

PATROL ACTIVITY REPORT / MAY 2026 / COPPERTON CITY
(ZONES 21)

	<u>2025</u>	<u>2026</u>											
	M	J	F	M	A	M	J	J	A	S	O	N	D
Total Calls	23	14	15	10	22	22							
Total No Cases (Cleared By)	6	N/A	N/A	N/A	N/A	N/A							
Total Cases (GO)	12	6	2	5	9	8							
Calls Per Officer	8	5	5	3	7	7							
Patrol Allocations	3	3	3	3	3	3							

	M	J	F	M	A	M	J	J	A	S	O	N	D
ARSON													
ASSAULT	1				1								
BURGLARY						1							
BURGLARY ALARM													
CIVIL RIGHTS													
CONSERVATION					1								
CRIMES AGNST PER													
DAMAGED PROP	1												
DRUG COURT													
DRUGS	1			1									
ESCAPE													
EXTORTION													
FAMILY OFFENSE	1	1		2	2								
FORGERY													
FRAUD	1	1			1	3							
HEALTH/SAFETY													
HOMICIDE													
INV OF PRIVACY	1												
KIDNAP													
LARCENY		1											
LIQUOR													
MORALS													
OBST JUDICIAL													
OBST POLICE													
PROPERTY CRIME													
PROSTITUTION													
PROACTIVE ENF													
PUBLIC ORDER	3	2		2	1								
PUBLIC PEACE		1	1		3	3							
ROBBERY													
ROBBERY ALARM													
RUNAWAY													
SEXUAL ASLT													
SEXUAL EXPLOIT													
SEXUAL OFFENSE													
STOLEN PROP													
STOLEN VEHICLE	1												
TRAFFIC	1		1			1							
WEAPON OFFENSE	1												
BLANK (NO NCIC)													
TOTAL	12	6	2	5	9	8	0	0	0	0	0	0	0

	M	J	F	M	A	M	J	J	A	S	O	N	D
Booking Arrests	1	-	-	-	-	-							
Citations	1	1	-	1	-	-							

RESPONSE TIME REPORT / MAY 2026 / COPPERTON CITY
(ZONES 21)

	<u>2025</u>	<u>2026</u>											
	M	J	F	M	A	M	J	J	A	S	O	N	D
Priority 1 Response	13	-	-	9	11*	-							
Priority 2 Response	17	7	9	16*	11	-							
Priority 3 Response	11	11	16*	20**	13	19*							

*Worst Cases: 26-46573, 26-39575, 26-43964

**INVESTIGATIONS REGIONAL
(VCU, SVU, CAR, FORENSICS, DV, FRAUD)**

MAY 2026

VCU:

TOTAL ACTIVE CASES	169
NEW	-
<i>Homicide / Suspicious Death</i>	-
<i>Death Investigation</i>	-
<i>Felony Assaults</i>	-
<i>Misd Assault / Threats</i>	-
<i>Kidnapping</i>	-
<i>Robbery</i>	-
<i>Misc / Stalking</i>	-

SVU:

TOTAL ACTIVE CASES	110
NEW	-
<i>Child Sex Abuse</i>	-
<i>Adult Sex Assault</i>	-
<i>Child Physical Abuse</i>	-
<i>Elderly Vulnerable Abuse</i>	-
<i>CANR</i>	-
<i>Child Porn</i>	-
<i>Other Case</i>	-
<i>Missing</i>	-
<i>Runaway</i>	-

CAR:

TOTAL CALL OUTS	7
NEW	-

FORENSICS:

TOTAL CALL OUTS	91
NEW	-
<i>Blood Draw</i>	-
<i>Lab Work</i>	-
<i>Scene Response</i>	-
<i>Search Warrant</i>	-
<i>Major Case Processing</i>	-
<i>Consultation / Prep</i>	-

**INVESTIGATIONS REGIONAL
(VCU, SVU, CAR, FORENSICS, DV, FRAUD)**

MAY 2026

DV:

TOTAL ACTIVE CASES	140
NEW	-

FRAUD:

TOTAL ACTIVE CASES	77
NEW	3

**SPECIAL OPS
(SWAT, K-9, DRONES)**

MAY 2026

SWAT

NEW -

K-9 DEPLOYMENTS

NEW -

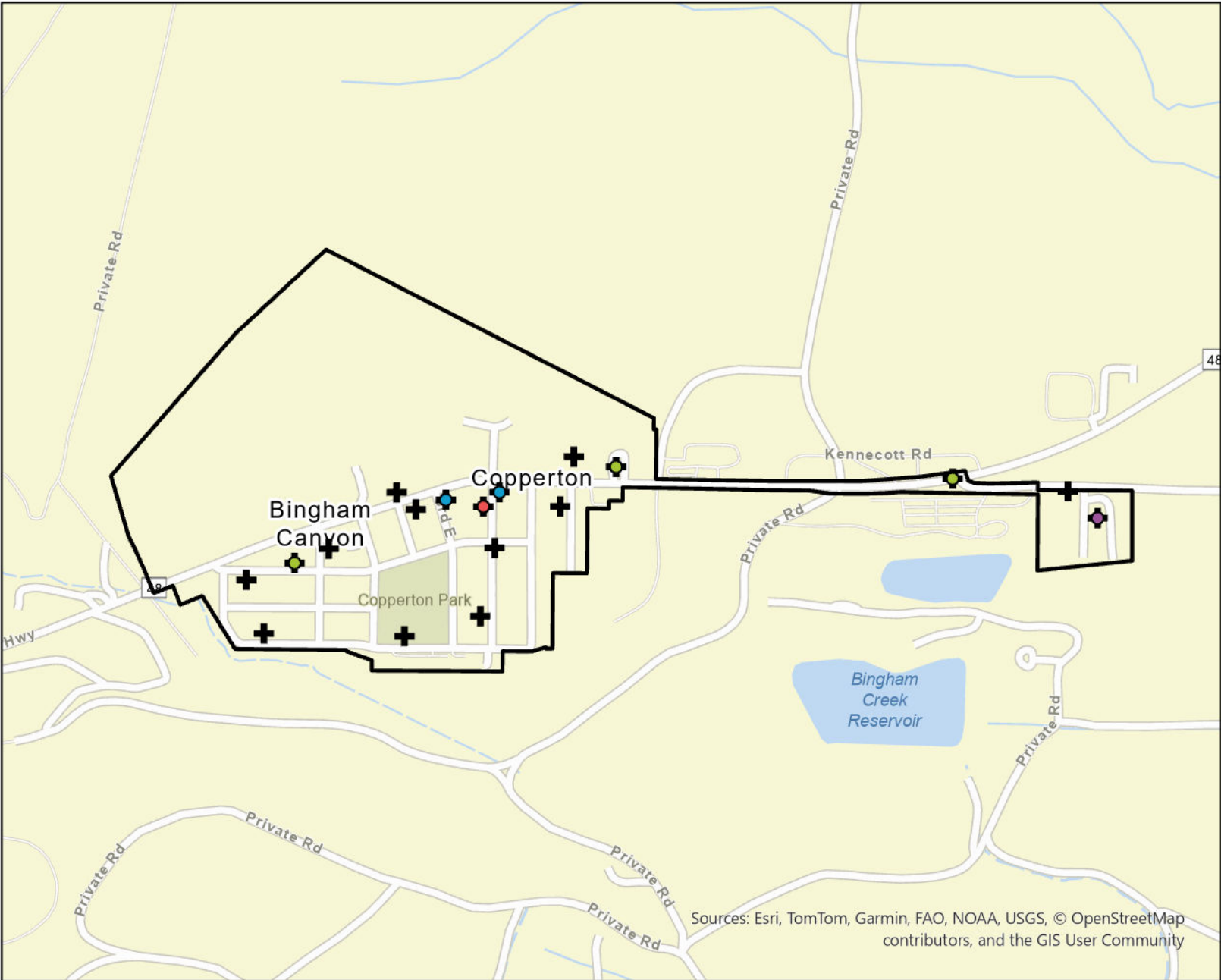
DRONES

OPS -

HOURS -

COPPERTON

MAY 2026



Total = 8

- BURGLARY (1)
- FRAUD (3)
- PUBLIC PEACE (3)
- TRAFFIC (1)
- ✚ Total Calls = 22



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

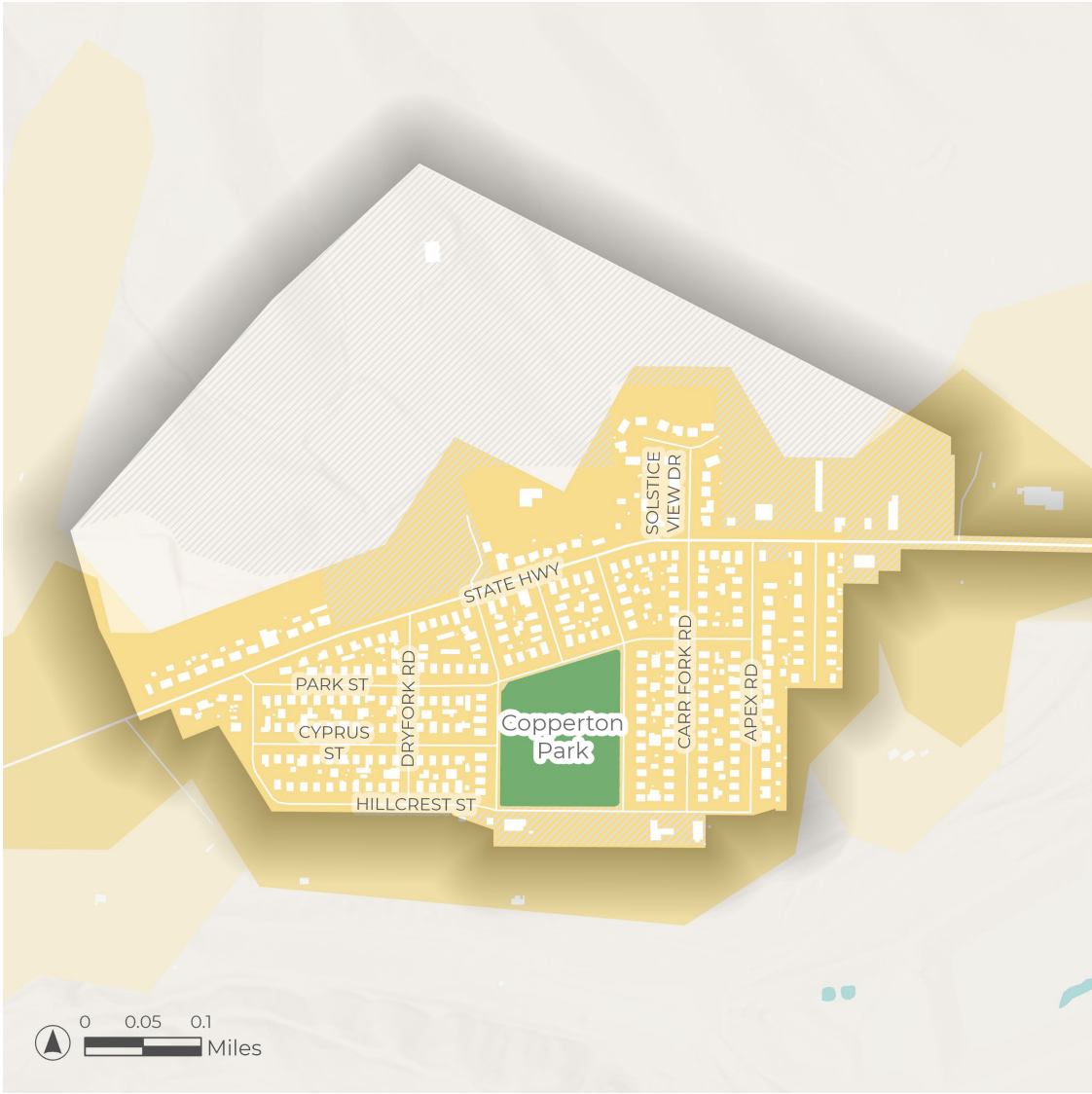
Copperton Parks Plan

Council Work Session

June 17, 2026

Copperton

10 Minute Walk + 1 Mile Driving Distance



COPPERTON

MAP X.X | 10-MINUTE WALKSHED ANALYSIS + DISTANCE ANALYSIS

COPPERTON PARKS

- City Park
- Water
- Non-Residential Land-Uses*
- Copperton Walkshed
- Community Park (1-Mile Driving Distance)

* MSD Future Land Use Map

- Mid-growth scenario
- Higher LOS



- Low growth scenario
 - Higher LOS
- 2020-2025 Estimates*



- High Growth Scenario
 - Lower LOS
- 2010-2014 Estimates*



Stable population – may increase with annexation

LOS CALCULATIONS - COPPERTON 2025	
ACRES	
Existing Acres	
MSD Park Acres Used for LOS	10
TAZ PROJECTIONS	
Population Projection	1,054
AAGR	-0.1%
MSD LOS	9.5
LDI_GARDNER PROJECTIONS	
Population Projection	789
AAGR	-1.0%
2025 EXISTING LOS	
MSD LOS	12.7
LDI_US CENSUS PROJECTIONS	
Population Projection	1,091
AAGR	2.9%
2025 EXISTING LOS	
MSD LOS	9.2

LOS CALCULATIONS - COPPERTON 2035	
ACRES	
MSD Park Acres Used for LOS	10
TAZ PROJECTIONS	
Population Projection	1,037
AAGR	-0.1%
MSD LOS	9.6
LDI_GARDNER PROJECTIONS	
Population Projection	715
AAGR	-1.0%
MSD LOS	14.0
LDI_US CENSUS PROJECTIONS	
Population Projection	1,452
AAGR	2.9%
MSD LOS	6.9

LOS CALCULATIONS - COPPERTON 2050	
ACRES	
MSD Park Acres Used for LOS	10
TAZ PROJECTIONS	
Population Projection	1,039
AAGR	-0.1%
MSD LOS	9.6
LDI_GARDNER PROJECTIONS	
Population Projection	610
AAGR	-1.0%
MSD LOS	16.4
LDI_US CENSUS PROJECTIONS	
Population Projection	2,229
AAGR	2.9%
MSD LOS	4.5

