

# COTTONWOOD HEIGHTS

## ORDINANCE NO. 215

### AN ORDINANCE AMENDING AND RESTATING SECTIONS 8.04.085, 8.04.110, 8.04.300, 8.12.120, 8.12.130 AND 8.36.010, COTTONWOOD HEIGHTS CODE (WILD, DANGEROUS AND EXOTIC ANIMALS)

**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 now has determined that a need exists to amend and restate Sections 8.04.085, 8.04.110, 8.04.300, 8.12.120, 8.12.130 and 8.36.010 of the Code (the “*Sections*”) concerning the keeping of wild, dangerous and exotic animals in the City; and

**WHEREAS**, the Council met in regular session on 28 January 2014 to consider, among other things, amending and restating the Sections as proposed; and

**WHEREAS**, the Council has reviewed a compilation of the proposed amended and restated Sections, a copy of which is attached as an exhibit hereto and is incorporated herein by this reference; 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 and restate the Sections of the Code as proposed;

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

Section 1. **Amendment and Restatement of the Sections.** The Council hereby amends and restates the Sections of the Code as shown on the attached exhibit.

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.** 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 3. **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All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.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. 215, 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 28<sup>th</sup> day of January 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the Recorder's office this 28<sup>th</sup> day of January 2014.

**POSTED** this \_\_\_ day of January 2014.

612426.1

## Title 8—Animals

### Amendments—January 2014

#### **8.04.085 Dangerous animal.**

"Dangerous animal" means any animal or species, including invertebrate species, that would be a material hazard to public health and safety should the animal escape. "Dangerous animal" includes those animals meeting the definition of either "wild animal" or "vicious animal" in this title. "Dangerous animal" also includes the following, even if such animal has never lived independently of man:

- A. Alligators and crocodiles;
- B. Bears (Ursidae). All bears, including grizzly bears, brown bears, black bears, etc.;
- C. Cat family (Felidae). All except the commonly accepted domesticated cats, including cheetah, leopard, lion, lynx, panther, mountain lion, tiger, wildcat, etc.;
- D. Constrictor snakes in excess of eight feet in length;
- E. Dog family (Canidae). All except domesticated dogs, including wolf, part wolf, fox, part fox, coyote, part coyote, dingo, etc.;
- F. Porcupine (Erethizontidae);
- G. Primate (Hominidae). All non-human primates;
- H. Raccoon (Procyonidae). All raccoons, including eastern raccoon, desert raccoon, ring-tailed cat, etc.;
- I. Skunks;
- J. Venomous fish and piranha;
- K. Venomous snakes or lizards;
- L. Weasels (Mustelidae). All including martens, wolverines, black-footed ferrets, badgers, otters, ermine, mink, mongoose, etc.; and
- M. Any species which, if one or more members were to escape from captivity, would pose a material invasive threat to the ecosystem.

#### **8.04.110 Exotic animal.**

"Exotic animal" means any animal for which specific numerical limitations do not exist elsewhere in this title. Without limiting the generality of the foregoing sentence, the term "exotic animals" does not include domesticated dogs; domesticated cats; domesticated rabbits; domesticated ferrets; pigeons; tropical fish; other fowl or farm animals which have specific numerical limitations in this title; or any "dangerous animal" as defined in this title.

#### **8.04.300 Wild animal.**

"Wild animal" means any animal of a species that in its natural life is usually untamed and undomesticated, including hybrids; any animal that has lived independently of man; any animal that is untamed or undomesticated; and any animal which, as a result of its natural or wild condition, cannot be vaccinated for rabies.

#### **8.12.120 Exotic animals.**

A. No more than a total of five exotic animals, whether of the same or different species, may be kept or harbored on any property in the city without an exotic animal hobbyist permit or a commercial animal establishment permit, and as otherwise provided in this section.

B. Unless prohibited by other applicable law, a total of over five, and up to 25, exotic animals, whether of the same or different species, may be kept on a residential property in the city if an exotic animal hobbyist permit is obtained as provided in this subsection B.

1. Any one person per residence, over the age of 18 years, who primarily resides in that residence, may obtain or renew an exotic animal hobbyist permit upon providing to the city, at the applicant's cost, a current, written and signed certification from a Utah-licensed veterinarian, with significant experience in attending to exotic animals of the type being licensed, that:

(a) Within the prior 30 days, the veterinarian personally has discussed with the owner the needs of the exotic animals to be kept and determined that the owner has sufficient knowledge of the species to provide appropriate care for the number of exotic animals being requested, without hiring outside help;

(b) Within the prior 30 days, the veterinarian personally has visited the premises where the exotic animals are to be kept and determined that adequate caging appropriate for the species and numbers being requested is present or will be available for use, and that such premises otherwise comply with the requirements of this section;

(c) The exotic animals in question pose no material threat to the health and safety of the community, whether or not one or more escapes;

(d) The exotic animals in question have received all required or appropriate vaccinations;

(e) Within the prior 30 days, the veterinarian personally has confirmed that any other required state or federal permits have been obtained by the owner and are in full force and effect; and

(f) The owner otherwise is capable of keeping the specific number and type of exotic animals being requested.

