



NOTICE AND AGENDA
SOUTH OGDEN CITY COUNCIL AND
PLANNING COMMISSION
SPECIAL WORK SESSION
TUESDAY, APRIL 30, 2019, 5 PM

Notice is hereby given that the South Ogden City Council, in conjunction with the South Ogden City Planning Commission, will hold a work session beginning at 5 pm Tuesday, April 30, 2019, in the EOC Room located at City Hall, 3950 Adams Avenue, South Ogden, Utah. No action can or will be taken on any items discussed during work sessions.

WORK SESSION AGENDA

I. OPENING CEREMONY

- A. **Call to Order** – Mayor Russell Porter
- B. **Prayer/Moment of Silence**
- C. **Pledge of Allegiance** – Council Member Sallee Orr

I. DISCUSSION ITEMS

- A. In Conjunction with the South Ogden City Planning Commission, Discussion on Development Agreement for Community Center Subdivision Located at 560 39th Street
- B. FY2020 Budget

II. ADJOURN

Posted and emailed to the State of Utah Website [April 26, 2019](#)

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on April 26, 2019. Copies were also delivered to each member of the governing body.


Leesa Kapitanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.

580 39th St.

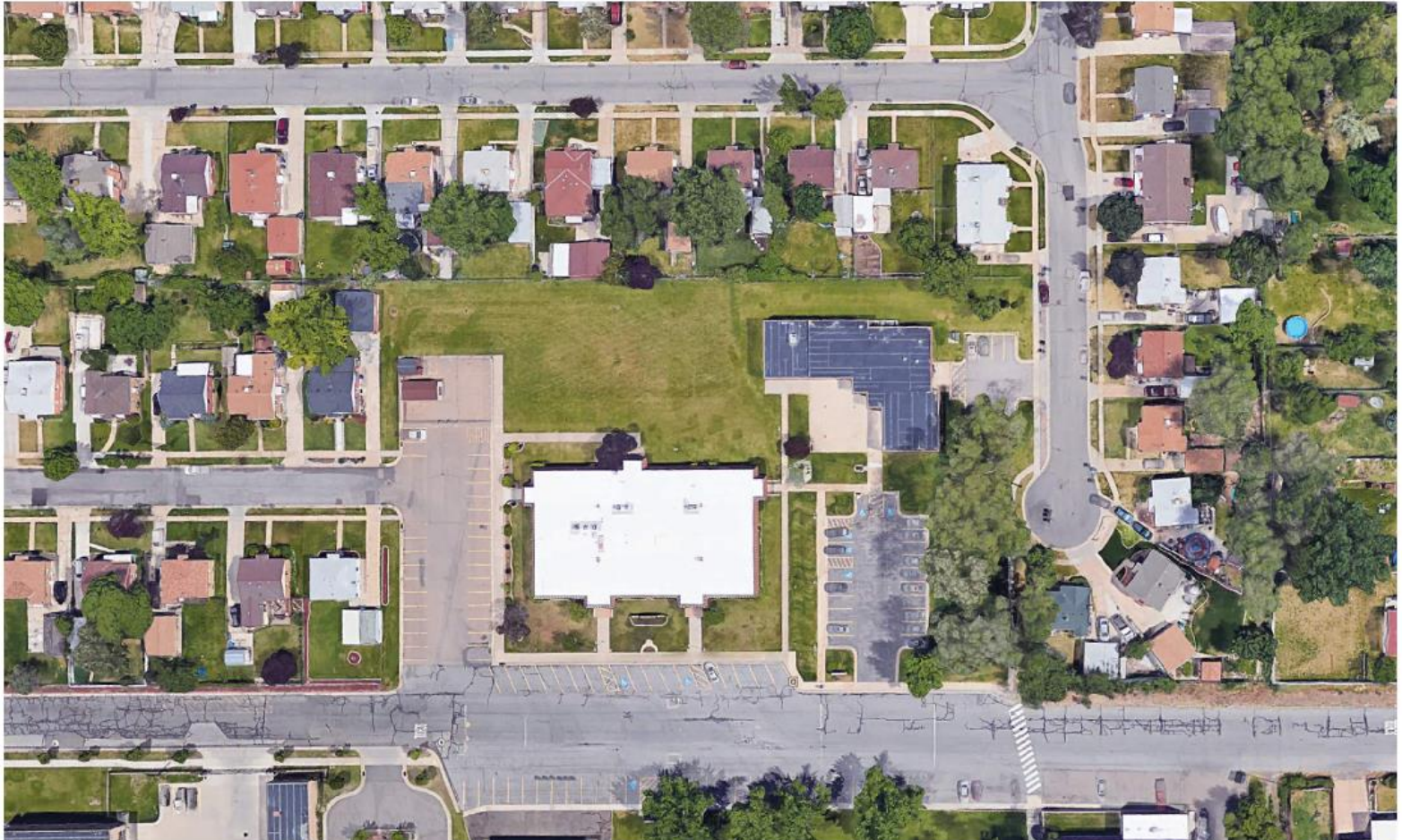


Woods Rose
Townhome Proposal

Existing Site

BLACKBOX
CREATIVE
TECHNICS

TOWNHOMES + STACKED FLATS
33RD STREET DEVELOPMENT 06.11.2018



Woods Rose Site Plan



ZONE LEGEND

CITY ZONE	R-2
PROPOSED ZONE CHANGE	40' STREET GENL *
ZONE LOT SIZE	2.69 ACRES 117,074 SQ. FT.
SETBACKS 10.5-14.5-4 - ROW BUILDING	
FRONT	0 - 10 FEET
SIDE (BETWEEN BUILDINGS)	0 - 10 FEET
REAR	10 FEET
BUILDING HEIGHT MIN.	TWO STORY
BUILDING HEIGHT MAX.	3 STORIES
SEMI-FREE STORY	MIN. 4' - MAX. 14'
MIN. - MAX. UNIT WIDTH (MAX. 8 UNITS)	20 FEET
PARKING REQUIREMENTS TABLE 8.2 (2)	
MULTI-FAMILY 3 BEDROOM	27 UNIT
PARKING REQUIREMENT CALCULATION	
46 (3 BEDROOM UNITS) X 2 = 92	
REQUIRED	92
PROVIDED	100
92 ATTACHED GARAGE	
8 SURFACE	
BICYCLE PARKING REQUIREMENTS TABLE 8.2 (1)	
MULTI-FAMILY	3 OR 6 PER BEDROOM
BICYCLE REQUIREMENT CALCULATION	
46 BEDROOMS X 3 = 138	
PROVIDED	145
147 IN GARAGE	
18 ON SITE	
LANDSCAPE BUFFER 10.5-14.7-4	
FRONT	7 FEET
SIDE & REAR	5 FEET
SIDE & REAR ANY EXISTING SINGLE FAMILY	10 FEET
* USED ROWHOUSE TYPE FOR ZONING REQUIREMENTS	

SUMMARY

3 STORY 20' WIDE UNITS	3 STORY 22' WIDE UNITS	3 STORY 25' WIDE UNITS
(1) 13 PLEX	(1) 13 PLEX	(1) 14 PLEX
(1) 14 PLEX	(1) 13 PLEX	(3) 13 PLEX
(1) 13 PLEX	(1) 13 PLEX	(3) 13 PLEX
46 UNITS		
18 BEDROOMS / UNIT		

VICINITY MAP



BLACKBOX
design studio

817 SOUTH 280 WEST
SALT LAKE CITY, UT 84111
781.875.0089
WWW.BLACKBOXSLC.COM

THE DESIGNS SHOWN HEREIN INCLUDE ALL TECHNICAL DRAWINGS, DESIGN DEVELOPMENT, PERMITS, AND CONTRACTS. THEREFORE, THESE DRAWINGS ARE PROPRIETARY AND NOT TO BE REPRODUCED, COPIED, OR OTHERWISE EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM BLACKBOX, LLC.

THESE DRAWINGS ARE AVAILABLE FOR LIMITED REVIEW AND EVALUATION BY CLIENTS, CONSULTANTS, CONTRACTORS, ENGINEERS, ARCHITECTS, DESIGNERS, AND OFFICE PERSONNEL ONLY IN ACCORDANCE WITH THIS NOTICE.

PRELIMINARY - NOT FOR CONSTRUCTION 20190328

SOUTH OGDEN APARTMENTS
580 39TH ST.
SOUTH OGDEN UT 84403

REVISIONS

PROJECT NO.
1836

DRAWN BY
FG

CHECKED BY
DC

TITLE
SITE PLAN

SHEET NO.
A101

Our target market

- Young Professionals
- Empty Nesters
- New Residents moving to the area for work
- Hospital Employees
- University Students and Millennials seeking flexible housing

Economic Summary and Value Added to the City

- Annual property tax revenue: \$133,564.50 in the first year
- Compounding value for businesses in the area due to new residents
- 49 new, affordable homes for residents not yet ready to buy or seeking flexible housing

When recorded, return to:

South Ogden City
Attn: City Attorney
3950 S Adams Ave, Suite 1
South Ogden, UT 84403

Parcel Numbers:

05-103-0001
05-103-0002
05-103-0003
05-103-0004

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered as of the ___ of ___
_____, 2019, by and among South Ogden City, a political subdivision of the State of Utah (the
“City”), and Heinrich Properties LP., a California limited partnership (the “Developer”).

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Effectiveness of this DA is contingent on Developer closing on the purchase of the Project Property as required by Article 2 of this DA.
- C. The Project Property is currently assigned the Two-Family Residential (R-2) zoning designation as set forth in Title 10, Chapter 7, Article B within the South Ogden City Code, as amended by Ordinance 16-03, 01-05-2016, eff. 01-05-2016.
- D. The Parties desire that the Project Property be developed in a unified and consistent fashion under the 40th Street General Subdistrict within the South Ogden City Form Based Code 10-5.1A, with the exception that permitted Residential uses only will be allowed.
- E. Development of the Project Property as a high-density residential apartment complex under this DA is acknowledged by the Council and Parties to ~~be consistent with~~ follow LUDMA and generally the 40th Street General Subdistrict, and to operate to the benefit of the City, Developer, and the general public.
- F. The Parties acknowledge that development of the Project Property under this DA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly redevelopment of the Project Property and increasing property tax, sales tax, and other revenues to the City based on improvements to be constructed on the Project Property.

G. Development of the Project Property under this DA will also result in significant benefits to Developer by providing assurances to Developer it can develop the Project Property under this DA.

H. The Parties have cooperated in the preparation of this DA.

I. The Parties desire to enter into this DA to specify the rights and responsibilities of Developer to develop the Project Property and the rights and responsibilities of the City to allow and regulate such development under the requirements of this DA.

J. The Parties understand and intend that this DA is a “development agreement” within the meaning of, and entered into under, Utah Code Ann. § 10-9a-102 and SOCC11-3-1G.

~~K.~~ The Parties agree that the current R-2 Zoning Regulations will not apply in the development of the Project Property but instead the permitted uses allowed will be those within the 40th Street General Zoning (Residential uses only) ~~and the additional following exceptions:~~

~~(i) The required minimum parking spaces will be reduced to 1.7 spaces per dwelling unit.~~

~~(ii) Parking spaces immediately to the South (north side of 39th Street) will be used in parking requirement calculations.~~

~~K.~~

L. The Parties agree that ~~in order~~ to minimize the impact that the Project has on the neighboring R-2 zone, the requirements under 10-5.1A-7-5 will also apply.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

a. Incorporation. The foregoing Recitals and Exhibits “A”, and “B” are incorporated into this DA.

b. Definitions. As used in this DA, the words and phrases specified below shall have the following meanings:

- i. “DA” means this Development Agreement including all of its Exhibits.
- ii. “Buildout” means the completion of ~~all of~~ the development on the entire Project Property under this DA.

Commented [MD1]: Edge would work as well with the following differences:

- 1) Deeper front setbacks & larger side and rear
- 2) Wider units (22')
- 3) 3.5 stories instead of 3

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- iii. "City" means South Ogden City, a political subdivision of the State of Utah.
- iv. "City Code" means the South Ogden City Code, as amended.
- v. "Concept Plan" means the documents provided by Developer for the Project, which is attached as Exhibit "A".
- vi. "Council" means the elected City Council of the City.
- vii. "Developer" means Heinrich Properties LP, -a California limited partnership, and its assignees or transferees as permitted by this DA (other than a Sub developer).
- viii. "Development" means the development of a Parcel or a portion thereof under an approved Development Application.
- ix. "Development Application" means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.
- x. "Form Based Code" means specific regulations applied to the 40th Street General Subdistrict within the City's Zoning Regulations.
- xi. "LUDMA" means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq.
- xii. "Notice" means any notice to or from any party to this DA.
- xiii. "Participation Agreement" means an agreement between the South Ogden City Community Development and Renewal Agency and Developer regarding contribution of Agency funds to Developer for the Project.
- xiv. "Parties" mean the City and Developer. Each may be referred to individually as a "Party."
- xv. "Phase" means the development of a portion of the Project at a point in a logical sequence as determined by Developer.
- xvi. "Planning Commission" means the City's Planning Commission.
- xvii. "Project" means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, Phases, and ~~all of~~ the other aspects approved as part of this DA.

