

## 2014-15 MONTHLY FINANCIAL REPORT

AS OF April 30, 2015

Prepared by: Finance

### Cottonwood Heights

The Honorable Mayor and Members of the City Council:

The monthly financial report for the 2014-2015 fiscal year, month ending April 30, 2015 is presented for your review and comment.

### General Fund - Revenue

- Real Property Taxes Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with annual property tax collections through the end of December. This has been finalized with the annual reconciliation sent to the City on March 31, 2015. Current calendar year 2015 revenues are now being deferred to fiscal year 2016. Delinquent collections will continue to be added to this fiscal year through August 31, 2015.
- Sales Tax Collections Collections for the City occur two months behind the merchant's collection and six months of distribution for fiscal year 2015 have been received. Currently collections are 101.61 percent of the prior year to date.
- E911 Emergency Fees The City continues to receive 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 current monthly revenues. Current calendar year 2015 revenues are now being deferred into fiscal year 2016. This revenue is based on the City's real property tax rate, as a percent of all real property taxes levied in the City.
- Franchise Taxes (Cable TV) This revenue source reports and pays on a quarterly basis. This revenue has now shown a slight reduction of 1.94 percent 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 and includes permit fees for special events. Building permits are currently short of budget. Road Cuts revenues are billed monthly along with over the counter payments. Animal licensing collections are now in their seventh year.
- Intergovernmental Revenues Class C road funds are paid bi-monthly, currently they are 1.7% more than the prior year. Liquor Funds are distributed once a year in December and were

- 7.72% less than the prior year. Other Federal Grants (CDBG) are reimbursed to the City as expenses are submitted for funding.
- Charges for Service Zoning revenues are now more than budget. Billings for annual inspections of short term rentals as part of their annual business licensing have been correctly reflected as July revenue for the fiscal year.
- Fines and Forfeitures Primary revenues from tickets processed through Holladay Justice court are reconciled and collected quarterly and are currently 74 percent of budget.
- 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 \$29,461 and are mostly credited to Capital Projects Fund balance. This revenue is also netted against credit card charges incurred as the City accepts payment from credit card payments.

### 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 June 30<sup>th</sup>. Ordinance Enforcement is within budget.
- Highways & Public Improvements Public Works expenditures are within budget. The Class C Road program budget is primarily for street sweeping and the Terracare Associates roads contract, and is within budget.
- 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 \$706,448 from fiscal year 2014 fund balance.
- Appropriated Beg Balances Class C Road funds' carried forward from the prior year is zero.
- Transfers Transfers to the Capital Projects fund are budgeted and primarily expended at yearend when available funds are known. This year a transfer of \$50,000 from the Capital

Projects to the General Fund is budgeted. There is \$85,000 budgeted to transfer to the CDRA fund.

### General Fund - Fund Balance

Fund Balance - The Beginning Balance of Unrestricted funds for fiscal year 2015 is currently estimated at \$2,407,142. Of this amount, the Unrestricted Assigned General Fund Balance is a 6.0 percent reserve of \$924,392. Of the remaining funds, \$706,448 has been appropriated in the current amended budget.

### <u>Capital Projects – Revenue</u>

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 \$17,166,241 for projects and engineering. Various projects are itemized as line items in this report.

## Capital Projects - Other Financing Sources / Uses

Transfers from General Fund –Transfers in the fiscal year, if any, 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.

Fund Balance Appropriations – Restricted Impact Funds of \$128,472 for both Storm Water and

Transportation impact fees have been appropriated. The unrestricted fund balance
has been amended to \$2,250,717 and is most of the prior year's ending fund balance.

All prior budgeted capital projects amounts that were unspent in fiscal year 2014
have been reviewed and re-appropriated through budget amendments in 2015.

### 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 from the prior fiscal year-end. The year-end calculated amount of the potential future liability of lump sum payouts is funded each year. By doing so the City should never find itself with an unexpected or unfunded employee benefit liability. This was funded at \$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. Current funded liability balance is \$317,628.

## **Community Development and Renewal Agency**

The purpose of this fund is to account for activity of the Interlocal Agreement between the City and the Canyon Centre Community Development Project Area. Our first year's distribution of CDRA increment revenue has been received. There is an amended budgeted transfer from the General Fund for \$85,000. Additionally, the Salt Lake County RDA has been invoiced for the balance of RDA revenues they have agreed to be utilized in the City's CDRA.

## **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,

Steve Fawcett

Finance Director

Cottonwood Heights

"City between the Canyons"

83% OF THE FISCAL YEAR HAS ELAPSED

FOR ADMINISTRATION USE ONLY

COTTONWOOD HEIGHTS
11 - GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL FOR THE FISCAL PERIOD ENDING APRIL 30, 2015

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	\$ 20,243	\$ 6,591,204	· &	\$ 1,727	100%
GENERAL SALES AND USE TAXES F911 FMERGENCY TELEDHONE EEES	5,300,000	5,300,000	375,731	3,482,164	ı	(1,817,836)	%99
FEE-IN-LIFU OF PROPERTY TAXES	390,000	390,000	24,176	194,950	1	(70,050)	74%
FRANCHISE TAXES - CABLE TV	331,700	331.700	. 1	150,073		(23,325)	94%
INNKEEPER TAX	25,000	25,000	4,077	13,507		(11,493)	54%
TOTAL TAXES	12,901,177	12,901,177	424,226	10,798,782		(2,102,395)	84%
LICENSES AND PERMITS							
BUSINESS LICENSES AND PERMITS	220,000	220,000	10,128	219,883		(117)	100%
BUILDINGS, STRUCTURES AND EQUIPMENT	405,600	405,600	32,500	293,741	3	(111,859)	72%
ROAD CUT FEES	35,000	35,000	1,625	19,550	1	(15,450)	26%
ANIMAL LICENSES	10,000	10,000	1,491	10,227		227	102%
I OI AL LICENSES AND PERMITS	0/0,600	670,600	45,744	543,401	•	(127,199)	81%
INTERGOVERNMENTAL REVENUE							
FEDERAL GRANIS	•	81	8 <b>.1</b> 0			ı	%0
JUSTICE ASSISTANCE GRANT	i,	6,741	1,172	7,913		1,172	%0
BVP - Bullet Proof Vest Program	1	456	•	456	1		%0
CRIME VICTIM ASSISTANCE GRANT	20,000	20,000	ı	15,287	ï	(4,713)	%92
STATE GRANTS	1	1,600	110	2,600	ř	1,000	163%
STATE EMERG MGT PLANNING GRANT	i		1	g d <b>i</b>	T	•	%0
HOMELAND SECURITY GRANTS		7,233	4,728	7,233	ï	1	100%
STATE CLICK IT TICKET	Ü	1,217	1316	1,217	ï	1	%0
STATE SAFETY REST. GRANT	ì		1			ř	%0
HIGHWAY SAFIEY DUI OT GRANT	ř	28,793	1	28,793	1		100%
JUV ALC ENF - EZ GRANI	1	200	ľ	200	i	•	%0
CLASS C RUADS	1,090,000	1,090,000	(1 <b>1</b> )	891,679		(198,321)	82%
LIQUOR FUND ALLOIMENT	45,000	45,000	1	42,986	Ē	(2,014)	%96
LOCAL GRANIS	i	6,637	2,750	9,387	1	2,750	%0
MISC LOCAL GRANTS (ZAP)	r	008'6	•	12,800			
ULGT GRANT		1		-		i	%0
TOTAL INTERGOVERNMENTAL REVENUE	1,155,000	1,218,176	8,650	1,021,051		(200,125)	84%
ZONING AND SUB-DIVISION FEES	000 09	60 000	(010)	70.800		40 000	90
SALE OF MAPS AND PUBLICATIONS	•		(2:=)	45	1	10,009	%U
VARIOUS OTHER FEES	5,500	5,500	1	3,100	ı	(2,400)	26%
TOTAL CHARGES FOR SERVICE	65,500	65,500	(210)	73,954	1	8,454	113%

COTTONWOOD HEIGHTS
11 - GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL FOR THE FISCAL PERIOD ENDING APRIL 30, 2015

