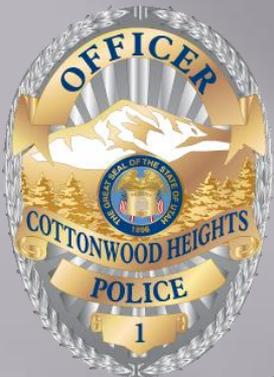


Cottonwood Heights Police Department September 2014

Public Safety Fair

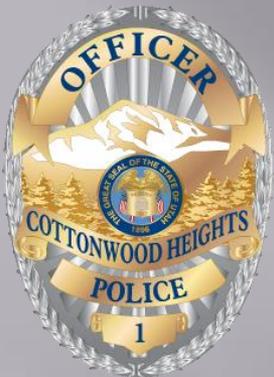


September 11,
2014



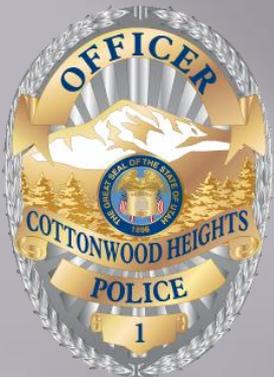
RADAR BASEBALL



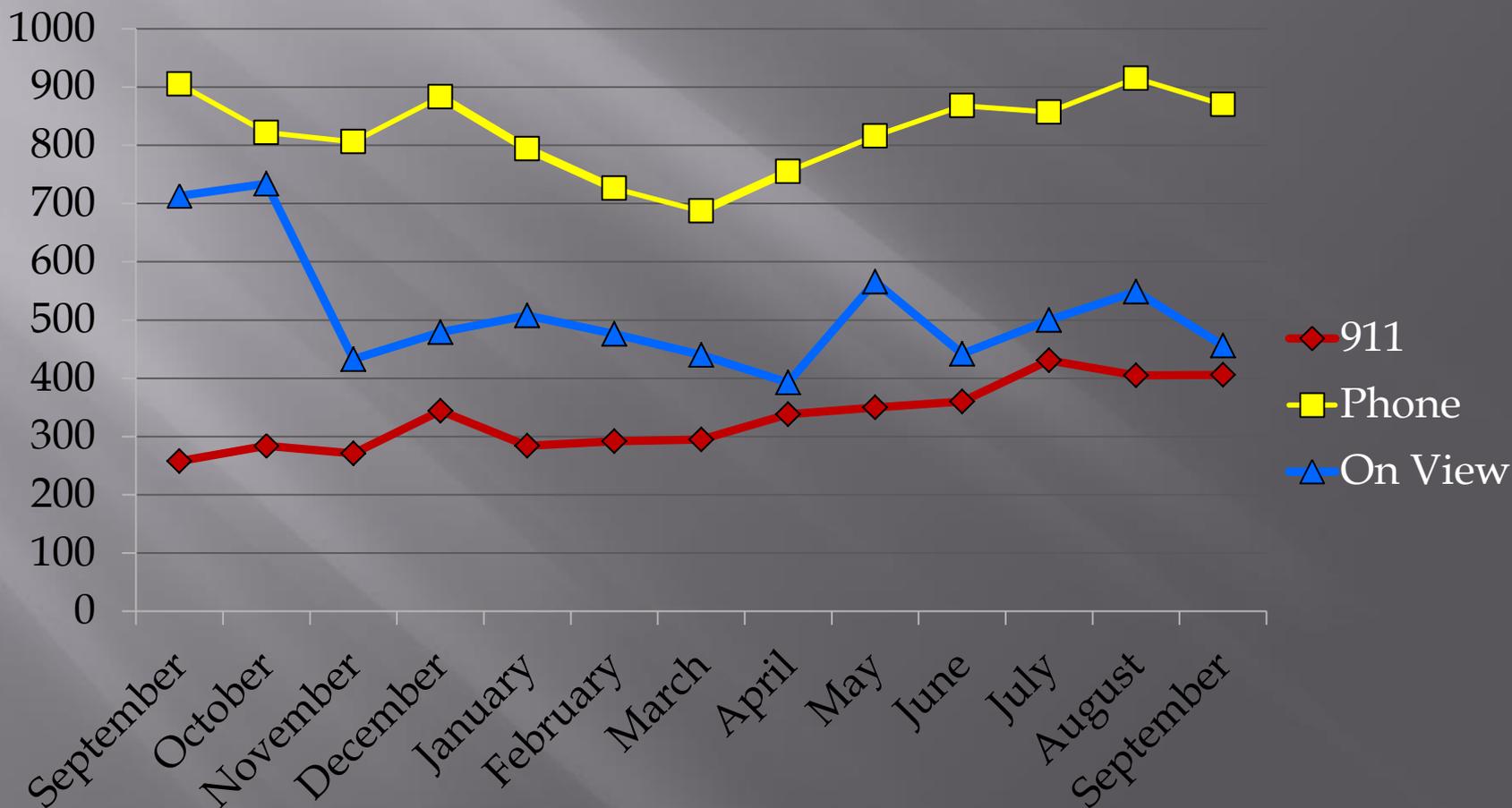


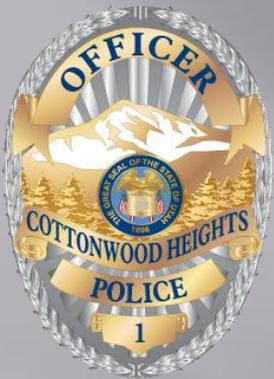
K-9/SWAT DEMO



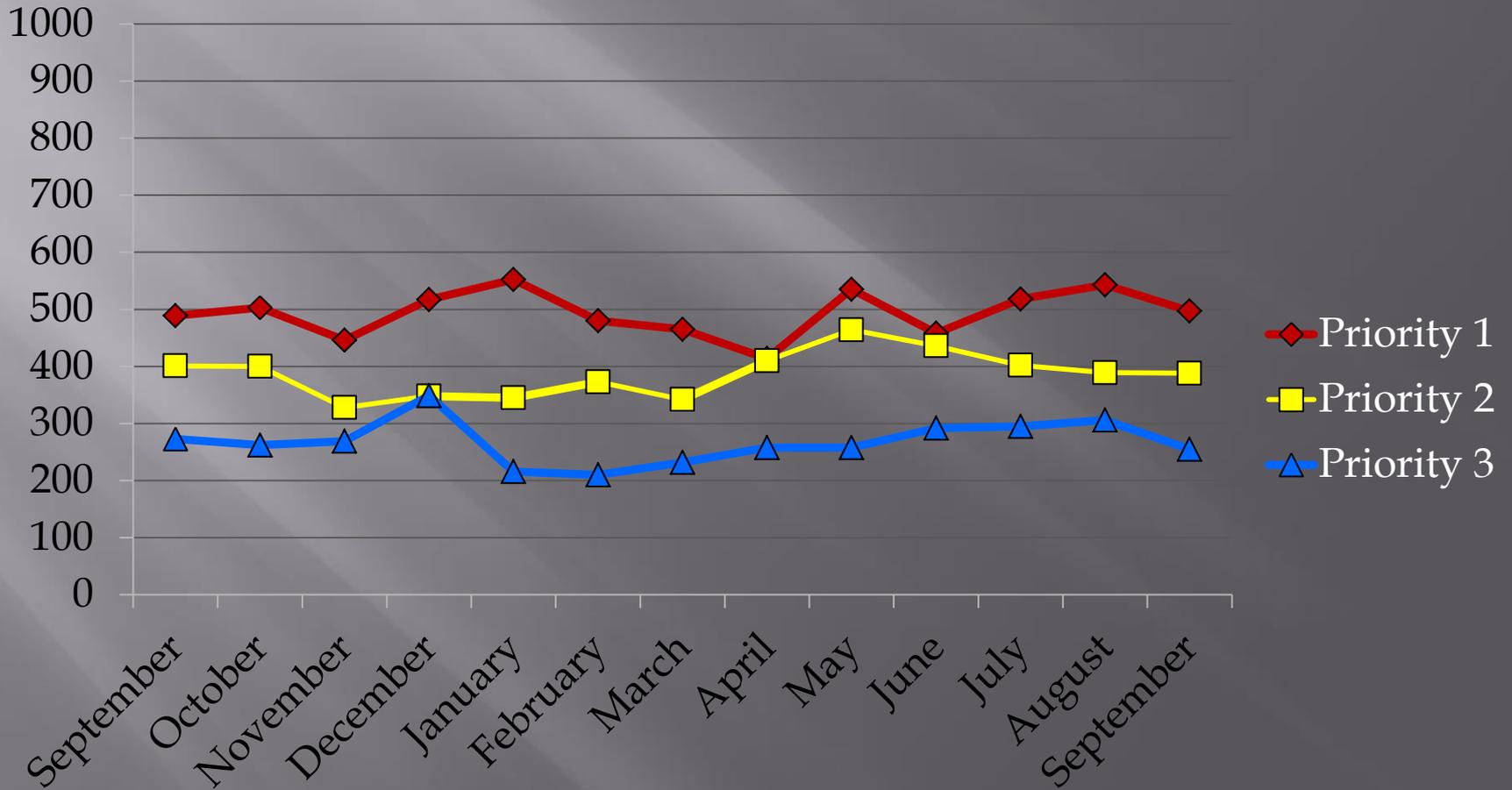


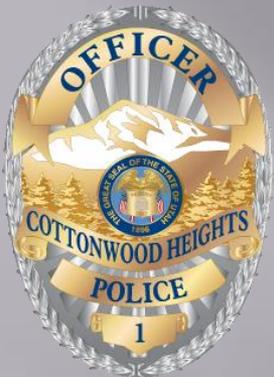
Calls For Service By Source



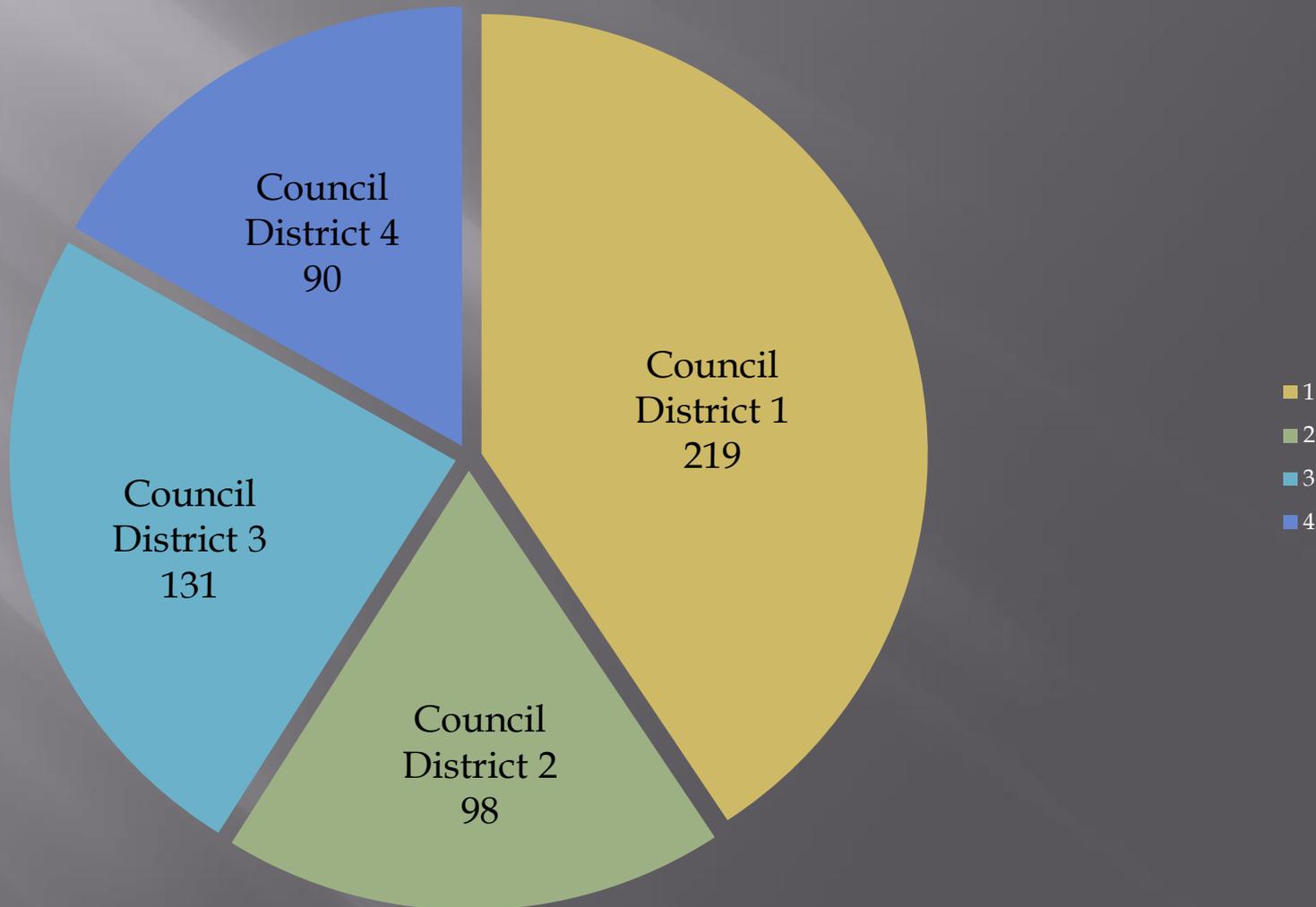


