



**CITY OF KEARNS
COUNCIL MEETING AGENDA
August 10, 2026**

Element Event Center
5658 Cougar Lane
Kearns, UT 84118

PUBLIC NOTICE IS HEREBY GIVEN that the Kearns City Council will hold a meeting on the **10th day of August 2026** to begin at 6:00 p.m., in the North Ballroom of the Element Event Center, located at 5658 Cougar Ln., Kearns, Utah 84118 as follows:

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

PUBLIC MEETING

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

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

Any person wishing to comment on any item not otherwise scheduled for a public hearing on this evening's agenda will need to enter the virtual Public Comment queue. **All participants planning to speak**, whether in person or virtually, must complete our quick and easy sign-up form at <https://wkf.ms/44QBEzy>. For those attending in person there will be a QR code to scan or physical comment cards when absolutely needed.

Virtual Participants: You must still complete a digital comment card at <https://wkf.ms/44QBEzy> and follow the directions on the completion page to enter the virtual public comment queue.

Public comment is limited to three (3) minutes per person.

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

ORDER OF BUSINESS:

6. CONSENT AGENDA

- A. Approval of City Council Meeting Minutes
 - a. July 13, 2026 City Council Meeting
 - b. July 21, 2026 Special Meeting
 - c. July 27, 2026 Special Meeting
- B. Acknowledgement of Monthly Financial Reports

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

- A. Discussion and Potential Action Regarding **Ordinance 2026-O-14**, Adopting the 2024 International Wildland-Urban Interface (WUI) Code
- B. Discussion and Potential Action Regarding Approval of the Cooperative Wildfire System Agreement with the Utah Division of Forestry, Fire, and State Lands – **Nathan Bracken, City Attorney**

- C. Discussion and Potential Action Regarding **Resolution R2026-16**, Resolution Approving an Interlocal Agreement with the Unified Fire Authority to Fulfill Magna's Cooperative Wildfire System Responsibilities – *Nathan Bracken, City Attorney*
- D. Discussion and Potential Action Regarding **Resolution R2026-17**, Approving an Employment Contract for a City Administrator – *Nathan Bracken, City Attorney*
- E. Discussion and Potential Action Regarding **Ordinance 2026-O-15**, Amending Title 11 Chapter 20 Section 135 of the Kearns Municipal Code
- F. Discussion and Potential Action Regarding **Ordinance 2026-O-16**, Amending Chapter 11.26 of the Kearns Municipal Code, Provisions Related to Parking Enforcement

8. WORKSHOP (Discussion only) - None

9. PRESENTATION ITEMS

- A. City Code Restatement Project Updates – *Nathan Bracken, City Attorney*

10. STAKEHOLDER REPORTS

- A. Unified Fire Authority – *Chief Tyler Lintz*
- B. Unified Police Department – *Chief Levi Hughes*

11. FUTURE AGENDA ITEMS

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

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

13. ADJOURN

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

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

When: August 10, 2026, 06:00 PM Mountain Time (US and Canada)

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

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

POSTED ON: August 8, 2026



**CITY OF KEARNS
COUNCIL MEETING MINUTES
July 13, 2026**

****DRAFT MINUTES – UNAPPROVED****

Element Event Center
5658 Cougar Lane
Kearns, UT 84118

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

STAFF PRESENT: Nathan Bracken – City Attorney, Dan Adams – Langdon Group, Daniel Hoffman – Accounting Manager, Curtis Woodward – Planning Supervisor, Chief Levi Hughes – UPD, Diana Baun – City Recorder

OTHERS PRESENT:

PUBLIC MEETING

1. CALL TO ORDER

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

2. DETERMINE QUORUM

Mayor Valdez noted a quorum was present with all council members in attendance.

3. PLEDGE OF ALLEGIANCE

Mayor Valdez led the Pledge of Allegiance.

4. VISITING OFFICIALS

Chief Levi Hughes presented a station flag to Sergeant Sean Fawcett, recognizing his dedication and service to the Kearns community. Chief Hughes highlighted the significance of the flag, awarded only to individuals who have demonstrated exceptional commitment to the city. Sergeant Fawcett's contributions as a police officer, coach, and community volunteer were commended. Mayor Valdez congratulated Sergeant Fawcett and expressed appreciation for the Unified Police Department's dedication.

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

Richard McCune

A resident of Kearns and representative of the Taylorsville Communications Council of the Church of Jesus Christ of Latter-day Saints, announced the upcoming Salt Lake Temple open house and invited city officials to attend special guided tours.

Kent Davis

Republican nominee for Salt Lake County District Attorney, addressed the council, emphasizing his commitment to engaging with local communities and ensuring the DA's office remains responsive to Kearns' needs.

Charles Henderson

A resident of Park Ridge subdivision, raised concerns regarding recent fiber optic construction by Comcast. He noted discrepancies between the promised use of existing utility footprints and the installation of new pedestals in residents' yards, which he described as unsightly and disruptive. Mr. Henderson requested city assistance in addressing the issue.

Daniel Kofford

Neighbors of Mr. Henderson, echoed the complaint, describing property damage and code enforcement challenges related to the construction. He advocated for improved enforcement and maintenance standards to enhance community pride and accessibility.

ORDER OF BUSINESS:

6. CONSENT AGENDA

- A. Approval of City Council Meeting Minutes
 - a. June 8, 2026 City Council Meeting
- B. Acknowledgement of Monthly Financial Reports

Council Member Butterfield moved to approve the Consent Agenda Items as published. Council Member Colby seconded the motion; vote was 5-0, unanimous in favor.

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

- A. Discussion and Potential Action Regarding **Ordinance 2026-O-08**, An Ordinance of the Kearns City Council Adopting an Official City Map

Council Member Colby provided an extensive overview of the proposed official city map, explaining that its development had been ongoing since the beginning of the year and had involved multiple rounds of refinement by both the Planning Commission and staff. Council Member Colby described the map's features, including district boundaries, parks displayed in dark green, areas owned by the Kearns Fitness Center indicated in lighter green, and commercial shopping areas marked in yellow to increase public awareness of local businesses, including a small grocery store that is often overlooked by residents. She noted that the library and police building were also marked in yellow as they contain areas where items can be purchased, although these areas are distinct from typical retail stores.

Council Member Colby also stated that schools and churches were included and labeled directly on the map for clarity. Mayor Valdez had previously suggested that naming these facilities, rather than relying solely on color coding, would improve public understanding. Council Member Colby clarified additional corrections needing attention, including the placement of the newly constructed fire station near city boundaries, which, although located outside Kearns limits, serves Kearns residents and was therefore incorporated into the map through a blown-out inset.



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COUNCIL MEETING MINUTES
July 13, 2026

Nathan Bracken reviewed the Planning Commission's formal recommendations and explained that two public hearings had already been held. Because the time between the Planning Commission's meeting and the Council meeting had been insufficient to make the recommended technical changes, he advised approval of the map with direction to staff and Council Member Colby to finalize those adjustments before the map becomes effective on August 1. Planned corrections included removing outdated facility names, updating school information, clarifying playground details, adjusting park colors, and removing references to entities no longer operating. After discussion, Council Member Butterfield added corrections to fire station numbering, specifically Fire Station 109 located on 5400 South and Station 107 located on 5600 West. The Council agreed these items should be incorporated into the final map update.

Council Member Butterfield moved to approve Ordinance 2026-O-08 with the minor corrections discussed above. Council Member Schaeffer seconded the motion; vote was 5-0, unanimous in favor.

B. Discussion and Potential Action Regarding **Ordinance 2026-O-09**, An Ordinance Adopting the 2026-2027 Fiscal Year Fee Schedule for the City of Kearns

Nathan Bracken presented the annual fee schedule updates, explaining that the Municipal Services District typically prepares a schedule for all participating jurisdictions and that it was delayed slightly this year due to coordination needs. He described the redlined version included in the Council's packet and noted that an earlier formatting error had removed some of the redline indicators, requiring staff to re-highlight the changes manually. City Recorder Diana Baun confirmed that the version provided did include the changes but that Planning Commission recommendations were not yet built into the draft.

Mr. Bracken summarized the Planning Commission's sole recommended modification: removing the short-term rental fee language since Kearns does not authorize short-term rentals. He explained that including fees for a land use not permitted by ordinance could create confusion, and violations could still be enforced under general provisions without the need for a dedicated section. The ordinance also introduced a simplified parking fine structure modeled after successful systems in other MSD jurisdictions such as Brighton and Magna. These changes were designed to enhance enforcement clarity and give UPD additional tools for compliance, responding to long-standing requests from Council Member Schaeffer and others for stronger parking enforcement options.

Council Member Schaeffer moved to approve Ordinance 2026-O-09 with the amendments discussed above. Council Member Longtin seconded the motion; vote was 5-0, unanimous in favor.

C. Discussion and Potential Action Regarding **Ordinance 2026-O-10**, An Ordinance Repealing and Reenacting Title 11 Chapter 20 Section 170 of the Kearns Municipal Code

Nathan Bracken introduced the updated parking penalties ordinance, explaining that the existing section of code was limited, categorizing violations simply as infractions without sufficient detail or enforcement authority. He described the revised language as consistent with other municipalities within the MSD system and designed to provide clearer definitions of violations, schedules for late

fees, and explicit authorization for MSD personnel to perform parking enforcement duties in coordination with UPD.

Council Member Schaeffer, who had spent considerable time reviewing the ordinance, inquired about the absence of explicit references to motorhomes, pop-up trailers, and camping trailers parked on streets for extended periods. Mr. Bracken clarified that such violations remain enforceable under other parts of Title 11 and Title 18, and that definitions and limitations related to recreational vehicles appear elsewhere in the municipal code rather than in the penalty section. He further explained that the penalty section's purpose is not to restate all prohibitions but to establish consequences when any provision of the larger title is violated. He noted that the municipal code currently provides the necessary definitions under Chapter 11.04.

Council Member Schaeffer moved to approve Ordinance 2026-O-10. Council Member Butterfield seconded the motion; vote was 5-0, unanimous in favor.

D. Discussion and Potential Action Regarding **Ordinance 2026-O-11**, An Ordinance Repealing and Reenacting Title 12 of the Kearns Municipal Code

Mayor Valdez presented the ordinance amending Title 12, describing the shift from a strict enforcement-first approach to a model centered on resident education, resource availability, and collaborative problem-solving. He emphasized creating partnerships between code enforcement personnel and residents, providing guidance, support materials, and clear expectations before issuing a violation notice. He stated that most residents facing property-related issues are experiencing difficulties rather than intentionally neglecting responsibilities, and that the city should respond in a way that promotes pride, resilience, and community engagement.

Nathan Bracken added that earlier versions of Kearns' code enforcement system had eliminated courtesy notices, relying solely on notices of violation, which often led to adversarial interactions with residents. He explained that the reinstated courtesy notice would allow residents time to understand expectations, address issues, and seek assistance before enforcement escalates. He noted that recent legislative changes have imposed additional informational requirements on official notices, making them more intimidating and complex for residents, another reason courtesy notices can improve clarity and reduce conflict.

Council members discussed the need for visual aids, educational materials, and approachable enforcement staff. Council Member Schaeffer stated a preference that code restatement broadly begin from scratch, a suggestion that was later echoed during the code restatement update.

Mayor Valdez moved to approve Ordinance 2026-O-11. Council Member Butterfield seconded the motion; vote was 4-0, unanimous in favor, with Council Member Schaeffer abstaining.

E. Discussion and Potential Action Regarding **Resolution R2026-15**, A Resolution of the Kearns City Council Restating the Council's Rules of Order and Procedure

Nathan Bracken introduced the updated rules governing Council procedure, noting that the previous version relied heavily on Robert's Rules of Order and had been prepared years earlier using a basic template. The new version is more robust, clearer, and aligned with modern practices in Utah



CITY OF KEARNS COUNCIL MEETING MINUTES

July 13, 2026

municipalities, ensuring Council members have predictable and accessible procedural guidelines without needing extensive knowledge of parliamentary law.

A major feature of the update is the formalization of the agenda development process. At each meeting's end, Council members will discuss future agenda items, followed by an email from the Recorder requesting materials that must undergo legal review. Items requiring attorney review must be submitted two weeks before the meeting to allow for a one-week legal review and one week of Council review. Planning Commission items need only one week because the attorney already reviews them before they reach the Council. The Council maintains the ability to add items at any time, even outside these timelines, whereas members of the public and staff must follow the stated deadlines.

Mr. Bracken described these rules as reflective of the schedule already followed informally and intended to ensure smoother packet preparation, clearer deadlines, and more organized meeting flow.

Council Member Butterfield moved to approve Resolution R2026-15. Council Member Colby seconded the motion; vote was 5-0, unanimous in favor.

- F. Discussion and Potential Action Regarding **Ordinance 2026-O-12**, An Ordinance of the Kearns City Council Amending and Replacing Section 2.04.150 of the Kearns Municipal Code to Provide for City Council's Creation of Committees, Governance, and Membership Appointment and Removal Powers

Nathan Bracken introduced the ordinance establishing foundational governance rules for city committees, noting that Kearns recently created the Kearns Community Committee and anticipates future committees such as an arts committee. The ordinance provides standardized expectations for all committees formed by the Council, regardless of their future number or subject matter.

