

BRIGHTON TOWN COUNCIL MEETING AGENDA

Tuesday, July 13th, 2020, at 6:30 pm

NOTICE is hereby given that the Brighton Town Council will meet electronically, without an anchor location via Zoom, on Tuesday, July 13th, 2021 for it's regular meeting at 6:30pm.

This meeting will be an electronic meeting without an anchor location pursuant to Mayor Knopp's July 12th, 2021 determination:

[determination letter location july.pdf \(utah.gov\)](#)

TO JOIN THE ZOOM MEETING

<https://us02web.zoom.us/j/89079147208?pwd=cEpHM0dBMW1BZzFTQ25yTWJ2ZGVzUT09>

Meeting ID: 890 7914 7208

Passcode: 713074

One tap mobile

+16699006833

1. CALL TO ORDER AT 6:30 PM.

2. ANNOUNCEMENTS

3. PUBLIC INPUT You can email your comment to townclerk@brighton.utah.gov ahead of time to be read during the public input section. You may also use the raise hand feature to speak at this time. All comments during the meeting shall be held until section 8.

4. MINUTES Approval of Town Council Minutes for June 8th, 2021 and Town Council Special Meeting Minutes for June 23rd, 2021

5. UPD Lee Arnold

6. UFA Dusty Dern

7. BUSINESS

- a. Resolution Updating Electronic Meeting Policy. For discussion and possible action.
- b. Electronic signs for the highway. For discussion.
- c. Authorization to the Mayor to Enter into an Interlocal agreement with Salt Lake County to accept the property known as the old fire station. For discussion and possible action.

- d. Authorization to the Mayor to Enter into an LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT with Salt Lake County for the Nell lease.
- d. Wasatch Front Waste and Recycling Invoice Requesting COVID Related Expenses. For discussion and possible action.
- e. Authorization to the Mayor to Enter into an Agreement with Dave Carlson for a Concrete Pad to Place Additional Mailboxes in Silver Fork in an amount not to exceed \$5,000. For discussion and possible action.
- f. Ordinance amending requirements for short term business licenses to prohibit open flames on short term rental property.

8. PUBLIC INPUT The chat box will reopen for written public comment. You may also use the raise hand feature to provide verbal input.

9. REPORTS

- a. Mayor's Report
- b. Council Members' Reports
- c. Emergency Management Report
- d. BCCA Report

10. PROPOSALS FOR FUTURE AGENDA ITEMS

11. ADJOURN

BRIGHTON TOWN COUNCIL MINUTES

REPRESENTATION ▪ COMMUNITY ▪ LEGACY

June 8th, 2021 ▪ 6:30 pm ▪ Electronic Meeting ▪ Presiding: Mayor Dan Knopp

ATTENDANCE

Dan Knopp, Jeff Bossard, Carolyn Keigley, Jenna Malone, Keith Zuspan, Polly McLean, Barbara Cameron, Jane Martain, Nate Rockwood, Wayne Dial, Dusty Dern, Carole McCalla, Kara John, Jim McNulty, Lupita McClenning, Chad Smith, Gay Lnn Bennion, Donna Conway, Don Despain, Christina Cragholm, Nick Sieckowski, Mark Brinton, Brad Nilsen, Jon Lange, Alice Redd, Molly Wireman, Scott VanBeuge, Mary Ziegel

CALL TO ORDER AT 6:30 PM.

ANNOUNCEMENTS

The filing period is now closed for Candidate Declarations for this year's election. The candidate for mayor is Dan Knopp. The candidates for Council at Large are Keith Zuspan, Carolyn Keigley, and Eli A. Lovett.

PUBLIC INPUT

No comments

MINUTES

Minutes were approved as submitted for the Town Council Meeting for May 11th, 2021 and the MSD Strategic Planning Meeting for May 25th 2021.

UPD

Lee Arnold provided a written report:
Hello all,

I just want to report on a few items:

1: Don't forget about the Drop 13 Half marathon this Saturday from 0530 am to 9AM. Traffic will be intermittent both up and down hill. The runners are supposed to stay in the downhill lane during the race. There will be several officers in marked vehicle escorting traffic up and downhill during those hours. All runners must be out of the canyon by 9AM.

2: Now that the Guradroad is open traffic is heavy with motorcycles using the road to go to Park City and enjoying the beautiful scenery in Big Cottonwood. With it comes loud noise that echoes in the canyon making it worse than what it should be. This makes it very difficult to enforce due to the acoustics in the canyon and our noise meters will not give a true reading and therefore stand up in court. At this time UPD is not enforcing this regulation until the law changes with our legislators. I know Brighton has tried and failed in the past to get this changed but until it does when a call comes in from any residents, we are just checking the area for other violations that can be readily enforced such as speeding or other traffic related violations.

3: Over Memorial Weekend we had a five-day car count of 4,225 per day past the UPD sign at the mouth of the canyon. The speed trailer near Silver Fork Lodge we had a three-day 3,200 vehicle average pass. 89 percent of those vehicles were under the speed limit with an average speed of 39 MPH. An interesting fact last week: I pulled over a speeder doing 94 on a forty near 6000 east. I was going to impound his vehicle for reckless driving- Expedition of speed. When I asked him why he was going so fast his response was, he had just left from a canyon residents house where he asked the women who lives there out for a date. He then paused and said to me "Sir,

she is so beautiful, and I guess I just got excited about her saying yes to me.” He then said he was sorry it was all his fault. This made me laugh..... Well he kept his vehicle but still got a certificate for speeding.

If you ever have any concerns or questions, please contact me by email at rarnold@updsl.org or call me at 801-214-4544. If you need immediate assistance, please call Dispatch at 801-743-7000

Thanks,
Lee

UFA

Dusty Dern reported that the warm weather has brought more people to the canyons which has kept the crews busy. There have been several back country rescues and calls for search and rescue for backpackers and hikers. On May 30th many new recruits started work in the stations. There are 9 fire fighters still finishing the EMT class before moving into the field. There were 10 individuals that just completed the Battalion Chief’s test. They’ll be able to fill vacancies as needed. A reminder to everyone about the fire danger we’re in due to severe drought. Obey firework restrictions and take great care this summer.

BUSINESS

Enhanced service for Wasatch Front Waste and Recycling District (WFWRD) in Brighton Loop and Silverfork

Keith Zuspan reported that he met with the managers from WFWRD. It’s been agreed to bring up an additional container to be positioned on Silverfork Drive to handle the shortage of space. Alternatively, if we continue to have an overflow issue they will add a pick up day so that it is collected on Monday, Wednesday, and Friday. It was also discussed to change the lids to molded tops that have unique sizes to only allow recyclables that fit the slot such as cans, paper, plastic bottles etc. That way only recyclables will be put in the bin. The issue with emptying the compactor at the Brighton Loop is that it has only been at 60% capacity because of improper use. It gets impacted by furniture and bulk items. The issue with the building that houses the compactor is that it frequently has roof-avalanches, making it hard to access in the winter. The compactor land will be deeded to us before the end of this month and we can then work to improve the building. If additional funding is needed for an extra pick-up day, there is a placeholder in the budget for \$6,000 for this.

Public Hearing and Resolution to adopt FY 2022 Budget & FY 2021 Adjusted Budget.

Last month, the tentative budget was adopted. Nate Rockwood presented the final budget and adjustments to the current year’s budget with the property tax rate set at 0.00%, which is what it has been. At this point, we’ve received revenues through March, since there is the two-month lag for processing. April, May, and June will be smaller than the winter months, but will be enough to put us over our projected annual revenue. Nate will report quarterly on revenues and expenditures. State code requires us to show an actuals table along with the estimated revenues and expenditures so that we can determine the adjusted budget. The original budget was forecasted down because we didn’t know what would happen with COVID. The Trails Master Plan was also accounted for. To cover this, the town will give \$20,000 to the BCCA from the Wayfinding and Signage in the Capital Fund. The council also approved \$7,500 to the Cottonwood Canyons Foundation. An amount of \$6,000 was removed from expenditures since it was reserved for additional trash collection, but it was decided to add an additional bin rather than an additional pick up. The anticipated Fund Balance is set at \$1.7M which is still under the 100% cap. \$300,000 was transferred to keep it within limits. The full table is included in the meeting packet.

Jenna Malone moved to open a public hearing, and Jeff Bossard seconded it. There were no public comments. Carolyn Keigley moved to close the public hearing and Keith Zuspan seconded it. Jeff Bossard moved to approve the resolution and Carolyn Keigley seconded it.

Dan Knopp, Carolyn Keigley, Jeff Bossard, Keith Zuspan, and Jenna Malone voted to approve the resolution to adopt the FY 2022 Budget & FY 2021 Adjusted Budget as amended and set the tax rate at 0.00%.

Emergency Notification Company

This was presented by Jane Martain and Jeff Bossard. They spoke to 5 communications companies. Most were several thousand dollars for their services. Jeff is familiar with On Solve, the parent company to One Call Now, who they recommend for our needs. The quote was only \$700 from On Solve. Their system allows for text

messages, email, and voice recorded messages for land lines. There is no set up cost. \$700 goes toward 5,000 credits. It costs 1 credit per message per recipient. It would take nearly 1,500 credits for 1 mass message to reach our audience. If we don't use all of the credits, we can roll them over to next year if we renew for \$60. Three people can be on the account to send messages. Emails don't count against the 5,000 credit. Jeff Bossard moved to approve the mayor to sign a contract for this service. Carolyn Keigley seconded it and the motion passed unanimously.

An Ordinance repealing and replacing Title 19.74 of the Brighton Code, Floodplain Hazard Regulations, with Title 19.74 FLOOD DAMAGE PREVENTION

Now that we have land use authority as of May 5th, 2021, we need our own flood insurance under FEMA. We're still protected under the county in the meantime. We adopted the same code that the county has for flood plain, and flood damage. Polly and Keith met with a representative from the state, the county, and FEMA. They provided a model ordinance to use instead of the county ordinance, which are in the packet. Now that we have land use authority, any changes to the land use code have to go through the Planning Commission first. That applies here since these amendments pertain to the zoning code. It's required to give a 10 day notice and due to timing, it will appear on the July Planning Commission agenda. Pending approval, it will be on the town council's August agenda.

Resolution for Joining National Flood Insurance Program

Once the new language is adopted in the land use ordinance, this resolution will be ready for adoption. (See item above).

Amendments to Title 19 of Zoning Code related to breeze ways and connections between building. Discussion and possible direction for Planning Commission review.

There was a change to the state code that allows Internal Auxiliary Dwelling Units (IADUs) and prevents them from being prohibited. IADUs need to be limited in Brighton due to the impact they present to the water supply. It is becoming more common to connect two structures with a breezeway, which satisfies the requirement. However, a breezeway is a loophole to avoid the need for a second water share. It's a way to camouflage two structures as one. Since this is a zoning change, it goes to the Planning Commission. Lupita has been meeting with watermasters, Planning Commission, and MSD GIS staff to understand the water capacity and to work toward a solution. They will also examine what caretaker units are in existence and explore if they were lawfully approved. It was agreed that this should be discussed at the next Planning Commission meeting for recommendation to the code and it will then return to the council agenda in August.

Election Filing Fee

We currently don't have an election filing fee. Since it is an election year, it's a timely discussion. Requiring fees helps to make sure candidates are serious about running. It was also considered that a fee may discourage someone from running for office. To encourage democracy, it was decided not to require the barrier of a fee.

PUBLIC INPUT

No public comments

REPORTS

Mayor's Report

Dan Knopp reported that the recently formed Planning Commission is an impressive group, exceeding expectations. He'll meet with them when he's back in town. The Central Wasatch Commission, CWC, nominated Will McCarvall and Barbara Cameron as chair and co-chair of the Advisory Committee. They are taking over for Kelly Bricker and Jan Stiffer. In terms of transportation, more people are in agreement that busses aren't a long-term solution. The discussion will continue to be worked through before it's presented to UDOT. The MSD initiated a meeting with the watermasters to better understand our water issues. Dan attended that meeting and is pleased to see this group of people working together for a solution.