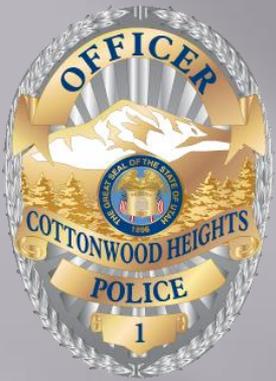
Calls for Service by Priority



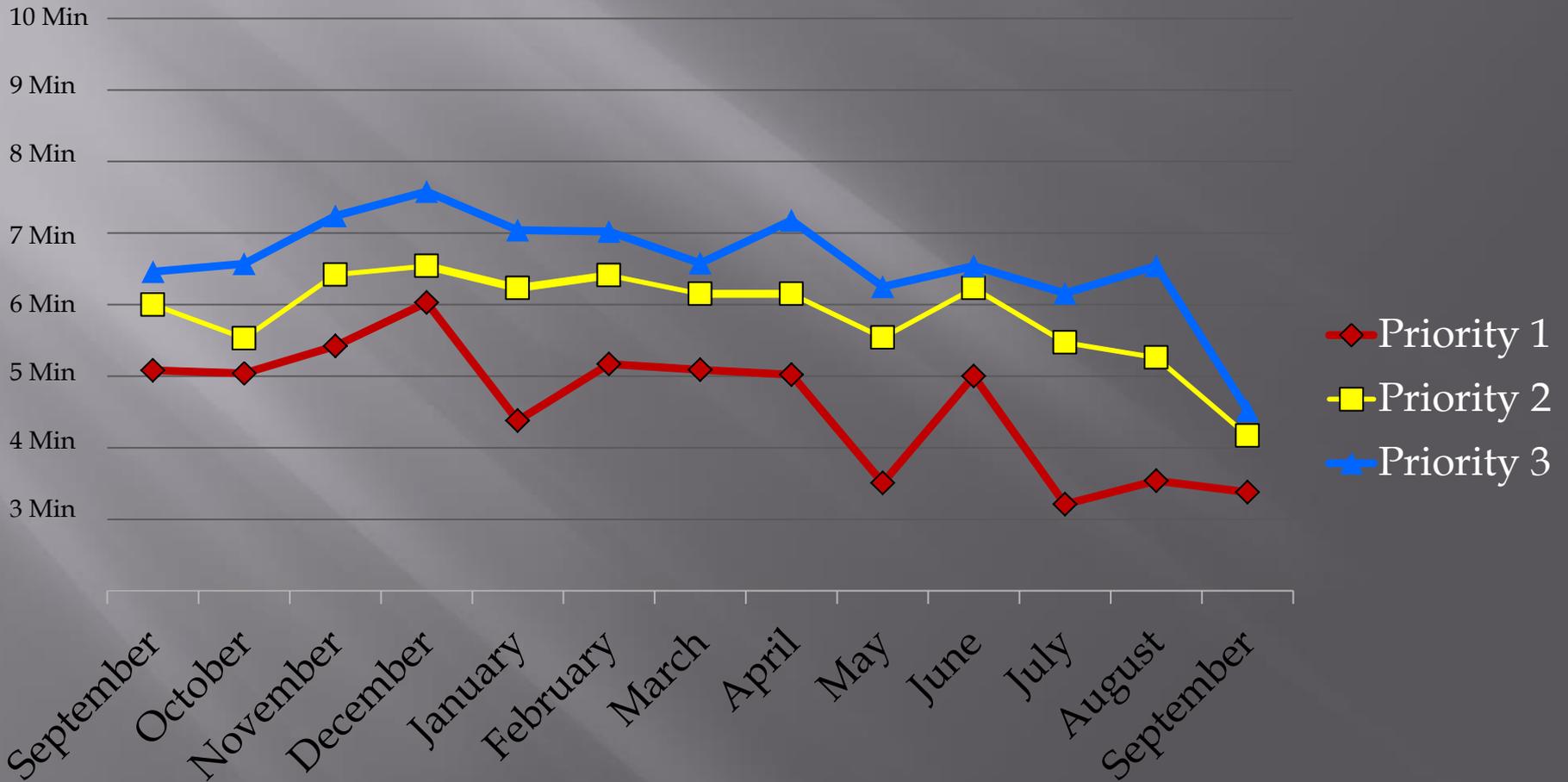


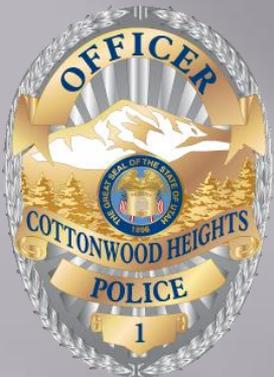
Reports by Council District





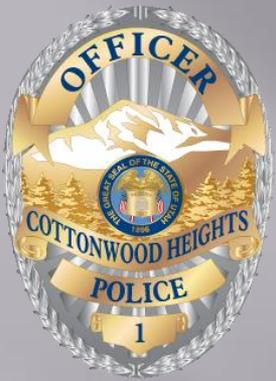
Response Times



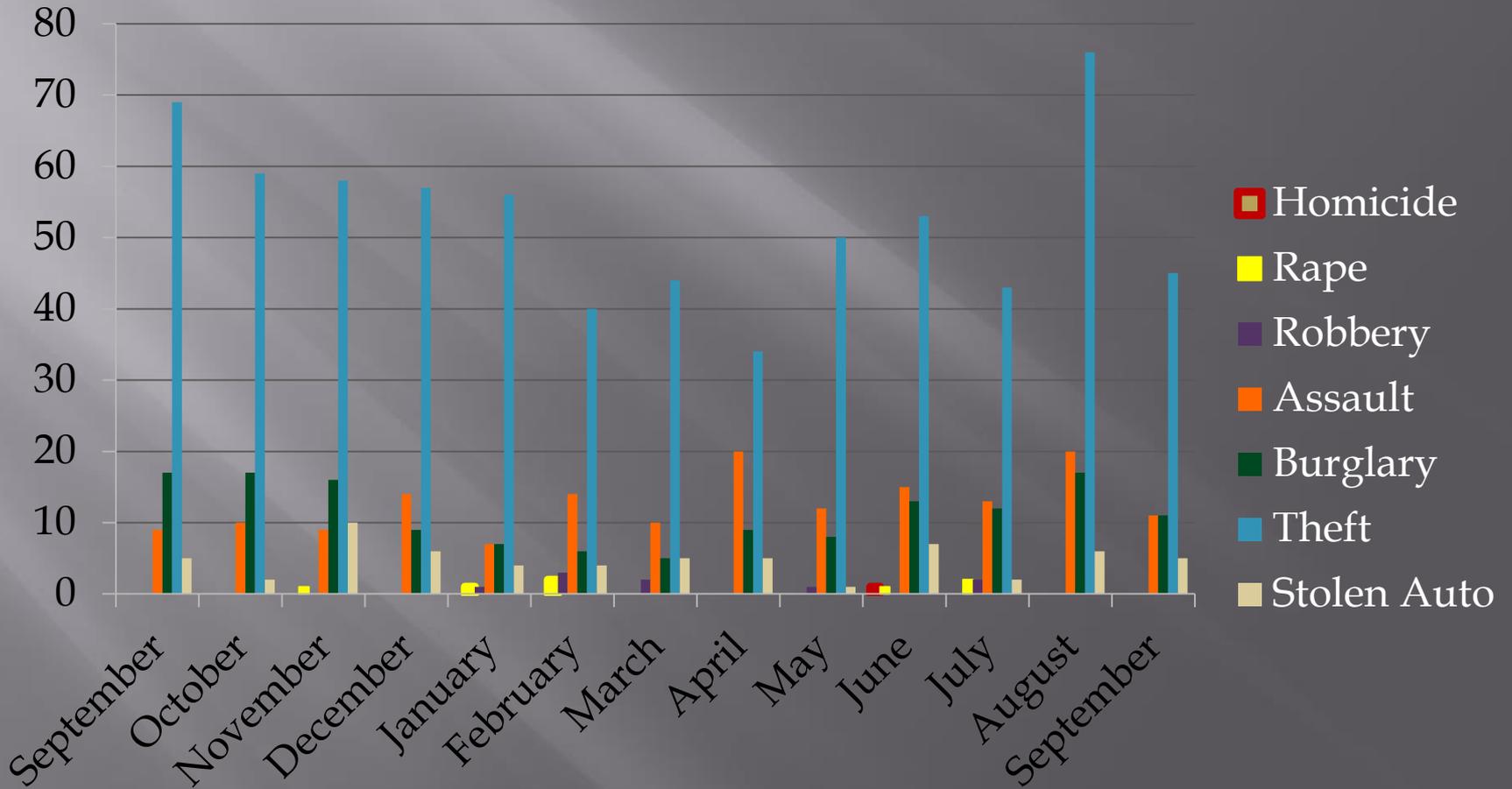


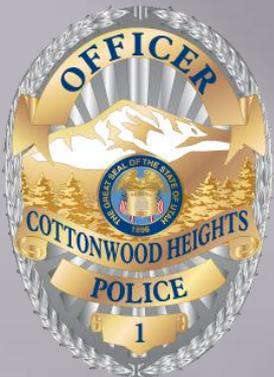
Overall UCR Crime View

	September 13	September 14
Homicide	0	0
Rape	1	0
Robbery	1	0
Assault	9	11
Burglary	17	11
Theft	69	45
Stolen Auto	5	5
Total	100	72

