



MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: **October 05, 2021 City Council Meeting**

WORK SESSION

- **Meeting with our legislators.** We have invited our state legislators to attend the council work session at 5 p.m. The objectives for this meeting include: 1) strengthen our relationships with them, 2) listen and learn about specific initiatives/legislation they are working on, and 3) discuss concerns we have regarding some of the legislation being contemplated that impacts local government control over such issues as land use, housing, public safety, etc. The ULCT developed a Policy Prism (pictured below) designed to help legislators evaluate proposed legislation. The prism includes three key questions: 1) Does the bill respect the traditional role of local government? 2) Is



the bill a one-size-fits all approach or does it respect that every city is unique? And 3) Will the bill result in an unfunded or unworkable mandate on cities? It would be good to be sure our Legislators are aware of these questions and understand why they are important for us as a city.

Some of the legislative issues of concern for the city include:

- Legislation that will further erode the city's ability to control land use. Specifically, let city's control zoning and address housing at the local level – NO STATE MANDATES like last sessions IADU legislation that was a one-size-fits all. During the last ULCT Legislative Policy meeting, the following philosophical questions related to housing were discussed:

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O 801-622-2702

F 801-622-2713

3950 Adams Ave. Suite 1

South Ogden City, UT 84403

SouthOgdenCity.com

- 1) Who should pay for growth: new v. current residents?
- 2) What does “alignment” of economic development strategies, housing, transportation, land use, and tax policy mean for cities?
- 3) What are the infrastructure challenges and costs related to growth? (infrastructure is not free; density does not always equate to affordable)
- 4) What is the problem we are trying to solve? Lack of starter homes? If so, how do we all play a role to address it?
- 5) What’s the line on state v. local control?
- 6) Cities have limited keys over the timing of housing stock but no control over market forces. What is driving the cost AND price of housing?
- 7) How do we collectively address the concerns that residents have about the negative impacts of population growth?

- **Policing** and policing reform continues to be a hot topic across the country and with our legislature. ULCT created the Love, Listen, and Lead Task Force to work on identifying what changes, if any, may be necessary in the state of Utah. In the 2021 session there were 20 consensus bills that were passed related to policing in Utah. Here is a link to a 60 min webinar produced by ULCT on the bills that passed: https://www.youtube.com/watch?v=vGkAyJL_p0Y. The intent of the Love, Listen, Lead Task Force is to try and get out ahead of legislation. This committee is made up of Police Chiefs, Elected officials from cities, Attorneys, City Managers, etc.
- **Sales Tax distribution formula.** There is interest with some legislators to make changes to the current sales tax distribution formula to move to a more population-based formula and to less of a point-of-sale (POS) formula. As you know, currently the formula is a 50/50 formula. This means that the 1 percent local option sales tax our city retailers collect is divided into two distributions. The first 50 percent is collected by the state and remitted directly back to South Ogden. The second 50 percent is collected by the state, thrown into a state-wide sales tax pot and then is redistributed to cities based on their population. Any time the state messes with the sales tax distribution formula, there are winners and there are losers. Moving to a more population-based formula will only hurt South Ogden and all other more established, built-out cities. The argument to change the formula is based on an assumption that if cities are incentivized based on population, they will be more likely to approve multi-family, high-density housing projects. This also assumes that cities are holding onto land for retail/commercial development at the expense of land that could be developed for housing.
- **Housing & Fees.** There is a push from the state auditor and some legislators to require increased accountability/reporting on city fees. This push is also largely driven by the development community who want our legislators to believe that cities are the problem with affordable housing because of the fees we charge on new development. This is a weak argument, although there may be a few bad actors (cities) who may be abusing their ability to charge certain fees, etc. The fact of the matter is, even if the city dropped all of our development-related fees, the cost of housing will not come down. Developers will only become more profitable at the expense of current residents who will ultimately be burdened with the cost of maintaining the new infrastructure and impacts of the new development.

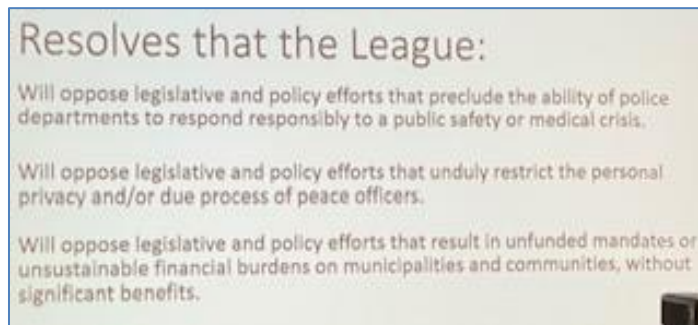
It will be important to share what South Ogden is doing to help address the housing crisis the legislators will continue to hear more about in the 2022 session. This includes:

- Form-based code that allows mixed uses of commercial, retail and residential multi-family uses. Anywhere South Ogden allows for commercial development we also allow multi-family residential developments.
- What is South Ogden doing to help with the housing crisis? Below are the recent approvals and developments of several multi-family housing projects dating back to 2017:

▪ Seasons on Skyline	208 apartments	48 towns
▪ Wood Rose Towns		45 towns
▪ Hill Top Apartments	114 apartments	
▪ Grant Ave. 7-plex		7 towns
▪ 40 th Street Apartments	4 apartments	
▪ The Gardens	113 apartments	
▪ Lotus		40 towns
▪ Terrazza	385 apartments	
▪ Madison Towns		75 towns
▪ Seasons on Riverdale	180 apartments	
▪ Uintah Peaks		19 towns
▪ Burch Creek Towns		18 towns
▪ <u>Wasatch Basin</u>		<u>28 towns</u>

Total 1,040 apartments 194 towns

- Initiative 4.2 of the Council’s Strategic Plan states, “Increase availability of affordable housing in South Ogden.” Within this initiative the council’s plan has a goal of completing an affordable housing projects within the city within the next three years.
- Recently California passed a law that eliminates single-family zoning as an option for cities. This may influence our state legislators to think this might be a good idea (hard to image) for Utah.
- ULCT Resolutions/Positions
 - Public Safety Resolution



- Water

- Cities cannot support legislation that would deprive them of land use authority or their control of tax increment or impair their control and use of municipal water interests, without their consent.

DISCUSSION

- ***Sustainability Model.*** Initiative 1.1 of the City’s Strategic Plan states that the council will have “quarterly work sessions to review and update the City’s Sustainability Model.” I’ve asked Fred Philpot with Lewis Young Robertson and Burningham to come present a “Financial Sustainability Model 101.” He will answer such questions as, “Why is sustainability modeling important (resident and city government)? What elements are included in the sustainability model? How do sustainability models work to help the City plan?” Future work sessions will be spent getting into the details of South Ogden’s Sustainability Model. This will include looking more closely at the Capital Improvement Projects identified in the model, anticipated new Operation and Maintenance expenditures over the next 5 years, Capital equipment planning, utility (water, sewer, storm) projects, etc.

DISCUSSION/ACTION ITEMS

- ***Resolution 21-31 – Approving an agreement with Bonneville Collections for ambulance billing collection services.*** In changing our billing agency recently, it has become necessary to also change our billing collection agency. Staff solicited competitive bids from qualified collection agencies that have the experience, track record and rates that will best meet the City’s needs. The recommendation is that the City contract with Bonneville Collections. Not only was Bonneville Collections determined to be the best fit and most qualified for this contract but they are also a South Ogden business. It is recommended that the council approve Resolution 21-31.
- ***Discussion on Heritage Trail Project.*** I briefed the council last meeting on this agenda item. The Sons of the Utah Pioneers (SUP) is still very interested in working with the city on the Heritage Trail Project. As you recall, the city submitted a RAMP grant application, with the support of the SUP, last January for the construction of a Heritage Trail around the Friendship Park trail. The idea is to add educational, historical monuments along the trail where people can not only enjoy walking on the trail but can also learn more about our city, county and state history.

Unfortunately, RAMP denied our grant application and the project stalled. Staff recently met with SUP representatives and they indicated that they’d like to submit another RAMP grant application. They’d like it to include four historical monuments on two large monument structures. The first would be located at the beginning of the walking trails (southeast area) and would include information on the Native American tribe(s) that inhabited the South Ogden area & the Trappers that would later come into the area. The second large monument would include information on the contributions of John C. Fremont and Kit Carson’s work in surveying the area, including the Great Salt Lake.

Staff and SUP would like to know if this project is something the City is still interested in working on. Options for discussion could include allowing SUP to pay for and locate the monuments in the Park with no City funding; City work in partnership with SUP and contribute funds to help with the purchase and installation of the monuments, seeking RAMP funding and other possible funding sources. This could be a type of funding match arrangement with the City agreeing to match (to some extent) funds raised by SUP and RAMP for the project. This option would incentivize SUP to raise funds to help get this project going. There is also the option of the City paying for the entire project with little support from SUP – besides their expertise and help in language, styles, etc.

If the City is going to submit another RAMP grant, we will need direction from the council on how you would like to proceed.

CDRA MEETING

- ***Participation Agreement.*** The developers of the Gardens Apartments on 40th near the hospital is requesting assistance from the Agency through Tax Increment Financing (TIF). A review of the project proforma indicates that TIF may be necessary in order for the project to be viable at this time. This request is based on the increase in construction costs for the more expensive, podium-parked project. Please look over the agreement in the packet. I will provide a more detailed report on this agenda item on Monday after I have the opportunity to review the proforma and the review memo from Benj Becker.



