



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

**TUESDAY, SEPTEMBER 15, 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, September 15, 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. No action will be taken on any items discussed during pre-council work sessions. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

## **WORK SESSION AGENDA**

**I. CALL TO ORDER – Mayor Russell Porter**

**II. REVIEW OF AGENDA**

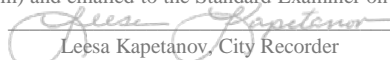
**III. DISCUSSION ITEMS**

- A. Traffic Control on Chimes View Drive and Monroe Boulevard**
- B. Affordable Housing**

**IV. ADJOURN**

Posted to the State of Utah Website September 11, 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 (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on September 11, 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.



## NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 15, 2020

WORK SESSION – 5 PM

REGULAR COUNCIL MEETING - 6 PM

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## 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 Mike Howard

- 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 September 1, 2020 Council Minutes
- B. Set Date for Public Hearing (October 6, 2020 at 6 pm or as soon as the agenda permits) to Receive and Consider Comments on Proposed Amendments to FY2021 Budget

## VI. PUBLIC HEARING

To Receive and Consider Comments on the Proposed Addition of a Business License for Residential Facility for Disabled Persons

## VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Ordinance 20-22** – Amending the Consolidated Fee Schedule for the Addition of a Business License for Residential Facilities for Disabled Persons
- B. Consideration of **Resolution 20-31** – Approving an Agreement with Hogan Construction for Construction of Club Heights Park Phase I

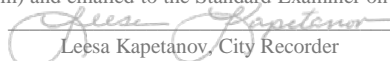
## VIII. REPORTS/DIRECTION TO CITY MANAGER

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

## IX. ADJOURN

Posted to the State of Utah Website September 11, 2020

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Leesa Kapetanov, City Recorder

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

TUESDAY, SEPTEMBER 1, 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 Member Smyth joined the meeting via the Microsoft Teams meeting app.

#### STAFF MEMBERS PRESENT

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

#### 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/CC200901\\_1703.mp3](https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200901_1703.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 5:04 pm and entertained a motion to begin.

00:00:00

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

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**II. REVIEW OF AGENDA**

Mayor Porter informed the Council that Adam Long was in the meeting via Microsoft Teams to answer questions concerning the Lincoln Avenue lease agreements.

00:00:18

**III. DISCUSSION ITEMS**

A. City Property on 40<sup>th</sup> and Evelyn

00:35:44

**IV. ADJOURN**

At 5:58 pm, Mayor Porter called for a motion to adjourn the work session.

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

00:53:45

## COUNCIL MEETING MINUTES

### COUNCIL MEMBERS PRESENT

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

### STAFF MEMBERS PRESENT

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

### CITIZENS PRESENT

Bryana Collard, Sean Alibrando, Bruce & Joyce Hartman

**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/CC200901\\_1800.mp3](https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200901_1800.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 6:01 pm and called for a motion to convene

00:00:08

**Council Member Howard so moved, followed by a second from Council Member Strate. 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 Susan Stewart led the Pledge of Allegiance.

103 **II. PUBLIC COMMENTS**

104 Bryana Collard 00:01:42 Ms. Collard was concerned with the street  
105 crossings to Burch Creek Elementary  
106  
107

108 **III. RESPONSE TO PUBLIC COMMENT**

109 00:07:40  
110  
111

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

113 No scouts or students were present.  
114  
115  
116

117 **V. CONSENT AGENDA**

118 **A. Approval of August 18, 2020 Council Minutes**

- 119 • Mayor Porter asked if there were any questions or comments concerning the minutes. No  
120 one responded. He then called for a motion.

121 00:08:49  
122

123 **Council Member Howard moved to approve the consent agenda. The motion was**  
124 **seconded by Council Member Strate. The voice vote was unanimous in favor of the motion.**  
125

- 126 • The mayor asked if any comments had been made online. Information Services Manager  
127 Brian Minster read one online comment.  
128

129 Brock Thurgood 00:09:05 Was displeased with council members speaking  
130 out against Jets football  
131  
132

133 **VI. PUBLIC HEARING**

134 To Receive and Consider Comments on the Indefinite Closing of Lincoln Avenue between 36th Street  
135 and Riverdale Road  
136

- 137 • Mayor Porter explained how people could comment online and then called for a motion to open  
138 the public hearing 00:09:57  
139

140 **Council Member Strate moved to open the public hearing. The motion was seconded by Council**  
141 **Member Howard. All present voted aye.**  
142  
143

- 144 • Staff overview of public hearing item  
145 00:10:42

- The mayor opened the meeting for comments from the public. He also explained they would keep the public hearing open for online comments until 6:20 pm.