2. The city's exotic animal hobbyist permit application form shall require, among other things, the applicant to provide:

(a) A description of the animals;

(b) The number of animals of each species being requested;

(c) A plan of action to safeguard and safely relocate the animals in the event of a natural disaster or other emergency, the adequacy of which the city may confirm with federal, state and/or local authorities or experts; and

(d) Such other information as the city reasonably may require.

3. A single exotic animal hobbyist permit shall be required for all exotic animals kept on a residential property under this subsection B. The permit shall be for the specific number and type of exotic animals approved by the certifying veterinarian, shall have duration of one year, and shall be renewable upon full compliance with this section, including, without limitation, a current certification from a veterinarian under subpart B(1), above.

4. Granting or renewal of an exotic animal hobbyist permit shall be conditioned on prior inspection of the subject premises by city's animal control officers or other city representatives. Follow-up inspections may be required during the term of a permit upon reasonable prior notice by the city.

5. The annual fee for an exotic animal hobbyist permit shall be \$72.00 or as otherwise provided in the city's consolidated fee schedule.

C. Keeping over 25 exotic animals is deemed to be a commercial enterprise required to be conducted in a commercial animal establishment located in a conforming non-residential zone, and subject to the following additional requirements in lieu of the requirements under section 8.12.030:

1. Any one person per establishment over the age of 18 years may obtain or renew an commercial animal establishment permit for exotic animals upon providing to the city, at the applicant's cost, a current, written and signed certification from a Utah-licensed veterinarian, with significant experience in attending to exotic animals of the type being licensed, that:

(a) Within the prior 30 days, the veterinarian personally has discussed with the owner the needs of the exotic animals to be kept and determined that the owner has sufficient knowledge of the species to provide appropriate care;

(b) Within the prior 30 days, the veterinarian personally has visited the premises where the exotic animals are to be kept and determined that adequate caging appropriate for the species is present and available for use, and that such premises otherwise comply with the requirements of this section;

(c) The exotic animals in question pose no material threat to the health and safety of the community, whether or not one or more escapes; and

(d) Within the prior 30 days, the veterinarian personally has confirmed that any other required state or federal permits have been obtained by the owner and are in full force and effect.

2. The city's commercial animal establishment permit for exotic animals shall require such information as the city reasonably may require.

3. A single commercial animal establishment permit for exotic animals shall be required for all exotic animals kept on a property under this subsection C. The permit shall have duration of one year, and shall be renewable upon full compliance with this section, including, without limitation, a current certification from a veterinarian under subpart C(1), above.

4. Granting or renewal of a commercial animal establishment permit for exotic animals shall be conditioned on prior inspection of the subject premises by city's animal control officers or other city representatives. Follow-up inspections may be required during the term of a permit upon reasonable prior notice by the city.

5. The annual fee for a commercial animal establishment permit for exotic animals shall be \$72.00 or as otherwise provided in the city's consolidated fee schedule. In addition, the commercial animal establishment shall be required to obtain an appropriate business license under Title 5 of this code.

6. A commercial animal establishment may not be conducted as a home occupation.

D. The following additional requirements are applicable to all exotic animals kept within the city:

1. Housing for exotic animals shall be in cages or containers consistent with applicable standards and practices, and shall be designed to safeguard the animal and to prevent escape.

2. All exotic animals on residential property within the city shall be kept within the human living space of such dwelling, and may not be kept in an attached or detached garage, storage area, shed or other type of accessory structure on such property.

3. The cumulative area within a dwelling on residential property within the city for housing, caring for, storing or otherwise maintaining all of the exotic animals on such premises may not total more than the lesser of 5% of the habitable interior floor area of the residence or 250 square feet.

4. Feed for exotic animals (including, without limitation, rodents raised for food for exotic animals) shall be kept within the commercial establishment or the human living space of the dwelling, as applicable, and may not be kept in an attached or detached garage, storage area, shed or other type of accessory structure on such property. Any rodents raised as food for exotic animals are also considered to be exotic animals which must be kept in compliance with this section and which count toward the maximum number of exotic animals which may be kept on residential property.

5. Exotic animals that are temporarily taken outside (such as for transport) must be properly restrained to prevent escape; under constant supervision of a responsible adult who can properly manage the animals; and not taken onto public property (except public streets, for transport) or another's private property without express written permission from the owner of that property.

6. Young born to exotic animals that are legally kept on residential property within the city pursuant to this section may be kept for the greater of 60 days or until such young are capable of

surviving in captivity without protection or feeding by their parent(s), provided that the sum of all permitted adults and immature young on such premises may not exceed ten for exotic animals kept without an exotic animal hobbyist permit, or 50 for exotic animals kept with an exotic animal hobbyist permit.