The ordinance outlines appointment authority, clarifies that committee members serve at the pleasure of the Council, and establishes a consistent process for removal if necessary. It also ensures each committee may adopt its own charter and tailored procedures while still operating within citywide governance parameters. The purpose is to provide structure without limiting flexibility and to maintain accountability and alignment with Council priorities.

Council Member Longtin moved to approve Ordinance 2026-O-12. Council Member Colby seconded the motion; the vote was 5-0, unanimous in favor.

8. WORKSHOP (Discussion only) – None

No workshop items were discussed.

9. PRESENTATION ITEMS

A. Emergency Planning Updates

Madison Warner reviewed her prepared presentation (**Attachment A**). She then provided updates on ongoing and upcoming emergency plans, including the Community Wildfire Preparedness Plan, continuity of operations, mass care and evacuation annex, and event action plans. Ms. Warner

discussed the completion of the emergency manager succession survey and the rollout of the emergency manager's guide. Shelter site assessments and upcoming training opportunities were reviewed. Council members expressed interest in further training and interlocal agreements for resource sharing.

B. 5400 South Corridor Study Updates

Bianca Paulino reviewed presentation included in meeting packet materials detailing project goals, stakeholder involvement, traffic analysis, and future needs assessment. The study aims to address safety, mobility, connectivity, and placemaking along the corridor, with ongoing public engagement and concept development.

C. UDOT Walking Loops Initiative and Postcard Project

Bianca Paulino reviewed presentation included in meeting packet materials and updated presentation (**Attachment B**).

Ms. Paulino and Tim Sullivan, consultant with Fehr & Peers, described the walking loops initiative, designed to promote active transportation and community engagement in the Kearns Town Center. The project includes mapped walking routes, informational postcards, sidewalk decals with QR codes, and pop-up pedestrian improvements. The council expressed support for the initiative.

D. City Code Restatement Project Updates

Nathan Bracken provided updates on the code restatement project, recommending adoption of codes from comparable cities such as Riverton, West Valley, and South Jordan. Council Member Schaeffer and others agreed to start from scratch for clarity and relevance.

10. STAKEHOLDER REPORTS

A. Unified Fire Authority

Chief Tyler Lintz thanked Mayor Valdez for assistance with fire restrictions and reported on recent incidents, including successful compliance during July 4th. Chief Lintz discussed mutual aid operations, cooling shelter openings, and safety concerns related to cooking fires.

B. Unified Police Department

Chief Levi Hughes reported on recent police activities, including narcotics investigations, traffic enforcement, and community engagement. Chief Hughes announced the appointment of Officer Jose Hernandez as the new traffic officer and addressed ongoing efforts to improve complaint routing and enforcement. Council Member Butterfield thanked the department for addressing reckless driving incidents.

Kearns Improvement District

Greg Anderson announced the district's recognition as the top water provider in North America and reported significant reductions in water usage. Mr. Anderson promoted the upcoming Running Toilet 5K event and expressed appreciation for community collaboration.



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COUNCIL MEETING MINUTES
July 13, 2026**

11. FUTURE AGENDA ITEMS

Nathan Bracken noted an upcoming Planning Commission item regarding the Wildland-Urban Interface Code update to the 2024 edition, which will be a technical change with no impact on Kearns.

Council Member Longtin motioned to recess the City Council Meeting at 7:56 PM and move to enter a Closed Session for the reasons highlighted below. Council Member Colby seconded the motion; vote was 5-0, unanimous in favor.

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

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

13. ADJOURN

Council Member Butterfield motioned to adjourn the City Council Meeting immediately following the adjournment of the Closed Session. Council Member Colby seconded the motion; vote was 5-0, unanimous in favor.

The July 13, 2026 Kearns City Council Meeting adjourned at 10:11 p.m.

This is a true and correct copy of the July 13, 2026, City Council Meeting Minutes, which were approved on August 10, 2026

Attest:

Diana Baun, City Recorder

Jesse Valdez, Mayor



**CITY OF KEARNS SPECIAL
COUNCIL MEETING MINUTES
July 21, 2026**

****DRAFT MINUTES – UNAPPROVED****

Element Event Center
5658 Cougar Lane
Kearns, UT 84118

COUNCIL MEMBERS PRESENT:

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

STAFF PRESENT:

Diana Baun, City Recorder
Joel Grant, HR Director
Nathan Bracken, City Attorney
Lisa Watts-Baskin, Deputy City Attorney

PUBLIC MEETING

1. CALL TO ORDER

Mayor Jesse Valdez called the Special Meeting of the Kearns City Council to order shortly after 6:00 p.m. on **July 21, 2026**.

2. DETERMINE QUORUM

A quorum was present, allowing the meeting to proceed.

ORDER OF BUSINESS:

3. PUBLIC HEARING ITEMS:

- A. **Ordinance 2026-O-13**, An Ordinance Amending the Total Maximum Compensation Package for the Kearns City Administrator Position

Mayor Valdez introduced the public hearing item and explained that a digital comment card process was in place for individuals wishing to speak in person or virtually. He noted that a link was provided for remote participants and clarified that the public hearing would begin after an HR presentation from MSD Human Resources Director Joel Grant.

Presentation by Joel Grant (MSD Director of Human Resources)

Joel Grant provided an extensive briefing outlining why the previously approved compensation cap of \$180,000 had proven insufficient in attracting qualified candidates. He described the recruitment

process conducted over the past year, including a pool of more than 30 applicants narrowed to 10, two rounds of interviews, and two job offers—both declined even when candidates were offered the maximum allowed under the existing cap.

Mr. Grant emphasized that the Strategic City Administrator role demands an experienced, high-level executive capable of handling complex municipal operations, economic development, and coordination leading into and beyond the 2034 Olympic Games. He shared comparative salary information from other Utah cities and assistant city manager positions, arguing that the market rate had risen significantly and that Kearns' prior compensation range was well below current norms. He recommended increasing the administrator's maximum base salary to **\$170,000**, with up to an additional 50% in benefits, noting that even this amount remained below regional averages.

Mayor Valdez clarified that funding for the role already existed within the budget and reiterated that neither he nor the Council were seeking higher compensation arbitrarily, but had reached this point after a year of unsuccessful recruitment efforts.

Council Member Chrystal Butterfield moved to open the public comment portion of the meeting. Council Member Schaeffer seconded the motion; vote was 5-0, unanimous in favor.

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

Throughout the comment period, both in-person and virtual participants offered their statements. Due to technical difficulties, audio for online participants did not initially transmit, and staff worked to resolve the issue. Comments were taken in the order submitted through digital and physical comment cards.

Joanne Thompson expressed concerns about whether a city administrator—if hired—would be able to improve deteriorating conditions in Kearns. She asked whether the person selected would have the capability and commitment to address issues residents see in the community.

Dennis Clauson questioned the salary comparisons shown during the presentation, asserting that some nearby cities pay less than the proposed amount. He stated that Kearns does not have the financial infrastructure to justify a \$170,000 salary and cautioned the Council against “cherry picking” higher-paying cities for comparison.

Brian Richards shared long-standing concerns about limited tax revenue, rising costs, and the burden on low-income residents. He felt the proposed compensation was excessive and stated that individuals with passion for the community, not necessarily those with the highest résumé credentials—could perform effectively at a lower cost. He shared several ideas for economic development and community services he would have implemented himself.

Jenny Williams communicated online that participants were unable to hear the proceedings. She asked why compensation was being revisited so soon after budget ratification and questioned whether a



CITY OF KEARNS SPECIAL COUNCIL MEETING MINUTES

July 21, 2026

particular candidate was driving the proposed increase. She also asked whether any candidate was related to a city official.

Kent Marcus emphasized that other cities being used for comparison have much larger commercial tax bases, while Kearns' revenue is limited. He stated that Kearns lacks the revenue to support an administrative salary in the proposed range and noted ongoing local infrastructure needs such as lighting projects.

Roger Snow, a long-time resident and former volunteer council member, offered extensive analysis of sales tax revenues in Kearns compared to other cities. He argued that Kearns' smaller tax base makes higher salary figures unsustainable. Snow strongly recommended exploring alternative compensation structures such as performance-based bonuses and questioned why the meeting was not posted sooner on the city's official social media channels.

Whitney Bullock expressed strong opposition to increasing the compensation cap beyond \$180,000 and to creating additional administrative positions. She argued that Kearns is small, landlocked, and already has MSD performing many administrative functions. She questioned fiscal priorities,

Cassandra Hodges stated that the listed duties for the city administrator appeared duplicative of MSD's responsibilities and asked why Kearns should pay a second person to perform work MSD already handles. She argued the proposed salary increase was excessive and should correlate to measurable revenue generation.

Janet Nerdin presented independent research comparing compensation with similarly sized cities and concluded that Kearns' salary range may still be too low to attract qualified candidates. She supported increasing compensation to secure experienced leadership capable of developing the local economy and improving long-term efficiency.

Ray Thomas stressed that no modern city he has worked with functions effectively without a city administrator or manager. He stated that Kearns cannot rely on elected officials to manage day-to-day operations, and that the position requires expertise comparable to a CEO. He supported compensation increases consistent with market expectations.

Staff attempted to locate the online participant "D. Howick" who submitted a digital comment but did not appear in the virtual queue. No verbal comment was ultimately provided.

Following public comments, Mayor Valdez and Joel Grant addressed various questions raised.

Mayor Valdez clarified that he and the Council were taking a deliberately cautious and fiscally conservative approach, emphasizing that the initial lean recruitment strategy failed and that the Council felt obligated to reassess the pay structure. He stated that the Council's responsibility is strategic—not operational—and that an experienced administrator is essential for advancing Kearns' interests as the city moves toward major opportunities such as the Olympic Games.

Joel Grant addressed questions surrounding market data, candidate motivations, differences between city manager and city administrator roles, and potential outcomes of adjusting the compensation range. He reaffirmed that the recommended increase was necessary to recruit a qualified candidate who would stay longer than the typical two-year turnover seen in similar roles.

Council members shared perspectives:

- **Council Member Schaeffer** stated he preferred maintaining the current \$180,000 cap and restarting recruitment at that level.
- **Council Member Lauren Colby** supported raising compensation but at a lower level than first recommended.
- **Council Member Butterfield**, drawing from her HR background, stated that underpaying candidates leads to both recruitment failures and attrition, and that competitive compensation is essential.
- **Council Member Longtin** emphasized the urgency of experienced leadership given current regional developments and county negotiations.

Council Member Butterfield moved to close public comment. Council Member Colby seconded the motion; vote was 5-0, unanimous in favor.

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

Council Member Jesse Valdez moved that the Council approve Ordinance 2026-O-13, raising the total maximum compensation package for the City Administrator position to a base salary of \$150,000 plus approximately 50% for benefits for a total compensation of \$220,000. Council Member Chrystal Butterfield seconded the motion; vote was 4-1 with Council Member Schaeffer voting “NO”, motion passed.

Council Member Butterfield moved to recess the City Council Meeting and move to Closed Session for the reason(s) highlighted below. Council Member Colby seconded the motion; vote was 5-0, unanimous in favor.

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

A. Discussion of the character, professional competence or physical or mental health of an individual

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



**CITY OF KEARNS SPECIAL
COUNCIL MEETING MINUTES
July 21, 2026**

Council Member Schaeffer moved to adjourn the July 21, 2026 City Council Special Meeting at 8:00 PM, immediately following the adjournment of the Closed Session. Council Member Longtin seconded the motion; vote was 5-0, unanimous in favor.

This is a true and correct copy of the July 21, 2026, City Council Special Meeting Minutes, which were approved on August 10, 2026.

Attest:

Diana Baun, City Recorder

Jesse Valdez, Mayor



**CITY OF KEARNS SPECIAL
COUNCIL MEETING MINUTES**

July 27, 2026

DRAFT MINUTES – UNAPPROVED**

Element Event Center
5658 Cougar Lane
Kearns, UT 84118

PUBLIC MEETING

- 1. CALL TO ORDER**
- 2. DETERMINE QUORUM**

A quorum was present, allowing the meeting to proceed. Council Member Lyndsay Longtin was absent but expected to join soon.

Council Member Butterfield moved to recess the City Council Meeting and move to Closed Session for the reason(s) highlighted below. Council Member Colby seconded the motion; vote was 4-0, unanimous in favor with Council Member Longtin absent from the vote.

ORDER OF BUSINESS:

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

Council Member Longtin joined the meeting shortly after moving to the closed session.

- 4. ADJOURN**

Council Member Schaeffer moved to adjourn the July 27, 2026 City Council Special Meeting at 6:44 pm. Council Member Longtin seconded the motion; vote was 5-0, unanimous in favor.

This is a true and correct copy of the July 27, 2026, City Council Special Special Meeting Minutes, which were approved on August 10, 2026.

