


Staff Report Memo



To: Mayor Weichers and City Council		From: Tiffany Janzen, City Recorder	
Date: December 2, 2025			
Re: Staff Memos for the City Council meetings scheduled for the 2nd day of December 2025			
Meeting Requested:	Business Meeting <input type="checkbox"/> Work Session <input checked="" type="checkbox"/> Other <input type="checkbox"/> _____		
Public Hearing Needed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Undetermined <input type="checkbox"/>		
CM Approval or Denial	Denied <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Continued <input type="checkbox"/> CM Signature: _____ 		

Appendix 1 – Agendas for December 2, 2025, Joint Planning Commission/City Council Work Session and Business Meeting

Appendix 2 – Meeting Minutes for City Council Meetings on 11/18/2025

Appendix 3 – Staff Report/ General Plan Update *Jim Spung*

Appendix 4 - Staff Report/ Action Items *Shane Topham*

CITY COUNCIL BUSINESS MEETING

Attachment 1 – Ordinance 454

Attachment 2 – Resolution 2025-72

Attachment 3 – Resolution 2025-73

Attachment 4 – Resolution 2025-74



Appendix 1

December 2, 2025

**Joint Planning Commission/City Council Work Session and
Business Meeting Agendas**



NOTICE OF COTTONWOOD HEIGHTS JOINT PLANNING COMMISSION/CITY COUNCIL WORK SESSION AGENDA

Notice is hereby given that the **Cottonwood Heights City Council** will hold a **Work Session** at approximately **4:00 p.m.**, or soon thereafter, on **Tuesday, December 2, 2025**, in the Cottonwood Heights City Council Work Room located at 2277 East Bengal Boulevard, Cottonwood Heights, Utah. **Part of the Work Session will be conducted jointly with the city's Planning Commission as shown below.** The public may remotely view the open portions of the meeting through live broadcast by connecting to <https://www.youtube.com/@CottonwoodHeights/streams>, the city's YouTube channel.

- 4:00 p.m.**
1. **WELCOME** – *Mayor Pro Tempore Shawn Newell*
 2. **CITY COUNCIL REVIEW OF BUSINESS MEETING AGENDA**
Mayor Pro Tempore Shawn Newell (10-15 min.)
 3. **STAFF REPORT TO CITY COUNCIL AND PLANNING COMMISSION**
(Staff will provide information to the city council and the planning commission, respond to questions and facilitate discussion concerning this agenda item).
 - a. General Plan Presentation and Discussion with City Council and Planning Commission.
Community and Economic Development Director Jim Spung (120 min.)
 - b. Excuse Planning Commission.
 4. **REVIEW OF CALENDARS AND UPCOMING EVENTS***
 - a. Winter Lobby Arts Display – Monday, November 17th to Monday, January 5th
 - b. Lunar New Year Celebration – Saturday, February 7, 2026, from 10:00 a.m. to 12-noon at City Hall
 - c. Cozy Paint Night – Friday, February 20, 2026, from 6:00 p.m. to 8:00 p.m. at City Hall

**For more information, please visit CH.UTAH.GOV and click [Community Calendar](#)*
 5. **POSSIBLE CLOSED MEETING TO DISCUSS LITIGATION; REAL PROPERTY PURCHASE OR**

**LEASE; THE CHARACTER AND PROFESSIONAL
COMPETENCE OR PHYSICAL OR MENTAL HEALTH
OF AN INDIVIDUAL; AND/OR ANOTHER PERMITTED
PURPOSE UNDER UCA 52-2-205**

6. **ADJOURN CITY COUNCIL WORK SESSION**



NOTICE OF COTTONWOOD HEIGHTS CITY COUNCIL BUSINESS MEETING AGENDA

Notice is hereby given that the **Cottonwood Heights City Council** will hold a **Business Meeting** beginning at approximately **7:00 p.m.**, or soon thereafter, on **Tuesday, December 2, 2025**, in the Cottonwood Heights City Council Chambers located at 2277 East Bengal Boulevard, Cottonwood Heights, Utah. The public may remotely view the open portions of the meeting through live broadcast by connecting to <https://www.youtube.com/@CottonwoodHeights/streams>, the city's YouTube channel.

Persons physically attending the meeting in the City Council Chambers may make verbal comments to the City Council when invited to do so, after completing a speaker comment card. Citizen comments may also be submitted in writing to the city recorder at cityrecorder@ch.utah.gov by noon, on the meeting date. In the interest of time and those attending the meeting live, however, **submitted written comments** will be entered into the record and distributed to the City Council, but **will not** be read at the public meeting.

Civility and decorum should be applied in all discussions and debates. Difficult questions, tough challenges to a point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. Public officials and the public are encouraged to refrain from making belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

7:00 p.m. 1.0 **WELCOME** – *Mayor Pro Tempore Shawn Newell*

2.0 **PLEDGE OF ALLEGIANCE**

3.0 **CITIZEN COMMENTS**

During each regular city council meeting (specifically excluding work sessions), there will be a period not to exceed sixty minutes for citizen comment." (Cottonwood Heights Code of Ordinances 2.30.160 (B)) Persons physically attending the meeting in the City Council Chambers may make verbal comments to the City Council when invited to do so by the meeting chair. Persons attending the meeting remotely may not make verbal comments to the City Council during the meeting. Persons attending the meeting remotely, or who do not attend the meeting either physically or remotely, are invited to submit written comments to the City Recorder before Noon. on the meeting date. Written comments that are timely submitted will be admitted into the record of the meeting and distributed to the City Council but will not be read at the public meeting.

4.0 **ACTION ITEMS**

4.1 Consideration of **Ordinance 454** Amending Chapter 8.13 (Chickens) of the Cottonwood Heights Code.

(This ordinance will amend the city code concerning the keeping of chickens

on certain residential lots).

- 4.2 Consideration of **Resolution 2025-72** Approving an Event Agreement with Brown's Amusements Inc.

(By this resolution the council will approve the city's entry into an agreement whereunder the provider will provide and operate a "midway" at the city's 2026 Butlerville Days community celebration).

- 4.3 Consideration of **Resolution 2025-73** Approving and Ratifying an Agreement with Salt Lake County for Tier II ZAP Funding.

(This resolution will approve and ratify the city's entry into an agreement whereunder Salt Lake County will provide \$20,200 in Tier II ZAP funding for use by the city's arts council).

- 4.4 Consideration of **Resolution 2025-74** Declaring Certain Property Surplus.

(By this resolution, the council will declare surplus and designate the method of disposition of certain "props" for "The Lightning Thief" play staged by the city's arts council in July 2025).

5.0 **CONSENT CALENDAR**

- 5.1 Approval of the minutes for the City Council Work Session and Business Meetings of November 18, 2025.

6.0 **ADJOURN CITY COUNCIL BUSINESS MEETING**

PUBLIC COMMENT PROCEDURE

During each City Council business meeting (specifically excluding work sessions), there will be a period of five (5) minutes for citizen comment. (Code of Ordinances 2.30.160 (B)). Any person wishing to comment on any item on the agenda for public comment may address the City Council during the Public Comment period. Any person wishing to comment during the Public Comment period shall request recognition by the Mayor and upon recognition step to the microphone and state their name, state if they are a resident of Cottonwood Heights and either provide their address or Council district; and then address the City Council. Any person wishing to comment shall limit their comments to three (3) minutes unless more or less time is specified by the Mayor. Citizen groups who are present will be assigned a spokesperson, who shall limit their comments to no more than five (5) minutes unless more or less time is specified by the Mayor. All comments shall be directed to the City Council. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or discussion by the Mayor, City Council or City Staff during the meeting.

