

David L. Alvord, *Mayor*
Mark Seethaler, *Council Member*
Chuck Newton, *Council Member*
Donald J. Shelton, *Council Member*
Steve Barnes, *Council Member*
Christopher J. Rogers, *Council Member*



PH: 801.254.3742 EMAIL: info@sjc.utah.gov FAX: 801.254.3393

July 22, 2015

Libertas Institute
Attn: Josh Daniels
[REDACTED]
Lehi, Utah 84043

We have received your GRAMA Record Request dated July 16, 2015 as follows:

Request: The full details on the total City expenses made between 2012 and 2014 (inclusive) for any services, consulting, or organizational membership fees paid by the City for the purpose of lobbying, engaging in government or legislative affairs, or similarly related public affairs on behalf of the City before the Utah legislature.

Reply: Approved – (50) pages of records

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Cindy Valdez". The signature is written in a cursive, flowing style.

Cindy Valdez
Deputy City Recorder, CMC

Anna West

From: [REDACTED] on behalf of Josh Daniels [REDACTED]
Sent: Thursday, July 16, 2015 1:31 PM
To: Josh Daniels
Subject: Request for city expense information

The following is a request for public records pursuant to Utah Code §63G-2-204 (GRAMA).

Records Requested:

We are requesting the full details on the total city expenses made between 2012 and 2014 (inclusive) for any services, consulting, or organizational membership fees paid by the city for the purpose of lobbying, engaging in government or legislative affairs, or similarly related public affairs on behalf of the city before the Utah legislature.

Date: 7/16/2015
Requestor: Josh Daniels
Title: Policy Analyst
Organization: Libertas Institute
Address: [REDACTED]
Lehi UT 84043
Phone: 801-901-0310

We request a fee waiver pursuant to §63G-2-203 because releasing the records primarily benefit the public as they will be used for an informational public report.

We would also request an expedited response (5 days) because releasing the records benefits the public and are being used for a publication to the general public.

Thank you for your assistance,

Josh

JOSH DANIELS / Policy Analyst / Libertas Institute

> libertasutah.org
> [Follow us on Facebook](#)

CITY OF SOUTH JORDAN

165801

LEAG1 Utah League of Cities & Towns 3/11/2011

REFERENCE	INVOICE NO	INV DATE	PO NUMBER	INVOICE AMOUNT	NET AMOUNT PAID
2011-12 Mbrshp dues	2011-12 MBRSHP	DU 3/7/2011		\$28,679.51	\$28,679.51
				\$28,679.51	\$28,679.51

CITY OF SOUTH JORDAN
 GENERAL ACCOUNT
 WEST TOWNE CENTER DRIVE
 SOUTH JORDAN, UT 84095

STONE ISLAND NATIONAL BANK
 1810 SOUTH BANKSIDE CENTER
 1810 W SOUTH JORDAN PARKY
 S JORDAN, UT 84095

 0000

165801

DATE	3 / 11 / 2011
AMOUNT	** \$ 28,679.51

Twenty Eight Thousand Six Hundred Seventy Nine Dollars and 51 Cents

THE
 ER Utah League of Cities & Towns
 50 South 600 East, Ste 150
 Salt Lake City UT 84102

1/2/11

PAYMENT AUTHORIZATION
SOUTH JORDAN CITY

Department: Executive

PLEASE PAY: Utah League of Cities and Towns

Address: _____

Invoice #	Account #	Amount
_____	<u>1000-110-43021</u>	<u>\$21,000.00</u>
_____	<u>1000-110-46900</u>	<u>\$7,679.51</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total	<u>\$28,679.51</u>

COMMENTS:

FY 2011-2012 membership dues

Melanie Edwards
Prepared by

3-7-11
Date

John A. Stipanovich
Authorized by

3-7-11
Date



February 25, 2011

The City of South Jordan

UTAH LEAGUE OF CITIES AND TOWNS MEMBERSHIP FEE FOR FY 2011-2012

(1) 2009 Assessed Property Value	3,618,653,238	x .000003	=	10,855.96
(2) 2010 Population Estimate	54,730	x .20	=	10,946.00
(3) 2010 Sales Tax Revenue	7,641,726	x .00090	=	6,877.55
	Calculated Total			28,679.51

Total 2011-2012 Membership Fee 28,679.51

MEMBERSHIP FEE IS DUE AND PAYABLE **JULY 1, 2011**. MEMBERSHIP FEE WILL BE CONSIDERED PAST DUE AFTER **SEPTEMBER 1, 2011**. PLEASE BE AWARE THAT MEMBERSHIP IS REQUIRED TO PARTICIPATE AS A VOTING DELEGATE AT THE ANNUAL CONVENTION, **SEPTEMBER 14-16, 2011**.

**Population Estimate, Sales Tax Revenue and Assessed Property Value Data provided by Utah State Tax Commission and is the data used for sales tax distribution.*

CITY OF SOUTH JORDAN

UTAH LEAGUE 1 Utah League of Cities & Towns 4/19/2012

174804

REFERENCE	INVOICE NO	INV DATE	PO NUMBER	INVOICE AMOUNT	NET AMOUNT PAID
membership for FY 2012-2013	2012-2013	3/26/2012		\$29,936.80	\$29,936.80
				\$29,936.80	\$29,936.80

CITY OF SOUTH JORDAN
 GENERAL ACCOUNT
 1600 WEST TOWNE CENTER DRIVE
 SOUTH JORDAN, UT 84095

CHASE FIRST NATIONAL BANK
 1610 SOUTH SPARKING CENTER
 1610 S SOUTH JORDAN PARK
 S JORDAN, UT 84095

174804

174804

DATE	4 / 19 / 2012
AMOUNT	** \$ 29,936.80

PAY Twenty Nine Thousand Nine Hundred Thirty Six Dollars and 80 Cents

TO THE ORDER OF Utah League of Cities & Towns
 50 South 600 East, Ste 150
 Salt Lake City UT 84102



4-15-12
mel:
please pay JES
JES
✓4/19



March 26, 2012

100011043021

The City of South Jordan

UTAH LEAGUE OF CITIES AND TOWNS MEMBERSHIP FEE FOR FY 2012-2013

(1) 2010 Assessed Property Value	3,688,279,814	x .0000032	=	11,802.50
(2) 2011 Population Estimate	50,418	x .21	=	10,461.74
(3) 2011 Sales Tax Revenue	8,525,074	x .00090	=	7,672.57
	Calculated Total			29,936.80

Total 2012-2013 Membership Fee 29,936.80

MEMBERSHIP FEE IS DUE AND PAYABLE **JULY 1, 2012**. MEMBERSHIP FEE WILL BE CONSIDERED PAST DUE AFTER **SEPTEMBER 1, 2012**. PLEASE BE AWARE THAT MEMBERSHIP IS REQUIRED TO PARTICIPATE AS A VOTING DELEGATE AT THE ANNUAL CONVENTION, **SEPTEMBER 12-14, 2012**.

