



MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: June 16, 2020 Council Meeting

WORK SESSION

- ***Fiscal Year 2021 Budget*** – We will continue our discussion and work on the FY2021 Budget. Steve will spend most of the time addressing any parts of the budget the council would like to discuss. If you have specific areas of the budget you would like discussed, please let Steve and I know so we can be prepared for the discussion. Otherwise, this could be a very short part of the work session.
- ***Open & Public Meetings Act Training*** - Ken Bradshaw will facilitate a training on the state’s public and open meetings act. This training is required to be given annually for all governing and appointed bodies that fall under the requirements of the act. For South Ogden this includes the City Council and Planning Commission.

DISCUSSION/ACTION ITEMS

- ***Ordinance 20-14 – Approving a Development Agreement (DA) with Mount Ogden Developers.*** Several years ago, the city council approved a conditional use permit to allow a hotel to be developed on this property. That project was not able to move forward and the property has been purchased by Mount Ogden Developers. Mount Ogden Developers is proposing to construct a 4-story, Class A apartment development. It is anticipated that the project will have approximately 104 residential units above two levels of podium (under the building) parking. During the development process, Mount Ogden Developers realized that in order to do the project they want to do at this location, some exceptions to the 40th Street General Zone requirements would be needed. Staff has worked with Mount Ogden Developers in drafting this DA. The exceptions being requested include (see Section 4(c)):
 - Allow 4-stories instead of 3-stories of residential units above 1 above-grade podium parking
 - Allow a General Stoop Building and visible basement due to the slope of the property
 - Parking ratio of 1.55 per unit instead of the 1.60 that would otherwise be required
 - Allow high grade EIFS or Stucco as primary and secondary façade treatments
 - Allow the build-to line to be 0-15’ instead of the 0-10’ required
 - Remove the requirement for a 6’ setback on stories above the third story
-

E mdixon@southogdencity.com

3950 Adams Ave. Suite 1

SouthOgdenCity.com

O 801-622-2702

South Ogden City, UT 84403

F 801-622-2713

- Reduce the number of required bicycle parking stalls to ½ stalls per unit

The Planning Commission held a public hearing on 6/11/20 and are recommending council approval of this DA. For your information, Chairman Rounds recused himself from the vote and discussion, commissioner Pruess was not in attendance, and commissioner Layton voted against the recommendation with commissioners Bradley, Jones, Howe and Amos voting in support of the recommendation. I've included renderings of what the building will look like and examples of other projects the same developer has done along the Wasatch Front and St. George.

- **Resolution 20-15 – Approving amendments to the FY2020 Budget.** This is the final budget amendment for FY2020. As such, it is a very large, detailed amendment. Recommended amendments include such things as; adjusting the budget to account for new revenues (i.e. grants, donations, bond proceeds, etc.), accounting for new capital purchases/leases, adjustments to certain departmental operational expenditure line items, adjustments within certain enterprise fund budgets and the un-committing of \$75,000 that was set aside to be use, if necessary, for the 40th Street Project. Steve will be reviewing the amendments with the council and will be available to answer any questions the council may have.
- **Resolution 20-16 – Approving a bid award to Axis Reclamation & Construction.** The city recently solicited bids from qualified contractors for the city hall remodel project. This project will include building a public window at the east entrance to city hall for our Recreation Department. It will also include the construction of storage space, including an annex building, for the city's recreation equipment. The lowest, qualified bidder was Axis Reclamation and Construction with a total bid of \$170,900. Staff recommends approval of this bid award.
- **Resolution 20-17 – Approving amendments to the Water Line Replacement Agreement with Urban Land Group.** This DA makes a couple of small amendments to the water line replacement agreement with Urban Land Group. Simply stated, this amendment makes it clear that this project, and the associated liability is a city project and will be managed by the city to insure it gets completed to the city's satisfaction. A copy of the redlined agreement has been included in your packet. Once this agreement gets approved, Staker Parson Company will move forward to complete the project and Urban Land Group will also begin grading the site in preparation for their project.

DISCUSSION ITEMS

- **Amendments to the Title 10.** Staff will review several recommended changes to the city's Form Based Code. As is often the case with large code changes, such as the Form Base Code there are things that you discover along the way that were missed or that don't work as intended. Staff has identified several of these "cleanup" items and will review them and gather council input and feedback during this discussion. Leesa has provided a great report describing each of the recommended amendments.

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- **State Auditor Fraud Risk Assessment.** Beginning this year, the state auditor’s office will be requiring that each city review and discuss a fraud risk assessment that was put together by the state auditor. Although this “one size fits all” assessment has its flaws (staff’s opinion), the intent of the state auditor is that cities complete the assessment and discuss ways we can continue to monitor and protect against fraud. Steve Liebersbach will review the assessment and lead the discussion with the council. Based on staff’s rating of the different areas covered in the assessment, South Ogden’s score is 250 (a rating of “High”). A copy of the assessment has been included in your packet.

OTHER ITEMS

- **40th Street Detention Basin Project** – This project is moving forward smoothly. The contractor has started building the berm along the north and west sides of the basin. Some sidewalk has been poured near the basketball courts. Eventually, this sidewalk will connect to the walking path around the berm.



- **Oakwood & Crestwood Waterline Project** – This project continues to be on schedule. Weber Basin Water will soon be awarding a contract for their secondary water line replacement project that will need to be completed prior to the city completing the project.
- **Burch Creek Park** – The park is really coming together quickly. Below are a couple of pictures showing the recently completed rock retaining wall and the pickle ball courts being poured and all 8 courts will be poured next week. Asphalt will be coming to the parking lot next week along with the polygon shelters that go on top of the hill. Lots of playground equipment has been arriving and once the footings for the shade poles get poured, the equipment will start to be installed in the playground. The new fencing on the east side of the park will also be completed next week and the contractor will start fencing off the north field area in preparation for removal of the back stops and installation of the walking trail.

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- ***Club Heights Park*** – The design and bid documents are approximately 90% complete. It is anticipated that Phase I of the park will be ready to bid later this month.

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**NOTICE AND AGENDA
SOUTH OGDEN CITY COUNCIL
WORK SESSION**

TUESDAY, JUNE 16, 2020

WORK SESSION – 5 PM

COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, June 16, 2020. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

II. REVIEW OF AGENDA

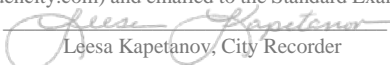
III. DISCUSSION ITEMS

- A. Open and Public Meeting Training
- B. FY2021 Budget

IV. ADJOURN

Posted to the State of Utah Website June 12, 2020

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 June 12, 2020. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, 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.

Open and Public Meetings Act* Title 52, Chapter 4, Utah Code

What is a public body?

Why conduct business in an open meeting?

What are the penalties?

What is a meeting?



What if an emergency meeting is needed?

What is the 24-hour requirement?

Open Meetings

When can a closed meeting be held?

What must be included in a public notice?

What minutes and recordings must be kept?

*This briefing is provided for the convenience of the Legislature, other public bodies, and citizens. Users should consult the Utah Code for definitive provisions of the Open and Public Meetings Act.



Open and Public Meetings Act

Training

“The presiding officer of the public body shall ensure that the members of the public body are provided with annual training on the requirements of this chapter.”

Open and Public Meeting Act

Purpose

The Legislature finds and declares that...

- ◆ State agencies and political subdivisions:
 - ▶ exist to aid in the conduct of the people's business
 - ▶ must take their actions openly
 - ▶ must conduct their deliberations openly

Key Definitions

- ◆ “Meeting” = the convening of a public body
 - ▶ With a quorum present
 - ▶ To discuss, receive comments, or act on a matter over which it has jurisdiction or advisory power
 - ◆ “Convening” = calling of a meeting of a public body,
 - ▶ by an authorized person,
 - ▶ to discuss a subject over which it has jurisdiction or advisory power
- ◆ “Public body” = any administrative, advisory, executive, or legislative body that:
 - ▶ Is created by Utah Constitution, statute, rule, ordinance, or resolution;
 - ▶ Consists of two or more persons;
 - ▶ Expends, disburses, or is supported in whole or in part by tax revenue; and
 - ▶ Is vested with the authority to make decisions regarding the public’s business

Key Definitions – Continued

- ◆ “Meeting” ≠
 - ▶ A chance meeting
 - ▶ A social meeting; or
 - ▶ A convening solely for discussion or implementation of administrative or operational matters if:
 - no formal action is taken or
 - the matters would not come before the body for discussion or action

- ◆ “Public body” ≠
 - ▶ Political party, political group or political caucus or
 - ▶ Conference committee, rules committee, or sifting committee of the Legislature

Meetings are Open

A meeting is open to the public unless closed in accordance with the act

- ◆ Open meetings include:
 - ▶ Regular meetings
 - ▶ Special meetings
 - ▶ Workshops
 - ▶ Executive sessions
 - ▶ Site visits
 - ▶ Traveling tours
- ◆ Closed meetings have specific restrictions

Closed Meeting – Generally

A meeting is open to the public unless...

- ◆ A closed meeting may be held if:
 - ▶ a quorum is present
 - ▶ 2/3 of the members present vote, at an open meeting, to approve closing the meeting (with certain exceptions)
- ◆ The reasons and location of the closed meeting shall be announced and entered into the minutes of the open meeting
- ◆ Only certain matters may be discussed in a closed meeting
- ◆ Certain meetings to review child welfare reports on the death of a child are required to be closed

Closed Meeting – Permitted Purposes

A closed meeting may only be held for:

- ◆ Discussion of the character, competence or health of an individual
- ◆ Strategy sessions for:
 - ▶ Collective bargaining
 - ▶ Pending or imminent litigation
 - ▶ Purchase, exchange, or lease of real property including water rights and shares
 - ▶ Sale of real property including water rights or shares
- ◆ Discussion of security
- ◆ Investigations regarding allegations of criminal conduct
- ◆ Certain Legislative ethics complaint matters
- ◆ Discussion by a county legislative body of certain commercial taxpayer information

Closed Meetings – Vote Exceptions

2/3 vote to close a meeting exceptions:

- ◆ No vote is required to close a meeting for the Independent Legislative Ethics Commission to review an ethics complaint
- ◆ A majority vote is required to close a meeting for an ethics committee of the Legislature to obtain legal advice on legal, evidentiary, or procedural matters or for conducting deliberations on a complaint
- ◆ A majority vote is required to close a meeting that is required to be closed which includes certain reviews of child welfare reports on the death of a child under Section 62A-16-301

Public Notice

“A public body shall give not less than 24 hours public notice of each meeting”

- ◆ The public notice must include:
 - ▶ the agenda (providing reasonable specificity to notify the public as to the topics to be considered - listed as agenda items)
 - ▶ the date, time, and place
- ◆ The public notice must be:
 - ▶ posted at the principal office of the public body, or if none exists, at the building where the meeting is to be held
 - ▶ posted on the Utah Public Notice Website (see www.utah.gov/pmn) (with exceptions for certain small entities)
 - ▶ provided to:
 - at least one newspaper of general circulation within the jurisdiction; or
 - a local media correspondent
- ◆ Public notice of an annual meeting schedule must be provided if the public body holds regular meetings

Topics Not Listed on the Agenda

A topic raised by the public may be discussed during an open meeting, but the public body may not take final action on the topic at the meeting, unless it is an emergency meeting

Minutes and Recordings

- ◆ Open meetings:
 - ▶ written minutes and a recording shall be kept of all open meetings, except a recording is not required to be kept of:
 - a site visit if no action is taken; and
 - a meeting of a small local districts (\$50,000 budget or less)
- ◆ Closed meetings:
 - ▶ a recording must be made of the closed meeting, unless:
 - the closed meeting is exclusively for:
 - discussion of the character, competence or health of an individual; or
 - discussion of security; and
 - the person presiding signs a sworn statement that the closed meeting was solely for the purposes outlined above

Minutes and Recordings – continued

- ◆ **For open meetings**, the written minutes are the official record of action taken and must include:
 - ▶ the date, time, place, and the names of all members present and absent
 - ▶ the substance of all matters discussed which may include a summary of comments made by the members
 - ▶ a record of each vote of each member
 - ▶ the name of each person who, after being recognized, provided comments and the substance in brief of each person's comments
 - ▶ other information that is a record of the proceedings that a member requests to be entered in the minutes
- ◆ A recording shall be complete and unedited from start to finish of the meeting **open or closed** and be properly labeled
- ◆ **For closed meetings**, the recording and any minutes must include:
 - ▶ The date, time, and place and names of all members present and absent
 - ▶ The names of all other present except where the disclosure would infringe on necessary confidentiality to fulfill the purpose of the closed meeting

Minutes and Recordings – continued

- ◆ Written minutes and recordings of **open meetings** are public records under GRAMA
- ◆ A public body must establish procedures for approval of written minutes
- ◆ Written minutes prepared in a form awaiting only formal approval are a public record
- ◆ Written minutes shall be available with a reasonable time after the meeting
- ◆ A recording of an open meeting shall be available to the public for listening within three business days after the meeting
- ◆ **Closed meetings** minutes and recordings are protected or private records under GRAMA

Emergency Meetings

- ◆ An emergency meeting may not be held unless:
 - ▶ an attempt has been made to notify all members of the public body; and
 - ▶ a majority of the members vote to approve the meeting
- ◆ The 24 hour public notice requirements may be disregarded if:
 - ▶ unforeseen circumstance cause a need to hold an emergency meeting to consider emergency or urgent matters; and
 - ▶ the best notice practicable is given of the time, place and topics to be considered

Electronic Meetings

A public body may not hold an electronic meeting unless it has adopted procedures for conducting it
(the Utah Legislature has not adopted procedures)

- ◆ “Electronic meeting means a public meeting convened or conducted by means of a conference using electronic communications”
- ◆ Adopted procedures may include consideration of budget, logistics, presence of a quorum at an anchor location, vote to establish an electronic meeting, notice requirements, etc.

Penalties

The attorney general and the county attorneys shall enforce this chapter

- ◆ Any final action taken in violation of the act is voidable by a court
 - ▶ A suit to void a final action must be commenced within 90 days after the action (30 days for bonding instruments)
- ◆ A closed meeting violation is a class B misdemeanor
- ◆ If closed meeting is challenged, a court shall review the recording or minutes (in private) and determine whether a violation occurred
 - ▶ If the judge determines a violation occurred, the judge shall publicly disclose all information about the portion of the meeting that was illegally closed

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I _____
(please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- City Council
- Planning Commission
- Urban Forestry Commission
- Other Covered Body: _____

By way of the following:

- Review of the 2010 State Legislature presentation (found in packet)
- 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- Other: _____

Executed and Dated this ____ day of _____, 20__.

Signature

South Ogden City

FY 2021

Tentative Budget

May 05, 2020

Resolution – 20-12

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
GENERAL FUND					
TAX REVENUE					
10-31-100	Property Tax Collections CY	3,025,255	3,060,295	2,200,398	3,289,817
10-31-105	Prop 1 Tax Increment	276,876	269,160	217,228	266,241
10-31-200	Property Tax - Delinquent	64,970	45,391	37,853	45,391
10-31-250	Motor Vehicle & Personal Prop.	214,753	208,867	147,276	205,370
10-31-300	General Sales and Use Taxes	3,703,764	3,781,263	2,754,850	3,422,204
10-31-400	Utility Franchise Fee	174,319	363,186	276,016	363,186
10-31-500	Franchise Tax	291,109	314,600	158,755	278,305
10-31-550	Municipal Energy Use Tax	845,729	867,112	662,876	864,390
Total TAX REVENUE:		8,596,776	8,909,874	6,455,251	8,734,904
LICENSES & PERMITS					
10-32-100	Business Licenses	127,562	95,673	115,171	135,190
10-32-160	Good Landlord Licenses	39,518	46,722	10,151	.00
10-32-200	Building Permits	68,552	97,520	107,627	111,000
10-32-300	Animal Licenses	10,788	11,330	7,515	9,631
10-32-325	Micro-Chipping Fees	600	1,251	1,500	1,500
10-32-350	Animal Adoptions	40,375	45,060	30,240	45,060
10-32-375	Animal Shelter Fees	3,378	10,103	6,168	10,103
Total LICENSES & PERMITS:		290,773	307,659	278,371	312,484
INTERGOVERNMENTAL REVENUE					
10-33-150	State Liquor Fund Allotment	20,094	20,496	20,514	21,000
10-33-600	State/Local Grants	421,160	1,260,276	1,107,752	357,146
10-33-900	Class "C" Road Fund Allotment	647,012	653,608	408,585	552,880
10-33-925	Resource Officer Contract	35,156	46,875	46,875	48,750
Total INTERGOVERNMENTAL REVENUE:		1,123,423	1,981,255	1,583,725	979,776
RECREATION & PLANNING FEES					
10-34-200	Baseball Revenue	16,690	22,115	6,151	6,635
10-34-250	Soccer	70-	4,984	12-	1,495
10-34-300	Softball Fees	5	.00	74	.00
10-34-350	Basketball Fees	20,645	23,386	18,863	7,016
10-34-352	Comp Youth Basketball	67,635	45,495	37,015	13,649
10-34-354	Comp Adult Basketball	13,270	4,156	1,705	1,247
10-34-356	Comp Adult Volleyball	.00	1,555	.00	467
10-34-375	Flag Football	2,938	3,353	2,701	1,006
10-34-450	Volleyball Registration	3,297	4,851	3,051	1,455
10-34-500	Football	11,059	12,423	1,631	3,727
10-34-505	Football Apparel	3,585	4,670	3,120	1,401
10-34-550	Tennis / Pickleball	.00	1,545	21	464
10-34-575	Concession Revenues	.00	2,060	.00	.00
10-34-600	Community Facility Rental Fees	4,025	.00	.00	.00
10-34-700	Plan Check Fee	26,226	34,093	38,709	34,093
10-34-725	Engineering Review Fees	1,216	1,133	4,400	2,500
10-34-726	Zoning/Subdivision Fees	2,145	644	1,825	1,500
10-34-750	Street Cut Fee	2,670	4,413	4,419	5,000
10-34-850	Bowery Rental	3,250	5,562	1,375	1,000
10-34-875	Sex Offender Registration Fee	450	515	450	450
10-34-900	Public Safety Reports	23,017	17,496	15,725	13,997

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
Total RECREATION & PLANNING FEES:		202,054	194,449	141,222	97,102
FINES & FORFEITURES					
10-35-200	Fines- Regular	633,673	630,496	437,145	390,248
10-35-300	Alarm Fines/Permits	5,560	6,283	6,250	6,283
Total FINES & FORFEITURES:		639,233	636,779	443,395	396,531
MISCELLANEOUS REVENUE					
10-36-100	Interest	147,813	134,490	112,402	113,508
10-36-105	Cash Over/Short	16	.00	54	.00
10-36-400	Sales of Fixed Assets	358,518	136,419	1,222,229	.00
10-36-500	75th Anniversary Sales	.00	.00	40	.00
10-36-600	560 39th Rental	3,000	.00	.00	.00
10-36-601	Donations to South Ogden City	32,832	446	5,189	.00
10-36-700	Contractual Agreement Reven	124,601	295,214	269,584	150,657
10-36-900	Misc. Revenue	69,961	25,326	25,738	7,805
10-36-950	Traffic School	200	258	125	200
Total MISCELLANEOUS REVENUE:		736,940	592,153	1,635,254	272,170
CHARGE FOR SERVICE & TRANSFERS					
10-39-100	Bond Financing Proceeds	.00	.00	4,300,000	.00
10-39-150	Lease Financing	1,520,642	576,927	423,116	.00
10-39-242	Transfer in from Sewer Fund	9,540	10,017	.00	10,418
10-39-244	Transfer in from Storm Drain	13,780	14,469	.00	15,048
10-39-250	Transfer in from Water Fund	49,820	52,311	.00	54,404
10-39-300	Transfer In From CPF	.00	750,000	.00	.00
10-39-350	Charge for Service - CDRA	4,297	5,300	3,969	5,502
10-39-400	Charge for Service - Water Fnd	237,084	244,457	183,339	253,747
10-39-410	Charge for Service - Sewer Fnd	256,308	248,852	186,633	258,309
10-39-420	Charge for Svc - Storm Drn Fnd	144,396	137,981	103,482	143,225
10-39-430	Charge for Service - Grbge Fnd	117,996	120,712	90,531	125,300
10-39-440	Charge for Service - Amb Fnd	65,472	57,531	43,146	59,718
10-39-700	Appropriated Fund Bal-Class C	.00	50,000	.00	50,000
10-39-800	Appropriated Fund Balance	.00	817,086	.00	6,060,492
Total CHARGE FOR SERVICE & TRANSFERS:		2,419,336	3,085,643	5,334,216	7,036,163
Total Revenue:		14,008,534	15,707,812	15,871,434	17,829,130
COUNCIL					
10-41-110	Salaries and Wages	121,110	123,657	99,814	130,645
10-41-130	Employee Benefits	25,461	24,901	22,681	26,538
10-41-210	Books, Subscrip.& Memberships	10,323	10,500	11,585	11,000
10-41-230	Travel & Training	8,004	6,500	1,616	6,500
10-41-240	Supplies	668	500	1,084	500
10-41-700	Small Equipment	.00	2,500	1,737	750
10-41-750	Capital Outlay	.00	1,355	9,132	.00
Total COUNCIL:		165,565	169,913	147,649	175,933
LEGAL DEPARTMENT					
10-42-110	Salaries and Wages	64,752	74,044	54,781	80,232
10-42-130	Employee Benefits	16,078	18,528	14,602	19,964

Account Number	Account Title	2018-19	2019-20	2019-20	2020-21
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-42-210	Books, Subscriptions & Member	964	1,000	1,662	1,000
10-42-230	Travel & Training	725	500	50	500
10-42-240	Supplies	.00	500	.00	500
10-42-280	Telephone	900	900	675	900
10-42-320	Prosecutorial Fees	2,200	1,000	2,200	1,000
10-42-750	Capital Outlay	.00	1,355	1,355	.00
Total LEGAL DEPARTMENT:		85,620	97,827	75,325	104,096
Court Department					
10-43-110	Salaries & Wages	141,404	154,970	115,764	179,877
10-43-130	Employee Benefits	55,517	60,809	35,679	53,343
10-43-210	Books, Subscriptions, & Mbrshp	493	500	519	500
10-43-230	Travel & Training	1,967	1,500	956	1,500
10-43-240	Office Supplies	2,387	2,500	1,112	2,000
10-43-275	State Surcharge	143,252	150,000	100,135	98,967
10-43-280	Telephone	275	300	125	300
10-43-300	Public Defender Fees	19,000	15,000	10,900	15,000
10-43-305	Wasatch Constable Contract	1,574	56,640	11,763	26,000
10-43-310	Professional & Technical	4,397	3,500	12,287	3,500
10-43-329	Computer Repairs	50	250	.00	250
10-43-330	Witness Fees	333	1,400	315	1,400
10-43-700	Small Equipment	443	300	150	300
10-43-750	Capital Outlay	2,745	2,432	2,432	.00
Total Court Department:		373,837	450,101	292,136	382,937
ADMINISTRATION					
10-44-110	Salaries and Wages	535,393	563,951	447,045	611,337
10-44-130	Employee Benefits	212,213	228,059	180,564	232,924
10-44-210	Books, Subscriptions & Member	4,991	4,000	5,418	4,000
10-44-230	Travel & Training	15,715	18,500	9,210	18,500
10-44-240	Office Supplies & Miscell	5,467	7,500	4,661	6,500
10-44-247	Car Allowance	6,804	6,804	5,103	6,804
10-44-248	Vehicle Maintenance	90	500	430	500
10-44-280	Telephone	4,902	4,980	3,750	4,980
10-44-300	Gas, Oil & Tires	385	750	482	750
10-44-310	Professional & Technical	9,775	16,900	3,792	13,500
10-44-329	Computer Repairs	.00	250	656	250
10-44-600	Service Charges	39,911	41,000	31,650	44,000
10-44-700	Small Equipment	2,353	1,500	1,051	1,500
10-44-750	Capital Outlay	11,292	5,341	5,619	.00
Total ADMINISTRATION:		849,291	900,035	699,429	945,545
NON-DEPARTMENTAL					
10-49-130	Retirement Benefits	15,727	28,778	32,459	33,479
10-49-220	Public Notices	4,985	5,000	4,249	5,000
10-49-250	Unemployment	345	2,000	100	2,000
10-49-255	Ogden Weber Chamber Fees	3,000	3,000	.00	3,000
10-49-260	Workers Compensation	124,951	130,220	107,068	135,000
10-49-290	City Postage	48,500	54,500	15,000	54,500
10-49-291	Newsletter Printing	7,285	8,100	6,359	8,100
10-49-310	Auditors	12,500	13,500	10,050	13,500
10-49-320	Professional & Technical	39,489	40,500	12,888	30,000
10-49-321	I/T Supplies	3,241	3,000	2,136	3,000