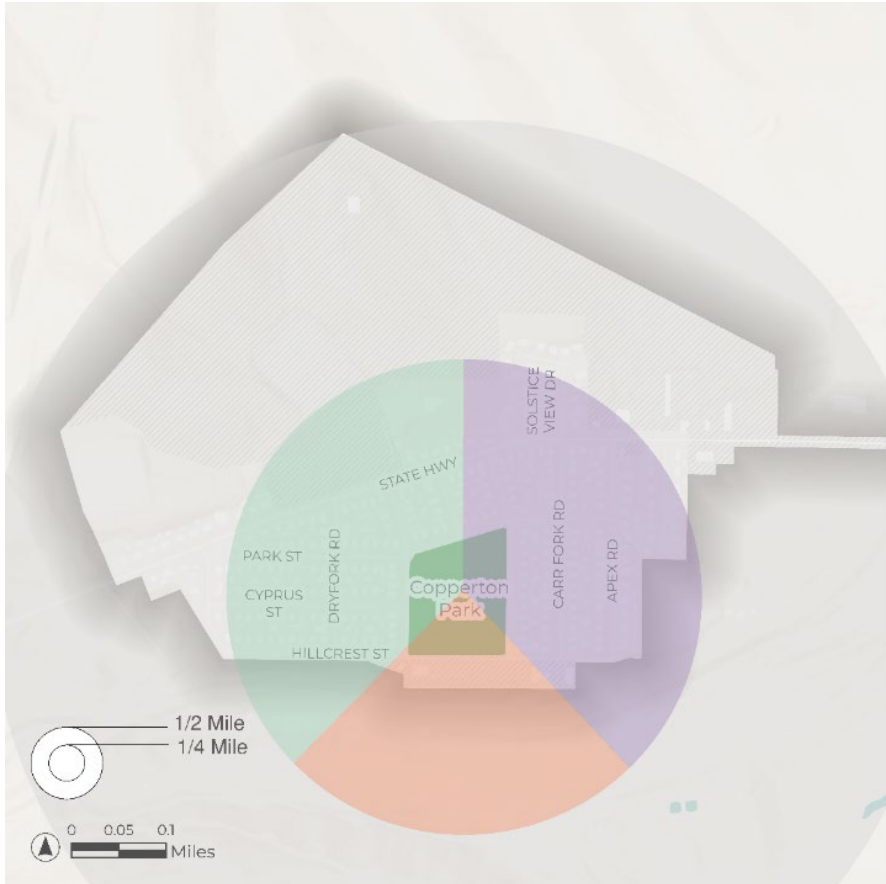
2020 General Plan - The population is predicted to change at an annual rate of 0.96 percent between 2018 and 2023 (the national rate is 0.83 percent), leading to a 2023 population of 948 (ESRI, 2018).
 TAZ and Gardner lower estimates

COPPERTON

MAP X.X | Sports Courts Amenity Analysis

COPPERTON PARKS

- Water
- City Park
- Non-Residential Land-Uses
- Basketball
- Pickleball
- Tennis

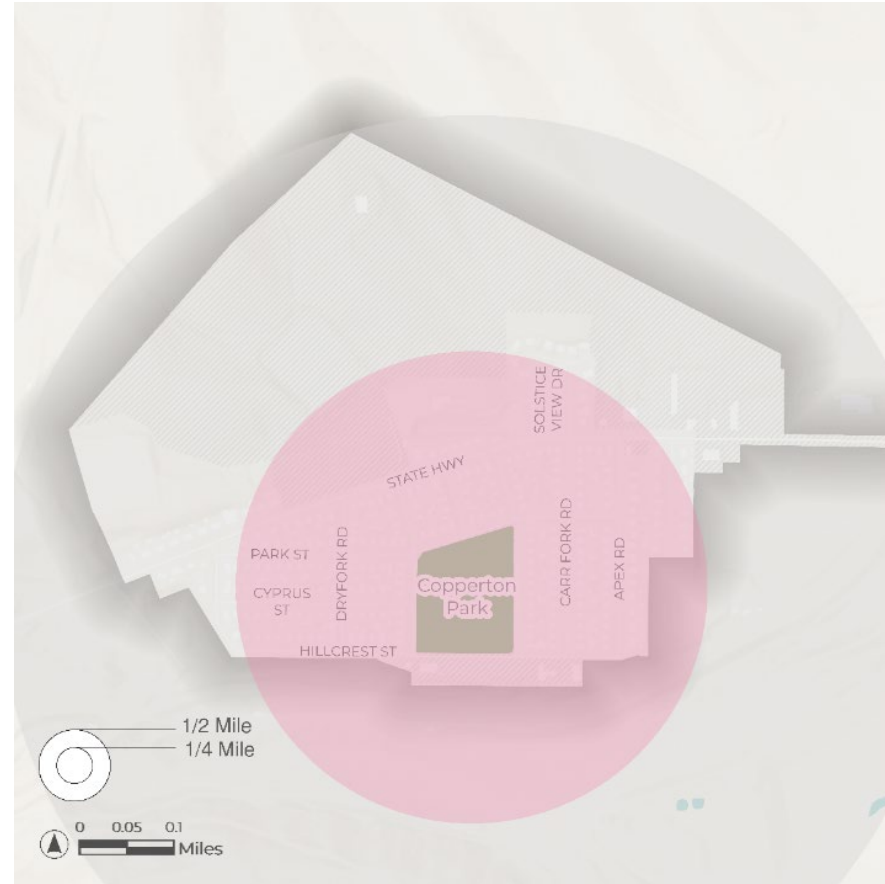


COPPERTON

MAP X.X | Playground Amenity Analysis

COPPERTON PARKS

- Water
- City Park
- Non-Residential Land-Uses
- Playgrounds



Copperton Park Condition Assessment

Copperton Park received a total rating of **2.0/Good**.

Pickleball, tennis, playground swing and spinning seat were rated the highest while **jungle gym, playground slide and sign** were rated the lowest.

Bathroom	Picnic Tables	Large Pavilion	Benches	Light Pole	Drinking Fountain	Outdoor Game	Basketball	Pickleball	Tennis	Jungle Gym	Swing	Slide	Spinning Seat	Tires	Playground Sign	Roller Hockey Rink	Memorial Plaque	Park Sign
2	1.8	2	2.4	2	2	2	2	3	2.5	1	3	0	3	2	1	2	2	1.8
Good	Good	Good	Good	Good	Good	Good	Good	Excellent	Good/ Excellent	Fair	Excellent	Poor	Excellent	Good	Fair	Good	Good	Good

Initial Findings/Thoughts

- Copperton is generally well-provisioned for its parks today – future potential growth is the primary factor for possible change
- If parks were to be expanded, a formal sports field and/or specialty features such as a splash pad or dog park may be desirable
- A focus of the plan may be on modest updates to Copperton Park to improve aged play equipment and replace tree canopy

Discussion

- Community-wide, what priorities do you want to focus on?
 - Is expanding parks/amenity sites a priority?

Copperton Park

- What role should Copperton Park play over the next 10-20 years? How does the park support broader community goals?
- What aspects of Copperton Park are most valued and should be preserved?
- Who is currently using the park, and who is underserved?
- What recreational activities should be expanded, reduced, or introduced? Which would have the greatest impact?

Discussion

Bingham Cemetery

- What goals do you have for the Bingham Cemetery?
- What are the common issues you've heard regarding the cemetery?
- What amenities are commonly requested or missing? How can we accommodate them?

COPPERTON TOWN COUNCIL

RESOLUTION NO.: R2026-08

DATE: June 17, 2026

**A RESOLUTION AMENDING THE 2025-2026 FISCAL YEAR BUDGET FOR THE
TOWN OF COPPERTON**

RECITALS

WHEREAS, the Town of (“**Copperton**”) is a municipality and political subdivision of the state of Utah; and

WHEREAS, the Copperton Town Council (“**Council**”) desires to amend Copperton’s fiscal year 2025-2026 budget to increase certain fund balances.

WHEREAS, after conducting a duly noticed public hearing on June 8, 2026, to solicit public comment on the proposed amendments, the Council desires to adopt the amendments attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Copperton Town Council that:

1. Pursuant to Utah Code § 10-5-108, the Council adopts the attached amendments to the Copperton fiscal year 2025-2026 budget.
2. Copperton staff are authorized and directed to file a certified copy of the amended fiscal year 2025-2026 budget with the Utah State Auditor within thirty (30) days of the date of this ordinance pursuant to Utah Code § 10-5-109.
3. Copperton staff shall file a certified copy of the amended fiscal year 2025-2026 budget with the Copperton Town Clerk and such budget shall be made available to the public pursuant to Utah Code § 10-5-110.
4. This resolution shall take effect immediately.

[Execution on following page]

ADOPTED AND APPROVED at a duly called meeting of the Copperton Town Council on this 17th day of June 2026.

TOWN OF COPPERTON

By: _____
Sean Clayton, Mayor

ATTEST

Dian Baun, Town Clerk

VOTING:

Council Member Bailey	voting	_____
Council Member Clayton	voting	_____
Council Member Olsen	voting	_____
Council Member Pratt	voting	_____
Council Member Stitzer	voting	_____

Greater Salt Lake Municipal Services District
 Budgeting Worksheet FY 2026
 Copperton



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
Change In Net Position							
Revenue:							
Sales taxes							
3100.300 Sales Tax	105,000	74,242	105,000	39,555	160,000	160,000	
Total Sales taxes	105,000	74,242	105,000	39,555	160,000	160,000	
Total Taxes	105,000	74,242	105,000	39,555	160,000	160,000	
Intergovernmental revenue							
Intergovernmental Other							
3100.320 Grants-	-	-	-	-	-	-	
3100.350 SB 136 Sales Tax	10,000	7,019	10,000	3,876	16,000	16,000	
Total Intergovernmental Other	10,000	7,019	10,000	3,876	16,000	16,000	
B&C Road Fund Allotment							
3100.560 B&C Road Fund Allotment	35,000	20,004	35,000	7,670	40,000	40,000	
Total B&C Road Fund Allotment	35,000	20,004	35,000	7,670	40,000	40,000	
CARES Act							
3100.321 Grants-CARES	-	-	-	-	-	-	
3100.322 ARPA Funding	-	-	98,823	-	-	-	
3100.323 Grants-ARPA	-	-	-	-	-	-	
Total CARES Act	-	-	98,823	-	-	-	
Total Intergovernmental revenue	45,000	27,023	143,823	11,546	56,000	56,000	
Licenses and permits							
Building permits							
3100.260 Building Permit	4,000	4,411	4,000	2,077	10,000	10,000	
Total Building permits	4,000	4,411	4,000	2,077	10,000	10,000	
Other license and permits							
3100.264 Zoning-Land Use Permit	150	-	150	-	-	-	
Total Other license and permits	150	-	150	-	-	-	
Total Licenses and permits	4,150	4,411	4,150	2,077	10,000	10,000	
Charges for services							
Charges other							
3100.420 Engineering Services	700	293	700	-	-	-	
3100.450 Planning Services	-	-	-	1,990	5,000	5,000	

Greater Salt Lake Municipal Services District
 Budgeting Worksheet FY 2026
 Copperton



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
Total Charges other	700	293	700	1,990	5,000	5,000	
Total Charges for services	700	293	700	1,990	5,000	5,000	
Fines and forfeitures							
Code enforcement fines and fees							
3100.240 Code Enforcement Fines and Fees	3,700	-	3,700	-	-	-	
Total Code enforcement fines and fees	3,700	-	3,700	-	-	-	
Justice court fines/forfeitures							
3100.500 Justice Court Fines/Forfeitures	-	3,361	-	1,426	6,000	6,000	
3100.501 Park Fees Collected	-	-	-	-	-	-	
Total Justice court fines/forfeitures	-	3,360.76	-	1,425.57	6,000	6,000	
Total Fines and forfeitures	3,700	3,361	3,700	1,426	6,000	6,000	
Interest							
3600.100 Interest Earnings	1,500	6,850	1,500	3,712	6,500	6,500	
Total Interest	1,500	6,850	1,500	3,712	6,500	6,500	
Miscellaneous revenue							
Miscellaneous other							
3600.900 Other Revenue	-	464	-	61	-	-	
Total Miscellaneous other	-	464	-	61	-	-	
Total Miscellaneous revenue	-	464	-	61	-	-	
Contributions and transfers							
3800.100 Contribution from GF	181,000	90,500	169,761	169,761	282,347	282,347	
Total Contributions and transfers	181,000	90,500	169,761	169,761	282,347	282,347	
Total Revenue:	341,050	207,143	428,634	230,127	525,847	525,847	
Expenditures:							
Administration							
4100.100 Wages	73,000	30,655	73,000	20,437	60,000	60,000	
4100.130 Employee Benefits	-	-	-	-	-	-	
4100.150 Social Security Tax	-	1,901	-	1,267	3,000	3,000	
4100.160 Medicare	-	444	-	296	1,000	1,000	
4100.200 Awards, Promotional & Meals	-	400	-	-	1,000	1,000	
4100.210 Subscriptions/Memberships	100	500	100	2,028	4,000	4,000	

Greater Salt Lake Municipal Services District
 Budgeting Worksheet FY 2026
 Copperton



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
4100.220 Printing/Publications	500	-	500	-	500	500	
4100.230 Travel/Mileage	1,200	-	1,200	-	500	500	
4100.240 Office Expense and Supplies	200	293	200	-	200	200	
4100.250 Vehicle & Equip Supplies and Mainte	-	-	-	-	-	-	
4100.255 Computer Equip/software	-	-	-	-	-	-	
4100.280 Cell phone and Telephone	1,800	527	1,800	263	1,200	1,200	
4100.310 Attorney-Civil	40,000	18,936	40,000	6,833	40,000	40,000	
4100.330 Training and Seminars	-	-	-	-	-	-	
4100.360 Web Page Development/Maintenan	-	628	1,300	-	1,200	1,200	
4100.370 Software/Streaming	1,300	1,001	-	2,149	2,100	2,100	
4100.380 Internet Connections	-	-	1,200	-	1,000	1,000	
4100.390 Payroll Processing fees	1,200	604	900	353	1,200	1,200	
4100.410 Communications	900	-	-	-	-	-	
4100.420 Contributions/Special Events	4,200	2,500	5,361	-	20,000	20,000	
4100.510 Insurance	8,200	-	8,200	8,512	12,000	12,000	Added \$3,000 for crime insurance which will require property insurance coverage
4100.520 Workers Comp Insurance	2,700	866	2,700	-	1,000	1,000	
4100.590 Postage	100	77	100	68	300	300	
4100.600 Professional and Technical	12,000	-	12,000	-	2,000	2,000	
4100.625 UFA Emergency Services	12,000	3,859	-	-			Paid out of the General Fund, budget not needed here
4100.635 Election support services (new)	-	-	-	-	6,447	6,447	Election cost estimate. None of our cities/towns have chosen ranked choice voting.
4100.650 SL (Client) County Support Services	20,000	2,394	20,000	157			
4100.750 Non-Cap Improvements	400	-	-	-	-	-	
4100.850 Beer Funds	-	-	-	-	-	-	
4100.860 Non-Classified Expenses	-	-	-	-	1,000	1,000	
					100,000	100,000	For park sprinklers, trees and etc.
					20,000	20,000	For 100-yr celebration
4100.870 Rent	1,200	5,400	1,200	-	2,700	2,700	
4100.900 Sundry Charges	-	0	-	-			
Total Administration	181,000	70,985	169,761	42,362	282,347	282,347	
COVID Related Expenses							
4100.241 COVID Expense and Supplies	-	-	-	-	-	-	
4100.242 CARES 2 Expense and Supplies	-	-	-	-	-	-	
4100.242 ARPA Expense	-	-	98,823	-	-	-	
4100.315 Legal Fees COVID19	-	-	-	-	-	-	
Total COVID Related Expenses	-	-	98,823	-	-	-	