**Population Estimate, Sales Tax Revenue and Assessed Property Value Data provided by Utah State Tax Commission and are the data used for sales tax distribution.*

REFERENCE	INVOICE NO	INV DATE	PO NUMBER	INVOICE AMOUNT	NET AMOUNT PAID
membership fee- FY 2013-2014	FY 2013-2014	3/25/2013		\$30,814.20	\$30,814.20
				\$30,814.20	\$30,814.20

CITY OF SOUTH JORDAN
 GENERAL ACCOUNT
 1600 WEST TOWNE CENTER DRIVE
 SOUTH JORDAN, UT 84098

FIRST FIRST NATIONAL BANK
 1625 SOUTH BARRING CENTER
 SOUTH JORDAN, UT 84098

182237

DATE	4 / 5 / 2 0 1 3
AMOUNT	** \$ 3 0 , 8 1 4 . 2 0

PAY Thirty Thousand Eight Hundred Fourteen Dollars and 20 Cents

TO THE ORDER OF Utah League of Cities & Towns
 50 South 600 East, Ste 150
 Salt Lake City UT 84102

VAB



March 25, 2013

The City of South Jordan

UTAH LEAGUE OF CITIES AND TOWNS MEMBERSHIP FEE FOR FY 2013-2014

(1) 2011 Assessed Property Value	3,542,968,490	x .0000032	=	11,337.50
(2) 2012 Population Estimate	51,377	x .20	=	10,660.73
(3) 2012 Sales Tax Revenue	9,279,976	x .00095	=	8,815.98
Calculated Total				30,814.20

Total 2013-2014 Membership Fee 30,814.20

MEMBERSHIP FEE IS DUE AND PAYABLE **JULY 1, 2013**. MEMBERSHIP FEE WILL BE CONSIDERED PAST DUE AFTER **SEPTEMBER 1, 2013**. PLEASE BE AWARE THAT MEMBERSHIP IS REQUIRED TO PARTICIPATE AS A VOTING DELEGATE AT THE ANNUAL CONVENTION, **SEPTEMBER 11-13, 2013**.

**Population Estimate, Sales Tax Revenue and Assessed Property Value Data provided by Utah State Tax Commission and is the data used for sales tax distribution.*



1000 110 43021



PHONE 801-328-1601
FAX 801-531-1872
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KENNETH H. BULLOCK

OVER 100 YEARS
OF SERVICE TO
UTAH'S MUNICIPALITIES

MEMBER
NATIONAL LEAGUE OF CITIES

RECEIVED

APR - 2 2013

**South Jordan City
City Records Office**

TO: Recorders, Clerks, Finance Directors, Treasurers,
 Administrators

FROM: Councilmember Carlton Christensen, Salt Lake City,
 ULCT President
 Kenneth H. Bullock, Executive Director

DATE: March 26, 2013

SUBJECT: 2013-2014 Dues

Enclosed is the 2013-2014 membership dues invoice for your city. The dues formula has changed slightly and is based on population, sales tax and assessed value data for your community provided by the Utah Tax Commission. The calculations were made using the most current data available (2011 assessed property value, 2012 population estimate, and 2012 sales tax revenue).

Also, listed below are the dates and fees for the FY 2013-2014 Utah League of Cities and Towns conferences.

Annual Conference <i>(September 11-13, 2013)</i>	\$340
Local Officials Day <i>(January 29, 2014)</i>	\$75
Mid-Year Conference <i>(April 9-11, 2014)</i>	\$240
Road School <i>(April 22-25, 2014)</i>	\$190
Newly Elected Officials Training <i>(Nov.-Jan.)</i>	\$45

We hope this information is useful in your budgeting process. If we can help in any way, please feel free to call.





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KENNETH H. BULLOCK

OVER 100 YEARS
OF SERVICE TO
UTAH'S MUNICIPALITIES

MEMBER
NATIONAL LEAGUE OF CITIES

March 27, 2013

Dear colleagues,

As spring dawns over Utah, we are excited about our upcoming conferences in sunny St. George. It has been a tremendous year for the Utah League of Cities and Towns and we appreciate the opportunity to serve Utah municipalites. Since we last convened at Midyear, ULCT has successfully conducted many trainings, conferences, & projects on your behalf, including the following:

Spring:

- Midyear Conference in St. George with 461 attendees from 108 cities & towns
 - Keynote: Sam Donaldson
- Survey: 80% of attendees rated the conference as good or excellent
- Road School in St. George, with 316 public works staffers from 97 cities & towns

Summer:

- 6 land use trainings with over 100 attendees, including mayors, council members, planning commissioners, and economic development directors
 - St. George
 - South Ogden
 - Cedar City
 - Coalville
 - Randolph
 - Tooele

Fall:

- Annual Convention in Salt Lake with 618 attendees from 160 cities & towns
 - Keynotes and entertainment: George Will and Frank Caliendo
 - Survey: 96% of attendees rated the Convention as good or excellent
 - Land Use or appeal authority trainings in:
 - South Weber
 - Cedar Hills
 - Payson
 - Brigham City
 - Salt Lake City (Annual Convention)

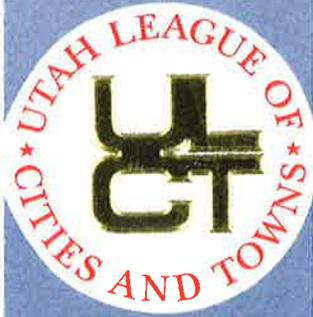
Winter:

- Daily tracking, notification, and other outreach for cities at the Legislature
- Local Officials Day at the Capitol
 - 722 city officials and youth city council members 90 from cities & towns
 - Luncheon: ULCT-style Jeopardy!
 - Survey: 96% of attendees rated the youth portion as good or excellent
- Published ULCT Directory, 2013 Legislative Wrap Up, & Land Use Training Handbook

Year-round:

- Legislative Policy Committee meetings where over 100 city officials gather monthly to discuss local, state, & federal policy that impacts cities





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KENNETH H. BULLOCK

OVER 100 YEARS
OF SERVICE TO
UTAH'S MUNICIPALITIES

MEMBER
NATIONAL LEAGUE OF CITIES

- ULCT's news videos that are "telling the story" of city accomplishments and providing legislative updates
 - Cities featured: LaVerkin, Salt Lake City, Sandy, South Jordan, Washington
 - Won a "Telly" award for film & video production for "Fire School 101"
- Regular meetings with land use professionals, water lawyers, and the Land Use Task Force to work on land use & water issues before the legislative session
- Regular meetings with the congressional delegation, governor's office, county and council of governments, and other governing bodies
- Co-sponsor and participant in several Utah Land Use Institute trainings
- Monthly correspondence on ULCT website with the congressional delegation
- Maintain a financial database where we collect & analyze city/town finance data
- Resource for questions from city officials about land use, governance, budgeting, planning, legislation, communication, and the economy
- Surveys on Municipal Fiscal Conditions, public policy, and other topics

The aforementioned list is not exhaustive, but provides a glimpse into a productive and successful year. In 2013-2014, we will continue to provide the services, resources, and counsel that help you lead your community. We recognize that though the economy is improving, your city and town still faces tough financial decisions. As such, we appreciate your continued support and we pledge to continue providing such services, resources, and counsel in a cost-efficient manner. Please contact me at any time with suggestions, concerns, or questions. On behalf of the ULCT staff, we look forward to continuing to serve you.