- xviii. "Project Property" means approximately 3.18 acres of land subject to a Real Estate Purchase Contract with Developer located in the City, more particularly described in Exhibit "B" attached hereto.
- xix. "Site Plan" all documents necessary under City Code 10-5.1A-10-2E
- xx. "Substantial Completion" means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.
- xxi. "Zoning" means the zoning for the Project.
- xxii. "Zoning Ordinance" means the Zoning Regulations ~~contained~~ within the City Code.

2. **Conditions Precedent.** As conditions precedent to the obligations of the Parties, this DA is contingent upon and shall only become effective at such time, and in the event that:

- a. Developer closes on the purchase of the Project Property ~~on or before by April-May 15, 2019.~~
- b. Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City's Staff Review Committee.
- c. Developer pays \$_____ to City ~~for the development of~~ for developing public park amenities in the 40th Street Park. Developer recognizes the City's desire to improve the park and, as a result, Developer will need fewer park-type amenities within the Project - since Developer's tenants will directly benefit from the park improvements.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the 40th St. General zoning ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 6 months from the date of signatures to this agreement, this DA shall be void.

3. **Effect of DA.** This DA shall be the sole agreement between the Parties related to developing the Project except as it may be modified by agreement of the Parties.

4. **Development of the Project.**

- a. **Project Development.** Development of the Project shall be under the permitted residential uses of the 40th Street General Subdistrict to include: development of multi-family residential uses and ~~aeecessary~~ accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and the following:

i. ~~Multiple two-story and three-story residential apartment buildings~~ townhomes, with a maximum of ~~4980 residential townhome~~ units in the Project.

Commented [MD2]: Regardless of the zone (40th or Edge), this still restricts the developer

ii. The Project shall follow the aesthetic guidelines outlined in Sec. 10-5.1A-11 and 10-5.1A-5-4 attached as Exhibit "C."

iii. The Project will be of a townhome nature meaning that no single dwelling unit shall exist above or below a separate dwelling unit.

iv. Each townhome unit will have an enclosed garage and a driveway to allow off-street parking.

~~ii.v.~~ The Project shall be designed and constructed in a manner consistent with and shall not substantially deviate from the Conceptual Site Plan and architectural renderings attached to the DA (Exhibit A).

b. Adoption of Project Standards. The Parties understand and acknowledge that the 40th Street General Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards.

c. Project Standards Exceptions. The following exceptions to the 40th Street General Subdistrict and applicable Building Type standards will apply to this DA:

Commented [MD3]: If there aren't any exception this paragraph can be deleted.

d. Phased Development / Timing of Development. The Parties agree that the project may be developed in phases. The Parties acknowledge that the efficient and economic development of the Project may be contingent and dependent upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors. The City agrees that Developer shall have a reasonable level of flexibility for timing (with the exception of Section 6), sequencing, and phasing of the project.

e. Approval Processes. Development approval of the Project shall follow the review processes outlined in 10-5.1A-10-2(B)(E) within the Zoning Ordinance and this DA.

f. Project Fees. The Parties acknowledge that the City charges impact fees, building permit fees, and other fees and that Developer will be subject to all applicable fees. The Parties further acknowledge that the Project may be benefited by a Participation Agreement, but that the successful negotiation of a Participation Agreement is not a condition to performance of Developer's obligations under this DA.

5. Vested Rights and Reserved Legislative Powers.

a. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the 40th Street General Subdistrict (residential uses only) and this DA. The Parties intend that the rights granted to Developer and City under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the 40th Street General Subdistrict and this DA, grant to Developer “vested rights” as that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.

b. Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights ~~as set forth above~~ must meet the compelling, countervailing public interest standard in Utah Code Aim. §10-9a-509.

c. Legislative Discretion. Nothing in this DA shall be interpreted to usurp the independent exercise of the legislative discretion of the Planning Commission and Council.

6. Developer's Non-Performance. Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within ~~five (5)~~three (3) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

7. Term of Agreement. The term of this DA shall be until _____, 20____. This DA shall also terminate automatically at Buildout.

8. City Obligations for Improvements. In connection with the Project, the City confirms that it has the ~~necessary~~ utility infrastructure to provide water, sewer, and stormwater service to the Project and that such infrastructure exists within a reasonable distance of the Project Property. The City also agrees that it will permit Developer to connect to the City's water, sewer, and storm drain upon payment of all applicable fees. Developer acknowledges that all other necessary utilities, including but not limited to electrical and natural gas service, are the responsibility of Developer.

9. Upsizing. Upon request from the City, Developer shall “upsized” any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City ~~makes arrangements~~ arranges to compensate Developer for the reasonable costs of such upsizing ~~on or before by~~ the date on which such infrastructure is installed by Developer. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

10. **Developer to Indemnify the City.** Developer shall, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties ~~hereto~~ and their employers, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

11. **Notices.**

a. **Notice Addresses.** All notices required or permitted under this DA shall be given in writing by certified mail and regular mail to ~~the following addresses~~these addresses:

To Developer:

Heinrich Properties LP
320 N 10th St.
Sacramento, CA 95811

To the City:

South Ogden City
Attn: City Manager
3950 Adams Ave. Suite 1
South Ogden City, UT 84403

b. **Effectiveness of Notice.** Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to the United States Postal Service.

Any party may change its address for Notice under this DA by giving written Notice to the other Parties.

12. **Assignment and Transfer of Development.**

a. **Assignment.** Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion therefor, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other

related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 13, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

b. **Security Interests.** This Section 13 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

c. **Change in Control.** A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 13. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes of this section, an "affiliate" is an entity in which the owner(s) of Developer both holds an ownership stake of more than 50 percent and over which the owner of Developer is able to exert control

13. Appointment of Representatives. To further the commitment of the Parties to cooperate in implementing this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City and the CDRA shall be Matthew Dixon, City Manager, and the initial representative for Developer shall be Paul Droubay. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA ~~and the development of~~ [and developing](#) the Project.

14. Mutual Drafting. Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.

15. Waiver of Jury Trial; Attorneys' Fees. All disputes or claims arising under this DA shall be mediated by a mediator to be agreed upon by the Parties. If, after good faith efforts by the Parties, mediation is unsuccessful in resolving the dispute(s), any remaining controversy or claims arising out of or relating to this DA, or a breach thereof, shall be resolved by bench trial in the District Courts for the Second Judicial District, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. The Parties waive their right to a jury trial of any disputes or claims arising under this DA.

16. **Applicable Law.** This DA is entered into in Weber County in the State of Utah and shall be construed under the laws of the State of Utah despite Utah's choice of law rules.

17. **Venue.** Subject to Section 16, supra, any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Weber County.

18. **No Waiver.** Failure of any party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

19. **Severability.** If any provision of this DA is held by a court of competent jurisdiction to be invalid, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

20. **Limitations on Damages.** UNDER NO CIRCUMSTANCE SHALL ANY PARTY BE ENTITLED TO RECOVER (I) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, (II) PENALTIES, OR (III) SPECIAL, PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

21. **Entire Agreement.** This DA and all ~~Exhibits hereto~~ Exhibits, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

23. **Authority.** The Parties to this DA each warrant ~~that~~ they have the ~~necessary~~ authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on _____, 201__.

IN WITNESS WHEREOF, the Parties have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

SOUTH OGDEN CITY

By: _____
Its: _____

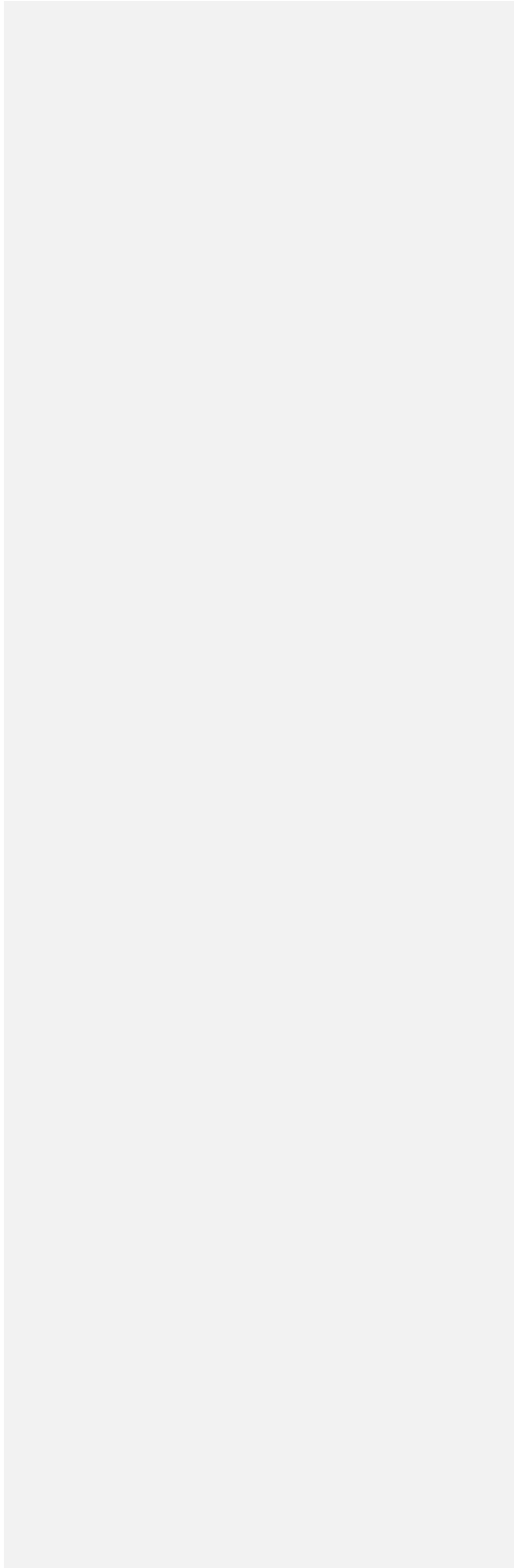
State of Utah)
 §
County of Weber)

On this ____ day of _____, the year _____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)



Heinrich Properties LP

By: _____
Its: _____

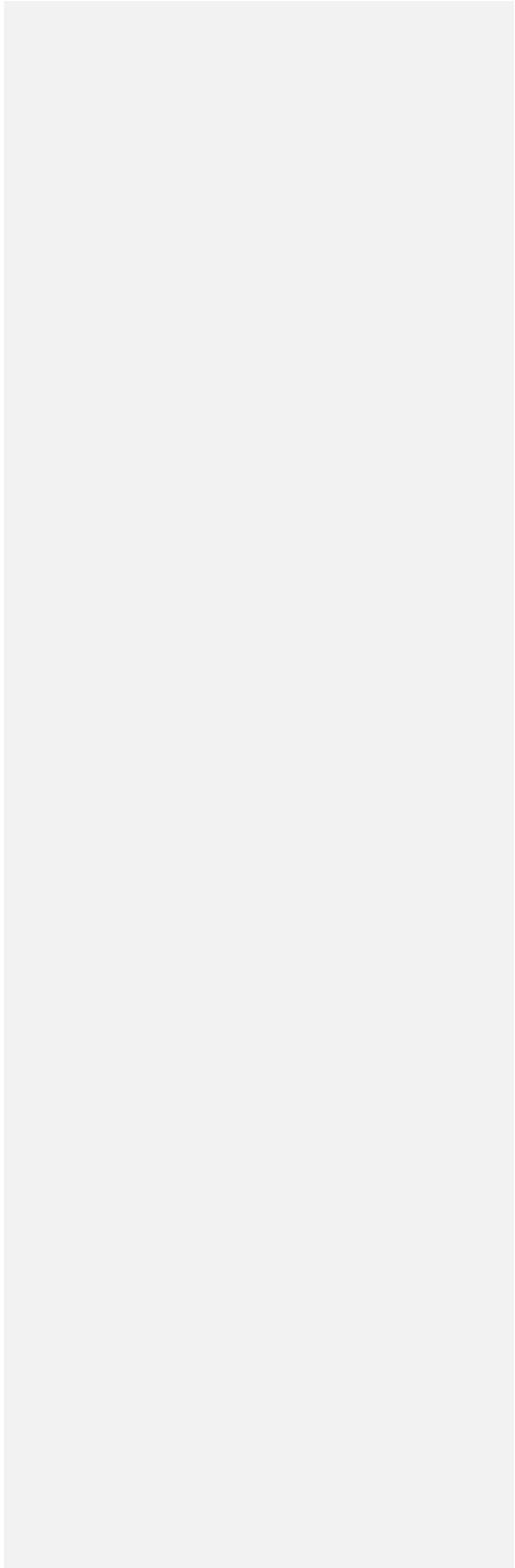
State of California)
§
County of Sacramento)

