



MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: September 21, 2021 City Council Meeting

WORK SESSION

- ***Nature Park Development Plans*** – One of the Projects in the City’s Strategic Plan related to, “Increasing resident satisfaction rating of the City parks by 10 percent,” (see Strategic Plan 3.3) is to, “Review the Nature Park development and improvement plan...and discuss next steps,” (see Section 3.3.4). This work session will be dedicated to reviewing and discussing the Nature Park. Staff was unable to find any specific development plans. We were able to find a conceptual plan that was created when the park was initially being designed. A copy of the concept plan has been included in your packet.

DISCUSSION/ACTION ITEMS

- ***Resolution 21-29 – Approving a Lease Finance Agreement with Zions Bank.*** This resolution approves the City’s Lease Agreement with Zions Bank for the FY2022 equipment lease. The total amount of the lease is \$865,000. This is a 5 year lease with an interest rate of 1.46 percent. The city’s annual payment will be \$180,651. Total interest over the life of the lease is \$38,253.06. Equipment to be purchased with this lease includes:
 - Police
 - Ford Ranger
 - F-150 F
 - Ford Escape
 - Fire
 - Extraction Equipment
 - Streets
 - F-150 (2)
 - Street Sweeper
 - Mini Excavator (shared with other Depts.)
 - Water
 - F-150
 - F-550
 - Storm Sewer

- F-150
 - F-550
 - Garbage
 - Roll-off bed
- ***Resolution 21-30 – Approving an agreement with LaRose Paving for asphalt repair of Public Works and Friendship Park parking lot.*** Staff recommends council approval of this contract. LaRose Paving has been determined to be the lowest, qualified bidder for a small asphalt project. The project will entail a patch repair in the Public Works yard where the state fuel pump was removed earlier this summer. Additionally, this project will fix a bad section of asphalt in the Friendship Park parking lot. The total cost of the contract is for \$7,745 and will come out of the Street’ budget.
- ***Ordinance 21-10 – Adopting a Storm Water Capital Facilities and Impact Fee Study and amending the Consolidated Fee Schedule.*** This plan was last updated in 2013. Capital Facilities Plans should typically be updated every 6-8 years, depending on the growth of the city. This plan looks at the storm water management needs throughout the city, identifies areas most prone to flooding and identifies needed projects to maintain and improve the system over the next 10 years. In addition to the Capital Facilities Plan, this study also includes an Impact Fee Analysis. This analysis identifies the portion of each applicable project that can be attributed to growth and how an impact fee should be calculated. From these studies the City’s Public Works Department will plan needed projects, recommend necessary rate adjustments to fund the projects, charge required storm drain fees - including impact fees when building permits are secured, etc. Based on the study, the recommended impact fees should be increased to \$2,151.30 from \$1,500 for single-family residences and to \$0.71/sq. ft. from \$0.65/sq. ft. for multi-family residences. A representative from Wasatch Civil Engineering will be in attendance to answer any questions you may have about this resolution.
- ***Ordinance 21-11 – Amending various sections of the South Ogden City code having to do with zoning, regulation of weeds and noticing requirements.*** This item was on the council’s discussion agenda on September 7, 2021. Ordinance 21-11 makes amendments to various sections of the city code based on state legislative changes and amendments recommended by staff. Amendments include: allowing and regulating ADU’s, amending code related to design elements for single-family and duplex yard buildings, adding definitions and amending regulations related to swimming pools, sports courts, etc. and makes changes to the posting requirements for adopted ordinances. Staff recommends approval of Ordinance 21-11.
- ***Discussion/Direction on Police Officer Salary Adjustments.*** Several weeks ago, many of the police departments in Salt Lake County increased the starting wage for police officers to an incredible \$27.00/hr. As you can imagine, this started a ripple effect to Davis County agencies and is now creeping into Weber County. In response, Riverdale City and Weber County (<https://www3.co.weber.ut.us/video/wcannouncement.mp4>) just increased their pay to try and remain competitive. This recommendation is consistent with the City’s pay philosophy – to remain competitive in comparison to Riverdale and the local market. Riverdale just implemented pay increases for their

police officers and sergeants. Chief Parke has worked with Doug Gailey in preparing these recommendations.

The recommended adjustments include bumping all police officers up three steps in the pay scale and sergeants up two steps. The total budget impact is approximately \$135,000 (\$101,250 for the remaining fiscal year) annually and will affect 17 employees. We are confident that these adjustments are responsible, given what is happening in the market, and necessary to be able to retain our officers and, when necessary, be able to recruit new ones. If the council supports these increases, they will be effective beginning with the next pay period. Adjustments to the budget to incorporate these adjustments will be made in a future budget amendment.

- ***Discussion/Direction on American Recovery Program Act Money (ARPA).*** Finance Director, Steve Liebersbach, will facilitate a discussion related to the ARPA funds that the city received. Staff will be looking for Council direction in how the Council would like to reprogram monies that will become available for re-allocation as a result of the City receiving ARPA monies. It is important to keep in mind the one-time nature of these funds. As such, it will be important to use these funds for one-time uses (i.e. projects, equipment, etc.).



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

TUESDAY, SEPTEMBER 21, 2021

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 21, 2021. 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. The meeting will also be streamed live over www.facebook.com/southogdencity.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

II. REVIEW OF AGENDA

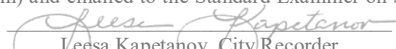
III. DISCUSSION ITEMS

A. Nature Park Development Plans

IV. ADJOURN

Posted to the State of Utah Website September 17, 2021

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 September 17, 2021. 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.

South Ogden Park

CONCEPT PLAN

Prepared for:
South Ogden City
200 West Street
South Ogden, Utah 84403

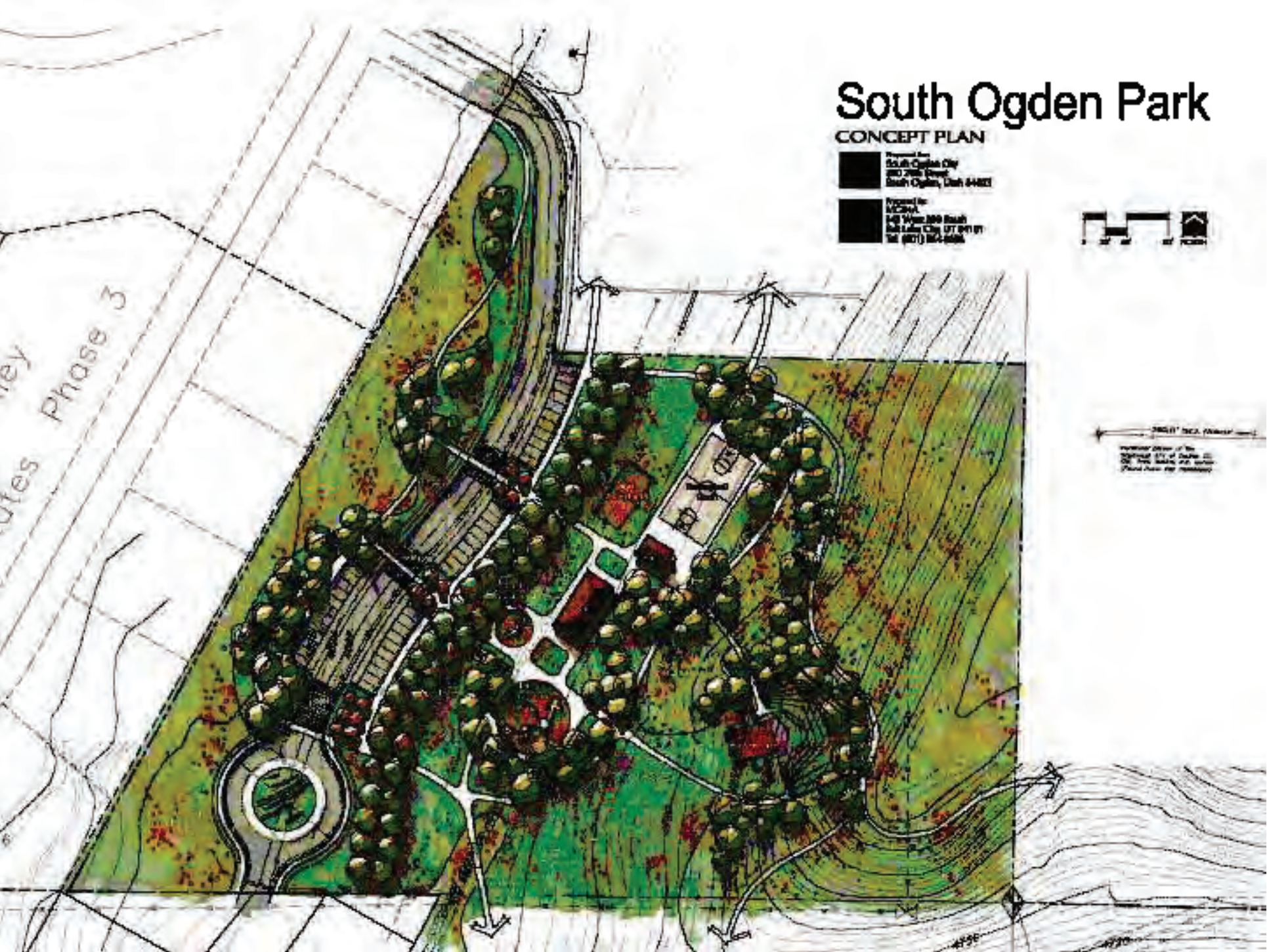
Prepared by:
MCMMA
140 West 200 South
Salt Lake City, UT 84111
Tel: (801) 524-2666

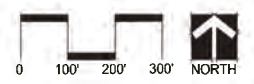


PROJECT AREA (Approximate)

Horizontal distance of the
original site of South Ogden
City from the site of the
present city hall building

...ey
...ates Phase 3





Preliminary Site Design South Ogden Park

Source: Consulting Inc.
200 S. 700 East, Ste 200
Salt Lake City, UT 84143-2040
Phone: (801) 521-0000
Fax: (801) 208-1071
www.stanec.com



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 21, 2021

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, September 21, 2021. 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, wearing of masks, and number of people allowed to gather in one place. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over www.facebook.com/southogdencity.

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. CONSENT AGENDA

- A. Approval of September 7, 2021 Minutes

V. PUBLIC HEARING

To Receive and Consider Comments on the Following Items:

- A. Proposed Storm Water Capital Facilities Plan and Impact Fee Study
- B. Proposed Changes to Title 1, Section 5 of the South Ogden City Code Having to Do With Posting Requirements for Ordinances

VI. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 21-29** – Approving a Lease/Purchase Finance Agreement with Zions Bank
- B. Consideration of **Resolution 21-30** – Approving an Agreement With LaRose Paving for Asphalt Repair of Public Works and Friendship Park Parking Lot
- C. Consideration of **Ordinance 21-10** – Adopting a Storm Water Capital Facilities and Impact Fee Study and Amending the Consolidated Fee Schedule Accordingly
- D. Consideration of **Ordinance 21-11** – Amending Various Sections of the South Ogden City Code Having to Do With Accessory Dwelling Units, Swimming Pools, Accessory Buildings, Definitions, and Noticing Requirements for Ordinances
- E. Discussion/Direction on Police Officer Salary Adjustments
- F. Discussion/Direction on American Recovery Program Act Money


VII. REPORTS/DIRECTION TO CITY MANAGER

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

VIII. ADJOURN

Posted to the State of Utah Website September 17, 2021

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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 7, 2021

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, Mike Howard, and Jeanette Smyth

COUNCIL MEMBERS EXCUSED

Susan Stewart

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Police Lieutenant Dwight Ruth, Fire Chief Cameron West, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

OTHERS PRESENT

Benj Becker, Tyler Partridge

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.com/document_center/Sound%20Files/2021/CC210907_1703.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- Mayor Porter called the work session to order at 5:04 pm and entertained a motion to open the meeting 00:00:00

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

37 **II. REVIEW OF AGENDA**

- 38 • There were no requests to review the agenda
- 39
- 40
- 41

42 **III. DISCUSSION ITEMS**

43 **A. Report/Discussion on South Ogden Days**

- 44 • Communications and Events Specialist Jamie Healy showed a short video of
- 45 South Ogden Days and then discussed the event with the Council

46 00:00:58

47 **B. Update on Strategic Plan**

- 48 • City Manager Dixon reviewed the Strategic Plan
- 49
- 50
- 51
- 52

00:39:22

53 **IV. ADJOURN**

- 54 • Mayor Porter called for a motion to adjourn the work session

55 00:51:44

56

57 **Council Member Howard so moved, followed by a second from Council Member Smyth. All**

58 **present voted aye.**

59

60 The work session ended at 5:58 pm.

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Mike Howard, and Jeanette Smyth

COUNCIL MEMBERS EXCUSED

Susan Stewart

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Police Lieutenant Dwight Ruth, Officer Todd Hardman, Fire Chief Cameron West, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

OTHERS PRESENT

Benj Becker, Tyler Partridge

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.com/document_center/Sound%20Files/2021/CC210907_1801.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- At 6:02 pm, Mayor Porter called the meeting to order and asked for a motion to begin
00:00:17

Council Member Smyth so moved. The motion was seconded by Council Member Strate. In a voice vote, Council Members Orr, Strate, 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 Howard led everyone in the Pledge of Allegiance.

103

104 **II. PUBLIC COMMENTS**

105 • There were no comments from those present at the meeting. The mayor left public
106 comment open until 6:10 pm for those online

107

108 • Mayor Porter indicated that he would like to skip to item VII on the agenda so those
109 presenting would not have to wait so long. There were no objections from the Council.

110 00:01:42

111

112

113 **VII. RECESS INTO COMMUNITY DEVELOPMENT RENEWAL AGENCY BOARD MEETING**

114 • At 6:04 pm, the mayor called for a motion

115 00:02:03

116

117 **Council Member Howard moved to recess into a Community Development and Renewal**
118 **Agency Board Meeting, followed by a second from Council Member Smyth. The voice**
119 **vote was unanimous in favor of the motion.**

120

121 • See separate minutes.

122

123

124 **VIII. RECONVENE CITY COUNCIL MEETING**

125 Motion from CDRA Board meeting: 00:51:40

126

127 **Board Member Howard moved to adjourn the CDRA Board meeting and reconvene as the South**
128 **Ogden City Council. The motion was seconded by Board Member Strate. All present voted**
129 **aye.**

130

131 City Council meeting reconvened at 6:54 pm.

132

133

134

135 **III. RESPONSE TO PUBLIC COMMENT**

136 Mayor Porter asked if any online comments had been made. There were no comments.

137 00:51:54

138

139

140 **V. CONSENT AGENDA**

141 A. Approval of August 17, 2021 Council Minutes

142 B. Set Date for Public Hearing (September 21, 2021 at 6 pm or as soon as the agenda permits) to
143 Receive and Consider Comments on the Proposed Storm Water Capital Facilities Plan and
144 Impact Fee Study

145

- The mayor read the consent agenda and asked if there were any comments; seeing none, he entertained a motion to approve the consent agenda

00:51:59

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

VI. DISCUSSION/ACTION ITEMS

A. Consideration of Resolution 21-28 – Approving an Agreement with the WFFL for the 2021 Football Season

- Staff Overview 00:52:28
- Discussion 00:53:52
- Motion 00:54:26

Council Member Strate moved to adopt Resolution 21-28, approving an agreement with WFFL for the 2021 football season. Council Member Howard seconded the motion. The mayor asked if there was further discussion, and seeing none, he called the vote:

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

Resolution 21-28 was adopted.

B. Discussion on Trail Maintenance

- Staff Overview 00:54:45
Parks and Public Works Director Jon Anderson gave a handout to the Council See Attachment A.
- Discussion 00:58:54
- The Council directed Mr. Andersen to obtain three bids to asphalt the trails so they could see what the actual cost would be
01:24:24

VIII. DISCUSSION ITEMS

A. Code Enforcement Review/Update

- Staff Overview 01:24:40
Code Enforcement Officer Todd Hardman gave the overview
- Discussion 01:28:46

B. Review of Forwarded Recommendations From Planning Commission on Proposed Changes to Land Use Codes

- Staff Overview 01:41:08
- Discussion 01:42:28

C. Review of Proposed Changes to City Code Concerning Posting of Ordinances

- Staff Overview 01:52:35
- Discussion 01:55:10

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

A. City Council Members

- Council Member Orr - 02:02:18
- Council Member Strate - nothing to report
- Council Member Howard - 02:04:09
- Council Member Smyth - 02:05:01

B. City Manager 02:05:31

C. Mayor Porter 02:12:07

X. **ADJOURN**

- At 8:18 pm, Mayor Porter called for a motion to adjourn city council meeting

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

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 7, 2021.


Kapetanov, City Recorder

Date Approved by the City Council Leesa

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ATTACHMENT A

Handout Concerning Trail Maintenance

Parks Trails Project Proposal

<u>Park</u>	Full Rebuild Cost	Maintenance Cost
Friendship Park	\$62,120	\$11,205
Glasmann Park	\$52,412	\$9,454
Nature Park	\$200,919	\$36,241
Burch Creek Park	\$62,370	\$11,500
Total:	\$377,821	\$68,400

*These costs are estimated and are subject to change.

*These costs do not include any additional equipment rental or mobilization fees.

Full Rebuild: Pulverize existing, reuse to make new base for 3" thick trail.

* Better Asphalt mix. More flex and durability.

*Makes trail able to handle heavy snow removal equipment.

Maintenance: City crew to crackseal and spot repair, followed by seal coat.

*Mastic type durable seal coat material.

*This method does NOT make trail able to handle heavy snow removal equipment.

Visual Presentation by Dr. Courtney Flint

STAFF REPORT



SUBJECT: FY 2022 Zions Fleet/Equipment Lease
AUTHOR: Steve Liebersbach
DEPARTMENT: Finance
DATE: 9/21/2021

RECOMMENDATION

Staff recommends that council approve the lease agreement

BACKGROUND

This item was incorporated in the FY 2022 budget. It is a lease financing agreement with Zions Public Finance for the purchase of various vehicles & equipment needed by the City. It is a 5 year lease in which we will close on 10/14/2021 and the annual payment of \$180,650.51 will be due for the next 5 years on that anniversary date.

ANALYSIS

SIGNIFICANT IMPACTS

The total lease financing amount is \$865,000 with annual payments of \$180,650.51 coming from a combination of the general fund and enterprise funds.

ATTACHMENTS

See Lease/Purchase Agreement Attached to Resolution

Resolution No. 21-29

A RESOLUTION APPROVING THE FORM OF THE LEASE/PURCHASE AGREEMENT WITH ZIONS BANCORPORATION, N.A., SALT LAKE CITY, UTAH AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.

SECTION I - RECITALS

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 certain Vehicle Lease needs within the city; and,

WHEREAS, The City Council of South Ogden City has determined that the leasing of the property described in the Lease/Purchase Agreement presented at this meeting is for a valid public purpose and is essential to the operations of the City; and

WHEREAS, the City Council has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the City; and

WHEREAS, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

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

SECTION II- CONTRACT AUTHORIZED

That The "Agreement" For The Lease/Purchase of Vehicles, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted For The Provision Of Financing and Other Services From Zions Bancorporation, NA; 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 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 21st day of September 2021, 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 21st day of September 2021.

SOUTH OGDEN CITY

Russell Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 21-29

A Resolution Approving The Form Of The Lease/Purchase Agreement With Zions Bancorporation, N.A., Salt Lake City, Utah And Authorizing The Execution And Delivery Thereof.

21 Sept 21

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: South Ogden City
Address: 3950 South Adams Avenue, Suite 1
City, State Zip: South Ogden, UT 84403
Attention: Steve Liebersbach
Public Finance Office:
County: Weber
Amount: 865,000.00
Rate: 1.46
Maturity Date: October 14, 2026
First Pmt Date: October 14, 2022
Payment Dates: October 14
Auto Extend: 5
Governing Body: City Council
Resolution Date: September, 2021
Dated Date: October, 2021
Day: 14th
State: Utah

\$865,000.00
South Ogden City
Lease Purchase Agreement

1. Lease/Purchases Agreement of the South Ogden City
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Exhibit G. Escrow Agreement
9. Form 8038-G
10. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of October 14, 2021

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

SOUTH OGDEN CITY,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of October 14, 2021, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank"), and South Ogden City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

WITNESSETH:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Acquisition Amount" means \$865,000.00 and is the amount represented by Lessee to be sufficient to acquire the Leased Property and pay any ancillary costs associated therewith.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means the Escrow Agreement dated October 14, 2021 executed by Lessee, Bank and the Escrow Agent, pursuant to which the Escrow Account is established and administered. A copy of the Escrow Agreement shall be found in Exhibit G.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E, F, and G attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an “Obligation Instrument”), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank’s interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies, and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the

Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not

expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

(A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

(B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E, F, and G hereto.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, which is also the date on which the Acquisition Amount is deposited with the Escrow Agent, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E, F, and G attached hereto, and continue until the end of the fiscal year of Lessee in effect at the

Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on October 14, 2026, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the “Lease Payment Date”).

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased

Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to:

(i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is

delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might

arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to non-appropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;
- (b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and
- (c) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease, the Security Documents (defined in Section 9.3), the Escrow Agreement or as a secured party in any or all of the Leased Property or the Escrow Account hereunder.
- (d) terminate the Escrow Agreement and apply the proceeds in the Escrow Account to the Lease Payments due hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property

by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

South Ogden City
3950 South Adams Avenue, Suite 1
South Ogden, UT 84403
Attention: Steve Liebersbach

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property and any moneys and investments held from time to time in the Escrow Account to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The

Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only, and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages, or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By _____
Authorized Officer

SOUTH OGDEN CITY, as Lessee

By: _____
Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of one and forty-six hundredths percent (1.46 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

Vehicles for Police and Utility Departments

Ford Ranger -	\$46,800
Ford Escape XLT -	\$31,452
F-150 -	\$34,000
F-150 super crew -	\$38,000
Elgin street sweeper -	\$320,000
F-150 -	\$34,700
F-150 -	\$34,000
F-550 box w/trailer -	\$108,750
F-150 -	\$34,000
F-550 w/plow -	\$76,350
Roll-off bed -	\$28,000
Mini excavator -	\$77,948
Escrow Fee	1,000
Total	\$865,000

EXHIBIT C

RESOLUTION OF GOVERNING BODY

Resolution No. 21-29

**A RESOLUTION APPROVING THE FORM OF THE LEASE/PURCHASE AGREEMENT
WITH ZIONS BANCORPORATION, N.A., SALT LAKE CITY, UTAH AND
AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.**

SECTION I - RECITALS

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 certain Vehicle Lease needs within the city; and,

WHEREAS, The City Council of South Ogden City has determined that the leasing of the property described in the Lease/Purchase Agreement presented at this meeting is for a valid public purpose and is essential to the operations of the City; and

WHEREAS, the City Council has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the City; and

WHEREAS, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

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

SECTION II- CONTRACT AUTHORIZED

That The "Agreement" For The Lease/Purchase of Vehicles, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted For The Provision Of Financing and Other Services From Zions Bancorporation, NA; 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 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 21st day of September 2021, 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 21st day of September 2021.

SOUTH OGDEN CITY

Russell Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 21-29

A Resolution Approving The Form Of The Lease/Purchase Agreement With Zions Bancorporation, N.A., Salt Lake City, Utah And Authorizing The Execution And Delivery Thereof.

21 Sept 21

STATE OF UTAH

)

) ss.

COUNTY OF WEBER

)

I, _____ hereby certify that I am the duly qualified and acting
_____ of South Ogden City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on September 21, 2021, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2021.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, 2021.

By _____

Print Name _____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for South Ogden City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 14th day of October, 2021, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated October 14, 2021 , (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The vehicle identification number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

SOUTH OGDEN CITY

By: _____
(Authorized Signature)

Date: _____

EXHIBIT G

ESCROW AGREEMENT

FORM OF ESCROW AGREEMENT

This Escrow Agreement (this “Agreement”) dated October 14, 2021, by and among ZIONS BANCORPORATION, N.A., a national banking association (hereinafter referred to as “Lessor”), SOUTH OGDEN CITY, a body politic and corporate of the State of Utah (hereinafter referred to as “Lessee”), and ZIONS BANCORPORATION, National Association (hereinafter referred to as “Escrow Agent”).

Reference is made to that certain Lease/Purchase Agreement, dated October 14, 2021, between Lessor and Lessee (hereinafter referred to as the “Lease”), covering the acquisition and lease of certain Leased Property described therein (the “Leased Property”). It is a requirement of the Lease that the Acquisition Amount be deposited with the Escrow Agent hereunder for the purpose of providing a mechanism for the application of such amounts to the payment of Leased Property costs.

The parties agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created a special trust fund to be known as the “South Ogden City Escrow Account” (the “Escrow Account”) to be held in trust by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof. On the date hereof, from proceeds of the Lease, Lessor has caused the amount of \$865,000.00 to be transferred to Escrow Agent for deposit into the Escrow Account.

(b) The Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Account in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account and is not a trustee or a fiduciary to Lessee. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, “Qualified Investments” means any investments which meet the requirements of the investment of public funds by Lessee in accordance with applicable Utah law and any applicable policy that the governing body of the Lessee has adopted with respect to the investment of public funds.

(c) Lessee covenants that all investments of amounts deposited in the Escrow Account or other fund containing gross proceeds of the Lease will be acquired, disposed of and valued at the fair market value thereof. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”) will be valued at their present value. Terms used in this subsection (c) shall have the meanings given them in the applicable provisions of the Code.

(d) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (e) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Leased Property. Any moneys remaining in the Escrow Account on or after the date on which Lessee executes the Delivery and Acceptance Certificate shall be applied as provided in Section 4 hereof.

(e) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account (including delivery to Lessor by Lessee of an executed Delivery and Acceptance Certificate contained in the Lease), or (ii) written notice given by Lessor of the occurrence of a default or non-appropriation of the Lease.

(f) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(g) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys’ fees and the cost of defending any action, suit or proceeding or resisting any claim.

(h) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys’ fees, in connection with such civil action, and shall be fully

protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(i) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(j) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for extraordinary administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(k) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 90 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(l) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no fiduciary or implied duties, responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Leased Property, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Leased Property are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Leased Property, and the operation and maintenance thereof.