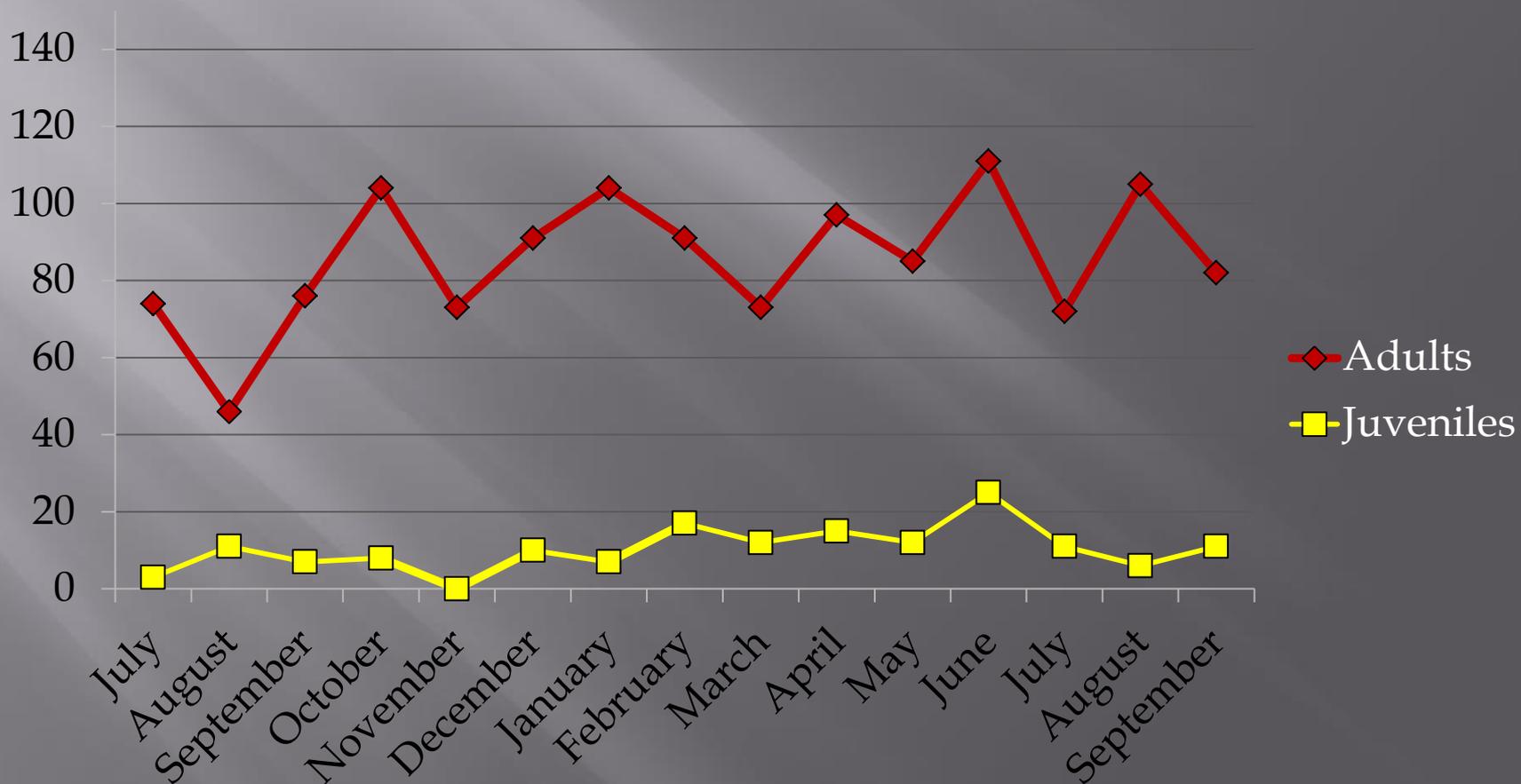


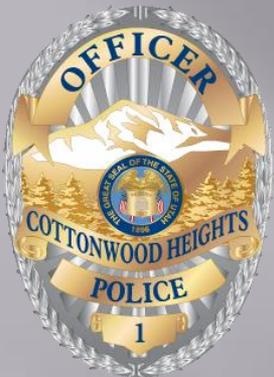
UCR Crime View





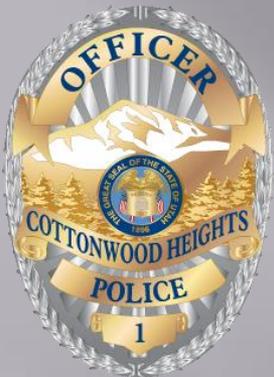
Arrests



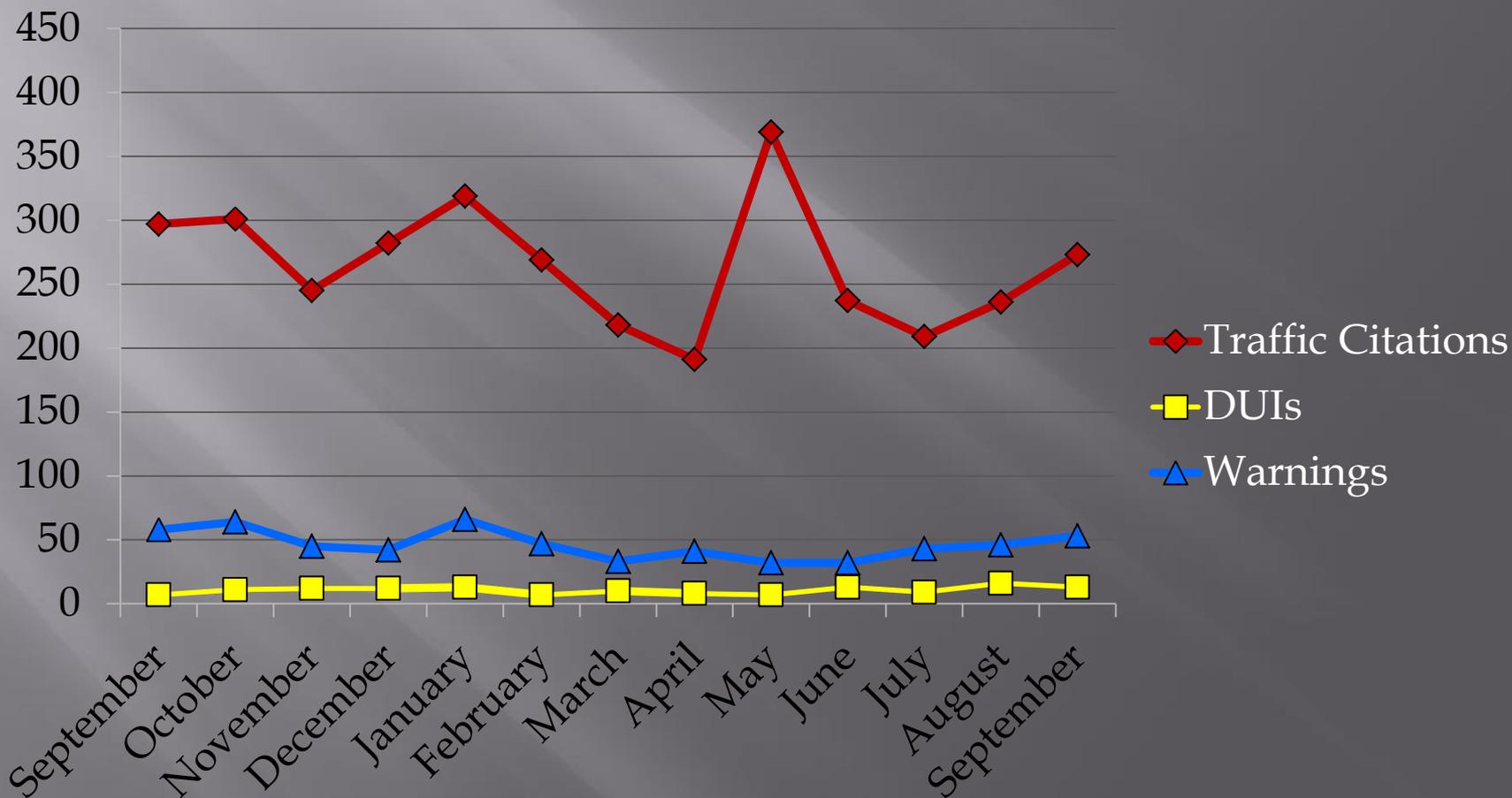


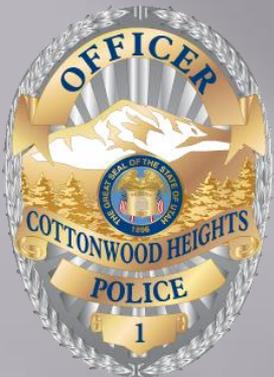
Arrests by Offense

Offense	Adult	Juvenile
Forcible Rape	1	
Aggravated Assault	2	
Theft	14	4
Auto Theft	1	
Other Assault	10	1
Forgery	4	
Possession of Stolen Property	2	
Vandalism	4	1
Weapons Offense	1	
Sex Offense	2	2
Sale / Manufacturing of Marijuana	1	
Possession of Marijuana	1	1
Possession of Other Drugs	7	
Family Offense	1	
DUI	13	
Liquor Laws	5	1
Drunkenness	5	
Disorderly Conduct	1	
All Other	7	1
Total	82	11

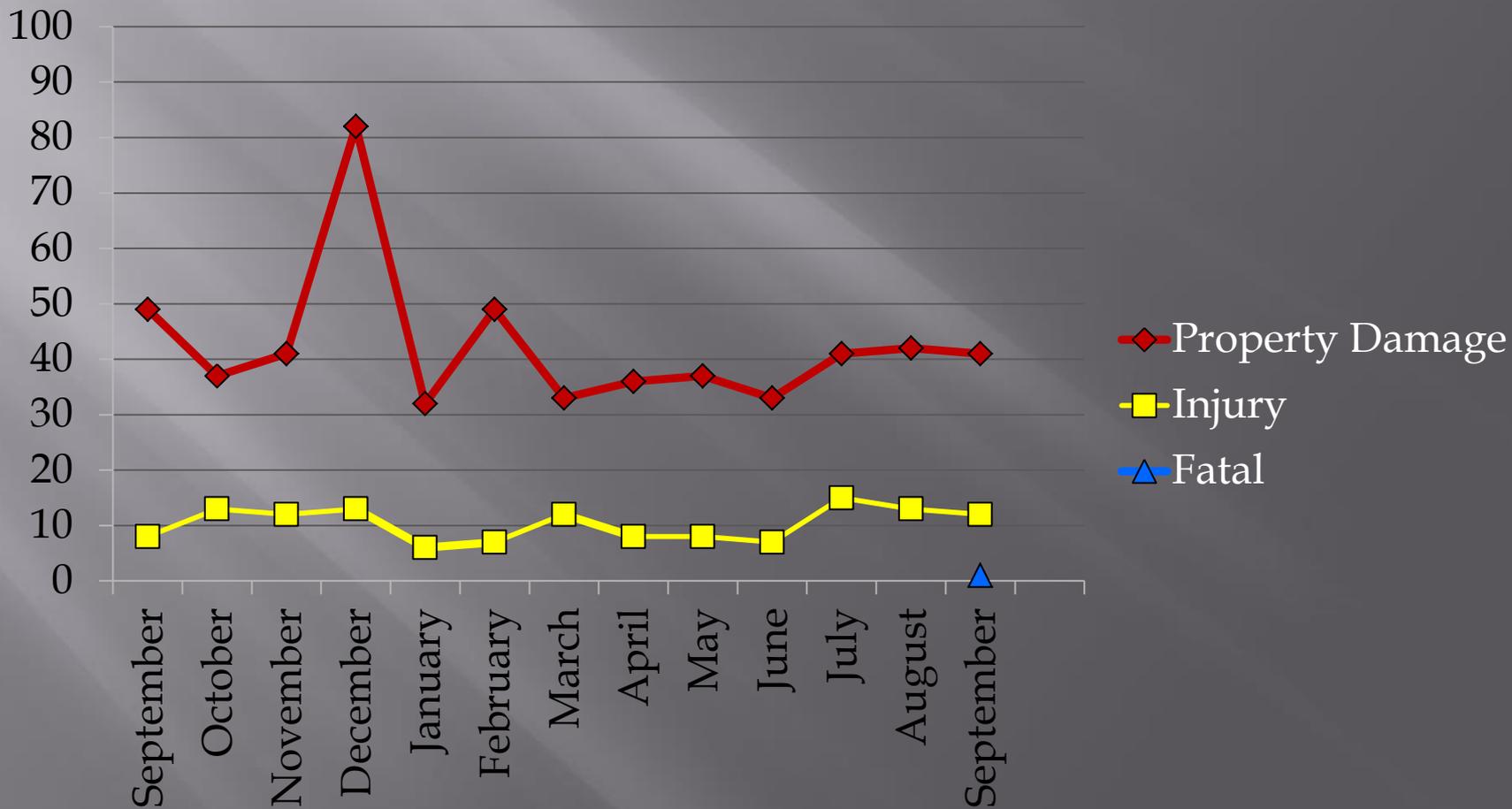


Traffic Citations & DUIs





Crashes





PUBLIC WORKS Status Report 10/14/2014

STREET AND SIDEWALK MAINTENANCE

M 10-01 Asphalt Maintenance (Terracare)