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

TUESDAY, OCTOBER 5, 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, October 5, 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 Pro Tem Brent Strate

II. REVIEW OF AGENDA

III. DISCUSSION ITEMS

A. Review of 2021 Legislative Session With Representatives Rosemary Lesser and Kelly Miles

IV. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on October 1, 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.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, OCTOBER 5, 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, October 5, 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 Pro Tem Brent Strate
- B. **Prayer/Moment of Silence** -
- C. **Pledge of Allegiance** – Council Member Jeanette Smyth

- 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 21, 2021 Council Minutes and September 23, 2021 Town Hall Meeting Minutes

V. PRESENTATION

Fire Chief Cameron West – Thirty-Year Service Award to Chris Clark

VI. DISCUSSION ITEMS

- A. Review and Discussion of Sustainability Model with Fred Philpot

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 21-31** – Approving an Agreement With Bonneville Collections for Ambulance Collection Services
- B. Discussion on Heritage Trail Project

VIII. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

See separate agenda

IX. RECONVENE SOUTH OGDEN CITY COUNCIL MEETING

X. REPORTS/DIRECTION TO CITY MANAGER

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

XI. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on October 1, 2021. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

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

TUESDAY, SEPTEMBER 21, 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, Susan Stewart, Mike Howard, and Jeanette Smyth

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, Parks and Public Works Director Jon Andersen, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

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/CC210921_1659.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 5:01 pm and entertained a motion to open the meeting 00:00:00

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

II. REVIEW OF AGENDA

- There were no requests to review the agenda

37 **III. DISCUSSION ITEMS**

38 **A. Nature Park Development Plans**

- 39 • City Manager Dixon gave an overview of this discussion item

40 00:00:35

- 41 • Discussion 00:03:48

- 42 • Mayor Porter reviewed the action items for Nature Park

43 00:38:24

- 44
- 45 • The Council concluded their discussion about the Nature Park. Since there was
- 46 still time left, they discussed some agenda items:

- 47 ○ Storm Drain Impact Fee

48 00:43:54

- 49 ○ Proposed code changes

50 00:47:34

- 51 ○ Police Salaries

52 00:48:08

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56 **IV. ADJOURN**

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

58 00:56:52

59

60 **Council Member Smyth so moved, followed by a second from Council Member Orr. All present**

61 **voted aye.**

62

63 The work session ended at 5:58 pm.

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

OTHERS PRESENT

No one else attended the meeting in person

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/CC210921_1801.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- At 6:03 pm, Mayor Porter called the meeting to order and asked for a motion to begin
00:00:13

Council Member Strate so moved. The motion was seconded by Council Member Smyth. In a voice vote, Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.

B. Prayer/Moment of Silence

The mayor led those present in a moment of silence.

C. Pledge Of Allegiance

Council Member Stewart led everyone in the Pledge of Allegiance.

106 **II. PUBLIC COMMENTS**

- 107 • No one but staff was in attendance. The mayor left public comment open until 6:10 pm
108 for those online.
109
110
111

112 **V. CONSENT AGENDA**

113 A. Approval of September 7, 2021 Minutes

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

116 00:01:19
117

118 **Council Member Howard so moved, followed by a second from Council Member Strate.**
119 **There were four aye votes in favor of the motion and an abstention from Council Member**
120 **Stewart who had not been present at the September 7, 2021 meeting.**
121
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124 **VI. PUBLIC HEARINGS**

125 To Receive and Consider Comments on the Following Items:

126 A. Proposed Storm Water Capital Facilities Plan and Impact Fee Study

- 127 • Mayor Porter read the topics for the public hearings and called for a motion to enter into
128 a public hearing
129

130 **Council Member Strate so moved. The motion was seconded by Council Member Stewart.**
131 **The voice vote was unanimous in favor of the motion.**
132

- 133 • Since there was no one but staff present at the meeting, the mayor gave instructions on
134 how to make online comments for the public hearing and stated online comments would
135 be taken until 6:15 pm. He then called for a motion to close the public hearing
136

137 **Council Member Smyth so moved. Council Member Strate seconded the motion. All present**
138 **voted aye.**
139
140

141 **VII. DISCUSSION/ACTION ITEMS**

142 A. Consideration of Resolution 21-29 – Approving a Lease/Purchase Finance Agreement with
143 Zions Bank

- 144 • Staff Overview 00:03:48
145 • Discussion 00:06:10
146 • Motion 00:07:32
147

Council Member Howard moved to adopt Resolution 21-29, a lease/purchase finance agreement with Zions Bank. Council Member Strate 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 Stewart-	Yes
Council Member Howard -	Yes
Council Member Smyth -	Yes

Resolution 21-29 was adopted.

B. Consideration of Resolution 21-30 – Approving an Agreement With LaRose Paving for Asphalt Repair of Public Works and Friendship Park Parking Lot

- Staff Overview 00:08:05
- Discussion 00:09:52
- Motion 00:10:47

Council Member Smyth moved to adopt Resolution 21-30, followed by a second from Council Member Strate. The mayor made a roll call vote:

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

The resolution was approved.

- Mayor Porter checked to see if any online comments had been made for the public hearing. No comments had been submitted. He waited one more minute until 6:15 pm, but no comments were received.

C. Consideration of Ordinance 21-10 – Adopting a Storm Water Capital Facilities and Impact Fee Study and Amending the Consolidated Fee Schedule Accordingly

- Staff Overview 00:11:59
- Discussion 00:14:52
- Motion 00:32:12

Council Member Strate moved to adopt Ordinance 21-10, adopting a Storm Water Capital Facilities and Impact Fee Study and amending the consolidated fee schedule accordingly.

Council Member Howard seconded the motion. The mayor asked if there was further discussion, and when no one responded, he called the vote:

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

The motion stood.

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

- Staff Overview 00:32:49
- Discussion 00:34:05
- During the discussion, Council Member Stewart pointed out what appeared to be a typo in the proposed changes to SOC 10-14-12(2)(4); 20” should be changed to 20’. Staff said they would check and change the ordinance to what was correct. (Note: Bryce Haderlie, Building Official, confirmed the distance should be 20’.)
- Motion 00:36:02

Council Member Smyth moved to adopt Ordinance 21-11, with the change from 20” to 20’. The motion was seconded by Council member Howard. After confirming there was no further discussion, Mayor Porter called the vote:

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

Ordinance 21-11 was adopted.

E. Discussion/Direction on Police Officer Salary Adjustments

- Mayor and Staff Overview 00:36:33
- Discussion 00:43:01
- Mayor Porter asked the Council if any of them were against staff’s proposal to bump officers up the steps of the pay scale. No one spoke out against the proposal. 00:47:40

F. Discussion/Direction on American Recovery Program Act Money

- Staff Overview 00:48:26
- Discussion 01:00:21
- Finance Director Steve Liebersbach confirmed the Council was in favor of giving the firefighters and police officers the first distribution of the CARES Act money since they were the ones taking the greater risks in being exposed to the COVID-19 virus. Staff would then prepare a list of ideas for how to spend the second distribution and bring it before the Council. 01:08:00

VIII. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Howard - nothing to report
- Council Member Stewart - 01:09:24
- Council Member Smyth - 01:11:19
- Council Member Orr - 01:12:51
- Council Member Strate - 01:15:00

B. City Manager 01:15:09

C. Mayor Porter 01:24:48

IX. ADJOURN

- At 7:30 pm, Mayor Porter called for a motion to adjourn city council meeting

Council Member Orr so moved, followed by a second from Council Member Howard. 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 21, 2021.


Kapetanov, City Recorder

Leesa
Date Approved by the City Council



MINUTES OF THE SOUTH OGDEN CITY TOWN HALL MEETING

THURSDAY, SEPTEMBER 23, 2021 – 6:00 P.M.

BURCH CREEK PARK BOWERY

4400 MADISON, SOUTH OGDEN, UTAH, 84403

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, and Jeanette Smyth

COUNCIL MEMBERS EXCUSED

Mike Howard

STAFF MEMBERS PRESENT

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

CITIZENS PRESENT

Wesley Stewart, Bonnie and Bill Rembaz, and others

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

https://www.southogdencity.com/document_center/Sound%20Files/2021/CC210923_1801.mp3 or by requesting a copy from the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

Mayor Russell Porter began the meeting at 6:03 pm by calling for a motion to open.

00:00:00

Council Member Strate moved to convene in a Town Hall meeting, followed by a second from Council Member Orr. Council Members Orr, Strate, and Stewart, all voted aye.

Note: Council Member Smyth was not present for this vote.

B. Pledge of Allegiance

Council Member Orr led those present in the pledge.

00:00:35

46

47 **II. PUBLIC COMMENTS**

48 **Bonnie Rembaz-** 00:02:45 Commended the Council for the Burch Creek
49 Park

50 Council response: 00:03:55

51 **Wes Stewart-** 00:04:33 Mr. Stewart was concerned about several prop-
52 erties with weeds, sexually oriented businesses,
53 and the Form Based Code

54 Council response: 00:12:30

55 **Unknown Commentor-** 00:30:55 Asked what the Council was going to do with the
56 abandoned gas station on 40th

57 Council response: 00:31:17

58

- 59 • Council Member Smyth arrived at the meeting at 6:37 pm

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63 **III. ADJOURN**

64 At 6:44, Mayor Porter called for a motion to adjourn.

65 00:42:16

66 **Council Member Strate moved to adjourn the meeting, followed by a second from Council**
67 **Member Smyth. The voice vote was unanimous in favor of the motion.**

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80 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Town Hall
81 Meeting held Thursday, September 23, 2021.

82

83 
84 Leesa Kapetanov, City Recorder

Date Approved by the City Council

STAFF REPORT



SUBJECT: Agreement with Bonneville Collections
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: October 5, 2021

RECOMMENDATION

City staff is recommending the Mayor and City Council approve the agreement with Bonneville Collections.

BACKGROUND

Ambulance billing accounts that go unpaid are sent to a contracted agency that has expertise and resources to achieve a settlement of funds. With the changes in our ambulance billing, staff felt there was a need to analyze our current collection company and process. It was important to ensure we have a company that meets the needs of our agency as well as someone who could interface with our new billing vendor. After reviewing several choices, it was determined that Bonneville Collections was the best fit for South Ogden City.

ANALYSIS

Bonneville Collections was determined to be the best solution for our Ambulance Billing Collections

SIGNIFICANT IMPACTS

There will be no significant impacts as the accounts collection process should be seamless.

ATTACHMENTS

None

Resolution No. 21-31

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN
AGREEMENT WITH BONNEVILLE BILLING AND COLLECTIONS
FOR AMBULANCE BILL COLLECTION SERVICES; AUTHORIZING
THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS ON
BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE
DATE**

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- 7179 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 that there is an ongoing need to implement techniques, tools and abilities to support the city's Ambulance Billing Services; and,

WHEREAS, the City Council finds that staff solicited proposals to provide collection services for ambulance billing; and,

WHEREAS, the City Council finds that Bonneville Billing and Collections submitted the successful proposal; and,

WHEREAS, the City Council finds that entering into an agreement with Bonneville Billing and Collections is in the best interest of the citizens of South Ogden; and,

WHEREAS, the City Council desires to further those ends by entering into an agreement with Bonneville Billing and Collections to provide collection services for Ambulance Billing; 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 **Bonneville "Collection Agreement"**, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And The City Recorder

Authorized To Attest, Any And All Documents Necessary Now Or
Subsequently, To Effect This Authorization And Approval.

