



2013-14  
MONTHLY  
FINANCIAL REPORT

AS OF  
April 30, 2014

May 27, 2014  
Cottonwood Heights

The Honorable Mayor and Members of the City Council:

The monthly financial report for the 2013-2014 year, month ending April 30, 2014 is presented for your review and comment.

**General Fund – Revenue**

Real Property Taxes – Annual property tax collections have been completed through the end of December, 2013. As additional reconciliations and delinquent taxes are collected in 2014 they will be added.

Sales Tax Collections – Collections for the city occur two months behind the merchant's collection. Our collections are up five percent year over year, currently more than \$177,000 than prior year collections to date. We have estimated that the final collections should be approximately \$5,170,000, a 3.17% increase over the prior fiscal year.

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

Fee-In-Lieu of Property Taxes – Current collections made in 2014 will be deferred into fiscal 2015.

Franchise Taxes (Cable TV) – This revenue source reports and pays on a quarterly basis and this revenue continues to average increases of four percent year over year. This year's estimate is that we will collect slightly more than \$300,000 through June30, 2014.

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

Licenses and Permits –Business Licensing' activity is on target. Building permits have exceeded current year budgets. Road Cuts revenues are billed monthly along with over the counter payments. Animal licensing collections are entering their sixth year.

Intergovernmental Revenues – Class C road funds are paid bi-monthly and are now ahead of last year and may exceed the original adopted budget by \$100,000. Liquor Funds are distributed once a year in December. Other Federal Grants (CDBG) are reimbursed to the City as expenses are submitted for funding.

Charges for Service – Zoning revenues have exceeded expectation for the year. This includes the first year of a change in billings for annual inspections of short term rentals as part of their annual business licensing coming at the beginning of the fiscal year.

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

Miscellaneous/Interest – The interest earnings on our PTIF account with the State Treasurer is split among General Fund and Capital Projects Fund and other designated fund balances. Total earnings in all funds in the PTIF for the fiscal year are \$37,985 and are mostly credited to Capital Projects Fund balance.

### **General Fund – Expenditures**

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

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

Highways & Public Improvements – Public Works expenditures are within budget. Impact Fee Programs include both Storm Water and Transportation fee projects, which have been transferred to Capital Projects Fund. The Class C Road program budget is primarily for street lighting, water and the Salt Lake County Public Works roads contract.

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

Debt Service - The City has a capital lease for leased public safety vehicles. Interest on this debt is accrued to the fiscal year in which it was earned. On June 30, 2014 additional interest for the current fiscal year will be added.

### **General Fund - Other Financing Sources and Uses**

Unrestricted General Fund Balance Appropriated – This budgeted balance has been budgeted at \$903,678 from fiscal year 2013 fund balance.

Appropriated Beg Balances – Class C Road funds' carried forward from the prior year is \$68,799.

Transfers - Transfers to the Capital Projects fund are budgeted and primarily expended at year-end when available funds are known. The budgeted transfer to Capital Projects is now budgeted at \$694,860.

### **General Fund – Fund Balance**

Fund Balance - The Beginning Balance of Unrestricted and Unassigned funds for fiscal year 2014 is \$1,685,932. In addition, the Unrestricted Assigned General Fund Balance will be a 6.0 percent reserve to \$899,412. Of the Unrestricted and Unassigned General Funds

\$903,678 has been appropriated. The balance of Unrestricted and Unassigned General Funds is estimated at \$782,254.

### **Capital Projects – Revenue**

Revenue - The City has received a large Utah legislative grant for Capital Projects. Interest calculations are based on the PTIF earnings rate at the State of Utah Treasurer’s Pool account for the City.

### **Capital Projects - Expenditures**

General Government –This budget includes \$8,752,639 for projects and engineering. Various projects are itemized as line items in this report.

### **Capital Projects – Other Financing Sources / Uses**

Transfers from General Fund – The budgeted transfer of \$694,860 from the General Fund will be made when annual revenues and expenditures are known and available funds are known, as well as the Class C road fund balance of \$68,799 and actual impact fee revenues.

Impact Fees - Impact fee collections are collected with building permits. This includes both storm water and transportation impact fees. This revenue was transferred to Capital Projects Fund this year.

Beginning Fund Balances – The current amount of \$4,442,279 represents the prior year’s ending fund balance appropriated. All prior budgeted capital projects funding that was unspent in fiscal year 2013 will be reviewed and re-appropriated through budget amendments in 2014 along with any additional unspent funds from completed projects. Restricted Storm Drain Impact Fee Funds are \$9,169.

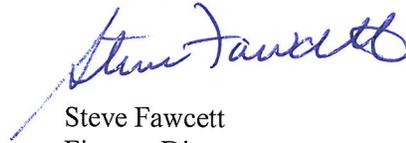
### **Employee Benefits Fund – an Internal Service Fund**

The purpose of this fund is to pay as you go with regards to employee’s accrued benefits. This report shows the total balance in the PTO liability account and any uses during the reporting period. The year-end calculated amount of the potential future liability for lump sum payouts has been funded. By doing so the City should never find itself with an unexpected or unfunded employee benefit liability. This was funded \$65,054 in FY 2013 based on actual accrued employee PTO (Personal Time Off) and is budgeted to receive an additional \$104,371 funding at year-end, but this annual amount may be reduced in the future when additional actual needs are reassessed. Current funded liability balance is \$316,031.

**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"*

COTTONWOOD HEIGHTS  
11 - GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING APRIL 30, 2014

REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>TAXES</b>							
REAL PROPERTY TAXES	\$ 6,620,048	\$ 6,620,048	\$ 31,844	\$ 6,622,762	\$ -	\$ 2,714	100%
GENERAL SALES AND USE TAXES	4,900,000	5,170,000	378,565	3,434,887	-	(1,735,113)	66%
E911 EMERGENCY TELEPHONE FEES	320,000	320,000	22,963	181,176	-	(138,824)	57%
FEE-IN-LIEU OF PROPERTY TAXES	395,000	390,000	-	390,535	-	535	100%
FRANCHISE TAXES - CABLE TV	295,000	295,000	-	153,256	-	(141,744)	52%
INNKEEPER TAX	20,000	25,000	1,775	18,306	-	(6,694)	73%
<b>TOTAL TAXES</b>	<b>12,550,048</b>	<b>12,820,048</b>	<b>435,147</b>	<b>10,800,923</b>	<b>-</b>	<b>(2,019,125)</b>	<b>84%</b>
<b>LICENSES AND PERMITS</b>							
BUSINESS LICENSES AND PERMITS	220,000	220,000	7,087	204,262	-	(15,738)	93%
BUILDINGS, STRUCTURES AND EQUIPMENT	319,500	444,500	33,897	412,938	-	(31,562)	93%
ROAD CUT FEES	30,000	30,000	9,525	22,137	-	(7,863)	74%
ANIMAL LICENSES	10,000	10,000	1,637	10,376	-	376	104%
<b>TOTAL LICENSES AND PERMITS</b>	<b>579,500</b>	<b>704,500</b>	<b>52,145</b>	<b>649,713</b>	<b>-</b>	<b>(54,787)</b>	<b>92%</b>
<b>INTERGOVERNMENTAL REVENUE</b>							
FEDERAL GRANTS	131,780	68,875	-	-	-	(68,875)	0%
JUSTICE ASSISTANCE GRANT	-	8,203	-	8,203	-	-	0%
BVP - Bullet Proof Vest Program	-	7,347	-	7,347	-	-	0%
CRIME VICTIM ASSISTANCE GRANT	22,275	22,275	5,249	17,250	-	(5,025)	77%
HOMELAND SECURITY GRANTS	-	9,042	-	9,042	-	-	0%
STATE CLICK IT TICKET	-	3,187	-	3,187	-	-	0%
JUV ALC ENF - EZ GRANT	-	1,409	-	1,409	-	-	0%
HIGHWAY SAFETY DUI OT GRANT	-	18,290	-	18,290	-	-	0%
CLASS C ROADS	1,000,000	1,090,000	501	877,151	-	(212,849)	80%
LIQUOR FUND ALLOTMENT	43,500	43,500	-	46,582	-	3,082	107%
LOCAL GRANTS	-	12,844	-	12,844	-	-	100%
MISC LOCAL GRANTS	-	3,134	3,100	6,234	-	-	100%
ULGT GRANT	-	-	-	37,789	-	37,789	0%
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>1,197,555</b>	<b>1,288,105</b>	<b>8,849</b>	<b>1,045,327</b>	<b>-</b>	<b>(245,878)</b>	<b>81%</b>
<b>CHARGES FOR SERVICE</b>							
ZONING AND SUB-DIVISION FEES	60,000	71,000	2,325	70,212	-	(788)	99%
SALE OF MAPS AND PUBLICATIONS	-	-	-	15	-	-	0%
VARIOUS OTHER FEES	5,500	5,500	-	2,700	-	(2,800)	49%
<b>TOTAL CHARGES FOR SERVICE</b>	<b>65,500</b>	<b>76,500</b>	<b>2,325</b>	<b>72,927</b>	<b>-</b>	<b>(3,588)</b>	<b>95%</b>
<b>FINES AND FORFEITURES</b>							
COURTS FINES	530,000	530,000	19	399,843	-	(130,157)	75%
FORFEITURES	-	-	-	-	-	-	0%
<b>TOTAL FINES AND FORFEITURES</b>	<b>530,000</b>	<b>530,000</b>	<b>19</b>	<b>399,843</b>	<b>-</b>	<b>(130,157)</b>	<b>75%</b>
<b>MISCELLANEOUS REVENUE</b>							
INTEREST REVENUES	20,000	20,000	1,508	(5,048)	-	(25,048)	-25%
MISCELLANEOUS REVENUES	25,053	26,172	55	13,513	-	(12,659)	52%
POLICE RECORDS REVENUES	10,900	10,900	955	13,764	-	2,864	126%
EVENT REVENUES	-	16,739	-	17,448	-	709	104%
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>55,953</b>	<b>73,811</b>	<b>2,517</b>	<b>39,677</b>	<b>-</b>	<b>(34,134)</b>	<b>54%</b>
<b>TOTAL REVENUES</b>	<b>\$ 14,978,556</b>	<b>\$ 15,492,964</b>	<b>\$ 501,002</b>	<b>\$ 13,008,409</b>	<b>\$ -</b>	<b>\$ (2,484,555)</b>	<b>84%</b>

COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING APRIL 30, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>EXPENDITURES</b>							
<b>GENERAL GOVERNMENT</b>							
<b>LEGISLATIVE</b>							
MAYOR & CITY COUNCIL	\$ 647,305	\$ 584,400	\$ 22,698	\$ 496,772	\$ -	\$ 87,628	85%
PLANNING COMMISSION	6,000	6,000	146	2,188	-	3,812	36%
LEGISLATIVE COMMITTEES & SPECIAL BODIES	127,500	162,080	7,905	120,433	-	41,646	74%
<b>TOTAL LEGISLATIVE</b>	780,805	752,480	30,748	619,394	-	133,086	82%
<b>JUDICIAL</b>							
COURTS & CITY PROSECUTOR & DEFENDER	370,000	370,000	-	261,405	-	108,595	71%
<b>TOTAL JUDICIAL</b>	370,000	370,000	-	261,405	-	108,595	71%
<b>EXECUTIVE AND CENTRAL STAFF</b>							
CITY MANAGER & GENERAL GOVERNMENT	660,899	660,899	49,774	555,557	-	105,342	84%
CITY MANAGER - EMERGENCY MANAGEMENT	30,600	21,928	857	2,398	-	19,529	11%
INFORMATION TECHNOLOGY	134,600	134,600	5,670	69,906	7,050	57,644	52%
<b>TOTAL EXECUTIVE &amp; CENTRAL STAFF</b>	826,099	817,427	56,301	627,862	7,050	182,515	77%
<b>ADMINISTRATIVE AGENCIES</b>							
FINANCE	326,017	326,017	23,406	265,398	-	60,619	81%
ATTORNEY	229,182	229,182	19,091	157,037	-	72,145	69%
ADMINISTRATIVE SERVICES/RECORDER	420,770	420,770	29,276	333,649	-	87,121	79%
ELECTIONS	77,000	77,000	-	47,129	-	29,871	0%
<b>TOTAL ADMINISTRATIVE AGENCIES</b>	1,052,969	1,052,969	71,772	803,214	-	249,755	76%
<b>TOTAL GENERAL GOVERNMENT</b>	3,029,873	2,992,875	156,822	2,311,875	7,050	673,950	77%
<b>PUBLIC SAFETY</b>							
POLICE	5,092,745	5,151,573	336,967	4,246,445	20,299	884,829	82%
FIRE	3,369,817	3,369,817	(137,642)	3,208,407	-	161,410	95%
ORDINANCE ENFORCEMENT	155,511	155,511	10,331	123,751	-	31,760	80%
<b>TOTAL PUBLIC SAFETY</b>	8,618,073	8,676,901	209,655	7,578,603	20,299	1,077,999	87%
<b>HIGHWAYS AND PUBLIC IMPROVEMENTS</b>							
PUBLIC WORKS (NON-CLASS C)	1,100,767	1,481,951	78,652	841,261	1,940	638,749	57%
IMPACT FEE PROGRAM	-	-	-	-	-	-	0%
CLASS C ROAD PROGRAM	1,000,000	1,090,000	169,548	1,050,552	-	39,448	96%
<b>TOTAL HIGHWAYS AND PUBLIC IMPROVEMENT</b>	2,100,767	2,571,951	248,200	1,891,814	1,940	678,197	74%
<b>COMMUNITY AND ECONOMIC DEVELOPMENT</b>							
COMMUNITY AND ECONOMIC DEVELOPMENT	47,000	53,000	-	8,550	-	44,450	16%
PLANNING	420,920	437,426	28,821	353,079	-	84,347	81%
ENGINEERING	435,000	535,000	40,615	389,076	-	145,924	73%
<b>TOTAL COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>	902,920	1,025,426	69,436	750,705	-	274,722	73%

COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING APRIL 30, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>DEBT SERVICE</b>							
INTEREST AND PRINCIPAL	326,923	326,923	-	308,576	-	18,347	94%
<b>TOTAL DEBT SERVICE</b>	326,923	326,923	-	308,576	-	18,347	94%
<b>TOTAL EXPENDITURES</b>	<u>\$ 14,978,556</u>	<u>\$ 15,594,076</u>	<u>\$ 686,113</u>	<u>\$ 12,841,572</u>	<u>\$ 29,289</u>	<u>\$ 2,723,215</u>	<u>82%</u>
<b>EXCESS (DEFIC) OF REVENUES OVER EXPENDITURES</b>	\$ -	\$ (101,112)	\$ (185,111)	\$ 166,837	\$ (29,289)	\$ 238,661	
<b>OTHER FINANCING SOURCES</b>							
UNRESTRICTED GENERAL FUND BEG BAL APPROPRIATED	850,000	903,678	-	903,678	-	-	100%
RESTRICTED CLASS C ROADS BEG BAL (estimated)	-	68,799	-	68,799	-	0	0%
IMPACT FEES - CURRENT YEAR COLLECTIONS	45,000	-	-	-	-	-	#DIV/0!
<b>TOTAL OTHER FINANCING SOURCES</b>	<u>895,000</u>	<u>972,477</u>	<u>-</u>	<u>972,477</u>	<u>-</u>	<u>0</u>	<u>100%</u>
<b>Subtotal Available Revenues &amp; Sources</b>	895,000	871,365	(185,111)	1,139,314	(29,289)	238,661	131%
TRANSFER TO CAPITAL IMPROVEMENT FUND - Class C Roads	-	68,799	-	-	-	(68,799)	0%
TRANSFER TO CAPITAL IMPROVEMENT FUND	895,000	694,860	-	-	-	(694,860)	0%
<b>TOTAL OTHER FINANCING USES</b>	<u>895,000</u>	<u>763,659</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(763,659)</u>	<u>0%</u>
CURRENT CHANGE IN FUND BALANCE	0	107,706	(185,111)	1,139,314	(29,289)	1,002,320	
UNRESTRICTED GENERAL FUND BALANCE - unappropriated (est.)	-	-	-	-	-	-	0%
UNRESTRICTED ASSIGNED GENERAL FUND 6%	871,757	899,412	-	899,412	-	-	0%
<b>FUND BALANCE - "EXPECTED"</b>	<u>\$ 871,757</u>	<u>\$ 1,007,118</u>	<u>\$ (185,111)</u>	<u>\$ 2,038,726</u>	<u>\$ (29,289)</u>	<u>\$ 1,002,320</u>	<u>202%</u>
<b>Fund Balance Expected:</b>							
Unrestricted Assigned General Fund 6 %	\$ 871,757	\$ 899,412	\$ (185,111)	\$ 899,412	\$ (29,289)	\$ 1,002,320	100%
Unrestricted Unassigned General Fund (Current Estimate)	0	782,254	\$ (185,111)	\$ 1,139,315	\$ (29,289)	\$ 1,002,320	

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, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>REVENUES</b>							
STATE GOVERNMENT GRANTS	\$ -	\$ 3,050,000	\$ -	\$ 3,050,000	\$ -	\$ -	0%
LOCAL GRANT REVENUE	-	315,000	-	-	-	(315,000)	0%
INTEREST REVENUES	35,000	35,000	2,409	26,055	-	(8,945)	74%
<b>TOTAL REVENUES</b>	<b>35,000</b>	<b>3,400,000</b>	<b>2,409</b>	<b>3,076,055</b>	<b>-</b>	<b>(323,945)</b>	<b>90%</b>
<b>EXPEDITURES</b>							
PAVEMENT MANAGEMENT	434,000	347,659	-	-	-	347,659	0%
ADA RAMPS	65,000	65,000	-	13,219	-	51,781	20%
INTERSECTION IMPROVEMENTS	-	50,000	-	53,246	-	(3,246)	-100%
TRAFFIC CALMING	54,000	54,000	-	9,945	-	44,055	18%
STORM DRAIN IMPROVEMENTS	25,000	34,169	-	-	-	34,169	0%
CROSS GUTTER REPLACEMENT	42,000	42,000	-	-	-	42,000	0%
BIG COTTONWOOD CANYON TRAIL	196,000	216,000	-	240,355	-	(24,355)	111%
SIDEWALK REPLACEMENT	50,000	50,000	1,000	34,735	-	15,265	69%
CITY CENTER AND PARKS	1,781,767	1,976,630	-	4,931	-	1,971,699	0%
PUBLIC WORKS SITE	877,605	1,400,000	-	20,067	-	1,400,000	0%
BENGAL BLVD	-	1,351,470	-	-	-	1,331,403	1%
SAFE SIDEWALKS	-	5,000	-	-	-	5,000	0%
MOUNTVIEW PARK	-	5,607	26,593	32,200	-	(26,593)	-100%
CIP - SUSTAINABILITY PLAN	-	50,000	-	-	-	50,000	0%
HAZARD MITIGATION	-	75,000	-	75,000	-	-	100%
1700 E RECONSTRUCTION	-	175,531	-	4,515	-	171,016	3%
UNION PK LANDSCAPE/ACMgmt	135,400	939,598	-	845,261	-	94,338	90%
BUTLER MIDDLE AUDITORIUM	500,000	500,000	-	-	-	500,000	0%
FT UNION PARK & RIDE	-	925,000	-	13,993	-	911,008	2%
GOLDEN HILLS PARK	15,000	15,000	-	8,600	-	6,400	57%
TRAFFIC ADAPTIVE	139,050	139,050	-	12,250	-	126,800	9%
PIPPEN DR STORM DRAIN	184,000	184,000	-	-	-	184,000	0%
HIGHLAND DR ACCESS RAMP	-	20,000	-	-	-	20,000	0%
3000 EAST WALL CONSTRUCTION	-	-	330	330	-	(330)	-100%
MISCELLANEOUS SMALL PROJECTS	85,000	59,393	11,315	13,223	-	46,171	22%
CITY MUNICIPAL CENTER	-	-	295,055	293,055	-	(293,055)	-100%
NEIGHBORHOOD ISSUES MISC	-	-	-	-	-	-	0%
<b>TOTAL EXPEDITURES</b>	<b>4,583,822</b>	<b>8,680,107</b>	<b>334,293</b>	<b>1,674,924</b>	<b>-</b>	<b>7,005,183</b>	<b>19%</b>
<b>OTHER FINANCING SOURCES (USES)</b>							
TRANSFERS FROM GENERAL FUND	895,000	694,860	-	-	-	694,860	0%
TRANSFERS FROM GENERAL FUND - Class C	-	68,799	-	-	-	68,799	0%
RESTRICTED STORM DRAIN IMPACT FUND	-	9,169	-	9,169	-	0	100%
IMPACT FEES - CURRENT YEAR COLLECTIONS	-	45,000	3,503	114,525	-	(69,525)	0%
UNRESTRICTED ASSIGNED CIP FUND - appropriated	3,653,822	4,442,279	-	4,442,279	-	-	100%
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>4,548,822</b>	<b>5,260,107</b>	<b>3,503</b>	<b>4,565,973</b>	<b>-</b>	<b>694,134</b>	<b>87%</b>
<b>Fund Balance Expected:</b>							
<b>Unrestricted Assigned CIP Fund Bal (carried forward projects)</b>	<b>\$ -</b>	<b>\$ (20,000)</b>	<b>(328,382)</b>	<b>5,967,104</b>	<b>\$ -</b>	<b>5,987,104</b>	<b>0%</b>

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

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>OPERATING REVENUES</b>							
CHARGES FOR EMPLOYEE BENEFITS	\$ 104,371	\$ 104,371	\$ -	\$ -	\$ -	\$ (104,371)	0%
	104,371	104,371	-	-	-	(104,371)	0%
<b>OPERATING EXPENSES</b>							
EMPLOYEE BENEFIT ACCRUALS	105,271	105,271	-	-	-	105,271	0%
	105,271	105,271	-	-	-	105,271	0%
<b>OPERATING INCOME (LOSS)</b>	(900)	(900)	-	-	-	900	0%
<b>NON-OPERATING REVENUES</b>							
INTEREST REVENUES	900	900	130	1,339	-	439	149%
<b>NON-OPERATING INCOME (LOSS)</b>	900	900	130	1,339	-	439	
Change in Net Position	\$ -	\$ -	\$ 130	\$ 1,339	\$ -	\$ 1,339	0%

NOTE: Balance of Liability Account

**NET ACCUMULATED LIABILITY - BEGINNING OF FY**  
ACCRUED FUTURE LIABILITY ADDED FY2014  
**NET ACCUMULATED LIABILITY - ENDING OF FY**

\$ 316,031  
105,271  
\$ 421,302

\*\*Calculations & Accruals made at year-end.

Activity Code Summary  
As of  
April 30 2014

Activity Number	Activity Name	Adopted Fiscal Year Budget	Changes to Fiscal Year Budget	Modified Fiscal Year Budget	YTD Expenses	YTD Reimbursements or Revenue	Remaining Budget
401	Activity-Neighborhood Watch	500.00	-500.00	0.00	0.00	0.00	0.00
700	Events-Misc. City	4,750.00	-3,667.91 2	1,082.09	1,082.09	0.00	0.00
702	Events-Meet the Candidates (YCC Sponsor)	500.00	-339.40	160.60	160.60	0.00	0.00
703	Events-Halloween Event	750.00	-220.23	529.77	529.77	0.00	0.00
704	Events-Emergency Fair	5,000.00	-5,000.00 2	0.00	0.00	0.00	0.00
733	Events-CWHPRSA Hosting/Sponsor Contract	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
718	Events-CWHPRC Adult Tennis Classic Sponsorship	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00
719	Events-CWHPRC Movie in the Park Sponsorship	3,000.00	0.00	3,000.00	3,000.00	0.00	0.00
721	Events-CWHPRC Turkey Day Run Sponsorship	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
710	Events-Youth City Council	5,000.00	598.73 2	5,598.73	5,598.73	-915.00 RV	0.00
713	Events-Bark in the Park/Pooch Plunge	4,000.00	-3,991.03	8.97	8.97	0.00	0.00
716	Events-Easter Egg Hunt	5,500.00	112.48	5,612.48	5,612.48	0.00	0.00
724	Events-Butlerville Days and Float	52,000.00	-8,317.89	43,682.11	60,306.44	-22,864.77 RB	6,240.44
724	Events-Butlerville Days Taxable Sales	0.00	0.00	0.00	0.00	-708.72 RV	NA
725	Events-History Committee	2,500.00	1,516.20	4,016.20	975.74	0.00	3,040.46
734	Events-History Markers along Big Cottonwood Trail	8,000.00	6,509.08 1	14,509.08	14,509.08	0.00	0.00
726	Events-Biking Committee	500.00	-500.00 2	0.00	0.00	0.00	0.00
727	Events-Arts Council Play	10,000.00	5,965.68	15,965.68	15,965.68	0.00 RB	0.00
732	Events-Arts Council Play-carryover from FY2013	0.00	11,957.00 1	11,957.00	198.35	0.00	11,758.65
727	Events-Arts Council Play Reimbursements/Ticket Sales	0.00	6,579.03 3	6,579.03	0.00	-13,659.48 RV	6,579.03
727	Events-Arts Council Play Taxable Sales	0.00	2,429.48 3	2,429.48	2,429.48	-2,429.48 RV	0.00
732	Events-Arts Council Non Play Activities	0.00	13,887.27 3	13,887.27	5,003.08	800.00 RV	8,884.19
213	Events-Sorenson Literary grant (carryover)	0.00	0.00	0.00	0.00	0.00 RV	0.00
204	Grants-2012-13 ZAP Grant-Arts Council	0.00	6,245.00 1	6,245.00	6,245.00	0.00 RV	0.00
728	Events-Night Out Against Crime	0.00	0.00	0.00	0.00	0.00	0.00
729	Events-City Awards and Recognition	0.00	0.00	0.00	0.00	0.00	0.00
730	Events-Volunteer Recognition	4,000.00	1,316.17	5,316.17	5,316.17	0.00	0.00
731	Events-City Banner Program	5,000.00	0.00	5,000.00	1,908.31	0.00	3,091.69
735	Activity-Golden Hills Park Site/Development Plan	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>		<b>127,500.00</b>	<b>34,579.66</b>	<b>162,079.66</b>	<b>145,349.97</b>	<b>-39,777.45</b>	<b>39,594.46</b>