Transfers

Greater Salt Lake Municipal Services District
 Budgeting Worksheet FY 2026
 Copperton



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
4100.928 Contribution to General Fund	160,050	116,643	160,050	59,886	243,500	243,500	
4100.930 Trans to Capital Fund	-	-	-	-	-	-	
4100.940 Trans to Capital Fund-Council Design	-	-	-	-	-	-	
Total Transfers	160,050	116,643	160,050	59,886	243,500	243,500	
Total Expenditures:	341,050	187,628	428,634	102,248	525,847	525,847	
Total Change In Net Position	-	19,515	-	127,879	-	-	



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
31 Copperton Cemetery							
	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
Change In Net Position							
Revenue:							
Charges for services							
Charges other							
3600.87 Donations						50,000	donation from Kennecott
3600.200 Sale of Lots	2,000	-	2,000	-	2,000	2,000	
3600.300 Grave Opening Revenues	5,000	-	5,000	2,150	5,000	5,000	
Total Charges other	7,000	-	7,000	2,150	7,000	57,000	
Total Charges for services	7,000	-	7,000	2,150	7,000	57,000	
Interest							
3600.100 Interest	1	15	1	272	500	500	
Total Interest	1	15	1	272	500	500	
Miscellaneous revenue							
Miscellaneous other							
3600.400 Other Cemetery Revenues	3,000	-	3,000	-	-	-	
3600.900 Other Revenues	-	-	-	-	-	-	
Total Miscellaneous other	3,000	-	3,000	-	-	-	
Total Revenue:	10,001	15	10,001	2,422	7,500	57,500	
Expenditures:							
Administration							
4100.100 Grave opening expenses	5,000	-	5,000	-	5,000	5,000	
4100.240 Office Expense and Supplies	-	58	-	-	-	-	
4100.250 Vehicle & Equip Supplies and Maintenance	-	-	3,000	745	-	-	
4100.600 Professional and Technical	-	-	-	-	2,500	52,500	donation funds available for use by the Cemetery
Total Administration	5,000	58	8,000	745	7,500	57,500	
Transfers							
4950.100 Contribution to Fund Balance	2,001	-	2,001	-	-	-	
Total Transfers	2,001	-	2,001	-	-	-	



	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
Total Expenditures:	7,001	58	10,001	745	7,500	57,500	
Total Change In Net Position	3,000	(43)	-	1,677	-	-	

32 Copperton Beer Tax Special Fund

Change In Net Position

Revenue:

State liquor fund

3100.580 State Liquor Fund Allotment

-	-	-	1,020	600
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Revenue comes from the Liquor/Beer fund

Total State liquor fund

Total Revenue:

-	-	-	1,020	600
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Expenditures:

Administration

4100.850 Beer Funds

-	-	-	-	600
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Total Administration

-	-	-	-	600
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Total Expenditures:

-	-	-	-	600
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Total Change In Net Position

-	-	-	1,020	-
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	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	FY 2026 Amended Budget	Budgeting Notes
35 Copperton Council Designated Fund							
	2024 Budget	2024 Actuals	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget		Budgeting Notes
Change In Net Position							
Revenue:							
Interest (CARES2)			-	643	1,000		
Total Intergovernmental Other	-	-	-	643	1,000		
Total Revenue:	-	-	-	643	1,000		
Expenditures:							
Administration	-	-	-	-	-		
Council Designated	-	-	-	-	-		
Total Expenditures:	-	-	-	-	-		
Total Change In Net Position	-	-	-	643	1,000		

COPPERTON TOWN COUNCIL

ORDINANCE # 2026-O-03

DATE: June 17, 2026

**AN ORDINANCE ADOPTING THE TOWN OF COPPERTON 2026-2027 FISCAL
YEAR BUDGET**

RECITALS

WHEREAS, the Town of Copperton (“**Copperton**”) is a municipality and political subdivision of the state of Utah; and

WHEREAS, Utah Code § 10-6-105 requires Copperton to operate on a fiscal year beginning on July 1 and ending on June 30 of each year for budgeting purposes; and

WHEREAS, on May 20, 2026, the Copperton Town Council (“**Council**”) adopted a tentative budget for the 2026-2027 fiscal year and scheduled a public hearing on June 17, 2026, to solicit public comment on the same; and

WHEREAS, after providing notice of the public hearing pursuant to Utah Code § 10-6-113 and holding the public hearing pursuant to Utah Code § 10-6-114, the Council desires to adopt the 2026-2027 fiscal year budget.

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

1. Pursuant to Utah Code § 10-6-118, the Council adopts and certifies the attached budget as Copperton’s final budget for the 2026-2027 fiscal year.
2. Copperton staff are authorized and directed to file a certified copy of the final budget with the Utah State Auditor within ten (10) days of the date of this ordinance pursuant to Utah Code § 10-6-105.
3. Copperton staff shall file a certified copy of the final budget with the Copperton Clerk and such budget shall be made available to the public pursuant to Utah Code § 10-6-119.
4. This ordinance shall take effect as soon as it is posted pursuant to Utah Code §10-3-711, deposited, and recorded in the office of the Clerk for the Town of Copperton, provided that the fee schedule shall take effect on July 1, 2026.

[execution on following page]

ADOPTED AND APPROVED at a duly called meeting of the Copperton Town Council on this 17th day of June 2026.

COPPERTON TOWN COUNCIL

By: _____
Sean Clayton, Mayor

ATTEST:

By: _____
Diana Baun, Town Clerk

COPPERTON TOWN COUNCIL VOTE:

VOTING:

Council Member Bailey	_____
Council Member McCalmon	_____
Council Member Pratt	_____
Council Member Stitzer	_____
Mayor Clayton	_____

(Complete as Applicable)

Date ordinance summary was posted to the Town of Copperton's website, the Utah Public Notice website, and in a public place within the Town of Copperton per Utah Code §10-3-711: _____

Effective date of ordinance: _____

**SUMMARY OF
TOWN OF COPPERTON
ORDINANCE NO. 2026-O-03**

On June 17, 2026, the Copperton Town Council enacted Ordinance No. 2026-O-03 to adopt the Town of Copperton' budget for the 2026-2027 fiscal year, effective July 1, 2026.

COPPERTON TOWN COUNCIL

By: _____
Sean Clayton, Mayor

ATTEST:

By: _____
Diana Baun, Town Clerk

COPPERTON TOWN COUNCIL VOTE:

VOTING:

Council Member Bailey	_____
Council Member McCalmon	_____
Council Member Pratt	_____
Council Member Stitzer	_____
Mayor Clayton	_____

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

Copperton - Fund 30



FY2025 Actual FY2026 Budget FY2027 Budget Budget Notes

Change In Net Position

Revenue:

Taxes

Sales Taxes

3100.300 Sales Tax

156,030 160,000 165,000

3100.350 SB 136 Sales Tax

14,639 16,000 16,000 Same as previous year

Total Sales Taxes

170,669 176,000 181,000

Intergovernmental revenue

Road Funds

3100.560 B&C Road Fund Allotment

42,136 40,000 45,000

3100.562 County Public Transit Tax

138 0 6,000

Total Intergovernmental revenue

42,274 40,000 51,000

Licenses and Permits

3100.130 Business Licenses

150 0 0

3100.260 Building Permit

6,080 10,000 6,000

3100.420 Engineering Services

782 0 0

3100.450 Planning Services

3,980 5,000 3,000

Total Licenses and Permits

10,992 15,000 9,000

Fines and forfeitures

3100.240 Code Enforcement Fines and Fees

0 0 0

3100.500 Justice Court Fines/Forfeitures

5,982 6,000 3,000

Total Fines and forfeitures

5,982 6,000 3,000

Miscellaneous revenue

Interest

3600.100 Interest Earnings

10,344 6,500 10,000 Bond yield rates are going down

Total Interest

10,344 6,500 10,000

Miscellaneous other

61

3600.900 Other Revenue

0

3600.902 Other Revenue - Declaration of Candidate fee

100 0

	FY2025 Actual	FY2026 Budget	FY2027 Budget	Budget Notes
Total Miscellaneous other	161	0	0	
Total Miscellaneous revenue	10,504	6,500	10,000	
Contributions and transfers				
3100.001 Operating transfers in	176,393			
3800.100 Contribution from GF	169,761	282,347	228,850	
Total Contributions and transfers	346,154	282,347	228,850	
Total Revenue:	586,575	525,847	482,850	
Expenditures:				
Administration				
4100.100 Wages	60,381	60,000	66,000	current wages * 12 months
4100.150 Social Security Tax	3,744	3,000	4,100	wages * 6.2%
4100.160 Medicare	876	1,000	1,000	wages * 1.45%
4100.200 Awards, Promotional & Meals	680	1,000	1,500	
4100.210 Subscriptions/Memberships	2,053	4,000	3,000	
4100.220 Printing/Publications	0	500	500	
4100.230 Travel/Mileage	0	500	500	
4100.240 Office Expense and Supplies	0	200	250	
4100.255 Computer Equip/Software	1,011	0	1,500	1 computer
4100.280 Cell phone and Telephone	1,053	1,200	1,500	
4100.310 Attorney-Civil	42,725	40,000	50,000	
4100.360 Web Page Development/Maintenance	1,303	1,200	4,000	fix web page
4100.370 Software/Streaming	3,608	2,100	4,000	get rid of Zoom and get rid of email.org
4100.380 Internet Connections	0	1,000	0	
4100.390 Payroll Processing Fees	1,163	1,200	1,500	100 a month and year end fees
4100.420 Contributions/Special Events	0	20,000	20,000	
4100.421 Copperton City Celebration	0	20,000	0	
4100.430 City Elections and Voting	200	0	0	
4100.510 Insurance	8,867	12,000	13,000	
4100.520 Workers Comp Insurance	0	1,000	2,000	
4100.590 Postage	499	300	500	
4100.600 Professional and Technical	0	2,000	5,000	
4100.635 Election Support Services	0	6,447	0	

	FY2025 Actual	FY2026 Budget	FY2027 Budget	Budget Notes
4100.640 Grant Related	0	0	40,000	Matching grants from Long-Range Planning
4100.650 SL (Client) County Support Services	157	0	0	
4100.870 Rent	5,400	2,700	6,000	rent is 200 a month
4100.880 Non-Classified Expenses	0	1,000	3,000	
Total Administration	133,719	182,347	228,850	
Contracted Services				
Parks maintenance				
4110.863 Park Maintenance Copperton	0	100,000	0	
Total Contracted Services	0	100,000	0	
Building-Related Expenses				
Building-Related (Wages, Administration, IT, Engineering Development, Surveyor, Storm Drain Maintenance, etc.)			29,507	
Total Building-Related Expenses	0	0	29,507	0.00
Transfers				
4100.928 Contribution to General Fund	240,361	243,500	224,493	
48450.001 Operational Transfers out	65	0		
Total Transfers	240,426	243,500	224,493	
Total Expenditures:	374,145	525,847	482,850	
Total Change In Net Position	212,430	0	0	

FY2025 Actual FY2026 Budget FY2027 Budget Budget Notes

Copperton Cemetery - Fund 31

Change In Net Position

Revenue:

Charges for services

3600.200 Sale of Lots

0 2,000

3600.300 Grave Opening Revenues

5,600 5,000 6,000

Total Charges other

5,600 7,000 6,000

Miscellaneous revenue

Interest

3600.100 Interest

2,508 500 2,500

Total Interest

2,508 500 2,500

Total Revenue:

8,108 7,500 8,500

Expenditures:

Administration

4100.100 Grave Opening Expenses

0 5,000 6,000

4100.250 Vehicle & Equip Supplies and Maintenance

3,744 0

4100.600 Professional and Technical

0 2,500 2,500

Total Administration

3,744 7,500 8,500

Total Expenditures:

3,744 7,500 8,500

Total Change In Net Position

4,365 0 0

FY2025 Actual FY2026 Budget FY2027 Budget Budget Notes

Copperton Beer Tax Special Fund - Fund 32

Change In Net Position

Revenue:

Intergovernmental revenue

State liquor fund

3100.580 State Liquor Fund Allotment

1,020 600 600

Total Intergovernmental revenue

1,020 600 600

Total Revenue:

1,020 600 600

Expenditures:

Administration

4100.850 Beer Funds

1,020 600 600

Total Administration

1,020 600 600

Total Expenditures:

1,020 600 600

Total Change In Net Position

0 0 0

FY2025 Actual FY2026 Budget FY2027 Budget Budget Notes

Copperton Council Designated Fund - Fund 35

Change In Net Position

Revenue:

Intergovernmental revenue

CARES Act 21,466

3100.322 ARPA Funding 98,823 0 0

Total CARES Act 98,823 0 21,466

Total Intergovernmental revenue 98,823 0 21,466

Miscellaneous revenue

Interest

3600.100 Interest Earnings 1,809 1,000 2,000

Total Interest 1,809 1,000 2,000

Total Miscellaneous revenue 1,809 1,000 2,000

Contributions and transfers

3100.001 Operating Transfers in 65 0

Total Contributions and transfers 65 0 0

Total Revenue: 100,698 1,000 23,466

Expenditures:

COVID Related Expenses

4100.242 CARES2 Expense and Supplies 21,466 city project

4100.243 ARPA CARES2 Expense and Supplies 98,823 0

Total COVID Related Expenses 98,823 0 21,466

Total Expenditures: 98,823 0 21,466

Total Change In Net Position 1,875 0 0

Contribution to Fund Balance 1,000 2,000

TOWN OF COPPERTON

RESOLUTION #R2026-11

DATE: June 17, 2026

**A RESOLUTION OF THE COPPERTON TOWN COUNCIL RESTATING THE
COUNCIL’S RULES OF ORDER AND PROCEDURE**

RECITALS

WHEREAS, Utah Code §§ 52-4-101 et seq., Open and Public Meetings Act, require the Town of Copperton (“**Copperton**”) to take its actions openly and conduct deliberations openly, unless statutory exceptions apply; and

WHEREAS, Utah Code §10-3-606 requires the Copperton Town Council (“**Council**”) to adopt rules of order and procedure to govern and prescribe parliamentary order and procedure, ethical behavior, and civil discourse in a public meeting; and

WHEREAS, the Council desires to revise and restate its rules of order and procedure to account for the Town’s conversion from a metro township to a Town, to include a more defined agenda development process, and to make other necessary amendments and updates; and

WHEREAS, the Council, as the legislative body for Copperton, requires a systematic way of conducting its business through rules of order and procedure designed to provide for the orderly conduct of full, open, and comprehensive debate of issues placed on the Council Agenda for action in a forum open to the public; and

WHEREAS, the Council finds that it is proper to restate its rules of order and procedure so that Council meetings and other public hearings are conducted in a fair, orderly, and efficient manner; and

WHEREAS, this resolution is adopted to provide a set of rules to govern Council meetings and public hearings.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council:

1. Adoption: The rules of order and procedure attached to this resolution are approved effective immediately, and all prior rules of order and procedure are repealed in their entirety.
2. Severability: If a court of competent jurisdiction determines that any part of this resolution is unconstitutional or invalid, then such portion of this resolution, or specific application of this resolution, shall be severed from the remainder, which shall continue in full force and effect.
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 resolution to become effective under Utah law; and (b) to finalize and post the resolution to MuniCode, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors.

