

Proclamation 2015-03

IN SUPPORT OF LOCAL FIRST UTAH'S INDEPENDENTS WEEK

WHEREAS, Independents Week is a time to celebrate the entrepreneurial spirit represented by our core of local, independent businesses, and

WHEREAS, the individual decisions every community member makes today affect the future of Cottonwood Heights, and

WHEREAS, Cottonwood Heights' local, independent businesses help preserve the uniqueness of this place and give us a sense of community, and

WHEREAS, Cottonwood Heights' core of independently-owned businesses give back to this community in goods, services, time and talent, and

WHEREAS, the health of Cottonwood Heights' economy is directly affected by our support of businesses owned by local merchants, and

WHEREAS, Cottonwood Heights' independent business owners and employees enrich community members' shopping and dining experiences with their knowledge and passion;

NOW THEREFORE LET IT BE PROCLAIMED that the Cottonwood Heights City Council establishes the week of July 1 to July 7, 2015 as "Independents Week" and salutes the community members and locally owned independent businesses who are integral to the unique flavor of Cottonwood Heights. The council honors their efforts to enrich our community and acknowledges that the ability to choose the direction of Cottonwood Heights lies within each of us.

DATED this 9^h day of June, 2015.

Mayor Kelvyn H. Cullimore, Jr. _____

Councilman Michael L. Shelton _____

Councilman J. Scott Bracken _____

Councilman Michael J. Peterson _____

Councilman Tee W. Tyler _____