Bryana Collard

00:12:39

Spoke in favor of closing the road

- Mayor Porter called for a motion to close the public hearing but keep public comment open until 6:20 pm.

00:13:36

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

## **VII. DISCUSSION/ACTION ITEMS**

- The mayor went to item B first to make sure all public comments could be considered before the council discussed Item A

### **B. Consideration of Resolution 20-28 – Approving an Intercounty Automatic Aid Agreement**

- Staff overview 00:14:23
- Discussion 00:15:38
- Motion 00:19:35

**Council Member Howard moved to approve Resolution 20-28. Council Member Orr seconded the motion. Mayor Porter asked if there was further discussion, and seeing none, he called the vote:**

<b>Council Member Orr -</b>	<b>Yes</b>
<b>Council Member Strate -</b>	<b>Yes</b>
<b>Council Member Stewart-</b>	<b>Yes</b>
<b>Council Member Howard -</b>	<b>Yes</b>
<b>Council Member Smyth -</b>	<b>Yes</b>

**Resolution 20-28 was adopted.**

- The time was past 6:20 pm, so the mayor asked if any online public comments had been submitted. No comments had been made. Mayor Porter continued with Item A.

### **A. Consideration of Ordinance 20-21 – Indefinitely Closing a Portion of Lincoln Avenue Between 36<sup>th</sup> Street and Riverdale Road**

- Staff recommended this item be tabled 00:20:12
- There was no discussion on this item



- Motion 00:21:20

Council Member Strate moved to table Ordinance 20-21. The motion was seconded by Council Member Howard. After determining there was no more discussion, the mayor called the vote:

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

The motion to table stood.

C. Consideration of Resolution 20-29 – Approving an Agreement with Granite Inliner LLC for 40<sup>th</sup> Street Sewer Line Project

- Staff overview 00:21:45
- Council discussion 00:23:40
- Motion 00:27:38

Council Member Smyth moved to approve Resolution 20-29. Council Member Howard seconded the motion. There was no more discussion. Mayor Porter called the vote:

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

The agreement was approved.

- Discussion on receiving only one bid. 00:28:16

D. Consideration of Resolution 20-30 – Approving an Agreement with Staker Parsons for Work on Water Tanks

- Staff overview 00:29:33
- Council discussion 00:33:52
- Motion 00:40:26

Council Member Howard moved to adopt Resolution 20-30 followed by a second from Council Member Strate. Mayor Porter reminded Council Member Howard that wording clarifying this resolution was not a ratification needed to be added to the motion. Council

Member Howard amended his motion to include the wording. Council Member Strate seconded the amended motion. After determining there were no more comments, Mayor Porter called the vote:

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

The motion stood.

**E. Consideration of Resolution 20-31 – Approving an Agreement with Community Development and Renewal Agency for the Lease of Lincoln Avenue**

- Staff overview 00:41:05
- Council discussion 00:44:40
- Mayor Porter entertained a motion to approve Resolution 20-31, adding a March 1, 2020\* deadline 00:47:51

\* This is the date stated by the mayor; however, the date actually presented by staff was March 1, 2021. Staff used March 1, 2021 in the changes to the resolution.

Council Member Strate so moved, followed by a second from Council Member Howard. The mayor asked if there were any further discussion, and seeing none, he called the vote:

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

Resolution 20-31 was approved.

**VIII. DISCUSSION ITEM**

Discussion and Possible Referral for Review by Planning Commission of Disposal of Certain Real Property Owned by the City 00:48:30

278 **IX. RECESS CITY COUNCIL MEETING AND CONVENE INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**  
279 **BOARD MEETING**

280 Mayor Porter indicated it was time to convene into a CDRA meeting and called for a motion to do so.  
281 01:02:52

282  
283 Council Member Strate moved to recess city council meeting and convene into a Community  
284 Development and Renewal Agency Board meeting. The motion was seconded by Council  
285 Member Howard. The voice vote was unanimous in favor of the motion.