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-49-322	Computer Contracts	56,800	63,000	69,111	65,000
10-49-323	City-wide Telephone	5,857	5,700	4,841	5,700
10-49-324	City-wide Internet	6,525	6,360	4,990	6,360
10-49-329	Server Repairs	5,209	5,000	7,684	5,000
10-49-400	Unreserved	15,000	31,587	.00	25,000
10-49-430	Sales Tax Admin Fee	.00	.00	17,946	22,245
10-49-450	Homeless Shelter State Fee	.00	.00	21,142	31,905
10-49-500	City Safety/Wellness Program	7,267	12,000	5,150	12,000
10-49-510	Insurance	172,013	199,500	135,963	185,000
10-49-515	City Donations	4,100	4,100	.00	4,100
10-49-520	Employee Assistance Plan	3,600	3,600	2,700	3,600
10-49-596	Holiday Dinner	4,957	5,500	5,430	5,500
10-49-597	Employee Recognition Prog	10,445	10,000	7,210	10,000
10-49-598	OFFH	4,261	4,200	4,426	4,200
10-49-599	Easter Egg Hunt	2,692	3,000	18	3,000
10-49-600	Community Programs	7,567	4,000	3,236	4,000
10-49-601	Community Brand	325	.00	.00	.00
10-49-605	Continuing Education	2,017	7,000	1,080	7,000
10-49-607	Soba	976	1,200	940	1,200
10-49-610	Government Immunity	255	6,500	.00	6,500
10-49-700	Small Equipment	11,510	2,000	164	2,000
10-49-750	Capital Outlay	63,192	26,000	22,673	.00
Total NON-DEPARTMENTAL:		644,589	688,845	502,855	696,889
ELECTIONS					
10-50-240	Supplies	.00	22,000	21,044	.00
Total ELECTIONS:		.00	22,000	21,044	.00
BUILDING AND GROUNDS					
10-51-260	Senior Center Maint & Util	7,757	.00	553	.00
10-51-262	Old City Hall Utilities	6,148	.00	801	.00
10-51-263	Fire Station #82 Utilities	7,123	8,000	6,294	8,000
10-51-264	Station #82 Maintenance	4,670	2,000	6,238	2,000
10-51-265	Cleaning Contract	21,094	27,000	15,115	27,000
10-51-266	Elevator Maintenance	7,868	6,200	6,059	6,500
10-51-270	New City Hall Maintenance	28,462	60,900	26,294	30,000
10-51-275	New City Hall Utilities	107,497	73,000	54,312	115,331
10-51-280	Old City Building Repairs	459	.00	.00	.00
10-51-750	Capital Outlay	60,081	60,081	.00	60,081
Total BUILDING AND GROUNDS:		251,157	237,181	115,665	248,912
PLANNING & ZONING					
10-52-120	Commission Allowance	5,900	6,300	2,600	6,300
10-52-210	Books, Subscrip, Memberships	.00	250	39	250
10-52-230	Travel & Training	.00	500	.00	500
10-52-240	Commercial Form Based Zoning	9,923	5,000	.00	5,000
10-52-310	Professional & Technical Servi	76,514	65,000	59,535	65,000
10-52-330	General Plan Revision	.00	80,000	11,960	.00
Total PLANNING & ZONING:		92,337	157,050	74,135	77,050
POLICE SERVICES					
10-55-110	Full time wages - Police	1,523,268	1,590,073	1,284,281	1,698,156

Account Number	Account Title	2018-19	2019-20	2019-20	2020-21
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-55-111	Part time wages - Police	31,813	33,546	27,542	37,281
10-55-112	Overtime wages - Police	30,313	42,114	48,267	37,310
10-55-114	Bailiff Wages	1,415	.00	.00	.00
10-55-115	Animal Control Wages	51,007	55,341	43,310	60,677
10-55-116	Crossing Guards	14,043	21,869	12,264	22,700
10-55-130	Benefits - DPS	1,005,383	1,120,199	867,450	1,145,375
10-55-131	WTC - A/C Contract	53,057	56,322	51,245	64,666
10-55-132	Liquor Funds Expenditures	38,728	34,320	27,594	22,587
10-55-150	Death Benefit Ins. - Police	2,425	2,395	266	2,395
10-55-210	Mbrshps, Bks & Sub - Police	5,978	6,500	6,138	6,500
10-55-230	Travel & Training - Police	12,967	15,500	13,230	15,500
10-55-240	Office Supplies - Police	4,062	6,000	3,887	6,000
10-55-245	Clothing Contract - Police	19,921	20,000	10,087	20,000
10-55-246	Special Dept Supplies - Police	10,199	14,000	8,850	14,000
10-55-247	Animal Control Costs	46,024	37,259	39,043	20,125
10-55-248	Vehicle Maintenance - Police	16,764	22,000	10,815	19,000
10-55-250	Equipment Maintenance - Police	56	2,000	.00	2,000
10-55-280	Telephone/Internet - Police	22,315	22,500	15,987	22,500
10-55-300	Gas, Oil & Tires - Police	61,656	54,000	43,140	54,000
10-55-310	Professional & Tech - Police	13,215	23,727	20,427	23,727
10-55-323	MDT/Radio Repairs	.00	2,500	1,662	2,500
10-55-329	Computer Repairs - Police	2,089	1,400	380	1,400
10-55-350	Crime Scene Investigations	32,577	33,186	33,186	34,448
10-55-400	Weber/Morgan Strike Force	17,094	17,101	17,101	17,146
10-55-450	K-9	1,876	2,000	1,521	2,000
10-55-470	Community Education - Police	603	1,000	24	1,000
10-55-649	Lease Interest/Taxes	2,453	4,075	3,592	.00
10-55-650	Lease Payments - Police	39,160	104,032	100,584	42,000
10-55-700	Small Equipment - Police	31,213	24,260	43,930	7,000
10-55-750	Capital Outlay - Police	354,443	205,779	225,193	.00
Total POLICE SERVICES:		3,446,119	3,574,998	2,960,994	3,401,993
FIRE PROTECTION					
10-57-110	Salaries & Wages	917,772	1,075,325	803,244	1,143,025
10-57-111	Part Time Wages	151,746	180,667	116,060	187,533
10-57-112	Overtime	189,711	90,850	176,758	98,228
10-57-130	Employee Benefits	396,263	488,178	445,529	536,128
10-57-210	Memberships, Books & Subscrptn	1,529	2,450	3,410	2,450
10-57-230	Travel & Training	10,726	9,000	6,737	9,000
10-57-240	Office Supplies & Expense	1,588	2,000	3,034	2,000
10-57-245	Clothing Contract	14,966	23,000	22,302	23,000
10-57-246	Special Department Supplies	7,076	16,250	8,091	16,250
10-57-250	Vehicle Maintenance	20,068	27,000	12,410	23,000
10-57-255	Other Equipment Maintenance	8,162	10,000	7,853	10,000
10-57-280	Telephone/Internet	8,158	9,289	9,114	9,289
10-57-300	Gas, Oil & Tires	16,385	8,000	16,799	8,000
10-57-310	Professional & Technical	16,908	68,203	67,343	68,203
10-57-329	Computer Repairs	33	.00	.00	.00
10-57-330	Fire Prevention/ Community Edu	1,021	1,500	1,056	1,500
10-57-400	Emergency Management Planning	6,534	6,000	3,967	6,000
10-57-649	Lease Interest/Taxes	25,173	23,622	1,754	18,470
10-57-650	Lease Payments	5,021	156,181	30,028	136,883
10-57-700	Small Equipment	16,298	2,699	4,262	2,500
10-57-750	Capital Outlay	1,022,571	44,421	44,420	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
Total FIRE PROTECTION:		<u>2,837,709</u>	<u>2,244,635</u>	<u>1,784,172</u>	<u>2,301,459</u>
INSPECTION SERVICES					
10-58-110	Salaries and Wages	75,212	75,546	61,456	<u>77,293</u>
10-58-130	Employee Benefits	31,100	29,694	23,340	<u>29,444</u>
10-58-210	Books, Subscrip. & Memberships	2,890	650	206	<u>650</u>
10-58-230	Travel & Training	3,403	4,500	1,262	<u>4,500</u>
10-58-240	SUPPLIES	175	500	.00	<u>500</u>
10-58-245	Clothing Allowance	203	300	.00	<u>300</u>
10-58-248	Vehicle Maintenance	207	500	515	<u>500</u>
10-58-280	CELLULAR PHONE	1,123	1,300	798	<u>1,300</u>
10-58-300	Gas, Oil & Tires	2,633	1,000	1,014	<u>1,000</u>
10-58-315	PROFESSIONAL & TECHNICAL	5,176	22,650	8,973	<u>22,650</u>
10-58-650	Lease Payments	.00	5,000	3,334	<u>6,000</u>
10-58-700	Small Equipment	.00	.00	1,563	<u>.00</u>
10-58-750	CAPITAL OUTLAY	.00	4,480	3,224	<u>.00</u>
Total INSPECTION SERVICES:		<u>122,122</u>	<u>146,120</u>	<u>105,685</u>	<u>144,137</u>
STREETS					
10-60-110	Salaries and Wages	215,879	228,447	165,706	<u>239,351</u>
10-60-112	Overtime	2,906	7,000	2,190	<u>5,040</u>
10-60-120	Temporary Employees	.00	10,605	.00	<u>.00</u>
10-60-130	Employee Benefits	94,506	102,960	73,819	<u>107,351</u>
10-60-210	Books, Subscrip. Memberships	1,115	1,500	86	<u>1,500</u>
10-60-230	Travel & Training	2,318	5,500	3,405	<u>5,500</u>
10-60-240	Office Supplies & Expense	946	1,000	71	<u>1,000</u>
10-60-245	Clothing/Uniform/Equip. Allow.	3,190	4,800	1,963	<u>4,800</u>
10-60-248	Vehicle Maintenance	23,302	25,000	16,841	<u>25,000</u>
10-60-260	Building & Grounds Maintenance	9,782	10,000	3,205	<u>10,000</u>
10-60-270	Utilities	44,439	50,000	37,472	<u>50,000</u>
10-60-280	Telephone	1,923	3,500	2,211	<u>3,500</u>
10-60-300	Gas, Oil & Tires	27,016	20,000	17,787	<u>20,000</u>
10-60-310	Professional	9,215	26,526	20,201	<u>15,800</u>
10-60-329	Computer Repairs	42	500	.00	<u>500</u>
10-60-400	Class C Maintenance	86,709	100,000	76,807	<u>100,000</u>
10-60-480	Special Department Supplies	21,455	22,000	16,354	<u>22,000</u>
10-60-600	Siemens Streetlight Lease	41,595	43,015	32,171	<u>44,492</u>
10-60-649	Lease Interest/Taxes	86	14,477	14,477	<u>.00</u>
10-60-650	Lease Payments	10,504	218,847	211,514	<u>18,000</u>
10-60-700	Small Equipment	1,327	7,000	1,965	<u>7,000</u>
10-60-725	Sidewalk Replacements	68,486	248,511	199,186	<u>50,000</u>
10-60-730	Street Light Maintenance	16,428	21,000	5,790	<u>15,500</u>
10-60-750	Capital Outlay	885,424	114,598	125,593	<u>.00</u>
Total STREETS:		<u>1,568,592</u>	<u>1,286,786</u>	<u>1,028,813</u>	<u>746,334</u>
PARKS					
10-70-110	Salaries and Wages	206,580	219,274	178,274	<u>245,987</u>
10-70-112	Overtime	4,646	5,000	3,062	<u>5,000</u>
10-70-120	Temporary - Parks	5,549	20,600	690	<u>6,415</u>
10-70-130	Employee Benefits	160,997	185,535	140,984	<u>174,462</u>
10-70-210	Books, Subscriptions & Mbrshps	710	1,200	785	<u>1,200</u>
10-70-230	Travel & Training	1,548	5,500	3,274	<u>5,500</u>
10-70-240	Special Dept. Supplies - Parks	39,195	36,500	18,831	<u>36,500</u>

Account Number	Account Title	2018-19	2019-20	2019-20	2020-21
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-70-244	Office Supplies Expense	533	1,000	.00	1,000
10-70-245	Clothing/Uniform/Equip. Allow.	2,480	7,200	1,947	5,000
10-70-248	Vehicle Maintenance	7,441	12,000	7,048	12,000
10-70-260	Building Maintenance	2,307	14,300	1,419	5,000
10-70-270	Utilities	45,027	46,000	9,376	47,039
10-70-275	Off Leash Dog Area	114,205	.00	.00	.00
10-70-280	Telephone/Internet	3,942	6,000	3,213	6,000
10-70-300	Gas, Oil & Tires	9,307	7,000	9,381	7,000
10-70-310	Professional & Technical	9,184	21,040	7,308	11,000
10-70-320	Urban Forestry Commission	1,584	1,000	125	1,000
10-70-329	Computer Repairs	.00	500	.00	500
10-70-450	RAMP Grant Projects	.00	17,101	3,346	17,146
10-70-549	Constructn Mgmt - Burch Creek	.00	.00	19,435	40,150
10-70-550	Burch Creek Park Constr	347,226	1,404,943	1,520,521	4,265,137
10-70-551	Parks Projects - Other	.00	150,000	22,207	163,755
10-70-552	Constructn Mgmt - Club Heights	.00	.00	.00	24,970
10-70-553	Club Heights Park Constr	.00	.00	.00	682,902
10-70-600	Secondary Water Fees	22,738	27,500	29,142	29,800
10-70-649	Lease Interest/Taxes	270	5,680	5,680	.00
10-70-650	Lease Payments	19,698	84,985	82,985	6,000
10-70-700	Small Equipment	3,187	5,000	4,894	5,000
10-70-750	Capital Outlay- Parks	369,196	234,000	64,085	.00
Total PARKS:		1,377,551	2,518,858	2,138,014	5,805,463
RECREATION					
10-71-110	Salaries & Wages	50,033	52,960	42,925	58,421
10-71-125	Temporary - Recreation	72,505	75,819	55,771	23,610
10-71-130	Employee Benefits	38,515	41,961	34,844	41,484
10-71-210	Books, Subscriptions & Mbrshps	538	5,000	238	5,000
10-71-225	Concession Expenses	.00	1,100	.00	.00
10-71-230	Travel & Training	931	2,000	1,002	2,000
10-71-240	Office Supplies Expense	65	1,200	297	1,200
10-71-241	Comp League Expenses	15,581	10,000	2,048	3,000
10-71-242	Special Dept. Supplies	23,978	30,000	28,565	9,000
10-71-248	Vehicle Maintenance	13	1,000	142	1,000
10-71-250	Gym Facility Utilities/Opertns	6,599	8,000	.00	2,400
10-71-280	Telephone/Internet	3,439	3,500	1,405	3,500
10-71-300	Gas, Oil & Tires	.00	1,000	.00	1,000
10-71-310	Professional & Technical	9,286	9,000	7,050	9,000
10-71-329	Computer Repairs	.00	500	.00	500
10-71-350	Officials Fees	25,225	22,000	13,187	6,600
10-71-700	Small Equipment	2,752	2,500	.00	2,500
10-71-750	Capital Outlay	2,291	159,600	.00	.00
Total RECREATION:		251,750	427,140	187,475	170,215
TRANSFERS					
10-80-160	Reserve for Fund Balance	.00	875,313	.00	506,362
10-80-170	Transfer Prop 1 to CPF	276,876	269,160	201,870	266,241
10-80-190	Trans Utility F/F to CPF	.00	181,593	.00	181,593
10-80-230	Trans to Capital Improv Fund	847,058	.00	.00	.00
10-80-235	Trans to CPF - Class 'C'	331,104	310,707	233,028	210,689
10-80-240	Transfer Class 'c' to Debt Ser	242,508	242,901	182,169	242,191
10-80-250	Transfer to Debt Service Fund	839,988	831,759	623,817	1,041,207
10-80-251	Transfer to Ambulance Fund	.00	24,890	.00	24,890

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-80-275	Trnfr to South Ogden Days Fund	52,004	50,000	37,503	50,000
10-80-330	Transfer CDRA Sales Tax	.00	.00	96,712	104,994
Total TRANSFERS:		2,589,538	2,786,323	1,375,099	2,628,167
Total Expenditure:		14,655,777	15,707,812	11,508,490	17,829,130
GENERAL FUND Revenue Total:		14,008,534	15,707,812	15,871,434	17,829,130
GENERAL FUND Expenditure Total:		14,655,777	15,707,812	11,508,490	17,829,130
Net Total GENERAL FUND:		647,243-	.00	4,362,944	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
South Ogden Days Fund					
Revenue					
12-30-200	Sponsor Donations	25,145	22,000	.00	.00
12-30-225	Vendor Booth Rentals	12,500	26,000	.00	.00
12-30-250	Carnival Ticket Sales	6,496	6,000	.00	.00
12-30-260	Pickleball Registration Fees	630	1,500	.00	.00
12-30-270	Advertising Fees	.00	7,000	.00	.00
12-30-300	Fun Run Entrance Fees	916	1,500	.00	.00
12-30-320	In-Kind Donations	971	.00	.00	.00
12-30-325	Miscellaneous Sales & Fees	2,267	.00	.00	.00
12-30-330	Mud Volleyball Fees	1,040	2,500	.00	.00
12-30-350	Golf Tourney Entrance Fees	4,680	4,600	.00	.00
12-30-400	Transfer in from General Fund	52,004	50,000	37,503	50,000
Total Revenue:		106,649	121,100	37,503	50,000
Total Revenue:		106,649	121,100	37,503	50,000
Expenditures					
12-40-112	S/O Days Overtime	11,076	12,000	.00	.00
12-40-300	Entertainment	13,860	18,000	727	.00
12-40-325	Fireworks	10,000	10,000	.00	.00
12-40-350	Printing & Banners	4,939	7,000	.00	.00
12-40-375	Equipment Rentals	43,203	40,000	.00	.00
12-40-380	Carnival Pay-Out	3,739	3,300	.00	.00
12-40-400	T-shirt Printing	3,342	2,400	.00	.00
12-40-410	Awards	1,118	3,000	.00	.00
12-40-425	Golf Tourney Fees	2,963	4,600	.00	.00
12-40-475	Miscellaneous Expenses	8,011	20,800	729	50,000
Total Expenditures:		102,249	121,100	1,456	50,000
Total Expenditure:		102,249	121,100	1,456	50,000
South Ogden Days Fund Revenue Total:		106,649	121,100	37,503	50,000
South Ogden Days Fund Expenditure Total:		102,249	121,100	1,456	50,000
Net Total South Ogden Days Fund:		4,400	.00	36,047	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
DEBT SERVICE FUND					
REVENUE					
31-30-150	Transfer in from Class 'c'	242,508	242,901	182,169	242,191
31-30-300	Transfer From General Fund	839,988	831,759	623,817	1,041,207
31-30-400	Proceeds from Bond Premium	.00	.00	1,175,040	.00
31-30-410	Bond Proceeds	.00	.00	5,200,000	.00
31-30-455	Interest Earned - Trustee Acct	8,061	2,999	2,971	.00
31-30-800	Appropriated Fund Balance	.00	.00	.00	1,500
Total REVENUE:		1,090,557	1,077,659	7,183,997	1,284,898
Total Revenue:		1,090,557	1,077,659	7,183,997	1,284,898
EXPENDITURES					
31-40-100	Administrative & Professional	4,500	4,500	1,500	3,000
31-40-150	Bond Payment - Principal	862,000	872,000	7,412,232	896,000
31-40-200	Interest on Bond	218,991	201,159	417,343	385,898
Total EXPENDITURES:		1,085,491	1,077,659	7,831,076	1,284,898
Total Expenditure:		1,085,491	1,077,659	7,831,076	1,284,898
DEBT SERVICE FUND Revenue Total:		1,090,557	1,077,659	7,183,997	1,284,898
DEBT SERVICE FUND Expenditure Total:		1,085,491	1,077,659	7,831,076	1,284,898
Net Total DEBT SERVICE FUND:		5,067	.00	647,079-	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
CAPITAL IMPROVEMENTS					
REVENUE					
40-30-110	Traffic Impact Fees	44,132	17,000	23,659	15,000
40-30-120	Park Impact Fees	28,873	17,000	63,429	40,000
40-30-200	Interest	10,754	3,000	22,941	8,000
40-30-205	Interest Earned - Traffic I/F	2,064	300	387	500
40-30-210	Interest Earned - Park I/Fees	5,384	300	1,318	2,000
40-30-300	Transfer In G/F - Prop 1	276,876	269,160	201,870	266,241
40-30-400	Transfer In From General Fund	847,058	.00	.00	.00
40-30-450	Trans From G/F- Class 'C' Rev	331,104	310,707	233,028	210,689
40-30-500	Transfer in Util F/F - G/F	.00	181,593	.00	181,593
40-30-600	Transfer in RIF	508,125	537,132	409,926	537,132
40-30-800	Appropriate Fund Balance	.00	750,000	.00	.00
40-30-805	Appropriate F/B - Class 'c'	.00	1,088,401	.00	.00
40-30-950	Non-Operating Capital Contrbtn	292,172	.00	.00	.00
Total REVENUE:		2,346,542	3,174,593	956,557	1,261,155
Total Revenue:		2,346,542	3,174,593	956,557	1,261,155
EXPENDITURES					
40-40-126	Nature Park - Phase III	308,136	.00	.00	.00
40-40-128	2019/2020 Road/sidewalk proj	.00	2,389,993	1,140,749	.00
40-40-129	2020/2021 Road/Sidewalk Proj.	.00	.00	.00	1,195,655
40-40-157	2018-2019 Road/Sidewalk Proj	389,811	.00	.00	.00
40-40-349	40th St. Widening - grant \$\$\$	432,722	.00	.00	.00
40-40-350	40th St. Betterments	10,440	.00	.00	.00
40-40-480	Transfer to General Fund	.00	750,000	.00	.00
40-40-550	Park Impact Fee Projects	19,598	17,300	.00	42,000
40-40-700	Traffic Impact Fee Projects	.00	17,300	19,107	15,500
40-40-850	Transfer to Retained Earnings	.00	.00	.00	8,000
Total EXPENDITURES:		1,160,707	3,174,593	1,159,856	1,261,155
Total Expenditure:		1,160,707	3,174,593	1,159,856	1,261,155
CAPITAL IMPROVEMENTS Revenue Total:		2,346,542	3,174,593	956,557	1,261,155
CAPITAL IMPROVEMENTS Expenditure Total:		1,160,707	3,174,593	1,159,856	1,261,155
Net Total CAPITAL IMPROVEMENTS:		1,185,834	.00	203,299-	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
WATER FUND					
REVENUE					
51-30-100	Interest	60,979	29,375	42,248	29,375
51-30-105	Interest Earned I/Fees	3,014	1,000	1,738	1,000
51-30-150	Hydrant Rentals	200-	400	700	400
51-30-200	Water Sales	1,794,818	1,863,393	1,387,277	1,863,393
51-30-210	Connection Fees Water	550	1,500	5,450	1,200
51-30-220	Water Impact Fees	1,752	8,000	18,389	7,700
51-30-225	Late Fees	28,178	31,000	18,803	28,000
51-30-700	Contract Services	.00	3,000	.00	.00
51-30-800	Lease Financing	.00	97,000	.00	.00
51-30-875	Transfer in from Storm Drain	.00	8,521	.00	8,521
51-30-890	Appropriation of Fund Balance	.00	558,945	.00	665,084
51-30-925	Misc. Revenue	5,491	79,641	1,479	79,641
	Total REVENUE:	1,894,582	2,681,775	1,476,084	2,684,314
	Total Revenue:	1,894,582	2,681,775	1,476,084	2,684,314
EXPENDITURES					
51-40-110	Salaries and Wages	207,228	222,087	182,417	249,646
51-40-112	Overtime	7,755	12,000	10,256	12,000
51-40-130	Employee Benefits	19,407-	92,874	80,633	97,795
51-40-140	Franchise Fee	52,697	111,803	83,210	111,803
51-40-210	Books, Subscript. & Membership	2,852	4,500	954	3,000
51-40-230	Travel & Training	5,772	8,000	5,804	8,000
51-40-240	Office Supplies	1,450	2,500	1,362	2,500
51-40-245	Clothing/Uniform/Equip. Allow.	2,618	4,800	2,123	4,800
51-40-248	Vehicle Maintenance	8,699	10,000	4,051	10,000
51-40-260	Gain/Loss on F/A sale	40,000-	.00	.00	.00
51-40-280	Telephone	3,387	6,000	1,793	5,000
51-40-290	Building Maintenance	7,829	7,500	352	7,500
51-40-300	Gas, Oil & Tires	5,426	10,000	2,813	10,000
51-40-310	Professional & Technical Servi	8,308	15,000	45,664	15,000
51-40-311	Bad Debts Expense	1,469-	.00	.00	.00
51-40-320	Blue Stake Service	1,862	2,000	1,470	2,000
51-40-329	Computer Repairs	.00	500	.00	500
51-40-330	Valve Repair	24,712	35,000	14,799	35,000
51-40-400	PRV Maintenance	19,513	20,000	5,325	20,000
51-40-480	Special Department Supplies	34,678	40,000	40,562	40,000
51-40-490	Water Sample Testing	10,306	8,000	3,364	8,000
51-40-550	Weber Basin Exchange Water	207,993	261,443	241,904	273,102
51-40-560	Power and Pumping	5,153	10,000	5,375	10,000
51-40-610	h2o Tank Inspection/Maint	3,527	10,000	56,843	10,000
51-40-649	Lease Interest/Taxes	136	.00	791	.00
51-40-650	Lease Payments	2,123	26,302	13,478	6,000
51-40-656	675 East 4250 South	.00	150,000	.00	150,000
51-40-657	PRV Replace @ Panarama	.00	225,000	.00	225,000
51-40-665	Paint the Tanks Repairs	17,586	.00	.00	.00
51-40-667	Radio Read Maintenance	32,110	25,000	8,819	25,000
51-40-680	Charge for Services - G/F	237,084	244,457	183,339	253,747
51-40-701	Scada Upgrade	.00	141,101	264	141,101
51-40-702	4500 S - Monroe Blvd to end	.00	235,192	124,260	.00
51-40-703	Oakwood & Crestwood & culdesac	.00	436,716	5,374	436,716
51-40-749	Small Equipment	321	4,000	513	4,000