Council Members' Reports

Jenna Malone drafted a roadmap to guide STR owners into compliance. The information can be found on the website [Short Term Rentals | Brighton Utah](#). The document directs you to the MSD's city works portal to create an account, it explains what documents are needed and how to submit those for a permit. There is contact information for planners and inspectors as well as details for obtaining a tax identification number and business license.

Jeff Bossard reported that mosquito abatement is in full swing and doing a great job. He joined the Municipal Council but was unable to join their meetings due to a schedule conflict. The Animal Advisory meeting will be next month since they are quarterly. He's also been working to get the emergency notification system in place.

Carolyn Keigley shared a UPD report, attached at the end of these minutes. It's a four page summary from a binder's worth of budget material. This consolidation provided clarification since there are three budgets intertwined. There is a budget for UPD, SYLVESA, and the county funds which includes the canyons that are later broken down in smaller sections per canyon. Carolyn will sit down with someone from the finance committee to understand our unique budget within the greater entity. It will breakdown the services we receive so that we can decide if it is sufficient or if we would like enhanced services.

Carolyn also reported on an increase of illegal camping. There was a huge party in Forest Glen that consisted of camping, a huge amount of trash and campfires not in designated rings or pits. It was SLC Public Utilities land. While Carolyn was there cleaning, additional campers came walking through and she notified them it was all private land. Canyon Patrol noted the scene. They relay the information to night patrollers so they can track and watch for dangerous and illegal fires. The town doesn't have jurisdiction over what Forest Service will permit in the way of fire, but with the severe drought conditions, a summer long fire ban may be necessary within town limits. She's also been listening to the Planning Commission meetings and is excited about the work they'll be doing. Lastly, the Brighton Institute is hosting Brighton Days on July 23rd and 24th weekend. There will be a movie night at Solitude and possible open mic night. At Brighton there will be lots of booths that provide environmental education. The BI got a zap grant plus matching funds of \$1,000 from Rocky Mountain Power. There was also a state grant of \$5,000. The concert musical will be a performance of three songs that were written just for this canyon. The first is of the blind minor, the second is of the hospitality and women, and the third is of the Utes and Shoshones and how they got along with each other when it came to hunting in the canyon.

Keith Zuspan, reported that it was a slow month for the MSD meetings. Primarily, they were to address budget adjustments. One item on the last meeting was to provide additional electronic signage to notify drivers of their speeds. The sensors placed in the canyon showed that 75% of cars were over the 45mph speed limit. There is a planned unit development in Herriman. They are looking into whether or not it will impact the MSD overall budget if Herriman is to annex that area.

Wasatch Front Waste and Recycling District was reported on earlier. Additionally, the Cardiff collection area will have dumpsters with actual lids that have to be slid open. That will prevent clogging the bin with waste from building materials and tree branches.

ADDITIONAL ITEMS

The mayor designated Keith as the MSD liaison to join the bi-weekly MSD team meetings with Polly and Kara.

UDOT is working to make no parking signs on the north side of the road from Solitude down to Willow Lake. They are doing studies to see where roadside parking works and where it doesn't. They are also preparing signs at both town boundaries for drivers to see as they enter the Town of Brighton.

The town is able to change parking citations from a criminal to a civil offense. A process will need to be set up for citizens to fight tickets, should they choose. An administrative law judge and hearing officer for appeals is set up through the ACE program and could potentially be used for this. Wayne will see if he can find out more about what the hold up has been for UPD to make this change so that the town doesn't run into the same issue.

Emergency Management Report

Next Monday at the BCCA meeting will be a training with Jim Woodward. It will include the council and all team leaders and team members and anyone that can attend. On Tuesday will be a tour of the canyon to identify where wildfire cleanup is needed and to establish a long-term forest clean up.

BCCA Report

Barbara Cameron reported that the animal banners are finished for the Brighton Days and that \$8,000 was raised for the event. The goal of that and of the 3rd of July celebration is to make people happy to be in this community. Randy Doyle opened the Milley chalet restrooms for the summer, but not the restaurants. The Brighton store is also open. Erika Kazi is a new Brighton staff member and she has information on events such as "hike with an arborist" There is a new general manager at Solitude, Amber Broadway. Bekee Hotze, from the US Forest Service has licensed Big Rock Shuttle to take bikers up to Guardsman pass for drop off. No other shuttles are licensed and should be referred to her. The Forest Service has no intention of limiting campfires at campgrounds or picnic areas this summer. Their standing policy has been that no fire shall be within .5 mile of highway. She recommended a spark arrester which is mesh over a fire as a helpful prevention tool in a season like this. The next BCCA meeting is Monday June 14th @ 7:00PM. The tabletop exercise will be a wildfire that starts in Jordan Pines for discussion of what happens next. On Tuesday June 15th, there is a watershed restoration project that will start at Mineral Fork and caravan up the canyon. They are looking for buy in from public lands to help with defensible space. Chipper days begins July 26th. A reminder to the council, they are responsible to help set up for the 3rd of July breakfast. UPD will start the parade and UFA will have their 1934 Mac that the council will ride in. After that lap, they will walk around the loop to help supervise walkers and bikers.

PROPOSALS FOR FUTURE AGENDA ITEMS

- a. Ordinance for fire and fireworks ban for the summer season.
- b. UPD budget report

ADJOURN

The meeting was adjourned at 8:16 PM.

**NOTICE OF MEETING
UNIFIED POLICE DEPARTMENT
FINANCE COMMITTEE MEETING**

**Tuesday, June 8, 2021
Sheriff's Office Building
3365 South 900 West Room 115
SLC 84119
8:00 – 9:00 AM**

Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities may be provided upon receipt of a request with three working days' notice. For assistance, please call 385-468-7500 – TTY 711. An audio recording of this meeting will be available to the public for listening within 3 business days after the meeting.

Members of The UPD Board May Participate Electronically. Meetings may be closed for reasons allowed by statute. The Public May Attend. All members of the public attending the meeting will be required to wear a mask. Public comments are limited to 3 minutes unless otherwise approved by the Board. The public may listen to the meeting on Facebook Live: <https://www.facebook.com/updsl/>

AGENDA

Item 1. Public Comment: Council Member, Carolyn Keigley, Committee Chair

Item 2. Proposed Changes to the FY2021-22 Tentative Budget: Lisa Dudley, CFO

Item 3. FY2020-21 Budget Amendments: Lisa Dudley, CFO

Item 4. Update on FY2020-21 Audit: Lisa Dudley, CFO

Item 5. Other Business

Meeting Adjourn

Next meeting – September 7, 2021

Motions relating to any of the above agenda items, including final action, may be taken at the meeting.

UNIFIED POLICE DEPARTMENT
Budget in Brief – A Citizen's Guide
To the FY 2021-2022 Tentative Budget



Sheriff Rosie Rivera, CEO
Lisa Dudley, CFO
Presented to the UPD Board May 20, 2021

Vision and Mission Statement

Vision

"As partners with the community, Unified Police Department will provide the highest quality of law enforcement services to minimize crime and maximize confidence, safety, and quality of life."



Mission Statement

"We serve to protect every member of our community. Through integrity, cooperation, and understanding, we strive to reinforce our core values: Integrity, Respect, and Professionalism."

Integrity

Equal service for all - Honesty and transparency - Strong ethical and moral principals

Respect

Empathy and commitment - Protect rights and property - Embrace diversity through education

Professionalism

Leadership and resource management - Efficient and effective communication - Progressive training and technology

FY2021 BUDGETARY HIGHLIGHTS

Limit Shared Services Budget to 3.5% over Previous Year's Budget

By reorganizing the Shared Services Divisions, UPD was able to meet the requests of the Board of Directors to work within a 3.5% overall cost increase for shared services.

Increase Officer Compensation

UPD has established a 3-5 year goal to bring officer compensation to the top three of the wage market. The FY2022 budget includes a "surgical approach" to officer pay; to reach this goal, higher market adjustments will be given to ranks that are currently farther away from the targeted placement in the labor market.

Retaining the Integrity of Shared Services

Member communities share the cost of specialized policing including K9, SWAT, Forensics, and Investigations. This allows for economies of scale, as each member pays only a fraction of the cost of providing specialized services.

Finding Efficiencies in Routine Processes

UPD continues to implement best practices and review current processes with the goal to improve productivity; e.g., vendor invoices are closely reviewed to ensure UPD is receiving the best pricing possible for contracted services. Increased efficiencies result in a cost-savings for UPD member communities.

Value and Benefit of Shared Services

VALUE

UPD provides comprehensive police services to its members. Through economies of scale, UPD members share the costs of Administrative Services, Training, the Shooting Range, Property & Evidence, Information Systems, Dispatch, as well as specialized units such as Special Victims Unit (SVU), Violent Crimes Unit (VCU), Forensics, Special Weapons and Tactics (SWAT), K9 Unit, and Motors.

The UPD model, which focuses on its shared services, provides specialized policing at a reduced tax-burden to citizens. Its shared services model provides 1) a continuity of specialized skills, 2) availability of specially-designed equipment, 3) consistent and efficient communication, 4) centralized investigation units: SVU, VCU, Forensics, High-risk Victims Unit, and Collision Analysis and Reconstruction, and 5) well-trained officers who have a broad range of experience.

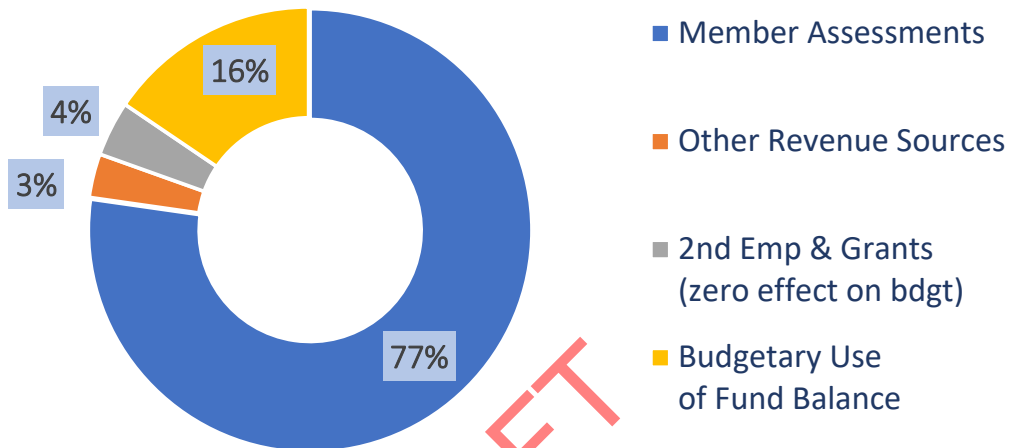
BENEFITS



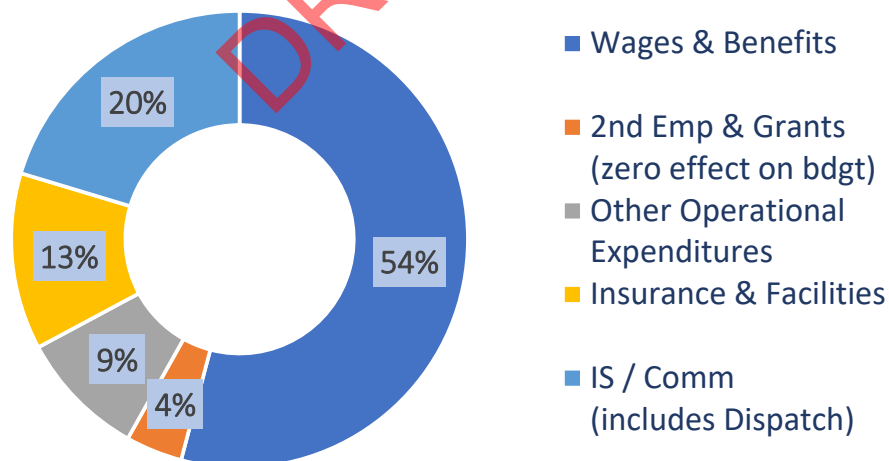
Shared Services - Budget Overview

The graphs below provide a general overview of UPD's General Fund revenues and expenditures. The largest revenue source is member assessments; the largest expenditure category is wages and benefits.