4. Effective Date: This resolution shall become effective immediately.

APPROVED and ADOPTED this 17th day of June 2026

TOWN OF COPPERTON

By: _____
Sean Clayton, Mayor

ATTEST

Diana Baun, Clerk

Voting:

Councilmember Stitzer	voting	_____
Councilmember Bailey	voting	_____
Councilmember Pratt	voting	_____
Councilmember McCalmon	voting	_____
Mayor Clayton	voting	_____

TOWN OF COPPERTON

RULES OF ORDER AND PROCEDURE

Effective June 17, 2026

ARTICLE I – GENERAL

A. Definitions. The following definitions will apply for the purposes of these Rules:

1. “Agenda” means the agenda prepared by Staff for any given Meeting.
2. “Clerk” means the Copperton Town Clerk.
3. “Code of Conduct” means those rules and procedures regarding the conduct of Councilmembers set forth in Article IV below.
4. “Council” means the Copperton Town Council.
5. “Councilmember” means a member of the Council.
6. “Including” means “including but not limited to” or “without limitation.”
7. “May” means an action is permissive.
8. “May not” means an action is prohibited.
9. “Mayor” means the Mayor of the Town of Copperton.
10. “Meeting” means any regular, special, or other meeting of the Council, including public hearings.
11. “Rules” means these Rules of Order and Procedure.
12. “Staff” means the employees, contractors, and agents that are authorized to represent and act on behalf of the Town as employees, contractors, or service providers, including but not limited to the Greater Salt Lake Municipal Services District.
13. “Stakeholders” means service providers that supply services to the Town, including the Unified Police Department, the Salt Lake Valley Law Enforcement Service Area, the Unified Fire Authority, the Unified Fire Service Area, the Copperton Improvement District, the Wasatch Front Waste and Recycling District, etc.
14. “Town” means the Town of Copperton.
15. “Will” means an action is mandatory or required.

B. Quorum. Three Councilmembers will constitute a quorum to conduct business in a Meeting, including the Mayor who is a regular and voting member of the Council pursuant to Utah Code § 10-3b-402.

C. Mayor Pro Tempore. The Council will select the Mayor pro tempore by a majority vote at the first Meeting in January.

ARTICLE II – AGENDA ITEMS AND CREATION

A. Agenda Development Process. Councilmembers, Staff, Stakeholders, and members of the public will follow the following schedule in proposing items for regular Meetings and providing related documents and materials to the Clerk and Mayor:

Deadline	Item Due or Action
Conclusion of each regular Meeting	Items for future Meeting Agenda are identified
Three (3) weeks before next regular Meeting	Clerk distributes a first draft of the Agenda based on the items identified at prior regular Meeting
5:00 p.m. on 14 th calendar day before next regular Meeting	<p>The following are due to the Mayor and Clerk:</p> <ul style="list-style-type: none"> ▪ All Agenda items not included in the Initial Agenda that <u>require Council approval of a document</u> (e.g., resolutions; ordinances, policies, contracts, agreements, staff reports, etc.), excluding Planning Commission items; and ▪ All public hearing items requiring more than 24 hours’ notice (budgets, fees, officer compensation, etc.). <p>The Mayor or Clerk will forward documents requiring legal review to the Town Attorney as soon as reasonably practicable</p>
5:00 p.m. on the 8 th calendar day before the next regular Meeting	<p>The following are due to the Mayor and Clerk:</p> <ul style="list-style-type: none"> ▪ All Agenda items that <u>do not</u> require Council approval of a document; and ▪ Planning Commission Agenda items <p><i>Staff, Stakeholders, and members of the public may not propose additional Agenda items after this date</i></p>
5:00 p.m. on the 7 th calendar day before the next regular Meeting	<p>The following are due to the Mayor and Clerk:</p> <ul style="list-style-type: none"> ▪ All PowerPoint presentations and any other Meeting materials; ▪ Documents from the Town Attorney; and ▪ All Planning Commission documents requiring Council approval

	<i>Documents, presentations, and other materials received after this date will not be included in the Meeting packet, and late submissions may require removal of the related item from the Agenda</i>
5:00 p.m. on 6 th calendar day before the next regular Meeting	Clerk distributes the second draft Agenda and draft Meeting packet
5:00 p.m. on the 4 th calendar day before the next regular Meeting	Councilmembers provide final suggested edits to the second draft Agenda and Meeting packet to the Mayor and Clerk
No later than 24 hours before the next regular Meeting	Clerk posts the final Agenda and Meeting packet

- B. Decision-making Authority.** The Mayor will have final decision-making authority to determine which items and related materials are included in a final Agenda and Meeting packet; provided, however, that two Councilmembers may require the Clerk to include an item in the final Agenda.
- C. Late Agenda Items.** All Agenda items that Staff, Stakeholders, and members of the public do not submit in a timely manner, will be held until the following Meeting. Councilmembers may, however, submit additional Agenda items and materials after the date for submissions has passed but will strive to submit Agenda items in a timely manner.
- D. Exceptions.** The Mayor, or two Councilmembers, may in their sole discretion grant exceptions to the schedule in Section A for Staff, Stakeholders, and members of the public if the Mayor or two Councilmembers find that emergencies, extenuating circumstances, or other justifiable reasons warrant the exception.
- E. Use of Document Sharing Software.** The Clerk may use a reputable electronic document sharing software program (e.g., SharePoint or Teams) the Council has authorized to distribute Agendas and the Meeting packets to the Council and Staff. The Mayor or the Council may authorize the Clerk to share Agendas, meeting packets, and related materials with specific Stakeholders. Provided, however, that the Mayor and Clerk will consult with the Town Attorney to ensure that unauthorized Stakeholders or members of the public do not receive confidential, private, or protected records, which the Clerk shall provide to the Council and applicable Staff and authorized Stakeholders in coordination with the Town Attorney.
- F. Conflicts with State Law and Town Ordinance.** Public notice requirements in State law or Town ordinance will control over any conflicting internal deadlines in this Article.

ARTICLE III – CONDUCT OF MEETINGS

- A. Regular Meeting.** The Council will schedule regular Meetings in advance by resolution on an annual basis. The schedule will set the time and place of the regular Meeting which will be held typically on the third Wednesday of each month. The

Mayor or the Mayor Pro Tempore will call the Meeting to order at the time scheduled, preserve order at the Meeting, and conduct the Meeting as stated on the Agenda and in compliance with applicable ordinances and these Rules.

B. Special Meetings. Pursuant to Utah Code § 10-3-502, the Mayor or two Councilmembers may order the convening of a special Meeting of the Council.

1. Each order convening a special Meeting of the Council shall: (i) be entered in the minutes of the Council; and (ii) provide at least three hours' notice of the special Meeting.
2. The Clerk will serve notice of the special Meeting on each Councilmember who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode.
3. The personal appearance by a Councilmember at a special Meeting of the Council constitutes a waiver of the notice required under this Subsection.

C. Emergency Meetings. Public notice requirements may be disregarded for an emergency Meeting pursuant to Utah Code § 52-4-202(5).

D. Work Sessions. A work session may precede or be included in the regular Meeting for the Council to ask questions or receive input from Staff or others on Agenda items or other matters. The work session may be informal. No final action will be taken on any item discussed during a work session.

E. Public Comments at Regular Meeting. At every regular Meeting of the Council, there will be an Agenda item titled "Public Comment" near the beginning of the Meeting to allow any member of the public to speak to the Council on any matter of public concern regardless if the item is identified on the Agenda for action.

1. If any member of the public provides comment on a matter that is set for action later on the Agenda, the Mayor may identify the public comment as part of the record for that Agenda action but only at the time set for discussion.
2. The Council may not take final action on any unscheduled matter identified during the public comment portion of the Agenda, but any Councilmember may ask questions, give recommendations to the Mayor, or request that a matter be placed on the Agenda at a later Meeting.
3. To ensure fairness and neutrality, the Mayor will limit public comments to a maximum of three minutes per individual. The Mayor will govern the conduct of the public comments to prevent outward displays of support or opposition to those speaking and prohibit allocations of time by one commenter to another.

F. General Meeting Procedure. The matters will proceed in the order specified on the

Agenda. A motion to amend the Agenda will be made by the Councilmember requesting a change of order to the Agenda and seconded, with the majority of the Council in attendance in favor of amending the Agenda. All Meetings will be conducted fairly, efficiently, and respectfully. The Mayor or Mayor Pro Tempore has discretion to conduct the Meeting consistent with these goals.

G. Consent Agenda. If there is a routine or uncontested matter that requires approval, the Council may vote to approve each item as a group on the consent Agenda without extensive discussion. Any Councilmember may request that any consent Agenda item be removed from consideration and reviewed individually. If a consent Agenda item is placed on the regular Agenda, the Council will vote separately on the item or by motion may table the consent Agenda item by a nondebatable motion to set it for a future Meeting.

H. Conduct of Meetings in Accordance with Agenda. The Meeting is governed by the Agenda, and the Agenda constitutes the Council's ordered list of items for discussion or decision. Final action may be taken on any action item that is in the open Meeting and on the Agenda.

1. The Mayor will clearly announce the numbered Agenda item and clearly state the subject of the Agenda item.
2. The Mayor may invite the appropriate person, who may be the Mayor, a Councilmember, the Clerk, or Staff, or an invited person, to provide input, recommendations, or a report on the Agenda item.
3. The Mayor may request a Councilmember to address germane questions for clarification to the person who provided input or a report. The person will be given time to respond.
4. At a public hearing, the Mayor will open the public hearing for public input and announce the time. After hearing public input, the Mayor will close the public hearing and announce the time.
5. With or without the Mayor's invitation for a motion, a Councilmember may make a motion for action on the action Agenda item. The Mayor will identify the maker of the motion.
6. The Mayor will recognize the second to the motion and identify the maker of the second, if made. If no Councilmember makes a motion to second the original motion, the Agenda item is considered concluded without decision, and the Council moves on to the next Agenda item, unless another motion is made.
7. The Mayor will announce the motion and its second or request the maker of the motion to repeat it or request the Clerk or Town Attorney to repeat the motion.

8. The Mayor will declare that now is the time on the Agenda to discuss the motion. If no discussion occurs or after discussion, the Mayor will announce that the Council will vote on the motion.
 9. The Mayor may repeat the motion if there has been substantial discussion to clarify the purpose of the motion and vote.
 10. In the event of a tie vote or a nay vote, such votes will be roll call votes for the purposes of the minutes.
 11. The Mayor will announce the result of the vote and what action has been taken, if any.
 12. The person(s) who sets an Agenda item, whether the Mayor or two Councilmembers, may withdraw that Agenda item from consideration by communicating the withdrawal to the Mayor prior to the commencement of the Meeting.
 13. During the Meeting, the Mayor will announce that the item has been pulled from the Agenda and why.
- I. Initial Presentation Procedures.** After an initial input or report on an Agenda item, the Mayor or any Councilmember may ask germane questions of the person who provided the input or report and review documents and information as necessary to understand the issue.
- J. Motions Required for Council Action.** To act on any Agenda item under consideration, a Councilmember will make the motion to approve the action item or adopt the ordinance, resolution, or rule. The motion will receive a second from another Councilmember. Any motion to approve requires the majority of the Council or three votes to pass. In the absence of a second to a motion, the motion to approve fails, and the Agenda item is concluded without decision unless another motion is made. There can be no more than three motions on the floor at the same time. The vote will proceed first on the last motion made.
1. Initial Motion. Any Councilmember may make an initial motion on an Agenda item. Prior to voting on the initial motion, the Council may discuss or debate the motion fully. Each Councilmember will be given the opportunity to discuss the motion beginning with the Councilmember making the motion and the Councilmember making the second to the motion. The remaining Councilmembers then will be allowed to discuss. After each Councilmember has had the opportunity to discuss once, the Mayor may ask for another round of discussion. The Mayor will then close the discussion and call for the vote. The Mayor may limit the length of the discussion for fairness, orderliness, and efficiency. The Mayor may call the question to vote on the matter if a motion has been made and seconded. Any other Councilmember may also call the question to vote on the matter.

2. Motion to Withdraw. At any time prior to voting, the same Councilmember who made the initial motion to approve the action item or adopt the ordinance, resolution, or rule may, without a second or a vote, withdraw the motion.
3. Motion to Amend. Any Councilmember may amend an initial motion but it requires a second by a Councilmember. The motion to amend must be germane to the initial motion. The Council may debate or discuss and will vote on the amended motion prior to voting on the initial motion. If the motion to amend the initial motion has been seconded and passes, the Mayor will allow debate and action on the amended motion. If the motion to amend fails, the Mayor will bring the initial motion back to debate in its original format, not amended.
4. Motion to Substitute. Any Councilmember may make a new and different motion, known as a substitute motion, which is not germane to the subject under consideration in the initial motion or the motion to amend the initial motion. The motion to substitute requires a second. If a Councilmember questions the characterization of the motion as a substitute motion, the Mayor will designate the type of motion made, either a motion to amend or a motion to substitute, which is the final determination. After discussion and debate on the substitute motion, which is the most recent motion on the floor, a vote will be taken. If the substitute motion passes, the initial motion or motion to amend is eliminated. The substitute motion thus completes the Agenda item. If the substitute motion fails, the Mayor now opens the debate on the initial motion, or the motion to amend the initial motion. If the motion to amend passes, the Mayor will bring the initial motion back to the debate as amended. If the motion to amend fails, the Mayor will bring the initial motion back to debate in its original format, not amended.
5. General Consent. The Mayor may use general consent or unanimous consent to dispense with any motion if it appears the Council is all in agreement. The Mayor will first determine there are no objections to the general consent motion before the motion is approved.

K. Nondebatable Motions. The Mayor will immediately call for a vote of the Council without debate on the following motions made and seconded. A majority vote is required to approve the motion.