Budget: 946,000

YTD Expenditures: \$550,968.00

Object Code: 11-4415-360

Projected Completion Date: Ongoing

Update Summaries:

9/9 – Overlay work is underway with slurry to follow starting Sept. 18th

10/14 – Our asphalt maintenance is on hold until spring

Capital Improvement Projects

CIP 10-01 ADA Ramp Project

Budget: 65,000

YTD Expenditures:

Object Code: 45-7002-731 Projected Completion Date: Ongoing

Update Summaries:

9/9 – Quicksilver was the low bidder again this year, he will start sometime in Oct. and complete as much as weather will allow before weather shuts us down

10/14 – This work is on hold until spring

CIP 10-03 Signal Upgrades

Budget: 0

YTD Expenditures: 0

Object Code: 45-7019-730 Projected Completion Date: Ongoing

Update Summaries:

9/9 – No change

10/14 – Nothing new to report

CIP 10-04 Cross Gutter Replacement Program

Budget: 42,000

YTD Expenditures:

Object Code: 45-7012-731

Projected Completion Date: Ongoing

Update Summaries:

9/9 – Areas have been identified, work will start in Oct.

10/14 – This is on hold until spring

CIP Union Park Median Landscape Project

Budget: 1,200,000.00

YTD Expenditures: 735,000

Object Code: 45 7053 731

Projected Completion Date: 2013

Update Summaries:

9/9 – Staker is working on a schedule now to finish the overlay on Union Park Ave.

10/14 – Staker finished the overlay on the east side of Union Park Ave. We will be raising water valves soon

CHC.275-279 Ft. Union Park and Ride

Budget: \$925,000

YTD Expenditures: 169,705

Object Code: 45-7057-731

Project Completion Date: 2015

Update Summaries:

10/14 – Work is under way, storm drains are being installed along Ft. Union Blvd. and across Big Cottonwood Canyon Rd.

CHC.179 1700 East sidewalk Project

Budget: \$175,531

YTD Expenditures: 0

Object Code: 45-7052-731

Project Completion: 2014

Update Summaries: Work has not started

STORM DRAIN MAINTENANCE (SD)

SD 10-01 Storm Water Capital Facilities Plan Update

Budget: 0 YTD Expenditures: 0

Object Code: 45-7024-330 Projected Completion Date: March 2011

Update Summaries:

10/14 – Nothing new to report

SD 10-02 Storm Drain Mapping and Condition

Budget: 184,089 YTD Expenditures: 8,750

Object Code: 45-7009-733 Projected Completion Date: Ongoing

Update Summaries:

10/14 – Mapping continues as new lines and manholes are found and raised to grade

CONTRACT SERVICES (CS)

CS10-01 Terracare Contract

Budget: 1,400,000 YTD Expenditures: 230,280

Object Code: 11-4415-360 Projected Completion Date: Ongoing

Update Summaries:

9/9 – Work continues on concrete replacement, tree trimming, weed removal, asphalt patching and prep work for overlay and slurry work

10/14 – Terracare continues to replace concrete, cut weeds and patch asphalt. Preparations for winter are under way, plows and spreaders are being mounted on trucks and calibrated. The trucks are being serviced and part time drivers are running routes to become familiar with their areas.

CS10-02 Trip Hazard Mitigation Contract

Budget: 75,000 YTD Expenditures: 7,775
Object Code: 45 799 7099 000 Projected Completion Date: 2012
Update Summaries:
9/9 – Precision has cut 211 trip hazards so far, work continues
10/14 – Work is ongoing along Bengal Blvd

CS10-03 Cottonwood Heights Recreation Center Contract

Budget: YTD Expenditures: 71,823
Object Code: 45-7027-717 Projected Completion Date: Ongoing
Update Summaries:
9/9 – Summer maintenance of parks and trails continue
10/14 – Preparation for winter are underway, sprinkler lines are being blown out and winterized.

CS10-04 Street Sweeping Contract

Budget: 60,000 YTD Expenditures:
Object Code: 11-4415-427-415 Projected Completion Date: Ongoing
Update Summaries:
9/9 – Sweeping has been completed
10/14 – Waiting for our next turn and for more leaves to fall. We have asked for a price to do additional sweeping to help with falling leaves from Jacketta Sweeping

RESEARCH AND STUDIES (RS)

No new studies are being done at this time

BEAUTIFICATION PROJECTS (RB)

RB10-01 Big Cottonwood Canyon Trail Project

Budget: 196,000 YTD Expenditures: 55,745
Object Code: 45 7015 735 Projected Completion Date: 2013

Update Summaries:

9/9 – We met with UDOT again and went through items lacking information before closeout can occur. Gilson has the list and is working on it

10/14 – Final paperwork is being submitted for project close out currently

PROGRAM IMPLEMENTATION (PI)

PI 10-01 Street Lighting Program

Budget: 0 YTD Expenditures: 0

Object Code: 45-7020-734 Projected Completion Date: June 2011

Update Summaries:

9/9 – Costs are back for the installation of underground power, costs will be presented to the council on 9/9/14 for direction

10/14 – We are still in discussions with Allyson Kimball regarding the lighting on Prospector Dr.

PI 10-02 50/50 Sidewalk Replacement Program

Budget: 50,000 YTD Expenditures:

Object Code: 45-7028-717-415 Projected Completion Date: June 2011

Update Summaries:

9/9 – Terracare crews continue to work on resident requests. Quicksilver will also be doing some once they are on site

10/14 – Terracare will finish a few more and then concentrate on snow removal preparations. Some residents will be on hold with their 50/50 requests until spring

PI 09-03 Traffic Calming Program

Budget: 0 YTD Expenditures:

Object Code: 45-7007-730 Projected Completion Date: June 2011

Update Summaries:

9/9- No new requests have been received.

10/14 – Several phone calls have been received regarding “Traffic Calming” but no petitions have come in. I have a Radar Speed sign in storage and have asked the county to install it on Nantucket/2325 east. I have not got a time frame for that installation back from them yet

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective 23 September 2014 by and between **MURRAY CITY CORPORATION**, a Utah municipal corporation (“*Murray*”), and **COTTONWOOD HEIGHTS**, a Utah municipal corporation (“*Cottonwood Heights*”).

RECITALS:

A. UTAH CODE ANN. 11-13-202 and other provisions of the Interlocal Cooperation Act (UTAH CODE ANN. 11-13-101 *et seq.*) (the “*Act*”) provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

B. Section 11-13-214 of the Act provides that a public agency may convey property to another public agency for consideration as may be agreed upon.

C. The parties are public agencies for purposes of the Act. As contiguous municipalities, Murray and Cottonwood Heights collaborate on various issues pursuant to other interlocal agreements between them.

E. Cottonwood Heights owns a surplus IBM Power 720 server (model 8202-E4B, serial number 06E8CCP) (the “*Server*”), which is suitable for use in municipal law enforcement activities using Spillman software.

E. Murray is in need of a Spillman-compatible server, and desires to obtain the Server from Cottonwood Heights.

F. Cottonwood Heights desires to convey the Server (1) in consideration of Murray allowing Cottonwood Heights’ police to use Murray’s police “shooting range” on such basis as Murray deems acceptable, and (2) to enhance law enforcement capabilities in the geographical area of the Salt Lake Valley where Cottonwood Heights and Murray are located.

G. The parties desire to memorialize their agreement concerning Cottonwood Heights’ conveyance of the Server to Murray for the purposes, and on the terms and conditions, specified in this Agreement.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

Section 1. **Conveyance of Server.** Cottonwood Heights hereby **sells, assigns, conveys** and **transfers** the Server to Murray. Such conveyance is “**AS IS, WHERE IS,**” with all faults, and without any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose. The foregoing exclusion of warranties does not include the warranty of title to the Server, however, and Cottonwood Heights warrants that it is the owner of the Server and has the right to convey legal title to the Server to Murray as provided in this Agreement.

Section 2. **Additional Act Provisions.** In compliance with the requirements of the Act and other applicable law:

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

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

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

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

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

Section 3. **General Provisions.** The following provisions are also integral parts of this Agreement:

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

(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 provision 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.

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

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

(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; or

(ii) Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

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

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

(l) Ethical Standards. The parties represent that they have not:

(i) Provided an illegal gift or payoff to any officer, employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party; or

(ii) Retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; or

(iii) Breached any ethical standards set forth in State statute or municipal ordinance; or

(iv) Knowingly influenced, and hereby certify that they will not knowingly influence, any officer or employee to breach any of the ethical standards set forth in the State statute or municipal ordinances.

IN WITNESS WHEREOF, Murray, by Resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and

Cottonwood Heights, by Resolution of its City Council, caused this Agreement to be signed by the Mayor and attested by its City Recorder.

ATTEST:

COTTONWOOD HEIGHTS

Kory Solorio, City Recorder

Kelvyn H. Cullimore, Jr., Mayor

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

The foregoing instrument was acknowledged before me on this 14th day of October 2014 by **Kelvyn H. Cullimore, Jr.** and **Kory Solorio** as the Mayor and the Recorder, respectively, of Cottonwood Heights, a Utah municipality.

NOTARY PUBLIC

Approved and reviewed as to proper form and compliance with applicable law:

Wm. Shane Topham,
Cottonwood Heights City Attorney
Date: 14 October 2014

ATTEST:

MURRAY CITY CORPORATION

Jennifer Kennedy, City Recorder

David Ted Eyre, Mayor

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

The foregoing instrument was acknowledged before me on this ___ day of September 2014 by **David Ted Eyre** and **Jennifer Kennedy** as the Mayor and the Recorder, respectively, of **MURRAY CITY CORPORATION**, a Utah municipal corporation and political subdivision.

Notary Public

Approved and reviewed as to proper form and compliance with applicable law:

Frank Nakamura, City Attorney
Date: __ September 2014

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective 23 September 2014 by and between **MURRAY CITY CORPORATION**, a Utah municipal corporation (“*Murray*”), and **COTTONWOOD HEIGHTS**, a Utah municipal corporation (“*Cottonwood Heights*”).

RECITALS:

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B. Section 11-13-214 of the Act provides that a public agency may convey property to another public agency for consideration as may be agreed upon.

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

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Section 3. **General Provisions.** The following provisions are also integral parts of this Agreement:

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(ii) Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

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

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(l) Ethical Standards. The parties represent that they have not:

(i) Provided an illegal gift or payoff to any officer, employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party; or

(ii) Retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; or

(iii) Breached any ethical standards set forth in State statute or municipal ordinance; or

(iv) Knowingly influenced, and hereby certify that they will not knowingly influence, any officer or employee to breach any of the ethical standards set forth in the State statute or municipal ordinances.