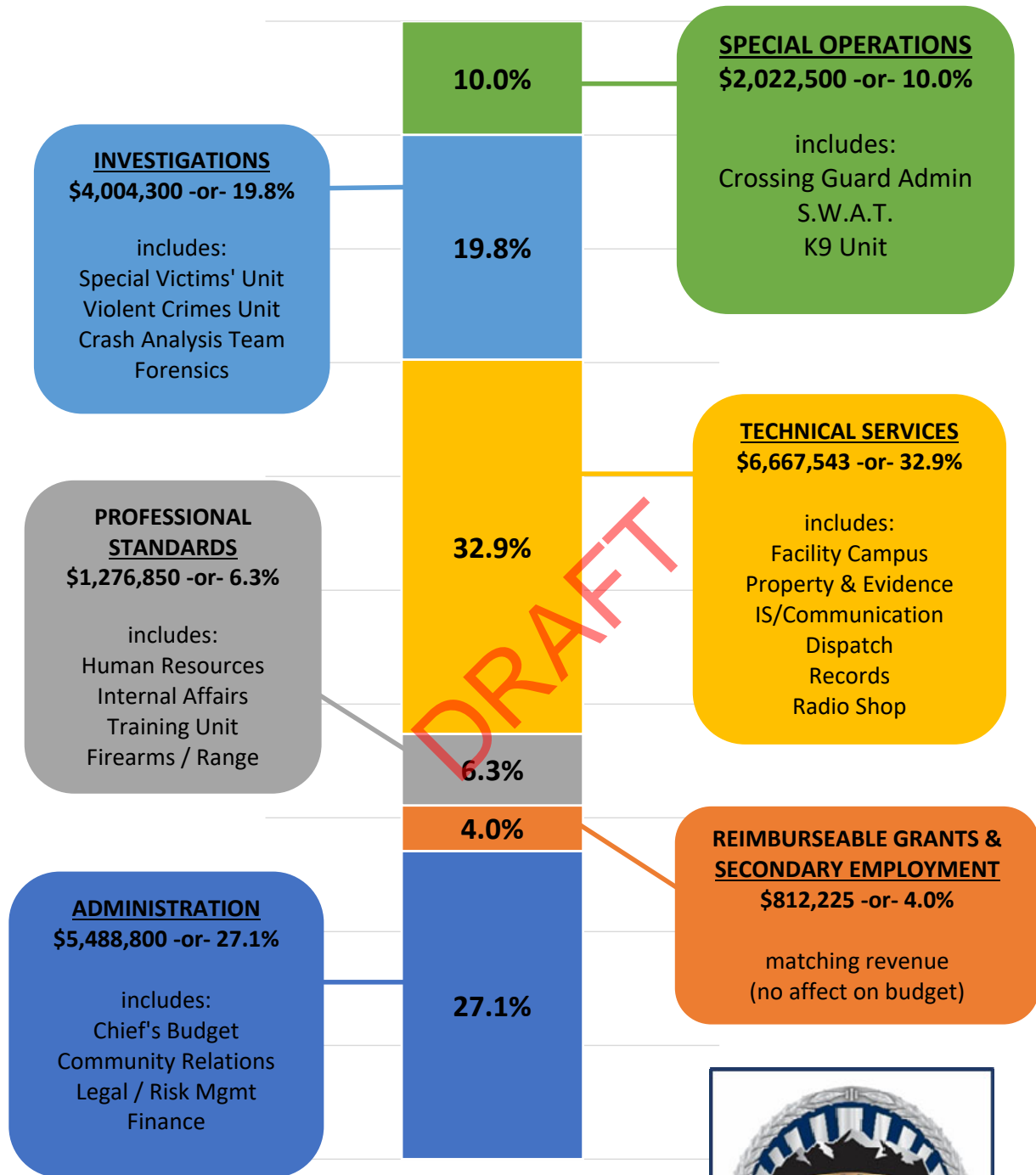
Shared Services - Revenues



Shared Services - Expenditures



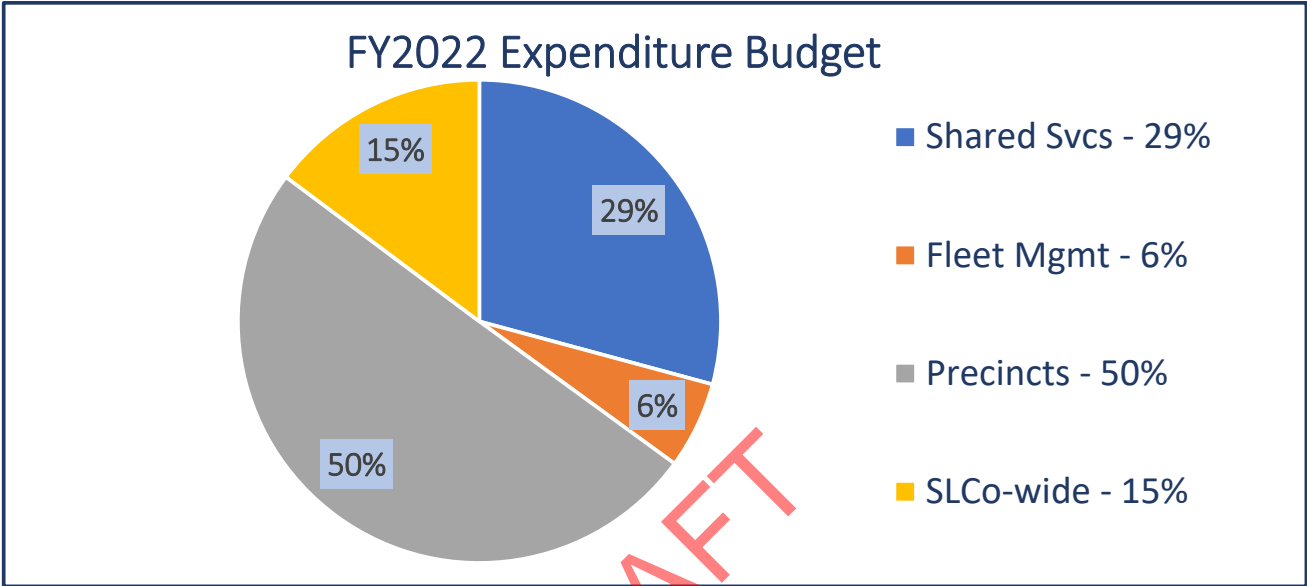
Shared Services - Budget by Category



UPD Budget by Functional Areas

UPD has separate budgets for Precincts, Shared Services, County-wide Services, and Fleet Management

Each budget accounts for specific operations of UPD.



Shared Services:	Precincts:	SLCo-wide Services
Administration	Kearns Township	Drug Court
Community Relations	Magna Township	High Risk Warrants
HR / Legal / Finance	Millcreek	Pawn Shop
Facilities	Copperton Township	Extraditions
Training	City of Holladay	Canyon Patrol
Firearms / Range	Midvale City	Search & Rescue
Property & Evidence	Emigration Cyn Township	Records (60%)
Records (40%)	Brighton Town	Metro Gang Unit
IS / Communications	Unincorporated SLCo	Major Investigations
Dispatch		Drug Enforcement
Radio Shop		Cold Case
Special Victims Unit		
Violent Crimes Unit		
Forensics		
Crossing Guard Admin		
S.W.A.T.		
K9 Unit		
Motors		
	Fleet Management:	
	Acquisition of Assets	
	"Upfitting" to Police Vehicles	
	Disposition of Fleet Assets	
	Vehicle Maintenance	
	Maintaining Line Vehicles	

UPD Members / Communities Served



COPPERTON METRO TOWNSHIP



EMIGRATION CANYON
METRO TOWNSHIP



The UPD Budget and Finance committee met at 8:00 am on Tuesday, March 9, 2021, electronically via Zoom.

UPD Board Members In attendance:

Councilwoman Keigley – Finance Committee Chair
Councilman David Brems (Emigration)
Mayor Rob Dahle (Holladay)
Mayor Robert Hale (Midvale)
Deputy Mayor Litvack (Salt Lake County) (joins at 8:05)
Councilman David Olsen (Copperton)(joins at
Mayor Kristie Overson (Taylorsville)
Councilman Alan Peterson (Kearns)
Councilman Steve Prokopis (Magna)

UPD Board Members excused:

Councilman Jim Bradley (Salt Lake County)
Mayor Paulina Flint (White City)
Mayor Silvestrini (Millcreek)

Additional Attendees:

Sheriff Rivera
Chief Mazuran
Lisa Dudley
Richard Moon
Aaron Hixson (HBME)
Chief Levi Hughes (Magna)
Chief Randy Thomas (Midvale)
Chief Wayne Dial (Special Operations)
Captain Del Craig (Training)
Lt. Zach VanEmmerik (Magna)
Chief Justin Hoyal (Holladay)
Sherry Anderson
Frank Nakamura
Harmony McQueen

Item 1. Welcome: Councilmember Carolyn Keigley, Finance Committee Chair

- a) Announcement of Written Determination Letter 2021-02
- b) Roll Call was taken, and a quorum is present.

Director Bradley is not present	Director Brems present
Director Dahle present	Director Flint is not present
Director Hale present	Director Keigley present
Director Litvack is not present	Director Olsen is not present
Director Overson present	Director Peterson present
Director Prokopis present	Director Silvestrini is not present

A quorum is present.

Deputy Mayor Litvack joins the meeting at 8:05.

Item 2. Public Comment

No public comments were submitted.

Item 3. FY2022 Draft Budget Summary: Sheriff Rosie Rivera, CEO, and Lisa Dudley, CFO

Sheriff Rivera starts by stating that the draft budget summary will be reviewed today. She believes that the committee will be happy with many of the adjustments that have been made.

Ms. Dudley shares her screen and shows the budget overview. She reviews the spreadsheet layout, pointing out the locations for the Salt Lake Valley Law Enforcement Service Area and the Salt Lake County fully funded (column O) and she further explains. She points out the area for member assessments at the lower part of the screen and further explains. She notes that we cannot control the sharing formula because of changes in population, caseload, and assessed valuation, and how that could affect the individual members. We were able to meet the request from the dollar standpoint of Taylorsville's current year contributions to Shared Services along with the 20% the County pays of Shared Services. Considering those two factors, dollarwise we were able to make those cuts through the restructure, however, there were some changes in the Sharing Formula specifically dealing with assessed valuation. She notes how that typically has little impact on the sharing formula, but because of a substantial decrease in the taxable valuation for centrally assessed properties, it mostly affected the unincorporated areas and the township areas in the Southwest part of the Salt Lake Valley.

Ms. Dudley states how that made a huge difference in the sharing formula because the assessed valuation as a whole dropped, which means the percentages changed substantially. She explains how that is what made the biggest difference in the sharing formula for the upcoming year.

Sheriff Rivera discusses the Strategic Sworn Plan percentages that are included in the budget.

Ms. Dudley states that the wages and benefits built inside this budget include a market increase of 4.5% for Sergeants, 3.5% for Officers, 2.5% for Lieutenants, Deputy Chiefs, and Chief of Police. Captain rank was within the market so there is not an increase for Captains. This also includes a 2.75% merit for those who have not topped out within the pay scale which is 40% of Officers, 20% of Sergeants and there is a 2% market increase for Civilians as well. She refers to the area on the screen where it shows 90% Officer wages and benefits, and she says that this was added to this current year's budget based on a historical review of our vacancies. Because of vacancies, 100% of our wages were not fully utilized. She further explains the vacancies and member assessments.