1. Motion to Adjourn. A motion to adjourn requires the Council to adjourn immediately to its next regularly scheduled Meeting and requires a majority vote pursuant to Utah Code § 10-3-507.
2. Motion to Fix the Time to Adjourn. A motion that requires the Council to adjourn the Meeting to a specific time identified in the motion requires only a motion and a second to the motion as provided in Utah Code § 10-3-507.
3. Motion to Recess. A motion that requires the Council to immediately take a recess with the length of time identified in the motion.

4. Motion to Table. A motion that requires Council discussion of the Agenda item to cease and the Agenda item placed on indefinite hold unless the motion contains a specific time for the return of the Agenda item at a future Meeting upon the order of the Mayor or two Councilmembers.
5. Call for Previous Question. A motion that requires the Council to cut off debate and put the matter to a vote. The motion is frequently “I move the previous question” or “I call the question.” If the previous question motion is made and seconded, the Mayor will stop debate and call for the vote on the motion to limit debate.
6. Call for Orders of the Day. Any Councilmember may call for orders of the day to return the discussion to the Agenda. This motion does not require a vote.
7. Action Items. For information requests or specific assignments to Staff, the Council may act informally or by consensus without a motion.

L. Voting. Any matter brought for legislative action before the Council by motion must be decided by an affirmative vote or negative vote of a majority of the Council. Any action by the Council requires three yes votes to pass.

1. On any motion to approve an ordinance, resolution, or rule which creates financial obligations of the Town, the vote will be recorded as a roll call vote.
2. On any motion to approve, if the voice vote tally is unclear, or if there is even one Nay vote, the entire vote will be recorded as a roll call vote.
3. If a Councilmember makes the motion to approve which is seconded and then it fails, a Councilmember may request an entry of findings of fact and conclusions of law to be included into the motion and the record. The Council may move to recess to allow the Town Attorney to prepare the findings of fact and conclusions of law to be included in the motion or to table for consideration at a future Meeting.

M. Closed Meetings. The Council may hold a closed Meeting pursuant to Utah Code § 52-4-205 for certain purposes only. On the public notice required pursuant to Utah Code Subsection 52-4-202(1), the public notice will include the Meeting Agenda, which will include an Agenda item to go into a closed Meeting, even if not acted upon at each Meeting.

1. Any Councilmember may make the motion to convene a closed Meeting, and in the open Meeting, will state the reasons for the motion. The motion will be seconded. The Council will approve the motion by a two-thirds vote of the Councilmembers present prior to convening the closed Meeting.
2. The motion to enter a closed Meeting will specifically state at least one of the following grounds as provided in Utah Code § 52-4-205(1). A closed Meeting may

only be held for:

- i. discussion of the character, professional competence, or physical or mental health of an individual, except to fill a midterm vacancy or temporary absence which occurs in open Meeting;
 - ii. strategy sessions to discuss collective bargaining;
 - iii. strategy sessions to discuss pending or reasonably imminent litigation;
 - iv. strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water rights or water shares, to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state, if public discussion would disclose the appraisal or estimated value of the property under consideration or prevent the Council from completing the transaction on the best possible terms;
 - v. strategy sessions to discuss the sale of real property, including any form of a water right or water shares, if the public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the Council from completing the transaction on the best possible terms when the Council previously gave public notice that the property would be offered for sale and the terms of the sale are publicly disclosed before the Council approves the sale;
 - vi. discussion regarding deployment of security personnel, devices, or systems;
 - vii. investigative proceedings regarding allegations of criminal misconduct; or
 - viii. deliberations concerning an evaluation, protest, or appeal concerning procurement matters as provided in Utah Code §§ 52-4-205(1) (m), (n), or (o).
3. At the conclusion of the closed Meeting discussion, the Mayor will request a motion and a second to adjourn the closed Meeting and return to the open Meeting.

N. Reconsideration. Only a Councilmember who is in the majority on a vote may make a motion to reconsider or rescind any action taken. Any Councilmember may second the motion. If approved by a majority, the original Agenda item will be reconsidered or rescinded in the current Meeting or placed on the next Council or special Meeting Agenda for reconsideration and discussion.

1. At the time of reconsideration, the Council may discuss and debate the initial motion as if it were on the floor for the first time. The number of Councilmembers present must be equal to or greater than the number of Councilmembers present when the matter was first considered in compliance with Utah Code § 10-3-508.

2. If reconsideration would cancel or abrogate a binding obligation of the Town, the Town Attorney will provide a legal opinion to the Council on the subject prior to any action on reconsideration.
3. At the time of reconsideration, if a motion to rescind the action is made and seconded, the Town Attorney will provide a legal opinion to the Council on the subject prior to any action on the motion to rescind.
4. Pursuant to Utah Code § 10-3-508, the Council may not reconsider or rescind a prior adopted motion at a special Meeting unless the number of Councilmembers present at the special Meeting is equal to or greater than the number of members present at the Meeting when the action was approved.

O. Public Hearings at Meetings. The Council will conduct a public hearing during its Meeting to consider an annexation, the adoption or any modification of a land use regulation, zoning text, or zoning map, the tentative budget, any bond issuance, or any truth in taxation hearing pursuant to Utah Code § 59-2-919. The Council may also elect to hold a public hearing on a matter even if it is not required by law.

P. Rules of Procedure for Public Hearings. These Rules apply to all public hearings. The Clerk will make the Rules available to members of the public who attend the public hearing and on the Town's public website.

Q. Formal Nature of Public Hearings. A public hearing may be more formal than other portions of the Meeting to protect the due process rights of the applicant and any other participant.

1. If a Staff report is generated prior to the public hearing, the applicant will be provided with a copy of the Staff report within a reasonable period of time prior to the public hearing.
2. The matter will be introduced by Staff and followed by testimony from the applicant at the applicant's discretion. Any interested person will then be given the opportunity to provide testimony for or against the matter. At the conclusion of testimony by interested persons, the applicant will be given the opportunity to offer rebuttal testimony.
3. Any person providing testimony will be requested to state the person's name and address, state clearly the person's position on the matter subject to review; and provide testimony, information, or data in support.
4. Any person other than the applicant may provide testimony only once during a specific public hearing, including public hearings that are postponed or continued for future Meetings.
5. The Mayor may limit the length of testimony or allocate available time equitably for

any interested person who requests to testify.

6. Any testimony, evidence, documents, photographs, or other information received by the Council will be entered into the record of proceedings. The Council has the discretion to postpone action on a public hearing item, and it may continue to receive additional written comments or other evidence until such time as the Mayor closes the public hearing or reschedules the public hearing.
7. At the conclusion of the public hearing, the Council may consider the matter and engage in discussion and debate as necessary. Although the rules of evidence do not apply to public hearings, Councilmembers have discretion to weigh the evidence and measure the credibility of the testimony by a preponderance of the evidence.
8. The Council may make a final decision at the close of the public hearing, except that the Council may, in some circumstances:
 - i. announce its findings of fact and conclusions of law in support of the decision orally on the record; or
 - ii. give directions to Staff to prepare a written order, permit, or decision consistent with the Council findings, which the Council may adopt or modify at a future Meeting.

R. Modification of Rules. To the extent these Rules conflict with any other law or statute, the other law or statute will prevail. The Council or the presiding officer has discretion to modify these rules or the procedures under these rules to the extent necessary to accommodate the needs of a particular situation or changes in the law. The adoption of these rules may not be deemed to confer any specific substantive or procedural rights upon any person participating at a Council hearing or Meeting.

S. Adjournment. The Council may vote to adjourn the Meeting by motion and a second without hearing all matters on the Agenda by a majority vote. Any matter not heard may be rescheduled on the next available Agenda. The Council may also adjourn at any time if disruptive conduct at a Meeting prevents orderly action.

T. Compelling Councilmember Attendance. Pursuant to Utah Code § 10-3-505, the Council may compel the attendance of its own members at its Meetings and provide penalties it considers necessary for the failure to comply with an exercise of the authority to compel attendance.

U. Requiring Attendance of Witnesses, Production of Evidence. The Council may require the attendance of any person to give testimony or produce records, documents, or things for inspection, copying, or examination necessary or useful to the governance of the municipality. The Council may by ordinance establish its own procedures for issuing subpoenas to require attendance or production in the same manner as provided in the Utah Rules of Civil Procedure and through the assistance of the Town Attorney.

V. Conduct of Mayor During Meetings. The Mayor will:

1. Preside at and conduct Meetings;
2. Is a regular and voting member of the Council pursuant to Utah Code § 10-3b-402;
3. Participate in discussion of any matter;
4. Have no power to veto;
5. Possess primary responsibility to enforce the Rules;
6. Maintain the dignity of Meetings;
7. Call the Meeting to order and confine discussion to the Agenda;
8. Permit Staff and public participation at appropriate times;
9. Require knowledge of the Rules;
10. Ensure compliance with the Rules;
11. Ensure compliance with the Utah Open and Public Meetings Act;
12. Advise or courteously discourage any member who talks disproportionately to other members, including imposing a time limit on Council reports;
13. Ensure those who have the floor are not interrupted;
14. Make the ruling if a member is out of order or noncompliant with these Rules;
and
15. Exercise any other applicable power designated to the Mayor under State law or Town ordinance.

W. Written Minutes. The Clerk will keep written minutes and a recording of all open Meetings. Written minutes will include the date, time, place of Meeting, the names of members present and absent, the substance of all matters proposed, discussed, or decided by the Council which may include a summary of comments made by members of the Council. Any member of the Council may request any other information or record of the proceeding to be entered in the minutes or recorded at the open Meeting. The written minutes are intended to be a summary document of the Agenda items acted upon and related discussions, not a transcript or verbatim summary of comments made by Councilmembers.

- X. Online Version of Minutes.** An online version of the Council minutes may satisfy the requirements that minutes include “the substance of all matters proposed, discussed, or decided or the substance of testimony or comments” if maintained and publicly available online by providing a link to the Meeting recording as required in Utah Code Subsection 52-4-203 (2)(b).
- Y. Parliamentarian.** The Town Attorney shall serve as the parliamentarian for the Council and its Meetings, and shall recommend rulings, upon request by the presiding officer, to all points of order raised during the proceedings.

ARTICLE IV – CODE OF CONDUCT

- A. Applicability.** The “Code of Conduct,” set forth in this Article, applies both in and out of Meetings to the Council and the members of all Town boards, committees, and commissions to ensure public confidence in the integrity of local government and its effective, open, and fair operation. To the extent applicable, the Code of Conduct will also apply to Staff, Stakeholders, and the public. If there is a conflict between the Code of Conduct as set forth in these Rules and the rules of order and procedure of any other Town board, commission, or committee, these Rules will govern.
- B. Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, Councilmembers will work for the common good of the people of the Town and not for any private or personal interest, and they will ensure fair and equal treatment to all persons, claims and transactions coming before the Council, boards, committees, and commissions.
- C. Comply with the Law.** Councilmembers will comply with the laws of the nation, the State of Utah, and the Town in the performance of their public duties. These laws include the United States and Utah Constitutions; the Copperton Municipal Code; statutory provisions pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government, including the Utah Public Officers’ and Employees’ Ethics Act, Utah Code, Title 67, Chapter 16; and Town policies and procedures.
- D. Conduct of Councilmembers.** The professional and personal conduct of Councilmembers must be above reproach and avoid even the appearance of impropriety. Councilmembers will refrain from rudeness, disrespectful comments, insults, name-calling, abusive conduct, personal charges, or verbal attacks upon the character or motives of other Councilmembers, the Mayor, the Mayor Pro Tempore, boards, committees, commissions, Staff, or the public.
- E. Respect for Process.** Councilmembers will perform their duties in accordance with the processes and the applicable rules of order and procedure as established by the Mayor, Council, board, committees, and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy

decisions of the Council by Staff.

- F. Conduct at Public Meetings.** Councilmembers will prepare themselves for public issues in the Meeting, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They will refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of Meetings. Everyone should feel safe in expressing their opinions, views, and concerns. Clapping, shouting, and booing during Meetings are not permitted. All persons attending a Public Meeting will obey any lawful order of the person chairing the Meeting to enforce these Rules and the Code of Conduct.
- G. Board Representation.** When representing the Town or Council on any board or similar organization, Councilmembers will endeavor, to the best of their abilities, to vote according to the will of the Council on those matters for which the Council has taken an official position. In the absence of an official position by the Council, Councilmembers will exercise their best judgment to determine how best to vote in accordance with the best interests of the Town.
- H. Conflict of Interest.** To ensure their independence and impartiality on behalf of the common good, Councilmembers may not use their official positions to influence governmental decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest. In accordance with law, Councilmembers will disclose investments, interests in real property, sources of income, gifts, and any related conflicts of interest prior to any Meetings on the matter. After disclosing the conflict of interest, the Councilmember shall not vote on the matter and shall not speak during the Meeting on the matter under consideration, unless the majority of the remaining Councilmembers determine by a majority vote that adequate consideration of the matter requires responses from the Councilmember with the conflict. Councilmembers with a conflict of interest will also not attempt to influence other Town officials or Staff outside of the Meeting.
- I. Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of boards, committees, and commissions to the public decision-making process, Councilmembers will refrain from using their elected positions to unduly influence the deliberations or outcomes of board, committee, commission, and Staff deliberation proceedings.
- J. Positive Workplace Environment.** Councilmembers will support the maintenance of a positive and constructive workplace environment for Staff and for citizens and businesses dealing with the Town. Councilmembers will recognize their special role in dealing with Staff but without giving inappropriate direction to Staff.
- K. Compliance and Enforcement.** The Code of Conduct is intended to be self-enforcing. It therefore becomes most effective when Councilmembers are thoroughly familiar with

it and embrace its provisions. The Code of Conduct expresses standards for ethical conduct expected of the Mayor and Councilmembers, boards, committees, and commissions. Councilmembers themselves have the primary responsibility to ensure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The Mayor and the persons who chair Town boards, committees, and commissions have the responsibility to intervene when actions of Councilmembers are witnessed or reported that appear to be in violation of the Code of Conduct.

1. Sanctions The Council by a two-thirds vote may also impose sanctions on Councilmembers whose conduct does not comply with the Town's ethical standards and applicable law in accordance with the following:
 - i. Official verbal reprimand in an open Meeting if the Councilmember continuously causes disruptions during a Meeting and does not appropriately respond to a simple warning.
 - ii. Formal public letter of censure by Mayor, the person chairing the Meeting, or majority of the Council or body.
 - iii. Loss of any committee assignment.
2. Official Warning and Temporary Suspension The person chairing a Meeting will issue an official warning before taking further action in response to the following actions by a Councilmember, Staff, Stakeholders, or the public who does any of the following:
 - i. Repeatedly begins speaking without being recognized by the person chairing the Meeting;
 - ii. Engages in attacking insults; or
 - iii. Engages in boisterous conduct, including applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, slanderous, or obscene utterance that disturbs, disrupts, or otherwise impedes the conduct of the Meeting.
 - iv. The warning will clearly identify the inappropriate behavior and the potential consequences that will arise if such behavior persists, provide the warned individual with an opportunity to correct the conduct, before the Town takes more serious action, including temporary removal from the premises. The Council will issue this warning by a majority vote.
3. Expulsion of Councilmembers Pursuant to Utah Code § 10-3-607, the Council may, by a two-thirds vote, fine or expel any Councilmember from a Meeting or suspend that Councilmember's attendance at subsequent Meetings if the person violates the

Code of Conduct, violates the law or Town ordinance, or otherwise engages in disorderly conduct during the Meeting, fails to disclose a direct or indirect financial conflict of interest regarding the issue discussed at or action proposed to be taken during the Meeting, or commits a crime during the Meeting.