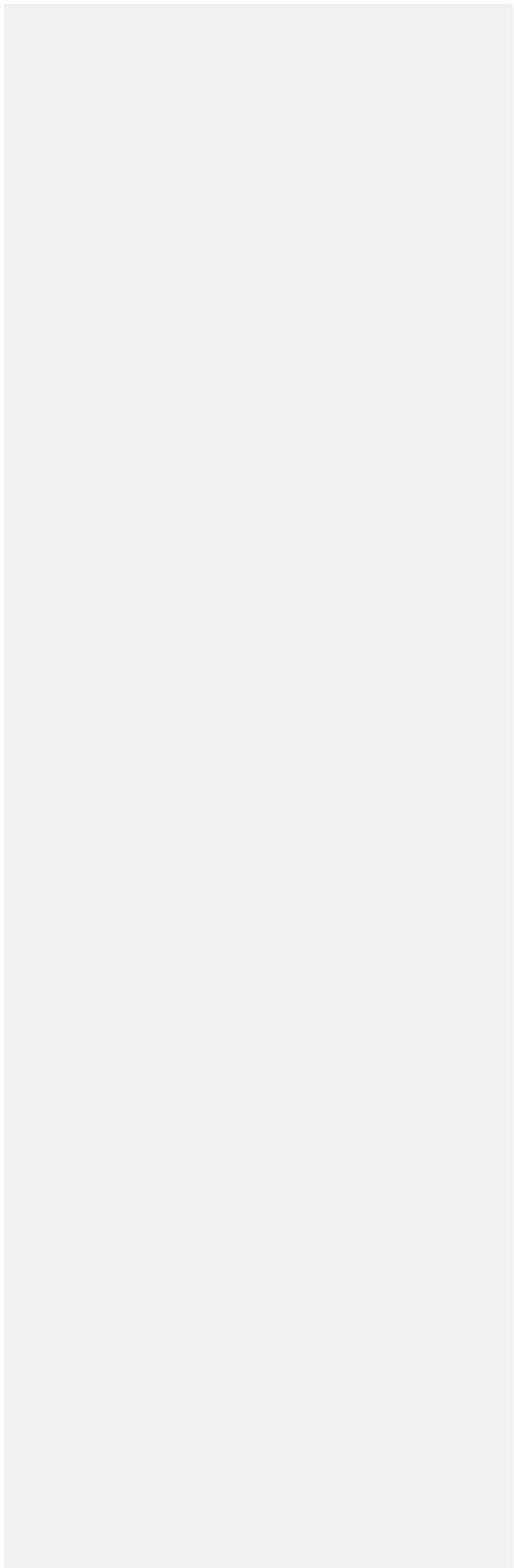
On this ____ day of _____, the year _____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)





When recorded, return to:

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Attn: City Attorney
3950 S Adams Ave, Suite 1
South Ogden, UT 84403

Parcel Numbers:

05-103-0001
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- vii. "Developer" means Heinrich Properties LP, -a California limited partnership, and its assignees or transferees as permitted by this DA (other than a Sub developer).
- viii. "Development" means the development of a Parcel or a portion thereof under an approved Development Application.
- ix. "Development Application" means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.
- x. "Form Based Code" means specific regulations applied to the 40th Street General Subdistrict within the City's Zoning Regulations.
- xi. "LUDMA" means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq.
- xii. "Notice" means any notice to or from any party to this DA.
- xiii. "Participation Agreement" means an agreement between the South Ogden City Community Development and Renewal Agency and Developer regarding contribution of Agency funds to Developer for the Project.
- xiv. "Parties" mean the City and Developer. Each may be referred to individually as a "Party."
- xv. "Phase" means the development of a portion of the Project at a point in a logical sequence as determined by Developer.
- xvi. "Planning Commission" means the City's Planning Commission.
- xvii. "Project" means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, Phases, and ~~all of~~ the other aspects approved as part of this DA.

- xviii. "Project Property" means approximately 3.18 acres of land subject to a Real Estate Purchase Contract with Developer located in the City, more particularly described in Exhibit "B" attached hereto.
- xix. "Site Plan" all documents necessary under City Code 10-5.1A-10-2E
- xx. "Substantial Completion" means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.
- xxi. "Zoning" means the zoning for the Project.
- xxii. "Zoning Ordinance" means the Zoning Regulations ~~contained~~ within the City Code.

2. **Conditions Precedent.** As conditions precedent to the obligations of the Parties, this DA is contingent upon and shall only become effective at such time, and in the event that:

- a. Developer closes on the purchase of the Project Property ~~on or before by April-May~~ 15, 2019.
- b. Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City's Staff Review Committee.
- c. Developer pays \$_____ to City ~~for the development of~~ for developing public park amenities in the 40th Street Park. Developer recognizes the City's desire to improve the park and, as a result, Developer will need fewer park-type amenities within the Project - since Developer's tenants will directly benefit from the park improvements.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the 40th St. General zoning ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 6 months from the date of signatures to this agreement, this DA shall be void.

3. **Effect of DA.** This DA shall be the sole agreement between the Parties related to developing the Project except as it may be modified by agreement of the Parties.

4. **Development of the Project.**

- a. **Project Development.** Development of the Project shall be under the permitted residential uses of the 40th Street General Subdistrict to include: development of multi-family residential uses and ~~necessary~~ accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and the following:

i. Multiple two-story and three-story residential apartment buildings townhomes, with a maximum of 4980 residential townhome units in the Project.

Commented [MD2]: Regardless of the zone (40th or Edge), this still restricts the developer

ii. The Project shall follow the aesthetic guidelines outlined in Sec. 10-5.1A-11 and 10-5.1A-5-4 attached as Exhibit "C."

iii. The Project will be of a townhome nature meaning that no single dwelling unit shall exist above or below a separate dwelling unit.

iv. Each townhome unit will have an enclosed garage and a driveway to allow off-street parking.

ii.v. The Project shall be designed and constructed in a manner consistent with and shall not substantially deviate from the Conceptual Site Plan and architectural renderings attached to the DA (Exhibit A).

b. Adoption of Project Standards. The Parties understand and acknowledge that the 40th Street General Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards.

c. Project Standards Exceptions. The following exceptions to the 40th Street General Subdistrict and applicable Building Type standards will apply to this DA:

Commented [MD3]: If there aren't any exception this paragraph can be deleted.

d. Phased Development / Timing of Development. The Parties agree that the project may be developed in phases. The Parties acknowledge that the efficient and economic development of the Project may be contingent and dependent upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors. The City agrees that Developer shall have a reasonable level of flexibility for timing (with the exception of Section 6), sequencing, and phasing of the project.

e. Approval Processes. Development approval of the Project shall follow the review processes outlined in 10-5.1A-10-2(B)(E) within the Zoning Ordinance and this DA.

f. Project Fees. The Parties acknowledge that the City charges impact fees, building permit fees, and other fees and that Developer will be subject to all applicable fees. The Parties further acknowledge that the Project may be benefited by a Participation Agreement, but that the successful negotiation of a Participation Agreement is not a condition to performance of Developer's obligations under this DA.

5. Vested Rights and Reserved Legislative Powers.

a. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the 40th Street General Subdistrict (residential uses only) and this DA. The Parties intend that the rights granted to Developer and City under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the 40th Street General Subdistrict and this DA, grant to Developer “vested rights” as that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.

b. Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights ~~as set forth above~~ must meet the compelling, countervailing public interest standard in Utah Code Aim. §10-9a-509.

c. Legislative Discretion. Nothing in this DA shall be interpreted to usurp the independent exercise of the legislative discretion of the Planning Commission and Council.

6. Developer's Non-Performance. Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within ~~five (5)~~three (3) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

7. Term of Agreement. The term of this DA shall be until _____, 20____. This DA shall also terminate automatically at Buildout.

8. City Obligations for Improvements. In connection with the Project, the City confirms that it has the ~~necessary~~ utility infrastructure to provide water, sewer, and stormwater service to the Project and that such infrastructure exists within a reasonable distance of the Project Property. The City also agrees that it will permit Developer to connect to the City's water, sewer, and storm drain upon payment of all applicable fees. Developer acknowledges that all other necessary utilities, including but not limited to electrical and natural gas service, are the responsibility of Developer.

9. Upsizing. Upon request from the City, Developer shall “upsized” any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City ~~makes arrangements~~ arranges to compensate Developer for the reasonable costs of such upsizing ~~on or before by~~ the date on which such infrastructure is installed by Developer. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

10. **Developer to Indemnify the City.** Developer shall, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties ~~hereto~~ and their employers, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

11. **Notices.**

a. **Notice Addresses.** All notices required or permitted under this DA shall be given in writing by certified mail and regular mail to ~~the following addresses~~ [these addresses](#):

To Developer:

Heinrich Properties LP
320 N 10th St.
Sacramento, CA 95811

To the City:

South Ogden City
Attn: City Manager
3950 Adams Ave. Suite 1
South Ogden City, UT 84403

b. **Effectiveness of Notice.** Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to the United States Postal Service.

Any party may change its address for Notice under this DA by giving written Notice to the other Parties.

12. **Assignment and Transfer of Development.**

a. **Assignment.** Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion therefor, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other

related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 13, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

b. **Security Interests.** This Section 13 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

c. **Change in Control.** A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 13. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes of this section, an "affiliate" is an entity in which the owner(s) of Developer both holds an ownership stake of more than 50 percent and over which the owner of Developer is able to exert control

13. Appointment of Representatives. To further the commitment of the Parties to cooperate in implementing this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City and the CDRA shall be Matthew Dixon, City Manager, and the initial representative for Developer shall be Paul Droubay. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA ~~and the development of~~ [and developing](#) the Project.

14. Mutual Drafting. Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.

15. Waiver of Jury Trial; Attorneys' Fees. All disputes or claims arising under this DA shall be mediated by a mediator to be agreed upon by the Parties. If, after good faith efforts by the Parties, mediation is unsuccessful in resolving the dispute(s), any remaining controversy or claims arising out of or relating to this DA, or a breach thereof, shall be resolved by bench trial in the District Courts for the Second Judicial District, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. The Parties waive their right to a jury trial of any disputes or claims arising under this DA.

16. **Applicable Law.** This DA is entered into in Weber County in the State of Utah and shall be construed under the laws of the State of Utah despite Utah's choice of law rules.

17. **Venue.** Subject to Section 16, supra, any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Weber County.

18. **No Waiver.** Failure of any party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

19. **Severability.** If any provision of this DA is held by a court of competent jurisdiction to be invalid, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

20. **Limitations on Damages.** UNDER NO CIRCUMSTANCE SHALL ANY PARTY BE ENTITLED TO RECOVER (I) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, (II) PENALTIES, OR (III) SPECIAL, PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

21. **Entire Agreement.** This DA and all ~~Exhibits hereto~~ Exhibits, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

23. **Authority.** The Parties to this DA each warrant ~~that~~ they have the ~~necessary~~ authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on _____, 201__.