7. All exotic animals shall otherwise be kept so as to comply with all applicable public health laws and so as to not constitute a nuisance.

#### **8.12.130 Dangerous animal permit.**

A. It is unlawful for any person to sell, offer for sale, barter, give away, keep, own, harbor or purchase any dangerous animal (as defined this title) in the city.

B. The prohibitions of subsection A, above, shall not apply to a public animal shelter, public zoological park, veterinary hospital providing care for an ill or injured wild animal, section 501(c)(3) of the Internal Revenue Code animal welfare shelter, public laboratory, or facility for education or scientific research that is part of or formally affiliated with a university or similar educational institution, subject to full compliance with the requirements of subsections C(1) through C(5), below.

C. To the extent that applicable state or federal law preempts the prohibition in subsection A above, then any person or organization not described in subsection B, above, but who otherwise is authorized by applicable state or federal law to own or keep a dangerous animal may not so act without a city permit, full compliance with applicable zoning requirements, and:

1. Demonstrating sufficient knowledge of the species so as to be an expert in the care and control of the species;

2. Presenting proof of adequate primary caging appropriate for the species and a sufficient secondary system of confinement so as to prevent unauthorized access to the animal and to prevent the animal's escape;

3. Presenting proof that adequate measures have been taken to prevent the animal from becoming a threat to the health and safety of the community;

4. Presenting a plan of action in the event of the animal's escape. The director may consult with a review board comprising federal, state and local public health authorities in considering a request for a wild animal permit;

5. Presenting proof of required, if any, state or federal permits; and

6. Presenting proof of liability insurance in an amount of at least One Million Dollars (\$1,000,000.00), which policy shall name the city as an additional insured and shall not be subject to cancellation or other material modifications without at least 30 days' prior written notice to the city.

D. For the purpose of this section, to demonstrate "sufficient knowledge" of a species, a person must show that he has specialized knowledge of a species to provide for its basic needs to maintain the animal's health, welfare and confinement. The director may consider the person's experience, education, apprenticeship or by examination administered by the director when determining that a person has sufficient knowledge of a species.

## **Chapter 8.36**

### **WILD, DANGEROUS AND EXOTIC ANIMALS**

#### **Sections:**

#### **8.36.010 Prohibitions relating to wild, dangerous and exotic animals – Exceptions.**

#### **8.36.010 Prohibitions relating to wild, dangerous and exotic animals – Exceptions.**

Except as specifically authorized by this title, it is unlawful for any person or entity to sell, offer for sale, barter, give away, keep, own, harbor or purchase any wild, dangerous or exotic animal (as defined in Title 50 of the Code of Federal Regulations, in Utah law or regulation, or by this title) or which is otherwise a vicious animal or a nuisance as defined in this title.

597908.15

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-01

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR PARTICIPATION AS CO-PERMITTEES UNDER UPDES PERMIT No. UTS000001

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et seq.* (the “*Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, the city of Cottonwood Heights (the “*City*”) and Salt Lake County (the “*County*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, the Environmental Protection Agency has published its “Final Rule” setting forth the National Pollutant Discharge Elimination System permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

**WHEREAS**, the state of Utah, through its Department of Environmental Quality, Division of Water Quality, has authority to issue pollutant discharge elimination system permits with the state of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (“*UPDES*”); and

**WHEREAS**, such rules and regulations provide that where more than one public entity owns or operates a municipal separate storm sewer system within a geographic area (including adjacent or interconnected municipal separate storm sewer systems), such operators may be co-applicants to the same application and permit renewal; and

**WHEREAS**, the state of Utah has issued a UPDES permit, Permit No. UTS000001 (the “*Permit*”), which expires at midnight on 4 September 2018, to the “Jordan Valley Municipalities,” specifically including the County, the City and other named municipalities, as co-permittees; and

**WHEREAS**, the County has proposed that the City join with the County as co-permittees under the Permit, and has submitted to the City a proposed interlocal cooperation agreement (the “*Agreement*”) for that purpose; and

**WHEREAS**, the City’s governing body (the “*Council*”) met in regular session on 28 January 2014 to consider, among other things, approving the City’s entry into 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 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 with the County be, and hereby is, approved, 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. 2014-01, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 28<sup>th</sup> day of January 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ___	Nay ___
Michael L. Shelton	Yea ___	Nay ___
J. Scott Bracken	Yea ___	Nay ___
Michael J. Peterson	Yea ___	Nay ___
Tee W. Tyler	Yea ___	Nay ___

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of January 2014.