BUDGET YTD ACTUAL % VARIANCE OF AMENDED POS (NEG) BUDGET	(6, +   6	, <u> </u>	24,644 96% 3,060 49% 76,083		138,210 81% 23,225 12% 81,510 0% 242,945 73%	58,426 84% 41,718 82% 85,405 82% - 0% 185,549 83%
OUTSTANDING BU CURRENT YTD VAR ENCUMBRANCE POS		(2)	φ.			
YTD ACTUAL	394,031 8,251 402,282	(3,369) (3,369) (3,903) (8,304) (22,263) (109,951) (8,12,949,422)	\$ 545,464 2,940 152,868 701,273	286,664	578,380 3,156 90,590 672,126	310,219 185,764 401,555 - 897,538
CURRENT MONTH ACTUAL	30	(474) 266 - 1,070 - 862 \$ 479,302	\$ 44,564 104 5,427 50,095	T 7 T	34,246 11,852 46,098	28,017 21,423 35,086 - 84,525
AMENDED BUDGET	535,000	14,000 37,353 16,300 15,000 28,543 111,196 \$ 15,501,649	\$ 570,108 6,000 201,248 777,356	365,000 35,000 400,000	716,590 26,381 172,100 915,071	368,644 227,482 486,961 - 1,083,087
ADOPTED BUDGET	535,000	14,000 35,853 - 15,000 14,401 79,254 \$ 15,406,531	\$ 540,108 6,000 144,000 690,108	365,000 35,000 400,000	716,590 30,600 137,100 884,290	377,381 227,482 462,367 1,067,230
DESCRIPTION	FINES AND FORFEITURES COURTS FINES FORFEITURES TOTAL FINES AND FORFEITURES	MISCELLANEOUS REVENUE INTEREST REVENUES MISCELLANEOUS REVENUES SALE OF SURPLUS ASSETS POLICE RECORDS REVENUES EVENT REVENUES TOTAL MISCELLANEOUS REVENUE	EXPEDITURES  GENERAL GOVERNMENT LEGISLATIVE MAYOR & CITY COUNCIL PLANNING COMMISSION LEGISLATIVE COMMITTEES & SPECIAL BODIES TOTAL LEGISLATIVE	JUDICIAL COURTS & CITY PROSECUTOR & DEFENDER LIQUOR TAX FUNDS TOTAL JUDICIAL	EXECUTIVE AND CENTRAL STAFF CITY MANAGER & GENERAL GOVERNMENT CITY MANAGER - EMERGENCY MANAGEMENT INFORMATION TECHNOLOGY TOTAL EXECUTIVE & CENTRAL STAFF	ADMINISTRATIVE AGENCIES FINANCE ATTORNEY ADMINISTRATIVE SERVICES/RECORDER ELECTIONS TOTAL ADMINISTRATIVE AGENCIES TOTAL GENERAL GOVERNMENT

COTTONWOOD HEIGHTS
11 - GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL FOR THE FISCAL PERIOD ENDING APRIL 30, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
PUBLIC SAFTEY POLICE FIRE ORDINANCE ENFORCEMENT TOTAL PUBLIC SAFTEY	5,249,542 3,466,008 153,882 8,869,433	5,310,791 3,466,008 155,809 8,932,608	341,797 884,209 11,286 1,237,293	4,366,700 3,370,628 126,955 7,864,283	433	943,658 95,380 28,854 1.067,892	82% 97% 81% 88%
HIGHWAYS AND PUBLIC IMPROVEMENTS PUBLIC WORKS (NON-CLASS C) CLASS C ROAD PROGRAM TOTAL HIGHWAYS AND PUBLIC IMPROVEMENT	1,444,425 1,090,000 2,534,425	1,569,264 1,090,000 2,659,264	237,998 15,689 253,686	1,389,400 732,177 2,121,577	t 17 5	179,864 357,823 537,687	89% 89% 80%
COMMUNITY AND ECONOMIC DEVELOPMENT COMMUNITY AND ECONOMIC DEVELOPMENT PLANNING ENGINEERING TOTAL COMMUNITY & ECONOMIC DEVELOPMENT	70,000 445,632 560,000 1,075,632	92,139 438,560 560,000 1,090,699	2,297 29,242 59,236 90,775	57,445 363,680 306,236 727,360		34,694 74,880 253,764 363,339	62% 83% 55% 67%
DEBT SERVICE INTEREST AND PRINCIPAL TOTAL DEBT SERVICE	356,476 356,476	356,476 356,476	1 1	11,682		344,794	3%
161. 554	12	\$ 16,214,560	\$ 1,762,473	\$ 13,282,504	\$ 433	\$ 2,931,623	82%
EXCESS (DEFIC) OF REVENUES OVER EXPENDITURES	\$ (471,062)	\$ (712,911)	\$ (1,283,171)	\$ (333,082)	\$ (433)	\$ 379,396	
OTHER FINANCING SOURCES TRANSFER FROM CAPITAL IMPROVEMENT FUND UNRESTRICTED GENERAL FUND BEG BAL APPROPRIATEC RESTRICTED CLASS C ROADS BEG BAL (estimated) TOTAL OTHER FINANCING SOURCES	471,063	50,000 706,448 - 756,448	, , ,	706,448		(50,000)	100% 0% 0% 93%
Subtotal Available Revenues & Sources	0	43,537	(1,283,171)	373,366	(433)	329,396	
CAPITAL LEASE - PUBLIC SAFETY TRANSFER TO CAPITAL IMPROVEMENT FUND - Class C Ro TRANSFER TO CDRA Fund TOTAL OTHER FINANCING USES CURRENT CHANGE IN FUND BALANCE	0	85,000 85,000 (41,463)	(1,283,171)	1,486,565		1,486,565 (85,000) 1,401,565 (1,072,169)	%0 %0 %0
UNRESTRICTED GENERAL FUND BALANCE - unappropriated UNRESTRICTED ASSIGNED GENERAL FUND 6% FUND BALANCE - "EXPECTED" Fund Balance Expected:	899,412 \$ 899,412	924,392	\$ (1,283,171)	\$ (1,113,199)	\$ (433)	(924,392) \$ (1,996,561)	0% 0% -126%
ieral Fund 6 % seneral Fund (Current Estimate)	\$ 899,412 \$ 0	\$ 924,392	\$ (1,283,171)	\$ \$ (1,113,199)	\$ (433)	(924,392) \$ (1,072,169)	100%

83% OF THE FISCAL YEAR HAS ELAPSED

DESCRIPTION	ADO	ADOPTED BUDGET	AME	AMENDED BUDGET	S S S	CURRENT MONTH ACTUAL	YTD		OUTSTANDING CURRENT YTD FNCIIMBRANCE	YTD	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BLINGET
REVENUES											י פט (אדט)	
FEDERAL GRANT - CDBG	€9	121,051	69	121,051	↔	а	69	j	↔	1	\$ (121,051)	%0
STATE GRANT		а		,		210		1		i.		%0
LOCAL GRANT REVENUE		1		0		r		í			1	%0
IMPACT FEES - CURRENT YEAR COLLECTIONS		20,000		20,000		2,617	×	29,901		1	20,099	%0
INTEREST REVENUES		30,000		30,000		2,383	7	4,574		1	(5,426)	85%
PRIVATE CONTRIBUTIONS				90,000		e	0,	9,167		ï	(80,833)	10%
										1	. '	
TOTAL REVENUES		201,051		291,051		5,000	9	63,642			(187,211)	22%
EXPEDITURES												
CAPITAL PLAN EXPENDITURES												
PAVEMENT MGMT - ROAD CONSTRUCTION	Ů,	966,926		748.721			505	505 817			242 QUA	7689
ADA RAMPS	, ,	121.051		125,556		9.560	5	14 065		. )	111 401	110/
INTERSECTION IMPROVEMENTS				364 848		1,065	- ~	19 154			345,694	9/11
STORM DRAIN IMPROVEMENTS		25,000		) '		200	1				1000	%0
CROSS GLITTER REPLACEMENT		2010		40.304		38 571	35	32 975			1 100	%00
STORM WATER PI AN IIPDATE		ië i		100,01		10,00	วั	0,0,0		ı	1,429	%06 %06
CIDEMAN IN DEDINACIONENT		c		, 0		, ,	i					%0
SIDEWALK KEPLACEMENI		, ,	(	20,000		16,182	.Ω.	51,153		,	(1,153)	102%
PUBLIC WORKS SITE	٠, ١	005,956,	ν,	2,056,500		ı	1,	14,465		i	2,042,035	1%
BENGAL BLVD	-	1,351,470	_	1,263,748		25,884	4(	40,326		ï	1,223,421	3%
SAFE SIDEWALKS (7200 South)		ē		40,000		,	33	39,752			248	%66
HAZARD MITIGATION		ï		75,000		ı	75	75,000		,	1	100%
1700 E RECONSTRUCTION		9		190,537		,	19,	191,007		í	(470)	100%
UNION PK LANDSCAPE/ACMgmt		r		105,787		ı	100	105,787		1	, '	100%
FT UNION PARK & RIDE	0,	925,000	7	1,154,635		2,861	947	944,352		1	210.283	82%
TRAFFIC ADAPTIVE				126.800		2 280		7 755			119.045	%0
HIGHLAND DR ACCESS RAMP		,		25,000		1 226	- `	080			00000	9/0
3000 FAST WALL CONSTRUCTION				129,000		077	1.30	200,4			20,340	%0
BROWN SANFORD INV & ASSESSMENT		30 000		30,000		i,	77	7100			07	%0
		20,00		000,00							30,000	%0
TACATECTOR STREET LIGHTS				000,52		1	Č			i.	25,000	%0
DIVID ORCEE SCHOOL ZOINE				35,000		1	3,	32,704			2,296	83%
MIND CREEN LAND EXI				20,514			×	26,514		1	0	100%
MINOCELLANEOUS SIMALL PROJECTS				. :		. ;		1		1	1	%0
CILY MUNICIPAL CENTER	10,4	10,460,959	10,	10,553,291		46,742	43/	437,463		i.	10,115,828	4%
TOTAL EXPENDITURES	15,8	15,836,906	17,	17,166,241		144,371	2,677,222	,222		   .	14,489,019	16%
OTHER FINANCING SOURCES (USES)												
TRANSFERS FROM GENERAL FUND		1		,				,			r	%0
TRANSFERS FROM GENERAL FUND - Class C				L		Ē		1		ı	i	%U
RESTRICTED IMPACT FUNDS		i		128,472		1		,			128 472	100%
REIMBURSEMENTS - SALES TAX REVENUE BOND			14	14,496,000		•	3.937.833	.833			10 558 167	%00
UNRESTRICTED ASSIGNED CIP FUND - appropriated	15.6	15,635,855	0	2 250 717		•				8 1	2 250 717	200
TOTAL OTHER FINANCING SOURCES	15,6	15,635,855	16.	16,875,189			3 937 833	833		ļ 1.	12 937 356	73%
Fund Balance Expected:											200, 100, 21	0,07
CIP Fund Balance remaining	€;	0	64	0	5	(139 371)	4 1 324 253	253	4		4 224 252	700
	۲	1-1	<b>,</b>			1. 10,00		3,400	<b>.</b>			0.70