IN WITNESS WHEREOF, the Parties have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

SOUTH OGDEN CITY

By: _____
Its: _____

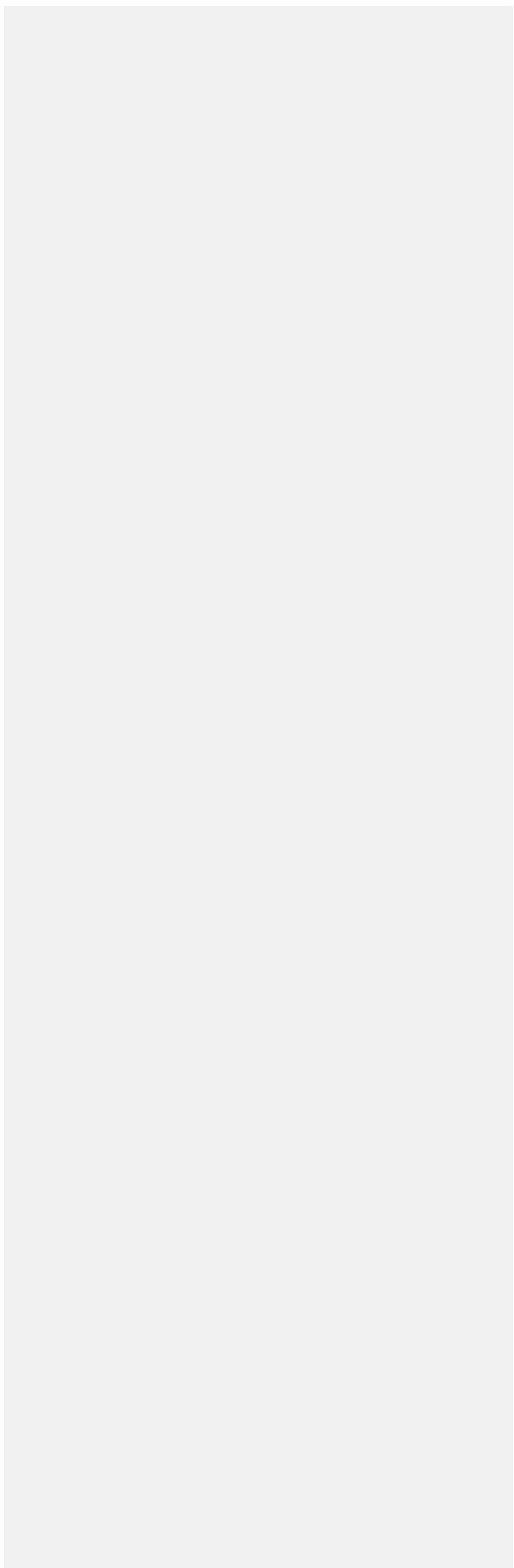
State of Utah)
 §
County of Weber)

On this ____ day of _____, the year _____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)



Heinrich Properties LP

By: _____
Its: _____

State of California)
§
County of Sacramento)

On this ____ day of _____, the year _____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

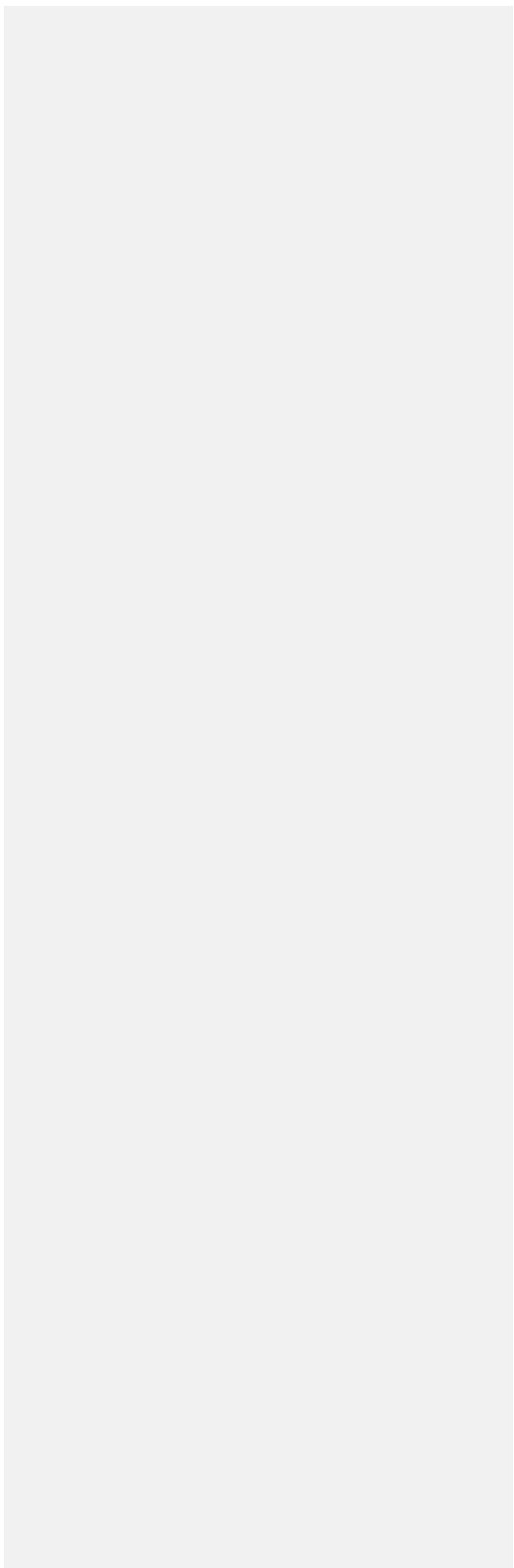


Exhibit "A"
Concept Plan



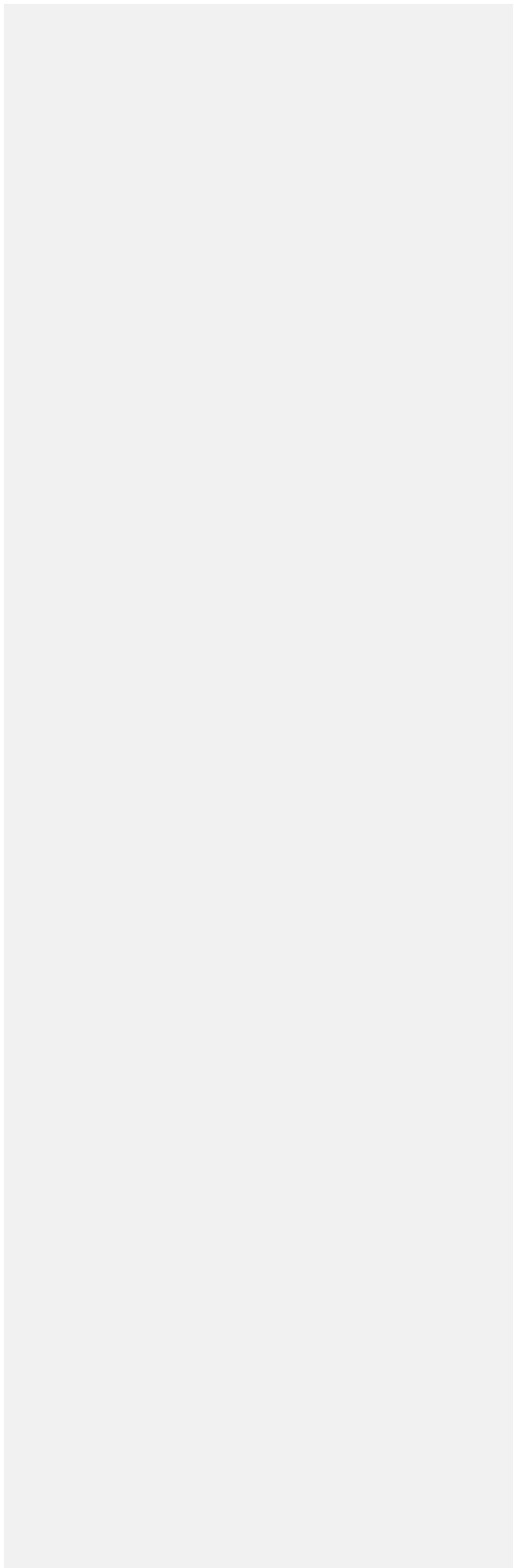
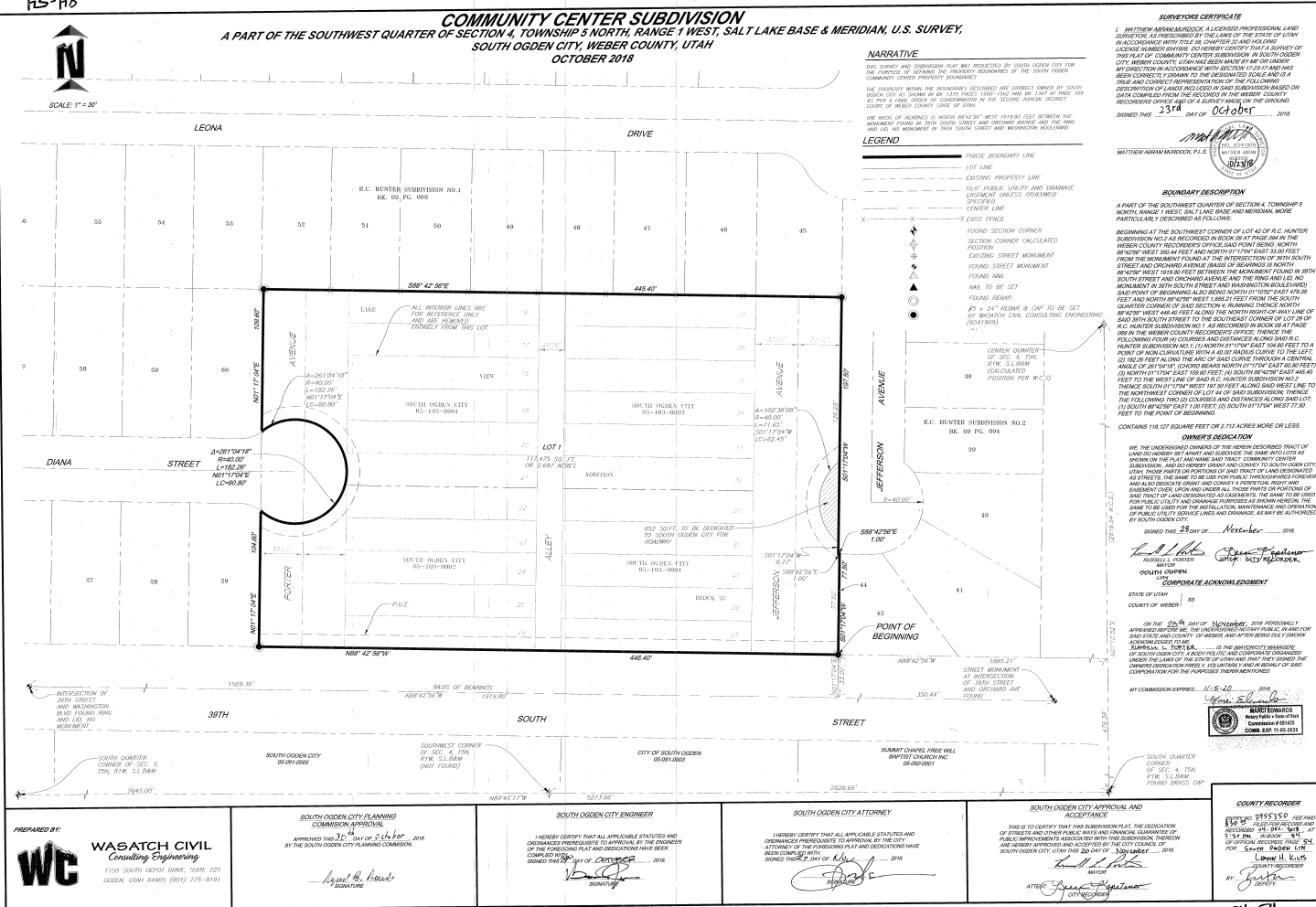


Exhibit "B"

Project Property Description Legal Description

h5-h8





OFFICE OF THE CITY RECORDER

April 26, 2019

Dear Property Owner/Affected Entity,

The South Ogden City Council and Planning Commission will be discussing an amended development agreement with Heinrich Properties LP, for development of the Community Center Subdivision located at 560 39th Street, South Ogden, Utah, 84403 (see map on back of this page.) This is a courtesy notice because you have been identified as a property owner within 500 feet of the proposed development or an affected entity of the property for the proposed development agreement. A development agreement is executed between the City and a developer, and is used as a method of providing the city with additional control and the developer more flexibility of the development project. The proposed development agreement would, among other things, do the following:


Waive the R-2 zoning requirements and instead use the 40th Street General Subdistrict requirements for residential uses. No commercial uses would be allowed. Whereas the developer previously proposed multi-family apartment buildings for the property, he/she is now proposing building townhomes.

To view the proposed amended development agreement, go to southogdencity.com, scroll down to the "Upcoming Events" calendar, and click on the meeting date. You can view the agreement in the information packet.

The City Council and Planning Commission will be discussing the proposed amended development agreement during a special work session on Tuesday, April 30, at 5 pm. The work session will be located at City Hall, 3950 Adams Ave., 84403, in the EOC room. It is also anticipated that at the May 7, 2019 regularly scheduled City Council Meeting, a motion will be made to reconsider Ordinance 19-02 with the proposed amendments made to the development agreement with Heinrich Properties LC for the property at 560 39th Street.