(b) Authorized Escrow Account Disbursements. Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the Leased Property Costs and any delivery costs.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and

the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by Matthew J. Dixon (including his successors or anyone whom he or his successors may appoint to sign) of Lessee (an "Authorized Representative") and by Kirsi Hansen or her designees of Lessor, and shall be subject to the following:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

(i)(A) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Leased Property identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof);

(B) the Leased Property relating to such obligation has been delivered, installed, is operating in a manner consistent with the manufacturer's intended use and has been inspected and finally accepted for all purposes by Lessee, and (C) Lessee has conducted such inspection and/or testing of the Leased Property relating to such obligation as it deems necessary and appropriate in order to determine the Leased Property's capability and functionality in order to accept such Leased Property; (ii) the Lessee has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee);

(iv) the Leased Property is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default) has occurred and is continuing and (vi) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date thereof; and

2. Delivery to Lessor of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement); bills of sale (if title to such Leased Property has passed to Lessee); a description, and serial and/or VIN number for each item and any additional documentation reasonably requested by Lessor;

3. Deposit to Escrow Account. Upon execution of the Lease and the satisfaction of any conditions specified in the Lease or otherwise, Lessor will cause the Acquisition Amount of \$865,000.00 to be deposited into the Escrow Account. Lessee agrees to pay any costs with respect to the Leased Property in excess of amounts available therefor in the Escrow Account and to pay delivery costs in excess of amounts available therefor in the Escrow Account; provided, however, that any amount required for either such purpose shall be payable solely from moneys that have been appropriated by Lessee for such purpose.

4. Excessive Escrow Account. Any funds remaining in the Escrow Account on or after the date on which Lessee executes the Delivery and Acceptance Certificate, or upon a

termination of the Escrow Account as otherwise provided herein, shall be delivered by the Escrow Agent to Lessor, and Lessor shall apply such funds to amounts owed under the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Uniform Commercial Code of the State of Utah ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Escrow Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent

of Lessor, allow Lessee to withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 9 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Fee Schedule; Initial Fee. \$1,000.00 annually.

9. Miscellaneous.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by

all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to Lessor: ZIONS BANCORPORATION, N.A.
 1 South Main Street 17th Floor Salt
 Lake City, UT 84133
 Attn: Jon Dunfield, Vice President

If to Lessee: SOUTH OGDEN CITY
 3950 South Adams Avenue, Suite 1
 South Ogden, UT 84403
 Attn: Matthew J. Dixon

If to Escrow Agent: ZIONS BANCORPORATION, National Association
 Corporate Trust Department
 1 South Main Street
 Salt Lake City, UT 84133
 Attn: Carl Mathis, Vice President

In Witness Whereof, the parties have executed this Escrow Agreement as of the date first above written.

ZIONS BANCORPORATION, N.A.
as Lessor

SOUTH OGDEN CITY
as Lessee

By: _____ By: _____
 _____, Vice President Matthew J. Dixon

ZIONS BANCORPORATION, National Association as
Escrow Agent

By: _____
 Carl Mathis, Vice President

SCHEDULE 1

TO THE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST

Re: Lease/Purchase Agreement, dated October 14, 2021 (the "*Lease*"), between ZIONS BANCORPORATION, N.A., as Lessor, and SOUTH OGDEN CITY, as Lessee (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated October 14, 2021 (the "*Escrow Agreement*") by and among ZIONS BANCORPORATION, N.A., a national banking association ("*Lessor*"), SOUTH OGDEN CITY ("*Lessee*") and ZIONS BANCORPORATION, National Association (the "*Escrow Agent*"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

PAYEE'S NAME AND ADDRESS	INVOICE NUMBER	DOLLAR AMOUNT	PURPOSE (INCLUDE SERIAL AND/OR VIN NUMBER)

The undersigned hereby certifies as follows:

(i) The date on which "acceptance" occurred with respect to the portion of the Leased Property for which disbursement is hereby requested is _____, and such portion of Leased Property is hereby accepted by Lessee for all purposes of the Lease.

(ii) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Escrow Account for costs relating to the Leased Property identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Leased Property relating to such obligation has been delivered, installed, is operating in a manner consistent with the manufacturer's intended use and has been inspected and finally accepted for all purposes by Lessee. Lessee has conducted such inspection and/or testing of the Leased Property relating to such obligation as it deems necessary and appropriate in order to determine the

Leased Property's capability and functionality in order to accept such Leased Property. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Leased Property is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) No Material Adverse Change in Lessee's financial condition has occurred since the date of the execution of the Lease.

(ix) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

Dated: _____

By: _____
Authorized Representative

Disbursement of funds from the Escrow Account
in accordance with the foregoing Disbursement
Request hereby is authorized

ZIONS BANCORPORATION, N.A.,
as Lessor under the Lease

By: _____
Name: _____
Title: _____

STAFF REPORT



SUBJECT: Asphalt Repair P.W. Shop & Friendship Parking Lot
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 9-21-21

RECOMMENDATION

City Staff is recommending the approval of the bid to LaRose Paving Inc. for the asphalt repair at the P.W. Shop & Friendship Parking Lot. The bid process was completed by contacting local qualified vendors that have completed work of this type for South Ogden City in the past, LaRose Paving was the lowest qualified bidder. LaRose Paving has completed work for South Ogden in the past and has done a good job.

BACKGROUND

When the gas pumps were removed this year a big void in the P. W. shop was left behind with just road base. The P.W. shop area needs to be repaired before the winter arrives. We have been waiting for all of the test results to come back before the repair could be made. The fuel site has been cleared of any environmental issues so the City can now repair the spot where the fuel tanks were removed. With the contractor being so close to Friendship Park it was decided to have the same contractor repair the badly deteriorated portion of the parking lot which will save a mobilization fee at a later date.

ANALYSIS

The two locations were bid a little differently due to the type of area they are located in. This type of work is sometimes hard to have a qualified contractor bid but it does need to be completed. The work will be completed this fall and should only take a day or two. City staff will have a spot repair bid for various locations throughout the City coming in the next few weeks to address more of the roads.

SIGNIFICANT IMPACTS

Contractor	Total
LaRose Paving	\$7,745.00
Consolidated Paving	No Response
Post	\$16,411.00

ATTACHMENTS

Bid Documents

Josh Sully

From: Jason Brennan
Sent: Tuesday, September 7, 2021 9:36 AM
To: Josh Sully
Subject: FW: South Ogden City Patching

From: Mike LaRose <mike.larosepaving@outlook.com>
Sent: Tuesday, August 31, 2021 12:44 PM
To: Jason Brennan <jbrennan@southogdencity.gov>
Subject: RE: South Ogden City Patching

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

- Patch area #1
- Excavate, grade and compact existing base gravel, material to remain onsite.
- Tack coat all vertical edges.
- Furnish, place and compact 4" asphalt pavement, 48/SF Total \$400.00
- Patch area #2
- Excavate, grade and compact existing base gravel, material to remain onsite.
- Tack coat all vertical edges.
- Furnish, place and compact 4" asphalt pavement, 2,080/SF @ \$2.50/SF Total \$5,200.00
- Patch area #3
- Sawcut damaged area.
- Excavate, grade and compact existing material, material to be disposed of offsite.
- Furnish, place and compact 3" asphalt pavement, 780/SF @ \$2.75/SF Total \$2,145.00

*Area 2&3 to be measured and billed upon completion.

*All areas to be done in one mobilization.

Let me know if you have any questions.

Thanks,

Mike LaRose

Estimator/Project Manager

LaRose Paving Inc.

Office: 801-675-5309

Cell: 801-564-2146

Mike.LaRosePaving@outlook.com

From: Jason Brennan <jbrennan@southogdencity.gov>
Sent: Tuesday, August 31, 2021 8:52 AM
To: mike.larosepaving@outlook.com

Cc: Shane Douglas <sdouglas@southogdencity.gov>

Subject: South Ogden City Patching

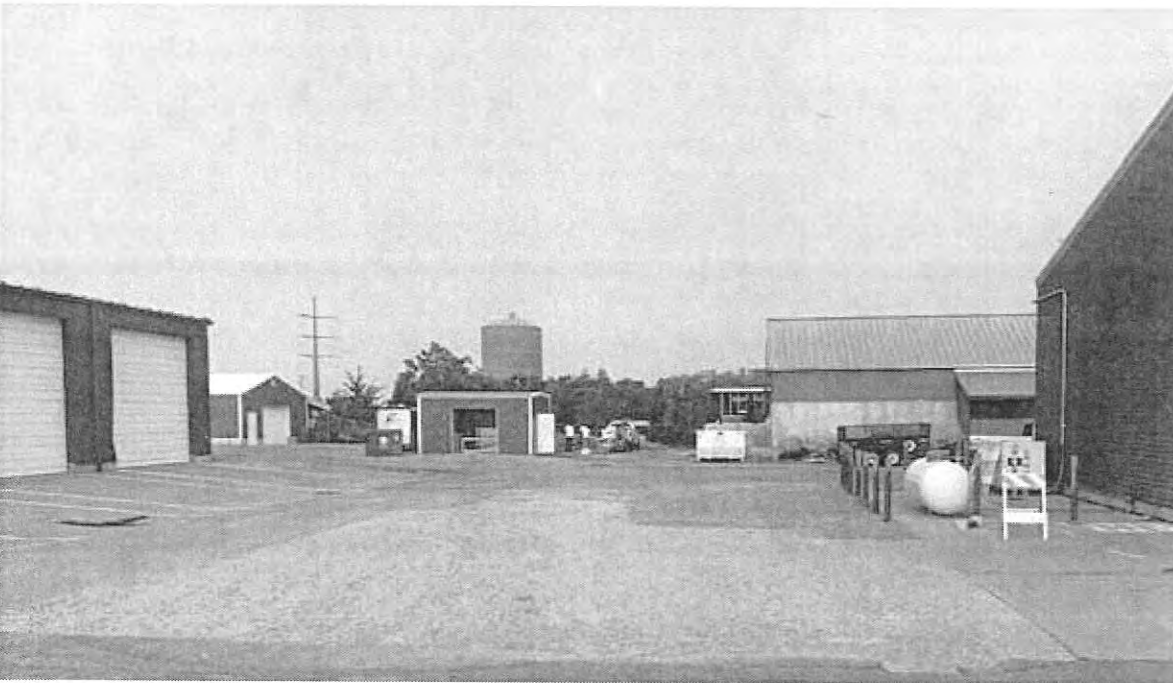
Mike,

Here is the measurements for the patching project. You are welcome to come visit the sites if you would like before the bid still.

1st patch repair



Asphalt 4" thick x 16' long x 3' wide = **48 SqFt**



Asphalt 4" thick x 65' long x 32' wide = **2,080 SqFt**

2nd Patch repair



Asphalt 3" thick x 60' long x 13' wide = 780 SqFt

Please let me know if you need anything further
Jason

****Please update your address book. All South Ogden City email addresses have changed to southogdencity.gov. Any current email address you may have on file will cease to work after June 2021.****

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission.



ASPHALT PAVING & CONSTRUCTION

To: General Contractor	Contact:
Address: Utah, UT USA	Phone:
	Fax:
Project Name: South Ogden Patch Repair 2021	Bid Number:
Project Location: Various Locations, South Ogden, UT	Bid Date: 8/31/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Patch #1					
	Remove And Dispose Of Existing Roadbase 4" Thick, Haul Material Onsite	2,130.00	SF	\$1.10	\$2,343.00
	Fine Grade & Compact Existing Roadbase; Prepare Grade For Asphalt	2,130.00	SF	\$0.70	\$1,491.00
	Furnish Place and Compact 4" of APWA Spec Asphalt	2,130.00	SF	\$3.25	\$6,922.50
Total Price for above Patch #1 Items:					\$10,756.50

Patch #2					
	Remove And Dispose Of Existing Asphalt 3" Thick, Haul Material Offsite	780.00	SF	\$2.25	\$1,755.00
	Fine Grade & Compact Existing Roadbase; Prepare Grade For Asphalt	780.00	SF	\$1.25	\$975.00
	Furnish Place And Compact 3" Of APWA Spec Asphalt	780.00	SF	\$3.75	\$2,925.00
Total Price for above Patch #2 Items:					\$5,655.00

Total Bid Price: \$16,411.50

Notes:

- **Prior to work beginning, this estimate must be signed by the customer and returned to Post Asphalt.**
- Post Construction Company will not guarantee drainage on grades with 1% or less slope or on overlays
- Price does not include permits or survey for quoted items
- Price to be billed based on measurements following job completion.
- Price does not include Traffic Control, Saw Cutting, Compaction Testing or Material Testing

Payment Terms:

Payment terms are net (15) days from the date of each original Invoice. If payment is not received within such thirty days, interest shall be charged on the outstanding principal amount at the rate of two percent per month (twenty-four percent annually), until paid in full. Where legal proceedings are instituted for recovery of all balance's due, Post Asphalt Paving & Construction shall be entitled to recover additional costs incurred, including reasonable attorney's fee. Post Asphalt Paving & Construction is hereby authorized to file a preliminary notice describing the aforesaid Customer Address pursuant to UTAH CODE ANN. 38-1a-501,1953 (as amended).

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Post Construction Company Authorized Signature: _____ Estimator: Jerrod Flink 801-821-3462 jerrod@postasphalt.com
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Resolution No. 21-30

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN
AGREEMENT WITH LAROSE PAVING INC. FOR ASPHALT
REPAIRS, 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 certain asphalt repairs within the city; and,

WHEREAS, the City Council finds that the city staff recommends that the city contract with LaRose Paving Inc. for the installation and completion of asphalt repairs; and,

WHEREAS, the City Council finds that LaRose Paving Inc. has the professional ability to provide for these services to meet the city's needs; and,

WHEREAS, the City Council finds that City now desires to further those ends by contracting with LaRose Paving Inc. to provide such 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**" For The Asphalt Repairs Project, 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 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 21st day of September, 2021, 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 21st day of September, 2021.

SOUTH OGDEN CITY

Russell Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 21-30

Resolution Of South Ogden City Approving An Agreement With Larose Paving Inc. For Asphalt Repairs, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

21 Sept 21

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **LaRose Paving 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:

DESCRIPTION OF WORK: The work consists of contractor providing the labor, materials and equipment to sawcut, remove and replace asphalt at various locations throughout the city.

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:

Asphalt Repair Public Works and Friendship Parking Lot

ARTICLE 3- CONTRACT TIMES

3.01 *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.

3.02 *Dates for Completion and Final Payment:* The Work will be completed within **30 Days** following Notice to Proceed.

3.03 *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 3.02 above, plus any extensions thereof allowed. 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 3.02 for Completion until the Work is accepted.

ARTICLE 4- CONTRACT PRICE

4.01 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>Amount</u>
1	Asphalt patching at public works shop and Friendship Park.	\$7,745.00

TOTAL OF ALL UNIT PRICES Seven Thousand Seven Hundred Forty Five Dollars and no Cents (\$7,745.00).

ARTICLE 5- PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment to OWNER no more than one time per each month.

5.02 *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 5.02(1)(A) and 5.02(1)(B). All such payments will be measured by the schedule of values indicated:

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 OWNER may determine or OWNER may withhold, in accordance with the following:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by the OWNER, and if the character and progress of the Work have been satisfactory, OWNER, 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.

5.03 *Final Payment:* Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price.

ARTICLE 6- INTEREST

6.01 All moneys not paid when due shall bear interest at the rate of 1% per annum.

ARTICLE 7- CONTRACTOR'S REPRESENTATIONS

7.01 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 obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions 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. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8- CONTRACT DOCUMENTS

8.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;

4. Addendum;

5. Exhibits these Agreements;

1. Notice to Proceed;
2. CONTRACTOR's Bid;
3. Documentation submitted by CONTRACTOR prior to Notice of Award;

11. 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).

The documents listed in paragraph 8.01

A. Are attached to this Agreement (except as expressly noted otherwise above).

B. There are no Contract Documents other than those listed above in this Article 8.

C. The Contract Documents may only be amended, modified, or supplemented by OWNER through work change orders or quantity modifications.

ARTICLE 9- MISCELLANEOUS

9.02 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will not 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.

9.03 *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.

9.04 *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.

9.05 *Termination Due To Non-Appropriation:* Owner may terminate this Agreement if any of the following events shall have occurred and Contractor has received, not less than 30 days prior to the end of Owner's then current fiscal year, a written opinion from Owner's counsel verifying the occurrence of these events:

- a) If funds are not budgeted and appropriated in any fiscal year for payments due under this Agreement for the succeeding fiscal year, or for acquiring services, equipment or functions, which in whole or in part are essentially the same as those being obtained, this Agreement shall not obligate the Owner as to such succeeding fiscal year and shall become null and void except as to the payments herein agreed upon for which funds will have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Contractor, its successors and assigns, for any further payments;
- b) If the provisions of Section (a) are utilized by Owner, Owner agrees to immediately notify the Contractor or its assignee of this Agreement that funds were not budgeted and appropriated, and to peacefully surrender possession of the Equipment to Contractor or its assignee.
- c) Owner made all payments due during the fiscal period immediately preceding the fiscal period for which sufficient funds were not appropriated.

Any early termination due to non-appropriation must be at the end of Owners then-current fiscal year.

9.06 Voluntary Termination Either party may, without cause, and upon written notice to the other party, terminate the agreement. The Owner shall pay the Contractor for all services rendered prior to the termination date.

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 _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

LaRose Paving Inc.

By: _____

By: _____

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Address for giving notices:

Address for giving notices:

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Attest _____

STAFF REPORT



SUBJECT: Storm Water Capital Facilities Plan & Impact Fee Study
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 9-21-21

RECOMMENDATION

City staff is recommending that the Mayor & City Council approve the Storm Water Impact Fee Analysis and Capital Facilities Plan.

BACKGROUND

It is recommended that the Capital Facilities plans be reviewed on a 5-10 year basis to make sure all of the projects and impact fees align with the needs of South Ogden City. The plan will help keep the Storm water system working properly during any events that may occur and assist in regular maintenance and new projects to the system. The Capital Facilities Plan and Impact fee plan was last reviewed in November 2013.

ANALYSIS

The Capital Facilities Plan update has been completed over the past few months to include a storm water model analysis for the system. The City engineer completed an impact fee analysis to make sure the fees being collected meet current guidelines. There is also a list of projects that need to be completed in the future which includes a cost estimate in today's dollars. The storm water model was completed to ensure the storm water system can run as efficiently as possible. The model helps City staff maintain, improve, and budget for the storm water enterprise fund. The projects also align with the sustainability plan.

SIGNIFICANT IMPACTS

No impact to the budget

ATTACHMENTS

None

ORDINANCE 21-10

AN ORDINANCE OF SOUTH OGDEN CITY ADOPTING AN UPDATED STORM DRAIN CAPITAL FACILITIES PLAN AND IMPACT FEES ANALYSIS AND ENACTMENT OF NEW IMPACT FEES

SECTION I - RECITALS:

WHEREAS, 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, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City Council finds that in conformance with ,and UCA §10-3-701, 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 Utah Legislature has adopted the Utah Impact Fees Act which imposes various requirements upon South Ogden City concerning a Capital Facilities Plan and Impact Fees Analysis and implementation; and

WHEREAS, the City Council finds that in conformance with UCA 11-36a-301 et. seq., the City Council finds that impact fees imposed within the city must be in conformance with and as supported and justified in need and amount by the City' s Storm Drain Capital Facilities Plan and Impact Fee Analysis; and,

WHEREAS, the City Council finds that by adopting the City’s Storm Drain Capital Facilities Plan and Impact Fee Analysis it in conformance with UCA 11-36a-402(a) and (b); and,

WHEREAS, the City Council finds that in conformance with UCA 11-36a-402(1)(c) and (d), the City is authorized to adjust the standard impact fee at the time the fee is charged to respond to unusual circumstances in specific cases; or a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected; and to ensure that the impact fees are imposed fairly; and that calculation of the amount of the impact fee to be imposed on a particular development may be adjusted based upon studies and data submitted by the developer; and,

WHEREAS, the City Council finds that in conformance with UCA 11-36a-402(2), a developer, including a school district or a charter school, may receive a credit against or proportionate reimbursement of an impact fee if the developer (a) dedicates land for a system improvement; (b) builds and dedicates some or all of a system improvement; or (c) dedicates a public facility that the local political subdivision or private entity and the developer agree will reduce the need for a system improvement; and,

WHEREAS, the City Council finds that in conformance with UCA 11-36a-402(3) the City shall give a credit against impact fees for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities are (a) system improvements; or (b) dedicated to the public; and offset the need for an identified system improvement: and,

WHEREAS, the City Council finds that the City may not impose impact fees that exceed the highest fee justified by the impact fee analysis performed under UCA §11-36a-401(b); and,

WHEREAS, the City Council finds that the City has chosen, in conformance with UCA §11-36a-301 to prepare and adopt an Independent Storm Drain Capital Facilities Plan and Impact Fee Analysis rather than including a capital facilities element in the City's general plan; and,

WHEREAS, the City has given public notice of the availability of the Storm Drain Impact Fee Study for public review and has taken public comment thereon at a duly noticed Public Hearing.

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

SECTION II - STORM DRAIN CAPITAL FACILITIES PLAN AND IMPACT FEE ANALYSIS ADOPTED:

1. That the attached **Storm Drain Capital Facilities Plan & Impact Fee Analysis**, set out as **Attachment “A”**, which is incorporated herein by this reference, be and hereby is adopted by South Ogden City as its current written Storm Drain Impact Fee Analysis and its current Storm Drain Capital Facilities Plan, provided however, that because the Plan is based on projections and assumptions, the City also incorporates a reasonable degree of flexibility into this Plan to modify, substitute, or add to the capital facilities identified in this Plan in response to variations from the projections and assumptions upon which this Plan is based.
2. That a Storm Drain Service Area, which area is described by the geographic boundary of the city of South Ogden, Utah, as constituted and as those boundaries may, from time to time, be lawfully modified, is hereby established.

SECTION III - STORM DRAIN IMPACT FEE ENACTED:

That based on, and in consideration of, the above-listed findings of the City Council and the data contained in the City's Storm Drain Capital Facilities Plan and Impact Fee Analysis, the City Council finds that the Consolidated Fee Schedule should be amended and the following Storm Drain Impact Fees enacted:

Storm Drain Impact	Total Fee
Single Family Residential	\$1,500 <u>2,151.30</u> per Unit
Duplex Residential	\$.65 <u>.71</u> per ft ² impervious area
Multiple Family Residential	\$.65 <u>.71</u> per ft ² impervious area
Commercial	\$.65 <u>.71</u> per ft ² impervious area
Industrial	N/A

SECTION IV - 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 shall not be construed to revive any act, order or resolution, or part, repealed.

SECTION V - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION VI - SAVINGS CLAUSE:

If any provision of this Ordinance 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 Ordinance being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION VII - DATE OF EFFECT:

BE IT FURTHER ORDAINED that this Ordinance, and the adopted Storm Drain Capital Facilities Plan and Impact Fee Analysis, shall become effective 90 days after adoption as required by law.

DATED this 21st day of September, 2021.

SOUTH OGDEN, a municipal corporation

by: _____
Mayor Russell Porter

Attested and recorded:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 21-10

An Ordinance of South Ogden City Adopting an Updated Storm Drain Capital Facilities Plan and Impact Fees Analysis and Enactment of New Impact Fees

21 Sept 21

South Ogden City Corporation

***Storm Drain Capital Facilities Plan & Impact
Fee Analysis (Draft)***

September 2021



WASATCH CIVIL
Consulting Engineering

Storm Drain Capital Facilities Plan & Impact Fee Analysis (Draft)

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SECTION 1

INTRODUCTION

BACKGROUND

South Ogden City owns and operates a system of storm drain facilities. Storm drain facilities collect and control runoff from rainfall and snowmelt. Typical storm drain facilities include gutters, channels, swales, catch basins, pipes, ponds, basins, manholes, and control structures. Proper design and operation of this system requires planning and consideration of the impacts of land development. Urban development increases both the runoff flowrates and volumes. These impacts must be mitigated by using existing capacity within the existing facilities or by constructing new facilities to manage the runoff. It is critical that storm drain facilities be planned and designed to safely manage runoff, protect development, promote public safety, and minimize potential environmental impacts.

Initial planning for South Ogden City storm drain capital facilities began approximately twenty-five years ago with a Storm Drainage Master Plan by Jones and Associates. In 2002, Weber County initiated a study to map and model storm drain facilities within the County. Weber County also proposed design and analysis criteria that they recommended as a standards for all communities within the County. South Ogden City expanded that study to complete a capital facilities plan and that document has been updated periodically. This current study is an update of the 2013 Storm Drain Capital Facilities Plan (CFP).

A capital facilities plan is intended as a general guide rather than a specific design for future improvements. Design of future facilities will require more detailed engineering that is beyond the scope of this study. Some modifications to proposed future projects can be expected as detailed engineering is completed during project design.

PURPOSE

This study is intended to update the 2013 Storm Drain CFP and meet the current requirements, as given in Chapter 11-36a of the Utah Code, for a storm drain system impact fee. The overall goal of the capital facilities plan is to provide the City with planning information necessary for construct and operation of facilities that are efficient and effective for managing storm water. This study was also prepared to meet the requirements for an impact fee capital facilities plan. The specific determinations and analysis required for calculating a permissible impact fee amount are given in Sections 6 and 7 of this study, although the entire report should be considered as a supporting document to the impact fee capital facilities plan and analysis.

The Storm Drain CFP defines areas where the existing storm drain system does not have sufficient capacity, identifies needed storm drain improvements, proposes projects to mitigate current drainage problems, and proposes storm drain facilities with sufficient capacity for future development. Planning future storm drain locations and pipe sizes are important to avoid costly replacement of undersized storm drain facilities.

SCOPE OF WORK

Capital Facilities Plan

1. Define the South Ogden City storm drain system and service area based upon existing storm drainage facilities and established drainage areas.
2. Develop a storm drainage system model and apply the storm drainage criteria for the evaluation and design of future storm drainage facilities.
3. Identify future storm drain capital facilities necessary to accommodate future development in the service area.
4. Prioritize construction of future capital facilities.
5. Identify costs for proposed storm drain system improvements.

Impact Fee Facilities Plan

1. Define service standards.
2. Determine which public improvements required by the capital facilities plan are necessary for the next 10 years.
3. Determine estimated costs for the 10-year projects.