Attest:

Diana Baun, City Recorder

Jesse Valdez, Mayor

Greater Salt Lake Municipal Services District

Standard Financial Report

50 City of Kearns - 07/01/2025 to 06/30/2026

100.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	0.00	316,353.06
10110 Cash - Xpress Bill Pay	0.00	16,153.67
10200 Cash - PTIF	2,528,399.87	4,213,366.54
10401 Zions Credit Card	0.00	(490.34)
10750 Undeposited Receipts	(0.09)	(5,698.78)
Total Cash and cash equivalents	2,528,399.78	4,539,684.15
Receivables		
11530 Accounts Rec. -	17,878.51	352.71
11531 Taxes Receivable	0.00	6.84
12500 Due from Other Gov.	1,655,624.41	50,348.54
12550 Due from Other Funds	510.00	10,510.00
Total Receivables	1,674,012.92	61,218.09
Other current assets		
12600 Prepaid	0.00	16,666.68
12601 Prepaid ARPA funds	0.00	40,000.00
Total Other current assets	0.00	56,666.68
Total Current Assets	4,202,412.70	4,657,568.92
Non-Current Assets		
Restricted assets		
10102 Cash - Zions Bond Escrow	95,324.92	43,388.77
Total Restricted assets	95,324.92	43,388.77
Total Non-Current Assets	95,324.92	43,388.77
Total Assets:	4,297,737.62	4,700,957.69
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	13,758.54	357,866.99
21100 Accrued Expenses	17,547.09	17,547.09
23450 Performance Bonds Payable	95,324.92	43,388.77
24000 Due to Other Funds	1,674,114.51	0.00
Total Current liabilities	1,800,745.06	418,802.85
Total Liabilities:	1,800,745.06	418,802.85
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	1,632,308.87	3,194,471.15
29010 Assigned Capital Fund	262,683.69	262,683.69
29561 Restricted Corridor Preservation Fund	602,000.00	825,000.00
Total Equity - Fund Balance	2,496,992.56	4,282,154.84
Total Liabilites and Fund Equity:	4,297,737.62	4,700,957.69
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District

Standard Financial Report

50 City of Kearns - 07/01/2025 to 06/30/2026

100.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
Sales Taxes					
3100.300 Sales Tax	6,900,633.70	6,864,792.70	6,500,000.00	(364,792.70)	105.61%
Total Sales Taxes	6,900,633.70	6,864,792.70	6,500,000.00	(364,792.70)	105.61%
SB 136 Sales Tax					
3100.350 SB 136 Sales Tax	618,184.70	612,617.65	650,000.00	37,382.35	94.25%
Total SB 136 Sales Tax	618,184.70	612,617.65	650,000.00	37,382.35	94.25%
MET Taxes					
3100.112 MET-Municipal Telecom	0.00	(6,210.63)	0.00	6,210.63	0.00%
Total MET Taxes	0.00	(6,210.63)	0.00	6,210.63	0.00%
Total Taxes	7,518,818.40	7,471,199.72	7,150,000.00	(321,199.72)	104.49%
Intergovernmental revenue					
Road Funds					
3100.560 B&C Road Fund Allotment	1,721,486.51	1,661,429.53	1,600,000.00	(61,429.53)	103.84%
3100.561 HB244 Corridor Preservation Funds	302,000.00	148,000.00	0.00	(148,000.00)	0.00%
3100.562 County Public Transit Tax	6,283.41	292,766.19	0.00	(292,766.19)	0.00%
Total Road Funds	2,029,769.92	2,102,195.72	1,600,000.00	(502,195.72)	131.39%
CARES Act					
3100.322 ARPA Funds	0.00	834,516.66	2,631,285.00	1,796,768.34	31.72%
Total CARES Act	0.00	834,516.66	2,631,285.00	1,796,768.34	31.72%
Total Intergovernmental revenue	2,029,769.92	2,936,712.38	4,231,285.00	1,294,572.62	69.40%
Licenses and permits					
Business licenses					
3100.130 Business Licenses	54,126.00	54,169.95	50,000.00	(4,169.95)	108.34%
Total Business licenses	54,126.00	54,169.95	50,000.00	(4,169.95)	108.34%
Building permits					
3100.260 Building Permit	190,854.69	196,464.80	200,000.00	3,535.20	98.23%
Total Building permits	190,854.69	196,464.80	200,000.00	3,535.20	98.23%
Other license and permits					
3100.262 Plumbing, Electric Permits	0.00	797.90	0.00	(797.90)	0.00%
3100.2652 SWPPP Fee	0.00	180.00	0.00	(180.00)	0.00%
Total Other license and permits	0.00	977.90	0.00	(977.90)	0.00%
Total Licenses and permits	244,980.69	251,612.65	250,000.00	(1,612.65)	100.65%
Charges for services					
Charges other					
3100.420 Engineering Services	23,374.00	68,254.00	50,000.00	(18,254.00)	136.51%
3100.450 Planning Services	5,742.06	5,321.50	15,000.00	9,678.50	35.48%
Total Charges other	29,116.06	73,575.50	65,000.00	(8,575.50)	113.19%
Total Charges for services	29,116.06	73,575.50	65,000.00	(8,575.50)	113.19%
Fines and forfeitures					
Code enforcement fines and fees					
3100.240 Code Enforcement Fines and Fees	20,259.64	756.00	5,000.00	4,244.00	15.12%
Total Code enforcement fines and fees	20,259.64	756.00	5,000.00	4,244.00	15.12%
Justice court fines/forfeitures					
3100.500 Justice Court Fines/Forfeitures	266,267.95	240,726.46	250,000.00	9,273.54	96.29%
Total Justice court fines/forfeitures	266,267.95	240,726.46	250,000.00	9,273.54	96.29%
Total Fines and forfeitures	286,527.59	241,482.46	255,000.00	13,517.54	94.70%
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	54,641.13	96,462.71	125,000.00	28,537.29	77.17%
Total Interest	54,641.13	96,462.71	125,000.00	28,537.29	77.17%
Miscellaneous other					
3100.870 Donations	0.00	25.00	0.00	(25.00)	0.00%
3100.875 Event Revenue	0.00	360.00	0.00	(360.00)	0.00%
3600.900 Other Revenue	18,670.20	514.90	0.00	(514.90)	0.00%
3600.902 Other Revenue - Declaration of Candidate	400.00	0.00	0.00	0.00	0.00%

Greater Salt Lake Municipal Services District

Standard Financial Report

50 City of Kearns - 07/01/2025 to 06/30/2026

100.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Total Miscellaneous other	19,070.20	899.90	0.00	(899.90)	0.00%
Total Miscellaneous revenue	73,711.33	97,362.61	125,000.00	27,637.39	77.89%
Contributions and transfers					
3100.001 Operating transfers in	722,144.69	303.00	0.00	(303.00)	0.00%
3800.100 Contribution from GF	1,083,361.00	1,221,141.00	1,221,141.00	0.00	100.00%
Total Contributions and transfers	1,805,505.69	1,221,444.00	1,221,141.00	(303.00)	100.02%
Total Revenue:	11,988,429.68	12,293,389.32	13,297,426.00	1,004,036.68	92.45%
Expenditures:					
Administration					
4100.100 Wages	103,565.34	99,533.30	225,000.00	125,466.70	44.24%
4100.130 Employee Benefits	75.60	56.70	19,800.00	19,743.30	0.29%
4100.150 Social Security Tax	6,339.21	6,133.89	14,000.00	7,866.11	43.81%
4100.160 Medicare	1,482.56	1,434.54	3,500.00	2,065.46	40.99%
4100.180 Medical Insurance	60,428.28	51,408.34	132,500.00	81,091.66	38.80%
4100.190 FUTA	0.00	604.48	0.00	(604.48)	0.00%
4100.200 Awards, Promotional & Meals	1,092.42	3,327.90	1,500.00	(1,827.90)	221.86%
4100.210 Subscriptions/Memberships	23,630.20	23,741.95	30,000.00	6,258.05	79.14%
4100.220 Printing/Publications/Advertising	4,576.52	9,499.74	5,500.00	(3,999.74)	172.72%
4100.230 Travel/Mileage	11,446.73	2,023.29	1,500.00	(523.29)	134.89%
4100.240 Office Expense and Supplies	3,421.59	22,598.27	5,000.00	(17,598.27)	451.97%
4100.255 Computer Equip/Software	0.00	0.00	30,000.00	30,000.00	0.00%
4100.280 Cell phone and Telephone	0.00	324.70	0.00	(324.70)	0.00%
4100.310 Attorney-Civil	102,804.50	126,534.00	130,000.00	3,466.00	97.33%
4100.312 Lobbyist Services	12,000.00	12,000.00	12,000.00	0.00	100.00%
4100.320 Attorney - Land Use	1,971.00	12,866.50	40,000.00	27,133.50	32.17%
4100.330 Training and Seminars	750.00	60.00	0.00	(60.00)	0.00%
4100.360 Web Page Development/Maintenance	6,323.92	1,423.91	15,000.00	13,576.09	9.49%
4100.370 Software/Streaming	18,745.98	27,841.64	17,000.00	(10,841.64)	163.77%
4100.380 Internet Connections	5,990.94	4,380.49	5,500.00	1,119.51	79.65%
4100.390 Payroll Processing Fees	504.00	1,661.50	0.00	(1,661.50)	0.00%
4100.410 Communications	0.00	56.16	0.00	(56.16)	0.00%
4100.420 Contributions/Special Events	78,500.00	9,784.87	90,000.00	80,215.13	10.87%
4100.430 City Elections and Voting	0.00	43,358.23	0.00	(43,358.23)	0.00%
4100.450 Human Resources	0.00	658.80	0.00	(658.80)	0.00%
4100.510 Insurance	25,960.79	24,697.28	40,000.00	15,302.72	61.74%
4100.520 Workers Comp Insurance	0.00	2,086.21	8,500.00	6,413.79	24.54%
4100.590 Postage	7,694.10	8,074.23	5,000.00	(3,074.23)	161.48%
4100.600 Professional and Technical	1,980.00	7,558.04	7,500.00	(58.04)	100.77%
4100.621 Victim Critical Needs	0.00	2,166.00	25,000.00	22,834.00	8.66%
4100.635 Election Support Services	0.00	3,000.00	84,341.00	81,341.00	3.56%
4100.640 Grant Related	20,547.09	0.00	0.00	0.00	0.00%
4100.650 SL (Client) County Support Services	87.07	0.00	50,000.00	50,000.00	0.00%
4100.740 Equipment/Computer Purchases	0.00	647.37	0.00	(647.37)	0.00%
4100.750 Non-Cap Improvements	1,012.50	22,712.00	25,000.00	2,288.00	90.85%
4100.760 Christmas on 54th Decorations & Lights	64.34	3,240.00	8,000.00	4,760.00	40.50%
4100.801 Kearns Olympic related expenses	0.00	14,050.41	0.00	(14,050.41)	0.00%
4100.860 Code Enforcement Abatements	7,469.86	(2,726.76)	50,000.00	52,726.76	-5.45%
4100.870 Rent	6,817.92	6,817.92	135,000.00	128,182.08	5.05%
4100.880 Non-Classified Expenses	0.00	1,420.81	5,000.00	3,579.19	28.42%
Total Administration	515,282.46	555,056.71	1,221,141.00	666,084.29	45.45%
COVID Related Expenses					
4100.243 ARPA Act Expense and Supplies	0.00	834,516.66	2,631,285.00	1,796,768.34	31.72%
Total COVID Related Expenses	0.00	834,516.66	2,631,285.00	1,796,768.34	31.72%
Transfers					
4100.928 Contribution to General Fund	9,878,196.49	9,118,653.67	9,445,000.00	326,346.33	96.54%
48450.001 Operational Transfers out	162,289.09	0.00	0.00	0.00	0.00%
Total Transfers	10,040,485.58	9,118,653.67	9,445,000.00	326,346.33	96.54%
Total Expenditures:	10,555,768.04	10,508,227.04	13,297,426.00	2,789,198.96	79.02%
Total Change In Net Position	1,432,661.64	1,785,162.28	0.00	(1,785,162.28)	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
52 Kearns Beer Tax Special Fund - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10200 Cash - PTIF	0.00	30,835.23
Total Cash and cash equivalents	0.00	30,835.23
Total Current Assets	0.00	30,835.23
Total Assets:	0.00	30,835.23
Liabilites and Fund Equity:		
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	0.00	30,835.23
Total Equity - Fund Balance	0.00	30,835.23
Total Liabilites and Fund Equity:	0.00	30,835.23
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
52 Kearns Beer Tax Special Fund - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Intergovernmental revenue					
State liquor fund					
3100.580 State Liquor Fund Allotment	61,156.89	30,643.13	30,000.00	(643.13)	102.14%
Total State liquor fund	61,156.89	30,643.13	30,000.00	(643.13)	102.14%
Total Intergovernmental revenue	61,156.89	30,643.13	30,000.00	(643.13)	102.14%
Miscellaneous revenue					
Interest					
3600.100 Interest	0.00	192.10	0.00	(192.10)	0.00%
Total Interest	0.00	192.10	0.00	(192.10)	0.00%
Total Miscellaneous revenue	0.00	192.10	0.00	(192.10)	0.00%
Total Revenue:	61,156.89	30,835.23	30,000.00	(835.23)	102.78%
Expenditures:					
Administration					
4100.850 Beer Funds	61,156.89	0.00	30,000.00	30,000.00	0.00%
Total Administration	61,156.89	0.00	30,000.00	30,000.00	0.00%
Total Expenditures:	61,156.89	0.00	30,000.00	30,000.00	0.00%
Total Change In Net Position	0.00	30,835.23	0.00	(30,835.23)	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
54 City of Kearns Community Reinvestment Agency - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	510.00	5,918.00
Total Cash and cash equivalents	510.00	5,918.00
Total Current Assets	510.00	5,918.00
Total Assets:	510.00	5,918.00
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	510.00	0.00
24000 Due to Other Funds	510.00	10,510.00
Total Current liabilities	1,020.00	10,510.00
Total Liabilities:	1,020.00	10,510.00
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	(510.00)	(4,592.00)
Total Equity - Fund Balance	(510.00)	(4,592.00)
Total Liabilites and Fund Equity:	510.00	5,918.00
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
54 City of Kearns Community Reinvestment Agency - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Contributions and transfers					
3100.001 Operating Tansfers in	0.00	0.00	10,000.00	10,000.00	0.00%
Total Contributions and transfers	0.00	0.00	10,000.00	10,000.00	0.00%
Total Revenue:	0.00	0.00	10,000.00	10,000.00	0.00%
Expenditures:					
Administration					
4100.310.000 General - Attorney-Civil	510.00	4,082.00	10,000.00	5,918.00	40.82%
Total Administration	510.00	4,082.00	10,000.00	5,918.00	40.82%
Total Expenditures:	510.00	4,082.00	10,000.00	5,918.00	40.82%
Total Change In Net Position	(510.00)	(4,082.00)	0.00	4,082.00	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
55 Kearns Council Designated Fund - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