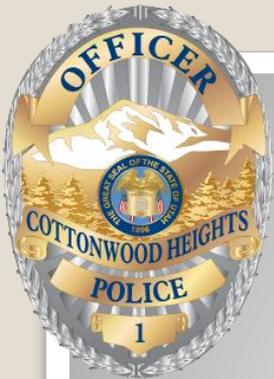
City Manager John W. Park _____



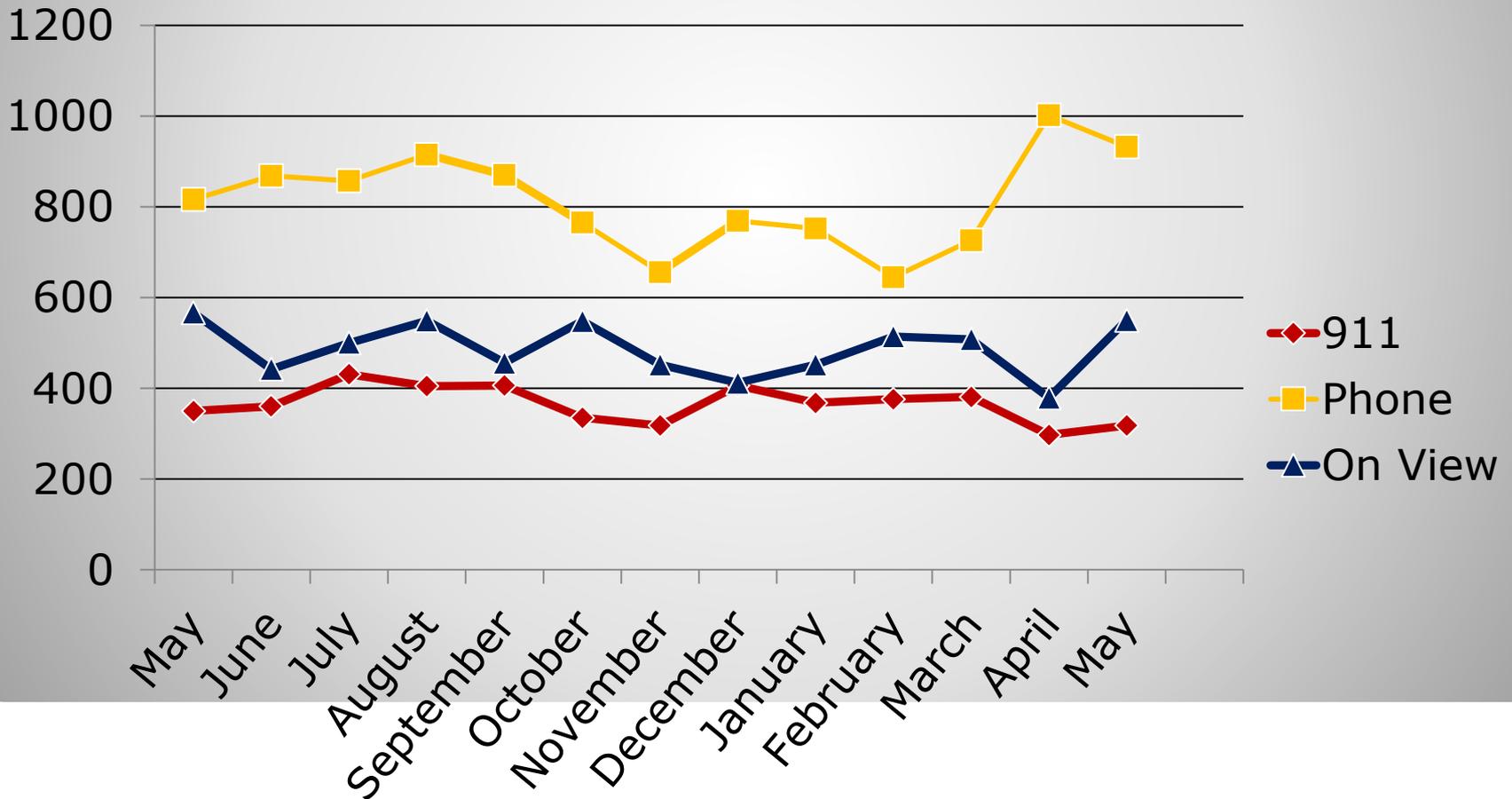
Cottonwood Heights Police Department

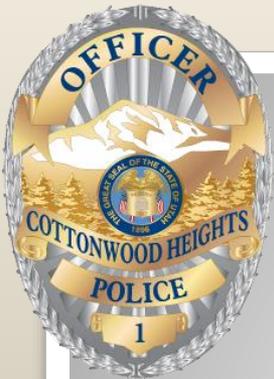
May 2015



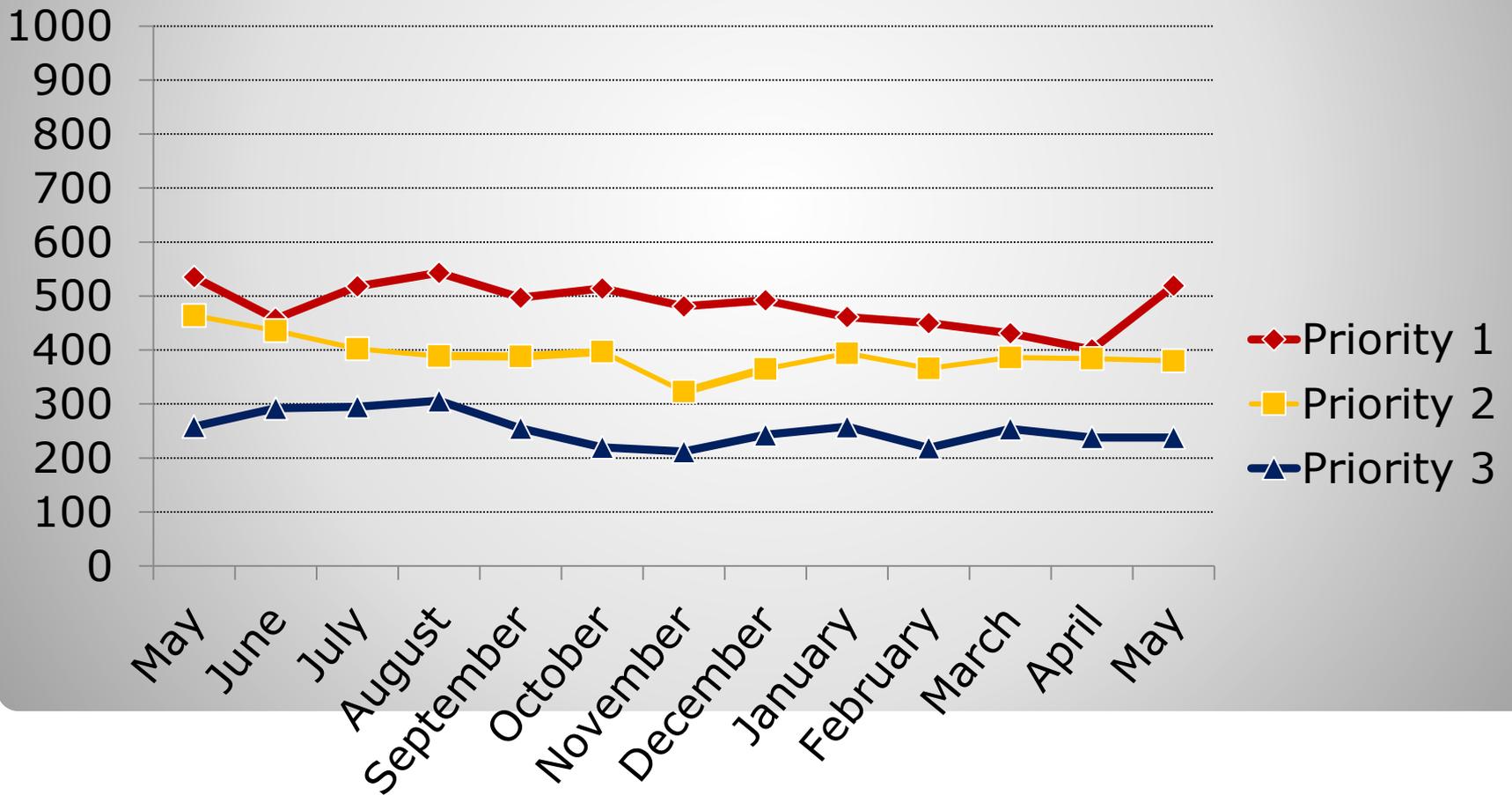


Calls For Service By Source



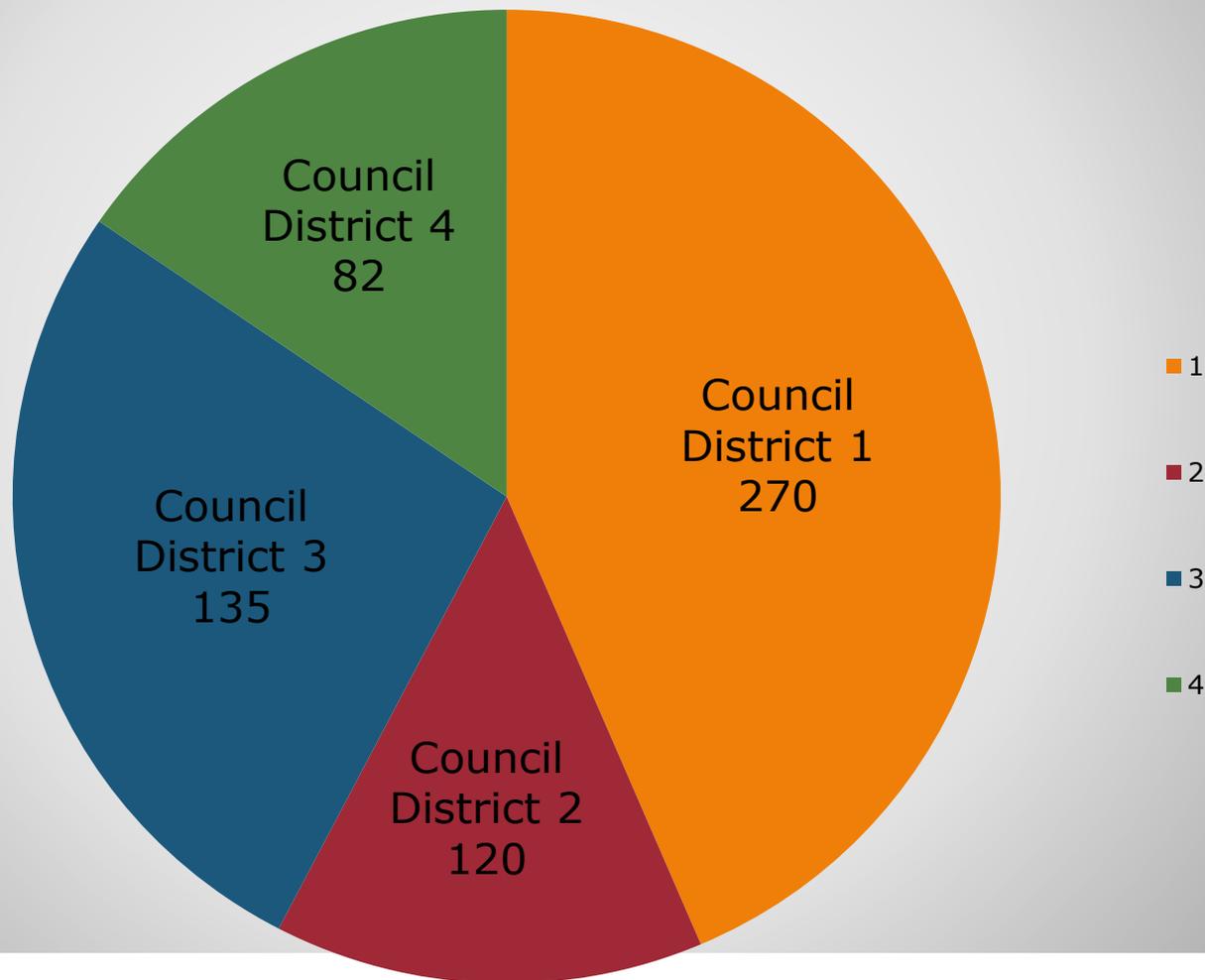


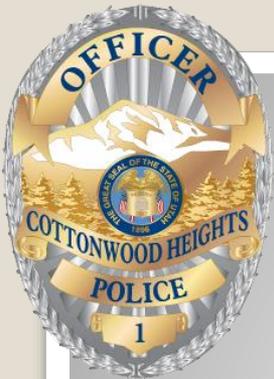
Calls for Service by Priority



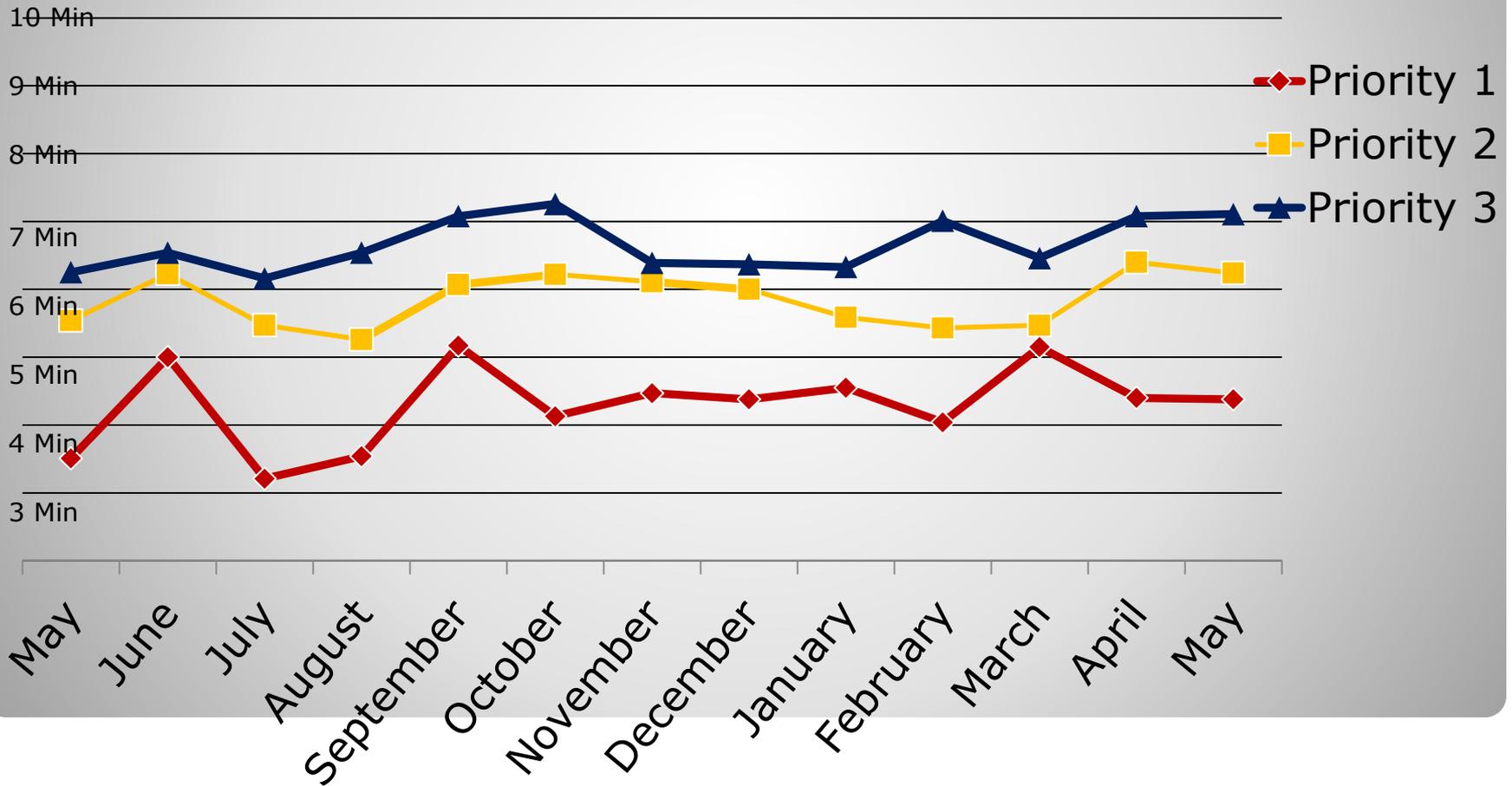


Reports by Council District





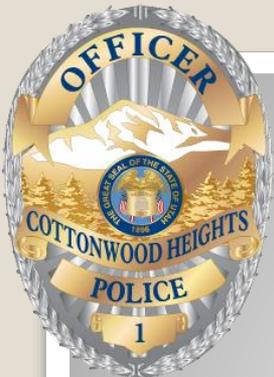
Response Times



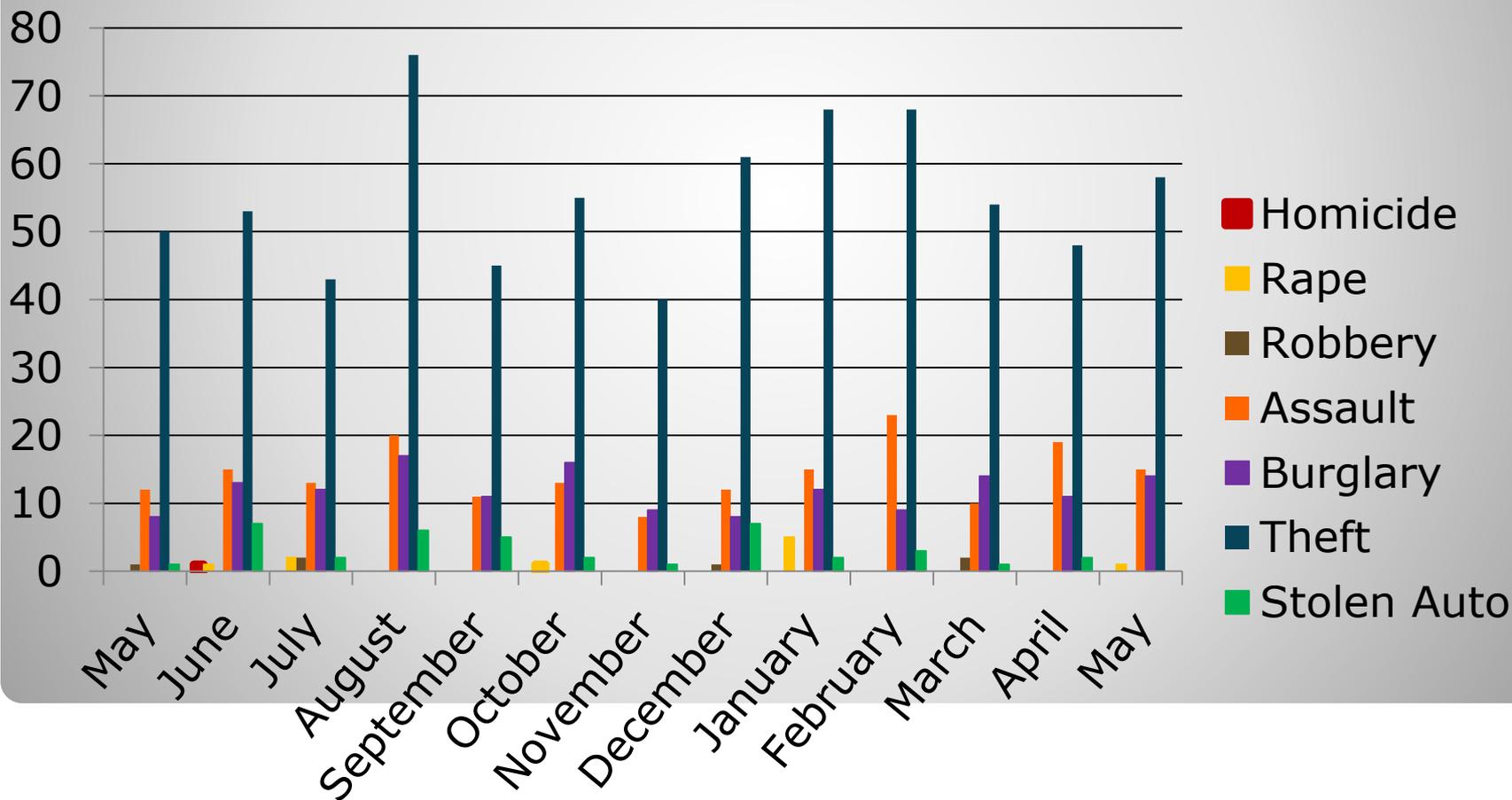


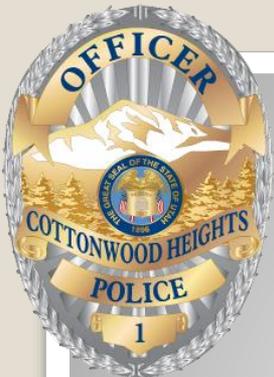
Overall UCR Crime View

	May 14	May 15
Homicide	0	0
Rape	0	1
Robbery	1	0
Assault	12	15
Burglary	8	14
Theft	51	58
Stolen Auto	1	0
Total	73	88

