EMPLOYEES AND FORMER CITY/COUNTY OFFICERS AND EMPLOYEES:

Property Owner represents that it has not: (1) provided an illegal gift or payoff to a City/County officer or employee or former City/County officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's/County's conflict of interest ordinance, Chapter _____, _____ City/County Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City/County officer or employee or former City/County officer or employee to breach any of the ethical standards set forth in the City's/County's conflict of interest ordinance, Chapter _____, _____ City/County Code.

Legal description of assessed property:

Tax ID No:

THE ENERGY ASSESSMENT AREA PURSUANT TO UTAH STATE CODE 11-42A-202 SHALL NOT INCLUDE ANY PROPERTY ENCUMBERED BY ANY PREVIOUSLY RECORDED MORTGAGE OR DEED OF TRUST LIEN UNLESS A WRITTEN CONSENT AGREEMENT IS EXECUTED BY THE HOLDER OF EACH EXISTING MORTGAGE OR DEED OF TRUST OR OTHER LIEN ON THE PROPERTY. EACH SUCH CONSENT AGREEMENT IS ATTACHED HERETO AND MADE PART HEREOF, OR HAS OTHERWISE BEEN PREVIOUSLY RECORDED.

[Continues on following page.]

EXECUTED effective as of _____, 20 ____.

PROPERTY OWNER:

By: _____

By: _____

Name: _____

Title: _____

Address: _____

STATE OF UTAH

ss:

COUNTY OF _____

On the ____ day of _____, 20__ personally appeared before me _____ (insert signer name), who being duly sworn did say that he/she (delete one) is the _____ of _____, and that the attached instrument was signed on behalf of said Company, and said person acknowledged to me that said _____ company executed the same.

Notary Public

EXECUTED effective as of _____, 20____.

LOCAL GOVERNMENT: _____

By: _____

Name: _____

Title:

STATE OF UTAH

ss:

COUNTY OF _____

On the ____ day of _____, 20__ personally appeared before me
_____ (insert signer name), who being duly sworn did say that he/she (delete
one) is the _____ of the _____, and that the attached instrument
was signed on behalf of the City/County , and that the City/County executed the same.

Notary Public Address

SCHEDULE I

DESCRIPTION OF PROPERTY

Tax ID No: _____

KEARNS COMMUNITY COUNCIL

Rules of Order and Procedure

Adopted April 13, 2026 via Ordinance 2026-O-03

These Rules of Order and Procedure (“**Rules**”) shall govern the Kearns Community Council’s (“**Committee**”) meeting and set forth procedures to facilitate efficient and effective decision-making processes that are accountable and transparent.

ARTICLE I – MEETINGS GENERALLY

A. Regular Meetings

1. Regular meetings shall be held at least monthly, or as often as it deems necessary but not less than quarterly.

B. Electronic Meetings

1. Committee members may participate in meetings electronically (by phone, internet, or other similar technology) in accordance with the provisions of the City’s Electronic Meeting Policy.

C. Parliamentary Order and Procedure

1. General order for a deliberative agenda item;
 - a. The Chair introduces each agenda item;
 - b. City staff or Committee members are invited to present background on the item and provide comments and/or recommendations;
 - c. Committee members ask questions and seek clarification on issues presented;
 - d. Committee members discuss and debate the issues;
 - e. Committee members put forth a motion for consideration and vote;
 - f. The Chair requests a vote on the item.

D. Voting

1. Each voting Committee member shall be entitled to only one vote upon each matter submitted to a vote.

ARTICLE II COMMITTEE MEETING SCHEDULE, AGENDAS, AND MINUTES

The Committee shall have a notice and agenda that complies with the Utah Open and Public Meetings Act, Utah Code § 52-4-102 et seq.

- A. The Committee Chair may direct the assigned staff liaisons to cancel or reschedule a meeting. Changes to a meeting date shall be noticed on the City website and Utah Open and Public Notice website at <https://www.utah.gov/pmn>.
- B. Electronic meeting participation shall be in accordance with Utah Open and Public Meetings Act and City's Electronic Meeting Policy; however, in-person attendance is strongly encouraged to avoid possible technical difficulties that may arise with electronic meetings.
- C. Staff liaisons shall have discretion to prepare agendas with consultation of the Committee Chair prior to finalization of the agenda.
- D. Committee Members may submit agenda items to the Chair and staff liaisons for consideration prior to inclusion on the agenda. All agenda item requests shall be submitted a minimum of two (2) weeks prior to the meeting to provide staff liaisons the ability to research and prepare materials for the meeting packet.
- E. The Chair and staff liaisons shall consider agenda items for alignment with Committee mandates, objectives and goals, workplans, and strategic plan priorities prior to addition to the Committee agenda.
- F. Agendas shall contain:
 - 1. Date, time and place of meeting
 - 2. Citizen comment
 - 3. List of all matters to be discussed with accompanying materials included in packet
 - 4. Chair & staff announcements or reports
 - 5. Approval of minutes
 - 6. Adjournment
- G. Agendas and all meeting materials shall be published and provided to the Committee members a minimum of five (5) days prior to the meeting.
- H. Revised agendas may be provided with the approval of the Chair up to twenty-four (24) hours prior to the scheduled meeting.
- I. Minutes of every meeting shall be recorded by the staff liaison, or designee, and approved by the Committee at their subsequent meeting.
- J. Approved minutes shall be posted on the City website and Utah Public Notice website.

ARTICLE III ROLE OF THE CHAIR AND OTHER COMMITTEE MEMBERS:

The Chair shall preside at meetings of the Committee and shall:

- A. Participate in discussion of all matters.
- B. Vote as a member.
- C. Possess primary responsibility for ensuring that the rules of procedure are followed:
 - 1. Maintain the dignity of Committee meetings.
 - 2. Call the meeting to order and confine the discussion to the agenda.
 - 3. Recognize Committee members for motions and statements and permit audience and staff participation at appropriate times.
 - 4. Follow and apply the rules of parliamentary procedure.
 - 5. Ensure compliance with the Utah Open and Public Meetings Act.
 - 6. Discourage members courteously from monopolizing the discussions.
 - 7. Ensure those who have the floor are not interrupted.
 - 8. Recognize the member offering the motion, restates the motion, requests a second to the motion, presents it to the Committee for consideration, calls for the vote, announces the vote, and then announces the next order of business.
- D. The Committee members shall:
 - 1. Ensure their remarks apply to the agenda item being considered.
 - 2. Avoid references to personalities and refrain from questioning motives of other members or staff personnel.
 - 3. Demonstrate courtesy and do not disrupt proceedings.
 - 4. Refrain from using their positions to secure privileges or personal gains and avoid the appearance of impropriety.
 - 5. Be dedicated to the effective use of the City’s available resources.
 - 6. Refrain from any activity that would hinder their ability to be objective and impartial.
 - 7. Ensure that City business is discussed in open, well-publicized meetings.

ARTICLE IV PARLIAMENTARY RULES:

The Committee shall follow the following parliamentary rules.

RULE NO. 1: The meeting is governed by the agenda and the agenda constitutes the Committee's agreed-upon roadmap for the meeting.

PROCEDURE. Each agenda item can be handled by the Chair in the following basic format:

- The Chair should clearly announce the agenda item number and should clearly state what the agenda item subject is.
- The Chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have.
- The Chair should ask members of the Committee if they have any technical questions for clarification.
- The Chair may invite public comments on the matter being considered.
- The Chair should invite a motion and request a second for the motion by another member.
- The Chair shall announce the name of the members making and seconding the motion. If no second to the motion is offered the motion fails.
- The Chair shall repeat the motion and invite discussion of the motion.
- If no discussion is made or after the discussion, the Chair shall call for a vote of the motion.
- The Chair shall announce the votes in favor and opposed to the motion and announce the results of the motion.
- A motion to adjourn the meeting shall not require a second of the motion but shall require a vote of the committee members.

PURPOSE OF THE RULE. To provide structure for the conduct of the Committee's meetings in an orderly manner.

RULE NO 2: One question at a time and one speaker at a time.