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
51-40-750	Capital Outlay	.00	97,000	.00	.00
51-40-770	Water Impact Fee Projects	40,889	9,000	188	8,700
51-40-790	Transfer to General Fund	49,820	.00	.00	54,404
51-40-970	Depreciation	144,362	194,000	145,494	194,000
51-40-980	Contingency	.00	.00	3,752	250,000
Total EXPENDITURES:		1,085,320	2,681,775	1,277,346	2,684,314
Total Expenditure:		1,085,320	2,681,775	1,277,346	2,684,314
WATER FUND Revenue Total:		1,894,582	2,681,775	1,476,084	2,684,314
WATER FUND Expenditure Total:		1,085,320	2,681,775	1,277,346	2,684,314
Net Total WATER FUND:		809,262	.00	198,738	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
SANITARY SEWER					
REVENUE					
52-30-100	Interest Earned	32,780	18,500	16,633	18,500
52-30-200	Sewer Sales	2,086,069	2,159,437	1,647,844	2,159,437
52-30-250	Connection Fees Sewer	300	700	7,650	500
52-30-890	Appropriation of Fund Balance	.00	350,000	.00	983,313
52-30-925	Misc. Revenue	7,811	69,713	6,000	69,713
Total REVENUE:		2,126,960	2,598,350	1,678,127	3,231,463
Total Revenue:		2,126,960	2,598,350	1,678,127	3,231,463
EXPENDITURES					
52-40-110	Salaries and Wages	183,944	205,192	166,057	228,512
52-40-112	Overtime	4,769	12,000	7,430	12,500
52-40-130	Employee Benefits	186,367	146,289	116,512	139,338
52-40-140	Franchise Fee	62,205	129,567	98,871	129,567
52-40-210	Memberships	294	700	100	700
52-40-230	Traveling & Training	2,284	5,000	3,500	5,000
52-40-240	Office Supplies	947	5,600	1,409	4,000
52-40-245	Clothing/Uniform/Equip. Allow.	3,109	4,800	2,504	4,800
52-40-248	Vehicle Maintenance	1,453	5,000	1,065	5,000
52-40-280	Telephone	4,436	4,000	5,659	4,000
52-40-290	Building Maintenance	4,367	5,000	950	5,000
52-40-300	Gas, Oil & Tires	5,285	4,000	1,153	4,000
52-40-310	Professional & Technical	3,160	12,500	4,476	10,000
52-40-311	Bad Debts Expense	2,103	.00	.00	.00
52-40-315	Sewer Lines Cleaning Service	47,714	50,000	41,147	50,000
52-40-320	Blue Stake Service	.00	800	.00	800
52-40-400	Transfer to General Fund	9,540	.00	.00	10,418
52-40-480	Maintenance Supplies	9,042	15,100	1,871	15,100
52-40-550	Central Weber Sewer Pre-Trea	11,983	13,252	13,252	14,409
52-40-610	Central Weber Sewer Fees	1,059,896	1,083,395	797,381	1,082,010
52-40-650	Manhole Replacement	3,480	40,000	.00	40,000
52-40-656	40th St Reline - FY 2021	.00	99,303	.00	700,000
52-40-665	Video & Fix Trouble Spots	28,333	25,000	3,323	25,000
52-40-680	Charge for Services - G/F	256,308	248,852	186,633	258,309
52-40-700	Small Equipment	321	5,000	295	5,000
52-40-705	Replace 700 E/H Guy Child	.00	350,000	.00	350,000
52-40-970	Depreciation	121,290	128,000	95,994	128,000
52-40-980	Sewer Contingency	9,885	.00	.00	.00
Total EXPENDITURES:		2,022,515	2,598,350	1,549,582	3,231,463
Total Expenditure:		2,022,515	2,598,350	1,549,582	3,231,463
SANITARY SEWER Revenue Total:		2,126,960	2,598,350	1,678,127	3,231,463
SANITARY SEWER Expenditure Total:		2,022,515	2,598,350	1,549,582	3,231,463
Net Total SANITARY SEWER:		104,445	.00	128,545	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
STORM DRAIN FUND					
REVENUE					
53-30-100	Interest	22,471	7,500	18,942	7,500
53-30-105	Interest Earned I/Fees	9,917	1,500	8,137	6,000
53-30-200	Storm Drain Revenue	1,121,031	1,146,163	876,723	1,146,163
53-30-220	Storm Drain Impact Fees	52,846	17,000	73,914	17,000
53-30-885	Approp. of I/Fee Fund Balance	.00	300,000	.00	.00
53-30-890	Appropriation of Fund Balance	.00	380,986	.00	572,783
53-30-925	Misc. Revenue	1,381	.00	.00	.00
Total REVENUE:		1,207,646	1,853,149	977,716	1,749,446
Total Revenue:		1,207,646	1,853,149	977,716	1,749,446
EXPENDITURES					
53-40-110	Salaries and Wages	207,542	237,386	187,505	259,688
53-40-112	Overtime	6,647	11,000	9,148	11,000
53-40-130	Employee Benefits	207,166	134,518	110,043	151,921
53-40-140	Franchise Fee	33,218	68,769	52,603	68,769
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIP	1,980	4,000	4,269	4,000
53-40-230	Travel & Training	3,795	5,500	1,812	5,500
53-40-240	Office Supplies	617	1,500	1,030	1,500
53-40-245	Clothing/Uniform/Equip. Allow.	2,365	6,000	3,012	6,000
53-40-248	Vehicle Maintenance	3,093	6,000	1,286	6,000
53-40-280	Telephone	1,713	2,500	527	2,500
53-40-290	Building Maintence	4,284	10,000	553	8,000
53-40-300	Gas, Oil & Tires	10,270	6,500	4,524	6,500
53-40-310	Prof & Tech Services	2,848	21,650	4,388	21,650
53-40-311	Bad Debts Expense	90	.00	.00	.00
53-40-320	Blue Stake Service	.00	700	.00	700
53-40-400	System Maintenance Program	30,725	40,000	14,136	40,000
53-40-480	Special Department Supplies	5,119	6,000	2,121	6,000
53-40-649	Lease Interest/Taxes	.00	.00	1,229	.00
53-40-650	Lease Payments	.00	.00	17,307	.00
53-40-655	Transfer to Water Fund	.00	8,521	.00	8,521
53-40-656	Jefferson 36th to 38th	.00	210,905	.00	210,905
53-40-657	850 E 45th to Vista	.00	150,000	.00	150,000
53-40-658	Oakwood/Crestwood Project	.00	32,708	291	32,708
53-40-670	Transfer to General Fund	13,780	.00	.00	15,048
53-40-680	Charge for Services - G/F	144,396	137,981	103,482	143,225
53-40-700	Small Equipment	.00	1,500	.00	1,500
53-40-706	4500 S - Monroe Blvd to end	.00	166,200	99,415	.00
53-40-710	40th Storm Drain - Phase II	.00	460,811	6,649	460,811
53-40-970	Depreciation	63,648	104,000	77,994	104,000
53-40-981	Impact Fee Projects	3,455	18,500	1,671	23,000
Total EXPENDITURES:		746,750	1,853,149	704,996	1,749,446
Total Expenditure:		746,750	1,853,149	704,996	1,749,446
STORM DRAIN FUND Revenue Total:		1,207,646	1,853,149	977,716	1,749,446
STORM DRAIN FUND Expenditure Total:		746,750	1,853,149	704,996	1,749,446

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
Net Total STORM DRAIN FUND:		460,896	.00	272,720	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
GARBAGE FUND					
REVENUE					
54-30-100	Interest Earned	8,947	3,500	6,672	3,500
54-30-200	Garbage Fees	664,649	668,304	525,071	668,304
54-30-205	Recycling Fees	208,674	215,832	163,790	215,832
54-30-850	Misc. Rental	2,570	1,000	770	1,000
54-30-885	Lease Financing	.00	74,300	81,153	.00
54-30-890	Appropriate Fund Balance	.00	78,040	.00	64,511
54-30-925	Misc. Revenue	100	.00	100	.00
Total REVENUE:		884,940	1,040,976	777,556	953,147
Total Revenue:		884,940	1,040,976	777,556	953,147
EXPENDITURES					
54-40-140	Franchise Fee	26,200	53,047	41,332	53,047
54-40-230	Traveling & Training	.00	.00	246	.00
54-40-240	Office Spplies	617	3,500	1,030	2,500
54-40-248	Vehicle Maintenance	4,095	3,000	2,736	3,000
54-40-280	Telephone	.00	2,300	.00	1,500
54-40-290	Building Maintenance	3,891	5,000	.00	5,000
54-40-300	Gas, Oil & Tires	2,504	3,000	455	3,000
54-40-310	Prof & Teach Services	208	1,000	263	1,000
54-40-311	Bad Debts Expense	81	.00	.00	.00
54-40-420	Allied Waste - Contract Srvc.	443,585	468,000	348,614	468,000
54-40-425	Recycled Earth Contract	27,223	26,400	23,608	26,400
54-40-430	Tipping Fees	243,549	222,000	176,689	222,000
54-40-440	Additional Cleanups	10,266	7,400	5,476	7,400
54-40-450	Construction Materials Tipping	2,992	6,000	4,106	6,000
54-40-520	Tree Removal	12,660	15,000	960	15,000
54-40-615	Junk Ordinance Enforcement	.00	7,500	.00	7,500
54-40-650	Lease Payments	.00	16,317	.00	.00
54-40-680	Charge for Services - G/F	117,996	120,712	90,531	125,300
54-40-700	Small Equipment	.00	.00	306	.00
54-40-750	Capital Outlay	1	74,300	81,152	.00
54-40-970	Depreciation	5,929	6,500	4,869	6,500
Total EXPENDITURES:		901,798	1,040,976	782,373	953,147
Total Expenditure:		901,798	1,040,976	782,373	953,147
GARBAGE FUND Revenue Total:		884,940	1,040,976	777,556	953,147
GARBAGE FUND Expenditure Total:		901,798	1,040,976	782,373	953,147
Net Total GARBAGE FUND:		16,858-	.00	4,817-	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
ROAD IMPROVEMENT FEE FUND					
REVENUE					
55-30-200	Road Improvement Fees	514,262	537,132	412,071	<u>537,132</u>
Total REVENUE:		514,262	537,132	412,071	<u>537,132</u>
Total Revenue:		514,262	537,132	412,071	<u>537,132</u>
EXPENDITURES					
55-40-311	Bad Debt Expense	342-	.00	.00	<u>.00</u>
55-40-550	Transfer RIF to CPF	508,125	537,132	409,926	<u>537,132</u>
Total EXPENDITURES:		507,783	537,132	409,926	<u>537,132</u>
Total Expenditure:		507,783	537,132	409,926	<u>537,132</u>
ROAD IMPROVEMENT FEE FUND Revenue Total:		514,262	537,132	412,071	<u>537,132</u>
ROAD IMPROVEMENT FEE FUND Expenditure Total:		507,783	537,132	409,926	<u>537,132</u>
Net Total ROAD IMPROVEMENT FEE FUND:		6,479	.00	2,144	<u>.00</u>

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
AMBULANCE FUND					
REVENUE					
58-30-100	Interest Earned	19	20	21	20
58-30-201	Ambulance Fees - S/O - DPS	453,689	486,599	417,664	486,599
58-30-210	Miscellaneous Revenue	11,846	7,200	14,274	7,200
58-30-870	Transfer from General Fund	.00	24,890	.00	24,890
Total REVENUE:		465,554	518,709	431,959	518,709
Total Revenue:		465,554	518,709	431,959	518,709
EXPENDITURES					
58-40-110	Salaries and Wages	224,443	116,659	91,264	127,448
58-40-111	Part Time Wages	37,937	20,075	12,738	20,838
58-40-112	Overtime	47,428	10,095	20,708	10,915
58-40-130	Employee Benefits	109,314	82,617	53,320	59,570
58-40-210	Memberships	40	520	.00	520
58-40-230	Travel & Training	1,399	1,500	1,173	1,500
58-40-240	Office Supplies	218	750	.00	750
58-40-245	Uniform Allowance	3,557	3,850	2,684	3,850
58-40-248	Vehicle Maintenance	5,481	9,000	11,451	9,000
58-40-250	Equipment Maintenance	2,393	6,500	1,177	6,500
58-40-270	EMS Billing Fees	17,890	19,000	15,659	19,000
58-40-280	Telephone	466	750	60	750
58-40-300	Gas, Oil & Tires	9,092	6,500	4,950	6,500
58-40-310	Professional & Technical	52,421	48,214	48,813	48,214
58-40-312	PMA Fees	46,548	51,000	45,498	51,000
58-40-329	Computer Repairs	429	.00	.00	.00
58-40-330	EMS Education	790	1,000	313	1,000
58-40-480	Special Department Supplies	240	3,095	2,401	3,095
58-40-490	Disposable Medical Supplies	22,372	27,000	24,891	27,000
58-40-680	Charge for Services - G/F	65,472	57,531	43,146	59,718
58-40-700	Small Equipment	953	.00	.00	.00
58-40-970	Depreciation	24,418	28,000	20,997	28,000
58-40-980	Retained Earnings	.00	25,053	.00	33,541
Total EXPENDITURES:		673,300	518,709	401,241	518,709
Total Expenditure:		673,300	518,709	401,241	518,709
AMBULANCE FUND Revenue Total:		465,554	518,709	431,959	518,709
AMBULANCE FUND Expenditure Total:		673,300	518,709	401,241	518,709
Net Total AMBULANCE FUND:		207,746-	.00	30,718	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
Community Developmnt & Renewal					
REVENUE					
61-30-110	Tax Inc. - 36th Street	85,948	108,000	82,272	109,300
61-30-170	Interest - 36th Street	172	.00	159	.00
Total REVENUE:		86,121	108,000	82,431	109,300
Total Revenue:		86,121	108,000	82,431	109,300
EXPENDITURES					
61-40-400	Professional	2,605	.00	2,534	2,000
61-40-710	Charge for Services - G/F	4,297	4,300	3,222	4,300
61-40-820	Loan Interest Expense	7,571	3,700	.00	3,000
61-40-840	Loan Payment to General Fund	.00	40,000	.00	40,000
61-40-841	Loan Payment to Water Fund	.00	30,000	.00	30,000
61-40-842	Loan Payment to Sewer Fund	.00	30,000	.00	30,000
Total EXPENDITURES:		14,474	108,000	5,756	109,300
Total Expenditure:		14,474	108,000	5,756	109,300
Community Developmnt & Renewal Revenue Total:		86,121	108,000	82,431	109,300
Community Developmnt & Renewal Expenditure Total:		14,474	108,000	5,756	109,300
Net Total Community Developmnt & Renewal:		71,647	.00	76,675	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
CRA - Young Mazda Project Area					
REVENUE					
66-30-100	Tax Increment	.00	20,000	20,424	18,000
66-30-101	Interest	.00	.00	36	.00
66-30-125	Sales Tax Revenue	.00	17,000	.00	15,000
Total REVENUE:		.00	37,000	20,460	33,000
Total Revenue:		.00	37,000	20,460	33,000
EXPENDITURES					
66-40-100	Professional & Technical	817	3,000	449	2,000
66-40-550	Tax Increment Incentives	.00	33,000	.00	30,000
66-40-600	Charge for Services - G/F	.00	1,000	747	1,000
Total EXPENDITURES:		817	37,000	1,196	33,000
Total Expenditure:		817	37,000	1,196	33,000
CRA - Young Mazda Project Area Revenue Total:		.00	37,000	20,460	33,000
CRA - Young Mazda Project Area Expenditure Total:		817	37,000	1,196	33,000
Net Total CRA - Young Mazda Project Area:		817-	.00	19,265	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
CDRA - NW Project Area					
Revenue					
67-30-200	Sales Tax Revenue	131,631	111,000	96,712	94,000
Total Revenue:		131,631	111,000	96,712	94,000
Total Revenue:		131,631	111,000	96,712	94,000
Expenditures					
67-40-400	Professional & Technical	5,126	5,000	285	3,000
67-40-480	Sales Tax Incentives	131,631	106,000	.00	91,000
Total Expenditures:		136,757	111,000	285	94,000
Total Expenditure:		136,757	111,000	285	94,000
CDRA - NW Project Area Revenue Total:		131,631	111,000	96,712	94,000
CDRA - NW Project Area Expenditure Total:		136,757	111,000	285	94,000
Net Total CDRA - NW Project Area:		5,126-	.00	96,427	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
CDRA - Hinckley Project Area					
Revenue					
68-30-300	Interest Income	.00	.00	5,000	.00
68-30-500	Sale of Property	837,962	.00	.00	25,000
68-30-890	Approp of Fund Balance	.00	7,000	.00	.00
Total Revenue:		837,962	7,000	5,000	25,000
Total Revenue:		837,962	7,000	5,000	25,000
Expenditures					
68-40-400	Professional & Technical	24,688	7,000	88,242	25,000
68-40-520	Transfer to General Fund	875,000	.00	37,038-	.00
68-40-600	New CDRA Projects	350,008	.00	.00	.00
Total Expenditures:		1,249,696	7,000	51,204	25,000
Total Expenditure:		1,249,696	7,000	51,204	25,000
CDRA - Hinckley Project Area Revenue Total:		837,962	7,000	5,000	25,000
CDRA - Hinckley Project Area Expenditure Total:		1,249,696	7,000	51,204	25,000
Net Total CDRA - Hinckley Project Area:		411,734-	.00	46,204-	.00
Net Grand Totals:		1,358,507	.00	4,322,825	.00



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, June 16, 2020

WORK SESSION – 5 PM

REGULAR COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, June 16, 2020. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

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

- II. **PUBLIC COMMENTS** – This is an opportunity to address the mayor and council with any concerns, suggestions, or praise. No action can or will be taken at this meeting on comments made.
Please limit your comments to three minutes.