To view the development agreement or if you have further questions, please call the City Recorder at 801-622-2709.

Sincerely,


Leesa Kapetanov, CMC
South Ogden City Recorder

E lkapetanov@southogdencity.com
O 801-622-2709
F 801-622-2713

3950 Adams Ave., Ste. 1
South Ogden, UT 84403

southogdencity.com

Property being considered for a development agreement.



South Ogden City

FY 2020

Working Budget

April 09, 2019

Resolution – ??-??

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
GENERAL FUND				
TAX REVENUE				
10-31-100	Property Tax Collections CY	3,011,244	2,026,608	<u>3,187,244</u>
10-31-105	Prop 1 Tax Increment	254,295	142,215	<u>266,604</u>
10-31-200	Property Tax - Delinquent	49,600	34,043	<u>56,635</u>
10-31-250	Motor Vehicle & Personal Prop.	192,200	140,750	<u>213,766</u>
10-31-300	General Sales and Use Taxes	3,590,943	1,924,184	<u>3,752,535</u>
10-31-400	Utility Franchise Fee	173,322	117,982	<u>363,972</u>
10-31-500	Franchise Tax	322,280	149,045	<u>314,600</u>
10-31-550	Municipal Energy Use Tax	948,137	603,983	<u>867,112</u>
	Total TAX REVENUE:	<u>8,542,021</u>	<u>5,138,810</u>	<u>9,022,468</u>
LICENSES & PERMITS				
10-32-100	Business Licenses	126,696	86,413	<u>119,945</u>
10-32-160	Good Landlord Licenses	44,553	30,296	<u>46,722</u>
10-32-200	Building Permits	97,520	50,571	<u>97,520</u>
10-32-300	Animal Licenses	11,330	9,290	<u>11,330</u>
10-32-325	Micro-Chipping Fees	1,251	500	<u>1,251</u>
10-32-350	Animal Adoptions	62,683	31,810	<u>45,060</u>
10-32-375	Animal Shelter Fees	5,305	3,028	<u>5,305</u>
	Total LICENSES & PERMITS:	<u>349,338</u>	<u>211,907</u>	<u>327,133</u>
INTERGOVERNMENTAL REVENUE				
10-33-150	State Liquor Fund Allotment	20,183	20,094	<u>20,496</u>
10-33-600	State/Local Grants	1,134,074	343,547	<u>1,422,437</u>
10-33-900	Class "C" Road Fund Allotment	653,608	314,379	<u>653,608</u>
10-33-925	Resource Officer Contract	24,141	35,156	<u>46,875</u>
	Total INTERGOVERNMENTAL REVENUE:	<u>1,832,006</u>	<u>713,176</u>	<u>2,143,416</u>
RECREATION & PLANNING FEES				
10-34-200	Baseball Revenue	22,115	13,639	<u>22,115</u>
10-34-250	Girls Basketball	4,984	70-	<u>4,984</u>
10-34-350	Basketball Fees	23,386	20,345	<u>23,386</u>
10-34-352	Comp Youth Basketball	45,495	57,680	<u>45,495</u>
10-34-354	Comp Adult Basketball	4,156	12,070	<u>4,156</u>
10-34-356	Comp Adult Volleyball	1,555	225	<u>1,555</u>
10-34-375	Flag Football	3,353	2,938	<u>3,353</u>
10-34-450	Volleyball Registration	4,851	3,297	<u>4,851</u>
10-34-500	Football	12,423	1,164	<u>12,423</u>
10-34-505	Football Apparel	4,670	3,556	<u>4,670</u>
10-34-550	Tennis Registration Fees	1,545	.00	<u>1,545</u>
10-34-575	Concession Revenues	2,060	.00	<u>2,060</u>
10-34-600	Community Facility Rental Fees	7,004	4,025	<u>.00</u>
10-34-700	Plan Check Fee	34,093	21,229	<u>34,093</u>
10-34-725	Engineering Review Fees	1,133	799	<u>1,133</u>
10-34-726	Zoning/Subdivision Fees	644	1,495	<u>644</u>
10-34-750	Street Cut Fee	6,386	2,320	<u>4,413</u>
10-34-850	Bowery Rental	5,562	1,325	<u>5,562</u>
10-34-875	Sex Offender Registration Fee	515	375	<u>515</u>
10-34-900	Public Safety Reports	17,496	16,317	<u>17,496</u>

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
Total RECREATION & PLANNING FEES:		203,426	162,729	194,449
FINES & FORFEITURES				
10-35-200	Fines- Regular	633,665	490,706	630,496
10-35-300	Alarm Fines/Permits	6,283	4,785	6,283
Total FINES & FORFEITURES:		639,948	495,491	636,779
MISCELLANEOUS REVENUE				
10-36-100	Interest	61,000	84,005	94,356
10-36-105	Cash Over/Short	.00	5-	.00
10-36-400	Sales of Fixed Assets	292,629	352,528	.00
10-36-600	560 39th Rental	3,000	2,000	.00
10-36-601	Donations to South Ogden City	16,704	30,550	.00
10-36-700	Contractual Agreement Reven	124,906	104,442	143,664
10-36-900	Misc. Revenue	24,726	53,901	24,726
10-36-950	Traffic School	258	175	258
Total MISCELLANEOUS REVENUE:		523,223	627,595	263,004
CHARGE FOR SERVICE & TRANSFERS				
10-39-150	Lease Financing	2,668,792	1,518,030	.00
10-39-242	Transfer in from Sewer Fund	.00	.00	10,017
10-39-244	Transfer in from Storm Drain	.00	.00	14,469
10-39-250	Transfer in from Water Fund	.00	.00	52,311
10-39-350	Charge for Service - CDRA	4,350	2,904	4,350
10-39-400	Charge for Service - Water Fnd	237,084	158,056	219,779
10-39-410	Charge for Service - Sewer Fnd	256,304	170,872	248,645
10-39-420	Charge for Svc - Storm Drn Fnd	144,397	96,264	132,262
10-39-430	Charge for Service - Grbge Fnd	117,999	78,664	100,350
10-39-440	Charge for Service - Amb Fnd	65,470	43,648	68,088
10-39-700	Appropriated Fund Bal-Class C	50,000	.00	50,000
10-39-800	Appropriated Fund Balance	473,035	.00	310,081
Total CHARGE FOR SERVICE & TRANSFERS:		4,017,431	2,068,438	1,210,352
Total Revenue:		16,107,393	9,418,147	13,797,601
COUNCIL				
10-41-110	Salaries and Wages	121,676	89,400	123,657
10-41-130	Employee Benefits	24,477	19,621	24,901
10-41-210	Books, Subscrip.& Memberships	10,300	10,323	10,500
10-41-230	Travel & Training	6,500	2,408	6,500
10-41-240	Supplies	500	588	500
10-41-700	Small Equipment	2,500	.00	2,500
Total COUNCIL:		165,953	122,341	168,558
LEGAL DEPARTMENT				
10-42-110	Salaries and Wages	72,178	47,407	74,044
10-42-130	Employee Benefits	18,074	12,572	18,528
10-42-210	Books, Subscriptions & Member	1,000	964	1,000
10-42-230	Travel & Training	500	355	500
10-42-240	Supplies	500	.00	500
10-42-280	Telephone	900	600	900

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
10-42-320	Prosecutorial Fees	1,000	1,400	1,000
Total LEGAL DEPARTMENT:		94,152	63,298	96,472
Court Department				
10-43-110	Salaries & Wages	146,182	106,222	152,881
10-43-130	Employee Benefits	58,670	42,416	60,650
10-43-210	Books, Subscriptions, & Mbrshp	500	493	500
10-43-230	Travel & Training	1,500	1,719	1,500
10-43-240	Office Supplies	2,500	2,058	2,500
10-43-275	State Surcharge	140,000	110,215	150,000
10-43-280	Telephone	300	200	300
10-43-300	Public Defender Fees	15,000	13,500	15,000
10-43-310	Professional & Technical	3,500	1,894	3,500
10-43-329	Computer Repairs	250	50	250
10-43-330	Witness Fees	1,400	278	1,400
10-43-700	Small Equipment	350	17	300
10-43-750	Capital Outlay	2,745	2,745	.00
Total Court Department:		372,897	281,805	388,781
ADMINISTRATION				
10-44-110	Salaries and Wages	542,364	389,162	562,697
10-44-130	Employee Benefits	228,599	159,094	225,403
10-44-210	Books, Subscriptions & Member	4,000	4,067	4,000
10-44-230	Travel & Training	17,000	11,083	18,500
10-44-240	Office Supplies & Miscell	7,500	2,860	7,500
10-44-247	Car Allowance	6,804	4,536	6,804
10-44-248	Vehicle Maintenance	500	90	500
10-44-280	Telephone	4,980	3,360	4,980
10-44-300	Gas, Oil & Tires	750	349	750
10-44-310	Professional & Technical	8,500	4,527	16,900
10-44-329	Computer Repairs	250	.00	250
10-44-600	Service Charges	35,676	25,735	41,000
10-44-700	Small Equipment	1,500	2,173	1,500
10-44-750	Capital Outlay	9,122	9,122	.00
Total ADMINISTRATION:		867,545	616,157	890,784
NON-DEPARTMENTAL				
10-49-130	Retirement Benefits	20,496	11,759	28,778
10-49-220	Public Notices	5,000	2,453	5,000
10-49-250	Unemployment	2,000	.00	2,000
10-49-255	Ogden Weber Chamber Fees	3,000	3,000	3,000
10-49-260	Workers Compensation	121,720	95,271	121,720
10-49-290	City Postage	52,000	30,000	54,500
10-49-291	Newsletter Printing	7,500	6,024	7,500
10-49-310	Auditors	12,500	12,500	13,500
10-49-320	Professional & Technical	40,500	38,396	40,500
10-49-321	I/T Supplies	3,000	2,823	3,000
10-49-322	Computer Contracts	60,000	53,828	60,000
10-49-323	City-wide Telephone	5,700	3,934	5,700
10-49-324	City-wide Internet	6,360	4,869	6,360
10-49-329	Server Repairs	5,000	4,334	5,000
10-49-400	Unreserved	164,253	15,000	68,675
10-49-500	City Safety/Wellness Program	12,000	6,359	12,000

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
10-49-510	Insurance	199,500	114,667	199,500
10-49-515	City Donations	4,100	4,100	4,100
10-49-520	Employee Assistance Plan	3,600	2,700	3,600
10-49-596	Holiday Dinner	5,500	4,789	5,500
10-49-597	Employee Recognition Prog	10,000	6,481	10,000
10-49-598	OFFH	4,200	4,261	4,200
10-49-599	Easter Egg Hunt	3,000	700	3,000
10-49-600	Community Programs	4,000	6,421	4,000
10-49-605	Continuing Education	7,000	1,080	7,000
10-49-607	Soba	1,200	976	1,200
10-49-610	Government Immunity	6,500	255	6,500
10-49-620	Youth City Council	3,000	.00	.00
10-49-700	Small Equipment	9,885	9,760	2,000
10-49-750	Capital Outlay	62,983	59,077	.00
Total NON-DEPARTMENTAL:		845,497	505,815	687,833
ELECTIONS				
10-50-240	Supplies	.00	.00	22,000
Total ELECTIONS:		.00	.00	22,000
BUILDING AND GROUNDS				
10-51-260	Senior Center Maint & Util	12,000	6,863	.00
10-51-262	Old City Hall Utilities	10,000	4,247	.00
10-51-263	Fire Station #82 Utilities	8,000	5,891	8,000
10-51-264	Station #82 Maintenance	2,000	4,490	2,000
10-51-265	Cleaning Contract	27,000	16,196	27,000
10-51-266	Elevator Maintenance	6,000	7,783	6,200
10-51-270	New City Hall Maintenance	30,000	21,186	30,000
10-51-275	New City Hall Utilities	70,000	50,280	73,000
10-51-280	Old City Building Repairs	.00	394	.00
10-51-750	Capital Outlay	60,081	60,081	102,311
Total BUILDING AND GROUNDS:		225,081	177,410	248,511
PLANNING & ZONING				
10-52-120	Commission Allowance	6,300	2,900	6,300
10-52-210	Books, Subscrip, Memberships	250	.00	250
10-52-230	Travel & Training	500	.00	500
10-52-240	Commercial Form Based Zoning	5,000	9,923	5,000
10-52-310	Professional & Technical Servi	60,000	50,782	65,000
Total PLANNING & ZONING:		72,050	63,605	77,050
POLICE SERVICES				
10-55-110	Full time wages - Police	1,559,547	1,123,304	1,721,603
10-55-111	Part time wages - Police	31,845	23,238	33,546
10-55-112	Overtime wages - Police	35,000	23,058	35,000
10-55-114	Bailiff Wages	14,806	1,415	14,806
10-55-115	Animal Control Wages	52,843	37,089	55,341
10-55-116	Crossing Guards	30,406	10,717	31,318
10-55-130	Benefits - DPS	1,114,543	777,213	1,131,318
10-55-131	WTC - A/C Contract	36,523	36,494	56,322
10-55-132	Liquor Funds Expenditures	52,641	38,474	20,496
10-55-150	Death Benefit Ins. - Police	2,395	2,345	2,395