	2025	2026
	Year-End	YTD
	Actual	Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	0.00	891,661.08
10101 Cash - Zions CARES	2,828.09	2,828.09
10200 Cash - PTIF	238,422.63	600,838.95
10202 Cash - PTIF 9074 CARES	746,187.08	284,586.72
10750 Undeposited Receipts	(0.01)	6,210.61
Total Cash and cash equivalents	987,437.79	1,786,125.45
Receivables		
12500 Due From Other Gov.	157,924.59	83,135.58
Total Receivables	157,924.59	83,135.58
Total Current Assets	1,145,362.38	1,869,261.03
Total Assets:	1,145,362.38	1,869,261.03
Liabilities and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	494,288.00	0.00
Total Current liabilities	494,288.00	0.00
Deferred revenue		
23455 CARES2 Deferred Revenue	258,120.71	191,520.96
Total Deferred revenue	258,120.71	191,520.96
Total Liabilities:	752,408.71	191,520.96
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	392,953.67	1,677,740.07
Total Equity - Fund Balance	392,953.67	1,677,740.07
Total Liabilities and Fund Equity:	1,145,362.38	1,869,261.03
Total Net Position	0.00	0.00

Greater Salt Lake Municipal Services District
Standard Financial Report
55 Kearns Council Designated Fund - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
MET Taxes					
3100.111 MET-Municipal Energy	3,072.68	2,830.79	0.00	(2,830.79)	0.00%
3100.112 MET-Municipal Telecom	55,240.50	87,933.45	60,000.00	(27,933.45)	146.56%
3100.113 MET-Pacificorp/Rocky Mtn Power	271,348.65	729,653.07	600,000.00	(129,653.07)	121.61%
3100.114 MET-Questar Gas/Dominion Energy	391,618.88	385,695.60	720,000.00	334,304.40	53.57%
Total MET Taxes	721,280.71	1,206,112.91	1,380,000.00	173,887.09	87.40%
Franchise Taxes					
3100.401 Google Franchise Fee	80,796.00	46,614.00	30,000.00	(16,614.00)	155.38%
Total Franchise Taxes	80,796.00	46,614.00	30,000.00	(16,614.00)	155.38%
Total Taxes	802,076.71	1,252,726.91	1,410,000.00	157,273.09	88.85%
Intergovernmental revenue					
Road Funds					
3100.561 HB244 Corridor Preservation Funds	0.00	0.00	300,000.00	300,000.00	0.00%
Total Road Funds	0.00	0.00	300,000.00	300,000.00	0.00%
CARES Act					
3100.322 ARPA	82,130.00	0.00	0.00	0.00	0.00%
3100.323 CARES2	623,691.70	66,599.75	0.00	(66,599.75)	0.00%
Total CARES Act	705,821.70	66,599.75	0.00	(66,599.75)	0.00%
Total Intergovernmental revenue	705,821.70	66,599.75	300,000.00	233,400.25	22.20%
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	81,946.53	35,059.49	42,000.00	6,940.51	83.47%
Total Interest	81,946.53	35,059.49	42,000.00	6,940.51	83.47%
Total Miscellaneous revenue	81,946.53	35,059.49	42,000.00	6,940.51	83.47%
Contributions and transfers					
3100.001 Operating Transfers in	2,828.09	0.00	0.00	0.00	0.00%
Total Contributions and transfers	2,828.09	0.00	0.00	0.00	0.00%
Total Revenue:	1,592,673.03	1,354,386.15	1,752,000.00	397,613.85	77.31%
Expenditures:					
Administration					
4100.420 Contributions/Special Events	0.00	3,000.00	0.00	(3,000.00)	0.00%
Total Administration	0.00	3,000.00	0.00	(3,000.00)	0.00%
Professional services					
4100.623 Public Safety	493,897.66	0.00	25,000.00	25,000.00	0.00%
Total Professional services	493,897.66	0.00	25,000.00	25,000.00	0.00%
COVID Related Expenses					
4100.242 CARES 2 Expense and Supplies	623,691.70	66,599.75	0.00	(66,599.75)	0.00%
4100.243 ARPA Act Expense and Supplies	82,130.00	0.00	0.00	0.00	0.00%
Total COVID Related Expenses	705,821.70	66,599.75	0.00	(66,599.75)	0.00%
Total Expenditures:	1,199,719.36	69,599.75	25,000.00	(44,599.75)	278.40%
Total Change In Net Position	392,953.67	1,284,786.40	1,727,000.00	442,213.60	74.39%

CITY OF KEARNS COUNCIL

ORDINANCE NO. 2026-O-14

DATE: August 10, 2026

AN ORDINANCE AMENDING SECTION 15.08.011 OF THE KEARNS MUNICIPAL CODE TO REPLACE THE 2006 UTAH WILDLAND-URBAN INTERFACE CODE WITH THE 2024 EDITION OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE TO COMPLY WITH H.B. 41

WHEREAS, on December 18, 2025, the City of Kearns Council (“**Council**”) adopted Ordinance 2025-O-19 to comply with H.B. 48, which the Utah Legislature passed in 2025; and

WHEREAS, among other things, Ordinance 2025-O-19 enacted Section 15.08.011 of the Kearns Municipal Code to adopt the 2006 Edition of the Utah Wildland-Urban Interface Code (“**2006 WUI Code**”); and

WHEREAS, during the 2026 Legislative Session, the Utah Legislature passed H.B. 41, which requires municipalities to replace the 2006 WUI Code with the 2024 edition of the International Wildland-Urban Interface Code (“**2024 WUI Code**”); and

WHEREAS, the Kearns Planning Commission held a duly noticed public hearing on August 3, 2026, to consider amending Section 15.08.011 of the Kearns Municipal Code to replace the 2006 WUI Code with the 2024 WUI Code; and

WHEREAS, after taking public comment on the proposed amendment, the Kearns Planning Commission issued a favorable recommendation to the Council; and

WHEREAS, after considering the Kearns Planning Commission’s recommendation, the Council desires to amend Section 15.08.011 of the Kearns Municipal Code to comply with H.B. 41.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the City of Kearns Council:

1. Amendment: Section 15.08.011 of the Kearns Municipal Code is repealed in its entirety and amended to read as follows:

15.08.011 2024 International Wildland-Urban Interface Code

The 2024 International Wildland-Urban Interface Code, along with any amendments, shall apply to those areas within the City that the Council designates as wildland-urban interface areas in the City’s official Wildland-Urban Interface Map.

2. 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.

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

[execution on following page]

ADOPTED AND APPROVED at a duly called meeting of the City of Kearns Council on this 10th day of August, 2026.

CITY OF KEARNS COUNCIL

By: Jesse Valdez, Mayor

ATTEST

Diana Baun, City Recorder

Voting:

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

(Complete as Applicable)

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

Effective date of ordinance: _____

**SUMMARY OF
CITY OF KEARNS
ORDINANCE NO. 2026-O-14**

On August 10, 2026, the City of Kearns Council enacted Ordinance No. 2026-O-14, which amends Section 15.08.011 of the Kearns Municipal Code to replace the 2006 Utah Wildland-Urban Interface Code with the 2024 International Wildland-Urban Interface Code to comply with H.B. 41.

CITY OF KEARNS COUNCIL

By: Jesse Valdez, Mayor

ATTEST

Diana Baun, City Recorder

Voting:

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

A complete copy of Ordinance No. 2026-O-14 is available in the office of the City of Kearns Clerk, 860 Levoy Drive, Suite 300, Taylorsville, Utah 84123.



Ordinance Amendment

Meeting Body: City Council

Meeting Date: August 10, 2026

File Number & Project Type:

OAM2026-001644

Amending 15.08.011 of the Kearns Code to replace the 2006 Utah Wildland Urban Interface Code with the 2024 International Wildland Urban Interface Code.

Planner:

Curtis Woodward

Key Findings:

- HB41 (2026 general session) requires all municipalities to adopt this code.

Staff Recommendation:

Adoption of the ordinance

Exhibits:

A. Proposed ordinance

PROJECT DESCRIPTION

H.B. 41, passed by the Utah Legislature in 2026, has amended 15A-2-103 of the Utah Code to specify that the 2024 edition of the International Wildland-Urban Interface Code is the edition adopted by the State of Utah. This ordinance amendment is to keep Kearns Code in line with state code.

PUBLIC INPUT

No public comments have been received as of the completion of this staff report. Any comments that are received will be forwarded to the Planning Commission for review and will be summarized at the hearing on July 9.

ANALYSIS AND RECOMMENDATION

Analysis and Summary:

The 2024 edition of the International Wildland-Urban Interface Code (IWUIC) has been adopted by the State of Utah as being adopted and endorsed by the International Code Council. As a more up to date version of the code, the 2024 IWUIC acknowledges the use of currently available fire-resistant construction techniques and materials.

Recommendation:

Planning Staff recommends approval of the ordinance change to adopt the 2024 edition of the International Wildland-Urban Interface Code (IWUIC).

PLANNING COMMISSION RECOMMENDATION:

On August 3, 2026, the planning commission recommended approval of application OAM2025-001539 to amend Title 15, adopting the 2024 edition of the International Wildland-Urban Interface Code.

KEARNS CITY COUNCIL

ORDINANCE NO. 2026-O-15

DATE: August 10, 2026

**AN ORDINANCE AMENDING TITLE 11 CHAPTER 20 SECTION 135 OF THE
KEARNS MUNICIPAL CODE**

WHEREAS, the City has authority to regulate the use of its public streets and rights-of-way in order to protect the public health, safety, and welfare, preserve the safe and efficient movement of traffic, and ensure that public streets remain available for their intended public use; and

WHEREAS, vehicles that remain parked on public streets for extended periods of time may obstruct traffic, reduce available on-street parking, interfere with street maintenance, snow removal, utility work, and create conditions that are detrimental to the public welfare; and

WHEREAS, the City finds that limiting the length of time a vehicle may remain parked in the same or substantially the same location on a public street or alley promotes the regular turnover of on-street parking, discourages the storage of vehicles within the public right-of-way, and preserves public streets for the benefit of residents, businesses, visitors, and the traveling public; and

WHEREAS, the City further finds that establishing a forty-eight (48) hour maximum period during which a vehicle may remain standing in the same or substantially the same location on a public street or alley provides a clear, objective, and enforceable standard for the administration of the City's parking regulations; and

WHEREAS, the City Council determines that adoption of this section is necessary and appropriate to prevent the long-term storage of vehicles on public streets, facilitate the maintenance and operation of the public right-of-way, promote the availability of public parking, and protect the public health, safety, and welfare of the residents of Kearns.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Kearns City Council:

1. Amendment: Title 11 Chapter 20 Section 135 of the Kearns Municipal Code is amended to read as attached to this ordinance.

2. 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.

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 ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to Municode, including but not limited to making non-substantive edits to correct any scrivener's, formatting, and numbering errors.

3. Effective Date: This ordinance shall become effective immediately upon its posting.

ADOPTED AND APPROVED at a duly called meeting of the Kearns City Council on this
10th day of August 2026.

KEARNS CITY COUNCIL

By: Jesse Valdez, Mayor

ATTEST

Diana Baun, City Recorder

Voting:

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

(Complete as Applicable)

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

Effective date of ordinance: _____

**SUMMARY OF
CITY OF KEARNS
ORDINANCE NO. 2026-O-15**

On August 10, 2026, the Kearns City Council enacted Ordinance No. 2026-O-15 amending Title 11 Chapter 20 Section 135 of the Kearns Municipal Code regarding long-term parking to add clarifying language.

CITY OF KEARNS

By: _____
Jesse Valdez, Mayor

ATTEST

Diana Baun, City Recorder

City Council Vote as Recorded:

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

A complete copy of Ordinance No. 2026-O-15 is available in the office of the Kearns Recorder, 860 Levoy Dr., Suite 300, Taylorsville, Utah, 84123.

11.20.135 Long-Term Parking Prohibited

No person owning, possessing, controlling or having custody of a vehicle shall permit it to remain standing in the same, or substantially the same location, upon any ~~county~~ city street or alley for a consecutive period of more 48 hours.