Ms. Dudley points out that the VECC cost that we have been waiting for has been included in this budget along with the member assessments. She gives thanks to Undersheriff Jake Petersen who has worked with VECC to get UPD on the same page as the other members of VECC. That has been a tremendous saving to our organization. Other than wages and benefit costs, the VECC cost is the largest bill that we pay as an organization. She moves forward to explain fund balances and points out the area of the spreadsheet being shared on screen. She further explains the numbers shown for each division which include non-spendable, the compensated absences.

Ms. Dudley states that the County assessment total has also substantially dropped because of losing Taylorsville and their 20% of the shared services. She continues to explain the spreadsheet pointing out row 46 which shows the percentage of increase to entities. She moves forward to SLVLESA, their billing process, and the fund balance information. She shows a few examples if certain entities were to use a portion of their fund balance and the change that would make to their percentage of increase. She asks the committee if there are any questions about how the utilization of fund balance can help to mitigate member assessments.

None.

Ms. Dudley asks for approval to reorder the agenda items and review agenda item 5 before agenda item 4 as Mr. Aaron Hixson from HBME is in the meeting to present item 5.

Chair Keigley allows for the agenda reorder.

Item 5. Restatement of FY2020 Governmental Fund Balances by Category: Aaron Hixson, HBME and Lisa Dudley, CFO

Ms. Dudley screen shares a balance sheet of the Special Revenue fund. She reviews the tab titled precincts as published and she states that the fund balance rows on this sheet were presented in our published audit. She points out that it shows precinct by precinct, the SLVLESA communities, and the County. SLVLESA's only source of revenue is property taxes for law enforcement, and that is why they show as restricted. Our other entities have multiple sources of revenue. She then moves forward to the restated tab on the screen and explains the compensated absences. She moves forward to the fund balances government funds tab and explains how the total amount of compensated absences were shown in the general fund tab, although not all of our employees were assigned to the general fund. Most employees are assigned at the precinct level. She moves on to the right side of the spreadsheet and explains the restated compensated absences.

Mr. Hixson explains that prior period adjustments, or restatements, happen all the time. The most common time these are done is when a new accounting standard comes out. Other reasons for restatements are corrections of a prior financial statement. He says that the restatement that we are showing here is being done for that reason, a correction. There were a lot of changes in the internal accounting at UPD during 2020 and a new special revenue fund was allocated to each of the precincts and districts. When Management mapped this out and created a more robust chart of accounts for each precinct and district, they felt that after many levels of review by his firm and internally at UPD, there was a restriction for public safety categorized improperly. He says that the entire burden was spread across the general fund instead of across both funds and among each precinct. He says the equity itself is not changing, just the allocation as presented so the users of the financial statements can see that it is not just public safety, but also compensated absences for the various employees assigned to these funds. He says that he will file a restatement with the State Auditor's Office along with Lisa and Rick. He adds that the only small risk he sees is that there will be two copies out there, an amended version and an original copy. The most current copy is the one that needs to be used. He adds that this restatement is not an error, concern, or problem that could jeopardize the standard in any manner, but rather they felt that better clarifications and allocations were needed.

No additional questions.

Ms. Dudley notes that if an entity spends over \$750,000 of federal monies within a fiscal year, a second audit or a fiscal audit must be conducted and filed with the Federal Government. That is whether the funds go to the entities directly or passed through to UPD. We have many pass-through grants like VOCA, and DEA, and other federal sources. Typically, we file that audit at the same time as our annual audit, but this year is an anomaly, and our single audit is not done yet, however it is not late.

Mr. Hixson agrees with Lisa Dudley on the timing of our single audit. He explains how the delay that was caused due to COVID because most of the funds distributed come from the Department of the Treasury. This grant was given in March. It was not money that was applied for but given as a stimulus. However, guidance for the grant was not given until December 26, 2020, and the grant said that the money had to be spent by December 31, 2020, just 4 days before expiration. All entities were doing their best to spend it, including UPD. Their firm, HBME, was unable to perform audits on this until the official guidance came out. The Office of Management and Budget of the Federal Government has issued an extension on these filings for 12 months from the date of issuance of the financial statements. He says that they are working on the single audit now and it is anticipated that all the fieldwork will be done in March or April and it will be presented at that point.

Item 4. FY2021 Quarterly Budget Amendments: Lisa Dudley, CFO

Ms. Dudley moves forward with the quarterly budget amendments. She reviews page 1 where there were only reclasses within the departments of the General Fund. She notes that the largest reclass was switching the appropriation from radio equipment to computer components and MDT's. With the cuts we had in some departments, this change will help UPD move forward and be better prepared. She says this shows how our commanders are monitoring their budgets and making any adjustments as necessary. This is exactly what she likes to see in budget amendments. She further reviews the changes that were previously shown to the board.

Item 6. Surplus of Assets Process: Lisa Dudley, CFO

Ms. Dudley states that UPD is people and asset-heavy. She says that we have purchased by our procurement policy, but we need to refine our surplus of assets process. She would like to bring a list of assets to the board for approval for disposition monthly.

Richard Moon shows a surplus property spreadsheet on screen.

Ms. Dudley further explains the surplus process. She states that we are going to work more closely with our Property and Evidence department to get the information on items that will be taken out of service to present to the board for approval going forward. She states that this is one more financial process that we are refining so the board can feel confident that UPD is making the best use of our assets which were purchased with public funds.

Item 7. SRO Costs: Sheriff Rosie Rivera, CEO

Sheriff Rivera states that this item is a presentation of what Granite PD pays the UPD currently. She states that Granite pays for 6 SROs in high schools, and 7 in junior high schools. She says there is a huge difference in the cost of what Granite pays the UPD from what the Canyons School District pays. Canyons School District pays UPD \$40,000 per SRO, Granite School District pays \$12,000 annually for high school SRO's, and \$6,000 annually for the junior high school SRO's. The precincts that have those SROs have been supplementing those costs for a very long time. She has met with the Granite Police Chief to see what they would like to do. He did not feel they would be able to bump up to pay what the Canyons District pays, but he would speak with the Superintendent and their legal department for an MOU or agreement for a 3 to 5-year plan to increase what is paid each year so they can catch up. She says that the Granite Chief told her via email that Granite is planning their budget right now, and they do not have any numbers and were unsure what the legislature was going to be doing for school funding. The earliest he said he could respond is in April. She wanted to make sure to point out that there is a big discrepancy in what is being paid by other entities for SRO's. She says that this will be on the UPD board agenda and then asks the committee for advice on what they would like to do. She says that Granite does appreciate what we are doing. We believe that our School Resource Officers are very important in what they do in our communities, however, we need to be reimbursed or at a fair cost. She asks the board for direction and if they are okay with a 3 to 5-year plan.

Mayor Dahle says he is not familiar with the Granite PD organizational structure and asks if they fund individual SROs within the district to particular schools.

Sheriff Rivera responded that she is not sure of that. However, she did ask the Chief if they have enough staffing to take over the SRO's if we stop because they do not pay us and they do not have the staffing.

Mayor Dahle says that he does not want to lose our SROs or answer to Granite PD for the Holladay officers and would like them under the command of their Precinct Chief. His concern is that taxpayers are paying a fee to Granite in a property tax and if part of that fee is funding the Granite PD which is providing SROs at a higher cost level, it seems that they are paying twice. Once under the Granite School taxing entity and the other by precinct cost. He is interested to see if we could find out if SROs are being funded through Granite at a much higher cost and then we would push harder to say that we would like the same deal that Granite School district is providing other schools in terms of funding.

Deputy Mayor Litvack asks if they are partnering with any other law enforcement agency for SROs.

Sheriff Rivera responds that she believes it is just UPD currently, however, Granite did previously use West Valley, but West Valley requested an increase, and they did not come to that agreement.

Deputy Mayor Litvack states that she would be comfortable working with Granite over a few years, but not 5 years.

Councilman Prokopis agrees with Deputy Mayor Litvack and says that it is unfortunate that we let it go this way. Granite has benefited for years at this lower cost. He would do this over a couple of years, but he would like to close that gap sooner than later.

Sheriff Rivera agrees and says that we did let it go but having our SROs in our communities did help us and we did get something out of it. However, at the same time, we do need to be treated fairly.

Item 8. UPD Reorganization Discussion: Sheriff Rosie Rivera, CEO

Sheriff Rivera updates the committee on some of the reorganization that has already been done in the UPD, like Chief Ackerman becoming the HR Chief. Other small reorganizational changes have been made, but since the last board meeting, Magna's Precinct Chief has had a vacancy. Magna Township did their interviews last week and they have selected their Chief which will be presented to the UPD board. The individual they picked, happened to be a Captain, and that Captain position was one being reviewed to RIF and condense both the Training and the HR departments with only one individual overseeing those two departments. Because this Captain was selected, UPD will not have to do a RIF. She explains how doing that RIF would have caused a problem with bumping others out of their positions. She says that Magna's selection has worked out well and now we can make those adjustments without making a RIF of any Captains.

Sheriff Rivera adds that the only other part of the reorg that could create a RIF would be the Victim Advocate. We may come to the board about a plan of how we RIF an advocate, but someone may leave the office or retire in the meantime and that opens up those positions. Sheriff Rivera states that we anticipated we would need to RIF quite a few officers if Taylorsville did not take the whole Precinct, but we now have vacancies within the UPD and we should reach 30 vacancies by March. Now those officers will be incorporated back into the UPD. As we go, we are looking at efficiencies and ways to save money. There will be nothing major changed to the draft budget unless there were cost savings to the organization. She says that we may ask the board for severance for the Victim Advocate, but we may be able to use the current budget for that. We will do everything we can to try to preserve all the jobs that we can.

Sheriff Rivera moves forward to inform the committee that part of the reorganization is that we intend to bring the bodycams back from Taylorsville. We intend to distribute those bodycams through the patrol. With federal grants that could be approved in the next few months, we could potentially use those funds to equip the rest of the patrol and there may be possibly no cost to us.

Councilman Prokopolis asks what the percentage of cameras in service and how many we need.

Sheriff Rivera responds that 50% of our Patrol has them and we would need 250 to equip all of Patrol. There are also positions that the board could discuss whether they would like them to be equipped with bodycams as School Resource Officers and Detectives. She feels that at least Patrol should all have body cameras.

Item 9. Approval of December 8, 2020, Finance Committee Minutes: Councilmember Carolyn Keigley, Finance Committee Chair

Mayor Hale motions to approve.
Deputy Mayor Litvack seconded.
All in favor. None opposed.

Mayor Dahle motions to adjourn.
Deputy Mayor Litvack seconded.
All in favor. None opposed.

Meeting Adjourn at 9:15

Next meeting – June 8, 2021

FINANCE COMMITTEE CHAIR

CLERK

DATE

BRIGHTON TOWN COUNCIL MEETING MINUTES

Wednesday, June 23rd, 2021, at 4:00 pm

ATTENDANCE

Dan Knopp, Jenna Malone, Carolyn Keigley, Jeff Bossard, Keith Zuspan, Polly McLean, Cameron Platt, Bekee Hotze, Dustin Dern, Chad Smith, Renae Olsen

CALL TO ORDER AT 4:00 PM.

BUSINESS

An Ordinance Providing for Municipal Restriction of Fireworks, Ignition Sources and Open Fires Within All Portions of the Town of Brighton.

Jenna Malone moved to adopt the ordinance and Jeff Bossard seconded it. By role call, it was voted for unanimously by Dan Knopp, Jeff Bossard, Carolyn Keigley, Jenna Malone, and Keith Zuspan.

Discussion

Polly McLean explained that currently, fireworks are prohibited in the town of Brighton. However, state law allows individual use of fireworks around holidays such as July 4th and 24th and less concerning because of winter months, on New Years and Chinese New Years. Initially, towns were unable to pass a law saying you can't have fireworks on these days. In 2018, it was changed to allow municipalities to ban the use of fireworks if existing environmental conditions determine it is too dangerous.

The ordinance language relates to stage 1 fire conditions that are in place state wide, meaning no metal on metal, and must have a spark arrestor. Additionally, no open flames, including charcoal BBQs which is the equivalent of stage 2 fire conditions. Gas or pellet fed BBQs are ok.