Impact Fee Analysis

1. Evaluate the proportionate share of the costs of impacts on system improvements that are reasonably related to the new development activity.
2. Calculate permissible impact fees.
3. Identify equitable analysis methods for future determination and assessment of impact fees.

DEFINITIONS

10-year storm - The storm event which has a 10% chance of being equaled or exceeded in any given year.

100-year storm - The storm event which has a 1% chance of being equaled or exceeded in any given year.

80th Percentile Storm - The 24-hour precipitation total that is exceeded by 20% of the rainfall events.

Initial storm drainage system - The drainage system which provides conveyance for the storm runoff from minor storm events. The initial drainage system should be designed to

reduce street maintenance, control nuisance flooding, help create an orderly urban system, and provide convenience to residents, while still meeting the criteria of the EPA's Storm Water Phase II mandate.

Low Impact Development - Storm water design systems and practices that mimic natural processes by promoting infiltration and reducing runoff.

Major storm drainage system - The drainage system which provides protection from flooding of homes during a major storm event.

Minor storm event - Storm event which is less than or equal to the 10-year storm.

Major storm event - Generally accepted as the 100-year storm. Typically homes should be protected from flooding in storm events up to a 100-year event.

Retention Basin - An impoundment structure designed to contain all of the runoff from a design storm event. Retention basins usually contain the runoff until it evaporates or infiltrates into the ground.

Detention Basin - An impoundment structure designed to reduce peak runoff flow rates by retaining a portion of the runoff during periods of peak flow and then releasing the runoff at lower flow rates.

Storm Frequency - A measure of the relative risk that the precipitation depth for a particular design storm will be equaled or exceeded in any given year. This risk is usually expressed in years. For example, a storm with a 100-year frequency will have a 1% chance of being equaled or exceeded in a given year.

Storm Duration - The length of time that defines the rainfall depth or intensity for a given frequency.

Design Rainstorm - A rainfall event, defined by storm frequency and storm duration, that is used to design drainage structures or conveyance systems.

HEC HMS - The Flood Hydrograph Package developed by the U.S. Army Corps of Engineers.

ABBREVIATIONS

ac-ft	acre-feet
CFP	capital facilities plan
cfs	cubic feet per second
EPA	United States Environmental Protection Agency
IFA	Impact fee analysis
IFFP	impact fee facilities plan
NOAA	National Oceanic and Atmospheric Administration
NPDES	Nation Pollutant Discharge Elimination System
NRCS	United States Natural Resource Conservation Service
MS4	Municipal Separate Storm Sewer System
SCS	United States Soil Conservation Service (now known as the <i>Natural Resource Conservation Service</i>)
SWMP	Storm Water Management Plan
UDOT	Utah Department of Transportation
yr	year

SECTION 2

SERVICE AREA AND STORM DRAIN SYSTEM

TOPOGRAPHY AND CLIMATE

South Ogden City is located in southeastern Weber County. The City covers an area of approximately 3.7 square miles and is almost completely developed. It is bounded on all sides by adjacent communities. To the east and south is Uintah Highlands, to the west is Washington Terrace and Riverdale, and to the north is Ogden City.

The topography in and around South Ogden City is typical of areas along the foothills of Weber County. The ground has a significant slope from east to west. Along with the general slope to the west, there are numerous localized areas that are steeper or flatter areas as well as drainages and ravines. Soils along the base of the mountains are typically well drained granular soils consisting of silts, sands and gravels. However in South Ogden, there are other areas that consist of finer grained clays and silts. On steeper slopes where coarse grained sediments are underlain by silts and clays, groundwater can become perched and springs can occur. Consequently, groundwater depth can vary depending on the subsurface soils and the topography.

POPULATION AND GROWTH

The South Ogden Area has experienced a slowing rate of growth over the past two decades. The 2010 Census reported a population of 16,532 and an average annual growth rate of 1.2% over the previous 10 years. The 2020 Census reported a population of 17,488 and an average annual rate of change of approximately 0.6% in the previous 10 years. The current population is estimated to be 17,580.

The growth rate for South Ogden City is relatively slow when compared to overall Weber County. Weber County's annual growth rate over the past 10-years is approximately 1.3%. The apparent reason for the slow growth rate in South Ogden City appears to be the lack of vacant land available for new development. It is expected that population growth within the South Ogden City service area will continue at approximately the same rate as the City approaches build-out. Most of the anticipated growth will be "fill-in" developments and re-development, rather than large-scale development projects. For the purposes of this study, an annual growth rate of 0.58% will be used to estimate future service requirements. The City has projected a build-out population of 18,250. However, build-out populations and growth rates can vary greatly due to economic conditions and other factors. The population of the City is likely to increase beyond the projected buildout population as the result of redevelopment and the current trend toward multi-family housing projects. Projections for population growth are presented in Table 2-1.

**TABLE 2-1
POPULATION PROJECTIONS FOR THE STUDY AREA**

Year	Population
2021	17,580
2026	18,100
2031	18,620

SERVICE AREA

South Ogden City's storm drain service area is all of the area within the City's boundaries as shown on Exhibit 2-1. Planned land use within the service area is shown on Exhibit 2-2. South Ogden City's storm drain facilities also receive runoff from tributary areas outside the City boundaries, and the City's storm drains discharge to systems operated by other entities. Tributary areas and discharge areas outside the City's boundaries were considered in the analysis, but have not been included in the service area as it relates to impact fees. The defined service area should not rule out joint projects with neighboring cities for facilities outside South Ogden City.

DRAINAGE PATTERNS AND EXISTING FACILITIES

Service Area Basins

The service area has been divided into six drainage basins as determined by topography, storm drain layout, and the point of discharge. These basins are identified as Basins A - F, on Exhibit 3-1. A brief description of each basin is presented in Table 2-2.

Table 2-2. Drainage Basin Descriptions

Drainage Basin	Basin Description
A	Basin A is located in the southeasterly most corner of the City and consists of approximately 20 acres. It is made up of commercial developments that include on-site detention basins. This sub-basin discharges to the south into Uintah Highlands.

B	Basin B is located in the southeasterly portion of the City and consists of approximately 683 acres. It is made up of both commercial and residential areas. There are several on-site detention basins located within developments however, the majority of the detention in this sub-basin occurs in a series of regional detention basins. The largest of which is located in the South Ogden City Nature Park. Runoff discharged from the Nature Park detention basin then leaves the City and flows through unincorporated Weber County and then into the Weber River.
C	Basin C is the largest of the sub-basins and consists of 1,468 acres tributary to Burch Creek. Burch Creek is a perennial stream that originates in mountains east of the City. Burch Creek runs through the center of the City and is the dominant feature of the South Ogden City drainage topography. Basin C consists almost entirely of residential development. There are a number of small detention basins at various locations throughout the drainage area and one large regional detention basin located on Burch Creek at 4400 South. Burch Creek leaves South Ogden City near Riverdale Road. It then flows (mostly piped) through an area of Riverdale City, then the Union Pacific Railroad yards, and then discharges to the Weber River.
D	Basin D is located in the northeast corner of the City and consists of approximately 93 acres. It is made up of relatively older established residential areas and is generally not detained. This basin discharges to the north into Ogden City storm drain system.
E	Basin E is located along the north boundary of South Ogden City and consists of approximately 140 acres. This basin is a mix of commercial and residential development. Several small detention basins reduce flow rates from the commercial land use areas.
F	Basin F consists of approximately 2.8 acres and is located at the north end of the City between Sub-basins C and E. Runoff from this area flows westerly, where it enters Burch Creek. Burch Creek then flows into Riverdale City, across the Union Pacific Railroad yards, and eventually discharges to the Weber River. There is minimal detention in this sub-basin.

Tributary Areas Outside the Service Area

Burch Creek originates in the mountains east of the City and enters South Ogden City boundaries after crossing beneath Harrison Blvd. The tributary area upstream from South Ogden City is approximately 2,200 acres, with approximately 1,700 acres of National Forest Service property and 500 acres in Ogden City. With a large tributary area, projected and observed flows in Burch Creek are high and can have a significant impact on the storm drain system. In fact, Burch Creek functions as part of the overall storm drain system within South Ogden City.

An additional area of Ogden City, west of Harrison Blvd between 40th Street and 4975 South is tributary to the east side of South Ogden City. Runoff from this area enters the South Ogden storm drain system at several points. Peak flows from most this area are reduced by Ogden City detention basins.

Existing Storm Drain System

The existing storm drain system is generally in good condition. Local and regional detention basins appear to be providing adequate reduction of peak flows for most locations during major storm events. Most of the observed drainage problems are localized problems. Existing facilities are shown in Exhibit 2-3. Some problem areas have been observed and are discussed in the following sections.

DRAINAGE PROBLEMS

The service area has experienced several significant storm events in recent years. These events have included high runoff from the Burch Creek tributary area, and have resulted in localized drainage problems. Most of the significant recent storm events have thunderstorms with high intensity, short duration precipitation. These types of storms are typical for the Wasatch Front, although longer duration, wide-spread precipitation events can also occur. Thunderstorms most often result in localized drainage problems, rather than widespread flooding, and recent observations are consistent with that characteristic. Areas where storm drainage problems have been observed during recent storm events are described in Table 2-3.

Table 2-3. Existing Drainage Problem Areas

Problem No.	Location	Description
1	5775 West and Wasatch Drive	Storm drain pipe surcharges causing localized flooding in the intersection following storm events.
2	Willow Wood Lane and 5875 South	The lack of a storm drain system causes localized flooding during high runoff events and results in ice build up during the winter.
3	Glassman Way Between Chambers Street and Burch Creek	Storm drain pipe surcharges, lifts lids off manholes and causes localized flooding following storm events.
4	36 th Street Between Jefferson Avenue and 675 East	Storm drain pipe surcharges, lifts lids off manholes and causes localized flooding following storm events.
5	40 th Street and Washington Blvd.	Storm drain pipe surcharges resulting in localized flooding. Ongoing problem with sediment and debris in pipes.

6	43 rd Street and Adams Avenue	Storm drain pipe surcharges causing localized flooding in the intersection following storm events.
7	42 nd Street Between 675 East and Adams Ave.	Storm drain pipe surcharges causing localized flooding in the intersection following storm events.
8	5700 South Between 1050 East and the Racquet Club	During storm events, runoff water overtops the north side curb. Water causes localized flooding at the bottom of the hill near the Racquet Club.
9	Near Grant Ave and 38th Street	The existing detention pond is poorly graded and in need of repair
10	Ben Lomond Ave and 875 East	The lack of a storm drain results in excessive runoff in the roadway during storms
11	Madison Ave between 45 th Street and Edgewood Drive	The lack of a storm drain system causes localized flooding during high runoff events and results in ice build up during the winter.
12	Near Washington Blvd. South of Crestwood Drive (1475 East)	Storm drain outlets on both side of the road are causing erosion and flooding problems.

Burch Creek at the Union Pacific Railroad Yards

Ogden City has reported that the culverts that carry Burch Creek through the Union Pacific Railroad yards have not had sufficient capacity to convey runoff from several recent storm events. High flows have overtopped the culvert inlets and flowed into the Ogden City storm drain system. Although this drainage problem is outside of the South Ogden City limits, the local cities and Weber County have pursued potential solutions.

Modeling and analysis results confirm that the Burch Creek culverts at the Union Pacific Railroad yards are significantly undersized. The estimated combined design capacity of the Union Pacific culverts is approximately 130 cfs. Projected flows for the 10-year storm event are 230 cfs to 260 cfs, and projected flows for the 100-year storm event are 570 to 740 cfs. These results are reasonably consistent with the hydrologic analysis of the Burch Creek drainage by FEMA (FEMA, 2017, draft copy) which indicates flows of 180 cfs and 630 cfs for the 10-year and 100-year storms, respectively.

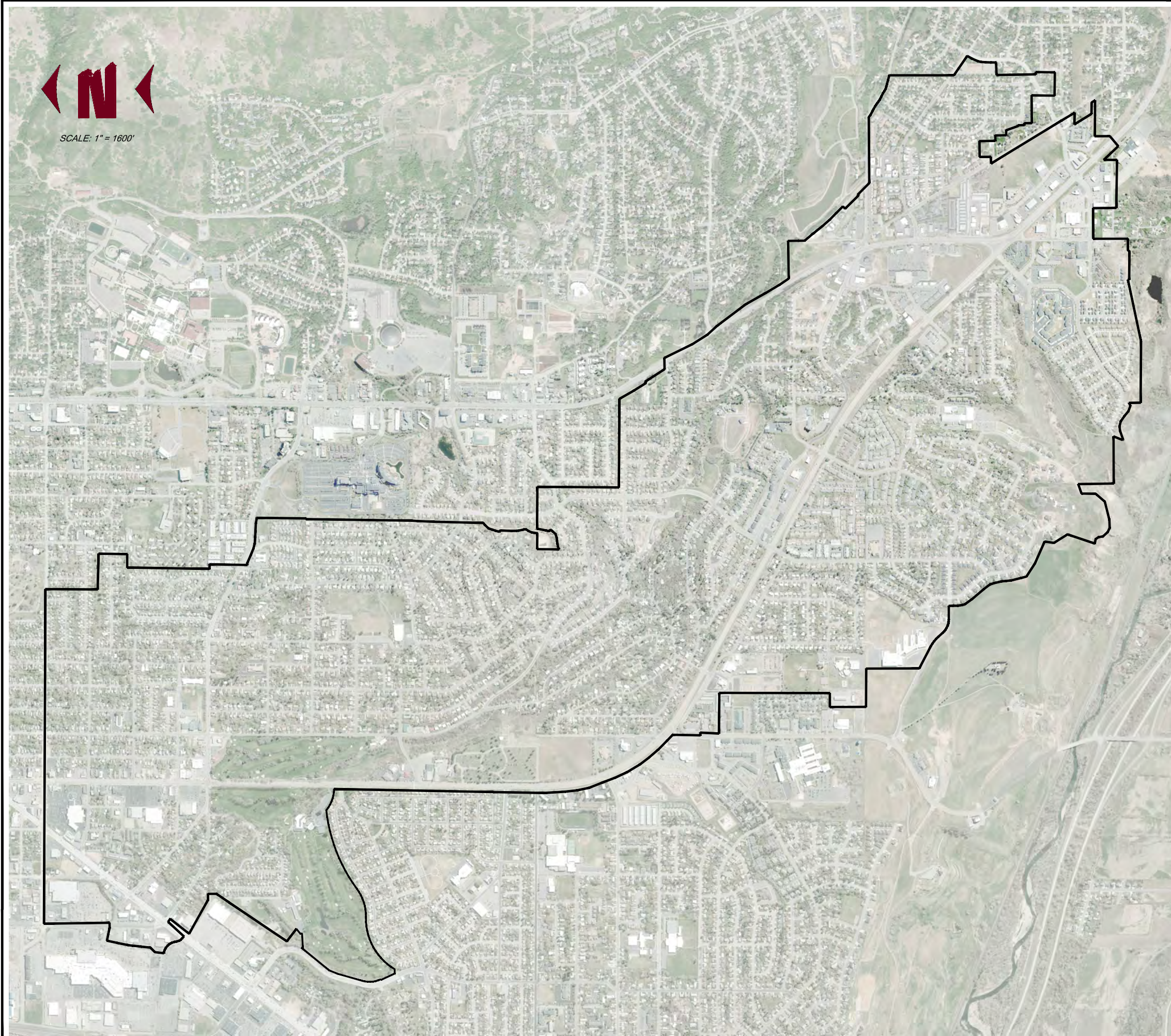
One potential solution that was analyzed was adjustment of the South Ogden City detention basin outlets. The model results demonstrated that adjustments to Glassman Park Detention Basin

had no significant impact on the peak downstream flows during major storm events. The much larger detention basin on Burch Creek at 4400 South was found to be more effective at reducing peak flow rates for shorter duration storms and also provides some benefit during longer duration storm events. The 4400 South detention basin was found to be currently operating effectively and there does not appear to be any opportunity to significantly reduce peak flows by adjusting the outlet.

It appears that the solution to this problem will be expensive. Union Pacific's involvement and responsibilities for construction the costs have not been resolved. All stakeholders will need to work through a preferred solution and identify a funding source. Each city has historically been responsible for only the storm drain facilities within their own jurisdiction. However, due to the extent of the Burch Creek drainage through South Ogden City, the City may have interest in pursuing a joint solution to this problem. At the present time, the uncertainties associated with this problem makes a identification of a problem solution and cost impractical.



SCALE: 1" = 1600'



SOUTH OGDEN CITY CORPORATION STORM DRAIN CAPITAL FACILITIES PLAN & IMPACT FEE ANALYSIS



LEGEND

SOUTH OGDEN CITY BOUNDARY

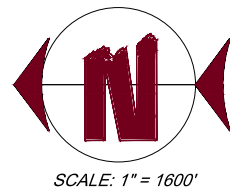
SERVICE AREA MAP

FIGURE

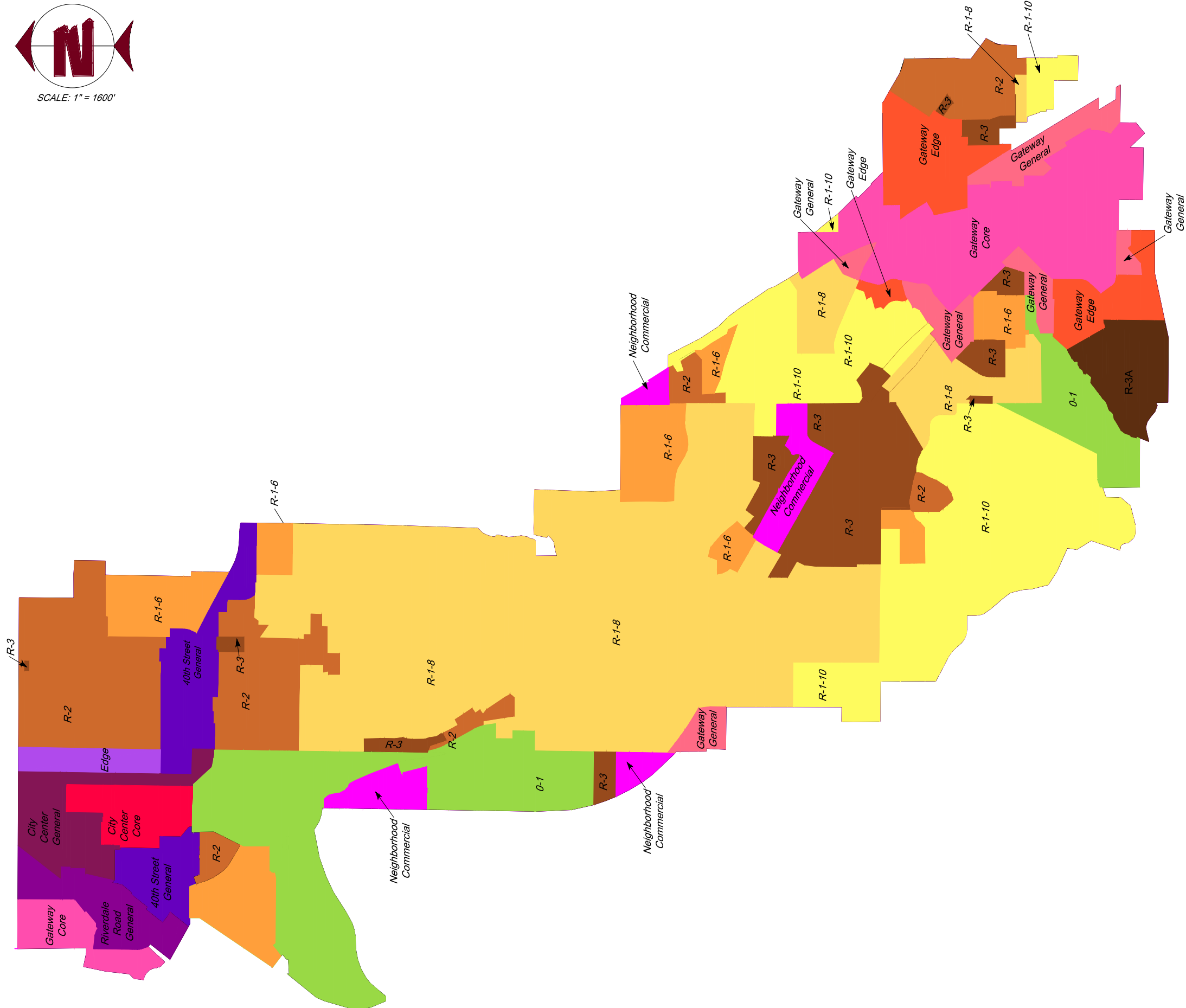
2-1

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SOUTH OGDEN CITY CORPORATION STORM DRAIN CAPITAL FACILITIES PLAN & IMPACT FEE ANALYSIS



LEGEND

	R-1-10		City Center Core
	R-1-8		City Center General
	R-1-6		Riverdale Road General
	R-2		40th Street "General"
	R-3		Edge
	R-3A		Neighborhood Commercial
	O-1		Gateway Core
			Gateway General
			Gateway Edge

FUTURE LAND USE

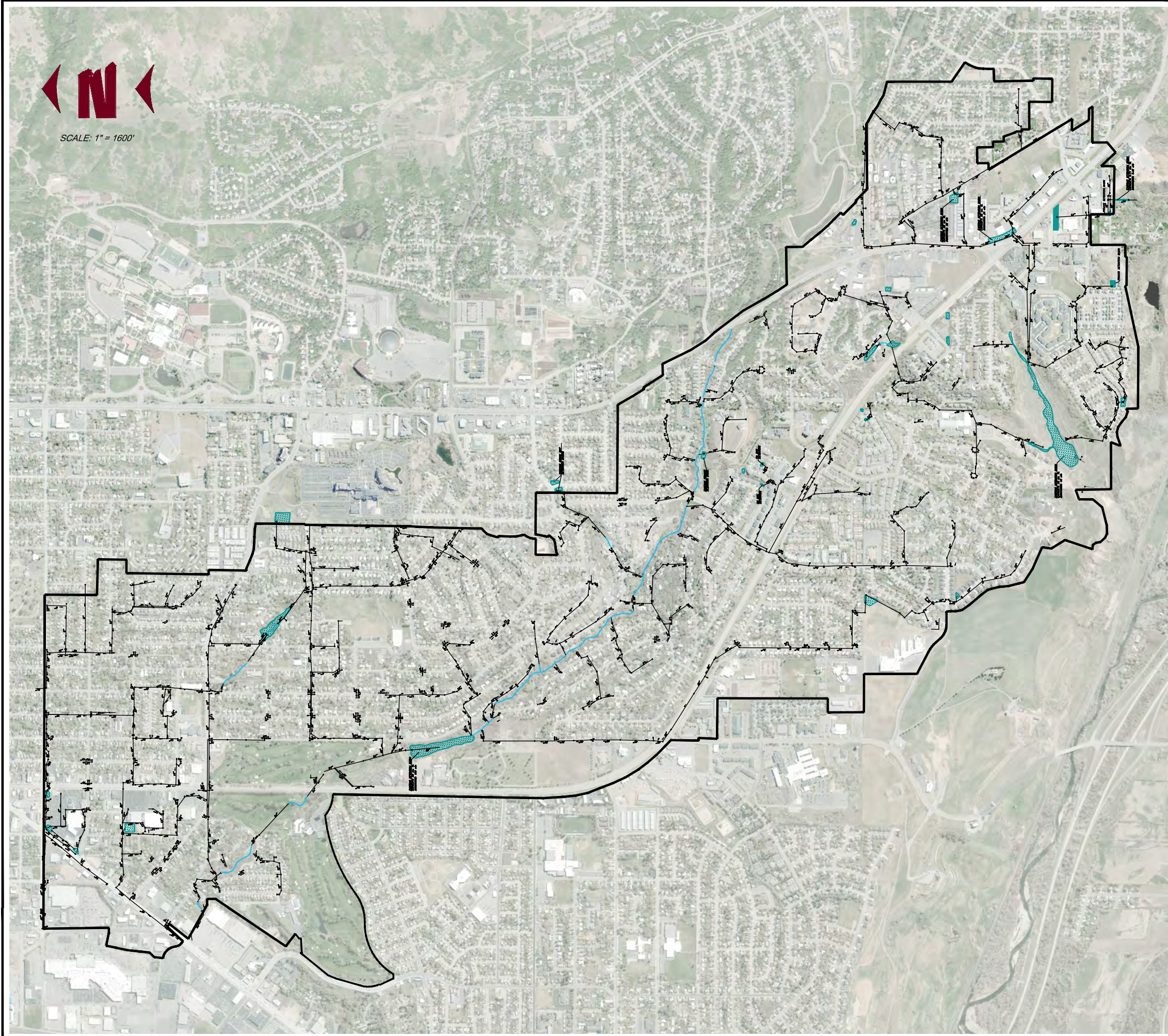
FIGURE
2-2

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SCALE: 1" = 1600'



SOUTH OGDEN CITY CORPORATION STORM DRAIN CAPITAL FACILITIES PLAN & IMPACT FEE ANALYSIS



LEGEND

	SOUTH OGDEN CITY BOUNDARY
	STUDY AREA BOUNDARY
	EXISTING STORM DRAIN PIPE
	EXISTING DETENTION BASIN
	OUTLET CONTROL STRUCTURE
	EXISTING STORM DRAIN MANHOLE
	EXISTING INLET BOX / CATCH BASIN

EXISTING STORM DRAIN SYSTEM

FIGURE
2-3

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SECTION 3

STORM WATER HYDROLOGY & MODEL DEVELOPMENT

METHODOLOGY

The Army Corps of Engineer's *HEC-HMS Flood Hydrograph Package* was selected for development of a storm drainage model for South Ogden City. The HEC-HMS package has also been used by Weber County to model storm water flows across the County. Weber County has encouraged all government entities in the County to adopt a consistent storm drainage design methodology that will provide uniform flood protection and facilitate preparation of regional drainage plans.

The HEC-HMS model allows use of both the Soil Conservation Service (SCS) curve number and unit hydrograph methods for modeling natural or agricultural watersheds, and the kinematic wave modeling method for urban areas. The SCS curve number method was developed by the Natural Resource Conservation Service (NRCS), which was formerly known as the Soil Conservation Service. In this report, the methodology developed by the NRCS will be referred to as the SCS curve number method, and publications by the SCS prior to the name change will be referenced as SCS publications.