286  
287 See separate minutes.

288  
289

290 **X. RECONVENE CITY COUNCIL MEETING**

291 Motion from CDRA Board Meeting at 7:08 pm.  
292 01:06:41

293

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

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299 **XI. REPORTS/DIRECTION TO CITY MANAGER**

- 300 A. City Council Members
- 301 • Council Member Strate - 01:06:58
  - 302 • Council Member Orr - 01:07:51
  - 303 • Council Member Smyth - 01:09:34
  - 304 • Council Member Stewart - 01:10:05
  - 305 • Council Member Howard - 01:15:50
- 306 B. City Manager 01:16:54
- 307 C. City Attorney nothing to report
- 308 • Additional comments by Council Member Strate
  - 309 01:18:00
- 310 D. Mayor Porter 01:19:07

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314 **XII. RECESS CITY COUNCIL MEETING AND CONVENE INTO AN EXECUTIVE SESSION**

- 315 Pursuant to UCA §52-4-205 1(c) to Discuss Pending or Reasonably Imminent Litigation
- 316 • At 7:22 pm, the mayor called for a motion to enter an executive session to discuss pending or
  - 317 reasonably imminent litigation
  - 318 01:19:50

319

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

Note: The council stayed in the council room and asked everyone else to leave. Those personally present in the executive session were Mayor Porter and Council Members Orr, Strate, Stewart, and Howard. Those attending via Microsoft Teams were Council Member Smyth and City Attorney Ken Bradshaw.

**III. ADJOURN**

At 7:26 pm, Mayor Porter called for a motion to adjourn the executive session, reconvene city council meeting, and adjourn.

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

The recording of this motion can be found at [https://www.southogdencity.gov/document\\_center/Sound%20Files/2020/CC200901\\_1926.mp3](https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200901_1926.mp3) or by contacting the South Ogden City Recorder.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council Work Session and Council Meeting held Tuesday, September 1, 2020.

  
Kapetanov, City Recorder

\_\_\_\_\_  
Leesa  
Date Approved by the City Council

# STAFF REPORT



**SUBJECT:** Adding a Residential Facility for Disabled Persons  
License Type  
**AUTHOR:** Leesa Kapetanov  
**DEPARTMENT:** Administration  
**DATE:** September 15, 2020

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## RECOMMENDATION

Staff recommends approval of Ordinance 20-22.

## BACKGROUND

Staff has felt a need for a license specific to Residential Facilities for Disabled Persons (RFDP) for some time; however, the state requires that a study be done to justify the cost of licensing. Since the city has not had these types of facilities until relatively recently, there was no data to do a study. Now that we have a few facilities that have been here a couple of years, we feel we can justify the cost of a RFDP license.

## ANALYSIS

### Methodology for Determining License Cost for Residential Facility for Disabled Persons

The cost of a business license is based on two factors: administrative costs and disproportionate service costs.

Administrative costs are determined by direct costs, such as the time spent by employees to maintain and enforce business licensing. Indirect costs include services from other departments and other things such as overhead for the building, office supplies, etc.

Disproportionate costs are costs incurred due to increased services such as police, fire, and EMS 911 calls that certain types of businesses demand. Examples of businesses that demand increased services might be convenience stores, assisted living facilities, and banks.

### Base Administrative Cost for RFDP

**\$ 125.00\***

The base administrative cost for a RFDP (Residential Facility for Disabled Persons) was determined to be the same as that for a residential rental license. A RFDP may or may not be a rental facility; however, it must go through a similar process for approval. The application first goes through a zoning approval process, and then a paperwork approval process. The difference is that rather than making sure a Good Landlord Agreement is filled out and signed and that the applicant has a Good Landlord Class certificate,

staff makes sure the applicant has a state license for a RFDP and documentation on how many occupants the state has approved to live in the house.

\* This cost was taken from the 2013 South Ogden Business License Fee Study by Zion's Bank

**Disproportionate Cost for RFDP**

**\$ 1,645.45**

Disproportionate service call costs include the cost of services for police, fire and EMS 911 calls above the base level of service provided by police and fire. The base level of service is the average level of 911 service calls to owner-occupied single-family residences per year. See next page for calculation of disproportionate service cost.