Sincerely,

Kenneth H. Bullock
ULCT Executive Director
801-328-1601 kbullock@ulct.org

Carlton Christensen
Council Member, Salt Lake City
ULCT President

Caitlin Gochnour
Council Member, Ogden City
ULCT 1st Vice President

John Curtis
Mayor, Provo City
ULCT 2nd Vice President

Scott Harbertson
Mayor, Farmington
ULCT Immediate Past President

JoAnn Seghini
Mayor, Midvale City
ULCT Treasurer



REFERENCE	INVOICE NO	INV DATE	PO NUMBER	INVOICE AMOUNT	NET AMOUNT PAID
Annual Membership Dues	04142014	4/14/2014		\$33,472.56	\$33,472.56
				\$33,472.56	\$33,472.56

CITY OF SOUTH JORDAN
 GENERAL ACCOUNT
 1600 WEST TOWNE CENTER DRIVE
 SOUTH JORDAN, UT 84096

FIRST FIRST NATIONAL BANK
 1610 SOUTH HARRISON CENTER
 1630 W SOUTH JORDAN BLVD
 S JORDAN, UT 84088

190121

DATE: 4/25/2014
 AMOUNT: **\$33,472.56

PAY Thirty Three Thousand Four Hundred Seventy Two Dollars and 56 Cents

TO THE ORDER OF Utah League of Cities & Towns
 50 South 600 East, Ste 150
 Salt Lake City UT 84102

Boyd Whittaker

April 17, 2014

Dear colleagues,

As spring dawns over Utah, we are excited about the year to come for Utah's cities and towns. This past year has been tremendous for the Utah League of Cities and Towns and we appreciate the opportunity to serve Utah municipalities. Over the last year the ULCT has successfully conducted many trainings, conferences, & projects on your behalf, including the following:

Spring:

- Midyear Conference (St. George) with 470 attendees from over 100 cities & towns
 - Keynotes: Jonah Berger, Natalie Gochnour, and Jonathan Wilcox
- Road School (St. George) with 316 public works staffers from 97 cities & towns

Summer:

- Several land use trainings with over 100 attendees, including mayors, council members, planning commissioners, and economic development directors, some include:
 - Moab
 - Pleasant View
 - Alpine
 - Smithfield
 - Blanding
 - Monticello

Fall:

- Annual Convention in Salt Lake City with over 650 attendees from 160 cities & towns
 - Keynotes and entertainment: Steve Forbes and The Beach Boys
 - Survey: 84% of attendees rated the Convention as good or excellent
 - Land Use or appeal authority trainings in:
 - Brian Head
 - Kamas
 - St. George
 - Toquerville
 - Fillmore

Winter:

- Newly Elected Officials Training for several hundred newly elected mayors and council members in:
 - Logan
 - Cedar City
 - Ephraim
 - Provo
 - Salt Lake City



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ANDY BEERMAN
COUNCIL MEMBER, PARK CITY

MARGARET BLACK
COUNCIL MEMBER, OREM

GARY CYGI
MAYOR, CEDAR HILLS

STEVE HIATT
MAYOR, KAYSVILLE

KYLE LAMALFA
COUNCIL MEMBER, SALT LAKE CITY

SONJA NORTON
MAYOR, VERNAL

JIM ORTLER
COUNCIL MEMBER, BRIAN HEAD

STEVE PRUDEN
COUNCIL MEMBER, TODELE

DAVE SARRISON
MAYOR, MOAB

JAMES YOUNG
COUNCIL MEMBER, FARMINGTON

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PRESIDENT

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UTAH MUNICIPAL CLERKS ASSOC.
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TREASURER
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MAYOR, MIDVALE

EXECUTIVE DIRECTOR
KENNETH H. BULLOCK

OVER 100 YEARS
OF SERVICE TO
UTAH'S MUNICIPALITIES

MEMBER
NATIONAL LEAGUE OF CITIES

(Continued on reverse)





✓4/24
Annual membership dues

100011043021

April 14, 2014

The City of South Jordan

UTAH LEAGUE OF CITIES AND TOWNS MEMBERSHIP FEE FOR FY 2014-2015

(1) 2011 Assessed Property Value	3,542,968,490	x .0000034	= \$	12,046.09
(2) 2013 Population Estimate	55,934	x .21	= \$	11,746.14
(3) 2013 Sales Tax Revenue	9,877,887	x .00098	= \$	9,680.33

Calculated Total \$ \$33,472.56

Total 2014-2015 Membership Fee \$ **\$33,472.56**

MEMBERSHIP FEE IS DUE AND PAYABLE **JULY 1, 2014**. MEMBERSHIP FEE WILL BE CONSIDERED PAST DUE AFTER **SEPTEMBER 1, 2014**. PLEASE BE AWARE THAT MEMBERSHIP IS REQUIRED TO PARTICIPATE AS A VOTING DELEGATE AT THE ANNUAL CONVENTION, **SEPTEMBER 10-12, 2014**.

**Population Estimate, Sales Tax Revenue and Assessed Property Value Data provided by Utah State Tax Commission and is the data used for sales tax distribution.*

April 17, 2014

Dear colleagues,

As spring dawns over Utah, we are excited about the year to come for Utah's cities and towns. This past year has been tremendous for the Utah League of Cities and Towns and we appreciate the opportunity to serve Utah municipalities. Over the last year the ULCT has successfully conducted many trainings, conferences, & projects on your behalf, including the following:

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GARY CYGI
MAYOR, CEDAR HILLS

STEVE HIATT
MAYOR, KAYSVILLE

KYLE LAMALFA
COUNCIL MEMBER, SALT LAKE CITY

SONJA NORTON
MAYOR, VERNAL

JIM ORTLER
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EXECUTIVE DIRECTOR
KENNETH H. BULLOCK

OVER 100 YEARS
OF SERVICE TO
UTAH'S MUNICIPALITIES

MEMBER
NATIONAL LEAGUE OF CITIES

(Continued on reverse)

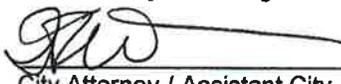
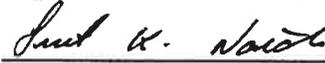


Contract Review and Approval

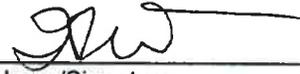
Contract Title/Description: Agreement for Professional Legislative Lobbying and Consulting Services.