III. RESPONSE TO PUBLIC COMMENT

IV. RECOGNITION OF SCOUTS AND STUDENTS

V. CONSENT AGENDA

- A. Approval of June 2, 2020 Meeting Minutes

VI. PUBLIC HEARING

To Receive and Consider Comments on Proposed Amendments to the FY2020 Budget

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Ordinance 20-17** – Approving a Development Agreement with Mount Ogden Developers for the Property Located at Approximately 935 Country Hills Drive
- B. Consideration of **Resolution 20-15** – Approving Amendments to the FY2020 Budget
- C. Consideration of **Resolution 20-16** – Approving an Agreement with Axis Reclamation & Construction for City Hall Remodel
- D. Consideration of **Resolution 20-17** – Approving an Agreement with Urban Land Group for Water Line Replacement by Harrison Water Tanks

VIII. DISCUSSION ITEMS

- A. Discussion on Proposed Amendments to Title 10 of the City Code For Matters of Correction, Clarification, and Change
- B. Discussion on State Auditor’s Fraud Risk Assessment

IX. RECESS INTO COMMUNITY DEVELOPMENT RENEWAL AGENCY BOARD MEETING

See separate agenda


X. REPORTS/DIRECTION TO CITY MANAGER

- A. City Council Members
- B. City Manager
- C. City Attorney
- D. Mayor

XI. ADJOURN

Posted to the State of Utah Website June 12, 2020

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 June 12, 2020. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, 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.



**MINUTES OF THE
SOUTH OGDEN CITY COUNCIL
WORK SESSION AND
CITY COUNCIL MEETING**

TUESDAY, JUNE 2, 2020

WORK SESSION – 5 PM IN COUNCIL ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Council Members Strate and Smyth joined the meeting via the Zoom meeting app.

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Finance Director Steve Liebersbach, Fire Chief Cameron West, Police Chief Darin Parke, Officer Chris Freestone, Information Services Manager Brian Minster, Special Events Coordinator Jamie Healy, and Recorder Leesa Kapetanov Note: City Attorney Ken Bradshaw, and Parks and Public Works Director Jon Andersen joined the meeting via Zoom.

CITIZENS PRESENT

No one else was present for the work session

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link

https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200602_1706.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- Mayor Porter called the meeting to order at 5:08 pm and entertained a motion to begin.

00:00:23

Council Member Howard moved to open the meeting, followed by a second from Council Member Stewart. Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.

35 **II. REVIEW OF AGENDA**

- 36 • Discussion on Letter of Intent for Lincoln Avenue
37 00:01:49
38
39

40
41 **III. DISCUSSION ITEMS**

42 **A. Strategic Plan** 00:20:56

- 43 • Council determines to keep 2.1- Recruitment and Retention Plan on the strategic plan
44 00:34:09

- 45 • Chief Parke explains how sharing officers with other communities works
46 00:36:17

- 47 • Further discussion of strategic plan
48 00:37:16
49

50 **B. FY2021 Budget** 00:40:53
51

52 Since there was some time left over at the end of the work session, City Manager Dixon used it to report
53 to the City Council 00:46:08
54

55
56
57 **IV. ADJOURN**

58 At 6:00 pm, Mayor Porter called for a motion to adjourn the work session.
59

60 **Council Member Howard moved to adjourn, followed by a second from Council Member Orr.**
61 **The voice vote was unanimous in favor of the motion.**

62 00:51:30
63

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Council Members Strate and Smyth joined the meeting via the Zoom meeting app.

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Parke, Officer Chris Freestone, Information Services Manager Brian Minster, Special Events Coordinator Jaime Healy, and Recorder Leesa Kapetanov Note: City Attorney Ken Bradshaw, and Parks and Public Works Director Jon Andersen joined the meeting via Zoom.

CITIZENS PRESENT

Bry Collard, Steve Farnsworth, Sono Farnsworth, Sean Alibrando

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link

https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200602_1801.mp3
or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:04 pm and called for a motion to convene

00:00:04

Council Member Orr moved to begin council meeting, followed by a second from Council Member Smyth. In a voice vote Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.

B. Prayer/Moment of Silence

The mayor led those present in a moment of silence.

C. Pledge Of Allegiance

Council Member Brent Strate led the Pledge of Allegiance.

107 **II. PUBLIC COMMENTS**

- 108 • The mayor opened the meeting to public comment for those present and instructed those on
109 Facebook and Vimeo they could type their comments over those platforms until 6:20 pm.

110 00:01:11

111
112 Brianna Collard 00:02:13 Concerned about Burch Creek Park crosswalk

113
114
115

116 **III. RESPONSE TO PUBLIC COMMENT**

- 117 • The mayor responded to Ms. Collard’s concerns

118 00:04:17

119
120

121 **IV. RECOGNITION OF SCOUTS/STUDENTS PRESENT**

- 122 • No scouts or students were present

123
124

125 **V. CONSENT AGENDA**

- 126 A. Approval of May 19, 2020 Council Minutes
127 B. Declaring 14 Thermal Printers as Surplus to the City’s Needs
128 C. Set Date for Public Hearing (June 16, 2020 at 6 pm or as soon as the agenda permits) to
129 Receive and Consider Comments on Amendments to the FY2020 Budget

- 130 • Mayor Porter read the consent agenda and asked if there were any questions or comments.

131 00:07:02

- 132 • The mayor called for a motion to approve the consent agenda with the corrections to the
133 minutes 00:07:57

134

135 **Council Member Howard so moved. The motion was seconded by Council Member**
136 **Smyth. There was no further discussion. The voice vote was unanimous in favor of the**
137 **motion.**

138
139

140 **VI. PUBLIC HEARING**

141 To Receive and Consider Comments on Proposed Amendments to SOCC 9-3A-2 Concerning Storm
142 Water Drainage Systems

- 143 • Staff overview 00:08:16

- 144 • Motion to open the public hearing

145 00:08:57

146

147 **Council Member Howard moved to open the public hearing, followed by a second from Council**
148 **Member Stewart. All present voted aye.**

149

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- Mayor Porter asked if anyone wanted to come forward to comment to the public hearing item. No one came forward. He instructed those joining the meeting electronically their comments would be accepted until 6:30. They must begin their comments with “Public Hearing.” He then called for a motion to close the public hearing but keep the record open until 6:30 pm.

Council Member Orr so moved. The motion was seconded by Council Member Howard. The voice vote was unanimous in favor of the motion.

VII. DISCUSSION ITEMS/ACTION ITEMS

- The mayor went to Item B first, so those commenting electronically concerning Item A would have time to do so

B. Consideration of Resolution 20-14 – Approving an LOI with Seasons on Riverdale Concerning Lincoln Avenue

- Staff overview 00:10:58
- Discussion 00:17:25 Note: Sean Alibrando, representative of Seasons On Riverdale, answered questions for the council
- Motion 00:31:01

Council Member Howard moved to adopt Resolution 20-14. Council Member Smyth seconded the motion. The mayor asked if there was any more discussion, and seeing none, he called the vote:

Council Member Orr-	Yes
Council Member Strate-	Yes
Council Member Stewart-	Yes
Council Member Howard-	Yes
Council Member Smyth-	Yes

The letter of intent was approved.

A. Consideration of Ordinance 20-16 – Amending SOCC 9-3A-2 for Storm Water Drainage Systems

- Mayor Porter asked if there had been any electronic comments made for the public hearing on this item. Information Services Manager Brian Minster informed him no comments had been made.
00:31:42
- Council discussion/questions
00:32:11

193 • Motion 00:48:38

194

195 Council Member Howard moved to adopt Ordinance 20-16, followed by a second from
196 Council Member Smyth. Mayor Porter asked if there was any more discussion. The
197 mayor then called the vote:

198

199 Council Member Smyth - Yes

200 Council Member Howard - Yes

201 Council Member Stewart - Yes

202 Council Member Strate - Yes

203 Council Member Orr- No

204

205 The motion passed. The code changes were approved.

206

207

208

209 **III. RECESS INTO COMMUNITY DEVELOPMENT RENEWAL AGENCY BOARD MEETING**

210 • The mayor indicated it was time to recess into a Community Development and Renewal
211 Agency Board meeting and called for a motion to do so

212 00:49:21

213

214 Council Member Howard moved to recess city council meeting and open a Community
215 Development and Renewal Agency Board meeting. Council Member Smyth seconded the
216 motion. The voice vote was unanimous in favor of the motion.

217

218 See separate minutes.

219

220

221

222 **III. RECONVENE CITY COUNCIL MEETING**

223 • Motion from CDRA Meeting

224 01:03:02

225

226 Board Member Howard moved to adjourn the CDRA Board meeting and reconvene as the South
227 Ogden City Council, followed by a second from Board Member Stewart. All present voted aye.

228

229

230 • At this point in the meeting, Mayor Porter asked Information Services Manager Brian
231 Minster to read the public comments he had received electronically

232 Michelle McFarland 01:03:36 Concerned about right turn lane off of Harrison
233 onto 5600 South

234 Terry Schow 01:04:14 Opposed to building four story apartments on
235 40th Street near 900 East

236

- 237 • The mayor responded to the public comments
238 01:04:36

239
240
241

242 **IX. REPORTS/DIRECTION TO CITY MANAGER**

243 **A. City Council Members**

- 244 • Council Member Smyth - 01:05:39
245 • Council Member Strate - 01:06:33
246 • Council Member Orr - 01:07:33
247 • Council Member Stewart - 01:11:08
248 • Council Member Howard - 01:12:25

249

- 250 • Mayor Porter asked the council if they were in favor of paying for sidewalks for the 37th road
251 project. There was no response. Staff was instructed to move forward to bid the project
252 without sidewalks. 01:14:19

253

254 **B. City Manager** 01:16:27

255 **C. City Attorney** Nothing to report

256 **D. Mayor Porter** 01:17:52

257

258

259

260 **X. ADJOURN**

- 261 • At 7:24 pm, Mayor Porter called for a motion to adjourn
262 01:20:19

263

264 **Council Member Strate so moved, followed by a second from Council Member Howard. The**
265 **voice vote was unanimous in favor of the motion.**

266

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272 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council
273 Work Session and Council Meeting held Tuesday, June 2, 2020.

274

275 
276 Kapetanov, City Recorder

_____ Leesa
Date Approved by the City Council

REPORT OF ACTION

South Ogden City Planning Commission



MEETING DATE: June 11, 2020
ITEM: Proposed Development Agreement with Mount Ogden Developers
LINK: [June 11, 2020 Planning Commission Meeting](#)

Time stamps in blue (00:00:00) correspond to the audio recording

ACTION OF PLANNING COMMISSION

The Planning Commission voted to forward the proposed development agreement to the city council for their consideration.

CONCERNS RAISED AT PUBLIC HEARING

The main concerns expressed at the public hearing were about allowing four stories instead of three, that there would be inadequate parking, increased crime, and the views of those in the patio homes would be ruined. There was also a concern about increased traffic on 40th and that it would cause the residents from the condos across 40th to the north not to be able to pull out onto 40th.

- Comments from the public hearing
00:14:38

PLANNING COMMISSION DISCUSSION

The Planning Commission's general consensus was that the developer had worked diligently to make the project better.

- Planning Commission discussion
01:20:48

MOTION 01:32:06

Commissioner Howe moved to recommend to the city council the proposed development agreement as it sat . The motion was seconded by Commissioner Bradley. Chair Rounds then made a roll call vote:

Commissioner Layton-	No
Commissioner Howe-	Yes
Commissioner Bradley-	Yes
Commissioner Jones-	Yes
Commissioner Amos-	Yes

The motion stood.

ORDINANCE NO. 20-17

AN ORDINANCE OF THE SOUTH OGDEN CITY, UTAH APPROVING AND ADOPTING AN AMENDED DEVELOPMENT AGREEMENT WITH MT. OGDEN DEVELOPMENT FOR THE PROPERTY LOCATED AT APPROXIMATELY 935 COUNTRY HILLS DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1 - Recitals:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council an Amended Development Agreement for Mt. Ogden Development representing the commission's recommendations for development of the proposed project area within the municipality; and,

WHEREAS, the City Council finds that the Development Agreement for Mt. Ogden Development has been subjected to the required public hearing prior to its adoption and this amendment; and,

WHEREAS, the City Council finds that under Utah Code §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopted development plans, and amendments thereto, and schedules, by ordinance as recommended by the Planning Commission; and,

WHEREAS, upon petition to and based on the recommendation of the South Ogden City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Amended Development Agreement for Mt. Ogden Development; and,

WHEREAS, the City Council finds that such a change follows the City's General Plan; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN, UTAH:

The **Amended Development Agreement** for Mt. Ogden Development, LLC, attached as **Attachment "A"**, and fully incorporated by this reference, is approved and adopted.

The foregoing recitals are fully incorporated herein.

Section 2 - Repealer of Conflicting Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance be held or deemed or will be invalid, inoperative or unenforceable, such invalidity will render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of South Ogden City.

Section 5 - Date of Effect

This Ordinance will be effective on the 16th day of June, 2020, and after publication or posting as required by law.

DATED the 16th day of June, 2020

SOUTH OGDEN, a municipal corporation

by: _____
Mayor Russell Porter

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 20-17

An Ordinance Of The South Ogden City, Utah Approving And Adopting An Amended Development Agreement With Mt. Ogden Development For The Property Located At Approximately 935 Country Hills Drive; And Providing For An Effective Date.

16 Jun 20

When recorded, return to:

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

Parcel Number:
06-074-0001

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered as of the ____ of _____, 2020, by and among South Ogden City, a political subdivision of the State of Utah (the “City”) and Mt. Ogden Development, LLC, a Utah limited liability company (the “Developer”).

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1b, below.
- B. The Project Property is currently assigned the 40th Street General Subdistrict as set forth in the Form Based Code within the South Ogden City Code, as amended by Ordinance 17-21, 11-21-2017, eff. 11-21-2017.
- C. 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 Code and Developer provided Concept Plan and ~~the terms of~~ this DA. The Developer intends ~~a low impact development of~~ to develop the Project Property into a residential apartment complex with attractive architectural and landscaping components while striving to be environmentally friendly through efficient use of water and energy in the building.
- D. Development of the Project Property as a high-density residential apartment complex under this DA is acknowledged by the City to be consistent with LUDMA and generally the 40th Street General Subdistrict, and to operate to the benefit of the City, Developer, and general public.
- E. 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.

- F. 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.
- G. The Parties have cooperated in the preparation of this DA.
- H. 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.
- I. 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.

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”, “B”, and “C” 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.
- (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 document 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 Mt. Ogden Development, LLC, a Utah limited

liability company, and its assignees or transferees as permitted by this DA (other than a Sub developer).

(viii) “Development” means the development of a Parcel(s) 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 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 1.39 acres of land owned by Developer and located on 40th Street in South Ogden, Utah and more particularly described in Exhibit “B” attached hereto.

(xix) “Site Plan” all documents necessary under City Cod 10-5.1A-10-2E(3)(b).

(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 obtains all necessary planning entitlements, e.g., site plan approval, from the City’s Staff Review Committee.

b. Developer obtains a traffic impact study for 40th Street and 900 East.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the 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 12 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 40th Street General Subdistrict to include: development of multi-family residential uses and 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) A single apartment building consisting of a mixture of four stories of residential one bedroom and two bedroom units and podium parking with one level of said parking below grade and one level above grade.

(ii) The Project shall generally follow the aesthetic guidelines outlined in South Ogden City Code, Title 10, Chapter 5.1, Article A, Sec. 10-5.1A-5-4 and 10-5.1A-11, et. seq., attached as Exhibit “C” and incorporated herein by this reference.

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:

(i) Developer shall not be required to adhere to the building above-grade height restriction of three stories but will be limited, instead, to four stories of residential units and one story of above-grade podium parking.

(ii) The building shall be a General Stoop Building with a Stoop Entrance Type and Visible Basement due to the slope of the Project Property.

(iii) Developer shall be allowed a parking ratio that is in accordance with the verified tenant demand, market study, comparable approved projects in the area, and market comparisons for the proposed rental product type(s). The reduction in parking shall result in not ~~be~~ less than 1.55 stalls per unit. To accomplish this some reductions in the number of landscaping areas in the parking lot ~~shall~~ may be permitted, if necessary, to maximize the parking available. Developer shall offset any approved reductions to parking lot landscaping with increased landscaping at other locations in the Project Property. Additionally, Developer has spoken with Nate Harbertson, the owner of the real property located immediately to the west of the Project Property, who is open to a shared parking agreement to provide additional parking for the Project.

(iv) High Grade EIFS or Stucco may be used as a primary or secondary façade material on all levels of the Project. The application of High Grade EIFS or Stucco on the side of the building facing 40th Street shall be done in such a way as to maintain the appearance of the materials required by City Code.

(v) The build-to line shall be increased to 0-15' for the Project.

(vi) Developer shall not be required to adhere to a setback for levels above the 3rd story.

(vii) Available bicycle parking within the Project shall be reduced to ½ stall per unit.

d. Timing of Development. 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 in the 40th Street General Subdistrict within the Zoning Ordinance and this DA.

f. Project Fees. The Parties acknowledge that the City charges reasonable 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 and this DA. The Parties intend that the rights granted to Developer 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 three and one-half (3.5) 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.** This DA shall expire on its terms four (4) years from the date of approval and execution by the Parties, unless terminated earlier under another provision of this DA.

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 to compensate Developer for the reasonable costs of such upsizing on or before 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, hold 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:

To Developer:

Mt. Ogden Development, LLC
c/o Devin Hubbard and Ryan Hughes
6086 Woodland Drive
Ogden, Utah 84403
devinhubbard03@gmail.com
rhughes2012@gmail.com

To the City:

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

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 thereof, 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 representatives for Developer shall be Devin Hubbard and Ryan Hughes. 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 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, 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. Notwithstanding the foregoing, any non-substantive amendments to this DA may be reviewed and approved in writing by the City Manager and/or City Planning Department Staff and Developer.

22. **Counterparts.** This DA may be executed in original counterparts when taken together shall constitute a complete, valid and binding agreement.

23. **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.

24. **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 _____, 2020.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.)

SIGNATURES ARE LOCATED ON THE NEXT PAGE.)

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 _____)

On this ____ day of _____, 2020, 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 has authority to sign on behalf of South Ogden City and that they executed the same on behalf of South Ogden City.

Witness my hand and official seal.

(Notary Signature)

**MT. OGDEN DEVELOPMENT, LLC,
A Utah limited liability company**

By: _____

Its: _____

State of Utah)

County of _____)

On this ____ day of _____, 2020, 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 has the authority to sign the foregoing on behalf of Mt. Ogden Development, LLC and that they executed the same on behalf of Mt. Ogden Development, LLC.

Witness my hand and official seal.

(Notary Signature)

Exhibit "A"

Concept Plan

(See Attached.)



- 104 units
- 12 studios
- 32 2 bed
- 60 one bed
- 140 parking Garage
- 40 Surface parking
- 1.73 Parking Ratio

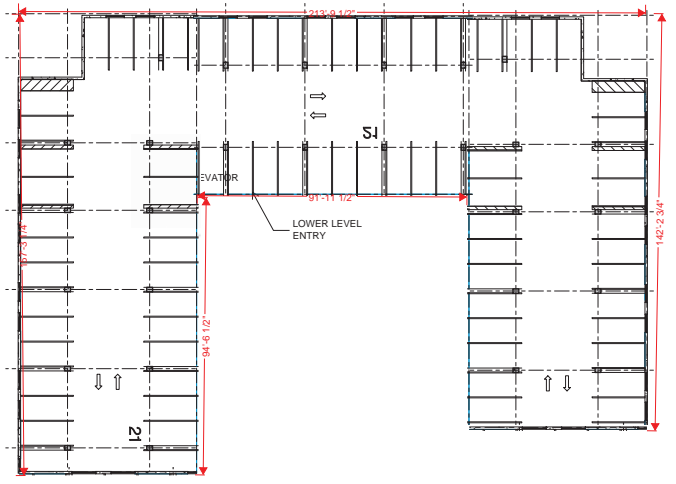








Exhibit "B"
Project Property Description
Legal Description

Tax ID: 06-074-0001

PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY AND A PART OF BLOCK 11, SOUTH OGDEN PLAT A, INCLUDING VACATED ROADWAYS AND ALLEYS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF HERITAGE PLACE, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, PHASE NO. 1, IN SOUTH OGDEN CITY, WEBER COUNTY, UTAH; BEING 993.75 FEET SOUTH 0D38'16" WEST ALONG THE QUARTER SECTION LINE AND 787.38 FEET SOUTH 89D21'44" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE NORTH 0D38'16" EAST 253.11 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTRY HILLS DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: NORTHWESTERLY ALONG THE ARC OF A 676.78 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 132.61 FEET (CENTRAL ANGLE EQUALS 11D13'36" AND LONG CHORD BEARS NORTH 82D41'12" WEST 132.40 FEET) TO A POINT OF TANGENCY; NORTH 88D18'00" WEST 143.30 FEET TO A POINT OF CURVATURE; AND NORTHWESTERLY ALONG THE ARC OF AN 859.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 157.93 FEET (CENTRAL ANGLE EQUALS 10D32'02" AND LONG CHORD BEARS NORTH 83D01'59" WEST 157.71 FEET) TO THE NORTHEASTERLY CORNER OF 900 EAST STREET AS IT IS DEDICATED WITH SAID HERITAGE PLACE, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, PHASE NO. 1; AND RUNNING THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID 900 EAST STREET THE FOLLOWING FOUR (4) COURSES: SOUTH 14D14'07" WEST 30.44 FEET TO A POINT OF CURVATURE; SOUTHEASTERLY ALONG THE ARC OF A 105.06 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 106.51 FEET (CENTRAL ANGLE EQUALS 58D05'22" AND LONG CHORD BEARS SOUTH 14D48'34" EAST 102.01 FEET) TO A POINT OF REVERSE CURVATURE; SOUTHEASTERLY ALONG THE ARC OF A 213.36 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 165.68 FEET (CENTRAL ANGLE EQUALS 44D29'29" AND LONG CHORD BEARS SOUTH 21D36'30" EAST 161.55 FEET) TO A POINT OF TANGENCY; AND SOUTH 0D38'16" WEST 11.11 FEET TO THE NORTHWEST CORNER OF LOT 1, SAID HERITAGE PLACE, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, PHASE NO. 1 AND RUNNING THENCE SOUTH 89D21'44" EAST 350.35 FEET ALONG THE NORTHERLY BOUNDARY OF SAID HERITAGE PLACE DEVELOPMENT TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY AND PART OF BLOCK 11, SOUTH OGDEN PLAT A, INCLUDING VACATED ROADWAYS AND ALLEYS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1, HERITAGE PLACE, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, PHASE NO. 1, IN SOUTH OGDEN CITY, WEBER COUNTY, UTAH, BEING 993.75 FEET SOUTH 0D38'16" WEST ALONG THE QUARTER SECTION LINE AND 437.03 FEET SOUTH 89D21'44" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE SOUTH 89D21'44" EAST 112.06 FEET ALONG THE NORTH BOUNDARY LINE OF SAID HERITAGE PLACE, PHASE NO. 1 TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 0D38'16" EAST 270.48 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTRY HILLS DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO, (2) COURSES: NORTH 88D18'00" WEST 36.50 FEET TO A POINT OF CURVATURE; AND NORTHWESTERLY ALONG THE ARC OF AN 859.00 FOOT RADIUS CURVE

TO THE RIGHT A DISTANCE OF 157.93 FEET (CENTRAL ANGLE EQUALS 10D32'02" AND LONG CHORD BEARS NORTH 83D01'59" WEST 157.71 FEET) TO THE NORTHEAST CORNER OF 900 EAST STREET AS IT IS DEDICATED WITH SAID HERITAGE PLACE, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, PHASE NO. 1; AND RUNNING THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID 900 EAST STREET THE FOLLOWING FOUR, (4), COURSES: SOUTH 14D14'07" WEST 30.44 FEET TO A POINT OF CURVATURE; SOUTHEASTERLY ALONG THE ARC OF A 105.06 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 106.51 FEET (CENTRAL ANGLE EQUALS 58D05'22" AND LONG CHORD BEARS SOUTH 14D48'34" EAST 102.01 FEET) TO A POINT OF REVERSE CURVATURE; SOUTHEASTERLY ALONG THE ARC OF A 213.36 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 165.68 FEET (CENTRAL ANGLE EQUALS 44D29'29" AND ALONG CHORD BEARS SOUTH 21D36'30" EAST 161.55 FEET) TO A POINT OF TANGENCY; AND SOUTH 0D38'16" WEST 11.11 FEET TO THE NORTHWEST CORNER OF LOT 1, SAID HERITAGE PLACE, PHASE NO. 1 AND THE POINT OF BEGINNING.