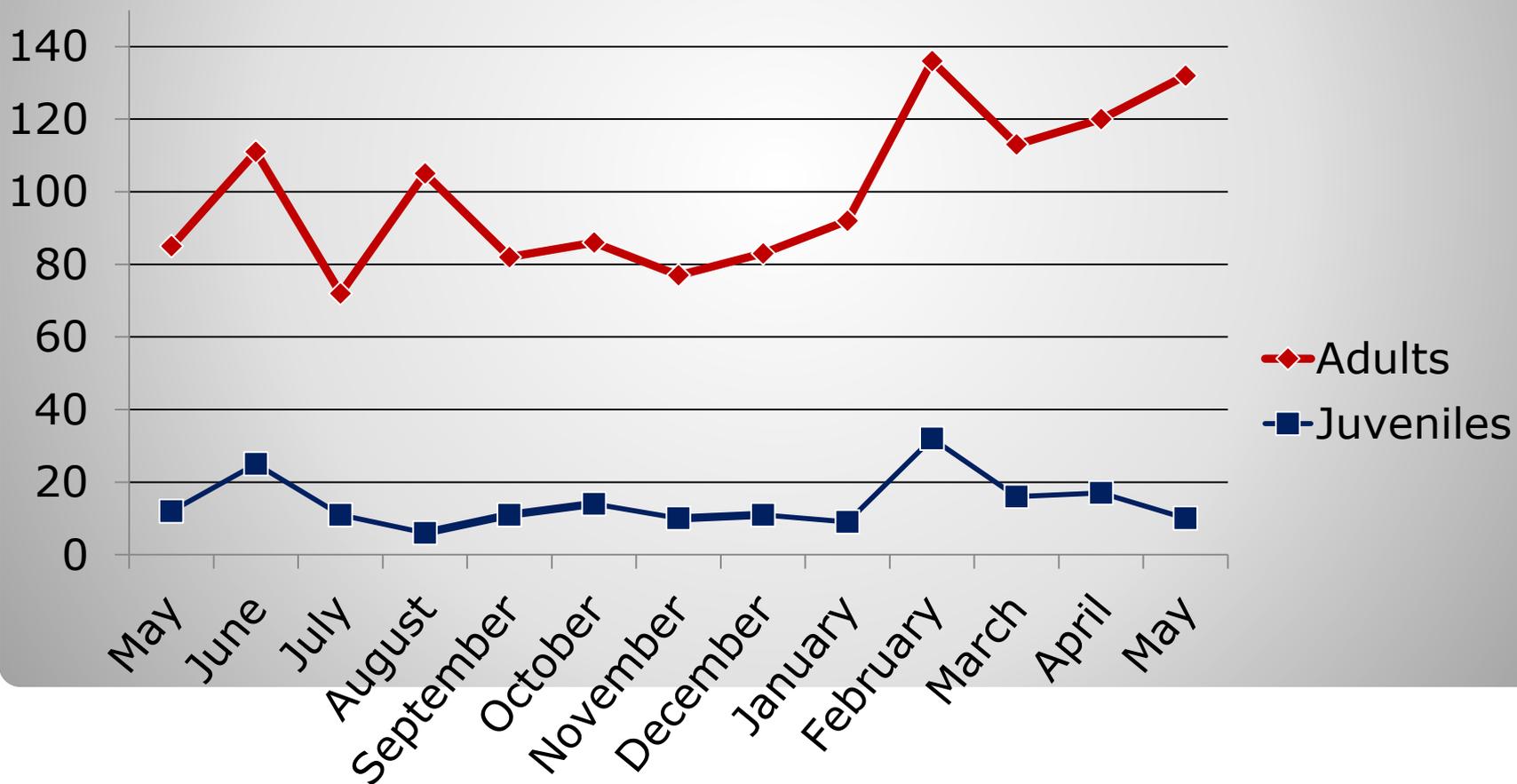


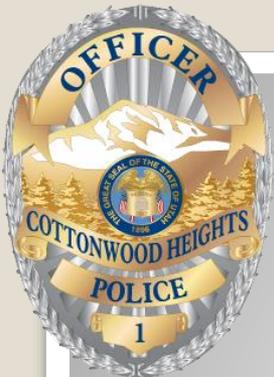
UCR Crime View





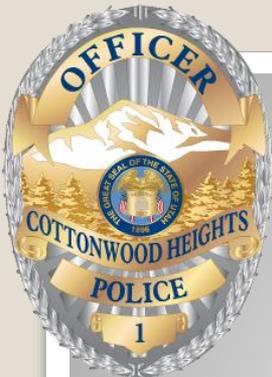
Arrests





Officer Mann initiated a traffic stop for a seat belt violation. When he approached the car he detected a strong odor of marijuana. This is what he found. The driver was arrested for possession with intent to distribute.