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 herein which have been adopted by the City, or parts, which are in conflict with this Resolution, are, to the extent of 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 reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed 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 2nd day of October, 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 2nd day of October, 2021.**

SOUTH OGDEN CITY

Russell Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

Resolution No. 21-31

Resolution Of South Ogden City Approving An Agreement With Bonneville
Billing And Collections For Ambulance Bill Collection Services; Authorizing
The City Manager To Sign The Necessary Documents On Behalf Of The City;
And, Providing For An Effective Date.

02 Oct 21



COLLECTION AGREEMENT

This agreement is entered into on the ____ day of _____ 20__ between **BONNEVILLE BILLING & COLLECTIONS, INC.**, hereafter known as Agency, and _____, hereafter known as Client.

Agency and Client agree as follows:

Agency will conduct collection activities on all accounts assigned by Client in compliance with **The Fair Debt Collection Practices Act** and other Federal, State, and local laws.

Any monies collected by Agency will be held in a trust account and will be remitted to Client by the 15th of each month following collection.

Client agrees to notify Agency within 72 hours of any payments received by them on any account assigned to Bonneville.

If legal action is initiated, all normally incurred court costs and attorney fees will be advanced by the Agency. However, if Client requires the account to be cancelled after legal action has commenced, and after any court costs or attorney fees have been incurred, Client will be responsible for repayment of said costs.

To the best of Client's knowledge, all accounts assigned are valid, and are duly owed. If Client cancels an account on which the Agency has initiated collection action, the Client may be charged Agency's commission at the rate described in this agreement. Client indemnifies Agency if Client assigns an incorrect balance or amount that is not authorized in the contract between Client and Debtor.

In addition to any other indemnification stated in the Agreement, Client and Agency, including respective employees, agents and staff, shall indemnify, defend, and hold harmless against and from all claims, losses, costs, suits, judgments, damages and expenses, arising from their own negligence, errors and omissions.

Agency is hereby authorized, as agent, to endorse for deposit and collections such consumer paper made payable to Client that may be received for payment.

Either party may cancel agreement at any time with written request. Agency will discontinue all collection efforts and return those accounts not in litigation within 45 days.

Accounts will be serviced on the following contingency fees:

_____ Regular Accounts

_____ Legal Accounts

Client agrees to pay a one-time set up fee of \$_____.

Client _____

Address _____

City _____ State _____ Zip _____

Contact Name _____ Title _____

E-mail _____

Phone Number _____ Fax _____

Special Instructions _____

FOR VALUABLE CONSIDERATION, the undersigned does hereby assign, transfer, and set over unto BONNEVILLE BILLING & COLLECTIONS, Inc., my/our claim and demand against any assigned debtors together with all rights, title, and interest therein and demand represented thereby and all rights of action accrued, or to accrue thereon. BONNEVILLE BILLING & COLLECTIONS may negotiate or keep all interest accrued on the account after assigned for collections. I/we hereby grant BONNEVILLE BILLING & COLLECTIONS full power to sue for, collect for, reassign, or in any other manner enforce collections thereof in its own name.

Agency _____ Date _____

Client _____ Date _____

Friendship Park

Legend

HERITAGE TRAIL

HERITAGE TRAIL

HERITAGE TRAIL

HERITAGE TRAIL

HERITAGE TRAIL

CHRISTOPHER "KIT" CARSON (1809 - 1868)

Born in Madison Co., Kentucky, Kit Carson came to Utah in 1833 while trapping for the Rocky Mountain Fur Co. The next few years he became famous as a Mountain Man, Indian fighter, guide & Army officer.

Carson served army explorers as guide for several expeditions. In Sept. 1843, Carson, Lt. John Fremont and other men launched an India - Rubber boat (to the west of here) and carried out the first scientific exploration of the Great Salt Lake. Kit Carson carved 3 crosses (still visible) in the rocks of the nearest point on the island which the party named "Isopomponnet" but now bears the name "Fremont Island".

In 1845 a Fremont party, guided by Carson, explored Central Utah & Great Salt Lake. Their greatest feat was crossing the Great Salt Lake Desert, enroute to California - pioneering the trail followed in 1846 by the Donner party.

Carson became an Indian Agent & Army officer. He died at Fort Lyon, Colorado, May 23, 1868.

Historical Monuments

H. Guy Child Elementary School

Google Earth

© 2020 Google

400 ft



Design 1

Rectangle (Front)

CHRISTOPHER "KIT" CARSON (1809 - 1868)

Born in Madison Co. Kentucky, Kit Carson came to Utah in 1833 while trapping for the Rocky Mountain Fur Co. The next few years he became famous as a Mountain Man, Indian fighter, guide & Army officer.

Carson served army explorers as guide for several expeditions. In Sept. 1843, Carson, Lt. John Fremont and other men launched an India - Rubber boat (in the west of here) and carried out the first scientific exploration of the Great Salt Lake. Kit Carson carved 3 crosses (still visible) in the rocks of the nearest point on the island which the party named "Isappointment" but now bears the name "Fremont Island".

In 1845 a Fremont party, guided by Carson, explored Central Utah & Great Salt Lake. Their greatest feat was crossing the Great Salt Lake Desert, enroute to California - pioneering the trail followed in 1846 by the Donner party.



Carson became an Indian Agent & Army officer.
He died at Fort Lyon, Colorado, May 23, 1868.





NOTICE AND AGENDA

SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

TUESDAY, OCTOBER 5, 2021 – 6:00 P.M.

Notice is hereby given that the South Ogden City Community Development and Renewal Agency Board will hold a meeting on, Tuesday, October 5, 2021 beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the board may be joining the meeting electronically.

- I. **CALL TO ORDER** – Chair Pro Tem Brent Strate
- II. **CONSENT AGENDA**
 - A. Approval of September 7, 2021 CDRA Minutes
- III. **DISCUSSION/ACTION ITEMS**
 - A. Consideration of **CDRA Resolution 21-04** – Approving a Participation Agreement with The Gardens at Mount Ogden, LLC
- IV. **ADJOURN**

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on October 1, 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.



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

TUESDAY, SEPTEMBER 7, 2021 – 6:00 P.M.

COUNCIL CHAMBERS, CITY HALL

BOARD MEMBERS PRESENT

Chairman Russell Porter, Board Members Sallee Orr, Brent Strate, Mike Howard, and Jeanette Smyth

BOARD 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.

Motion from council meeting to enter CDRA Board Meeting:

00:02:03

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

I. CALL TO ORDER

- Chair Porter called the meeting to order at 6:04 pm and moved to the consent agenda

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46
47 **II. CONSENT AGENDA**

48 A. Approval of July 20, 2021 CDRA Minutes

- 49 • The chair called for a motion to approve the July 20, 2021 CDRA Minutes
50 00:02:25
51

52 **Board Member Strate so moved, followed by a second from Board Member Howard. Board**
53 **Members Orr, Strate, Howard, and Smyth all voted in favor of the motion.**
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57

58 **III. DISCUSSION/ACTION ITEMS**

59 Creation of Economic Development Strategy with Benj Becker and Tyler Partridge
60 00:02:43
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62
63

64 **IV. ADJOURN**

- 65 • Chair Porter called for a motion to adjourn
66 00:51:40
67

68 **Board Member Howard moved to adjourn the CDRA Board meeting and reconvene as the South**
69 **Ogden City Council. The motion was seconded by Board Member Strate. All present voted aye.**
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71 The meeting adjourned at 6:54 pm.
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85 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community Development
86 and Renewal Agency Board Meeting held Tuesday, September 7, 2021.
87

88 
89 Leesa Kapetanov, City Recorder, Board Secretary
90

Date Approved by Board

STAFF REPORT



SUBJECT: CDRA Resolution 21-04
AUTHOR: Matt Dixon
DEPARTMENT: Administration
DATE: 10/04/2021

RECOMMENDATION

Staff does not have a firm recommendation regarding this agenda item. The value of the Participation Agreement is dependant on how much the Agency values having a larger project that includes podium (under the building) parking in comparison to having a smaller project with fewer units and a much larger, surface parking lot.

BACKGROUND

In August of 2020, the South Ogden CDRA Agency approved a Development Agreement with The Gardens at Mt. Ogden, LLC that allows for the development of apartments in a podium-style, building with four floors of residential units above parking.

With the large increase in construction costs this year, the feasibility of the more expensive, poduim-parked project has decreased. The developer has asked for the Agency to share a portion of the new taxes that will be generated by this project over the next 10 years so they can move forward with the project.

ANALYSIS

Based on the anticipated capital investment of \$22M, the development of this project is expeccted to generate approximately \$70,000 in new property tax revenues. Based on the participation rates of the City and Weber County, it is estimated that the property tax increment that will be generated and remitted to the Agency will be approximately \$58,000 per year.

If the Agency would like to support this project, the recommendation is that the Agency agree to contribute \$50,000 of tax increment that is generated and received by the Agency for 10 years. This will enable the developer to pay for the cost of the more expensive, higher quality building/project and move forward with the development. By contributing \$50k of the \$58k, the Agency will still realize immediate financial benefits from the devleopment that the Agency can then use to help with other projects, the development of public improvement/infrastructure, etc.

The questions that the Agency needs to answer include: 1) Do you want to spend \$50k a year for 10 years for additional density and covered parking, and 2) Do you believe the added density, retail spending power, new housing units, etc. justify the sharing of the tax increment?

SIGNIFICANT IMPACTS

The full impact of this Participation Agreement are difficult to analyse because if the project does not happen, there is no new increment generated. If the project happens at a lower-quality, less expensive project, the increment generated is also much less.

If the Agency participates in the project, the money used to help is a percentage of the new property tax revenues generated as a result of the project. If the project doesn't happen, there is no new property tax revenues for the city or the Agency to use to support the project or to use for other projects (private or public).

ATTACHMENTS

Project Elevations

Project Site Plan

THE GARDENS APARTMENTS

955 COUNTRY HILLS DR. SOUTH OGDEN, UT 84403

ISSUE DATE:

JANUARY 16, 2021

PROJECT NUMBER

20033

REVISIONS:

No. Date Description

THE GARDENS APARTMENTS



UNIT MIX

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	TOTALS
STUDIO	2	2	2	4	10
ONE BED	18	18	18	18	72
TWO BED	8	8	8	7	31
TOTALS	28	28	28	29	113 UNITS

PARKING

	REGULAR	ADA	TOTALS
SURFACE PARKING	43	2	45
PARKING GARAGE	122	7	129
TOTALS	165	9	174

PROJECT INFORMATION

THESE DRAWINGS ARE PART OF A SET OF CONSTRUCTION DOCUMENTS. THE CONSTRUCTION DOCUMENTS CONSIST OF ONE OR MORE OF THE FOLLOWING ELEMENTS:

CONSTRUCTION DRAWINGS
SPECIFICATIONS
STRUCTURAL CALCULATIONS
CONTRACT FORMS AND CONDITIONS
ADDENDUM
MODIFICATIONS AND REVISIONS

CONTRACTORS, SUBCONTRACTORS, AND OTHERS WHO PROVIDE LABOR AND/OR MATERIALS REFERRING THESE DRAWINGS ARE RESPONSIBLE FOR OBTAINING AND REVIEWING ALL CURRENT CONSTRUCTION DOCUMENTS.