Dusty Dern from UFA reported that they are still in stage 1 which allows recreational fires. The requirements are that a fire can't be more than 3ft in diameter by 2ft high, limited to only dry clean natural materials: no garbage, it must be a green burn day, fires must be 25 ft from any structure or combustible material, must be in an approved pit, must be attended until fully extinguished with a water bucket.

Bekee Hotze from the US Forest Service explained they are currently in stage 1. Fires are permitted in designated fire areas only. The rings are on cement pads, surrounding vegetation is maintained, there is access to water and there is a campground host monitoring fire safety. Smoking is also prohibited unless in an enclosed vehicle or structure, or in an area clear of flammable material. The move to enter stage 2 restrictions comes from the Forest Supervisor. They've been regularly testing fuel by collecting wood samples to measure a pre dry weight and after dry weight to determine how susceptible it is to light on

fire. When the readings reach certain levels, they will enter stage 2. It's unknown when this point will be reached, but this is the earliest we've ever entered stage 1.

Jenna Malone supports the fire ban. She witnessed dry briquettes by the dumpster yesterday. Improper handling is concerning. She is comfortable with campground fires, but residentially a fire ban is safer with short term rentals and visitors that may not know the risks and rules. It's likely the state will go this direction eventually. There have already been 6 fires in the state this season that have destroyed a lot of land and property.

Keith Zuspan reported that a campground he was to visit outside of Kanab was closed and evacuated due to the dry conditions. That area in Arizona's Kaibab forest has moved to stage 3 already. Considering that and an uninformed individual's recklessness to camp anywhere with a fire, he is satisfied with this ordinance with the allowance that propane and pellet stoves are ok.

Carolyn Keigley acknowledged that we've had 3 fires out of control in the canyon already this season. They were on Forest Service property. One was above Forest Glenn, and there were two independent fires around Lake Mary. Observing the scene of the first one, there were tree canopy's overhead and dry grass running uphill. In a lot of areas where people build fires, there is no pressurized water readily available. The wind event has exacerbated the drought conditions and would spread fire too quickly. It's not possible to train everyone recreating in the canyon and it only takes one incident to put us all at risk.

Jeff Bossard was supportive of moving to stage 2 fire restrictions. As a council it is their duty to protect the residents and visitors and it is necessary to restrict what is going on. He also viewed one of the illegal burn sites. There was a lot of deadfall and danger.

Dan Knopp thought it was slightly premature to take people's BBQs away from them. He'd rather stick with what the Forest Service and State are doing, but recognizes the risk and can see the need to get in front of an event. He has ordered signs from the county. There are 8 signs from the county that say "No Fireworks" The EMS sign already says no open fires and he's working on getting the large electronic sign at the bottom to have clear messaging to announce the fire ban. It was discussed and decided to leave up the "No Fireworks" signs all year. Brighton resort may still have a special exception for their permitted show on New Years. We could also get 8 permanent signs to say "No Fires." UPD would prefer we buy our own EMS trailers for any messaging we want. One could be put at each end of the town. They are \$8,000 a piece and solar powered.

The fireworks restriction will need to be renewed annually and will be done in March. As needed, stage 1 restrictions can be put in place as the summer unfolds each year.

PUBLIC INPUT

A written comment was received:

"Just wanted to put in my support for the fire ban. Seems sensible under the circumstances."

Ben Machlis

Chad Smith said he's glad to see the town is going this direction, especially with the educational component. Knowing it's challenging to confront people; he's been able to casually notify people of the restrictions. It's helpful to have a sign to point to, such as the electronic sign at the mouth of the canyon. He asked for a clarification on who to call if enforcement is needed.

It was recommended to call the non-emergency UPD line to report a fire at 801-743-7000 for residential enforcement. It can be dangerous for citizens to confront people. If you need to report a fire that needs to be put out you can call UFA or 911. If you're reporting a fire on forest service property, call the Forest Service. There is a Forest Service officer on site at Solitude who can issue citations.

ADJOURN

The meeting was adjourned at 4:43PM.

Submitted by Kara John, Town Clerk

TOWN OF BRIGHTON
RESOLUTION FOR PARTICIPATION IN ELECTRONIC
MEETINGS

WHEREAS, The Town Council ("Council") adopted Resolution 2019-8 "A Resolution to Allow Participation in Electronic Meetings" on November 20, 2019 and since that time, the ability to hold electronic meetings has expanded and the Council wishes to update its policy to increase the ability to hold electronic meetings.

WHEREAS, the purpose of this policy is to establish the means and procedures by which the Town Council may conduct electronic meetings in accordance with the provisions of the Open and Public Meetings Act ("Act"), and particularly § 52-4-207 (UCA, as amended).

WHEREAS, the Council finds it is in the best interest of the Council and the public to be able to conduct telephonic or electronic meetings to assure that all members of the Council have the opportunity to participate in meetings of the Town regardless of physical location of the individual member of the Council.

WHEREAS, the Council finds that the Town has adequate facilities to support the conduct of a telephonic or electronic meeting.

NOW, THEREFORE, BE IT RESOLVED that the Town of Brighton may allow electronic meeting participation, and that the following rules shall be adopted:

1.0 Application of the Act – definitions.

- 1.1 The Council hereby adopts those definitions of specific terms which appear in the Act at § 52-4-103 for application in this policy.

2.0 Electronic Meetings

- 2.1 The Council hereby determines that it may convene and conduct meetings in which one or more Council members attend and participate in the meeting through electronic means.
- 2.2 Electronic meetings may include meetings conducted by means of telephone, telecommunications, electronic mail, or by other computerized, electronic, or teleconferencing means and media.

3.0 Notice and Quorum

- 3.1 When conducting an electronic meeting, notice of the electronic meeting shall be provided to the public and the members of the public body at least 24 hours before the meeting and a description of how the members will be connected to the electronic meeting.
- 3.2 The Council may participate electronically and be counted as present for all

purposes, including the determination that a quorum is present.

4.0 Public Attendance

- 4.1 Staff shall provide sufficient and necessary space, equipment and other means as required by the Act to allow the public to attend, monitor and, where appropriate, participate in the public portion of any electronic meeting conducted by the Council.

APPROVED and PASSED this _____ day of _____.

TOWN OF BRIGHTON

By: _____
Dan Knopp, Mayor

ATTEST:

Kara John, Town Clerk

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective this ___ day of _____, 2021, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the “*County*”), and **TOWN OF BRIGHTON**, a Utah municipal corporation (the “*Town*”).

RECITALS:

A. UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The Town and the County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act).

D. The conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act.

E. The County owns several parcels of real property located at approximately 8059 South Brighton Loop Road, Brighton, Utah (Tax ID Nos. 24-35-155-046, 24-35-155-049, and 24-35-155-051), formerly used as a fire station (the “County Property”).

F. There are two structures currently on the County Property – one structure houses a trash compactor that is provided by Wasatch Front Waste and Recycling District (“WFWRD”) for the benefit of Town residents (the “Trash Compactor Shed”) and the other structure is currently being leased to store and maintain snow removal equipment (the “Storage Shed”).

G. The Town would like to acquire the County Property as a potential site for a structure that can be used by the Town for public office space and other related public purposes.

H. The County is willing to transfer and convey the County Property to the Town, and the Town desires to take and receive the County Property, for the purposes and on the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Conveyance.** The County shall convey the County Property to the Town via a quitclaim deed for the purpose of constructing and maintaining a structure that can be used by the Town for public office space or other related public purposes as specified in Section 3, subject to the considerations identified in Section 2. The County shall also assign to the Town (and the Town shall assume from the County) the existing lease for the Storage Shed.

Section 2. **Consideration.** The Town agrees to accept title to the County Property subject to the existing lease for the Storage Shed and the current use of the Trash Compactor Shed. Specifically, the Town agrees to accept an assignment of the existing lease for the Storage Shed. The Town also agrees to work with WFWRD to address the continued use of the Trash Compactor Shed. In recognition of these commitments, the mutual benefit afforded the citizens of the Town and the County, the deed restriction restrictions on use identified in Section 3, and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the County will convey the County Property to the Town as outlined above.

Section 3. **Use Restriction.** The County Property shall be used by the Town to construct a structure that can be used by the Town for public office space or related public purposes as follows:

- A. The quitclaim deed conveying the County Property (the “Deed”) shall include a perpetual restriction requiring the County Property to be used by the Town for public office space or related public purposes.
- B. The County, its successors or assigns, reserves the right to enter and take possession of the County Property, and such re-entry shall immediately divest the Town of all right, title and interest in the County Property if the Town ever (i) ceases to use the County Property solely for the purposes described above or (ii) attempts to convey its interest in the County Property to another party for any reason without the County’s express written consent, which may be withheld or denied at the County’s sole discretion.
- C. The Deed containing a deed restriction consistent with the terms of this Section 3 is attached hereto as Exhibit A.

Section 4. **Operation of the County Property.** Upon transfer of the County Property to the Town, the Town shall be solely responsible for the maintenance and repair of the structures currently located thereon. The County makes no warranties or representations as to whether the County Property is buildable or developable, nor does the County make any representations regarding whether the County Property complies with applicable zoning regulations. The County Property does not warrant or represent that the County Property is habitable or in any particular condition. The County also makes no warranties or representations regarding the accuracy of the assessment of the County Property or the accuracy of the description of the real estate or improvements therein.

Section 5. **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the parties of all the obligations described herein. The parties intend that the conveyance of the County Property shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to real property contemplated by this Agreement shall so survive such exchange of title and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 6. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the Town's Mayor or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the Town in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) **Manner of Acquiring, Holding or Disposing of Property.** The County Property shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 7. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Time of Essence. Time is the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, the Town, by resolution duly adopted by its Town Council, caused this Agreement to be signed by its Mayor; and the County, by resolution of its County

Council, caused this Agreement to be signed by the Salt Lake County Mayor, or her designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Recommended for Approval:

Derrick L. Sorensen, Salt Lake County Real Estate Manager

Approved As To Form and Legality:

R. Christopher Preston, Deputy District Attorney

TOWN OF BRIGHTON, Utah municipality

By _____
Danial E. Knopp, Mayor

ATTEST:

Kara John, Town Recorder

Approved As To Form and Legality:

_____, Town Attorney

Exhibit A
To Interlocal Cooperation Agreement
County Property Quitclaim Deed

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

QUITCLAIM DEED
Salt Lake County

*Tax Serial Nos. 24-35-155-046
24-35-155-049
24-35-155-051*

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to the TOWN OF BRIGHTON, a municipal corporation and political subdivision of the state of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property (the "Property") in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

Subject to the perpetual restriction that Grantee, or its successors and assigns, shall use the Property solely as public office space or other related public purposes. Grantor, its successors or assigns, reserves the right to enter and take possession of the Property, and such re-entry shall immediately divest Grantee of all right, title and interest in the Property if Grantee ever (i) ceases to use the Property solely for the purposes described above or (ii) attempts to convey its interest in the Property to another party for any reason without Grantor's express written consent, which may be withheld or denied at Grantor's sole discretion.

IN WITNESS WHEREOF, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 _____.

SALT LAKE COUNTY

By: Exhibit Only - Do Not Sign
MAYOR or DESIGNEE

By: _____
COUNTY CLERK

Acknowledgements on Following Page

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that __he is the _____ of Salt Lake County,
Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority
of law.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____
My Commission Expires: _____
Residing in: _____

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that __he is the CLERK_ of Salt Lake County and that the foregoing
instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT
LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____
My Commission Expires: _____
Residing in: _____

(EXHIBIT A)
Parcel Legal Descriptions

PARCEL A
Tax Serial No. 24-35-155-049

A parcel of land described in that Quit Claim Deed recorded December 30, 1949 as Entry No. 1183330 in Book 731, at Page 372 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a point on a rock known as Granite Rock #2, which point is on the North and South 40 acre line in the South half of the Northwest quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 0°08'30" West 129.20 feet, along said 40 acre line to a concrete monument; thence South 89°59'30" West 147.16 feet to the east right of way line of State Road No. 152; thence North 32°36' East along said right of way line, a distance of 153.77 feet; thence North 89°53' East 64.65 feet to the point of beginning.