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
10-55-210	Mbrshps, Bks & Sub - Police	6,500	5,859	6,500
10-55-230	Travel & Training - Police	15,500	11,489	15,500
10-55-240	Office Supplies - Police	6,000	2,988	6,000
10-55-245	Clothing Contract - Police	20,000	16,282	20,000
10-55-246	Special Dept Supplies - Police	14,000	8,096	14,000
10-55-247	Animal Control Costs	56,117	33,886	26,356
10-55-248	Vehicle Maintenance - Police	22,000	10,154	22,000
10-55-250	Equipment Maintenance - Police	2,000	.00	2,000
10-55-280	Telephone/Internet - Police	22,500	16,450	22,500
10-55-300	Gas, Oil & Tires - Police	54,000	43,911	54,000
10-55-310	Professional & Tech - Police	20,000	12,819	20,000
10-55-323	MDT/Radio Repairs	1,500	.00	1,500
10-55-329	Computer Repairs - Police	2,400	1,693	2,400
10-55-350	Crime Scene Investigations	32,577	32,577	32,577
10-55-400	Weber/Morgan Strike Force	17,094	17,094	17,101
10-55-450	K-9	2,000	.00	2,000
10-55-470	Community Education - Police	1,000	603	1,000
10-55-649	Lease Interest/Taxes	17,453	2,453	1,256
10-55-650	Lease Payments - Police	78,320	34,160	25,836
10-55-700	Small Equipment - Police	34,000	29,127	12,360
10-55-750	Capital Outlay - Police	515,978	421,620	.00
Total POLICE SERVICES:		3,871,488	2,774,608	3,407,031

FIRE PROTECTION

10-57-110	Salaries & Wages	870,588	645,320	998,640
10-57-111	Part Time Wages	154,631	113,213	159,270
10-57-112	Overtime	70,743	135,481	80,756
10-57-130	Employee Benefits	409,096	325,499	477,655
10-57-210	Memberships, Books & Subscrptn	1,700	1,137	1,700
10-57-230	Travel & Training	9,000	8,740	9,000
10-57-240	Office Supplies & Expense	2,000	1,216	2,000
10-57-245	Clothing Contract	23,000	14,831	23,000
10-57-246	Special Department Supplies	17,000	5,398	17,000
10-57-250	Vehicle Maintenance	27,000	17,025	27,000
10-57-255	Other Equipment Maintenance	10,000	7,250	10,000
10-57-280	Telephone/Internet	9,289	6,009	9,289
10-57-300	Gas, Oil & Tires	8,000	10,906	8,000
10-57-310	Professional & Technical	16,870	12,721	16,870
10-57-329	Computer Repairs	.00	17	.00
10-57-330	Fire Prevention/ Community Edu	1,500	423	1,500
10-57-400	Emergency Management Planning	6,000	6,171	6,000
10-57-649	Lease Interest/Taxes	24,887	.00	.00
10-57-650	Lease Payments	144,086	3,354	.00
10-57-700	Small Equipment	5,000	6,375	5,000
10-57-750	Capital Outlay	1,014,629	1,014,999	43,260
Total FIRE PROTECTION:		2,825,019	2,336,086	1,895,940

INSPECTION SERVICES

10-58-110	Salaries and Wages	75,806	54,940	75,546
10-58-130	Employee Benefits	36,407	24,192	29,694
10-58-210	Books, Subscrip. & Memberships	1,700	307	1,700
10-58-230	Travel & Training	4,500	2,386	4,500
10-58-240	SUPPLIES	1,000	175	1,000
10-58-245	Clothing Allowance	300	.00	300

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
10-58-248	Vehicle Maintenance	500	25	500
10-58-280	CELLULAR PHONE	1,300	640	1,300
10-58-300	Gas, Oil & Tires	1,000	1,513	1,000
10-58-315	PROFESSIONAL & TECHNICAL	17,500	3,644	17,500
10-58-700	Small Equipment	800	.00	.00
10-58-750	CAPITAL OUTLAY	.00	.00	37,080
Total INSPECTION SERVICES:		140,813	87,822	170,120

STREETS

10-60-110	Salaries and Wages	217,651	157,546	228,447
10-60-112	Overtime	7,000	1,923	7,000
10-60-130	Employee Benefits	98,795	74,497	102,960
10-60-210	Books, Subscrip. Memberships	1,500	266	1,500
10-60-230	Travel & Training	5,500	1,838	5,500
10-60-240	Office Supplies & Expense	1,000	551	1,000
10-60-245	Clothing/Uniform/Equip. Allow.	4,500	1,531	4,500
10-60-248	Vehicle Maintenance	25,000	15,514	25,000
10-60-260	Building & Grounds Maintenance	10,000	4,854	10,000
10-60-270	Utilities	48,000	33,739	50,000
10-60-280	Telephone	3,500	1,559	3,500
10-60-300	Gas, Oil & Tires	18,000	21,649	18,000
10-60-310	Professional	23,000	1,137	23,000
10-60-329	Computer Repairs	500	42	500
10-60-400	Class C Maintenance	80,000	82,041	80,000
10-60-480	Special Department Supplies	19,000	14,513	19,000
10-60-600	Siemens Streetlight Lease	41,595	31,110	43,015
10-60-649	Lease Interest/Taxes	.00	222	.00
10-60-650	Lease Payments	242,189	17,133	.00
10-60-700	Small Equipment	7,000	701	7,000
10-60-725	Sidewalk Replacements	343,559	4,174	50,000
10-60-730	Street Light Maintenance	18,000	10,991	18,000
10-60-750	Capital Outlay	1,077,736	625,393	.00
Total STREETS:		2,293,025	1,102,924	697,922

PARKS

10-70-110	Salaries and Wages	219,552	151,506	219,274
10-70-112	Overtime	5,000	2,176	5,000
10-70-120	Temporary - Parks	20,600	3,299	20,600
10-70-130	Employee Benefits	169,937	121,775	185,535
10-70-210	Books, Subscriptions & Mbrshps	1,200	710	1,200
10-70-230	Travel & Training	5,500	1,548	5,500
10-70-240	Special Dept. Supplies - Parks	36,500	14,602	36,500
10-70-244	Office Supplies Expense	1,000	335	1,000
10-70-245	Clothing/Uniform/Equip. Allow.	4,000	1,630	4,000
10-70-248	Vehicle Maintenance	12,000	4,360	12,000
10-70-260	Building Maintenance	4,000	1,300	4,000
10-70-270	Utilities	11,000	7,773	46,000
10-70-275	Off Leash Dog Area	73,606	116,022	.00
10-70-280	Telephone/Internet	6,000	2,905	6,000
10-70-300	Gas, Oil & Tires	7,000	5,592	7,000
10-70-310	Professional & Technical	15,000	4,939	15,000
10-70-320	Urban Forestry Commssion	1,000	473	1,000
10-70-329	Computer Repairs	500	.00	500
10-70-450	RAMP Grant Projects	82,122	.00	17,101

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
10-70-550	Parks Maintenance Projects	1,024,448	239,346	1,405,336
10-70-600	Secondary Water Fees	27,500	22,738	27,500
10-70-649	Lease Interest/Taxes	.00	270	.00
10-70-650	Lease Payments	75,460	19,698	.00
10-70-700	Small Equipment	5,000	.00	5,000
10-70-750	Capital Outlay- Parks	347,264	364,920	520,150
Total PARKS:		2,155,189	1,087,918	2,545,196
RECREATION				
10-71-110	Salaries & Wages	50,761	36,504	52,960
10-71-125	Temporary - Recreation	73,610	53,433	75,819
10-71-130	Employee Benefits	40,217	30,889	41,961
10-71-210	Books, Subscriptions & Mbrshps	5,000	538	5,000
10-71-225	Concession Expenses	2,000	.00	1,100
10-71-230	Travel & Training	2,000	931	2,000
10-71-240	Office Supplies Expense	1,200	65	1,200
10-71-241	Comp League Expenses	10,000	11,885	10,000
10-71-242	Special Dept. Supplies	30,000	3,171	30,000
10-71-248	Vehicle Maintenance	1,000	33	1,000
10-71-250	Gym Facility Utilities/Opertns	8,000	2,610	8,000
10-71-280	Telephone/Internet	3,500	2,539	3,500
10-71-300	Gas, Oil & Tires	1,000	.00	1,000
10-71-310	Professional & Technical	9,000	6,770	9,000
10-71-329	Computer Repairs	500	.00	500
10-71-350	Officials Fees	22,000	19,792	22,000
10-71-700	Small Equipment	4,500	.00	2,500
10-71-750	Capital Outlay	.00	2,291	.00
Total RECREATION:		264,288	171,451	267,540
TRANSFERS				
10-80-160	Reserve for Fund Balance	72,446	.00	305,016
10-80-170	Transfer Prop 1 to CPF	254,295	169,528	266,604
10-80-190	Trans Utility F/F to CPF	.00	.00	181,986
10-80-230	Trans to Capital Improv Fund	97,058	97,058	.00
10-80-235	Trans to CPF - Class 'C'	331,101	220,736	330,707
10-80-240	Transfer Class 'c' to Debt Ser	242,507	161,672	242,901
10-80-250	Transfer to Debt Service Fund	839,984	559,992	831,759
10-80-251	Transfer to Ambulance Fund	27,005	.00	24,890
10-80-275	Trnfr to South Ogden Days Fund	50,000	33,336	50,000
Total TRANSFERS:		1,914,396	1,242,322	2,233,863
Total Expenditure:		16,107,393	10,633,563	13,797,601
GENERAL FUND Revenue Total:		16,107,393	9,418,147	13,797,601
GENERAL FUND Expenditure Total:		16,107,393	10,633,563	13,797,601
Net Total GENERAL FUND:		.00	1,215,416-	.00

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
South Ogden Days Fund				
Revenue				
12-30-200	Sponsor Donations	22,000	.00	22,000
12-30-225	Vendor Booth Rentals	26,000	5,975	26,000
12-30-250	Carnival Ticket Sales	6,000	.00	6,000
12-30-260	Pickleball Registration Fees	1,500	.00	1,500
12-30-270	Advertising Fees	7,000	.00	7,000
12-30-300	Fun Run Entrance Fees	1,500	.00	1,500
12-30-325	Miscellaneous Sales & Fees	.00	1,721	.00
12-30-330	Mud Volleyball Fees	2,500	.00	2,500
12-30-350	Golf Tourney Entrance Fees	4,600	.00	4,600
12-30-400	Transfer in from General Fund	50,000	33,336	50,000
Total Revenue:		121,100	41,032	121,100
Total Revenue:		121,100	41,032	121,100
Expenditures				
12-40-112	S/O Days Overtime	12,000	.00	12,000
12-40-300	Entertainment	18,000	715	18,000
12-40-325	Fireworks	10,000	.00	10,000
12-40-350	Printing & Banners	7,000	.00	7,000
12-40-375	Equipment Rentals	40,000	.00	40,000
12-40-380	Carnival Pay-Out	3,300	.00	3,300
12-40-400	T-shirt Printing	2,400	.00	2,400
12-40-410	Awards	3,000	.00	3,000
12-40-425	Golf Tourney Fees	4,600	.00	4,600
12-40-475	Miscellaneous Expenses	20,800	80	20,800
Total Expenditures:		121,100	795	121,100
Total Expenditure:		121,100	795	121,100
South Ogden Days Fund Revenue Total:		121,100	41,032	121,100
South Ogden Days Fund Expenditure Total:		121,100	795	121,100
Net Total South Ogden Days Fund:		.00	40,237	.00