PROCEDURE. Only one question shall be discussed at a time. There shall only be one speaker at a time. Anyone who wishes to speak should raise their hand first after the current speaker finishes or otherwise indicate to the Chair that they would like to comment. The Chair shall call upon the person by name. Once a member has been recognized, the member has been granted “the floor” and may begin speaking. The speaker may not be interrupted except as allowed by these rules.

PURPOSE OF THE RULE. The purpose is to focus on only one question and to allow committee members the ability to fully express their points of consideration with composure and without fear of interruption.

RULE NO 3: Five yes votes are required to pass any item before the committee.

PROCEDURE. Regardless of how many committee members are present, an affirmative vote of five (5) members is required to pass any motion.

PURPOSE OF THE RULE. Utah statutes set out both the number of the quorum and the minimum vote required on any issue.

RULE NO 4: Public Comments and Rules of Conduct

PROCEDURE. Any person presenting public comments or other information to the Committee shall speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

- No member of the public shall be heard until recognized by the Chair.
- Public comments shall only be heard during the “public comment” portion of the meeting unless a member of the public is asked to speak on a matter by the Chair.
- Speakers must state their name and address for the record.
- Any resident requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.
- Comments should be limited to three (3) minutes unless given prior approval by the Chair.
- Personal attacks made publicly toward any person by any person, including members of the public, Committee members, or City employees or agents, are not allowed.
- Any member of the public interrupting Committee proceedings or creating a disturbance, or failing to abide by these rules of procedure in addressing the Committee, shall be deemed to have disrupted a public meeting and, at the direction of the Chair, shall be removed from meeting by the police or another designated agent of the City.

PURPOSE OF THE RULE. To ensure that: (i) residents of the City have the right to provide public comment at Committee meetings; and (ii) to provide rules of conduct to govern the conduct of the Committee's meetings.

DRAFT

Freelance Visual Storyteller & Content Producer

Location: Kearns, UT (Hybrid: On-site filming/meetings; Remote editing)

Compensation: \$1,500 – \$2,000 Monthly Retainer (Based on Portfolio)

Type: Independent Contractor

The Mission

Kearns is a city of stories. We are seeking a creative partner to build the visual image of our community. We don't just want someone to "record events"; we want a storyteller who can take city initiatives and turn them into educational, entertaining, and emotionally resonant videos that make residents proud to call Kearns home.

The Workload

This role operates on a flexible monthly retainer.

- **Video Production:** Average of **3 videos per month** (Max 5 during peak seasons).
- **Video Length:** Average of **2 minutes**, with occasional "Deep Dives" up to **5 minutes**.
- **Civic Support:** Provide technical production management for **one Monthly City Council Meeting**. We offer high flexibility—if a scheduling conflict arises, we work with you to find a solution.

Key Responsibilities

- **End-to-End Production:** Storyboarding, filming, lighting, audio, and professional editing.
- **Image Building:** Create a consistent, high-quality "look and feel" for the City.
- **Meeting Management:** Ensure the monthly council meeting is produced professionally for public record and viewing.

Required Equipment

As a freelancer, you must provide your own professional production kit, including:

- 4K-capable camera and professional lenses.
 - Audio gear (Lavalier and shotgun microphones).
 - Stabilization (Gimbals/Tripods) and portable lighting.
 - Professional editing suite (Adobe Premiere, DaVinci Resolve, or Final Cut).
-

How to Apply (Submission Requirements)

To be considered, please submit the following:

1. **A Professional Demo Reel:** A highlight video showcasing your best cinematography, color grading, and editing rhythm.
2. **A Narrative Work Sample:** A link to one full-length video (2–5 minutes) that demonstrates your ability to tell a story with dialogue, interviews, or educational content.
3. **Equipment List:** A brief summary of the gear and software you will use for this contract.
4. **Resume/Bio:** Highlighting your experience with community or brand storytelling.

Thursday, March 5, 2026

Subject: Request for Placement on Upcoming City Council Agenda – MyKearns Community Coalition Presentation

Dear Mayor Valdez,

On behalf of the MyKearns Community Coalition, I am writing to respectfully request placement on an upcoming City Council agenda, preferably on Monday, April 13th, to provide a brief presentation on the Coalition's impact and to share a proposed sustainability partnership with the City of Kearns.

Since 2016, the MyKearns Community Coalition (formerly Evidence2Success Kearns) has served as the backbone of substance use prevention in our city. By addressing root causes—strengthening family bonds, fostering school belonging, and empowering youth—we have worked collaboratively to build a safer and healthier community for our residents.

As we face a significant spike in youth vaping and alcohol use, along with the conclusion of our primary federal funding in October 2027, we are proactively seeking sustainable, local solutions to ensure prevention efforts remain strong and uninterrupted.

As part of this discussion, **we would like to propose a strategic partnership with the City of Kearns to utilize Beer Tax revenues** to help sustain these vital community protections. Beer Tax revenues are intended to support community-based efforts that address the impacts of alcohol use, including prevention, education, and public safety initiatives. We believe investing these funds into evidence-based substance use prevention aligns directly with the purpose of the Beer Tax funds and supports the City's broader health and safety priorities.

During our presentation, we would provide:

- A concise overview of current youth substance use trends and local data
- A summary of MyKearns Community Coalition accomplishments
- A proposed partnership for sustainable prevention funding

Our goal is to ensure transparency, collaboration, and thoughtful planning well in advance of our 2027 funding transition.

We would be grateful for the opportunity to be placed on an upcoming agenda and are happy to accommodate the Council's schedule and presentation guidelines. Please let us know the appropriate next steps.

Thank you for your continued leadership and commitment to the well-being of our community. We deeply value our partnership with the City of Kearns and look forward to continued collaboration.

Respectfully,

Don Bartlett

Don Barlett
Coalition Chair
American First Credit Union Market
Manager
dbartlett@americafirst.com
801-215-3435

Janet Reyes, M.Ed.
MyKearns Community Coalition
Coordinator
JaReyes@saltlakecounty.gov
385-443-0091



Kearns City Council & Community Update

April 13, 2026



Our Vision: A sustainable, united organization that provides for the welfare of our communities.

Our Mission: To provide sustainable quality integrated waste and recycling collection services for the health and safety of our community... because not everything fits in the can.

Our Goals: Sustain a High 90th percentile of Customer Satisfaction, Achieve a High 80th Percentile of Employee Satisfaction, Environmental and Financial Stewardship and Loss Prevention.

WFWRD Services Overview



Base Residential Services (\$26/month) include:

- Weekly 96-gallon curbside garbage & recycling collections
- Bulky waste collection via Seasonal Container Reservation Program (SCRP)
 - April through September (~\$1.2M/year)
- Landfill Vouchers for a residential truck, car, or trailer loads (~\$75k/year)
- Central glass drop-off recycling locations and hauling
- Container Repair and Replacement (5 to 7 business days)
- Seasonal Services:
 - Central leaf bag distribution, collections/hauling, and disposition (~\$125k/year)
 - Curbside Christmas tree collections and disposition (~\$75k/year)
- Recycling Education & Outreach and Special Events participation
- In-House, Local Customer Service (M-F 8am-4:45pm)
- In-House, Local Billing/Account Management
 - Monthly Billing began in 2026 (first bill in February)