LESS AND EXCEPTING: All of Parcel 1:C described in that Quit Claim Deed recorded September 18, 2015 as Entry No. 12134465 in Book 10362, at Page 5724 in the Office of the Salt Lake County Recorder described as follows:

A parcel of land being a part of an entire tract conveyed to Salt Lake County, per that Quit Claim Deed recorded December 30, 1949 as Entry No. 1183330 in Book 731, at Page 372 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a point on the southerly boundary line of said entire tract 358.33 feet S. 02°29'59" W. along the centerline of Brighton Alley (33.00 feet wide) and 198.87 feet N. 87°30'01" W. from the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley, said monument is 1887.14 feet S. 39°12'12" W. from the Northeast Corner of said Northwest Quarter of Section 35; thence N. 87°30'01" W. 57.77 feet along said southerly line to the southwesterly corner of said entire tract and at point on the southeasterly Right-of-Way line of the Brighton Loop Road (State Highway 152); thence N. 35°06'29" E. (Record = N. 32°36' E.) 29.74 feet along said southeasterly Right-of-Way and a northwesterly boundary line of said entire tract; thence departing said lines S. 56°31'33" E. 48.68 feet to said southerly boundary line of entire tract and the **Point of Beginning**.

The above described parcel of land contains 724 square feet in area or 0.017 acres, more or less.

Also,

LESS AND EXCEPTING: All of Parcel 1:2C described in that Quit Claim Deed recorded August 20, 2015 as Entry No. 12116194 in Book 10354, at Page 2202 in the Office of the Salt Lake County Recorder described as follows:

A parcel of land being a part of an entire tract conveyed to Salt Lake County, per that Quit Claim Deed recorded December 30, 1949 as Entry No. 1183330 in Book 731, at Page 372 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a point on the northwesterly boundary line of said entire tract and the southeasterly Right-of-Way line of Brighton Loop Road (State Highway 152) 263.67 feet S. 02°29'59" W. along

the centerline of Brighton Alley (33.00 feet wide) and 196.08 feet N. 87°30'01" W. from the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley; said monument is 1887.14 feet S. 39°12'12" W. from the Northeast Corner of said Northwest Quarter of Section 35; thence N. 35°06'29" E. (Record = N. 32°36' E.) 27.05 feet along said southeasterly Right-of-Way line and northwesterly boundary line to a northeasterly corner of said entire tract; thence S. 02°29'59" W. (Record = South) 31.52 feet along an easterly boundary line of said entire tract; thence N. 56°34'09" W. 16.99 feet to said southeasterly Right-of-Way line, northwesterly boundary line, and the **Point of Beginning**.

The above-described parcel contains 230 square feet in area or 0.005 acres, more or less.

Also,

LESS AND EXCEPTING: All of Parcel 1:3C described in that Quit Claim Deed recorded August 20, 2015 as Entry No. 12116193 in Book 10354, at Page 2199 in the Office of the Salt Lake County Recorder described as follows:

A parcel of land being a part of an entire tract conveyed to Salt Lake County, per that Quit Claim Deed recorded December 30, 1949 as Entry No. 1183330 in Book 731, at Page 372 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a southeasterly corner of said entire tract 301.83 feet S. 02°29'59" W. along the centerline of Brighton Alley (33.00 feet wide) and 196.08 feet N. 87°30'01" W. (Record = East) from the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley; said monument is 1887.14 feet S. 39°12'12" W. from the Northeast Corner of said Northwest Quarter of Section 35; thence N. 87°30'01" W. (Record = West) 21.41 feet along a southerly boundary line of said entire tract; thence departing said boundary line N. 56°34'09" W. 41.50 feet to a northerly boundary line of said entire tract; thence S. 87°30'02" E. 57.01 feet along said northerly boundary line to a northeasterly corner of said entire tract; thence S. 02°29'46" W. 21.33 feet along an easterly boundary line of said entire tract to the **Point of Beginning**.

The above-described parcel contains 836 square feet in area or 0.019 acres, more or less.

BALANCE: 4,036 Sq ft. in area or 0.092 acres, more or less

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARINGS: The basis of bearing is N. 87°30'14" W. between the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley (2S3E355L) and the Salt Lake County Brass Street Monument located at approximately 8022 South and 12497 East (2S3E354C).

AND,

PARCEL B
Tax Serial No. 24-35-155-046

A parcel of land described in that Quit Claim deed recorded August 20, 2015 as Entry No. 12116195 in Book 10354, at Page 2205 in the Office of the Salt Lake County Recorder and described as follows:

A parcel of land being a part of an entire tract conveyed to Mountain Oasis Holdings, Ltd., a Utah limited partnership per that Warranty Deed recorded August 25, 2014 as Entry No. 11902816 in Book 10255, at Page 3780 in the Office of the Salt Lake County Recorder; said entire tract is

located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a point on the southerly boundary line of said entire tract 280.50 feet S. 02°29'59" W. along the centerline of Brighton Alley (33.00 feet wide) and 167.99 feet N. 87°30'01" W. from the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley; said monument is 1887.14 feet S. 39°12'12" W. (Record = S. 39°09'09" W.) from the Northeast Corner of said Northwest Quarter of Section 35; thence N. 87°30'01" W. (Record = 87°33' W.) 13.51 feet along said southerly boundary line to the southwesterly corner of said entire tract; thence N. 02°29'59" E. (Record = N. 2°27' E.) 8.10 feet along the westerly boundary line of said entire tract; thence S. 56°34'09" E. 15.75 feet to said southerly line of entire tract and the **Point of Beginning**.

The above-described parcel of land contains 55 square feet in area or 0.001 acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: The basis of bearing is N. 87°30'14" W. between the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley (2S3E355L) and the Salt Lake County Brass Street Monument located at approximately 8022 South and 12497 East (2S3E354C).

AND,

PARCEL C
Tax Serial No. 24-35-155-051

A parcel of land described in that Quit Claim Deed recorded September 18, 2015 as Entry No. 12134466 in Book 10362, at Page 5727 in the Office of the Salt Lake County Recorder and described as follows:

A parcel of land being a part of an entire tract conveyed to Daniel H. Feidt and Thomas Braun, Trustees of the Mary Loughran Feidt Revocable Trust, dated October 11, 2001 per that Quit Claim Deed recorded August 4, 2009 as Entry No. 10769702 in Book 9752, at Page 1732 and that Affidavit of Scriveners Error recorded July 9, 2015 as Entry No. 12087888 in Book 10341, at Page 7898 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a point on the northerly boundary line of said entire tract 301.83 feet S. 02°29'59" W. along the centerline of Brighton Alley (33.00 feet wide) and 149.18 feet N. 87°30'01" W. from the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley; said monument is 1887.14 feet S. 39°12'12" W. from the Northeast Corner of said Northwest Quarter of Section 35; thence S. 33°29'07" W. 65.90 feet to an interior corner of said entire tract; thence N. 02°29'59" E. (Record = North) 56.50 feet along a westerly boundary line to a northwesterly corner of said entire tract; thence S. 87°30'01" E. (Record = East) 33.93 feet along said northerly boundary line to the **Point of beginning**.

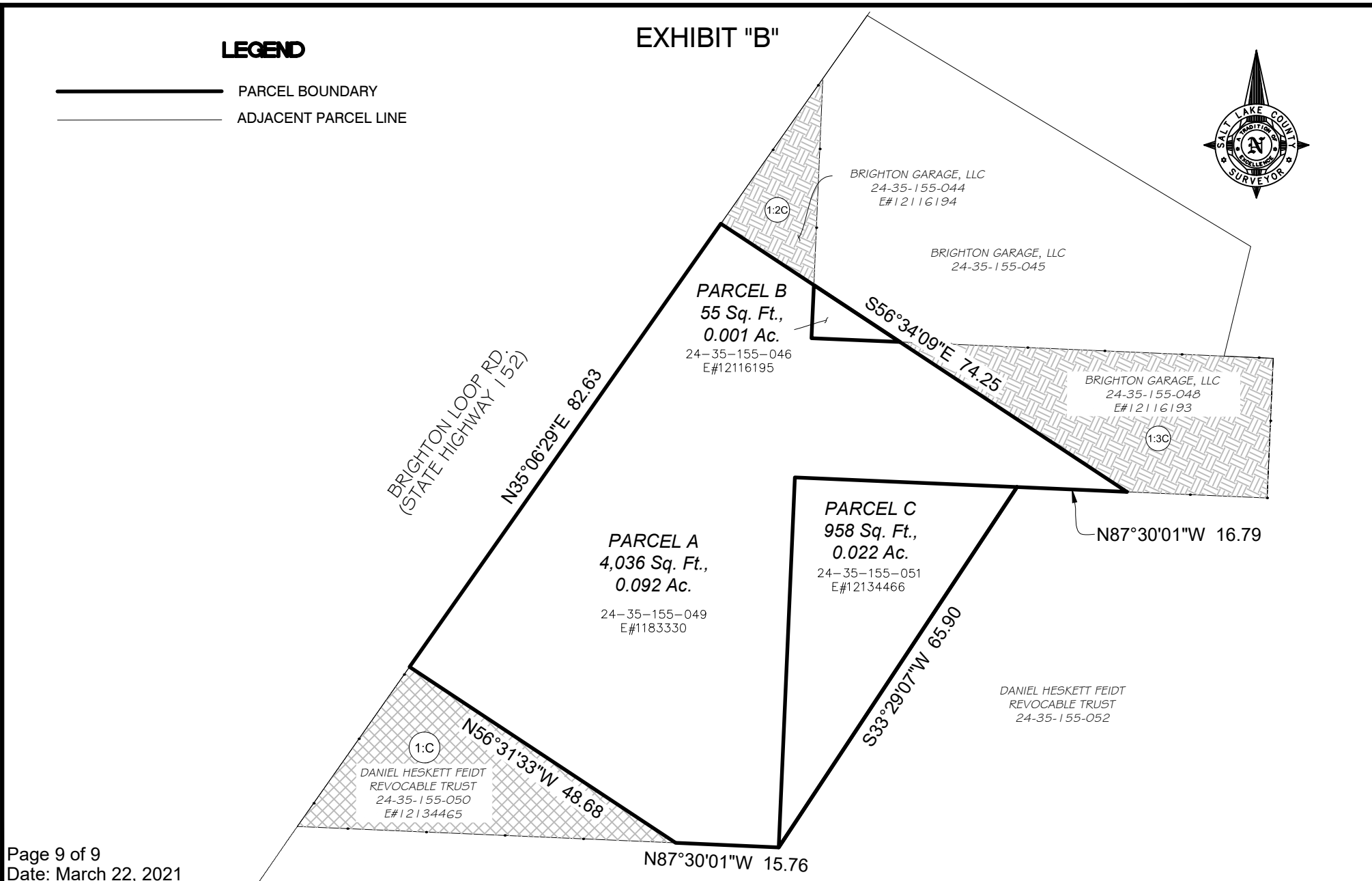
The above-described parcel of land contains 958 square feet in area or 0.022 acre, more or less.

BASIS OF BEARING: The basis of bearing is N. 87°30'14" W. between the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley (2S3E355L) and the Salt Lake County Brass Street Monument located at approximately 8022 South and 12497 East (2S3E354C).

LEGEND

- PARCEL BOUNDARY
- ADJACENT PARCEL LINE

EXHIBIT "B"



Page 9 of 9
Date: March 22, 2021



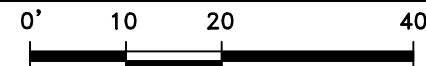
BRIGHTON FIRE STATION

Prepared for:
SALT LAKE COUNTY REAL ESTATE
Sec. 35, T.2S, R.3E, S.L.B.&M.
Work Order No. W072820062 Real Estate No. 3476.004

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1500
Salt Lake City, Utah 84114-4575
(385)468-8240



Scale in Feet
1"=20'

Prepared By: BFM Date: 07/07/2021
Surveyed By: XXX Date: ??/??/??
Checked By: XXX Date: ??/??/??