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
DEBT SERVICE FUND				
REVENUE				
31-30-150	Transfer in from Class 'c'	242,507	161,672	<u>242,901</u>
31-30-300	Transfer From General Fund	839,984	559,992	<u>831,759</u>
31-30-455	Interest Earned - Trustee Acct	1,700	3,786	<u>2,999</u>
31-30-800	Appropriated Fund Balance	1,300	.00	<u>.00</u>
Total REVENUE:		<u>1,085,491</u>	<u>725,450</u>	<u>1,077,659</u>
Total Revenue:		<u>1,085,491</u>	<u>725,450</u>	<u>1,077,659</u>
EXPENDITURES				
31-40-100	Administrative & Professional	4,500	4,500	<u>4,500</u>
31-40-150	Bond Payment - Principal	862,000	862,000	<u>872,000</u>
31-40-200	Interest on Bond	218,991	218,991	<u>201,159</u>
Total EXPENDITURES:		<u>1,085,491</u>	<u>1,085,491</u>	<u>1,077,659</u>
Total Expenditure:		<u>1,085,491</u>	<u>1,085,491</u>	<u>1,077,659</u>
DEBT SERVICE FUND Revenue Total:		<u>1,085,491</u>	<u>725,450</u>	<u>1,077,659</u>
DEBT SERVICE FUND Expenditure Total:		<u>1,085,491</u>	<u>1,085,491</u>	<u>1,077,659</u>
Net Total DEBT SERVICE FUND:		<u>.00</u>	<u>360,040-</u>	<u>.00</u>

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
CAPITAL IMPROVEMENTS				
REVENUE				
40-30-110	Traffic Impact Fees	17,000	19,496	17,000
40-30-120	Park Impact Fees	17,000	28,104	17,000
40-30-200	Interest	750	9,953	3,000
40-30-205	Interest Earned - Traffic I/F	300	1,312	300
40-30-210	Interest Earned - Park I/Fees	300	3,421	300
40-30-300	Transfer In G/F - Prop 1	254,295	169,528	266,604
40-30-400	Transfer In From General Fund	97,058	97,058	.00
40-30-450	Trans From G/F- Class 'C' Rev	331,101	220,736	330,707
40-30-500	Transfer in Util F/F - G/F	.00	.00	181,986
40-30-600	Transfer in RIF	508,800	337,233	511,554
40-30-798	Appropriate Parks I/F F/B	222,000	.00	.00
40-30-799	Appropriate Traffic I/F F/B	85,300	.00	.00
40-30-800	Appropriate Fund Balance	97,170	.00	.00
40-30-805	Appropriate F/B - Class 'c'	361,778	.00	.00
40-30-950	Non-Operating Capital Contrbtn	292,172	292,172	.00
Total REVENUE:		2,285,024	1,179,014	1,328,451
Total Revenue:		2,285,024	1,179,014	1,328,451
EXPENDITURES				
40-40-126	Nature Park - Phase III	319,058	307,736	.00
40-40-128	2019/2020 Road/sidewalk proj	.00	.00	1,293,851
40-40-157	2018-2019 Road/Sidewalk Proj	1,455,974	263,458	.00
40-40-349	40th St. Widening - grant \$\$\$	345,262	439,467	.00
40-40-350	40th St. Betterments	44,080	10,440	.00
40-40-550	Park Impact Fee Projects	17,300	4,489	17,300
40-40-700	Traffic Impact Fee Projects	102,600	.00	17,300
40-40-850	Transfer to Retained Earnings	750	.00	.00
Total EXPENDITURES:		2,285,024	1,025,590	1,328,451
Total Expenditure:		2,285,024	1,025,590	1,328,451
CAPITAL IMPROVEMENTS Revenue Total:		2,285,024	1,179,014	1,328,451
CAPITAL IMPROVEMENTS Expenditure Total:		2,285,024	1,025,590	1,328,451
Net Total CAPITAL IMPROVEMENTS:		.00	153,424	.00

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
WATER FUND				
REVENUE				
51-30-100	Interest	29,375	31,345	29,375
51-30-105	Interest Earned I/Fees	1,000	1,915	1,000
51-30-150	Hydrant Rentals	400	300	400
51-30-200	Water Sales	1,774,660	1,221,643	1,863,393
51-30-210	Connection Fees Water	1,500	350	1,500
51-30-220	Water Impact Fees	8,000	972	8,000
51-30-225	Late Fees	35,000	19,960	31,000
51-30-700	Contract Services	3,000	.00	3,000
51-30-889	Appropriate Water I/F F/B	124,000	.00	.00
51-30-890	Appropriation of Fund Balance	494,874	.00	.00
51-30-925	Misc. Revenue	79,641	1,588	3,000
Total REVENUE:		2,551,450	1,277,473	1,940,668
Total Revenue:		2,551,450	1,277,473	1,940,668
EXPENDITURES				
51-40-110	Salaries and Wages	210,131	150,923	222,087
51-40-112	Overtime	12,000	6,735	12,000
51-40-130	Employee Benefits	88,896	67,518	92,874
51-40-140	Franchise Fee	53,240	36,647	111,803
51-40-210	Books, Subscript. & Membership	3,000	2,702	3,000
51-40-230	Travel & Training	8,000	3,997	8,000
51-40-240	Office Supplies	2,500	1,243	2,500
51-40-245	Clothing/Uniform/Equip. Allow.	4,500	1,481	4,500
51-40-248	Vehicle Maintenance	10,000	9,325	10,000
51-40-280	Telephone	6,000	2,464	6,000
51-40-290	Building Maintenance	7,500	426	7,500
51-40-300	Gas, Oil & Tires	10,000	4,639	10,000
51-40-310	Professional & Technical Servi	15,000	5,302	15,000
51-40-320	Blue Stake Service	2,000	1,081	2,000
51-40-329	Computer Repairs	500	.00	500
51-40-330	Valve Repair	25,000	13,965	25,000
51-40-400	PRV Maintenance	20,000	11,286	20,000
51-40-480	Special Department Supplies	42,000	18,896	42,000
51-40-490	Water Sample Testing	8,000	8,772	8,000
51-40-550	Weber Basin Exchange Water	261,443	207,993	261,443
51-40-560	Power and Pumping	10,000	5,153	10,000
51-40-610	h2o Tank Inspection/Maint	10,000	19	10,000
51-40-650	Lease Payments	4,000	456	.00
51-40-665	Paint the Tanks Repairs	20,000	.00	.00
51-40-667	Radio Read Maintenance	37,500	12,461	25,000
51-40-680	Charge for Services - G/F	237,048	158,056	219,779
51-40-701	Scada Upgrade	150,000	956	.00
51-40-702	45th St - Monroe Blvd to end	235,192	.00	.00
51-40-703	Oakwood & Crestwood & culdesac	727,000	.00	.00
51-40-749	Small Equipment	4,000	321	4,000
51-40-750	Capital Outlay	.00	1,930	.00
51-40-770	Water Impact Fee Projects	133,000	40,583	9,000
51-40-790	Transfer to General Fund	.00	500,000	.00
51-40-970	Depreciation	194,000	104,336	194,000
51-40-980	Contingency	.00	.00	604,682

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
	Total EXPENDITURES:	<u>2,551,450</u>	<u>1,379,668</u>	<u>1,940,668</u>
	Total Expenditure:	<u>2,551,450</u>	<u>1,379,668</u>	<u>1,940,668</u>
	WATER FUND Revenue Total:	<u>2,551,450</u>	<u>1,277,473</u>	<u>1,940,668</u>
	WATER FUND Expenditure Total:	<u>2,551,450</u>	<u>1,379,668</u>	<u>1,940,668</u>
	Net Total WATER FUND:	<u>.00</u>	<u>102,195-</u>	<u>.00</u>

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
SANITARY SEWER				
REVENUE				
52-30-100	Interest Earned	18,500	17,310	18,500
52-30-200	Sewer Sales	2,069,104	1,394,454	2,172,559
52-30-250	Connection Fees Sewer	700	200	700
52-30-890	Appropriation of Fund Balance	227,275	.00	.00
52-30-925	Misc. Revenue	70,081	6,000	6,000
Total REVENUE:		2,385,660	1,417,964	2,197,759
Total Revenue:		2,385,660	1,417,964	2,197,759
EXPENDITURES				
52-40-110	Salaries and Wages	193,613	140,034	205,192
52-40-112	Overtime	12,500	3,675	12,000
52-40-130	Employee Benefits	139,786	102,360	146,289
52-40-140	Franchise Fee	62,073	41,834	130,353
52-40-210	Memberships	700	180	700
52-40-230	Traveling & Training	5,000	2,284	5,000
52-40-240	Office Supplies	5,600	947	5,600
52-40-245	Clothing/Uniform/Equip. Allow.	4,000	1,954	4,000
52-40-248	Vehicle Maintenance	5,000	584	5,000
52-40-280	Telephone	4,000	2,950	4,000
52-40-290	Building Maintenance	5,000	.00	5,000
52-40-300	Gas, Oil & Tires	3,500	4,837	3,500
52-40-310	Professional & Technical	12,500	2,430	12,500
52-40-315	Sewer Lines Cleaning Service	50,000	17,509	50,000
52-40-320	Blue Stake Service	800	.00	800
52-40-400	Transfer to General Fund	.00	400,000	.00
52-40-480	Maintenance Supplies	15,100	2,351	15,100
52-40-550	Central Weber Sewer Pre-Trea	11,983	11,983	13,252
52-40-610	Central Weber Sewer Fees	1,079,201	794,458	1,083,395
52-40-650	Manhole Replacement	15,000	.00	15,000
52-40-665	Video & Fix Trouble Spots	25,000	8,182	25,000
52-40-680	Charge for Services - G/F	256,304	170,872	248,645
52-40-700	Small Equipment	1,000	321	1,000
52-40-705	Replace 700 E/H Guy Child	350,000	.00	.00
52-40-750	Capital Outlay	.00	1,145	.00
52-40-970	Depreciation	128,000	81,640	128,000
52-40-980	Sewer Contingency	.00	7,650	78,433
Total EXPENDITURES:		2,385,660	1,800,181	2,197,759
Total Expenditure:		2,385,660	1,800,181	2,197,759
SANITARY SEWER Revenue Total:		2,385,660	1,417,964	2,197,759
SANITARY SEWER Expenditure Total:		2,385,660	1,800,181	2,197,759
Net Total SANITARY SEWER:		.00	382,217-	.00

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
STORM DRAIN FUND				
REVENUE				
53-30-100	Interest	5,000	13,894	7,500
53-30-105	Interest Earned I/Fees	1,500	6,291	1,500
53-30-200	Storm Drain Revenue	1,091,584	735,344	1,146,163
53-30-220	Storm Drain Impact Fees	17,000	36,870	17,000
53-30-870	Lease Financing	72,715	.00	.00
53-30-885	Approp. of I/Fee Fund Balance	432,000	.00	.00
53-30-890	Appropriation of Fund Balance	369,786	.00	.00
Total REVENUE:		1,989,585	792,398	1,172,163
Total Revenue:		1,989,585	792,398	1,172,163
EXPENDITURES				
53-40-110	Salaries and Wages	225,620	148,751	237,386
53-40-112	Overtime	11,000	5,025	11,000
53-40-130	Employee Benefits	148,059	91,812	134,518
53-40-140	Franchise Fee	32,748	22,060	68,769
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIP	4,000	1,980	4,000
53-40-230	Travel & Training	5,500	3,773	5,500
53-40-240	Office Supplies	1,500	617	1,500
53-40-245	Clothing/Uniform/Equip. Allow.	4,700	951	4,700
53-40-248	Vehicle Maintenance	6,000	855	6,000
53-40-280	Telephone	2,500	1,268	2,500
53-40-290	Building Maintence	5,000	28	5,000
53-40-300	Gas, Oil & Tires	6,500	8,533	6,500
53-40-310	Prof & Tech Services	21,650	2,338	21,650
53-40-320	Blue Stake Service	700	.00	700
53-40-400	System Maintenance Program	40,000	13,598	40,000
53-40-480	Special Department Supplies	6,000	1,627	6,000
53-40-649	Lease Interest/Taxes	2,058	.00	.00
53-40-650	Lease Payments	13,743	.00	.00
53-40-680	Charge for Services - G/F	144,397	96,264	132,262
53-40-700	Small Equipment	1,500	.00	1,500
53-40-705	4400 S Storm Drain	.00	1,173	.00
53-40-706	45th St - Monroe Blvd to end	166,200	.00	.00
53-40-707	4500 S Madison - Vista (2020)	150,000	.00	.00
53-40-708	Pipe Creek - Young Mazda	300,000	168,118	.00
53-40-710	40th Storm Drain - Phase II	494,995	14,194	.00
53-40-750	Capital Outlay	72,715	75,432	.00
53-40-970	Depreciation	104,000	37,400	104,000
53-40-980	Contingency	.00	.00	360,178
53-40-981	Impact Fee Projects	18,500	3,455	18,500
Total EXPENDITURES:		1,989,585	699,251	1,172,163
Total Expenditure:		1,989,585	699,251	1,172,163
STORM DRAIN FUND Revenue Total:		1,989,585	792,398	1,172,163
STORM DRAIN FUND Expenditure Total:		1,989,585	699,251	1,172,163
Net Total STORM DRAIN FUND:		.00	93,147	.00