**Total License Cost**

$125.00 + 1,645.45 =$  **\$ 1,770.45**

**Adjustment Based on 2013 Methodology**

$1,770.45 \times .21 =$  **\$ 371.79**

In 2013, the council requested that the change to business license fees be revenue neutral. In order to do this, staff looked at several methods. One method was to look at the percentage each business was paying of the total cost the city could charge within each business type category based on the study. Some businesses were paying a large percentage, while others were paying a very low percentage. Staff worked to find the percentage that would work across the board for every business type that would be revenue neutral. It ended up being 21% of the total license cost.

**Adjustment Based on Recent Business License Reduction**

$519.15 \times .75 =$  **\$ 278.84**

Last year, the council voted to reduce business license fees by 25%.

**Suggested license fee for a Residential Facility for Disabled Persons**

**\$279.00**

## **S I G N I F I C A N T I M P A C T S**

None

## **A T T A C H M E N T S**

How disproportionate costs were calculated.

## Calculation of Disproportionate Service Costs

### Facility 3

	Police	Fire	EMS	
2019	0	0	0	Licensed 8/1/2019
2020	2	0	0	
	2	0	0	

### Facility 2

	Police	Fire	EMS	
2018	2	0	0	Licensed 12/1/2018
2019	4	0	1	
2020	0	0	0	
	4	0	1	

### Facility 1

	Police	Fire	EMS	
2014	0	0	0	Licensed 11/26/2013
2015	0	0	0	
2016	0	0	0	
2017	0	0	0	
2018	1	0	0	
2019	4	1	0	
2020	1	1	1	
	6	2	1	

	Police	Fire	EMS	
Average	4	0.66666667	0.66666667	
Disproportionate Ratio*	3.4	0.64666667	0.56266667	<b>Total</b>
Disproportionate Cost**	\$693.60	\$743.67	\$208.19	<b>\$1,645.45</b>

\*The disproportionate ratio is calculated by subtracting the base level of service ratio (Table 1.17 on page 20 of 2013 Zion's Bank Study) from the average calls per this type of business.

\*\* The disproportionate cost is calculated by multiplying the disproportionate ratio by the cost per call found on page 23, Table 1.21 of 2013 Zion's Bank Study.

## **ORDINANCE NO. 20-22**

### **ORDINANCE OF SOUTH OGDEN CITY AMENDING THE CITY'S CONSOLIDATED FEE SCHEDULE TO PROVIDE FOR THE ADDITION OF A BUSINESS LICENSE FOR RESIDENTIAL FACILITIES FOR DISABLED PERSONS AND, MAKING NECESSARY CLERICAL AND ADMINISTRATIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE FOR THESE ACTIONS.**

#### **Section 1 - Recitals**

WHEREAS, the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; 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 the Consolidated Fee Schedule should be amended to provide for the Addition of a Business License for Residential Facilities for Disabled Persons; and,

WHEREAS, the City Council finds that certain fees, rates, and compensations, should be adjusted as part of the ongoing management of the City; and,

WHEREAS, the City Council finds it is in the best interest of the citizens of the City to confirm, accept, adopt and implement the results, conclusions and recommendations of the staff review by providing for adoption of or changes to certain fees, and to make necessary clerical and administrative changes; and,

WHEREAS, the City Council finds that providing this information in the City's Consolidated Fee Ordinance is an effective way to make this information available to the public; and,

WHEREAS, the City Council of South Ogden City finds it is in the best interest of the City to again amend the consolidated fee schedule set out in prior Ordinances; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires administrative action to be taken by the City; now,

**THEREFORE, BE IT ORDAINED** by the City of South Ogden that:

#### **Section 2 - Amendment of the City's Consolidated Fee Ordinance & Fee Schedule**



Based upon the recommendation of responsible city staff, and the City Manager, and the findings of the City Council, the City's Consolidated Fee Ordinance and Fee Schedule, is amended to provide for the Addition of a **Business License for Residential Facilities for Disabled Persons**, and is amended and now constituted to incorporate those fees and changes as discussed above and the same are adopted as a part of, and will constitute their respective part of, the official fee schedule for South Ogden City as attached as **Attachment "A"**, made a part by this reference and as then set out in the full Consolidated Fee Ordinance.