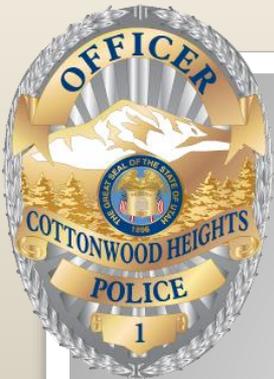




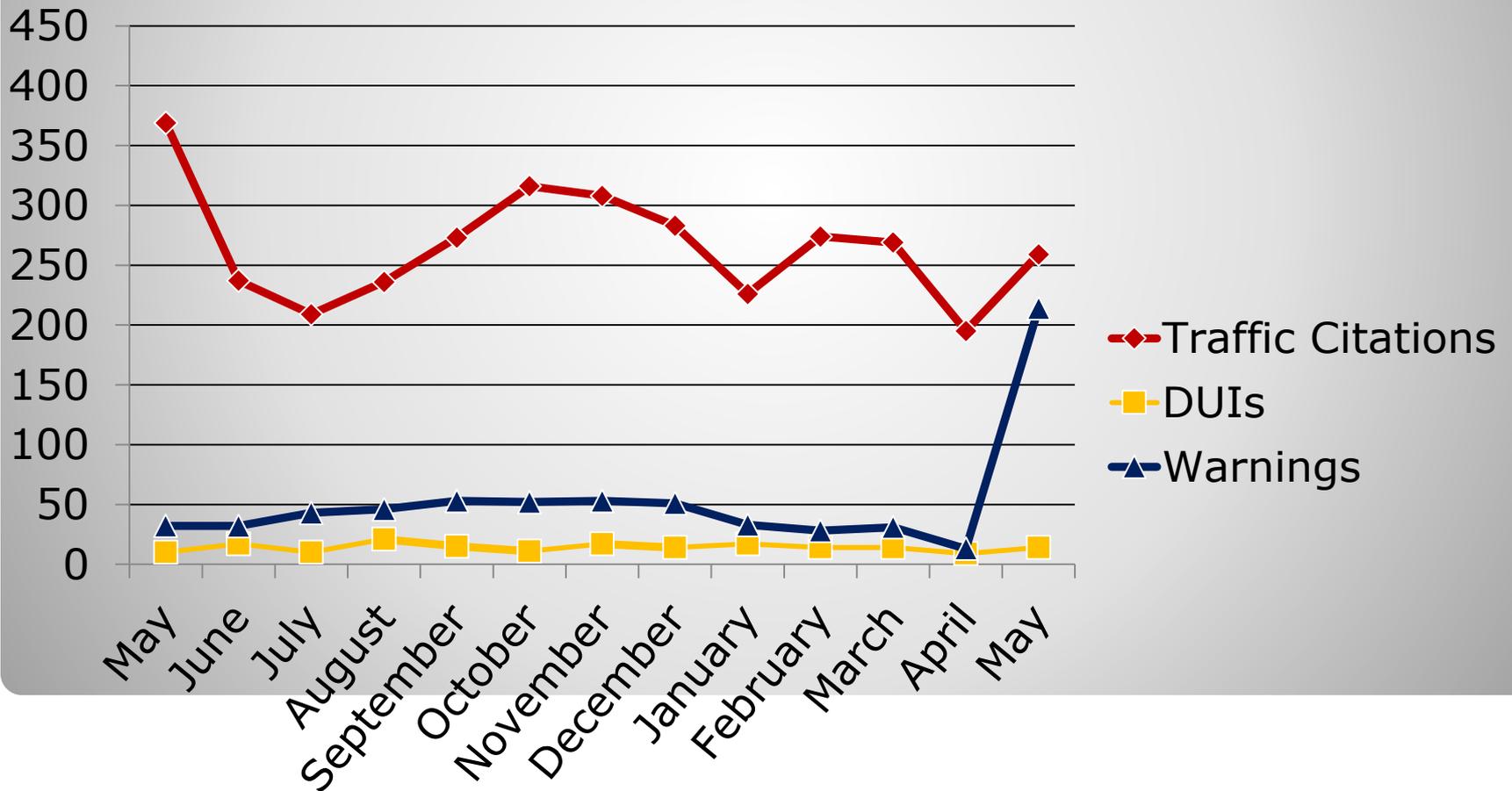
Arrests by Offense

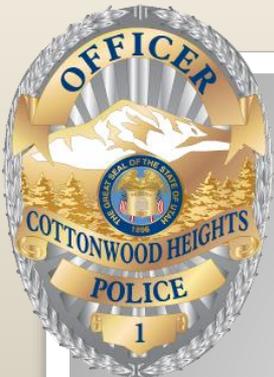
Offense	Adult	Juvenile
Aggravated Assault	1	
Burglary	6	
Theft	31	2
Other Assault	12	2
Forgery	3	
Fraud	1	
Possession of Stolen Property	1	
Vandalism	1	
Weapons Offense	3	
Sale / Manufacturing of Other Drugs	2	
Possession of Marijuana	2	
Possession of Other Drugs	17	1
Family Offense	9	
DUI	12	
Liquor Laws	2	4
Drunkenness	5	
Disorderly Conduct	3	
All Other	21	1
Total	132	10



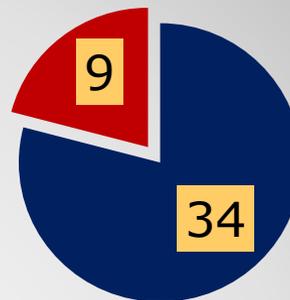


Traffic Citations & DUIs

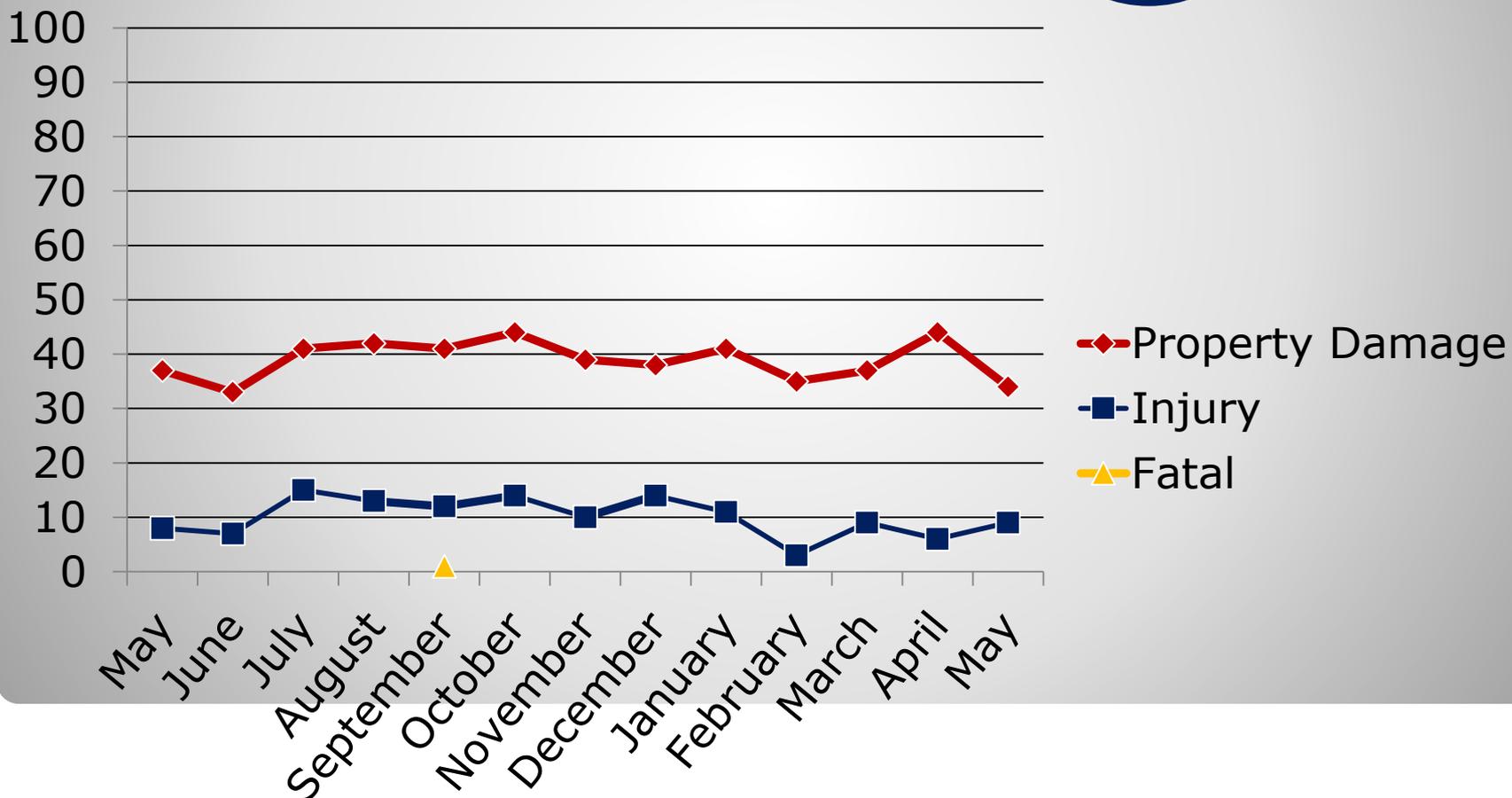




Crashes



- Property Damage
- Injury





PUBLIC WORKS Status Report 6/9/2015

STREET AND SIDEWALK MAINTENANCE

M 10-01 Asphalt Maintenance (Terracare)

Budget: 946,000 YTD Expenditures: \$862,239.00

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

Update Summaries:

4/14 – A schedule is being done now for the remaining asphalt work

6/9 – The overlay in the cul de sac's in the Old Mill neighborhood are complete for this year, one will be completed next budget year.