CONTRACTORS, SUBCONTRACTORS, AND OTHERS ARE TO REPORT ANY DISCREPANCIES OR ERRORS TO JZW ARCHITECTS IMMEDIATELY. ANY CHANGES TO THE PROJECT WILL BE VERIFIED WITH THE OWNER BY THE ARCHITECT AND REVISIONS WILL BE ISSUED BY ARCHITECT. CONTRACTORS ARE NOT TO MAKE ALTERATIONS OF ANY KIND WITHOUT THE PRIOR WRITTEN CONSENT OF ARCHITECT. DISCREPANCIES NOT REPORTED IMMEDIATELY ARE RESPONSIBILITY OF CONTRACTOR.

CONTRACTORS SHALL NOT SCALE FROM DRAWINGS. DIMENSIONS ARE PROVIDED TO ALLOW FOR ACCURATE CONSTRUCTION OF BUILDING. QUESTIONS ARISING FROM DIMENSIONS SHOULD BE RESOLVED BY CONTACTING ARCHITECT.

PROJECT DIRECTORY

OWNER
THE GARDENS AT MT. OGDEN LLC
925 E 40TH STREET
SOUTH OGDEN CITY, UT 84403

ARCHITECT
JZW ARCHITECTS
BRIAN ZATZ
948 W. HILLS FIELD RD. STE. 201
LAYTON, UT 84040
(801) 936-1343
BRIAN@JZW-A.COM

CONTRACTOR
JARED HILL SEN
HIGMARK CONSTRUCTION
1034 1300 W 43RD
LOGAN, UT 84301
435 752-4778
JARED@HILLSEN.COM

CIVIL ENGINEER
JEREMY DRAPER
REEVE & ASSOCIATES, INC.
5145 S. 1300 W.
RIVERDALE, UT 84405
(801) 821-3108
JDRAPER@REEVE-ASSOC.COM

STRUCTURAL ENGINEER
WILLIAM DRAPER
WELLS HOLMES
651 W. GALEN PARK BLVD. STE. 101
DRAPER, UT 84020
(801) 960-1775
WELLS@VICTORSE.COM

MECHANICAL ENGINEER
JEFF BROWN
JTB HVAC & PLUMBING ENGINEERING, INC.
922 W. BAKER DRIVE, SUITE 100
SOUTH OGDEN, UT 84405
(801) 848-8090
JEFF.BROWN@ENGINEERING.NET

ELECTRICAL ENGINEER
BRIAN KIRKOLFF
ROCKY MOUNTAIN CONSULTING ENGINEERS
2117 SOUTH 3600 WEST
SALT LAKE CITY, UT 84119
(801) 546-0003
BRIAN@RMCUT.COM

LANDSCAPE ARCHITECT
JEREMY ANKOWORTH
PNV DESIGN GROUP
RIVERDALE, UT 84405
(801) 821-3108
JANKOWORTH@PNVDESIGNGROUP.COM

POOL DESIGNER
BRIAN ANDERSON
WATER DESIGN INC.
6740 SOUTH 1300 EAST, SUITE 110
SALT LAKE CITY, UT 84121
(801) 261-4009 X 114
BRIAN@WATERDESIGN.COM

CODE SUMMARY

MULTI-FAMILY RESIDENTIAL

APPLICABLE CODE:
2018 INTERNATIONAL BUILDING CODE (I.B.C.)
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL FIRE CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE
2017 NATIONAL ELECTRIC CODE
ICC A117.3-2009

PROJECT LOCATION:
ADDRESS: 955 COUNTRY HILLS DR.
CITY: SOUTH OGDEN, UTAH
LOT SIZE: 40.24 A.C. (161 ACRES)

BUILDING 1: LOWER LEVEL PARKING 26,557 SF
TYPE 1-A: MAIN LEVEL PARKING 13,464 SF
TOTAL 60,021 SF

BUILDING 2: LEVEL ONE 25,458 SF
TYPE 1-A: LEVEL TWO 24,860 SF
LEVEL THREE 24,860 SF
LEVEL FOUR 24,860 SF
TOTAL 100,038 SF

OCCUPANCY GROUP: A-3, B, R-2, S
SPRINKLED
NFPA 13 SYSTEM
STANDPIPE CLASS 1 SYSTEM



JZW
ARCHITECTS



GENERAL NOTES - ELEVATION	
A	SEE SPECIFICATIONS ON SHEET 01.10 AND 01.11 FOR ADDITIONAL REQUIREMENTS.
B	COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
C	REFER TO MATERIAL LEGEND FOR MATERIAL SPECIFICATIONS. INSTALL AS PER ELEVATIONS.
D	REFER TO ARCHITECTURAL DETAILS FOR EXTERIOR MATERIAL TRANSITIONS.
E	ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARDS.
F	ALL EXTERIOR WALLS TO HAVE MINIMUM R-13 CAVITY INSULATION. REFER TO WALL TYPES.
G	BUILDING SIGNAGE SHOWN FOR REFERENCE ONLY. SIGNAGE CONTRACTOR TO SUBMIT A SEPARATE APPLICATION FOR SIGNAGE COMPLYING WITH SOUTH SALT CITY ORDINANCES.
KEYED NOTES	
1	STOREFRONT (METAL & TRIM COLOR: BLACK)
2	PRE-FINISHED METAL COPING, COLOR: BLACK
3	STAINLESS METAL TRIM AS PER WINDOW DETAILS ON A2.1. ARCHITECT TO SELECT FINISH FROM MANUFACTURER'S AVAILABLE COLORS. GC TO PROVIDE A TRIM/COLOR SUBMITTAL. PROVIDE PHYSICAL SAMPLES.
4	SCHEDULED WINDOW
5	SCHEDULED DOOR
6	100% GUARANTEED "PAVEMENT COAT" BLACK. REFER TO 2.0.1.5
7	PRE-FINISHED OUTSIDE CORNER METAL, 100% BY FRAME, 100% BLACK. ARCHITECT TO SELECT FINISH FROM MANUFACTURER'S AVAILABLE COLORS. GC TO PROVIDE A TRIM/COLOR SUBMITTAL. PROVIDE PHYSICAL SAMPLES.
8	STUCCO TRIM, COLOR TO MATCH SURROUNDING STUCCO. REFER TO WINDOW & DOOR DETAILS.

FRONT ELEVATION
1/8" = 1'-0"



REAR ELEVATION
1/8" = 1'-0"

MATERIAL LEGEND			
IMAGE	CODE	MATERIAL	COLOR/FINISH
	E11	MASONRY - BRICK	INTERSTATE BRICK
	E12	FIBER CEMENT LAP SIDING	6 1/4" TRADITIONAL LAP - ALLURA
	E13	METAL PANEL	SELECT TO BLACK STOREFRONT
	E14	EIFS	FINE SAND FINISH
	E15	STUCCO	FINE SAND FINISH
	E16	STUCCO - BRICK STENCIL	FINE SAND FINISH
	E17	STUCCO - BRICK STENCIL	FINE SAND FINISH
	E18	METAL	STOREFRONT, TRIM, COPING, FASCIA & SOFFIT

PROJECT NUMBER
20033

ISSUE DATE:
JANUARY 15, 2021

REVISIONS:
No. Date Description
2 2/24/2021 REV 2

CONSULTANT

THE GARDENS
APARTMENTS
955 COUNTRY HILLS DR. SOUTH OGDEN, UT
84403



ELEVATIONS

A2.1

JZW
ARCHITECTS



1
A2.2
LEFT SIDE ELEVATION
1/8" = 1'-0"



2
A2.2
RIGHT SIDE ELEVATION
1/8" = 1'-0"

GENERAL NOTES - ELEVATION	
A	SEE SPECIFICATIONS ON SHEET 01.10 AND 01.11 FOR ADDITIONAL REQUIREMENTS.
B	COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
C	REFER TO MATERIAL LEGEND FOR MATERIAL SPECIFICATIONS. INSTALL AS PER ELEVATIONS.
D	REFER TO ARCHITECTURAL DETAILS FOR EXTERIOR MATERIAL TRANSITIONS.
E	ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S STANDARDS.
F	ALL EXTERIOR WALLS TO HAVE MINIMUM R-13 CAVITY INSULATION. REFER TO WALL TYPES.
G	BUILDING SIGNAGE SHOWN FOR REFERENCE ONLY. SIGNAGE CONTRACTOR TO SUBMIT A SEPARATE APPLICATION FOR SIGNAGE COMPLYING WITH SOUTH POCONO CITY ORDINANCES.
KEYED NOTES	
1	PREP-FINISHED METAL CORNING COLOR: BLACK
2	TAMLYN METAL TRIM AS PER WINDOW DETAILS ON A7.2. ARCHITECT TO SELECT FINISH FROM MANUFACTURER'S AVAILABLE COLORS. GC TO PROVIDE A TRIM/COLOR SUBMITTAL. PROVIDE PHYSICAL SAMPLES.
3	PREP-FINISHED METAL CORNING COLOR: BLACK. REFER TO 2.1.1.5
4	PREP-FINISHED OUTSIDE CORNER METAL TRIM BY TAMLYN. GC TO SELECT FINISH FROM MANUFACTURER'S AVAILABLE COLORS. GC TO PROVIDE A TRIM/COLOR SUBMITTAL. PROVIDE PHYSICAL SAMPLES.