The City Council may choose to limit the amount of time allotted to public comment on a specific issue. In such cases, special procedures for determining who will be allowed to speak and the order of such speakers will be determined by the Council. In the interest of time and those attending the meeting live, submitted written comments will be entered into the record, distributed to the City Council but not read at the public meeting.

On Wednesday, November 26, 2025, a copy of the foregoing notices was posted in conspicuous view in the front foyer of the Cottonwood Heights City Offices, Cottonwood Heights, Utah. A copy of this notice was sent to the Salt Lake Tribune and Deseret News, newspapers of general circulation in the city, by the Office of the City Recorder. The agendas were also posted on the City's website at www.ch.utah.gov and the Utah Public Notice website at <http://pnn.utah.gov>.

DATED this 26th day of November 2025

Tiffany Janzen, City Recorder

The city building for this meeting is accessible. In compliance with the Americans with Disabilities Act, people with disabilities may make requests for reasonable accommodation or assistance by notifying the City Recorder at 801-944-7021 or recorder@ch.utah.gov, at least two business days before the meeting, or by calling Relay Utah at 711.



Appendix 2

MEETING MINUTES

**City Council Work Session, CDRA, Board of Canvassers
and Business Meeting for 11/18/2025**



Appendix 3

STAFF REPORT

General Plan Presentation and Discussion with City Council and Planning Commission

Jim Spung



Appendix 4

STAFF REPORT

Action Items

Shane Topham

From: Shane Topham <WST@tophamlegal.com>
Sent: Tuesday, November 25, 2025 8:04 AM
To: Jared Gerber; Tiffany Janzen
Subject: [EXT:]REVISED--Legislation for December 2nd City Council Meeting
Attachments: WST-Cottonwood Heights-Ordinance 454 Amending Code Chapter 8.13 (Chickens).pdf; WST-Cottonwood Heights-Resolution 2025-72 Approving Event Agreement for Carnival (2026 BVD).pdf; WST-Cottonwood Heights-2026 Butlerville Days-Carnival Event Agreement (CLEAN 10.20.25).pdf; WST-Cottonwood Heights-Resolution 2025-73 Approving ZAP Agreement (2025-26 Arts Council Grant).pdf; ZAP- Mayor Signed AppID494671 (1).PDF; WST-Cottonwood Heights-Resolution 2025-74 Declaring Certain Property Surplus (Play Props).pdf

Greetings—

The following items of legislation scheduled for consideration at the December 2nd city council meeting are attached for your review and comment:

1. Ordinance 454. This ordinance will amend CHC Title 8 (Animals) to reduce the setback from dwellings, provide additional enforcement options, and make other related changes as discussed in the November 18th work session.
2. Resolution 2025-72. By this resolution the council will approve the city's entry into an agreement whereunder Brown's Amusements Inc. will provide and operate a "midway" at the city's 2025 Butlerville Days community celebration. A copy of the proposed agreement also is attached.
3. Resolution 2025-73. This resolution will approve and ratify an interlocal agreement whereunder Salt Lake County will provide \$20,200 in Tier II Zap funding for the city's arts council. A copy of the ILA also is attached.
4. Resolution 2025-74. By this resolution the council will declare surplus and designate the method of disposition of certain "props" for "The Lightning Thief" play stated by the arts council last July.

Please contact me as soon as possible if there are any questions or proposed changes regarding the attachments.

Best regards—

Shane

WM. SHANE TOPHAM | *Attorney* | TOPHAM LEGAL
4930 Fairview Drive, Holladay, UT 84117
[tel+801.808.6325](tel:+801.808.6325) | [Bio](#)

CONFIDENTIALITY NOTICE: The content of this e-mail is confidential and proprietary and may be attorney-client privileged. If you are not the intended recipient, please destroy it and notify: wst@tophamlegal.com.

EXTERNAL ATTACHMENT: Only Open if you trust this sender.



CITY COUNCIL BUSINESS MEETING

Attachment 1

Ordinance 454

This ordinance will amend the city code concerning the keeping of chickens on certain residential lots.

COTTONWOOD HEIGHTS

ORDINANCE NO. 454

AN ORDINANCE AMENDING CHAPTER 8.13 (CHICKENS), COTTONWOOD HEIGHTS CODE OF ORDINANCES

WHEREAS, effective 14 January 2005, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) adopted a code of ordinances (the “*Code*”) for the City; and

WHEREAS, the Council met in regular session on 2 December 2025 to consider, among other things, amending Chapter 8.13 (Chickens) (“*Chapter 8.13*”) of the Code to, *inter alia*, revise the legal requirements for keeping chickens in the City; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to so amend Chapter 8.13 of the Code as proposed;

NOW, THEREFORE, BE IT ORDAINED by the city council of the city of Cottonwood Heights as follows:

Section 1. **Adoption of Amended Chapter 8.13.** The Council hereby amends Chapter 8.13 of the Code as shown on the attached exhibit, which shows deletions to current Chapter 8.13 ~~struck through~~, and additions to current Chapter 8.13 underlined:

Section 2. **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this ordinance (this “*Ordinance*”), whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 3. **Severability.** It is hereby declared that all parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 4. **Repealer.** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5. **Effective Date.** This Ordinance, assigned no. 454, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City’s recorder, or such later date as may be required by Utah statute.

PASSED AND APPROVED this 2nd day of December 2025.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: _____
Tiffany Janzen, Recorder

By: _____
Shawn E. Newell, Mayor Pro Tempore

VOTING:

Michael T. Weichers	<i>Absent</i>
Matt Holton	Yea ___ Nay ___
Suzanne Hyland	Yea ___ Nay ___
Shawn E. Newell	Yea ___ Nay ___
Ellen Birrell	Yea ___ Nay ___

DEPOSITED in the Recorder's office this 2nd day of December 2025.

POSTED this ___ day of December 2025.

EXHIBIT TO ORDINANCE 454

8.13.010 Requirements For Keeping Chickens

- A. It is unlawful for any person to keep within the city any chickens without first making application for and obtaining a permit from the city to do so. The fee for such a permit shall be as specified in the city's consolidated fee schedule. Although chickens may be kept as provided in this chapter, they shall not be deemed as household or domestic pets.
- B. It shall be unlawful for any person to keep any chicken in a manner contrary to the provisions of this chapter. Any such violation shall be a class B misdemeanor.
- C. Chickens may be kept on a non-nuisance basis for familial gain from the production and consumption of eggs.
- D. Up to six egg-laying hens and up to four chicks may be kept on a residential lot.
- E. Roosters and crowing hens are prohibited.
- F. Location.
 - 1. Chickens may only be kept on a property containing a single-family detached residence, a single family attached residence, or a two-family detached residence, or on a contiguous, vacant property under common ownership with that residence, provided all other applicable standards are met.
 - 2. All enclosures, pens and coops shall be located in the rear yard of the main dwelling or in an interior side yard in full compliance with this chapter.
 - 3. Enclosures, pens and coops shall not be located in a corner side yard unless the side yard is completely fenced using site-obscuring fencing or vegetative screening, so as to prevent sight of such areas from the street or neighboring properties to the greatest degree possible.
 - 4. All enclosures, pens and coops shall be located at least 40-25 feet from all dwellings (as the same may exist from time to time) on all adjoining properties and at least three feet from the property line, provided that a portable wheeled coop may encroach temporarily and from time to time on the three foot separation from the property line. During the time a heating device is employed in the pen or coop during cold weather, such pen or coop must be separated by at least ten feet from any structure containing a habitable dwelling on the same property.
- G. All pens and coops shall be maintained in a clean, sanitary condition and in compliance with all applicable health regulations. Without limiting the generality of the foregoing statement:
 - 1. All droppings within the coop and the enclosure shall be cleaned out at least once a week;
 - 2. Coops must be thoroughly cleaned with a standard disinfectant at least once per calendar quarter;

3. Coops and related structures must be kept free from standing water and odor-free; and
4. Dead birds and unused eggs shall be removed within 24 hours or less and shall be properly discarded.
5. All feed shall be stored in containers preventing intrusion by rodents and other vermin.