Contractor/Vendor: RICHARD D. MCMULLIN
Contract Begin Date: JANUARY 1, 2013
Contract End Date: DECEMBER 31, 2013
Account Number: 1000-110-43032
Available Budget: \$8,000.00
Contract Price: \$5,000.00

Approved as to:

Content:  22 January 2013
Owner / Project Manager (Date)
Form:  1.22.13
City Attorney / Assistant City Attorney (Date)
Budget:  1-22-13
Finance Officer (Date)

Service Group Authorization:

Department Director:  1.22.13
Name/Signature (Date)
ACM:  1.22.13
Name/Signature (Date)

Original Received:

City Recorder:  1-22-2013
Name/Signature (Date)

Contract Number: 2013-0005

AN AGREEMENT FOR PROFESSIONAL
LEGISLATIVE LOBBYING AND CONSULTING SERVICES BETWEEN
SOUTH JORDAN CITY
AND
RICHARD D. McMULLIN.

THIS AGREEMENT (“Agreement”) is made and entered into this 22nd day of January, 2013, by and between SOUTH JORDAN CITY, a Utah municipal corporation (hereinafter referred to as “City”), and RICHARD D. McMULLIN, (hereinafter referred to as “Consultant”).

City and Consultant agree as follows:

1. **RETENTION AS LEGISLATIVE CONSULTANT**

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

2. **DESCRIPTION OF SERVICES (“Services”)**

Consultant shall provide City the following Services:

Task 1: Research and Issue Development:

Consultant shall work with City to ensure all proactive or reactive research is completed to further the goals of City related to education and the Jordan School District.

Task 2: Meeting Attendance:

Consultant shall be available and attend any meetings requested by City relating to the work to be performed by Consultant pursuant to this Agreement.

Task 3: Legislature:

- a. Consultant shall work on developing a proactive legislative program; meetings with legislators will be set up to improve relationships, educate legislators and to build the necessary legislative coalitions.

- b. Consultant shall set up meetings with other lobby entities or groups to either attempt to diffuse negative legislation or to build a broader coalition.
- c. Consultant shall identify and work with City to identify legislation designated important to City and regularly monitor and report any information regarding such legislation.

Task 4: Personal Relationships:

Consultant shall develop and utilize personal relationships developed with the State administration, the Legislature, other governmental agencies and officials, and private entities and individuals, to benefit City.

Task 5: Communications:

Consultant shall appropriately and timely share information and educate the Legislature, the State administration, other governmental agencies and officials, private entities and individuals to fulfill responsibilities and earn the support for the positions and initiatives of City.

Task 6: Communications with City Staff:

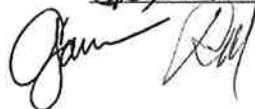
Consultant shall provide regular electronic updates to City. Additionally, when timing is critical, real-time written or verbal updates and requests will be made. At critical junctures and where immediate action is required, Consultant shall make immediate contact, assess issues and make recommendations.

3. **TERM OF AGREEMENT**

The Services to be performed under this Agreement shall commence January 1, 2013 and shall continue until December 31, 2013.

4. **COMPENSATION**

The total compensation payable to Consultant by City for the Services described in paragraph 2, "Description of Services," shall not exceed \$5,000.00.



5. **PROGRESS AND COMPLETION**

Consultant will perform the Services with reasonable diligence and expediency consistent with sound professional practices.

6. **OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports, and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Consultant.

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

This Agreement is for professional services, which are personal services to City. Richard D. McMullin shall perform the Services for Consultant. This Agreement is not assignable by Consultant without City's prior written consent.

8. **RELATIONSHIP OF THE PARTIES**

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

9. **TERMINATION BY CITY**

The City, by notifying Consultant in writing, may upon ten (10) calendar days' notice, terminate any portion or all of the Services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of winding up the Services. All compensation for actual Services performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) calendar days following submission of final statement by Consultant.

10. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for

compensation to Consultant for all Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check.

However, approval or payment by City shall neither constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents, and Consultants for the accuracy and competency of the information provided and/or work responsibility or liability by City for any defect or error in Services provided by Consultant, its employees, subcontractors, agents, and consultants.

11. GOVERNING LAW

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

12. CAPTIONS

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

13. AUTHORIZATION

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

14. ENTIRE AGREEMENT BETWEEN PARTIES

This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of Services, and contains all of the covenants and agreements between the parties with respect to the Services. Any modifications of this Agreement shall be effective only if in writing and signed by the parties.

15. **PARTIAL INVALIDITY**

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

16. **NOTICES**

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

TO CITY: Attention: City Manager
City of South Jordan
1600 West Towne Center Drive
South Jordan, UT 84095

TO CONSULTANT: Richard D. McMullin
10655 North Larson Avenue
Highland, UT 84003-9233

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first written above.

SOUTH JORDAN CITY:



Name: John H. Geilmann, J.D.

Title: City Manager

STATE OF Utah
COUNTY OF Salt Lake

Sworn to (or affirmed) and subscribed before me
This 22 day of January, 2013,
by John H. Geilmann + Richard D. McMullin

 Melanie Edwards
Notary Public Signature Notary Name

Personally Known OR

Type of Identification Produced _____

CONSULTANT:



Name: Richard D. McMullin

Title: Legislative Consultant



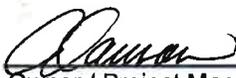
- Copy for City Recorder
- Copy for City Attorney
- Copy for Consultant

Contract Review and Approval

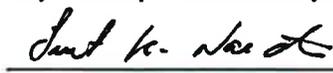
Contract Title/Description: Agreement for Professional Legislative Lobbying and Consulting Services

Contractor/Vendor: Richard D. McMullin
Contract Begin Date: January 1, 2014
Contract End Date: December 31, 2014
Account Number: 1000-110-43030
Available Budget: \$5,000.00
Contract Price: \$5,000.00

Approved as to:

Content:  January 14, 2014
Owner / Project Manager (Date)

Form:  1/14/14
City Attorney / Assistant City Attorney (Date)

Budget:  1/14/14
Finance Officer (Date)

Service Group Authorization:

Department Director: _____
Name/Signature (Date)

ACM:  1.14.14
Name/Signature (Date)

Original Received:

City Recorder:  1-15-2014
Name/Signature (Date)

SJC Contract Number: 2014 - 0004
SJC Contract No. assigned

AN AGREEMENT FOR PROFESSIONAL
LEGISLATIVE LOBBYING AND CONSULTING SERVICES BETWEEN
SOUTH JORDAN CITY
AND
RICHARD D. McMULLIN.