Cottonwood Heights
45 - Capital Projects Fund
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Fiscal Period Ending April 30, 2015

Cottonwood Heights 65-Employee Benefits Fund (an Internal Service Fund) Statement of Revenues, Expenditures April 30, 2015

DESCRIPTION	ADOPTEI BUDGET	ADOPTED BUDGET	AMI	AMENDED BUDGET	CURRENT MONTH ACTUAL	A F S	YTD ACTUAI	ه <sub>۲</sub>	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUINGET
OPERATING REVENUES CHARGES FOR EMPLOYEE BENEFITS	<b>⇔</b>	104,371	6	104,371	↔	1 1	€9		· · ·	\$ (104,371)	%0 %0
OPERATING EXPENSES EMPLOYEE BENEFIT ACCRUALS		105,271		105,271			2.	,	,	105,271	%0
OPERATING INCOME (LOSS)		(900)		(900)					1 ,	105,271	%0 %0
NON-OPERATING REVENUES INTEREST REVENUES NON-OPERATING INCOME (LOSS)		006		006		143		1,329		429	148%
Change in Net Position NOTE: Balance of Liability Account	es l		€9		↔	143	es.	1,329	٠ •	\$ 1,329	%0
NET ACCUMULATED LIABILITY - BEGINNING OF FY ACCRUED FUTURE LIABILITY ADDED FY2015 NET ACCUMULATED LIABILITY - ENDING OF FY **Calculations & Accruals made at year-end.			φ φ	317,628 105,271 422,899		e					

Cottonwood Heights 21-Special Revenue Fund - CDRA Statement of Revenues, Expenditures April 30, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET		CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
EXPEDITURES CDRA - Canyons Center TOTAL EXPENDITURES	 es	\$ 85,000	ا∜ واو	1,568	\$ 79,686		\$ (5,314)	%0 %0
OTHER FINANCING SOURCES (USES) TRANSFERS FROM GENERAL FUND TAX INCREMENT FROM OTHER GOUT	ï	85,000	00	1,925,698	1,925,698	j.	85,000	%0
TAX INCKEMENT FROM GENERAL FUND TOTAL OTHER FINANCING SOURCES (USES)	La	85,000		1,925,698	2,731	T T	(2,731)	%0 %0
FUND BALANCE - "EXPECTED"	٠ ج	φ.	<del>    </del>	(1,924,130)	\$ (1,848,743)	· ·	\$ (87,583)	%0

FOR ADMINISTRATION USE ONLY

83% OF THE FISCAL YEAR HAS ELAPSED

	Remaining Budget	30000	-255.86	3,981.67	500.00	5.80	352.48	000	000	1 000 00	00.00	25.17	-4.261.84	1.213.46	2.981.86	-615.57	√Z Z	-311.66	8,000.00	500.00	-5,439.24	13,427.00	714.75	16.774.37	3,000.00	4.800.00	0.00	5.000.00	917 89	4,714.66	57 024 94	10:120			
OT/	Reimbursements R		0.00	0.00	00:0	00.00	0.00	00.0	000	00.0	0.00	-400.00 RV	00.00	00.00	0.00	-17,533.00 Rb	-3,717.00 RV	0.00	0.00	0.00	8	-13,427.00 Rv				-8,000.00 RV	-1.600.00 RV	-5,000.00 RV	00.0	0.00	-53 391 75	11			
	YTD Expenses		755.86	768.33	0.00	744.20	4,647.52	10,000.00	1,500,00	2,000,00	5,000.00	4,974.83	29,261.84	2,786.54	2,518.14	70,148.57	0.00	2,811.66	0.00	0.00	15,439.24	0.00	0.00	9,931.78	0.00	0.00	1,600.00	0.00	4.582.11	285.34	169.755.96				
	Modified Fiscal Year Budget	00 003	200.000	4,750.00	200.00	750.00	5,000.00	10,000.00	1.500.00	3,000.00	5,000.00	5,000.00	25,000.00	4,000.00	5,500.00	52,000.00	0.00	2,500.00	8,000.00	200.00	10,000.00	13,427.00	714.75	26,706.15	3,000.00	4,800.00	1,600.00	5,000.00	5,500.00	5,000.00	209.247.90				
Changes to	Fiscal Year Budget	000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,427.00 3	714.75 3	26,706.15 1	3,000.00 2	4,800.00 2	1,600.00 2	5,000.00 2	0.00	0.00	65,247.90				
	Adopted Fiscal Year Budget	500 00	750.00	4,730.00	00.000	750.00	5,000.00	10,000.00	1,500.00	3,000.00	5,000.00	5,000.00	15,000.00	4,000.00	5,500.00	52,000.00	0.00	2,500.00	8,000.00	200.00	10,000.00	0.00	0.00	00.00	0.00	0.00	0.00	0.00	5,500.00	5,000.00	144,000.00				
	Activity Name	Activity-Neighborhood Watch	Events-Misc City	Events-Meet the Candidates (VCC Spansor)	Events-Meet the candidates (100 apprisor)	Events-Halloween Event	Events-Emergency Fair	Events-CWHPRSA Hosting/Sponsor Contract	Events-CWHPRC Adult Tennis Classic Sponsorship	Events-CWHPRC Movie in the Park Sponsorship	Events-CWHPRC Turkey Day Run Sponsorship	Events-Youth City Council	Events-City Birthday Party	Events-Bark in the Park/Pooch Plunge	Events-Easter Egg Hunt	Events-Butlerville Days and Float	Events-Butlerville Days Taxable Sales	Events-History Committee	Events-History Markers along Big Cottonwood Trail	Events-Biking Committee	Events-Arts Council Play	Events-Arts Council Play Reimbursements/Ticket Sales	Events-Arts Council Play Taxable Sales	Events-Arts Council Non Play Activities	Events-Sorenson Literary grant (carryover)	Grants-ZAP Grant-Arts Council	Grants-On-Stage State Arts Grant	Grants-ZAP Local Arts Agency Advancement	Events-Volunteer Recognition	Events-City Banner Program	Total	Budget Amendment-FY2014 carryover	2 Budget Amendment-Other	3 Budget Amendment-FY2015 budget earned revenue	
	Number	401	700	202	207	703	104	733	718	719	721	710	711	713	716	724	724	725	734	726	757	121	727	732	213	204	206	207	730	731		<del>-</del>	0 0	9	

Capital Projects
See report on Capital Projects fund 45







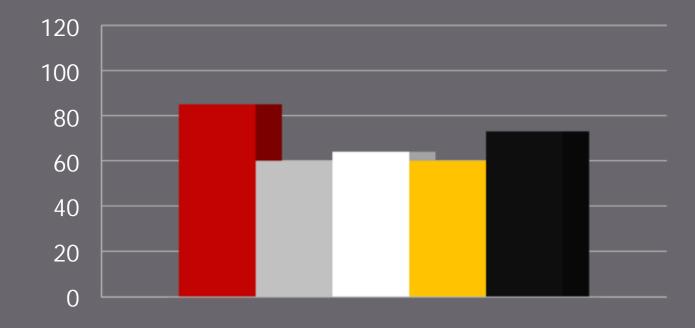
## April Monthly Call Volume

			1		
	Station	Staffing	Fire	Medical	Total
1	Station 117, Taylorsville 4545 South Redwood Road	5	34	273	307
2	Station 118, Taylorsville 5317 South 2700 West	5	29	254	283
3	Station 110, Cottonwood Heights 1790 South Ft. Union Blvd.	5	48	234	282
4	Station 126, Midvale 607 East 7200 South	5	35	247	282
5	Station 109, Kearns 4444 West 5400 South	5	31	237	268
6	Station 101, West Millcreek 790 East 9300 South	7*	29	167	196
7	Station 111, Magna 8215 West 3500 South	5	16	179	195
8	Station 125, Midvale 7683 South Holden St.	5	27	143	170
9	Station 106, East Millcreek 1911 East 3300 South	5	16	142	158
10	Station 104, Holladay 4626 South Holladay Blvd.	5	32	109	141
11	Station 105, Draper 780 East 12300 South	3	28	105	133
12	Station 114, Draper 14324 South 550 East	3	17	85	102
13	Station 107, Kearns 6305 South 5600 West	4	16	82	98
14	Station 124, East Riverton 12662 S. 1300 W.	4	12	82	94
15	Station 102, Magna 8609 West 2700 South	4	14	72	86
16	Station 121, Riverton 4146 West 12600 South	5	18	68	86
17	Station 112, Olympus 3612 East Jupiter Drive	5	21	61	82
18	Station 116, Cottonwood Heights 8303 South Wasatch Blvd.	4	14	60	74
19	Station 120, Riverton 13000 South 2700 West	4*	14	33	47
20	Station 252, Eagle Mountain 3785 E. Pony Express Parkway	3*	9	31	40
21	Station 123, Herriman 4850 West Mt. Ogden Peak Dr.	5*	15	20	35
22	Station 103, Herriman 5916 West 13100 South	3	3	31	34
23	Station 122, Draper 14903 South Deer Ridge Road	3*	9	20	29
24	Station 113, Little Cottonwood 9523 East Bypass Road	3	1	20	21
25	Station 251, Eagle Mountain 1680 E Heritage Drive	3*	4	15	19
26	Station 115, Copperton 8495 West State Road 48	3	5	12	17
27	Station 108, Big Cottonwood 7688 South State Road 190	3	2	8	10
28	Station 119, Emigration 5025 East State Road 65	3	6	3	9
	Grand Total		505	2793	3298
	*Part-time Firefighter				