**RECORDED** this \_\_\_ day of January 2014.

**INTERLOCAL COOPERATION AGREEMENT**

**between**

**SALT LAKE COUNTY**

**and**

\_\_\_\_\_ **CITY**

**for**

**Participation as Co-Permittees under  
UPDES Permit No. UTS000001  
(Jordan Valley Municipalities)**

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THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and \_\_\_\_\_ (the "CITY"), a municipal corporation of the State of Utah;

**W I T N E S S E T H :**

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-1, et seq., UTAH CODE ANN., to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency has published its "Final Rule" setting forth the National Pollutant Discharge Elimination Systems permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality, has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System ("UPDES"); and

WHEREAS, the rules and regulations provide that where more than one public entity owns or operates a municipal separate storm sewer within a geographic area (including adjacent or interconnected municipal separate storm sewer systems), such entities may be co-applicants to the same application and permit renewal; and

WHEREAS, the State of Utah has issued a UPDES permit (Permit No. UTS000001, the “Permit”) to the Jordan Valley Municipalities, including the COUNTY and the CITY. A copy of the Permit is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, Section 1.5.1.2 of the Permit provides, in addition to the Jordan Valley Municipalities including the COUNTY and the CITY, additional operators of small municipal separate storm sewers within the boundaries of Salt Lake County which sign on during the course of the permit cycle may also be co-permittees under the Permit; and

WHEREAS, the COUNTY and the CITY desire to sign on as co-permittees under the Permit and participate in the Jordan Valley Municipalities UPDES municipal storm water permit program under the terms and conditions set forth in the Permit and in this Agreement; and

WHEREAS, the parties now desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as co-permittees under the Permit;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

**A G R E E M E N T**

1. The COUNTY and the CITY agree to be co-permittees under the existing Permit for the geographic area, which includes all of the municipal separate storm water systems

belonging to and operated by the parties to this Agreement as described in Section 1.2.1 of the Permit and in “Exhibit B.”

2. As co-permittees, each party agrees to implement and enforce within its own jurisdiction its own responsibilities for complying with the Permit requirements including, but not limited to, those responsibilities and requirements listed in the Co-Permittee Accountability statement. The Co-Permittee Accountability statement is attached hereto as Exhibit “C” and incorporated herein.

3. Each party shall be responsible to pay the costs relating to its own stormwater systems. The parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit. Detailed services to be provided and reimbursement thereof is set forth in the interlocal media agreement, already in place, which is attached hereto as Exhibit “D” and incorporated herein.

4. To the maximum extent possible, the parties agree to assist each other in providing and sharing information, maps, data, drawings, plans and other resources necessary to comply with the Permit requirements. Co-permittees may also collaborate on projects, programs and control measures as may be required in Sections 1.6.1.2, 1.6.1.3 and 4.4 of the Permit. Exhibit “C” will be amended as necessary to include specific assignments.

5. The parties agree the duration of this Agreement shall commence upon entry and shall run concurrent with the duration of the Permit, which expires at midnight on September 4, 2018. The parties agree that this Agreement shall not apply to any subsequent permits or co-permits unless the parties agree in writing to extend this Agreement.

6. No separate entity is created by this Agreement; however, to the extent that any

administration of this Agreement becomes necessary, then the Public Works Director or City Engineer of each party, or their designees, shall constitute a joint board for such purpose.

7. In the event any property is jointly acquired and paid for by the parties for this undertaking, then it shall be divided as the parties' representatives shall agree; or, if no agreement is reached, then it shall be divided according to their respective payments for property; or, if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this agreement, then the property so purchased shall be and remain the property of the party which purchased it.

8. This Agreement embodies the entire agreement between the parties hereto and cannot be altered except in a written amendment signed by the parties.

9. Liability and Indemnification. The Parties are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. Section 63G-7, as amended (the "Immunity Act"). There are no indemnity obligations between these parties. Consistent with the terms of the Immunity Act, it is mutually agreed that each Party is responsible and liable for its own 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 available under the Immunity Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective as of the day and year first written above.

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

Approved as to form:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_ **CITY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Date: \_\_\_\_\_

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-02

A RESOLUTION APPROVING AND RATIFYING ENTRY  
INTO A FIFTH AMENDMENT TO OFFICE LEASE  
WITH WLA UPU-1 AND -2, LLC

**WHEREAS**, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 28 January 2014 to consider, among other things, approving the City's entry into the "Fifth Amendment to Office Lease" (the "*Agreement*") with WLA UPU-1 and -2, LLC ("*Landlord*") concerning an emergency exit door in the City's third floor council chambers; 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 Cottonwood Heights that the attached Agreement is hereby approved, 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. 2014-02, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 28 January 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Kory Solorio, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of January 2014.

**RECORDED** this \_\_\_ day of January 2014.

612430.1

**FIFTH AMENDMENT TO OFFICE LEASE**

WLA UPU-1 and 2, LLC/Cottonwood Heights

**THIS AMENDMENT** (this “*Amendment*”) is entered into as of the 14<sup>th</sup> day of January, 2014, between **WLA UPU-1 AND 2, LLC**, a Utah limited liability company (“*Landlord*”), and **COTTONWOOD HEIGHTS**, a Utah municipality (“*Tenant*”). (Landlord and Tenant are referred to in this Amendment collectively as the “*Parties*” and individually as a “*Party*.”)