H. Coop and enclosure.

1. A coop is required to keep chickens. The coop shall be constructed such that it provides adequate shelter and space for chickens to roost with at least three square feet per chicken. If the chickens are not allowed to roam outside the coop, the coop shall have a minimum floor area of six square feet per chicken.
 2. If a fenced enclosure for chickens is provided, the enclosure must consist of sturdy ¼” hardware cloth wire fencing buried at least two feet vertically into the ground, with an additional two feet bent outwards, from the vertical element, to be parallel to the ground and underground. The use of flimsy wire mesh, including chicken wire, is not permitted in the construction of a domestic fowl coop, fence or enclosure.
- I. The city may enter upon the premises for the purpose of inspecting the fowl, the coop and related improvements.

8.13.020 Chicken-Keeping Permit

- A. Any person who desires to keep chickens as authorized by this chapter shall make application to the division, on a city-approved form, for a chicken permit.
- B. The application shall include the following information:
1. The name, address and other contact information of the person desiring the chicken keeping permit.
 2. Written authorization from the property owner or authorized legal representative permitting chickens to be kept on the property.
 3. The location of chicken pens or coops, including a plat showing the parcel and neighboring properties, property lines, and the locations of the coop, pen, enclosure and nearby dwellings.
 4. Basic plans and specification of the proposed coop, pen and enclosure, showing size and dimensions.
 5. The distance between the location of the proposed pen or coop and the nearest dwelling on all adjoining lots.
 6. A statement irrevocably granting unto the city permission to enter upon the premises for the purpose of inspecting the fowl, pen, coop, enclosure and all related improvements.

7. Any other information required by the city.
- C. Upon receipt of the application, the city shall inspect the applicant's premises to verify compliance with this chapter. The permit shall be issued if the city determines that the applicant can and will comply with all regulations pertaining to owning chickens.
 - D. The chicken keeping permit shall expire on June 30th, but may be renewable on a yearly basis thereafter upon application to and approval by the city as provided in this chapter.
 - E. The rights under the permit transfer to a successor owner of the premises until the following June 30th, whereupon the permit is subject to renewal as provided in this section.

8.13.030 – Enforcement

- A. The city may investigate any alleged violation of this chapter upon observation or receipt of a complaint. A violation shall be considered "verified" when confirmed by city staff through inspection or other credible evidence.
- B. If a property receives three or more verified violations of any provision of this chapter within any twelve-month period, the director may revoke the chicken-keeping permit for that property following written notice to the permit holder.
- C. Upon revocation, the permit holder shall remove all chickens from the property within 30 calendar days of the date of notice. A revoked permit shall remain invalid for the remainder of the current city year (July 1 through June 30).
- D. A permit holder aggrieved by the revocation of their permit may file a written petition with the manager within 20 days after the director's decision for review of said grievance. Upon consideration of said grievance and upon good cause showing, the manager may uphold or modify the revocation or reinstate the permit. A permittee aggrieved by a decision of the manager may file suit in Third District Court within 30 days after the manager's decision for review of said grievance.
- E. A revoked permit holder may reapply for a new permit after one full year has passed from the date of revocation.
- F. Nothing in this section shall preclude the city from pursuing additional enforcement remedies as authorized under this code, including issuance of citations for individual violations.



Attachment 2

Resolution 2025-72

By this resolution the council will approve the city's entry into an agreement whereunder the provider will provide and operate a "midway" at the city's 2026 Butlerville Days community celebration.

COTTONWOOD HEIGHTS

RESOLUTION No. 2025-72

A RESOLUTION APPROVING AN EVENT
AGREEMENT WITH BROWN’S AMUSEMENTS INC.
(2026 BUTLERVILLE DAYS)

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 2 December 2025 to consider, among other things, approving and ratifying an “Event Agreement” (the “*Agreement*”) with Brown’s Amusements Inc. (“*Provider*”) whereunder Provider would provide and operate a “midway” (consisting of rides, games and food booths) at the City’s “Butlerville Days” community event on 16-18 July 2026 on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved and ratified, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2025-72, shall take effect immediately upon passage.

PASSED AND APPROVED effective 2 December 2025.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: _____
Tiffany Janzen, Recorder

By: _____
Shawn E. Newell, Mayor Pro Tempore

VOTING:

Michael T. Weichers	<i>Absent</i>
Matt Holton	Yea ___ Nay ___
Suzanne Hyland	Yea ___ Nay ___
Shawn E. Newell	Yea ___ Nay ___
Ellen Birrell	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 2nd day of December 2025.

RECORDED this ___ day of December 2025.

Event Agreement

THIS EVENT AGREEMENT (this “*Agreement*”) is entered into effective 18 November 2025 between **BROWN’S AMUSEMENTS INC.**, an Arizona corporation whose address is 550 West Baseline Rd., Suite 102-353, Mesa, AZ 85210 (“*Contractor*”), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 (“*City*”).

Section 1. **Background.** City has scheduled the next staging of City’s “Butlerville Days” community event (the “*Event*”) for 16-18 July 2026 on the public property surrounding the Cottonwood Heights Recreation Center near 2700 East 7500 South in City (the “*Event Site*”). As part of the Event, City desires to provide recreational opportunities to Event participants in the form of family-type rides, games and other activities. Contractor is in the business of providing one such service and has proposed to provide (as specified in this Agreement) all necessary or advisable equipment, facilities, supervision, etc. for a “midway” (the “*Midway*”) in connection with the Event. The Midway involves the provision of carnival-type rides and games, as well as booths for the sale of food items, as further described below. The Midway activities offered by Contractor are generally described on Contractor’s website at brownsamusements.com.

Section 2. **Midway.** Contractor shall perform for City the following described services (the “*Services*”) throughout the Event:

(a) **Activities.** Contractor shall provide and operate the following activities (the “*Activities*”) for the Midway:

(i) **Rides.** 18 (or such smaller number as City may approve for the Event) carnival-type rides (“*Rides*”) appropriate for adults and for children in attractive, clean and safe working condition. All Rides shall comply with all applicable legal requirements and industry “best practices” standards, and shall be safety-inspected before, and at any recommended intervals during, their use hereunder. All Rides shall be continuously operated and supervised by qualified employees of Contractor. Charges for participation on the Rides shall be as shown on the attached exhibit (the “*Exhibit*”).

(ii) **Games.** Seven (or such smaller number as City may approve for the Event) carnival-type games (“*Games*”) appropriate for adults and for children, continuously operated and supervised by qualified employees of Contractor. Charges for participation in the Games shall be as shown on the Exhibit.