The foregoing recitals are fully incorporated herein.

### **Section 3 - Prior Ordinances and Resolutions**

That the above fees, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

### **Section 4 - 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 5 - Savings Clause**

If any provision of this Ordinance be held or deemed, or shall be invalid, inoperative or unenforceable such 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 6 - Date of Effect**

This Ordinance will be effective on the 15<sup>th</sup> day of September, 2020, and after publication or posting as required by law.

DATED the 15<sup>th</sup> day of September, 2020

SOUTH OGDEN, a municipal corporation

by: \_\_\_\_\_  
Mayor  
Russell Porter

Attested and recorded

\_\_\_\_\_  
Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT “A”**

## **ORDINANCE NO. 20-22**

Ordinance Of South Ogden City Amending The City’s Consolidated Fee Schedule To Provide For The Addition Of A Business License For Residential Facilities For Disabled Persons And, Making Necessary Clerical And Administrative Changes; And Providing An Effective Date For These Actions.

15 Sep 20

[Attachment to be provided by City Recorder]

Performing Arts Theater Pet Grooming Retail Sales of Wigs and Toupees Sports Therapy and Rehab Performing Arts Studio	
<b>Personal Services (Space Rental)</b> Including, but not limited to, Cosmetologists, Massage Therapists, and Nail Technicians who are not the principle owner of a business, but rent space from the business owner.	<b>\$18.75</b>
<b>Private Club</b>	<b>\$221.25</b>
<b>Private School</b>	<b>\$116.25</b>
<b><u>Residential Facility for Disabled Persons</u></b>	<b><u>\$279</u></b>
<b>Residential Rental License w/o Good Landlord Discount</b> All Residential Rentals	<b>\$125 plus \$40 per unit</b>
<b>Residential Rental License w/Good Landlord Discount*</b> 1 Unit..... <b>\$10</b> 2 Units..... <b>\$50 + \$10 per unit</b> 3 Units..... <b>\$75+ \$10 per unit</b> 4 Units + ..... <b>\$100 + \$10 per unit</b>	<b>See Column 1</b>
<b>Retail Sales/Rentals</b> Auto Sales Carry-Out Only Restaurant Cellular Phone Retail Sales Computer Sales/Service Furniture Sales Printing, Copy, Design, Visual Communications Rental Center Retail Sales Retail Sales—Non-profit Scuba Diving Sales and Service Supply Store Tire Center Used Auto Sales	<b>\$97.50</b>
<b>Smoke Shop</b>	<b>\$281.25</b>
<b>Solicitor</b> Door-to-door sales	<b>\$18.75</b>
<b>Storage</b> Self-Storage Units Rental Storage Facility	<b>\$87</b>
<b>Temporary/Seasonal</b>	<b>\$18.75</b>

These fees approved and adopted Aug 20, 2019 by Resolution 19-47

\* The Listed Total Fees for the Good Landlord Program do NOT include the fee for the landlord training class. The fee is set by the training provider and will vary from time to time. The present fee is \$50 but is subject to change.

The Business License Fees shall be paid and credited such that payment of the annual fee will not be due and payable again until one calendar year has elapsed from the date the fee is paid. Late Fees shall be assessed if the base license fee is not paid within 30 days of the original due date for either renewal or new license. This late fee added 06 Feb 07.



**To:** Jon Andersen, Public Works Director  
South Ogden City Corporation

**From:** Brad C. Jensen, P.E.   
Wasatch Civil Consulting Engineering

**Date:** September 11, 2020

**Subject:** Club Heights Park Project

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In response to the City's Advertisement for Bid regarding the Club Heights Park Project, bids were accepted at the South Ogden City Municipal Offices on September 10, 2020. Three bids were received by the 10:00 a.m. deadline. The bidding results are as indicated below:

<u>Contractor</u>	<u>Base Bid</u>	<u>Total Bid</u>
1. Hogan and Associates	\$ 858,714.00	\$ 1,341,027.00
2. ACME Construction	\$ 931,789.55	\$ 1,396,531.51
3. Saunders Construction	\$ 958,068.44	\$ 1,426,805.44

We have reviewed the submitted bids for discrepancies and errors and have found none. Consequently, we recommend awarding the project to Hogan and Associates Construction. However, prior to preparing contract documents, we recommend the City decide which of the alternate items they wish to fund.