IN WITNESS WHEREOF, Murray, by Resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and

ATTEST:

MURRAY CITY CORPORATION

Jennifer Kennedy, City Recorder

David Ted Eyre, Mayor

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

The foregoing instrument was acknowledged before me on this ___ day of September 2014 by **David Ted Eyre** and **Jennifer Kennedy** as the Mayor and the Recorder, respectively, of **MURRAY CITY CORPORATION**, a Utah municipal corporation and political subdivision.

Notary Public

Approved and reviewed as to proper form and compliance with applicable law:

Frank Nakamura, City Attorney
Date: __ September 2014

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-62

A RESOLUTION TENTATIVELY ADOPTING AN AMENDED BUDGET
FOR THE PERIOD OF 1 JULY 2014 THROUGH 30 JUNE 2015;
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 14 October 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 14 October 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, 28 October 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. 2014-62, shall take effect immediately upon passage as provided herein.

PASSED AND APPROVED this 14th day of October 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 14th day of October 2014.

RECORDED this ___ day of October 2014.

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-63

A RESOLUTION APPROVING ENTRY INTO A COOPERATIVE PROCUREMENT AGREEMENT

WHEREAS, UTAH CODE ANN. §63G-6a-2105 authorizes governmental entities, including procurement units and public entities, to participate in cooperative procurement endeavors with other governmental entities and cooperative purchasing organizations; and

WHEREAS, the city of Cottonwood Heights (the “*City*”) is eligible to participate in such cooperative procurement endeavors; and

WHEREAS, UTAH CODE ANN. §63G-6a-2105 sets forth various procedural requirements that must be followed by entities desiring to participate in a cooperative procurement endeavor; and

WHEREAS, in order to participate in a cooperative procurement endeavor governed by UTAH CODE ANN. §63G-6a-2105, each party must enter into an agreement describing its respective rights and duties in relation to any resulting cooperative procurement contracts; and

WHEREAS, it is proposed that the City enter into an agreement (the “*Agreement*”) with various other public entities and procurement units in Salt Lake County, Utah to provide for cooperative procurement of goods and services relating to the parties’ respective law enforcement functions; and

WHEREAS, the city council (the “*Council*”) of the City met in regular session on 14 October 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, the city attorney of the City has approved the form of the Agreement as required by statute; 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 approve the City’s entry into the Agreement as proposed in order to make efficient use of the City’s resources;

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. 2014-63, shall take effect immediately upon passage.

PASSED AND APPROVED this 14th day of October 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 14th day of October 2014.

RECORDED this ___ day of October 2014.

CONTRACT NO. 02-1-14-7333

Rev. June 13, 2014/ch

AGREEMENT PROVIDING FOR BENEFICIAL COOPERATIVE PROCUREMENT
ENDEAVORS

This agreement ("Agreement") dated _____, 2014, is between City of Bluffdale, the city of Cottonwood Heights, Draper City, Granite School District, Murray City Corporation, Salt Lake City Corporation, Salt Lake County Sheriff, Sandy City, City of Saratoga Springs, City of South Jordan, City of South Salt Lake, Unified Police Department of Greater Salt Lake ("Unified Police"), University of Utah, Utah Transit Authority ("UTA"), City of West Jordan, and West Valley City (collectively hereafter referred to individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, Utah Code § 63G-6a-2105 provides means whereby pertinent governmental entities, including procurement units and public entities, can participate in cooperative procurement endeavors with other governmental entities and cooperative purchasing organizations; and

WHEREAS, the Parties are eligible to participate in cooperative procurement endeavors pursuant to the provisions set forth in Utah Code § 63G-6a-2105, in that the Parties are procurement units, public entities, and/or participants in a cooperative purchasing organization; and

WHEREAS, Utah Code § 63G-6a-2105 sets forth various procedural requirements that must be followed by entities desiring to participate in a cooperative procurement; and

WHEREAS, in order to participate in a cooperative procurement governed by Utah Code § 63G-6a-2105, each Party desiring to be involved in cooperative procurement endeavors must enter into an agreement describing the rights and duties of each Party in relation to any resulting cooperative procurement contracts; and

WHEREAS, the Parties anticipate that they will pursue future cooperative procurement endeavors that will provide tangible benefits to the Parties; and

WHEREAS, the Parties desire to maintain their eligibility to participate in future cooperative procurement endeavors by entering into an agreement describing the rights and duties of the respective parties with respect to such future cooperative procurement endeavors;

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

AGREEMENT

1. Purpose: This Agreement is intended to:
 - a. provide for the Parties' participation in cooperative procurements involving two or more of the Parties identified herein; and
 - b. describe the rights and duties of each party with respect to cooperative procurements.
2. Consideration: The consideration for this Agreement consists of the mutual benefits and exchanges of promises provided herein.
3. Effective Date: This Agreement shall become effective when all Parties have executed an original or copy of this Agreement.
4. Term: The term of this Agreement shall begin on the effective date and shall continue for a period of ten (10) years unless sooner terminated pursuant to the provisions set forth in Paragraph 5 herein.
5. Termination: Any Party may terminate their participation in this Agreement by providing written notice of their intention to withdraw from this Agreement at least 60 days prior to the effective date of such withdrawal. If all Parties, or if all but one Party, withdraw from the Agreement, then the Agreement itself will automatically terminate.
6. Rights and Duties:
 - a. Any Party to this Agreement who is contemplating the cooperative procurement of goods or services may inquire as to whether the other Parties to this Agreement would also be interested in obtaining such goods or services through a cooperative procurement.
 - b. Those Parties who are interested in obtaining the particular goods or services through a cooperative procurement (the "Participating Parties") shall proceed with such cooperative procurement as follows:
 - i. The Participating Parties shall designate one Party to act as the lead party ("Lead Party"). This Lead Party shall take the primary role in conducting the cooperative procurement at issue;
 - ii. The Lead Party shall be responsible for preparing a solicitation for the goods or services sought (the "Solicitation"). This Solicitation shall comply with all requirements of the Utah State Procurement Code and must:
 1. Clearly indicate that the procurement at issue is a cooperative procurement; and

2. Identify each Party that may purchase goods or services under the resulting contract; and
 3. Indicate that the Parties identified in the Solicitation are not obligated to purchase any goods or services under the resulting contract.
 - iii. In order to obtain goods or services under the contract resulting from a particular cooperative procurement, a Participating Party involved in such cooperative procurement must first sign a participating addendum (the "Addendum"). The Addendum shall describe such Participating Party's rights and obligations in relation to the resulting contract. A Participating Party is not required to purchase goods or services under any contract resulting from a cooperative procurement. Any Participating Party who declines to purchase goods or services through a particular cooperative procurement is not required to sign a Participating Addendum.
 - iv. A Participating Party cannot obtain goods or services through a particular cooperative procurement if the Participating Party:
 1. Is not identified in the pertinent Solicitation; or
 2. Fails to sign a Participating Addendum.
 - v. All cooperative procurements conducted pursuant to this Agreement shall comply with the requirements of the Utah State Procurement Code.
7. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement by and between the Parties with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto. Any amendment to this Agreement shall be in writing, signed by all Parties.
8. Governmental Immunity. Each Party to this Agreement is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7. Consistent with the terms of this 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. No Party waives any defenses otherwise available under the Governmental Immunity Act.
9. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective Parties hereto, (ii) that he or she has full legal power and authority to bind the respective Parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective Parties hereto of this document will not constitute a default under any agreement to which it is a party.

10. Notices. Any notice, demand, request or other communication under this Agreement shall be in writing and mailed to the other Parties at the addresses each Party shall designate in writing. Such notices will be mailed, by first-class mail, postage prepaid, to the Parties at the pertinent designated address.
11. Severability: In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition or covenant herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed invalid to the extent of the scope or breadth permitted by law.
12. Applicable Law: The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.
13. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. Each Party represents that it has not: (1) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by an authorized officer of their respective entities.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

SIGNATURE PAGE PERTAINING TO THE "AGREEMENT PROVIDING FOR BENEFICIAL COOPERATIVE PROCUREMENT ENDEAVORS" BETWEEN CITY OF BLUFFDALE, CITY OF COTTONWOOD HEIGHTS, DRAPER CITY, GRANITE SCHOOL DISTRICT, MURRAY CITY CORPORATION, SALT LAKE CITY CORPORATION, SALT LAKE COUNTY SHERIFF, SANDY CITY, CITY OF SARATOGA SPRINGS, CITY OF SOUTH JORDAN, CITY OF SOUTH SALT LAKE, UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE, UNIVERSITY OF UTAH, UTAH TRANSIT AUTHORITY, CITY OF CITY OF WEST JORDAN, AND WEST VALLEY CITY.

CITY OF BLUFFDALE

By_____

Its_____

By_____

Its_____

Approved as to Form

City Attorney

SIGNATURE PAGE PERTAINING TO THE "AGREEMENT PROVIDING FOR BENEFICIAL COOPERATIVE PROCUREMENT ENDEAVORS" BETWEEN CITY OF BLUFFDALE, CITY OF COTTONWOOD HEIGHTS, DRAPER CITY, GRANITE SCHOOL DISTRICT, MURRAY CITY CORPORATION, SALT LAKE CITY CORPORATION, SALT LAKE COUNTY SHERIFF, SANDY CITY, CITY OF SARATOGA SPRINGS, CITY OF SOUTH JORDAN, CITY OF SOUTH SALT LAKE, UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE, UNIVERSITY OF UTAH, UTAH TRANSIT AUTHORITY, CITY OF CITY OF WEST JORDAN, AND WEST VALLEY CITY.

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By: _____
Kory Solorio, City Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

Approved as to form:

Wm. Shane Topham, City Attorney

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-64

A RESOLUTION APPROVING AND RATIFYING A BID AND AWARDING A CONSTRUCTION CONTRACT TO QUICKSILVER CONCRETE, INC. (1700 EAST SIDEWALK PROJECT)

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 14 October 2014 to consider, among other things, (a) approving and ratifying the City’s acceptance of a \$105,841.00 bid from Quicksilver Concrete, Inc. (“*Contractor*”) for a sidewalk project along the East side of 1700 East Street, from 7000 South to Chalis Lane (7035 South), under the City’s project no. CHC.179 (the “*Project*”); and (b) authorizing the City’s entry into an agreement for such construction services (the “*Agreement*”) with Contractor on such terms and conditions as may be approved by the City’s mayor and manager in consultation with the City’s director of public works, the City engineer and the City attorney, a draft copy of which is annexed as an exhibit 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 acceptance of Contractor’s bid for the Project and to authorize the City’s entry into the Agreement with Contractor as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the Council hereby (a) approves and ratifies the City’s acceptance of Contractor’s bid for the Project, and (b) authorizes the City’s entry into the Agreement with Contractor on such terms and conditions as may be approved by the City’s mayor and manager in consultation with the City’s director of public works, the City engineer and the City attorney.

This Resolution, assigned no. 2014-64, shall take effect immediately upon passage.

PASSED AND APPROVED this 14th day of October 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 14th day of October 2014.

RECORDED this ___ day of October 2014.

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this 14th day of October, **2014**, by and between the **CITY OF COTTONWOOD HEIGHTS, UTAH**, hereinafter called "OWNER" and Quicksilver Concrete, Inc. doing business as A Corporation, hereafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of the "SIDEWALK PROJECT ALONG THE EAST SIDE OF 1700 EAST STREET, FROM 7000 SOUTH TO CHALIS LANE (7035 SOUTH) --- PROJECT # CHC179".