Various inputs and input sources used for the development of the HEC-HMS computer model for South Ogden City include:

- Soil Survey Mapping (NRCS website)
- South Ogden City Aerial Mapping, (South Ogden City, 2010)
- Weber County Aerial Maps (Weber County, 1998)
- Precipitation-Frequency Data/Maps, NOAA Atlas 14 (NOAA website)
- SCS Curve Number Selection Procedures as presented in *Urban Hydrology for Small Watersheds* (NRCS, 1986)
- Field Observation of Drainage Patterns
- *Urban Storm Drainage Criteria Manual* (DRCG, 1990)

The storm drainage model was developed for future land use conditions. Results from the model were then used to identify and complete a conceptual level design of future storm drainage facilities. Hydrologic criteria, drainage basins, and land use conditions used in the development of the storm drainage model are described below.

HYDROLOGIC CRITERIA

Development of the storm drainage model and identification of future improvements were accomplished using the hydrologic criteria recommended by Weber County. These criteria are presented in *Storm Drainage Hydrologic & Hydraulic Criteria Manual* (Hansen, Allen & Luce,

2002), herein after referred to as the Weber County Manual. The following discussion summarizes the hydrologic criteria from the Weber County Manual.

Drainage Design Frequency

Selecting the drainage design frequency is dependent upon dividing the storm drainage facilities into an initial storm drainage collection system and a major storm drainage collection system. The initial system and major system are described in the *Urban Storm Drainage Criteria Manual* (Urban Drainage and Flood Control District, Denver, Colorado, June 2001) as follows:

"Every urban area has two separate and distinct drainage systems, whether or not they are actually planned for and designed. One is the initial system, and the other is the major system. To provide for an orderly urban growth, reduce costs to future generations, and obviate loss of life and major property damage, both systems must be planned and properly engineered."

The initial storm drainage system is the facilities which provide protection against regularly recurring damage from storm runoff. The components of the Initial drainage system include the street curb and gutter or drainage swales, storm drain systems, and the local detention basins. The initial system should be designed to safely convey the 10-year storm event without significantly restricting pedestrian or vehicle traffic. In streets with curb and gutter, the design standard is that the curb is not overtopped by runoff from the 10-year storm event.

The major storm drainage system is the facilities that protect people and structures during a major storm. Major storm drainage facilities may include streets (including overtopping of the curb onto the lawn area), large conduits, open channels, and regional detention basins. The major system should generally be designed for the 100-year event with the objective of preventing significant damage to homes and buildings and to prevent loss of life. This does not mean that storm drains (which are considered part of the initial storm drainage system) should be designed for the 100-year event. It means that the combination of storm drains and channelized surface flow, which may include using part of the grassed frontage area of a home as part of a 100-year channel, should be designed to accommodate the 100-year event thereby preventing damage to homes. In the South Ogden City storm drain service area, the major storm drainage system includes streets, pipes, drainage channels, stream channels, ditches, and detention basins.

Design Storm

In designing a storm drainage system, it is important to determine the amount of rainfall that can be expected from a storm event and how the rainfall will be distributed through time. Critical runoff events from urban areas along the Wasatch Front are caused by cloudburst type storms which are typified by short periods of high intensity rainfall. The Weber County Manual presents a 3-hour synthetic storm distribution that incorporates the high intensity rainfall burst typical of Wasatch Front storms. The rainfall distribution presented in the Weber County Manual was used for this study. Design storm precipitation depths for this study were developed using the NOAA Atlas methodology as recommended in the Weber County Manual.

Table 3-1. Design Rainfall Depths For South Ogden City

Return Period (Yrs)	Precipitation (inches) for the Indicated Storm Duration				
	1 hr	2 hr	3hr	6hr	24hr
2	0.55	0.70	0.80	1.08	1.71
5	0.75	0.91	1.00	1.30	2.04
10	0.93	1.10	1.19	1.50	2.31
25	1.23	1.43	1.49	1.81	2.69
50	1.51	1.72	1.78	2.07	2.98
100	1.85	2.08	2.13	2.36	3.28

Design rainfall depths given in Tables 3-1 are from NOAA Atlas 14, Volume 1, Version 5, as obtained from the NOAA website. NOAA estimates rainfall depths for various return periods using statistical procedures and the best available rainfall records. In general, rainfall records in the western United States cover relatively short time periods. Therefore, rainfall depths estimated with statistical procedures become less certain for the longer return periods. Recently recorded storm events seem to indicate that rainfall amounts could be larger and occur more frequently than the rainfall depths estimated with the NOAA methodology. However, the rainfall depth estimates using the NOAA data and methodology are the most credible estimates currently available. It is recommended that the design rainfall depths be re-evaluated as better information and techniques become available in the future.

DRAINAGE BASINS

As previously stated, the service area has been divided into six drainage basins. Tributary areas outside the City boundaries also contribute runoff to City storm drain facilities. Drainage basins and tributary areas have been divided into reaches and subbasins according to topography, land use, and locations of storm drainage facilities. A reach is a group of subbasins that drain to a common point. The subbasins and reaches are represented, in Exhibit 3-1. Directional arrows indicate the general direction of the existing drainage slope. The area contained within each drainage subbasin varies with the existing ground topography.

SUBBASIN CHARACTERISTICS

Hydrologic characteristics necessary to calculate runoff volumes and flow rates from each subbasin include characteristics that are unique to each subbasin and characteristics that are associated with land use.

Hydrologic characteristics that are unique to each subbasin include subbasin area, soil types, channel lengths, and channel slopes. Subbasin area, channel lengths, and channel slopes were estimated using existing topographic mapping. Hydrologic soil groups were determined for each

subbasin using soil mapping and methodology developed by NRCS. NRCS has classified soils into four general hydrologic soil groups based upon the rate of infiltration. The four hydrologic soil groups in order of decreasing permeability and increasing runoff potential are groups A, B, C, and D. The appropriate classifications of soils in the Service Area were determined using the NRCS soil survey mapping (NRCS website) and criteria presented in the Urban Hydrology of Small Watersheds, TR-55 (NRCS, 1986). Soils in the South Ogden City area were found to be mostly groups A and C. The group A soils are located mostly on the upper bench area, east of Washington Blvd. The group C soils are located mostly at the southwest and northwesterly areas of the City. Hydrologic soil groups were assigned to subbasins by identifying the predominant soil groups within the subbasin.

Hydrologic characteristics that tend to remain relatively consistent with land use include the percentage of impervious area and the initial overland flow paths and patterns. Using aerial photographs, these characteristics were estimated for typical lots and subbasins within each major zoning designation.

Generally, the most important hydrologic factor for determining runoff flow rates and volumes in an urban drainage basin is the amount of impervious area. Impervious area is usually expressed as a percentage of the total drainage area and can be further categorized as directly connected impervious area and unconnected impervious area. Directly contributing impervious areas are those areas which are directly connected to the storm drainage system. The directly contributing impervious area for a typical lot in the Service Area is assumed to include the front half of the home and garage, the driveway, and half of the street in front of the home (see typical lot computations in Appendix A). It is assumed that the front half of a home and the driveway do not flow over grassed areas prior to reaching the street. This is a conservative assumption because often a portion of the front of the home will drain to the lawn area rather than the driveway. Runoff from unconnected impervious areas must flow across a permeable area, usually grassed areas, before reaching the storm drainage system. Unconnected impervious area for a typical lot in the service area is assumed to include the back half of the home and garage, the patio, and storage shed. The percentage of impervious area increases with increasing housing density. Commercial and industrial areas also tend to have much higher percentages of impervious area.

Slope and lengths of overland drainage paths are important parameters for the kinematic wave modeling of urban areas. Generally, overland flow patterns for subbasins of similar land use do not vary significantly. Therefore, slopes and flow lengths were estimated for each zoning category by observing overland flow patterns at existing developments in the service area.

FUTURE LAND USE

As indicated previously, the relatively slow growth rate projected for the future for both commercial and residential development is largely due to the lack of vacant land available for new development. It is expected that growth within the service area will continue to slow as the City approaches build-out. It is anticipated that growth will mainly be due to "fill-in" developments and redevelopment activity. Due to this condition, the current developed acreage and the future developed acreage are nearly the same. The future land use for the City is based on the current zoning map presented in Exhibit 2-2.

Although changes in population may not be a direct indicator of an increase in impervious area, it is a good indicator of and increase in residential development. Increases in impervious area due to commercial development can be accomplished in the service area using mapping and aerial photography.

Table 3-2. Future Land Use

Drainage Basin Gross Area (Acres)						
Future Land Use	A	B	C	D	E	F
Medium Density Residential (R-1-6 / R-1-8)	0	78	601	34	64	4
Low Density Residential (R-1-10)	0	122	139	0	49	0
Two family Residential (R-2)	0	100	104	42	6	55
Medium Density Multi Family (R-3 / R-4)	0	195	81	1	2	15
High Density Multi Family (R-5)	0	33	48	1	29	5
Commercial (C-1, C-2, C-3, CP-2)	20	28	59	2	2	185
Institutional (Schools, Churches, etc.)	0	0	33	0	0	7
City Parks/Open Space	0	45	270	0	0	3
Potential Tributary Lands Outside City Limits	0	0	175	0	0	0
Total Drainage Basin Acreage	20	601	1,310	79	152	274

FUTURE IMPERVIOUS AREAS

The volume of storm water runoff generated by a design storm event is directly related to the amount of impervious area constructed in relation to new development. The potential impervious areas are calculated by analyzing the subbasin characteristics and the future land use. Impervious area estimates include half of the fronting roadway based upon the minimum frontages required by current zoning ordinances, estimated driveways, roof areas, patios, outbuildings, barns, etc. that are representative of a typical lot area within each land use designation. Further detail related to the estimated impervious area in each subbasin has been tabulated and is shown in Appendix A.



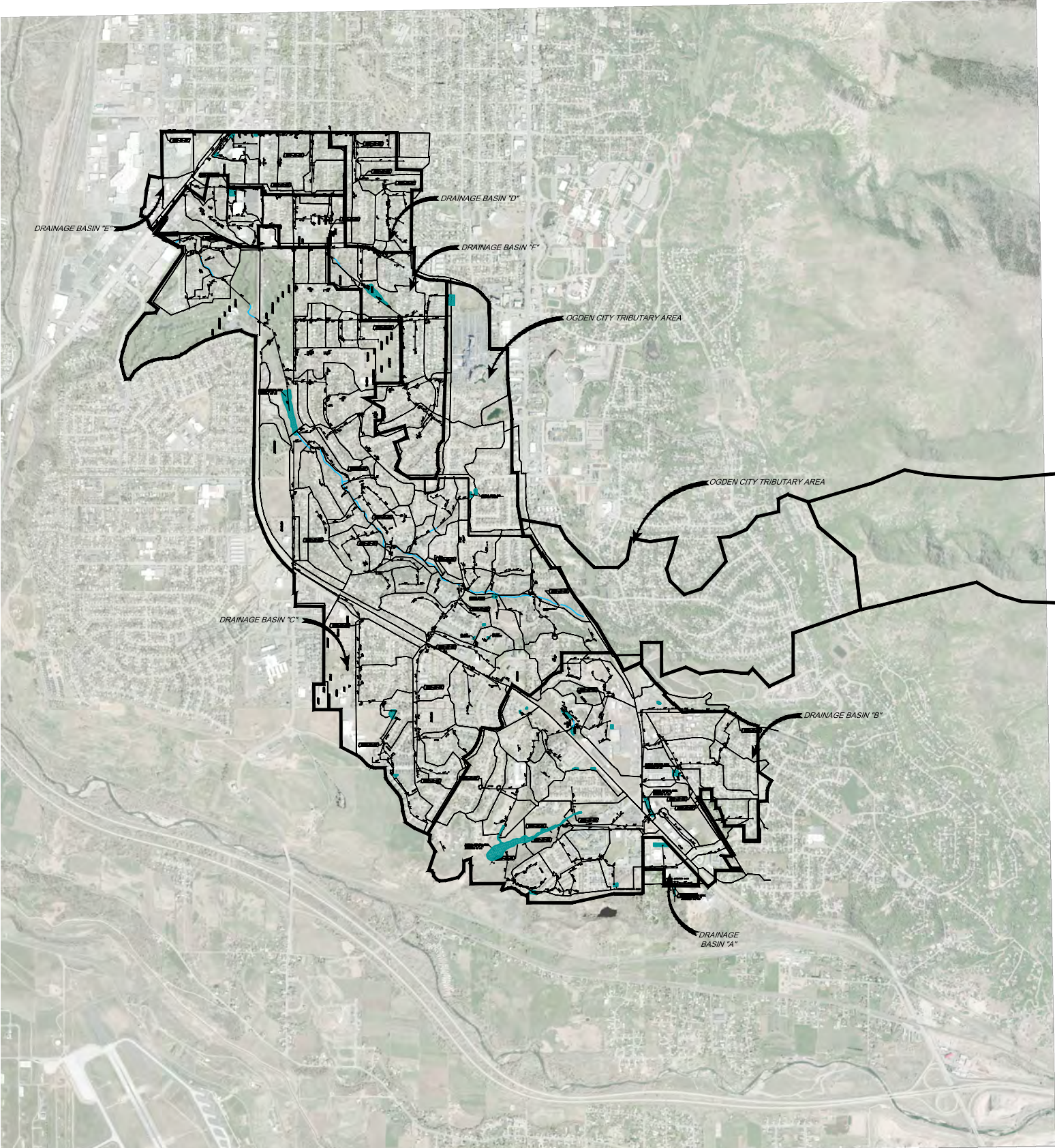
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**SOUTH OGDEN CITY
CORPORATION STORM
DRAIN CAPITAL
FACILITIES PLAN &
IMPACT FEE ANALYSIS**



LEGEND

- SOUTH OGDEN CITY BOUNDARY
- STUDY AREA BOUNDARY
- DRAINAGE BASIN BOUNDARY
- SUB-BASIN / REACH BOUNDARY
- EXISTING STORM DRAIN PIPE
- EXISTING DETENTION BASIN
- OUTLET CONTROL STRUCTURE
- EXISTING STORM DRAIN MANHOLE
- EXISTING INLET BOX / CATCH BASIN



STORM DRAIN MODEL

**FIGURE
3-1**

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SECTION 4

CAPITAL FACILITIES PLAN

CAPITAL FACILITIES PLAN ELEMENTS

A conceptual level drainage plan was developed for each drainage basin based upon the following drainage plan elements:

- Conceptual designs of storm drainage improvements are based upon projected peak runoff flow rates from the 10-year storm event and the 100-year storm event
- Local and regional detention basins are used to reduce peak flows to historical runoff flowrates (or less) for major storm drainage facilities.

Design of Storm Drain Capital Projects

The *HEC- HMS Flood Hydrograph Package* was selected for development of a storm drainage model for the South Ogden City service area. The HEC-HMS model used the SCS curve number and unit hydrograph method for modeling storm drainage from mountain watersheds, and the kinematic wave method was used for modeling storm drainage from urban areas. The storm drainage model was developed using future projected land uses as presented in Figure 3-1, Future Land Use in accordance with the South Ogden City General Plan. Hydrologic characteristics for various land use categories are described in Section 5 of this report.

Evaluations of existing storm drainage facilities and conceptual design of future storm drain facilities were based on the 10-year, 3-hour storm event and the 100-year, 3-hour storm event. Runoff hydrographs were calculated for these design storms using the HEC-HMS model. The 10-year, 3-hour storm event was selected as the design storm for the initial storm drainage system, and the 100-year, 3-hour storm event was selected as the design storm for the major storm drainage system. Most storm drains were designed as a component of the initial storm drain system. The combination of storm drains and surface flow along roadways typically comprise the major storm drain system. Storm drains were considered the sole component of the major storm drain system at locations where storm drain locations did not correspond to roadways or other surface drainage facilities.

Stormwater Detention

Development increases runoff flow rates and therefore storm water detention basins are constructed to detain flows which exceed the downstream capacity of existing infrastructure. Rainstorms often produce short bursts of intense rainfall that cause runoff flow rates to increase dramatically for a short period. Properly designed detention basins mitigate the effects of short intense rainfall burst and high peak runoff by filling during periods of peak flow and then emptying as the runoff inflow rates decrease. Detention basins are usually designed so that they are empty a few hours after the rainfall event has ended.

Future storm drainage detention facilities can be local detention basins constructed by individual developers to serve their own developments, or regional detention basins constructed by the City to serve many developments within a region. The advantage of local detention basins is that they are funded and constructed entirely by developers. The disadvantage of local detention basins is that they are often small and more difficult to maintain. Local detention basins can become nuisances and eyesores without proper maintenance. Regional detention basins are typically better maintained than local detention basins because they are often designed as multiple use facilities. Regional detention basins can be used as neighborhood parks, sports fields, or similar recreational facilities. Multiple use of regional detention basins enhances their benefit to offset their associated maintenance liability and are perceived by the public as a benefit to their neighborhood.

The current South Ogden City storm drain system includes a mix of local and regional detention. Few opportunities are available for future regional detention, so it is anticipated that both commercial, and residential development will be required to construct local detention that will limit runoff to a maximum rate of 0.2 cfs per acre for the 100-year storm event. Existing regional detention will continue to benefit both existing and future development by controlling storm water flow as it leaves the service area. The need for local detention at each new development should be reviewed by the City Engineer on a case-by-case basis.

FUTURE CAPITAL PROJECTS

Table 4-1 provides descriptions of anticipated storm drainage capital projects within the Service Area. The projects are also presented on the Capital Facilities Plan, Figure 4-1. Detailed cost estimates covering the future recommended improvements for each drainage area are included in Appendix B. Construction costs were estimated using typical prices observed for recent projects in the South Ogden City and Weber County areas. Construction cost estimates include all labor and materials, plus a 20% contingency for engineering and unanticipated costs.

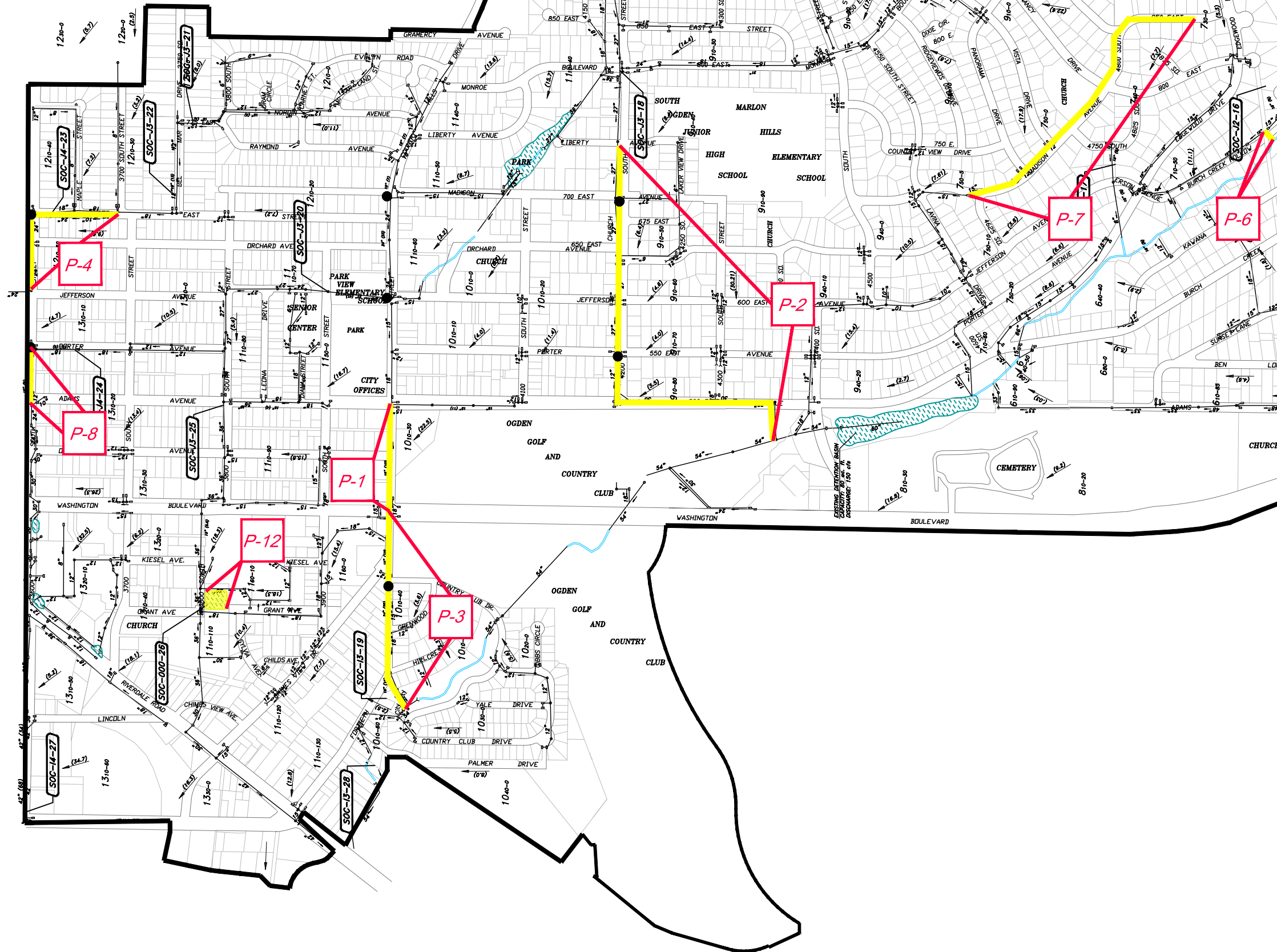
Table 4-1. Future Capital Projects

Project Identification	Description	Construction Cost Estimate
P-1	Replace the existing storm drain system on 40 th Street between Adams Avenue and Washington Blvd. with a 24" diameter storm drain.	\$269,658.00
P-2	Replace the existing storm drain system on 42 nd street between Liberty Avenue and Adams Avenue and on Adams Avenue between 42 nd Street and 4350 South with 30" and 36" diameter storm drain.	\$957,720.00
P-3	Replace the existing storm drain system on 40 th Street between Washington Blvd. and Burch Creek with 21" and 24" diameter storm drains.	\$439,764.00
P-4	Replace the existing storm drain system on 675 east between Bel Mar Drive and 36 th Street and on 36 th Street between 675 East and Jefferson Avenue with 24" and 30" storm drains.	\$394,290.00
P-5	Replace the existing storm drain system on Combe Rd between Woodshire Court and 5665 South with a 15" diameter storm drain.	\$231,228.00
P-6	Recondition (install liner) the existing 18" diameter CMP storm drain on Burch Creek Hollow .	\$173,280.00
P-7	Construct a 15" diameter storm drain pipe in Madison Avenue between Edgewood Drive and 4650 South Street.	\$360,084.00
P-8	Replace the existing storm drain system on Porter Avenue between 36 th Street and 37 th Street and on 36 th Street between Porter Avenue and Adams Avenue.	\$340,764.00
P-9	Construct a 15" diameter storm drain pipe in 5700 East between 1050 East and the Racquet Club.	\$163,920.00
P-10	Construct a 15"diameter storm drain on Village Way between Willow Wood Lane and 5775 South Street	\$200,760.00

P-11	Construct a 15" diameter storm drain on Ben Lomond Ave from 875 East to Chambers Ave.	\$271,170.00
P-12	Recondition and landscape an existing detention pond near Grant Ave and 38 th Street	\$64,800.00
Total Project Cost		\$3,867,438.00



SCALE: 1" = 800'



SOUTH OGDEN CITY CORPORATION STORM DRAIN CAPITAL FACILITIES PLAN & IMPACT FEE ANALYSIS



LEGEND

- SOUTH OGDEN CITY BOUNDARY
- PROPOSED PROJECT
- PROPOSED PROJECT NUMBER
- EXISTING STORM DRAIN PIPE
- EXISTING DETENTION BASIN
- OUTLET CONTROL STRUCTURE
- EXISTING STORM DRAIN MANHOLE
- EXISTING INLET BOX / CATCH BASIN

CAPITAL FACILITIES PLAN
PROJECT MAP

FIGURE
4-1

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SCALE: 1" = 1200'

SOUTH OGDEN CITY CORPORATION STORM DRAIN CAPITAL FACILITIES PLAN & IMPACT FEE ANALYSIS



LEGEND

- SOUTH OGDEN CITY BOUNDARY
- PROPOSED PROJECT
- PROPOSED PROJECT NUMBER
- EXISTING STORM DRAIN PIPE
- EXISTING DETENTION BASIN
- OUTLET CONTROL STRUCTURE
- EXISTING STORM DRAIN MANHOLE
- EXISTING INLET BOX / CATCH BASIN

CAPITAL FACILITIES PLAN PROJECT MAP

FIGURE
4-2

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SECTION 5

IMPLEMENTATION OF CAPITAL FACILITIES PLAN

ELEMENTS OF IMPLEMENTATION

In accordance with the recommendations of the Capital Facilities Plan, the proposed projects should now be designed, constructed, and maintained. The previous sections of the Capital Facilities Plan have established a planning base, discussed existing and future drainage needs, and defined proposed improvements to address existing and future storm drain problems. This section will discuss some of the considerations relative to implementing the Capital Facilities Plan. Included are discussions on:

- Implementation Responsibility
- Priorities for Proposed Capital Facilities
- Maintenance
- Funding Alternatives
- Compliance with Regulations
- Review of Proposed Developments
- Drainage Plan Updating

IMPLEMENTATION RESPONSIBILITY

A City's institutional responsibility for its citizens requires that some action be taken regarding the nuisance and damage associated with flooding. South Ogden City has the responsibility to plan, build, and maintain needed improvements and implement equitable charges for those improvements.

PRIORITIES FOR PROPOSED CAPITAL IMPROVEMENTS

Prioritization of projects is important to obtain the greatest benefit from available financial resources. The highest priority is given to those areas currently experiencing problems or where the potential consequences of not making improvements are the most severe. Assigning priorities is difficult because the need for many improvements depends upon future development patterns which are very difficult to predict. Project priorities have been tentatively proposed by the order in which the capital improvement projects are listed for each drainage basin. The lower the number the higher the priority for each basin.