1 Budget Amendment-FY2013 carryover

2 Budget Amendment-Other

3 Budget Amendment-FY2014 budget earned revenue

**Capital Projects**

See report on Capital Projects fund 45



# COTTONWOOD HEIGHTS



**APRIL 2014 FIRE REPORT**



# April Monthly Call Volume

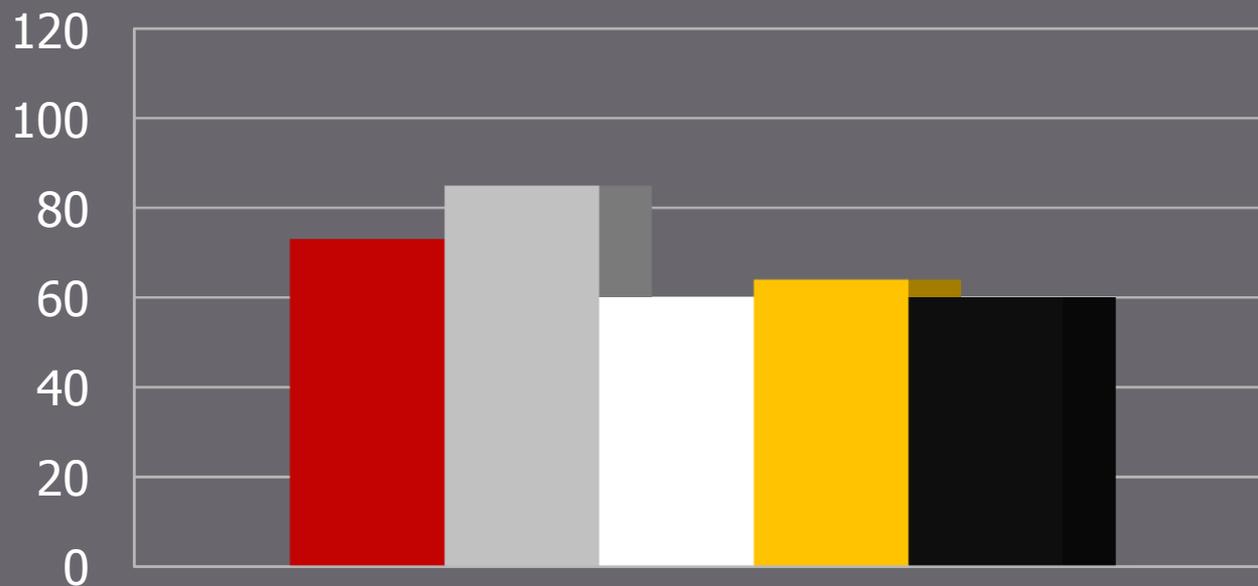
	UFA Fire Station	Staffing	Fire	Medical	Grand Total
1	Station 101, West Millcreek 790 East 3900 South	7*	33	251	284
2	Station 110, Cottonwood Heights 1790 South Ft. Union Blvd.	5	45	198	243
3	Station 118, Taylorsville 5317 South 2700 West	4	48	189	237
4	Station 117, Taylorsville 4545 South Redwood Road	5	25	158	186
5	Station 126, Midvale 607 East 7200 South	5	39	143	182
6	Station 109, Kearns 4444 West 5400 South	5	25	136	161
7	Station 125, Midvale 7683 South Holden St.	5	35	120	155
8	Station 104, Holladay 4626 South Holladay Blvd.	5	33	110	143
9	Station 106, East Millcreek 1911 East 3300 South	5	32	99	131
10	Station 105, Draper 780 East 12300 South	3	35	91	126
11	Station 107, Kearns 6305 South 5600 West	4	10	101	111
12	Station 111, Magna 8215 West 3500 South	5	24	85	109
13	Station 114, Draper 14324 South 550 East	3	22	86	108
14	Station 102, Magna 8609 West 2700 South	4	24	75	99
15	Station 112, Olympus 3612 East Jupiter Drive	5	34	63	97
16	Station 124, East Riverton 12662 S. 1300 W.	4	16	77	93
17	Station 121, Riverton 4146 West 12600 South	5	21	60	81
18	Station 116, Cottonwood Heights 8303 South Wasatch Blvd.	4	15	46	61
19	Station 123, Herriman 4850 West Mt. Ogden Peak Dr.	5*	12	44	56
20	Station 103, Herriman 5916 West 13100 South	3	12	34	46
21	Station 122, Draper 14903 South Deer Ridge Road	3*	7	28	35
22	Station 120, Riverton 13000 South 2700 West	4*	10	24	34
23	Station 252, Eagle Moutnain 3785 East Pony Express Parkway	3*	18	16	34
24	Station 113, Little Cottonwood 9523 East Bypass Road	3	2	21	23
25	Station 115, Copperton 8495 West State Road 48	3	6	10	16
26	Station 119, Emigration 5025 East State Road 65	3	5	10	15
27	Station 251, Eagle Mountain 1680 East Heritage Drive	3*	8	7	15
28	Station 108, Big Cottonwood 7688 South State Road 190	3	4	8	12
	<b>Grand Total</b>		<b>600</b>	<b>2290</b>	<b>2890</b>