2. The CONTRACTOR will furnish all of materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECTS described herein.

3. The CONTRACTOR will commence the work required by CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED; and will complete the same within FORTY-FIVE (45) calendar days after the date of the NOTICE TO PROCEED; unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) SECTION 00100 - INVITATION TO BID
- (B) SECTION 00200 - INSTRUCTIONS TO BIDDERS
- (C) SECTION 00250 - ADDITIONAL INSTRUCTIONS TO BIDDERS
- (D) SECTION 00260 - CONTRACTOR'S QUALIFICATION AND EXPERIENCE AFFIDAVIT
- (E) SECTION 00410 - BID
- (F) SECTION 00420 - BID SCHEDULE
- (G) SECTION 00450 - BID BOND
- (H) SECTION 00500 - AGREEMENT
- (I) SECTION 00510 - PAYMENT BOND (100 PERCENT)
- (J) SECTION 00520 - PERFORMANCE BOND (100 PERCENT)

- (K) SECTION 00530 - NOTICE OF AWARD
- (L) SECTION 00540 - NOTICE TO PROCEED

- (M) SECTION 00560 - CHANGE ORDER
- (N) SECTION 00570 - NOTICE OF SUBSTANTIAL COMPLETION
- (O) SECTION 00580 - NOTICE OF COMPLETION
- (P) GENERAL CONDITIONS
- (Q) SUPPLEMENTAL GENERAL CONDITIONS
- (R) SPECIFICATIONS prepared and issued by GILSON ENGINEERING, INC., Consulting Engineers, dated AUGUST, 2014.
- (S) DRAWINGS prepared by Gilson Engineering, Consulting Engineers (See enumeration in Supplemental General Conditions)
- (T) ADDENDA: N/A

6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) copies, each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF COTTONWOOD HEIGHTS

BY _____

NAME Kelvyn H. Cullimore, Jr.
(Please Type)

TITLE Mayor

(SEAL)

ATTEST:

NAME Kory Solorio
(Please Type)

TITLE CITY RECORDER

CONTRACTOR:

Quicksilver Concrete, Inc.

BY _____

NAME Gradie Allred
(Please Type)

ADDRESS 548 South 300 East

Lehi, Utah 84043

(SEAL)

ATTEST:

NAME _____
(Please Type)

TITLE _____

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-65

A RESOLUTION APPROVING ENTRY INTO AGREEMENTS
TO DEDICATE GROUND FOR PUBLIC IMPROVEMENTS
(1700 EAST SIDEWALK PROJECT)

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 14 October 2014 to consider, among other things, authorizing the City’s entry into (a) an “Agreement to Dedicate Ground for Public Improvements” for approximately 2,929 square feet of ground abutting 1700 East at approximately 7035 South in the City; and (b) a second “Agreement to Dedicate Ground for Public Improvements” for approximately 1,118 square feet of ground abutting 1700 East at approximately 7021 South in the City (collectively, the “*Agreements*”), copies of which are annexed hereto as exhibits “A” and “B”; 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 authorize the City’s entry into the Agreements as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the Council hereby authorizes the City’s entry into the Agreements, and authorizes and directs the City’s mayor and recorder to execute and deliver the Agreements on behalf of the City.

This Resolution, assigned no. 2014-65, shall take effect immediately upon passage.

PASSED AND APPROVED this 14th day of October 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 14th day of October 2014.

RECORDED this ___ day of October 2014.

EXHIBIT "A" TO
RESOLUTION No. 2014-65

EXHIBIT "B" TO
RESOLUTION NO. 2014-65

AFTER RECORDING RETURN TO:

Wm. Shane Topham
Cottonwood Heights City Attorney
CALLISTER NEBEKER & MCCULLOUGH
10 East South Temple, 9th Floor
Salt Lake City, UT 84133

**Agreement to Dedicate Ground
for Public Improvements**

THIS AGREEMENT TO DEDICATE GROUND FOR PUBLIC IMPROVEMENTS (this "*Agreement*") is entered into effective 1 August 2013 between **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 ("*City*"), and **MARLI B. STEVENS**, as trustee of The Claudette Stevens Irrevocable Trust dated January 20, 2012, whose address is 7035 South 1700 East, Cottonwood Heights, UT 84121 ("*Owner*").

RECITALS:

A. Owner owns fee simple title to certain improved real property that is known as 7035 South 1700 East, Cottonwood Heights, UT (the "*Property*"). The legal description of the Property is set forth on attached exhibit "A-1." The Property abuts a public street known as 1700 East.

B. City has determined that curb, gutter, sidewalk and related improvements (collectively, "*Improvements*") should be installed along the east side of 1700 East to connect currently-existing curb, gutter and sidewalk on either side, as shown on the "Proposed Sidewalk Map" (the "*Sidewalk Plan*") that is attached hereto as exhibit "B." As shown on the Sidewalk Plan, this public improvement project (the "*Project*") will be constructed on the realty located within approximately 16.5 feet to the East of the current edge of pavement/travel lane of 1700 East, fronting three properties known as 7059 South 1700 East; 7021 South 1700 East; and 7035 South 1700 East (collectively, the "*Affected Properties*").

C. The Project will include constructing Improvements along the portion of 1700 East that fronts the Property. Ownership of the affected portion (the "*Parcel*") of the Property is uncertain; City believes that some portion of the Parcel already may be part of the public right-of-way for 1700 East, while Owner believes that it is the sole owner of all of the Parcel. The Parcel, which contains approximately 2,929 square feet, is particularly described on attached exhibit "A-2," and is shown on the Sidewalk Plan.

D. The parties desire to amicably resolve their difference of opinion so that the Improvements can be installed for the benefit of the public. The purpose of this Agreement is to formalize the parties' agreement for public dedication and conveyance to City of the Parcel, for City's construction of the Project Improvements thereon, and for City's restoration of the remaining Property that is affected by such construction.

E. The parties intend to set forth herein their entire agreement regarding the subject dedication and all related matters, and to supersede hereby and to consolidate herein all of their prior negotiations and agreements, whether oral or written, regarding the same.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Dedication and Conveyance**. Owner agrees to dedicate and convey the Parcel to City as specified in this Agreement. Such dedication and conveyance shall occur as of the Closing (defined below) through Owner's execution and delivery to City of a general warranty deed (the "*Deed*") in such form as City reasonably may require, conveying the Parcel to City, free and clear of all liens and encumbrances.

Section 2. **Purchase Price**. The purchase price (the "*Purchase Price*") to be paid by City for the Parcel and for City's other rights hereunder shall be \$35,148.00 (calculated at \$12/square foot for 2,929 square feet). City shall pay the Purchase Price to Owner at Closing in cash or other cash-equivalent, immediately available funds.

Section 3. **Project**. Following Closing, City may proceed with the Project on such timetable as City deems appropriate. City shall give Owner at least two weeks' prior verbal or written notice of commencement of the Project. Once commenced, City shall endeavor, through all reasonable means, to cause the Project to be diligently prosecuted to completion. Throughout the Project, City staff shall be available to consult with Owner concerning construction timing, issues, etc. in order to resolve Owner's legitimate concerns as fully and promptly as reasonably possible. The parties acknowledge, however, that any construction project, no matter how well-planned or well-managed, is disruptive. Consequently, the parties desire to be cooperative and responsive throughout the Project in order to minimize controversy and to assure that the Project is properly completed in accordance with applicable City standards with as little adverse impact on Owner and the remaining Property as reasonably possible.

Section 4. **Mitigations**. The Property currently contains landscaping and other improvements associated with Owner's residential use of the Property which will be affected by the Project. Given City's desire to minimize the adverse impact of the Project on Owner and the remaining Property, City shall undertake the following mitigations as part of the Project:

(a) **Mailboxes**. The current mailboxes on 1700 East will either be reused or replaced with comparable mailboxes, and will be relocated to another place on the Property outside of the Parcel, as reasonably directed by Owner. City will cause temporary mailboxes to be erected for use during the construction process, as reasonably directed by Owner.

(b) **Yard Light**. The current pole light on or near the Parcel will be relocated at least ten feet closer to the residence on the Property, as reasonably directed by Owner.

(c) Landscaping. Landscaping affected by the Project will be replaced or restored substantially as shown on the landscape plan (the “*Landscape Plan*”) that is attached hereto as exhibit “C.” City will work with Owner during the landscape restoration process to help assure that the finished result is reasonable acceptable to Owner.

(i) Lawn; Foliage. Affected lawn area will be restored to comparable condition as at present. Affected trees, shrubs, etc. will be replaced as shown on the Landscape Plan, using mature stock that is reasonably comparable to the current foliage; provided that the parties acknowledge that the replacement foliage may be of lesser size and caliper than the current foliage due to transplanting constraints, and increased costs, of utilizing equal-sized stock.

(ii) Berm. The landscaped berm currently located between the entrances to the circular driveway on the Property will be relocated, re-vegetated, etc. as shown on the Landscape Plan. The new berm will be made to match the current berm (in terms of height, grade and landscaping) to the extent reasonably possible given the size and configuration of the remaining Property. The replacement berm will be placed so as to not erode onto the public sidewalk to be constructed as part of the Improvements.

(iii) Sprinkling System. Affected portions of the fully automatic sprinkler system on the remaining Property will be repaired, replaced and/or reconfigured to properly irrigate the remaining Property, including use of comparable replacement components and revision of sprinkler “zones” to provide a properly functional whole.

(iv) Parkstrip. The parkstrip between the sidewalk and curb (to be constructed) fronting the remaining Property will be constructed of stamped concrete. City will offer Owner, and the owners of the other Affected Properties, the choice of several available patterns and colors, and will install a uniform parkstrip at City’s cost as part of the Project.

(d) Access; Driveways. The Property currently contains three ingress/egress points, including the two ends of a circular driveway and a private lane, all intersecting with 1700 East. Such access points will be relocated Easterly off the Parcel as part of the Project, and will be replaced with comparable concrete entries as at present, with no reduction in their widths. Vehicular access to the remaining Property during construction of the Project will be preserved as reasonably possible through use of steel plate ramps, staggering of construction of each of the replacement ramps, etc.

(e) Dust; Staging. City will adopt a construction mitigation plan designed to reasonably minimize Project-caused dust and refuse. City will require its contractors to not place construction vehicles, equipment or materials on Owner’s remaining Property except during the limited times that such items are needed to prosecute the restoration work on Owner’s remaining Property as contemplated by this Agreement. Worker vehicles, etc. shall not be parked on Owner’s remaining Property or elsewhere so as to block access to Owner’s remaining Property.

Section 5. Conditional Efficacy. City’s obligations under this Agreement are conditioned on City obtaining conveyance or occupancy rights to the balance of the realty

required for the Project from the owners of the other two Affected Properties. City reserves the right to waive this condition in its sole, unfettered discretion.

Section 6. **Closing.** Closing and consummation of the transactions contemplated by this Agreement (“*Closing*”) may be delayed by up to one year from the effective date of this Agreement to provide adequate time for City to arrange for conveyance or occupancy of the balance of the realty required for the Project from the owners of the other two Affected Properties. The actual date, time and place of Closing will be specified by City upon at least two weeks’ prior notice (verbal or written) to Owner. Closing will occur either at City’s offices or at the offices of a local title company specified by City. At Closing, Owner will execute and deliver the Deed to City, conveying fee simple absolute title to the Parcel, free and clear of all liens and encumbrances, and City will pay the Purchase Price to Owner. Expenses and income of the Parcel shall be prorated as of the Closing. City may, at its cost, obtain a policy of title insurance in the amount of the Purchase Price, insuring that upon execution, delivery and recording of the Deed, City will own the Parcel as provided herein.

Section 7. **Default.** If either party defaults hereunder, then either party may pursue any and all legal and/or equitable remedies against the defaulting party. City’s remedies upon Owner’s default shall include, without limitation, the right of specific performance.