MAINTENANCE

Proper maintenance of drainage facilities will preserve design capacities by reducing accumulations of sediments, weeds and debris. If drainage facilities are not adequately maintained, drainage facilities will not function as intended, and they will generally become a hazard and a

blight on the City's landscape. The construction of additional facilities in the future increases the maintenance burden. It is necessary that sufficient maintenance labor and equipment be made available to ensure proper function and community acceptance.

FUNDING ALTERNATIVES

Implementation of the storm drain capital facilities plan requires identification of the financing for construction and maintenance activities. Two principles should be considered when developing a funding strategy:

- All properties benefit from the drainage system
- All property owners should pay their fair share of the costs to construct and maintain the storm drainage system

There are several approaches available to fund the construction and maintenance of a storm drainage system. Available funding sources include the City's general fund, impact fees, a storm drainage utility charge, and funding from other entities.

General Fund

Some cities fund some or all of the storm drainage costs through the city's general fund. This approach is typically used to construct minor improvements and to maintain the existing system. Major improvements are usually funded through other means.

Impact Fees

South Ogden City currently assesses an impact fee to construct storm drain capital improvements. Impact fees assessed to new development must be based upon a proportionate fair share of the costs of the improvements made necessary by the development and must not exceed the cost of the improvements. An impact fee cannot be imposed to address existing deficiencies except where they are exacerbated by new development. Under impact fee regulations established by the State of Utah the following steps are required to adopt and expend impact fees:

- 1) Capital improvements to be financed with impact fees must be identified in a capital facilities plan and impact fee facilities plan. These improvements must be reasonably related to growth.
- 2) Impact fees must be calculated based on a proportionate share analysis. This means that impact fees charged to new development cannot exceed the proportionate share of the capital improvements necessitated by that development.
- 3) Impact fee funds must be expended or otherwise encumbered within 6 years from the date they are collected.

An impact fee analysis related to the assessment of impact fees is presented in Section 7 of this document in accordance with the direction established by the Utah Impact Fee Act (Chapter 11-36a, Utah Code).

Storm Drain Utility

The City Council created and established the storm drain utility as part of the City's overall storm sewer system for planning, designing, constructing, maintaining, administering and operating the City's storm drain system. Essentially, the Storm Drain Utility permits the charge of a monthly fee to be commonly charged for maintenance, administration, and for needed capital improvements. These monthly fees are dependent on a formula which uses impervious area calculations to estimate the runoff expected from individual properties. Long-term debt financing is normally used to fund capital improvements with the indebtedness being repaid with a portion of the collected fees. In the event that capital improvements are constructed with Storm Drain Utility funds, impact fees may be used to reimburse Storm Drain Utility funds used to pay for those projects that facilitate new growth.

Funding from Other Entities

UDOT owns and maintains several highways within South Ogden City. These highways include Washington Boulevard, Harrison Boulevard and U.S. Highway 89. Discussions with UDOT are recommended to better define responsibilities, coordinate future storm drainage improvements, and seek UDOT's participation in funding the construction of new facilities. UDOT typically contributes to the funding of new facilities in proportion to the runoff generated on their roadways as compared to the total capacity of the storm drainage facility.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

South Ogden City's storm drain system is regulated by the EPA and the State of Utah under the National Pollutant Discharge Elimination System (NPDES) permit process. The Utah Division of Water Quality administers the program and South Ogden City is allowed to discharge from the storm drain system to the waters of United States through a permit issued by the EPA to the State of Utah. South Ogden City's storm drain system is classified by the NPDES rules as a municipal separate storm sewer system (MS4). The NPDES MS4 permit requires permittees to develop and implement a comprehensive Storm Water Management Program (SWMP) that must include pollution prevention measures, best practices at City facilities, best practices at construction sites, inspections, monitoring, enforcement, and other appropriate measures to control the quality of storm water discharged to the storm drains and thence to waters of the United States.

South Ogden City has developed and implemented a comprehensive SWMP. The SWMP includes design requirements that are consistent with the design requirements outlined in the storm drain capital facilities plan. Additional SWMP requirements and their impact on development and construction of capital facilities are discussed below.

Low Impact Development (LID)

LID refers to engineered systems, either structural or natural, that use or mimic natural processes to promote infiltration, evapotranspiration, and/or reuse of storm water as close to its source as possible to protect water quality and aquatic habitat. Development and redevelopment projects that disturb one acre or more, including projects less an one acre that are part of a larger common plan of development, are required to evaluate feasibility of LID and include LID features where practical.

The NPDES MS4 permit requirement for LID design is on-site retention of runoff from the 80th percentile storm event. The 80th percentile storm event is approximately 0.5 inches of precipitation. Compliance with this requirement is generally independent of the peak allowable flow restrictions because storm events that generate peak runoff flowrates are much larger storm events. The initial runoff that fills the runoff requirement generally has little impact on the detention requirements and downstream pipe capacity necessary for major storm events. Compliance with LID standards does not impact capital facilities design or the impact fee analysis.

Water Quality Impacts

The NPDES MS4 permit requires that all projects be evaluated for water quality impacts. Storm drain capital facilities projects will need to comply with this requirement. In general, the capital facilities projects are expected to have little impact on water quality beyond construction. However, the assessment should still be completed and any pollution concerns addressed by construction and post-construction best management practices.

Post-Construction Storm Water Management

The NPDES MS4 permit requirements post-construction management storm drain facilities. Completed capital improvements will require inspection and maintenance. Completed capital facilities projects should be added to inspection schedules and the maintenance requirements should be added the SWMP.

REVIEW OF PROPOSED DEVELOPMENTS

The City currently requires developers to submit drainage plans that demonstrate their compliance with Federal, State, and local regulations, as well as this storm drain capital facilities plan. City review of the developer's proposed drainage plans will help assure that proposed facilities are adequate for the long term needs of the development.

On-site drainage plans should include provisions for storm drainage collection and conveyance using the minor storm (10-year event) to design for nuisance flooding and the major storm (100-year event) to show that buildings are not impacted. The storm drain capital facilities plan was developed with the assumption that most commercial and residential development will provide on-site detention to limit the peak runoff rate to 0.2 cfs per acre for the 100-year storm event.

Detention facilities should be designed to prevent overtopping except through a properly designed spillway or identified emergency overflow.

UPDATING THE STORM DRAIN CAPITAL FACILITIES PLAN

The South Ogden Storm Drain Capital Facilities Plan is based upon many assumptions concerning development patterns and future land use. The information used for the storm drain capital facilities plan represents the City's best effort at this point in time to project the future development patterns and land use. However, planning is not a one time event, but rather an ongoing process. Storm drainage needs may change due to changing growth patterns, new regulatory requirements, the City's desire for a different level of service or amendments to the Future Land Use element of the General Plan. As the City undertakes certain planning amendments, this document should be reviewed and updated accordingly. Annual reviews of this document with general updates every 5 years are recommended.

SECTION 6

IMPACT FEE FACILITIES PLAN

DESCRIPTION

The Impact Fee Facilities Plan (IFFP) is included as part of this study. An IFFP is required by the Impact Fee Act and forms a basis for calculating an impact fee. The IFFP differs from the CFP in that the IFFP is concerned with a planning window that is more short term (6 to 10 years) while the CFP looks at a much longer term. The CFP is used for long term planning while the IFFP is used to calculate the impact fee. Both the IFFP and the CFP described herein represent the City's best effort at this point in time to project the need for new sewer facilities. However, facilities planning is not a one time event, but rather an ongoing process. Projected capital facilities may change in the future due to changing growth patterns, new regulatory requirements, or unanticipated needs. As the City prepares further planning, this document should be reviewed and updated accordingly.

EXISTING FACILITIES

Unless they are located within a private development, the existing storm drain system improvements within service area are owned by South Ogden City Corporation. The original system was not installed all at one time but has steadily increased in size as areas of the City have developed. Many storm drain pipes, manholes and catch basins were installed in order to serve individual residential developments. Many of the original trunk lines have remained largely unchanged since they were installed. Even though in more recent years, new growth within the service area has slowed, storm drain improvements will need to be planned and upgraded to accommodate the additional demands caused by growth.

SERVICE STANDARDS

The current standards for the storm drain system requires that runoff discharges from developed land are no higher than pre-developed levels. Due to variations in elevation, topography, soil permeability, vegetation, etc. Discharge rates are limited to 0.2 cfs/acre. In some cases, the flow is further restricted to 0.1 cfs/acre. This is accomplished through smaller private detention basins located inside of developments as well as larger regional detention basins that are maintained and operated by South Ogden City.

PROJECTED IMPACTS FROM NEW DEVELOPMENT

Expansion of the storm drain system has occurred in the past and will continue to be required as a direct impact from population growth and development. However, new development will also increase storm drain runoff. As development occurs, some existing facilities are expected to become inadequate and will need to be replaced or up-graded. It is anticipated that major capital facilities projects for the storm drain system will be constructed as indicated on Exhibits 4-1 and 4-2.

PROPOSED IMPROVEMENTS

Several improvements are necessary to help minimize future impact on existing storm drain facilities. The projects listed below are the ones the City anticipates will be required within the next 10 years.

Table 6 -1. 10-Year Projects

Project Identification	Description	Construction Cost Estimate
P-1	Replace the existing storm drain system on 40th Street between Adams Avenue and Washington Blvd. with a 24" diameter storm drain.	\$269,658.00
P-2	Replace the existing storm drain system on 42nd Street between Liberty Avenue and Adams Avenue and on Adams Avenue between 42nd Street and 4350 South with 30" and 36" diameter storm drains.	\$957,720.00
P-3	Replace the existing storm drain system on 40th Street between Washington Blvd. and Burch Creek with 21" and 24" diameter storm drains.	\$439,764.00
P-4	Replace the existing storm drain system on 675 East Street between Bel Mar Drive and 36th Street and on 36th Street between 675 East and Jefferson Avenue with 24" and 30" storm drains.	\$394,290.00
P-5	Replace an existing storm drain on Combe Road, Woodshire Court and 5665 South.	\$248,508.00
P-6	Line an existing CMP storm drain between Burch Creek Hollow and the Burch Creek channel.	\$173,280.00
Total Project Cost		\$2,410,220.00

Improvements and construction costs are identified to address existing and future storm drain requirements. Construction costs were estimated using typical prices observed for recent projects in South Ogden City and the Weber County areas and are presented in current dollars. Recent price and economic trends indicate that future costs are difficult to predict with certainty. Engineering cost estimates given in this study should be regarded as conceptual and appropriate for use as a planning guide. Only during final design can a definitive and more accurate estimate be expected.

Construction cost estimates include all labor and materials, plus a 20% contingency for engineering and unanticipated costs. Individual cost estimates are included in the Appendix B.

UPDATING THE STORM DRAIN IMPACT FEE FACILITIES PLAN

The information used for the capital facilities impact fee plan represents the City's best effort at this point in time to project the future development patterns and land use. However, planning is not a one time event, but rather an ongoing process. Storm drain flows and drainage patterns may change due to changing growth patterns, new regulatory requirements. As previously discussed, new growth in the service area is limited due to the lack of vacant land. The IFFP should be reviewed annually with the CFP. It is recommended that updates to the plan should be completed at a minimum interval of 5 years.

CERTIFICATION

I certify that the impact fee analysis presented herein includes only the costs of public facilities that are allowed under the Impact Fee Act, actually incurred, or projected to be incurred or encumbered within 6 years after the day on which each impact fee is paid. It does not include the following: (1) costs of operation and maintenance of the public facilities; (2) costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; (3) an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and methodological standards set forth by the Federal Office of Management and Budget for federal grant reimbursement; (4) offsets costs with grants or other alternate sources of payment; and (5) complies in each and every relevant respect with the Impact Fee Act.

Brad C. Jensen P.E.

SECTION 7

IMPACT FEE ANALYSIS

DESCRIPTION

The purpose of the Impact Fee Analysis is to identify capital facilities improvements that are to be financed completely, or in part by impact fees and to calculate an appropriate impact fee amount. Development impact fees are a one-time charge on new development for the purpose of funding new or expanded public facilities necessitated by that development. In 1995, the Utah State Legislature passed the Impact Fee Act (Chapter 11-36a of the Utah Code Ann.). This act has been regularly updated and regulates how impact fees can be calculated, implemented, and challenged. Discussions in this document relating to impact fees are intended to provide the basis for planning and provide justification as required by the Impact Fees Act. A copy of the current Impact Fee Act is included with this study in Appendix C.

METHODOLOGY

As outlined in the Impact Fees Act, the following steps are taken to calculate the impact fee:

1. Identify the impact on the existing system required by the development activity
2. Demonstrate how those impacts on the system improvements are reasonably related to the new development activity
3. Estimate the proportionate share of the costs of impacts on system improvements that are reasonably related to the new development
4. Based on the above steps and the requirements of the Utah Code, Title 11, Chapter 36a, identify how the impact fee is calculated.

DETERMINATION OF EQUIVALENT BASIS FOR ANALYSIS

As discussed in previous sections, the most common equivalent base used of analysis, design and planning for future growth in a storm water system is square footage of impervious area (hard surface). Impervious area is estimated based on zoning density requirements and restrictions. The anticipated runoff from a typical square foot of impervious area located within the Service Area is then used to apportion the cost of future projects. Presented below are calculations that estimate the future additional impervious area as it is related to the increase in population.

Current Population (2021)	17,580 people
Population at 10 years (2031)	<u>18,620 people</u>
Population Increase	1,040 people

It is assumed that 30% of the population growth will be associated with single family homes, while 70% be associated with commercial (multi-family).

Assume single family has 3.5 people/home and multi family (residential) has 2.5 people/unit.

Estimate Impervious area for single family residential growth. Assume growth is all in the R-1-8 zone* and has 38% impervious area, (Appendix A).

$$1,040 \text{ people} \times 0.30 = 312 \text{ people}$$

$$312 \text{ people} \div 3.5 \text{ people/home} = 89 \text{ homes}$$

$$89 \text{ homes} \times 8,000 \text{ ft}^2/\text{home} = 712,000 \text{ ft}^2$$

$$712,000 \text{ ft}^2 \times 0.38 = 270,560 \text{ ft}^2 \text{ of impervious area}$$

- * The R-1-8 zone will be used in this study as a typical single family residential development. This is due to the fact that nearly all of the single family development that will take place in the Service Area will be “fill-in” developments. It is expected that smaller lots represented by the R-1-8 zones will be typical of the “fill-in” developments.

Estimate impervious area for commercial / multi-family residential (20 units/acre). Assume impervious area has 80% impervious area, (Appendix A).

$$1,040 \text{ people} \times 0.70 = 728 \text{ people}$$

$$728 \text{ people} \div 2.5 \text{ people/unit} = 291 \text{ units}$$

$$291 \text{ units} \div 20 \text{ units/acre} = 14.55 \text{ acres}$$

$$14.55 \text{ acre} \times 0.80 = 11.64 \text{ acres of impervious area}$$

$$11.64 \text{ acres} \times 43,560 \text{ ft}^2/\text{acre} = 507,038 \text{ ft}^2 \text{ of impervious area}$$

$$\text{Total Impervious Area increase } 270,560 \text{ ft}^2 + 507,038 \text{ ft}^2 = 777,598 \text{ ft}^2$$

PROPORTIONATE SHARE ANALYSIS

It is important that both existing residents and future development pay their proportionate share of the costs for improvements to the sewer system. An impact fee calculated by proportionate share analysis is necessary to achieve an equitable sharing of costs. The amount of the impact fee is calculated by using a proportionate share analysis that considers only the costs of future capital improvements. The impact fee calculation contained in this document does not include recoupment of costs for the investment by current residents in existing facilities. Some recoupment amount may

be justified for existing system facilities. However, detailed studies would be required to provide justification for any potential recoupment fee. The approach detailed in this document gives a lower, but easily defensible, impact fee. The steps completed for the proportionate share analysis are outlined below.

- 1) **Estimate Costs for Future Capital Improvements** - As indicated in Table 6-1. The total estimated construction cost for all proposed improvements identified in the Impact Fee Facilities Plan is \$ 2,699,400.00. However, not all of the costs are eligible to be funded from impact fees. Some improvements may be constructed by existing residents, by developers, by UDOT, by South Ogden City, and so on. Table 6-1, located at the end of these calculations, is a summary of each of the estimated cost of anticipated capital projects and a recommendation as to how much of the project cost should be funded from impact fees.
- 2) **Apportion Costs to the Projected Service Base** - There are two options available for assessing the impact fee that is proportionate and reasonably related to the costs outlined in the IFFP and in Table 7-1. Both options are presented as follows:

Method 1

Although a portion of the estimated cost of the proposed storm drain improvements are required due to projected growth, they will also serve existing residents. Since all residents of the City will share the benefit from the improvements the entire anticipated impervious area at 10 years from the date of this study is used as the service base.

Estimated total impervious area: 43,262,921 ft² (Appendix A)

Estimated Cost of Eligible Capital Facilities Projects = \$ 554,060.80

Impact Fee = \$ 554,060.80 / 43,262,921 ft² = \$ 0.012 per ft²

Using Method 1, The Impact fee is calculated by multiplying the impervious area of the proposed development by \$ 0.024/ ft². Sample calculations as follows:

Single Family Residential

3,030 ft² Impervious Area* / Residence x \$ 0.024 / ft² = Impact Fee

Example Calculation

3,030 ft² x \$ 0.012 / ft² = \$ 36.36

Commercial / Multi-Family

Square Footage of Impervious Area x \$ 0.012 / ft² = Impact Fee

* 3030 ft² of impervious area is typical of a home in a R-1-8 zone (see Appendix A).

Method 2

Using this method, the estimated costs of eligible capital improvements are divided by the impervious area related to growth only. Using this fee, the individuals or activities who develop properties within the study area would pay for the growth related capital improvements.

Estimated increase in impervious area in 10 years: 826,459 ft² (Appendix A)

Estimated Cost of Eligible Capital Facilities Projects = \$ 554,060.80

Impact Fee = \$ 554,060.80 / 777,598 ft² = \$ 0.71 per ft²

Using Method 2, The Impact fee is calculated by multiplying the impervious area of the proposed development by \$ 0.67 per ft². Sample calculations as follows:

Single Family Residential

3,030 ft² Impervious Area* / Residence x \$ 0.71 per ft² = Impact Fee

Example Calculation:

3,030 ft² x \$ 0.71 / ft² = \$ 2,151.30

Commercial / Multi-Family

Square Footage of Impervious Area x \$ 0.71 / ft² = Impact Fee

* 3030 ft² of Impervious Area is typical of a home in a R-1-8 zone (see Appendix A).

Table 7-1. Cost Allocation Summary

Project No.	Description	Existing System Upgrade	System Improvement (Impact Fee Eligible)	Total Estimated Project Cost
1	Replace the existing storm drain system on 40 th Street between Orchard Avenue and Porter Avenue with 24" and 30" diameter storm drains and construct a detention pond and outlet control structure.	\$215,726.40	\$53,931.60	\$269,658.00
2	Replace the existing storm drain system on 40 th Street between Nordin Avenue and Orchard Avenue with 18" and 24" diameter storm drains.	\$766,176.00	\$191,544.00	\$957,720.00
3	Replace the existing storm drain system on Glassman Way between Highway 89 and Burch Creek.	\$293,411.20	\$73,352.80	\$366,764.00
4	Replace the existing storm drain system on 40 th Street between Adams Avenue and Washington Blvd. with a 24" diameter storm drain.	\$315,432.00	\$78,858.00	\$394,290.00
5	Replace the existing storm drain system on 42 nd Street between Liberty Avenue and Adams Avenue and on Adams Avenue between 42 nd Street and 4350 South with 30" and 36" diameter storm drains.	\$198,806.40	\$48,701.60	\$248,508.00
6	Replace the existing storm drain system on 40 th Street between Washington Blvd. and Burch Creek with 21" and 24" diameter storm drains.	\$138,624.00	\$34,656.00	\$173,280.00
7	Replace the existing storm drain system on 675 east between Bel Mar Drive and 36 th Street and on 36 th Street between 675 East and Jefferson Avenue with 24" and 30" storm drain pipes..	\$288,067.20	\$72,016.80	\$360,084.00
Totals		\$2,216,243.20	\$544,060.80	\$2,770,304.00

RECOMMENDED IMPACT FEE

As indicated above, **the maximum impact fee per ERU that could be imposed is \$ 0.71 per ft². For a single family home this results in an impact fee of \$ 2,151.30.** We recommend imposing the full amount. However, it should be understood that this is a recommendation only. The City Council can choose to adopt a lesser impact fee amount.

ADMINISTRATION OF IMPACT FEE FUNDS

When Impact fee funds are collected, they should be held in a separate account. Accounting records should provide a clear audit trail which can demonstrate that impact fee funds were used only for the capital improvements for which they were collected and must be utilized within the time required by the Impact Fee Act.

CERTIFICATION

I certify that the impact fee analysis presented herein includes only the costs of public facilities that are allowed under the Impact Fee Act, actually incurred, or projected to be incurred or encumbered within 6 years after the day on which each impact fee is paid. It does not include the following: (1) costs of operation and maintenance of the public facilities; (2) costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; (3) an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and methodological standards set forth by the Federal Office of Management and Budget for federal grant reimbursement; (4) offsets costs with grants or other alternate sources of payment; and (5) complies in each and every relevant respect with the Impact Fee Act.

Brad C. Jensen P.E.

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APPENDIX A
SUB-BASIN IMPERVIOUS AREA

IMPERVIOUS AREA ESTIMATE

R-1-6 (Lot Size 6,000 ft²)

R-2 Single

R-3 Single

Building*	35' x 24' = 810 ft ²
Driveway	18' x 30' = 540 ft ²
Sidewalk	4' x 80' = 240 ft ²
Fronting Road	80' x 17' = 1440 ft ²
Total	<u>3030 ft²</u>

* Connected impervious area only

Impervious Area percentage $3,030 \text{ ft}^2 / 6,000 \text{ ft}^2 = 0.505$ (use 50%)

R-1-8 (Lot Size 8,000 ft²)

Building*	35' x 24' = 810 ft ²
Driveway	18' x 30' = 540 ft ²
Sidewalk	4' x 80' = 240 ft ²
Fronting Road	80' x 17' = 1440 ft ²
Total	<u>3030 ft²</u>

* Connected impervious area only

Impervious Area percentage $3,030 \text{ ft}^2 / 8,000 \text{ ft}^2 = 0.378$ (use 38%)

R-1-10 (Lot Size 10,000 ft²)

Building*	38' x 24' = 988 ft ²
Driveway	20' x 30' = 600 ft ²
Sidewalk	4' x 80' = 240 ft ²
Fronting Road	80' x 17' = 1440 ft ²
Total	<u>3268 ft²</u>

* Connected impervious area only

Impervious Area percentage $3,268 \text{ ft}^2 / 10,000 \text{ ft}^2 = 0.327$ (use 33%)

R-2 Duplex

Building*	35' x 24' = 810 ft ²
Driveway	18' x 30' = 540 ft ²
Sidewalk	4' x 80' = 240 ft ²
Fronting Road	80' x 17' = 1440 ft ²
Total	<u>3030 ft²</u>

* Connected impervious area only

Impervious Area percentage $3,030 \text{ ft}^2 / 8,500 \text{ ft}^2 = 0.356$ (use 36%)

Other percentages based on actual impervious area measurements

R-3 Duplex 52%

R-4 35%

R-5 37%

R-3zc 52%

Commercial C-1, C-2, C-3, CP-2 90%

Institutional 10%

Parks / Open Space 0%

DRAINAGE BASIN A

Future Potential Land Use	Drainage Basin A Gross Area (Acres)	Directly & Indirectly Connected Impervious Areas	Total Impervious Area (Acres)
Medium Density Residential (R-1-6 / R-1-8)	0	45%	0.00
Low Density Residential (R-1-10)	0	32%	0.00
Two Family Residential (R-2)	0	35%	0.00
Medium Density Multiple Family Residential (R-3 / R-4)	0	42%	0.00
High Density Multiple Family (R-5)	0	37%	0.00
Total Residential Impervious Area (Acres)			0.00
Commercial and Planned Commercial (C- 1, C-2, C-3, CP-2)	20	80%	16.00
Institutional (schools, Churches, government)	0	10%	0.00
City Parks / Open Space	0	0%	0.00
Potential Tributary Lands Outside City Limits	0	10%	0.00
Total Commercial, Open Space & Institutional Impervious Area (Acres)			16.00

DRAINAGE BASIN B

Future Potential Land Use	Drainage Basin B Gross Area (Acres)	Directly & Indirectly Connected Impervious Areas	Total Impervious Area (Acres)
Medium Density Residential (R-1-6 / R-1-8)	78	45%	35.10
Low Density Residential (R-1-10)	122	32%	39.04
Two Family Residential (R-2)	100	35%	35.00
Medium Density Multiple Family Residential (R-3 / R-4)	195	42%	81.90
High Density Multiple Family (R-5)	33	37%	12.21
Total Residential Impervious Area (Acres)			201.35
Commercial and Planned Commercial (C- 1, C-2, C-3, CP-2)	28	80%	22.40
Institutional (schools, Churches, government)	0	10%	0.00
City Parks / Open Space	45	0%	0.00
Potential Tributary Lands Outside City Limits	0	10%	0.00
Total Commercial, Open Space & Institutional Impervious Area (Acres)			22.40

DRAINAGE BASIN C

Future Potential Land Use	Drainage Basin A Gross Area (Acres)	Directly & Indirectly Connected Impervious Areas	Total Impervious Area (Acres)
Medium Density Residential (R-1-6 / R-1-8)	601	45%	270.45
Low Density Residential (R-1-10)	139	32%	44.48
Two Family Residential (R-2)	104	35%	36.40
Medium Density Multiple Family Residential (R-3 / R-4)	81	42%	34.02
High Density Multiple Family (R-5)	48	37%	17.76
Total Residential Impervious Area (Acres)			403.11
Commercial and Planned Commercial (C- 1, C-2, C-3, CP-2)	59	80%	47.20
Institutional (schools, Churches, government)	33	10%	3.30
City Parks / Open Space	70	0%	0.00
Potential Tributary Lands Outside City Limits	175	10%	17.50
Total Commercial, Open Space & Institutional Impervious Area (Acres)			68.00