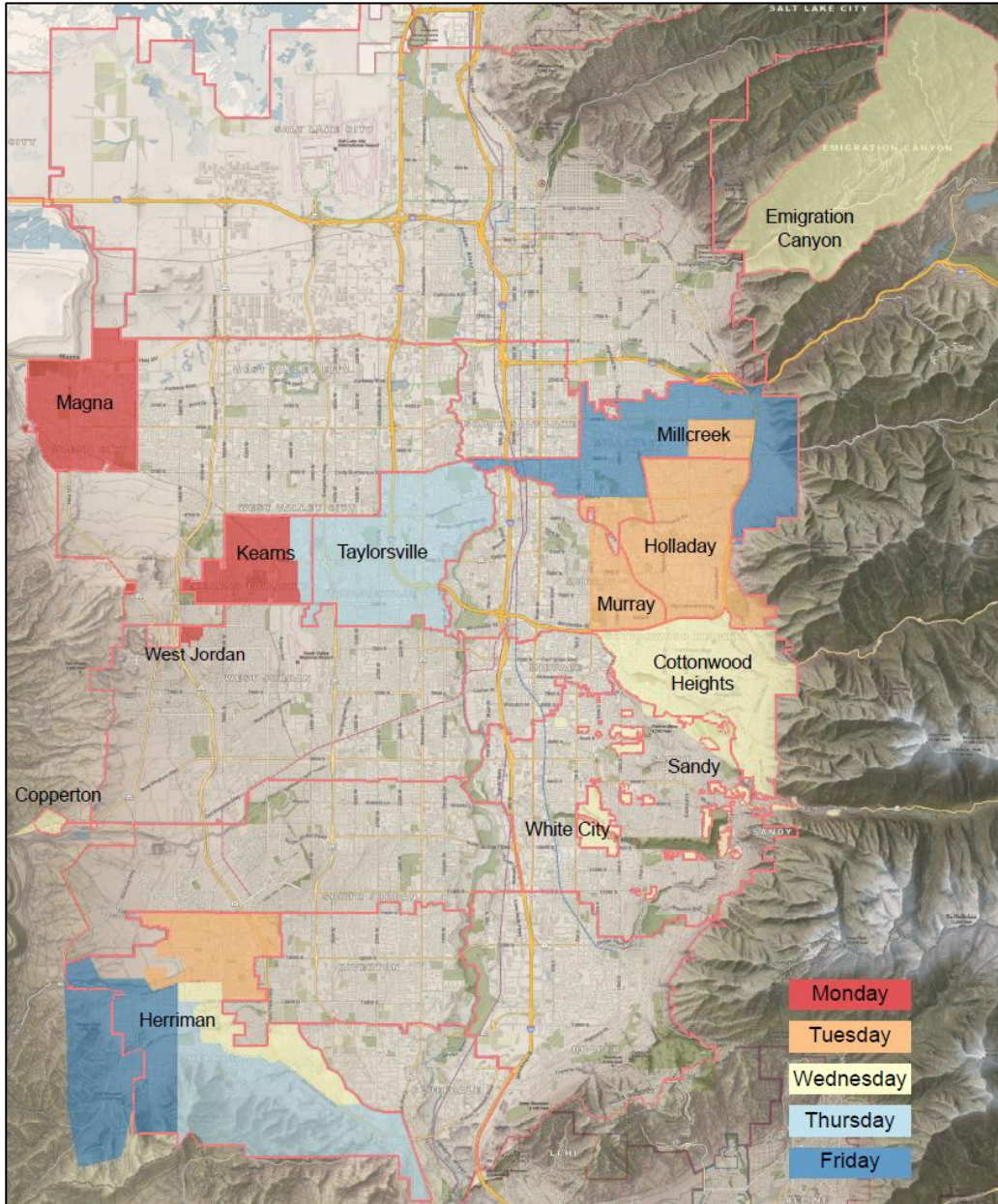
Subscription Services:

- Curbside Green Waste Reclamation Services (March-December)
 - \$12.00 per month
- Curbside Glass Recycling
 - \$8.50 per month



**2025 District-wide Tonnages
Jan. 1 - Dec. 30, 2025**

WFWRD Service Areas



Service Area	No. of Homes Serviced
Millcreek	15,748
Taylorsville	13,790
Herriman	10,906
Kearns	10,023
Cottonwood Heights	9,978
Holladay	9,091
Magna	7,991
Murray	2,865
White City	1,826
Sandy Hills	819
Emigration Canyon	607
Brighton	591
Sandy City	506
Willow Creek	501
Granite	435
Copperton	285
Willow Canyon	248
Southwest	211
Other	56
Big Cottonwood Canyon	13
4B Lane	5
Totals	86,495

- *WFWRD services more than 10,000 households in the City of Kearns*
- *86,495 total homes serviced as of December 31, 2025*
- *Collection and go-back days are established to maximize efficiencies*
- *Disposition facilities for trash and recycling are based on geographic service area and cost*
- *“Other” includes Little Cottonwood Canyon and North Salt Lake County*

Homes Serviced by WFWRD

Total Homes Serviced & Cans per Service Area as of December 31, 2025

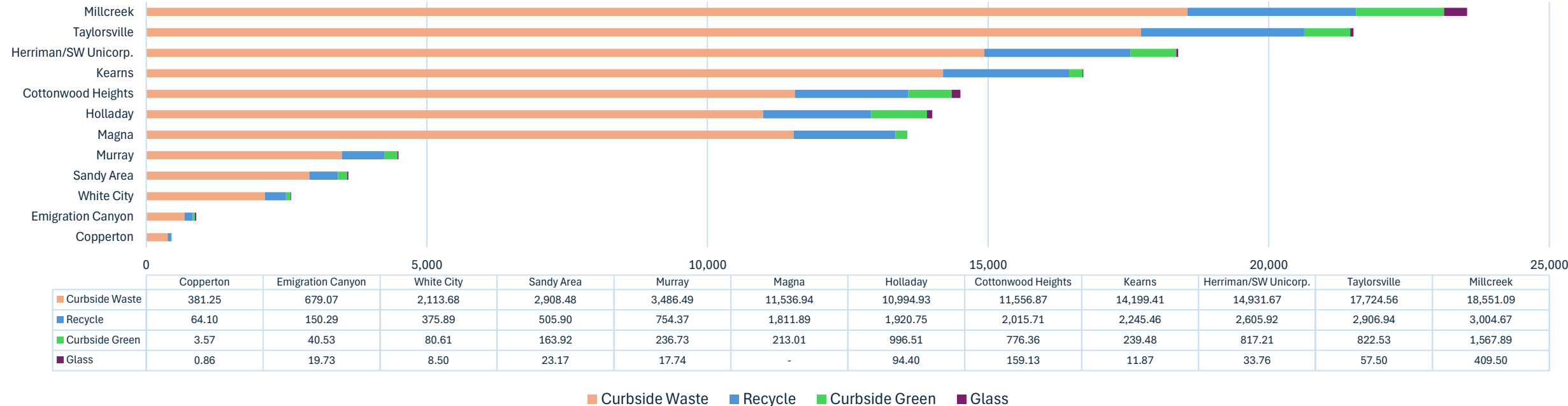


Service Area	No. of Homes Serviced	Trash Cans Combined	Recycle Cans Combined	Green Cans Combined	Glass Cans Combined	Total Cans
Millcreek	15,748	16,838	15,656	3,343	821	36,658
Taylorsville	13,790	15,650	13,903	1,697	117	31,367
Herriman	10,906	12,445	11,273	1,866	-	25,584
Kearns	10,023	10,988	10,184	520	-	21,692
Cottonwood Heights	9,978	10,985	10,084	1,756	405	23,230
Holladay	9,091	10,399	9,164	1,841	364	21,768
Magna	7,991	8,763	8,040	474	-	17,277
Murray	2,865	3,172	2,863	433	102	6,570
White City	1,826	2,018	1,848	182	21	4,069
Sandy Hills	819	942	831	103	8	1,884
Emigration Canyon	607	629	592	92	60	1,373
Brighton	591	-	-	-	-	-
Sandy City	506	588	505	70	13	1,176
Willow Creek	501	618	518	97	6	1,239
Granite	435	545	446	53	24	1,068
Copperton	285	301	287	8	-	596
Willow Canyon	248	273	249	50	9	581
Southwest	211	256	222	3	-	481
Other	56	-	-	-	-	-
Big Cottonwood Canyon	13	-	-	-	-	-
4B Lane	5	11	2	-	-	13
Totals	86,495	95,421	86,667	12,588	1,950	196,626