\*Part-time Firefighter



# Fire Calls

Average: 68.4

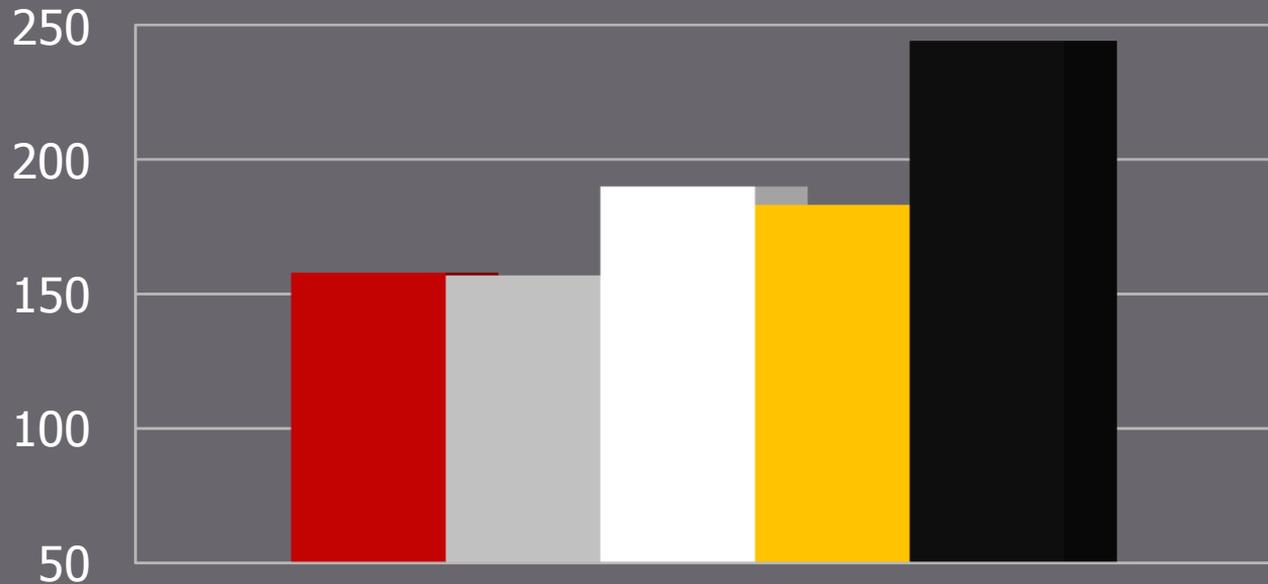


April 2010	73
April 2011	85
April 2012	60
April 2013	64
April 2014	60



# Medical Calls

Average: 186.4

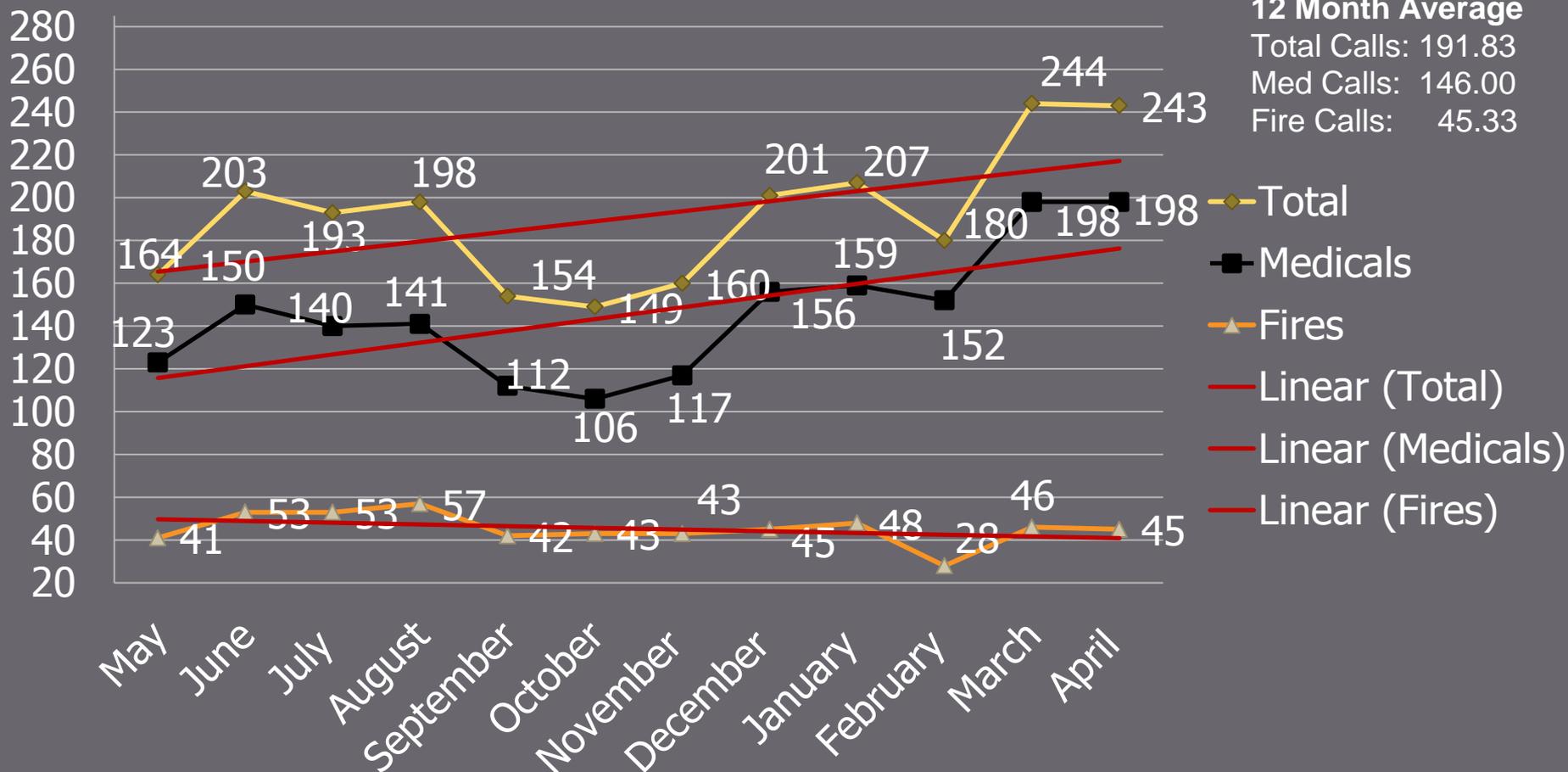


April 2010	158
April 2011	157
April 2012	190
April 2013	183
April 2014	244



# Station 110

## Calls By Month





# Station 116

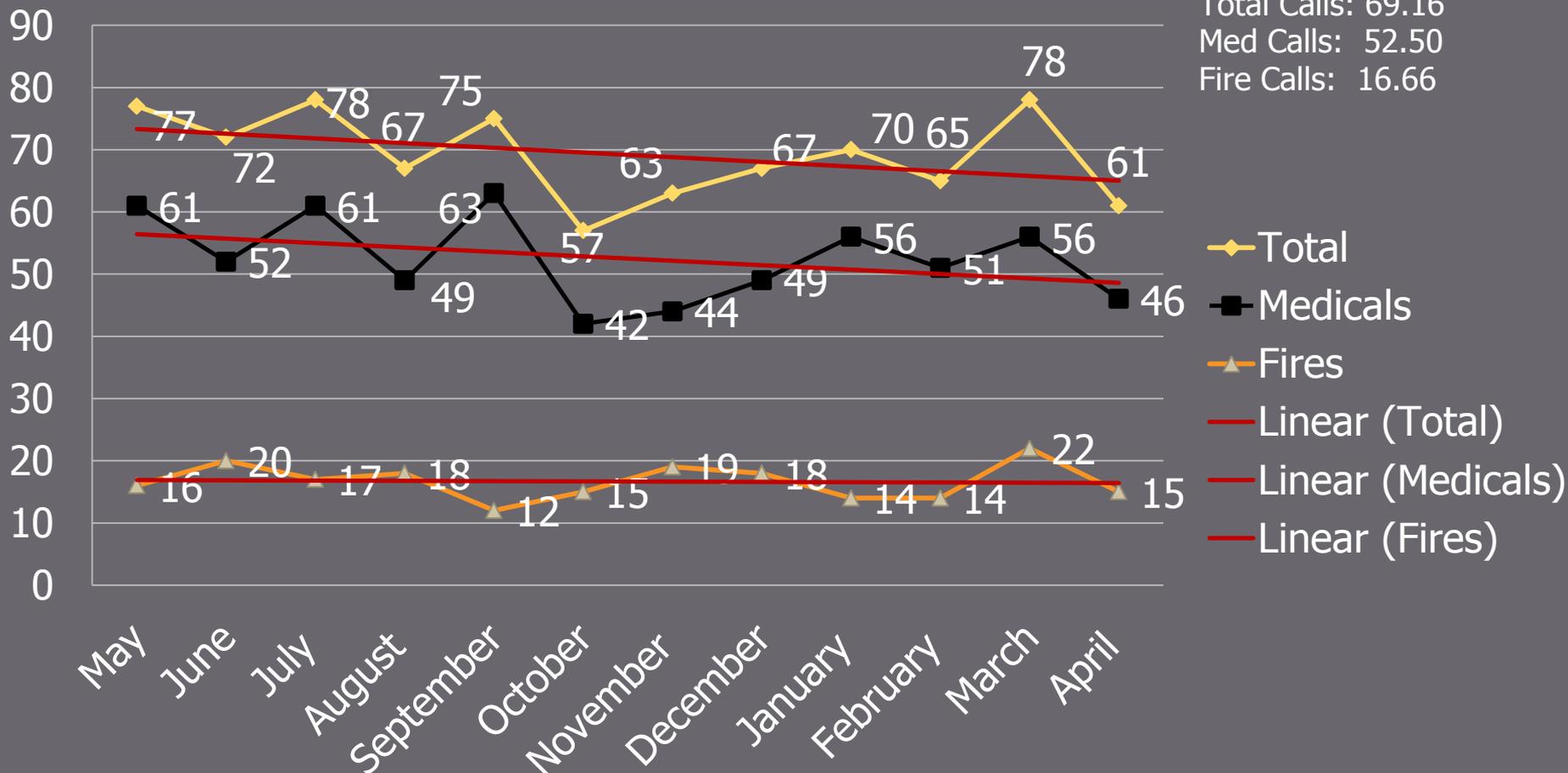
## Calls By Month

### 12 Month Average

Total Calls: 69.16

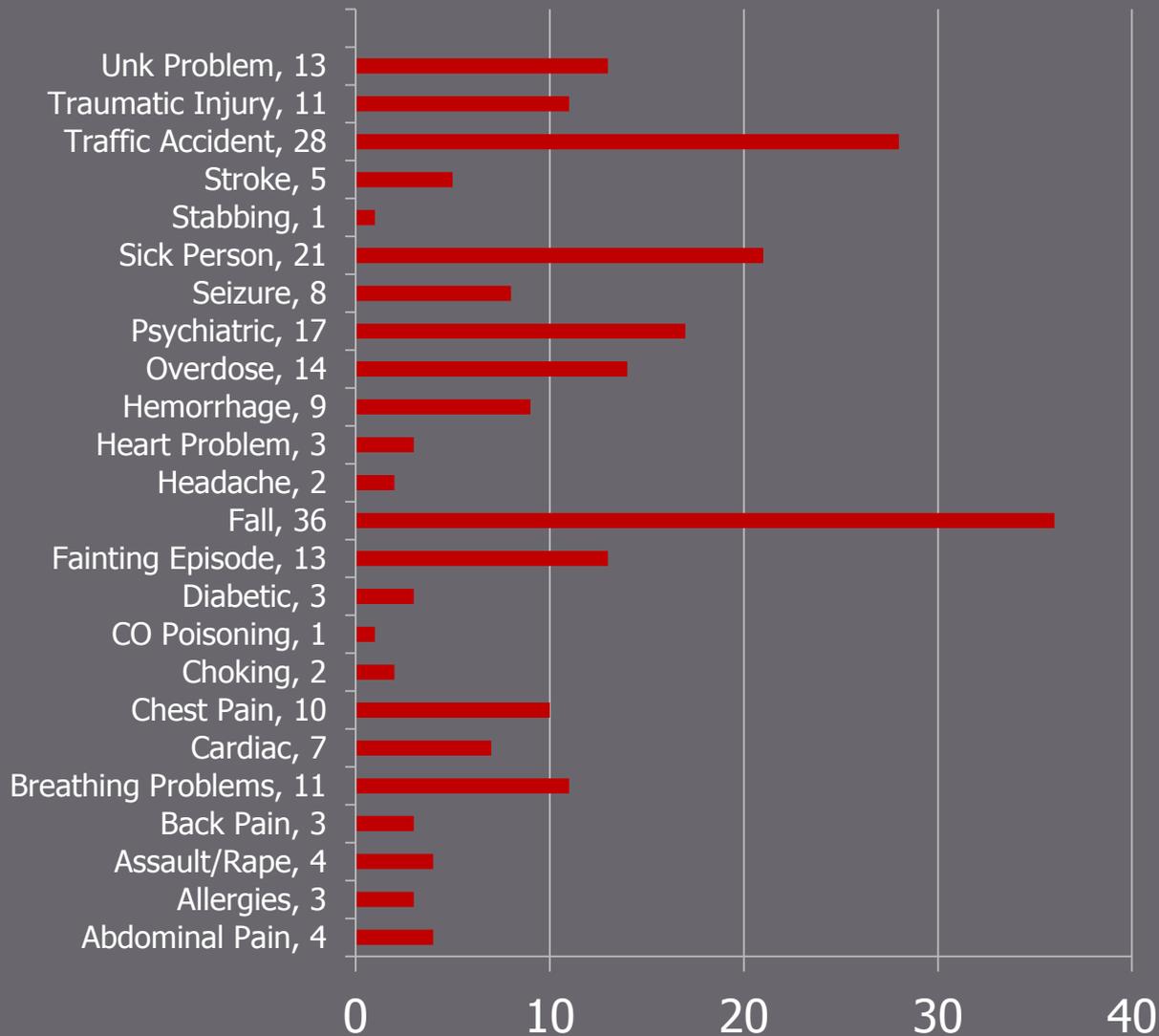
Med Calls: 52.50

Fire Calls: 16.66



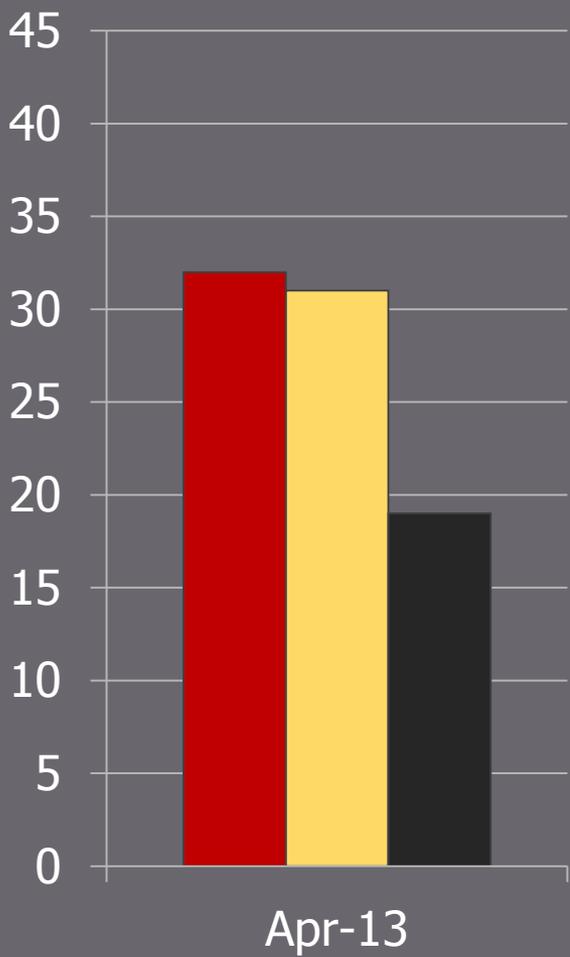


# April Medical Calls

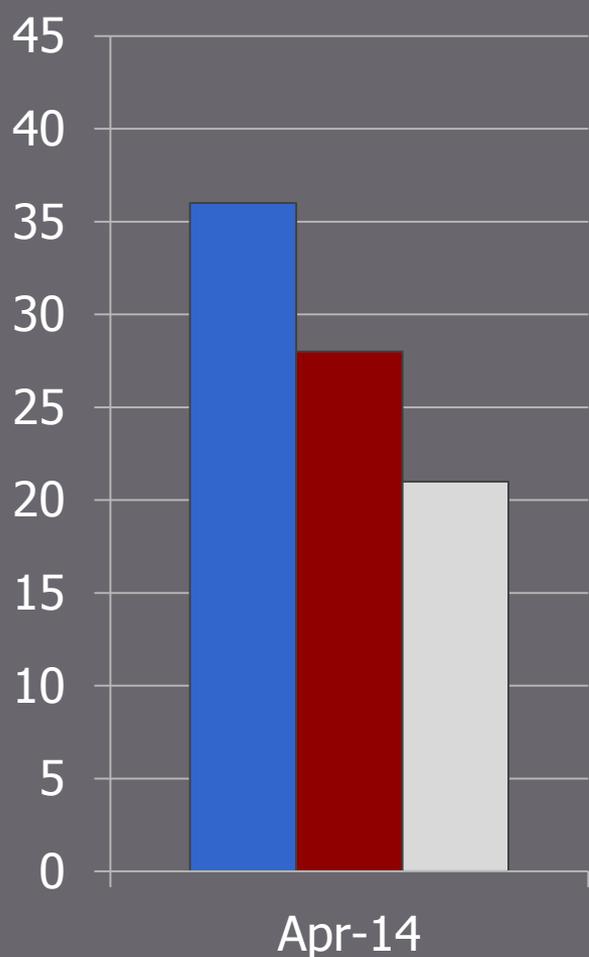




# Medical Call Comparison



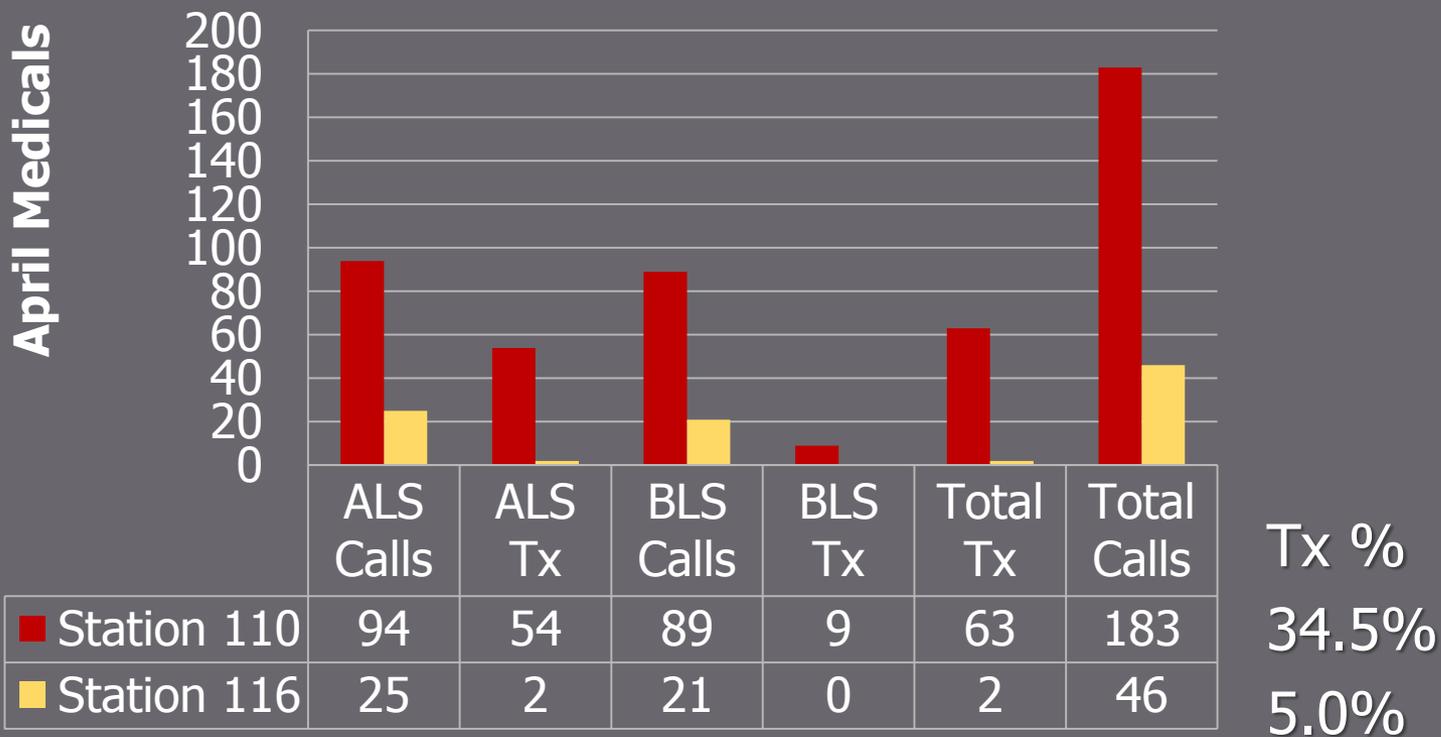
- Falls
- Traffic Accidents
- Sick Person