# Fire Calls



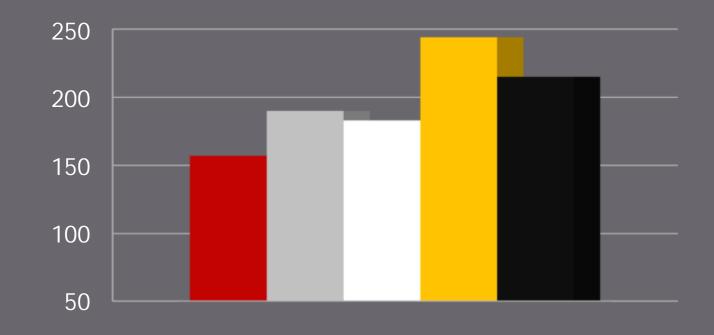


April 2011	85
April 2012	60
April 2013	64
April 2014	60
April 2015	73



# **Medical Calls**

Average: 197.8



April 2011	157
April 2012	190
April 2013	183
April 2014	244
April 2015	215



## Station 110



**→**-Total

Medicals

Fire Calls:

**→** Fires

Linear (Total)

Linear (Medicals)

12 Month Average

Total Calls: 199.25

Med Calls: 156.75

42.5

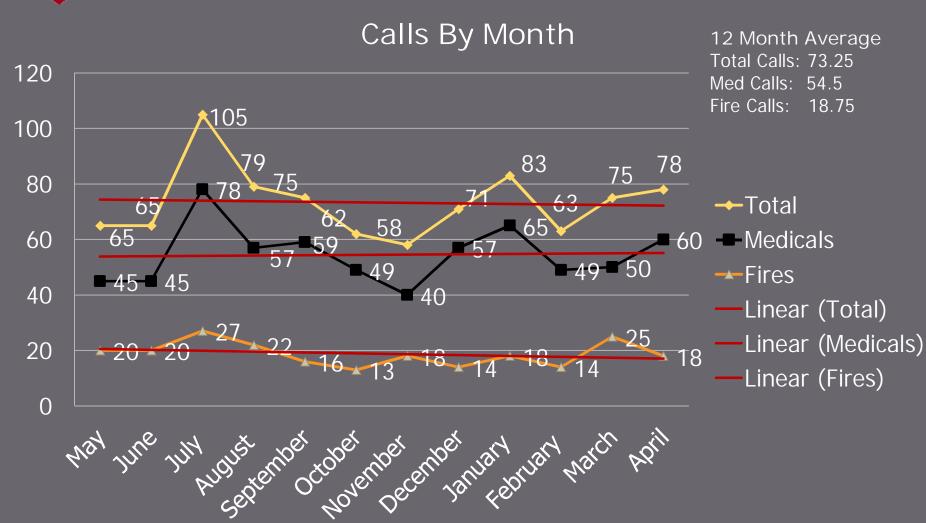
Linear (Fires)



