

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WHEREAS, Chapter 3.71 of the Copperton Municipal Code sets forth outdated provisions related to Salt Lake County participation and appropriation of funds to private projects; and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 Chapter 3.71 of the Copperton Municipal Code is hereby repealed.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
Diana Baun, Clerk

Voting:

Council Member Pratt	voting	<u>aye</u>
Council Member Stitzer	voting	<u>ABSENT</u>
Council Member Bailey	voting	<u>aye</u>
Council Member McCalmon	voting	<u>aye</u>
Mayor Clayton	voting	<u>aye</u>

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: June 18, 2026
Effective Date of Ordinance: June 18, 2026

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
Diana Baun, Clerk

Voting:

Council Member Pratt	voting	<u>aye</u>
Council Member Stitzer	voting	<u>ABSENT</u>
Council Member Bailey	voting	<u>aye</u>
Council Member McCalmon	voting	<u>aye</u>
Mayor Clayton	voting	<u>aye</u>

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; and
- 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 \$2,000 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 \$2,000 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 COPPERTON 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

- 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.
- 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 _____.
- 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.
- 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



TOWN OF COPPERTON

860 W Levoy Dr., Ste. 300

Taylorsville, UT 84123

<https://copperton.utah.gov/>

Application for Contribution (Including Fee Waivers)

Name of Organization: _____

Address: _____

Contact Person: _____ Phone: _____ Email: _____

Fiscal year runs from _____ to _____

Brief History of Organization: (Who started it? How long has it been organized? etc.)

Type of Request: ___ Money ___ Equipment ___ Personnel ___ Facilities ___ Fee Waiver

If you are requesting money, please answer the following questions:

Amount of Request: \$ _____

Percent of Agency Budget: _____ %

Have you previously received money from Copperton? Yes No

If yes, when and how much? (Previous three years)

Purpose of money requested and target population (may include a draft program):

Please attach:

1. Current List of Board of Directors
2. Organization Chart
3. Copy certification of nonprofit status. If not a nonprofit community service-based organization, please state the status of the organization.
4. Copy of an independent audit. If you do not have one, please enclose a copy of current financial statements.
5. Draft Program

You will be expected to report to the Copperton Town Council on how the money was used and the success of the project.

The undersigned hereby acknowledges that he or she has authority to bind the organization listed in the grant and will abide by the terms of this grant of Copperton funds as that grant is defined in the supporting documents. The grantee accepts the following terms and conditions as a condition of receiving and using Copperton funds or the waiver of fees: Copperton funds will be used solely for the purposes approved by the Mayor as applied for or amended in this grant. Any expenditure for purposes other than those approved will require a return of the entire grant amount and may disqualify the grantee from receiving any additional Copperton funds. It is further understood that no grant funds will be made available to any Copperton officer or employee, or in violation of the requirements of the Public Employees Ethics Act (67-16-1 *et seq.*). No grant funds will be used for political or campaign purposes. As a further condition of the grant, all Copperton funds may be subject to an audit as required by Copperton. The grantee is required to complete the Disbursement of Funds Report.

Dated this _____ day of _____, _____.

Applicant/Grantee/Recipient

RECIPIENT ORGANIZATION'S DISBURSEMENT OF FUNDS REPORT

This report is to be filed with the Council on or before January 31st of the year following the disbursement. If further contributions are desired, the report must be filed with the Council by September 1st of each year.

Name of Organization: _____

Address: _____

Contact Person: _____ **Phone:** _____ **Email:** _____

Amount: \$ _____ Date Received: _____

Please describe how the money was spent; include who was helped, what other contributions were made to your program, etc.: *(Please attach additional information as needed)*-

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.