KEARNS CITY COUNCIL

ORDINANCE NO. 2026-O-16

DATE: August 10, 2026

AN ORDINANCE OF THE KEARNS CITY COUNCIL AMENDING CHAPTER 11.26 OF THE KEARNS MUNICIPAL CODE, PROVISIONS RELATED TO PARKING ENFORCEMENT

WHEREAS, the City of Kearns (“**Kearns**”) is largely developed and certain neighborhoods within the City frequently experience significant parking challenges and burdensome traffic, including the neighborhoods in Kearns that are located near the Utah First Credit Union Amphitheatre (“**Amphitheatre**”), which is located in West Valley City and is not subject to Kearns’s jurisdiction or regulatory authority; and

WHEREAS, to better address citizen concerns within Kearns regarding parking and related issues, the Kearns City Council (“**Council**”) desires to update its parking ordinances to more clearly define those circumstances in which Kearns may require parking permits and to prohibit within certain neighborhoods within Kearns the ability of property owners to rent their driveways for event parking.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE KEARNS CITY COUNCIL AS FOLLOWS:

1. Amendment: Chapter 11.26 is repealed and replaced in its entirety and is replaced with the language set forth in **Exhibit 1**, all other non-amended sections of Title 11 to remain the same until such time as dealt with by Kearns City Council.
2. Severability. If a court of competent jurisdiction determines that any part of these Ordinances is unconstitutional or invalid, then such portion(s) of these Ordinances, or specific application of these Ordinances, 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 ordinance to become effective under Utah law; (b) to finalize and post the ordinance to MuniCode, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors; and (c) for the Mayor and staff to take such steps as may be needed to implement this ordinance, including but not limited to developing parking permits and maps, and educating residents of the changes this ordinance implements prior to the effective date.
4. Effective Date. This Ordinance shall become effective on _____.

PASSED AND ADOPTED this 10th day of August 2026.

CITY OF KEARNS

By: _____
Jesse Valdez, Mayor

ATTEST:

Diana Baun, City Recorder

City Council Vote as Recorded:

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

(Complete as Applicable)

Date ordinance summary was posted to the City of Kearns' website, the Utah Public Notice website, and in a public place within the City of Kearns per Utah Code Section 10-3-711:

Effective date of ordinance: _____

**SUMMARY OF
KEARNS CITY COUNCIL
ORDINANCE NO. 2026-O-16**

On the 10th day of August 2026, the Kearns City Council enacted Ordinance No. 2026-O-16 that repeals and replaces Chapter 11.26, of the Kearns City Municipal Code relating to parking enforcement and parking to ensure the public health, safety, and welfare of the Kearns City community.

ADOPTED AND APPROVED at a duly called meeting of the Kearns City Council on this 10th day of August 2026.

CITY OF KEARNS

By: _____
Jesse Valdez, Mayor

ATTEST:

Diana Baun, City Recorder

City Council Vote as Recorded:

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

A complete copy of Ordinance No. 2026-O-16 is available in the office of the Kearns City Recorder, 860 Lavoy Drive, Suite 300, Taylorsville, Utah.

EXHIBIT 1

CHAPTER 11.26 IS REPEALED IN ITS ENTIRETY AND IS REPLACED WITH THE FOLLOWING LANGUAGE:

Chapter 11.26 Permitted Areas for On-Street Parking

11.26.010 Legislative Intent

- A. The Council has determined that certain residential areas in Kearns suffer from undue pressures for street parking by persons who do not own residences nor live within said areas.
- B. It is the intent of the Council to establish designated areas within Kearns that are set aside as areas wherein on-street parking is permitted only of vehicles owned or controlled by residents living within the designated areas.
- C. It is further the intent of the Council that such areas be identified through a petition and public hearing process involving the citizens living within the proposed areas, and who own real property within said areas, or as the Council may otherwise designate by ordinance.
- D. This chapter establishes a process by which the Council may impose parking restrictions in designated areas within Kearns by ordinance and whereby citizens desiring a restricted parking area in a designated area may petition to the Council to impose parking restrictions.
- E. By adopting the procedures set forth hereafter, the Council desires to serve such public interests as:
1. Increasing access to, and use of, the public streets by abutting tenants, residents and property owners.
 2. Increasing safety by reducing traffic congestion.
 3. Reducing environmental impacts caused by excessive air and noise pollution, and accumulation of trash and refuse on public streets.
 4. Encouraging the use of mass transit, carpooling and other modes of transportation which reduce the use of automobile traffic that originates from outside the permit area and has no bona-fide relation to the tenants, residents, property or business areas within the permit area.
 5. Eliminate hardships caused by parking congestion often resulting in strained interpersonal relationships.

11.26.020 Definitions

"Address" means the street number and applicable apartment/condominium number for each dwelling unit, business, or other use as said number is utilized by the owner or tenant for receipt of mail through the United States Postal Service.

"Area" refers to the geographical region wherein parking permit privileges are allowed under the provisions of this chapter.

"Area resident" means any person who dwells, resides, or conducts business at an address located within the area where parking permit privileges are allowed under the provisions of this chapter.

"Guest Permit" means a permit issued to a social visitor of an area resident or permittee who may enjoy on-street parking in a designated area for the duration of the guest permit's continuance.

"On-street parking" means parking on public streets and roads of Kearns.

"Permit" is the decal issued by the City Engineer which is displayed on a vehicle identified with said permit, and which will allow the vehicle to be parked within an area wherein parking privileges are allowed under the provisions of this chapter.

"Permittee" means a person who is an area resident or who works in the area on a regular, daily basis.

"Permit vehicle" refers to any vehicle displaying an area parking permit. Only vehicles identified in the parking permit may lawfully display the permit.

"Resident Permit" means a permit issued to an area resident or permittee who may enjoy on-street parking indefinitely in a designated area.

11.26.030 City Engineer

The provisions of this chapter shall be administered by the City Engineer. The City's designated law enforcement agency and Kearns's code enforcement staff shall have authority to enforce the provisions of this chapter. The City Engineer shall establish regulations and procedures appropriate for administration of the program and as needed for the particular portions of Kearns that are designated as permitted parking areas under the provisions of this chapter. No fee shall be effective until authorized by a resolution of the Council.

11.26.040 Area Designation Procedures

A. Areas for permitted parking under the procedures established by this chapter shall be designated through a petition process or as the Council may otherwise designate through ordinance after holding a public hearing in accordance with Subsection 11.26.040.C.

1. A petition to designate a permitted parking area for on-street parking must be signed by a minimum of fifty-one percent of properties (persons living or doing business at an address located within the area sought to be designated). The petition shall include a proposed map of the area that would be subject to parking restrictions, showing a clearly delineated boundary line, and a listing of all addresses located within the proposed area. The map shall be prepared at the expense of the petitioners.

2. Said petition shall be submitted by a person, designated by name, address and telephone number in the petition as spokesperson for the petitioners, to the City Engineer.
3. Upon receipt of said petition, the City Engineer shall make a preliminary study of the area sought to be established and make a written report which shall make a recommendation as to whether a parking area should be established as requested by the petitioners. All information submitted by the petition shall be verified. In making said recommendation, the City Engineer may take into consideration the following factors:
 - a. The nature and extent of on-street and off-street parking currently existing within the proposed area;
 - b. The current use of said parking sites, including times of maximum and minimum usage, and whether vehicles utilizing said parking sites are registered to addresses within or outside of the proposed parking area;
 - c. Whether cars are parked in the sites long term (continuously for two or more hours), or short term (intervals of thirty minutes or less);
 - d. Average length of time a parking site remains open during the following time intervals: eight through ten a.m., ten a.m. through twelve p.m., twelve through two p.m., two through four p.m., four through six p.m., six p.m. through twelve a.m., twelve through eight a.m.;
 - e. The nature and amount of traffic circulating within the proposed area for the purpose of locating parking sites, and the times of greatest and least density of such traffic;
 - f. Anticipated consequences to persons living and working within the proposed area if the area is and is not established;
 - g. Anticipated consequences to the general public if the area is established; and
 - h. Personal observation and interviews with relevant residents and motorists.
4. The study shall not be limited only to the factors set forth above and the City Engineer may include all matters they deems relevant
5. The Council may enact an application fee in the Kearns fee schedule to cover the costs of processing petitions

B. The City Engineer shall complete said study within 120 days after receipt of the petition; duly signed by fifty-one percent of properties as required above, unless requested otherwise for specific seasonal considerations.

C. Upon completion of said study and recommendation, the City Engineer shall forward the same to the Council. Upon receipt thereof, the Council shall schedule a public hearing to be held within thirty days of the Council's receipt of the study and recommendation. Notice of the public hearing shall be given by mailing to each of the addresses submitted by the petitioners and said notice shall also be published in a newspaper of general circulation in Kearns. Notice shall include a copy of the petition, a copy of the boundaries of the area sought to be designated, a copy of the study made

by the City Engineer, and the date, time and place of the scheduled public hearing. The published notice may be summarized, but shall contain, at a minimum, a statement of the request of the petition, a description of the area sought to be designated, a statement summarizing the recommendation of the City Engineer, and the date, time and place of the scheduled public hearing. Notice must be published at least four calendar days prior to the date of the hearing.

D. At the conclusion of the public hearing, the Council shall vote as to whether the requested parking area for on-street parking shall be designated. If the vote is in the affirmative, the area shall be immediately established. If the vote is in the negative, no further petition for designation of a parking area which contains any of the area included in the petition may be submitted until a year has passed from the date of the Council's vote. An affirmative vote shall include the particulars of the on-street parking to be allowed in the designated area, to include times and days of permitted and prohibited parking.

11.26.050 Signs To Be Placed In Designated Area

Upon the designation of the area, the City Engineer shall direct the Kearns public works department to cause appropriate signs to be made which shall be erected in the designated area. Said signs shall indicate the areas where parking is restricted, the parking regulations which are to be followed, and the place where permits for parking may be obtained by authorized permittees.

11.26.060 Parking Permit Coordinator

The City Engineer shall issue permits pursuant to this chapter. It shall be the duty of the City Engineer to review applications for permits to park within the designated area(s) and to verify that applicants actually live, work or own property within said area(s). The City Engineer may require such evidence as they deem sufficient to establish such facts.

11.26.070 Issuance Of Permits

When an applicant has satisfactorily established to the City Engineer that they live, work, or own property within the designated area, said applicant may receive a permit to park within the designated area in accordance with the regulations set for each area by the Council. Said permits shall be either stickers placed on the rear window of the vehicle for long term use, or else a permit of printed paper of sufficient length to enable the permit holder to display the permit by hanging the same over the rear view mirror of the vehicle being utilized by the permit holder. The permit shall be of sufficient size and clarity as to be observable through the vehicle's windshield for the purpose of facilitating an enforcer's observation of the permit. Guest permits will have a strict expiration date of three weeks after the date of issuance.

11.26.080 Display Of Permits

Whenever a permit holder parks within the designated area appropriate to the permit, permittee shall display the permit by hanging the guest permit-~~it~~ over the rear view mirror inside the vehicle

being utilized by permittee or the sticker placed visibly in the rear window of the vehicle. The permit holder shall ensure that nothing obscures the permit from the view of an enforcer.

11.26.090 Control Of Permits

A. The number of resident parking permits issued within an area shall not be limited, unless the Council determines otherwise when crating the area, but the Council may limit the number of guest parking permits if it deems necessary. Each permit shall be numbered and registered to the permittee and the address within the area applicable to the permittee. Permittees shall be responsible for each permit received. No, more than two resident permits will be issued to each permittee, and permittees may use any of the two permits to park his or her vehicles. No replacements shall be issued to any permittee unless the permittee first presents, as a condition to receiving a new permit, an old resident permit or its remains, which must be identifiable as a resident permit previously issued to the permittee, to the City Engineer. If the old resident permit is unavailable, a signed affidavit setting forth the circumstances of loss may be used to obtain a replacement permit.

B. If an applicant submits an application in reliance upon an address to which the permits coordinator has previously issued a resident permit, and there is no evidence that the permittee who previously received a resident permit related to that address has destroyed all resident permits received for that address, no additional resident permits shall be issued pertaining to that address until the applicant therefore has submitted relevant evidence to establish that the prior permits have been lost, destroyed, or will not be available for use by anyone not connected to the address. An affidavit shall be utilized for this purpose.

C. An applicant may also submit an application for up to two guest permits which last for a period of three weeks. If a singular event, such as a wedding reception, party, or the like should cause a person residing within the designated area to need more on-street parking than would be available through use of his or her two guest permits, they may apply for up to twenty additional permits which are valid only for the day established by the applicant as the day of the singular event. Said additional guest permits shall be of a different color than regular guest permits to clearly indicate to enforcers of this chapter that they are one-day permits.

11.26.100 Term Of Permit

Each resident permit issued by the City Engineer shall be valid for the period of ownership of the property. Upon transfer of property, the resident permits will be transferred to the new owner. If the resident permits are not transferred with the property, a signed affidavit may be used for reapplication. Other resident permits, e.g., those given to renters or persons working in the area, will expire on December 31st of the year they are issued and must be replaced by January 1st of each successive year.

An applicant's two guest permits have an expiration date of three weeks. Additional guest permits issued for a singular event last for a single day.

11.26.110 Parking Permit Fees

To assist in funding the costs of administering the program established by this chapter, each applicant for a parking permit shall pay all fees that the Kearns fee schedule may require, including any application or replacement permit fees. No refunds shall be given for an unexpired permit when an application for a replacement permit is made.