THIS AGREEMENT (“Agreement”) is made and entered into this 15th day of January, 2014, by and between SOUTH JORDAN CITY, a Utah municipal corporation (hereinafter referred to as “City”), and RICHARD D. McMULLIN, (hereinafter referred to as “Consultant”).

City and Consultant agree as follows:

1. RETENTION AS LEGISLATIVE CONSULTANT

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

2. DESCRIPTION OF SERVICES (“Services”)

Consultant shall provide City the following Services:

Task 1: Research and Issue Development:

Consultant shall work with City to ensure all proactive or reactive research is completed to further the goals of City related to education and the Jordan School District.

Task 2: Meeting Attendance:

Consultant shall be available and attend any meetings requested by City relating to the work to be performed by Consultant pursuant to this Agreement.

Task 3: Legislature:

-
- a. ~~Consultant shall work on developing a proactive legislative program;~~ meetings with legislators will be set up to improve relationships, educate legislators and to build the necessary legislative coalitions.

- b. Consultant shall set up meetings with other lobby entities or groups to either attempt to diffuse negative legislation or to build a broader coalition.
- c. Consultant shall identify and work with City to identify legislation designated important to City and regularly monitor and report any information regarding such legislation.

Task 4: Personal Relationships:

Consultant shall develop and utilize personal relationships developed with the State administration, the Legislature, other governmental agencies and officials, and private entities and individuals, to benefit City.

Task 5: Communications:

Consultant shall appropriately and timely share information and educate the Legislature, the State administration, other governmental agencies and officials, private entities and individuals to fulfill responsibilities and earn the support for the positions and initiatives of City.

Task 6: Communications with City Staff:

Consultant shall provide regular electronic updates to City. Additionally, when timing is critical, real-time written or verbal updates and requests will be made. At critical junctures and where immediate action is required, Consultant shall make immediate contact, assess issues and make recommendations.

3. TERM OF AGREEMENT

The Services to be performed under this Agreement shall commence January 1, 2014 and shall continue until December 31, 2014.

4. COMPENSATION

The total compensation payable to Consultant by City for the Services described in paragraph 2, "*Description of Services*," shall not exceed \$5,000.00.

5. **PROGRESS AND COMPLETION**

Consultant will perform the Services with reasonable diligence and expediency consistent with sound professional practices.

6. **OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports, and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Consultant.

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

This Agreement is for professional services, which are personal services to City. Richard D. McMullin shall perform the Services for Consultant. This Agreement is not assignable by Consultant without City's prior written consent.

8. **RELATIONSHIP OF THE PARTIES**

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

9. **TERMINATION BY CITY**

The City, by notifying Consultant in writing, may upon ten (10) calendar days' notice, terminate any portion or all of the Services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of winding up the Services. All compensation for actual Services performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) calendar days following submission of final statement by Consultant.

10. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for

compensation to Consultant for all Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check.

However, approval or payment by City shall neither constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents, and Consultants for the accuracy and competency of the information provided and/or work responsibility or liability by City for any defect or error in Services provided by Consultant, its employees, subcontractors, agents, and consultants.

11. GOVERNING LAW

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

12. CAPTIONS

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

13. AUTHORIZATION

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

14. ENTIRE AGREEMENT BETWEEN PARTIES

This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of Services, and contains all of the covenants and agreements between the parties with respect to the Services. Any modifications of this Agreement shall be effective only if in writing and signed by the parties.

15. **PARTIAL INVALIDITY**

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

16. **NOTICES**

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

TO CITY: Attention: City Manager
 City of South Jordan
 1600 West Towne Center Drive
 South Jordan, UT 84095

TO CONSULTANT: Richard D. McMullin
 10655 North Larson Avenue
 Highland, UT 84003-9233

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first written above.

SOUTH JORDAN CITY:



Name: Gary L. Whatcott

Title: Interim City Manager

CONSULTANT:



Name: Richard D. McMullin

Title: Legislative Consultant

Copy for City Recorder
 Copy for City Attorney
 Copy for Consultant

AN AGREEMENT FOR PROFESSIONAL
LEGISLATIVE LOBBYING AND CONSULTING SERVICES BETWEEN

SOUTH JORDAN CITY
AND
CAPSTONE STRATEGIES, LLC.

THIS AGREEMENT (“Agreement”) is made and entered into this 17th day of July, 2013, by and between SOUTH JORDAN CITY, a Utah municipal corporation (hereinafter referred to as “City”), and CAPSTONE STRATEGIES, LLC. (hereinafter referred to as “Consultant”).

City and Consultant agree as follows:

1. **RETENTION AS CONSULTANT**

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

2. **DESCRIPTION OF SERVICES (“Services”)**

Consultant shall provide City the following Services:

Task 1: Research and Issue Development:

Consultant shall work with City to ensure all proactive or reactive research is completed to further the goals of City

Task 2: Meeting Attendance:

Consultant shall be available and attend any meetings requested by City relating to the work to be performed by Consultant pursuant to this Agreement.

Task 3: Legislature:

- a. Consultant shall work on developing a proactive legislative program; meetings with legislators will be set up to improve relationships, educate legislators and to build the necessary legislative coalitions.
- b. Consultant shall set up meetings with other lobby entities or groups to either attempt to diffuse negative legislation or to build a broader coalition.

- c. Consultant shall identify and work with City to identify legislation designated important to City and regularly monitor and report any information regarding such legislation.

Task 4: Personal Relationships:

Consultant shall develop and utilize personal relationships developed with the State administration, the Legislature, other governmental agencies and officials, and private entities and individuals, to benefit City.

Task 5: Communications:

Consultant shall appropriately and timely share information and educate the Legislature, the State administration, other governmental agencies and officials, private entities and individuals to fulfill responsibilities and earn the support for the positions and initiatives of City.

Task 6: Communications with City Staff:

Consultant shall provide regular electronic updates to City. Additionally, when timing is critical, real-time written or verbal updates and requests will be made. At critical junctures and where immediate action is required, Consultant shall make immediate contact, assess issues and make recommendations.

3. TERM OF AGREEMENT

The Services to be performed under this Agreement shall commence July 1, 2013 and shall continue until June 30, 2014.

4. COMPENSATION

The total compensation payable to Consultant by City for the Services described in paragraph 2, "*Description of Services*," shall not exceed the sum proposed for compensation as indicated in the Consultant's proposal (attached as Exhibit A). Payments shall be made as proposed in Consultant's proposal.