Section 8. **Covenants Run With Land.** Owner’s obligations under this Agreement shall (a) create an equitable servitude on the Parcel described on exhibit “A-2” in favor of City; (b) constitute a covenant running with the land constituting the Parcel; (c) bind every person having any fee, leasehold or other interest in any portion of the Parcel at any time or from time to time; and (d) inure to the benefit of and be binding upon (i) City and its successors and assigns, and (ii) Owner its successors and assigns as to legal ownership of Parcel.

Section 9. **No Partnership.** City and Owner do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

Section 10. **General 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) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

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

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

(i) Notices. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth herein 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. Owner may assign or otherwise convey its rights or delegate its duties under this Agreement only in connection with the conveyance of fee title to Owner's Property. Such assignment and delegation shall be deemed to occur automatically and contemporaneously with any such conveyance. No such conveyance shall relieve the original Owner of its obligations hereunder; instead, the original Owner shall remain liable to assure and to guaranty the full and timely performance of all of Owner's obligations hereunder notwithstanding that a successor Owner may then hold legal title to Owner's Property.

(l) Recording. This Agreement shall be immediately recorded in the official records of the Recorder of Salt Lake County, Utah. Owner hereby authorizes such recording, and grants to City a power of attorney, coupled with an interest, to effect such recording on behalf of Owner.

[Signatures to appear on following page.]

DATED effective the date first above written.

OWNER:

MARLI B. STEVENS, as trustee of The Claudette
Stevens Irrevocable Trust dated January 20, 2012

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

SUBSCRIBED AND SWORN to before me on __ _____ 2013 by **Marli B. Stevens**, as trustee of The Claudette Stevens Irrevocable Trust dated January 20, 2012.

Notary Public

CITY:

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By: _____
Linda W. Dunlavy, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On the ____ day of _____2013, personally appeared before me **Kelvyn H. Cullimore, Jr.** and **Linda W. Dunlavy**, who being duly sworn, did say that they are the Mayor and City Recorder, respectively, of **COTTONWOOD HEIGHTS**, and said persons acknowledged to me that said municipality executed the same.

Notary Public

598143.1

Exhibit “A-1” to
Agreement to Dedicate Ground
for Public Improvements

The following-described real property located in Salt Lake County, Utah:

Beginning South 10.66 rods from the North 1/4 corner of Section 28, Township 2 South, Range 1 East, Salt Lake Meridian; thence South 156.75 feet; East 20 rods; North 156.75 feet; West 20 rods to the point of beginning.

Less the following conveyed to Kraig B. Steffensen and Janet L. Steffensen by deed dated February 1, 1987: Beginning at a point South 10.66 rods and East 252.5 feet from the North 1/4 corner of Section 28, Township 2 South, Range 1 East, Salt Lake Meridian; thence South 112.75 feet, South 45 degrees West 33.94 feet, more or less, to a point which is South 136.75 feet and West 24 feet to the point of beginning; South 20 feet; East 101.5 feet; West 77.5 feet to the point of beginning.

Tax Parcel No. 22-28-201-046.

Exhibit "A-2" to Agreement to Dedicate Ground for Public Improvements

A parcel of real property located in Salt Lake County, Utah for additional public right-of-way and street improvements:

Beginning at the Northwest corner of grantor's property, said point being located South 10.66 rods from the North Quarter of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence East 16.50 feet along the North line of grantor's property; thence South 119.70 feet; thence South 30 degrees 00'00" East 27 feet; thence South 13.66 feet to a point on the South line of grantor's property; thence West 30.00 feet along the South line of grantor's property to the Southwest corner of grantor's property; thence North 156.75 feet along the Westerly line of grantor's property to the point of beginning.

Contains approximately 2,929 square feet.

Exhibit “B” to
Agreement to Dedicate Ground
for Public Improvements

(Attach Sidewalk Plan)

Exhibit “C” to
Agreement to Dedicate Ground
for Public Improvements

(Attach Landscape Plan)

AFTER RECORDING RETURN TO:

Wm. Shane Topham
Cottonwood Heights City Attorney
CALLISTER NEBEKER & MCCULLOUGH
10 East South Temple, 9th Floor
Salt Lake City, UT 84133

**Agreement to Dedicate Ground
for Public Improvements**

THIS AGREEMENT TO DEDICATE GROUND FOR PUBLIC IMPROVEMENTS (this “*Agreement*”) is entered into effective __ August 2013 between **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (“*City*”), and **JOSEPH K. ANDERSEN JR.** and **PAULINE E. ANDERSEN**, joint tenants, whose address is 7021 South 1700 East, Cottonwood Heights, UT 84121 (collectively, “*Owner*”).

RECITALS:

A. Owner owns fee simple title to certain improved real property that is known as 7021 South 1700 East, Cottonwood Heights, UT (the “*Property*”). The legal description of the Property is set forth on attached exhibit “A-1.” The Property abuts a public street known as 1700 East.

B. City has determined that curb, gutter, sidewalk and related improvements (collectively, “*Improvements*”) should be installed along the east side of 1700 East to connect currently-existing curb, gutter and sidewalk on either side, as shown on the “Proposed Sidewalk Map” (the “*Sidewalk Plan*”) that is attached hereto as exhibit “B.” As shown on the Sidewalk Plan, this public improvement project (the “*Project*”) will be constructed on the realty located within approximately 16.5 feet to the East of the current edge of pavement/travel lane of 1700 East, fronting three properties known as 7059 South 1700 East; 7021 South 1700 East; and 7035 South 1700 East (collectively, the “*Affected Properties*”).

C. The Project will include constructing Improvements along the portion of 1700 East that fronts the Property. Ownership of the affected portion (the “*Parcel*”) of the Property is uncertain; City believes that some portion of the Parcel already is part of the public right-of-way for 1700 East, while Owner believes that it is the sole owner of all of the Parcel. The Parcel, which contains approximately 1,318 square feet of ground in total, and approximately 1,118 square feet of ground not underlying the actual pavement of 1700 East, is particularly described on attached exhibit “A-2,” and is shown on the Sidewalk Plan.

D. The parties desire to amicably resolve their difference of opinion so that the Improvements can be installed for the benefit of the public. The purpose of this Agreement is to formalize the parties’ agreement for public dedication and conveyance to City of the Parcel, for City’s construction of the Project Improvements thereon, and for City’s restoration of the remaining Property that is affected by such construction.

E. The parties intend to set forth herein their entire agreement regarding the subject dedication and all related matters, and to supersede hereby and to consolidate herein all of their prior negotiations and agreements, whether oral or written, regarding the same.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Dedication and Conveyance**. Owner agrees to dedicate and convey the Parcel to City as specified in this Agreement. Such dedication and conveyance shall occur as of the Closing (defined below) through Owner's execution and delivery to City of a general warranty deed (the "*Deed*") in such form as City reasonably may require, conveying the Parcel to City, free and clear of all liens and encumbrances.

Section 2. **Purchase Price**. The purchase price (the "*Purchase Price*") to be paid by City for the Parcel and for City's other rights hereunder shall be \$13,416.00 (calculated at \$12/square foot for the 1,118 square feet not underlying the current pavement of 1700 East). City shall pay the Purchase Price to Owner at Closing in cash or other cash-equivalent, immediately available funds.

Section 3. **Project**. Following Closing, City may proceed with the Project on such timetable as City deems appropriate. City shall give Owner at least two weeks' prior verbal or written notice of commencement of the Project. Once commenced, City shall endeavor, through all reasonable means, to cause the Project to be diligently prosecuted to completion. Throughout the Project, City staff shall be available to consult with Owner concerning construction timing, issues, etc. in order to resolve Owner's legitimate concerns as fully and promptly as reasonably possible. The parties acknowledge, however, that any construction project, no matter how well-planned or well-managed, is disruptive. Consequently, the parties desire to be cooperative and responsive throughout the Project in order to minimize controversy and to assure that the Project is properly completed in accordance with applicable City standards with as little adverse impact on Owner and the remaining Property as reasonably possible.

Section 4. **Mitigations**. The Property currently contains landscaping and other improvements associated with Owner's residential use of the Property which will be affected by the Project. Given City's desire to minimize the adverse impact of the Project on Owner and the remaining Property, City shall undertake the following mitigations as part of the Project:

(a) **Mailboxes**. The current mailboxes on 1700 East will either be reused or replaced with comparable mailboxes, and will be relocated to another place on the Property outside of the Parcel, as reasonably directed by Owner. City will cause temporary mailboxes to be erected for use during the construction process, as reasonably directed by Owner.

(b) **Yard Light**. The current pole light on or near the Parcel will be relocated off the Parcel and closer to the residence on the Property, as reasonably directed by Owner.

(c) Landscaping. Landscaping affected by the Project will be replaced or restored substantially as shown on the landscape plan (the “*Landscape Plan*”) that is attached hereto as exhibit “C.” City will work with Owner during the landscape restoration process to help assure that the finished result is reasonably acceptable to Owner.

(i) Lawn; Foliage. Affected lawn area will be restored to comparable condition as at present. Affected trees, shrubs, etc. will be replaced as shown on the Landscape Plan, using mature stock that is reasonably comparable to the current foliage; provided that the parties acknowledge that the replacement foliage may be of lesser size and caliper than the current foliage due to transplanting constraints, and increased costs, of utilizing equal-sized stock.

(ii) Sprinkling System. Affected portions of the fully automatic sprinkler system on the remaining Property will be repaired, replaced and/or reconfigured to properly irrigate the remaining Property, including use of comparable replacement components and revision of sprinkler “zones” to provide a properly functional whole.

(iii) Parkstrip. The parkstrip between the sidewalk and curb (to be constructed) fronting the remaining Property will be constructed of stamped concrete. City will offer Owner, and the owners of the other Affected Properties, the choice of several available patterns and colors, and will install a uniform parkstrip at City’s cost as part of the Project.

(d) Access; Driveways. The Property currently contains two ingress/egress points intersecting with 1700 East. Such access points will be relocated Easterly off the Parcel as part of the Project, and will be replaced with comparable concrete entries as at present, including widths of at least 21 feet each. Vehicular access to the remaining Property during construction of the Project will be preserved as reasonably possible through use of steel plate ramps, staggering of construction of each of the replacement ramps, etc.

(e) Dust; Staging. City will adopt a construction mitigation plan designed to reasonably minimize Project-caused dust and refuse. City will require its contractors to not place construction vehicles, equipment or materials on Owner’s remaining Property except during the limited times that such items are needed to prosecute the restoration work on Owner’s remaining Property as contemplated by this Agreement. Worker vehicles, etc. shall not be parked on Owner’s remaining Property or elsewhere so as to block access to Owner’s remaining Property.

(F) Tree Stump. The tree stump in the location of the new sidewalk on the Parcel will be removed.

Section 5. Conditional Efficacy. City’s obligations under this Agreement are conditioned on City obtaining conveyance or occupancy rights to the balance of the realty required for the Project from the owners of the other two Affected Properties. City reserves the right to waive this condition in its sole, unfettered discretion.

Section 6. Closing. Closing and consummation of the transactions contemplated by this Agreement (“*Closing*”) may be delayed by up to one year from the effective date of this Agreement to provide adequate time for City to arrange for conveyance or occupancy of the

balance of the realty required for the Project from the owners of the other two Affected Properties. The actual date, time and place of Closing will be specified by City upon at least two weeks' prior notice (verbal or written) to Owner. Closing will occur either at City's offices or at the offices of a local title company specified by City. At Closing, Owner will execute and deliver the Deed to City, conveying fee simple absolute title to the Parcel, free and clear of all liens and encumbrances, and City will pay the Purchase Price to Owner. Expenses and income of the Parcel shall be prorated as of the Closing. City may, at its cost, obtain a policy of title insurance in the amount of the Purchase Price, insuring that upon execution, delivery and recording of the Deed, City will own the Parcel as provided herein.