(iii) **Food.** Four (or such smaller number as City may approve for the Event) concession trailers (collectively, “*Booths*”), continuously operated and supervised by qualified employees of Contractor. The food items prepared and sold by Contractor shall be prepared in accordance with all applicable legal and food industry standards, including the requirements of the Salt Lake County Health Department (the “*Health Department*”) and all applicable “safe food handling” standards. Food sales shall operate only from Contractor’s City-approved Booths on the spaces assigned to Contractor. Walking through the audience to sell food or any other items is prohibited. Beverages may not be sold or served in cans or glass containers.

Contractor shall sell only the food items specified on the Exhibit for the prices shown on the Exhibit. If City obtains a sponsorship from a soft-drink company, such as Coca-Cola, which requires City to limit soft drink offerings at the Movie (defined below) and/or one or more Event(s) to soft drinks

manufactured by such sponsor, then City will so inform Contractor by the March 22nd immediately prior to such Event. If City so acts, then Contractor may by 5:00 p.m. on the April 1st immediately prior to such Event terminate this Agreement as to such Event; provided that if Contractor fails to so terminate, then Contractor's soft drink offerings at the Movie and such Event shall conform to the requirements of such sponsorship.

Contractor's Booths shall comply with the following minimum requirements. Failure to meet such requirements may result in Contractor being prohibited from conducting business from the Booth until full compliance occurs:

(A) A roof, awning or other covering, impermeable to weather, over the entire food preparation, service, clean-up and storage area;

(B) Two side walls (not screening) which will reduce the entry of dust and dirt, and exclude non-authorized persons;

(C) The front service wall shall be a counter, half-wall, or table draped to the floor. The back wall may be open for employee access, or solid if desired;

(D) Except for trailers, the floor must be plywood laid over the grass field of the host park, with Contractor supplying the plywood flooring for its Booth;

(E) All cooking equipment utilized at the Booth must be at least four feet from the public by roping off or other means for safety reasons, FDA/DFP Guide (Conference for Food Protections);

(F) All open flame cooking devices must meet City's fire code requirements; and

(G) Each Booth must be equipped with a hand wash station. Hand wash stations in restrooms do not qualify. At minimum, there must be flowing water from a container with a handled spigot (which spigot must stay open on its own so the person who is washing his hands has both hands free for washing), a catch basin or bucket, liquid hand soap, and paper towels. **BOOTHS WITHOUT HAND WASH STATIONS WILL BE GROUNDS FOR IMMEDIATE CLOSURE.**

(H) Only people working in a Booth will be allowed in the Booth. All others must remain in front of the Booth.

(iv) Operation During Movie. City may stage or sponsor an outdoor movie event (the "Movie") for the public after dark on the first night of the Event. If that occurs, then the Activities shall be conducted so as to not unreasonably interfere with the audience's enjoyment of or participation in Movie. To that end, music/sound from the Rides, Games and Booths shall be turned off and all lighting of such shall be minimized during the Movie.

(v) Inspections. City, through its police department, through Unified Fire Authority, or through other designees, may inspect any or all of the Activities at any time, or from time to time, before or during the Event to determine their safety. Contractor promptly shall correct

any safety issues or violations noted by City or its designees and shall not operate any Activity affected by a safety issue until that issue is fully corrected at Contractor's cost.

(b) Limitation. The Activities specified in subsection 2(a), above, are the only activities that Contractor may provide at the Event. Without limiting the generality of the foregoing, Contractor may not sell novelties, toys or apparel, including, without limitation, "glow sticks" or other glow in the dark items.

(c) Supervision. Contractor will staff the Activities with an adequate number of qualified, adult attendants, who shall, among other things, operate the Activities, safeguard Contractor's property and prevent Contractor's property from being used or occupied by any unauthorized person throughout the Event (including all nights between on the day before and ending the day after the Event) and during the entire time that any of Contractor's property is on the Event Site.

(d) Refuse and Waste. City shall provide portable restrooms beginning on the morning of day before the Event. From Contractor's entry on the Event Site on (typically the day before the Event) through Contractor's departure from the Event Site (typically the day after the Event), City also will provide four "grey water" tanks for the use by Contractor's personnel; provided that Contractor shall reimburse City for the full cost of such tanks. Contractor shall regularly (at least every two hours) inspect its area of the Event Site and pick up all trash, debris, etc. Contractor shall store and remove all trash, debris and other waste resulting from the Activities; provided that City shall remove all trash placed in City's trash containers at the Event. By 6:00 p.m. on the day after the Event, Contractor also will inspect the area where Contractor provided the Services and thoroughly clean up any debris. Contractor will leave its portion of the Event Site in similar condition as received.

(e) Electricity. Contractor shall provide its own electrical power for the Activities. The noise from generators supplying such power shall be minimized to the extent reasonably possible during the Movie.

(f) Set-Up; Operation; and Removal. Contractor may stage (but not operate) its rides, booths and equipment (collectively, "Equipment") on the southeast parking lot (the "Southeast Parking Lot") of Butler Middle School (which adjoins the Event Site) on the day before the Event, provided that all deliveries or work shall be performed between 7:00 a.m. and 10:00 p.m. Contractor may set-up/stage (but not operate) the Equipment at its City-designated location on the Event Site between 8:00 a.m. and 10:00 p.m. on the day before the Event and between 8:00 a.m. and 3:00 p.m. on the first day of the Event. **All set-up must be completed by that deadline.** The Activities will (i) be fully set up by 3:00 p.m. and operational by 4:00 p.m. on the first and second days of the Event and by 12:00 p.m. on the third day of the Event, and (ii) will operate until 10:00 p.m. on the first day of the Event and until 11:00 p.m. on the second and third days of the Event. Disassembly and removal of the Equipment from the Event Site may occur between 8:00 a.m. and 8:00 p.m. on the day after the Event. Disassembled Equipment may be stored in the Southeast Parking Lot until 12:00 p.m. on the second day after the Event. **All breakdown and removal must be completed by those deadlines.**

Set-up, take-down and removal shall be performed by Contractor in as quiet a manner as reasonably possible in recognition of the residences surrounding the Event Site. Any of Contractor's personnel staying overnight at the Event Site (from the day before until the day after the Event) shall not smoke, drink alcoholic beverages, and otherwise shall conduct themselves in a quiet, respectful manner in compliance with all applicable law, rules and regulations, and the requirements of the 19 November

2018 “Memorandum” from City’s Community & Economic Development Director that previously has been supplied to Contactor and which also may be attached as an exhibit to this Agreement.

(g) *Right to Cease Operations.* City may require Contractor to cease operating any or all of the Activities at any time that City reasonably determines that hazardous conditions exist or that public safety otherwise is at risk.

Section 3. **City’s Obligations.**

(a) *Marketing.* City shall provide all marketing for the Activities as part of its advertising of the Event, including, without limitation, marketing on City’s website (www.ch.utah.gov); City’s social media channels (Facebook, Twitter, Instagram, and YouTube); radio public service announcements; broadcast television appearances; direct mail; and City’s newsletter. Contractor timely shall provide electronic images of its logo for inclusion in City’s marketing materials, and hereby consents to such use by City.

(b) *Additional.* In connection with the Event, from set-up through take-down and removal as described above, City shall provide (a) a source of culinary water; (b) a one-yard trash container for Contractor’s use; (c) the restroom facilities as specified in Section 2(d) above; and (d) a reasonable level of security through City’s police department.