- Fall
- Traffic Accident
- Sick Person



# Ambulance Transports





# Station 110 Ambulance Transports

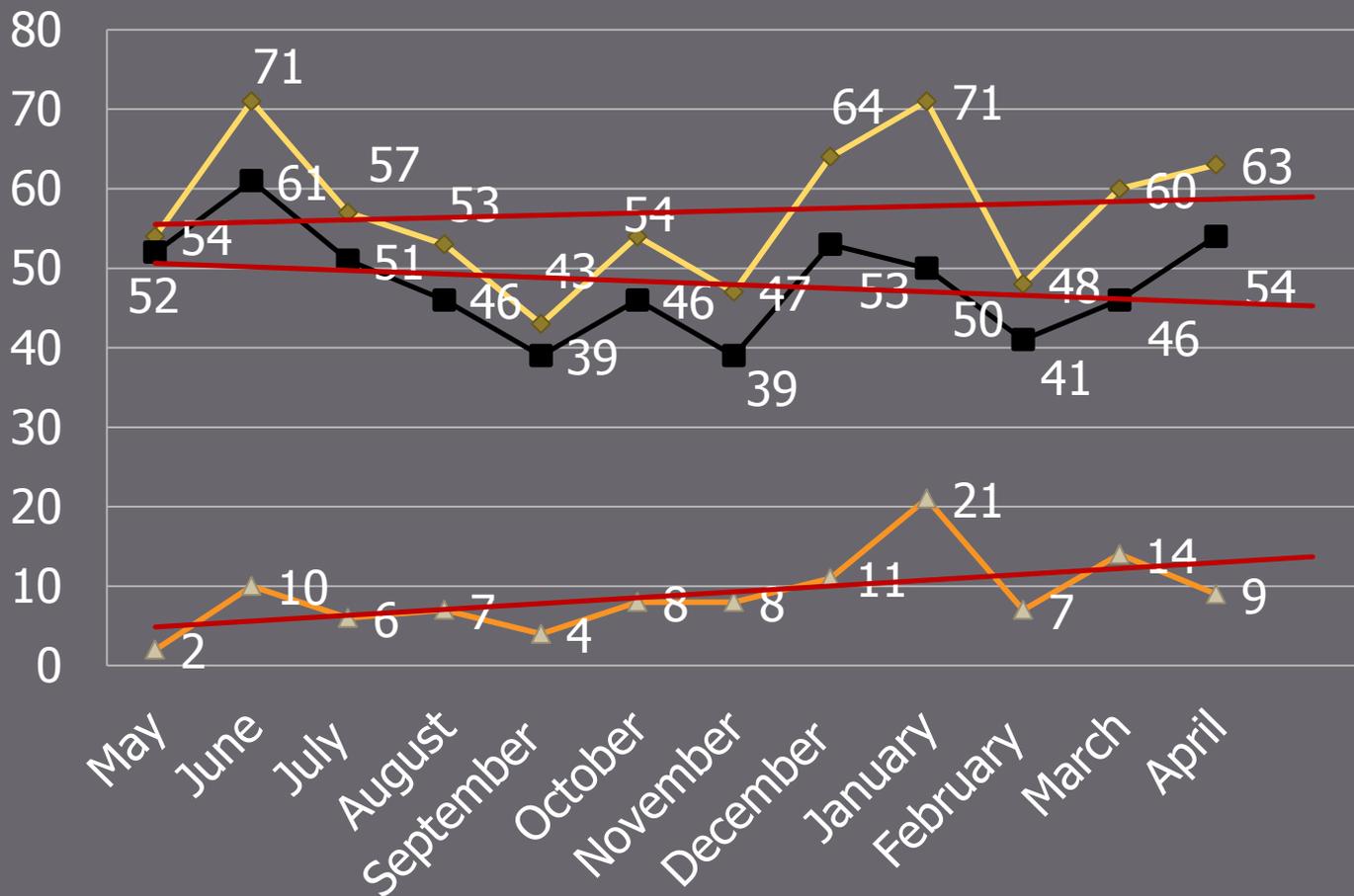
## Calls By Month

### 12 Month Average

Total Tx: 57.08

ALS Tx: 44.16

BLS Tx: 8.91



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



# Station 116 Ambulance Transports

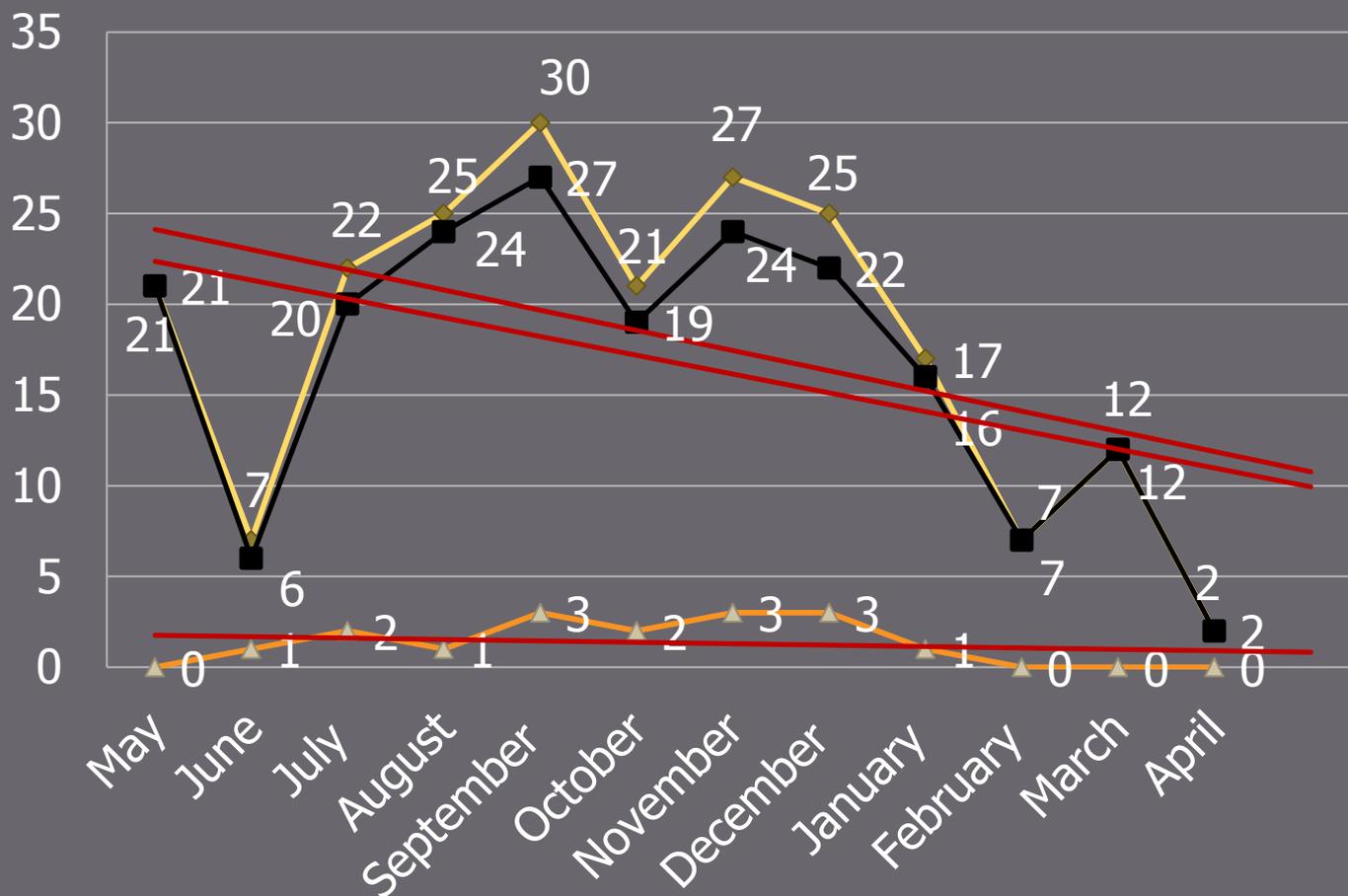
## Calls By Month

### 12 Month Average

Total Tx: 18.00

ALS Tx: 16.66

BLS Tx: 1.33



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



# Customer Service Station 110 and 116

## **Station 110**

One Scout troop of 8 toured the station and received a career talk  
One Talk and Demo for a Scout Troop of 13  
EMT Ride Along  
PALS Practice and Training  
Safety Training  
Rope/Knot Drill  
Ventilation Training  
Hazmat Refresher  
Flood Exercise

## **Station 116**

One Scout Troop on 6 toured the station  
Easter Egg Hunt Sound off / Meet & Greet for 500+ People  
PALS Practice and Training  
Ride Along  
Water Rescue Training  
Safety Training  
Hazmat Refresher  
Flood Exercise  
Wildland Training



# Safety Message

## Kick of 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 of 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](mailto:mwatson@ufa-slco.org)

**Unified Fire Authority**  
**3380 South 900 West**  
**Salt Lake City, UT 84119**  
**801-824-3705**  
[www.unifiedfire.org](http://www.unifiedfire.org)

# COTTONWOOD HEIGHTS

## ORDINANCE NO. 240-A

### AN ORDINANCE APPROVING A GENERAL PLAN AMENDMENT FOR MEDIUM DENSITY RESIDENTIAL, AND DENYING A GENERAL PLAN AMENDMENT FOR RESIDENTIAL OFFICE, FOR REALTY AT 8559-8595 SOUTH WASATCH BLVD.

**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

**WHEREAS**, the Act requires the municipality’s planning commission to prepare the general plan and submit it 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 general plan; and

**WHEREAS**, on 26 July 2005, following full compliance with the procedures for formulation, public hearing and recommendation specified in UTAH CODE ANN. §§10-9a-401 through -404, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) enacted its Ordinance No. 24 adopting a general plan (with all previous amendments, the “*Plan*”) for the City; and

**WHEREAS**, as authorized by statute, 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

**WHEREAS**, in response to an application by Christian and Shellee Neff (“*Applicant*”) to amend (the “*R-2 Amendment*”) the Land Use Element affecting certain realty located at approximately 8559-8595 South Wasatch Blvd. (the “*Property*”) in the City from Low Density Residential to Medium Density Residential, on 4 June 2014, following all required notices, a public hearing was held before the Planning Commission concerning the proposed R-2 Amendment, where citizens were given the opportunity to provide written or oral comment concerning the R-2 Amendment; and

**WHEREAS**, on 18 June 2014, the Planning Commission unanimously voted to recommend that the Council deny the R-2 Amendment, and thereafter recommended that the Council deny the R-2 Amendment; and

**WHEREAS**, the Council met in regular meeting on 22 July 2014 to consider, among other things, approving and adopting the R-2 Amendment; and

**WHEREAS**, at such public meeting, the Council voted to table the proposed R-2 Amendment and encouraged Applicant to work with City staff to determine whether another type of use of the Property would be appropriate; and

**WHEREAS**, on 3 December 2014, in response to a proposal to amend (the “*RO Amendment*”) the Land Use Element affecting the Property from Low Density Residential to Residential Office, a public hearing was held before the Planning Commission where citizens were given the opportunity to provide written or oral comment concerning the RO Amendment; and

**WHEREAS**, on 4 February 2015, the Planning Commission unanimously voted to recommend that the Council approve the RO Amendment, and thereafter recommended that the Council approve the RO Amendment; and

**WHEREAS**, on 14 April 2015, the Council solicited and received additional public comment concerning the R2 Amendment and the RO Amendment; 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 amend the Plan by adopting the R2 Amendment to the Land Use Element; by denying the RO Amendment to the Land Use Element; and by ratifying the Plan, as so amended by the R2 Amendment, as the City's general plan; and

**WHEREAS**, a photocopy of the R2 Amendment to the Land Use Element of the Plan proposed by the Application is attached as an exhibit to this ordinance and is incorporated herein by this reference;

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

Section 1. **Adoption of New Plan.** The Council hereby adopts the attached R2 Amendment to the Land Use Element; and hereby denies the RO Amendment to the Land Use Element; and hereby ratifies the Plan, as so amended by the R2 Amendment, as the City's general plan. From and after the effective date of this ordinance (this "*Ordinance*"), the Plan shall be deemed amended as specified by the R2 Amendment for all purposes.

Section 2. **Future Amendment of General Plan.** Pursuant to the authority granted in the Act, the Council shall have, and hereby expressly reserves, the right to hereafter further amend the Plan at any time or from time to time hereafter 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. 240-A, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's Recorder, or such later date as may be required by Utah statute.

**PASSED AND APPROVED** this 28<sup>th</sup> day of April 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

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

**ATTEST:**

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

**VOTING:**

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

**DEPOSITED** in the Recorder's office this 28<sup>th</sup> day of April 2015.

**POSTED** this \_\_\_ day of April 2015.

# COTTONWOOD HEIGHTS

## ORDINANCE NO. 240-D

### AN ORDINANCE DENYING A GENERAL PLAN AMENDMENT FOR MEDIUM DENSITY RESIDENTIAL, AND DENYING A GENERAL PLAN AMENDMENT FOR RESIDENTIAL OFFICE, FOR REALTY AT 8559-8595 SOUTH WASATCH BLVD.

**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

**WHEREAS**, the Act requires the municipality’s planning commission to prepare the general plan and submit it 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 general plan; and

**WHEREAS**, on 26 July 2005, following full compliance with the procedures for formulation, public hearing and recommendation specified in UTAH CODE ANN. §§10-9a-401 through -404, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) enacted its Ordinance No. 24 adopting a general plan (with all previous amendments, the “*Plan*”) for the City; and

**WHEREAS**, as authorized by statute, 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

**WHEREAS**, in response to an application by Christian and Shellee Neff (“*Applicant*”) to amend (the “*R-2 Amendment*”) the Land Use Element affecting certain realty located at approximately 8559-8595 South Wasatch Blvd. (the “*Property*”) in the City from Low Density Residential to Medium Density Residential, on 4 June 2014, following all required notices, a public hearing was held before the Planning Commission concerning the proposed R-2 Amendment, where citizens were given the opportunity to provide written or oral comment concerning the R-2 Amendment; and

**WHEREAS**, on 18 June 2014, the Planning Commission unanimously voted to recommend that the Council deny the R-2 Amendment, and thereafter recommended that the Council deny the R-2 Amendment; and

**WHEREAS**, the Council met in regular meeting on 22 July 2014 to consider, among other things, approving and adopting the R-2 Amendment; and

**WHEREAS**, at such public meeting, the Council voted to table the proposed R-2 Amendment and encouraged Applicant to work with City staff to determine whether another type of use of the Property would be appropriate; and

**WHEREAS**, on 3 December 2014, in response to a proposal to amend (the “*RO Amendment*”) the Land Use Element affecting the Property from Low Density Residential to Residential Office, a public hearing was held before the Planning Commission where citizens were given the opportunity to provide written or oral comment concerning the RO Amendment; and

**WHEREAS**, on 4 February 2015, the Planning Commission unanimously voted to recommend that the Council approve the RO Amendment, and thereafter recommended that the Council approve the RO Amendment; and

**WHEREAS**, on 14 April 2015, the Council solicited and received additional public comment concerning the R2 Amendment and the RO Amendment; 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 deny both the R2 Amendment and the RO Amendment to the Land Use Element due to, *inter alia*, the incompatibility of the land uses proposed by the R2 Amendment and the RO Amendment with surrounding land uses;

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

Section 1. **Denial of Amendments.** The Council hereby denies both the R2 Amendment and the RO Amendment to the Land Use Element.

Section 2. **Future Amendment of General Plan.** Pursuant to the authority granted in the Act, the Council shall have, and hereby expressly reserves, the right to hereafter further amend the Plan at any time or from time to time hereafter 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. 240-D, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's Recorder, or such later date as may be required by Utah statute.