MATERIAL LEGEND			
IMAGE	CODE	MATERIAL	STYLE
	B.1	MASONRY - BRICK	INTERSTATE BRICK
	B.2	FIBER CEMENT LAP SIDING	8 1/4" TRADITIONAL LAP - ALLURA
	B.3	METAL PANEL	ACM PANEL
	B.4	EIFS	FINE SAND FINISH
	B.5	STUCCO	FINE SAND FINISH
	B.6	STUCCO - BRICK STENCIL	FINE SAND FINISH
	B.7	STUCCO	FINE SAND FINISH
	B.8	METAL	STOREFRONT, TRIM, COPING, FASCIA & SOFFIT
		COLOR/FINISH	
		DESERT SAND	
		STAIN - CEDAR	
		SELECT TO BLACK STOREFRONT	
		SW 7006 - PURE WHITE	
		SW 7006 - PURE WHITE	
		MATCH B-1	
		SW 7069 - IRON ORE	
		BLACK	

PROJECT NUMBER
20033

ISSUE DATE:
JANUARY 15, 2021

REVISIONS:
No. Date Description

2 2/24/2021 REV 2

CONSULTANT

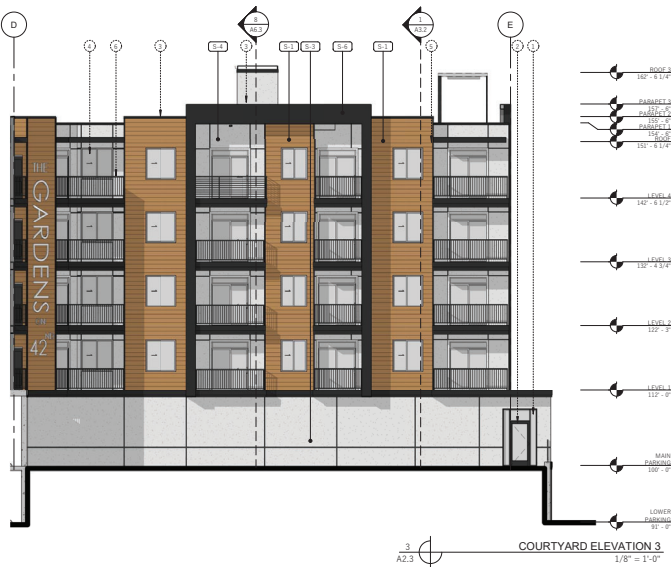
THE GARDENS
APARTMENTS
955 COUNTRY HILLS DR. SOUTH OGDEN, UT
84403











ELEVATIONS

A2.2

JZW
ARCHITECTS



GENERAL NOTES - ELEVATION	
A	SEE SPECIFICATIONS ON SHEET 01.10 AND 01.11 FOR ADDITIONAL REQUIREMENTS.
B	COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
C	REFER TO MATERIAL LEGEND FOR MATERIAL SPECIFICATIONS. INSTALL AS PER ELEVATIONS.
D	REFER TO ARCHITECTURAL DETAILS FOR EXTERIOR MATERIAL TRANSITIONS.
E	ALL VENT COVER COLORS TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STANDARDS.
F	ALL EXTERIOR WALLS TO HAVE MINIMUM R-13 CAVITY INSULATION. REFER TO WALL TYPES.
G	BUILDING SIGNAGE SHOWN FOR REFERENCE ONLY. SIGNAGE CONTRACTOR TO SUBMIT A SEPARATE APPLICATION FOR SIGNAGE COMPLYING WITH SOUTH OGDEN CITY ORDINANCES.
KEYED NOTES	
1	STOREFRONT (METAL & TRIM COLOR: BLACK)
2	SCHEDULED DOOR
3	PRE-FINISHED METAL COPING, COLOR: BLACK
4	SCHEDULED WINDOW
5	PRE-FINISHED OUTSIDE CORNER (METAL TRIM BY TAYLOR & COOPER). ARCHITECT TO SELECT FINISH FROM MANUFACTURERS AVAILABLE COLORS, GC TO PROVIDE A TRIM/COLOR SUBMITTAL. PROVIDE PHYSICAL SAMPLES.
6	PRE-FINISHED OUTSIDE CORNER (METAL TRIM BY TAYLOR & COOPER). ARCHITECT TO SELECT FINISH FROM MANUFACTURERS AVAILABLE COLORS, GC TO PROVIDE A TRIM/COLOR SUBMITTAL. PROVIDE PHYSICAL SAMPLES.
7	TAYLOR & COOPER (METAL TRIM BY TAYLOR & COOPER). ARCHITECT TO SELECT FINISH FROM MANUFACTURERS AVAILABLE COLORS, GC TO PROVIDE A TRIM/COLOR SUBMITTAL. PROVIDE PHYSICAL SAMPLES.

MATERIAL LEGEND				
RANGE	CODE	MATERIAL	STYLE	COLOR/FINISH
	B-1	MASONRY - BRICK	INTERSTATE BRICK	DESERT SAND
	B-2	FIBER CEMENT LAP SIDING	8 1/4" TRADITIONAL LAP - ALLURA	STAIN - CEDAR
	B-3	METAL PANEL	ACM PANEL	SELECT TO BLACK STOREFRONT
	B-4	EIFS	FINE SAND FINISH	SW 7006 - PURE WHITE
	B-5	STUCCO	FINE SAND FINISH	SW 7006 - PURE WHITE
	B-6	STUCCO - BRICK STENCIL	FINE SAND FINISH	MATCH B-1
	B-7	STUCCO	FINE SAND FINISH	SW 7069 - IRON ORE
	B-8	METAL	STOREFRONT, TRIM, COPING, FASCIA & SOFFIT.	BLACK

PROJECT NUMBER
20033

ISSUE DATE:
JANUARY 15, 2021

REVISIONS:

No. Date Description

CONSULTANT

THE GARDENS
APARTMENTS
955 COUNTRY HILLS DR. SOUTH OGDEN, UT
84403

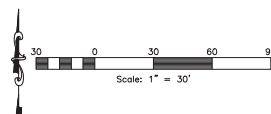
ELEVATIONS

A2.3

JZW
ARCHITECTS

1. 04/16/20 KE - COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
2. 12/16/20 KE - UPDATED BUILDING
3. 02/25/21 KE - CITY COMMENTS DATED 2/16/21.
4. 03/30/21 KE - UPDATED BUILDING FROM ARCH.

SOUTH OGDEN CITY, WEBER COUNTY, UTAH
NOVEMBER 2020



Sheet 1 - Cover/Index Sheet
Sheet 2 - Notes/Legend/Street Cross-Section
Sheet 3 - Demolition Plan
Sheet 4 - Site Plan
Sheet 5 - Grading & Drainage Plan
Sheet 6 - Utility Plan
Sheet 7 - Details
Sheet 8 - Details
Sheet 9 - Storm Water Pollution Prevention Plan Exhibit
Sheet 10 - Storm Water Pollution Prevention Plan Details

The improvement plans for this site have been reviewed by the City Engineer for general conformance with the requirements of the City Public Works Standards. This set of City approved drawings shall be used for construction of the required site improvements. The developer's engineer, whose stamp is on these drawings, is responsible for the accuracy of engineering design, drafting and related field information. Plan approval shall in no means be construed to indicate City acceptance for responsibility of engineering design. The construction contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his or her work with that of all other trades; and the satisfactory performances of his or her work.



THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS SHALL BE OBTAINED BY THE APPLICABLE INFORMATION PROVIDED BY OTHERS, THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Project Contact:
Project Manager: JEREMY DRAPER
Project Engineer: JEREMY DRAPER

Reeve & Associates, Inc. • Solutions You Can Build On

RA

Reeve & Associates, Inc.
5000 W. 10th Avenue, Suite 4440
Denver, Colorado 80202
TEL: (303) 421-1100

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAIL DESIGNERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

[illegible]

The Gardens Apartments

OF SECTION 9, T.5N., R.1W., S.L.B. & M., U.S. SURVEY
OGDEN CITY, WEBER COUNTY, UTAH

Cover/Index Sheet



Project Info.
 Engineer: JEREMY DRAPER P.E.
 Drafter: K.EAVES
 Begin Date: 4/16/2020
 Name: 42ND STREET
 APARTMENTS
 Number: 7365-01

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THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR. WITHOUT THEIR WRITTEN PERMISSION, THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

CDRA Resolution No. 21-04

**A RESOLUTION OF THE SOUTH OGDEN CITY COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY AUTHORIZING A PARTICIPATION AGREEMENT FOR
THE CITY CENTER CRA**

WHEREAS, the South Ogden City Community Development and Renewal Agency (the “**Agency**”) is authorized to provide for project area development pursuant to Utah Code Ann. § 17C-1-101 et seq., the Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the “**Act**”); and

WHEREAS, the Agency is authorized to enter into agreements with property owners, governmental entities, private entities and others; and

WHEREAS, the Agency finds the participation agreement between the Agency and the developer (the “**Participation Agreement**”) to be in harmony with and consistent with the Plan for the Project Area and in the best interests of the Agency and South Ogden City.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY:

1. The Agency, having reviewed the matter, hereby approves the Participation Agreement attached hereto as **Exhibit A** and authorizes the Chair and Secretary to execute the Participation Agreement on behalf of the Agency upon execution of the Participation Agreement by the counterparty to the agreement.
2. The Participation Agreement is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair of the Agency in cooperation with Agency legal counsel, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein, so long as such changes are keeping with the intent and purpose of the Participation Agreement.
3. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED on the 5th day of October, 2021.

Russell L. Porter, Chair
*South Ogden City Community Development
and Renewal Agency*

Attest:

Leesa Kapetanov, Secretary

EXHIBIT A

Participation Agreement

**PARTICIPATION AGREEMENT by and between the SOUTH OGDEN
CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and
THE GARDENS AT MT. OGDEN, LLC for the SOUTH OGDEN CITY
CENTER COMMUNITY REINVESTMENT PROJECT AREA**

This Participation Agreement (the “**Agreement**”) is made and entered into as of this _____ day of _____ 2021 (the “**Effective Date**”), by and among the SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (the “**Agency**”), a political subdivision of the State of Utah operating under the Utah Community Reinvestment Agency Act (the “**Act**”; § 17C-1-101 *et seq.*, or its predecessor statutes), and THE GARDENS AT MT. OGDEN, LLC, a Utah limited liability company (“**Participant**”). Participant and the Agency may from time to time hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

1. SUBJECT OF AGREEMENT

1.1. Purpose of the Agreement

The purpose of this Participation Agreement (the “**Agreement**”) is to carry out in part the Project Area Plan (the “**Plan**”) for the South Ogden City Center Community Reinvestment Project Area (the “**Project Area**”) by providing for incentives to entice Participant to develop a multi-family housing development in the Project Area (the “**Project**”), and to specify the terms and conditions pursuant to which the Agency and Participant will cooperate in bringing about such development, including funds the Agency will provide to assist in Participant’s development of the Project, which will benefit the Project Area and the City as a whole. A conceptual development plan for the Project is attached as **Exhibit A**.