The slurry seal on three of the "C" streets will be completed today

Capital Improvement Projects

CIP 10-01 ADA Ramp Project

Budget: 130,000 YTD Expenditures:

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

Update Summaries:

4/14 – The pre-const. meeting was held today, work will start April 27th

6/9 – This project is nearing completion

CIP 10-03 Signal Upgrades

Budget: 0 YTD Expenditures: 0

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

Update Summaries:

4/14 – Midvale is working on funding to do their side of Union Park Ave. now

6/9 – Nothing new to report

CIP 10-04 Cross Gutter Replacement Program

Budget: 42,000

YTD Expenditures:

Object Code: 45-7012-731

Projected Completion Date: Ongoing

Update Summaries:

4/14 – Work has been completed on three replacements in the Poverty Flats area

6/9 – Work complete

CIP Union Park Median Landscape Project

Budget: 1,200,000.00

YTD Expenditures: 1,005,790,000

Object Code: 45 7053 731

Projected Completion Date: 2013

Update Summaries:

4/14 – We will start this as soon as the contractor is available

6/9 – Additional curbing will be completed as the budget allows

CHC.275-279

Ft. Union Park and Ride

Budget: \$925,000

YTD Expenditures: 462,963

Object Code: 45-7057-731

Project Completion Date: 2015

Update Summaries:

4/14 – Work has resumed, they are working on the retaining wall at the ramp now

6/9 – This project is nearing completion. The hand rail and punch list items remain

CHC. 250-11 Ft. Union/Highland Dr. Intersection

Budget: \$324,825 (6.77% match) YTD Expenditures 15,294

Object Code: 45-7004-791

Project Completion: 2015

Update Summaries:

4/14 – RMP will have the estimate to move the power poles by the end of April, once we have that we can make design changes to accommodate any shortfalls

6/9 – Kevin Mulvey continues work on the “Right of Way” accusations as Hatch Mott McDonald prepares the plans for UDOT’s “Plan in Hand” review

STORM DRAIN MAINTENANCE (SD)

SD 10-01 Storm Water Capital Facilities Plan Update

Budget: 0 YTD Expenditures: 0

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

Update Summaries:

6/9 – Nothing new to report

SD 10-02 Storm Drain Mapping and Condition

Budget: 0 YTD Expenditures: 0

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

Update Summaries:

4/14 – Mapping continues as new lines and manholes are found and raised to grade.

6/9 – Work has come to a stop with the departure of Brian Kirkwood. We are taking applications for his replacement now

CONTRACT SERVICES (CS)

CS10-01 Terracare Contract

Budget: 1,400,000 YTD Expenditures: 1,150,700

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

Update Summaries:

4/14 – Prep work including patching for the micro surface treatments is being done now along with pothole repairs

6/9 – Asphalt work for this budget year is nearing completion, routine weed and asphalt maintenance continues

CS10-02 Trip Hazard Mitigation Contract

Budget: 75,000 YTD Expenditures: 74,999

Object Code: 45 799 7099 000 Projected Completion Date: 2012

Update Summaries:

6/9 – Work for this budget year has been completed with over 1,600 hazards being cut this year

CS10-03 Cottonwood Heights Recreation Center Contract
Budget: 145,327 YTD Expenditures: 139,743
Object Code: 45-7027-717 Projected Completion Date: Ongoing
Update Summaries:
4/14 – Spring cleanup work and routine park maintenance is underway
6/9 – Summer maintenance on our parks and trail are underway, the
flower pots have been placed at bus stop locations

CS10-04 Street Sweeping Contract
Budget: 60,000 YTD Expenditures: 16,698
Object Code: 11-4415-427-415 Projected Completion Date: Ongoing
Update Summaries:
4/14 – The sweeper is working in the city now
6/9 – The cities last sweeping was done in May

RESEARCH AND STUDIES (RS)

No new studies are being done at this time

BEAUTIFICATION PROJECTS (RB)

RB10-01 Big Cottonwood Canyon Trail Project
Budget: 196,000 YTD Expenditures: 240,355
Object Code: 45 7015 735 Projected Completion Date: 2013
Update Summaries:
4/14 – Final paperwork has been submitted for review by UDOT
6/9 – Nothing new to report

PROGRAM IMPLEMENTATION (PI)

PI 10-01 Street Lighting Program

Budget: 0 YTD Expenditures: 0

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

Update Summaries:

4/14 – Two new light fixtures on 6670 south will be installed by the county as soon as their schedule allows

6/9 – Nothing new on lighting to report

PI 10-02 50/50 Sidewalk Replacement Program

Budget: 50,000 YTD Expenditures: 29,715

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

Update Summaries:

4/14 – Quicksilver Concrete is working on the remaining requests for this budget year now

6/9 – Work for this budget year has been completed

PI 09-03 Traffic Calming Program

Budget: 0 YTD Expenditures:

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

Update Summaries:

4/14 – The meeting was attended by 80+ residents of the Greenfield area. Comment cards were given out and collected. We are taking some additional traffic counts north of Lacresta after several comments during the meeting regarding a speeding issue in that area as well

6/9 – We have met with another resident of the Greenfield area who has some support for a closure of Greenfield at Cloverdale, he is working on a list of supporting area residents for his idea. Fire and Public Works are not in favor of a closure.

COTTONWOOD HEIGHTS

ORDINANCE NO. 242

AN ORDINANCE APPROVING A GENERAL PLAN AMENDMENT AND A ZONING MAP AMENDMENT FOR THE “GRANITE OAKS” ANNEXATION AREA

WHEREAS, the “Municipal Land Use, Development, and Management Act,” UTAH CODE ANN. §10-9a-101 *et seq.*, as amended (the “Act”), provides that each municipality shall prepare and adopt a comprehensive, long-range general plan and also may enact a land use ordinance and a zoning map establishing regulations for land use and development; and

WHEREAS, the Act requires the municipality’s planning commission to prepare the proposed general plan and land use ordinance/zoning map, or amendments thereto, which represents the planning commission’s recommendations and submit them to the municipality’s legislative body; and

WHEREAS, the Act also provides certain procedures for the municipality’s legislative body to adopt and amend the city’s general plan and land use ordinance/zoning map; and

WHEREAS, on 26 July 2005, following full compliance with the procedures for formulation, public hearing and recommendation specified in the Act, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) enacted (a) its Ordinance No. 24 adopting a general plan (with all previous amendments, the “*Plan*”) for the City, and (b) its Ordinance No. 25 adopting a land use ordinance (codifying such ordinance as Title 19 of the City’s code of ordinances [the “*Code*”]) and adopting a zoning map for the City (the “*Zoning Map*”); and

WHEREAS, as authorized by the Act, (a) the Plan includes a land use element and an official map (collectively, the “*Land Use Element*”) allocating to each parcel of land in the City a specific land use designation authorized by the Plan, and (b) the Zoning Map allocates to each parcel of Land in the City a specific zoning designation authorized by the Land Use Element and the Code; and

WHEREAS, pursuant to its Ordinance No. 226 dated 26 August 2014, the Council annexed an area of approximately 210 acres (the “*Property*”) located near 9300 South Wasatch Boulevard, which is commonly known as the Granite Oaks annexation, and imposed temporary zoning regulations on the Property pursuant to UTAH CODE ANN. 10-9a-504 for up to six months after the effective date of the annexation; and

WHEREAS, such annexation became effective 1 January 2015; and

WHEREAS, in response to a City-initiated application to (a) amend (the “*General Plan Amendment*”) the Land Use Element to include the annexed Property, and (b) amend (the “*Zoning Map Amendment*”) the Zoning Map to also include the annexed Property, following all required notices, a public hearing was held before the Planning Commission concerning the proposed General Plan Amendment and the proposed Zoning Map Amendment (collectively, the “*Amendments*”), where citizens were given the opportunity to provide written or oral comment concerning the Amendments; and

WHEREAS, on 3 June 2015, the Planning Commission voted to recommend that the Council approve both of the Amendments, and thereafter recommended that the Council approve the Amendments; and

WHEREAS, the Council met in regular meeting on 9 June 2015 to consider, among other things, approving and adopting the Amendments; and

WHEREAS, after careful consideration of the recommendations of the Planning Commission, the comments at the public hearings and public meetings, and other pertinent information, and otherwise being fully advised, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to approve Amendments by amending the Land Use Element and the Zoning Map as shown on the exhibits (the “*Exhibits*”) that are attached to this ordinance (this “*Ordinance*”) and are incorporated herein by this reference;

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

Section 1. ***Amendment of Land Use Element and Zoning Map.*** The Council hereby adopts the Amendments to the Land Use Element and the Zoning Map that are shown on the Exhibits, and hereby ratifies (a) the Plan, as so amended, as the City’s general plan, and (b) the Zoning Map, as so amended, as the City’s Zoning Map. From and after the effective date of this Ordinance, the Plan and the Zoning Map shall be deemed amended by the Exhibits, as applicable, for all purposes.