DRAINAGE BASIN D

Future Potential Land Use	Drainage Basin D Gross Area (Acres)	Directly & Indirectly Connected Impervious Areas	Total Impervious Area (Acres)
Medium Density Residential (R-1-6 / R-1-8)	34.0	45%	15.30
Low Density Residential (R-1-10)	0.0	32%	0.00
Two Family Residential (R-2)	42.0	35%	14.70
Medium Density Multiple Family Residential (R-3 / R-4)	1.0	42%	0.42
High Density Multiple Family (R-5)	0.5	37%	0.19
Total Residential Impervious Area (Acres)			30.61
Commercial and Planned Commercial (C- 1, C-2, C-3, CP-2)	1.5	80%	1.20
Institutional (schools, Churches, government)	0.0	10%	0.00
City Parks / Open Space	0.0	0%	0.00
Potential Tributary Lands Outside City Limits	0.0	10%	0.00
Total Commercial, Open Space & Institutional Impervious Area (Acres)			1.20

DRAINAGE BASIN E

Future Potential Land Use	Drainage Basin E Gross Area (Acres)	Directly & Indirectly Connected Impervious Areas	Total Impervious Area (Acres)
Medium Density Residential (R-1-6 / R-1-8)	64	45%	28.80
Low Density Residential (R-1-10)	0	32%	0.00
Two Family Residential (R-2)	49	35%	17.15
Medium Density Multiple Family Residential (R-3 / R-4)	6	42%	2.52
High Density Multiple Family (R-5)	2	37%	0.74
Total Residential Impervious Area (Acres)			49.21
Commercial and Planned Commercial (C- 1, C-2, C-3, CP-2)	29	80%	23.20
Institutional (schools, Churches, government)	2	10%	0.20
City Parks / Open Space	0	0%	0.00
Potential Tributary Lands Outside City Limits	0	10%	0.00
Total Commercial, Open Space & Institutional Impervious Area (Acres)			23.40

DRAINAGE BASIN F

Future Potential Land Use	Drainage Basin F Gross Area (Acres)	Directly & Indirectly Connected Impervious Areas	Total Impervious Area (Acres)
Medium Density Residential (R-1-6 / R-1-8)	4	45%	1.80
Low Density Residential (R-1-10)	0	32%	0.00
Two Family Residential (R-2)	55	35%	19.25
Medium Density Multiple Family Residential (R-3 / R-4)	15	42%	6.30
High Density Multiple Family (R-5)	5	37%	1.85
Total Residential Impervious Area (Acres)			29.20
Commercial and Planned Commercial (C- 1, C-2, C-3, CP-2)	185	80%	148.00
Institutional (schools, Churches, government)	7	10%	0.70
City Parks / Open Space	3	0%	0.00
Potential Tributary Lands Outside City Limits	0	10%	0.00
Total Commercial, Open Space & Institutional Impervious Area (Acres)			148.70

APPENDIX B

PROJECT COST ESTIMATES

SOUTH OGDEN CITY CORPORATION**Cost Estimate****Project No. 1****Location:** On 40th Street Between Adams Avenue and Washington Blvd.**Description:** Replace Existing Storm Drain System with New 24" Diameter Storm Drain Pipe

Item	Description	Quantity	Unit Price	Total
1	Furnish and Install 21" Diameter RCP Storm Drain Pipe	800L.F.	\$110.00	\$88000.00
1	Furnish and Install 18" Diameter RCP Storm Drain Pipe	100L.F.	\$100.00	\$10000.00
2	Furnish and Install 4' Diameter Manhole w/ Ring, Cover and Concrete Collar	2Each	\$6500.00	\$13000.00
3	Furnish and Install 5' Diameter Manhole w/ Ring, Cover and Concrete Collar	2Each	\$7100.00	\$14200.00
4	Furnish and Install Inlet Box	8Each	\$2550.00	\$20400.00
5	Connect to Existing Storm Drain Pipe	2Each	\$1320.00	\$2640.00
6	Furnish and Install 3" Minus Granular Backfill:	1350Tons	\$21.50	\$29025.00
7	Furnish and Install Asphalt Trench Patch	275Tons	\$110.00	\$30250.00
8	Remove and Dispose of Existing Storm Drain Pipe and Catch Basins	800L.F.	\$21.50	\$17200.00
Subtotal				\$224715.00
20% Contingency				\$44943.00
Total Construction Cost				\$269658.00

SOUTH OGDEN CITY CORPORATION**Cost Estimate****Project No. 2****Location: On 42nd Street Between Liberty Avenue and Adams Avenue and on Adams Avenue
Between 42nd Street and 4350 South****Description: Replace Existing Storm Drain System with 30" and 36" Diameter Storm Drain Pipes**

Item	Description	Quantity	Unit Price	Total
1	Furnish and Install 27" Diameter RCP Storm Drain Pipe	450L.F.	\$95.00	\$42750.00
2	Furnish and Install 30" Diameter RCP Storm Drain Pipe	1100L.F.	\$105.00	\$115500.00
3	Furnish and Install 36" Diameter RCP Storm Drain Pipe	1850L.F.	\$116.00	\$214600.00
4	Furnish and Install 5' Diameter Manhole w/ Ring, Cover and Concrete Collar	6Each	\$5500.00	\$33000.00
5	Furnish and Install 6' Diameter Manhole w/ Ring, Cover and Concrete Collar	5Each	\$6100.00	\$30500.00
6	Furnish and Install Inlet Box	24Each	\$2450.00	\$58800.00
7	Connect to Existing Storm Drain Pipe	10Each	\$1220.00	\$12200.00
8	Furnish and Install 3" Minus Granular Backfill:	8800Tons	\$18.50	\$162800.00
9	Furnish and Install Asphalt Trench Patch	625Tons	\$110.00	\$68750.00
10	Remove and Dispose of Existing Storm Drain Pipe and Catch Basins	3200L.F.	\$18.50	\$59200.00
Subtotal				\$798100.00
20% Contingency				\$159620.00
Total Construction Cost				\$957720.00

SOUTH OGDEN CITY CORPORATION**Cost Estimate****Project No. 3****Location: On 40th Street Between Washington Blvd. and Burch Creek****Description: Replace Existing Storm Drain System with New 24" Diameter Storm Drain Pipe**

Item	Description	Quantity	Unit Price	Total
1	Furnish and Install 21" Diameter RCP Storm Drain Pipe	500L.F.	\$100.00	\$50000.00
2	Furnish and Install 24" Diameter RCP Storm Drain Pipe	900L.F.	\$130.00	\$117000.00
3	Furnish and Install 4' Diameter Manhole w/ Ring, Cover and Concrete Collar	5Each	\$5500.00	\$27500.00
4	Furnish and Install 5' Diameter Manhole w/ Ring, Cover and Concrete Collar	7Each	\$6100.00	\$42700.00
5	Furnish and Install Inlet Box	12Each	\$2450.00	\$29400.00
6	Connect to Existing Storm Drain Pipe	2Each	\$1225.00	\$2450.00
7	Furnish and Install 3" Minus Granular Backfill:	2400Tons	\$18.40	\$44160.00
8	Furnish and Install Asphalt Trench Patch	250Tons	\$110.00	\$27500.00
9	Remove and Dispose of Existing Storm Drain Pipe and Catch Basins	1400L.F.	\$18.40	\$25760.00
Subtotal				\$366470.00
20% Contingency				\$73294.00
Total Construction Cost				\$439764.00

SOUTH OGDEN CITY CORPORATION**Cost Estimate****Project No. 4****Location:** On 675 East Between Bel Mar Drive and 36th Street and on 36th Street Between 675 East and Jefferson Avenue**Description:** Replace Existing Storm Drain System with New 24" and 30" Diameter Pipes

Item	Description	Quantity	Unit Price	Total
1	Furnish and Install 24" Diameter RCP Storm Drain Pipe	650L.F.	\$130.00	\$84500.00
2	Furnish and Install 30" Diameter RCP Storm Drain Pipe	600L.F.	\$160.00	\$96000.00
3	Furnish and Install 4' Diameter Manhole w/ Ring, Cover and Concrete Collar	4Each	\$5500.00	\$22000.00
4	Furnish and Install 5' Diameter Manhole w/ Ring, Cover and Concrete Collar	3Each	\$6100.00	\$18300.00
5	Furnish and Install Inlet Box	8Each	\$2450.00	\$19600.00
6	Connect to Existing Storm Drain Pipe	2Each	\$2100.00	\$4200.00
7	Furnish and Install 3" Minus Granular Backfill:	2100Tons	\$18.50	\$38850.00
8	Furnish and Install Asphalt Trench Patch	200Tons	\$110.00	\$22000.00
9	Remove and Dispose of Existing Storm Drain Pipe and Catch Basins	1250L.F.	\$18.50	\$23125.00
Subtotal				\$328575.00
20% Contingency				\$65715.00
Total Construction Cost				\$394290.00

SOUTH OGDEN CITY CORPORATION**Cost Estimate****Project No. 5****Location:** On Combe Road, Woodshire Court and 5665 South**Description:** Replace Existing Storm Drain Pipe with a new 15" Diameter Storm Drain Pipe

Item	Description	Quantity	Unit Price	Total
1	Furnish and Install 15" Diameter RCP Storm Drain Pipe	1000L.F.	\$80.00	\$80000.00
2	Furnish and Install 4' Diameter Manhole w/ Ring, Cover and Concrete Collar	4Each	\$5500.00	\$22000.00
3	Furnish and Install 5' Diameter Manhole w/ Ring, Cover and Concrete Collar	4Each	\$6100.00	\$24400.00
4	Furnish and Install Inlet Box	8Each	\$2550.00	\$20400.00
5	Connect to Existing Storm Drain Pipe	2Each	\$1320.00	\$2640.00
6	Furnish and Install 3" Minus Granular Backfill:	1000Tons	\$21.50	\$21500.00
7	Furnish and Install Asphalt Trench Patch	100Tons	\$110.00	\$11000.00
8	Remove and Dispose of Existing Storm Drain Pipe and Catch Basins	500L.F.	\$21.50	\$10750.00
Subtotal				\$192690.00
20% Contingency				\$38538.00
Total Construction Cost				\$231228.00

Item	Description	Quantity	Unit Price	Total
1	Line an existing 18" CMP	500L.F.	\$250.00	\$125000.00
2	Asphalt, Curb and Sidewalk Repair	1L.S.	\$5000.00	\$5000.00
3	Landscape and Sprinkler Repair	2400S.F.	\$6.00	\$14400.00
Subtotal				\$144400.00
20% Contingency				\$28880.00
Total Construction Cost				\$173280.00

SOUTH OGDEN CITY CORPORATION**Cost Estimate****Project No. 7****Location:** On Madison Avenue Between Edgewood Drive and 4650 South Street**Description:** Furnish and Install New 15" Storm Drain Pipe and Connect to Existing Storm Drain System on Madison Avenue

Item	Description	Quantity	Unit Price	Total
1	Furnish and Install 15" Diameter RCP Storm Drain Pipe	1675L.F.	\$80.00	\$134000.00
2	Furnish and Install 4' Diameter Manhole w/ Ring, Cover and Concrete Collar	4Each	\$5500.00	\$22000.00
3	Furnish and Install 5' Diameter Manhole w/ Ring, Cover and Concrete Collar	5Each	\$6100.00	\$30500.00
4	Furnish and Install Inlet Box	18Each	\$2450.00	\$44100.00
5	Connect to Existing Storm Drain Pipe	1Each	\$1220.00	\$1220.00
6	Furnish and Install 3" Minus Granular Backfill	2200Tons	\$18.50	\$40700.00
7	Furnish and Install Asphalt Trench Patch	200Tons	\$110.00	\$22000.00
8	Remove and Dispose of Existing Pipe and Catch Basins	300L.F.	\$18.50	\$5550.00
Subtotal				\$300070.00
20% Contingency				\$60014.00
Total Construction Cost				\$360084.00

SOUTH OGDEN CITY CORPORATION**Cost Estimate****Project No. 8****Location:** On Porter Avenue Between 36th Street and 37th Street and on 36th Street Between Porter Avenue and Adams Avenue**Description:** Replace Existing Storm Drain System with New 18" and 21" Diameter Storm Drain Pipes

Item	Description	Quantity	Unit Price	Total
1	Furnish and Install 18" Diameter RCP Storm Drain Pipe	700L.F.	\$90.00	\$63000.00
2	Furnish and Install 21" Diameter RCP Storm Drain Pipe	500L.F.	\$100.00	\$50000.00
3	Furnish and Install 4' Diameter Manhole w/ Ring, Cover and Concrete Collar	3Each	\$5500.00	\$16500.00
4	Furnish and Install 5' Diameter Manhole w/ Ring, Cover and Concrete Collar	5Each	\$6100.00	\$30500.00
5	Furnish and Install Inlet Box	12Each	\$2450.00	\$29400.00
6	Connect to Existing Storm Drain Pipe	3Each	\$1250.00	\$3750.00
7	Furnish and Install 3" Minus Granular Backfill	2520Tons	\$18.50	\$46620.00
8	Furnish and Install Asphalt Trench Patch	200Tons	\$110.00	\$22000.00
9	Remove and Dispose of Existing Pipe and Inlet Boxes	1200L.F.	\$18.50	\$22200.00
Subtotal				\$283970.00
20% Contingency				\$56794.00
Total Construction Cost				\$340764.00

SOUTH OGDEN CITY CORPORATION**Cost Estimate****Project No. 9****Location: On 5700 East Between 1050 East and the Racquet Club****Description: Furnish and Install New 15" Storm Drain Connect to Existing Storm Drain and Divert Flow Down 45th Street**

Item	Description	Quantity	Unit Price	Total
1	Furnish and Install 15" Diameter RCP Storm Drain Pipe	750L.F.	\$80.00	\$60000.00
2	Furnish and Install 4' Diameter Manhole w/ Ring, Cover and Concrete Collar	4Each	\$5500.00	\$22000.00
3	Furnish and Install 5' Diameter Manhole w/ Ring, Cover and Concrete Collar	1Each	\$6100.00	\$6100.00
4	Furnish and Install Inlet Box	8Each	\$2450.00	\$19600.00
5	Connect to Existing Storm Drain Pipe	1Each	\$1250.00	\$1250.00
6	Furnish and Install 3" Minus Granular Backfill	900Tons	\$18.50	\$16650.00
7	Furnish and Install Asphalt Trench Patch	100Tons	\$110.00	\$11000.00
Subtotal				\$136600.00
20% Contingency				\$27320.00
Total Construction Cost				\$163920.00

SOUTH OGDEN CITY CORPORATION**Cost Estimate****Project No. 10**

Location: On Village Way Between Willow Wood Lane and 5775 South Street

Description: Furnish and Install New 15" Diameter Storm Drain Pipe

Item	Description	Quantity	Unit Price	Total
1	Furnish and Install 15" Diameter RCP Storm Drain Pipe	850L.F.	\$80.00	\$68000.00
2	Furnish and Install 4' Diameter Manhole w/ Ring, Cover and Concrete Collar	4Each	\$5500.00	\$22000.00
3	Furnish and Install 5' Diameter Manhole w/ Ring, Cover and Concrete Collar	1Each	\$6100.00	\$6100.00
4	Furnish and Install Inlet Box	12Each	\$2450.00	\$29400.00
5	Connect to Existing Storm Drain Pipe	1Each	\$1250.00	\$1250.00
6	Furnish and Install 3" Minus Granular Backfill:	1300Tons	\$18.50	\$24050.00
7	Furnish and Install Asphalt Trench Patch	150Tons	\$110.00	\$16500.00
Subtotal				\$167300.00
20% Contingency				\$33460.00
Total Construction Cost				\$200760.00

SOUTH OGDEN CITY CORPORATION Cost Estimate Project No. 11 Location: Ben Lomond Avenue From 875 East to Chambers Avenue Description: Furnish and Install New 15" Diameter Storm Drain Pipe
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Item	Description	Quantity	Unit Price	Total
1	Furnish and Install 15" Diameter RCP Storm Drain Pipe	1300L.F.	\$80.00	\$104000.00
2	Furnish and Install 4' Diameter Manhole w/ Ring, Cover and Concrete Collar	4Each	\$5500.00	\$22000.00
3	Furnish and Install 5' Diameter Manhole w/ Ring, Cover and Concrete Collar	3Each	\$6100.00	\$18300.00
4	Furnish and Install Inlet Box	12Each	\$2450.00	\$29400.00
5	Connect to Existing Storm Drain Pipe	2Each	\$1250.00	\$2500.00
6	Furnish and Install 3" Minus Granular Backfill:	1650Tons	\$18.50	\$30525.00
7	Furnish and Install Asphalt Trench Patch	175Tons	\$110.00	\$19250.00
Subtotal				\$225975.00
20% Contingency				\$45195.00
Total Construction Cost				\$271170.00

Item	Description	Quantity	Unit Price	Total
1	Remove Existing Cobble Rock	1L.S.	\$8500.00	\$8500.00
2	Regrade Pond Surface	4Each	\$5500.00	\$22000.00
3	Install new Landscaping	1L.S.	\$20000.00	\$20000.00
4	Reconstruct Outlet Structure	1L.S.	\$3500.00	\$3500.00
Subtotal				\$54000.00
20% Contingency				\$10800.00
Total Construction Cost				\$64800.00

APPENDIX C
IMPACT FEE ACT

Chapter 36a Impact Fees Act

Part 1 General Provisions

11-36a-101 Title.

This chapter is known as the "Impact Fees Act."

Enacted by Chapter 47, 2011 General Session

11-36a-102 Definitions.

As used in this chapter:

- (1)
 - (a) "Affected entity" means each county, municipality, local district under Title 17B, Limited Purpose Local Government Entities - Local Districts, special service district under Title 17D, Chapter 1, Special Service District Act, school district, interlocal cooperation entity established under Chapter 13, Interlocal Cooperation Act, and specified public utility:
 - (i) whose services or facilities are likely to require expansion or significant modification because of the facilities proposed in the proposed impact fee facilities plan; or
 - (ii) that has filed with the local political subdivision or private entity a copy of the general or long-range plan of the county, municipality, local district, special service district, school district, interlocal cooperation entity, or specified public utility.
 - (b) "Affected entity" does not include the local political subdivision or private entity that is required under Section 11-36a-501 to provide notice.
- (2) "Charter school" includes:
 - (a) an operating charter school;
 - (b) an applicant for a charter school whose application has been approved by a charter school authorizer as provided in Title 53G, Chapter 5, Part 6, Charter School Credit Enhancement Program; and
 - (c) an entity that is working on behalf of a charter school or approved charter applicant to develop or construct a charter school building.
- (3) "Development activity" means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.
- (4) "Development approval" means:
 - (a) except as provided in Subsection (4)(b), any written authorization from a local political subdivision that authorizes the commencement of development activity;
 - (b) development activity, for a public entity that may develop without written authorization from a local political subdivision;
 - (c) a written authorization from a public water supplier, as defined in Section 73-1-4, or a private water company:
 - (i) to reserve or provide:
 - (A) a water right;
 - (B) a system capacity; or
 - (C) a distribution facility; or
 - (ii) to deliver for a development activity:

- (A) culinary water; or
- (B) irrigation water; or
- (d) a written authorization from a sanitary sewer authority, as defined in Section 10-9a-103:
 - (i) to reserve or provide:
 - (A) sewer collection capacity; or
 - (B) treatment capacity; or
 - (ii) to provide sewer service for a development activity.
- (5) "Enactment" means:
 - (a) a municipal ordinance, for a municipality;
 - (b) a county ordinance, for a county; and
 - (c) a governing board resolution, for a local district, special service district, or private entity.
- (6) "Encumber" means:
 - (a) a pledge to retire a debt; or
 - (b) an allocation to a current purchase order or contract.
- (7) "Expense for overhead" means a cost that a local political subdivision or private entity:
 - (a) incurs in connection with:
 - (i) developing an impact fee facilities plan;
 - (ii) developing an impact fee analysis; or
 - (iii) imposing an impact fee, including any related overhead expenses; and
 - (b) calculates in accordance with a methodology that is consistent with generally accepted cost accounting practices.
- (8) "Hookup fee" means a fee for the installation and inspection of any pipe, line, meter, or appurtenance to connect to a gas, water, sewer, storm water, power, or other utility system of a municipality, county, local district, special service district, or private entity.
- (9)
 - (a) "Impact fee" means a payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure.
 - (b) "Impact fee" does not mean a tax, a special assessment, a building permit fee, a hookup fee, a fee for project improvements, or other reasonable permit or application fee.
- (10) "Impact fee analysis" means the written analysis of each impact fee required by Section 11-36a-303.
- (11) "Impact fee facilities plan" means the plan required by Section 11-36a-301.
- (12) "Level of service" means the defined performance standard or unit of demand for each capital component of a public facility within a service area.
- (13)
 - (a) "Local political subdivision" means a county, a municipality, a local district under Title 17B, Limited Purpose Local Government Entities - Local Districts, or a special service district under Title 17D, Chapter 1, Special Service District Act.
 - (b) "Local political subdivision" does not mean a school district, whose impact fee activity is governed by Section 11-36a-206.
- (14) "Private entity" means an entity in private ownership with at least 100 individual shareholders, customers, or connections, that is located in a first, second, third, or fourth class county and provides water to an applicant for development approval who is required to obtain water from the private entity either as a:
 - (a) specific condition of development approval by a local political subdivision acting pursuant to a prior agreement, whether written or unwritten, with the private entity; or
 - (b) functional condition of development approval because the private entity:

- (i) has no reasonably equivalent competition in the immediate market; and
 - (ii) is the only realistic source of water for the applicant's development.
- (15)
 - (a) "Project improvements" means site improvements and facilities that are:
 - (i) planned and designed to provide service for development resulting from a development activity;
 - (ii) necessary for the use and convenience of the occupants or users of development resulting from a development activity; and
 - (iii) not identified or reimbursed as a system improvement.
 - (b) "Project improvements" does not mean system improvements.
- (16) "Proportionate share" means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any development activity.
- (17) "Public facilities" means only the following impact fee facilities that have a life expectancy of 10 or more years and are owned or operated by or on behalf of a local political subdivision or private entity:
 - (a) water rights and water supply, treatment, storage, and distribution facilities;
 - (b) wastewater collection and treatment facilities;
 - (c) storm water, drainage, and flood control facilities;
 - (d) municipal power facilities;
 - (e) roadway facilities;
 - (f) parks, recreation facilities, open space, and trails;
 - (g) public safety facilities;
 - (h) environmental mitigation as provided in Section 11-36a-205; or
 - (i) municipal natural gas facilities.
- (18)
 - (a) "Public safety facility" means:
 - (i) a building constructed or leased to house police, fire, or other public safety entities; or
 - (ii) a fire suppression vehicle costing in excess of \$500,000.
 - (b) "Public safety facility" does not mean a jail, prison, or other place of involuntary incarceration.
- (19)
 - (a) "Roadway facilities" means a street or road that has been designated on an officially adopted subdivision plat, roadway plan, or general plan of a political subdivision, together with all necessary appurtenances.
 - (b) "Roadway facilities" includes associated improvements to a federal or state roadway only when the associated improvements:
 - (i) are necessitated by the new development; and
 - (ii) are not funded by the state or federal government.
 - (c) "Roadway facilities" does not mean federal or state roadways.
- (20)
 - (a) "Service area" means a geographic area designated by an entity that imposes an impact fee on the basis of sound planning or engineering principles in which a public facility, or a defined set of public facilities, provides service within the area.
 - (b) "Service area" may include the entire local political subdivision or an entire area served by a private entity.
- (21) "Specified public agency" means:
 - (a) the state;
 - (b) a school district; or

- (c) a charter school.
- (22)
 - (a) "System improvements" means:
 - (i) existing public facilities that are:
 - (A) identified in the impact fee analysis under Section 11-36a-304; and
 - (B) designed to provide services to service areas within the community at large; and
 - (ii) future public facilities identified in the impact fee analysis under Section 11-36a-304 that are intended to provide services to service areas within the community at large.
 - (b) "System improvements" does not mean project improvements.

Amended by Chapter 35, 2021 General Session

Part 2

Impact Fees

11-36a-201 Impact fees.

- (1) A local political subdivision or private entity shall ensure that any imposed impact fees comply with the requirements of this chapter.
- (2) A local political subdivision and private entity may establish impact fees only for those public facilities defined in Section 11-36a-102.
- (3) Nothing in this chapter may be construed to repeal or otherwise eliminate an impact fee in effect on the effective date of this chapter that is pledged as a source of revenues to pay bonded indebtedness that was incurred before the effective date of this chapter.

Enacted by Chapter 47, 2011 General Session

11-36a-202 Prohibitions on impact fees.

- (1) A local political subdivision or private entity may not:
 - (a) impose an impact fee to:
 - (i) cure deficiencies in a public facility serving existing development;
 - (ii) raise the established level of service of a public facility serving existing development; or
 - (iii) recoup more than the local political subdivision's or private entity's costs actually incurred for excess capacity in an existing system improvement;
 - (b) delay the construction of a school or charter school because of a dispute with the school or charter school over impact fees; or
 - (c) impose or charge any other fees as a condition of development approval unless those fees are a reasonable charge for the service provided.
- (2)
 - (a) Notwithstanding any other provision of this chapter, a political subdivision or private entity may not impose an impact fee:
 - (i) on residential components of development to pay for a public safety facility that is a fire suppression vehicle;
 - (ii) on a school district or charter school for a park, recreation facility, open space, or trail;
 - (iii) on a school district or charter school unless:

- (A) the development resulting from the school district's or charter school's development activity directly results in a need for additional system improvements for which the impact fee is imposed; and
 - (B) the impact fee is calculated to cover only the school district's or charter school's proportionate share of the cost of those additional system improvements;
 - (iv) to the extent that the impact fee includes a component for a law enforcement facility, on development activity for:
 - (A) the Utah National Guard;
 - (B) the Utah Highway Patrol; or
 - (C) a state institution of higher education that has its own police force; or
 - (v) on development activity on the state fair park, as defined in Section 63H-6-102.
- (b)
- (i) Notwithstanding any other provision of this chapter, a political subdivision or private entity may not impose an impact fee on development activity that consists of the construction of a school, whether by a school district or a charter school, if:
 - (A) the school is intended to replace another school, whether on the same or a different parcel;
 - (B) the new school creates no greater demand or need for public facilities than the school or school facilities, including any portable or modular classrooms that are on the site of the replaced school at the time that the new school is proposed; and
 - (C) the new school and the school being replaced are both within the boundary of the local political subdivision or the jurisdiction of the private entity.
 - (ii) If the imposition of an impact fee on a new school is not prohibited under Subsection (2)(b)
 - (i) because the new school creates a greater demand or need for public facilities than the school being replaced, the impact fee shall be based only on the demand or need that the new school creates for public facilities that exceeds the demand or need that the school being replaced creates for those public facilities.
- (c) Notwithstanding any other provision of this chapter, a political subdivision or private entity may impose an impact fee for a road facility on the state only if and to the extent that:
- (i) the state's development causes an impact on the road facility; and
 - (ii) the portion of the road facility related to an impact fee is not funded by the state or by the federal government.
- (3) Notwithstanding any other provision of this chapter, a local political subdivision may impose and collect impact fees on behalf of a school district if authorized by Section 11-36a-206.