11.26.120 Issuance Of Permit No Guarantee Of Parking Space

A. Parking permits issued pursuant to this chapter shall not be applicable to any certain parking space or parking area within the designated area.

B. Kearns does not guarantee to any permit holder that parking space will be available to them at any particular time during the portion of the day or week in which the parking regulations established by the Council are in effect. Neither does Kearns guarantee to any permit holder that parking space will be available to them during the times in which the parking regulations established by the Council are not in effect.

11.26.130 Rights Of Permit Holders

Permit holders may use any one or all the up to two resident parking permits issued to them at all times parking has been restricted under the regulations applicable to the designated area. The permits may be used singly, or all at the same time; thus permit holders may park up to two vehicles during the regulated time periods by utilizing the permits issued to them. A permit does not entitle permittees to violate any general parking or driving ordinances made applicable to all persons by other provisions of the Utah traffic code, or ordinances of Kearns, and shall operate only to allow parking within the designated area at all times and in accordance with any regulations established for the designated area by the Council.

11.26.140 Display Of Permit Required

Permit holders must display permits by complying with Section 11.26.080, above. Vehicles which do not have permits displayed as required by said section shall be cited for violation of the regulations established by the Council. If a person receiving a citation for violation of said regulations can produce a valid permit at the time of a hearing before a court or other venue established to collect fines for violation of this chapter, and said permit would, if it had been properly displayed, exempt the permittee and the vehicle involved from the citation, production of said permit shall provide a defense to the fine normally imposed for violation of this chapter; provided, however, that the permittee shall pay an administrative fee of twenty five dollars to defray the costs to Kearns of issuing and processing the citation.

11.26.150 Conditions Of Holding Permit--Revocation Of Permit

A. Each person receiving a parking permit under this chapter shall, as a condition of receiving and utilizing the same, agree to comply with the regulations established for the designated area by the

Council. Any violation of said regulations by a permit holder shall subject said holder to a forfeiture of the permit on the following basis: one violation shall result in a suspension of the permit for a period of one month, two violations shall result in a suspension of the permit for a period of six months; a third violation shall result in permanent disqualification of the permit holder from receiving any further parking permit for the designated area.

B. Additionally, it shall be a violation requiring permanent disqualification of the permit holder if a permit holder is found to be selling a resident permit or guest permit to third parties.

11.26.160 Change Of Boundary Of Designated Area(s)

The boundary of any designated area may be changed by use of the same procedure heretofore set for the establishment of the designated area. The only difference shall be that the petition used to initiate a change in the boundary must be signed by fifty-one percent of petitioners whose addresses lie within the area sought to be removed from the previously established boundary, and/or by fifty-one percent of petitioners whose addresses lie within the area sought to be added to the previously established boundary. All other provisions pertaining to establishment of designated parking areas shall apply to the petitions for removals from, and additions to, the designated area.

11.26.170 Amendments To Regulations Pertaining To Designated Area(s)

The Council may, at any time, and for any reason, consider changes in the regulations it previously established for designated area(s), and enact such changes as the Council deems, in the exercise of its lawful authority, to be proper, including imposition of a designated parking area outside of the petition process in Section 11.26.040.

11.26.180 Discontinuance Of Designated Area(s)

The Council may, at any time, and for any reason, and in the exercise of its lawful authority, discontinue the operation of this chapter in designated area(s). At the time of discontinuance, all permits for the area shall be void.

11.26.190 Unlawful Activities--Penalties

A. It is unlawful and a violation of this chapter, unless expressly provided to the contrary herein, for any person to stand or park a motor vehicle, or to cause the same, contrary to the regulations established pursuant to this chapter. Each such violation shall be an infraction and shall be punished as described in applicable Utah law.

B. It is unlawful and a violation of this chapter for a person to falsely represent himself or herself as eligible for a parking permit, or to furnish false information in an application therefore to the parking permit coordinator. Each such violation shall constitute a Class B misdemeanor, and shall be punished as described in applicable Utah law.

C. It is unlawful and a violation of this chapter for a person to copy, produce or otherwise bring into existence a facsimile or counterfeit parking permit in order to evade parking regulations applicable in a designated area. Each such violation shall constitute a Class B misdemeanor, and shall be punished as described in applicable Utah law.

D. It is unlawful and a violation of this chapter for a person to alter, in any way, a permit issued by the parking permit coordinator in such a manner as to extend the term thereof, apply to a person different than that to whom the permit was issued, or to apply to an address different than that to which the permit was issued. Each such violation shall constitute a Class B misdemeanor, and shall be punished as described in applicable Utah law.

11.26.200 Area 1 - Woodview and West Hills Parking Area

A. There is established, effective XXXXX, 2026, a designated parking area in the Woodview and West Hills Parking Area (“Area 1”) in response to undesirable traffic and parking in the designated area before, during, and after events (“Events”) at the Utah First Credit Union Amphitheatre (“Amphitheatre”).

B. The active boundaries of this designated area are delineated in a map incorporated to Ordinance 2026-O-XX.

C. The on-street parking restrictions of this Section shall apply every day except that enforcement within Area 1 shall be limited to the duration of Events at the Amphitheatre and the 24-hour period immediately before and after said Events.

D. Kearns shall maintain a publicly available schedule of anticipated Events at the Amphitheatre to provide notice of enforcement to residents of Area 1.

E. The number of resident parking permits issued within Area 1 shall not be limited, but the number of guest parking permits issued may be limited by the parking permit coordinator if necessary.

CITY OF KEARNS

RESOLUTION NO.: R2026-16

DATE: August 10, 2026

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KEARNS AND THE UNIFIED FIRE AUTHORITY FOR THE PROVISION OF FIRE PROTECTION SERVICES IN ACCORDANCE WITH THE COOPERATIVE WILDFIRE SYSTEM SUPPORT

WHEREAS, the Unified Fire Authority (“UFA”) is an interlocal entity organized and existing under the laws of the State of Utah funded to provide fire protection and related emergency services within its service area, and is a public agency as defined under the Utah Interlocal Cooperation Act, Utah Code §11-13-103; and

WHEREAS, the City of Kearns (“City”) is a municipality within the State of Utah and is a public agency as defined under the Utah Interlocal Cooperation Act; and

WHEREAS, Utah Code §65A-8-202.5 requires municipalities to address wildfire nuisance, prevention, preparedness, mitigation, and effective wildfire initial attack within municipal fire protection boundaries, and allows assignment of those responsibilities to a fire service provider by interlocal agreement; and

WHEREAS, the City is located within UFA's service area pursuant to the Revised and Restated Interlocal Cooperation Agreement Between Public Entities to Create and Govern the Unified Fire Authority dated effective December 1, 2019 (the “**2019 Interlocal**”) and supports UFA through its membership in the Unified Fire Service Area taxing district ; and

WHEREAS, the City participates or intends to participate as the municipal participating entity in the Cooperative Wildfire System administered by the Utah Division of Forestry, Fire and State Lands (“FFSL”), and this Agreement is intended to support the City's compliance with the City's Cooperative Wildfire System obligations; and

WHEREAS, UFA is able and willing to provide municipal fire protection services to the City on the terms stated in this Agreement; and

WHEREAS, the Parties find that the possibility of fire threatening life and property presents a common danger most effectively met by this Agreement.

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

1. Approval: The Interlocal Cooperation Agreement between the City and UFA for fire protection services and Cooperative Wildfire System support is hereby approved, and the Mayor is authorized to execute the agreement in substantially the form presented.
2. Effective Date: This resolution is effective immediately and the Interlocal Cooperation Agreement shall become effective on the date prescribed in Section 5.1 of the agreement.

PASSED AND APPROVED by a majority of the Kearns City Council, this 10th day of August 2026.

BY:

Jesse Valdez, Mayor

ATTEST

Diana Baun, Recorder

VOTE BY COUNCIL:		AYE	NAY
Council Member Butterfield	voting	_____	_____
Council Member Colby	voting	_____	_____
Council Member Longtin	voting	_____	_____
Council Member Schaeffer	voting	_____	_____
Mayor Jesse Valdez	voting	_____	_____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF KEARNS AND THE UNIFIED FIRE AUTHORITY
FOR MUNICIPAL FIRE PROTECTION SERVICES**

This Interlocal Cooperation Agreement (this "**Agreement**") is entered into by and between the CITY OF KEARNS, a municipal corporation of the State of Utah (the "**City**"), and the UNIFIED FIRE AUTHORITY ("**UFA**"), a Utah interlocal entity. The City and UFA are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, UFA is an interlocal entity organized and existing under the laws of the State of Utah, funded to provide fire protection and related emergency services within its service area, and is a "public agency" as defined under the Utah Interlocal Cooperation Act, Utah Code §11-13-103 (the "Interlocal Act"); and

WHEREAS, the City is a municipality within the State of Utah and is a "public agency" as defined under the Interlocal Act; and

WHEREAS, Utah Code § 65A-8-202.5 requires municipalities to address wildfire nuisance, prevention, preparedness, mitigation, and effective wildfire initial attack within municipal fire protection boundaries, and allows assignment of those responsibilities to a fire service provider by interlocal agreement; and

WHEREAS, the City participates or intends to participate as the municipal "Participating Entity" in the Cooperative Wildfire System ("CWS") administered by the Utah Division of Forestry, Fire and State Lands ("FFSL") through a separate agreement with FFSL ("CWS Agreement"), and this Agreement is intended to support the City's compliance with the City's CWS obligations under the CWS Agreement; and

WHEREAS, the City does not operate a separate municipal fire department and desires to formally recognize UFA as the City's provider for all municipal fire protection services for the purposes of the CWS program; and

WHEREAS, the City is located within UFA's service area pursuant to the Revised and Restated Interlocal Cooperation Agreement Between Public Entities to Create and Govern the Unified Fire Authority dated effective December 1, 2019 (the "2019 Interlocal") and supports UFA through its membership in the Unified Fire Service Area taxing district ; and

WHEREAS, UFA is able and willing to continue providing municipal fire protection services to the City on the terms stated in this Agreement; and

WHEREAS, the Parties find that the possibility of fire threatening life and property presents a common danger most effectively met by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1: PURPOSE AND DESIGNATION

1.1 The City recognizes and continues to designate UFA as the City's provider for all municipal fire protection services within the incorporated boundaries of the City pursuant to the 2019 Interlocal, subject to this Agreement, applicable law, UFA policies and resources, and the incident conditions existing at the time of response.

1.2 These services include structural fire response, wildland fire initial attack and suppression, vehicle fire response, hazardous materials response, rescue and emergency incident response, fire prevention and public education, fire inspection support, where authorized or requested, emergency incident coordination, and related municipal fire protection services customarily provided by UFA.

1.3 To the extent permitted by Utah Code §65A-8-202.5 and the CWS, the City assigns to UFA the City's fire-service-provider role for wildfire initial attack and related prevention, preparedness, mitigation, and response functions within the City's fire protection boundary. The City retains any nondelegable municipal duties imposed by law or by the CWS Agreement.

ARTICLE 2: SERVICE AREA

2.1 The area for services provided by UFA is the incorporated municipal boundaries of the City, as those boundaries may change from time to time, provided that the Parties shall coordinate regarding any annexation or other boundary change that materially affects service delivery, staffing, facilities, access, risk, cost, or CWS reporting.

2.2 Nothing in this Agreement limits UFA's authority or ability to respond outside City boundaries under UFA jurisdiction, dispatch protocols, automatic aid, mutual aid, state or federal mobilization, or other applicable agreements.

ARTICLE 3: UFA RESPONSIBILITIES

3.1 UFA shall continue to provide municipal fire protection services to the City pursuant to the 2019 Interlocal using UFA personnel, apparatus, equipment, facilities, policies, training, command structure, and operational judgment.

3.2 UFA shall continue to serve as the City's primary fire service provider for Initial Attack on wildland fires on nonfederal lands within the City's fire protection boundary and shall use reasonable efforts to provide effective Initial Attack consistent with available resources, firefighter safety, FFSL requirements, dispatch protocols, and incident conditions.

3.3 UFA shall continue to maintain the wildland fire training, certification, and suppression equipment standards required by FFSL for a fire department or equivalent fire service provider

under the CWS, including applicable National Wildfire Coordinating Group and FFSL standards, and shall provide reasonable documentation of compliance for CWS reporting upon request.

3.4 UFA shall continue to maintain records of fire protection activity and services provided within the City, including information needed for the City's CWS compliance, and shall make responsive records reasonably available to the City, subject to applicable law, protected records, privacy, personnel, investigation, and operational-security limitations.

3.5 UFA shall continue to prepare and submit all applicable reports, including but not limited to the Annual Participation Commitment Report, Annual Participation Commitment Statement, Utah Wildfire Risk Assessment Portal (“UWRAP”) reporting, and other FFSL submissions customarily handled by UFA for the City’s CWS participation, with reasonable supporting information from the City. Provided, however, that the City shall retain ultimate responsibility for the accuracy of submissions required of the Participating Entity, with UFA acting in a preparatory and submitting capacity.

3.6 UFA shall continue to coordinate with the City, dispatch, law enforcement, emergency medical services, state and federal agencies, and other responders as appropriate for incidents affecting the City.

3.7 UFA shall continue to coordinate with FFSL and the City regarding Initial Attack, transition to Extended Attack, and any Delegation of Fire Management Authority and transfer of fiscal responsibility under the CWS. UFA shall provide available incident records reasonably needed to document timestamps, resource use, and transition from Initial Attack to Extended Attack.