2025 Curbside Tons Collected by Service Area

2025 Curbside Tons by Service Area, Material Type, and Disposition Facility											
Service Area	SLV LF	SLV TS	TransJordan	Total Curbside Waste	RMR	WM	Total Recycle	Curbside Green	Glass	Totals	Diversion Rate
Millcreek	193.63	18,357.46	-	18,551.09	3,004.67	-	3,004.67	1,567.89	409.50	23,533.15	21%
Taylorville	1,732.20	15,992.35	-	17,724.56	2,305.00	601.94	2,906.94	822.53	57.50	21,511.53	18%
Herriman/SW Unicorp.	-	-	14,931.67	14,931.67	2,605.92	-	2,605.92	817.21	33.76	18,388.56	19%
Kearns	11,707.03	2,492.38	-	14,199.41	59.46	2,186.00	2,245.46	239.48	11.87	16,696.21	15%
Cottonwood Heights	-	11,556.87	-	11,556.87	2,015.71	-	2,015.71	776.36	159.13	14,508.07	20%
Holladay	-	10,994.93	-	10,994.93	1,920.75	-	1,920.75	996.51	94.40	14,006.59	22%
Magna	11,057.86	479.08	-	11,536.94	43.18	1,768.71	1,811.89	213.01	-	13,561.84	15%
Murray	-	3,486.49	-	3,486.49	754.37	-	754.37	236.73	17.74	4,495.33	22%
Sandy Area	-	2,908.48	-	2,908.48	505.90	-	505.90	163.92	23.17	3,601.48	19%
White City	-	2,113.68	-	2,113.68	375.89	-	375.89	80.61	8.50	2,578.68	18%
Emigration Canyon	-	679.07	-	679.07	150.29	-	150.29	40.53	19.73	889.62	24%
Copperton	-	-	381.25	381.25	64.10	-	64.10	3.57	0.86	449.78	15%
Totals	24,690.72	69,060.79	15,312.92	109,064.43	13,853.16	4,556.65	18,409.81	5,958.34	836.16	134,268.74	18.77%

2025 Curbside Tons Collected by Service Area

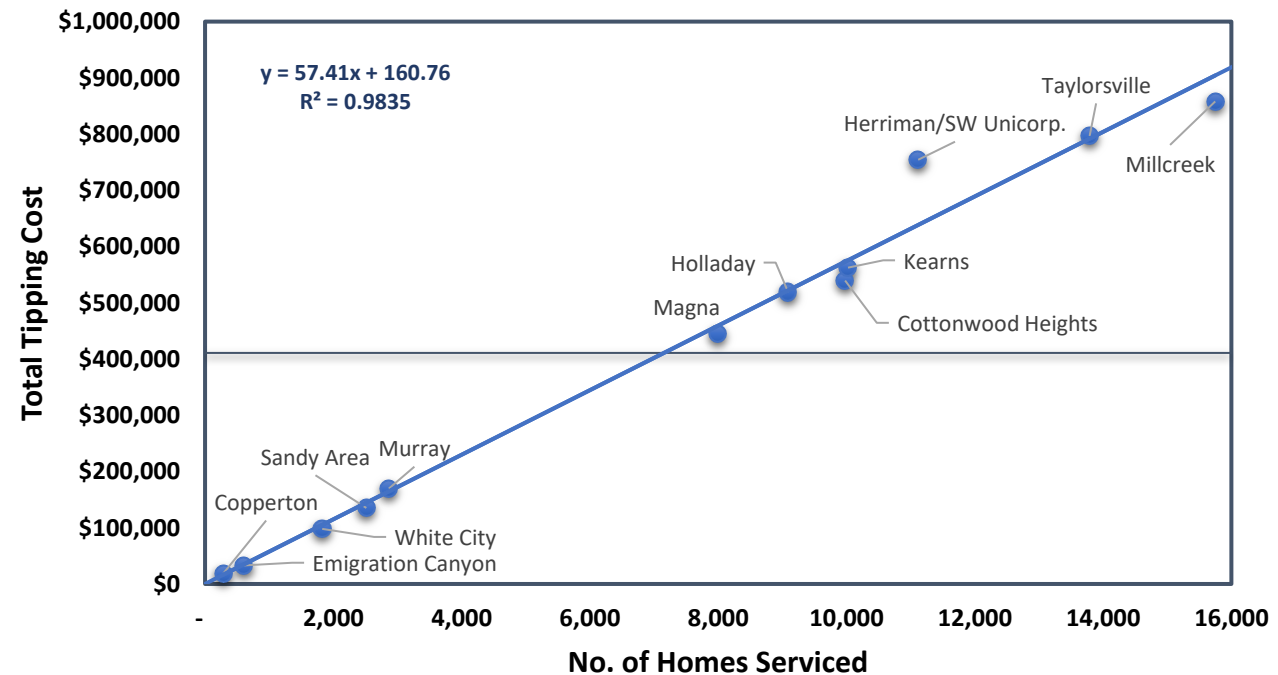


Cost Comparisons to Other Companies/Agencies/Service Areas

- WFWRD has developed a new service cost comparison throughout the Salt Lake metropolitan area, including Salt Lake County, Utah County, and Davis County
- Due to the varying types of services offered, costs comparisons are often ‘apples to oranges’ and are not directly comparable (e.g., biweekly v. weekly recycle collection)
- WFWRD has learned that several cities utilize general fund sources to provide ancillary and administrative services whereas WFWRD operates as a single enterprise fund with limited revenue sources and overall serviceability

2025 Curbside Tipping Costs by Service Area & Material Type				
Service Area	Curbside Waste	Total Curbside Recycle	Curbside Green	Totals
Millcreek	\$685,281.89	\$146,064.32	\$26,656.59	\$858,002.80
Taylorsville	\$642,868.43	\$139,646.83	\$14,108.12	\$796,623.37
Herriman/SW Unicorp.	\$612,907.08	\$127,437.37	\$13,960.72	\$754,305.17
Kearns	\$438,508.07	\$119,840.16	\$4,093.69	\$562,441.93
Cottonwood Heights	\$427,652.06	\$98,635.68	\$13,211.67	\$539,499.41
Holladay	\$407,030.55	\$94,747.87	\$16,860.16	\$518,638.58
Magna	\$344,824.23	\$97,096.32	\$3,638.94	\$445,559.49
Murray	\$129,069.46	\$36,572.31	\$4,005.24	\$169,647.01
Sandy Area	\$107,625.91	\$24,755.62	\$2,789.47	\$135,171.00
White City	\$78,214.92	\$18,393.67	\$1,371.75	\$97,980.33
Emigration Canyon	\$25,128.26	\$7,162.80	\$689.70	\$32,980.76
Copperton	\$15,649.16	\$3,134.65	\$61.03	\$18,844.84
Totals	\$3,914,760.02	\$914,678.22	\$101,447.08	\$4,930,885.32