Amended by Chapter 35, 2021 General Session

11-36a-203 Private entity assessment of impact fees -- Charges for water rights, physical infrastructure -- Notice -- Audit.

- (1) A private entity:
 - (a) shall comply with the requirements of this chapter before imposing an impact fee; and
 - (b) except as otherwise specified in this chapter, is subject to the same requirements of this chapter as a local political subdivision.
- (2) A private entity may only impose a charge for water rights or physical infrastructure necessary to provide water or sewer facilities by imposing an impact fee.
- (3) Where notice and hearing requirements are specified, a private entity shall comply with the notice and hearing requirements for local districts.

- (4) A private entity that assesses an impact fee under this chapter is subject to the audit requirements of Title 51, Chapter 2a, Accounting Reports from Political Subdivisions, Interlocal Organizations, and Other Local Entities Act.

Enacted by Chapter 47, 2011 General Session

11-36a-204 Other names for impact fees.

- (1) A fee that meets the definition of impact fee under Section 11-36a-102 is an impact fee subject to this chapter, regardless of what term the local political subdivision or private entity uses to refer to the fee.
- (2) A local political subdivision or private entity may not avoid application of this chapter to a fee that meets the definition of an impact fee under Section 11-36a-102 by referring to the fee by another name.

Enacted by Chapter 47, 2011 General Session

11-36a-205 Environmental mitigation impact fees.

Notwithstanding the requirements and prohibitions of this chapter, a local political subdivision may impose and assess an impact fee for environmental mitigation when:

- (1) the local political subdivision has formally agreed to fund a Habitat Conservation Plan to resolve conflicts with the Endangered Species Act of 1973, 16 U.S.C. Sec. 1531, et seq. or other state or federal environmental law or regulation;
- (2) the impact fee bears a reasonable relationship to the environmental mitigation required by the Habitat Conservation Plan; and
- (3) the legislative body of the local political subdivision adopts an ordinance or resolution:
 - (a) declaring that an impact fee is required to finance the Habitat Conservation Plan;
 - (b) establishing periodic sunset dates for the impact fee; and
 - (c) requiring the legislative body to:
 - (i) review the impact fee on those sunset dates;
 - (ii) determine whether or not the impact fee is still required to finance the Habitat Conservation Plan; and
 - (iii) affirmatively reauthorize the impact fee if the legislative body finds that the impact fee must remain in effect.

Enacted by Chapter 47, 2011 General Session

11-36a-206 Prohibition of school impact fees.

- (1) As used in this section, "school impact fee" means a charge on new development in order to generate revenue for funding or recouping the costs of capital improvements for schools or school facility expansions necessitated by and attributable to the new development.
- (2) Beginning March 21, 1995, there is a moratorium prohibiting a county, city, town, local school board, or any other political subdivision from imposing or collecting a school impact fee unless hereafter authorized by the Legislature by statute.
- (3) Collection of any fees authorized before March 21, 1995, by any ordinance, resolution or rule of any county, city, town, local school board, or other political subdivision shall terminate on May 1, 1996, unless hereafter authorized by the Legislature by statute.

Renumbered and Amended by Chapter 3, 2018 General Session

Part 3

Establishing an Impact Fee

11-36a-301 Impact fee facilities plan.

- (1) Before imposing an impact fee, each local political subdivision or private entity shall, except as provided in Subsection (3), prepare an impact fee facilities plan to determine the public facilities required to serve development resulting from new development activity.
- (2) A municipality or county need not prepare a separate impact fee facilities plan if the general plan required by Section 10-9a-401 or 17-27a-401, respectively, contains the elements required by Section 11-36a-302.
- (3) A local political subdivision or a private entity with a population, or serving a population, of less than 5,000 as of the last federal census that charges impact fees of less than \$250,000 annually need not comply with the impact fee facilities plan requirements of this part, but shall ensure that:
 - (a) the impact fees that the local political subdivision or private entity imposes are based upon a reasonable plan that otherwise complies with the common law and this chapter; and
 - (b) each applicable notice required by this chapter is given.

Amended by Chapter 200, 2013 General Session

11-36a-302 Impact fee facilities plan requirements -- Limitations -- School district or charter school.

- (1)
 - (a) An impact fee facilities plan shall:
 - (i) identify the existing level of service;
 - (ii) subject to Subsection (1)(c), establish a proposed level of service;
 - (iii) identify any excess capacity to accommodate future growth at the proposed level of service;
 - (iv) identify demands placed upon existing public facilities by new development activity at the proposed level of service; and
 - (v) identify the means by which the political subdivision or private entity will meet those growth demands.
 - (b) A proposed level of service may diminish or equal the existing level of service.
 - (c) A proposed level of service may:
 - (i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or
 - (ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.
- (2) In preparing an impact fee facilities plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements, including:
 - (a) grants;
 - (b) bonds;

- (c) interfund loans;
 - (d) impact fees; and
 - (e) anticipated or accepted dedications of system improvements.
- (3) A local political subdivision or private entity may only impose impact fees on development activities when the local political subdivision's or private entity's plan for financing system improvements establishes that impact fees are necessary to maintain a proposed level of service that complies with Subsection (1)(b) or (c).
- (4)
- (a) Subject to Subsection (4)(c), the impact fee facilities plan shall include a public facility for which an impact fee may be charged or required for a school district or charter school if the local political subdivision is aware of the planned location of the school district facility or charter school:
 - (i) through the planning process; or
 - (ii) after receiving a written request from a school district or charter school that the public facility be included in the impact fee facilities plan.
 - (b) If necessary, a local political subdivision or private entity shall amend the impact fee facilities plan to reflect a public facility described in Subsection (4)(a).
 - (c)
 - (i) In accordance with Subsections 10-9a-305(3) and 17-27a-305(3), a local political subdivision may not require a school district or charter school to participate in the cost of any roadway or sidewalk.
 - (ii) Notwithstanding Subsection (4)(c)(i), if a school district or charter school agrees to build a roadway or sidewalk, the roadway or sidewalk shall be included in the impact fee facilities plan if the local jurisdiction has an impact fee facilities plan for roads and sidewalks.

Amended by Chapter 200, 2013 General Session

11-36a-303 Impact fee analysis.

- (1) Subject to the notice requirements of Section 11-36a-504, each local political subdivision or private entity intending to impose an impact fee shall prepare a written analysis of each impact fee.
- (2) Each local political subdivision or private entity that prepares an impact fee analysis under Subsection (1) shall also prepare a summary of the impact fee analysis designed to be understood by a lay person.

Enacted by Chapter 47, 2011 General Session

11-36a-304 Impact fee analysis requirements.

- (1) An impact fee analysis shall:
 - (a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
 - (b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
 - (c) subject to Subsection (2), demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;
 - (d) estimate the proportionate share of:
 - (i) the costs for existing capacity that will be recouped; and

- (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and
 - (e) based on the requirements of this chapter, identify how the impact fee was calculated.
- (2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:
- (a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
 - (b) the cost of system improvements for each public facility;
 - (c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
 - (d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;
 - (e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;
 - (f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
 - (g) extraordinary costs, if any, in servicing the newly developed properties; and
 - (h) the time-price differential inherent in fair comparisons of amounts paid at different times.

Enacted by Chapter 47, 2011 General Session

11-36a-305 Calculating impact fees.

- (1) In calculating an impact fee, a local political subdivision or private entity may include:
- (a) the construction contract price;
 - (b) the cost of acquiring land, improvements, materials, and fixtures;
 - (c) for services provided for and directly related to the construction of the system improvements, the cost for planning and surveying, and engineering fees;
 - (d) for a political subdivision, debt service charges, if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes, or other obligations issued to finance the costs of the system improvements; and
 - (e) one or more expenses for overhead.
- (2) In calculating an impact fee, each local political subdivision or private entity shall base amounts calculated under Subsection (1) on realistic estimates, and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

Amended by Chapter 35, 2021 General Session

11-36a-306 Certification of impact fee analysis.

- (1) An impact fee facilities plan shall include a written certification from the person or entity that prepares the impact fee facilities plan that states the following:
- "I certify that the attached impact fee facilities plan:
- 1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or

- c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
 - 2. does not include:
 - a. costs of operation and maintenance of public facilities; or
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; and
 - 3. complies in each and every relevant respect with the Impact Fees Act."
- (2) An impact fee analysis shall include a written certification from the person or entity that prepares the impact fee analysis which states as follows:
- "I certify that the attached impact fee analysis:
- 1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
 - 2. does not include:
 - a. costs of operation and maintenance of public facilities; or
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - 3. offsets costs with grants or other alternate sources of payment; and
 - 4. complies in each and every relevant respect with the Impact Fees Act."

Amended by Chapter 35, 2021 General Session

Part 4

Enactment of Impact Fees

11-36a-401 Impact fee enactment.

- (1)
 - (a) A local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402.
 - (b) An impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysis.
- (2) An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Enacted by Chapter 47, 2011 General Session

11-36a-402 Required provisions of impact fee enactment.

- (1) A local political subdivision or private entity shall ensure, in addition to the requirements described in Subsections (2) and (3), that an impact fee enactment contains:
 - (a) a provision establishing one or more service areas within which the local political subdivision or private entity calculates and imposes impact fees for various land use categories;
 - (b)
 - (i) a schedule of impact fees for each type of development activity that specifies the amount of the impact fee to be imposed for each type of system improvement; or

- (ii) the formula that the local political subdivision or private entity, as the case may be, will use to calculate each impact fee;
 - (c) a provision authorizing the local political subdivision or private entity, as the case may be, to adjust the standard impact fee at the time the fee is charged to:
 - (i) respond to:
 - (A) unusual circumstances in specific cases; or
 - (B) a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected; and
 - (ii) ensure that the impact fees are imposed fairly; and
 - (d) a provision governing calculation of the amount of the impact fee to be imposed on a particular development that permits adjustment of the amount of the impact fee based upon studies and data submitted by the developer.
- (2) A local political subdivision or private entity shall ensure that an impact fee enactment allows a developer, including a school district or a charter school, to receive a credit against or proportionate reimbursement of an impact fee if the developer:
- (a) dedicates land for a system improvement;
 - (b) builds and dedicates some or all of a system improvement; or
 - (c) dedicates a public facility that the local political subdivision or private entity and the developer agree will reduce the need for a system improvement.
- (3) A local political subdivision or private entity shall include a provision in an impact fee enactment that requires a credit against impact fees for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
- (a) are system improvements; or
 - (b)
 - (i) are dedicated to the public; and
 - (ii) offset the need for an identified system improvement.

Enacted by Chapter 47, 2011 General Session

11-36a-403 Other provisions of impact fee enactment.

- (1) A local political subdivision or private entity may include a provision in an impact fee enactment that:
- (a) provides an impact fee exemption for:
 - (i) development activity attributable to:
 - (A) low income housing;
 - (B) the state;
 - (C) subject to Subsection (2), a school district; or
 - (D) subject to Subsection (2), a charter school; or
 - (ii) other development activity with a broad public purpose; and
 - (b) except for an exemption under Subsection (1)(a)(i)(A), establishes one or more sources of funds other than impact fees to pay for that development activity.
- (2) An impact fee enactment that provides an impact fee exemption for development activity attributable to a school district or charter school shall allow either a school district or a charter school to qualify for the exemption on the same basis.
- (3) An impact fee enactment that repeals or suspends the collection of impact fees is exempt from the notice requirements of Section 11-36a-504.

Enacted by Chapter 47, 2011 General Session

Part 5 Notice

11-36a-501 Notice of intent to prepare an impact fee facilities plan.

- (1) Before preparing or amending an impact fee facilities plan, a local political subdivision or private entity shall provide written notice of its intent to prepare or amend an impact fee facilities plan.
- (2) A notice required under Subsection (1) shall:
 - (a) indicate that the local political subdivision or private entity intends to prepare or amend an impact fee facilities plan;
 - (b) describe or provide a map of the geographic area where the proposed impact fee facilities will be located; and
 - (c) subject to Subsection (3), be posted on the Utah Public Notice Website created under Section 63A-16-601.
- (3) For a private entity required to post notice on the Utah Public Notice Website under Subsection (2)(c):
 - (a) the private entity shall give notice to the general purpose local government in which the private entity's private business office is located; and
 - (b) the general purpose local government described in Subsection (3)(a) shall post the notice on the Utah Public Notice Website.

Amended by Chapter 84, 2021 General Session

Amended by Chapter 344, 2021 General Session

11-36a-502 Notice to adopt or amend an impact fee facilities plan.

- (1) If a local political subdivision chooses to prepare an independent impact fee facilities plan rather than include an impact fee facilities element in the general plan in accordance with Section 11-36a-301, the local political subdivision shall, before adopting or amending the impact fee facilities plan:
 - (a) give public notice, in accordance with Subsection (2), of the plan or amendment at least 10 days before the day on which the public hearing described in Subsection (1)(d) is scheduled;
 - (b) make a copy of the plan or amendment, together with a summary designed to be understood by a lay person, available to the public;
 - (c) place a copy of the plan or amendment and summary in each public library within the local political subdivision; and
 - (d) hold a public hearing to hear public comment on the plan or amendment.
- (2) With respect to the public notice required under Subsection (1)(a):
 - (a) each municipality shall comply with the notice and hearing requirements of, and, except as provided in Subsection 11-36a-701(3)(b)(ii), receive the protections of Sections 10-9a-205 and 10-9a-801 and Subsection 10-9a-502(2);
 - (b) each county shall comply with the notice and hearing requirements of, and, except as provided in Subsection 11-36a-701(3)(b)(ii), receive the protections of Sections 17-27a-205 and 17-27a-801 and Subsection 17-27a-502(2); and
 - (c) each local district, special service district, and private entity shall comply with the notice and hearing requirements of, and receive the protections of, Section 17B-1-111.

- (3) Nothing contained in this section or Section 11-36a-503 may be construed to require involvement by a planning commission in the impact fee facilities planning process.

Enacted by Chapter 47, 2011 General Session

11-36a-503 Notice of preparation of an impact fee analysis.

- (1) Before preparing or contracting to prepare an impact fee analysis, each local political subdivision or, subject to Subsection (2), private entity shall post a public notice on the Utah Public Notice Website created under Section 63A-16-601.
- (2) For a private entity required to post notice on the Utah Public Notice Website under Subsection (1):
- (a) the private entity shall give notice to the general purpose local government in which the private entity's primary business is located; and
 - (b) the general purpose local government described in Subsection (2)(a) shall post the notice on the Utah Public Notice Website.

Amended by Chapter 84, 2021 General Session

Amended by Chapter 345, 2021 General Session

11-36a-504 Notice of intent to adopt impact fee enactment -- Hearing -- Protections.

- (1) Before adopting an impact fee enactment:
- (a) a municipality legislative body shall:
 - (i) comply with the notice requirements of Section 10-9a-205 as if the impact fee enactment were a land use regulation;
 - (ii) hold a hearing in accordance with Section 10-9a-502 as if the impact fee enactment were a land use regulation; and
 - (iii) except as provided in Subsection 11-36a-701(3)(b)(ii), receive the protections of Section 10-9a-801 as if the impact fee were a land use regulation;
 - (b) a county legislative body shall:
 - (i) comply with the notice requirements of Section 17-27a-205 as if the impact fee enactment were a land use regulation;
 - (ii) hold a hearing in accordance with Section 17-27a-502 as if the impact fee enactment were a land use regulation; and
 - (iii) except as provided in Subsection 11-36a-701(3)(b)(ii), receive the protections of Section 17-27a-801 as if the impact fee were a land use regulation;
 - (c) a local district or special service district shall:
 - (i) comply with the notice and hearing requirements of Section 17B-1-111; and
 - (ii) receive the protections of Section 17B-1-111;
 - (d) a local political subdivision shall at least 10 days before the day on which a public hearing is scheduled in accordance with this section:
 - (i) make a copy of the impact fee enactment available to the public; and
 - (ii) post notice of the local political subdivision's intent to enact or modify the impact fee, specifying the type of impact fee being enacted or modified, on the Utah Public Notice Website created under Section 63A-16-601; and
 - (e) a local political subdivision shall submit a copy of the impact fee analysis and a copy of the summary of the impact fee analysis prepared in accordance with Section 11-36a-303 on its website or to each public library within the local political subdivision.

- (2) Subsection (1)(a) or (b) may not be construed to require involvement by a planning commission in the impact fee enactment process.

Amended by Chapter 84, 2021 General Session
Amended by Chapter 345, 2021 General Session

Part 6

Impact Fee Proceeds

11-36a-601 Accounting of impact fees.

A local political subdivision that collects an impact fee shall:

- (1) establish a separate interest bearing ledger account for each type of public facility for which an impact fee is collected;
- (2) deposit a receipt for an impact fee in the appropriate ledger account established under Subsection (1);
- (3) retain the interest earned on each fund or ledger account in the fund or ledger account;
- (4) at the end of each fiscal year, prepare a report that:
 - (a) for each fund or ledger account, shows:
 - (i) the source and amount of all money collected, earned, and received by the fund or ledger account during the fiscal year; and
 - (ii) each expenditure from the fund or ledger account;
 - (b) accounts for all impact fee funds that the local political subdivision has on hand at the end of the fiscal year;
 - (c) identifies the impact fee funds described in Subsection (4)(b) by:
 - (i) the year in which the impact fee funds were received;
 - (ii) the project from which the impact fee funds were collected;
 - (iii) the project for which the impact fee funds are budgeted; and
 - (iv) the projected schedule for expenditure; and
 - (d) is:
 - (i) in a format developed by the state auditor;
 - (ii) certified by the local political subdivision's chief financial officer; and
 - (iii) transmitted to the state auditor within 180 days after the day on which the fiscal year ends.

Amended by Chapter 394, 2017 General Session

11-36a-602 Expenditure of impact fees.

- (1) A local political subdivision may expend impact fees only for a system improvement:
 - (a) identified in the impact fee facilities plan; and
 - (b) for the specific public facility type for which the fee was collected.
- (2)
 - (a) Except as provided in Subsection (2)(b), a local political subdivision shall expend or encumber an impact fee collected with respect to a lot:
 - (i) for a permissible use; and
 - (ii) within six years after the impact fee with respect to that lot is collected.
 - (b) A local political subdivision may hold the fees for longer than six years if it identifies, in writing:

- (i) an extraordinary and compelling reason why the fees should be held longer than six years;
and
- (ii) an absolute date by which the fees will be expended.

Amended by Chapter 190, 2017 General Session

11-36a-603 Refunds.

- (1) A local political subdivision shall refund any impact fee paid by a developer, plus interest earned, when:
 - (a) the developer does not proceed with the development activity and has filed a written request for a refund;
 - (b) the fee has not been spent or encumbered; and
 - (c) no impact has resulted.
- (2)
 - (a) As used in this Subsection (2):
 - (i) "Affected lot" means the lot or parcel with respect to which a local political subdivision collected an impact fee that is subject to a refund under this Subsection (2).
 - (ii) "Claimant" means:
 - (A) the original owner;
 - (B) the person who paid an impact fee; or
 - (C) another person who, under Subsection (2)(d), submits a timely notice of the person's valid legal claim to an impact fee refund.
 - (iii) "Original owner" means the record owner of an affected lot at the time the local political subdivision collected the impact fee.
 - (iv) "Unclaimed refund" means an impact fee that:
 - (A) is subject to refund under this Subsection (2); and
 - (B) the local political subdivision has not refunded after application of Subsections (2)(b) and (c).
 - (b) If an impact fee is not spent or encumbered in accordance with Section 11-36a-602, the local political subdivision shall, subject to Subsection (2)(c):
 - (i) refund the impact fee to:
 - (A) the original owner, if the original owner is the sole claimant; or
 - (B) to the claimants, as the claimants agree, if there are multiple claimants; or
 - (ii) interplead the impact fee refund to a court of competent jurisdiction for a determination of the entitlement to the refund, if there are multiple claimants who fail to agree on how the refund should be paid to the claimants.
 - (c) If the original owner's last known address is no longer valid at the time a local political subdivision attempts under Subsection (2)(b) to refund an impact fee to the original owner, the local political subdivision shall:
 - (i) post a notice on the local political subdivision's website, stating the local political subdivision's intent to refund the impact fee and identifying the original owner;
 - (ii) maintain the notice on the website for a period of one year; and
 - (iii) disqualify the original owner as a claimant unless the original owner submits a written request for the refund within one year after the first posting of the notice under Subsection (2)(c)(i).
 - (d)

- (i) In order to be considered as a claimant for an impact fee refund under this Subsection (2), a person, other than the original owner, shall submit a written notice of the person's valid legal claim to the impact fee refund.
- (ii) A notice under Subsection (2)(d)(i) shall:
 - (A) explain the person's valid legal claim to the refund; and
 - (B) be submitted to the local political subdivision no later than 30 days after expiration of the time specified in Subsection 11-36a-602(2) for the impact fee that is the subject of the refund.
- (e) A local political subdivision:
 - (i) may retain an unclaimed refund; and
 - (ii) shall expend any unclaimed refund on capital facilities identified in the current capital facilities plan for the type of public facility for which the impact fee was collected.

Amended by Chapter 215, 2018 General Session

Part 7

Challenges

11-36a-701 Impact fee challenge.

- (1) A person or an entity residing in or owning property within a service area, or an organization, association, or a corporation representing the interests of persons or entities owning property within a service area, has standing to file a declaratory judgment action challenging the validity of an impact fee.
- (2)
 - (a) A person or an entity required to pay an impact fee who believes the impact fee does not meet the requirements of law may file a written request for information with the local political subdivision who established the impact fee.
 - (b) Within two weeks after the receipt of the request for information under Subsection (2)(a), the local political subdivision shall provide the person or entity with the impact fee analysis, the impact fee facilities plan, and any other relevant information relating to the impact fee.
- (3)
 - (a) Subject to the time limitations described in Section 11-36a-702 and procedures set forth in Section 11-36a-703, a person or an entity that has paid an impact fee that a local political subdivision imposed may challenge:
 - (i) if the impact fee enactment was adopted on or after July 1, 2000:
 - (A) subject to Subsection (3)(b)(i) and except as provided in Subsection (3)(b)(ii), whether the local political subdivision complied with the notice requirements of this chapter with respect to the imposition of the impact fee; and
 - (B) whether the local political subdivision complied with other procedural requirements of this chapter for imposing the impact fee; and
 - (ii) except as limited by Subsection (3)(c), the impact fee.
 - (b)
 - (i) The sole remedy for a challenge under Subsection (3)(a)(i)(A) is the equitable remedy of requiring the local political subdivision to correct the defective notice and repeat the process.

- (ii) The protections given to a municipality under Section 10-9a-801 and to a county under Section 17-27a-801 do not apply in a challenge under Subsection (3)(a)(i)(A).
- (c) The sole remedy for a challenge under Subsection (3)(a)(ii) is a refund of the difference between what the person or entity paid as an impact fee and the amount the impact fee should have been if it had been correctly calculated.
- (4)
 - (a) Subject to Subsection (4)(d), if an impact fee that is the subject of an advisory opinion under Section 13-43-205 is listed as a cause of action in litigation, and that cause of action is litigated on the same facts and circumstances and is resolved consistent with the advisory opinion:
 - (i) the substantially prevailing party on that cause of action:
 - (A) may collect reasonable attorney fees and court costs pertaining to the development of that cause of action from the date of the delivery of the advisory opinion to the date of the court's resolution; and
 - (B) shall be refunded an impact fee held to be in violation of this chapter, based on the difference between the impact fee paid and what the impact fee should have been if the local political subdivision had correctly calculated the impact fee; and
 - (ii) in accordance with Section 13-43-206, a local political subdivision shall refund an impact fee held to be in violation of this chapter to the person who was in record title of the property on the day on which the impact fee for the property was paid if:
 - (A) the impact fee was paid on or after the day on which the advisory opinion on the impact fee was issued but before the day on which the final court ruling on the impact fee is issued; and
 - (B) the person described in Subsection (3)(a)(ii) requests the impact fee refund from the local political subdivision within 30 days after the day on which the court issued the final ruling on the impact fee.
 - (b) A local political subdivision subject to Subsection (3)(a)(ii) shall refund the impact fee based on the difference between the impact fee paid and what the impact fee should have been if the local political subdivision had correctly calculated the impact fee.
 - (c) This Subsection (4) may not be construed to create a new cause of action under land use law.
 - (d) Subsection (4)(a) does not apply unless the cause of action described in Subsection (4)(a) is resolved and final.
- (5) Subject to the time limitations described in Section 11-36a-702 and procedures described in Section 11-36a-703, a claimant, as defined in Section 11-36a-603, may challenge whether a local political subdivision spent or encumbered an impact fee in accordance with Section 11-36a-602.

Amended by Chapter 215, 2018 General Session

11-36a-702 Time limitations.

- (1) A person or an entity that initiates a challenge under Subsection 11-36a-701(3)(a) may not initiate that challenge unless it is initiated within:
 - (a) for a challenge under Subsection 11-36a-701(3)(a)(i)(A), 30 days after the day on which the person or entity pays the impact fee;
 - (b) for a challenge under Subsection 11-36a-701(3)(a)(i)(B), 180 days after the day on which the person or entity pays the impact fee;
 - (c) for a challenge under Subsection 11-36a-701(5):

- (i) if the local political subdivision has spent or encumbered the impact fee, one year after the expiration of the time specified in Subsection 11-36a-602(2); or
 - (ii) if the local political subdivision has not yet spent or encumbered the impact fee, two years after the expiration of the time specified in Subsection 11-36a-602(2); or
 - (d) for a challenge under Subsection 11-36a-701(3)(a)(ii), one year after the day on which the person or entity pays the impact fee.
- (2) The deadline to file an action in district court is tolled from the date that a challenge is filed using an administrative appeals procedure described in Section 11-36a-703 until 30 days after the day on which a final decision is rendered in the administrative appeals procedure.