Exhibit “C”

**South Ogden City Code, Title 10, Chapter 5.1, Article A, Sec. 10-5.1A-5-4 and 10-5.1A-11,
et. seq.**

(See Attached)

10-5.1A-5-4: GENERAL STOOP BUILDING:

- A. Description And Intent: The general stoop building type is limited in terms of uses by the subdistrict within which it is located, generally housing office and/or residential uses. Similar to the storefront building, the general stoop building is intended to be built close to the front and corner property lines allowing easy access to passing pedestrians and transit riders. Parking may be provided in the rear of the lot, internally in the building, or, in some cases, one double loaded aisle of parking is permitted in the interior or the side yard at the front property line. The minimum and maximum heights of this building type depend on the subdistrict within which it is located.
- B. Regulations: Regulations for the general stoop building type are defined in the table in this section. (Ord. 19-06, 4-16-2019, eff. 4-16-2019)



(Ord. 16-07, 6-21-2016, eff. 6-21-2016)

		Permitted Subdistricts		
		City Center "General"	Riverdale Road "General"	40th Street "General"
1.	Building Siting: Refer to figure 5.4(1) of this section	Any multi-family residential building with frontage on a public or private dedicated street must use the storefront building type		
	Multiple principal buildings	Not permitted	Not permitted	Permitted
	(a) Front sidewalk coverage	80% ¹	80% ¹	80%
	Occupation of corner	Required ⁵	Required ⁵	Required ⁵
	(b) Front build-to zone	0' to 10'	0' to 10'	0' to 10'

			Permitted Subdistricts		
			City Center "General"	Riverdale Road "General"	40th Street "General"
	(c)	Corner build-to zone	0' to 10' ⁵	0' to 10' ⁵	0' to 10' ⁵
	(d)	Minimum side yard setback	10'	10'	10'
	(e)	Minimum rear yard setback	5'	5'	5'
	(f)	Minimum lot width	None	None	100'
		Maximum lot width	None	None	None
	(g)	Parking and loading location	Rear yard	Rear yard	Rear and side yard
	(i)	Vehicular access	Alley; if no alley exists, 1 driveway is permitted per nonprimary facade, or as approved by the City Manager or designee	Alley; if no alley exists, 1 driveway is permitted per nonprimary facade, or as approved by the City Manager or designee	Alley; if no alley exists, 1 driveway is permitted per street, or as approved by the City Manager or designee
2.	Height: Refer to figure 5.4(2) of this section				
	(j)	Minimum overall height	1 story	1 story	1 story
	(k)	Maximum overall height	3 stories	5 stories ³	3 stories
	(l)	All stories:			
		Minimum height	9'	9'	9'
		Maximum height	14'	14'	14'
3.	Uses: Refer to figure 5.4(2) of this section. Refer to section 10-5.1A-4, "Uses", of this article for permitted uses				
	(n)	All stories	Any permitted use ⁴		

			Permitted Subdistricts		
			City Center "General"	Riverdale Road "General"	40th Street "General"
	(p)	Parking within building	Permitted fully in basement and rear of upper floors		
	(q)	Required occupied space	30' deep on all full floors from the front facade		
4.	Street Facade Requirements: Refer to figure 5.4(3) of this section				
	(r)	Minimum transparency per each story	35%	35%	15%
		Blank wall limitations	Required, see subsection 10-5.1A-5-2D2 of this section 10-5.1A-5		
	(t)	Front facade entrance type	Stoop, porch, storefront ⁴	Stoop, porch, storefront	Stoop, porch, storefront ⁴
	(u)	Principal entrance location	Front facade ⁴	Front facade	Front or corner facade ⁴
		Required number of street entrances	1 per each 100' of front facade	1 per each 100' of front facade	1 per each 150' of front facade
		Vertical facade divisions	Every 25' of facade width	Every 50' of facade width	Every 50' of facade width
		Horizontal facade divisions	Required within 3' of the top of any visible basement and of the ground story, and at the fifth floor above the ground floor		
5.	Roof Type Requirements: Refer to figure 5.4(3) of this section				
	(v)	Permitted roof types	Parapet, pitched, flat	Parapet, pitched, flat	Parapet, pitched, flat
	(w)	Tower	Permitted	Permitted	Permitted

Notes:

1. A courtyard covering up to 35 percent of the front facade is permitted and may contribute

to the front lot line coverage requirement.

2. Lots wider than 140 feet are permitted 1 double loaded aisle of parking (maximum width of 72 feet), located perpendicular to the front property line, which is exempt from front property line coverage.

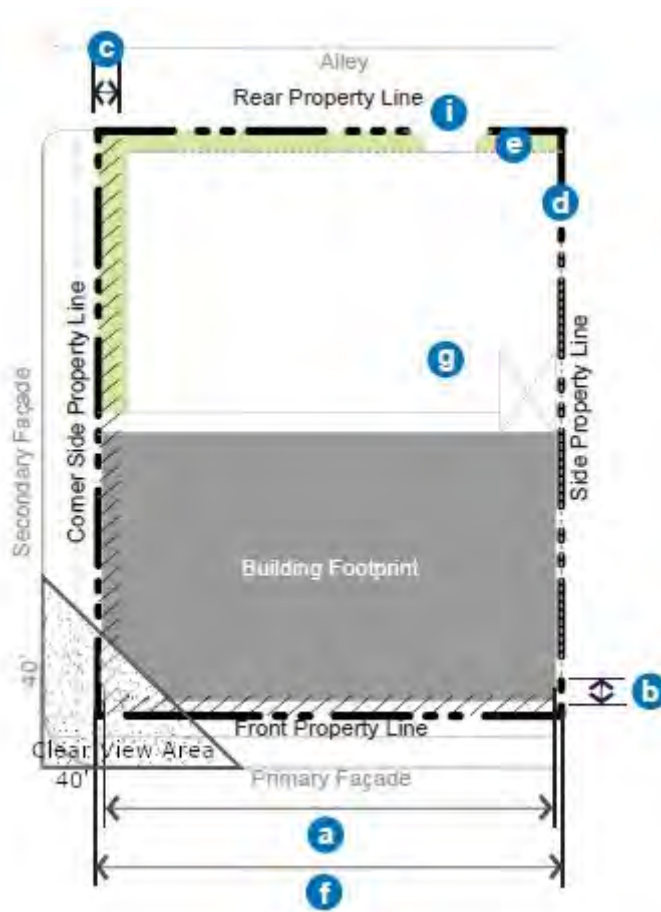
3. Upper stories above the third story on any building facade with street frontage shall have a step back from the lower stories that is a minimum of 6 feet.

4. Lots lacking frontage on 40th Street but that are still within the 40th Street General Subdistrict are limited to permitted residential uses only.

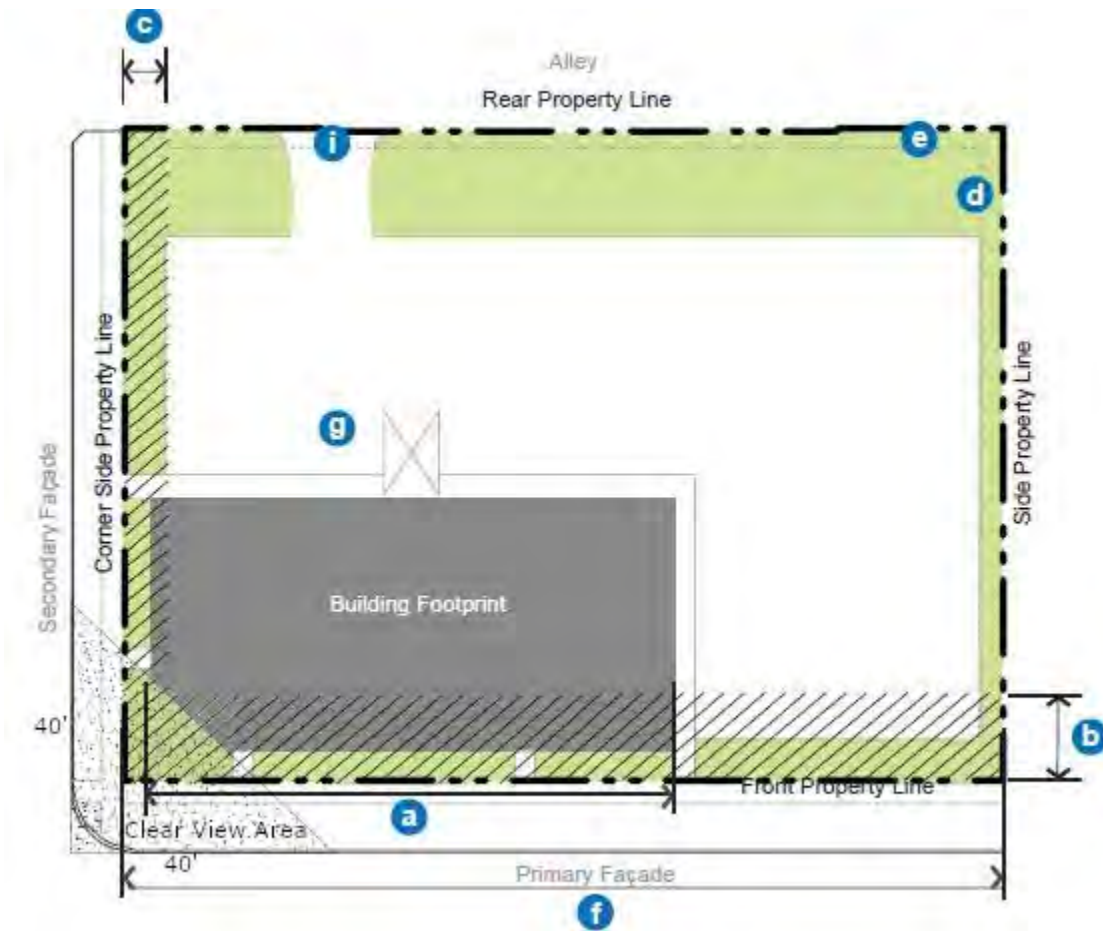
5. At any uncontrolled intersection, the buildings will be modified to afford automobile drivers a clear view of approaching vehicles or pedestrians. Buildings, trees, or any obstruction shall be prohibited within a triangular area formed by the street curb lines and a line connecting them at points 40 feet from the point of intersection of the back of curbs (clear view area).

(Ord. 18-11, 9-18-2018, eff. 9-18-2018; amd. Ord. 19-06, 4-16-2018, eff. 4-16-2018)

FIGURE 5.4(1)
GENERAL STOOP BUILDING: BUILDING SITING



Typical Site Plan



Site Plan With Side Yard Parking "General"

(Ord. 18-11, 9-18-2018, eff. 9-18-2018)

FIGURE 5.4(2)
GENERAL STOOP BUILDING: HEIGHT AND USE REQUIREMENTS

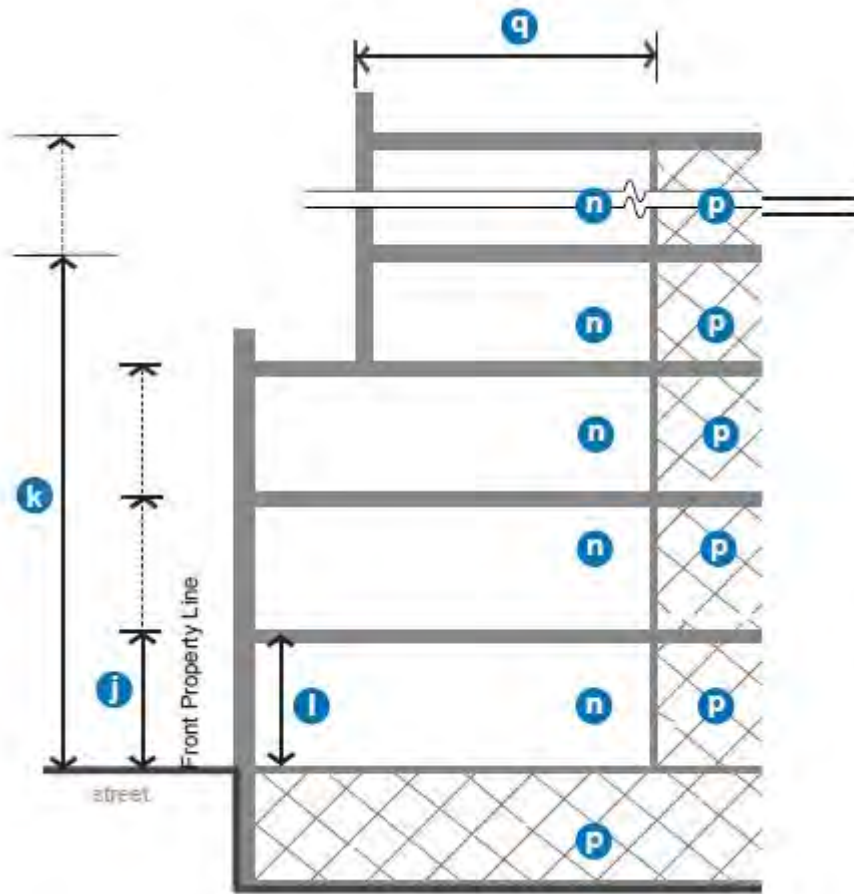
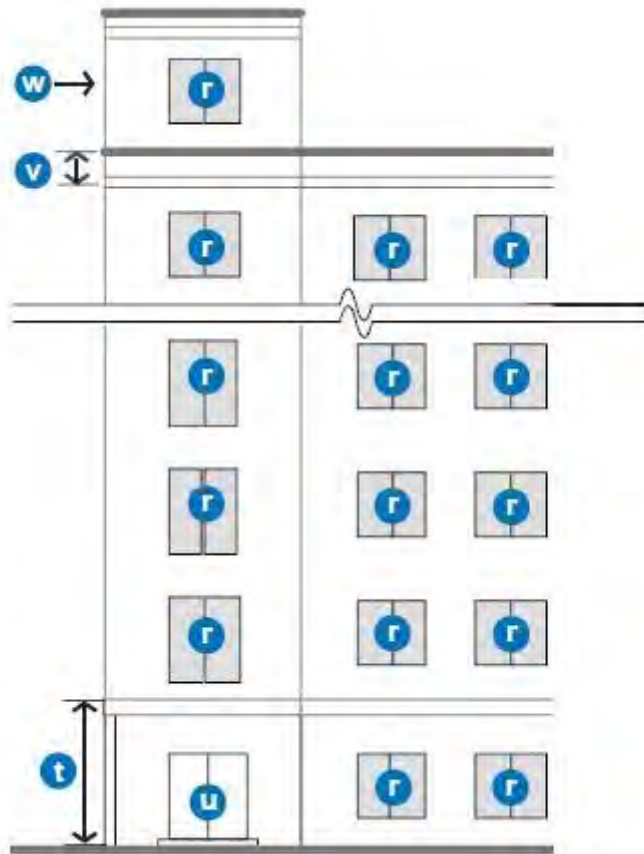


FIGURE 5.4(3)
GENERAL STOOP BUILDING: STREET FACADE REQUIREMENTS



(Ord. 16-07, 6-21-2016, eff. 6-21-2016)

10-5.1A-11: APPENDIX A; SUBDISTRICT OVERVIEW:**10-5.1A-11-1: CITY CENTER "CORE" SUBDISTRICT:**

The City Center "Core" constitutes the center of the community and heart of the new City Center, and includes the majority of the shops and workplaces within the City Center. The storefront building type that comprises this subdistrict defines a street wall along the primary streets of the area with storefront glass windows. Upper stories of the storefront building may be utilized for living and working. Building heights range from two (2) to five (5) stories.

ALLOWED BUILDING TYPES

Storefront



Civic



(Ord. 16-07, 6-21-2016, eff. 6-21-2016)

10-5.1A-11-2: CITY CENTER "GENERAL" SUBDISTRICT:

The city center "general" subdistrict serves as the interstitial fabric of the city, separate from the defined center or core and the

edges. This area is primarily comprised by both the storefront building, and the more generic stoop building which have lower minimum transparency levels, and is mainly occupied by office, retail and residential uses at a variety of scales. Building heights range from one to five (5) stories.

ALLOWED BUILDING TYPES



Storefront



Stoop



Civic



Row Building





(Ord. 16-07, 6-21-2016, eff. 6-21-2016)

10-5.1A-11-3: RIVERDALE ROAD "GENERAL" SUBDISTRICT:

The Riverdale Road "general" subdistrict serves as the interstitial fabric of the city, separate from the defined center or core and the edges. This area is primarily comprised by both the storefront building, and the more generic stoop building which have lower minimum transparency levels, and is mainly occupied by office, retail and residential uses at a variety of scales. This subdistrict also permits drive-through structures and the limited bay building type to allow more flexibility for auto oriented uses. Building heights range from one to four (4) stories.

ALLOWED BUILDING TYPES



Storefront



Stoop



Civic



Limited Bay



Row Building



(Ord. 16-07, 6-21-2016, eff. 6-21-2016)

10-5.1A-11-4: 40TH STREET "GENERAL" SUBDISTRICT:

The 40th Street "general" subdistrict combines the storefront building and stoop building to create a corridor that supports a

future transit line along 40th Street. Development along this corridor will be at a smaller scale and finer grain, in relation to the city center. Building heights range from one to four (4) stories.

ALLOWED BUILDING TYPES



Storefront



Stoop



Civic



Row Building





(Ord. 16-07, 6-21-2016, eff. 6-21-2016)

10-5.1A-11-5: EDGE SUBDISTRICT:

The edge subdistricts are made up of smaller scale residential buildings, which provide a buffer between existing single-family residential neighborhoods and the "core" and "general" subdistricts. Building heights range from one to 3.5 stories.

ALLOWED BUILDING TYPES



Row Building



Yard Building



Civic





(Ord. 16-07, 6-21-2016, eff. 6-21-2016)

RESOLUTION NO. 20-15

A RESOLUTION OF SOUTH OGDEN CITY, UTAH, AMENDING THE CITY'S 2019-2020 BUDGET BY MAKING CERTAIN CHANGES TO VARIOUS OF THE CITY'S FUNDS AND COMPENSATION PLANS; ACCOUNTING FOR REVENUE AND EXPENDITURE CHANGES; MODIFYING PRIOR CITY ORDINANCES AS NECESSARY, BY THESE ACTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I - RECITALS

WHEREAS, the City of South Ogden City ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the city Council finds that in conformance with Utah Code (UC") §10-3-717, the governing body of the city may exercise all administrative powers by resolution; and,

WHEREAS, the city Council finds that in conformance with UC §10-3-702, the governing body of the city may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and,

WHEREAS, the city Council finds that certain exigencies of city governmental operations require amendments be made to the current city budget and related documents; and,

WHEREAS, the city Council finds that UC §10-6-119 provides authority for amending the City's budget as necessary; now,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH OGDEN THAT THE SOUTH OGDEN CITY BUDGET AND STAFFING DOCUMENT FOR FISCAL YEAR 2019-2020 BE, AND THE SAME HEREBY IS, AMENDED AS FOLLOWS:

SECTION II - CHANGES TO BUDGET

Those changes set out in **Attachment "A"** of the 16th day of June 2020, attached, and incorporated as if set out, as those changes affect and adjust the previously authorized budgets and staffing provisions, including compensation schedules of various city departments and funds represented, ought to be, and the same are, amended, re-adopted and enacted as amendments to the fiscal year 2019-2020 Budget for South Ogden City.

The foregoing recitals are fully incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Ordinances and Resolutions, together with their provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

All orders, ordinances and resolutions regarding the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with this Ordinance Amendment, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE

If any provision of this Ordinance shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Ordinance shall be effective on the 16th day of June, 2020, and after publication or posting as required by law.

DATED this 16th day of June, 2020

SOUTH OGDEN, a municipal corporation

by: _____
Russell Porter, Mayor

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 20-15

A Resolution Of South Ogden City, Utah, Amending The City's FY 2019-2020 Budget By Making Certain Changes To Various Of The City's Funds And Compensation Plans; Accounting For Revenue And Expenditure Changes; Modifying Prior City Ordinances As Necessary, By These Actions; And Establishing An Effective Date.