2025 Total Curbside Tipping Costs by Service Area and Number of Homes Served



Cost Comparisons to Other Companies/Agencies/Service Areas

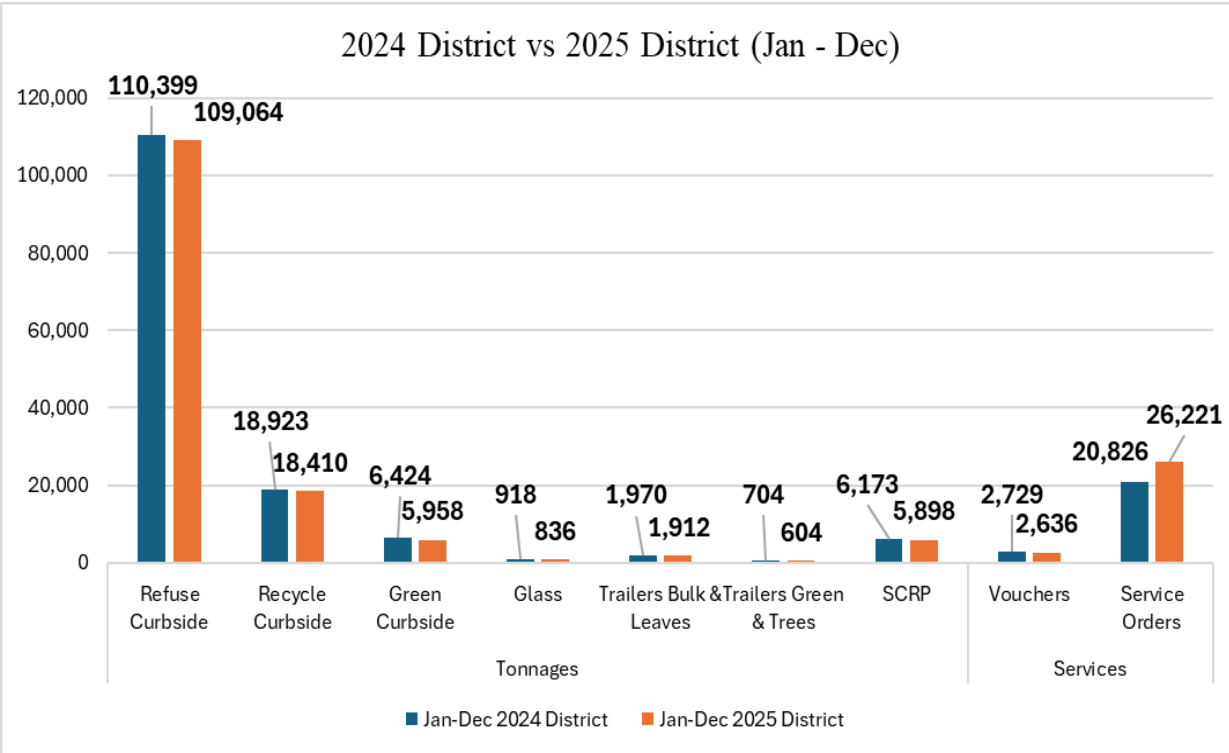
Attribute/Service <i>(all costs are on a per/month basis unless specifically noted)</i>	Salt Lake City	Ogden	WFWRD	Farmington	Cedar Hills	West Jordan	Pleasant Grove	Sandy <i>(non-WFWRD)</i>	Layton
Base Services (Trash & Recycling)									
Base Rate (per month, residential)	90-Gal: \$36.52 60-Gal: \$30.75 40-Gal: \$24.09	\$26.14 - 96-Gal (Garbage & Recycling) \$20.68 - 64-Gal (Garbage & Recycling)	\$26.00 <i>(96-Gal Cans)</i>	\$24.40 (with recycling) <i>\$20.50 (garbage only)</i>	\$24.33 (with recycling) <i>\$12.83 (garbage only)</i>	\$23.43 <i>(Includes Seasonal Waste Can)</i>	\$22.12 (with recycling) <i>\$14.08 (garbage only)</i>	\$21.75 <i>(includes "Bulk Waste Fee")</i>	\$21.15 (with recycling) <i>\$13.65 (garbage only)</i>
Services <i>Included in Base Rate</i>									
Recycling Pickup ✓ = Weekly ✓ = Bi-weekly	✓	✓	✓	✓	✓	✓	✓	✓	✓
Bulky Waste Program (included in base service): ✓ = Curbside/Driveway ● = Central Drop-off or Other	✓	●	✓	✗	●	●	●	✓	✗
Landfill Voucher	✗	✓	✓	✗	✓	✗	✓	✗	✗
Leaf Collection (included in base service): ✓ = Curbside, ● = Central Drop-off or Other	✗	●	●	✗	✗	✗	✗	✗	✗
Christmas Tree Collection (included in base service): ✓ = Curbside, ● = Central Drop-off or Other	✓	✗	✓	✓	●	✓	●	●	✓
Curbside Green Waste	✓	✗	✗	✗	✗	✗	✗	✗	✗
Glass Recycling (included in base service): ✓ = Curbside, ● = Central Drop-off	●	●	●	●	✗	●	✗	✗	●
Moving Boxes Pickup	✗	✗	✓	✗	✗	✗	✗	✗	✗
In-House Customer Service: ✓ = Handle W&R Only ✓ = General Public Works or City	✓	✓	✓	✗	✗	✓	✓	✓	✓
In-House Billing & Account Mgmt ✓ = Refuse specific ✓ = Public Works or Other	✓	✓	✓	✗	✓	✓	✗	✓	✓
Additional Program Details									
Curbside Green Waste Subscription									
- Offered?	✗	✗	✓	✓	✗	✗	✗	✗	✗
- Rate (per month)	Included in base rate	N/A	\$12.00	\$9.70	N/A	N/A	N/A	N/A	N/A
Curbside Glass Subscription									
- Offered?	✓	✗	✓	✗	✗	✗	✗	✓	✗
- Rate (per month)	\$8.49	N/A	\$8.50	N/A	N/A	N/A	N/A	\$8.00	N/A
Additional Waste or Recycling Can									
- Offered?	✓	✓	✓	✓	✓	✓	✓	✓	✓
- Rate (per can/month)	90-gal: \$36.52 60-gal: \$30.75 40-gal: \$24.09	Garbage/Rec: \$22.80	\$19.50 Garbage \$5.00 Recycling	Garbage: \$25.00 Rec: \$25.00	Garbage: \$10.05 Recycling: \$8.98	Garbage: \$14.40 Rec: \$7.21	Garbage ONLY: \$10.68	2nd Garbage: \$8 2nd Rec: \$2.55 3rd Garbage: \$15.95	Trash: \$10.95 Rec: \$10.95

Kearns Service Area

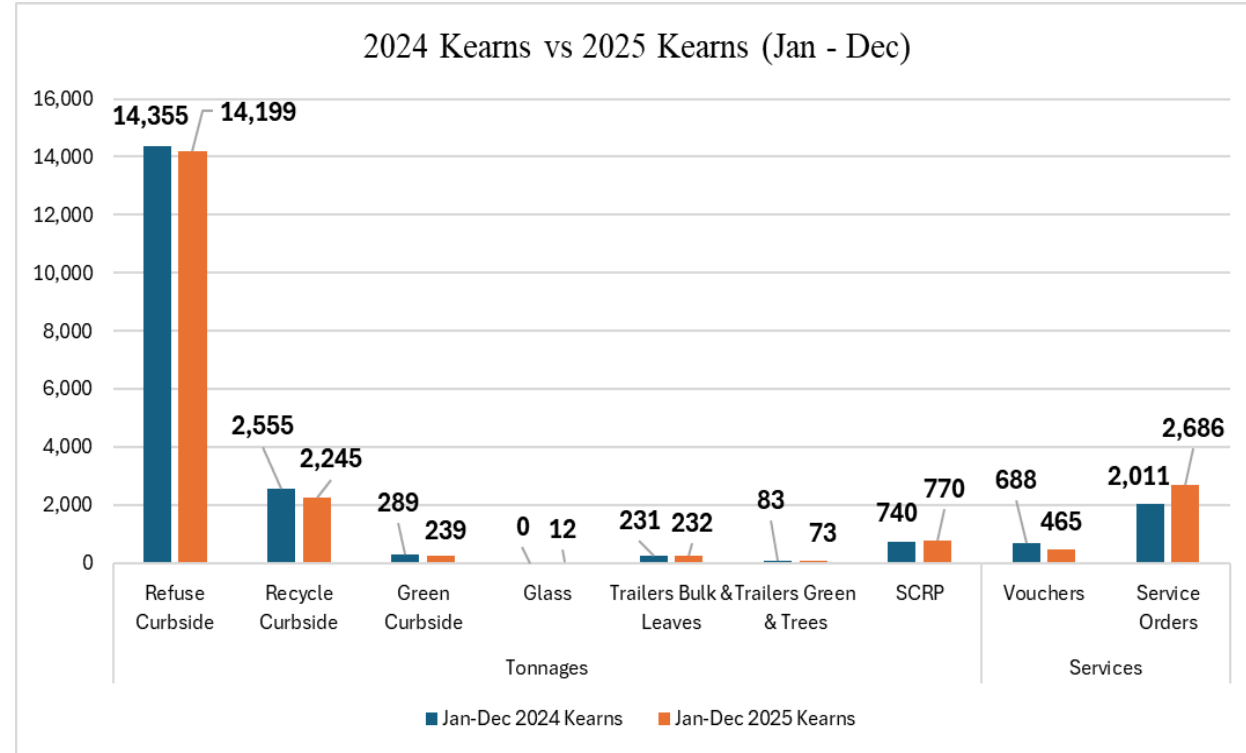
January through December Tonnage Comparisons and Landfill Vouchers



2024 District vs 2025 District (Jan - Dec)



2024 Kearns vs 2025 Kearns (Jan - Dec)



- ✓ 2024: 2,729 Landfill Vouchers redeemed District-wide at the Trans-Jordan & Salt Lake County Sites totaling \$42,370 in customer savings
- ✓ 2025: 2,636 Landfill Vouchers redeemed District-wide at the Trans-Jordan & Salt Lake County Sites totaling \$41,800 in customer savings