**PASSED AND APPROVED** this 28<sup>th</sup> day of April 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

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

**ATTEST:**

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

**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 Recorder's office this 28<sup>th</sup> day of April 2015.

**POSTED** this \_\_\_ day of April 2015.

# COTTONWOOD HEIGHTS

## ORDINANCE NO. 241-A

AN ORDINANCE APPROVING THE RE-ZONE FROM R-1-8 (RURAL SINGLE FAMILY) TO R-2-8 (RESIDENTIAL MULTI-FAMILY), AND DENYING THE RE-ZONE FROM R-1-8 (RURAL SINGLE FAMILY) TO RO (RESIDENTIAL OFFICE), OF REAL PROPERTY LOCATED AT 8559-8595 SOUTH WASATCH BLVD. AND AMENDING THE ZONING MAP

**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 may enact a land use ordinance and a zoning map establishing regulations for land use and development; and

**WHEREAS**, pursuant to the Act, the municipality’s planning commission shall prepare and recommend to the municipality’s legislative body, following a public hearing, a proposed land use ordinance and a zoning map, or amendments thereto, that represents the planning commission’s recommendations for zoning the area within the municipality; and

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

**WHEREAS**, on 14 July 2005, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) enacted its Ordinance No. 25 adopting a land use ordinance for the City and codifying such ordinance as Title 19 of the City’s code of ordinances (the “*Code*”); and

**WHEREAS**, pursuant to its Ordinance No. 25, the Council also adopted a zoning map for the City (the “*Zoning Map*”); and

**WHEREAS**, on 4 June 2014, following all required legal notices, the City’s planning commission (the “*Planning Commission*”) held a public hearing on a zone change application (the “*R2 Re-zone*”) by Christian and Shellee Neff (“*Applicant*”) requesting the re-zone of real property located at 8559-8595 South Wasatch Blvd. in the City (the “*Property*”) from R-1-8 (Rural Single Family) to R-2-8 (Residential Multi-Family), at which time all interested parties were given the opportunity to provide written or oral comment concerning the proposed R2 Re-zone; and

**WHEREAS**, on 18 June 2014, the Planning Commission unanimously recommended denial of the R2 Re-zone of the Property, and forwarded such recommendation to the Council for final action; and

**WHEREAS**, on 22 July 2014, the Council met in regular meeting to consider, among other things, the proposed R2 Re-zone of the Property; and

**WHEREAS**, at such public meeting, the Council voted to table the R2 Re-zone and encouraged the Applicant to work with City staff to determine whether another zoning designation for the Property would be more appropriate; and

**WHEREAS**, on 3 December 2014, in response to a proposal (the “*RO Re-zone*”) to re-zone the Property from R-1-8 to RO (Residential Office), a public hearing was held before the Planning Commission where citizens were given the opportunity to provide written or oral comment concerning the proposed RO Re-zone; and

**WHEREAS**, on 4 February 2015, the Planning Commission unanimously voted to recommend that the Council approve the RO Re-zone, and thereafter recommended that the Council approve the RO Re-zone; and

**WHEREAS**, on 14 April 2015, the Council solicited and received additional public comment concerning the proposed R2 Re-zone and the proposed RO Re-zone; and

**WHEREAS**, after careful consideration of the recommendation of the Planning Commission, comments at the public hearing and other public meetings where such proposed re-zones were discussed, and recommendations of City staff, 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 the R2 Re-zone, and to deny the RO Re-zone, as specified below;

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

Section 1. ***Re-zone***. The Council hereby approves the R2 Re-zone and hereby re-zones the Property from R-1-8 (Residential Single Family) to R-2-8 (Residential Multi-Family). The Council also hereby denies the RO Re-zone.

Section 2. ***Adoption of Amended Zoning Map***. The Council hereby amends the City’s zoning map to reflect the R2 Re-zone of the Property effected by this ordinance (this “*Ordinance*”), and hereby adopts the amended zoning map that is attached as an exhibit hereto as the City’s current zoning map.

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. 241-A, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City’s recorder, or such later date as may be required by Utah statute.

**PASSED AND APPROVED** this 28<sup>th</sup> day of April 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

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

**ATTEST:**

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

**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 Recorder's office this 28<sup>th</sup> day of April 2015.

**POSTED** this \_\_\_ day of April 2015.

# COTTONWOOD HEIGHTS

## ORDINANCE NO. 241-D

AN ORDINANCE DENYING THE RE-ZONE FROM R-1-8 (RURAL SINGLE FAMILY) TO R-2-8 (RESIDENTIAL MULTI-FAMILY), AND DENYING THE RE-ZONE FROM R-1-8 (RURAL SINGLE FAMILY) TO RO (RESIDENTIAL OFFICE), OF REAL PROPERTY LOCATED AT 8559-8595 SOUTH WASATCH BLVD.

**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 may enact a land use ordinance and a zoning map establishing regulations for land use and development; and

**WHEREAS**, pursuant to the Act, the municipality’s planning commission shall prepare and recommend to the municipality’s legislative body, following a public hearing, a proposed land use ordinance and a zoning map, or amendments thereto, that represents the planning commission’s recommendations for zoning the area within the municipality; and

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

**WHEREAS**, on 14 July 2005, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) enacted its Ordinance No. 25 adopting a land use ordinance for the City and codifying such ordinance as Title 19 of the City’s code of ordinances (the “*Code*”); and

**WHEREAS**, pursuant to its Ordinance No. 25, the Council also adopted a zoning map for the City (the “*Zoning Map*”); and

**WHEREAS**, on 4 June 2014, following all required legal notices, the City’s planning commission (the “*Planning Commission*”) held a public hearing on a zone change application (the “*R2 Re-zone*”) by Christian and Shellee Neff (“*Applicant*”) requesting the re-zone of real property located at 8559-8595 South Wasatch Blvd. in the City (the “*Property*”) from R-1-8 (Rural Single Family) to R-2-8 (Residential Multi-Family), at which time all interested parties were given the opportunity to provide written or oral comment concerning the proposed R2 Re-zone; and

**WHEREAS**, on 18 June 2014, the Planning Commission unanimously recommended denial of the R2 Re-zone of the Property, and forwarded such recommendation to the Council for final action; and

**WHEREAS**, on 22 July 2014, the Council met in regular meeting to consider, among other things, the proposed R2 Re-zone of the Property; and

**WHEREAS**, at such public meeting, the Council voted to table the R2 Re-zone and encouraged the Applicant to work with City staff to determine whether another zoning designation for the Property would be more appropriate; and

**WHEREAS**, on 3 December 2014, in response to a proposal (the “*RO Re-zone*”) to re-zone the Property from R-1-8 to RO (Residential Office), a public hearing was held before the Planning Commission where citizens were given the opportunity to provide written or oral comment concerning the proposed RO Re-zone; and

**WHEREAS**, on 4 February 2015, the Planning Commission unanimously voted to recommend that the Council approve the RO Re-zone, and thereafter recommended that the Council approve the RO Re-zone; and

**WHEREAS**, on 14 April 2015, the Council solicited and received additional public comment concerning the proposed R2 Re-zone and the proposed RO Re-zone; and

**WHEREAS**, after careful consideration of the recommendation of the Planning Commission, comments at the public hearing and other public meetings where such proposed re-zones were discussed, and recommendations of City staff, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to deny both the R2 Re-zone and the RO Re-zone, as specified below;

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

Section 1. ***Denial of Re-zone.*** The Council hereby denies both the R2 Re-zone and the RO Re-zone.

Section 2. ***Action of Officers.*** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 3. ***Severability.*** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 4. ***Repealer.*** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5. ***Effective Date.*** This Ordinance, assigned no. 241-D, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City’s recorder, or such later date as may be required by Utah statute.

**PASSED AND APPROVED** this 28<sup>th</sup> day of April 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

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

**ATTEST:**

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

**VOTING:**

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

**DEPOSITED** in the Recorder's office this 28<sup>th</sup> day of April 2015.

**POSTED** this \_\_ day of April 2015.

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2015-19

### A RESOLUTION CONSENTING TO AN APPOINTMENT TO THE COTTONWOOD HEIGHTS HISTORIC COMMITTEE

**WHEREAS**, section 2.140.602 of the COTTONWOOD HEIGHTS CODE OF ORDINANCES (the “Code”) establishes the “Cottonwood Heights Historic Committee” (the “*Historic Committee*”) for the city of Cottonwood Heights (the “*City*”); and

**WHEREAS**, Code §2.140.602(A) provides that the Historic Committee shall consist of a minimum of five members and a maximum of eleven members who are City residents with a demonstrated interest, competence or knowledge in history or historic preservation, and who are appointed for staggered three-year terms; and

**WHEREAS**, Code §2.140.104 provides that members of the Historic Committee shall be appointed and removed by the city manager (the “*Manager*”) with advice and consent of the city council (the “*Council*”), and that the terms of office of the initial members shall be staggered as necessary so that the terms of office of approximately one-third of the members expire each year; and

**WHEREAS**, the Council met on 28 April 2015 to, among other things, (a) consider the appointment of **Max Evans** to the Historic Committee to fill the unexpired term of prior member John Glauser, who recently resigned, and (b) ratify and consent to the current composition of membership of the Historic Committee; and

**WHEREAS**, the Manager has nominated **Max Evans** to so serve on the Historic Committee; 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 give advice and consent to such appointment to the Historic Committee as proposed by the Manager;

**NOW THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the Council hereby gives advice and consents to the appointment of **Max Evans** to the Historic Committee to fill the unexpired terms of former member John Glauser, and hereby ratifies and gives advice and consent to the status of the following individuals as all of the current members of the Historic Committee for the terms of office set forth opposite each name:

<u>Name</u>	<u>Term Expires</u>
Beverly S. Lund	1 January 2016
Sylvia Orton	1 January 2016
M. Tom Shimizu (Chairman)	1 January 2016
Max Evans	1 January 2017
Dean F. Smart	1 January 2017
Don Antczak	1 January 2018
Gayle Conger (Vice-Chairman)	1 January 2018
Jerri Harwell	1 January 2018
Melinda Hortin	1 January 2018
Carol Woodside	1 January 2018

This Resolution, assigned no. 2015-19, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 28 April 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

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

**ATTEST:**

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

**VOTING:**

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

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of April 2015.

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

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2015-20

### A RESOLUTION CONSENTING TO AN APPOINTMENT TO THE PLANNING COMMISSION

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 28 April 2015 to consider, among other things, a proposed appointment to the City’s planning commission (the “*Commission*”) to fill a vacancy; and

**WHEREAS**, section 19.05.070 of the COTTONWOOD HEIGHTS CODE OF ORDINANCES (the “*Code*”) provides that any vacancy occurring on the Commission by reason of expiration of term of office or otherwise shall be filled by the City’s manager (the “*Manager*”) with the advice and consent of the Council; and

**WHEREAS**, the Manager has nominated **Craig Bevan** of District 1 to fill the unexpired term of office of former regular Commission member **Janet Janke** of District 1, who recently resigned from the Commission; and

**WHEREAS**, the Council has given advice for the above-described appointment to the Commission for the term proposed by the Manager; 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 appointment of **Craig Bevan** as a regular member of the Commission representing District 1, as proposed by the Manager, with such term of office to commence immediately;

**NOW THEREFORE, BE IT RESOLVED** by the Cottonwood Heights city council that the Council hereby consents to the appointment to the Commission described above, and hereby consents to, confirms and ratifies the status of the following individuals as all of the members of the Commission as of the dated hereof, for the terms of office set forth opposite each name:

<u>Name</u>	<u>District</u>	<u>Term Expires</u>
Craig Bevan	1	30 June 2016
Jeremy D. Lapin	2	30 June 2015
James S. Jones	3	30 June 2015
Paxton Guymon	4	30 June 2016
Gordon Walker	4 (at large)	30 June 2017
Dennis Peters	2 (at large)	30 June 2017
Perry Bolyard	1 (at large)	30 June 2015
Joe Demma	3 (alternate, at large)	30 June 2017

This Resolution, assigned no. 2015-20, shall take effect immediately upon passage.

**PASSED AND APPROVED** 28 April 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

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

**ATTEST:**

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**Kory Solorio**, Recorder

**VOTING:**

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

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of April 2015.

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

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-21

A RESOLUTION APPROVING AND AGREEMENT WITH  
MODERN DISPLAY SERVICE INC. FOR DESIGN  
AND CONSTRUCTION OF A PARADE FLOAT

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (“*City*”) met on 28 April 2015 to consider, among other things, authorizing City to engage Modern Display Service Inc. (“*Contractor*”) to design and construct a parade float for City as specified in an agreement between Contractor and City (the “*Contract*”), 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 authorize City to engage Contractor as proposed in the Contract;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that City is authorized to engage Contractor to provide the services specified in the Contract, and that City’s mayor and recorder are authorized and directed to execute and deliver the Contract and any and all related payments and agreements on City’s behalf; and be it

**FURTHER RESOLVED** by the city council of Cottonwood Heights that all actions heretofore taken by any of City’s officers or employees in connection with the Contract are hereby ratified and approved.

This Resolution, assigned no. 2014-21, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 28<sup>th</sup> day of April 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

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

**ATTEST:**

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

**VOTING:**

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

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of April 2015.

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

# Parade Float Agreement

**THIS AGREEMENT** (this "*Agreement*") is made effective \_\_ April 2015 between the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 ("*Sponsor*"), and **MODERN DISPLAY SERVICE INC.**, a Utah corporation whose address is 424 South 700 East, Salt Lake City, UT 84102 ("*Builder*").

## WITNESSETH:

**IN CONSIDERATION** of the mutual covenants contained herein, the parties agree as follows:

1. **Services.** Builder agrees to design, build and decorate a float (the "*float*") on behalf of Sponsor for use in for various parades in Salt Lake County during summer 2015. The float's design and materials shall be mutually agreed and approved by both parties and shall be built to industry standards. The design will be as shown on the attached exhibit, with such modifications as Sponsor reasonably may direct, and will include various-sized (including large) bubbles continuously emanating from four electric bubble machines powered by a generator supplied by Sponsor. Sponsor will provide and maintain the motorized chassis vehicle for the float, and Builder makes no warranty concerning the suitability of such vehicle nor shall Builder have any liability for its proper function. The float will be 26 feet long, 8-10 feet wide and not higher than 14 feet.

2. **Completion of Construction.** The float shall be completed in time for parade participation by 4 June 2015. The float will be constructed in Salt Lake County, Utah at a location provided by Builder. Representatives of Sponsor may inspect the construction of the float from time to time upon reasonable prior notice to Builder. Builder shall give Sponsor advance notice of any changes of the location of the construction site.

3. **Independent Contractor.** Builder shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all applicable laws regarding unemployment insurance, disability insurance, and workers' compensation insurance for its employees and agents. Builder shall have no authorization, express or implied, to contractually bind Sponsor nor to perform any acts as agent for Sponsor. The Contract Price (defined below) shall be the total amount payable hereunder by Sponsor.

4. **Operation.** The parties desire for the float to convey a positive image for both Sponsor and Builder as it appears in parades, and for the float be kept in good condition at all times during the 2015 parade season. To that end, Sponsor shall (a) operate the float in a safe, legally compliant manner; (b) keep tires inflated; (c) keep the gas tank properly full for every parade; and (d) regularly check and keep radiator and transmission fluid levels properly full. The float should be not be driven or towed at a speed exceeding 37 mph. Sponsor will operate the

float in the parades using operators furnished at Sponsor's expense and liability. Sponsor shall provide payment of entry fees for all parades that require such fees. Sponsor will observe the rules and regulations of the host parade regarding display and operation of the float, as well as all other applicable laws, ordinances or regulations. Sponsor also shall maintain liability insurance on the float, driver, and personnel while in its possession.