[Attachment to be provided by Finance Director]

South Ogden City

June 16, 2020

Fiscal Year 2020

Budget Amendment

	Current Budget	New Budget	Difference +/-
New money amendments - FY 2020			
	\$1,260,276	\$1,298,320	\$38,044
10-33-600 State/Local Grants			
10-55-112 Overtime - Police	\$42,114	\$62,593	\$20,479
a. 10-55-750 Capital Outlay - Police	\$205,779	\$213,279	\$7,500
10-57-245 Clothing Contract - Fire	\$23,000	\$25,000	\$2,000
10-60-725 Sidewalk Replacements - Streets	\$248,511	\$256,576	\$8,065
* Various grant monies			
b. 10-36-601 Donations to South Ogden City	\$446	\$5,641	\$5,195
10-55-247 Animal Control Costs	\$37,259	\$42,454	\$5,195
* Various animal donations			
10-36-900 Miscellaneous Revenue - General Fund	\$25,326	\$28,331	\$3,005
c. 10-49-291 Newsletter Printing - Non-Departmental	\$8,100	\$9,750	\$1,650
10-55-248 Vehicle Maintenance - Police	\$22,000	\$23,355	\$1,355
* Newsletter ad fees collected			
* Accident insurance proceeds			
10-39-100 Bond Financing Proceeds	\$0	\$4,300,000	\$4,300,000
10-70-550 Burch Creek Park Construction	\$1,404,943	\$5,704,943	\$4,300,000
10-80-250 Transfer to Debt Service Fund	\$831,759	\$942,623	\$110,864
10-39-800 Appropriation of Fund Balance - General Fund	\$817,086	\$927,950	\$110,864
d. 31-30-300 Transfer in from General Fund	\$831,759	\$942,623	\$110,864
31-40-150 Bond Payment - Principal	\$872,000	\$1,007,000	\$135,000
31-40-200 Interest on Bond	\$201,159	\$177,023	(\$24,136)
31-30-400 Proceeds from Bond Premium	\$0	\$1,175,039	\$1,175,039
31-30-410 Bond Proceeds	\$0	\$5,200,000	\$5,200,000
31-30-800 Appropriation of Fund Balance - Debt Service Fund	\$0	\$270,515	\$270,515
31-40-150 Bond Payment - Principal	\$1,007,000	\$7,412,233	\$6,405,233
31-40-200 Interest on Bond	\$177,023	\$417,344	\$240,321
* Incorporating the retirement of bonds and issuance of new bonds			
10-41-750 Capital Outlay - Council	\$1,355	\$9,132	\$7,777
10-49-322 Computer Contracts - Non-Dept	\$63,000	\$69,500	\$6,500
10-49-329 Server Repairs	\$5,000	\$8,000	\$3,000
10-49-430 Sales Tax Administrative Fee	\$0	\$26,500	\$26,500
e. 10-49-450 Homeless Shelter State Fee	\$0	\$31,000	\$31,000
10-51-264 Station #82 Maintenance	\$2,000	\$7,500	\$5,500
10-52-310 Professional & Technical - Planning	\$65,000	\$80,000	\$15,000
10-31-300 General Sales & Use Taxes	\$3,781,263	\$3,838,763	\$57,500
10-57-112 Overtime - Fire Dept.	\$90,850	\$200,750	\$109,900
10-55-750 Capital Outlay - Police	\$213,279	\$225,183	\$11,904
10-39-800 Appropriation of Fund Balance - General Fund	\$927,950	\$1,087,531	\$159,581
* General Fund account clean-up items			
f. 51-30-925 Miscellaneous Revenue - Water Fund	\$79,641	\$80,533	\$892
51-40-480 Special Department Supplies - Water	\$40,000	\$40,892	\$892
51-40-310 Professional & Technical - Water	\$15,000	\$50,000	\$35,000
51-40-610 Water Tank Inspection/Maintenance - Water	\$10,000	\$57,700	\$47,700
51-30-890 Appropriation of Fund Balance - Water Fund	\$558,945	\$641,645	\$82,700
* Ins. Proceeds & account clean-up			
58-30-210 Miscellaneous Revenue - Ambulance Fund	\$7,200	\$14,043	\$6,843
58-40-248 Vehicle Maintenance - Ambulance	\$9,000	\$15,843	\$6,843
58-40-112 Overtime - Ambulance	\$10,095	\$23,012	\$12,917
58-30-890 Appropriation of Fund Balance - Ambulance	\$0	\$12,917	\$12,917
* Ins. Proceeds & account clean-up			
Department line item transfers:			
10-55-700 Small Equipment - Police	\$24,260	\$54,826	\$30,566
10-58-700 Small Equipment - Inspections	\$0	\$1,563	\$1,563
10-60-750 Capital Outlay - Streets	\$114,598	\$125,595	\$10,997
10-70-700 Small Equipment - Parks	\$5,000	\$7,758	\$2,758
h. 10-80-160 Reserve for Fund Balance - General Fund	\$875,313	\$829,429	(\$45,884)
* Re-allocate to outfit vehicles from sale proceeds			
i. 10-29-804 Restricted Fund Balance - 40th Street	\$75,243	\$0	(\$75,243)
* Un-commit this and it rolls into the General Fund Balance			

STAFF REPORT



SUBJECT: City Hall/ Recreation Remodel
AUTHOR: Jon Andersen
DEPARTMENT: Parks & Recreation
DATE: 6-16-2020

RECOMMENDATION

South Ogden City Staff would like the approval of a contract with Axis Reclamation & Construction for the remodel of City Hall/Recreation.

BACKGROUND

A year ago the South Ogden City Recreation Department was displaced from their current home due to the sale of City owned property. The Recreation Department was relocated to City Hall for a temporary time until a permanent solution could be found. It has been decided that the Recreation Department will stay permanently at City Hall located in the South-East corner on the main floor; however, some remodeling needs to be completed to make the Department run efficiently. A new wall with windows for safety, security, and efficiency will be installed similar to the main office. The jury's room will be sealed off for storage and an ancillary building constructed (more storage) with a canopy over the employee entrance. By completing this remodel South Ogden Recreation will have most of the necessary equipment located at one location and have a central location for all participants for registration, equipment needs, questions, etc.

ANALYSIS

South Ogden City Engineer Brad Jensen solicited RFP's for this remodel until May 27, 2020. The proposals were then evaluated and given a score based on the proposals submitted. Five RFP's were submitted for review. Below is a snapshot of the proposal results. They can also be reviewed in the letter sent from Wasatch Civil Engineering.

Axis Reclamation and Construction	\$170,900.00
Crew General Contractors	\$255,210.00
Keir Construction	\$258,722.00
Wasatch West Contracting	\$234,594.00
Valley Design and Construction	\$257,425.00

SIGNIFICANT IMPACTS

Impact of \$170,990.00 to line item 10-71-750.

ATTACHMENTS

Engineers Recommendation Letter

RESOLUTION NO. 20-16

A RESOLUTION APPROVING AN AGREEMENT WITH AXIS RECLAMATION & CONSTRUCTION FOR A CITY HALL REMODEL; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

WHEREAS, the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("LTC") §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by Resolution; and,

WHEREAS, the City Council finds that certain renovations and improvements should be made to the South Ogden city hall in support of ongoing city operations; and,

WHEREAS, the City Council finds that to ensure the effective operation and utilization of these facilities and resources an agreement with a qualified construction service provider should be in place; and,

WHEREAS, the City Council finds that the deemed necessary and required solicitation of qualified service providers has been completed; and,

WHEREAS, the City Council finds that Axis Reclamation & Construction has been selected to provide various construction services required as a part of this required remodel of City Hall; and,

WHEREAS, the City Council finds it is in the best interest of the City and its residents to sign such a service agreements with Axis Reclamation & Construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:

The City Council Of South Ogden City, State Of Utah, Authorizes And Approves The Execution Of An Agreement With Axis Reclamation & Construction For A City Hall Remodel And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said "Contract Agreement" (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents

Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION 3 - PRIOR RESOLUTIONS:

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 16th day of June, 2020, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 16th day of June, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 20-16

A Resolution Approving An Agreement With Axis Reclamation & Construction For A City Hall Remodel; Authorizing The City Manager To Sign Any And All Necessary Documents; And, Providing For An Effective Date

16 Jun 20

CONTRACT AGREEMENT

THIS AGREEMENT is by and between SOUTH OGDEN CITY CORPORATION (hereinafter called OWNER) and Axis Reclamation & Construction Corp. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of the remodel of an 800 square foot area of the existing South Ogden City Hall building and the construction of a 240 square foot storage building. The work includes all required HVAC equipment, electrical devices and lighting, and any required structural revisions. The work also includes providing all required hardware, finishes, paint, floor coverings, and other items as identified and in project drawings and project specifications.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SOUTH OGDEN CITY HALL P & C ADDITION AND REMODEL PROJECT

ARTICLE 3 - ENGINEER

3.01 The project was designed under the direction of JRCA Architects. The construction of the Project will be overseen and managed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence: All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Completion and Final Payment: The Work specified in the Contract Documents shall be completed within 60 days following the Notice to Proceed.

4.03 Liquidated Damages: CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, O-W-N-E-R and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for completion until the Work is accepted.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Complete an 800 Square Foot Remodel of the Existing City Hall Building, and Construction a 240 Square Foot Storage Building	1	L.S.	\$170,990.00	\$170,990.00

TOTAL OF ALL UNIT PRICES: ONE HUNDRED SEVENTY THOUSAND NINE HUNDRED NINETY DOLLARS AND 00/100 (\$170,990.00).

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
1. This Agreement;
 2. Performance Bond;
 3. Payment Bond;
 4. Bid Bonds;
 5. General Conditions;
 6. Supplementary Conditions;
 7. Specifications as listed on the project drawings;
 8. Bid Form;
 9. Drawings as listed in the table of contents of the Project Manual;
 10. Addenda Number (N/A);
 11. Exhibits this Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by the CONTRACTOR prior to the Notice of Award;
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Written Amendments;
 - Work Change Directives;
 - Change Order(s).
- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms: Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. 1910-8).

10.02 Assignment of Contract: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2020, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

AXIS RECLAMATION & CONSTRUCTION CORP.

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

RESOLUTION NO. 20-17

A RESOLUTION APPROVING AN AGREEMENT WITH URBAN LAND GROUP FOR WATER LINE REPLACEMENT BY HARRISON WATER TANKS; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

WHEREAS, the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("LTC") §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by Resolution; and,

WHEREAS, the City Council finds that water line in the vicinity of the Harrison Boulevard water tanks needs to be replaced in support of ongoing city operations; and,

WHEREAS, the City Council finds that to ensure the effective operation and utilization of these facilities and resources an agreement with a qualified construction service provider should be in place; and,

WHEREAS, the City Council finds that the deemed necessary and required solicitation of qualified service providers has been completed; and,

WHEREAS, the City Council finds that Urban Land Group, as the developer of the project immediately in the vicinity of the Harrison Boulevard water tanks, is in the best position to supervise the water line replacement contemplated herein, and has worked with the city to select the contractor to provide the necessary construction services required as a part of this water line replacement; and,

WHEREAS, the City Council finds it is in the best interest of the City and its residents to sign such a construction supervision agreement with Urban Land Group.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:

The City Council Of South Ogden City, State Of Utah, Authorizes And Approves The Execution Of An Agreement With Urban Land Group For Water Line Replacement by Harrison Water Tanks And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said "Water line Replacement Agreement" (Attached Hereto As **Attachment "A"**) And

By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION 3 - PRIOR RESOLUTIONS:

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 16th day of June, 2020, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 16th day of June, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC

City Recorder

ATTACHMENT "A"

RESOLUTION NO. 20-17

A Resolution Approving An Agreement With Urban Land Group For Water Line Replacement By Harrison Water Tanks; Authorizing The City Manager To Sign Any And All Necessary Documents; And, Providing For An Effective Date

16 Jun 20

WATERLINE REPLACEMENT AGREEMENT

THIS WATERLINE REPLACEMENT AGREEMENT (“**Agreement**”) is entered into as of this ____ day of _____, 2020, by and between URBAN LAND GROUP LLC, a Utah limited liability company (“**Developer**”), and SOUTH OGDEN CITY, a Utah municipal corporation (the “**City**”); Developer and the City are sometimes referred to individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

WHEREAS, the City and Developer entered into a Development Agreement for 1 East Harrison in May 2017 for the Developer to develop property (“**Property**”) located within the City; and,

WHEREAS, the City has old water lines that convey water from Weber Basin Water Conservancy District’s system to the City’s water tanks east of the Property; and,

WHEREAS, the City desires to protect the integrity of the City’s water system during and after the development of the Property; and,

WHEREAS, the City has determined that the waterlines should be replaced; and,

WHEREAS, Developer is currently developing the Property; and,

WHEREAS, given Developer’s current development of the Property, the City has determined that Developer is in the most efficient position to manage the replacement of the City’s waterlines on the Property; and,

WHEREAS, the Parties desire to enter into this Agreement authorizing Developer to manage the replacement of the water lines, and authorizing the City to reimburse the Developer for its expenses and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The Parties’ Duties and Covenants.

a. The Developer shall manage, for the benefit of the City, the replacement of the water line (the “**Project**”, as defined below).

b. The City shall design the plans to replace the two waterlines: a ten (10) inch ductile iron water line and a fourteen (14) inch transite water line that each run through the Property (the replacement of the two waterlines is referred to herein as “**Project**”). A plat map showing the location of the water lines is attached as **Exhibit A**.

c. The City’s plans shall include the Project’s construction drawings and notice of invitation for bids. The City shall provide its plans to Developer. Developer shall not be obligated to perform any of its duties in relation to the Project until it receives the City’s plans.

d. The Developer shall obtain at least three (3) written bids from reputable contractors for completion of the Project and shall provide all bids obtained to the City. From the bids received, Developer shall select at least three (3) bids that satisfy the requirements set forth in the Bid Notice and submit those bids to the City for its confirmation. Prior to awarding the Project to a contractor, Developer must receive written approval from the City confirming that a specific bid is acceptable to the City. If the Developer accepts a bid without the City’s prior, written approval, the City shall not be responsible for any of the costs and expenses incurred by the unapproved contractor. The contract for the Project shall be negotiated and concluded between the City and the contractor, and the Developer shall not be a party to such contract. The Developer shall have no responsibility for the failure of the contractor to comply with the provisions of the contract between the City and the Developer or the contractor’s performance under such contract, the Developer shall have no financial responsibility of any kind or nature with respect to such contract, and the City agrees to indemnify the Developer from and against any cost or expense to Developer relative to such contract.

e. Developer shall oversee, manage, and assure that the Project is completed in a timely manner. Developer shall use its commercially-reasonable best efforts to ensure that the Project is completed no later than the date specified in the contract with the contractor.

f. The City shall pay the Developer’s actual, out-of-pocket expenses in managing the Project.

g. Upon substantial completion of the Project, Developer shall submit an invoice to the City for Developer’s out-of-pocket expenses incurred in completing the Project. If the Developer receives any invoices from the contractor for the Project, the Developer shall also submit any such invoices from the contractor to the City.

h. The City shall pay each invoice within thirty (30) days of its receipt of the invoice unless the City disputes the invoice pursuant to Section 2 herein.

i. The contract between the City and the Contractor shall require that the contractor perform all construction and improvements relative to the Project shall be in accordance with the City’s adopted standards and specifications, as amended from time to time.

2. Invoice/Cost Disputes. In the event the City disputes any amount on any invoice, it shall provide written notification of such dispute to Developer. The City's notice shall include specific details regarding its dispute. If Developer does not agree with the City's position, both parties agree to and shall engage in good faith negotiations to determine the actual cost represented on the invoice.
3. State and Federal Law. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as follow state and federal law. The parties further agree that if any provisions of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.
4. No Waiver. Failure of a party hereto 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 time said right or any other right it may have. No officer, official, or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.
5. Entire Agreement. Except as specifically stated, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.
6. Attorney's Fees. If any legal action is filed regarding the interpretation or enforcement of this Agreement, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses incurred in connection with the aforementioned legal proceedings. Should any judgment or final order be issued in those proceedings, the reimbursement amount shall be specified therein. Legal expenses incurred during mediation shall not be reimbursable under this paragraph.
7. Applicable Law. This Agreement is entered into under, and is to be construed and enforceable under, the laws of the State of Utah.
8. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of the facsimile copy.

(Signatures Follow)

IN WITNESS WHEREOF, this Agreement has been executed by South Ogden City, acting through the City Council of South Ogden City, Weber County, State of Utah, under _____, authorizing such execution, as of the above-stated date.

ATTEST:

SOUTH OGDEN CITY,
a Utah municipal corporation

By: _____
City Recorder

By: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of Developer as of the above-stated date.

URBAN LAND GROUP LLC,
a Utah limited liability company

By: _____
Title: _____

ATTACHMENT A
to
WATERLINE REPLACEMENT AGREEMENT
(WATERLINE PLAT MAP)

REPORT OF ACTION

South Ogden City Planning Commission



MEETING DATE: June 11, 2020
ITEM: Proposed Amendments to Various City Codes
LINK: [June 11, 2020 Planning Commission Meeting](#)

Time stamps in blue (00:00:00) correspond to the audio recording

ACTION OF PLANNING COMMISSION

The Planning Commission voted to forward the proposed code amendments to the city council for their consideration.

CONCERNS RAISED AT PUBLIC HEARING

No one from the public commented on the proposed amendments.

PLANNING COMMISSION DISCUSSION

The Planning Commission did not discuss the amendments at this meeting; it was more for the opportunity to gather public comment.

MOTION 01:33:51

Commissioner Bradley moved to approve the proposed amendments to SOCC Titles 4, 5, and 10. The motion was seconded by Commissioner Layton. Chair Rounds then made a roll call vote:

Commissioner Layton-	Yes
Commissioner Howe-	No
Commissioner Bradley-	Yes
Commissioner Jones-	Yes
Commissioner Amos-	Yes

Motion stood.

STAFF REPORT



SUBJECT: Code Corrections/Changes
AUTHOR: Leesa Kapetanov/Mark Vlasic
DEPARTMENT: Administration
DATE: June 16, 2020

RECOMMENDATION

The planning commission recommends the proposed changes be approved.

BACKGROUND

Through the adoption of the form based code and subsequent changes to the existing code, staff has found several errors, omissions, and some code items that need "tweaking". The proposed changes are an effort to get things right.

ANALYSIS

There are five corrections being proposed:

- 1. Adding the definition for "Short Term Lender" back into the code.** This definition should have been added to the FBC when it was removed from the existing code.
- 2. Removing "Nursing Home" and "Day Care Center" as conditional uses from the R-3 Zone.** When we established the code for Group Living Arrangements, the code specifically listed the zones where Group Living Arrangements were allowed; the R-3 zone was not one of them. However, the conditional use of "Nursing Home", which by definition is a group living arrangement, was never removed from the R-3 zone. Staff also felt that Day Care Centers should be removed as a conditional use in the R-3 zone, as they would be more suitable for commercial areas of the city. These were the only conditional uses in the R-3 zone, and by removing them, it will reflect the council's desire to eliminate conditional uses in residential zones.
- 3. Removing murals as a permitted wall sign.** This does not mean that the City does not allow mural art pieces when appropriate; it just means that we do not allow murals as signs for the purpose of advertising. This is being done at the suggestion of Jeff Barfuss, our former Building Official.
- 4. Clarifying that chickens (and other farm type animals) are not allowed in South Ogden City.** These changes have nothing to do with the FBC, but are being made at the request of the police department, the people who enforce the "no chickens" rule. Previously, the code didn't come right out and say chickens were not allowed. It gave rules

about placement of coops, that coops had to be kept clean so they weren't a nuisance, and then stated that chickens could only be kept in zones that allowed them. Well, the city has no zones that allow chickens. In this sense, the code was a bit misleading and in a very roundabout way said that chickens are not allowed. Now the code is very clear.

5. Reducing the bike parking requirement for multi-family developments in the FBC.

In dealing with the FBC, staff has become painfully aware that the requirement for bike parking in new multi-family developments is very excessive. Evidently, we require more bike parking than they do for similar projects in downtown Salt Lake City, the place where bike parking would make the most sense. Mark Vlasic prepared the following report:

In recent months, staff has reviewed several projects required to provide bicycle parking as part of the two form-based code chapters of the zoning ordinance (Title 10, Chapter 5.1A &B). In each case the number of spaces has proven a challenge to meet the number of parking spaces,. Particularly for multi-family residential uses. In addition, the requirements are based on number of rooms for multi-family uses and square-feet of other uses, further complicating the calculations for mixed-use project.

Use	Bicycle Spaces
Multi-family	Minimum 2 spaces or 0.5 space per bedroom, whichever is greater
Civic/institutional	Minimum 2 spaces, 1 per additional 10,000 square feet
Retail	Minimum 2 spaces, 1 per additional 5,000 square feet
Services	Minimum 2 spaces, 1 per additional 5,000 square feet
Office	Minimum 2 spaces, 1 per additional 10,000 square feet
Open space	Per city manager or designee

In order to determine if the requirements reflect the anticipated needs of a redeveloped city core commercial areas where bicycle use is encouraged, three codes from comparable cities were reviewed as follow:

SALT LAKE CITY

Although larger than South Ogden, Salt Lake City actively encourages the use of bicycles throughout the city. The number of bicycle parking spaces required varies by type/intensity of district projects are located, with the city core, neighborhood centers and

transit stops requiring the most bicycle parking spaces. Upon close review, staff believes that the General Requirements most closely resemble the South Ogden situation, which have the following requirements for bicycle parking spaces at new and redeveloped projects:

- Multi-family 1 bicycle parking space per 5 units
- Civic: 1 bicycle parking space per 10,000 square feet
- Commercial: 1 bicycle parking space per 20,000 square feet

SOUTH SALT LAKE

Similar to South Ogden, South Salt Lake recently completed a form-based code for the redeveloping commercial core. The number of bicycle parking spaces required is different for multi-family residential and commercial uses in this area, as follows:

- Multi-family 1 bicycle parking space per 15 units for visitors and 0.25 parking spaces per unit.
- Commercial: There is a wide range of requirements, depending on the specific uses. For example, uses where bicycle use may be limited (bowling alleys, hospitals, car dealerships, movie theaters, etc.) require the least number of spaces (1 space for every 30 to 50 vehicle parking spaces) while uses that attract bicycle and foot traffic (restaurants, retail, grocery, etc.) require the most (1 bicycle parking space for every 15-25 vehicular parking spaces)

The code also includes specific locational and design requirements.

OGDEN

Although larger than South Ogden, Ogden also actively encourages in targeted areas. The requirements are simple to calculate (five percent of the vehicular parking spaces required, with a minimum requirement of two spaces, and a maximum requirement of twelve).

Based on the review of comparable communities, staff believes the current bicycle parking requirements are both onerous and unduly difficult to calculate. It is also clear that there is a lack of locational and design guidelines/requirements provided.

SIGNIFICANT IMPACTS

None

ATTACHMENTS

Proposed code changes.

10-5.1A-4-2(D)(2):

2. General Service: A use in this category includes all neighborhood service uses occupying a space of greater than twelve thousand (12,000) square feet and such uses as those listed as follows:

General service:

All neighborhood services.

Animal boarding (interior only).

Aquatic facilities.

Batting cages.

Bowling alley.

Concert hall.

Exterminating and disinfecting service.

Funeral home.

Miniature golf course.

Recreation, commercial indoor.

Repair of small goods and electronics.

Shooting and archery ranges (indoor only).

Short term lending business¹.

¹An establishment engaged in providing credit intermediation and related activities that facilitate the lending of funds, issuance of credit, or any other similar types of businesses in which the activity is generally contemplated to be completed within a term of six (6) months or less, including a check casher, deferred deposit lender or title lender. A short term loan business may offer more than one type of credit intermediation service if it meets the licensing requirements for each service and operates from a single storefront. This definition does not include investment companies and state or federally chartered banks or financial institutions.

~~1. Short Term Lending Businesses:~~

No short term lending business may be located or operate within one thousand feet (1,000') of another.

No more than three (3) short term lending businesses may be licensed within the City. Preexisting, nonconforming uses may continue until the business ceases operation or experiences a change in ownership.

Skating rink.

Tattoo/piercing parlor.

10-5.1B-4-2(D)(2):

2. General Service: A use in this category includes all neighborhood service uses and has the ability to occupy a space of greater than twelve thousand (12,000) square feet and such uses as those listed as follows:

General service:

All neighborhood services.

Animal boarding (interior only).

Aquatic facilities.

Batting cages.

Bowling alley.

Concert hall.

Exterminating and disinfecting service.

Funeral home.

Microbrewery.

Miniature golf course.

Recreation, commercial indoor.

Repair of small goods and electronics.

Shooting and archery ranges (indoor only).

Short term lending business¹.

¹An establishment engaged in providing credit intermediation and related activities that facilitate the lending of funds, issuance of credit, or any other similar types of businesses in which the activity is generally contemplated to be completed within a term of six (6) months or less, including a check casher, deferred deposit lender or title lender. A short term loan business may offer more than one type of credit intermediation service if it meets the licensing requirements for each service and operates from a single storefront. This definition does not include investment companies and state or federally chartered banks or financial institutions.

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Skating rink.

Tattoo/piercing parlor.