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definition—Lease. As used in this Amendment, “*Lease*” means the Office Lease, dated January 14, 2005, as previously amended by the First Amendment to Office Lease, dated September 4, 2007, the Second Amendment to Office Lease, dated March 27, 2008, the Third Amendment to Office Lease, dated June 9, 2010, and the Fourth Amendment to Office Lease, dated June 14, 2013, all entered into between Landlord, as landlord, and Tenant, as tenant, and, where applicable, as amended by this Amendment. Any term used in this Amendment that is capitalized but not defined shall have the same meaning as set forth in the Lease.

2. Purpose. The Parties desire to amend the Lease in accordance with the terms and conditions set forth in this Amendment.

3. Amendment. The Premises has a door that opens into the space adjacent to the Premises currently leased and occupied or to be occupied by Thyssenkrupp Elevator Corporation, a Delaware corporation. Landlord shall modify such door in accordance with the attached Exhibit A. Thereafter, and as an inducement to Landlord to make such modifications to such door, Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys’ fees and costs) caused by or arising from any person entering into such adjacent space through such door from the Premises.

4. General Provisions. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. Except as set forth in this Amendment, the Lease is ratified and affirmed in its entirety. This Amendment shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

*[Remainder of page intentionally left blank; signatures on following page]*

**THE PARTIES** have executed this Amendment on the respective dates set forth below, to be effective as of the date first set forth above.

***LANDLORD:***

**WLA UPU-1 AND 2, LLC,**  
a Utah limited liability company,  
by its Managing Member:

**WLA UPU MANAGER LLC,**  
a Utah limited liability company

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

***TENANT:***

**COTTONWOOD HEIGHTS,**  
a Utah municipality

By \_\_\_\_\_

Print or Type Name of Signatory:

\_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**

**to**

**FIFTH AMENDMENT TO OFFICE LEASE**

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**DOOR MODIFICATIONS**

1. Add electronic monitoring device and lock to provide egress through door via a key fob/card.
2. The electronic monitoring device will be tied to the building security system. Each time the door is opened, the time/date and owner of the key fob/card will be stored for auditing purposes.

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-03

A RESOLUTION APPROVING A REPAIR AGREEMENT  
WITH OVERLOOK AT OLD MILL HOMEOWNERS ASSOCIATION, INC.  
(3000 EAST WALL)

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 28 January 2014 to consider, among other things, approving the City’s entry into a “Repair Agreement” (the “*Agreement*”) with Overlook at Old Mill Homeowners Association, Inc. concerning a retaining wall on 3000 East in the City; 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 Cottonwood Heights that the attached Agreement is hereby approved, 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. 2014-03, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 28 January 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of January 2014.

**RECORDED** this \_\_\_ day of January 2014.

612463.1

**AFTER RECORDING, RETURN TO:**

**Cottonwood Heights**

Attn: City Recorder

1265 East Fort Union Blvd., Suite 250

Cottonwood Heights, UT 84047

**Repair Agreement**  
**(3000 East Wall)**

**THIS REPAIR AGREEMENT** (this "*Agreement*") is made effective \_\_ January 2014 between the **OVERLOOK AT OLD MILL HOMEOWNERS ASSOCIATION, INC.**, a Utah non-profit corporation whose address is c/o Michael F. Richards, President, 2949 Juliet Way, Cottonwood Heights, UT 84121 ("*Association*"), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 ("*City*").

**RECITALS:**

A. In approximately 1994, in connection with the development of the "Overlook at Old Mill" subdivision (the "*Project*"), a retaining wall (the "*Wall*") made of concrete blocks (the "*Blocks*") was installed by the Project's developer, Johansen Thackeray & Co. Inc. ("*Developer*"), behind the public sidewalk along the 3000 East side of the Project.

B. Over the intervening 19 years, the Blocks have deteriorated. The Wall's ability to retain the uphill slope appears to be gradually diminishing, and debris from the Wall falls to the sidewalk and roadway below, necessitating expenditure of public funds by City to monitor and remove that debris.

C. If the Wall is not repaired or replaced (collectively, "*repairing the Wall*"), then it is likely that the Wall eventually will fail, possibly resulting in a landslide onto the 3000 East right of way and related damage to public and private property.

D. Consequently, City has engaged in discussions concerning repairing the Wall with Association (which represents all of the owners of the 65 lots located in the surrounding Project) and the owners of the six lots that directly abut the Wall (the "*Owners*").