If you have any questions, please call.

## **Resolution No. 20-31**

### **RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH HOGAN CONSTRUCTION FOR CONSTRUCTION OF CLUB HEIGHTS PARK PHASE I, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("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 including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds it necessary to address Construction of Club Heights Park Phase I within the city; and,

**WHEREAS**, the City Council finds that the city staff recommends that the city approve the Agreement with Hogan Construction to fully address those park construction needs, specifically Construction of Club Heights Park Phase I, on behalf of the citizens of the City; and,

**WHEREAS**, the City Council finds that Hogan Construction has the ability to fully address the Construction of Club Heights Park Phase I, on behalf of the citizens of the City; and,

**WHEREAS**, the City Council finds that City now desires to further those ends by approving an Agreement with Hogan Construction to provide those services; and,

**WHEREAS**, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF  
SOUTH OGDEN AS FOLLOWS:**

#### **SECTION II - CONTRACT AUTHORIZED**

That The "**Contract Agreement**" With Hogan Construction For Construction of Club Heights Park Phase I Within The City, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

### **SECTION III - PRIOR ORDINANCES AND 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 IV - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, 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 V - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such 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 City Council of South Ogden City.

### **SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on the 15<sup>th</sup> day of September, 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 15<sup>th</sup> day of September, 2020.

**SOUTH OGDEN CITY**

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Russell Porter  
Mayor

**ATTEST:**

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Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT “A”**

## **Resolution No. 20-31**

Resolution Of South Ogden City Approving An Agreement With Hogan Construction For Construction Of Club Heights Park Phase I, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

15 Sep 20

[Attachment to be provided by City Recorder]

# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **Hogan & Associates Construction, Inc.** (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 scope of this project will be to provide all the labor, materials, tools, and equipment necessary for site work, building construction, and park amenities as described in the project plans and 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:

### CLUB HEIGHTS PARK ADDITION PROJECT

## ARTICLE 3 - ENGINEER

3.01 The Project has been designed 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 75 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, OWNER 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>
<b>SCHEDULE A – BASE BID:</b>					
A1	Mobilization/Demobilization/Construction Layout:	1	L.S.	\$135,950.00	\$135,950.00
A2	Erosion Control/SWPPP:	1	L.S.	\$11,030.00	\$11,030.00
A3	Demolition – Clearing and Grubbing:	1	L.S.	\$2,070.00	\$2,070.00
A4	Demolition – Remove & Dispose of Existing Asphalt:	1	L.S.	\$5,888.00	\$5,888.00
A5	Demolition – Remove & Dispose of Existing Concrete Curb:	1	L.S.	\$882.00	\$882.00
A6	Demolition – Remove & Dispose of Existing Flatwork:	1	L.S.	\$2,198.00	\$2,198.00
A7	Demolition – Remove & Dispose of Water Meter and Service in Palmer Drive:	1	L.S.	\$1,095.00	\$1,095.00
A8	Demolition – Remove & Dispose of Existing Fire Hydrant & Piping:	1	L.S.	\$1,892.00	\$1,892.00
A9	Demolition – Remove & Dispose of Existing Light Pole & Conduit:	1	L.S.	\$1,290.00	\$1,290.00
A10	Demolition – Remove & Dispose of Existing Drain Box & Piping:	1	L.S.	\$2,064.00	\$2,064.00
A11	Demolition – Remove & Dispose of Existing Valve:	1	L.S.	\$674.00	\$674.00
A12	Demolition – Remove & Dispose of Existing Trees:	1	L.S.	\$1,475.00	\$1,475.00
A13	Traffic Control:	1	L.S.	\$10,150.00	\$10,150.00
A14	South Ogden Small Park Sign:	1	L.S.	\$11,370.00	\$11,370.00
A15	Earthwork/Site Grading/Retention Basin:	1	L.S.	\$10000.00	\$10000.00
A16	Earthwork Cut to Haul Off-Site:	1	L.S.	\$43,090.00	\$43,090.00
A17	Earthwork Fine Grading:	1	L.S.	\$3,873.00	\$3,873.00
A18	Structural Fill:	1	L.S.	\$3,065.00	\$3,065.00
A19	Imported Topsoil:	1	L.S.	\$44,740.00	\$44,740.00
A20	Utility – Site Electrical Service:	1	L.S.	\$3,588.00	\$3,588.00
A21	Utility – Electrical Site Lighting:	1	L.S.	\$46,860.00	\$46,860.00