10-7C-3: CONDITIONAL USES:

[There are no conditional uses in this zone.](#)

~~The following uses shall be allowed only when authorized by a conditional use permit as provided in chapter 15 of this title:~~

~~Daycare center.~~

~~Nursing home. (Ord. 15-06, 2-17-2015, eff. 2-17-2015)~~

10-5.1A-9-3: WALL SIGN:

B. General Requirements: Wall signs shall be developed according to the standards in table 9.3(1) of this section.

TABLE 9.3(1)
WALL SIGN REQUIREMENTS

Permitted subdistricts	All subdistricts
Sign area	No maximum area for sign type; refer to section 10-5.1A-9-2 , table 9.2(1) of this article for maximum per lot
Height	2' maximum letter or element height
Location on the building or site	Permitted on all facades
Placement on the building or site	1' maximum projection from building face
Quantity	1 per tenant per public ROW frontage; 1 per tenant per side or rear facade on a parking lot
Internal illumination	Permitted for individual letters and logos
Materials	Solid wood, metal, masonry and neon glass; plastic and synthetics permitted only as separate alphanumeric characters or logos

1. Building Openings: Wall signs shall not cover windows or other building openings.
2. Architectural Features: Wall signs shall not cover architectural building features.
3. Murals: Murals, a type of wall sign painted onto the building face displaying the business name or activity, are prohibited ~~on front facades~~.

C. Computation: The area of a wall sign is calculated using the following information:

1. Wall Signs: Area is calculated by drawing the smallest possible square or rectangle around the largest letters and/or elements, as is illustrated in figure 9.3(2) of this section.
 - a. Area Credit: All areas that utilize individual alphanumeric characters or logos (including only those using wood, wood substitute, metal, or masonry) may use a total area of ninety percent (90%) of the calculation as outlined above.

~~2. Mural Sign: Area is calculated by measuring the area of the smallest square or rectangle that can be drawn around all of the sign elements, including any painted background.~~ (Ord. 16-07, 6-21-2016, eff. 6-21-2016)

10-5.1B-9-3: WALL SIGN:

B. General Requirements: Wall signs shall be developed according to the standards in table 9.3(1) of this section.

TABLE 9.3(1)
WALL SIGN REQUIREMENTS

Permitted subdistricts	All core, general, and neighborhood subdistricts
Sign area	No maximum area for sign type; refer to section 10-5.1B-9-2 , table 9.2(1) of this article for maximum per lot
Height	2' maximum letter or element height
Location on the building or site	Permitted on all facades
Placement on the building or site	1' maximum projection from building face
Quantity	1 per tenant per public ROW frontage; 1 per tenant per side or rear facade on a parking lot
Internal illumination	Permitted for individual letters and logos
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~~2. Mural Sign: Area is calculated by measuring the area of the smallest square or rectangle that can be drawn around all of the sign elements, including any painted background. (Ord. 18-04, 5-15-2018, eff. 5-15-2018)~~

4-1-2: SPECIFIC NUISANCES:

A. Dead Animals, Putrid Meat, Offal, Etc.:

1. If any person shall leave exposed in any street, avenue, highway, alley, lot, public ground or watercourse within the city, the carcasses of any dead animal or any putrid meat, fish or other substance, or permit the same to be done with his consent; or shall make, use, keep or permit in his shop, store, factory, outbuilding, yard, lot or any other place within the city any noxious or offensive liquid or substance prejudicial to the health of the citizens or of any person; or shall throw any filth, offal or other offensive matter into any street, avenue, highway, public ground, alley, lot or watercourse in the city, or shall permit or cause the same to run in or upon any street, avenue, highway, public ground, alley, lot or watercourse, such person shall be deemed guilty of a class B misdemeanor and upon conviction, subject to penalty as provided in section [1-4-1](#) of this code.

2. It shall be the duty of all persons owning or having charge of animals, which shall die or be found dead, to have the dead animals removed, at his own expense and cost, and buried or otherwise disposed of at a site and in a manner approved by the local health department, and all putrid meats, fish, clippings of hides, pelts or other offensive substances shall likewise be buried by the owner or person handling the same, and if the persons whose duty it is made to bury such animals, putrid meats, fish, clippings of hides, pelts or other offensive substances shall fail for twenty four (24) hours to discharge their duties as herein required, it shall be the duty of the public works department to have the same buried. (1970 Code § 14-6; amd. 2001 Code)

B. ~~Hogs Not Kept Within City~~ [Animals Prohibited in the City](#): It shall be unlawful for any person to keep [in the city](#): ~~a hog within the city. (1970 Code § 14-7)~~

[1. Fowl, including chickens, turkeys, ducks, geese, or pigeons](#)

[2. Hogs or pigs](#)

[3. Goats](#)

[4. Sheep](#)

[5. Horses](#)

[6. Cows](#)

~~C. Cows; Keeping, Permit Required, Sanitary Requirements:~~

~~1. It shall be unlawful for any person to keep within the city more than one cow. Any person keeping such cow shall obtain from the health inspector a permit which shall be issued without cost to the applicant, and which shall be in force up to January 1 next following issuance. All stables, barns, yards, feeding and milking equipment, appliances and appurtenances shall be subject to the inspection of the health inspector, or his authorized representative, at all reasonable hours, and shall be kept clean and in a sanitary condition.~~

~~2. Notwithstanding the above, no cow shall be maintained or kept within the city except in an area zoned for such keeping. (1970 Code § 14-8; amd. 2001 Code)~~

DC. Outside Privies And Toilets:

1. Construction: All privies, toilets and outhouses used for depositing human excretions shall be made ~~flyproof~~ fly proof and erected as follows: the roof shall be watertight; the house shall be without cracks through which flies may enter; the door shall fit closely and be kept closed; the vault, whether pit, box, tank or other receptacle, shall be securely protected against flies and all openings for ventilation shall be screened with wire netting. (1970 Code § 14-9)

2. Contractors To Provide For Employees: It shall be the duty of all contractors in charge of the construction of any building or work where five (5) or more persons are employed, to provide a privy for every twenty five (25) or less employees or workers, such privy to be constructed and maintained in accordance with the provisions of subsection D1 of this section. (1970 Code § 14-10; amd. 2001 Code)

ED. Empty Buildings Kept Locked: The owners or agents or persons in charge of unoccupied buildings or structures within the city shall keep such buildings and structures closed and securely locked. (1970 Code § 14-11)

~~F. Offense Condition Of Premises, Soap Factories: Any owner or occupant of any soap factory, tannery, slaughterhouse, hide house, skinning or rendering establishment, or other place in the city who shall suffer or permit the same to become nauseous, foul or offensive and detrimental to the health of the citizens residing or passing in the vicinity of such place, shall be guilty of a class B misdemeanor and upon conviction, subject to penalty as provided in section 1-4-1 of this code. (1970 Code § 14-12; amd. 2001 Code)~~

GE. ~~Slaughterhouse~~; Market; Meat Shop: It shall be unlawful for the owner or occupant of any slaughterhouse, market, meat shop or other place wherein any animals are slaughtered, kept or

sold, to permit the premises or yard connected therewith to remain unclean or in any state or condition detrimental to the health of any person. (1970 Code § 14-13)

H.G. Unclean Drain Or Garbage Receptacle: It shall be unlawful for any person to cause or permit any unclean, stinking or foul, defective or filthy drain, ditch, tank or gutter, or any leaking or broken slop, garbage or manure box, or receptacle of similar character, to remain on his premises. (1970 Code § 14-14)

H.I. Refuse Accumulation: It shall be unlawful for any person to permit vegetables, waste, litter, garbage, filth or refuse of any nature, kind or description, detrimental to health, to accumulate within or upon any private alley, yard or area, except when the same is temporarily deposited for removal. (1970 Code § 14-15)

~~**J.** Manure Accumulation In Stable: It shall be unlawful for any person having charge of any stable, stall, shed, apartment or yard in which any animal shall be kept, or in any place within the city in which manure or liquid discharges of any animal shall accumulate or collect, to permit such stable, stall, shed, apartment or yard to be kept in an unclean or unsanitary condition. (1970 Code § 14-16)~~

~~**K.** Fowl Kept In Enclosure:~~

~~1. It shall be unlawful for any person to keep chickens, ducks, pigeons or other fowl in the city unless the same are at all times kept confined in proper pens or enclosures. All such pens or enclosures shall be kept in a clean and sanitary condition and shall not be placed or maintained within seventy five feet (75') of any dwelling.~~

~~2. Notwithstanding this provision, no fowl shall be maintained or kept within the city unless the area wherein the fowl are kept or to be kept is zoned so as to allow such keeping. (1970 Code § 14-18; amd. 2001 Code)~~

L.I. Sanitary Premises: No person shall keep, operate or conduct any place of business at which birds, pigeons, guinea pigs, dogs, cats or other animals are kept for exhibition, sale or offered for sale, unless such place shall be kept in a clean and sanitary condition, and subject at all times to inspection by the health inspector or his authorized representative, and the health inspector is hereby authorized and empowered to close such place of business if the same shall not be kept clean and sanitary, and keep the same closed until the same shall be placed in a clean and

sanitary condition, and for the failure to keep such place in a sanitary condition, the owner, proprietor or manager thereof shall be subject to the penalty provided by this code. (1970 Code § 14-19)

~~MJ.~~ Dirt, Waste, Rags, Casks: Whenever there shall be found in or about any lot or place or piece of ground any dirt gathered in cleaning yards, waste of mills or factories, or any rags, damaged merchandise, wet, broken or leaking barrels, casks or boxes of any materials which are offensive or tend to decay, to become putrid or to render the atmosphere impure or unwholesome, the same shall be deemed a nuisance and it shall be unlawful for any person occupying or owning such premises to fail to abate the same. (1970 Code § 14-20)

~~N. Bone Crushing, Glue Making Businesses: The business of bone crushing, bone boiling, fat boiling, gut cleaning or the making of glue, or the manufacture of fertilizing material, from any dead animal, or part thereof, or any boiling of offal, swill, fat or grease, which shall be done or carried on in any offensive, unclean or defective manner in any building, yard or lot of ground within the city, shall be deemed a nuisance, and it shall be unlawful for the owner or manager of any such business to fail to abate the same. (1970 Code § 14-21)~~

~~OK.~~ Smoke Emission:

1. The emission of dense or thick, black or grey smoke, or cinders from any smokestack or chimney used in connection with any stationary engine, locomotive, steam boiler or furnace of any description, within the city, shall be deemed and is hereby declared to be a public nuisance.
2. The owner, agent, lessee or occupant of any building of any description from the smokestack or chimney of which there shall be issued or shall issue, or be emitted, thick or dense black or grey smoke, or cinders within the city, shall be deemed and held guilty of creating a public nuisance, and of violating this chapter and its provisions.
3. Nothing in this subsection shall be construed as applying to the chimneys of buildings used exclusively for private residences.
4. Nothing in this subsection shall be construed as preempting or negating any county, state or federal regulation or law governing emissions from smokestacks or chimneys. (1970 Code § 14-22; amd. 2001 Code)

~~P.L.~~ Coal Unloading: It shall be unlawful for any person to unload coal or unload ashes or other substances in such manner that the dust arising therefrom is offensive or injurious to any person or the business of any person. All such coal or ashes when unloaded in such place is likely to be offensive, shall be sprinkled with water sufficient to prevent dust. (1970 Code § 14-23)

~~Q.M.~~ Putrid Fat: It shall be unlawful for any person to keep, collect or use or permit to be kept, collected or used in any manner detrimental to health, any stale, putrid or noisome fat, grease or other offensive matter, or to throw or place in or on any street, alley, sidewalk, gutter or ditch, aqueduct, canal or property of another, any waste material. (1970 Code § 14-24)

~~R. Unlawful Keeping Of Animals: It shall be unlawful for any person to keep or have in his possession any animal, including dogs, whether licensed or unlicensed, which annoys, injures or endangers the comfort, repose, health or safety of three (3) or more persons. (1970 Code § 14-25)~~

5-1-11: SALE OF ANIMALS:

~~A. Animals Or Fowl: It shall be unlawful for any person to sell, offer for sale, barter or give away ducklings in any quantity less than two (2), or other fowl under two (2) months of age in any quantity less than six (6). Animals or fowl offered for sale shall not be artificially dyed or colored. Nothing in this provision shall be construed to prohibit the raising of fowl by a private individual for his personal use and consumption; provided, that he shall maintain proper brooders and other facilities for the care and containment of such animals or fowl while they are in his possession, and comply with all zoning ordinances relating thereto.~~

~~B.A.~~ Premiums And Novelties: It shall be unlawful for any person to offer as a premium, prize, award, novelty or incentive to purchase merchandise, any live animal.

~~€B.~~ Pet Turtles: It shall be unlawful for any pet shop to sell any Pseudemys Scripta-Elegans, or P. Troostii family Testudinidae, "pet turtles", less than four inches (4") in diameter or in contravention of any state or federal law or regulation dealing with same. (Ord. 670, 11-13-1979)

10-14-6: ANIMALS AND FOWL:

No area in the city is zoned for the keeping of farm animals or fowl. This includes, but is not limited to, chickens, turkeys, ducks, geese, pigeons, hogs, pigs, goats, sheep, horses, and cows. Cats and dogs are allowed, but are restricted to two dogs and/or three cats per residence. Refer to 5-1-13(G) of this code.

~~No barn, coop, pen or corral will be maintained closer than one hundred feet (100') to any street, twenty five feet (25') to any lot line and seventy five feet (75') to any dwelling on an adjacent lot. (Ord. 17-23, 11-21-2017, eff. 11-21-2017)~~

STAFF REPORT



SUBJECT: FY 2020 Fraud Risk Assessment
AUTHOR: Steve Liebersbach
DEPARTMENT: Finance
DATE: 6/16/2020

RECOMMENDATION

There is no recommendation at this time, this is only a discussion item.

BACKGROUND

This is an item that was just released by the State Auditor's Office on June 2nd as part of the new state compliance to be implemented for the current fiscal year's audit. It requires that the attached Fraud Risk Assessment be presented to council by the end of June.

ANALYSIS

There are a number of areas to look at within the assessment that I will touch on and make comments as this item is discussed.

SIGNIFICANT IMPACTS

There are no financial impacts of this discussion.

ATTACHMENTS

The Fraud Risk Assessment and Implementation Guide are attached.



Fraud Risk Assessment

Background

The Office of the State Auditor (Office) regularly receives complaints of fraud or abuse by local government officials. The Office is also aware of internal investigations performed by local governments of their own officials and employees. Some of these situations receive significant media coverage, while others are resolved with less publicity. In either case, the level of concern by the public and local and state officials is significant. Many have asked the Office for more direction on how to prevent such occurrences in the future. The program outlined in this guide is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes. This assessment is a starting point, it is the hope of the Office that local governments will add to and adapt this form to improve how they manage their internal controls and the risk of fraud, waste and abuse.

Internal Controls as a Discipline

Professional literature, as well as our own experience, indicates that the solution to the reduction of fraud risk lies in effective internal controls. Internal controls are the policies, practices, and processes that ensure the operations of an organization are performed effectively and efficiently. Internal Controls are also intended to deter or prevent the misuse of public funds. Since internal controls require time and resources, entities should seek to reduce risk to an acceptable level, not eliminate risk altogether. In other words, a lock should never cost more than the item it is intended to protect.

The Committee of Sponsoring Organizations of the Treadway Commission (COSO) is a group of organizations dedicated to providing frameworks and guidance on risk management, internal control, and fraud deterrence. COSO publishes a document “Internal Control – Integrated Framework” (the COSO Framework). The COSO Framework is noted as the gold standard for designing and implementing an entity-wide internal control program for all organizations including governments. The Government Accountability Office (GAO) publishes its own guidance for proper internal controls in government entities known as the Green Book. The Green Book follows the COSO Framework, but adds some specific context that is unique to the government environment. We used both of these publications as resources for this project.

The COSO Framework includes five principles:

- Tone at the Top
- Risk Assessment
- Control Activities
- Communication

- Monitoring

Incorporating these five principles into an organization is a recommended but complex endeavor. Most accountants and auditors have been trained on these principles, but full implementation requires additional training and a commitment throughout the organization to be effective. We recommend every organization with the resources use COSO, GAO, GFOA, or any other reputable source as an aid to implementing a comprehensive internal control program.

Due to the expense, most local governments in Utah lack the resources necessary to completely implement the COSO Framework. Our goal is to take the concepts of the COSO Framework and boil them down to specific measures that every local government can incorporate at minimal cost. If properly implemented, we believe these measures will reduce the risk of undetected fraud, abuse, and noncompliance. We have also developed a risk assessment model that provides a basic evaluation of an entity's fraud risk, based upon required separation of duties and our recommended measures.

Recommended Measures

1. Separate Duties over Cash Accounts (Crucial)

Widely recognized as a crucial internal control, separation of duties includes separating the powers of the treasurer and clerk (the person who performs the accounting function, regardless of title), as required by state law. If the roles and responsibilities of treasurer and clerk are *not* 1) separate, 2) independent, and 3) monitored by the governing board, the risk of financial fraud and abuse increases.

In general, the treasurer is responsible for the collection and custody of funds while the clerk validates payment requests, ensures compliance with policy and budgetary restrictions, prepares checks, and records all financial transactions. In situations where proper separation of duties are not maintained, mitigating controls must be implemented. Because of the extreme importance of this control, we have developed a separate questionnaire (see attached) to help determine if basic separation of duties or mitigating controls are in place.

2. Require a Commitment of Ethical Behavior

Purpose

A critical, fundamental, and far-reaching problem facing government today is the lack of public trust and confidence. Government officials are expected to perform their government duties without using their position for personal benefit. A written statement on ethical behavior will provide clarity and serve as a physical reminder of the aspirations of the organization.

Overview

Maintaining an ethical environment requires setting an example and communicating proper expectations at every level of the organization. Training and re-enforcement of

ethical standards must be continuous and applicable. Expectations must point to the highest standards and not excuse bad behavior by anyone for any reason.

Implementation

We recommend the entity set clear expectations and exercise consistent enforcement. We recommend instilling a culture rewarding high ethical standards, rather than rewarding cutting corners or engaging in questionable or self-serving behavior. We recommend that every entity have a written policy and strong practices that address a standard of ethical behavior, including prohibited activities, required disclosures, and clear directions on how and to whom disclosures should be submitted and reviewed. We also recommend that the entity require elected or appointed officials and employees to annually commit in writing to abide by the entity's standards of ethical behavior. This practice will provide an opportunity to review the policy and identify any potential or actual conflicts of interest. Requiring periodic confirmation will deter individuals from acting unethically and identify issues before they become problematic.

3. Adopt and Put Into Practice Written Policies

Overview

The governing body should evaluate policies to make sure they establish proper oversight and direct the organization toward the desired outcomes. The following are key policies along with certain elements that we have identified that are either required by law or best practices to improve the internal control system. As a matter of practical implementation, template policies that contain these elements are available on the Office's website at resources.auditor.utah.gov.

a. Conflict of Interest

1. Specifies who is required to declare conflicts.
2. States that if a new conflict arises during course of business it must be reported.
3. Requires each public official/employee to complete a disclosure form on an at least an annual basis.
4. Identifies the individual/position responsible to gather disclosure forms.
5. Disclosure forms provide the user a way to disclose conflicts or indicate that they have no conflicts.
6. Disclosure forms must list the name and position of the public official/employee.
7. Disclosure forms must list the name of the business entity and ownership interest or position for a business regulated by the entity for which there is a conflict.
8. Disclosure forms must list the name of the business entity and ownership interest or position for businesses doing business with the entity.
9. Disclosure forms must list any investments that may create a conflict with the entity.
10. The disclosure shall be made in a sworn statement filed with the entity's governing body.

b. Procurement

Seek the best value for the entity and promote a competitive purchasing process.

1. Specifies a small item threshold allowing employee or department discretion.
2. Specifies documentation required for each level of purchasing (e.g. small purchases, medium purchases and purchases requiring competitive bid).
3. Specifies purchasing procedures (e.g. advertising methods and time frames, rejection of bids, appeals) for items requiring competitive bid.
4. Lists exemptions and documentation needed for not following regular bidding requirements (e.g. sole source provider, emergency purchases etc.).
5. Addresses improper or illegal conduct:
 - a) Prohibits dividing a procurement to avoid following policy (Utah Code 63G-6a-2404.3)
 - b) Prohibits kickbacks (Utah Code 63G-6a-2404)
 - c) Requires disclosure of conflicts of interest (Utah Code 63G-6a-2406)
 - d) Prohibits cost-plus-a-percentage-of-cost contracts (Utah Code 63G-6a-1205)
 - e) Lists other specific activities that are not allowed (Utah Code 67-16 applies to the state and all political subdivisions)
6. Designates a purchasing agent, specify who may sign contracts including requirement for contracts that must go before the governing body.
7. Has an ethics provision and/or reference Utah Code 67-16.
8. Documents consequences of violating the policy (e.g. formal reprimand, suspension, termination or criminal prosecution).

c. Ethical Behavior

1. Prohibits participation in decisions or actions in which the employee or official has real or reasonably perceived conflict (see conflict of interest policy).
2. Prohibits use of authority for personal gain or that of close friends, family, or business associates.
3. Prohibits receiving gifts, loans or bribes.
4. Requires confidentiality regarding any information not subject to GRAMA.
5. Prohibits violation of nepotism laws (Utah Code 52-3).
6. Prohibits misuse of public resources or property (Utah Code 76-8-4).
7. References the Utah Public Officer and Employee Ethics Act (Utah Code 67-16).
8. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination).

d. Reporting Fraud and Abuse

1. Requires the reporting of inappropriate actions or behavior.
2. Provides reporting structure, including alternatives if the employee's normal supervisor is involved.
3. Provides guidance on the type of actions and behaviors which must be reported.
4. Provides guidance on the information to be provided (e.g. names, dates, times, descriptions, effects) when reporting fraud or abuse.
5. Provides whistleblower protection or refers to Utah Code 67-21-3.
6. Provides for the evaluation, investigation and possible consequences of the alleged action or behavior.

7. Provides for feedback to the employee reporting the action and the governing body.
- e. Travel
1. Establishes a process to authorize travel expenditures (i.e. preauthorization).
 2. Defines what constitutes allowable and unallowable travel and clearly establishes reasonable limits.
 3. Establishes a reporting structure with senior management reporting to the governing body.
 4. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, inability to travel).
 5. Requires adequate record keeping (documentation of time, place, business purpose, and authorization).
 6. Communicates the public nature of purchase records.
 7. Ensures enough information is gathered and communicated to maintain accountability and measure performance.
 8. Has a provision to comply with external reporting requirements (e.g. IRS, Utah Public Finance Website reporting).
- f. Credit/Purchasing Cards
1. Credit/purchase card issuance should be approved by governing body.
 2. Establishes procedures for independent review and reconciliation of each card.
 3. Establishes card holder accountability including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of card privileges).
 4. Establishes required practices to ensure the security of the card (e.g. signing, storing, and who can use the card).
 5. Establishes procedures for card use (e.g. documentation required, timelines, reconciliations, restrictions).
- g. Personal Use of Entity Assets
1. Establishes allowable uses, or disallows use, of entity assets and rates if applicable (e.g. making photocopies, use of heavy equipment).
 2. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds or loss of privileges).
- h. IT & Computer Security
1. Establishes allowable uses of information systems, computer equipment, and the internet.
 2. Discloses to the user that the entity has the right to monitor and limit the activities on entity IT systems.
 3. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of privileges).
- i. Cash Receipting and Deposit
1. Establishes a timeline for entering receipts into the accounting system.
 2. Establishes a timeline for depositing funds in the bank that complies with the Utah Money Management Act (3 days).