E. Such discussions have been complicated by the fact that the parties disagree concerning who bears legal responsibility for repairing the Wall:

(1) City believes that repairing the Wall is the responsibility of either:

(a) Association, on the theory that the Wall is part of the Project's private infrastructure because (i) over half of the composite retaining system that includes the Wall is physically located within the boundaries of Project, (ii) the Wall is private infrastructure of the Project because it was installed by Developer in order to gain approval of the Project by

Salt Lake County (which then had jurisdiction over the Project) (“*County*”), and a public dedication conveying ownership of the Wall has never been accepted by either County or City, and (iii) in any event, item 6 of an approval letter to Developer dated 24 September 1994 from County states that the streetscape along 3000 East is to be maintained by Association, which City believes includes the Wall; and/or

(b) The Owners, because the Wall is located on or adjacent to their lots, and serves to physically retain the slopes of those lots.

(2) On the other hand, Association believes that repairing the Wall is the responsibility of either:

(a) The Owners, because the Wall is located on or adjacent to their lots, and serves to physically retain the slopes of those lots, and/or

(b) City, on the theory that the Wall is public infrastructure.

(3) And finally, the Owners believe that repairing the Wall is the responsibility of either:

(a) Association, on the theory that the Wall is private infrastructure of the entire Project because it was installed by Developer in order to gain County’s approval of the Project, and/or

(b) City, on the theory that the Wall is public infrastructure.

F. Given the fundamental disagreement concerning who is legally responsible for repairing the Wall, and to avoid the delay, expense and uncertainty of litigation, City and Association (each, a “*Party*,” and collectively, the “*Parties*”) desire to resolve the impasse as specified in this Agreement.

G. This Agreement constitutes the entire agreement between the Parties concerning its subject matter, and supersedes any and all prior negotiations and/or agreements between them concerning such matters, including, without limitation, a letter of intent between the Parties dated 30 November 2013.

### **A G R E E M E N T**:

**NOW THEREFORE**, in consideration of the premises, the mutual covenants and undertakings of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. **New Wall**. Before 31 December 2014, City shall cause the Wall to be removed and replaced with a new, block retaining wall. Such work (the “*Work*”) shall be performed by licensed, bonded contractors/subcontractors reasonably selected by City, pursuant to plans and specifications prepared by City’s engineer. Although City shall contract for and oversee all aspects of repairing the Wall, City shall have no obligation to contract for, commence or otherwise undertake repairing the Wall until this Agreement has been mutually executed and

delivered by City and Association and Association has executed and delivered the Note (defined below) to City.

As part of the Work, City will be responsible for substantially repairing any damage to the landscaping, fencing, irrigation, exterior lighting and similar aspects of Owners' lots caused by the City's work in repairing the Wall.

Section 2. **Allocation of Cost.** The total estimated cost of the Work is \$187,500. Association shall pay \$90,000 of the final cost (the "*Cost*") of repairing the Wall and City shall pay the balance, provided that City's share of the Cost shall be at least equal to Association's share. How Association's \$90,000 share is allocated to and paid by its members (the "*HOA Members*," which include the Owners) is entirely in Association's discretion.

Section 3. **Payment.** Association's share of the Cost will be evidenced by a promissory note from Association to the City (the "*Note*"). The Note will be in the principal amount of \$90,000 (less any prior payment by Association against that amount); will bear interest at the Utah "Public Treasurer's Investment Fund" rate (also called the "*PTIF rate*," which currently is less than 1% per annum), adjusted annually on each anniversary of the Note; and will be payable in ten annual amortized installments. The balance due under the Note may be prepaid in whole or in part.

If any HOA Members elect to prepay their assessed portions of Association's share of the Cost, then Association promptly shall pay over such funds to City, and the balance due under the Note shall be reduced accordingly.

Section 4. **Future Repair, Replacement and Maintenance.** Future repair or replacement responsibilities for the repaired Wall shall be equally shared by City and Association or their successors. Routine maintenance (if any is advisable) of the repaired Wall, the uphill slope retained by the Wall, etc. shall be performed by Association at its cost. City shall continue to provide snow removal from the abutting public sidewalk in accordance with City policies and procedures and at City's cost.

Section 5. **Constructive Notice.** Record notice of Association's repair, replacement and maintenance responsibilities concerning the repaired Wall shall be publicly given as follows: (a) by recording this Agreement as an encumbrance against the common areas of the Project, which common areas are described on the exhibit that is annexed hereto; and (b) by including an advisory note on the subdivision plat of the Project concerning Association's responsibilities concerning the Wall. Association hereby consents, on behalf of all of the HOA Members, to such modification of the plat of the Project, and Association promptly shall cooperate with City to so provide recorded, constructive notice concerning Association's responsibilities under the Agreement.

Section 6. **Additional Provisions.** The following provisions are also an integral part 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) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(g) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, each of whom has had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

(h) Attorneys' Fees. If any action or proceeding is brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding.

(i) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (i) upon personal delivery or actual receipt thereof by hand delivery or by facsimile transmission, (ii) upon acceptance or refusal of delivery by Federal Express or a similarly reputable guaranteed overnight delivery service, or (iii) within three days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing.

(j) Time of Essence. Time is the essence of this Agreement.

(k) Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be withheld, conditioned or delayed unreasonably.