Amended by Chapter 215, 2018 General Session

11-36a-703 Procedures for challenging an impact fee.

- (1)
- (a) A local political subdivision may establish, by ordinance or resolution, or a private entity may establish by prior written policy, an administrative appeals procedure to consider and decide a challenge to an impact fee.
 - (b) If the local political subdivision or private entity establishes an administrative appeals procedure, the local political subdivision shall ensure that the procedure includes a requirement that the local political subdivision make its decision no later than 30 days after the day on which the challenge to the impact fee is filed.
- (2) A challenge under Subsection 11-36a-701(3)(a) is initiated by filing:
- (a) if the local political subdivision or private entity has established an administrative appeals procedure under Subsection (1), the necessary document, under the administrative appeals procedure, for initiating the administrative appeal;
 - (b) a request for arbitration as provided in Section 11-36a-705; or
 - (c) an action in district court.
- (3) The sole remedy for a successful challenge under Subsection 11-36a-701(1), which determines that an impact fee process was invalid, or an impact fee is in excess of the fee allowed under this act, is a declaration that, until the local political subdivision or private entity enacts a new impact fee study, from the date of the decision forward, the entity may charge an impact fee only as the court has determined would have been appropriate if it had been properly enacted.
- (4) Subsections (2), (3), 11-36a-701(3), and 11-36a-702(1) may not be construed as requiring a person or an entity to exhaust administrative remedies with the local political subdivision before filing an action in district court under Subsections (2), (3), 11-36a-701(3), and 11-36a-702(1).
- (5) The judge may award reasonable attorney fees and costs to the prevailing party in an action brought under this section.
- (6) This chapter may not be construed as restricting or limiting any rights to challenge impact fees that were paid before the effective date of this chapter.

Amended by Chapter 200, 2013 General Session

11-36a-704 Mediation.

- (1) In addition to the methods of challenging an impact fee under Section 11-36a-701, a specified public agency may require a local political subdivision or private entity to participate in mediation of any applicable impact fee.
- (2) To require mediation, the specified public agency shall submit a written request for mediation to the local political subdivision or private entity.

- (3) The specified public agency may submit a request for mediation under this section at any time, but no later than 30 days after the day on which an impact fee is paid.
- (4) Upon the submission of a request for mediation under this section, the local political subdivision or private entity shall:
 - (a) cooperate with the specified public agency to select a mediator; and
 - (b) participate in the mediation process.

Enacted by Chapter 47, 2011 General Session

11-36a-705 Arbitration.

- (1) A person or entity intending to challenge an impact fee under Section 11-36a-703 shall file a written request for arbitration with the local political subdivision within the time limitation described in Section 11-36a-702 for the applicable type of challenge.
- (2) If a person or an entity files a written request for arbitration under Subsection (1), an arbitrator or arbitration panel shall be selected as follows:
 - (a) the local political subdivision and the person or entity filing the request may agree on a single arbitrator within 10 days after the day on which the request for arbitration is filed; or
 - (b) if a single arbitrator is not agreed to in accordance with Subsection (2)(a), an arbitration panel shall be created with the following members:
 - (i) each party shall select an arbitrator within 20 days after the date the request is filed; and
 - (ii) the arbitrators selected under Subsection (2)(b)(i) shall select a third arbitrator.
- (3) The arbitration panel shall hold a hearing on the challenge no later than 30 days after the day on which:
 - (a) the single arbitrator is agreed on under Subsection (2)(a); or
 - (b) the two arbitrators are selected under Subsection (2)(b)(i).
- (4) The arbitrator or arbitration panel shall issue a decision in writing no later than 10 days after the day on which the hearing described in Subsection (3) is completed.
- (5) Except as provided in this section, each arbitration shall be governed by Title 78B, Chapter 11, Utah Uniform Arbitration Act.
- (6) The parties may agree to:
 - (a) binding arbitration;
 - (b) formal, nonbinding arbitration; or
 - (c) informal, nonbinding arbitration.
- (7) If the parties agree in writing to binding arbitration:
 - (a) the arbitration shall be binding;
 - (b) the decision of the arbitration panel shall be final;
 - (c) neither party may appeal the decision of the arbitration panel; and
 - (d) notwithstanding Subsection (10), the person or entity challenging the impact fee may not also challenge the impact fee under Subsection 11-36a-701(1) or Subsection 11-36a-703(2)(a) or (2)(c).
- (8)
 - (a) Except as provided in Subsection (8)(b), if the parties agree to formal, nonbinding arbitration, the arbitration shall be governed by the provisions of Title 63G, Chapter 4, Administrative Procedures Act.
 - (b) For purposes of applying Title 63G, Chapter 4, Administrative Procedures Act, to a formal, nonbinding arbitration under this section, notwithstanding Section 63G-4-502, "agency" means a local political subdivision.
- (9)

- (a) An appeal from a decision in an informal, nonbinding arbitration may be filed with the district court in which the local political subdivision is located.
 - (b) An appeal under Subsection (9)(a) shall be filed within 30 days after the day on which the arbitration panel issues a decision under Subsection (4).
 - (c) The district court shall consider de novo each appeal filed under this Subsection (9).
 - (d) Notwithstanding Subsection (10), a person or entity that files an appeal under this Subsection (9) may not also challenge the impact fee under Subsection 11-36a-701(1) or Subsection 11-36a-703(2)(a) or (2)(c).
- (10)
- (a) Except as provided in Subsections (7)(d) and (9)(d), this section may not be construed to prohibit a person or entity from challenging an impact fee as provided in Subsection 11-36a-701(1) or Subsection 11-36a-703(2)(a) or (2)(c).
 - (b) The filing of a written request for arbitration within the required time in accordance with Subsection (1) tolls all time limitations under Section 11-36a-702 until the day on which the arbitration panel issues a decision.
- (11) The person or entity filing a request for arbitration and the local political subdivision shall equally share all costs of an arbitration proceeding under this section.

Enacted by Chapter 47, 2011 General Session

ORDINANCE NO. 21-11

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING TITLE 10 OF THE SOUTH OGDEN CITY CODE HAVING TO DO WITH ACCESSORY DWELLING UNITS, DEFINITIONS, ACCESSORY BUILDINGS, SWIMMING POOLS, SPORTS COURTS, ETC., AND TITLE 1, HAVING TO DO WITH POSTING OF ORDINANCES ; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

SECTION 1 - RECITALS:

WHEREAS, 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, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City Council finds, in concert with recommendations from the Planning Commission, that changes be made to various sections of the City Code having to do with definitions, accessory buildings, swimming pools, sports courts, etc; and,

WHEREAS, the City Council finds that the Legislature of the State of Utah has recently changed posting requirements for Ordinances for municipalities; and,

WHEREAS, the City Council finds that parts of the South Ogden City Code should be amended to align with these recommendations and changes; and,

WHEREAS, the City Council finds that the amendments to the South Ogden City Code should be effective upon passage of this Ordinance; and,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that the City Code be changed and amended:

AMENDED SECTION:

Upon the adoption of this Ordinance, Title 1 Section 5 of the South Ogden City Code is readopted with the changes set out in **Attachment "A"**, which is incorporated herein, to read as indicated.

The foregoing recitals are incorporated herein.

SECTION II - 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 shall not be construed to revive any act, order or resolution, or part, repealed.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - SAVINGS CLAUSE:

If any provision of this Ordinance 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 Ordinance being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION V - DATE OF EFFECT:

This Ordinance shall be effective on the 21st day of September, 2021, and after publication or posting as required by law.

DATED this 21st day of September, 2021.

SOUTH OGDEN, a municipal corporation

by: _____
Mayor Russell Porter

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 21-11

An Ordinance Of South Ogden City, Utah, Revising And Amending Title 10 Of The South Ogden City Code Having To Do With Definitions, Accessory Buildings, Swimming Pools, Sports Courts, Etc., And Title 1, Having To Do With Posting Of Ordinances ; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

21 Sept 21

10-14-23: Accessory Dwelling Units (ADUs)

The purposes and objectives of this section are to provide reasonable regulations for supplementary living accommodations in internal Accessory Dwelling Units (ADUs) located in residential areas of the city.

An internal Accessory Dwelling Unit (ADU) is a room or set of rooms located within the footprint of the primary residential single-family dwelling at the time the internal accessory dwelling unit is created, and located within an area zoned primarily for residential use. The following will apply to internal ADUs:

A. An Accessory Dwelling Unit may be permitted subject to the following conditions:

1. No more than one ADU may be permitted within each single-family dwelling.
2. ADUs are not permitted on residential lots that comprise an area of 6,000 square feet or less.
3. Either the ADU or the principal residence shall be occupied by the owner of the property except for temporary bona-fide absences.
4. ADUs are permitted only in owner-occupied single-family dwellings.
5. There shall be no external evidence of occupancy by more than one family. The ADU shall be clearly incidental to the primary use of the dwelling for dwelling purposes and shall not change the character of the building from that of a dwelling.
6. Each ADU unit shall have the same address as the main structure. Homes with an ADU may designate mail to occupants of the ADU with a unit or apartment number.
7. No ADU may be used as a short-term rental.
 - a. Short-term rental is defined ~~is~~ as a property that is rented for a period of less than 30 days.
8. Each ADU shall provide at least one (1) off-street parking space in addition to the required parking for the primary residential unit.
 - a. The required ADU off-street parking spaces shall meet the requirements contained in Title 10, Chapter 17 Parking and Loading Space, Driveway, Vehicle Traffic and Access Regulations of the South Ogden City Code.
 - b. Garage or carport spaces count as approved spaces.
 - c. Required ADU parking stalls may not be located within a front yard setback area.
9. A single-family dwelling with an ADU shall only have one meter per utility service. Each meter shall be in the property owner's name.
10. All construction and remodeling to accommodate the ADU shall be in accordance with all building codes, as amended, in effect at the time of construction or remodeling.
11. ADU size requirements are:
 - a. Minimum size: no minimum size.
 - b. Maximum size: no maximum size.
12. ADUs must include the following:
 - a. A kitchen separate from the main dwelling.

- b. Sanitation facilities (~~full~~ at least a 3/4 bathroom) separate from the main dwelling.
13. A person desiring to add an ADU to their house shall obtain a building permit when applicable.
14. The owner of the property must ~~Obtain-obtain~~ a City Rental Dwelling Business License for ADUs for which they receive any monetary compensation.
15. ADUs licensed in South Ogden City may be inspected upon receipt of complaints for compliance with building, fire, and health codes by any appropriate department of the City or other governmental agency to ensure compliance with building, fire and health and safety codes. No ADU shall be approved without all required inspections and approval of the City Building Inspector in compliance with UCA 10-9a-511.5 and its subsequent amendments.
- ~~16. ADUs that were constructed legally previous to the adoption of this Code shall meet the building and safety codes required at the time of construction.~~
- ~~17.~~ 16. No Rental Dwelling Business License shall be granted without providing evidence of a Certificate of Occupancy.
- ~~18.~~ 17. Prior Uses: No ADU existing prior to the enactment of this Section shall be "grandfathered", or considered legal solely because they were previously used as such.
- ~~19.~~ 18. Other Rental Units Prohibited: There shall be no other type of accessory dwelling unit allowed except as provided in this Section. Any portion of a home or dwelling unit that has been sectioned off so that any occupant in the dwelling does not have access to any portion of the home, and contains separate living quarters and/or a kitchen, regardless of the relationship of the occupants, shall be prohibited unless it meets all of the requirements and standards of this Section, and an application has been made pursuant to the requirements and conditions of this Section.
- ~~20.~~ 19. The ownership of an ADU shall not be separated from the principal dwelling.
- ~~21.~~ 20. Decisions of South Ogden City not to issue a permit for an ADU can be appealed to the Appeal Authority.

10-7A-2: PERMITTED USES:

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Cluster subdivision (see chapter 12 of this title).

Educational institution - private.

Educational institution - public.

Golf course, except miniature golf course.

Home occupation (see chapter 19 of this title).

Parking lot accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section [10-14-16](#) of this title for facility requirements).

Single-family dwelling.

[Single-family dwelling with interior Accessory Dwelling Unit](#)

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

10-7B-2: PERMITTED USES:

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Cluster subdivision (see chapter 12 of this title).

Educational institution - private.

Educational institution - public.

Golf course, except miniature golf course.

Home occupation (see chapter 19 of this title).

Parking lot accessory to uses permitted in this zone.

Public building, public park, recreation grounds and associated building.

Residential facility for disabled persons (see section [10-14-16](#) of this title for facility requirements).

Single-family dwelling.

[Single-family dwelling with interior Accessory Dwelling Unit](#)

Temporary building and use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling. (Ord. 16-03, 1-5-2016, eff. 1-5-2016)

10-7B-4: SITE DEVELOPMENT STANDARDS:

11-Minimum lot area:

1. Single-family dwelling: Six thousand (6,000) square feet.

~~1-2.~~ [Single-family dwelling with interior Accessory Dwelling Unit: Six thousand \(6,000\) square feet.](#)

~~23.~~ Two-family dwelling: Ten thousand eight hundred ninety (10,890) square feet.

~~34.~~ Other main building: Eight thousand five hundred (8,500) square feet.

10-7C-2: PERMITTED USES:

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Educational institution - private.

Educational institution - public.

Golf course, except miniature golf course.

Home occupation (see chapter 19 of this title).

Library or museum, public or nonprofit.

Multiple buildings on a single lot with twelve (12) or less dwelling units in accordance with chapter 13 of this title.

Multiple-family dwelling with twelve (12) or less dwelling units.

Parking lots accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section [10-14-16](#) of this title for facility requirements).

Single-family dwelling.

[Single-family dwelling with interior Accessory Dwelling Unit](#)

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling.

SOC 10-2-1: DEFINITIONS:

BUILDING: Any structure ~~other than a boundary wall or fence,~~ having a roof supported by columns or walls, for the housing or enclosure of persons, animals or chattel.

BUILDING, ACCESSORY: ~~A subordinate building on a lot, the use of which is customarily incidental to that of the main or principal building.~~ A detached building that (a) is clearly incidental to and customarily found in connection with a principal or main building; (b) is subordinate to and serves a principal or main building; (c) is subordinate in area, extent, or purpose to the principal or main building served; (d) is located on the same lot as the principal or main building served; and (e) contributes to the comfort, convenience, or necessity of the occupants, business, or industry in the principal or main building.

BUILDING, ATTACHED: A building which has at least part of a wall in common with another building, or which is connected to another building by a roof.

BUILDING, DETACHED: A building which is separated from another building or buildings on the same lot.

STRUCTURE: Anything constructed or erected, ~~the use of which requires location on the ground, or attachment to something having location on the ground,~~ which requires a fixed location on the ground, including a building or mobile building, but not including a fence or wall used as a fence.

Proposed addition to SOC 10-14: REGULATIONS APPLICABLE TO ALL ZONES:

SOC 10-14-22

STANDARDS FOR ACCESSORY BUILDINGS IN RESIDENTIAL ZONES

1. **Design and Materials:** The original design of the building must have been to function as a typical accessory residential structure, such as a patio cover, pergola, storage shed, garage or carport, and not for some other use. Reuse of a metal structure originally designed or used for other purposes, such as shipping or cargo containers, is not allowed unless the exterior of the metal structure is made to be integrated into the design of the main residential building, with a similar residential exterior wall treatment and roofing material as the main building.
1. **Metal accessory buildings two hundred (200) square feet or less are allowed in all residential zones. Accessory buildings over 200 square feet are allowed with exterior finished walls constructed of up to 50% painted metal, with the remainder of the building covered in horizontal lap or vertical (board and batten) siding, brick, stucco, wood, or similar material as the main building, etc.**
2. **All accessory buildings larger than 200 square feet must be integrated into the design of the residential building, with a similar residential exterior wall color.**

1. Roofing materials including metal roofs shall have a similar color as the main building.

2. An eave proportionate to the main building is required with a minimum of 12 inches. Aluminum fascia and soffits are allowed.

3. Roof pitches shall be a minimum of a 4/12.

2. Location and Size:

1. No detached accessory building, other than trellises, shall be allowed in the front yard between the main residential building and the street.

2. A garage or carport attached to the main residential building is allowed between the front of the main residential building and the street if the front yard setback requirement for the zone is maintained and the garage or carport is integrated into the design of the residential building, with a similar residential exterior wall treatment, roof slope, and roofing material as the main building to which it is attached.

A detached garage or carport may be located in the side yard so long as it meets the side and front yard setbacks, is a minimum of 6 feet from the main building, is integrated into the design of the residential building, with a similar residential exterior wall treatment and roofing material as the main building.

3. Accessory buildings may be located in a rear yard provided they meet the required setbacks of the zone.

3. Height: The building shall not exceed the maximum height allowed by other sections of the Zoning Ordinance.

~~1.4.~~ Prohibited Use: Accessory buildings shall not be used as living quarters. Accessory Dwelling Units are not considered accessory buildings.

Proposed changes to SOC 10-14-12: SWIMMING POOL, FAMILY

SOC 10-14-12: ~~SWIMMING POOL, FAMILY~~ PRIVATE SWIMMING POOLS, TENNIS/PICKLEBALL COURTS, SKATEBOARD RAMPS, AND BASKETBALL STANDARDS OR COURTS

~~A family swimming pool shall be permitted in the rear yard of a dwelling as an accessory use, provided the following requirements are met:~~

~~—A. Location: The location of such family swimming pool or accessory machinery shall not be less than ten feet (10') from any interior property line. On corner lots, the distance from the pool to the property line facing on a street shall not be less than the required side yard for an accessory building in that zone.~~

~~—B. Enclosure: An outside family swimming pool shall be completely enclosed by a substantial fence of not less than six feet (6') in height and any lights used to illuminate said pool or its accessories shall be so arranged as to reflect the light away from the adjoining premises. A substantial fence shall mean any fence that would not allow passage by any person and one that would feature a self-locking gate if a gate is utilized. (Ord. 17-23, 11-21-2017, eff. 11-21-2017)~~

1. **Swimming Pool (private).** No such pool shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:

1. It is an accessory use to a main building and is located within the side or rear yard thereof and accessory structure setbacks do not apply to the swimming pool;
2. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;
3. It may not be located closer than fifteen feet to any side property line or 10' from a rear property line on the property on which it is located; the setback is measured from the water's edge to the property line;
4. On corner lots, the distance from the pool to the property line facing on a street shall not be less than the required side yard for an accessory building in that zone;
5. The swimming pool, or the entire property on which it is located, shall be walled or fenced to a minimum height of six feet. The fence shall be constructed to limit any individual from accessing the pool area. The fence shall comply with all current building codes. All gates on said fences shall be self-closing and fitted with a self-latching device located on the interior side of the gate;
6. Where a swimming pool is completely enclosed in a building, the location and setback requirements for an accessory structure shall apply. Any above ground pool lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line.

2. Tennis and/or Pickleball Court (private). No tennis/pickleball court shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:

1. It is an accessory use to a main building and is located within the side or rear yard thereof;
2. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;
3. It may not be located closer than fifteen feet to any property line of the property on which it is located. It shall not be less than 30' from any neighbor's dwelling or twenty feet (20') from any side lot line of any adjacent vacant lot;
4. On a corner lot where the rear lot line is coterminous with a side lot line of an adjoining lot, it shall be located not less than 20' from such lot line; and
5. Any court lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line.

3. Skateboard Ramp (private). No skateboard ramp shall be allowed in any zoning district in the City except as an accessory use and unless it complies with the following conditions and requirements:

1. It is an accessory use to a main building and is located within the side or rear yard thereof;
2. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located. No commercial or advertised use of the ramp shall be permitted and no donations or contributions shall be solicited or received for use of or attendance at ramp activities;
3. It may not be located closer than fifteen feet to any property line of the property on which it is located. It shall be not less than thirty feet 30' from any neighbor's dwelling or 20' from any side lot line of any adjacent vacant lot;
4. On a corner lot where the rear lot line is coterminous with a side lot line of an adjacent lot, it shall be located not less than 20' from such lot line;
5. Ramp lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line;

6. The ramp shall be of such a scale and design and constructed of materials which will minimize noise, vibration, and other nuisance factors commonly associated with ramp usage. Portions of the ramp may be located below ground level, but in no case shall any portion of the ramp exceed six feet in height above ground level, excluding handrails.
 7. A set of written rules adopted to insure safe and reasonable usage and operation of the ramp shall be posted at all times and enforced by the owner of the property on which the ramp is located; and
 8. The ramp must be inside an enclosure or within an enclosed yard.
4. **Basketball Standard and Court.** A single basketball standard and court shall not be considered a structure or accessory structure in any residential zoning district. The placement of a basketball standard or court shall be in accordance with the following requirements:
1. A light erected in conjunction with the basketball standard or court shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line; and
 2. A net or other portable device may be erected up to 13' in height behind the basketball standard to protect the ball from falling onto the adjacent property.

1-5-3: ORDINANCES:

C. Effective Date; Technical Codes: All ordinances before taking effect shall be deposited in the Office of the City Recorder, and ~~a copy~~ thereof posted in compliance with UCA 10-3-711 or its successors, that is, publish a short summary of the ordinance on the Utah Public Notice Website created in Section 63A-16-601; or post a complete copy of the ordinance in three (3) public places throughout the City. ~~therein~~ The complete ordinance shall also be posted on the City's website; provided, that whenever a revision is made and the revised ordinances are published by authority of the City Council, no further publication shall be deemed necessary; and provided further, that ordinances establishing rules and regulations for the construction of buildings, the minimum standards that must be met to qualify a house or building for human habitation or occupancy, the installation of plumbing, the installation of electric wiring or other related or similar work, and rules and regulations controlling traffic and relating to the prevention of fires within their corporate limits and other rules and regulations relating to Municipal functions and controls where such rules and regulations have been printed as a code in book form, may be adopted and shall take effect without further publication or posting thereof, if reference is made to such code, and not less than three (3) copies of such code shall have been filed for use and examination by the public in the Office of the City Recorder prior to the adoption of such ordinance by the City Council. Ordinances passed or enacted by the Governing Body shall be signed by the Mayor, or if he is absent, by the Mayor Pro Tempore, or by a quorum of the Governing Body, and shall be recorded before taking effect. No ordinance shall be void or unlawful by reason of its failure to conform to the provisions of Utah Code Annotated section 10-3-704(1) through (4). Ordinances which do not have an effective date shall become effective twenty (20) days after publication or posting, or thirty (30) days after final passage by the Governing Body, whichever is sooner. Ordinances, if so provided therein, may take effect at a later date. Measures necessary for the immediate preservation of the peace, health or safety of the City may, if so provided in the ordinance, take effect at an earlier date.

STAFF REPORT



SUBJECT: Officer and Sergeant Salary
AUTHOR: Chief Parke
DEPARTMENT: Police
DATE: 9/21/2021

RECOMMENDATION

The recommendation is for the council to continue your support of the adopted Salary Administration Guidelines by authorizing the recommended salary adjustments.

BACKGROUND

South Ogden City's Strategic Plan lists 'Employees' as one of the city's keys Strategic Directives (areas of focus). The description of this Strategic Directive states the city's intent to, "Recruit, develop and retain quality employees by maintaining competitiveness in pay and benefits and demonstrating a commitment to every employee's growth and development."

Retention and recruitment of police officers has been a problem for the nation, state, and city, for several years. Police recruitment and retention is highly competitive. The number of individuals willing to risk their life protecting their communities has dropped considerably. Officers began retiring sooner than in the past or pursuing other careers before reaching retirement. Police academy classes have been canceled due to lack of students.

The lack of eligible candidates created an environment where police departments have aggressively solicited officers from other departments. South Ogden has lost officers to, and at times gained from, other departments due to aggressive offers. As we attempted to fill vacancies, candidates have accepted the job offer only to call back and turn us down due to a competitor's higher offer.**

In order to provide law enforcement to their communities, organizations have taken steps to combat the situation. Recently, Salt Lake City implemented pay adjustments of 30% to get police officers from other agencies, and to attract the few qualified recruits. Organizations across the state have responded accordingly. Locally Layton, Riverdale, North Ogden, Weber State, and others, have increased their officers' salary by as much as \$5.00 an hour. Additionally, signing bonuses have been implemented and added to.

The South Ogden Council has also taken action and adopted a pay scale based on performance, and tenure. The pay scale has been adjusted annually by a Cost of Living Adjustment (COLA), and every three years based on a market analysis to Riverdale.

**The cost to fill an officer vacancy is in excess of \$140,000.00, on the low side. South Ogden has been attempting to fill one vacancy since December 2020.

ANALYSIS

Police Officer retention and recruitment continues to be difficult. There are fewer qualified candidates attending the police academy. Departments are having difficulty in maintaining staffing levels to cover basic duties. As officers retire early or pursue other careers, the competition for those willing and competent to serve has increased substantially. Pay is the driving factor in that competition.

South Ogden implemented a pay scale, and a Riverdale-based market analysis, in an attempt to maintain competitiveness. Riverdale, after losing officers to other departments, recently adopted changes to their compensation. The changes were made by moving officers three steps forward on the pay scale, and sergeants were moved forward two steps. The net effect of those changes have made Riverdale a strong competitor for retention and recruitment of officers. Riverdale actively solicits our officers with job offers.

Our officers appreciate the steps the council and Mayor have taken to this point, and your continued consideration of this matter. Those officers solicited recently have declined other job offers knowing the council's intent to remain competitive. They enjoy working in South Ogden and want to stay here. The concern is their getting an offer they cannot refuse.

Retention and recruitment of officers is fluid and volatile. As the situation moves forward information will continually be gathered, analyzed and brought to the council for direction.

By moving officers 3 steps on the pay scale, and sergeants two steps, South Ogden will regain a competitive position in the market.

SIGNIFICANT IMPACTS

The impacts will be \$135,000, which will cover salary and related benefits for the 17 officers affected, and our ability to retain and recruit will, for the time being, remain competitive. The cost for the remaining nine months of the fiscal year is \$101,250.00.

ATTACHMENTS