3. Establishes security measures for holding funds before deposit (e.g. safe, vault).
4. Establishes a receipting process for giving the customer documentation of the transaction and also provide sufficient information to understand the purpose of the transaction for management review or audit.
5. Establishes a procedure for entering credit card and ACH transactions into the accounting system.
6. Establishes a separation of duties between the person receiving payments and the person making deposits (smaller entities may require dual sign-off on deposits).
7. Establishes required documentation for voiding or altering a cash receipt, including that it be reviewed by someone that didn't make the correction.
8. Requires system-generated or sequentially-numbered receipts to allow for a review of completeness.
9. Requires cash deposits and receipts to be reconciled and/or reviewed by someone not receiving cash.

4. Hire and Train Qualified Staff

Purpose

In order to ensure the effective and efficient delivery of government services, each entity should identify the knowledge, skills, and abilities (KSA) needed by its management and employees. In technical areas, KSA often align with formal credentials, such as a degree or license. Accounting is an area where degrees and professional designations usually indicate a level of proficiency.

Overview

A licensed Certified Public Accountant (CPA) is the most common designation of a person who possesses the KSA needed to oversee the day-to-day financial operations of an entity. There are several other designations that may indicate similar KSA, such as Certified Government Financial Manager (CGFM), Certified Management Accountant (CMA), Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), Certified Government Auditing Professional (CGAP), and Certified Public Finance Officer (CPFO). At a minimum, we recommend that every entity have someone with a bachelor's degree in accounting as part of its staff.

Implementation

While not every local government entity needs a full-time CPA, every entity should utilize a qualified accountant to ensure that its finances are protected and accurately reported. Most accounting firms and professional bookkeeping services provide a variety of services on an as-needed basis. We recommend every local government evaluate the level of KSA possessed by its accounting staff and consider contracting with an accounting professional. The accounting professional could perform some or all of the accounting and ensure that the entity has effectively implemented internal controls and meets reporting requirements.

To aid local government entities in identifying and procuring the services of qualified accounting professionals, the Office maintains a qualified vendor list included on the Office's website at resources.auditor.utah.gov. The firms on this list have met the requirements set forth by the Office to provide bookkeeping, compliance reporting, or financial statement preparation for local governments.

5. Provide Effective Training

Overview

Training is vital to any organization, especially governments, where services are essential to economic prosperity and basic human needs. Public officials and key employees need to possess at least a basic understanding of the legal requirements of their entity. We encourage entities to consider the KSA needed to support the services provided by their entity, then determine the appropriate level of training that is needed to maintain those KSA. The entity should provide resources to attend sufficient and appropriate training on an ongoing basis.

Implementation

The Office provides comprehensive but basic training on financial topics for local government board members and finance officers. However, this training serves only as an introduction for those who are new or previously untrained in local government financial matters. We recommend board members and finance officers identify and participate in organizations that provide more advanced training. These organizations may be specific to the government type (e.g. counties, charter schools), a specific type of operation (e.g. sewer, water), or a specific job within the organization (e.g. treasurer, finance officer).

At a minimum, board members should view our online basic but comprehensive training every four years (see training.auditor.utah.gov). Also, at least one member of the finance team, preferably the chief finance officer, should have 40 hours of financial training each year. Financial training includes: auditing, accounting, budgeting, reporting, internal controls, fraud prevention and detection, software, and any other topic that is related to the management of finances.

6. Implement a Hotline

Definition

A hotline is a means by which the public and employees can anonymously report concerns about improper behavior of an entity's officers or employees or concerning practices of the entity.

Overview

Fraud losses are 50% smaller at organizations with hotlines than those without hotlines. According to the Association of Certified Fraud Examiners, 40% of reported instances of fraud are discovered through a tip. More than half of these tips were provided by an employee of the organization and 46% of fraud cases detected by tip were reported through a hotline.

Implementation

An effective hotline can be implemented at virtually no cost and can be as simple as providing an email address or phone number. Hotline submissions should be sent directly to a person who has the resources and objectivity to evaluate the concern and investigate if warranted. All complaints and the results of investigations should be presented to the audit committee of the entity in a timely fashion.

Hotlines should be promoted and easy to access (most entities put a link to their hotline on the main page of their website). Every entity should have a written policy that includes the following:

1. Methods for receiving complaints (e.g. email, phone number).
2. A provision for anonymous complaints.
3. Sufficient direction to ensure complaints are given adequate treatment as follows:
 - a. An initial screening of complaints to be performed by an office not involved in the complaint (this could be accomplished by having it performed by more than one office if an independent internal audit function does not exist or it could be sent directly to the audit committee).
 - b. Audit committee:
 - i. Reviews available evidence.
 - ii. Determines if further investigation is merited. If so;
 - Sets the scope of audit
 - Sets a budget
 - Sets a timeline
 - Provides resources
 - c. Audit results are reported to the audit committee.
 - d. Audit committee approves findings and recommendations.
 - e. Audit committee ensures that findings and recommendations are addressed by the appropriate officers or employees.
 - f. Feedback provided to the complainant, if requested.

7. Implement an Internal Audit Function

Definition

An internal audit function is an organizational initiative to monitor and analyze the entity's own operations in order to determine how well it conforms to a set of specific criteria, such as laws, policies, or best practices. Internal auditors are independent of the work they audit, but are very familiar with it so as to allow them to determine compliance with the requirements for that work.

Overview

An internal audit may focus on financial operations, systems, processes, or compliance. As part of the internal audit plan, auditors try to find discrepancies between operational design and operational reality. Internal audits also help uncover evidence of fraud, waste, or abuse. If internal auditors find discrepancies or inappropriate activities, they document and report them to entity leadership who can prioritize and direct corrective action.

The frequency of internal audits will depend on the department or process being examined. Some types of operations may require daily audits for quality control, others may require only an annual audit of records.

Internal audit plans act as a pre-emptive step in maintaining operational efficiency and financial reliability, as well as safeguarding assets.

Implementation

An internal audit function should be formalized by the adoption of an Internal Audit Charter which identifies who is responsible to oversee the internal audit function and who will perform the internal audits.

Those responsible for internal audits should adopt an audit plan which identifies what will be audited and when it will be audited. The audit plan should be reviewed regularly, usually once per year.

Adaptation for small entities

Only the largest of our local governments can justify a full-time internal auditor. Most local governments can execute an effective internal audit program by contracting with an audit professional to work a few days a year. To eliminate added costs entirely, some entities may coordinate with peer entities and utilize each other's financial staff to act as internal auditors. Keep in mind, internal auditors need a solid understanding of audit principles and should use work programs that are designed to effectively identify violations of the laws or policies they are auditing.

8. Use an Audit Committee

Purpose

An audit committee assists the governing body in its financial oversight responsibilities.

Membership

We recommend that members of the audit committee are a subset of the governing body. An audit committee should have a financial expert who is not a member of management. This can be achieved by having a governing body member who is a financial expert, or acquiring the assistance of a volunteer or paid professional financial expert. Finance officers from other local governments should be considered when looking for a financial expert, as they are independent and have a working knowledge of government accounting issues.

Functions

An audit committee must ensure the following:

1. Management develops and enforces systems that ensure the entity accomplishes its mission effectively and efficiently while complying with laws and regulations.
2. The internal audit function objectively assesses the effectiveness of management's internal control program.
3. Financial statement audits are performed by a qualified, independent accounting firm and issues identified during those audits are reviewed and resolved as appropriate.
4. Hotline complaints are investigated and findings are addressed by the governing body.

Risk Score

We have developed a five-level assessment score that is intended to communicate the entity's risk of undetected fraud, abuse, or noncompliance. The levels are based upon points assigned to each of the recommended measures. Since some measures are more effective than others, the most effective measures are assigned the most points. As more measures are adopted the score improves. The higher the score, the lower the risk.

The scale and corresponding levels are as follows:

- Very Low
- Low
- Moderate
- High
- Very High

See the *Fraud Risk Assessment Questionnaire* (attached) for specific points assigned to each measure and how point totals correspond to the risk scale.



Fraud Risk Assessment

Refer to the Implementation Guide for more detailed explanations of concepts and criteria. See resources.auditor.utah.gov/s/article/Fraud-Risk-Assessment-Implementation-Guide

To complete the assessment, identify or obtain the following:

1. Name of the Board/Council Chair _____
2. Name of the Clerk/Finance Officer _____
3. Name of the Treasurer _____
4. Copies of credit/purchasing card statements, payments and supporting documentation.
5. Copies of bank reconciliations for all bank accounts and related bank statements.
6. Copies of the following policies if they existed during the assessment period:
 - a. Conflict of Interest
 - b. Procurement
 - c. Ethical Behavior
 - d. Reporting fraud and abuse
 - e. Travel
 - f. Credit/Purchasing Cards
 - g. Personal use of entity assets
 - h. IT and computer security
 - i. Cash receipting and deposits
7. Copy of the CPA's license, if there is a CPA who is a member of the staff; provide the contact for a contract accountant who is a CPA.
8. Copy of the diploma if a member of the staff has a bachelor's degree in accounting (not required if documentation was provided for number 8 above).
9. Copies of the commitment to ethical behavior by the officials/officers of the entity.
10. Copies of the training certificate for the Office of the State Auditor board member training completed during the last 4 years.
11. Documentation (certificates, agendas, etc.) demonstrating that a member of the management team had at least 40 hours of financial training during the last year.
12. Copy of the internal audit plan for the assessment period.
13. Name of the internal auditor and a list of duties. If contractually performed, provide a copy of the contract.
14. Copies of any internal audit reports issued during the assessment period or last year, whichever is longer.
15. Copy of the audit committee charter.
16. A list of audit committee members during the assessment period.
17. Minutes or agendas for audit committee meetings, if meetings are confidential, a list of action items from those meetings would suffice.



Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions below.
- Total the points of the questions marked "Yes" and put on the "Total Points Earned" line below.
- Using the points earned, circle the risk level on the "Risk Level" line below.

Total Points Earned: 250 Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	✓	200
2. Does the entity have written policies in the following areas:		
a. Conflict of interest?	✓	5
b. Procurement?	✓	5
c. Ethical behavior?	✓	5
d. Reporting fraud and abuse?		5
e. Travel?	✓	5
f. Credit/Purchasing cards (where applicable)?	✓	5
g. Personal use of entity assets?	✓	5
h. IT and computer security?	✓	5
i. Cash receipting and deposits?	✓	5
3. Does the entity have a licensed or certified expert as part of its management team? (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO)		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	✓	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?		20
5. Have all of the board members completed the State Auditor online training at least once in the last four years?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?		20
7. Does the entity have or promote a fraud hotline?		20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

Certified By: Steve L. [Signature] Certified By: _____

* MC = Mitigating Control

Basic Separation of Duties

See page 2 of this questionnaire for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?			✓	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			✓	
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?		✓		
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?		✓		
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".			✓	
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".			✓	
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			



Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of governments.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.



NOTICE AND AGENDA

SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

TUESDAY, JUNE 16, 2020 – 6:00 P.M.

Notice is hereby given that the South Ogden City Community Development and Renewal Agency will hold a meeting at 6 pm Tuesday, June 16, 2020. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time.

- I. **CALL TO ORDER** – Chairman Russell Porter

- II. **CONSENT AGENDA**
 - A. Approval of June 2, 2020 CDRA Minutes

- III. **PUBLIC HEARING**
To Receive and Consider Comments on Proposed Amendments to the FY2020 CDRA Budget

- IV. **DISCUSSION/ACTION ITEMS**
 - A. Consideration of **CDRA Resolution 20-09** – Amending the FY2020 CDRA Budget
 - B. Consideration of **CDRA Resolution 20-10** – Approving the FY2021 CDRA Budget

- V. **ADJOURN**

Posted to the State of Utah Website June 12, 2020

The undersigned, duly appointed Board Secretary, 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 June 12, 2020. Copies were also delivered to each member of the governing body.


Leđa Kapetanov, 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.



**MINUTES OF THE
SOUTH OGDEN CITY COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY BOARD MEETING**

TUESDAY, JUNE 2, 2020 – 6:00 P.M.

COUNCIL CHAMBERS, CITY HALL

BOARD MEMBERS PRESENT

Chairman Russell Porter, Board Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Board Members Strate and Smyth joined the meeting via the Zoom meeting app.

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Parke, Officer Chris Freestone, Information Services Manager Brian Minster, and Recorder Leesa Kapetanov Note: City Attorney Ken Bradshaw, and Parks and Public Works Director Jon Andersen joined the meeting via Zoom.

CITIZENS PRESENT

Bry Collard, Steve Farnsworth, Sono Farnsworth, Sean Alibrando

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link

https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200602_1801.mp3

or by requesting a copy from the office of the South Ogden City Recorder.

Motion from council meeting to enter CDRA Board Meeting:

00:49:21

Council Member Howard moved to recess city council meeting and open a Community Development and Renewal Agency Board meeting. Council Member Smyth seconded the motion. The voice vote was unanimous in favor of the motion.

I. CALL TO ORDER

Chair Porter called the meeting to order at 6:53 pm and moved to the consent agenda.

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II. CONSENT AGENDA

A. Approval of April 21, 2020 CDRA Minutes

- The chair asked if there were any questions concerning the minutes; seeing none, he called for a motion to approve the minutes
00:49:39

Board Member Strate so moved. Board Member Smyth seconded the motion. All present voted aye.

III. PUBLIC HEARING

To Receive and Consider Comments on the Proposed City Center Community Reinvestment Area Budget

- Chair Porter called for a motion to open the public hearing for the reason stated
00:50:04

Board Member Smyth moved to enter the public hearing, followed by a second from Board Member Orr. All present voted aye.

- Staff overview 00:50:27 Note: Adam Long, CRA Attorney, also took part in the overview.
- Chair Porter opened the floor to anyone from the public who wanted to comment. He also announced those wanting to comment electronically could do so until 7:05 pm. No one present at the meeting came forward to comment.
00:52:32

- The chair called for a motion to close the public hearing but leave the record open until 7:05 pm

Board Member Howard so moved. Board Member Orr seconded the motion. The vote was unanimous in favor of the motion.

IV. DISCUSSION/ACTION ITEMS

Chair Porter moved to Item B in order to allow anyone commenting electronically on Item A would have time to do so. 00:53:09

B. Consideration of CDRA Resolution 20-08 – Approving an LOI with Seasons on Riverdale Concerning Lincoln Avenue

- The chair stated this was the same letter of intent discussed in the council meeting and asked if there was any more discussion. There was no more discussion. The chair called for a motion.

90 **Board Member Strate moved to adopt CDRA Resolution 20-08. The motion was**
91 **seconded by Board Member Smyth. There was no further discussion. The chair called**
92 **the vote:**

94 Board Member Stewart-	Yes
95 Board Member Howard-	Yes
96 Board Member Strate-	Yes
97 Board Member Orr-	Yes
98 Board Member Smyth-	Yes

99
100 **CDRA Resolution 20-08 was adopted.**

- 101
102 • There was time still left for members of the public to comment electronically, so City
103 Manager Dixon touched on highlights of the area budget being considered.

104
105
106 **A. Consideration of CDRA Resolution 20-07 – Adopting the City Center Reinvestment Area**
107 **Budget**

- 108 • Chair Porter asked Information Services Manager Brian Minster if any comments had been
109 submitted electronically. Mr. Minster indicated there had been none. The chair called for
110 a motion. 00:58:21

111
112 **Board Member Howard moved to approve CDRA Resolution 20-07. Board Member Strate**
113 **seconded the motion. Chair Porter asked if there was further discussion.** Board Member
114 Orr stated the city could not afford to lose 80% of its budget for 20 years. City Manager Dixon
115 clarified that no money would come out of the city's budget to support development. Chair Porter
116 checked one last time to see if any public comments had been made. Mr. Minster stated there
117 had been none. **The chair then called the vote:**

118	
119 Board Member Howard -	Yes
120 Board Member Strate -	Yes
121 Board Member Orr -	No
122 Board Member Smyth -	Yes
123 Board Member Stewart -	No

124
125 **CDRA Resolution 20-07 was approved.**

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129 **V. ADJOURN**

- 130 • Chair Porter called for a motion to adjourn
131 01:03:02

132
133 **Board Member Howard moved to adjourn the CDRA Board meeting and reconvene as the South**
134 **Ogden City Council, followed by a second from Board Member Stewart. All present voted aye.**

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136 The meeting adjourned at 7:07 pm.

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Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community Development and Renewal Agency Board Meeting held Tuesday, June 2, 2020.



Leesa Kapetanov, City Recorder, Board Secretary

Date Approved by Board

RESOLUTION NO. 20-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH OGDEN
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, UTAH,
AMENDING THE BUDGET FOR FY 2019-2020; PROVIDING THAT THE
SAME SHALL BE AVAILABLE FOR PUBLIC REVIEW AND COMMENT;
AND PROVIDING FOR AN EFFECTIVE DATE**

SECTION 1 - RECITALS

WHEREAS, the Board of South Ogden Community Development And Renewal Agency (“Agency”) is a quasi municipal corporation and Community Development And Renewal Agency duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the Board of Directors finds that in conformance with Utah Code (“UC”) §10-3-717, the governing body of the Agency may exercise all administrative powers by resolution; and,

WHEREAS, the Board of Directors finds that in conformance with UC §10-6-111, the governing body of the Agency adopted a tentative budget “on or before the first regularly scheduled meeting of the governing body in the last May of the current period”; and,

WHEREAS, the Board of Directors finds that in conformance with UC §10-6-111, the budget officer of the Agency has presented a final budget for the current fiscal year period, (FY 2019-2020) on forms provided by, or acceptable to, the state auditor, for each fund for which a budget is required; and,

WHEREAS, the Board of Directors finds that the Agency finds that certain exigencies of Agency governmental operations require that amendments be made to the current Agency budget and related documents; and,

WHEREAS, the Board of Directors finds that UC §10-6-119 provides authority for amending the Agency’s budget as necessary; now,

**Therefore, Be It Resolved By The Board Of Directors Of The South Ogden
Community Development And Renewal Agency That The Agency Budget And
Related Documents For Fiscal Year 2019-2020 Be, And The Same Hereby Are,
Amended As Follows:**

SECTION 2 – CHANGES TO BUDGET

Those changes set out in **Attachment “A”** of the 16th day of June, 2020, attached hereto, and incorporated as if fully set out, as those changes affect and adjust the previously authorized budget and other documents of various Agency departments and funds, ought to be, and the same are, adopted and enacted as amendments to the fiscal year 2019-2020 Budget for Board of Directors of the South Ogden City Community Development And Renewal Agency

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the Board, or parts thereof, which conflict with any of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION 4 - PRIOR RESOLUTIONS:

The body and substance of all prior Resolutions, with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 5 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the Board of Directors of South Ogden Board Community Development And Renewal Agency.

SECTION 6 - DATE OF EFFECT:

This Resolution shall be effective on the 16th day of June, 2020 and after publication or posting as required by law.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, STATE OF UTAH, on this 16th day of June, 2020

SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Russell Porter
Board Chair

ATTEST:

Leesa Kapetanov, CMC
Board Recorder

ATTACHMENT "A"

RESOLUTION NO. 20-09

A Resolution Of The Board Of Directors Of The South Ogden Community Development And Renewal Agency, Utah, Amending The Budget For FY 2019-2020; Providing That The Same Shall Be Available For Public Review And Comment; And Providing For An Effective Date

16 Jun 20

[Attachment to be provided by Finance Director]

RESOLUTION NO. 20-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH
OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY,
UTAH, ADOPTING THE BUDGET FOR FY 2020-2021; AND
PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT
IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE
BOARD RECORDER.**

SECTION 1 - RECITALS

WHEREAS, under the Uniform Procedures act, Utah Code (“UC”)§10-6-101, et. seq., as amended, and UC §17A-2-1216, the Board Administrator of the Board of Directors of the South Ogden City Community Development and Renewal Agency, (“Administrator” or “Board Administrator”) submitted to the Board of Directors of South Ogden City Community Development and Renewal Agency the proposed Operating Budget; and other required fund budgets and schedules and his budget message, all for the fiscal year of July 1, 2020 to June 30, 2021, as required by the statutes; and,

WHEREAS, the said proposed or tentative budget and all supporting schedules were received by the Board of Directors during a regular Board of Directors meeting during May, 2020, the required public hearing thereon was initially fixed to be held during the regularly scheduled Board of Directors meeting of June, 2020. Those proposed budgets were, over ten (10) days prior to the public hearing, deposited with the Board Recorder as a public record where they have remained until this date; and,

WHEREAS, UC §10-6-118, as amended, requires that before the 22nd day of June each year, or September 1st, with a budget enacting a property tax increase under UC §59-2-919 through §59-2-923, the Board of Directors shall by resolution or ordinance, adopt a budget for the ensuing fiscal year for each fund for which a budget is required; and,

WHEREAS, after due publication of notice at least seven (7) days prior thereto, which notice was published in the *Ogden Standard Examiner* on the Board of Directors held a public hearing on the budget which public hearing commenced on or about 6: 00 p.m.

WHEREAS, the Board of Directors, in their public meeting, received and considered adjustments to the Board Administrator's recommended or tentative budget, said adjustments having been the proper subject of consideration at the public hearing, and later modification by the Board of Directors; and,

WHEREAS, the adopted tentative budget contains a revenue appropriation amount for the General Fund for anticipated property tax revenues to conform to the Weber County Clerk Auditor's projections at the current certified tax rate, if and; and,

WHEREAS, all conditions precedent to the adoption of the final budget have been accomplished;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of South Ogden City Community Development and Renewal Agency:

SECTION 2 – ADOPTION OF BUDGET

That the budget as set out in **Attachment “A”** and dated as of the 16th day of June, 2020, attached, and incorporated as if set out, ought to be, and the same are, adopted and enacted as the fiscal year 2020-2021 Budget for the Agency by the Board of Directors of the South Ogden City Community Development And Renewal Agency.

The foregoing Recitals are incorporated herein.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the Board, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 4 - PRIOR RESOLUTIONS:

The body and substance of all prior resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 5 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the Board of Directors of South Ogden Board Community Development And Renewal Agency.

SECTION 6 - DATE OF EFFECT:

This Resolution shall be effective on the 16th day of June, 2020, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH
OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, STATE OF
UTAH, on this 16th day of June, 2020**

**SOUTH OGDEN COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY**

Russell Porter
Board Chair

ATTEST:

Leesa Kapetanov, CMC
Board Recorder

ATTACHMENT "A"

RESOLUTION NO. 20-10

A Resolution Of The Board Of Directors Of The South Ogden Community Development
And Renewal Agency, Utah, Adopting The Budget For FY 2020-2021; And Providing
That This Resolution Shall Take Effect Immediately Upon Its Adoption And Deposit
With The Board Recorder

16 Jun 20

[Attachment to be provided by Finance Director]