May Julie July Rights October Observator January Jarch Polis



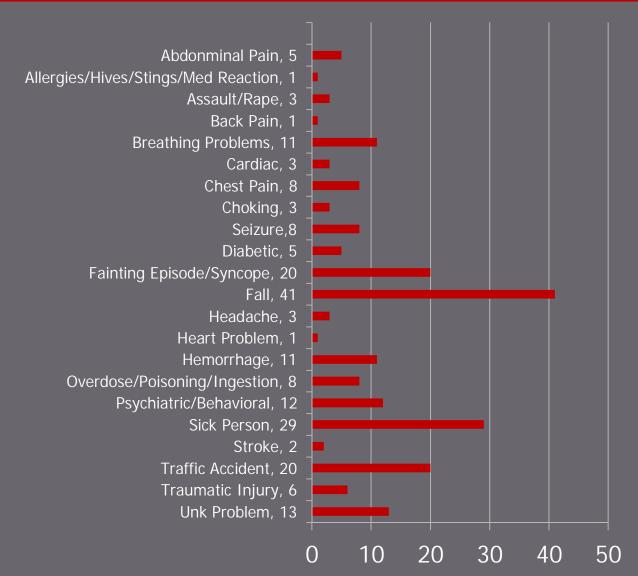
## Station 116





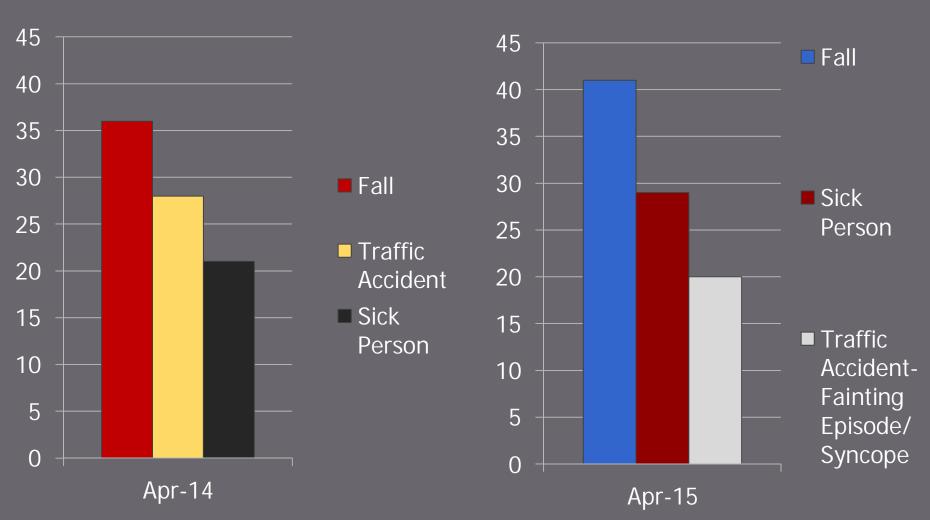
# **April Medical Calls**





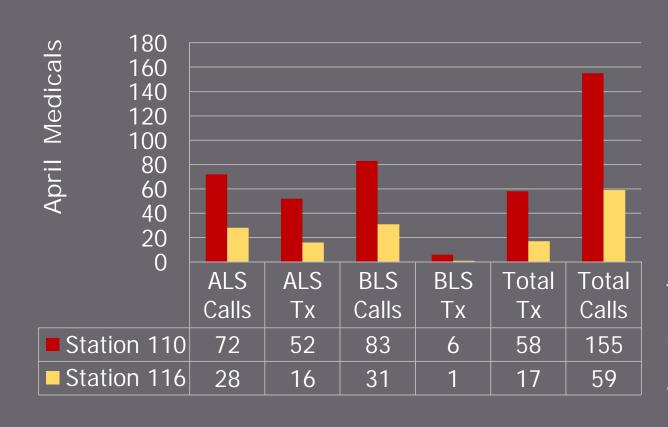


# Medical Call Comparison





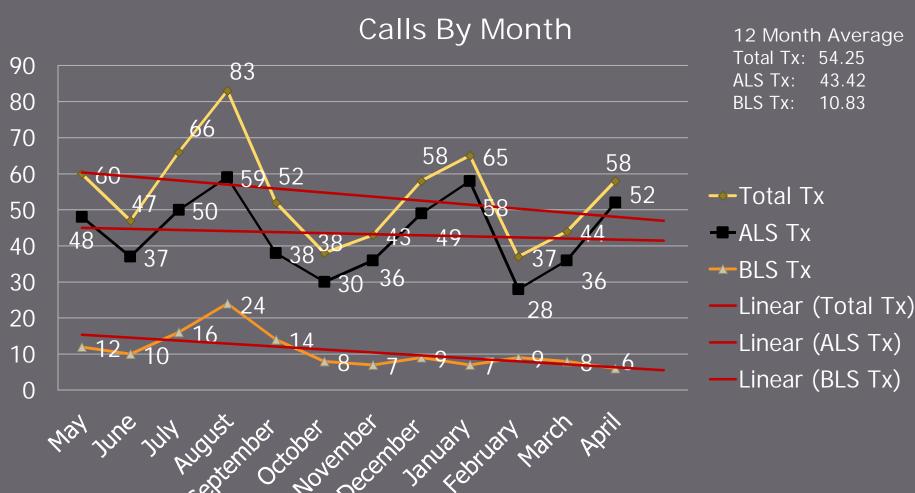
# **Ambulance Transports**



Tx % 37.4% 28.8%

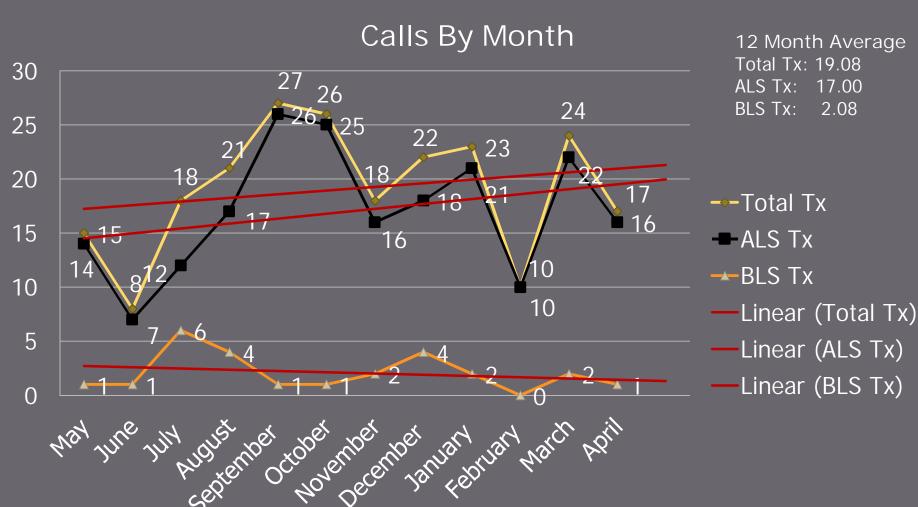


## Station 110 Ambulance Transports





## Station 116 Ambulance Transports









## Customer Service Station 110 and 116

Station 110

2 Station Tours / 15 People

Taught CPR Class to the City Council

Intern Ride Alongs -2

Battalion Training - 1 Session

Wildland Refresher Training - 2 Sessions

Extrication Training - 2 Sessions

Search & Rescue Training – 1 Session

Rapid Intervention Team Training – 1 Session

Rope Rescue – 1 Session

Incident Management Training – 1 Session

**Evolution Training – 1 Session** 

Station 116

Battalion Training - 1 Session

Wildland Refresher Training - 3 Sessions



# Safety Message

## Kick off Summer Right...and Safe!

Memorial Day weekend has become synonymous with the beginning of summer by celebrating with barbecues, outdoor cooking and camping. As summer begins, the Office of the State Fire Marshal would like to remind everyone to be careful with any activity that could trigger a wildfire. It doesn't take much for a small fire to turn into a large blaze. The State Fire Marshal's Office also wants to remind everyone that knowing a few fire safety tips will help everyone have a fire safe summer.

## Campfire Safety

It is important to follow the campground rules for the use and extinguishment of campfires.

Build campfires where they will not spread. A 5 to 10 foot circle around the fire should be cleared of all flammable materials and your tent should be at least 15 feet away.

Keep campfires to a reasonable and manageable size, no larger than 3 feet x 3 feet – do not let them get out of hand.

Thoroughly drown the fire, stir it and douse it again with water – do not leave a fire until it is OUT COLD.



## Safety Message

## Kick off Summer...Continued

## Barbecue Safety

Always inspect your grill at the beginning of the season, checking all connections and supply hoses. Make sure the venturi tubes that deliver gas to the burner are not blocked.

Do not overfill the propane tank. Always store tanks outside, in a well-ventilated area.

Keep barbecues 5 to 10 feet away from your house or other flammable material. Never barbecue in enclosed areas as carbon monoxide could pose a danger.

Do not add fluid to hot coals. The flame can flash back up into the container and explode.

Dispose of hot coals properly; douse them with plenty of water and stir them to ensure that the fire is out. Never place them in plastic, paper or wooden containers.

## General Fire Safety

Ensure children and pets are kept well away from fire. Teach your children to report any loose matches or lighters to an adult immediately.

Make sure everyone knows to Stop, Drop and Roll in case a piece of clothing does catch fire. Call 911 if a burn warrants serious medical attention.

Never leave your fire unattended and keep plenty of water nearby.

Do not wear loose clothing while tending a fire and tie back long hair.



## 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

#### RESOLUTION No. 2015-30

## A RESOLUTION DECLARING COTTONWOOD HEIGHTS AN ELIGIBLE CITY AND AGREEING TO ANNEX AN UNINCORPORATED ISLAND (WILLOW CREEK AREA)

**WHEREAS**, the city of Cottonwood Heights (the "City") is located in Salt Lake County (the "County"), a county of the first class located in the state of Utah; and

**WHEREAS**, pursuant to UTAH CODE ANN. 10-2a-404(1)(a), the County is required to hold a special election (the "*Election*") on 3 November 2014 for the purpose of allowing the registered voters residing within the so-called "unincorporated islands" within the County to vote on the issue of whether each of such islands should maintain its unincorporated status or be annexed into a so-called "eligible city" adjoining it; and

**WHEREAS**, the so-called Willow Creek area of the unincorporated County is an unincorporated island within the meaning of applicable Utah statutory law; and

**WHEREAS**, the city council (the "*Council*") of the City met on 26 May 2015 to consider, among other things, declaring the City to be an "eligible city" (as defined by UTAH CODE ANN. 10-2a-403[2]) for purposes of annexing the geographic area (the "*Area*") that is described on the map that is annexed hereto (the "*Area*"); 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 declare the City as an eligible city for the purpose of annexing the Area, and to agree to annex the Area if authorized by the results of the Election;

**NOW, THEREFORE**, **BE IT RESOLVED** by the city council of Cottonwood Heights that the Council hereby (a) declares the City to be an eligible city for the purpose of annexing the Area; and (b) agrees to annex the Area if authorized by the results of the Election.

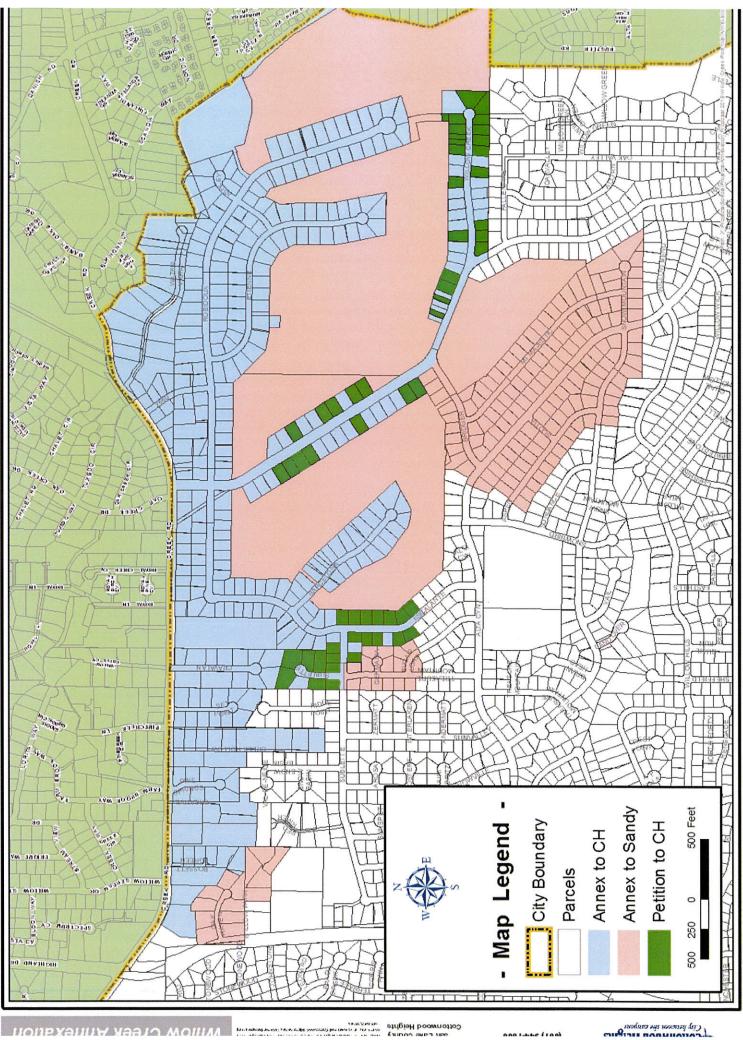
This Resolution, assigned no. 2015-30, shall take effect immediately upon passage.

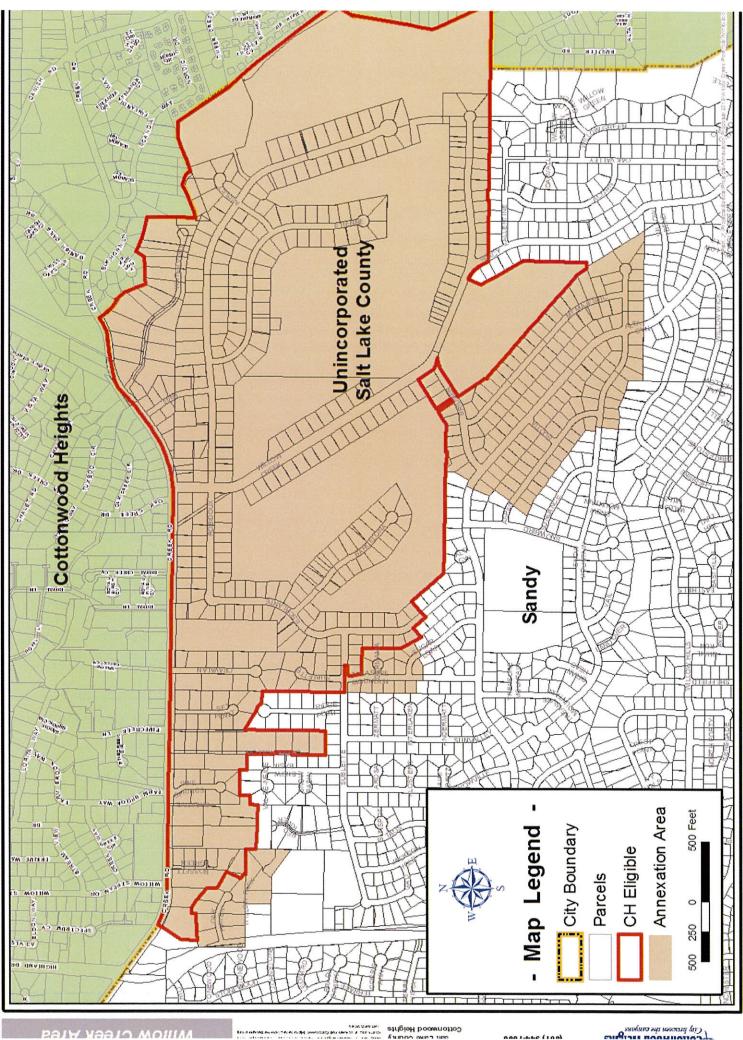
**PASSED AND APPROVED** this 26<sup>th</sup> day of May 2015.