A22	Utility – Storm Drain 12” Diameter RCP Pipe:	250	L.F.	\$54.00	\$13,500.00
A23	Utility – Storm Drain 12” Diameter PVC Pipe	75	L.F.	\$61.00	\$4,575.00
A24	Utility – Storm Drain 6” Diameter PVC Drain Pipe:	125	L.F.	\$52.00	\$6,500.00
A25	Utility – Storm Drain 2’x2’ Concrete Catch Basin with Grate:	1	Each	\$2,041.00	\$2,041.00
A26	Utility – Storm Drain Curb Inlet Box:	1	Each	\$2,151.00	\$2,151.00
A27	Utility – Storm Drain 4’ Diameter Manhole with Ring and Grated Cover:	1	Each	\$1,640.00	\$1,640.00
A28	Utility – Storm Drain 5’ Diameter Manhole with Ring and Grated Cover:	1	Each	\$2,568.00	\$2,568.00
A29	Utility – Culinary Water 2” Water Meter, Box, Ring and Cover:	1	Each	\$5,794.00	\$5,794.00
A30	Utility – Culinary Water 2” Poly Service Lateral from Main Line to Meter:	50	L.F.	\$47.00	\$2,350.00
A31	Utility – Culinary Water 2” Service Poly with Fittings:	5	L.F.	\$43.00	\$215.00
A32	Utility – Culinary Water 1.5” Service Poly with Fittings:	100	L.F.	\$32.00	\$3,200.00
A33	Utility – Culinary Water 1.25” Service Poly with Fittings:	120	L.F.	\$28.00	\$3,360.00
A34	Utility – Culinary Water 1” Service Poly with Fittings:	150	L.F.	\$28.00	\$4,200.00
A35	Utility – Culinary Water 2” Valve:	1	Each	\$286.00	\$286.00
A36	Utility – Culinary Water 1” Stop and Waste:	1	Each	\$564.00	\$564.00
A37	Utility – -2-Inch PVC Casing with End Seals:	110	L.F.	\$22.00	\$2,420.00
A38	Remove & Replace Culinary Water Valve Box in Palmer Drive:	1	Each	\$863.00	\$863.00
A39	Remove & Replace Water Valve Box & Construct Concrete Collar:	1	L.S.	\$863.00	\$863.00
A40	Pre-Lower & Raise Manhole Cover, Provide New Ring and Cover, and Construct Concrete Collar:	1	L.S.	\$1,362.00	\$1,362.00
A41	Curb and Gutter – 30”:	700	L.F.	\$38.00	\$26,600.00
A42	5 Foot Taper Curb Section:	4	Each	\$663.00	\$2,652.00
A43	Asphalt Paving & Base – Parking Lot Paving Section:	1	L.S.	\$18,580.00	\$18,580.00
A44	Asphalt Paving & Base – Street Paving Section:	1	L.S.	\$18,530.00	\$18,530.00
A45	Granular Barrow:	1	L.S.	\$30.00	\$30.00
A46	Concrete Sidewalk (4” Thick) over Base Course (4”):	11,800	S.F.	\$7.60	\$89,680.00