- ✓ 2024: 688 Landfill Vouchers redeemed by Kearns Service Area residents totaling \$11,008 in customer savings
- ✓ 2025: 465 Landfill Vouchers redeemed by Kearns Service Area residents totaling \$7,440 in customer savings

January-December 2025 Kearns Service Area Tonnages and Diversion



Curbside Refuse
(Garbage): 14,199 tons
collected



- ✓ The 10,023 homes in the Kearns Service Area are ~12% of the 86,495 homes serviced by the District
- ✓ Kearns Service Area residents diverted 15% of waste away from the landfill
- ✓ Average garbage disposal fee for Kearns = \$30.88 per ton (Salt Lake Valley Landfill/Transfer Station)
- ✓ Average recycling processing fee for Kearns at Rocky Mountain Recycling = \$43.81 per ton. At Waste Management = \$53.63 per ton. Overall was \$53.37 per ton.
- ✓ Recycling contamination rate has decreased 17.22% from 2023 averaging a 5.7-point reduction per year
- ✓ Processing for green curbside = \$17.09 per ton

Curbside Green Waste:
Approximately 239 tons
diverted (457 Subscribers)



15%
Diverted

Curbside Recycling:
2,245 tons diverted



2025 Preliminary Revenues & Expenses *(unaudited)*



	YTD Actuals	Budget 2025	Percent of Budget
Revenues			
Total Revenues	\$ 32,901,016	\$ 31,292,700	105.14%
Expenses			
Personnel Expenses			
Total Personnel Expenses	\$ 11,022,435	\$ 12,803,700	86.09%
Operating Expenses			
Fuel	\$ 1,118,654	\$ 1,641,500	68.15%
Maintenance	4,868,365	5,078,600	95.86%
Disposal Fees SLValley Landfill	3,758,741	3,880,000	96.87%
Disposal Fees TransJordan and Other	707,690	770,700	91.82%
Vendor Recycling Fees	903,436	1,045,000	86.45%
Can Purchases	609,769	565,000	107.92%
County Interlocal IT/Phone Services	273,482	241,200	113.38%
Land Leases	11,500	11,900	96.64%
County Interlocal Shared Bldg Costs	355,352	370,900	95.81%
County Interlocal Operations/Truck Lease	137,409	143,800	95.56%
Attorney/Legal	47,771	37,300	128.07%
Property Insurance/Claims	389,734	330,500	117.92%
Other (mailing, postage, office, adv)	1,329,587	1,677,860	79.24%
Depreciation	2,361,207	2,620,000	90.12%
Interest Expense	48,249	74,740	64.56%
Total Operating Expenses	\$ 16,920,946	\$ 18,489,000	91.52%
Total Expenses	\$ 27,943,381	\$ 31,292,700	89.30%

- 2025 financials do not include capital replacement expenses
 - 2025 approved capital expenses totaled \$5.57M (actual = \$2.66M)
- WFWRD has implemented several cost-savings measures in 2025 while retaining all lines-of-service
 - Reduction-in-Force (RIF) – 3 FTEs
 - Reclassification of some administrative positions
 - Optimizing scheduling and routing to minimize overtime/maximize efficiencies
 - Verification of reported missed pickups
 - SCRIP and Landfill Voucher process optimization
 - Ongoing vendor renewal negotiations
 - Purchase of diesel v. CNG trucks due to elevated costs
- Absorbing increased costs, where practicable

2025 Costs Savings Realized

Description	Cost Savings	Notes
Purchase of Diesel v. CNG Trucks (\$50,000 × 8)	\$400,000	One-time (ongoing in 2026)
Reduction-in-Force (RIF)	\$225,000	Ongoing
Underfilling Supervisor/QA Positions	\$265,000	Ongoing
Administrative Reclass (i.e., Controller/Treasurer)	\$35,000	Ongoing
Route Optimization (fuel/R&M/tipping fee reduction)	\$550,000	Ongoing
Scheduling Optimization (Reduction in Overtime)	\$135,000	Ongoing
Verification of Reported Missed Pickups	\$95,000	One-time (ongoing in 2026)
Limited Can Service Audit (underbilled accounts)	\$90,000	Ongoing
Vendor Transitions & Renewal Negotiations	\$25,000	Ongoing

- Quantifiable **cost savings for calendar 2025 totaled \$1,820,000**, many of which include ongoing savings in 2026
 - This equates to ~5% of the combined operating and capital budget (\$36.8M) that was approved for 2025
- **Priorities, Goals, and Initiatives** (PGIs) being led by the General Manager will track efficiency and cost savings throughout the calendar year and will identify ongoing v. one-time costs savings
 - New cost savings identified as of March 2026 already exceed \$500k with additional savings anticipated throughout 2026

Seasonal Container Reservation Program (SCRP) Updates



City	% of Repeats 2023	% of Repeats 2024	% of Repeats 2025
4B Lane	100%	100%	50%
Copperton	35%	77%	64%
Cottonwood Heights	34%	38%	14%
Granite	57%	35%	25%
Herriman	36%	40%	33%
Holladay	25%	41%	30%
Kearns	38%	41%	23%
Magna	35%	40%	16%
Millcreek	39%	36%	11%
Murray	34%	43%	36%
Sandy City	17%	50%	5%
Sandy Hills	27%	21%	22%
Southwest	73%	21%	54%
Taylorsville	34%	34%	11%
White City	34%	37%	3%
Willow Canyon	60%	33%	44%
Willow Creek	38%	40%	35%
Avg %	42%	43%	28%

- In 2026, WFWRD is strategizing to increase SCRП service capacity to better meet SCRП service demand
- The overall bulky waste program offered by WFWRD is being evaluated in an attempt to identify and implement the optimal program structure (estimated 2027, if applicable)
- The fee-based residential trailer rental program is unavailable in 2026 with a shift of resources to support SCRП
- The tiered reservation system has continued to be refined and optimized in 2026

Historical & 2026 Projected	2023	2024	2025	2026
Seasonal Budgeted Positions (Drivers/Ground Crew)	10 / 4	10 / 4	10 / 4	12 / 0
Permanent Budgeted Positions (Drivers)	NA	NA	NA	2
Total Budgeted Positions (Seasonal & Permanent)	10 / 4	10 / 4	10 / 4	14 / 0
Actual Positions (Drivers/Ground Crew)	6 / 3	6 / 3	8 / 0	TBD
Trucks Leased / Owned	10 / 3	8 / 4	8 / 3	10 / 4
Days of Program	119	120	120	TBD
Total Containers Delivered	7,421	7,105	7,457	TBD
Containers Delivered per Day	62	59	62	≥72



Tiered Process: How it Works

- **“Early Bird” Customers:** Residents who were either on last year’s waitlist and did not receive a container, or who did not participate in last year’s program, will receive early/priority access to reserve a container before general reservations open (generally a two-day window)
- **“General Access” Customers:** All remaining eligible residents in the service area. After the “Early Bird” window closes, any open reservation spots are made available on a first-come, first-served basis to eligible residents, including those who previously had a container

Key Takeaways from Last Year:

- Starting mid-season last year, reservation slots began opening at 8:00am instead of midnight, and will continue the same this year.
- Because the volume is spread out over a tiered program, we are able to handle the call volume beginning at 8:00am each reservation opening day
- No need for three different tiers, narrowing the program to two tiers to allow “Early Bird” customers a longer amount of time to make their reservations
- Will explain how the program works in community newsletters and social media posts early on in the year