ATTEST:	COTTONWOOD HEIGI	HTS CITY COUNCIL
By:	By <u>Kelvyn H. Cullimore,</u>	Jr., Mayor
	VOTING:	
	Kelvyn H. Cullimore, Jr. Michael L. Shelton J. Scott Bracken Michael J. Peterson Tee W. Tyler	Yea Nay Yea Nay Yea Nay Yea Nay Yea Nay

**DEPOSITED** in the office of the City Recorder this 26<sup>th</sup> day of May 2015.

**RECORDED** this \_\_ day of May 2015.





#### RESOLUTION No. 2015-31

## A RESOLUTION DECLARING COTTONWOOD HEIGHTS AN ELIGIBLE CITY AND AGREEING TO ANNEX AN UNINCORPORATED ISLAND (7450 SOUTH CREEK ROAD)

WHEREAS, the city of Cottonwood Heights (the "City") is located in Salt Lake County (the "County"), a county of the first class located in the state of Utah; and

WHEREAS, pursuant to UTAH CODE ANN. 10-2a-404(1)(a), the County is required to hold a special election (the "Election") on 3 November 2014 for the purpose of allowing the registered voters residing within the so-called "unincorporated islands" within the County to vote on the issue of whether each of such islands should maintain its unincorporated status or be annexed into a socalled "eligible city" adjoining it; and

WHEREAS, approximately 7450 South Creek Road in the unincorporated County is an unincorporated island within the meaning of applicable Utah statutory law; and

WHEREAS, the city council (the "Council") of the City met on 26 May 2015 to consider, among other things, declaring the City to be an "eligible city" (as defined by UTAH CODE ANN. 10-2a-403[2]) for purposes of annexing the geographic area (the "Area") that is described on the map that is annexed hereto (the "Area"); 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 declare the City as an eligible city for the purpose of annexing the Area, and to agree to annex the Area if authorized by the results of the Election;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the Council hereby (a) declares the City to be an eligible city for the purpose of annexing the Area; and (b) agrees to annex the Area if authorized by the results of the Election.

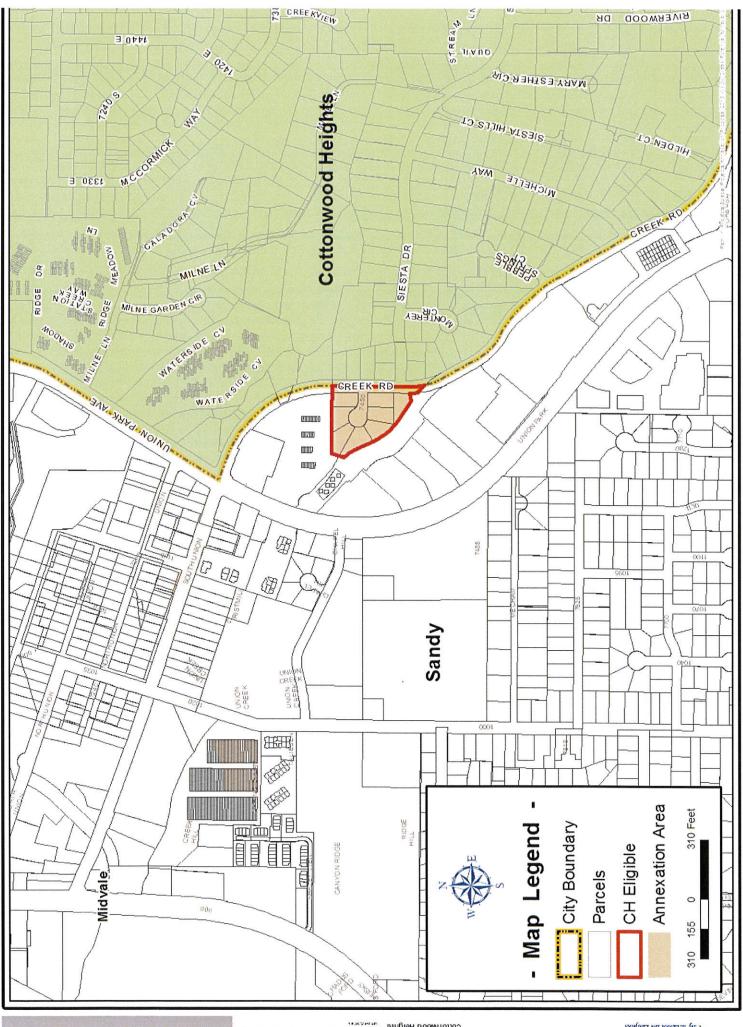
This Resolution, assigned no. 2015-31, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 26<sup>th</sup> day of May 2015.

ATTEST:	COTTONWOOD HEIGH	HTS CITY COUNCIL
By:	By Kelvyn H. Cullimore,	Jr., Mayor
	VOTING:	
	Kelvyn H. Cullimore, Jr. Michael L. Shelton J. Scott Bracken Michael J. Peterson Tee W. Tyler	Yea Nay Yea Nay Yea Nay Yea Nay Yea Nay

**DEPOSITED** in the office of the City Recorder this 26<sup>th</sup> day of May 2015.

**RECORDED** this day of May 2015.



RESOLUTION No. 2015-32

## A RESOLUTION ACCEPTING REQUESTS FOR INDEMNIFICATION

WHEREAS, Kelvyn H. Cullimore, Jr. ("Mayor Cullimore"), the mayor of the city of Cottonwood Heights (the "City"), and James Woods ("Officer Woods"), a sworn officer of the Cottonwood Heights Police Department, were served (in their individual and official capacities) as defendants in an action styled <u>Marlon Jones vs. James Woods, Kelvyn Cullimore, Cottonwood Heights, and John and Jane Does 1-10</u> that currently is pending as case no. 2:15-cv-00278 in the United States District Court for the District of Utah (the "Lawsuit"); and

**WHEREAS**, Mayor Cullimore and Officer Woods each have filed a request for indemnification (the "*Requests*") with the City as required by UTAH CODE ANN. §63G-7-902, a portion of the Governmental Immunity Act of Utah (the "*Act*"); and

**WHEREAS**, the city council (the "*Council*") of the City met in regular session on 26 May 2015 to consider, among other things, granting the Requests; 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 grant the Requests and, by so doing, to agree to defend and indemnify Mayor Cullimore and Officer Woods for all judgments, compromise or settlement of claim based on the acts or conduct specified in the Lawsuit, on the terms and conditions of the Act;

**NOW, THEREFORE, BE IT RESOLVED** by the Cottonwood Heights city council that the City hereby grants the Requests and hereby agrees to defend and indemnify Mayor Cullimore and Officer Woods for all judgments, compromise or settlement of claim based on acts or conduct of Mayor Cullimore or Officer Woods, as applicable, specified in the Lawsuit, on the terms and conditions of the Act.

This Resolution, assigned no. 2015-32, shall take effect immediately upon passage.

PASSED AND APPROVED effective 26 May 2015.

ATTEST:	COTTONWOOD HEIGHTS CITY COUNCIL		
By:	By Kelvyn H. Cullimore, Jr., Mayor VOTING:		

**DEPOSITED** in the office of the City Recorder this 26<sup>th</sup> day of May 2015.

**RECORDED** this \_\_ day of May 2015.

### RESOLUTION No. 2015-33

### A RESOLUTION CONSENTING TO REAPPOINTMENTS TO THE ARCHITECTURAL REVIEW COMMISSION

**WHEREAS**, section 19.49.020 of the COTTONWOOD HEIGHTS CODE (the "Code") establishes an "architectural review commission" (the "ARC") for the city of Cottonwood Heights (the "City"), responsible for, inter alia, reviewing and making recommendations on all development, whether commercial or residential, proposed for the City's Gateway Overlay District; and

**WHEREAS**, the Code provides that the ARC consists of at least five regular members and two at-large, alternate members appointed for staggered two-year terms by the City's manager (the "Manager") with advice and consent of the City's city council (the "Council"); and

**WHEREAS**, the Council met on 26 May 2015 to consider, among other things, (a) the reappointment of three members to the ARC to fill the vacancies resulting from the expiration of the current terms of office of such members, and (b) ratifying and consenting to the current composition of membership of the ARC; and

WHEREAS, the Manager has nominated **Jonathan Jan Oldroyd**, **Scott Peters** and **Scott E. Chapman** to fill the vacancies on the ARC resulting from expiration of the current terms of office of such members; and

**WHEREAS**, the Council has given advice for the reappointment of such individuals to the ARC; 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 consent to the reappointments to the ARC proposed by the Manager;

**NOW THEREFORE, BE IT RESOLVED** by the Cottonwood Heights city council that the Council hereby consents to the reappointment of **Jonathan Jan Oldroyd**, **Scott Peters** and **Scott E. Chapman** as regular members of the ARC, and hereby ratifies and consents to the status of the following individuals as all of the members of the ARC as of the effective date of this resolution for the terms of office set forth opposite each name:

<u>Name</u>	<u>Term Expires</u>
Scott E. Chapman	1 May 2017
Jonathan Jan Oldroyd	1 May 2017
Robyn Taylor-Granda	1 May 2016
Niels E. Valentiner	1 May 2016
Scott Peters	1 May 2017
Stephen K. Harman (Alternate)	1 May 2016

This Resolution, assigned no. 2015-33, shall take effect immediately upon passage.