1.2. Agreement in the Best Interests of the City and Residents

This Agreement is in the vital and best interests of South Ogden City, Utah (the “**City**”), and the health, safety and welfare of its residents, and in accord with public purposes. This Agreement is carried out pursuant to the Act.

1.3. The Project Area

The Project Area is located within the boundaries of the City. The exact boundaries of the Project Area are specifically and legally described in the Plan.

1.4. Description of the Site

The site of the Project is located within the Project Area on parcels consisting of approximately 1.39 total acres (the “**Site**”) that are owned by Participant. The Site is shown in detail on the site map, attached hereto as **Exhibit B**. The Site is only a portion of the Project Area. The Site is currently identified as Weber County Parcel No. 06-074-0001.

1.5. Interlocal Agreements

Subject to the terms of the interlocal agreements with South Ogden City, Weber County, and the Central Weber Sewer Improvement District (attached hereto as **Exhibits C, D, and E**, respectively) (together, the “**Interlocal Agreements**”), the Agency is entitled to receive, for a period of up to 20 years (the “**Tax Increment Term**”), a portion of the tax increment generated by the development within the Site (the “**Agency Share**”). From the Agency Share, fifty percent (50%) of Agency Share shall be available to be used toward project area development (the “**Project Area Funds**”) and payment of the Incentive. Participant shall have no claim to interest earned by the Agency on any portion of the Agency Share. For clarity, the Agency Share consists of only those funds that are generated by taxes paid on development within the Site that are received by the Agency pursuant to the Interlocal Agreements; the Agency Share does not include any funds received by the Agency pursuant to the Interlocal Agreements due to development outside of the Site, funds currently held by the Agency, or funds received by the Agency from any other sources.

1.5.1. Commencement of Tax Increment Term

The Interlocal Agreements allow the Agency to begin (or “trigger”) collecting the Agency Share beginning on January 1 of 2022 or 2023 in order to receive tax increment for the full Tax Increment Term. The Agency shall take such actions as may be necessary to trigger collection of the Agency Share beginning no later than January 1, 2023.

1.6. Description of the Project

Participant shall develop the Project within the Site. Participant agrees that its total construction and improvements in the Site shall be no less than \$19,000,000 (the “**Investment**”). A portion of the Investment will be used to construct infrastructure improvements of the types listed on **Exhibit F** (the “**Infrastructure Improvements**”).

1.7. The Incentive

1.7.1. Definitions

- a. “**Commencement Date**” means December 31 of the year in which Participant achieves substantial completion of construction of the Project and receives a certificate of occupancy from South Ogden City for at least 100 residential units within the Site.
- b. “**Incentive**” means an annual payment from the Agency in an amount equal to fifty percent (50%) of the amount of the Agency Share, for a period of up to ten (10) consecutive tax years, beginning with the first full tax year after the Commencement Date and ending no later than December 31, 2033.
- c. “**Taxes**” means the real and personal property taxes paid by Participant on the Site.

1.7.2. Agreement to Pay Incentive

The Agency agrees to pay Participant the Incentive for each of the ten (10) years following the Commencement Date but in no case beyond December 31, 2033, subject to compliance with the terms and conditions of this Agreement.

1.8. Parties to the Agreement

1.8.1. The Agency

The address of the Agency for purposes of this Agreement is:

South Ogden City Community Development and Renewal Agency
3950 S. Adams Ave.
South Ogden, Utah 84403
Attention: South Ogden City Manager
Email: mdixon@southogdencity.com

With a copy to:

Smith Hartvigsen, PLLC
Attn: Adam S. Long
257 East 200 South, Suite 500
Salt Lake City, UT 84111
email: along@SHUtah.law

1.8.2. The Participant

Participant's address for purposes of this Agreement is:

The Gardens at Mt. Ogden, LLC
c/o Devin Hubbard and Ryan Hughes
6086 Woodland Dr.
Ogden, UT 84403
devinhubbard03@gmail.com
rhughes2012@gmail.com

1.9. Prohibition against Certain Changes

1.9.1. Representation by Agency

Agency represents that the qualifications and identity of Participant are of particular concern, and that in reliance on Participant's qualifications and identity the Agency is entering into this Agreement. Accordingly, the transfer restrictions of this Section 1.10 represent a material inducement for Agency to enter into this Agreement.

1.9.2. Representation as to Development Intent

Participant represents and agrees that its Investment in and use of the Project, and Participant's other undertakings reflected in this Agreement are and shall only be for the purpose of Participant's development of the Project and not for speculation in land holding or otherwise.

1.9.3. Assignment or Transfer of Agreement

Participant represents and agrees for itself and its successors and assigns that Participant will not assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder, during the term of this Agreement except as explicitly allowed herein or as agreed to in a writing signed by the Parties.

The foregoing notwithstanding, Participant may transfer its rights and obligations under this Agreement to any of its subsidiaries or affiliates without the Agency's prior written approval during the term of this Agreement; provided, however, that Participant must provide notice of the intended transfer to the Agency at least 60 days in advance of the actual transfer.

The attempted or actual assignment or delegation of this Agreement in violation of the above provisions is a material Default that shall be subject to the provisions of Article 5 of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, Participant's granting, pledging or otherwise transferring an interest in this Agreement, the payment of the Incentive as contemplated by this Agreement, the Project, or the Site or any portion thereof as collateral or security in connection with a financing transaction shall not constitute an assignment or transfer and shall not otherwise require the consent of the Agency.

1.9.4. Conveyance of Site Prior to Completion of Construction

Prior to substantial completion of construction of the Project, Participant shall not sell, transfer, directly or indirectly, any Interest in the Site. If, prior to substantial completion of construction of the Project, any Interest in the Site is sold or transferred, Participant shall be deemed to have breached this Agreement, and the Agency City shall be relieved of any and all remaining obligations under this Agreement from the date of sale or transfer. For this purpose, "Interest in the Site" means any legal or beneficial interest in the Site, including but not limited to, those beneficial interests transferred in a deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Participant at a future date to a purchaser.

1.9.5. Conveyance of Site After Completion of Construction

After substantial completion of construction of the Project, Participant may sell, transfer, directly or indirectly, the whole of the Site or undivided interests therein, provided Participant obtains the written consent of Agency, which consent shall not be unreasonably withheld so long as such transfer is in compliance with the requirements hereunder. With any sale or transfer of the Site, Participant shall, with the consent of Agency, assign this Agreement to the purchaser of the Site or any undivided interest therein, on condition that: (a) such assignment shall only be permitted in

connection with the sale of the Site, (b) Participant shall not be in default hereunder, and (c) the form of the assignment shall both assign the rights and require the transferee to assume the responsibilities under this Agreement.

1.9.6. Transfer to Tax-Exempt Organization

Notwithstanding anything in this Agreement to the contrary, any attempt by Participant or its Agency-approved transferee or assignee to transfer any of the real or personal property within the Site to a tax-exempt organization or otherwise to exempt any of the taxable property within the Site from *ad valorem* property taxation without the prior written consent of the Agency will entitle the Agency, at its sole discretion, to immediately and without prior notice terminate this Agreement, cease further payments under this Agreement to Participant or its successors or assigns, and seek remedies, pursuant to Subsection 5.3.1., including repayment of all amounts paid to Participant under this Agreement. If an Interest in the Site is sold or transferred to a third-party unaffiliated with Participant, the subsequent sale or transfer of that Interest in the Site to a tax-exempt entity is not subject to the restrictions set forth in this Subsection 1.10.6.

1.9.7. Continuing Obligations

A permitted assignment of this Agreement that is associated with the conveyance of a partial Interest in the Site shall not relieve Participant from any and all obligations under this Agreement unless specifically agreed to in writing by the Agency. Except as otherwise provided herein, all of the terms, covenants, and conditions of this Agreement are and will remain binding upon Participant and its Agency-approved transferee or assignee until the expiration or termination of this Agreement.

1.9.8. Foreclosure

The transfer of the Site or any portion thereof pursuant to a foreclosure, judicial sale, or similar action, or under threat of such action, shall constitute a Default under this Agreement.

2. OBLIGATIONS OF THE PARTIES

2.1. Payment of Incentive

2.1.1. Payment Obligation

So long as Participant fulfills all of its obligations under this Agreement, the Agency will pay to Participant the Incentive. The Incentive for any given year shall not exceed fifty percent (50%) of the total amount of the Agency Share generated for that year and the cumulative amount of the Incentive paid to Participant shall not exceed \$700,000.00 (the “**Incentive Cap**”), although the total Incentive may be less than the Incentive Cap. The Agency shall make the payment to Participant representing the Incentive for the preceding year within sixty (60) days after the date on which all of the conditions precedent as described in Section 2.3 are met. Notwithstanding the foregoing, the Agency, in its sole discretion, may delay the final payment of the Incentive until all deadlines to contest or appeal the assessed value of taxable property within the Site have passed;

in the event of such a decision by the Agency, the final Incentive payment shall be made no later than sixty (60) days after such deadlines have passed.

2.2. Sole Source of Funding for the Incentive

The entirety of Participant's Incentive contemplated in this Agreement will be funded solely by the Project Area Funds received by the Agency pursuant to the Interlocal Agreements generated solely by the Site. Participant is not, and shall not be, entitled to any other funds collected by the Agency for the Project Area or any other funds held by the Agency.

2.3. Conditions Precedent to the Payment of the Incentive to Participant

In addition to other provisions in this Agreement, the Agency has no obligation to remit to Participant the Incentive unless and until all the following conditions precedent (each a "**Condition Precedent**") and together "**Conditions Precedent**"), as detailed in the following subsections, are satisfied:

2.3.1. Agency is Entitled to Receive the Agency Share

The Agency is not obligated to pay to Participant the Incentive unless the Agency is legally entitled to receive the Agency Share pursuant to the Interlocal Agreements. The Agency agrees not to amend the Interlocal Agreements in a way that would reduce, or would potentially reduce, the Project Area Funds available to pay the Incentive without the prior written consent of Participant.

2.3.2. Agency has Actually Received the Agency Share Payment

The Agency is obligated to pay to Participant the Incentive only to the extent the Agency has actually received the Agency Share payment(s) from the entity charged with collecting property taxes for the particular calendar year.

2.3.3. Operation of Project

The Agency is not obligated to pay to Participant the Incentive unless Participant has continuously operated the Project as described in Section 2.13.