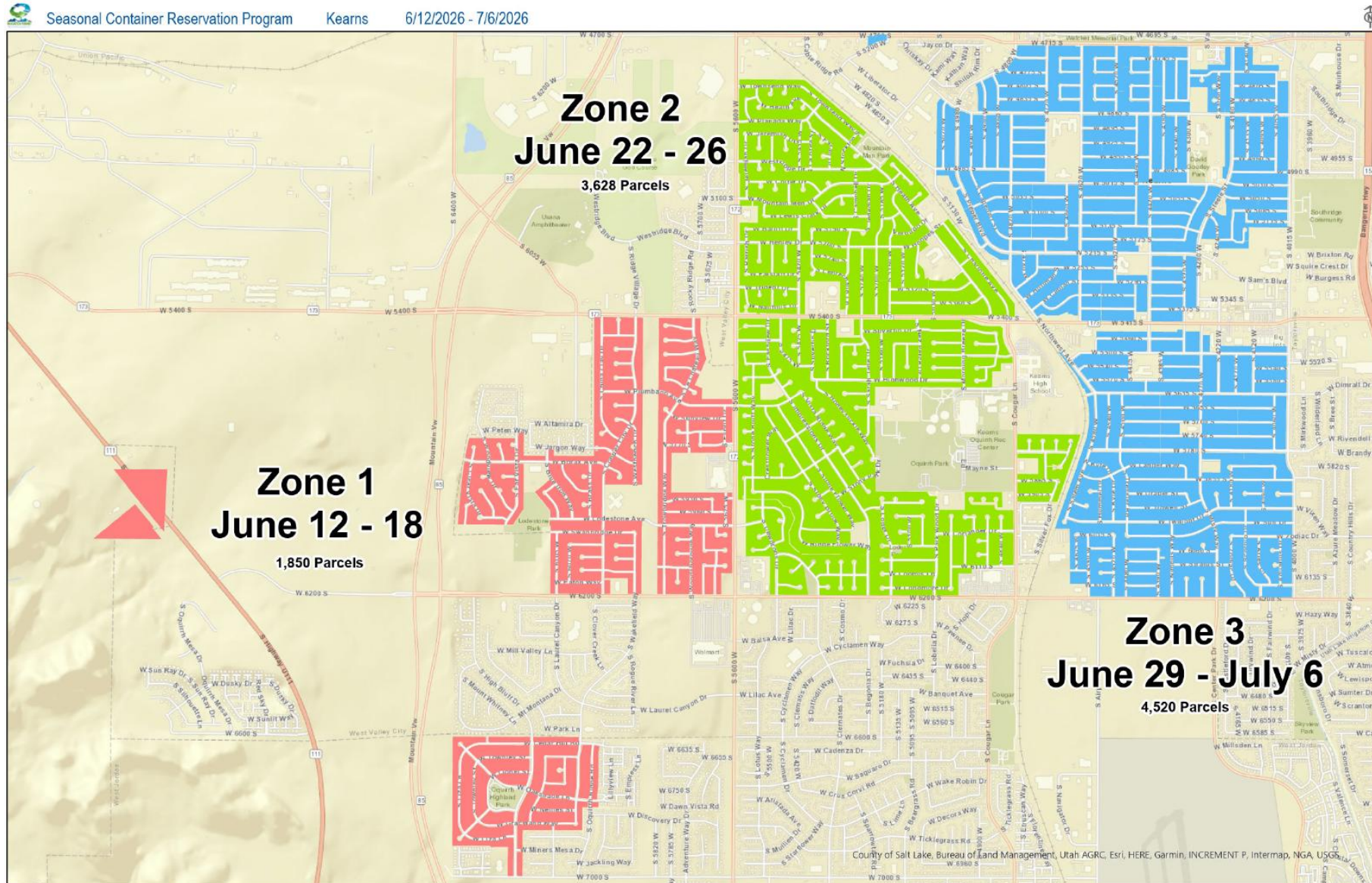
2025 SCRCP by City Detail



Municipality/Area	# of Homes in WFWRD	# of SCRCP Days	# of Reservation Spots Available	# of Additional Waitlist Requests	Total Tracked Requests ¹	# of Containers Delivered	% Waitlist Fulfilled	Containers Serviced as a % of WFWRD Homes	Total Tons Collected	Avg. Tons per Container
Holladay	9,083	17	1020	680	1,700	859	36%	9%	549.04	0.64
Murray	2,865					210		7%	133.59	
Cottonwood Heights	9,974	16	960	725	1,685	929	29%	9%	582.20	0.63
Willow Creek	500					55		11%	230.23	
Granite	435	3	180	141	196	40	45%	9%	30.30	0.76
Sandy Hills/Sandy City	1,323					118		9%	89.37	
Willow Canyon	248					36		15%	27.27	
4B Lane (6 homes)	5					2		40%	1.51	
White City	1,826	3	180	164	344	193	34%	11%	139.12	0.72
Herriman, So West	11,056	15	900	460	1,360	898	61%	8%	498.00	0.55
Copperton	285	5	300	7	307	25	100%	9%	13.86	0.55
Magna	7,982	11	660	465	1,125	662	23%	8%	583.08	0.88
Kearns	10,023	15	900	608	1,508	930	25%	9%	765.00	0.82
Taylorville	13,789	19	1140	895	2,035	1,194	13%	9%	1,130.83	0.95
Millcreek	15,742	21	1260	820	2,080	1,306	23%	8%	1,096	0.84
Totals or Avg.	85,136	120	7,500	4,965	12,340	7,457	29%	9%	5,869	0.79

In order of areas serviced

2026 Kearns Area SCRP Service Dates



2026 Supplemental Bulky Waste Offerings



Additional residential bulky waste drop-off (June 23-25: 8am-2pm)

- Up to 30 residential loads per hour – [online reservations at WFWRDUTAH.gov](https://www.wfwr.gov)
- Staffed and coordinated by WFWRD

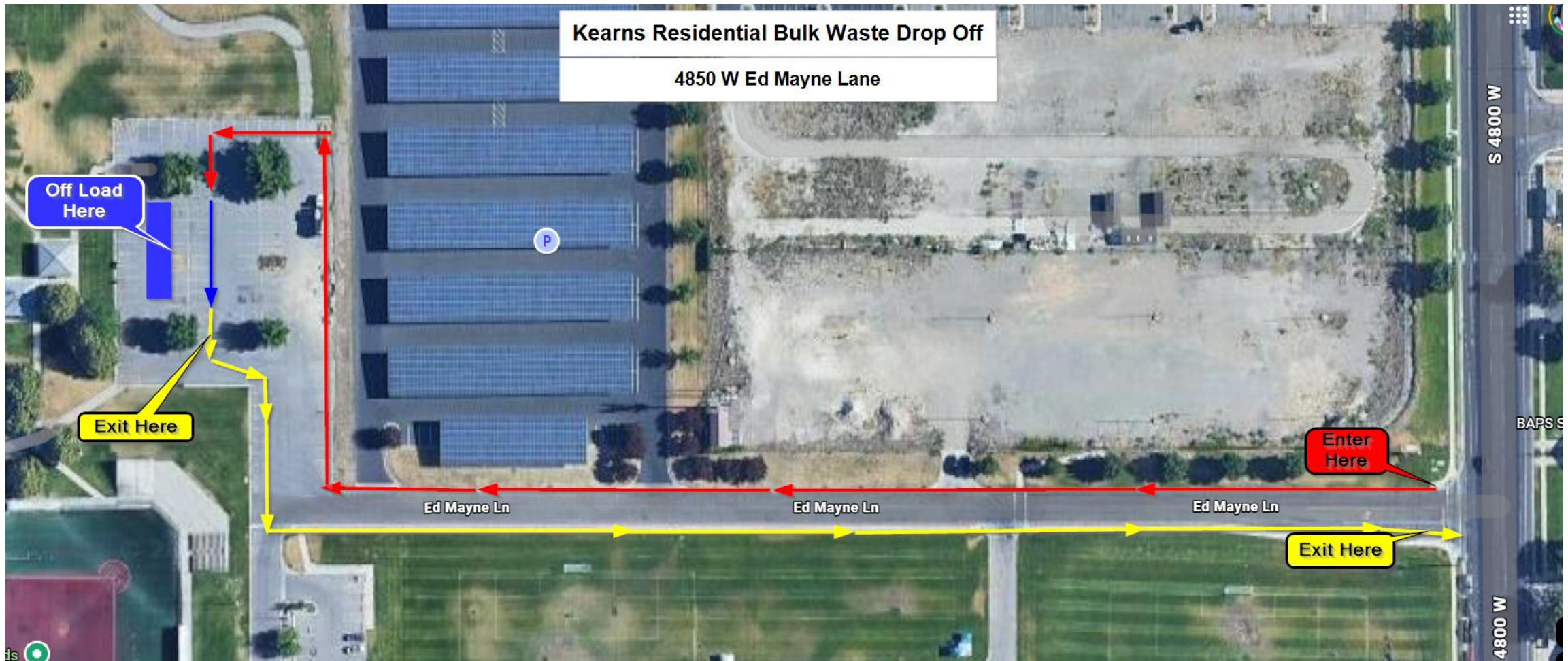


2026 Supplemental Bulky Waste Offerings



Logistics for additional residential bulky waste drop-off (June 23-25: 8am-2pm)