(l) Survival. All of the parties' respective representations, covenants and warranties and obligations (including, without limitation, any obligation to indemnify) set forth herein shall survive any closings and the delivery of any deeds, bills of sale or the like contemplated herein.

(m) Force Majeure. Each date by which a condition or obligation set forth herein must be satisfied shall be extended by the number of days during which satisfaction of such condition or obligation is necessarily delayed by strikes; lockouts; civil strife; war; natural disasters; acts of God; unavailability of materials or supplies; delays by governmental authorities or any lender in giving any required approvals; or any other events beyond the control of the party required to perform, so long as the party charged with performance in that situation diligently pursues such performance.

(n) Default. If a party defaults hereunder and such default continues following at least 20 days' prior written notice and opportunity to cure from the non-defaulting party to the defaulting party, the non-defaulting party may pursue any and all remedies that are available in equity or at law.

[Signature page follows.]

**CITY:**

**COTTONWOOD HEIGHTS,**  
a Utah municipality

Attest: \_\_\_\_\_  
**Kory Solorio, Recorder**

\_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE    )

On \_\_ January 2014, personally appeared before me **Kelvyn H. Cullimore, Jr.** and **Kory Solorio**, who duly acknowledged to me that they executed the foregoing instrument as the mayor and the recorder, respectively, of **COTTONWOOD HEIGHTS**, a Utah municipality.

\_\_\_\_\_  
Notary Public

**ASSOCIATION:**

**OVERLOOK AT OLD MILL**  
**HOMEOWNERS ASSOCIATION, INC.,**  
a Utah non-profit corporation

Attest: \_\_\_\_\_  
**Keith Wallace, Secretary**

By: \_\_\_\_\_  
**Michael F. Richards, President**

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE    )

On \_\_ January 2014, personally appeared before me **Michael F. Richards** and **Keith Wallace**, who duly acknowledged to me that they executed the foregoing instrument as the president and the secretary, respectively, of **OVERLOOK AT OLD MILL HOMEOWNERS ASSOCIATION, INC.**, a Utah non-profit corporation.

\_\_\_\_\_  
Notary Public

# Exhibit to Repair Agreement

(Legal description of Project's Common Areas)

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-04

A RESOLUTION TENTATIVELY ADOPTING AN AMENDED BUDGET  
FOR THE PERIOD OF 1 JULY 2013 THROUGH 30 JUNE 2014;  
PROVIDING FOR PUBLIC INSPECTION OF SUCH BUDGET;  
ESTABLISHING THE TIME AND PLACE OF PUBLIC HEARING  
TO CONSIDER ADOPTION OF SUCH BUDGET; AND PROVIDING FOR  
NEWSPAPER PUBLICATION OF SUCH PUBLIC HEARING

**WHEREAS**, the Uniform Fiscal Procedures Act for Utah Cities (UTAH CODE ANN. §10-6-101 *et seq.*) (the “*Act*”) provides, among other things, that (a) the mayor or other budget officer shall propose a tentative budget for the upcoming fiscal year to the city’s governing body; (b) the city’s governing body shall review, consider (and amend, as advisable) and tentatively adopt such tentative budget; (c) such tentative budget shall be available for public inspection for at least ten days prior to adoption of a final budget; (d) the city’s governing body shall hold a public hearing concerning the tentative budget following at least seven days’ prior notice in a newspaper of general circulation and on the Utah Public Notices Website; and (e) following such public hearing, the city’s governing body may adopt a final budget as provided in the Act; and

**WHEREAS**, the Act provides that those same procedures be followed for a proposed amendment to an adopted budget for a current fiscal year;

**WHEREAS**, at a meeting of the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) on 21 January 2014, Steven Fawcett, the City’s budget officer, filed with the Council a proposed amended budget for the City for the current fiscal year and an accompanying budget message as required by the Act; and

**WHEREAS**, as part of its 28 January 2014 regular meeting, the Council reviewed and considered the proposed amended budget (the “*Amended Budget*”) for the current fiscal year; and

**WHEREAS**, the Council desires to fully comply with the requirements of the Act regarding adoption of the Amended Budget for 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 tentatively adopt the Amended Budget as presented by the City’s budget officer;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that such council hereby (a) tentatively adopts the Amended Budget; (b) orders that a public hearing (the “*Hearing*”) concerning the Amended Budget be held on Tuesday, 11 February 2014, beginning at 7:00 p.m., or as soon thereafter as practical, at 1265 East Ft. Union Blvd., Suite 300, Cottonwood Heights, Utah, at which time all interested persons in attendance shall be given the opportunity to be heard, for or against, the Amended Budget; (c) orders that a copy of the Amended

Budget be available for public inspection in the office of the City's recorder (the "Recorder") at 1265 East Ft. Union Blvd., Suite 250, Cottonwood Heights, Utah for at least ten days prior to the Hearing; and (d) orders the Recorder to assure that notice of the Hearing be (i) published at least seven days prior to the Hearing in at least one issue of a newspaper of general circulation published in Salt Lake County, Utah, and (ii) timely posted on any public notice website required by law.