ARTICLE 4: CITY RESPONSIBILITIES

4.1 The City shall continue to coordinate with UFA on municipal facilities, access routes, hydrants and water supply, development review information, special hazards, emergency plans, evacuation planning, public information, and other information reasonably needed for fire protection services.

4.2 The City shall continue to support public outreach regarding fire prevention, preparedness, mitigation, evacuation, and emergency information through City communication channels when appropriate.

4.3 The City retains responsibility for mitigation, maintenance, access, and hazard reduction on City-owned property, except as otherwise agreed in writing.

4.4 The City shall remain the municipal Participating Entity for CWS purposes unless FFSL approves another arrangement. UFA shall prepare and submit CWS reports and UWRAP entries as provided in Section 3.5. The City shall provide timely information, approvals, signatures, certifications, or other action required from the City as the Participating Entity.

4.5 The City shall provide UFA with reasonable and timely information regarding City activities, expenditures, in-kind contributions, Wildland Urban Interface Code actions,

Community Wildfire Preparedness Plan actions, City-owned property mitigation, public outreach, and other matters reasonably needed for UFA to complete CWS reporting.

4.6 The City shall remain responsible for adoption, update, and implementation of any Community Wildfire Preparedness Plan or equivalent wildfire preparedness plan required for CWS participation, and for adoption, enforcement, mapping, and reporting related to the Utah Wildland Urban Interface Code, unless otherwise agreed in writing. UFA shall reasonably support those efforts as resources allow.

4.7 The City shall not be required to make a separate payment to UFA for services under this Agreement unless the Parties approve a written amendment creating a specific payment or reimbursement obligation. The Parties acknowledge that UFA is funded, in part, through property taxes that the Unified Fire Service Authority (“UFSA”), a special district of which the City is a member, collects on behalf of the City and pays to UFA. This allocation does not modify any separate obligation imposed by FFSL on the City as the Participating Entity.

4.8 For wildfire incidents where cost recovery may be available under Utah Code Title 65A, the Parties shall cooperate in documenting fire cause, response costs, personnel time, equipment use, and other information reasonably needed for any cost recovery action. The City shall retain responsibility for any cost recovery action required of the Participating Entity unless otherwise agreed in writing or directed by law. Provided, however, that any amounts recovered shall be allocated between the Parties in proportion to the costs each Party incurs, unless the Parties agree otherwise in writing.

ARTICLE 5: TERM, RENEWAL, AND TERMINATION

5.1 This Agreement becomes effective after approval and execution by both Parties, attorney review as required by the Interlocal Cooperation Act, and filing with the keeper of records of each Party as required by law.

5.2 This Agreement shall continue in effect for a period of five (5) years, unless terminated as provided herein. The Agreement may be renewed upon mutual written agreement of the Parties for an additional five (5) year term.

5.3 Either Party may terminate this Agreement without cause by giving at least ninety (90) days' written notice to the other Party. The Parties shall cooperate in good faith on any transition of fire protection responsibilities, including transition issues that could affect CWS compliance.

5.4 Termination of this Agreement shall not relieve the Parties of their respective obligations to maintain compliance with the CWS or constitute a withdrawal of City as a Party to the 2019 Interlocal.

ARTICLE 6: GOVERNMENTAL IMMUNITY AND INDEMNITY

6.1 The City and UFA, as Utah governmental entities, possess certain immunities by law, including immunity under the Utah Governmental Immunity Act, Utah Code § 63G-7-101, et seq. Nothing in this Agreement waives or abrogates any legal immunities possessed by the City or UFA.

6.2 To the extent permitted by law, each Party is responsible for the negligent or wrongful acts or omissions of its own officers, agents, employees, and representatives, and shall indemnify and hold harmless the other Party for such negligent or wrongful acts or omissions.

ARTICLE 7: INTERLOCAL COOPERATION ACT

7.1. In satisfaction of the requirements of the Interlocal Cooperation Act, in connection with this Agreement, the Parties agree as follows:

7.1.1. This Agreement shall be approved by each Party, pursuant to Utah Code § 11-13-202.5;

7.1.2. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Utah Code § 11-13-202.5; and

7.1.3. A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.

ARTICLE 8: RELATIONSHIP TO OTHER AGREEMENTS

8.1. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

8.2. This Agreement does not supersede or replace the 2019 Interlocal or any existing mutual aid, automatic aid, dispatch, emergency management, state mobilization, the CWS Agreement, FFSL requirement, or other operational agreement or legal requirement unless expressly stated.

8.3. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties hereto.

8.4. This Agreement, in conjunction with the 2019 Interlocal, incorporated by reference, is the complete agreement of the Parties regarding the City's designation of UFA as the City's municipal fire protection service provider, except that the agreements and legal requirements preserved in this article remain in effect unless expressly superseded as provided therein.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1.Interpretation. This Agreement is the product of mutual bargaining. It shall be interpreted in accordance with its plain meaning, regardless of the extent to which either party participated in the drafting.

9.2.Severability. If any term or provision of this Agreement shall be found to be unlawful or unenforceable, it shall be stricken, and the remainder of the document shall be enforced in accordance with its terms without invalidating the entire Agreement.

9.3.Default. Each term and condition hereof shall be deemed a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

9.4.Remedies. Before invoking remedies for breach, the non-breaching Party shall provide written notice identifying the default and a reasonable opportunity to cure, which shall be not less than thirty (30) days unless a shorter period is required by law, FFSL deadline, or emergency circumstances. Cure within that period shall reinstate all rights of the Parties under this Agreement. If a default is not timely cured, the non-breaching Party is not required to deliver multiple or successive notices of default. In the event a default or breach remains uncorrected, the party providing notice may elect to: (a) terminate the Agreement; (b) treat the Agreement as continuing and require specific performance; or (c) pursue any other remedy at law or equity. Nothing in this section creates liability for failure to achieve a particular emergency response outcome or limits immunities available under Article 6.

9.4.1. In any suit arising under this Agreement the court shall award the substantially prevailing party its reasonable attorney fees and court costs in addition to any other relief.

9.4.2. The Parties may combine or pursue multiple or alternative remedies as may fit the circumstances of the breach. Should either party seek injunctive relief, it may obtain that relief without the necessity of posting a bond to secure the same.

9.5. Governing Law/Venue/Jury Waiver. The laws of the state of Utah govern this Agreement. The sole venue for any legal dispute arising from or concerning this Agreement shall be the courts of Salt Lake County, Utah. In any such proceeding the court shall decide all matters in dispute, without a jury, regardless of the denomination of any claims that might be brought.

9.6. Approval. This Agreement is a valid, binding, and enforceable obligation executed after all Parties have obtained the necessary authority.

ARTICLE 10: NOTICE

10.1. Notice under this Agreement shall be valid if sent by email, United States First Class mail, personal delivery, or courier to the address designated below. Email notices shall be deemed to have been delivered on the date they are sent to the below email addresses, provided that no automatic notice of delivery failure is received. The Parties may alter their address for notice at any time upon delivery of written notice to the other stating the new address. The addresses of the Parties are as follows:

City of Kearns
c/o Mayor Jesse Valdez
956 West 6200 South
P.O. Box 527 Kearns, Utah 84118
jvaldez@kearns.utah.gov

Unified Fire Authority:
Attn: Fire Chief
3380 S. 900 W.
Salt Lake City, UT 84119
dcburchett@unifiedfireut.gov

[execution on following page – remainder of page left blank intentionally]

SIGNATURES

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

CITY OF KEARNS

Jesse Valdez, Mayor

Date: _____

Attest:

Diana Baun, City Recorder

Date: _____

Approved as to Form

Nathan Bracken, City Attorney

Date: _____

UNIFIED FIRE AUTHORITY

Dominic Burchett, Fire Chief

Date: _____

Approved as to form:

Brian F. Roberts, CLO

Date: _____

COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into this 10th day of August 2025 (the “Effective Date”), by and between the Utah Division of Forestry, Fire and State Lands (“FFSL”) and the City of Kearns (the “Participating Entity”). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a Party or, collectively, as the Parties.

RECITALS

- A. Pursuant to Utah Code § 65A-8-203, this Cooperative Agreement is required for a county, municipality, or certain other eligible entity and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
- C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-122-200, R652-121-400, and R652-121-600.
- D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
- E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

- 1. “Annual Participation Commitment Report” means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
- 2. “Annual Participation Commitment Statement” means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.

3. “Catastrophic Wildfire” means fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.
4. “Cooperative Agreement” means the same as the term is defined in Utah Admin. Code R652-1-200.
5. “Delegation of Fire Management Authority” means the acceptance by FFSL of responsibility for:
 - i. Managing a wildfire; and
 - ii. The cost of fire suppression, as described in Utah Code § 65A-8-203.
6. “Direct Expenditure” means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. “Direct Payment” means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as per Utah Code § 65A-8-203.4.
8. “Eligible Entity” means the same as the term is defined in Utah Code § 65A-8-203.
9. “Extended Attack” means actions taken in response to wildland fire after Initial Attack.
10. “Firefighter” means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
11. “Initial Attack” means actions taken by the first resources to arrive at any wildland fire incident, including, without limitation, size-up, patrolling, monitoring, holding action, or aggressive suppression action.
12. “In-Kind Activity” means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, <https://www.independentsector.org/>.
13. “Minimum Billing Threshold” means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
14. “Participation Commitment” means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code §§ 65A-8-202 and 65A-8-202.5.
15. “Participating Entity” means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.

- a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year under the term of this Agreement.
- b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions they intend to take that address the wildfire threat. The Participating Entity shall send the completed annual plan to FFSL for review and approval within sixty (60) days of receipt of an Annual Participation Commitment Statement.
- c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
- d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, FFSL shall terminate this Agreement at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.

2. Fulfillment.

- a. The Participating Entity shall fulfill its Participation Commitment, determined by FFSL, pursuant to Utah Admin. Code R652-122-800 and R652-122-200(5)(c).
- b. The Participating Entity shall fulfill its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three.

3. Consultation.

- a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

4. Accounting.

- a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

- b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
- c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
- d. At FFSL's discretion, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
- e. The Participating Entity must receive written approval from FFSL before pursuing carry-over for a specific action under Section III(4)(c) of this Agreement.
- f. Amounts reported annually in excess of Participation Commitment shall not carry-over without written approval under this Section III(4).

5. Reporting.

- a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
- b. The Participating Entity shall provide an annual accounting of its actions and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
- c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4)(c) of this Agreement in UWRAP.
- d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
- e. FFSL may deny records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.

6. Calculation.

- a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Admin. Code R652-122-300, R652-122-400, and R652-122-500.
- b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
- c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdictional boundary. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdictional boundary. The Fire Cost Average may include State-

paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdictional boundary.

- d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.

- a. Where permitted by Utah Admin. Code R652-122, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting a written appeal that states the reasons for the disagreement to the State Forester within ninety (90) days of the occurrence of the reason for disagreement.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. FFSL shall determine effective wildfire IA pursuant to the definition of IA under this Agreement and Utah Code 65A-8-202, defining IA as what is reasonable for the Participating Entity.
4. The Participating Entity shall have financial responsibility for all IA costs within their jurisdictional boundary, other than the cost of aviation assets.
5. FFSL shall have financial responsibility for all IA aviation asset costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for the wildfire at issue shall occur simultaneously with one of the following events:
 - a. The involvement of state-owned or federally-owned lands in the wildfire;
 - b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
 - c. The request, by the local fire official on scene, of the Participating Entity with jurisdiction; or
 - d. The decision of the State Forester, after consultation with local authorities.
2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.

3. The occurrence of aviation assets on pre-planned dispatch, as established by the State, shall not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report (“CTR”) or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity’s jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity’s jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory “closed fire season,” as defined in Utah Code § 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity’s jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Admin. Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting

in a negligent, reckless, or intentional manner, the Participating Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular fire (“Cost Recovery Action”), except for when Delegation of Fire Management Authority has occurred. FFSL shall assist the Participating Entity in a Cost Recovery Action under this Section IX(1).

2. Costs recovered by the Participating Entity beyond the costs, including legal fees in pursuing the Cost Recovery Action, incurred by the Participating Entity itself shall be distributed amongst all other entities with incurred suppression costs.
3. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity’s Historic Fire Cost Average and Participation Commitment.
4. If the Participating Entity does not intend to initiate a Cost Recovery Action under Section IX(1), the Participating Entity shall immediately notify FFSL.
5. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity’s compliance with the terms of this Agreement.
2. If the Participating Entity is found to be in noncompliance, FFSL shall place the Participating Entity on “Probation Status” and provide the Participating Entity with a “Probation Notice” including:
 - a. Notice of the Probation Status;
 - b. The reason for the Probation Status;
 - c. The action(s) the Participating Entity must take to remedy the Probation Status; and
 - d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity’s failure to fulfill its Participation Commitment for the previous calendar year:
 - a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
 - b. FFSL shall credit the Participating Entity’s Participation Commitment expenditures and actions toward the Participating Entity’s outstanding obligation before it may credit the expenditures and actions toward the current obligation;
 - c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the Probation Notice time frame if the underlying noncompliance is not timely remedied; and

- d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
 - a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame.
 - b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
 - c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
5. For the duration of the Probation Status, this Agreement remains valid.
6. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity more than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
 - a. Providing written notice to FFSL of its intent to revoke this Agreement; or
 - b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121-600 and the Participating Entity pays FFSL all outstanding wildfire suppression costs in full.
6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildfire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.