5. **Maintenance and Repair.** The float should be stored indoors and in a secure location when not in use. General maintenance such as repairing broken fringe, loose sheeting, and loose festooning is Sponsor's responsibility, provided that such work is not necessitated due to poor workmanship by Builder during original construction of the float. Builder immediately will correct any defects in workmanship occurring prior to September 15, 2015 at Builder's expense, and will provide a refurbishment kit from which Sponsor may make repair any minor aesthetic problems arising from normal wear and tear as the float is used.

6. **Contract Price.** Sponsor shall pay Builder the total sum of \$9,000 (the "*Contract Price*") in full compensation for the Services, as follows: (a) \$4,500 shall be payable upon signing of this Agreement by both parties, and (b) the balance of the Contract Price shall be due and payable upon full completion of the float. If Sponsor fails to pay any sum due hereunder within 30 days after its due date, interest shall accrue on such delinquent amount at the rate of 12% per annum.

7. **Term; Rights to Components.** The term for the performance of this Agreement is from the signing hereof by both parties until conclusion of the 2015 parade season in mid-September 2015. At the conclusion of the parade season, the props used on the float shall remain the property of Builder, and the parade float chassis shall remain the property of Sponsor. All designs and renderings concerning the float shall remain subject to Builder's copyright.

8. **Interpretation.** Utah law shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. Both parties have had substantive input concerning the drafting of this Agreement. Consequently, this Agreement shall be construed and interpreted in a neutral manner without regard to whether one or the other of the parties was its "drafter."

9. **General Provisions.** This Agreement constitutes the entire understanding and agreement between and among the parties hereto with respect to the subject matter hereof and there are no oral or written agreements, understandings, restrictions, representations or warranties among the parties hereto other than those expressly set forth in this Agreement. This Agreement may not be amended, changed or modified except by written instrument signed by all parties hereto. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this

Agreement are for convenience only and do not constitute a part of the provisions hereof. Time is the essence of this Agreement.

10. **Binding Effect; Assignment.** Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and personal representatives. This Agreement may not be assigned or delegated without the written consent of the other party.

11. **Attorneys Fees.** If litigation is commenced concerning a breach of this Agreement, the prevailing party shall be entitled to their reasonable attorney's fees and cost

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

**SPONSOR:**

**ATTEST:**

**COTTONWOOD HEIGHTS**, a Utah municipality

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

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

**BUILDER:**

**MODERN DISPLAY SERVICE INC.**,  
a Utah corporation

By: \_\_\_\_\_  
**Howard Wilson**, \_\_\_\_\_

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-22

A RESOLUTION APPROVING A PERFORMANCE CONTRACT WITH BIG DOOR ENTERTAINMENT FOR 2015 BUTLERVILLE DAYS

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 28 April 2015 to consider, among other things, approving a "Performance Contract" (the "Agreement") with Big Door Entertainment ("Contractor") whereunder the City would engage Contractor to provide a musical performance by "Charley Jenkins" 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 Contractor is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2015-22, shall take effect immediately upon passage.

PASSED AND APPROVED this 28th day of April 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

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

ATTEST:

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

VOTING:

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

DEPOSITED in the office of the City Recorder this 28th day of April 2015.

RECORDED this \_\_\_ day of April 2015.

## CHARLEY JENKINS TECH RIDER 2014

*The details in this rider are essential to providing a consistent and reliable starting place for the event. It is vital to pay close attention to details. Every venue has a different situation, and we understand this. Yet it is helpful to everyone to have a good sense of what we are coming into sound production wise. Thus, we require these details to be followed as closely as possible. This is built from our own experiences, both good and ill, and we work very hard to bring the best we can of ourselves, and we ask this of each venue*

THIS RIDER SHOULD INCLUDE PERSONNEL LIST, STAGE PLOT, and INPUT LIST. IN ADDITION SOUND, LIGHTING & BACKLINE REQUIREMENTS ARE DETAILED FOR APPLICABLE ENGAGEMENTS.

**Please read and follow every detail contained in the rider.**

QUESTIONS REGARDING ADVANCING, HOSPITALITY, TRAVEL, ETC. SHOULD BE ADDRESSED TO: **Jake Collett:** [Jake@bigdoorentertainment.com](mailto:Jake@bigdoorentertainment.com) ph: 801-855-6625  
ALL TECHNICAL QUESTIONS: **Charley Jenkins:** e-mail: [charley@charleyjenkins.com](mailto:charley@charleyjenkins.com), ph: 615-481-2216

### PERSONNEL

**Charley Jenkins:** Lead Vocal, Acoustic Guitar

**Russ Barnes:** Lead Electric Guitar

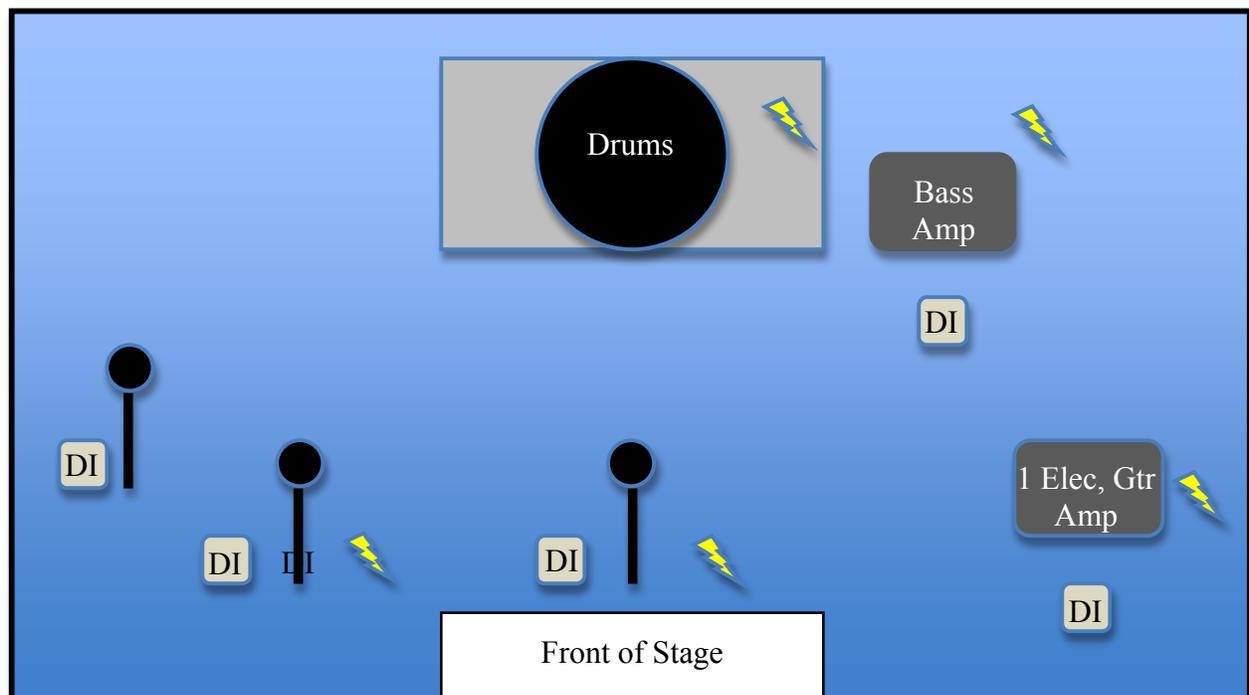
**Tiann Dyer:** Fiddle, Backing Vocals

**Adam Overacker:** Bass

**Brandon Chappell:** Drums, Cajon

**Mady Dyer:** Rhythm Guitar, Bass, BVGS

### STAGE PLOT



<b>Lighting (When inside a venue or in evening/low low light shows)</b>
▪ Min. of one follow spot
▪ Lighting Engineers to run lighting board and follow spot(s)
▪ Adequate stage lighting and washes to add color and texture to the show

<b>BUYER PROVIDES THE FOLLOWING: FRONT OF HOUSE SYSTEM</b>
▪ 24 Channel Mixing Board
▪ Sound Engineer to run Front of House Sound for show & sound check
▪ Speaker and Sub System adequate for performance area

**\*Please Bring Input list To Sound Check\***

Input List				
	Channel Input	Channel Mic/DI	Artist Provides	Buyer Provides
1	Kick Drum	CAD KM212	X	
2	SUB Kick	Ymamha Sub Kcik	X	
3	Snare	CAD SM210	X	
4	HI Hat	SM Beta 98D or Sen. e904/e604 w/clip	X	
5	Tom #1	CAD SM 211	X	
6	Tom #2	CAD TM 211	X	
7	Floor Tom	CAD TM 211	X	
8	Drum Overhead Right	SM 81	X	
9	Drum Overhead Right	SM 81	X	
10	Cajon	CAD KM212	X	
11	Bass	DI	X	
12	Acoustic Guitar	DI	X	
13	Star Acoustic Guitar	DI	X	
14	Electric Lead	Shure 57	X	
15	Keys Left	DI	X	
16	Keys Right	DI	X	
17	Fiddle	DI		
18	Charley Vocal Wireless	Shure Beta 87 WIRELESS	X	
19	BVGS #1 Fiddle	Shure 58	X	
20	BVGS #3 Rhythm Gtr	Shure 58	X	

MONITOR PLOT & STAGE MONITORS		
List	Provided By Artist	Provided By Buyer
Behringer X32 Digital Console for Monitor	X	
24 Channel Isolated Split Snake	X	
All Monitor In-Ears	X	
Stage Left Mixing Station		X

STANDS		
List	Provided By Artist	Provided By Buyer
(2) Small Booms		X
(2) Full Size Booms		X
(1) Guitar Stands		X

CABLES		
List	Provided By Artist	Provided By Buyer
(5) 20' XLR Cables		X
(2) 10' 1/4" Cables		X

### SOUND SYSTEM

Charley Jenkins in concert requires a professional, high definition sound reinforcement system. This system shall be in perfect working order and totally free of noise or distortion.

THE SOUND SYSTEM SHALL BE ASSEMBLED IN A TOTALLY PROFESSIONAL MANNER USING LOW NOISE, STUDIO GRADE CABLING AND CONNECTORS.

THE SYSTEM SHALL BE POSITIVELY POLARIZED. (POSITIVE PRESSURE AT THE MICROPHONE INPUT SHALL PRODUCE A POSITIVE (OUTWARD) MOTION OF ALL SPEAKER COMPONENTS). SYSTEM TO BE AVAILABLE FOR POLARITY TESTING AND TUNING THREE HOURS BEFORE SCHEDULED SOUND CHECK WHERE ALL SYSTEM CONTROLS AND OPERATING PARAMETERS SHALL BE AVAILABLE TO THE ARTIST'S PRODUCTION STAFF.

GROUND LOOPS, RF INTERFERENCE, HUMS, HISSES, POPS OR BUZZES ARE NOT ACCEPTABLE.

IN SOME SITUATIONS (FESTIVALS, PROPRIETARY SYSTEMS) SOME SUBSTITUTIONS OF COMPONENTS MAY BE UNAVOIDABLE. THE NEED FOR SUBSTITUTIONS WILL UNDOUBTEDLY COME UP FROM TIME TO TIME. WE WILL TRY TO BE AS FLEXIBLE AS POSSIBLE TO ACCOMMODATE PRODUCTION CONSTRAINTS.

**ALL SUBSTITUTIONS OR DELETIONS SHOULD BE APPROVED BY THE ARTIST'S TECHNICAL DIRECTOR.**

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### GREEN ROOM REQUIREMENTS

- 24 cold bottled waters
- 8 hand towels
- Hot dinner for 8 people or a \$12.00 per person dinner buyout.
- *In the case that the band is traveling via tour-bus, all green room requirements shall be delivered to the bus upon the band's arrival. All questions may be directed to the road manager, Jake Collett @ 801-855-6625*

### PARKING

Sufficient parking for a 45 foot tour bus and a 20 foot trailer (approx 65 foot of space) will be needed in close proximity to the performance venue.



210 North 1200 East, Suite 200 | Lehi , UT 84043, Ph. 801-855-6625  
 Agent@BigDoorEntertainment.com

**Artist Name : Charley Jenkins**

THIS CONTRACT made on Saturday, 14 day of March Year 2015 between **Charley Jenkins** (herein referred as Producer) and **City of Cottonwood Heights** (herein referred as Purchaser). Both parties are aware that Big Door Ent is acting as the agent between both parties.