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
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Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
GARBAGE FUND				
REVENUE				
54-30-100	Interest Earned	3,500	5,753	3,500
54-30-200	Garbage Fees	636,480	442,353	668,304
54-30-205	Recycling Fees	205,555	139,018	215,832
54-30-850	Misc. Rental	500	1,670	1,000
54-30-890	Appropriate Fund Balance	33,196	.00	41,361
Total REVENUE:		879,231	588,794	929,997
Total Revenue:		879,231	588,794	929,997
EXPENDITURES				
54-40-140	Franchise Fee	25,261	17,441	53,047
54-40-240	Office Supplies	3,500	617	3,500
54-40-248	Vehicle Maintenance	3,000	3,085	3,000
54-40-280	Telephone	2,300	.00	2,300
54-40-290	Building Maintenance	5,000	.00	5,000
54-40-300	Gas, Oil & Tires	3,000	2,504	3,000
54-40-310	Prof & Teach Services	1,000	.00	1,000
54-40-420	Allied Waste - Contract Srvc.	444,000	295,528	468,000
54-40-425	Recycled Earth Contract	28,054	17,389	26,400
54-40-430	Tipping Fees	203,717	150,860	222,000
54-40-440	Additional Cleanups	7,400	4,988	7,400
54-40-450	Construction Materials Tipping	6,000	2,248	6,000
54-40-520	Tree Removal	15,000	2,660	15,000
54-40-615	Junk Ordinance Enforcement	7,500	.00	7,500
54-40-680	Charge for Services - G/F	117,999	78,664	100,350
54-40-970	Depreciation	6,500	3,736	6,500
Total EXPENDITURES:		879,231	579,721	929,997
Total Expenditure:		879,231	579,721	929,997
GARBAGE FUND Revenue Total:		879,231	588,794	929,997
GARBAGE FUND Expenditure Total:		879,231	579,721	929,997
Net Total GARBAGE FUND:		.00	9,073	.00

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
ROAD IMPROVEMENT FEE FUND				
REVENUE				
55-30-200	Road Improvement Fees	508,800	340,805	511,554
	Total REVENUE:	508,800	340,805	511,554
	Total Revenue:	508,800	340,805	511,554
EXPENDITURES				
55-40-550	Transfer RIF to CPF	508,800	337,233	511,554
	Total EXPENDITURES:	508,800	337,233	511,554
	Total Expenditure:	508,800	337,233	511,554
	ROAD IMPROVEMENT FEE FUND Revenue Total:	508,800	340,805	511,554
	ROAD IMPROVEMENT FEE FUND Expenditure Total:	508,800	337,233	511,554
	Net Total ROAD IMPROVEMENT FEE FUND:	.00	3,572	.00

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
AMBULANCE FUND				
REVENUE				
58-30-100	Interest Earned	.00	14	20
58-30-201	Ambulance Fees - S/O - DPS	518,091	283,715	486,599
58-30-210	Miscellaneous Revenue	7,214	7,364	7,200
58-30-870	Transfer from General Fund	27,005	.00	24,890
58-30-890	Appropriate Fund Balance	121,890	.00	194,278
Total REVENUE:		674,200	291,093	712,987
Total Revenue:		674,200	291,093	712,987
EXPENDITURES				
58-40-110	Salaries and Wages	218,143	155,919	230,817
58-40-111	Part Time Wages	40,263	28,303	41,471
58-40-112	Overtime	17,686	33,871	20,189
58-40-130	Employee Benefits	103,709	80,778	120,853
58-40-210	Memberships	520	40	520
58-40-230	Travel & Training	1,500	457	1,500
58-40-240	Office Supplies	750	180	750
58-40-245	Uniform Allowance	3,850	.00	3,850
58-40-248	Vehicle Maintenance	9,000	3,327	9,000
58-40-250	Equipment Maintenance	6,500	1,899	6,500
58-40-270	EMS Billing Fees	23,000	11,205	19,000
58-40-280	Telephone	.00	399	750
58-40-300	Gas, Oil & Tires	6,500	6,946	6,500
58-40-310	Professional & Technical	48,214	38,769	48,214
58-40-312	PMA Fees	70,000	32,367	51,000
58-40-329	Computer Repairs	.00	429	.00
58-40-330	EMS Education	1,000	790	1,000
58-40-480	Special Department Supplies	3,095	180	3,095
58-40-490	Disposable Medical Supplies	27,000	16,042	27,000
58-40-680	Charge for Services - G/F	65,470	43,648	68,088
58-40-970	Depreciation	28,000	16,736	28,000
58-40-980	Retained Earnings	.00	.00	24,890
Total EXPENDITURES:		674,200	472,285	712,987
Total Expenditure:		674,200	472,285	712,987
AMBULANCE FUND Revenue Total:		674,200	291,093	712,987
AMBULANCE FUND Expenditure Total:		674,200	472,285	712,987
Net Total AMBULANCE FUND:		.00	181,193-	.00

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
Community Developmnt & Renewal				
REVENUE				
61-30-110	Tax Inc. - 36th Street	112,000	78,569	<u>108,000</u>
61-30-170	Interest - 36th Street	.00	172	<u>.00</u>
Total REVENUE:		<u>112,000</u>	<u>78,742</u>	<u>108,000</u>
Total Revenue:		<u>112,000</u>	<u>78,742</u>	<u>108,000</u>
EXPENDITURES				
61-40-400	Professional	7,650	285	<u>.00</u>
61-40-710	Charge for Services - G/F	4,350	2,904	<u>4,300</u>
61-40-820	Loan Interest Expense	.00	.00	<u>3,700</u>
61-40-840	Loan Payment to General Fund	40,000	.00	<u>40,000</u>
61-40-841	Loan Payment to Water Fund	30,000	.00	<u>30,000</u>
61-40-842	Loan Payment to Sewer Fund	30,000	.00	<u>30,000</u>
Total EXPENDITURES:		<u>112,000</u>	<u>3,189</u>	<u>108,000</u>
Total Expenditure:		<u>112,000</u>	<u>3,189</u>	<u>108,000</u>
Community Developmnt & Renewal Revenue Total:		<u>112,000</u>	<u>78,742</u>	<u>108,000</u>
Community Developmnt & Renewal Expenditure Total:		<u>112,000</u>	<u>3,189</u>	<u>108,000</u>
Net Total Community Developmnt & Renewal:		<u>.00</u>	<u>75,553</u>	<u>.00</u>

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
CRA - Young Mazda Project Area				
REVENUE				
66-30-100	Tax Increment	5,000	.00	<u>20,000</u>
66-30-101	Interest	100	.00	<u>.00</u>
66-30-125	Sales Tax Revenue	1,000	.00	<u>17,000</u>
Total REVENUE:		<u>6,100</u>	<u>.00</u>	<u>37,000</u>
Total Revenue:		<u>6,100</u>	<u>.00</u>	<u>37,000</u>
EXPENDITURES				
66-40-100	Professional & Technical	5,000	693	<u>3,000</u>
66-40-550	Tax Increment Incentives	1,000	.00	<u>33,000</u>
66-40-600	Charge for Services - G/F	100	.00	<u>1,000</u>
Total EXPENDITURES:		<u>6,100</u>	<u>693</u>	<u>37,000</u>
Total Expenditure:		<u>6,100</u>	<u>693</u>	<u>37,000</u>
CRA - Young Mazda Project Area Revenue Total:		<u>6,100</u>	<u>.00</u>	<u>37,000</u>
CRA - Young Mazda Project Area Expenditure Total:		<u>6,100</u>	<u>693</u>	<u>37,000</u>
Net Total CRA - Young Mazda Project Area:		<u>.00</u>	<u>693-</u>	<u>.00</u>

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
CDRA - NW Project Area				
Revenue				
67-30-200	Sales Tax Revenue	117,721	53,702	111,000
	Total Revenue:	117,721	53,702	111,000
	Total Revenue:	117,721	53,702	111,000
Expenditures				
67-40-400	Professional & Technical	.00	3,721	5,000
67-40-480	Sales Tax Incentives	117,721	.00	106,000
	Total Expenditures:	117,721	3,721	111,000
	Total Expenditure:	117,721	3,721	111,000
	CDRA - NW Project Area Revenue Total:	117,721	53,702	111,000
	CDRA - NW Project Area Expenditure Total:	117,721	3,721	111,000
	Net Total CDRA - NW Project Area:	.00	49,981	.00

Account Number	Account Title	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
CDRA - Hinckley Project Area				
Revenue				
68-30-200	Delinquent Tax Increment	.00	.00	7,000
	Total Revenue:	.00	.00	7,000
	Total Revenue:	.00	.00	7,000
Expenditures				
68-40-400	Professional & Technical	.00	6,236	7,000
	Total Expenditures:	.00	6,236	7,000
	Total Expenditure:	.00	6,236	7,000
	CDRA - Hinckley Project Area Revenue Total:	.00	.00	7,000
	CDRA - Hinckley Project Area Expenditure Total:	.00	6,236	7,000
	Net Total CDRA - Hinckley Project Area:	.00	6,236-	.00
	Net Grand Totals:	.00	1,823,004-	.00

FY 2020 Working Budget Notes 3/05/2019

In alignment with the City's Strategic Plan the budget has incorporated:

- Maintaining certified tax rate at .002900
- Employee wages based on 18 Step plan from compensation discussions
- Sick leave bonus buy-back program funded up to \$25,000
- Inclusion of Sustainability Model's operational increases and capital needs (\$642,720)
- Grant monies and other monies towards Burch Creek and Club Heights parks
- 1 new full time firefighter
- 1 new full time police officer
- Utility franchise fee allocated to parks and to roads
- Items not yet included in the budget:
 - Lease payments owed on any of the FY 2019 leases
 - None of the data for FY 2020 leases or purchases for vehicles or heavy equipment
 - Based on preliminary calculations about \$400,000 over all funds
- Appropriation of Fund Balance - \$310,081 (10-39-800) comprised of:
 - School District payment - \$60,081
 - Park project - \$250,000 from sale of land to WSU
- Monies appropriated for road projects - \$1,293,851 (40-40-128)
 - Plus any carry-over monies from FY 2019
- Utility rate increase of 5%
 - Last year was supposed to be 6%, settled on 3%
 - Sewer – generating an estimated \$50,000 surplus in FY 2020
 - \$700,000 project slated for FY 2021
 - Garbage – FY 2020 projected to be in the (red) –
 - Additional costs due to recycling in addition to Republic increases
- No sale of fixed assets (10-36-400) amounts in the budget
 - Plan to roll-over proceeds for future purchases

FY 2020 Working Budget Notes 4/09/2019

- Adjusted pay scales as Council directed:
 - Police & Fire = 15 step
 - Everyone else = 18 step
- Estimated lease pymt to Zions
 - General fund share = \$305,016
- City donations: (10-49-515)
 - Bonneville PTA – graduation party - \$500
 - Communities that Care - \$3,600
 - YCC - ????
- Bizmuni contract (outsourcing business licenses & good landlord permits)
 - 10-44-310 – adding \$8,400
- Capital included in the budget: (\$642,720)
 - 10-51-750 = Bldg & Grnds (\$42,230)
 - Water heaters - \$11,330
 - HVAC pumps - \$15,450
 - HVAC A/C single room - \$15,450
 - 10-57-750 = Fire Dept. (\$43,260)
 - Fire hose tester - \$4,120
 - Radios - \$39,140
 - 10-58-750 = Inspections
 - Permitting program - \$37,080
 - 10-70-750 = Parks Dept. (\$520,150)
 - Playgrounds - \$257,500
 - New properties - \$128,750
 - Resurface tennis & basketball - \$36,050
 - Restrooms - \$10,300
 - 40th St. sprinklers - \$87,550
- Equipment & vehicles NOT included in the budget: (\$411,000)
 - Fire:
 - Command Vehicle - \$40,000
 - SCBA tanks - \$42,000
 - Police:

- 2 Ford Explorers - \$72,000
 - 2 Detective cars - \$50,000
- Streets:
 - Ford F-150 - \$33,00
- Parks:
 - 2 Ford F-150's - \$66,000
- Recreation:
 - Jacobsen field groomer - \$40,000
- Garbage fund:
 - Ford F-350 dump truck - \$68,000