7. A revocation of this Agreement by FFSL may be informally appealed to the State Forester within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no limit to the number of terms this Agreement may renew for.
3. The terms of this Agreement may be amended at any time by the written agreement of both Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Admin. Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. Community Wildfire Preparedness Plan.

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan (“CWPP”) or, subject to FFSL’s approval, equivalent wildland fire preparedness plan. The Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan within five (5) years of the Effective Date of this Agreement.
2. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP.

XIV. Wildland Urban Interface.

1. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property, including those requirements agreed to by the Parties in the Wildland Urban Interface Agreement. *See Exhibit B.*

XV. Miscellaneous.

1. This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and save

harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code § 65A-8-216 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.
5. The Participating Entity may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

9. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

_____	_____	_____
FFSL Area Manager Signature	Name	Date
_____	_____	_____
State Forester/Division Director Signature	Name	Date

PARTICIPATING ENTITY - CITY OF KEARNS

_____	_____	_____
Chief Executive Signature (Mayor of Kearns)	Name	Date

APPROVED AS TO FORM
UTAH ATTORNEY GENERAL’S OFFICE

 _____ Connor Arrington (Sep 4, 2025 09:42:23 MDT)	<u>Connor Arrington</u>	<u>09/04/2025</u>
Assistant Attorney General Signature	Name	Date

CITY OF KEARNS

RESOLUTION NO. R2026-17

August 10, 2026

**A RESOLUTION OF THE KEARNS CITY COUNCIL APPROVING AN
EMPLOYMENT AGREEMENT BETWEEN THE CITY OF KEARNS
AND CHARLES HENDERSON AS THE KEARNS CITY
ADMINISTRATOR**

RECITALS

WHEREAS, the Kearns City Council (the “**Council**”) decided to hire a full-time City Administrator; and

WHEREAS, the Council conducted interviews in a search for a City Administrator; and

WHEREAS, the Council desires to enter into an employment agreement with Charles Henderson as the Kearns City Administrator; and

WHEREAS, the attached employment agreement was negotiated between Charles Henderson and the Kearns City Council.

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

1. The Council approves and adopts the attached employment agreement between the Kearns City Council and Charles Henderson as the Kearns City Administrator, marked Attachment “A” to this Resolution, for the benefit of Kearns, and authorizes the Mayor to sign the same.
2. The Resolution shall take effect immediately.

APPROVED and ADOPTED by the Kearns City Council this 10th day of August, 2026

{Signatures on following page}

KEARNS CITY

By: _____
Jesse Valdez, Mayor

ATTEST

Diana Baun, Recorder

Voting:

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

AT-WILL EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”), effective on the date it is executed by all parties (“**Effective Date**”) is between Kearns City (the “**City**” or “**Employer**”), a Utah Municipality, and Charles Henderson (“**Employee**”), an individual. (The City and Employee may be referred to herein collectively as the “**Parties**” or “**Party**”).

RECITALS

1. WHEREAS: The City has the need for a Strategic City Administrator to effectively provide services to the residents of Kearns City.

2. WHEREAS: The City has offered Employee the position of Strategic City Administrator, subject to execution of this employment agreement and satisfactory completion of other employment conditions, such as background check and drug testing, which offer Employee has accepted.

NOW, THEREFORE, in consideration of the foregoing, Employer and Employee agree as follows:

TERMS

1. Scope of Duties: Under the direction of the City Council and Mayor, Employee is responsible to perform the following duties:

i. **Executive Administration & Council and Mayor Support**

- Administer day-to-day municipal operations under the direction of the City Council and Mayor.
- Exercise delegated executive authority on behalf of the City Council and Mayor.
- Serve in executive administrative roles as assigned by the City Council and Mayor.
- Implement policies and priorities established by the City Council and Mayor.
- Coordinate execution of City Council directives across departments.
- Prepare executive reports, policy memoranda, and operational recommendations.

ii. **Council Support & Public Meeting Compliance**

- Prepare or coordinate staff reports, agenda items, and background materials for City Council meetings.
- Attend City Council, board, and commission meetings as assigned.
- Present departmental and project updates to the City Council and Mayor.
- Ensure administrative practices comply with: (1) Utah Open and Public Meetings requirements (2) Public records (GRAMA) response coordination with staff
- Track and ensure follow-through on Council actions and assignments.

- iii. **Departmental Oversight & Operational Coordination**
 - Supervise or coordinate assigned departments, divisions, or service areas.
 - Monitor departmental performance and service delivery metrics.
 - Promote interdepartmental coordination on projects and regulatory functions.
 - Assist with organizational restructuring and operational efficiency efforts.
 - Review departmental procedures for consistency with city code and policy.
- iv. **Budget & Financial Administration**
 - Assist with preparation and administration of the municipal budget.
 - Review departmental budget requests and capital project proposals.
 - Monitor expenditures and fiscal controls in assigned departments.
 - Support long-range financial and capital improvement planning.
 - Coordinate with finance staff on audits and financial reporting compliance.
- v. **Policy Development & Ordinance Implementation**
 - Research and analyze municipal policy issues.
 - Draft or assist with development of ordinances, resolutions, administrative policies, and operating procedures.
 - Evaluate operational and regulatory impacts of proposed policy changes.
 - Coordinate implementation of newly adopted ordinances and programs.
- vi. **Land Use, Regulatory & Development Coordination**
 - Coordinate with planning, zoning, building, and code enforcement staff.
 - Support administration of land use and development processes.
 - Assist with interdepartmental review of development applications.
 - Ensure administrative processes align with adopted ordinances and state land-use statutes.
 - Coordinate complex or sensitive development matters at the executive level.
- vii. **Emergency Management & Continuity**
 - Support municipal emergency management planning and response.
 - Serve in assigned incident command or coordination roles.
 - Assist with continuity of operations planning and resilience initiatives.

2. Hours:

- i. The Parties agree and acknowledge that Employee will be a salaried, full-time employee and that Employee will be expected to work 40 hours a week, or more, depending on the needs of the City.
- ii. Employee's anticipated regular office hours shall generally be from 9:00 a.m. to 5:00 p.m., Monday through Friday, or such other schedule as may be established by the Mayor and City Council from time to time. Employee acknowledges,

however, that the duties of the position are not limited to such hours. Employee shall perform such additional hours as are reasonably necessary to fulfill the responsibilities of the position, including attendance at evening or weekend meetings, responding to emergencies, and addressing other matters requiring immediate attention. Employee shall remain reasonably available at all times, including outside normal business hours, to respond to emergencies and other urgent City matters as the Mayor or City Council may reasonably require. Employee understands and acknowledges that leave may be canceled or rejected when urgent City matters so require.

- iii. The Parties will work together to resolve any disagreements regarding Employee's work schedule and office hours. If the Parties are unable to resolve any disagreement that may arise regarding Employee's work schedule and office hours, the City Council and Mayor will have the final authority to make reasonable changes to Employee's work schedule and office hours, and Employee will abide by such changes.
- iv. Nothing in this Section, or any other provision of the Agreement, will limit the authority of the City Council and Mayor to require Employee's attendance or participation in City functions, events, or other tasks.

- 3. **Term: At-will:** Despite any provision in this Agreement to the contrary, Employee's employment with Employer is at-will. Employee and Employer may terminate the employment relationship for any legal reason or no reason, with or without notice. This employment at-will relationship may not be altered except in writing signed by the Mayor on behalf of the City following any required City approval.
- 4. **Personnel Policy:** The terms and conditions of the City's current personnel policy and any subsequent personnel or other related policies that the City may adopt during the Term of this Agreement are incorporated as part of this agreement by reference. This Agreement will control over any conflicting provision(s) in the City's personnel policy.
- 5. **Compensation:**
 - i. Wages and Benefits: Employer will pay Employee an annual salary of \$138,000. Employee is eligible for health, dental, retirement and other benefits as may be set from time to time by Employer (the "**Benefits**"), subject to any applicable withholdings. The Parties acknowledge and agree, however, that the City's ability to provide the Benefits are contingent upon forces and circumstances that may be beyond the City's control and, as such, the City Council and Mayor will have discretion to determine any and all aspects of the Benefits on behalf of the City. The Employer will inform the Employee before making any changes to the Benefits.
 - ii. Payment of Wages: Employee's earned wages will be paid at the end of each pay period consistent with the City's Personnel Policy or as otherwise designated by the City. This policy may be amended from time to time.
 - iii. Withholdings: Employer will withhold from Employee's paycheck such amounts as required by state and federal law.

- iv. Reimbursement of Expenses: Employer will only reimburse expenses if Employee receives prior written authorization of the expense.
- v. Leave: Employee will accrue leave as set forth in the City Personnel Policy. As of Employee's first day of employment, Employer shall credit Employee with 100 hours of sick leave and 100 hours of vacation (annual) leave, which shall be available for use in accordance with Employer's applicable leave policies.

6. Termination of Employment:

- i. Termination: Employee's employment with Employer may be terminated, in accordance with any of the following provisions:
 - *Termination by Employer*: Despite anything in this agreement to the contrary, Employer may terminate the employment relationship for any legal reason or no reason with or without notice. Employer will evaluate the employment relationship 90 days after Employee starts work.
 - *Termination by Employee*: Employee may terminate Employee's employment at any time and for any reason by providing written notice to the City Council and Mayor. Due to the sensitive nature of Employee's duties, if Employee desires to terminate the employment relationship, Employee agrees to provide such written notice thirty (30) days prior to Employee's last day of work. During the notice period, Employee must fulfill all duties and responsibilities set forth above and use Employee's best efforts to train and support a replacement, if any.
 - Return of Employer Property: All documents, records, apparatus, equipment and other physical property that Employer furnishes to Employee in the course of employment pursuant to the terms of this Agreement will be and remain the sole property of Employer. Employee agrees that, upon the termination of employment, Employee will return all such property, including but not limited to proprietary property, immediately upon termination of their employment, unless otherwise agreed to by the Parties. Employee further agrees not to make or retain copies, reproductions or summaries of any Employer property.

7. General Terms

- i. Confidential Information: Employee will hold confidential information employee receives from Employer in strict confidence, and will not divulge such information, either directly or indirectly, without Employer's express authorization. Employee will also not use or produce confidential information Employee receives from Employer for any purpose other than the performance of duties under this Agreement. Nothing in this provision is intended to prevent Employee from providing information in response to a duly issued subpoena, a duly issued request for information under the Utah Government Records Access and Management Act (Utah Code Ann. § 63G-2-101, et seq.), or as otherwise may be required by law, provided that Employee notifies Employer in writing of the subpoena or other request for information at least 10 days prior to divulging

any information. Provided further, however, that Employee will not disclose any information sought by a subpoena or information request if Employer opposes the subpoena or information request. Employee will cooperate and support any decision by Employer to oppose a subpoena or information request.

- ii. Counterparts: This Agreement may be executed on separate signature pages, such counterparts will constitute a single binding Agreement. A facsimile, scanned, or electronic signature will have the same force and effect as an original signature.
- iii. Entire Agreement: This Agreement constitutes the entire employment agreement of the Parties and supersedes and revokes entirely any prior agreements or representations, written or oral, by either Party.
- iv. Governing Law and Venue: This Agreement will be construed under the laws of the State of Utah, excluding conflict of laws and choice of law doctrine. The Parties agree that the exclusive jurisdiction and venue for any dispute arising out of this Agreement or the employment relationship described herein will be the federal and state courts in and for the State of Utah.
- v. Attorney's Fees and Costs: Should it be necessary for any Party to this Agreement to initiate, participate in, or undertake legal proceedings to enforce or adjudicate this Agreement or any issues arising under this Agreement or the employment relationship, the prevailing Party will be entitled to recover its reasonable attorney's fees and costs incurred by such legal proceedings.
- vi. Severability: To the Parties' knowledge, this Agreement does not violate any federal or state statute, rule, regulation, or common law, but any provision that is found to be in violation of any statute, rule, regulation or common law will be considered null and void with the remaining provisions remaining viable and in effect.
- vii. Incorporation of Recitals: The Recitals are incorporated as terms of this Agreement.
- viii. Dispute Resolution: If a dispute arises between the Parties related to this Agreement, the Parties will submit the matter to formal mediation before any judicial action may be initiated thereon, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. The Parties will endeavor to reasonably agree upon a mediator and will mediate the dispute in good faith. Each Party will be responsible for their own costs and will split the cost of the mediator between them by dividing the total costs of the mediator by the number of Parties involved. In the event the Parties do not agree upon a mediator, each Party will name a mediator and such two mediators will name a third mediator. The Parties will be bound to mediate the dispute with the third mediator.
- ix. Amendment: This Agreement may only be amended upon written consent of both Parties, with the Mayor signing on behalf of the City following any required City approval.
- x. Necessary Acts and Cooperation: The Parties will perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

- xi. Titles and Subtitles: The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

IN WITNESS WHEREOF, Employer caused this Agreement to be signed by the Mayor, attested by the City Recorder, and delivered, and Employee has caused the same to be signed and delivered.

Kearns City

By: _____
Jessie Valdez, Mayor Date

Employee

Signature Date

ATTEST

Diana Baum, Recorder Date