5. PROGRESS AND COMPLETION

Consultant will perform the Services with reasonable diligence and expediency consistent with sound professional practices.

6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports, and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Consultant.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This Agreement is for professional services, which are personal services to City. David J. Spatafore shall perform the Services for Consultant. This Agreement is not assignable by Consultant without City's prior written consent.

8. RELATIONSHIP OF THE PARTIES

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

9. TERMINATION BY CITY

The City, by notifying Consultant in writing, may upon ten (10) calendar days' notice, terminate any portion or all of the Services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of winding up the Services. All compensation for actual Services performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) calendar days following submission of final statement by Consultant.

10. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to Consultant for all Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall neither constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents, and Consultants for the accuracy and competency of the information provided and/or work responsibility or liability by City for any defect or error in Services provided by Consultant, its employees, subcontractors, agents, and consultants.

11. **GOVERNING LAW**

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

12. **CAPTIONS**

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

13. **AUTHORIZATION**

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

14. **ENTIRE AGREEMENT BETWEEN PARTIES**

This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of Services, and contains all of the covenants and agreements between the parties with respect to the Services. Any modifications of this Agreement shall be effective only if in writing and signed by the parties.

15. **PARTIAL INVALIDITY**

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

16. **NOTICES**

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

TO CITY: South Jordan City Attorney
 I. Robert Wall
 1600 West Towne Center Drive
 South Jordan, UT 84095

TO CONSULTANT: Capstone Strategies, LLC.
 David J. Spatafore
 1122 Gilmer Drive
 Salt Lake City, UT 84105-1508

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first written above.

SOUTH JORDAN CITY:

Robert Wall / for I.H.G.
Name: Robert Wall
Title: General Counsel / Asst. City Mgr.

CONSULTANT:

David Spatafore
Name: DAVID SPATAFORE
Title: CONSULTANT

- ORIGINAL*
 Copy for City Recorder
 Copy of City Attorney
 Copy for Consultant

State of Utah)
 §
County of)

On this 16 day of July, in the year 2013, before me,
Tammy Bradford a notary public, personally appeared,
David Spatafore proved on the basis of satisfactory evidence to be the
person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they)
executed the same. Witness my hand and official seal.

Tammy Bradford
NOTARY PUBLIC



Exhibit "A"

CAPSTONE STRATEGIES, LLC. LEGISLATIVE CONTRACT CITY OF SOUTH JORDAN

Project Administration & Issue Development

As the lobbyist for the City of South Jordan I would recommend services to include, but not limited to:

- Research and issue development – I will work with the City to ensure and all proactive or reactive research is completed to further the goals of the City.
- Meeting attendance – I will be available and attend any meetings requested by the City relating to the legislative needs of South Jordan.
- Meetings – In developing a proactive legislative program, meetings with legislators will be set up to improve relationships, educate legislators and to build the necessary legislative coalitions.
- Meetings – when necessary, meetings will be set up with other lobby entities or groups to either attempt to diffuse negative legislation or to build a broader coalition.
- Monitor legislation – I will monitor legislation designated important by the City of South Jordan and regularly report any information regarding it.
- Personal relationships – I will utilize the personal relationships we have developed with the state administration and legislators to benefit South Jordan.
- Communications – I will share information and educate the legislature as we fulfill our responsibility and earn the support for the legislative positions of South Jordan.
- Communications – I will provide regular electronic updates to the City. Additionally, when timing is critical, real-time written or verbal updates and requests will be made. At those critical junctures and immediate action is required, immediate contact will be made, issues will be assessed and recommendations will be made.

Exhibit "A"

Compensation

In order to facilitate this legislative relationship, I would recommend an annual contract for \$48,000 between the City of South Jordan and Capstone Strategies beginning July 1, 2013 payable in monthly installments of \$4,000.00 upon receiving an electronic invoice.

John Geilmann
City Manager

David Spatafore
Capstone Strategies, LLC

Contract Review and Approval

Contract Title/Description: Professional Legislative Lobbying and Consulting Services.

Contractor/Vendor: CAPSTONE STRATEGIES, LLC.
Contract Begin Date: JULY 1, 2012
Contract End Date: JUNE 30, 2013
Account Number: 1000 110 43032
Available Budget: \$48,000
Contract Price: \$48,000

Approved as to:

Content: Dawson 26 June 2012
Owner / Project Manager (Date)
Form: [Signature] 6/26/12
City Attorney / Assistant City Attorney (Date)
Budget: [Signature] 6-26-12
Finance Officer (Date)

Service Group Authorization:

Department Director: _____
Name/Signature (Date)
ACM: [Signature] 6/26/12
Name/Signature (Date)

Original Received:

City Recorder: [Signature] 6/28/2012
Name/Signature (Date)

Contract Number: 2012 - 0077

AN AGREEMENT FOR PROFESSIONAL
LEGISLATIVE LOBBYING AND CONSULTING SERVICES BETWEEN
SOUTH JORDAN CITY
AND
CAPSTONE STRATEGIES, LLC.

THIS AGREEMENT (“Agreement”) is entered into this 28 day of June, 2012, by and between SOUTH JORDAN CITY, a Utah municipal corporation (“City”), and CAPSTONE STRATEGIES, LLC (“Consultant”). City and Consultant agree as follows:

1. **RETENTION AS CONSULTANT**

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

2. **DESCRIPTION OF SERVICES (“Services”)**

Consultant shall provide City the following Services:

Task 1: Research and Issue Development

Consultant shall work with City to ensure all proactive or reactive research is completed to further the goals of City

Task 2: Meeting Attendance

Consultant shall be available and attend any meetings requested by City relating to the work to be performed by Consultant pursuant to this Agreement.

Task 3: Legislature

- a. Legislative Program: Consultant shall work on developing a proactive legislative program; meetings with legislators shall be set up to improve relationships, educate legislators and to build the necessary legislative coalitions.
- b. Meetings: Consultant shall set up meetings with other lobby entities or groups to attempt to diffuse negative legislation and/or to build a broader coalition.

- c. Monitor Legislation: Consultant shall identify and work with City to identify, legislation designated important to City and regularly monitor and report any information regarding such legislation.

Task 4: Personal Relationships

Consultant shall develop and utilize personal relationships developed with the State administration, the Legislature, other governmental agencies and officials, and private entities and individuals, to benefit City.

Task 5: Communications

Consultant shall appropriately and timely share information and educate the Legislature, the State administration, other governmental agencies and officials, private entities and individuals to fulfill responsibilities and earn the support for the positions and initiatives of City.