4. Expulsion of Non-Councilmembers. Pursuant to Utah Code § 10-3-608 and Utah Code § 52-4-301, the Council may expel from a Meeting any person who violates the Code of Conduct or who is disorderly during a Meeting by a two-thirds vote.

ARTICLE V – COUNCIL OVERSIGHT AND REVISIONS

The Council may revise these Rules as needed at any time by majority vote.

COPPERTON TOWN COUNCIL

RESOLUTION NO. R2026-10

DATE: June 17, 2026

A RESOLUTION OF THE COPPERTON TOWN COUNCIL RESTATING THE TOWN'S PURCHASING POLICY

WHEREAS, the Town of Copperton (“**Copperton**”) is a municipality and political subdivision of the State of Utah; and

WHEREAS, Utah Code § 10-6-122 requires each municipality to adopt purchasing policies to guide the Town in the purchase of goods and services; and

WHEREAS, the Copperton Town Council desires to restate and update its purchasing policy to reflect Copperton’s conversion from a metro township to a town, to update the policy’s purchase thresholds, and to make other amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE COPPERTON TOWN COUNCIL:

1. Adoption. The purchasing policy attached to this resolution is approved effective immediately, and all prior purchasing policies are repealed in their entirety.
2. Direction to Mayor and Staff. the Mayor and staff are authorized and directed to take such steps as may be needed: (a) for this Resolution to become effective under Utah law; and (b) to finalize and post the Resolution to Municode, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors.
3. Purchasing Agent. The Council designates the Mayor as the Town’s Purchasing Agent for the purposes of the policy.
4. Effective Date. This resolution will take effect immediately.

[Execution on following page]

APPROVED and ADOPTED this 17th day of June 2026

TOWN OF COPPERTON

By: _____
Sean Clayton, Mayor

ATTEST

Diana Baun, Clerk

Voting:

Councilmember Stitzer	voting	_____
Councilmember Bailey	voting	_____
Councilmember Pratt	voting	_____
Councilmember McCalmon	voting	_____
Mayor Clayton	voting	_____

TOWN OF COPPERTON

PURCHASING POLICY

Effective June 17, 2026

ARTICLE I – GENERAL PROVISIONS

A. Purposes. The underlying purposes of this purchasing policy (“**Policy**”) are to:

1. Ensure the fair and equitable treatment of all persons who wish to or do conduct business within the Town of Copperton (“**Town**”).
2. Provide for the greatest possible economy in Town Procurement activities.
3. Foster effective broad-based competition within the free enterprise system to ensure that the Town will receive the best possible service or product at the lowest possible price.

B. Compliance.

1. This Policy will not prevent the Town from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.
2. When Procurement involves the expenditure of federal assistance funds, the Town will comply with applicable federal law and regulations.

C. Definitions.

1. “Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
2. “Change Order” means a written order signed by the Purchasing Agent, directing the contractor to suspend work or make changes, which the appropriate clauses of the contract authorize the Purchasing Agent to order without the consent of the contractor or any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any accomplished by mutual action of the parties to the .
3. “Construction Purchase” means the acquisition of goods, services, and resources for a construction project.
4. “Contract” means any Town agreement for the Procurement or disposal of supplies, services, or construction.

5. “Council” means the Copperton Town Council.
6. “Including” means “including but not limited to” or “without limitation.”
7. “Invitation for Bids” means all documents, whether attached or incorporated by reference, used for soliciting bids.
8. “May” means an action is permissive.
9. “May not” means an action is prohibited.
10. “Person” means any Business, individual, union, committee, club, other organization, or group of individuals.
11. “Procurement” means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise acquiring any supplies, construction, or other services.
12. “Procurement Item” means any supplies, construction, or other services that the Town may acquire pursuant to this Policy.
13. “Purchasing Agent” means the person duly authorized by the Copperton Town Council to enter into and administer Contracts and make written determinations with respect thereto.
14. “Request for Proposals” means all documents, whether attached or incorporated by reference, used for soliciting proposals.
15. “Sole Source Procurement” means a Procurement without competition pursuant to a determination by the Purchasing Agent under Section III.A.4 that there is only one source for the Procurement Item.
16. “Town” means the Town of Copperton.
17. “Will” means an action is mandatory or required.

ARTICLE II – PURCHASING AGENT

The Council will appoint a Purchasing Agent to make Procurements, solicit bids and proposals, enter into and administer Contracts, and make written purchasing determinations for the Town in accordance with this Policy and in accordance with applicable law.

ARTICLE III – SOURCE SELECTION AND CONTRACT FORMATION AND GENERAL PROVISIONS

A. Purchase not Requiring Sealed Bids.

1. Small Purchases: Small purchases costing \$2,000 or less in total, will not require bids of any type. (Purchases will not be artificially divided to constitute a small purchase under this section.)
2. Non-Construction Purchases Requiring Telephone Bids. Purchases for non-construction projects costing between \$2,001 and \$50,000 in total, will require three (3) telephone bids.
3. Construction Purchases Requiring Telephone Bids. Purchases for construction projects costing between \$50,001 and \$250,000 in total, will require three (3) telephone bids.
4. State Contracts. Purchases made through the cooperative purchasing Contracts administered by the State Division of Purchasing or other governmental entity which has applied its purchasing and Procurement policies.
5. Sole Source Procurement. Purchases made from a sole-source provider if the Purchasing Agent determines in writing that a Sole Source Procurement is needed for one or more of the following reasons. The Purchasing Agent will also ensure that the terms of the Contract, including price and delivery, are in the best interests of the Town.
 - i. There is only one source for the Procurement Item;
 - ii. The transitional costs are a significant consideration in selecting the Procurement Item and the results of a cost-benefit analysis demonstrate that transitional costs are unreasonable or cost-prohibitive, and that the award of a Contract without engaging in a standard Procurement process is in the best interest of the Town; or
 - iii. The award of a contact is under circumstances that make awarding the Contract through a standard Procurement process impractical and not in the best interest of the Town.
6. Emergency Purchases. Purchases required during an emergency, i.e., an eminent threat to the public's health, welfare, or safety. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency. The Purchasing Agent will also document in writing the nature of the emergency that required the emergency purchases and the actions taken to procure the Procurement Item. The Purchasing Agent will notify the Council as soon as reasonably possible of the need for, amount of, and nature of any emergency purchase made pursuant to this subsection.

7. Publication. If the Town does not use competitive sealed bidding for a Procurement that exceeds the highest amounts in Article III.A.2 (\$50,000) and Article III.A.3 (\$250,000), it will provide notice of Procurements pursuant to Utah Code § 63G-6a-802, excepting small purchases.

B. Purchases Requiring Sealed Bids.

1. General. The Town will award all Contracts for a Procurement Item with an estimated value in excess of the highest amounts in Article III.A.2 (\$50,000) and Article III.A.3 (\$250,000) by competitive sealed bidding except as otherwise provided by this Policy.
2. Invitation for Bids. An Invitation for Bids will be issued when a Contract is to be awarded by competitive sealed bidding. The invitation will include:
 - i. A description of the Procurement Item that the Town seeks;
 - ii. Instructions for submitting a bid, including the deadline for submitting a bid;
 - iii. The objective criteria that the Town will use to evaluate bids;
 - iv. Information about the time and manner of opening bids; and
 - v. Terms and conditions that the Town intends to include in a Contract resulting from the bidding process.
3. Publication. The Purchasing Agent will publish an Invitation for Bids in accordance with the requirements of Utah Code § 63G-6a-112, meaning that the Purchasing Agent will publish the bid at least seven (7) days prior to the date set forth therein for the opening of bids on the Town's website or on a website owned, managed by, or provided by the State of Utah for the posting of public Procurement notices. The Purchasing Agent may, but is not required to, public the Invitation for Bids in a newspaper of general circulation within the Town. The Purchasing Agent may reduce the seven (7) day period described in this subsection in accordance with Utah Code § 63G-6a-112.
4. Opening of Bids. Bids will be opened publicly in the presence of one or more witnesses at the time and place designated in the invitations for bids. The amount of each bid and any other relevant information, together with the name of each bidder, will be recorded. The record and each bid will be open to public inspection.
5. Acceptance of Bids. Bids will be unconditionally accepted without alternation or correction, except as authorized in this policy. Bids will be evaluated based on the requirements set forth in the Invitation for Bids.
6. Corrections and Withdrawals of Bids. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or Contracts based on such bid mistakes, will be permitted. After bid opening no changes in bid prices or other

provisions of bids prejudicial to the interest of the Town of fair competition will be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or Contracts based on bid mistakes will be supported by a written determination made by the Purchasing Agent.

7. Contract Negotiation and Awards. The Contract will be awarded with reasonable promptness, by written notice, to the lowest bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids, subject to the Purchasing Agent concluding any negotiations that may be needed to finalize the Contract.
8. Construction Contracts. The Town will follow the procedures contained in Utah Code § 11-39-101 et seq. for the letting of Contracts for the construction of building improvements or public works projects as defined therein and any provision of this policy that conflicts with the provisions of Utah Code § 11-39-101 et seq. will not apply to the letting of Contracts covered by this Policy of state law.

C. Prior Council Authorization. The Purchasing Agent will secure the Council’s prior authorization before purchasing a Procurement Item that is not a small purchase under Article III.A.1 or an emergency purchase under Article III.A.5.

D. Cancellation and Rejection of Bids. An Invitation for Bids, a Request for Proposals, or other solicitations may be canceled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interests of the Town. The reasons will be made part of the Contract file.

E. Use of Competitive Sealed Proposals in lieu of Bids (Requests for Proposals).

1. Competitive Sealed Proposals. When the Purchasing Agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the Town, a Contract may be entered into by competitive sealed proposals. Competitive sealed proposals are most appropriately used for professional service-type Contracts.
2. Solicitation of Competitive Sealed Proposals.
 - i. The Request for Proposals will state the relative importance of price and other evaluating factors;
 - ii. Proposals will be solicited through a Request for Proposals; and
 - iii. Public notice of the Request for Proposals will be given at least ten (10) days prior to the advertised date of the opening of the proposals.
3. Opening of Competitive Sealed Proposals. Proposals will be opened to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals will be prepared and will be open for public inspection after Contract award.

4. Fair and Equal Treatment. Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conduction discussions, there will be no disclosure of any information derived from proposals submitted by competing offerors.
5. Awards for Competitive Sealed Proposals. Awards will be made to the person whose proposal is determined, in writing, to be the most advantageous to the Town, taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria will be used in the evaluation. The Contract file will contain the basis on which the award is made.

F. Architect-Engineer Services. Architect-engineer services are qualification-based procurements. Requests for such services should be publicly announced. Contracts should be negotiated by the Purchasing Agent based on demonstrated competence at fair and reasonable prices.

G. Determination of Non-responsibility of Bidder. Determination of non-responsibility of a bidder or offeror will be made in writing. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to the bidder or offeror. Information furnished by a bidder or offeror pursuant to this subsection will not be disclosed outside of the purchasing division without prior written consent by the bidder or offeror.

H. Cost-Plus-A-Percentage-Of-Cost Contracts Prohibited. Subject to the limitations of this subsection, any type of Contract which will promote the best interests of the Town may be used, provided that the use of a cost-plus-a-percentage-of-cost Contract is prohibited. A cost-reimbursement Contract may be used only when a determination is made in writing that such Contract is likely to be less costly to the Town than any other type or that it is impracticable to obtain the supplies, services, or construction, required except under such a Contract.

I. Change Orders. The Purchasing Agent is authorized to approve Change Orders to a Contract when the total amount of all such change orders is less than \$2,000. The Council must approve change orders to a Contract when the total amount of all such change orders exceeds \$2,001.

ARTICLE IV – APPEALS

A. Filing of Appeals. Any actual or prospective bidder, offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract may appeal to the Purchasing Agent. An appeal will be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts.

- B. Written Decision Required.** The Purchasing Agent will promptly issue a written decision regarding any appeal, if it is not settled by a mutual agreement. The decision will state the reasons for the action taken and inform the protestor, Contractor, or prospective Contractor of the right to appeal to the Town Council.

- C. Final Action.** A written decision issued by the Purchasing Agent will constitute the Town's final administrative action on an appeal.

ARTICLE V – ETHICS IN PUBLIC CONTRACTING

- A. Conflicts of Interest Prohibited.** No person involved in making Procurement decisions may have personal investments in any Business which will create a substantial conflict between their private interests and their public duties. The Purchasing Agent and all applicable Town officials, staff, and contractors will comply with the Town's ethics and nepotism ordinances, policies, and other applicable requirements when making Procurement decisions or otherwise implementing this Policy.

- B. Penalties.** In accordance with applicable state law, any person involved in making Procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use or benefit of any other person or organization from any person or organization interested in selling to the Town.

ARTICLE VI – MISCELLANEOUS.

- A. Successor Statutes.** Any statute referred to in this Policy will be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

- B. Severability.** If any article, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision will not affect the validity of the remainder of this Policy.

- C. Revisions.** The Council may revise this Policy as needed at any time by majority vote.