Section 4. **Permits and Licenses.** The following permits and licenses are required:

(a) *Food Handler’s Permit.* Contractor shall assure that a current food handler’s permit issued by the Health Department is in effect for at least one person who must be on premises at each of the Booths at all times. City advises that the food handler’s permit currently costs \$30 and must be obtained before applying for the temporary event permit described below. **A copy of Contractor’s food handler’s permit must be provided to City no later than the July 1st before the Event.**

(b) *Temporary Event Permit.* Contractor also must obtain a temporary event permit from the Health Department for the Booths that is of sufficient duration to cover the entire period of time that Contractor conducts the Activities. City advises that such permit costs currently between \$65 and \$95 per day, and may be obtained from the Health Department between 9:00 a.m. and 4:00 p.m., Monday through Friday, at 788 East Woodoak Lane (enter from 900 East at 5400 South). **A copy of Contractor’s temporary event permit must be submitted to City on or before the July 1st before the Event.**

Additional information concerning such health department permits is available through the Health Department’s web site (www.slvhealth.org, under the “Environmental Health” and “Food” sections).

(c) *Temporary Sales Tax License.* Contractor must obtain a sales tax license from the Utah State Tax Commission, maintain appropriate records and make appropriate sales tax payments. This will be coordinated by the Event’s chairperson.

The originals of Contractor’s permits and licenses must be available at Contractor’s Booths throughout their operation. Contractor’s failure to timely provide copies or originals, as applicable, of the foregoing permits and licenses may result in revocation of this Agreement by City.

(d) Security. Placement of any Equipment or other property of Contractor on or about the Event Site shall be at Contractor's own risk. City shall have absolutely no liability for any theft, loss, damage, etc. occurring to Contractor's possessions before, during or after the Event.

Section 5. Compensation. In addition to any reimbursement of City's costs specified in this Agreement (see, e.g., Section 2[d], above), Contractor shall pay to City an amount equal to the sum of the following:

(a) Base Fee. \$20,000 (the "Base Fee"); plus

(b) Rides Sales. Any additional amount in excess of the Base Fee which is derived from Contractor's sales of admission tickets to the Rides (the "Ride Sales"), determined as follows: (i) 25% of Ride Sales revenue (net of all sales and other taxes) up to \$75,000; plus (ii) 30% of Ride Sales revenue (net of sales and other taxes) above \$75,000.

(For example, if the Ride Sales revenue (net of all sales and other taxes) totals \$100,000, then Sponsor's portion of such revenue would be $[(\$75,000 \times .25) + (\$25,000 \times .30)] - \$20,000 = \$6,250$); plus

(c) Games. \$150 for each of the Games (the "Games Fee"); plus

(d) Booths. \$200 for each of the Booths (the "Booths Fee").

The Base Fee shall be paid to City's representative by noon on the day before the Event. At noon on the day after the Event, or such later time as City's representative reasonably shall designate, Contractor shall (y) meet with City's representative to disclose the results of the Ride Sales, and (z) remit to City the Games Fee, the Booths Fee and City's portion of Ride Sales. Contractor shall maintain accurate books and records concerning all Ride Sales, and shall safeguard such records and make them available for City's inspection promptly upon City's request at any time during the six month period after the Event.

Section 6. Age Standards. Contractor shall enforce appropriate age standards for the Rides to assure public safety.

Section 7. Insurance. Contractor shall maintain in full force and effect a broad form comprehensive workmen's compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Activity or the Services (i.e.—whether Equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of Five Million Dollars (\$5,000,000.00) combined single limit. Contractor shall cause City, Cottonwood Heights Parks and Recreation Service Area ("CHPRSA"), Canyons School District ("CSD"), and their respective officers, employees and other designees to be named as additional insureds under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three business days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry.

Section 8. **Hold Harmless Undertaking; Repair.**

(a) *Hold Harmless Undertaking.* Contractor agrees, covenants, and undertakes to indemnify, hold free and harmless, assume liability for, and defend City, CHPRSA, CSD and their respective officers, employees, agents, servants and representatives (collectively, the “Indemnitees”) from any and all losses, costs, and expenses, including but not limited to monetary damages, attorney’s fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums, that any of the Indemnitees may incur, face, pay or become obligated to pay on account of any, all, and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of any of the Services, the Activities, or this Agreement. The foregoing indemnities, etc. shall not, however, be deemed to waive or modify any rights, defenses, protections or limits of liability of City against third parties under the “Governmental Immunity Act of Utah” (UTAH CODE ANN. § 63G-7-101, *et seq.*).

(b) *Repair.* Contractor promptly shall fully repair, in a good workmanlike and finished manner, any and all damage to the Event Site arising from or attributable to Contractor’s activities, including, without limitation, cleaning up trash and debris and repairing any damage to the lawns at the Event Site caused by the Activities.

Section 9. **General.** This Agreement shall be interpreted in accordance with Utah law. Section headings are for convenience only. Time is the essence of this Agreement. This Agreement may only be modified in a writing signed by both parties. This Agreement may be executed and delivered electronically, with the same legal effect as manual execution and physical delivery. In the event of any dispute concerning this Agreement, the prevailing party shall be entitled to an award of its attorneys fees and costs, whether incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. If any portion of this Agreement is deemed unenforceable or invalid by a court of competent jurisdiction, such portion shall be deemed severed from this Agreement to the extent of such unenforceability or invalidity.

DATED effective the date first-above written.

CONTRACTOR:

BROWN’S AMUSEMENTS INC.,
an Arizona corporation

By: _____
Sherry Brown, President

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By: _____
Tiffany Janzen, Recorder

By: _____
Michael T. Weichers, Mayor

Exhibit to Event Agreement

(Listing of 2026 Prices for Rides and Description of and Prices for Food Items)

1. Ticket pricing shall be \$1.00 per ticket. Tickets are transferable but not refundable.
2. Each ride shall cost the equivalent of no more than \$2.00 on the Thursday of the Event.
3. City may pre-sell one-day wrist bands for any day of the Event for \$35 up to commencement of that Event. As of commencement of the Event, City shall account to Contractor concerning all wrist band presales by City and promptly shall remit to Contractor all resulting proceeds.

Following commencement of the Event, Contractor shall handle all sales of one-day wrist bands at a price of \$45 each.

Wrist bands are not transferable or refundable.

3. Rides and prices (rides can be changed for equal-quality rides):

CARTOONS KID RIDE	3 TICKETS
EXPO WHEEL	5 TICKETS
GRAVITRON	5 TICKETS
GROOVY BUS	4 TICKETS
MOTORCYCLE JUMP	4 TICKETS
MERRY GO ROUND	4 TICKETS
QUAD RUNNER	4 TICKETS
RAIDERS	4 TICKETS
ROUND UP	5 TICKETS
SKY FIGHTER	3 TICKETS
SKY RACER	4 TICKETS
SOOPER JET	3 TICKETS
SUPER SIZZLER	5 TICKETS
TILT A WHIRL	5 TICKETS
WACKY SHACK FUN HOUSE	4 TICKETS
WILLY THE WHALE	3 TICKETS
YOYO	5 TICKETS
ZIPPER	5 TICKETS
JUMPING JUMBOS	4 TICKETS
FREAK-OUT SPECTACULAR RIDE	6 TICKETS or WRISTBAND + 2 TICKETS



Attachment 3

Resolution 2025-73

This resolution will approve and ratify the city's entry into an agreement whereunder Salt Lake County will provide \$20,200 in Tier II ZAP funding for use by the city's arts council.