Section 7. **Default.** If either party defaults hereunder, then either party may pursue any and all legal and/or equitable remedies against the defaulting party. City's remedies upon Owner's default shall include, without limitation, the right of specific performance.

Section 8. **Covenants Run With Land.** Owner's obligations under this Agreement shall (a) create an equitable servitude on the Parcel described on exhibit "A-2" in favor of City; (b) constitute a covenant running with the land constituting the Parcel; (c) bind every person having any fee, leasehold or other interest in any portion of the Parcel at any time or from time to time; and (d) inure to the benefit of and be binding upon (i) City and its successors and assigns, and (ii) Owner its successors and assigns as to legal ownership of Parcel.

Section 9. **No Partnership.** City and Owner do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

Section 10. **General 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) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

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

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

(i) Notices. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth herein 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. Owner may assign or otherwise convey its rights or delegate its duties under this Agreement only in connection with the conveyance of fee title to Owner's Property. Such assignment and delegation shall be deemed to occur automatically and contemporaneously with any such conveyance. No such conveyance shall relieve the original Owner of its obligations hereunder; instead, the original Owner shall remain liable to assure and to guaranty the full and timely performance of all of Owner's obligations hereunder notwithstanding that a successor Owner may then hold legal title to Owner's Property.

(l) Recording. This Agreement shall be immediately recorded in the official records of the Recorder of Salt Lake County, Utah. Owner hereby authorizes such recording, and grants to City a power of attorney, coupled with an interest, to effect such recording on behalf of Owner.

[Signature pages follow.]

DATED effective the date first above written.

OWNER:

JOSEPH K. ANDERSEN JR.

PAULINE E. ANDERSEN

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

SUBSCRIBED AND SWORN to before me on __ _____ 2013 by **Joseph K. Andersen Jr. and Pauline E. Andersen.**

Notary Public

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By: _____
Linda W. Dunlavy, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On the ____ day of _____2013, personally appeared before me **Kelvyn H. Cullimore, Jr.** and **Linda W. Dunlavy**, who being duly sworn, did say that they are the Mayor and City Recorder, respectively, of **COTTONWOOD HEIGHTS**, and said persons acknowledged to me that said municipality executed the same.

Notary Public

602550.1

Exhibit "A-1" to
Agreement to Dedicate Ground
for Public Improvements

The following-described real property located in Salt Lake County, Utah:

Beginning at a point South 0 degrees 05'23" West along the center section line 96.0 feet from the Northwest corner of the Northeast quarter of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 0 Degrees 05'23" West along said section line 79.89 feet; thence South 89 degrees 58'25" East 147.00 feet to a fence line; thence North 1 degrees 14'13" East along said fence line 79.90 feet; thence North 89 degrees 58'25" West 148.60 feet to the point of beginning.

Less and excepting any of that portion lying within the bounds of 1700 East Street.

Tax Parcel No. 22-28-201-002.

Exhibit "A-2" to Agreement to Dedicate Ground for Public Improvements

A parcel of real property located in Salt Lake County, Utah for additional public right-of-way and street improvements:

Beginning at the Northwest corner of grantor's property, said point being located South 0 degrees 05'23" West 96.01 feet from the North quarter of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89 degrees 58'25" East 16.50 feet along the North line of grantor's property; thence South 0 degrees 05'23" West 79.88 feet to the South line of grantor's property; thence North 89 degrees 58'25" West 16.5 feet along the South line of grantor's property to the Southwest corner of grantor's property; thence North 0 degrees 05'23" East 79.88 feet along the Westerly line of grantor's property to the point of beginning.

Contains approximately 1,318 square feet.

Exhibit “B” to
Agreement to Dedicate Ground
for Public Improvements

(Attach Sidewalk Plan)

Exhibit “C” to
Agreement to Dedicate Ground
for Public Improvements

(Attach Landscape Plan)

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-66

A RESOLUTION APPROVING ENTRY INTO AN AGREEMENT WITH LAYTON CONSTRUCTION CO., INC. FOR CONSTRUCTION MANAGER-GENERAL CONTRACTOR SERVICES (MUNICIPAL CENTER PROJECT)

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 14 October 2014 to consider, among other things, approving the City’s entry into an AIA Document A133-2009 SP and an AIA Document A201-2007 SP (collectively, the “*Agreement*”) with Layton Construction Co., Inc. (“*Contractor*”), whereunder Contractor would provide construction manager/general contractor services in connection with City’s municipal center project as described 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 the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council 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. 2014-66, shall take effect immediately upon passage.

PASSED AND APPROVED effective 14 October 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 14th day of October 2014.

RECORDED this ___ day of October 2014.

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-67

A RESOLUTION ADOPTING A POLICY AND MAKING CERTIFICATIONS CONCERNING THE BUTLER MIDDLE SCHOOL AUDITORIUM

WHEREAS, pursuant to an “Interlocal Cooperative Agreement (New Butler Middle School)” (the “*CSD Agreement*”) dated effective 4 December 2012 between the city of Cottonwood Heights (“*City*”) and the Board of Education of the Canyons School District (“*District*”), City contributed up to \$1.0 Million in public monies (the “*Contribution*”) to increase the seating, and to enhance the attributes, of the auditorium (the “*Auditorium*”) of the Butler Middle School (the “*School*”), and received in return the right to use the Auditorium for City-sponsored events such as plays and performances as specified in the CSD Agreement; and

WHEREAS, pursuant to an “Interlocal Cooperation Agreement” (the “*Grant Agreement*”) dated effective on or about 8 July 2014 between City and Salt Lake County for its Department of Community Services (“*County*”), County agreed to contribute \$315,000 (the “*Grant*”) of funds (“*TRCC Funds*”) received by County pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act (UTAH CODE ANN. sections 59-12-601 *et seq.*), which provides that TRCC Funds may be used for, *inter alia*, the development, operation, and maintenance of publicly owned or operated cultural facilities; and

WHEREAS, the Grant is conditioned, however, on City’s certification to County that City has (a) paid the Contribution (less the amount of the Grant) to District for use in enlarging and enhancing the Auditorium; and (b) established policies and procedures distinct from the District’s policies and procedures that appropriately protect/preserve the right of the public to free speech during City’s use of the Auditorium; and

WHEREAS, City’s city council (the “*Council*”) met on 14 October 2014 to consider, among other things, (a) certifying to County that City has paid the Contribution to District for use in enlarging and enhancing the Auditorium; and (b) adopting the attached policy (the “*Policy*”) to protect/preserve the right of the public to free speech during City’s use of the Auditorium; 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 (a) certify to County that City has paid the Contribution to District for use in enlarging and enhancing the Auditorium; and (b) adopt the Policy, all as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the Council hereby (a) certifies to County that City has paid the Contribution to District for use in enlarging and enhancing the Auditorium; and (b) adopts the Policy that is attached to this resolution to protect/preserve the right of the public to free speech during City’s use of the Auditorium.

This Resolution, assigned no. 2014-67, shall take effect immediately upon passage.

PASSED AND APPROVED this 14th day of October 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 14th day of October 2014.

RECORDED this ___ day of October 2014.

Cottonwood Heights

Co-Use of Butler Middle School Auditorium

Free Speech Policy

BACKGROUND: Pursuant to an “Interlocal Cooperative Agreement (New Butler Middle School)” (the “*CSD Agreement*”) dated effective 4 December 2012 between the city of Cottonwood Heights (“*City*”) and the Board of Education of the Canyons School District (“*District*”), City contributed up to \$1.0 Million in public monies (the “*Contribution*”) to increase the seating, and to enhance the attributes, of the auditorium (the “*Auditorium*”) of the Butler Middle School (the “*School*”), and received in return the right to use the Auditorium for City-sponsored events such as plays and performances as specified in the CSD Agreement. Such use is authorized by UTAH CODE ANN. section 53A-3-413, which provides as follows:

53A-3-413. Use of public school buildings and grounds as civic centers.

(1) As used in this section, “civic center” means a public school building or ground that is established and maintained as a limited public forum to district residents for supervised recreational activities and meetings.

(2) Except as provided in Subsection (3), all public school buildings and grounds shall be civic centers.

(3) The use of school property for a civic center purpose:

(a) may not interfere with a school function or purpose; and

(b) is considered a permit for governmental immunity purposes for a governmental entity under Subsection 63G-7-301(5)(c).

Pursuant to an “Interlocal Cooperation Agreement” (the “*Grant Agreement*”) dated effective on or about 8 July 2014 between City and Salt Lake County for its Department of Community Services (“*County*”), County agreed to contribute \$315,000 (the “*Grant*”) of funds (“*TRCC Funds*”) received by County pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act (UTAH CODE ANN. sections 59-12-601 *et seq.*), which provides that TRCC Funds may be used for, *inter alia*, the development, operation, and maintenance of publicly owned or operated cultural facilities. The Grant is conditioned, however, on (a) City’s certification to County that City has paid the Contribution (less the amount of the Grant) to District for use in enlarging and enhancing the Auditorium; and (b) City’s certification to County that City has established policies and procedures distinct from the District’s policies and procedures that appropriately protect/preserve the right of the public for free speech during City’s use of the Auditorium.

As required by the Grant Agreement, City heretofore has certified that City has paid the required Contribution to District, and has adopted by resolution of its city council the following policies and procedures distinct from the District’s policies and procedures that protect/preserve the public’s right to free speech during City’s use of the Auditorium.

POLICIES AND PROCEDURES: At all times during its use of the Auditorium, City shall protect and preserve the public’s right to free speech, as determined and defined by all applicable law, including, without limitation, the constitutions of the United States and the state of Utah, all applicable federal and Utah state statutes, and all applicable judicial decisions. Such protections shall extend through all phases of City’s use of the Auditorium, including, without limitation, booking, advertising and presenting activities at the Auditorium. Such protections shall not be limited by the CSD Agreement nor by any procedures and policies adopted by District for its

own use of the Auditorium. The free speech protection policy adopted herein does not, however, affect the following requirements for use of the Auditorium:

Scheduling: All activities sponsored by City or arranged through City will be scheduled through City's Events Coordinator, who will be responsible for coordination of such use and rental.

Fees. In connection with use of the Auditorium scheduled through City, the user will reimburse the City for the actual cost of services incurred with such use, such as janitorial services, ticket-taking, IT services, technical services.

Equipment. Those renting the Auditorium who request to use the stage lighting and sound equipment must also pay an equipment fee (see below). District's trained technicians must also be hired to operate the equipment.

Supervision. A City employee shall be present and accessible during any use of the Auditorium by an outside group, in which event the renter shall pay the fee for a City monitor specified below.

Insurance. All renters using the Auditorium must provide evidence of liability insurance showing District and City as additional insureds.

Forms. City's Events Coordinator will insure that all rental applications are complete and that proof of insurance is included with each application. The appropriate people will be notified of the use as necessary.

Payment. Fees will be charged for use of the Auditorium and equipment according to the approved fee schedule. All fees must be collected by City's Events Coordinator prior to the activity.

Advertising/Publicity. City shall have the right to co-use of the on-site marquee or electronic signage to publicize upcoming events in the Auditorium.

Damages: The user shall pay for any damages beyond normal wear and tear that occur as a result of use of the Auditorium.

Alcohol; Smoking; Food. Alcoholic beverages and controlled substances are not permitted in or on school property and smoking is prohibited. Food and drink may not be consumed in the Auditorium.

Rental Fee Schedule. The following fee schedule is current as of September 2014, but may be reasonably increased hereafter:

Auditorium Rental	\$30 per hour
Custodian/Monitor	\$30 per hour/person
Technicians	\$30 per hour/person