



2014-15
MONTHLY
FINANCIAL REPORT

AS OF
October 31, 2014

Prepared by: Finance

November 25, 2014
Cottonwood Heights

The Honorable Mayor and Members of the City Council:

The monthly financial report for the 2014-2015 fiscal year, month ending October 31, 2014 is presented for your review and comment. The prior year financial statements are close to being drafted.

General Fund – Revenue

Real Property Taxes - Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with current monthly revenues, if any.

Sales Tax Collections – Collections for the city occur two months behind the merchant’s collection and three months of distribution for fiscal year 2015 have been received.

Currently collections are 101.73 percent of the prior year.

E911 Emergency Fees – The City continues to receive a part of the E911 revenues generated on telephones within the City boundaries.

Fee-In-Lieu of Property Taxes – Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with any current monthly revenues.

Franchise Taxes (Cable TV) – This revenue source reports and pays on a quarterly basis and will first show on our November Financial Report. This revenue continues to increase slightly year over year.

Transient Room Tax Collections – This tax collection is reported by entities on the same schedule as general sales tax reporting.

Licenses and Permits –Business Licensing’ activity is on target. Building permits have started this year on target. Road Cuts revenues are billed monthly along with over the counter payments. Animal licensing collections are entering their seventh year.

Intergovernmental Revenues – Class C road funds are paid bi-monthly. Liquor Funds are distributed once a year in December. Other Federal Grants (CDBG) are reimbursed to the City as expenses are submitted for funding.

Charges for Service – Zoning revenues are on target for the year. Billings for annual inspections of short term rentals as part of their annual business licensing have been correctly reflected as a current July revenue.

Fines and Forfeitures – Primary revenues from tickets processed through Holladay Justice court are reconciled and collected quarterly.

Miscellaneous/Interest – The interest earnings on our PTIF account with the State Treasurer is split among General Fund and Capital Projects Fund and other designated fund balances. Total earnings in all funds in the PTIF for the fiscal year are \$10,822 and are mostly credited to Capital Projects Fund balance.

General Fund – Expenditures

General Government – All department expenditures are within budgeted amounts. Some departments have large annual expenditures during the first period of the year.

Public Safety - The Public Safety department includes police, fire and ordinance enforcement. The police department is within budget year to date. The fire department is billed quarterly and reflects payments for services through December 30th. Ordinance Enforcement is within budget.

Highways & Public Improvements – Public Works expenditures are within budget. Impact Fee Programs include both Storm Water and Transportation fee projects. The Class C Road program budget is primarily for street sweeping and the Terra Care roads contract.

Community and Economic Development - All department expenditures are within budget.

Debt Service - The City has a capital lease for leased public safety vehicles. Interest on this debt is accrued to the fiscal year in which it was earned.

General Fund - Other Financing Sources and Uses

Unrestricted General Fund Balance Appropriated – This amended budgeted balance has been budgeted at \$604,608 from fiscal year 2014 fund balance.

Appropriated Beg Balances – Class C Road funds' carried forward from the prior year is estimated at zero.

Transfers - Transfers to the Capital Projects fund are budgeted and primarily expended at year-end when available funds are known. There is \$121,911 of budgeted transfer to Capital Projects.

General Fund – Fund Balance

Fund Balance - The Beginning Balance of Unrestricted funds for fiscal year 2015 is currently estimated at \$2,402,198. Of this amount, the Unrestricted Assigned General Fund Balance is a 6.0 percent reserve of \$924,392. Of the remaining funds, \$604,680 has been appropriated in the current amended budget.

Capital Projects – Revenue

Revenue - Interest calculations are based on the PTIF earnings rate at the State of Utah Treasurer’s Pool account for the City. Impact fees are collected on new development permits as they are issued. There is also a budgeted CDBG grant.

Capital Projects - Expenditures

General Government –This budget includes \$17,338,152 for projects and engineering. Various projects are itemized as line items in this report.

Capital Projects – Other Financing Sources / Uses

Transfers from General Fund – There is an amended budgeted transfer from the General Fund for \$121,911. Transfers in the fiscal year will be made when annual revenues and expenditures are known and available funds are known at year end.

Reimbursements – Sales Tax Revenue Bonds – These funds come from the Sale Tax Revenue Bonds issued July 2, 2014. Reimbursements of amounts spent in fiscal year 2014 have been reimbursed in fiscal year 2015. Future expenditures that are to be covered by bond proceeds, will be reimbursed as requests are submitted.

Unrestricted Assigned Capital Projects Appropriated Beg Bal – The current estimated amount of \$15,635,855 represents the prior year’s estimated ending fund balance and includes available sales tax revenue bond revenues of \$10,460,959. It has been

calculated that there is an additional \$1,264,705 of unspent funds remaining from fiscal year 2014. All prior budgeted capital projects that were unspent in fiscal year 2014 will be reviewed and re-appropriated through budget amendments in 2015 along with any additional available funds.

Employee Benefits Fund – an Internal Service Fund

The purpose of this fund is to pay as you go with regards to employee's accrued benefits. This report shows the total balance in the PTO liability account and any uses during the reporting period. The year-end calculated amount of the potential future liability for lump sum payouts has been funded. By doing so the City should never find itself with an unexpected or unfunded employee benefit liability. This was funded \$1,597.01 in FY 2014 based on actual accrued employee PTO (Personal Time Off) and is budgeted to receive an additional \$104,371 funding at year-end, but this annual amount may be reduced in the future when additional actual needs are reassessed. Current funded liability balance is \$317,628.

Community Events & Activity Summary

This report is a compilation of various activities that are tracked to collect data by project or activity. The amounts shown are as of the date of the report.

Sincerely,

A handwritten signature in black ink that reads "Steve Fawcett". The signature is written in a cursive style with a long horizontal line extending to the right.

Steve Fawcett
Finance Director
Cottonwood Heights
"City between the Canyons"

COTTONWOOD HEIGHTS
11 - GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FISCAL PERIOD ENDING OCTOBER 31, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
REVENUES							
TAXES							
REAL PROPERTY TAXES	\$ 6,589,477	\$ 6,589,477	\$ 22,625	\$ 390,178	\$ -	\$ (6,199,299)	6%
GENERAL SALES AND USE TAXES	5,300,000	5,300,000	422,973	854,350	-	(4,445,650)	16%
E911 EMERGENCY TELEPHONE FEES	265,000	265,000	23,056	46,528	-	(218,472)	18%
FEE-IN-LIEU OF PROPERTY TAXES	390,000	390,000	32,796	281,468	-	(108,532)	72%
FRANCHISE TAXES - CABLE TV	331,700	331,700	-	-	-	(331,700)	0%
INNKEEPER TAX	25,000	25,000	256	1,633	-	(23,367)	7%
TOTAL TAXES	12,901,177	12,901,177	501,705	1,574,158	-	(11,327,019)	12%
LICENSES AND PERMITS							
BUSINESS LICENSES AND PERMITS	220,000	220,000	24,918	80,597	-	(139,404)	37%
BUILDINGS, STRUCTURES AND EQUIPMENT	405,600	405,600	28,674	126,755	-	(278,845)	31%
ROAD CUT FEES	35,000	35,000	2,050	7,925	-	(27,075)	23%
ANIMAL LICENSES	10,000	10,000	1,011	4,244	-	(5,756)	42%
TOTAL LICENSES AND PERMITS	670,600	670,600	56,652	219,520	-	(451,080)	33%
INTERGOVERNMENTAL REVENUE							
FEDERAL GRANTS	-	-	-	-	-	-	0%
JUSTICE ASSISTANCE GRANT	-	-	-	-	-	-	0%
BVP - Bullet Proof Vest Program	-	-	-	-	-	-	0%
CRIME VICTIM ASSISTANCE GRANT	20,000	20,000	-	-	-	(20,000)	0%
STATE GRANTS	-	2,000	1,600	1,600	-	(400)	80%
STATE CLICK IT TICKET	-	-	-	-	-	-	0%
HIGHWAY SAFTEY DUI OT GRANT	-	3,599	9,294	12,894	-	9,295	358%
JUV ALC ENF - EZ GRANT	-	-	-	-	-	-	0%
CLASS C ROADS	1,090,000	1,090,000	103,597	298,043	-	(791,957)	27%
LIQUOR FUND ALLOTMENT	45,000	45,000	-	-	-	(45,000)	0%
LOCAL GRANTS	-	3,887	-	3,887	-	-	0%
MISC LOCAL GRANTS	-	-	-	-	-	-	0%
ULGT GRANT	-	-	-	-	-	-	0%
TOTAL INTERGOVERNMENTAL REVENUE	1,155,000	1,164,486	114,491	316,424	-	(848,062)	27%
CHARGES FOR SERVICE							
ZONING AND SUB-DIVISION FEES	60,000	60,000	2,645	45,942	-	(14,058)	77%
SALE OF MAPS AND PUBLICATIONS	-	-	-	36	-	36	0%
VARIOUS OTHER FEES	5,500	5,500	550	3,100	-	(2,400)	56%
TOTAL CHARGES FOR SERVICE	65,500	65,500	3,195	49,078	-	(16,422)	75%
FINES AND FORFEITURES							
COURTS FINES	535,000	535,000	250	114,814	-	(420,186)	21%
FORFEITURES	-	-	-	8,251	-	8,251	0%
TOTAL FINES AND FORFEITURES	535,000	535,000	250	123,065	-	(411,935)	23%

FOR ADMINISTRATION USE ONLY

33.3% OF THE FISCAL YEAR HAS ELAPSED

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COTTONWOOD HEIGHTS
11 - GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FISCAL PERIOD ENDING OCTOBER 31, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
MISCELLANEOUS REVENUE							
INTEREST REVENUES	14,000	14,000	(880)	(2,295)	-	(16,295)	-16%
MISCELLANEOUS REVENUES	35,853	37,353	58,868	61,111	-	23,758	164%
SALE OF SURPLUS ASSETS	-	-	-	15,286	-	15,286	0%
POLICE RECORDS REVENUES	15,000	15,000	1,100	3,117	-	(11,883)	21%
EVENT REVENUES	14,401	28,543	-	22,263	-	(6,280)	78%
TOTAL MISCELLANEOUS REVENUE	<u>79,254</u>	<u>94,896</u>	<u>59,088</u>	<u>99,482</u>	<u>-</u>	<u>4,586</u>	<u>105%</u>
TOTAL REVENUES	<u>\$ 15,406,531</u>	<u>\$ 15,431,659</u>	<u>\$ 735,381</u>	<u>\$ 2,381,726</u>	<u>\$ -</u>	<u>\$ (13,049,933)</u>	<u>15%</u>
EXPENDITURES							
GENERAL GOVERNMENT LEGISLATIVE							
MAYOR & CITY COUNCIL	\$ 540,108	\$ 540,108	\$ 26,980	\$ 262,599	\$ -	\$ 277,509	49%
PLANNING COMMISSION	6,000	6,000	112	321	-	5,679	5%
LEGISLATIVE COMMITTEES & SPECIAL BODIES	144,000	186,848	6,825	92,955	-	93,893	50%
TOTAL LEGISLATIVE	<u>690,108</u>	<u>732,956</u>	<u>33,917</u>	<u>355,875</u>	<u>-</u>	<u>377,081</u>	<u>49%</u>
JUDICIAL							
COURTS & CITY PROSECUTOR & DEFENDER	365,000	365,000	-	74,938	-	290,062	21%
LIQUOR TAX FUNDS	35,000	35,000	-	-	-	35,000	0%
TOTAL JUDICIAL	<u>400,000</u>	<u>400,000</u>	<u>-</u>	<u>74,938</u>	<u>-</u>	<u>325,062</u>	<u>19%</u>
EXECUTIVE AND CENTRAL STAFF							
CITY MANAGER & GENERAL GOVERNMENT	716,590	716,590	52,466	235,649	-	480,941	33%
CITY MANAGER - EMERGENCY MANAGEMENT	30,600	34,488	-	2,955	-	31,533	9%
INFORMATION TECHNOLOGY	137,100	172,100	27,661	46,108	-	125,992	0%
TOTAL EXECUTIVE & CENTRAL STAFF	<u>884,290</u>	<u>923,178</u>	<u>80,128</u>	<u>284,711</u>	<u>-</u>	<u>638,466</u>	<u>31%</u>
ADMINISTRATIVE AGENCIES							
FINANCE	377,381	377,381	29,886	128,887	-	248,494	34%
ATTORNEY	227,482	227,482	35,616	117,846	-	109,636	52%
ADMINISTRATIVE SERVICES/RECORDER ELECTIONS	462,367	462,367	35,535	163,695	-	298,672	35%
TOTAL ADMINISTRATIVE AGENCIES	<u>1,067,230</u>	<u>1,067,230</u>	<u>101,037</u>	<u>410,429</u>	<u>-</u>	<u>656,802</u>	<u>38%</u>
TOTAL GENERAL GOVERNMENT	<u>3,041,628</u>	<u>3,123,364</u>	<u>215,081</u>	<u>1,125,953</u>	<u>-</u>	<u>1,997,411</u>	<u>36%</u>
PUBLIC SAFETY							
POLICE	5,249,542	5,270,942	396,341	1,876,550	5,537	3,388,855	36%
FIRE	3,466,008	3,466,008	49,922	1,717,772	-	1,748,236	50%
ORDINANCE ENFORCEMENT	153,882	153,882	10,949	52,321	-	101,561	34%
TOTAL PUBLIC SAFETY	<u>8,869,433</u>	<u>8,890,832</u>	<u>457,211</u>	<u>3,646,644</u>	<u>5,537</u>	<u>5,238,651</u>	<u>41%</u>