A47	Concrete Sidewalk (6" Thick) over Base Course (4"):	375	S.F.	\$12.00	\$4,500.00
A48	Pedestrian Access Ramp:	3	Each	\$1,659.00	\$4,977.00
A49	Concrete Curb Wall 8" x 18":	360	L.F.	\$49.00	\$17,640.00
A50	Concrete Edge 18" Wide x 18" Tall Playground:	450	L.F.	\$63.00	\$28,350.00
A51	Concrete Playground Ramp:	3	Each	\$1,843.00	\$4,529.00
A52	Concrete Wall and Plinth:	1	L.S.	\$15,530.00	\$15,530.00
A53	Concrete Edge 12" Wide x 6" Deep:	116	L.F.	\$53.00	\$6,148.00
A54	Traffic Signs (Stop and ADA):	3	Each	\$712.00	\$2,136.00
A55	Park Rules Sign:	1	Each	\$2,740.00	\$2,740.00
A56	Pavement Markings:	1	L.S.	\$392.00	\$392.00
A57	Water Feature:	1	L.S.	\$70,460.00	\$70,460.00
A58	Playground Surfacing – Engineered Wood Fiber:	1	L.S.	\$6,300.00	\$6,300.00
A59	Playground Surfacing – Sand:	1	L.S.	\$2,396.00	\$2,396.00
A60	Mulch – Wood Bark 4" Deep:	1	L.S.	\$26,370.00	\$36,730.00
A61	Seeded Mat:	1	L.S.	\$2,721.00	\$2,721.00
A62	Irrigation System:	1	L.S.	\$50,340.00	\$50,340.00
A63	Sod:	1	L.S.	\$15,790.00	\$15,790.00
A64	Tree – 2" Caliper:	27	Each	\$568.00	\$15,336.00
A65	Tree – 6' Tall:	7	Each	\$379.00	\$2,653.00
A66	Shrub – 1 Gallon:	193	Each	\$22.00	\$4,246.00
A67	Shrub – 2 Gallon:	32	Each	\$30.00	\$960.00
A68	Shrub – 5 Gallon:	101	Each	\$47.00	\$4,747.00
A69	Boulder – Small:	12	Each	\$166.00	\$1,992.00
A70	Boulder – Medium:	19	Each	\$237.00	\$4,503.00
A71	Boulder – Large:	10	Each	\$266.00	\$2,660.00
A72	Wood Log – Small:	2	Each	\$184.00	\$368.00
A73	Wood Log – Medium:	3	Each	\$142.00	\$426.00
A74	Wood Log – Large:	2	Each	\$196.00	\$392.00
A75	Wood Log – Extra Large:	1	Each	\$344.00	\$344.00

<b>TOTAL OF SCHEDULE A:</b>					<b>\$858,714.00</b>
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**SCHEDULE B - ALTERNATES:**

B1	Picnic Shelter (16x16):	2	L.S.	\$48,800.00	\$97,600.00
B2	Bench 6' – w/Back:	4	Each	\$4,883.00	\$19,532.00
B3	Picnic Table ADA 6':	2	Each	\$9,537.00	\$19,074.00
B4	Litter Receptacle:	4	Each	\$3,169.00	\$12,676.00
B5	Bike Rack:	3	Each	\$1,317.00	\$3,951.00
B6	Playground Equipment:	1	L.S.	\$251,800.00	\$251,800.00
B7	Playground Shade Sails:	1	L.S.	\$77,680.00	\$77,680.00
<b>TOTAL OF SCHEDULE B:</b>					<b>\$482,313.00</b>

<b>TOTAL OF SCHEDULES A &amp; B:</b>					<b>\$1,341,027.00</b>
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**TOTAL OF ALL UNIT ONE MILLION THREE HUNDRED FORTY-ONE THOUSAND TWENTY-SEVEN DOLLARS AND 00/100 (\$1,341,027.00)**

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 15<sup>th</sup> 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. Engineering General Conditions noted as EJCDC No. 1910-8 (1996 Edition);
  6. Supplementary Conditions;
  7. Federal Labor Standard Provisions (Culinary Water Replace Portion Only);
  8. Specifications as listed in the table of contents of the Project Manual;
  9. Bid Form;
  10. Drawings as listed in the table of contents of the Project Manual;
  11. Addenda Nos. 1, 2, and 3;
  12. Exhibits this Agreements;
    1. Notice to Proceed;
    2. CONTRACTOR's Bid;
    3. Documentation submitted by the CONTRACTOR prior to the Notice of Award;
  13. 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 (1996 Edition)).

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

HOGAN & ASSOCIATES CONSTRUCTION, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

SEAL] [CORPORATE SEAL]

[CORPORATE

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: \_\_\_\_\_