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

This LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2021 (the “Effective Date”), by and between SALT LAKE COUNTY, a body politic and corporate of the State of Utah (“Assignor”), and TOWN OF BRIGHTON, a Utah municipal corporation (“Assignee”).

RECITALS

WHEREAS, Assignor is the landlord under that certain Lease by and between Assignor and Paul Nell dated December 1, 2020 (“Nell Lease”), pursuant to which Assignor leases a portion of certain real property located at approximately 8061 South Brighton Loop Road (the “Property”). A copy of each Lease is attached hereto as Exhibit A;

WHEREAS, Assignor has agreed to convey the Property to Assignee pursuant to that certain Interlocal Cooperation Agreement by and between Assignor and Assignee of even date herewith (the “Interlocal Agreement”);

WHEREAS, as a result of such sale, Assignor and Assignee are entering into this Agreement to provide for the assignment of Assignor’s rights and the delegation of its duties under the Leases to Assignee, and to provide for Assignee’s acceptance of Assignor’s rights and assumption of Assignor’s duties and liabilities under the Leases, all subject to the terms and conditions of this Agreement and the Interlocal Agreement, and, further, as and to the extent specified herein; and

WHEREAS, terms not otherwise defined herein shall have the meanings set forth in the Leases.

NOW, THEREFORE, to these ends and for and in consideration of the above recitals, as well as the mutual promises contained below, Assignor and Assignee agree as follows:

TERMS

1. Recitals. The above recitals are an integral part of the Agreement and understanding of Assignor and Assignee, and are incorporated by reference in this Agreement.

2. Assignment. Assignor hereby (a) as of the Effective Date, grants, conveys, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Lease and all leasehold improvements and fixtures installed or located on the Property, including, without limitation, Assignor’s right, title, and interest in any security deposit in Landlord’s possession (the “Assignment”) and (b) as and to the extent accruing from and after the Effective Date, delegates to Assignee all of Assignor’s duties, obligations and liabilities under the Leases (the “Delegation”).

3. Acceptance and Assumption. Subject to the terms and conditions of this Agreement and as of the Effective Date, Assignee hereby agrees to accept the Assignment and the

Delegation, thereby, as and to the extent arising or accruing from and after the Effective Date, agreeing to assume and perform all of Assignor's duties, obligations and liabilities under the Lease (the "Assumption").

4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Utah.

[Signature Page Follows]

SALT LAKE COUNTY

By: _____
Mayor or Designee

TOWN OF BRIGHTON

By: _____
_____, Mayor

**Exhibit A to
Lease Assignment and Assumption Agreement**

Copy of the Leases
(Attached)

LEASE

This Lease ("Lease") is entered into this 1 day of December, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Lessor") and PAUL NELL ("Lessee"). Lessor and Lessee may be referred to as "the Parties."

Recitals

A. Lessor and Lessee were parties to a lease dated _____, 2020 with a one-year term commencing on November 1, 2018 and continuing through October 31, 2019 (the "Prior Lease").

B. On October 31, 2019, the Prior Lease terminated. However, Lessee remained on the Premises (as defined below) and paid Lessor \$500 per month as a holdover tenant. Lessor accepted payment from Lessee and allowed him to remain on the Premises.

C. Lessor and Lessee now desire to enter into this new Lease to document the terms and conditions upon which Lessor is presently leasing the Premises to Lessee.

THEREFORE, in exchange for and in consideration of the payment to be made hereunder, and the mutual promises, covenants, and conditions contained in this Lease, the Parties hereby agree as follows:

1. **PREMISES.** Lessor hereby leases unto Lessee a portion of certain real property located at approximately 8061 South Brighton Loop Road in Salt Lake County (the "Property"), more specifically described as follows:

A portion of Parcel No. 24-35-155-004, including 1 storage shed consisting of approximately 1,300 square feet and the ground area extending 8 feet from each side of the perimeter of the shed (the "Premises"). The total area of the Premises contains approximately 2,400 square feet.

The Premises is depicted on the aerial photograph attached hereto as Exhibit A.

2. **TERM.** The term of this Lease shall commence on September 1, 2020, and may continue thereafter for up to one year on a month-to-month basis (the "Term"), unless sooner terminated in accordance with law or the provisions of this Lease.

3. **RENT.** Lessee shall pay to Lessor as rent for the Premises the sum of \$500.00 per month. Lessee shall make monthly lease payments payable in advance on the first day of each month.

4. **PURPOSE.** The purpose of this Lease is for storage and maintenance of snow removal equipment on the Premises.

5. **UTILITIES, TAXES AND INSURANCE.** Lessee shall be responsible for the following utilities and insurance: All utilities to the Premises, taxes which may be imposed upon Lessee's personal property or business operations, privilege taxes which may be assessed on the Premises, and insurance upon Lessee's personal property. Lessor shall be responsible for the following insurance: fire and casualty insurance on the building.

6. **WEEDS AND CUTTING.** Lessee shall not allow weeds to reach a height of greater than one foot and shall clear and remove any cuttings from the Premises. Lessee further agrees to keep the Premises clear and free of litter, junk, garbage, and any other debris that may appear on the Premises from any cause whatsoever.

7. **LIENS AND ENCUMBRANCES.** Lessee agrees that it shall not take any actions or make any representations in connection either with the Premises or its activities on the Premises which shall have the effect of, or result in the attachment of, any lien or other encumbrance to the Property or otherwise interfere with Lessor's title to the Property.

8. **HAZARDOUS WASTE.** Lessee shall maintain the Premises in conformance with

all applicable federal, state and local laws, rules and regulations, including but not limited to all environmental and public health related laws, rules and regulations. Lessee shall not store, use, manufacture or bring on or about the Premises any toxic material, hazardous waste, regulated by any city, county, state or federal government authority as well as agricultural waste, solid waste, pollutants or sewage. In the event any hazardous waste is discovered on the Premises which is a result of any act by Lessee or Lessee's agents or customers, Lessee shall remove the hazardous or toxic waste at its own cost and expense in accordance with federal and state laws and regulations. Lessee shall be solely responsible for and shall defend, indemnify, and hold Lessor harmless from and against all claims, actions; proceedings, costs, liabilities, attorney's fees and judgments resulting from Lessee's failure to comply with the provisions of this paragraph. Lessee's obligation under this provision shall survive the termination or expiration of this Lease.

9. **ASSIGNMENT.** Lessee shall not assign this Lease or sublet the Premises or any part thereof or use the Premises for any other purpose than as herein stated without the prior written permission of the Lessor. All uses of the Premises must conform to existing licensing, building and zoning ordinances of Salt Lake County and other applicable state and local laws.

10. **INDEMNIFICATION.** Lessee shall indemnify and hold Lessor free and harmless as to any damage or liability resulting from Lessee's acts or omissions to act arising out of Lessee's use of the Premises and shall immediately remove dangerous conditions occurring on the Premises during the term of this Lease and any renewal or extension thereof.

11. **INSURANCE.** Lessee shall, at its sole cost and expense, secure and maintain during the term of this Lease the following minimum insurance coverage:

A. Required Insurance Policies

1. Workers' compensation and employer's liability insurance as required by the

State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work to be performed on the Premises is subcontracted, the Lessee shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

2. Commercial general liability insurance, on an occurrence form, with the Lessor as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the Lessor, the Lessee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Lessee's operations under this Lease, whether performed by the Lessee itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the Lessor whether such coverage be primary, contributing or excess.

3. . Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.

B. General Insurance Requirements For All Policies

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive

date effective before the date of this Lease, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Lease or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the Lessor.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department’s current Listing of Approved Sureties (Department Circular 570), as amended.

3. Lessee shall furnish certificates of insurance, acceptable to the Lessor, verifying compliance with the insurance requirements herein prior to the execution of this Lease. Lessee shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Lease.

4. In the event any work to be performed on the Premises is subcontracted, the Lessee shall require its subcontractor, at no cost to the Lessor, to secure and maintain all minimum insurance coverages required of the Lessee hereunder.

5. Lessee’s insurance policies shall be primary and non-contributory to any other coverage available to the Lessor. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the Lessor.

6. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Lessee shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the Lessor, certifying coverage in compliance

with the modified limits or, if no new limits are specified, in an amount acceptable to the Lessor.

7. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the Lessor in a manner approved by the County District Attorney.

8. In the event Lessee fails to maintain and keep in force any insurance policies as required herein, Lessor shall have the right at its sole discretion to obtain such coverage and recover the costs of said insurance from Lessee.

12. **RE-ENTRY.** Lessee hereby grants a continuing right of re-entry to the Premises or any part thereof to Lessor and its employees, agents and representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Premises, for necessary repairs and maintenance, for enforcement of the provisions hereof or for any other necessary or reasonable purpose of Lessor.

13. **AS-IS CONDITION.** Lessee accepts the Premises in its present condition and Lessor makes no warranties as to the present or future condition of the Premises or any portion thereof, and it is expressly understood and agreed that Lessor is under no obligation at any time during the term of this Lease to repair, maintain or improve the Premises. To the extent the Premises may require maintenance during the term of this Lease, Lessee agrees to provide such maintenance as reasonable and necessary.

14. **COMPLIANCE WITH LAWS.** Lessee shall at all times comply with all laws, ordinances and regulations affecting or pertaining to the use or occupation of said Premises. Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb adjoining landowners or which may violate any law.

15. **IMPROVEMENTS.** Lessee agrees not to disturb the surface or construct any

structures, roads, trails, fences, or improvements of any kind upon the Premises or make any alterations, additions, or improvements to the Premises without the prior express written consent of Lessor, which consent will not be unreasonably withheld. All approved alterations, additions, or improvements shall be made at Lessee's sole cost and expense, in a good and workmanlike manner. No such alterations or repairs shall materially alter the basic character, or weaken any part of the Premises. The ownership of any and all improvements and repairs which the Lessee shall make or install in or on the Premises shall remain with the Premises at the expiration of this Lease or any renewal or extension. Upon vacating the leased premises, the Lessee will leave the Premises in as good a condition as when Lessee took possession of the Premises.

16. **TERMINATION.** Either party may terminate this Lease by giving the other party at least twenty (20) days written notice prior to the end of the month. Upon such termination Lessee agrees to and must vacate the Premises and restore the Premises to its original condition by the end of the month and return possession thereof to Lessor.

17. **RETAKE POSSESSION.** In the event the Premises is used or permitted to be used contrary to the provisions of this Lease, or, in the event Lessee is in default of any other provision of this Lease, Lessor may, without notice, re-enter and take possession thereof and hold Lessee liable for any damage, costs and expenses relating thereto; or, Lessor may immediately terminate this Lease without liability therefore and hold Lessee liable for any damages or losses which may arise therefrom.

18. **SURRENDER.** On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Lessor upon the Premises as provided in Paragraph 17, (a) Lessee shall quit and surrender the Premises to Lessor in good order, condition and repair, except for ordinary wear and tear, and (b) Lessee shall remove all of Lessee's property therefrom, except

as otherwise expressly provided in this Lease. The obligations imposed under the preceding sentence shall survive the termination or expiration of this Lease. If any repairs are required to be performed in, to or at the Premises upon the expiration or termination of the Term, Lessee shall cause such repairs to be performed, to Lessor's reasonable satisfaction, within 10 business days after the date on which this Lease is terminated or expired. If Lessee fails to timely comply with the preceding sentence, then Lessor shall have the right to cause the repairs to be performed, at Lessee's expense, and all such expenses so incurred by Lessor shall bear interest (at the rate of 10% per annum) from the date the expense is incurred until the date paid, in full, by Lessee (inclusive of interest).

19. **ATTORNMEN**T. If Lessor's interest in the Premises is acquired by any ground lessor or purchaser, Lessee shall attorn to the transferee of or successor to Lessor's interest in the Premises and recognize such transferee or successor as Lessor under this Lease. Lessee waives the protection of any statute or rule of law which gives or purports to give Lessee any right to terminate this Lease or surrender possession of the Premises upon the transfer of Lessor's interest.