<b>Show Date :</b> 07/24/2015	<b>Number Of Shows :</b>
<b>Venue :</b> Cottonwood Park	<b>Performance Time :</b>
<b>Venue Address :</b> 7500 S 2700 E Cottonwood Heights, Utah 84121	<b>Show Length :</b>
<b>Venue Contact :</b>	<b>Time of Doors :</b>
<b>Venue Phone :</b>	<b>Billing :</b> Headline
<b>Venue Fax :</b>	<b>Position :</b>
<b>Venue Email :</b>	<b>Type of Engagement :</b>
<b>Venue Website :</b>	<b>Building Capacity :</b>
<b>Production Contact :</b> Metro Stage	<b>Covered :</b> Yes
<b>Production Phone :</b>	<b>Radius Clause :</b>
<b>Show Lineup :</b>	<b>Age Limit :</b>
<b>Curfew :</b>	<b>Soft Merch : Artist % :100</b>
<b>Hotels :</b>	<b>Music Merch : Artist % :100</b>
	<b>Who Sells :</b>
	<b>Total tax : \$0.00</b>
	<b>Outdoor : Yes</b>
	<b>House % :0</b>
	<b>House % :0</b>

Ticket Scaling				Terms	
TICKETS	COMPS	PRICE	EXTENDED	Guarantee \$\$:	\$3,000.00
Gross tix	0		\$0.00	<b>Amount Due Date of Show :</b>	\$3,000.00
Net Tix	0			<b>Terms :</b>	
Average tix	\$0.00				

**Deposits are to be made payable to : Big Door Ent by Cashier's/Certified Check or Money Order. BALANCE is due UPON DEMAND day of show in Cash or Cashier's Check and made payable to PRODUCER. This balance is guaranteed Rain or Shine. NO PERSONAL CHECKS WILL BE ACCEPTED.**

**Additional Provisions on Contract :** Please provide two cases of bottled water and dinner for 8 night of show.

**This engagement is not to be advertised or publicized in any manner or form until this contract is fully processed and signed by both parties or without written approval from Artist Management or Big Door Ent. This contract may become void if Purchaser fails to sign and return same within fourteen(14) days of date issued.**

**We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract. Riders attached hereto are hereby made a part hereof.**

**Purchaser :** City of Cottonwood Heights  
**Signatory :**

**Producer :** Big Door Ent  
**Signatory :** Jake Collett

**Signature :** \_\_\_\_\_  
**Address :** Cottonwood Heights, Utah

**Signature :** \_\_\_\_\_  
**Address :** c/o Big Door Ent  
 Lehi, UT 84043

**Phone :** 801-550-8225  
**Email :** Aatchel@ch.utah.gov

**Phone :** Ph. 801-855-6625  
**Email :** Jake@BigDoorEntertainment.com  
**Agent :** Jake C

### **Additional Terms and Conditions**

- 1.** PURCHASER will first apply any and all receipts received from the performance to payment required hereunder. All payments must be in full without any deductions whatsoever. PURCHASER will advise PRODUCER or PRODUCER's agent immediately upon request of the admissions prices for the performance.
- 2.** If the payment to the PRODUCER is based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within (2) hours of such performance. If the payment of PRODUCER's share of performance receipts is based in whole or in part on expenses related to the engagement, PURCHASER shall verify with paid receipts, cancelled checks or other documentation of all expenses or they will not be included as expenses of the engagement. PRODUCER shall have the right to have representation present in the box office at all times. Such representative shall have access to the box office records of PURCHASER relating to gross receipts of this engagement only.
- 3.** PURCHASER will furnish and pay for all its own expense(s) necessary for the proper presentation of the performance on the date and time of the above-mentioned performance. This includes without limitation (a) suitable theater, hall or auditorium, well-heated, ventilated, lighted, clean, and in good order, curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in quantity and numbers required by PRODUCER, dressing rooms, all needed electricians and stage hands, all lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in the primary newspapers; (b) all music royalties connected with PRODUCER's use of music, and additionally the cost of any musicians (including Contractor) other than those furnished by PRODUCER as part of the PRODUCER's regular company; (c) all amusement taxes; (d) if PRODUCER requires, all needed facilities, electricians, stage hands and other personnel for lighting and dress rehearsals; and (e) all other items and personnel (including but not limited to any and all personnel, including musicians, as required by any national or local union(s) required for the proper presentation of the entertainment presentation hereunder and any rehearsals therefore, except those items and personnel which PRODUCER herein specifically agrees to furnish. PRODUCER has the right to rename the local music contractor and to approve the local musicians hired.
- 4.** In the event of sickness or of accident to PRODUCER, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of PRODUCER, it is understood and agreed there shall be no claim for damages by PURCHASER and PRODUCER's obligations as to such performances shall be waived. In the event of non-performance for any of the above-stated reasons, if ARTISIT is ready, willing and able to perform, PURCHASER shall pay full compensation hereunder, otherwise, the monies (if any) advanced to PRODUCER hereunder, shall be returned on a pro-rata basis.
- 5.** Inclement weather rendering performances impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and PRODUCER disagree as to whether rendition of the agreed upon compensation shall be made notwithstanding. If PURCHASER and PRODUCER disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, PRODUCER's determination as to performance shall prevail.
- 6.** In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform the contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to PRODUCER by PURCHASER and PURCHASER shall remain liable to PRODUCER for the agreed price herein and forth.
- 7.** The entertainment presentation to be furnished by PRODUCER hereunder shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER. PRODUCER's name or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising without PRODUCER's prior written consent.
- 8.** PURCHASER shall not itself, nor shall it permit others to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.
- 9.** PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc. on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any.
- 10.** Unless stipulated to the contrary in writing, PURCHASER agrees that PRODUCER may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. PRODUCER shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 10 days.
- 11.** PRODUCER shall have exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods employed in fulfilling each obligation of PRODUCER hereunder in all respects. PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the PRODUCER(s) specifically named herein.
- 12.** PURCHASER agrees (a) to comply promptly with PRODUCER's directions as to stage settings for the performance hereunder, (b) that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the engagement hereunder, (c) that no stage seats are to be sold or used without PRODUCER's prior written consent, and (d) that the entertainment presentation will not be included in a subscription or other type of series without the written consent of PRODUCER.

**13.** Unless stipulated to the contrary in this Agreement, Purchaser agrees that Producer may cancel the Engagement hereunder without liability by giving the Purchaser notice thereof at least thirty(30) days prior to the commencement date of the Engagement hereunder.

**14.** It is agreed that PRODUCER signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make provisions hereof or otherwise.

**15.** Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. If there is any conflict between any provisions of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. PURCHASER agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by PURCHASER.

**16.** In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and PRODUCER shall control.

**17.** PURCHASER hereby indemnifies and holds PRODUCER, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, form or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the PRODUCER.

**18.** Big Door Ent acts herein only as agent for PRODUCER and is not responsible for any act of commission or omission on the part of PRODUCER or PURCHASER. In furtherance thereof and for the benefit of Big Door Ent, it is agreed that neither PURCHASER nor PRODUCER will name or join Big Door Ent as a party in any civil action or suit arising out of; in connection with, or related to any act(s) of commission or omission of PURCHASER or PRODUCER.

**19.** This contract (a) cannot be assigned or transferred without the written consent of PRODUCER, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of Utah, regardless of the place of performance. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "PRODUCER" and "PURCHASER" as used herein shall include and apply to the singular, the plural and to all genders.

## **20. Force Majeure**

a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness or injury to Producer or member of Producer's immediate family, any of Producer's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout or other forms of labor difficulties; any act, order, or relation of any court, government agency or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.

b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 20(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if Producer is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

Under no circumstances will Producer be liable to Purchaser or any third party in contract, tort, or otherwise, for any indirect, incidental, special, consequential, punitive, exemplary, or similar damages that result from the parties' performance or non performance hereunder, including but not limited to loss of revenue or lost profits, even if Producer has been advised of the possibility of such damages.

# EXPENSE SHEET

## Charley Jenkins - 07/24/2015 - Cottonwood Heights

Artist : <b>Charley Jenkins</b>	Show Time :
Date : <b>07/24/2015</b>	Agent : <b>Jake C</b>
Venue : <b>Cottonwood Park 7500 S 2700 E Cottonwood Heights, Utah 84121</b>	Venue Phone : Venue Fax :

### FIXED EXPENSES

Advertising	\$0.00	Insurance	\$0.00	Sound/Lights	\$0.00
Ascaph/Bmi/Sesac	\$0.00	Loaders	\$0.00	Spot Rental	\$0.00
Barricades	\$0.00	Medical/Emt.	\$0.00	Stage Rental	\$0.00
Box Office	\$0.00	Misc	\$0.00	Supervisors	\$0.00
Car Rental	\$0.00	Misc 1	\$0.00	Stagehands	\$0.00
Catering	\$0.00	Misc 2	\$0.00	Support/Talent	\$0.00
Clean Up	\$0.00	Misc 3	\$0.00	Support1	\$0.00
Credit Cards	\$0.00	Phone/Internet	\$0.00	Support2	\$0.00
Door Guards	\$0.00	Police	\$0.00	Support3	\$0.00
Electrician Equip. Rent	\$0.00	Production	\$0.00	Tix Commision Cap	\$0.00
Fireman	\$0.00	Prod./Stage Mgr	\$0.00	Tix Print	\$0.00
Forklift	\$0.00	Remote	\$0.00	Ticket Rebate	\$0.00
Furniture Rent	\$0.00	Rent	\$0.00	Tix Takers	\$0.00
Hall Rent Cap	\$0.00	Riggers	\$0.00	Towels	\$0.00
House Fixed Exp.	\$0.00	Runners	\$0.00	Transportation	\$0.00
House Manager	\$0.00	Sec. Private	\$0.00	Ushers	\$0.00
House Staff	\$0.00	Sec. T Shirt	\$0.00		

**Totals** **\$0.00**

### VARIABLE EXPENSES

	Flat	Percentage	Per Ticket			Total
Facility Fee	\$0.00	0.00	\$0.00			\$0.00
Parking Fee	\$0.00	0.00	\$0.00			\$0.00
Misc 1	\$0.00	0.00	\$0.00			\$0.00
Misc 2	\$0.00	0.00	\$0.00			\$0.00
				Total Pre Tax		\$0.00
				Net Pre Tax		\$0.00
Sales Tax	\$0.00	0.00	\$0.00			\$0.00
Promoter Costs	\$0.00	0.00		Promoter Guarantee as cost		\$0.00
Rent	\$0.00	0.00	\$0.00	Rent Capped At	\$0.00	\$0.00
Insurance	\$0.00	0.00	\$0.00			\$0.00
Box Office	\$0.00	0.00	\$0.00			\$0.00
ASCAP	\$0.00	0.00	\$0.00			\$0.00
BMI	\$0.00	0.00	\$0.00			\$0.00
SESAC	\$0.00	0.00	\$0.00			\$0.00
Misc1	\$0.00	0.00	\$0.00			\$0.00
Misc2	\$0.00	0.00	\$0.00			\$0.00
Misc3	\$0.00	0.00	\$0.00			\$0.00
<b>Totals</b>	\$0.00	0.00	\$0.00			\$0.00

SHOW REPORT	AMOUNT	SUMMARY	AMOUNT
Net After Tax		AVG. Ticket Price	\$0.00
		Total Tickets	0
		Gross Ticket	\$0.00

## Addendum to Big Door Entertainment Performance Contract

**THIS ADDENDUM** (this "*Addendum*") is made effective 28 April 2015 between **BIG DOOR ENTERTAINMENT** for itself and on behalf of artist **CHARLEY JENKINS**, whose address is 210 North 1200 East, Suite 200, Lehi, UT 84045 ("*Producer*"), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Cottonwood Heights, UT 84047 ("*City*"). This Addendum augments and amends the provisions of the attached agreement (the "*Agreement*") between Producer and the City concerning a musical production to be staged by Producer at City's 2015 Butlerville Days community celebration (the "*Event*") scheduled for 24 July 2015 (the "*Event Date*"). If there is any conflict or inconsistency between this Addendum and the Agreement, the provisions of this Addendum shall control.

Section 1. **Setup Time.** Producer shall deliver its equipment to the stage area at the Event no later than 11:00 a.m. on the Event Date. City anticipates that the stage (the "*Stage*") will be erected and ready for use by 1:00 p.m. on the Event Date, whereupon Producer may set up its equipment on the Stage and conduct a sound check. A final sound check may be conducted between 8:00 p.m. and 8:30 p.m. on the Event Date.

Section 2. **Performance Time.** Producer shall perform (the "*Performance*") between 8:30 p.m. and 10:00 p.m. on the Event Date. A fireworks show staged by another provider is scheduled to commence at 10:00 p.m.

Section 3. **Total Compensation.** Sections 1 and 2 of the Agreement are modified to clarify that the total compensation to be paid by City for the Performance and all of Producer's services under the Agreement shall be a flat fee of \$3,000 (the "*Contract Price*").

Section 4. **Equipment; Supplies; Personnel.** Section 3 of the Agreement is modified to clarify that City only is required to (a) provide an elevated stage at an outdoor venue, equipped with lighting and electrical connections; (b) use reasonable diligence to assure that all City-provided equipment is in good working order for the Performance; and (c) provide two cases of bottled water and dinner for eight at the Event. City is not required to provide any other facilities, equipment, supplies or personnel under the Agreement except the following:

Full sound system adequate for the size of expected  
crowd.

Section 5. **Nonperformance.** If the Performance cannot occur due to force majeure events as described in Sections 4, 5 and 20 of the Agreement, notwithstanding that Producer is ready, willing and able to stage the Performance, then City shall pay one-half the Contract Price. If the Performance cannot occur due to illness, injury or other reasons affecting Producer such that Producer cannot stage the Performance, then City shall be excused from any obligation to pay any of the Contract Price.

Section 6. **Advertising.** Section 7 of the Agreement is modified to clarify that City controls all advertising and publicity for the Event, provided that if any such advertising or

publicity does more than name Producer and/or its artist for purposes of publicizing the Performance, Producer shall have the right to review and pre-approve such advertising, etc., which approval shall not be unreasonably withheld, conditioned or delayed.

Section 7. **Recording, Etc.** Section 8 of the Agreement is modified to clarify that City has no control over Event attendees choosing to record, broadcast, photograph or otherwise reproduce any part of the Performance.

Section 8. **No Right to Sell Goods or Merchandise.** Section 9 of the Agreement is amended to clarify that Producer may not sell any programs, photographs, records, posters or other merchandise of any type or description at the Event.

Section 9. **Cancellation.** Producer's right to cancel the Performance under sections 10 and 13 of the Agreement shall expire on 24 May 2015.

Section 10. **Change of Artist.** Section 11 of the Agreement is amended to clarify that Producer is not entitled to substitute another performer for the artist designated above.

Section 11. **Other Artists.** Section 12 of the Agreement is amended to clarify that City may freely allow other artists, performers, etc. selected by City to perform on the Stage before and after the Performance.

Section 12. **Omission of Section 16.** Section 16 of the Agreement is hereby deleted in its entirety.

Section 13. **Omission of Section 17.** Section 17 of the Agreement is hereby deleted in its entirety. Further, City is a governmental entity that is covered by the provisions of the Governmental Immunity Act of Utah, Utah Code Ann. 63G-7-101 et seq. (the "*Immunity Act*"). By entering into the Agreement, City does not waive any rights or protections to it under the Immunity Act.

Section 14. **Amendment to Section 19.** The phrase "and such person hereby personally assumes liability for the payment of said price in full" is hereby deleted from Section 19 of the Agreement.

By their signatures, below, Producer and City hereby enter into the Agreement, as modified above, effective the date first-above written.

**CITY:**

**ATTEST:**

**COTTONWOOD HEIGHTS**, a Utah municipality

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

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

**PRODUCER:**

**BIG DOOR ENTERTAINMENT**

By: \_\_\_\_\_  
*Jack Collett*