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COTTONWOOD HEIGHTS
11 - GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FISCAL PERIOD ENDING OCTOBER 31, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
HIGHWAYS AND PUBLIC IMPROVEMENTS							
PUBLIC WORKS (NON-CLASS C)	1,444,425	1,394,425	111,021	431,534	-	962,890	31%
IMPACT FEE PROGRAM	-	-	-	-	-	-	0%
CLASS C ROAD PROGRAM	1,090,000	1,090,000	82,479	163,067	-	926,933	15%
TOTAL HIGHWAYS AND PUBLIC IMPROVEMENT	2,534,425	2,484,425	193,499	594,601	-	1,889,824	24%
COMMUNITY AND ECONOMIC DEVELOPMENT							
COMMUNITY AND ECONOMIC DEVELOPMENT	70,000	70,000	8,238	17,220	-	52,780	25%
PLANNING	445,632	445,632	37,417	156,911	-	288,721	35%
ENGINEERING	560,000	560,000	36,488	100,276	-	459,724	18%
TOTAL COMMUNITY & ECONOMIC DEVELOPMENT	1,075,632	1,075,632	82,143	274,407	-	801,225	26%
DEBT SERVICE							
INTEREST AND PRINCIPAL	356,476	356,476	-	11,682	-	344,794	3%
TOTAL DEBT SERVICE	356,476	356,476	-	11,682	-	344,794	3%
TOTAL EXPENDITURES	\$ 15,877,593	\$ 15,930,728	\$ 947,935	\$ 5,653,287	\$ 5,537	\$ 10,271,904	35%
EXCESS (DEFIC) OF REVENUES OVER EXPENDITURES	\$ (471,062)	\$ (499,069)	\$ (212,554)	\$ (3,271,561)	\$ (5,537)	\$ (2,778,029)	
OTHER FINANCING SOURCES							
UNRESTRICTED GENERAL FUND BEG BAL APPROPRIATED	471,063	604,680	-	604,680	-	-	100%
RESTRICTED CLASS C ROADS BEG BAL (estimated)	-	-	-	-	-	-	0%
TOTAL OTHER FINANCING SOURCES	471,063	604,680	-	604,680	-	-	100%
Subtotal Available Revenues & Sources	0	105,611	(212,554)	(2,666,881)	(5,537)	(2,778,029)	
CAPITAL LEASE - PUBLIC SAFETY	-	-	-	1,486,565	-	1,486,565	0%
TRANSFER TO CAPITAL IMPROVEMENT FUND - Class C Roæ	-	-	-	-	-	-	0%
TRANSFER TO CAPITAL IMPROVEMENT FUND	-	121,911	-	-	-	(121,911)	0%
TOTAL OTHER FINANCING USES	-	121,911	-	1,486,565	-	1,364,654	0%
CURRENT CHANGE IN FUND BALANCE	0	(16,300)	(212,554)	(4,153,446)	(5,537)	(4,142,682)	
UNRESTRICTED GENERAL FUND BALANCE - unappropriated	-	-	-	-	-	-	0%
UNRESTRICTED ASSIGNED GENERAL FUND 6%	899,412	924,392	-	-	-	(924,392)	0%
FUND BALANCE - "EXPECTED"	\$ 899,412	\$ 908,092	\$ (212,554)	\$ (4,153,446)	\$ (5,537)	\$ (5,067,074)	-457%
Fund Balance Expected:							
Unrestricted Assigned General Fund 6 %	\$ 899,412	\$ 924,392	\$ (212,554)	\$ (4,153,446)	\$ (5,537)	(924,392)	100%
Unrestricted Unassigned General Fund (Current Estimate)	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ (4,142,682)	

Cottonwood Heights
45 - Capital Projects Fund
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Fiscal Period Ending October 31, 2014

REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
FEDERAL GRANT - CDBG	\$ 121,051	\$ 121,051	\$ -	\$ -	\$ -	\$ (121,051)	0%
STATE GRANT	-	-	-	-	-	-	0%
LOCAL GRANT REVENUE	-	-	-	-	-	-	0%
IMPACT FEES - CURRENT YEAR COLLECTIONS	50,000	50,000	3,913	13,451	-	36,549	0%
INTEREST REVENUES	30,000	30,000	2,743	10,271	-	(19,729)	34%
PRIVATE HOA CONTRIBUTION	-	90,000	-	-	-	(90,000)	0%
TOTAL REVENUES	201,051	291,051	6,656	23,722	-	(194,232)	8%
EXPENDITURES							
PAVEMENT MGMT - ROAD CONSTRUCTION	966,926	966,926	2,115	521,930	-	444,996	54%
ADA RAMPS	121,051	161,051	-	-	-	161,051	0%
INTERSECTION IMPROVEMENTS	-	314,848	1,824	9,513	-	305,335	3%
TRAFFIC CALMING	-	-	-	-	-	-	0%
STORM DRAIN IMPROVEMENTS	25,000	-	-	-	-	-	0%
CROSS GUTTER REPLACEMENT	-	40,000	-	-	-	40,000	0%
SIDEWALK REPLACEMENT	-	50,000	755	13,834	-	36,166	28%
PUBLIC WORKS SITE	1,956,500	2,056,500	1,703	1,703	-	2,054,798	0%
BENGAL BLVD	1,351,470	1,263,748	8,651	8,651	-	1,255,096	1%
SAFE SIDEWALKS (7200 South)	-	40,000	-	39,752	-	248	99%
CIP - SUSTAINABILITY PLAN	-	-	-	-	-	-	0%
HAZARD MITIGATION	-	75,000	21,632	29,408	-	45,592	39%
2325 E TRAFFIC CALMING	-	-	-	-	-	-	0%
1700 E RECONSTRUCTION	-	171,016	59,044	59,044	-	111,972	35%
UNION PK LANDSCAPE/AC/Mgmt	-	94,338	100,036	105,326	-	(10,988)	112%
FT UNION PARK & RIDE	925,000	1,154,635	173,187	202,779	-	951,856	18%
TRAFFIC ADAPTIVE	-	126,800	-	-	-	126,800	0%
3000 EAST WALL CONSTRUCTION	-	129,000	191	128,972	-	28	0%
BROWN SANFORD INV & ASSESSMENT	30,000	30,000	-	-	-	30,000	0%
MISCELLANEOUS SMALL PROJECTS	-	111,000	-	-	-	111,000	0%
CITY MUNICIPAL CENTER	10,460,959	10,553,291	32,923	177,224	-	10,376,067	2%
TOTAL EXPENDITURES	15,836,906	17,338,152	402,061	1,298,136	-	16,040,016	7%
OTHER FINANCING SOURCES (USES)							
TRANSFERS FROM GENERAL FUND	-	121,911	-	-	-	121,911	0%
TRANSFERS FROM GENERAL FUND - Class C	-	-	-	-	-	-	0%
RESTRICTED STORM DRAIN IMPACT FUND	-	-	-	-	-	-	100%
REIMBURSEMENTS - SALES TAX REVENUE BOND	-	-	3,937,833	3,937,833	-	(3,937,833)	0%
UNRESTRICTED ASSIGNED CIP FUND - appropriated	15,635,855	15,635,855	-	-	-	15,635,855	0%
TOTAL OTHER FINANCING SOURCES	15,635,855	15,757,767	3,937,833	3,937,833	-	11,819,934	25%
Fund Balance Expected:							
Unrestricted CIP Fund Bal (prior year carried forward pr \$	(0)	\$ 1,264,705	1,264,705	1,264,705	\$ -	\$ -	0%

Cottonwood Heights
65-Employee Benefits Fund (an Internal Service Fund)
Statement of Revenues, Expenditures September 30, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
OPERATING REVENUES							
CHARGES FOR EMPLOYEE BENEFITS	\$ 104,371	\$ 104,371	\$ -	\$ -	\$ -	\$ (104,371)	0%
	104,371	104,371	-	-	-	(104,371)	0%
OPERATING EXPENSES							
EMPLOYEE BENEFIT ACCRUALS	105,271	105,271	-	-	-	105,271	0%
	105,271	105,271	-	-	-	105,271	0%
OPERATING INCOME (LOSS)	(900)	(900)	-	-	-	900	0%
NON-OPERATING REVENUES							
INTEREST REVENUES	900	900	131	509	-	(391)	57%
NON-OPERATING INCOME (LOSS)	900	900	131	509	-	(391)	
Change in Net Position	\$ -	\$ -	\$ 131	\$ 509	\$ -	\$ 509	0%

NOTE: Balance of Liability Account

NET ACCUMULATED LIABILITY - BEGINNING OF FY
ACCRUED FUTURE LIABILITY ADDED FY2015
NET ACCUMULATED LIABILITY - ENDING OF FY

\$	317,628
\$	105,271
\$	422,899

**Calculations & Accruals made at year-end.

Activity Code Summary

As of

October 31, 2014

Activity Number	Activity Name	Adopted Fiscal Year		Changes to Fiscal Year		Modified Fiscal Year		YTD Expenses	YTD Reimbursements or Revenue	Remaining Budget
		Budget		Budget		Budget				
401	Activity-Neighborhood Watch	500.00	-	500.00	-	500.00	-	-	-	500.00
700	Events-Misc. City	4,750.00	-	4,750.00	-	4,750.00	768.33	-	-	3,981.67
702	Events-Meet the Candidates (YCC Sponsor)	500.00	-	500.00	-	500.00	-	-	-	500.00
703	Events-Halloween Event	750.00	-	750.00	-	750.00	-	-	-	750.00
704	Events-Emergency Fair	5,000.00	-	5,000.00	-	5,000.00	4,647.52	-	-	352.48
705	Events-Sub for Santa	-	-	-	-	-	-	-	RV	-
733	Events-CWHPRSA Hosting/Sponsor Contract	10,000.00	-	10,000.00	-	10,000.00	10,000.00	-	-	-
718	Events-CWHPRC Adult Tennis Classic Sponsorship	1,500.00	-	1,500.00	-	1,500.00	1,500.00	-	-	-
719	Events-CWHPRC Movie in the Park Sponsorship	3,000.00	-	3,000.00	-	3,000.00	2,000.00	-	-	1,000.00
721	Events-CWHPRC Turkey Day Run Sponsorship	5,000.00	-	5,000.00	-	5,000.00	-	-	-	5,000.00
710	Events-Youth City Council	5,000.00	-	5,000.00	-	5,000.00	-	(400.00)	RV	5,000.00
711	Events-City Birthday Party	15,000.00	-	15,000.00	-	15,000.00	695.20	-	-	14,304.80
214	Activity-YCC Competition Award	-	-	-	-	-	-	-	RV	-
713	Events-Bark in the Park/Pooch Plunge	4,000.00	-	4,000.00	-	4,000.00	2,810.83	-	-	1,189.17
716	Events-Easter Egg Hunt	5,500.00	-	5,500.00	-	5,500.00	-	-	-	5,500.00
717	Events-Holiday Appreciation Dinner	-	-	-	-	-	-	-	-	-
724	Events-Butterville Days and Float	52,000.00	-	52,000.00	-	52,000.00	69,673.57	(17,533.00)	Rb	(140.57)
724	Events-Butterville Days Taxable Sales	-	-	-	-	-	-	(3,717.00)	RV	NA
725	Events-History Committee	2,500.00	-	2,500.00	-	2,500.00	1,864.44	-	-	635.56
734	Events-History Markers along Big Cottonwood Trail	8,000.00	-	8,000.00	-	8,000.00	-	-	-	8,000.00
726	Events-Biking Committee	500.00	-	500.00	-	500.00	-	-	-	500.00
727	Events-Arts Council Play	10,000.00	-	10,000.00	-	10,000.00	15,079.24	-	Rb	(5,079.24)
727	Events-Arts Council Play Reimbursements/Ticket Sa	-	13,427.00	13,427.00	-	13,427.00	-	(13,427.00)	RV	13,427.00
727	Events-Arts Council Play Taxable Sales	-	714.75	714.75	-	714.75	-	(714.75)	RV	714.75
732	Events-Arts Council Non Play Activities	-	-	-	-	-	-	-	RV	-
206	Grants-2014 On-Stage State Arts Grant	-	26,706.15	26,706.15	-	26,706.15	2,158.46	-	RV	24,547.69
728	Events-Night Out Against Crime	-	-	-	-	-	-	(1,600.00)	RV	1,600.00
730	Events-Volunteer Recognition	5,500.00	-	5,500.00	-	5,500.00	500.00	-	-	5,000.00
731	Events-City Banner Program	5,000.00	-	5,000.00	-	5,000.00	-	-	-	5,000.00
Total		144,000.00	40,847.90	186,847.90	40,847.90	186,847.90	111,697.59	(37,391.75)		92,283.31

1 Budget Amendment-FY2014 carryover

2 Budget Amendment-Other

3 Budget Amendment-FY2015 budget earned revenue

Capital Projects

See report on Capital Projects fund 45



COTTONWOOD HEIGHTS



OCTOBER 2014 FIRE REPORT



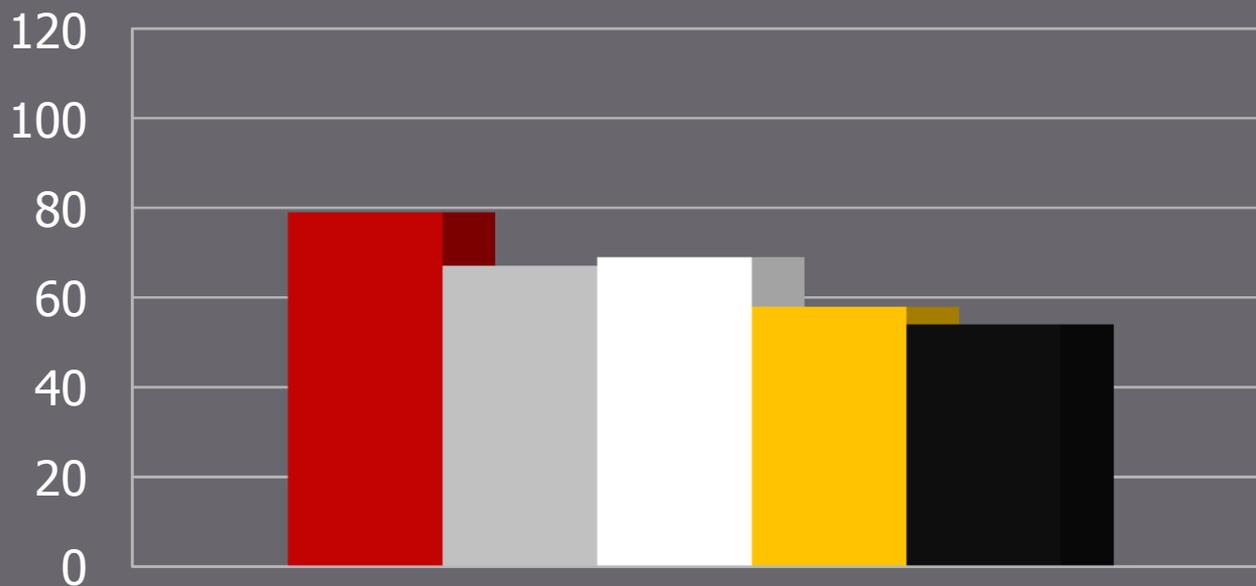
October Monthly Call Volume

	Station	Staffing	Fire	Medical	Total
1	Station 101, West Millcreek 790 East 3900 South	7*	51	305	356
2	Station 118, Taylorsville 5317 South 2700 West	5	46	171	217
3	Station 117, Taylorsville 4545 South Redwood Road	5	35	156	191
4	Station 126, Midvale 607 East 7200 South	3	35	138	173
5	Station 125, Midvale 7683 South Holden St.	3	23	139	162
6	Station 110, Cottonwood Heights 1790 South Ft. Union Blvd.	5	41	119	160
7	Station 104, Holladay 4626 South Holladay Blvd.	5	37	19	156
8	Station 109, Kearns 4444 West 5400 South	5	24	127	151
9	Station 105, Draper 780 East 12300 South	3	23	114	137
10	Station 106, East Millcreek 1911 East 3300 South	5	23	105	128
11	Station 112, Olympus 3612 East Jupiter Drive	5	26	94	120
12	Station 111, Magna 8215 West 3500 South	5	16	92	108
13	Station 114, Draper 14324 South 550 East	3	12	91	103
14	Station 124, East Riverton 12662 S. 1300 W.	4	12	85	97
15	Station 102, Magna 8609 West 2700 South	4	15	75	90
16	Station 107, Kearns 6305 South 5600 West	4	14	73	87
17	Station 121, Riverton 4146 West 12600 South	5	20	44	64
18	Station 123, Herriman 4850 West Mt. Ogden Peak Dr.	5*	16	48	64
19	Station 116, Cottonwood Heights 8303 South Wasatch Blvd.	4	13	49	62
20	Station 103, Herriman 5916 West 13100 South	3	13	38	51
21	Station 252, Eagle Mountain 3785 E. Pony Express Parkway	3*	17	32	49
22	Station 120, Riverton 13000 South 2700 West	4*	8	13	21
23	Station 122, Draper 14903 South Deer Ridge Road	3*	8	11	19
24	Station 251, Eagle Mountain 1680 E Heritage Drive	3*	8	8	16
25	Station 113, Little Cottonwood 9523 East Bypass Road	3	3	7	10
26	Station 119, Emigration 5025 East State Road 65	3	5	4	9
27	Station 108, Big Cottonwood 7688 South State Road 190	3	0	4	4
28	Station 115, Copperton 8495 West State Road 48	3	2	2	4
	*Part-time Firefighter		546	2163	2809