Task 6: Communications with City Staff

Consultant shall provide regular electronic updates to City. Additionally, when timing is critical, real-time written or verbal updates and requests shall be made. At critical junctures and where immediate action is required, Consultant shall make immediate contact, assess issues and make recommendations.

3. TERM OF AGREEMENT

The Services to be performed under this Agreement shall commence July 1, 2012 and shall continue until June 30, 2013.

4. COMPENSATION

The total compensation payable to Consultant by City for the Services described in this agreement shall not exceed the sum proposed for compensation as indicated in the Consultant's proposal (attached as Exhibit 1). Payments shall be made as proposed in Consultant's proposal.

5. PROGRESS AND COMPLETION

Consultant shall perform the Services with reasonable diligence and expediency consistent with sound professional practices.

6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports, and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Consultant.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This Agreement is for professional services, which are personal services to City. David J. Spatafore shall perform the Services for Consultant. This Agreement is not assignable by Consultant without City's prior written consent.

8. RELATIONSHIP OF THE PARTIES

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

9. TERMINATION BY CITY

The City, by notifying Consultant in writing, may upon ten (10) calendar days' notice, terminate any portion or all of the Services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of winding up the Services. All compensation for actual Services performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) calendar days following submission of final statement by Consultant.

10. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to Consultant for all Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check.

However, approval or payment by City shall neither constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents, and Consultants for the accuracy and competency of the

information provided and/or work responsibility or liability by City for any defect or error in Services provided by Consultant, its employees, subcontractors, agents, and consultants.

11. **GOVERNING LAW**

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

12. **CAPTIONS**

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

13. **AUTHORIZATION**

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

14. **ENTIRE AGREEMENT BETWEEN PARTIES**

This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of Services, and contains all of the covenants and agreements between the parties with respect to the Services. Any modifications of this Agreement shall be effective only if in writing and signed by the parties.

15. **PARTIAL INVALIDITY**

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

16. **NOTICES**

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

TO CITY: South Jordan City Attorney
1600 West Towne Center Drive
South Jordan, UT 84095

TO CONSULTANT: Capstone Strategies, LLC.
David J. Spatafore
1122 Gilmer Drive
Salt Lake City, UT 84105-1508

SOUTH JORDAN CITY:

John H. Geilmann
Name: John H. Geilmann
Title: City Manager

CONSULTANT:

David J. Spatafore
Name: David J. Spatafore
Title: President

Approved as to form:

David J. Spatafore
Assistant City Attorney Notary for Consultant
State of Utah)
County of Salt Lake : ss)

On this 28 day of June 2012,
personally appeared before me David J. Spatafore,
whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who
affirmed that he/she is the President of Capstone Strategies LLC
a limited liability company, by authority of its members or its articles of organization, and he/she
acknowledged to me that said limited liability company executed the same.

Tammy Bradford
Notary Public

- Copy for City Recorder
- Copy of City Attorney
- Copy for Consultant

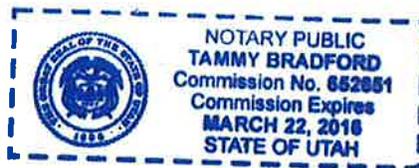


EXHIBIT #1

CAPSTONE STRATEGIES, LLC. LEGISLATIVE CONTRACT CITY OF SOUTH JORDAN

Project Administration & Issue Development

As the lobbyist for the City of South Jordan I would recommend services to include, but not limited to:

- Research and issue development – I will work with the City to ensure and all proactive or reactive research is completed to further the goals of the City.
- Meeting attendance – I will be available and attend any meetings requested by the City relating to the legislative needs of South Jordan.
- Meetings – In developing a proactive legislative program, meetings with legislators will be set up to improve relationships, educate legislators and to build the necessary legislative coalitions.
- Meetings – when necessary, meetings will be set up with other lobby entities or groups to either attempt to diffuse negative legislation or to build a broader coalition.
- Monitor legislation – I will monitor legislation designated important by the City of South Jordan and regularly report any information regarding it.
- Personal relationships – I will utilize the personal relationships we have developed with the state administration and legislators to benefit South Jordan.
- Communications – I will share information and educate the legislature as we fulfill our responsibility and earn the support for the legislative positions of South Jordan.
- Communications – I will provide regular electronic updates to the City. Additionally, when timing is critical, real-time written or verbal updates and requests will be made. At those critical junctures and immediate action is required, immediate contact will be made, issues will be assessed and recommendations will be made.

Compensation

In order to facilitate this legislative relationship, I would recommend an annual contract for \$48,000 between the City of South Jordan and Capstone Strategies beginning July 1, 2012 payable in monthly installments of \$4,000.00 upon receiving an electronic invoice.

John Geilmann
City Manager

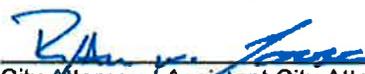
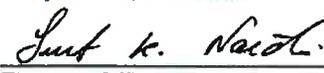
David Spatafore
Capstone Strategies, LLC

Contract Review and Approval

Contract Title/Description: Agreement for Professional Legislative Lobbying and Consulting Services

Contractor/Vendor: Capstone Strategies, LLC. / David J. Spatafore
Contract Begin Date: July 1, 2014
Contract End Date: June 30, 2015
Account Number: 1000-110-43032
Available Budget: \$65,000.00
Contract Price: \$60,000.00

Approved as to:

Content:  06/19/2014
Owner / Project Manager (Date)
Form:  6/24/14
City Attorney / Assistant City Attorney (Date)
Budget:  6/23/14
Finance Officer (Date)

~~Service Group~~ Authorization:

Department Director: _____
Name/Signature (Date)
ACM:  7.1.14
General Counsel Name/Signature (Date)

Original Received:

City Recorder:  7-2-2014
Name/Signature (Date)

SJC Contract Number: 2014-0069
SJC Contract No. assigned

AN AGREEMENT FOR PROFESSIONAL
LEGISLATIVE LOBBYING AND CONSULTING SERVICES BETWEEN

SOUTH JORDAN CITY
AND
CAPSTONE STRATEGIES, LLC.

THIS AGREEMENT (“Agreement”) is made and entered into effective this 1st day of July, 2014, by and between the City of South Jordan, a Utah municipal corporation (“City”), and CAPSTONE STRATEGIES, LLC. (“Consultant”).

City and Consultant agree as follows:

1. **RETENTION AS CONSULTANT**

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

2. **DESCRIPTION OF SERVICES (“Services”)**

Consultant shall provide City the following Services:

Task 1: Research and Issue Development:

Consultant shall work with City to ensure all proactive or reactive research is completed to establish, substantiate, and prioritize the positions and goals of City. Consultant will consult generally with City and participate in meetings and activities as requested by City.