20. **ETHICAL STANDARDS**. Lessee represents that it has not knowingly: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) influenced, and hereby promises that it will not knowingly influence, any County officer or

employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

21. **CAMPAIGN CONTRIBUTIONS.** The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A. Lessee acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Lessee further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Lease.

22. **NOTICE.** Whenever any notice is given or made pursuant to this Lease, it shall be in writing sent by regular U. S. mail or delivered personally to the following address for Lessor and Lessee, or such addresses as may be specified in writing by the parties from time to time:

Lessor: Salt Lake County Real Estate Section
2001 South State Street, #S3-110
Salt Lake City, Utah 84114-4575

Lessee: Paul Nell
7442 ~~7422~~ South Guardsman Pass Rd.
Brighton, UT 84121
PA20653@gmail.com
801-403-6186

23. This document represents the entire agreement of the parties and there are no other representations. This Lease may only be amended by a writing executed by both Parties.

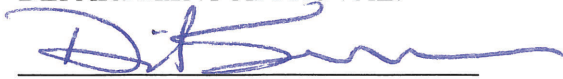
[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Lease or caused it to be executed
by their duly authorized officers the day and year first hereinabove set forth.

LESSOR:
SALT LAKE COUNTY


By: _____
Mayor or Designee

DEPARTMENT APPROVAL:



Derrick L. Sorensen, Salt Lake County Real Estate Manager

APPROVED AS TO FORM:

 Digitally signed by Robert
Preston
Date: 2020.10.05 15:12:39 -06'00'

R. Christopher Preston
Deputy District Attorney

LESSEE:
PAUL NELL

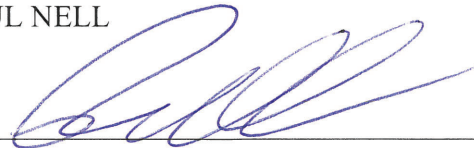
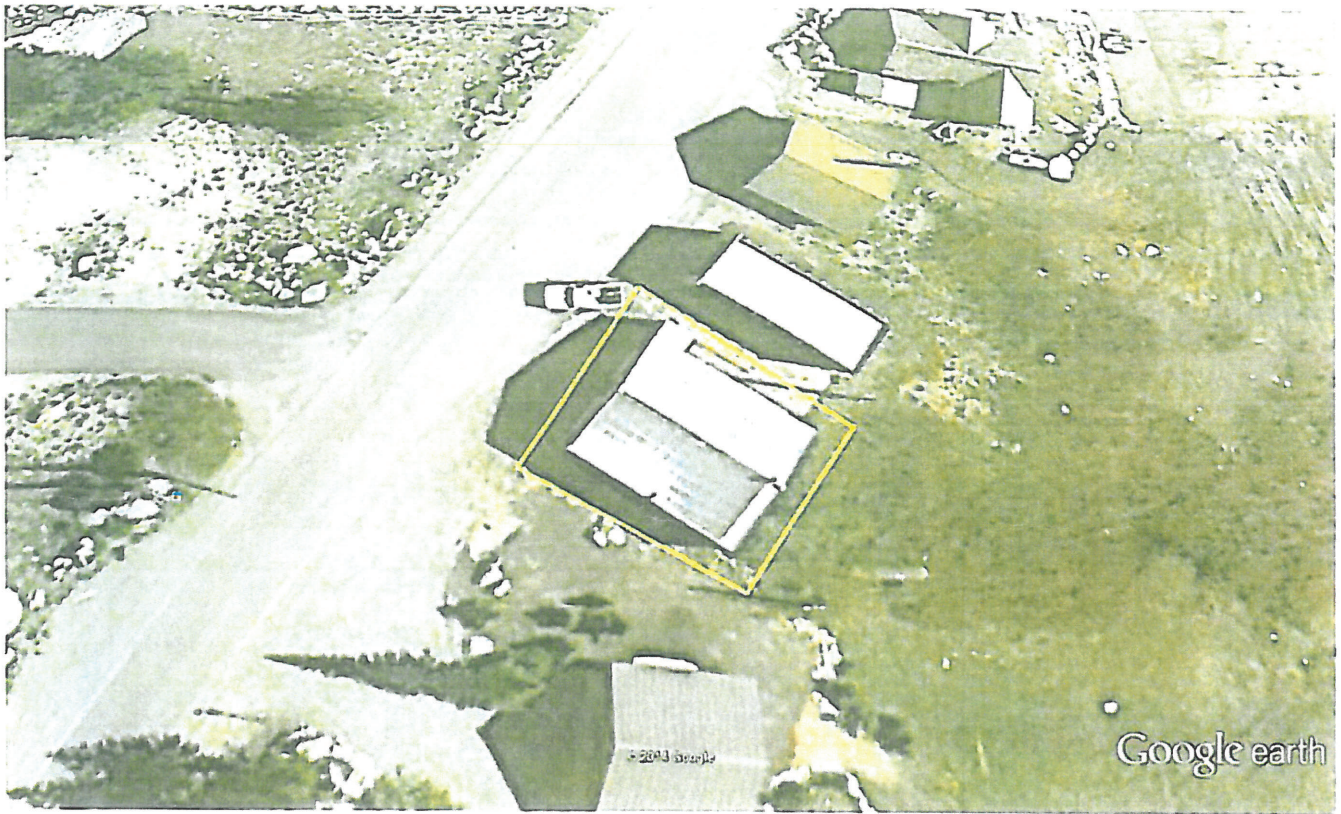
By:  _____

Exhibit A



Google earth

feet 100
meters 30



BRIGHTON, UTAH
ORDINANCE NO. 2021-O-07- ____

AN ORDINANCE AMENDING TITLE 5 BUSINESS LICENSES SECTION 5.19.070 TO
PROHIBIT OPEN FIRES AT SHORT TERM RENTALS

WHEREAS, the Brighton Town Council (“Council”) finds that Brighton, throughout all areas, contains innumerable mountainous, brush-covered, forest covered, and dry grass-covered areas which historically create extremely flammable conditions;

WHEREAS, short term rentals bring visitors to Brighton that are unfamiliar with the extreme fire danger conditions in Brighton;

WHEREAS, the Council finds that restricting the use of open flames are necessary to protect the health, safety, and property of the public and the Town;

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

Section 1. Amendment. Title 5, Chapter 19 of the Brighton Town Code is hereby amended as indicated in Attachment A.

Section 2. Effective Date. This ordinance shall go into effect upon publication.

PASSED AND APPROVED THIS ____ Day of July, 2021.

TOWN OF BRIGHTON

By: _____
Dan Knopp, Mayor

ATTEST

Kara John, Town Clerk

Attachment A

5.19.070 Maintenance - Structures And Grounds - Other Requirements And Limitations

- A. A short-term rental shall be maintained to the following minimum standards:
1. Periodic housekeeping service shall be provided by the owner, including removal of trash to the nearest collection point, on at least a weekly basis. All trash and recycle containers must remain inside the home or placed in an approved bear and wildlife proof trash container until they are taken to a trash collection point or dumpster to prevent wildlife from scattering trash. No trash or recycling can be left outside the dwelling. Owner shall provide directions on recycling protocols and location of dumpsters to tenants.
 2. Short-term rentals may not be used for any of the following:
 - a. Commercial purposes not otherwise permitted in the zone.
 - b. Distribution of retail products or personal services to invitees for marketing or similar purposes; or
 - c. The outdoor display of goods and merchandise for sale; or.
 - d. No short-term rental can exceed a maximum of 15 adults overnight. Any property wishing to accommodate 16 or more adult overnight guest must obtain a hotel license as required by Brighton Town Code 19.04.300.
 3. Structures shall be properly maintained, painted, and kept in good repair.
 4. Snow is removed by community snowplows as soon as feasible. Owner is responsible for paying road and driveway snowplow costs. Renter is responsible for light snow removal if necessary, when no plows are present. Snow shovels must be provided to the renter for that purpose.
- B. The access to the short-term rental unit and the layout of the short-term rental shall be designed so that noise and physical trespass from the short-term rental unit is not likely to be a substantial intrusion on adjoining properties. If the short-term rental unit is a single-family home, duplex, condominium, or other dwelling place and shares an access, hallway, common wall, or driveway with another dwelling, written consent of the owner of the other dwelling is required.
- C. Responsible Party.
1. The licensee must designate a responsible party who is an individual or property management company who can respond on site within two hours. .
 2. The responsible party is personally liable for failure to properly manage the short-term rental.
 3. The responsible party must be available by telephone, or otherwise, twenty-four hours per day and must be able to respond to inquiries within twenty minutes of receipt of an inquiry.

- D. The licensee must have a sales tax collection and sales tax accounting number for the rental operation and the sales tax number must be included on the short-term rental application. All applicable taxes, charges, and fees, including the transient room tax, must be paid in full during the period of licensure.
- E. Occupants of a short-term rental shall not create excessive noise that is incompatible with adjacent land uses. Quiet hours are 10 pm-7 am. Information about quiet hours shall be posted inside the short-term rental. It is the responsibility of the owner or property manager to prevent nuisance behavior and maintain neighborhood peace and quiet.
- F. The use of a dwelling as a short-term rental shall not change the appearance of the dwelling or property for residential purposes.
- G. No open fires of any kind except compressed or liquid gas grills, stoves, and pellet fed smokers allowed with proper clearance of flammable materials. ~~No outside burning is allowed in the Town of Brighton. Campfires must be contained in a pit that meets UFA regulations:~~
- ~~i) Pit can be no larger than 3 ft. in diameter and 2 ft. deep.~~
 - ~~ii) Pit must be 25 ft. away from any structure of combustible materials.~~
 - ~~iii) A water hose must be readily available.~~
 - ~~iv) Campfires must be constantly attended.~~
 - ~~v) Douse campfires with water and stir ashes to make sure it is completely wet, as fire can reignite from hot ashes underneath.~~
- H. Snow Tires.
- i) Owners shall inform renters from November 1- April 15 of the Utah Department of Transportation rules pertaining to snow tires requiring M/S or M+S tires, snow tires (3PMSF), and provide information to renters for social media links, and other information sites on weather and road conditions, and inform renters that many rental cars do not provide M/S or M+S tires, snow tires (3PMSF), nor allow chains to be used on their vehicles.
 - ii) All service providers for short terms rentals including cleaning services shall be required to have snow tires from November 1- April 15.
- I. No short-term rental in the Town of Brighton may be used for Special Events including commercial weddings, concerts, or parties.

5.19.080 Interior Signage

Interior Signage. Inside every short-term rental will be posted a set of guidelines as listed below. All guidelines are regulations which may be enforced.

This will be a framed document at least 8.5" wide by 14 long" (Legal Size Paper).

The following guidelines will be listed:

1. Contact information for the owner or property manager that can respond to a call within 20 minutes or be on site within 2 hours.
2. The maximum number of overnight guests is the smaller of the maximum occupancy of _____ or 15 adults.
3. Quiet hours in the Town of Brighton are 10pm-7:00am.
4. All vehicles must be parked on this property or will be towed at vehicle owner's expense.
5. The Town of Brighton is in a very high fire hazard zone. No open fires of any kind except compressed or liquid gas grills, stoves, and pellet fed smokers allowed with proper clearance of flammable materials. ~~All outdoor fires must be contained in a fire department approved pit. No fires can be made on the ground or left unattended and must be dosed with ample amounts of water so that a person can dig into the coals without being burned.~~
6. No ~~fire~~ ashes may be dumped in dumpsters until mixed with water.
7. Due to the hazard of wild animals no trash or recycling can be left outdoors. Please place trash and recycling in the proper dumpsters as soon as possible. Please observe recycling protocols.
8. No Dogs are allowed in the Town of Brighton.
9. Roof avalanches are common around canyon homes. Beware of traveling between or under rooflines.
10. We welcome you to our town and hope you have a wonderful time. Thank you for being good neighbors.