Fire Calls

Average: 65.4

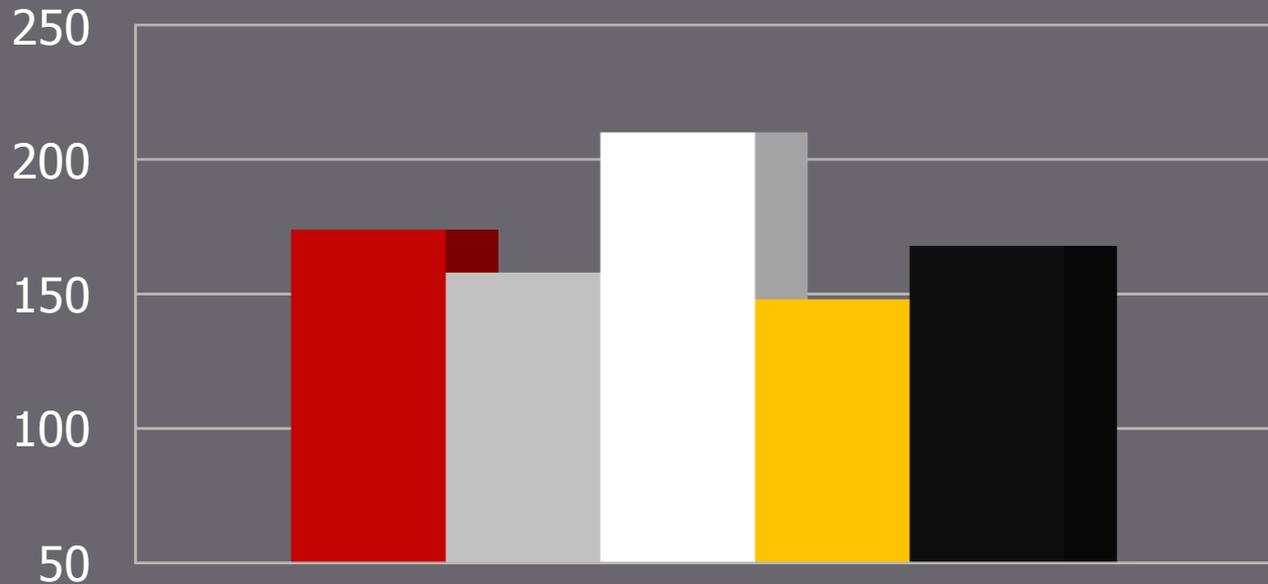


October 2010	79
October 2011	67
October 2012	69
October 2013	58
October 2014	54



Medical Calls

Average: 171.6

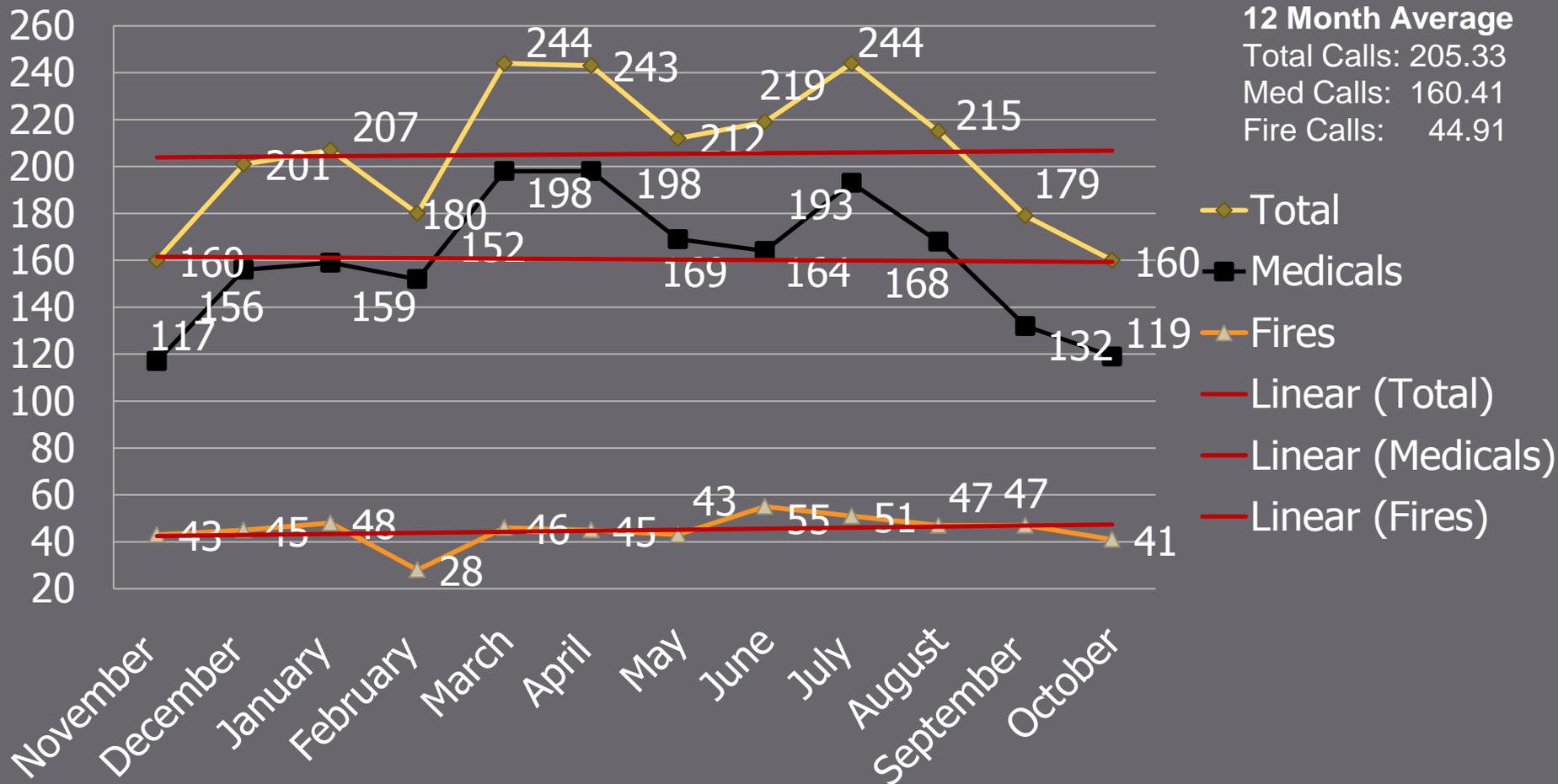


October 2010	174
October 2011	158
October 2012	210
October 2013	148
October 2014	168