- Up to 30 residential loads per hour – [online reservations at WFWRDUTAH.gov](https://www.wfwr.utah.gov)
- Staffed and coordinated by WFWRD



NEW SERVICE OFFERINGS FROM WFWRD

Specialty Curbside Collection Services (Residential Only)

Base Pickup Rate - Specialty Collections

Beginning May 1st, 2026



Valley (In-District):
per household
\$20.00



Canyon Communities (In-District):
per household
\$30.00



Valley (Out-of-District):
per household
\$40.00

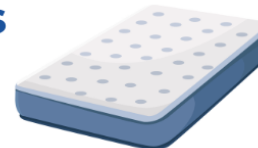
Tires

No Rim **\$5.00** each
With Rim **\$6.00** each



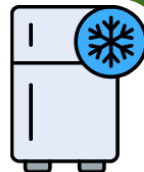
Mattresses

\$20.00 each



Appliances

Freon-Containing
\$25.00 each



Appliances

Non-Freon-Containing
\$10.00 each



Forget to set out your
can or need an extra
pickup?

We've got you
covered!

\$25.00 per trip

Service for In-District
Residents Only.
Base pickup rate
does not apply for
this service.



AVAILABLE NOW!

By request, subject to
availability and geographic
location.



(385) 468-6325



WWW.WFWRDUTAH.GOV



WASATCH FRONT
Waste & Recycling District

2027 Bulky Waste Considerations

- **WFWRD is in the preliminary stages of evaluating a curbside bulky waste model**
 - Would eliminate the need for containers and individual deliveries to/from the landfill/transfer station
 - Average tons/container in 2025 was 0.79 with 7,457 individual hauls to a disposal/transfer facility
 - Rear load trucks can haul a capacity of up to 9.0 tons per load
 - If rear loads were used in 2025 with a maximum payload of ~9.0 tons, the **number of hauls would have been reduced from 7,457 to 655**, significantly reducing mileage/fuel, driver time, and repair and maintenance costs
 - A curbside program would utilize a rear load truck, front-end loader, and a laborer/helper
 - Two crews on rotation would significantly increase capacity and frequency of service
 - Would reduce the reliance of seasonal drivers
 - Would eliminate the need to lease hook lift trucks from the County (10 in 2026)
 - Would reduce repair, maintenance, and fuel costs (28,000 miles driven in 2025)
 - What would we need?
 - Support from partner cities and code compliance departments
 - Large-scale education and outreach campaign
 - Existing SCRP containers could be used as a fee-based service for construction and demolition debris, remodels, roofing replacements, etc.





Acceptable & Prohibited Materials

- **Non-WFWRD bulky waste programs do not accept a variety of materials being accepted via SCRPs:**
 - Construction and demolition debris
 - Rocks, sod, dirt, cinderblocks, and other heavy weight materials
 - Asphalt shingles, roofing replacement materials, contractor/home renovation waste
- **In 2026, WFWRD has updated its SCRPs agreement to explicitly prohibit the following materials (potential assessments):**
 - Tires (of any size or quantity)
 - Hazardous, radioactive, toxic, or other regulated wastes, including but not limited to asbestos, solvents, paints, hydrocarbons, antifreeze, pesticides, herbicides, propane tanks, gasoline, freon, batteries, fuel/oil products of any kind, compressed gases, polychlorinated biphenyls (PCBs), mercury or mercury containing devices, uranium mill tailings, and biohazardous or infectious laboratory/medical waste
 - Materials contaminated with or used in the production of methamphetamines
 - Ammunition, firearms, or explosives
 - Engines, transmissions, or other items that may pose risks to human health and the environment (e.g., catalytic converters, lead acid batteries, and lithium batteries, including electric vehicle batteries)
 - Barrels, drums, or containers over five (5) gallons in capacity unless they have been completely emptied, had the top removed, been cut or punctured to render them unusable, and contain no residue
 - Freon or freon-containing appliances
 - Animal carcasses and human excrement, remains, or body parts
 - Materials containing free liquids as defined in 40 CFR 260.10
 - Materials generated by commercial, contractor, or industrial activities
 - Materials that attract, generate, or harbor vermin or rodents, present conditions that are harmful to public health, or that create a fire hazard, safety hazard, odor, or nuisance

Upcoming Items & Initiatives

- **Transition to new payment services platform (May 2026)**
 - Simple and secure payments
 - Online, in-person, phone (IVR), automatic payments, etc.
 - Paperless and autopay customers will need to register an account
 - Customers with emails on file will receive a notice with a link to register an account (noreply+wasatch-fwr-district@paydici.com)
- **Transition to postcard billing (June 2026)**
 - Reduced printing and mailing costs (\$200k annually)
 - Paperless, e-bills are strongly encouraged
- **Board of Trustees Strategic Planning Retreat (April 27)**
- **Line-of-Service Financial Assessment by Geographic Service Area**
 - WFWRD service areas are not all the same (density, needs, wants)
 - Considerations for differing service levels (weekly v. biweekly recycling)
- **Continued bulky waste program improvement analysis**
- **Curbside Glass recycling subscription service pending for Kearns & Magna (estimated Summer 2026)**
 - Administered by WFWRD – services provided by Momentum Recycling

FAST • SIMPLE • SAFE

We've partnered with a third-party service to bring you a faster, simpler way to pay. Securely manage your utility bills and payments through one easy-to-use account with flexible online options. It's bill management made easy—and always secure.

paymybill.link/wasatch

- Secure Payments
- Set Up Auto Pay
- Schedule Payments
- Paperless Billing
- Upfront Fee Transparency
- View Account History
- Text/Email Notifications
- Store Payment Methods

VISA Mastercard AMEX Discover echeck Apple Pay Google Pay

point&pay by Hornt

Recycle Can Guide

Recyclables must be empty, clean, and dry. **NO BAGS!**



Accepted Items

Plastic Bottles & Jugs (Leave lids on bottles)



Plastic Tubs & Plastic Jars



Paper Clean office paper, mail and newsprint. (NO paper plates/cups, or paper towels/tissues)



Cardboard & Paperboard



Metal Cans



Aluminum, tin, and empty aerosol cans

Make sure your recycling can lid closes completely. Break down cardboard boxes to fit inside the container and help prevent service interruptions.

Hard to Recycle Materials

Do you have a hard to recycle item? Scan this QR code to see drop off locations for hard to recycle materials!



Not Accepted Items



Styrofoam



Electronics*



Glass*



Scrap Metal*



Clothing and Shoes*



Plastic bags/film* (No bagged recyclables)



Bulk Rigid Plastic*



Yard Waste*



Tanglers



Food Waste*

* Items may be recycled/reused via other programs in your area. Scan the "Hard to Recycle" QR code for resources

Green Waste Can Guide



Accepted Items



Weeds and lawn clippings



Sticks and branches



Tea bags & coffee grounds (NO COFFEE FILTERS)



Leaves (NO BAGS)



Eggshells



Fruits and vegetables (Please remove stickers)

Accepted items are delivered to Salt Lake Valley Landfill where they are turned into nutrient-rich compost!

- Items not listed should be discarded or recycled separately.
- Keep all items loose – do not bag or tie any material in bundles.
- Make sure the lid closes completely, and cut down branches to fit inside.

Not Accepted Items



Compostable or biodegradable packaging



Animal Waste



Paper and cardboard products



Meat or Dairy Products



Bagged items



Sod, dirt or rocks



Construction wood or lumber



Trash

Thank You!



Questions?



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