This Resolution, assigned no. 2014-04, shall take effect immediately upon passage as provided herein.

**PASSED AND APPROVED** this 28<sup>th</sup> day of January 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

**ATTEST:** By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of January 2014.

**RECORDED** this \_\_\_ day of January 2014.

612459.1

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2014-05

### A RESOLUTION DESIGNATING REPRESENTATIVES TO THE VECC BOARD OF TRUSTEES

**WHEREAS**, UTAH CODE ANN. §11-13-101, *et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, in 1988, Salt Lake County and a number of Salt Lake Valley municipalities entered into an interlocal agreement (the “*Interlocal*”) to form the Salt Lake Valley Emergency Communication Center (“*VECC*”), a 9-1-1 police, fire and emergency medical services dispatch agency; and

**WHEREAS**, the city of Cottonwood Heights (the “*City*”) was incorporated effective 14 January 2005 and became a member of VECC in November 2006; and

**WHEREAS**, the Interlocal has been amended various times during the intervening years; and

**WHEREAS**, section 9 of the current Interlocal provides that VECC is governed by a board of trustees (the “*Board*”) appointed by VECC’s members, provided that a member’s regular representative to VECC’s board, and any alternative representative to serve during that regular representative’s absence, shall be the mayor, city council member, board member, chief executive officer or other senior level manager of such member; and

**WHEREAS**, the City desires to formalize the appointment of a regular member and an alternate member to the Board; and

**WHEREAS**, on 28 January 2014, the City’s municipal council (the “*Council*”) met in regular session to consider, among other things, appointing councilmember Michael L. Shelton as the City’s regular representative to the Board, and City manager John Park as the City’s alternate representative to the Board; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to appoint councilmember Michael L. Shelton as the City’s regular representative to the Board and to appoint City manager John Park as the City’s alternate representative to the Board;

**NOW, THEREFORE, BE IT RESOLVED** by the Cottonwood Heights city council that the City hereby appoints councilmember Michael L. Shelton as the City’s regular representative to the Board and appoints City manager John Park as the City’s alternate representative to the Board.

This Resolution, assigned no. 2014-05, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 28 January 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of January 2014.

**RECORDED** this \_\_\_ day of January 2014.

622456.1

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-06

### 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*”) a listing (the “*List*”) of such property (the “*Property*”) as required by Code §2.150.060(C); and

**WHEREAS**, the Council met on 28 January 2014 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 those items of the Property for which a minimum bid of over \$25.00 is designated on the attached List; and
3. The minimum bid for the remaining items of the Property (i.e.—those items of greater than nominal value) shall be as specified in the “City Council Minimum Bid” column of the 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 exceeds \$5,000 shall be as shown in the “Proposed Method of Disposition” and the “Method Used to Establish Min Bid Amt” columns of the List, which methods are hereby approved by the Council

This Resolution, assigned no. 2014-06, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 28 January 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of January 2014.

**RECORDED** this \_\_\_ day of January 2014.

612454.1

Cottonwood Heights Surplus Property Listing

1/27/2014 11:53

ITEM TYPE	Condition	MODEL - DESCRIPTION	SERIAL #	ORIGINAL DEPARTMENT	PROPOSED METHOD OF DISPOSITION	METHOD USED TO ESTABLISH MIN BID AMT	Date Purchased	"ORIGINAL" VALUE	AS IS RECOMMENDED MINIMUM BID VALUE	CITY COUNCIL MINIMUM BID
Computer Server	Very Good	IBM Power 520 (model 8203-E4A), dual-core 4.2 GHz POWER6 processor, 4GB 667 MHz RDIMM RAM, 2 - 300 GB 15k SAS hard drives, 4 - 73 GB 15k SAS hard drives, DVD drive, dual 1 Gb Ethernet, redundant 950 watt power supplies, SN 10B8C71. Approx. 5 years old.	10B8C71	Police	KSL, City Website or vendor specializing in used servers	City IT	2008	25,000.00	3,000.00	3,500.00
Computer Server	Very Good	IBM Power 720 (model 8202-E4B), 4-core 3.0GHz POWER7 processor, 8GB 1066MHz DDR3 RAM, 8 - 300GB 10k SAS hard drives, DVD drive, quad 1Gb Ethernet, redundant 1725 watt power supplies, internal LTO4 tape drive, SN 06E8CCP. Approx. 16 months old.	06E8CCP	Police	KSL, City Website or vendor specializing in used servers	City IT	2012	25,000.00	14,000.00	15,500.00
Chair	Good	Brown wood with black cushions rolling desk chair w/ arms	None	Police	KSL, City Website	KSL	2009	200.00	25.00	25.00
Chair	Good	Orange fabric rolling desk w/ arms	None	Police	KSL, City Website	KSL	2009	200.00	25.00	25.00