Station 110

Calls By Month



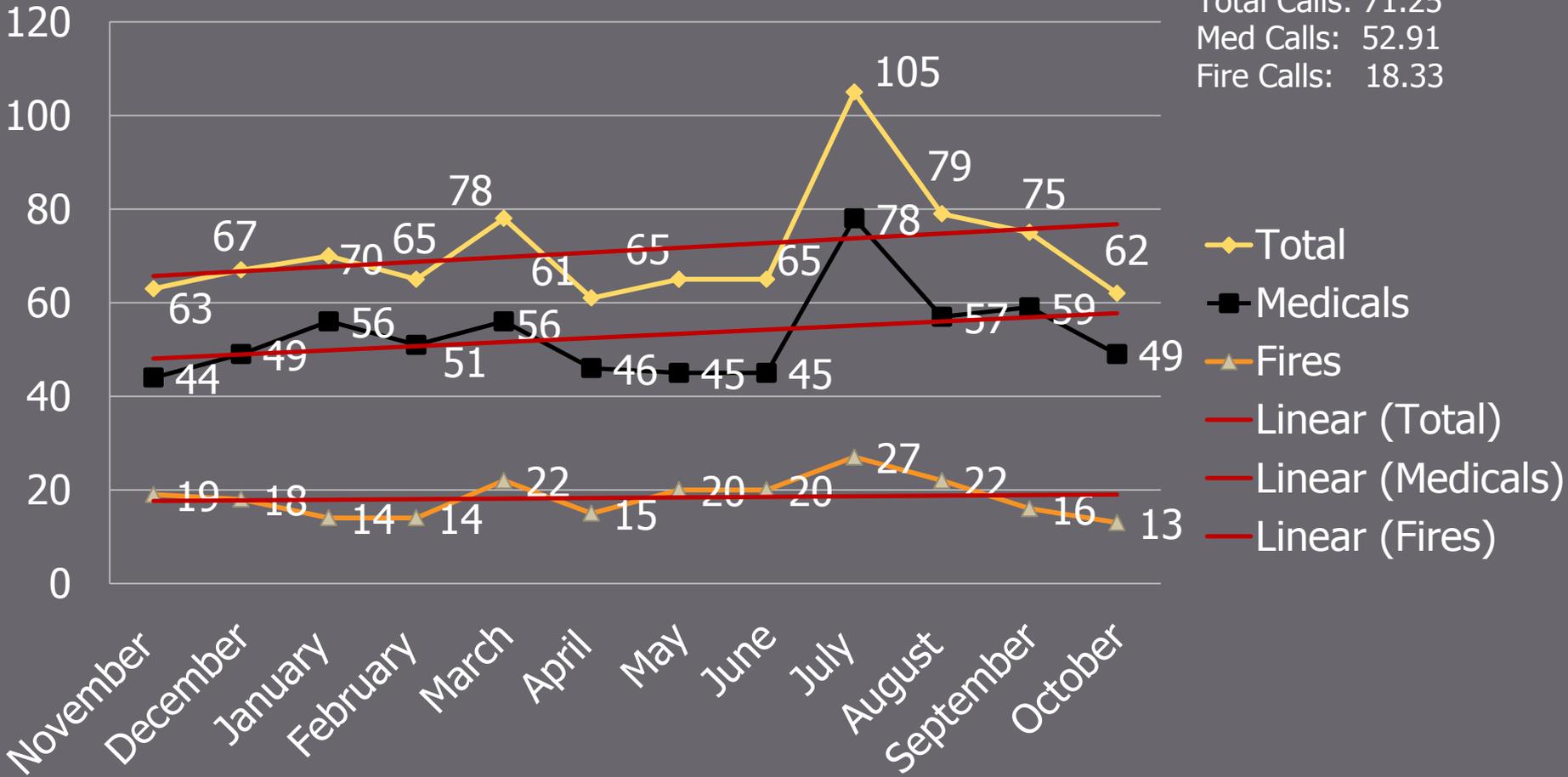


Station 116

Calls By Month

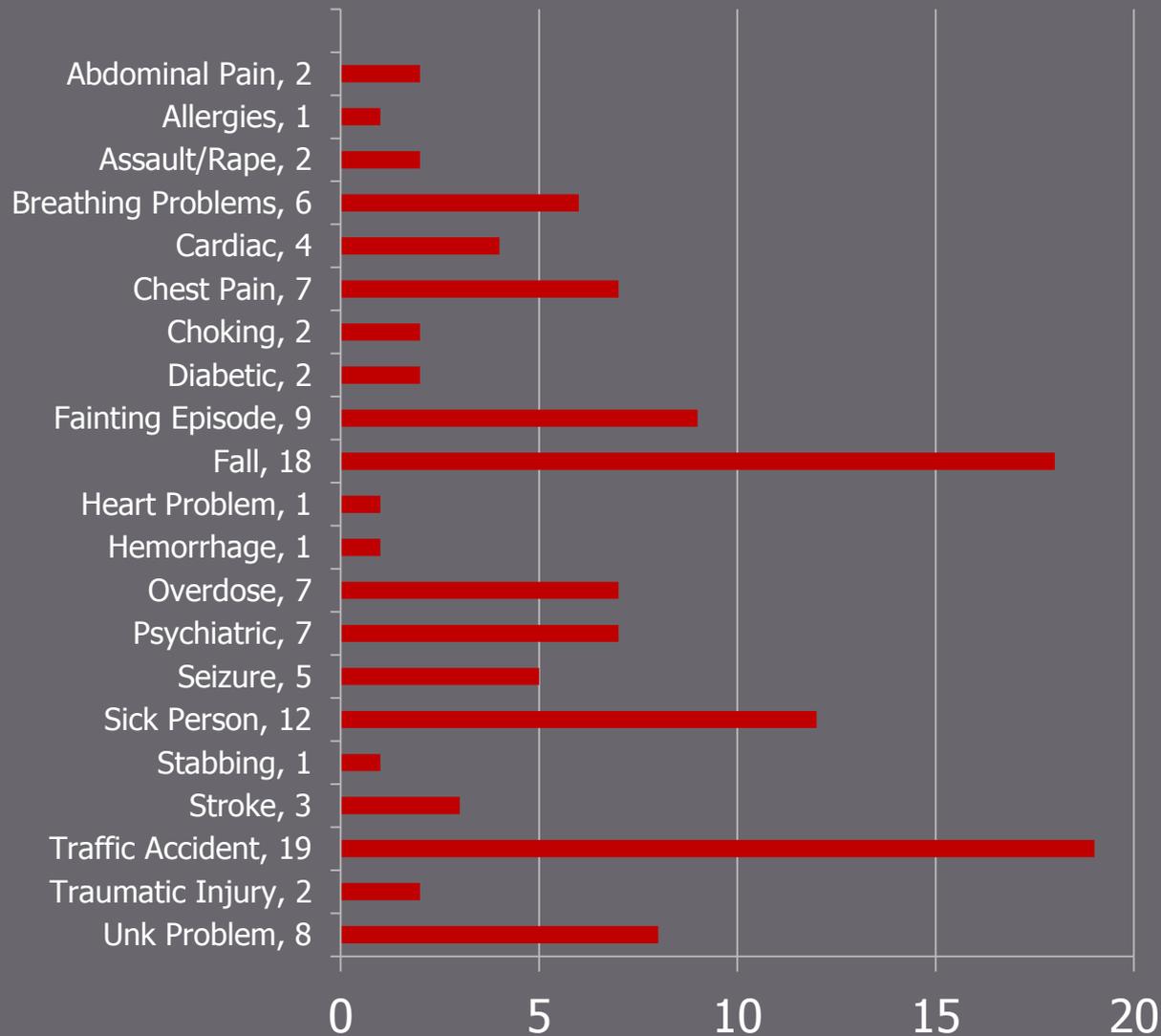
12 Month Average

Total Calls: 71.25
Med Calls: 52.91
Fire Calls: 18.33



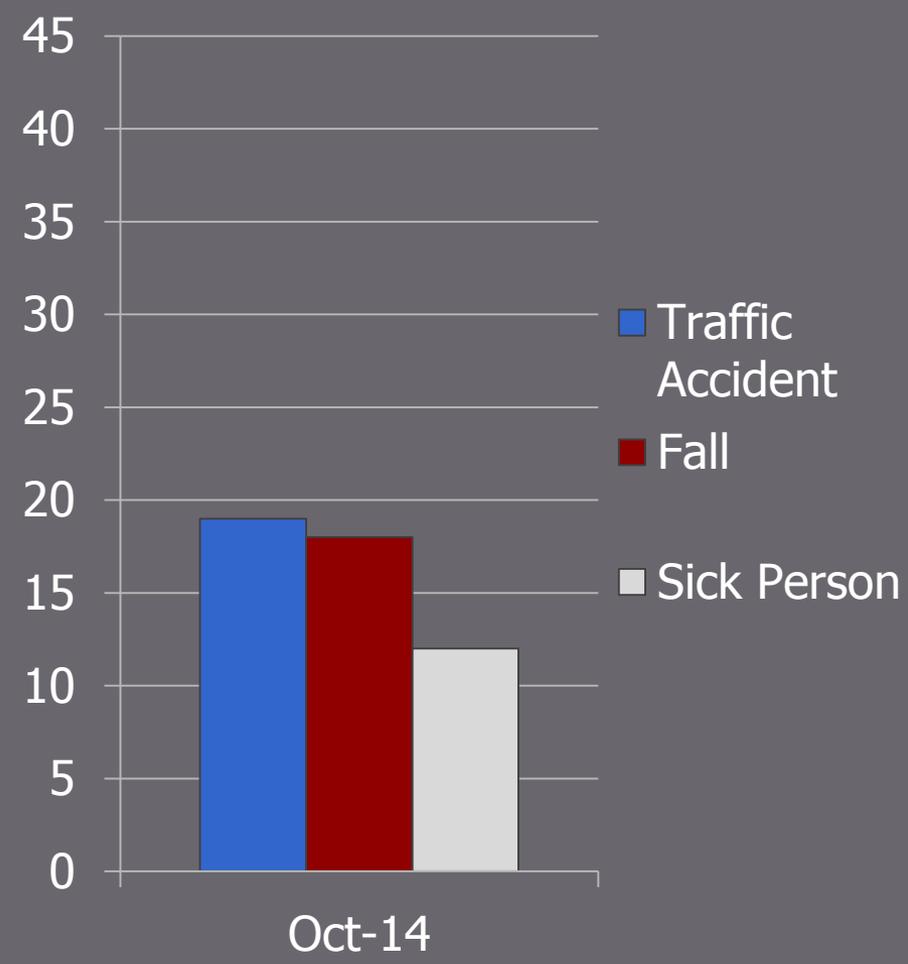
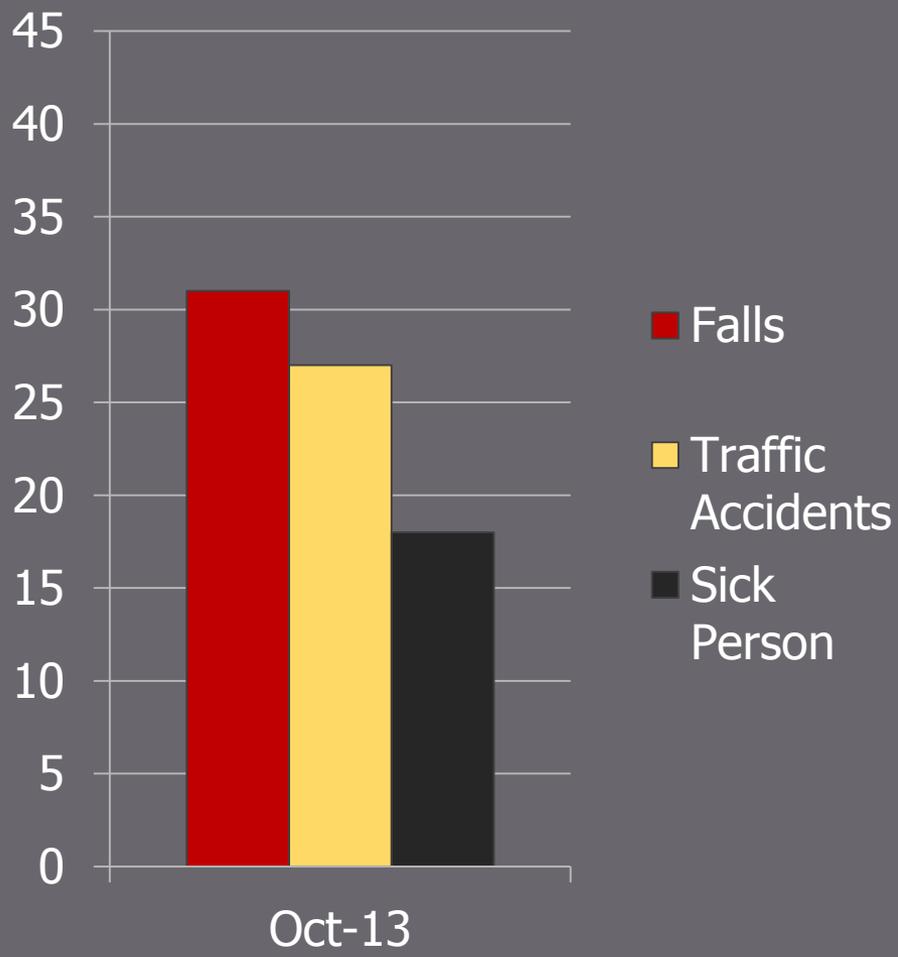