2.3.4. Payment of Taxes

Participant shall not receive any payments (including payments representing the Incentive) from the Agency for any period until the Agency has received documentation from Participant that all Taxes applicable to the Site have been paid by Participant. Notwithstanding the foregoing, Participant may at its cost petition the Weber County Board of Equalization to have the assessed valuation of the Site reduced; if Participant does initiate any such proceedings, it shall promptly notify the Agency in writing. Participant acknowledges that any reduction in assessed value of the Site will result in a corresponding reduction in the amount of the Incentive. If Participant's petition to contest the assessed valuation of the Site has not been resolved by the payment deadline for the Taxes, Participant shall pay the full assessment by that deadline. Upon the final determination of any proceeding or contest: (a) if the determination results in Participant owing additional Taxes,

Participant shall immediately pay the Taxes due, together with all costs, charges, interest, and penalties incidental to the proceedings; and (b) if the determination results in Participant owing a lesser amount of Taxes than already paid, then Participant shall promptly notify the Agency, which shall adjust the amount of the Incentive for that year.

2.3.5. Compliance with Development Agreement

The Project is subject to that certain development agreement between South Ogden City and Participant, recorded as Entry # 3081602 in the office of the Weber County Recorder (as may be amended from time to time, the “**Development Agreement**”). The Agency shall not pay the Incentive to Participant unless Participant is in compliance with all material aspects of the Development Agreement at all times during the year for which the Incentive is being sought.

2.3.6. Request for Incentive

The Agency is not obligated to pay the Incentive to Participant unless Participant has made a timely Request for Payment in writing pursuant to Section 2.5 for the year for which payment of the Incentive is sought.

2.4. Effect of Failure to Meet Conditions Precedent to Payment of Incentive

In the event that the conditions precedent as described in Section 2.3 are not fully met by March 31 of the year following the year for which the Incentive is sought, and the Participant is thus not entitled to receive the Incentive attributable to that tax year, but is otherwise not in default under this Agreement, such failure shall not be a breach of this Agreement. Such failure shall result in the forfeiture by Participant of the Incentive for that particular year. Notwithstanding anything to the contrary or otherwise stated herein, in no event will the Participant be subject to a clawback or repayment of any portion of the Incentive that has already been paid to the Participant, unless such repayment is necessary to correct for an administrative or clerical error that resulted in an overpayment to the Participant.

2.5. Request for Payment

Participant shall submit in writing a request for payment to the Agency by March 31 of the year following the year for which the Incentive is being sought (the “**Request for Payment**”). Each Request for Payment shall be in substantially the form attached hereto as **Exhibit G** and shall include, at a minimum, the information listed in **Exhibit G**. In the event that the Agency determines that a Request for Payment is incomplete or otherwise deficient, the Agency shall notify Participant within thirty (30) days of the Agency’s receipt of the Request for Payment. A deficient Request for Payment that is submitted by the date established in this section shall be treated as timely so long as Participant provides an updated Request for Payment within fifteen (15) days of receiving notice of the deficiency from the Agency.

2.6. Payment of Taxes

During the term of this Agreement, to the extent applicable, Participant and any of its successors-in-title to any portion of the Site agree to timely pay, prior to delinquency, all Taxes assessed against the Site to the extent owned by Participant or any successors-in-title; provided, however, that Participant expressly retains any and all rights to: (a) challenge, object to, or appeal any real property or personal property and other *ad valorem* taxes and assessments; and (b) petition for the reduction thereof.

2.7. Reduction or Elimination of Incentive

The Parties agree that Participant assumes and accepts the risk of possible alteration of federal or state statute, regulation, or adjudication rendering unlawful or impractical the collection, receipt, disbursement, or application of the Incentive as contemplated in and by this Agreement. If the provisions of Utah law which govern the payment of the Incentive are changed or amended so as to reduce or eliminate the amount paid to the Agency under the Interlocal Agreements, the Agency's obligation to pay Participant the Incentive, as applicable, will be proportionately reduced or eliminated, but only to the extent necessary to comply with the changes in such law. Participant agrees and acknowledges that it has made such investigations as necessary and assumes all risk as to whether the Project Area, the Plan, the Budget, and the Interlocal Agreements were properly approved, adopted, and made effective. Notwithstanding any change in law, Participant specifically reserves and does not waive any right it may have to challenge, at Participant's sole cost and expense, the constitutionality of any law change(s) that would reduce or eliminate the payment of the Incentive to Participant and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of the Incentive to Participant. Participant acknowledges, understands, and agrees that the Agency is under no obligation to challenge the validity, enforceability, or constitutionality of a change in law that reduces or eliminates the payment of Incentive to Participant, or to otherwise indemnify or reimburse Participant for its actions to independently do so.

2.8. Declaration of Invalidity

In the event any legal action is filed in a court of competent jurisdiction that seeks to invalidate the Project Area, the Plan, or this Agreement or that otherwise seeks to or would have the possible result of reducing or eliminating the payment of the Incentive to Participant, the Agency shall provide written notice of such legal action to Participant. In the event such an action is filed, the Agency shall have no obligation to challenge that action or defend itself against such action but agrees not to enter into any settlement, consent, decree, or other resolution without first providing Participant a reasonable opportunity to intervene and defend its rights and privileges provided under this Agreement. If requested by Participant, the Agency may, at its sole discretion, take such actions as may be reasonably required to defend such legal action and to address the grounds for any causes of action that could result in the reduction or elimination of the Incentive. Participant specifically reserves and does not waive any right it may have to intervene, at Participant's cost and expense, in any such legal action and challenge the basis for any causes of action or any remedy sought that would reduce or eliminate the payment of the Incentive to Participant, and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of the Incentive to Participant. In the event that the court declares that the

Agency cannot pay the Incentive, invalidates the Project Area or the Plan, the Interlocal Agreements, or this Agreement, or takes any other action which eliminates or reduces the amount of Incentive, and the grounds for the legal determination cannot reasonably be addressed by the Agency, the Agency's obligation to pay to Participant the Incentive in accordance with this Agreement will be reduced or eliminated to the extent required by law.

2.9. Dispute over Receipt of Payment of the Incentive

In the event a dispute arises as to the person or entity entitled to receive the Incentive under this Agreement due to a claimed assignment of this Agreement by Participant or claimed successor-in-interest to this Agreement and successor-in-title to the Project, the Agency may withhold payment of the Incentive and may refrain from taking any other action required of it by this Agreement until the dispute is resolved either by agreement or by a court of competent jurisdiction and sufficient evidence of such resolution is provided to the Agency. The Agency shall be entitled to deduct from its payment of the Incentive any costs or expenses, including reasonable attorney fees, incurred by the Agency due to the dispute.

2.10. Nature of Participant's Obligations and Limitation

The Agency shall have no right to compel Participant to install any necessary improvements or otherwise develop or construct the Project.

2.11. Development and Operation of the Project

From and after substantial completion of construction of the Project, Participant shall continuously Operate the Project on the Site as a residential apartment facility for the full Term of this Agreement. For purposes of this Agreement, "**Operated**", "**Operate**", "**Operational**", or "**Operations**" of the Project shall mean when the following conditions are satisfied: (1) Participant has constructed at least one hundred (100) residential units within the Site; (2) Participant has constructed a building or buildings with total interior space of at least 100,000 square feet; (3) Participant has expended the entire Investment in construction of the Project, and (4) Participant continuously uses commercially reasonable efforts to develop the Project and to attract tenants to the Project. For purposes of this Section, Participant shall be deemed to have continuously Operated the Project if the foregoing standards are substantially met or exceeded, notwithstanding temporary cessation of Operations for inspection, maintenance, repair, replacement, and/or events of *force majeure* or destruction.

2.12. Commencement of Operations

Operations of the Project as described in Section 2.11 shall begin no later than January 1, 2024. If Participant fails to commence Operations of the Project as required by this Section for any reason other than events of *force majeure*, the Agency shall have the right to terminate this Agreement upon written notice to Participant, subject, however, to any notice and cure periods set forth in Article 5.

2.13. Continuing Operations

After Operations of the Project have commenced, Operations of the Project shall continue throughout the term of this Agreement as set forth in Article 4. For purposes of this Section, the Project shall be considered to be in Operation if the Project is Operating as described in Section 2.11 of this Agreement.

2.14. Cessation of Operations

If after January 1, 2024 Participant ceases to Operate the Project for any reason other than events of *force majeure* or destruction (“**Cessation**”), such Cessation shall be a default subject to the provisions of Article 5.

2.15. Funding Responsibility

The Parties understand and agree that funding for the Investment comes entirely from Participant’s internal capital or from financing obtained by Participant. The Agency shall not be liable or responsible for providing, obtaining, or guaranteeing such financing.

3. ADDITIONAL TERMS

3.1. Investment

Participant will at all times be responsible for its Investment in the Project Area. Recognizing the level of Investment by Participant, the Agency has determined that it is in the best interests of the residents of the City to provide the Incentive to Participant as an incentive to develop the Project and undertake the continued Operation requirements as contemplated in this Agreement.

3.2. Responsibility for Development Plans and Permits

The Agency shall not have any responsibility to obtain permits, licenses, or other approvals for any development within or relating to the Project Area, provided, however, Agency will reasonably cooperate in providing any consents or acknowledgments as may be required to obtain the same.

3.3. Other Terms

3.3.1. City Land Use Authority

Participant acknowledges that nothing in this Agreement shall be deemed to supersede, waive, or replace the City’s authority over land use, zoning, and permitting within the City.

3.3.2. Restriction Against Parcel Splitting

During the Term, Participant shall not, without the prior written approval of the Agency subdivide the Site or consolidate the Site with other real property in such a way that any portion thereof would extend outside of the boundaries of the Project Area. Participant understands and

acknowledges that these requirements are intended to avoid the creation by the Weber County Assessor of tax identification parcels that extent beyond the boundaries of the Project Area.

3.3.3. Deannexation

Participant agrees that it will not vote or petition to remove, deannex, disconnect, or disincorporate the Project Area or any portion thereof from the City during the Term of this Agreement. In the event that the Site or a portion thereof is disconnected, deannexed, disincorporated, or otherwise removed from the municipal boundaries of the City, the Agency's obligations to pay the Incentive shall immediately cease. Further, Participant shall not seek to nor support any legislation that would (i) restrict or eliminate the City's land use authority over any portion of the Project Area or (ii) allow for any portion of the funds that comprise Agency Share to be paid to any other person or entity.

3.3.4. Limits on Liability

In no event shall one Party be liable to the other(s) for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind (including, but not limited to, loss of profits, loss of reputation, or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship or dealings between Participant and the Agency, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), willful misconduct, strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise.