COTTONWOOD HEIGHTS

RESOLUTION No. 2025-73

A RESOLUTION APPROVING AND RATIFYING AN AGREEMENT
WITH SALT LAKE COUNTY FOR TIER II ZAP FUNDING
(COTTONWOOD HEIGHTS ARTS COUNCIL, 2025-2026)

WHEREAS, Salt Lake County (the “*County*”) has imposed a sales and use tax pursuant to UTAH CODE ANN. §59-12-701, *et seq.*, and has enacted an ordinance (Chapter 3.07, SALT LAKE COUNTY CODE OF ORDINANCES) and policies governing distribution of the revenues collected by such tax, which commonly are referred to as the “Zoo, Arts & Parks Funds” (“*Funds*”); and

WHEREAS, the Cottonwood Heights Arts Council (the “*Arts Council*”), an agency of the city of Cottonwood Heights (the “*City*”), has applied for and is qualified to receive a portion of the Funds pursuant to the governing statutes, ordinances and policies; and

WHEREAS, for that purpose, the County and the City desire to enter into the agreement that is attached as an exhibit hereto (the “*Agreement*”) for the purpose of effecting such grant of Funds to the Arts Council; and

WHEREAS, the City’s city council (the “*Council*”) met in regular session on 2 December 2025 to consider, among other things, approving and ratifying the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the Agreement is hereby approved and ratified, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2025-73, shall take effect immediately upon passage.

PASSED AND APPROVED this 2nd day of December 2025.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: _____
Tiffany Janzen, Recorder

By: _____
Shawn E. Newell, Mayor Pro Tempore

VOTING:

Michael T. Weichers	<i>Absent</i>
Matt Holton	Yea ___ Nay ___
Suzanne Hyland	Yea ___ Nay ___
Shawn E. Newell	Yea ___ Nay ___
Ellen Birrell	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 2nd day of December 2025.

RECORDED this ___ day of December 2025.

**Cottonwood Heights
Cottonwood Heights Arts Council
20,200.00**

ZAP Contract

Salt Lake County Contract #: ZAP22025039
District Attorney No. SFK 25CIV001384
(Approved for Use October 15, 2025, until December 31, 2025)

**SALT LAKE COUNTY TIER II
ZOO, ARTS AND PARKS FUNDING AGREEMENT
Between
SALT LAKE COUNTY
And
Cottonwood Heights**

THIS AGREEMENT is effective the date of the last person to sign below by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("COUNTY"), and **Cottonwood Heights** a Utah non-profit organization or a governmental entity, whose mailing address is **2277 E. Bengal Blvd. , 2277 E. Bengal Blvd. , Cottonwood Heights , UT 84121** ("RECIPIENT").

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. §§ 59-12-701, et seq., and has enacted an ordinance, Chapter 3.07, Salt Lake County Code of Ordinances, 2005, as well as policies governing distribution of the revenues collected by this tax, which revenues are referred to as the "Zoo, Arts & Parks Funds" ("Funds").

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the Funds pursuant to the statute, ordinance, and policies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, and the payment of the amount of Funds as specified, the parties agree as follows:

1. SCOPE OF AGREEMENT:

In exchange for receipt of the Funds specified in Paragraph 3 below, RECIPIENT agrees to the following terms and uses for the Funds:

- A. Funds shall be expended within Salt Lake County as set forth with greater specificity in RECIPIENT'S Application Form (Exhibit 1) and, if applicable, COUNTY'S additional requirements letter (Exhibit 3), incorporated herein by reference, and as further defined and set forth herein and pursuant to Utah Code Ann. §§ 59-12-701, et seq.; Chapter 3.07 Salt Lake County Code of Ordinances, 2005; and those policies, applications and standards established by Salt Lake County to administer the distribution of the Funds.
- B. Funds may not be expended for the following non-qualifying expenditures, outlined more fully in Countywide Policy No. 1031: capital construction expenses, acquisition of real property or any interest in real property, depreciation or amortization of any asset including real property, improvement to real property, payments into an endowment corpus, expenditures outside of Salt Lake County, fund-raising expenditures related to capital or endowment campaign, repayment of loans or interest thereon, grants or re-grants, scholarships, interest payments, direct political lobbying,

expenditures not directly related to RECIPIENT's primary purpose, non-deductible tax penalties, bad debt expense, and any operating expenses that are utilized in calculating federal unrelated business income tax.

- C. RECIPIENT agrees to update the contacts for their organization through the online grantor management system and directly to ZAP program staff in a timely manner. Annually, grantees will be added to ZAP's email list for grantee communication and event promotion purposes.
- D. RECIPIENT agrees to submit an Evaluation Report detailing how Funds were expended on or before April 30, 2027. RECIPIENT understands that current and future Funds may be withheld due to an inadequate, incomplete, or non-submitted Actual Use/Evaluation Report.
- E. RECIPIENT agrees to acknowledge the Salt Lake County Zoo, Arts and Parks program ("ZAP Program") in writing and orally, including acknowledging the Salt Lake County ZAP Program at events for which Funds have been utilized. RECIPIENT further agrees to use its best efforts to use the official Zoo, Arts & Parks logo on written material such as playbills, brochures, appropriate advertisements, flyers, banners, websites and newsletters. RECIPIENT may use other acknowledgments as appropriate, such as announcements from the stage, in media releases, on supertitles, on pre-event videos, etc. If RECIPIENT has a website, the Zoo, Arts and Parks logo shall be displayed on the donor/sponsor page or other prominent page of the website. RECIPIENT shall follow the guidelines in Exhibit 2, ZAP Logo Usage and Acknowledgment Guide.
- F. RECIPIENT shall provide COUNTY with a copy of programs or other printed material acknowledging the COUNTY and the ZAP Program with the Evaluation Report under Subparagraph 1D above.
- G. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote RECIPIENT'S programs and projects. Submission by email is preferred at PRZAP@saltlakecounty.gov.
- H. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Salt Lake County. RECIPIENT further agrees to publicly announce (in some manner) that this has been sponsored by the Salt Lake County Zoo, Arts and Parks Program (using this or similar wording) and to inform the COUNTY'S Representative, named below, of such an event in advance and in a timely manner.
- I. RECIPIENT agrees to use a statewide online accessible events calendar such as the www.nowplayingutah.com website to promote its events. RECIPIENT shall provide its publicity materials to the events calendar in a timely manner and shall promote the events calendar website among its constituents, patrons, audiences, etc., including linking to the events calendar from RECIPIENT'S website.
- J. RECIPIENT agrees to provide tickets to any non-fundraising event, without charge and within reason, as requested by COUNTY'S Representative to enable the Tier II Advisory Board to better review and evaluate RECIPIENT'S organization and programs. RECIPIENT is encouraged to extend to Tier II Advisory Board members an invitation to at least one event per year without charge for evaluation purposes. RECIPIENT shall use the ZAP invitation form, found on the ZAP website, to submit invitations to the Tier II Advisory Board.
- K. In compliance with County Ethics Ordinance 2.07.207 and as outlined on the COUNTY's website, RECIPIENT may make one non-fundraising performance or event per year available to elected or appointed officials through said Representative for the purpose of enabling the official to better evaluate and review the organization, programming and attendance at the event. RECIPIENT shall use the ZAP invitation form, found on the ZAP website, to submit invitations to the elected or appointed officials.
- L. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee or in violation of the County Ethics Code 2.07 and Public Employees

Ethics Act, Utah Code Ann. §§ 67-16-1, et. seq.