October Medical Calls



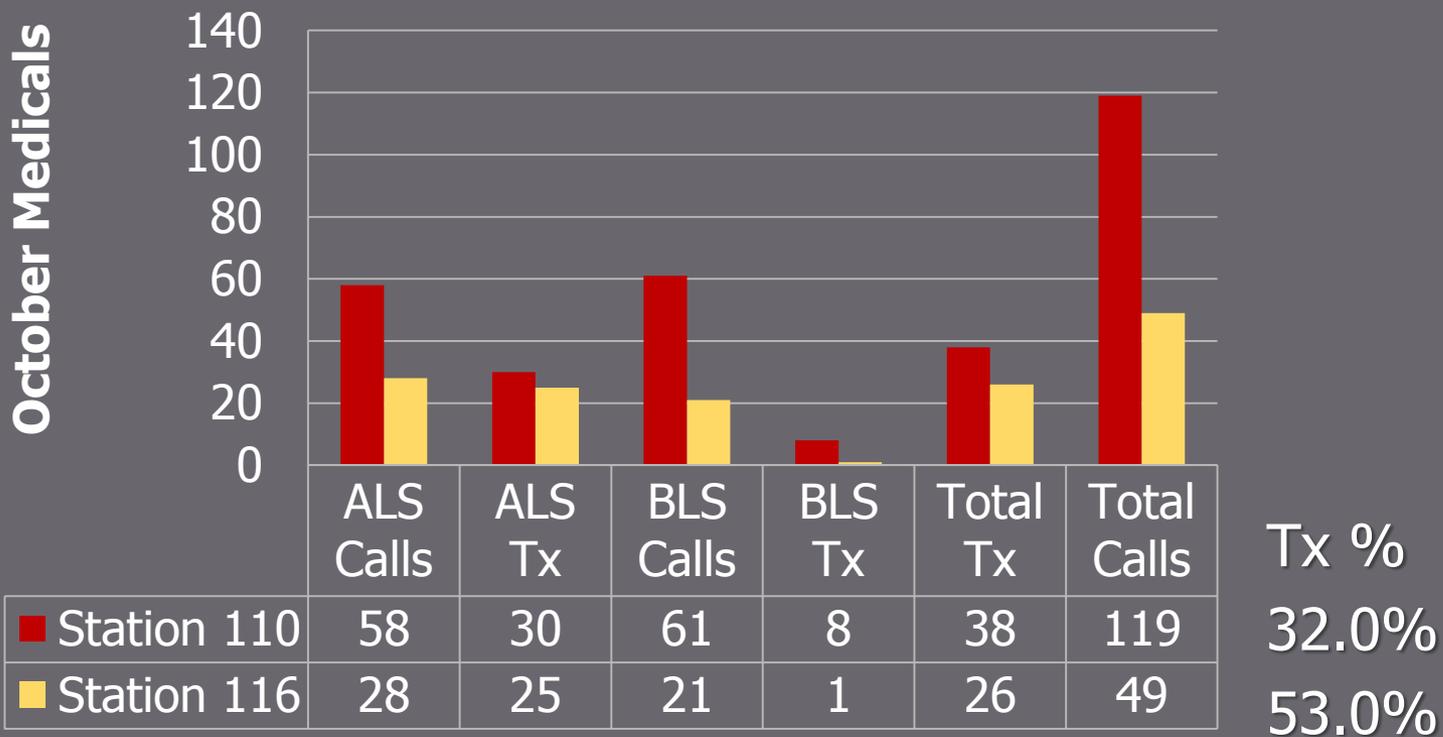


Medical Call Comparison





Ambulance Transports





Station 110 Ambulance Transports

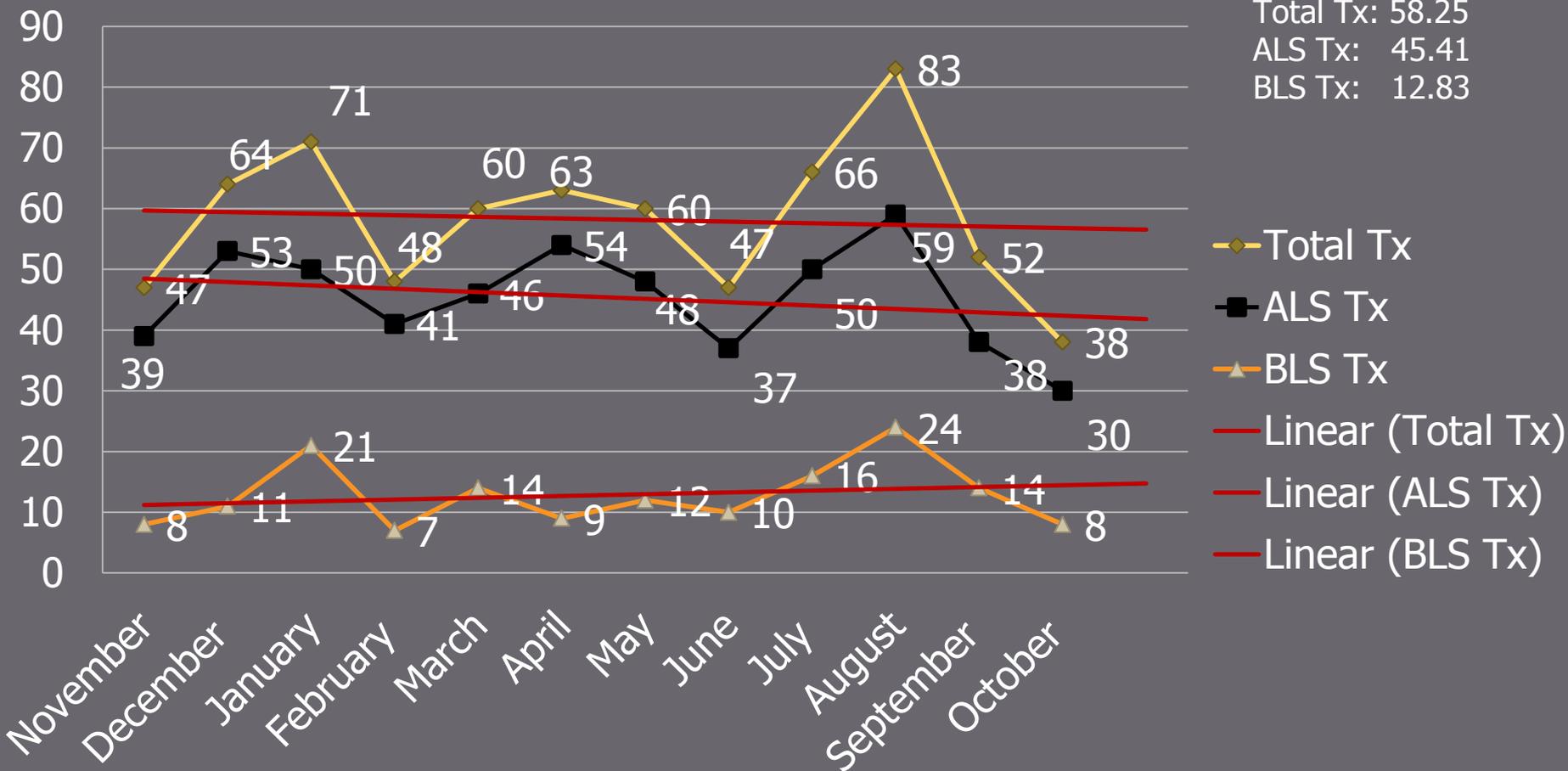
Calls By Month

12 Month Average

Total Tx: 58.25

ALS Tx: 45.41

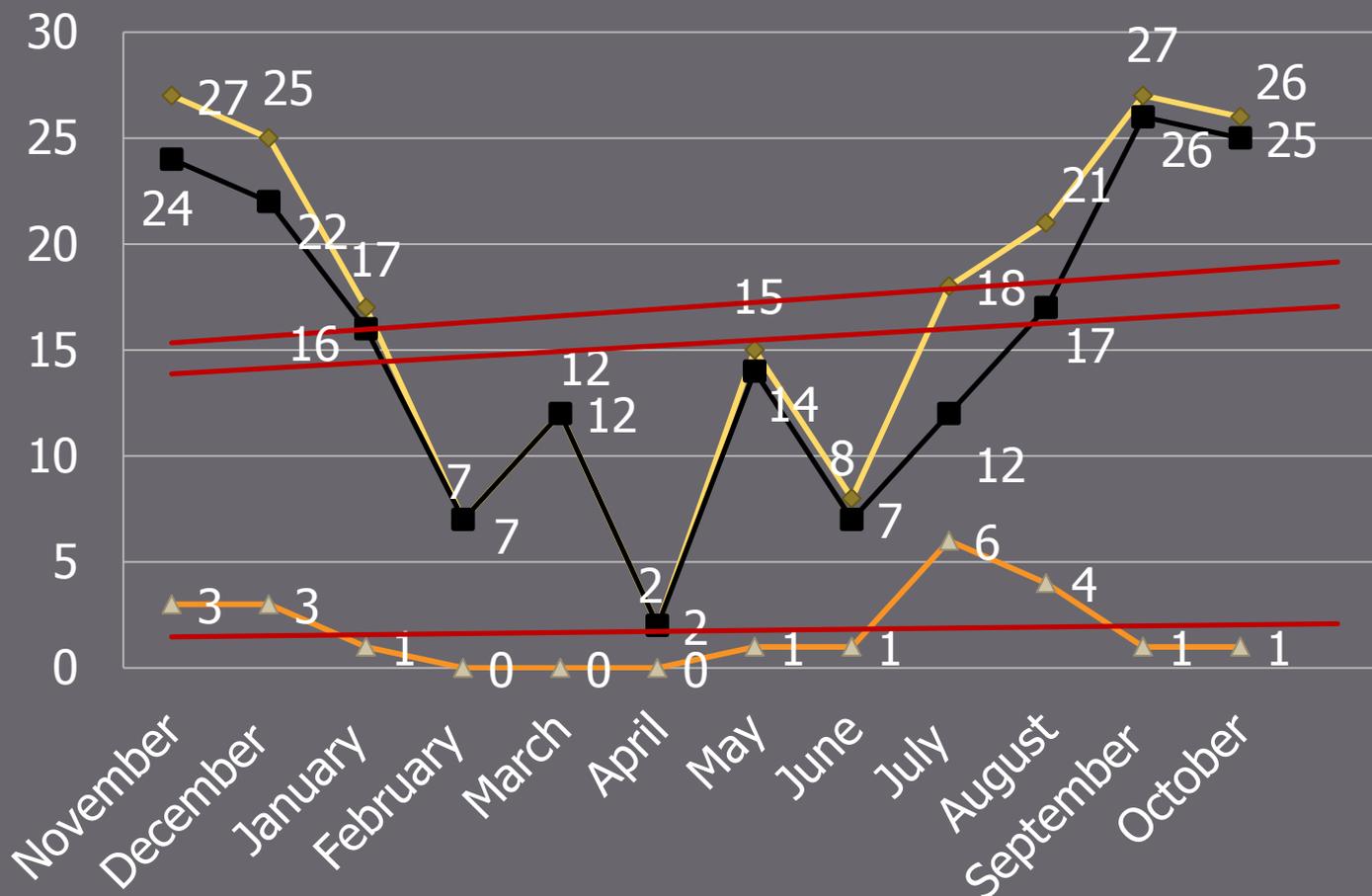
BLS Tx: 12.83





Station 116 Ambulance Transports

Calls By Month



12 Month Average

Total Tx: 17.08
ALS Tx: 15.33
BLS Tx: 1.75

- ◆ Total Tx
- ALS Tx
- ▲ BLS Tx
- Linear (Total Tx)
- Linear (ALS Tx)
- Linear (BLS Tx)



Customer Service Station 110 and 116

Station 110

Home Depot Safety fair - Talk and Demo's for 500+ Children
2 off-site Talk and Demo's for 28 People
Battalion Training

Station 116

Jet Blue Safety Fair - Talk and Demo's for 200+ People
One off-site Talk and Demo for a Scout Troop Pack Meeting with 30 attending
One Station Tour for 10 People
Battalion Training
Zoll Training



Safety Message

PREVENTING HOLIDAY ACCIDENTS

Nothing is more important than keeping your little ones safe. Yet every minute, 17 children go to the emergency room with unintentional injuries – that's 9.2 million accidents that didn't have to happen every year.

It's often small decisions – a candle left burning, a dry Christmas tree or child left alone even for a moment – that could have life-changing consequences. When it comes to holiday dangers, the numbers are more startling than you might think:

- ❑ Each year, fires occurring during the holiday season claim the lives of more than 400 Americans, injure 1,650 more, and cause more than \$990 million in damage.
- ❑ Candle-related fires are one of the most common holiday home hazards, averaging more than 12,000 each year, resulting in 136 deaths, more than 1,000 injuries and \$450 million in direct property damage.
- ❑ About 5,800 people – two to three every hour – were treated in emergency departments for fall-related injuries sustained while decorating during the holiday seasons.



Safety Message

- ❑ Christmas trees, both natural and artificial, were the item first ignited in an estimated average of 240 reported home structure fires per year. These fires caused an estimated average of 13 civilian deaths, 27 civilian injuries and \$16.7 million in direct property damage per year.

By taking simple steps, we have an opportunity to help change these statistics together. Committing a minute to safety can be as quick and easy as testing your smoke alarm, taking pillows out of the crib or simply using a cabinet lock. Imagine if every parent committed just one minute to safety every day? Thousands, perhaps millions, of injuries could be avoided. Parents today have a powerful opportunity to raise a safer generation of children, and it can all start by committing just one minute to safety.





Questions??

For further questions or comments please
contact Assistant Chief Mike Watson
mwatson@ufa-slco.org

Unified Fire Authority
3380 South 900 West
Salt Lake City, UT 84119
801-824-3705
www.unifiedfire.org

COTTONWOOD HEIGHTS

ORDINANCE NO. 232

AN ORDINANCE ESTABLISHING A SCHEDULE FOR REGULAR MEETINGS OF THE CITY COUNCIL, THE PLANNING COMMISSION AND THE BOARD OF ADJUSTMENT FOR 2015

WHEREAS, UTAH CODE ANN. §52-4-202 provides that any public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule; and

WHEREAS, UTAH CODE ANN. §10-3-502 provides that the governing body of a city shall, by ordinance, prescribe the time and place for holding its regular meetings, which shall be held at least once each month; and

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") desires to establish a regular meeting schedule for 2015 for the Council, as required by statute; and

WHEREAS, the Council also desires to establish regular meeting schedules for 2015 for the City's Planning Commission and its Board of Adjustment;

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

Section 1. ***Regular Meeting Schedule for 2015***. For 2015, regular meetings of the City's Council, Planning Commission and Board of Adjustment shall be held as follows:

(a) ***Council***. The Council's business meetings will occur on the second and fourth Tuesdays of each month, beginning at 7:00 p.m. The Council's work meetings will occur on the first, second, third and fourth Tuesdays of each month, beginning at 6:00 p.m. On evenings when a Council business meeting also will occur, the Council's work meeting will adjourn for such business meeting and then re-convene (as necessary to complete the agenda items) following the business meeting. All business meetings of the Council will occur in the public assembly room on the third floor of the City's offices (the "*City Offices*") at 1265 East Fort Union Blvd., Cottonwood Heights, Utah, and all work sessions of the Council will occur in the conference room on the second floor of the City Offices.

(b) ***Planning Commission***. The Planning Commission's business meetings will occur on the first Wednesday of each month, and the third Wednesday of January, April, June and October, in the public assembly room on the third floor of the City Offices, beginning at 6:00 p.m. The Planning Commission's work meetings will occur immediately prior to its business meetings, commencing at 5:00 p.m.

(c) ***Board of Adjustment***. The Board of Adjustment's business meetings generally will occur at least once per calendar quarter, and more frequently as needed, in the public assembly room on the third floor of the City Offices, beginning at 6:00 p.m., on such dates as may be specified upon at least 24 hours' prior public notice. Work meetings of the Board of Adjustment may precede such business meetings pursuant to appropriate public notice.

Section 2. **Reservations of Rights to Modify Meeting Schedules, Etc.** Each of the Council, the Planning Commission and the Board of Adjustment has and reserves the right to change the time, date and/or location of any of its meetings upon at least 24 hours' prior public notice, or to cancel any of such meetings or to hold special meetings as circumstances may warrant.

Section 3. **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 4. **Severability.** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 5. **Repealer.** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. **Effective Date.** This Ordinance, assigned no. 232, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder, or such later date as may be required by Utah statute.

PASSED AND APPROVED this 25th day of November 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

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

DEPOSITED in the Recorder's office this 25th day of November 2014.

POSTED this ___ day of November 2014.

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-74

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATIVE EASEMENT AGREEMENT WITH SALT LAKE COUNTY FOR THE BIG COTTONWOOD TRAIL

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

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

WHEREAS, UTAH CODE ANN. § 11-13-202(14) provides that any public agency may convey property to or acquire property from any other public agency for such consideration as may be agreed upon; and

WHEREAS, as explained in detail in the urban trails element of its general plan, the City desires to establish a public trail currently named the “Big Cottonwood Trail” (the “*Trail*”) from the City’s boundary near the “Knudsen Corner” intersection of I-215 and Holladay Blvd. to the Bonneville Shoreline Trail in Big Cottonwood Canyon; and

WHEREAS, a segment (the “*Segment*”) of the proposed Trail crosses real property (the “*Property*”) owned by the County; and

WHEREAS, the City desires to obtain from the County, and the County desires to grant to the City, a public easement across the Property for Trail purposes; and

WHEREAS, consequently, the County and the City jointly desire to enter into an interlocal cooperative agreement (the “*Agreement*”) whereunder the County will grant to the City a public easement across the Property for the purposes, and on the terms and conditions, specified in the Agreement; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 25 November 2014 to consider, among other things, approving the City’s entry into the Agreement; and

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

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

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

This Resolution, assigned no. 2014-74, shall take effect immediately upon passage.

PASSED AND APPROVED this 25th day of November 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 25th day of November 2014.

RECORDED this ___ day of November 2014.

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made on _____ 2014 by **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah ("*County*"), and **COTTONWOOD HEIGHTS**, a Utah municipal corporation ("*City*").

RECITALS:

A. County and City are public agencies for purposes of the Interlocal Cooperation Act (UTAH CODE ANN. §11-13-101, *et seq.*) (the "*Interlocal Act*").

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

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

D. City is in the process of completing and formalizing the establishment of a public trail named the "Big Cottonwood Trail" (the "*Trail*") from the terminus of the "Holladay Trail" at the City's boundary near the "Knudsen Corner" intersection of I-215 and Holladay Blvd., to the Bonneville Shoreline Trail in Big Cottonwood Canyon, all as shown on exhibit "A" annexed hereto. Partial funding for establishment, construction and maintenance of the Trail has occurred, or may occur, in conjunction with, or through, County's "Zoo, Arts and Parks" ("*ZAP*") program. The state of Utah also has appropriated, or may appropriate, funds to be used for Trail purposes, and in 2010 the Utah Department of Transportation approved funding a segment of the Trail (all funding through the state of Utah is referred to herein as "*State Funds*").

E. County owns approximately 10.87 acres of real property (the "*Property*") located at approximately 6660 South Big Cottonwood Canyon Road, Cottonwood Heights, Utah. A water/debris detention basin (the "*Basin*"), equipped with an earthen dam ("*Dam*") and a spillway ("*Spillway*"), is located on the Property and is an integral part of County's flood control infrastructure.

F. A segment (the "*Segment*") of the Trail crosses the Property. Consequently, City desires to formally obtain from County an easement across the Property for the Segment, as specified on exhibit "B" annexed hereto.

G. County desires to cooperate with establishment and formalization of the Trail, and therefore is willing to grant an express easement across the Property as provided in this Agreement.

A G R E E M E N T:

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

Section 1. **Grant of Easement.** County hereby agrees to grant and convey to City the non-exclusive public right-of-way and easement (the “*Easement*”) over and across the Property as provided in the Easement Agreement attached hereto as exhibit “C.”

Section 2. **Consideration.** City agrees, without cost to the County, to design and construct, and maintain the Trail Segment. The County and the City agree that in consideration of the mutual benefit afforded the citizens of the City and the County from the grant of the Easement and in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the County will grant the Easement to the City without fee.

Section 3. **Duration.** This Agreement shall take effect upon execution and terminate upon the performance by the parties of all the obligations described herein. The parties intend that the grant of the Easement as described in Exhibit C shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 4. **Additional Interlocal Act Issues.**

(a) **No Separate Entity.** This Agreement does not create a separate legal/interlocal entity.

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

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

(d) **Termination.** This Agreement may be partially or completely terminated only through a writing, signed by both parties, effecting such termination.

(e) **Approval by Attorneys.** This Agreement shall be submitted to the authorized attorneys for City and County for approval in accordance with UTAH CODE ANN. 11-13-202.5.

Section 5. **General Provisions.** The following provisions are also integral parts of this Agreement:

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, County by resolution of the Salt Lake County Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and the Salt Lake County Clerk, and City by resolution duly adopted by its city council, a certified copy of

which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved As To Form and Legality:

R. Christopher Preston
R. Christopher Preston, Deputy District Attorney
Date: Nov. 14, 2014

COTTONWOOD HEIGHTS, a Utah municipality

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, City Recorder

Approved As To Form and Legality:

Wm. Shane Topham, City Attorney
Date: _____, 2014

Exhibit "A"
to Interlocal Cooperation Agreement

(Attach Map of Trail)

**Exhibit “B”
to Interlocal Cooperation Agreement**

(Attach Map of Trail Segment)

Exhibit "C"
to Interlocal Cooperation Agreement

(Easement Agreement)

When Recorded, Mail To:

Cottonwood Heights
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

Affects a Portion of Tax Serial No. 22-23-401-001

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2014 (the "Effective Date"), by and between and SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Grantor"), and COTTONWOOD HEIGHTS, a Utah municipal corporation (the "City"). Grantor and the City are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

RECITALS

A. Grantor owns approximately 10.87 acres of real property (the "Property") that is located at approximately 6660 South Big Cottonwood Canyon Road, Cottonwood Heights, Utah and is described on Exhibit "A" attached hereto and incorporated herein by this reference. A water/debris detention basin (the "Basin"), equipped with an earthen dam ("Dam") and a spillway ("Spillway"), is located on the Property and is an integral part of Grantor's flood control infrastructure.

B. The City is in the process of completing and formalizing the establishment of a public trail named the "Big Cottonwood Trail" (the "Trail") from the terminus of the "Holladay Trail" at the City's boundary near the "Knudsen Corner" intersection of I-215 and Holladay Blvd., to the Bonneville Shoreline Trail in Big Cottonwood Canyon. Partial funding for establishment, construction and maintenance of the Trail has occurred, or may occur, in conjunction with, or through, Grantor's "Zoo, Arts and Parks" ("ZAP") program. The state of Utah also has appropriated, or may appropriate, funds to be used for Trail purposes, and in 2010 the Utah Department of Transportation approved funding a segment of the Trail (all funding through the state of Utah is referred to herein as "State Funds").

C. The City desires to obtain a non-exclusive perpetual public right-of-way and easement on, over, and across a portion of the Property (the "Easement Area") to allow the City to construct, reconstruct, install, maintain, use, operate, inspect, and repair thereon a segment of the Trail and appurtenant parts thereof (the "Trail Segment"). The legal description of the Easement Area constituting the Trail Segment is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference. The Trail Segment is depicted on the map attached hereto as Exhibit "C" and incorporated herein by this reference.

D. Grantor is willing to grant and convey a perpetual easement to the City for the purposes, and on the terms and conditions, specified in this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth therein, the Parties agree as follows:

1. **Easement.** Grantor hereby grants and conveys to the City a perpetual easement on, over, and across the Easement Area for the purpose of allowing the City to construct, re-construct, install, maintain, use, operate, inspect, and repair the Trail Segment and associated improvements (the “Improvements”), for the benefit of the public. All citizens of Salt Lake County shall have the right to use and enjoy the Trail Segment on the same basis, with no preference given to the City’s residents over non-City residents. Any rights of ingress and egress over and across adjacent and contiguous property owned by Grantor that are not covered by other easements must be obtained in writing from the Salt Lake County Flood Control Division.