TOWN OF COPPERTON

ORDINANCE NO. 2026-O-01

DATE: June 17, 2026

**AN ORDINANCE OF THE COPPERTON TOWN COUNCIL
REPEALING, RENAMING, AND REPLACING COPPERTON
MUNICIPAL CODE CHAPTER 3.71 TO ENACT A PROCESS THAT
WILL GOVERN HOW THE TOWN REVIEWS AND APPROVES
REQUESTS FOR FUNDING**

RECITALS

WHEREAS, Chapter 3.71 of the Copperton Municipal Code sets forth outdated provisions related to Salt Lake County participation and appropriation of funds to private projects; and

WHEREAS, the Council desires to repeal, rename, and replace Chapter 3.71 of the Copperton Municipal Code with the enactment of updated and concise requirements for Solicitation of Town Funds and Fee Waivers; and

WHEREAS, the Council has determined that the requirements for Solicitation of City Funds and Fee Waivers set forth in Attachment A will serve the best interests of Copperton and the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE COPPERTON TOWN COUNCIL as follows:

1. Repeal/Rename/Enact. Chapter 3.71 of the Copperton Municipal Code is hereby repealed. Chapter 3.71 is hereby renamed “Solicitation of City Funds and Fee Waivers,” and enacted in substantially the form set forth in Attachment A of this Ordinance, subject only to administrative, numbering, or grammatical corrections.
2. Approval of Agreement Template. The agreement template, which is required for larger funding requests under Section 3.71.040.1 is approved in substantially the form set forth in Attachment B of this Ordinance, subject only to administrative, numbering, or grammatical corrections.
3. Development of Other Forms. The Town Attorney is directed to develop any other applications or forms this Ordinance may require, subject to the Mayor’s review and approval.
4. 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.
5. Direction to Staff. The staff is authorized and directed to: (i) Correct any administrative, numbering, or grammatical errors within this Ordinance and Attachment A; and

(ii) Codify and publish this Ordinance and Attachment A pursuant to all governing law, including, but not limited to, Utah Code Annotated § 10-3-711.

5. Effective Date. This Ordinance will take effect immediately upon posting pursuant to Utah Code § 10-3-712.

PASSED AND ADOPTED this 17th day of June 2026.

COPPERTON TOWN

By: _____
Sean Clayton, Mayor

ATTEST:

Diana Baun, Clerk

Voting:

Council Member Pratt	voting	_____
Council Member Stitzer	voting	_____
Council Member Bailey	voting	_____
Council Member McCalmon	voting	_____
Mayor Clayton	voting	_____

Date ordinance summary was posted to the Copperton website, the Utah public Notice Website, and in a public place within Copperton per Utah Code §10-3-711: _____
Effective Date of Ordinance: _____

SUMMARY OF
COPPERTON TOWN
ORDINANCE NO. 2026-O-01

On June 17, 2026, the Copperton Town Council approved Ordinance No. 2026-O-01, repealing and replacing Chapter 3.71 of the Copperton Municipal Code to govern how the Town will process and approve requests for funding.

By: Sean Clayton, Mayor

ATTEST

Diana Baun, Clerk

Voting:

Council Member Pratt	voting	_____
Council Member Stitzer	voting	_____
Council Member Bailey	voting	_____
Council Member McCalmon	voting	_____
Mayor Clayton	voting	_____

A complete copy of Ordinance No. 2026-O-01 is available in the office of the Copperton Clerk, 860 Levoy Drive, Suite 300 Taylorsville, UT 84123.

ATTACHMENT A

3.71 Solicitation of Town Funds and Requests for Fee Waivers

3.71.010 Definitions

1. "Agreement for Grant of Town Funds" – means a form agreement approved by the Council, which includes legally binding terms and conditions for the receipt and expenditure of Town Funds granted by the Council pursuant to an Application for Funds.

2. "Applicant"- means the person or entity soliciting funds from the Town and signer of the Application Form.

3. "Application for Funds" – means the official Town application document that serves as a request for funds, which includes required information regarding the Applicant and the use of the requested funds.

4. "Town Funds"- means the public funds owned, held, or administered by the Town that are solicited or granted under this Chapter.

5. "Disbursement of Funds Report"- means the document that itemizes the expenditure of the total Town Funds awarded to the Applicant.

6. "Governmental Entity" – means any organization, agency, or institution that is created by local, State, or federal law to provide essential services to the public.

7. "Mayor" – means the person elected for this Town office, or his/her designee.

8. "Nonprofit Entity"- means an entity registered as a nonprofit and in good standing with the State of Utah Department of Commerce, Division of Corporations, or any successor agency.

9. "Nonprofit Organization" – means any organization which is entitled to tax exempt status under the laws of either the United States or the State of Utah.

10. "Public Purpose" – means the promotion of the health, safety, or general welfare of the Town's residents.

3.71.020 Solicitation of Town Funds

Persons or entities soliciting Town Funds shall submit a complete Application for Funds to the Mayor. Applications for Funds that are incomplete or that otherwise fail to meet the requirements of this Chapter may be rejected by the Mayor. The Mayor may request additional information from Applicant and the Application for Funds shall not be considered for approval by the Council until the requested information is submitted.

3.71.030 Grant of Town Funds

1. Applications for Funds shall be considered for approval by the Council. The Council may grant all or a portion of the Town Funds requested as well as determine the timing of the release of any grant of Town Funds. The Council may establish timeframes or other periods for acceptance of Applications for Funds and may budget amounts of Town Funds annually available for grants under this Chapter. Applications for Funds shall not be accepted if submitted outside the timeframe or period established by the Council, if a timeframe or period is established. Applications for Funds shall not be granted if the Town Funds budgeted as available for grants under this Chapter are fully expended, if such budget amounts are established for that fiscal year. Applicants are limited to one (1) Application for Funds for consideration by the Council per fiscal year.

2. The Council may approve an Application for Funds provided that the expenditure of the requested Town Funds meets all of the following criteria:

- a. the Town Funds are expended for a Public Purpose that benefits Town residents;
- b. the Public Purpose cannot be accomplished, or the benefits thereof cannot be realized unless Town Funds are granted;
- c. the Town has the financial means to grant the Town Funds;
- d. the Town Funds shall not be expended in any way or for any purpose that poses legal, financial, or reputational risk to the Town;
- e. the Applicant has the capacity and resources to accomplish the Public Purpose, execute the representations in the Application for Funds, and comply with the requirements of this Chapter.

3.71.040 Requirements for Grant of Town Funds By Total Amount Per Applicant

1. For Town Funds granted in a total amount exceeding \$10,000 for the fiscal year, the Applicant is required to be a Nonprofit Organization and enter into an Agreement for the Grant of Town Funds prior to the release of the Town Funds to the Applicant.

2. For Town Funds granted in a total amount of that is less than \$10,000 for the fiscal year, Applicant shall execute any acknowledgement, receipt, or other documentation requested by the Town prior to the release of the Town Funds to the Applicant.

3. The Council may modify or waive the requirements of this Section. The Council may impose requirements for the release of Town Funds in addition to the requirements of this Section as necessary to safeguard the Town Funds, verify representations or provide assurances, or protect the Town from liability.

3.71.050 Reporting Requirements for Town Funds; Financial Audit

1. All persons and entities granted Town Funds under this Chapter are required to submit a Disbursement of Funds Report to the Mayor within ten (10) months of receipt of the Town Funds. The Town may request, at any time, any information regarding the expenditure or status of Town

Funds and the person or entity in receipt of the Town Funds shall comply with such requests in a timely manner.

2. All persons and entities granted Town Funds under this Chapter are subject to a financial records inspection or financial audit as determined by the Town. The Town shall provide a reasonable amount of notice, but not less than seven (7) days, of its intent to inspect the person's or entity's financial records or conduct a financial audit.

3.71.060 Fee Waiver Requests

1. Persons or entities may submit requests for fee waivers by submitting a complete Application for Funds form to the Mayor. Fee Waiver requests shall be processed and considered in accordance with the requirements set forth in Section 3.71.030. In addition, to the requirements under Section 3.71.030, the Council may consider financial hardship for Fee Waiver requests. The Mayor may authorize Fee Waivers for Governmental Entities.

ATTACHMENT B

**TOWN OF COPPERON
AGREEMENT FOR GRANT OF TOWN FUNDS**

THIS AGREEMENT FOR GRANT OF TOWN FUNDS (“**Agreement**”), is made and entered into as of the _____ day of _____, 202__ (Effective Date), by and between TOWN OF COPPERTON (the “**TOWN**”), a municipal corporation, and _____, a _____ [registered to do business in Utah] (“**RECIPIENT**”). The **TOWN** and **RECIPIENT** may be referred to individually as a “**Party**” and collectively as “the **Parties**” as the context may require.

RECITALS:

WHEREAS, pursuant to _____ Town Code Chapter _____, the **TOWN** approved a contribution of public funds in the amount of \$ _____ (“**Town Funds**”) under Resolution No. _____ to **RECIPIENT**; and

WHEREAS, **RECIPIENT**’s receipt of the Town Funds is contingent on **RECIPIENT** entering into this Agreement regarding the purpose, expenditure, reporting of the Town Funds, and other **TOWN** requirements for contribution of the Town Funds; and

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, **RECIPIENT** and the **TOWN** AGREE as follows:

AGREEMENT

- 1. PURPOSE OF THE TOWN FUNDS.** The Town Funds shall be expended exclusively for the purposes set forth by **RECIPIENT** in the Application for Funds, attached hereto as Exhibit A, and incorporated herein. The Town Funds shall be expended for no other purpose.
- 2. REPORTING.** **RECIPIENT** shall provide annual financial reports in a format acceptable to the **TOWN**. The report shall demonstrate how the Town Funds were expended and outcomes achieved, including tangible and intangible benefits to **TOWN** residents. The annual report will track and report progress toward advancing such purposes and delivery of such benefits. In addition, **RECIPIENT** shall submit a Disbursement of Funds Report to the Town in accordance with Copperton Code Section _____ .
- 3. TERM.** The “Term” of this Agreement will commence upon the Effective Date and continue in effect for one (1) year. The Parties may mutually agree to extend the Term in writing in accordance with all applicable laws, ordinances, regulations, and policies. However, any extension shall not include additional Town Funds or other funds.
- 4. INSURANCE AND INDEMNIFICATION**

- 4.1. Insurance. If required by the Town, RECIPIENT shall carry valid general commercial liability insurance in full force and effect at all times during the Term of this Agreement. At the TOWN's request, RECIPIENT shall provide certificates of insurance to the TOWN. In addition, the TOWN may require, in its sole discretion, that RECIPIENT increase its insurance limits, purchase additional insurance coverage, or name the TOWN as additionally insured for the Term of this Agreement.
- 4.2. Indemnification. RECIPIENT agrees to indemnify and hold harmless the TOWN and its officers, authorized agents, and employees, from and against losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal or intellectual property, however caused, resulting directly from, and to the extent arising out of RECIPIENT's, or its agent's, representative's officer's, employees', or contractor's, breach of contract, negligence, recklessness, or intentional misconduct related to the Town Funds contributed under this Agreement or related to any action or activities under the Application for Funds.

5. TERMINATION, NOTICES

- 5.1 Right to Terminate. The TOWN may terminate this Agreement for the violation of any of the terms set forth herein. The TOWN shall provide written notice to RECIPIENT of the violation and provide RECIPIENT with a reasonable opportunity to correct the violation. If the violation is not corrected to the satisfaction of the TOWN, the TOWN shall issue a written Notice of Termination. Upon receipt of the Notice of Termination, RECIPIENT will:
 - 5.1.1 Return the balance of the Town Funds, if any are held by RECIPIENT, to the TOWN as soon as reasonably practicable, but in not less than ten (10) days; and
 - 5.1.2 Upon demand by the TOWN, return the Town Funds expended by RECIPIENT to the TOWN as soon as reasonable practicable, but not less than ten (10) days after receipt of the Notice of Termination.
- 5.2 Notices. Unless otherwise specified herein, all notices pursuant to, or concerning this Agreement will be delivered to the Parties through standard, certified, or electronic mail (email) at the following addresses. All notices will be deemed to have been received as of the date they are sent to the following addresses, which the Parties may update from time to time in writing.

If to RECIPIENT: _____

If to THE TOWN: _____

6. ADDITIONAL OBLIGATIONS, RULES, AND REGULATIONS

- 6.1 No Officer or Employee Interest. No officer or employee of the TOWN has or will have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of RECIPIENT, nor any member of their families, will serve on a TOWN board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises RECIPIENT's operations, or authorizes funding to RECIPIENT. No officer, member, or employee of the TOWN and no members of its governing body, and no other public official of the governing body of the locality or localities in which the Town Funds provided for in this Agreement is a part will (1) participate in any decision relating to this Agreement which affects a personal interest or the interest of any corporation, partnership, or association in which the foregoing person is, directly or indirectly, interested, or (2) have any interests, direct or indirect, in this Agreement or the proceeds thereto.
- 6.2 Assignability. RECIPIENT may not assign or transfer any interest in this Agreement (whether by assignment or novation) or transfer any of the Town Funds provided under this Agreement, without the prior written consent of the TOWN.
- 6.3 Interest of RECIPIENT. RECIPIENT covenants that it presently has no interest and may not acquire any interest, direct or indirect, which would conflict in any manner or degree with the expenditure of the Town Funds as specified in this Agreement. RECIPIENT further covenants that, in the expenditure of the Town Funds, no person having any conflicting interest will be employed.
- 6.4 Relationship of Parties. RECIPIENT is an independent entity from the TOWN. No other legal relationship is formed by this Agreement, and in no manner is RECIPIENT an employee or agent of the TOWN. The Parties have no authorization, express or implied, to bind the other Party. The Parties shall not perform any such acts as an agent for the other Party.
- 6.5 No Contingent Fees. RECIPIENT warrants that no person or company has been employed or retained to solicit or secure this Agreement or the Town Funds upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has RECIPIENT paid or agreed to pay any person, company, corporation, or firm, other than a bona fide employee, any fee, commission upon, or resulting from award of this Agreement. For any breach or violation of this provision, the TOWN will have the right to terminate this Agreement without liability and, at its discretion, to demand and recover the full amount of the Town Funds and any other applicable damages. Further, the TOWN will report the details of such breach or violation to the proper legal authorities where and when appropriate.

- 6.6 Amendments. This Agreement may not be amended, enlarged, modified, or altered, except in writing signed by the Parties.
- 6.7 Entire Agreement. The TOWN and RECIPIENT acknowledge and agree that this Agreement constitutes the entire integrated understanding between the TOWN and RECIPIENT, and that there are no other terms, conditions, representations, or understandings, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. The Agreement documents are complementary and what is called for by any one of them will be as binding as if called for by all.
- 6.8 Applicable Law and Venue. The provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Utah. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, will be commenced, maintained, adjudicated, and resolved in the Third Judicial District Court for the State of Utah in Salt Lake County.
- 6.9 Government Records Access and Management Act. The TOWN is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code §§ 63G-2-101 to 901. Any documents produced or collected under this Agreement may be subject to public access. If RECIPIENT believes that a document should be protected under Utah Code §§ 63G-2-305(1) or (2), RECIPIENT must provide a written claim of business confidentiality to the TOWN that complies with Utah Code § 63G-2-309(1). RECIPIENT agrees to cooperate with and to supply any requested records to the TOWN with any public records request. This obligation will survive any suspension or termination this Agreement.
- 6.10 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the recovery of reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record, will be apportioned in accordance with State law.
- 6.11 TOWN's Right to Inspect Records. At any time during the Term of this Agreement, at the TOWN's request, the TOWN shall be entitled to inspect any and all of RECIPIENT's financial, operational, and/or entity documents, records, accounts, and systems. RECIPIENT shall provide the TOWN with the requested records and documents within five (5) of receipt of TOWN's request.
- 6.12 Non-Waiver. Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, may not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval may not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

- 6.13 Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which when taken together will constitute one complete agreement. Electronic signatures will be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.
- 6.14 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any Party or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, may not be affected thereby, and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 6.15 Binding Effect. This Agreement will be binding upon the Parties and their respective permitted successors and assigns.
- 6.16 Authority. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.
- 6.17 Incorporation of Exhibits/Recitals. The Exhibits and Recitals set forth in this Agreement are incorporated herein by reference and attachment.
- 6.18 Government Immunity. The TOWN advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code, as amended). The TOWN does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by the TOWN under this Agreement are expressly limited to the amounts identified in the Act.
- 6.19 Legal Compliance. RECIPIENT shall comply with all applicable State, local, and federal laws, rules, regulations, and orders. RECIPIENT is responsible for all applicable federal, State, and local taxes, all FICA contributions, and any other tax related reporting requirements.
- 6.20 Successor Legislation. Any statute referred to in this Agreement will be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.
- 6.21 Interpretation. In this Agreement, unless the context otherwise requires:
- 6.21.1 The captions and section headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement.