## **PASSED AND APPROVED** effective 26 May 2015.

ATTEST:	COTTONWOOD HEIGHTS CITY COUNCIL		
By:	By Kelvyn H. Cullimore, Jr., Mayor		
	VOTING:		
	Kelvyn H. Cullimore, Jr. Michael L. Shelton J. Scott Bracken Michael J. Peterson Tee W. Tyler	Yea Nay	
<b>DEPOSITED</b> in the office of	of the City Recorder on 26 May 2013	5.	
<b>RECORDED</b> this day of	of May 2015.		

#### RESOLUTION No. 2015-34

# A RESOLUTION APPROVING AN AGREEMENT FOR PUBLIC RELATIONS SPECIALIST/WRITING SERVICES WITH STEPHANIE DICKEY D/B/A THE POINTED PENCIL WRITING SERVICES

**WHEREAS**, the city council (the "Council") of the city of Cottonwood Heights ("City") met in regular session on 26 May 2015 to consider, among other things, approving an "Independent Contractor Agreement" (the "Agreement") with Stephanie Dickey d/b/a The Pointed Pencil Writing Services ("Provider") whereunder Provider would provide public relations specialist/writing services for City; and

- **WHEREAS**, City provides community information to its citizens in various ways, including a monthly newsletter (the "newsletter") delivered to each household; and
- **WHEREAS**, City also utilizes other types of print and web-based media to provide notice of events and to otherwise communicate with the public (such the newsletter and all other types of communications from City utilizing print and/or graphics are collectively referred to herein as the "*Media*"); and
- **WHEREAS**, City desires to engage the professional services of a public relations specialist/writer to provide those Media-related services on an as-needed basis and to act as a backup for City's Public Relations Specialist; and
- **WHEREAS**, Provider has significant experience in providing public relations and writing services of the type needed by City; and
- **WHEREAS**, City desires to retain Provider to provide such public relations/writing services as specified in the Agreement; and
- **WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and
- **WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City's residents to approve City's entry into the Agreement as proposed;
- **NOW, THEREFORE**, **BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved, and that City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of City.

This Resolution, assigned no. 2015-34, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 26 May 2015.

#### COTTONWOOD HEIGHTS CITY COUNCIL

By	
Kelvvn H. Cullimore, Jr., Mayor	

ory Solorio, Recorder			
	VOTING:		
	Kelvyn H. Cullimore, Jr.	Yea _	Nay
	Michael L. Shelton		
	J. Scott Bracken	Yea _	
	Michael J. Peterson	Yea _	
	Tee W. Tyler	Yea _	Nay

#### **COTTONWOOD HEIGHTS**

#### RESOLUTION No. 2015-35

A RESOLUTION APPROVING ENTRY INTO A MEMORANDUM OF UNDERSTANDING FOR A MARQUEE SIGN AT BUTLER MIDDLE SCHOOL WITH CANYONS SCHOOL DISTRICT AND COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA

- **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**, Canyons School District ("CSD"), the city of Cottonwood Heights ("City") and Cottonwood Heights Parks and Recreation Service Area ("Service Area") are public agencies for purposes of the Interlocal Cooperation Act; and
- **WHEREAS**, CSD plans to purchase an electronic marquee sign (the "Sign") for Butler Middle School to promote and inform patrons and students about upcoming school events, and has offered to allow City and Service Area to also use the Sign to promote and inform the public about their own upcoming events in return for their payment of a portion of the purchase price of the Sign; and
- **WHEREAS**, CSD has prepared and presented to City and Service Area for review and signature a proposed memorandum of understanding (the "Agreement") concerning the proposed joint purchase and use of the Sign; and
- **WHEREAS**, City's municipal council (the "*Council*") met in regular session on 26 May 2015 to consider, among other things, approving 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 City's residents to approve 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 be, and hereby is, approved, and that City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of City; and
- **BE IT FURTHER RESOLVED** by the city council of the city of Cottonwood Heights that all prior actions of city officers and employees in executing and delivering the Agreement, and acting thereunder, are hereby ratified and confirmed.

This Resolution, assigned no. 2015-35, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 26<sup>th</sup> day of May 2015.

#### COTTONWOOD HEIGHTS CITY COUNCIL

By		
•	Kelvvn H. Cullimore, Jr., Mayor	

ory Solorio, Recorder			
•	VOTING:		
	Kelvyn H. Cullimore, Jr.	Yea _	Nav
	Michael L. Shelton		Nay
	J. Scott Bracken	Yea	Nay
	Michael J. Peterson	Yea	Nay
	Tee W. Tyler	Yea _	Nay

### **Independent Contractor Agreement**

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into effective 26 May 2015 by and between COTTONWOOD HEIGHTS, a Utah municipality ("City") and STEPHANIE DICKEY d/b/a/ THE POINTED PENCIL WRITING SERVICES ("Contractor").

#### RECITALS:

- A. City coordinates and facilitates the dissemination of information both internally and externally to the public and staff through print, web page, policies and procedures.
- B. City desires to engage the professional services of a public relations specialist/writer to assist the city with special projects when needed and to act as a backup for the City's Public Relations Specialist.
- C. Contractor has significant experience in providing journalistic and public relations services of the type needed by City.
- D. Based on City's knowledge of Contractor's resume and references, City desires to retain Contractor to provide such services as specified in this Agreement.
- E. The parties have determined that it is mutually advantageous to enter into this Agreement.

#### <u>**A** G R E E M E N T</u>:

- **NOW, THEREFORE,** in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
- 1. **Engagement of Contractor**. City hereby engages Contractor, and Contractor hereby agrees, to perform the Services (defined below) as specified in this Agreement.
- 2. <u>Detailed Description of the Services</u>. In furtherance of this Agreement, Contractor shall do, perform, and carry out in good, professional and timely manner, the following services (such work, together with all ancillary and additional services and materials as may be reasonable required to accomplish the desired result in a competent, comprehensive and finished manner, is referred to herein as the "Services"):
- (a) <u>Style Guide</u>. Provide a "style guide" for City (the "Style Guide") in consultation with the City Manager (the "Manager"). The Style Guide will be a set of standards for the writing and design of documents for City that establishes and enforces consistency to improve communications. The Style Guide will use best practices and will periodically be revised to accommodate changes in best practices.
- (b) <u>Back-up for Public Relations Specialist</u>. Perform the essential duties of City's Public Relations Specialist if so directed by the Manager.

(c) <u>Additional Related Services</u>. Perform such additional related services from time to time as requested by the Manager in connection with City's creation and dissemination of public information.

Deadlines for Services shall be as reasonable requested by City. Contractor shall promptly (within 24 hours or less) respond to all e-mails, voicemails and other communications from any of City's employees concerning the Services. Contractor shall provide at least 30 days' prior written notice to City of any vacations or other times when Contractor will be unable to perform the Services.

- 3. <u>Fees for Services</u>. City shall pay Contractor for Services actually performed at the rate of \$60/hour.
- 4. <u>Method of Payment</u>. Each calendar month, Contractor shall submit to City a detailed invoice setting forth the Services performed during the immediately preceding calendar month, describing the Services rendered by date and by time expended (in one tenth hour increments), and specifying the resulting charges. Any reimbursable costs shall be separately itemized and accompanied by such back-up documentation as City reasonably may require. City shall pay (or provide a reasoned objection to) the amount set forth in the current invoice within 30 days after receipt.
- 5. <u>Services Performed in a Professional, Reasonable Manner</u>. Contractor shall perform the Services in a professional, reasonable, responsive manner in compliance with all laws and applicable standards of performance. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Contractor.
- 6. **Personnel, Equipment and Facilities**. Contractor shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, office space, communication facilities, vehicles for transportation and identification cards, and shall obtain all licenses and permits, necessary or incidental to performing any and all of the Services. Contractor shall not use City staff as a means to perform the Services in lieu of using Contractor's own staff, nor shall Contractor perform any of the Services on City's premises or utilizing any City equipment or supplies. The foregoing shall not apply to the extent that Contractor is directed by the Manager to perform the functions of City's Public Relations Specialist and the performance of such functions reasonably must be performed on City's premises utilizing City equipment or supplies.
- 7. **Term.** This Agreement shall be effective on the date hereof and shall terminate at 11:59:59 p.m. on 30 June 2015. Thereafter, this Agreement shall be automatically renewed for successive terms of one year each until such time as it is terminated as provided in Section 10 of this Agreement.
- 8. <u>Independent Contractor Status</u>. Contractor shall perform the Services as an independent contractor, and all persons employed by Contractor in connection herewith shall be employees or independent contractors of Contractor and not employees of City in any respect.
- (a) <u>Control</u>. Contractor shall have complete control and discretion overall personnel providing Services hereunder.