2. **Public Use of Easement.** The City shall have the right to permit the public to pass and re-pass over the Easement Area on foot and on non-motorized bicycles. Grantor-authorized and City-authorized motorized construction and maintenance vehicles shall be permitted on the Easement. Motorized wheelchairs or similar single-occupant, low-speed transportation devices for mobility-impaired persons shall be permitted as required by applicable law. Other motorized vehicles (such as snowmobiles, motorized dirt bikes, motorcycles and all-terrain vehicles) shall be prohibited on the Easement Area. Leashed dogs and other domestic animals may be allowed to accompany their owners on the Trail Segment in accordance with applicable animal control laws and ordinances.

3. **Installation of Improvements.** The Improvements shall be limited to an appropriate surface for the Trail Segment (such as gravel or asphalt, as shown on Exhibit “C”); subject to Section 6 below, low-maintenance “canyon” landscaping consistent in appearance with the current surroundings (which may include, for example, ornamental grasses and rock); a bridge; a 4' split rail (wood) fence (or comparable); unobtrusive, Trail-related signage; and any appropriate electrical system and unobtrusive lighting. Other limitations on the Improvements are specified in Section 4 below.

4. **Construction of Improvements.** The City, or others acting on its behalf, has constructed, or shall construct, the Improvements at its cost, and has ensured, or shall ensure, that all related work is performed in a professional and workmanlike manner, and that the balance of the Property, if disturbed by the City or its agents during construction, is returned to similar condition as prior to such disturbance.

5. **Maintenance.** The City shall be solely responsible for maintaining or causing to be maintained, at its sole cost, the Trail Segment and its other Improvements in good, attractive condition and repair. The City shall promptly repair any damages to the Property and Grantor’s Infrastructure, as defined below, located thereon caused by the City and/or the City’s agents, and shall restore the Property and the Infrastructure to the same or better condition as they existed prior to any entry onto or work performed on the Easement Area by the City.

6. **Protection of Infrastructure.** As noted above, the Basin, Dam, Spillway and related improvements (collectively, the “Infrastructure”) on the Property are integral components of Grantor’s flood control system. The parties intend that the existence and use of the Easement Area on the Property shall not in any way interfere with Grantor’s use of the Infrastructure or the utility of the Property and the Infrastructure for Grantor’s flood control purposes. The City’s use of the Easement Area shall at all times preserve the structural integrity and utility of the Infrastructure, and the City shall not adversely impact the Infrastructure in any way through use of the Easement Area. Without in any way limiting the generality of the foregoing statements, the City will not plant or irrigate trees, shrubs or other vegetation on the Easement Area without prior express written consent of the Salt Lake County Flood Control Division; fertilizers and/or herbicides shall not be used on the Easement Area; and the City shall regularly patrol the Trail Segment and remove from the Property any litter along the Trail Segment. Grantor shall strive to prevent damage to the Trail Segment or the Improvements thereon as it controls flooding and maintains the retention pond and its related improvements on the Property. However, if in the course of controlling flooding and regularly maintaining the retention pond, the Trail Segment or the Improvements sustains damage, the City shall hold Grantor harmless and shall be responsible at its sole cost to repair any such damage.

7. **No Other Use.**

(a) **Trail Purpose.** Except as provided in subsection 7(b), below, the Easement granted hereunder is for Trail purposes only as specified above, and the City disclaims any right to use the Easement, or any other portion of the Property, for any other purpose(s).

(b) **Access to Other Easements.** The Easement Area also may be used to access any other express easement from Grantor to the City affecting the Property.

8. **Reservation of Rights.** Grantor reserves and retains for itself and its successors, assigns and designees (a) the right to reasonably cross the Easement Area; and (b) the right to reasonably use the Easement Area for any and all purposes which do not materially interfere with the City’s use of the Easement Area as provided herein.

9. **Covenants Run with Land.** This Agreement and the Easement granted hereunder shall (a) create an equitable servitude on the Property in favor of the City; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) inure to the benefit of and be binding upon Grantor and the City, their respective successors and their assigns.

10. **Assignment.** Upon prior written notice to Grantor, the City may assign its rights and/or delegate its duties under this Agreement to other governmental entities if required as a condition to use of ZAP funds, State Funds or other future grants, as applicable, for Trail purposes. No such assignment/delegation shall relieve the City of the responsibility to ultimately assure full and timely performance of the City’ obligations hereunder.

11. **Prior Easements.** The Easement is granted subject to all easements and encumbrances of record as of the date hereof.

12. **Condition of the Easement Area.** The City accepts the Easement Area and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “with all faults,” including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. The City hereby waives all warranties, express or implied, regarding the title, condition, and use of the Easement Area, including but not limited to any warranty of merchantability or fitness for a particular purpose.

13. **Indemnity.** The City and Grantor are governmental entities under the Utah Governmental Immunity Act (UTAH CODE ANN. 63G-7-101, *et seq.*) (the “Immunity Act”). Consistent with the Immunity Act, each party shall be responsible and liable for its own wrongful or negligent acts which are committed by it or by its own officials (whether elected or appointed), employees or contractors. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by the Immunity Act.

14. **Integration.** This agreement embodies the entire understanding of the Parties concerning the use of the Easement Area, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the Easement Area.

15. **Miscellaneous.**

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

(b) **Successors.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns.

(c) **Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he or she signs to execute and deliver this Agreement and that as result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

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

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

IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date.

[Signature Pages Follow]

GRANTOR:

SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
County Clerk or Designee

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ___ day of _____, 2014, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ___ day of _____, 2014, personally appeared before me _____, who being by me duly sworn, did say and acknowledge that s(he) is the _____ of Salt Lake County, and that the foregoing instrument was signed by her (him) on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Approved As To Form and Legality:

R. Christopher Preston
R. Christopher Preston, Deputy District Attorney
Date: Nov. 14, 2014

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, City Recorder

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

The foregoing instrument was acknowledged before me on _____ 2014 by Kelvyn H. Cullimore, Jr. and Kory Solorio as the mayor and the recorder, respectively, of COTTONWOOD HEIGHTS, a municipality and political subdivision of the State of Utah.

Notary Public

Approved As To Form and Legality:

Wm. Shane Topham, City Attorney
Date: _____, 2014

VTDI 22-23-401-001-000	DIST AAH	TOTAL ACRES	10.87
SALT LAKE COUNTY	TAX CLASS	REAL ESTATE	1307700
	OE	BUILDINGS	0
% REAL ESTATE DEPT # S3200		TOTAL VALUE	0

PO BOX 144575 NO:
 SALT LAKE CITY UT 841144575 EDIT 1 FACTOR BYPASS
 LOC: 6680 S BIG COTTONWOODCYN EDIT 0 BOOK 04138 PAGE 0127 DATE 00/00/0000
 SUB: SEC 23 TWSHP 2S RNG 1E TYPE SECT PLAT

11/14/2014 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 COM AT CEN SEC 23, T 2S, R 1E, S L M; S 0-54'10" W 900 FT; E
 831 FT; N 13-27' E 245 FT; N 55-25'26" W 140.42 FT; N 59-56'
 W 244.93 FT; N 68-43' W 224.68 FT; N 46-41' W 149.95 FT; N
 24-16' W 305.34 FT; W 102.93 FT TO BEG. 10.87 AC. EXCEPT
 THAT PORTION LYING WITHIN HOLLADAY-COTTONWOOD ROAD

EXHIBIT "A" - GRANTOR'S PROPERTY

Exhibit B

PUBLIC TRAIL EASEMENT

SALT LAKE COUNTY
PARCEL # 22-23-401-001

TWO 20 FOOT WIDE PUBLIC TRAIL EASEMENTS BEING PART OF AN ENTIRE TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID ENTIRE TRACT WAS CONVEYED TO SALT LAKE COUNTY BY THAT WARRANT DEED RECORDED AS ENTRY 2795530 IN BOOK 4138, AT PAGE 127, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID 20-FOOT WIDE PUBLIC TRAIL EASEMENTS ARE STRIPS OF LAND HAVING 10.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

EASEMENT NO. 1

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF AN EXISTING TRAIL WITH THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS LOCATED 58.00 FEET, MORE OR LESS, S. 0°50'10" W. ALONG THE WEST LINE OF THE SOUTHEAST QUARTER FROM THE CENTER SECTION CORNER OF SAID SECTION 23, SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT 1132.41 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 66.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°22'23" (CHORD S29°04'34" E 66.65 FEET); THENCE SOUTH 27°23'17" EAST 23.41 FEET TO THE POINT OF TANGENCY WITH A 100.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 58.19 FEET THROUGH A CENTRAL ANGLE OF 33°20'21" (CHORD S 44°03'27" E 57.37 FEET); THENCE SOUTH 60°43'38" EAST 3.24 FEET TO THE POINT OF TANGENCY WITH A 150.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 90.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°42'04" (CHORD S 43°22'35" E 89.47 FEET); THENCE SOUTH 26°01'33" EAST 33.73 FEET TO THE POINT OF TANGENCY WITH A 200.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 71.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°31'24" (CHORD S 36°17'15 E 71.26 FEET); THENCE SOUTH 46°33'14" EAST 55.54 FEET TO THE POINT OF TANGENCY WITH A 300.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 101.91 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°27'49" (CHORD BEARS S 56°17'09" E 101.42 FEET); THENCE SOUTH 66°01'03" EAST 288.21 FEET TO THE POINT OF TANGENCY WITH A 300.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 48.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°18'11" (CHORD BEARS S 61°21'58" E 48.66 FEET); THENCE SOUTH 56°42'52" EAST 34.55 FEET TO THE POINT OF TANGENCY WITH A 55.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 51.24 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°22'47" (CHORD BEARS S 30°01'29 E 49.41) THENCE SOUTH 03°20'06" EAST 15.76 FEET TO A POINT OF CURVATURE WITH A 200.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 86°39'54" EAST); THENCE SOUTHERLY 94.91 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°11'21" (CHORD BEARS S 16°55'46" E 94.02 FEET); THENCE SOUTH 30°31'27" EAST 23.52 FEET TO THE POINT OF TANGENCY WITH A 45 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 43.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°51'58" (CHORD BEARS S 57°57'26" E 41.46 FEET); THENCE SOUTH 85°23'25" EAST 21.40 FEET TO THE POINT OF TANGENCY WITH A 200.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 57.41 FEET ALONG THE

ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 16°26'45" (CHORD BEARS S 77°10'03" E 57.21 FEET); THENCE SOUTH 68°56'40" EAST 4.77 FEET, MORE OR LESS, TO THE POINT OF TERMINUS.

EASEMENT NO. 2

BEGINNING AT A POINT ON THE CENTERLINE OF AN EXISTING TRAIL LOCATED 386.33 FEET, MORE OR LESS, SOUTH 0°50'10" WEST ALONG THE WEST LINE OF THE SOUTH EAST QUARTER OF SECTION 23 AND 267.09 FEET EAST FROM THE CENTER SECTION CORNER OF SECTION 23, OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 38°57'33" WEST 4.57 FEET TO A POINT ON THE ARC OF A 97.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 86.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°53'55", BEARING TO CENTER SOUTH 24°58'55" WEST, (CHORD S 89°31'57" W 83.36 FEET); THENCE SOUTH 64°05'05" WEST 97.97 FEET TO THE POINT OF TANGENCY WITH A 90.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 94.96 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°27'17" (CHORD S 33°51'27" W 90.62 FEET); THENCE SOUTH 03°37'48" WEST 262.62 FEET TO THE POINT OF TANGENCY WITH A 99.25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 161.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°06'28" BEARING TO CENTER SOUTH 86°22'12" EAST (CHORD S 42°55'26" E 144.11 FEET); THENCE SOUTH 89°28'40" EAST 535.32 FEET TO THE POINT OF TANGENCY WITH A 50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 56.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°56'32" (CHORD BEARS N 58°03'05" E 53.69 FEET); THENCE NORTH 25°34'49" EAST 93.74 FEET TO POINT OF TERMINUS.

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-75

A RESOLUTION AUTHORIZING DISPOSAL OF UNCLAIMED PROPERTY AND/OR PROPERTY NO LONGER NEEDED AS EVIDENCE

WHEREAS, UTAH CODE ANN. §§77-24a-1 *et seq.* (the “*Lost or Mislaid Property Chapter*”) establish the procedures for disposal of lost or mislaid property (“*Lost Property*”) that comes into the possession of a law enforcement agency; and

WHEREAS, UTAH CODE ANN. §§24-3-101 to -104 (the “*Property Held As Evidence Chapter*”) (the Property Held as Evidence Chapter and the Lost or Mislaid Property Chapter are collectively referred to herein as the “*Disposal Statutes*”) establish the procedures for disposal by a law enforcement agency of property no longer needed as evidence in connection with any public offense (collectively, “*Evidence*”); and

WHEREAS, the Cottonwood Heights Police Department (“*CHPD*”) has identified various items of Lost Property and/or Evidence (collectively, the “*Property*”) in its possession that are subject to disposition as provided in the Disposal Statutes and has requested the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) to acknowledge CHPD’s possession of the Property; to authorize CHPD to dispose of the Property; and to permit the Property or its proceeds to be applied by CHPD to a public interest use, all as provided in the Disposal Statutes; and

WHEREAS, the Council met on 25 November 2014 to consider, among other things, acknowledging CHPD’s possession of the items of Property described on the attached exhibits (the “*List*”); authorizing CHPD to dispose of such items of Property; and permitting the Property or its proceeds to be applied by CHPD to a public interest use, all as provided in the Disposal Statutes; and

WHEREAS, after reviewing the List, the Council acknowledges CHPD’s possession of the items of Property listed thereon and, after careful consideration, has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to authorize CHPD’s disposal of such Property and to permit CHPD to apply the Property or the proceeds thereof to a public interest use, all pursuant to the requirements of the Disposal Statutes and such additional noticing and other procedures as CHPD deems appropriate, in its discretion, to assure fairness and transparency;

NOW THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the Council acknowledges CHPD’s possession of the items of Property shown on the List; authorizes CHPD’s disposal of such Property; and permits CHPD to apply such Property or the proceeds thereof to a public interest use, all pursuant to the requirements of the Disposal Statutes and such additional noticing and other procedures as CHPD deems appropriate, in its discretion, to assure fairness and transparency

This Resolution, assigned no. 2014-75, shall take effect immediately upon passage.

PASSED AND APPROVED effective 25 November 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 25th day of November 2014.

RECORDED this ___ day of November 2014.