- M. COUNTY may sponsor an event that highlights the ZAP Program and showcases the recipients of ZAP funding. If the COUNTY sponsors such an event and RECIPIENT is invited to participate, RECIPIENT will use its best efforts to reasonably participate as requested.
- N. The RECIPIENT agrees that, although it may not be a "public body" as defined by the Utah Open and Public Meeting statute, Utah Code Ann. §§ 52-4-101, et. seq., because RECIPIENT receives public funds, it will use its best efforts to adhere to the spirit of the statute by making its board meetings open to the public.
- O. COUNTY provides synchronous and asynchronous training for all recipients. RECIPIENT agrees that at least one representative from the organization will complete the training on an annual basis.
- P. Salt Lake County has invested in tracking real-time data on the services it provides. The ZAP Program collects data that highlights grantee activities with the intent of sharing it through internal dashboard systems. RECIPIENT agrees to participate by providing data upon request. The data will be similar to information requested in the ZAP Application Form, such as attendance, free admissions, expenditures, and staffing.

2. PUBLIC FUNDS AND PUBLIC MONIES:

- A. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in RECIPIENT'S possession.
- B. RECIPIENT'S Obligation: RECIPIENT of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for ZAP qualifying activities in Salt Lake County. RECIPIENT understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of public funds or monies. RECIPIENT expressly understands that COUNTY may monitor the expenditure of public funds by RECIPIENT.
- C. COUNTY reserves the right to audit the use of Funds and the accounting of the use of Funds received by RECIPIENT under this Agreement. If an audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.
- D. RECIPIENT expressly understands that COUNTY may withhold funds or require repayment of funds from RECIPIENT for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

3. CONTRIBUTION:

Payment of Funds to RECIPIENT and the amounts thereof shall be determined and paid as set forth in Chapter 3.07, Salt Lake County Ordinances, 2001; and the COUNTY'S Policy #1031. Payment of Funds to RECIPIENT for the ZAP fiscal year 2025 shall be approximately **\$20,200.00** of the funds designated for Tier II qualifying organizations. This amount is based on 2025 ZAP revenue projections and the Tier II Advisory Board's recommendation as approved by the Salt Lake County Council. Actual amount distributed to RECIPIENT may be decreased if 2025 ZAP revenues differ from those projected. The COUNTY recognizes that if a RECIPIENT is awarded less funding than requested, the project as described in the Application Form may be scaled back commensurately. Funds may be distributed in several payments. Any past due balances owed to a county facility or agency may first be deducted before any distribution of FUNDS made to RECIPIENT

4. EFFECTIVE DATE:

This agreement shall be for a term of one (1) year, beginning on the date of the first distribution of Funds to RECIPIENT and ending after the final payment is made (before or during April of 2026), and shall not be renewable. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for within either RECIPIENT'S fiscal year or the time period indicated in its 2025 Application Form. All covenants made by RECIPIENT will survive the expiration or termination date of this Agreement if, at that time, any Funds paid to RECIPIENT under this Agreement remain unexpended, and such covenants shall continue to bind RECIPIENT until all such Funds are expended or returned to COUNTY.

If all Funds received under this Agreement are not expended during RECIPIENT'S fiscal year or time period indicated in its 2025 Application Form, RECIPIENT agrees to account for the Funds in the succeeding fiscal year pursuant the terms and conditions of this Agreement.

All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.

5. MAINTENANCE AND AVAILABILITY OF RECORDS:

RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by COUNTY from time to time upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a professional manner and form and, if so requested, in a manner and form specified by the Salt Lake County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, the parties agree that the COUNTY's review and/or disclosure of said records will be governed by the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et. seq. If any records obtained by the COUNTY reveal that RECIPIENT is in violation of this Agreement, the COUNTY may make use of and disclose such records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

6. ASSIGNMENT AND TRANSFER OF FUNDS:

It is understood and agreed that RECIPIENT shall not assign or transfer its rights or receipt of Funds under this Agreement, any interest therein, or claim hereunder. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

7. INDEPENDENT ENTITY:

It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent entity. RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representative, or any other of COUNTY'S officers, agents or employees. The parties stipulate that the Funds provided to RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. To the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S Application Form and in this Agreement, COUNTY shall have the rights provided under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

8. INDEMNIFICATION:

A. Unless RECIPIENT is a governmental entity in the State of Utah, the Parties agree to the following indemnification provisions:

RECIPIENT shall indemnify, defend and save harmless the COUNTY, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of the Agreement, or, if Funds are notfully expended during the term of this Agreement, during the period of time in which

RECIPIENT expends Funds made available under this Agreement.

COUNTY is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et. seq. (the "Act"). The Parties agree that COUNTY shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed, in any way, to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

B. If RECIPIENT is a governmental entity in the State of Utah, the Parties agree to the following indemnification provision:

Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 et. seq. (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the COUNTY and the RECIPIENT shall be responsible for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the COUNTY nor the RECIPIENT shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

9. INSURANCE:

RECIPIENT shall maintain insurance in accordance with industry standards and as is reasonably appropriate for the type of events, programs and operations RECIPIENT conducts.

10. NO OFFICER OR EMPLOYEE INTEREST:

RECIPIENT understands and represents that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the Funds distributed.

11. TERMINATION:

The COUNTY may terminate this Agreement as a result of the failure of RECIPIENT to fulfill its obligations under this Agreement. The COUNTY shall provide written notice of termination of this Agreement by delivering to RECIPIENT a Notice of Termination specifying the basis for the termination. Upon RECIPIENT's receipt of a Notice of Termination, RECIPIENT shall have 30 days in which to cure the basis for termination set forth in such Notice of Termination. If RECIPIENT fails to cure such basis for termination within the 30-day period, COUNTY may terminate this Agreement. Upon termination of this agreement, RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement and the COUNTY may, in its sole discretion, seek repayment of expended funds previously paid to RECIPIENT under this Agreement.

The COUNTY may terminate this agreement for the following non-inclusive reasons:

A. RECIPIENT no longer qualifies for receipt of funding as a Tier II organization under the COUNTY'S ZAP Program,

B. RECIPIENT was determined to be qualified based upon the submission of erroneous information and may require RECIPIENT to return all Funds paid to RECIPIENT based upon the erroneous information.

C. RECIPIENT fails the minimum financial health test and its financial health plan is not accepted by the COUNTY.

D. RECIPIENT fails to supply adequate financial health reports (if required by this Agreement),

E. If the financial health of RECIPIENT is in such jeopardy that organizational dissolution is inevitable.

F. Any actions taken by RECIPIENT violate the understanding between the parties, as expressed in

RECIPIENT'S Application Form and in this Agreement

The parties agree that rights and remedies of the COUNTY in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. ETHICAL STANDARDS:

RECIPIENT represents that it has not: (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 contract 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, 2005; or (d) knowingly 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.

13. COUNTY REPRESENTATIVE:

COUNTY hereby appoints the Program Director of the COUNTY'S ZAP Program as COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary for RECIPIENT'S performance of this Agreement, and if such assistance is requested by RECIPIENT. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees during RECIPIENT'S ordinary course of business or in RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.