- (b) <u>Salary and Wages</u>. Subject to Section 3, above, City shall not have any obligation or liability for the payment of any salaries, wages or other compensation to Contractor's personnel providing Services hereunder.
- (c) <u>No Employment Benefits</u>. All personnel providing Services are and shall be and remain Contractor's employees, and shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.
- 10. <u>Termination</u>. Either party may terminate this Agreement, without cause, upon at least 60 days' prior written notice to the other party. Either party also may terminate this Agreement for cause upon at least ten days' prior written notice and opportunity to cure to the defaulting party. Neither party shall have any liability to the other for damages nor other losses because of termination of this Agreement, provided; however, City shall pay Contractor all amounts due for actual work performed within the scope of Services before the effective date of the termination, as specified herein.
- 11. **Indemnification**. Contractor shall defend, indemnify, save and hold harmless City (including, without limitation, its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and cost of suit), relating to or arising in any way from the Services provided, or to be provided, hereunder. Contractor shall so defend, indemnify, save and hold harmless City whether such demands, liabilities, claims, damages, actions and/or proceedings are attributable to the simple negligence, gross negligence, recklessness or intentional misconduct of Contractor (or any officers, employees, agents, subcontractors, etc. of Contractor), or under any other applicable legal theory, and shall be effective whether or not such negligence, recklessness or other misconduct reasonably was foreseeable. Nothing herein shall, however, require Contractor to indemnify as provided in this section with respect to (a) City's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to the Services provided, or to be provided, by Contractor hereunder.
- 12. <u>Laws and Regulations.</u> Contractor shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Contractor shall comply with equal opportunity laws and regulations to the extent that they are applicable.
- 13. <u>Non-Exclusive Rights</u>. Nothing in the Agreement is to be construed as granting to Contractor any exclusive right to perform any or all Services (or similar services) now or hereafter required by City.
- Conflict Resolution. Except as otherwise provided for herein, any dispute between the parties regarding the Services which is not disposed of by agreement shall be decided by City, which shall provide written notice of the decision to Contractor. Such decision by City shall be final unless Contractor, within 30 calendar days after such notice of City's decision, provides to City a written notice of protest, stating clearly and in detail the basis thereof. Contractor shall continue its performance of this Agreement during such resolution. If the parties

do not thereafter agree to a mutually-acceptable resolution, then they shall resolve the dispute pursuant to section 15 below.

- 15. <u>Claims and Disputes</u>. Unresolved claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Contractor shall continue to perform the Services during any such litigation proceedings and City shall continue to make undisputed payments to Contractor in accordance with the terms of this Agreement.
- 16. <u>Notices</u>. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

City: COTTONWOOD HEIGHTS

Attn. John Park, City Manager

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

with a copy to: Wm. Shane Topham

CALLISTER NEBEKER & MCCULLOUGH

10 East South Temple, 9<sup>th</sup> Floor

Salt Lake City, UT 84133

Contractor: Stephanie Dickey

The Pointed Pencil Writing Services

41 W Paula Circle Sandy, UT 84070

Intellectual Property Rights. City shall own and retain all right, title and interest 17. in and to all Services and all other reports, documents, materials, ideas, concepts, know-how, specifications, plans, notes, drawings, designs, pictures, images, text, audiovisual works, data, information, graphics, designs, layouts and other items, expressions, works of authorship or work product of any kind that are authored, produced, created, conceived, collected, developed, discovered or made by Contractor in connection with the Services or which relate in any manner to the Services or which result from any Services produced or undertaken by Contractor for City, including any and all intellectual property rights therein (collectively, the "Work Product"). To the extent applicable, City shall be deemed to be the "author" of all Work Product, and all Work Product will constitute "works made for hire" under the U.S. Copyright Act (17 U.S.C. §§ 101 et seq.), and any other applicable law. To the extent that any Work Product does not constitute a work made for hire, Contractor hereby assigns to City all right, title and interest that Contractor may have or may hereafter acquire in all Work Product, including all intellectual property rights therein. Notwithstanding the foregoing, however, Contractor shall be entitled to use and display in her professional portfolio any publicly-disseminated written work performed as part of the Services.

- 18. <u>Additional Provisions</u>. The following provisions also are integral to this Agreement:
- (a) <u>Titles and Captions</u>. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.
- (b) <u>Pronouns and Plurals</u>. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.
- (c) <u>Applicable Law</u>. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.
- (d) <u>Integration</u>. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
  - (e) <u>Time</u>. Time is the essence hereof.
- (f) <u>Survival</u>. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.
- (g) <u>Waiver</u>. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
- (h) <u>Rights and Remedies</u>. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.
- (i) <u>Severability</u>. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- (j) <u>Litigation</u>. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(k) <u>Exhibits</u> . All exhibits annexed to this Agreement are expressly made a part
of this Agreement as though completely set forth herein. All references to this Agreement, either
in this Agreement itself or in any of such writings, shall be deemed to refer to and include this
Agreement and all such exhibits and writings.

- (l) <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- (m) <u>Authorizations</u>. Each person signing this Agreement represents and warrants that he is authorized to sign this Agreement for the party indicated.
- (n) <u>Execution and Delivery</u>. This Agreement may be executed and/or delivered by email, facsimile or other electronic means with the same legal effect as manual execution and physical delivery.

**DATED** effective the date first-above written.

	CITY:
ATTEST:	COTTONWOOD HEIGHTS
	By:
Kory Solorio, Recorder	Kelvyn H. Cullimore, Jr., Mayor
	CONTRACTOR:
	STEPHANIE DICKEY, d/b/a THE POINTEI
	PENCIL WRITING SERVICES

#### MEMORANDUM OF UNDERSTANDING BETWEEN

# CANYONS SCHOOL DISTRICT, COTTONWOOD HEIGHTS and COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA

#### SUBJECT: BUTLER MIDDLE SCHOOL MARQUEE

Canyons School District will purchase an electronic marquee for Butler Middle School to promote and inform patrons and students about upcoming school events. Cottonwood Heights and Cottonwood Heights Parks and Recreation Service Area will pay a portion of the cost of the marquee, and, as a result, will be allowed to use the marquee to promote and inform the public about their upcoming events.

- 1. <u>Purpose</u>. The purpose of this memorandum of understanding (MOU) is to memorialize the agreement between Canyons School District (District), Cottonwood Heights (City), and Cottonwood Heights Parks and Recreation Service Area (CHPRSA) to allow City and CHPRSA to pay for a portion of the electronic marquee at Butler Middle School (BMS) in exchange for the ability to also use the marquee to promote their events. This Agreement is limited to the Butler Middle School Marquee and does not alter or affect existing agreements between the parties for other purposes and programs.
- 2. <u>Scope</u>. This MOU outlines the ability and responsibilities of each party related to the BMS Electronic Marquee.
- 3. <u>Duties, Responsibilities, Support, and Resource Needs.</u>
  - a. District will purchase and install an electronic marquee on BMS, located at 7350 South 2700 East, Cottonwood Heights, Utah 84121.
  - b. City will pay District a portion of the cost for the BMS electronic marquee. The portion of the total cost is \$6,000.00.
  - c. CHPRSA will pay District a portion of the cost for the BMS electronic marquee. The portion of the total cost is \$3,000.00.
  - d. District will be responsible for the associated utilities costs, as well as any maintenance costs for the BMS marquee.
  - e. District will have first priority for information and promotions displayed on the BMS marquee during the school year. City will have second priority, and CHPRSA will have third priority.
  - f. Two weeks after the school year ends and up until two weeks before the school year begins again, City will have first priority for information and promotions displayed on the BMS marquee during the school year. District will have second priority, and CHPRSA will have third priority.
  - g. City and CHPRSA shall provide to BMS requested dates and times for marquee use for the upcoming fiscal year no later than July 1<sup>st</sup> of each year. City and CHPRSA shall cooperate to finalize those dates no later than August 31<sup>st</sup> of that year; however

the District shall reasonably cooperate with any reasonable request to amend such schedule. Each party shall cooperate with the other regarding scheduling use of the BMS marquee for their purposes. A requesting party has the right to use the BMS marquee whenever it is not being used by the other party.

- 4. <u>Term.</u> This MOU is for a period of five years, effective July 1, 2015 and terminates on June 30, 2020. Thereafter, this MOU shall renew automatically for four consecutive two (2) year terms unless terminated as provided in Paragraph 5.
- 5. <u>Termination</u>. The District may terminate this Memorandum of Understanding by providing thirty (30) days written notice to the other parties. City and CHPRSA may terminate their participation in the agreement by providing (30) days written notice to the other parties.
- 6. <u>Insurance</u>. As the owner of the Marquee, District is responsible for liability and casualty insurance for the Marquee.
- 7. <u>Severability</u>. If any provision, or any portion thereof, contained in this MOU is held unconstitutional, invalid or unenforceable, the remainder of this MOU or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- 8. <u>Amendment</u>. This MOU shall not be amended except in writing signed by the parties hereto.
- 9. <u>Applicable Law</u>. The provisions of this MOU shall be governed by and construed in accordance with the laws of the State of Utah.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding by and through their respective, duly-authorized representatives effective the first day date of payment by the respective parties.

ATTEST:	CANYONS SCHOOL DISTRICT
Date	Date
ATTEST:	COTTONWOOD HEIGHTS
Kory Solorio, Recorder	Kelvyn H. Cullimore, Jr., Mayor
Date	Date

## SUBJECT: Butler Middle School Marquee MOU

ATTEST:	COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA
Date	 Date