Section 2. ***Future Amendments.*** Pursuant to the authority granted in the Act, the Council shall have, and hereby expressly reserves, the right to hereafter further amend the Plan and the Zoning Map at any time or from time to time for any purpose upon recommendation by the Planning Commission following all appropriate public notices and hearings required by the Act.

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. 242, 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 9th day of June 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
J. Scott Bracken, Mayor Pro Tempore

ATTEST:

Kory Solorio, Recorder

VOTING:

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

Absent
Yea ___ Nay ___
Yea ___ Nay ___
Yea ___ Nay ___
Yea ___ Nay ___

DEPOSITED in the Recorder's office this 9th day of June 2015.

POSTED this ___ day of June 2015.

COTTONWOOD HEIGHTS

ORDINANCE NO. 243

AN ORDINANCE APPROVING A GENERAL PLAN AMENDMENT AND A ZONING MAP AMENDMENT FOR THE “OLD COVENTRY” ANNEXATION AREA

WHEREAS, the “Municipal Land Use, Development, and Management Act,” UTAH CODE ANN. §10-9a-101 *et seq.*, as amended (the “Act”), provides that each municipality shall prepare and adopt a comprehensive, long-range general plan and also may enact a land use ordinance and a zoning map establishing regulations for land use and development; and

WHEREAS, the Act requires the municipality’s planning commission to prepare the proposed general plan and land use ordinance/zoning map, or amendments thereto, which represents the planning commission’s recommendations and submit them to the municipality’s legislative body; and

WHEREAS, the Act also provides certain procedures for the municipality’s legislative body to adopt and amend the city’s general plan and land use ordinance/zoning map; and

WHEREAS, on 26 July 2005, following full compliance with the procedures for formulation, public hearing and recommendation specified in the Act, the city council (the “Council”) of the city of Cottonwood Heights (the “City”) enacted (a) its Ordinance No. 24 adopting a general plan (with all previous amendments, the “Plan”) for the City, and (b) its Ordinance No. 25 adopting a land use ordinance (codifying such ordinance as Title 19 of the City’s code of ordinances [the “Code”]) and adopting a zoning map for the City (the “Zoning Map”); and

WHEREAS, as authorized by the Act, (a) the Plan includes a land use element and an official map (collectively, the “Land Use Element”) allocating to each parcel of land in the City a specific land use designation authorized by the Plan, and (b) the Zoning Map allocates to each parcel of Land in the City a specific zoning designation authorized by the Land Use Element and the Code; and

WHEREAS, pursuant to its Ordinance No. 228 dated 9 September 2014, the Council annexed an area of approximately 26 acres (the “Property”) located near 1900 East Creek Road, which is commonly known as the Old Coventry annexation, and imposed temporary zoning regulations on the Property pursuant to UTAH CODE ANN. 10-9a-504 for up to six months after the effective date of the annexation; and

WHEREAS, such annexation became effective 1 January 2015; and

WHEREAS, in response to a City-initiated application to (a) amend (the “General Plan Amendment”) the Land Use Element to include the annexed Property, and (b) amend (the “Zoning Map Amendment”) the Zoning Map to also include the annexed Property, following all required notices, a public hearing was held before the Planning Commission concerning the proposed General Plan Amendment and the proposed Zoning Map Amendment (collectively, the “Amendments”), where citizens were given the opportunity to provide written or oral comment concerning the Amendments; and

WHEREAS, on 3 June 2015, the Planning Commission voted to recommend that the Council approve both of the Amendments, and thereafter recommended that the Council approve the Amendments; and

WHEREAS, the Council met in regular meeting on 9 June 2015 to consider, among other things, approving and adopting the Amendments; and

WHEREAS, after careful consideration of the recommendations of the Planning Commission, the comments at the public hearings and public meetings, and other pertinent information, and otherwise being fully advised, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to approve Amendments by amending the Land Use Element and the Zoning Map as shown on the exhibits (the “*Exhibits*”) that are attached to this ordinance (this “*Ordinance*”) and are incorporated herein by this reference;

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

Section 1. ***Amendment of Land Use Element and Zoning Map.*** The Council hereby adopts the Amendments to the Land Use Element and the Zoning Map that are shown on the Exhibits, and hereby ratifies (a) the Plan, as so amended, as the City’s general plan, and (b) the Zoning Map, as so amended, as the City’s Zoning Map. From and after the effective date of this Ordinance, the Plan and the Zoning Map shall be deemed amended by the Exhibits, as applicable, for all purposes.

Section 2. ***Future Amendments.*** Pursuant to the authority granted in the Act, the Council shall have, and hereby expressly reserves, the right to hereafter further amend the Plan and the Zoning Map at any time or from time to time for any purpose upon recommendation by the Planning Commission following all appropriate public notices and hearings required by the Act.

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. 243, 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 9th day of June 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
J. Scott Bracken, Mayor Pro Tempore

ATTEST:

Kory Solorio, Recorder

VOTING:

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

Absent
Yea ___ Nay ___
Yea ___ Nay ___
Yea ___ Nay ___
Yea ___ Nay ___

DEPOSITED in the Recorder's office this 9th day of June 2015.

POSTED this ___ day of June 2015.

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-36

A RESOLUTION DECLARING CERTAIN PROPERTY CONSUMED IN NORMAL OPERATIONS, AWARDING A RETIRING POLICE OFFICER HIS BADGE, AND APPROVING PURCHASE OF A POLICE FIREARM BY A RETIRING POLICE OFFICER

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

WHEREAS, Code §2.150.060(A) allows certain property that is consumed in normal operations to be disposed of, or released to ownership by someone other than the City, without a declaration that the property is surplus by the City’s city council (the “Council”); and

WHEREAS, under Code §2.150.060(H)(2)(a) - (b), the Council may, by resolution following recommendation by the City’s chief of police (the “Chief”), award a retiring City police officer his badge and allow a retiring City police officer to purchase his sidearm from the City for such consideration as the Council may deem appropriate; and

WHEREAS, Code §2.150.060(H)(3) provides that conveyances of equipment under Code §2.150.060(H) may occur without compliance with the surplusing and sale procedures applicable to other types of City property; and

WHEREAS, City police officer Chad Soffe (“Officer Soffe”) is retiring from the City's police department (“CHPD”) and desires to obtain his CHPD-issued bulletproof vest (the “Vest”), his belt (the “Belt”), his City police badge (the “Badge”) and his Glock 22 sidearm (serial no. NAY974) (the “Firearm”); and

WHEREAS, the Chief has recommended that (a) the Vest and the Belt should be considered property that has been consumed in normal operations that may be retained by Officer Soffe without cost, and (b) the Council should award Officer Soffe his Badge and allow Officer Soffe to purchase the Firearm from the City for \$350.00; and

WHEREAS, the Council met on 9 June 2015 to consider, among other things, (a) allowing Officer Soffe to retain the Vest and the Belt upon his retirement as property that has been consumed in normal operations, and (b) awarding Officer Soffe his Badge and allowing Officer Soffe purchase the Firearm from the City for \$350.00; and

WHEREAS, the Council determined that \$350.00 is appropriate consideration for the Firearm; and

WHEREAS, after reviewing the Chief’s recommendation and careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to (a) declare that the Vest and Belt are property consumed in normal operations for purposes of Code § 2.150.060(A), (b) allow Officer Soffe to retain the Vest and

Belt upon his retirement, and (c) award Officer Soffe his Badge and approve Officer Soffe's purchase of the Firearm for \$350.00 in accordance with Code § 2.150.060(H)(2)(a) - (b);

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

1. The Vest and Belt are hereby declared to be property consumed in normal operations that is no longer needed by the City, and Officer Soffe may retain the Vest and Belt upon his retirement;
2. Officer Soffe is hereby awarded his Badge; and
3. Officer Soffe's purchase of the Firearm from the City for \$350.00 is hereby approved.