PR-SKU	DESCRIPTION	CASE #	SERIAL #	EVIDENCE #	TYPE
GENERAL ITEMS					
1579000700	Black Jacket	14X002413		140500072	FND
1579000701	Blue Gym Bag w/clothes	14X002619		140500132	FND
1579000703	BBQ SPATULA	12X004790		120800035	FND
1578000708	CLOTHES	14X002804		140600006	FND
1578000709	VARIOUS CDS	14X002804		140600007	FND
1578000710	TOOLS/BAG	14X002804		140600005	FND
1578000711	BACKPACK	14X003180		140600147	FND
1578000712	CANON CAMERA	11X006230		111000050	EVID
1578000713	HOLSTER	14X003610		140700029	FND
1578000714	MISC CLOTHES	12X007820		121200122	EVID
1578000715	SKATEBOARD	14X003018		140600066	FND
1578000716	PURSE/CHARGER	12x008214		121200258	EVID
1578000718	TOSHIBA COMPUTER	11X001682	5A483134K	110400002	EVID
1578000719	SONY COMPUTER	11X001682	3-098-961	110400003	EVID
1578000721	MIKITA DRILL	13X001223		130200245	EVID
1578000722	BOX	13X001223		130200251	EVID
1578000723	SCALE	13X001223		130200248	EVID
1578000724	LAWN MOWER	14X003357	011504M01943	140600214	EVID
1578000725	METAL BAR	12X005420		120800294	FND
1578000726	SPEAKER	13X005045		130800169	EVID
1578000727	BLACK CONTAINER/6 ARROWS	13X000673		131100166	FND
1578000728	BACKPACK	14X002075		140400199	FND
1578000729	BACKPACK	14X002804		140600008	FND
1578000730	BACKPACK	14X002526		140600030	FND
KNIVES					
1579-000706	KNIFE	12X005420		120800283	EVID
ELECTRONICS					
1579-000707	VARIOUS CORDS	14X002804		140600002	FND
	RADAR DETECTOR	14X002804		140600004	FND
	CAMERA	12X005420		120800485	EVID
	CAMERA	10X000474		100900124	EVID
	CAMERA OLYMPUS	12X005728		120900082	EVID

	IPOD	12X005728		120900082	EVID
	IPOD	12X005728		120900082	EVID
	IPOD	12X005728		120900082	EVID
	CANNON CASMERA	12X005728		120900082	EVID
	IPOD	12X005728		120900082	EVID
	IPOD	12X005728		120900082	EVID
	TOM TOM GPS	12X005728		120900082	EVID
	SCAN DISK MP3	12X005728		120900082	EVID
	SLICK CAMERA	12X005728		120900082	EVID
	IPOD	12X005728		120900082	EVID
	MOTOROLA PHONE	12X005728		120900082	EVID
	VIVITAR DIGITAL RECORDER	12X005728		120900082	EVID
	SAMSUNG PHONE	12X005728		120900082	EVID
	CRICKET SCAN DISK	12X005728		120900082	EVID
	HP CAMERA	12X005728		120900082	EVID
	SONY CAMERA	12X005728		120900082	EVID
	IPOD	12X005728		120900082	EVID
	KODAK CAMERA	12X005728		120900082	EVID
	SONY MP3	12X005728		120900082	EVID
	DIGITAL MUSIC PLAYER	12X005728		120900082	EVID
	SYLVANIA TABLET	12X005728		120900082	EVID
	SAMSUNG PHONE	12X005728		120900082	EVID
	CISCO MP3 PLAYER	12X005728		120900082	EVID
PHONES					
1597-00705	4 PHONES	14X002619		140500132	FND
	2 PHONES	14X002247		140500076	FND
	1 BOOST MOBILE PHONE	12X001103		120500135	EVID
	SAMSUNG GALAXY	12X002909		120500109	EVID
	3 MISC PHONES	14X002804		140600003	EVID
	SAMSUNG PHONE	11X001682		110400004	EVID
	CRICKET	11X005365		110900011	EVID
	T-MOBILE	11X005365		110900010	EVID
	SONY	10X006848		101000076	EVID
	QWEST	12X005728		120900082	EVID

	IPHONE	12X005728		120900082	EVID
	SAMSUNG	12X005728		120900082	EVID
	MOTOROLA PHONE	12X005728		120900082	EVID
	LG PHONE	12X005728		120900082	EVID
	SAMSUNG PHONE	12X005728		120900082	EVID
	IPHONE	12X005728		120900082	EVID
	T-MOBILE PHONE	12X005728		120900082	EVID
	LG PHONE	12X005728		120900082	EVID
	SAMSUNG PHONE	12X005728		120900082	EVID
TOOLS					
1579000704	2 SCREWDRIVERS/WRENCH	14X002619		140500132	FND
	CROWBAR	11X000546		110100169	EVID
	SCREWDRIVERS	12X005403		120800280	EVID

PROPERTY ROOM PICK UP
NOVEMBER 2014

COTTONWOOD HEIGHTS POLICE DEPT.
801-944-7100

SHEILA JENNINGS
801-944-7032

Type= Sto/Rec, Fnd, Evi

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-76

A RESOLUTION ADOPTING A POLICY FOR ANNEXATIONS UNDER UTAH CODE ANN. 10-2-418(1)(A)(II)

WHEREAS, UTAH CODE ANN. 10-2-418(1)(a)(ii) (the “*Statute*”) allows a municipality to annex an unincorporated island or peninsula without a petition if (a) the area to be annexed consists of one or more unincorporated islands within or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and (b) the municipality has provided one or more municipal-type services to the area for at least one year; and

WHEREAS, certain portions of unincorporated Salt Lake County are contiguous to the city of Cottonwood Heights (the “*City*”); and

WHEREAS, it is possible that one or more future annexations may be pursued under the Statute; and

WHEREAS, consequently, the City’s city council (the “*Council*”) met on 25 November 2014 to consider, among other things, adopting an internal City policy (the “*Policy*”) for use in analyzing and processing annexation proposals under the Statute; and

WHEREAS, after reviewing the Policy, a copy of which is annexed hereto, 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 adopt the Policy for use in analyzing and processing annexation proposals under the Statute;

NOW THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the Council hereby approves and adopts the Policy for use in analyzing and processing annexation proposals under the Statute.

This Resolution, assigned no. 2014-76, shall take effect immediately upon passage.

PASSED AND APPROVED effective 25 November 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

ATTEST:

By: _____
Kory Solorio, Recorder

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

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 25th day of November 2014.

RECORDED this ___ day of November 2014.

ANNEXATION OF AN ISLAND OR PENINSULA WITHOUT A PETITION COTTONWOOD HEIGHTS' PROCESS

UTAH CODE ANN. 10-2-418(1)(a)(ii) allows a municipality to annex an unincorporated island or peninsula without a petition if:

- The area to be annexed must consist of one or more unincorporated islands within or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and
- The municipality must have provided one or more municipal-type services to the area for at least one year.

Interested applicants will schedule a meeting with the City Manager and City Recorder to review the area they are proposing be annexed into the city. The City Recorder will arrange to have a map of the subject area available, showing parcel numbers and ownership. The city officers will review with the applicants the requirements of applicable law concerning annexations; evaluate any information that is provided by the applicants at the time of the meeting; and respond to the applicants' questions regarding the process. Consent forms for property owners in the proposed area will be provided, together with the city's signature requirements for joint owners, parcels held by entities or trusts, etc.

If the owners of 50% or more (by acreage) of the private real property in the proposed annexation area submit signed consent forms stating that they desire for their parcels to be annexed into the city, the city may move forward with the annexation as follows:

1. The City Council adopts a resolution indicating the intent to annex the area, which includes a description of the area proposed to be annexed.

2. The City Recorder publishes a notice of intent to annex in a newspaper of general circulation in the city and the proposed area once a week for three successive weeks and on the Utah Public Notice Website for three weeks. Publication of the notice on the city's website also may occur, as well as such other notices as the city deems appropriate. A copy of such notice also is sent to the Salt Lake County Council and certain other local districts and special service districts. All publications and mailings shall be undertaken (or, in the case of the newspaper publication, commenced) within 14 days after the City Council's adoption of the resolution of intent to annex. At least 30 days after adoption of the resolution of intent to annex, the City Council will hold a public hearing concerning the proposed annexation.

3. The notice of intent to annex must:

(a) State that the City Council has adopted a resolution indicating its intent to annex the proposed area;

(b) State the date, time, and place of the public hearing concerning the proposed annexation;

(c) Describe the area proposed for annexation; and

(d) Unless the owners of at least 75% of the total private land area in the proposed annexation area (which represents at least 75% of the value of the total private land area in the proposed annexation area) have consented in writing to the proposed annexation (called herein a “75% Consent”) such , the notice also shall state that the City Council will annex the area unless, at or before the public hearing, written protests to the annexation are filed by the owners of private real property located within the proposed annexation area which constitutes both a majority of the total private land area within the entire proposed annexation area and equals at least ½ of the value of all private real property within the entire proposed annexation area.

4. After the conclusion of the public hearing:

(a) If a 75% Consent has not occurred, then the City Council may not adopt an ordinance approving the annexation if, at or before the hearing, written protests to the annexation have been filed with the City Recorder by the owners of private real property located within the proposed annexation area which covers a majority of the total private land area within the entire proposed annexation area that is equal in value to at least ½ of the value of all private real property within the entire proposed annexation area. If such protests are filed, then the City Council may not adopt an ordinance approving the annexation of the area, and the subject annexation proceedings are considered terminated; provided, however, that the City Council is not prohibited from excluding from the proposed annexation the property within an unincorporated island regarding which protests have been filed and proceeding to annex some or all of the remaining portion of the unincorporated island.

(b) The City Council may adopt an ordinance approving the annexation without allowing or considering protests if a 75% Consent has occurred.

5. After the City Council’s adoption of an ordinance approving an annexation, the City Recorder, in consultation with the City Attorney and the City Engineer, promptly (within 30 days or such shorter period as may be specified by statute) will prepare and file with all required repositories all necessary notices, plats and other filings as provided by UTAH CODE ANN. 10-2-425, as amended, and any other applicable statutes and rules.

6. The effective date of the annexation shall be as provided by UTAH CODE ANN. 10-2-425, as amended.

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-77

A RESOLUTION APPROVING AN AGREEMENT WITH
SALT LAKE CHAMBER FOR PROFESSIONAL SERVICES

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 25 November 2014 to consider, among other things, approving an agreement (the “*Agreement*”) with Salt Lake Chamber (“*Provider*”) whereunder Provider would provide various professional services to the City in connection with a transportation funding proposal for Utah’s municipalities that is being advocated by the Utah League of Cities and Towns; and

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

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

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

This Resolution, assigned no. 2014-77, shall take effect immediately upon passage.

PASSED AND APPROVED this 25th day of November 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 25th day of November 2014.

RECORDED this ___ day of November 2014.

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-78

A RESOLUTION APPROVING AN AGREEMENT WITH
BIO-WEST, INC. FOR CONSULTING SERVICES

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 25 November 2014 to consider, among other things, approving an agreement (the “*Agreement*”) with Bio-West, Inc. (“*Provider*”) whereunder Provider would provide an environmental evaluation and documentation of the City’s Highland Drive and I-215/LaCresta improvements project; and

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

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

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

This Resolution, assigned no. 2014-78, shall take effect immediately upon passage.

PASSED AND APPROVED this 25th day of November 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 25th day of November 2014.

RECORDED this ___ day of November 2014.

BIO-WEST, INC.
CONTRACT FOR CONSULTING SERVICES

THIS AGREEMENT is by and between, the city of Cottonwood Heights, Utah, hereinafter called “the CLIENT,” and BIO-WEST, Inc. (BIO-WEST), 1063 West 1400 North, Logan, UT, 84321; hereinafter called BIO-WEST, who agree as follows:

1. DECLARATIONS. The CLIENT DESIRES TO ENGAGE BIO-WEST to provide consulting services to include environmental, technical, and other related services in connection with CLIENT’S project (PROJECT) described as follows: The environmental evaluation and documentation of the Highland Drive and I-215/ La Cresta Drive Improvements. The documentation will be done as one Categorical Exclusion that covers all project components.

WITNESSETH:

THAT in consideration of the mutual covenants and agreements herein contained, to be performed by the parties hereto, and the payments herein after agreed to be made, the parties hereto hereby agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The “Contract Documents” shall consist of: (1) this Contract, and (2) Exhibits annexed hereto and hereby made a part hereof, including: Exhibit A: Scope of Work for Highland Drive and I-215 Improvements (PIN 8565) and Exhibit B: Cost Estimate for Categorical Exclusion for Highland Drive Improvements Between I-215 Westbound Onramp and La Cresta Drive. As used in this Contract, the term “work” shall mean and include all activities of and action taken by BIO-WEST in connection with the specific scope of work or tasks as outlined in the Exhibits. In the event of a conflict between this Contract and any of the provisions contained in the other Contract Documents referred to above, the contents of this Contract shall control.

ARTICLE 2. OBJECT OF CONTRACT

The object of this contract is to have BIO-WEST provide certain services and products (the “Study” within the “Study Area”), the results of which (the “Reports”) shall be provided to and detailed to the reasonable satisfaction of the CLIENT. The level of effort will be determined by the hours estimated by BIO-WEST for each task (Exhibit B). Additional work may be done under this Contract if authorized in writing by a principal of BIO-WEST and an authorized representative of the CLIENT, upon the terms and conditions and for the consideration specified in such authorization.

The work covered by this Contract shall commence on or before the 12th day of November, 2014, and shall be completed on or before the day of 28 February, 2015, both dates inclusive.

ARTICLE 3. THE CONTRACT PRICE

The CLIENT shall pay BIO-WEST for its services provided hereunder this Contract up to, but not to exceed, the sum as specified and detailed in the Exhibits. Any additional modifications to this Contract must be agreed to, detailed in writing, and accepted in writing by a principal of BIO-WEST and an authorized representative of the CLIENT prior to commencement of the additional work.

ARTICLE 4. PAYMENTS

BIO-WEST shall submit invoices to CLIENT monthly for the previous month's work, and shall be due and payable within 30 days of receipt. Payments later than 45 days will be subject to interest payment of 1.5% per month. If the CLIENT objects to any invoice submitted by BIO-WEST, the CLIENT shall so advise BIO-WEST in writing giving reasons therefor within 14 days of receipt of such invoice. If no such objection is made, the invoice will be considered to be acceptable by the CLIENT so long as it is within the budget of this Contract.

ARTICLE 5. RIGHT OF ACCESS

The CLIENT shall be responsible for furnishing access to the premises to BIO-WEST, its agents and employees.

ARTICLE 6. INDEPENDENT CONTRACTOR

It is understood and agreed that BIO-WEST shall perform the work according to its own means and methods and shall be an independent contractor. All persons employed by BIO-WEST in connection with the work shall be BIO-WEST employees or subconsultants, subject only to its orders and supervision and shall be paid directly by it. Neither the CLIENT nor its agents, servants or employees shall have the right to direct, supervise or control the manner or method in which the work is performed, except as otherwise expressly provided herein.

ARTICLE 7. NO WAIVER

Failure on the part of BIO-WEST or the CLIENT to timely enforce any condition or provision of this Contract shall not be deemed to be a waiver of such condition or provision, except to the extent that the same is expressly waived or consented to in writing by the party entitled to enforcement thereof.

ARTICLE 8. ATTORNEY FEES

In the event that of any litigation, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees and costs of court, if any.

ARTICLE 9. JURISDICTION

The parties agree that the courts of Salt Lake County, Utah, shall have original, exclusive jurisdiction of disputes arising hereunder.

ARTICLE 10. NOTICES

All notices and other communications hereunder shall be in writing and shall be duly given if delivered by person or mailed by first class, registered or certified mail, postage prepaid, or to such other address as either party hereto shall hereafter specify in a notice to the other party similarly given.