6.21.2 Use of the singular, plural, or a gender will include the other, and the use of the words “include” and “including” will be construed to mean “without limitation” or “but not be limited to.”

6.21.3 The word “may” is permissive; the words “may not” are prohibitive; and the word “will” is mandatory or required; and

6.21.4 The present tense includes the future tense, unless otherwise specified.

IN WITNESS WHEREOF, each of the Parties execute this Agreement as of the Effective Date.

THE TOWN:

RECIPIENT

By: _____

By: _____

Attest: _____

Name: _____

Title: _____

Exhibit A
APPLICATION FOR FUNDS

COPPERTON TOWN COUNCIL

RESOLUTION NO. #R2026-12

DATE: June 17, 2026

A RESOLUTION OF THE COPPERTON TOWN COUNCIL APPROVING AN AMENDMENT TO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR GRANT FUNDS REGARDING COPPERTON PARK

WHEREAS, the Town of Copperton (“**Copperton**”) and Salt Lake County (“**County**”) are parties to a contract and related amendment that provide Tourism, Recreation, Cultural, and Convention (“**TRCC**”) grant funds to Copperton to make certain improvements to Copperton Park; and

WHEREAS, Copperton and the County desire to amend the contract to change the scope and deadline for the improvements; namely, to: (i) complete certain Americans with Disability Act and infrastructure upgrades; and (ii) install a new commemorative arch as a community placemaking element within Copperton Park; and

WHEREAS, an amendment to the Agreement has been prepared entitled “Amendment No. 2 of the Agreement Between Salt Lake County and Copperton,” (the “**Amendment**”) attached to this resolution; and

WHEREAS, under the Amendment, the remaining \$72,367 in TRCC grant funds will be directed towards the installation of the new commemorative arch, while the City will provide its own funds to complete the remaining costs of the project, which are estimated to be \$250,000.

WHEREAS, the Copperton Town Council has determined that approval of the Amendment will serve the best interests of Copperon and the general public.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council:

1. Approval of the Amendment: The Amendment is hereby approved in the form attached to this resolution. The Amendment may be modified or revised prior to execution by the Mayor, provided that any such modifications or revisions do not substantially alter the material terms.
2. Severability: If a court of competent jurisdiction determines that any part of this resolution is unconstitutional or invalid, then such portion of this resolution, or specific application of this resolution, shall be severed from the remainder, which shall continue in full force and effect.
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 resolution to become effective under Utah law; and (b) to finalize and post the resolution to MuniCode, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors.
4. Effective Date: This resolution shall become effective immediately.

APPROVED and ADOPTED this 17th day of June 2026

TOWN OF COPPERTON

By: _____
Sean Clayton, Mayor

ATTEST

Diana Baun, Clerk

Voting:

Councilmember Stitzer	voting	_____
Councilmember Bailey	voting	_____
Councilmember Pratt	voting	_____
Councilmember McCalmon	voting	_____
Mayor Clayton	voting	_____

AMENDMENT NO. 2

To the

AGREEMENT BETWEEN

SALT LAKE COUNTY

AND

COPPERTON

THIS AMENDMENT NO.1 to Salt Lake County Contract #0000004045 is effective as of _____ day of _____, 2026, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and the **COPPERTON**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

- A. On or about June 19, 2024, the Parties entered into Salt Lake County Contract No. 0000004045 (the "Agreement");
- B. On or about March 25, 2025, the Parties entered into Amendment 1 to the Salt Lake County Contract No. 0000004045 (the "Amendment 1");
- C. The Parties now wish to amend the Agreement to amend the scope of work and extend the expenditure deadline and reporting deadlines.

AMENDMENT

The Parties agree to amend the Agreement as follows:

- 1. Paragraph 2 is deleted and replaced as follows:
- 2. **CITY'S OBLIGATIONS AND REPRESENTATIONS.**
 - A. Acknowledgement. City acknowledges that the TRCC Funds provided to City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake

County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, as attached to the original agreement (application) and amended in the Scope Change Request Form and Scope Change Presentation attached hereto as **EXHIBIT A** and **EXHIBIT B**, (project budget).

City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as **EXHIBIT A** by **September 30, 2026**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If City's TRCC Application, as amended, is attached as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicates that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **September 30, 2026**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://www.saltlakecounty.gov/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **December 31, 2026**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

F. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://www.saltlakecounty.gov/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2024, December 31, 2025 and December 31, 2026**.

G. Recordkeeping. City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately in the City's books. City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. City shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in City's possession.

(ii) City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.

(iii) City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this

Agreement.

(ii) Ethical Standards. City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

2. All Parts, Paragraphs, Attachments and other provisions of the Agreement shall be the same and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2, the day and year first above written.

[Signature Pages to Follow]

SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2026

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2026

Reviewed and Advised as to Form and Legality:

By _____
Senior Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

COPPERTON

By _____

Name: _____

Title: _____

Dated: _____, 2026

Attest:

_____, City Recorder
Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 2026

EXHIBIT A

Scope Change Request Form and Scope Change Presentation
(Application attached to original Agreement)



TRCC Project Change Request

Town of Copperton
Copperton Park Improvements

Project Contact

Name: Bianca Paulino
Email: bipaulino@msd.utah.gov
Phone: (385) 377 - 7147

Additional Contact

Name:
Email:
Phone: -

1) Request Type

- Scope Change
Deadline Extension
Other:

2) Reason for Request

Provide a brief summary and reason for the change.

We are requesting a scope change and deadline extension because during the design work process, it was revealed that the sidewalks, gutters, and ramps around the historic Copperton Park Arch (northwest corner) are outdated, misaligned, and do not meet current ADA standards. These issues were not identified in the original application, but they must be corrected before any new improvements can be safely or effectively installed. It would not be practical to add traffic calming or placemaking features on top of infrastructure that is not accessible or properly aligned. Addressing these conditions requires adjusting the project scope and extending the timeline.

3) Current Project Status

Explain the current project or program status, including next steps.

The pickleball courts and tennis court have been completed. Remaining funds were planned for northwest corner improvements identified in the Copperton Active Transportation Plan, including traffic calming features and enhancements to create a more welcoming entrance to the park. During design, the team discovered significant problems with the existing sidewalks, gutters, and ramps near the historic arch. These issues must be fixed first to ensure ADA compliance and proper function of the planned improvements. The City is prepared to contribute funding toward these repairs. Next steps include completing the necessary infrastructure corrections and then moving forward with the revised improvements.

4) Project Summary

Provide an overview of the updated project or program that explains its purpose, what has changed, and what it aims to accomplish (include who, what, when, where, cost).

The updated project will still focus on improvements within Copperton Park, but the sequence and allocation of funding are proposed to change. During the design process, it was identified that the sidewalks, gutters, and ramps around the historic Copperton Park Arch do not meet current ADA standards and must be repaired and realigned before other improvements can be implemented. The City plans to use its own funding to complete these ADA and infrastructure upgrades. During the evaluation and planning of these improvements, the idea of installing a complementary arch to commemorate Copperton's decennial milestone and celebrate the community's identity also emerged. As part of this proposed scope adjustment, the remaining grant funds (\$72,367) would be directed toward the installation of the new arch as a community placemaking element within Copperton Park, with the City covering the remaining costs of the estimated \$250,000 project. Final siting of the arch will occur within Copperton Park during the design process, and improvements would be completed within the proposed extended project timeline.



TRCC Project Change Request

Town of Copperton
Copperton Park Improvements

5) Scope of Work

Describe the scope of work, including the requested scope change, expected deliverables, and updated timeline.

The proposed scope adjustment maintains the overall goal of improving Copperton Park while modifying the sequence of work and allocation of grant funds. During the design process, it was identified that the sidewalks, gutters, and ramps around the historic Copperton Park Arch do not meet current ADA standards and must be repaired and realigned before additional improvements can be implemented. The City plans to use its own funding to complete these ADA-related infrastructure upgrades. During the evaluation of these improvements, the idea of installing a complementary arch within Copperton Park emerged as a community placemaking feature to commemorate Copperton's decennial milestone and celebrate the town's identity. As part of this proposed scope change, the remaining grant funds (\$72,367) would be directed toward the installation of the new arch, with the City covering the remaining costs of the estimated \$250,000 project. Deliverables include concept design, engineering and permitting, and construction and installation of the arch. The anticipated timeline includes concept development (2-4 weeks), design and engineering (4-8 weeks), and fabrication and installation (6-12 weeks), with completion anticipated by August in coordination with the Copperton Town Days community event.

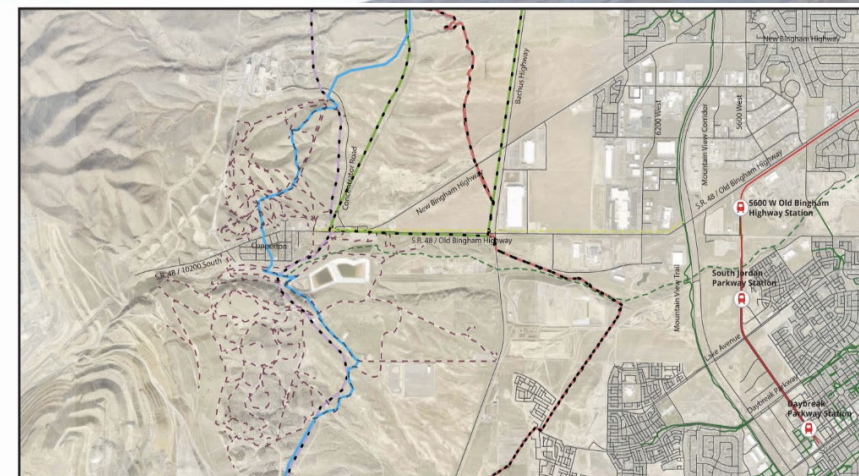
Copperton Park Upgrade Project — REQUESTED AMENDMENTS

Town of Copperton. March 2026



Park Significance

Copperton was first established as a company town for the Utah Copper Company. Copperton Park was dedicated in 1927, as the central recreational and meeting space for the community. Even still, this is where the community gathers for events and family outings. Children can walk or ride their bikes to various park amenities, without supervision. All Copperton residents live within 1/3 mile walking distance of the park.



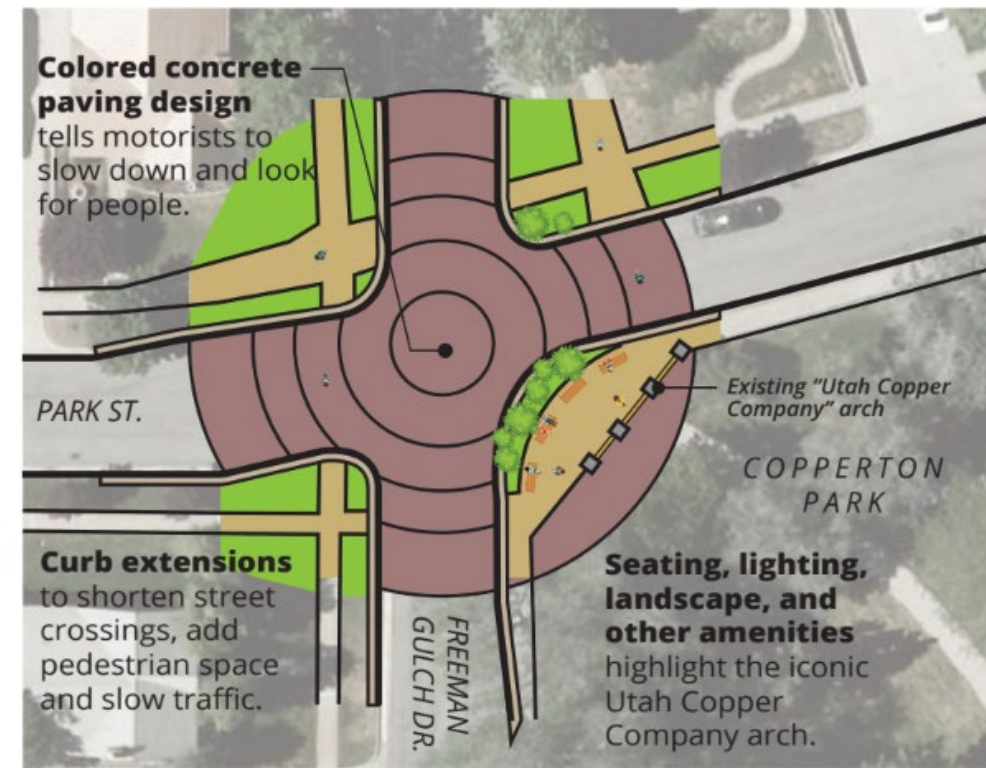
What has been completed?

- The 4 pickle ball courts and 1 tennis court have been completed.



What Changed?

- During the design process, sidewalks, gutters, and ramps near the historic Copperton Park Arch were found to be outdated, misaligned, and not ADA compliant. These infrastructure improvements must be completed before additional improvements can be installed safely and effectively.
- The City plans to fund the ADA-related repairs separately. The proposed scope change would redirect the remaining grant funds toward installing a new commemorative arch in Copperton Park to celebrate Copperton's decennial milestone.



Park Corners

Copperton Park is a beloved community place and the Utah Copper Company archway in the northwest corner is likely the most iconic landmark in town. This concept seeks to enhance this location by reducing the crossing distance to the park, helping to slow traffic, and converting extra asphalt into pedestrian space that celebrates community history and identity.

Questions?

Next Steps

- Concept design and preconstruction coordination (April)
- Complete design, engineering (May–June)
- Fabrication and construction of the arch (June–July)
- Installation and project completion in coordination with Copperton Town Days (August)

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Exhibits B
(Attached to Agreement)