This Resolution, assigned no. 2015-36, shall take effect immediately upon passage.

PASSED AND APPROVED effective 9 June 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
J. Scott Bracken, Mayor Pro Tempore

ATTEST:

Kory Solario, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Absent
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 9th day of June 2015.

RECORDED this ___ day of June 2015.

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-37

A RESOLUTION APPROVING AN "EVENT PROPOSAL" CONTRACT WITH WCC ENTERPRISES, INC. FOR 2015 BUTLERVILLE DAYS

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 9 June 2015 to consider, among other things, approving and ratifying a contract and an amendment thereto (collectively, the "Agreement") with WCC Enterprises, Inc. d/b/a Bill Coleman Entertainment ("Provider") whereunder the City would retain Provider to provide and oversee various activities at the City's 2015 "Butlerville Days" community celebration on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto 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. 2015-37, shall take effect immediately upon passage.

PASSED AND APPROVED this 9th day of June 2015.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: _____
Kory Solorio, Recorder

By _____
J. Scott Bracken, Mayor Pro Tempore

VOTING:

Kelvyn H. Cullimore, Jr.	Absent
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 9th day of June 2015.

RECORDED this ___ day of June 2015.

Addendum to “Bubble Tower” Event Proposal

THIS AMENDMENT (this “*Amendment*”) is entered into effective 9 June 2015 between **WCC ENTERPRISES, INC.** d/b/a **Bill Coleman Entertainment**, a Colorado corporation (“*Provider*,” which includes Provider’s attendant at the Event as reasonable applicable under this Agreement), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality (“*City*”), and shall be deemed to augment and amend the “Contract - Invoice” (the “*Agreement*”) that is attached to this Amendment.

Section 1. **Background.** City has scheduled its annual “Butlerville Days” community event (the “*Event*”) for 23-24 July 2015 on the public property surrounding the Cottonwood Heights Recreation Center near 2700 East 7500 South in the City (the “*Event Site*”). As part of the Event, City desires to provide recreational opportunities to Event participants in the form of rides, games, and other activities. Provider is in the business of providing certain types of such services, and has proposed to provide (as specified in the Agreement) all necessary or advisable equipment, facilities, supervision, etc. for such activities in connection with the Event (collectively, the “*Event Services*”).

Section 2. **Amendments.** By their signatures below, the parties mutually accept and enter into the Agreement, subject to the following modifications:

(a) **Insurance.** Provider shall maintain in full force and effect a broad form bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Event Services (i.e.—whether equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of Two Million Dollars (\$2,000,000.00) combined single limit. Provider shall cause City, Cottonwood Heights Parks and Recreation Service Area (“*CHPRSA*”), and their respective officers, employees and other designees to be named as additional insureds under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City or CHPRSA may carry.

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

(c) **Break Periods.** The Agreement authorizes Provider to take 30 minute break periods every three hours. Instead, City shall provide a portaloos in the vicinity of Provider’s Event Services area (the “*Area*”), and Provider shall be authorized to take 15 minute break periods every three hours, with Provider contacting someone at the Event’s information booth before leaving so that an Event volunteer may attend the Area while Provider is absent.

(d) Lodging. City shall, at its cost, provide a double-occupancy room for Provider's use at the Hawthorn Suites by Wyndham, 6690 South Park Centre Drive, Cottonwood Heights, UT 84121, with arrival on 23 July 2015 and departure on 25 July 2015. City's cost shall be limited to the cost of the room, including occupancy and other taxes. Any incidentals requested by Provider shall be paid for by Provider.

Section 3. No Other Modifications. Except as specifically amended and modified by this Amendment, the Agreement shall be deemed unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

PROVIDER:

WCC ENTERPRISES, INC. d/b/a **Bill Coleman Entertainment**, a Colorado corporation

By: _____
Bill Coleman, President

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By: _____
Kory Solorio, Recorder

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

COTTONWOOD HEIGHTS

RESOLUTION NO. 2015-38

A RESOLUTION APPROVING AN "EVENT PROPOSAL" CONTRACT WITH CUSTOM EVENTS, INC. FOR 2015 BUTLERVILLE DAYS

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 9 June 2015 to consider, among other things, approving and ratifying a contract and an amendment thereto (collectively, the "Agreement") with Custom Events, Inc. ("Provider") whereunder the City would retain Provider to provide and oversee various games and events at the City's 2015 "Butlerville Days" community celebration on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto 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. 2015-38, shall take effect immediately upon passage.

PASSED AND APPROVED this 9th day of June 2015.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: _____
Kory Solorio, Recorder

By _____
J. Scott Bracken, Mayor Pro Tempore

VOTING:

Kelvyn H. Cullimore, Jr.	Absent
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 9th day of June 2015.

RECORDED this __ day of June 2015.

Amendment to “Custom Events” Event Proposal

THIS AMENDMENT (this “*Amendment*”) is entered into effective 28 May 2015 between **CUSTOM EVENTS, INC.**, a Utah corporation (“*Provider*”), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality (“*City*”), and shall be deemed to amend the “Event Proposal” (the “*Agreement*”) that is attached to this Amendment.

Section 1. **Background.** City has scheduled its annual “Butlerville Days” community event (the “*Event*”) for 23-24 July 2015 on the public property surrounding the Cottonwood Heights Recreation Center near 2700 East 7500 South in the City (the “*Event Site*”). As part of the Event, City desires to provide recreational opportunities to Event participants in the form of rides, games, face-painting and other activities. Provider is in the business of providing such services, and has proposed to provide (as specified in the Agreement) all necessary or advisable equipment, facilities, supervision, etc. for such activities in connection with the Event (collectively, the “*Event Services*”).

Section 2. **Amendments.** By their signatures below, the parties mutually accept and enter into the Agreement, subject to the following modifications:

(a) **Insurance.** Provider shall maintain in full force and effect a broad form comprehensive workmen’s compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Event Services (i.e.–whether equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of One Million Dollars (\$1,000,000.00) combined single limit. Provider shall cause City and its officers, employees and other designees to be named as additional insureds under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry.

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

(c) **Sales; Payment; Records.** The Agreement authorizes Provider to sell ride tickets, wristbands and other goods and services for or at the Event, and requires Provider to remit to City 15% of all monies received by Provider from such sales (“*Sales*”). Within three business days after the Event, Provider shall (a) meet with City’s representative to discuss the results of Sales, cash received for each category of items offered by Provider, etc., and (b) remit to City its 15% portion of such Sales. Provider shall maintain accurate books and records concerning all Sales at the Event, and shall safeguard such records and make them available for City’s inspection promptly upon City’s request at any time during the six month period after the Event.

Section 3. **No Other Modifications.** Except as specifically amended and modified by

this Amendment, the Agreement shall be deemed unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

PROVIDER:

CUSTOM EVENTS, INC., a Utah corporation

By: _____
Jeffrey Mace, President

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By: _____
Kory Solorio, Recorder

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