If to the CLIENT, address as follows:

Cottonwood Heights
ATTN: City Manager
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

If to BIO-WEST, address as follows:

BIO-WEST, Inc.
1063 West 1400 North
Logan, Utah 84321

ARTICLE 11. TERMINATION

This agreement may be terminated by either party by sending 30 day written notice. If this agreement is terminated by CLIENT, BIO-WEST shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with all results and documentation conducted through the termination date following receipt of payment.

ARTICLE 12. ENTIRE UNDERSTANDING

This Contract (consisting of pages 1 to 4, inclusive) together with the Exhibits identified in Article 1 of this Contract provide for and contain the entire agreement between BIO-WEST and the CLIENT and there exist no other understandings, representations, or warranties of any kind whatsoever. Amendments to this Contract may be attached if agreed upon by authorized representatives of BIO-WEST and the CLIENT.

IN WITNESS THEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST

By _____
Kory Solorio, Recorder

By _____
Kelvyn H. Cullimore, Jr., Mayor

By _____
S. Blaise Chanson, Principal BIO-WEST, Inc.

EXHIBIT A

SCOPE OF WORK FOR HIGHLAND DRIVE AND I-215 IMPROVEMENTS (PIN 8565)

**HIGHLAND DRIVE AND I-215 IMPROVEMENTS (PIN 8565)
COTTONWOOD HEIGHTS, UTAH**

**WORK PLAN
BIO-WEST, Inc.
October 23, 2014**

EXECUTIVE SUMMARY

The city of Cottonwood Heights (City) proposes to improve the traffic mobility of Highland Drive between the I-215 Westbound On-Ramp and La Cresta Drive by:

- constructing a new access onto westbound I-215, north of I-215,
- restriping the existing westbound I-215 on ramp to accommodate an additional traffic lane, and
- adding a dedicated right turn lane for southbound Highland Drive traffic turning west onto La Cresta Drive.

The project is anticipated to complete all elements of the project within the existing right of way of Highland Drive and I-215.

The project is included in the published 2014 – 2019 Wasatch Front Regional Council Transportation Improvement Plan and is to be federally funded through the STP. However, prior to final design and project implementation, the City is required to complete an environmental evaluation consistent to the requirements of the National Environmental Policy Act (NEPA) and the Federal Highways Administration (FHWA) NEPA Implementation Guidelines (23CFR 771). Consistency with NEPA and FHWA guidelines is necessary because of the STP federal funding. As the state highway authority, UDOT will provide the project oversight to ensure NEPA compliance.

The City and BIO-WEST currently believe that the appropriate level of environmental documentation required for this project is a Categorical Exclusion, which are actions that based on past experience with similar actions do not have a significant environmental effect. This roadway project appears to meet these requirements under 23CFR 771.117(d)(1). UDOT documentation necessary to provide the Categorical Exclusion is expected to be the standard environmental Study Checklist. BIO-WEST is proposing to provide the necessary environmental evaluations and documentation for this project.

Because the project is limited in scope, is not capacity increasing, requires no relocation or property acquisition, and the setting is completely urban and paved with no natural environment characteristics, the level of effort to document any project effects is expected to be limited. No wetlands, floodplains, threatened or endangered species are assumed to occur within the project area. There is limited potential for hazardous waste sources or materials. It is assumed that the City currently has sufficient traffic analysis to demonstrate mobility conflicts and resolution, particularly in regard to intersection Level of Service, and that no specific air quality hot spot

analysis will be required. It is further assumed that FHWA will not require additional information related to interchange access. Because the scope of the project is restricted to the existing ROW, it is assumed that no agency or public scoping is necessary, nor that a public hearing will be held. BIO-WEST's effort will be conducted under the following tasks delineated below.

TASK 1 PROJECT COORDINATION AND ADMINISTRATION

Task consists of administration and management of the environmental component of the project. Activities will focus on coordination with the City Engineer and with the UDOT Region 2 Project Manager, Environmental Manager and NHPA Specialist. The environmental administrative record will be organized and maintained.

1. Project initiation, internal team orientation and coordination
2. Monthly project progress reports, invoicing, schedule control, budget administration
3. Coordination with City and UDOT through telephone and email
4. Participate in one project team kick-off meeting anticipated to be held at UDOT Region 2.
5. Prepare and maintain the environmental administrative record

TASK 2 IMPACT ASSESSMENT

In order to document potential environmental conflicts, one site visit will be conducted to visually assess conditions and document the evaluation. Appropriate pictures of the context will be obtained.

An evaluation of the context will be prepared and included in written memos or reports to the UDOT National Historic Preservation Specialist, UDOT wildlife biologist, and UDOT Environmental Manager. The memos will include a project description, map, brief description of the context in relation to the specific resources. The UDOT personnel are expected to review the information and provide formal clearance memos or concurrence memos for their respective resource areas. It is probable that additional coordination for specific clarifications will be necessary to obtain formal memos. The City is expected to provide all pertinent concept design drawings, aerial maps, detailed narrative descriptions of the project components, and traffic analyses as available.

A file literature review will be conducted to describe the context of regulatory issues, such as floodplains, hazardous waste, and threatened and endangered species.

Because the project is not capacity increasing, it is assumed there is no need for noise evaluations nor air quality hot spot analysis. Although a general evaluation of air quality in relation to emissions should be included.

TASK 3

PREPARE ENVIRONMENTAL DOCUMENT

BIO-WEST will then prepare the draft environmental document using UDOT's ePM submittal process. The document is expected to be an Environmental Study - Categorical Exclusion consistent with the 2011 UDOT/FHWA Memorandum of Understanding. The UDOT Environmental Study form will be the template for formal documentation. The documentation will include the purpose and needs for the project and a project description with accompanying map and intersection design drawings. The checklist will be completed. Where applicable, a short narrative will be provided to explain the evaluation check mark. The only necessary additional supporting documentation expected to be included will be the formal UDOT Memos of clearance for cultural resources and threatened and endangered species. Because the project is anticipated to occur within the existing right of way, no mitigation measures other than those within the UDOT standard specifications are anticipated.

It is expected that the UDOT team will have some minor requests for clarification, inclusion, or revisions to the completed draft form. It is expected that any revisions will not require new analysis or detailed evaluation of additional resources. BIO-WEST will make the appropriate revisions and provide an updated document via ePM.

COSTS

The attached page provides the cost estimate to perform the above scope of work. The cost estimate presents the level of effort (person hours), by staff member for each of the three described tasks. Total costs are then summed. Costs are predicated on BIO-WEST standard rates and UDOT approved indirect costs and fees.

ESTIMATED SCHEDULE

Establish all protocols and team orientation	Within 1 week of Notice to Proceed
Kick off Meeting	Within 2 week of Notice to Proceed
Site Visit	In conjunction with Kickoff Mtng
Receive all relevant project description information	In conjunction with Kickoff Mtng
Develop Context and prepare formal impact memos	Within 4 weeks of Notice to Proceed
Receive formal UDOT Memos	Within 6 weeks of Notice to Proceed
Prepare draft Categorical Exclusion Document	Within 6 weeks of Notice to Proceed
Revise and submit final Categorical Exclusion	Within 8 weeks of Notice to Proceed
UDOT approval and signature	Within 9 weeks of Notice to Proceed

EXHIBIT B

**COST ESTIMATE FOR CATEGORICAL EXCLUSION FOR HIGHLAND DRIVE
IMPROVEMENTS BETWEEN I-215 WESTBOUND ONRAMP AND LA CRESTA DRIVE**

BIO-WEST, Inc.*Cost Estimate***CATEGORICAL EXCLUSION FOR HIGHLAND DRIVE IMPROVEMENTS BETWEEN I-215 WESTBOUND ONRAMP AND LA
Newproject-0008(); PIN 8565**

October 23,2014

LABOR:

Position	Employee	Proposal Rate	Task			Total Hours	Cost
			Task 1	Task 2	Task 3		
Project Manager	B. Chanson	46.00	16	8	4	28	\$1,288.00
Environmental Analyst	S. Keenan	27.50	8	14	10	32	\$880.00
Cartographer	A. Crookston	20.00	0	2	2	4	\$80.00
Clerical	J. Dunn	16.50	2	0	0	2	\$33.00
Total Hours			26	24	16	66	
Total Labor			\$989.00	\$793.00	\$499.00		\$2,281.00
Fringe and Overhead	173.76%		\$1,718.49	\$1,377.92	\$867.06		\$3,963.47
Total Labor			<u>\$2,707.49</u>	<u>\$2,170.92</u>	<u>\$1,366.06</u>		<u>\$6,244.47</u>
OTHER DIRECT COSTS:							
Mileage	0.555		\$105.00	\$0.00	\$0.00		\$105.00
Mail/Shipping			\$5.00	\$0.00	\$0.00		\$5.00
Copying/Printing			\$5.00	\$5.00	\$5.00		\$15.00
Total Other Direct Costs			\$115.00	\$5.00	\$5.00		\$125.00
FEE ON LABOR:	12.00%		\$324.90	\$260.51	\$163.93		<u>\$749.34</u>
Total Estimated Cost			<u>\$3,147.38</u>	<u>\$2,436.43</u>	<u>\$1,534.99</u>		<u>\$7,118.80</u>

Project Name: Utah Transportation Coalition / Salt Lake Chamber

AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
COTTONWOOD HEIGHTS CITY
and
Salt Lake Chamber of Commerce

THIS AGREEMENT made and entered into this 25th day of November, 2014, by and between COTTONWOOD HEIGHTS, a municipal corporation (hereinafter referred to as “City”), and SALT LAKE CHAMBER (hereinafter referred to as “Consultant”).

City and Consultant agree as follows:

1. **RETENTION AS CONSULTANT**

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2. Consultant warrants it has the qualifications, experience and facilities to properly perform said services.

2. **DESCRIPTION OF SERVICES**

Task 1: Transportation Issues Research and Analysis:

Consultant shall research and analyze transportation funding in Utah at both the State and local level, and use this data to suggest improvements and enhancements to funding transportation in Utah.

These Services shall be completed on June 30, 2015.

Task 2: Transportation Issue Advocacy and Public Awareness Campaign:

Consultant shall create an issue advocacy and public awareness campaign related to Utah’s need for improved transportation, and how improved transportation can benefit Utah’s economy, air quality, and quality of life. This advocacy and public awareness campaign will include strategic communications planning, advertising media, advertising purchases, public events, online media, social media, editorial content, and other communications tools.

These Services shall be completed on June 30, 2015.

Task 3: Transportation Issue Local Government Tool Kit:

Consultant shall deliver to each municipality a Transportation advocacy tool kit, consisting of but not limited to social media content, utility bill insert content, a city specific fact sheet detailing transportation funding in the individual municipality, editorial content for local papers, website content, and other items to support and aid local governments in discussing their transportation needs with residents.

These Services shall be completed on June 30, 2015.

Task 4: Legislative and Governmental Relations:

Consultant shall work with the Utah League of Cities and Towns and the Utah Association of Counties to educate legislators about state and local transportation funding issues. No lobbyists will be engaged in this effort; however individuals required by State law to register as lobbyists working on behalf of these organizations will be involved.

These Services shall be completed on June 30, 2015.

3. **COMPENSATION**

The total compensation payable to **Consultant** by **City** for the Services described in paragraph 2 shall not exceed the sums described in the attached proposal, and shall be earned on the basis as indicated in **Consultant's** attached proposal.

All payments shall be made within thirty (30) calendar days after execution of this *Agreement*.

EXTRA SERVICES

No other extra services are authorized by this *Agreement*.

4. **PROGRESS AND COMPLETION**

City and **Consultant** are aware that many factors outside **Consultant's** control may affect **Consultant's** ability to complete the Services to be provided under this *Agreement*. **Consultant** will perform these Services with reasonable diligence and expediency consistent with sound professional practices.

5. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services, which are personal services to **City**. The following persons are deemed to be a key member(s) of or employee(s) of **Consultant's** team, and shall be directly involved in performing or assisting in the performance of this work.

- Abby Albrecht, Granite Construction and Utah Transportation Coalition
- Justin Jones, Salt Lake Chamber of Commerce
- Cameron Diehl, Utah League of Cities and Towns
- Lincoln Shurtz, Utah Association of Counties

Consultant will subcontract the following portions of the work out to other parties:

- Penna Powers: strategic communications, public relations, and consulting services.
- Other coalition partners

This *Agreement* is not assignable by **Consultant** without **City's** prior written consent.

6. **HOLD HARMLESS AND INSURANCE**

Consultant shall defend, indemnify and hold **City**, its elected officials, officers, agents and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent performance, or any negligent omission of **Consultant** in performing the services described.

Consultant shall, at **Consultant's** sole cost and expense and throughout the term of this *Agreement* and any extensions thereof, carry:

- (1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts.

- (2) Professional errors and omissions insurance in the amount of \$2,000,000, and
- (3) General personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$2,000,000 each claimant and \$2,000,000 each occurrence for the injury or death of person or persons and property damage.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah.

7. **RELATIONSHIP OF THE PARTIES**

The relationship of the parties to this *Agreement* shall be that of independent contractors and that in no event shall **Consultant** be considered an officer, agent, servant, or employee of **City**. **Consultant** shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

8. **TERMINATION BY CITY**

City, by notifying **Consultant** in writing, may upon ten (10) calendar days notice, terminate any portion or all of the services agreed to be performed under this *Agreement*.

9. **WAIVER/REMEDIES**

Failure by a party to insist upon the strict performance of any of the provisions of this *Agreement* by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this *Agreement* or at law or in equity shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. **CONSTRUCTION OF LANGUAGE**

The provisions of this *Agreement* shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

11. **MITIGATION OF DAMAGES**

In all situations arising out of this *Agreement*, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

12. **GOVERNING LAW**

This *Agreement*, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

13. **CAPTIONS**

The captions or headings in the *Agreement* are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the *Agreement*.

14. **AUTHORIZATION**

Each party has expressly authorized the execution of this *Agreement* on its behalf and acknowledge it shall bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this *Agreement*.

15. **ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Consultant's proposals and submitted representations for obtaining this *Agreement*, this *Agreement* supersedes any other *Agreements*, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this *Agreement* will be effective only if it is in writing and signed by the party to be charged.

16. **SEVERABILITY**

If any provision in this *Agreement* is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United State mail, postage prepaid, and addressed as follows:

TO CITY: Cottonwood Heights
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047
Attention: City Manager

TO CONSULTANT: Utah Transportation Coalition
c/o Salt Lake Chamber of Commerce
175 East 400 South, Suite #600
Salt Lake City, Utah 84

18. **ADDITIONAL TERMS/CONDITIONS**

Additional terms and conditions of this *Agreement* are:

NONE.

IN CONCURRENCE AND WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES EFFECTIVE ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

COTTONWOOD HEIGHTS:

Attest

Signature

City Recorder

Kelvyn H. Cullimore, Jr., Mayor

Print Name

Approved as to Form

25 November 2014

Date

Municipal Legal Counsel

CONSULTANT:



Signature

Lane Beattie, President and Chief Executive Officer

Date

State of Utah)

:ss

County of Salt Lake)

On this _____ day of _____, 2014, personally appeared before me Lane Beattie, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the President and Chief Executive Officer of The Salt Lake Chamber of Commerce, a corporation, and said document was signed by him on behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

Notary Public