14. COMPLIANCE WITH LAWS:

RECIPIENT agrees that it, its officers, agents and employees will comply with all laws, federal, state or local, which apply to its operations and in particular those laws created to protect the rights of individuals, including, but not limited to, those laws requiring access for persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

15. ADDITIONAL DOCUMENTS:

The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made a part hereof as exhibits:

- A. Application Form – (Exhibit 1)
- B. ZAP Logo Usage and Acknowledgement Guide – (Exhibit 2)
- C. Additional Requirements Letter, if applicable – (Exhibit 3)

16. INTERPRETATION:

The entire agreement among the parties shall consist of this Agreement and the documents set forth above in paragraph 15. All documents are complementary and the provisions of each document shall be equally binding upon the parties. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement, and then to the other documents in the order set forth in paragraph 15 above. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, U.C.A., (1953, as amended); and Chapter 3.07, Salt Lake County Code of Ordinances, 2001, as amended; and County Policy #1031.

17. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written agreement shall be binding or valid. This Agreement may not be enlarged, modified or altered, except in writing,

signed by the parties. Moreover, as a standard form contract approved by the District Attorney's Office, any alteration without the approval of the District Attorney's Office shall render the agreement void and without effect.

18. SURVIVAL:

All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.

19. GOVERNING LAWS:

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and Salt Lake County, both as to interpretation and performance.

20. WARRANT OF AUTHORITY:

Any person signing this Agreement warrants his or her authority to do so and bind RECIPIENT. RECIPIENT understands that COUNTY may require RECIPIENT to return all Funds paid to RECIPIENT based upon a breach of the warrant of authority.

21. STANDARD FORM:

Any alteration of the standard form language without approval of the attorney shall render this agreement void and without effect. Any changes to this agreement must be pre- approved as to form by the District Attorney's Office.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year recited above.

Documents

	Cottonwood Heights	Salt Lake County
Exhibit 1 - Application Form	Mayor Mike Weichers 11/20/2025 12:34:57 PM mweichers@ch.utah.gov 209.141.120.226	
Exhibit 2 - ZAP Logo Usage and Acknowledgement Guide	Mayor Mike Weichers 11/20/2025 12:35:01 PM mweichers@ch.utah.gov 209.141.120.226	

Signatures

Please sign using your full name

	Salt Lake County
Cottonwood Heights	By: Mayor or Designee
Mayor Mike Weichers 11/20/2025 12:35:05 PM mweichers@ch.utah.gov 209.141.120.226	



Attachment 4

Resolution 2025-74

By this resolution, the council will declare surplus and designate the method of disposition of certain “props” for “The Lightning Thief” play staged by the city’s arts council in July 2025.

Staff Report Memo



To: Mayor and City Council	From: Scott Juges, Finance and Admin. Svs. Dir.
Date: November 19, 2025	
Re: Surplus Items from Arts Council – "Lightning Thief" production	
Meeting Requested:	Business Meeting <input checked="" type="checkbox"/> Work Session <input checked="" type="checkbox"/> Other <input type="checkbox"/> _____
Public Hearing Needed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Undetermined <input type="checkbox"/>
CM Approval or Denial	Denied <input type="checkbox"/> Approved <input type="checkbox"/> Continued <input type="checkbox"/> CM Signature: _____

Cottonwood Heights - Arts Council

Date: October 30, 2025

Subject: Request for Surplus of Items Used in "Lightning Thief" Production

Purpose

This memo serves to request approval to surplus several items previously used in the Cottonwood Heights Arts Council's musical production of *The Lightning Thief*, held in July 2025. The items were integral to the production, and as the event concluded, they are no longer needed for future performances or council activities.

Items for Surplus

1. ARBELI 24V Ride On Tractor with Tilttable & Detachable Trailer

- a. Description: Electric ride-on tractor with two 65W motors, EVA tires, remote control, Bluetooth, shifter, and music feature, designed for kids.
- b. Condition: Gently used for The Lightning Thief production.
- c. Original Purchase Price: **\$249.99**
- d. Purchased From: Amazon
- e. Color: Green

2. ANPABO 2-Seater Ride On Train (Trackless)

- a. Description: 12V kids' electric car with height-adjustable seats, extra storage, headlight, train whistle, and music. (Carriage not included.)
- b. Condition: Gently used for The Lightning Thief production.
- c. Original Purchase Price: **\$189.99**
- d. Sold By: Amazon
- e. Color: Red

Rationale for Surplus

These items were primarily acquired for use in the *Lightning Thief* musical production, where they played specific roles on stage. Since production has concluded and given that they are no longer required for upcoming performances, we believe it is appropriate to surplus them to make space and resources available for future projects.

From Finance / Budget:

I recommend these items be listed for surplus.

The tractor and trailer as well as the ride on train are planned to be sold utilizing an auction type listing.

The estimated value is \$25 per item.

COTTONWOOD HEIGHTS

RESOLUTION NO. 2025-74

A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS

WHEREAS, §2.150.060 of the COTTONWOOD HEIGHTS CODE (the “Code”) establishes the procedures for disposal by the city of Cottonwood Heights (the “City”) of its surplus property; and

WHEREAS, the City’s finance director previously has determined the surplus nature of certain City property in accordance with Code §2.150.060(B) and has prepared and presented to the City’s city council (the “Council”) listings (collectively, the “List”) of such property (the “Property”) as required by Code §2.150.060(C), a copy of which is attached hereto as Addendum “A”; and

WHEREAS, the Council met on 2 December 2025 to consider, among other things, (a) reviewing the List; (b) declaring the Property surplus; (c) establishing a minimum bid for each item of the Property that is of greater than nominal value; and (d) approving the method of determining the highest and best economic return to the City of all items of the Property whose reasonable value exceeds \$5,000; and

WHEREAS, after reviewing the List and careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to (a) declare the Property on the List surplus; (b) establish a minimum bid for each item of the Property that is of greater than nominal value; and (c) approve the method of determining the highest and best economic return to the City of all items of the Property whose reasonable value exceeds \$5,000;

NOW THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council as follows:

1. The Property on the List is hereby declared to be surplus and no longer needed by the City; and
2. All Property on the List is hereby declared to be of nominal value except any items of the Property which are identified on the attached List as having greater than nominal value; and
3. The minimum bid for any items of the Property of greater than nominal value shall be as specified on the attached List; and
4. The methods of determining the highest and best economic return to the City of all items of the Property whose reasonable value is specified on the List as exceeding \$5,000 shall be as shown on the attached List, which methods are hereby approved by the Council.

This Resolution, assigned no. 2025-74, shall take effect immediately upon passage.

PASSED AND APPROVED effective 2 December 2025.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: _____
Tiffany Janzen, Recorder

By: _____
Shawn E. Newell, Mayor Pro Tempore

VOTING:

Michael T. Weichers	<i>Absent</i>
Matt Holton	Yea ___ Nay ___
Suzanne Hyland	Yea ___ Nay ___
Shawn E. Newell	Yea ___ Nay ___
Ellen Birrell	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 2nd day of December 2025.

RECORDED this ___ day of December 2025.

Addendum "A"

<i>Surplus Item</i>	<i>Nominal Value?</i>	<i>Minimum Bid</i>	<i>Method of Valuation</i>
ARBELI 24v kids ride-on tractor with tiltable and detachable trailer, green in color, used in "The Lightning Thief" musical production in July 2025.	No	\$50.00	Ebay or similar on-line auction
ANPABO 2-seater 12v kids electric car (carriage not included), used in "The Lightning Thief" musical production in July 2025.	No	\$50.00	Ebay or similar on-line auction