Task 2: Governmental Relations:

Consultant shall attend and represent City with all governmental entities, as well as any meetings requested by City relating to the work to be performed by Consultant pursuant to this Agreement.

Task 3: Legislature:

- a. Consultant shall work on developing a proactive legislative program; meetings with the Governor, State legislators, and State administrators will be set up to improve relationships, educate legislators and to build the necessary legislative coalitions. Consultant shall represent City during the General legislative session, Interim sessions, and any Special Legislative sessions.

- b. Consultant shall set up meetings with other lobby entities or groups to either attempt to diffuse negative legislation or to build a broader coalition.
- c. Consultant shall identify and work with City to identify legislation designated important to City and regularly monitor and report any information regarding such legislation.

Task 4: Personal Relationships:

Consultant shall develop and utilize personal relationships developed with the State administration, the Legislature, other governmental agencies and officials, and private entities and individuals, to benefit City.

Task 5: Communications:

Consultant shall respond to all communication requests from City appropriately and timely; share information and educate the Legislature, the State administration, other governmental agencies and officials, private entities and individuals to fulfill responsibilities and earn the support for the positions and initiatives of City. Consultant shall also advise and aid in preparation of internal and external communications for City.

Task 6: Communications with City Staff:

Consultant shall provide regular electronic updates to City. Additionally, when timing is critical, real-time written or verbal updates and requests will be made. At critical junctures and where immediate action is required, Consultant shall make immediate contact, assess issues, and make recommendations.

Task 7: Special Projects:

Consultant shall from time to time be tasked with special or administrative projects designed to further the interests of City. Consultant shall participate and advise as needed on the projects as requested by City.

Task 8: Availability:

Consultant shall maintain general availability in order to respond to requests from City officials in a timely manner. Consultant shall prioritize responsibilities to ensure proper response and feedback for the required tasks

3. **TERM OF AGREEMENT**

The Services to be performed under this Agreement shall commence July 1, 2014 and shall continue until June 30, 2015.

4. **COMPENSATION**

The total compensation payable to Consultant by City for the Services described in paragraph 2, "*Description of Services*," shall not exceed the sum proposed for compensation as indicated in the Consultant's proposal, included as "Exhibit A". Payments shall be made as proposed in Consultant's proposal, included as "Exhibit A".

5. **PROGRESS AND COMPLETION**

Consultant will perform the Services with reasonable diligence and expediency consistent with sound professional practices.

6. **OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports, and other documentation, including duplication of same prepared by Consultant in the performance of these services ("Documents"), shall be the property of City. Within five (5) business day of termination of the Services pursuant to this Agreement, Consultant shall deliver to City, all Documents not previously delivered to City.

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

This Agreement is for professional services, which are personal services to City. David J. Spatafore shall perform the Services for Consultant. This Agreement is not assignable by Consultant without City's prior written consent.

8. **RELATIONSHIP OF THE PARTIES**

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

9. **TERMINATION BY CITY**

City, by notifying Consultant in writing, may upon ten (10) calendar days notice, terminate any portion or all of the Services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of winding up the Services. All compensation for actual Services performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) calendar days following submission of final statement by Consultant.

10. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to Consultant for all Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall neither constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents, and Consultants for the accuracy and competency of the information provided and/or work responsibility or liability by City for any defect or error in Services provided by Consultant, its employees, subcontractors, agents, and consultants.

11. GOVERNING LAW

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

12. CAPTIONS

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

13. AUTHORIZATION

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

14. ENTIRE AGREEMENT BETWEEN PARTIES

This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of Services, and contains all of the covenants and agreements between the parties with respect to the Services. Any modifications of this Agreement shall be effective only if in writing and signed by the parties.

15. PARTIAL INVALIDITY

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

16. NOTICES

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

TO CITY: ATTN: City Recorder
South Jordan City
1600 West Towne Center Drive
South Jordan, UT 84095

TO CONSULTANT: Capstone Strategies, LLC.
David J. Spatafore
1122 Gilmer Drive
Salt Lake City, UT 84105-1508

In concurrence with and in witness whereof, this Agreement has been executed by the parties effective on the date and year first written above.

SOUTH JORDAN CITY:



Gary L. Whatcott
City Manager



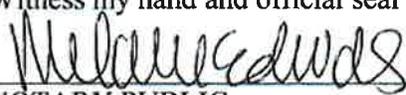
I. Robert Wall
General Counsel

State of Utah)
 : ss
County of Salt Lake)

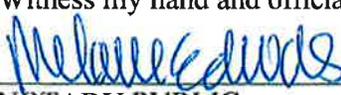
State of Utah)
 : ss
County of Salt Lake)

On this 2 day of July, in the year 2014, personally appeared before me, Gary L. Whatcott, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

On this 1 day of July, in the year 2014, personally appeared before me, I. Robert Wall, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

Witness my hand and official seal


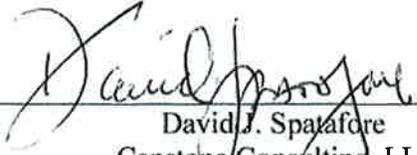
NOTARY PUBLIC

Witness my hand and official seal


NOTARY PUBLIC



CONSULTANT:

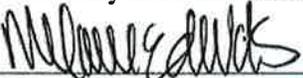


David J. Spatafore
Capstone Consulting, LLC.

State of Utah)
 : ss
County of Salt Lake)

On this 26 day of June, in the year 2014, personally appeared before me, David J. Spatafore, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

Witness my hand and official seal



NOTARY PUBLIC



Exhibit "A"

CAPSTONE STRATEGIES, LLC. LEGISLATIVE CONTRACT CITY OF SOUTH JORDAN

Project Administration & Issue Development

As the lobbyist for the City of South Jordan I would recommend services to include, but not limited to:

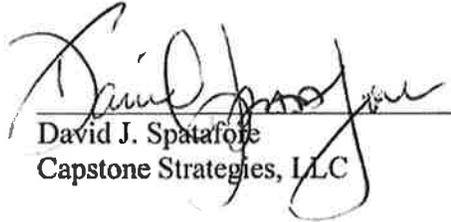
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- Meetings – In developing a proactive legislative program, meetings with legislators will be set up to improve relationships, educate legislators and to build the necessary legislative coalitions.
- Meetings – when necessary, meetings will be set up with other lobby entities or groups to either attempt to diffuse negative legislation or to build a broader coalition.
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Exhibit "A"

Compensation

In order to facilitate this legislative relationship, I would recommend an annual contract for \$60,000 between the City of South Jordan and Capstone Strategies beginning July 1, 2014 payable in monthly installments of \$5,000.00 upon receiving an electronic invoice.

Gary L. Whatcott
City Manager



David J. Spatafore
Capstone Strategies, LLC