3.3.5. Local, State, and Federal Laws

Each Party shall act in conformity with all applicable laws; provided, however, that unless otherwise addressed elsewhere in this Agreement, nothing herein shall limit the right of Participant to properly challenge any such law or the applicability of such law.

3.3.6. Rights of Access

Representatives of the Agency shall have the right of reasonable access to the Site for purposes of inspecting Participant's compliance with this Agreement, with reasonable and prior written notice (but in no event less than 24 hours prior), and without charges or fees, during normal business hours or as otherwise agreed to in writing by Participant, subject, however, to the rules, regulations, security protocols and other access limitations for safety and security purposes as required by Participant.

3.3.7. Responsibility of the Agency

The Agency shall not have any obligation under this Agreement other than those specifically provided for herein. Except as expressly provided for in this Agreement, nothing herein shall be construed as requiring the Agency to pre-approve or prejudge any matter, or as otherwise binding the Agency's discretion or judgment on any issue prior to an appropriate hearing (if required), review, or compliance with any other requirement.

3.3.8. Non-waiver of Governmental Immunity

Nothing in this Agreement shall be construed as a waiver of any immunity, protection, or rights granted to the Agency under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et seq.*

4. EFFECT AND DURATION OF COVENANTS; TERM OF AGREEMENT

The covenants, including but not limited to conformance with federal, local, and state laws, established in this Agreement shall, without regard to technical classification and designation, be binding on the Parties and any successors-in-interest during the term of this Agreement, which shall terminate on the date that is 180 days after the final payment is made to Participant pursuant to this Agreement, unless earlier terminated by written agreement of the Parties or pursuant to the terms of Article 5 (the “**Term**”). All of the rights and benefits associated with this Agreement shall only inure to the benefit of the Participant and any Agency-approved transferee or assignee.

5. DEFAULTS, REMEDIES, AND TERMINATION

5.1. Default

If either the Agency or Participant fails to perform or delays performance of any material obligation of this Agreement and fails to cure as provided for in this Article 5, such conduct constitutes a default of this Agreement (“**Default**”). The Party in default must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 5.3 hereof.

5.2. Notice

If a Default under this Agreement occurs, the non-defaulting Party shall give written notice (a “**Default Notice**”) of the Default to the defaulting Party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.3. Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty

(30) days. If the Default is not cured, or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, by such Party within thirty (30) days of delivery of the Default Notice, such failure to cure shall be an Event of Default (“**Event of Default**”), and the non-defaulting Party may pursue such other rights and remedies as it may have, except, however, if Participant fails to commence or continue Operations as required by Sections 2.12 and 2.13, above, then in such case Agency shall be entitled to, as its sole remedy, immediately terminate this Agreement (for clarity, Agency may not commence an action against Participant for specific performance to commence or continue Operations). Further, in Event of Default by Participant, Agency’s sole remedy shall be to terminate this Agreement upon payment of any amounts that may be due from Participant to the Agency under this Agreement.

5.3.1. Rights and Remedies

Upon the occurrence of an Event of Default, the non-defaulting Party shall have all remedies provided for in this Agreement and shall have the right to obtain specific performance, unless otherwise limited by the express remedies set forth in this Agreement. Such remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting Party.

Notwithstanding to foregoing, the Agency shall not have to right to compel, through a remedy of specific performance or otherwise, the Participant to make any investment within the Project Area or to Operate the Project as contemplated by this Agreement.

5.3.2. Legal Actions

5.3.2.1. Venue

All legal actions between the Parties, arising under this Agreement, shall be conducted exclusively in the Second District Court for the State of Utah located in Weber County, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah.

5.3.2.2. Service of Process

Service of process on the Agency shall be made by personal service upon the Chairman or Executive Director of the Agency or in such other manner as may be provided by law. Service of process on Participant shall be by personal service upon its Registered Agent, or in such other manner as may be provided by law, whether made within or without the State of Utah.

5.3.2.3. Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

6. GENERAL PROVISIONS

6.1. Authority

Each Party hereby represents and warrants to the other that the following statements are true, complete, and not misleading as regards to the representing and warranting party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms, subject to: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally; and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity.

6.2. Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between the Agency and Participant shall be sufficiently given if emailed and: (1) personally delivered; or (2) if dispatched by registered or certified mail, postage prepaid, return-receipt requested, to the principal offices of the Agency and Participant, as designated in Sections 1.9.1 and 1.9.2 hereof. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder. Delivery of notice shall be complete upon making physical delivery or five days after mailing of the writing containing the notice.

6.3. Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant, or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

6.4. Nonliability of Officials and Employees

No director, officer, agent, employee, representative, contractor, attorney, or consultant of the Parties hereto shall be personally liable to any other Party hereto, or any successor-in-interest thereof, in the event of any Default or breach by a Party hereto or for any amount which may become due to a Party hereto or to its successor, or on any obligations under the terms of this Agreement.

6.5. Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where a “force majeure” event has occurred, which shall mean and include delays or defaults due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, terrorist activity, pandemics, quarantine restrictions, freight embargoes, lack of transportation, unusually severe weather, or any other causes beyond the reasonable control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent, whether on the part of the Agency’s Executive Director or its governing board or on the part of Participant, to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and Participant by mutual agreement.

6.6. Approvals

Whenever the consent or approval is required of any Party hereunder, except as otherwise herein specifically provided, such consent or approval shall not be unreasonably withheld or delayed.

6.7. Time of the Essence

Time shall be of the essence in the performance of this Agreement.

6.8. Attorney Fees

In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees related to such litigation.

6.9. Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall be construed as creating the relationship of principal and agent, or a partnership, or a joint venture, or an enterprise between the Parties hereto.

6.10. No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create for either Party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any benefits hereunder accrue to any third party.

6.11. Mediation

In the event a dispute arises between the parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit

the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the Parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each Party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Weber County, Utah.

6.12. Headings

Article and Section titles, headings or captions are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

6.13. Contra Proferentum

This is an arm's-length Agreement: The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and the risks involved and having had the opportunity to obtain legal counsel of their choice. Consequently, no provision of this Agreement shall be strictly construed against either Party.

6.14. Further Assurances

The Parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

6.15. Incorporation of Recitals and Exhibits

All recitals and exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

7. DUPLICATION, INTEGRATION, WAIVERS, AND AMENDMENTS

7.1. Duplicate Originals

This Agreement may be executed in duplicate originals, each of which shall be deemed an original. Email transmission of pdf-format signatures shall be considered original signatures and pdf-format scans of original documents shall be treated as original documents.

7.2. Integration

This Agreement (including its exhibits) constitutes the entire understanding and agreement of the Parties regarding the subject matter thereof. When executed by the Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter thereof.

7.3. Waivers and Amendments

All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement between Participant and the Agency.

[Remainder of page intentionally left blank; signature pages to follow]

“Agency”

**SOUTH OGDEN CITY COMMUNITY
DEVELOPMENT AND RENEWAL
AGENCY**

By: _____
Russell L. Porter, Chair

Attest:

By: _____
Leesa Kapetanov, Secretary

“Participant”

THE GARDENS AT MT. OGDEN, LLC

By: _____
Lincoln S. Howell, its Manager

Exhibit A
to Participation Agreement

Conceptual Development Plan

THE GARDENS APARTMENTS

955 COUNTRY HILLS DR. SOUTH OGDEN, UT 84403

ISSUE DATE:

JANUARY 16, 2021

PROJECT NUMBER

20033

REVISIONS:

No. Date Description

THE GARDENS APARTMENTS



UNIT MIX

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	TOTALS
STUDIOS	2	2	2	2	8
ONE BED	18	18	18	18	72
TWO BED	9	9	9	9	36
TOTALS	29	29	29	29	116 UNITS

PARKING

	REGULAR	ADA	TOTALS
SURFACE PARKING	40	2	42
PARKING GARAGE	128	6	134
TOTALS	177	8	185

PROJECT INFORMATION

THESE DRAWINGS ARE PART OF A SET OF CONSTRUCTION DOCUMENTS. THE CONSTRUCTION DOCUMENTS CONSIST OF ONE OR MORE OF THE FOLLOWING ELEMENTS:

CONSTRUCTION DRAWINGS
SPECIFICATIONS
STRUCTURAL CALCULATIONS
CONTRACT FORMS AND CONDITIONS
ADDENDUM
MODIFICATIONS AND REVISIONS

CONTRACTORS, SUBCONTRACTORS, AND OTHERS WHO PROVIDE LABOR AND/OR MATERIALS REFERRING THESE DRAWINGS ARE RESPONSIBLE FOR OBTAINING AND REVIEWING ALL CURRENT CONSTRUCTION DOCUMENTS.

CONTRACTORS, SUBCONTRACTORS, AND OTHERS ARE TO REPORT ANY DISCREPANCIES OR ERRORS TO JZW ARCHITECTS IMMEDIATELY. ANY CHANGES TO THE PROJECT WILL BE VERIFIED WITH THE OWNER BY THE ARCHITECT AND REVISIONS WILL BE ISSUED BY ARCHITECT. CONTRACTORS ARE NOT TO MAKE ALTERATIONS OF ANY KIND WITHOUT THE PRIOR WRITTEN CONSENT OF ARCHITECT. DISCREPANCIES NOT REPORTED IMMEDIATELY ARE RESPONSIBILITY OF CONTRACTOR.

CONTRACTORS SHALL NOT SCALE FROM DRAWINGS. DIMENSIONS ARE PROVIDED TO ALLOW FOR ACCURATE CONSTRUCTION OF BUILDING. QUESTIONS ARISING FROM DIMENSIONS SHOULD BE RESOLVED BY CONTACTING ARCHITECT.

PROJECT DIRECTORY

OWNER
THE GARDENS AT MT. OGDEN LLC
925 E 40TH STREET
SOUTH OGDEN CITY, UT 84403

ARCHITECT
JZW ARCHITECTS
BRIAN ZATZ
848 W. HILL FIELD RD. STE. 201
LAYTON, UT 84040
(801) 936-1343
BRIAN@JZW-A.COM

CONTRACTOR
JARED HILL SEN
HIGMARK CONSTRUCTION
1031 1300 W 4130
LOGAN, UT 84301
435 752 4778
JARED@HIGMARK.COM

CIVIL ENGINEER
JESSIE SHAPIRO
REEVE & ASSOCIATES, INC.
5140 S. 1300 W.
RIVERDALE, UT 84405
(801) 821-3108
JSHAPIRO@REEVE-ASSOC.COM

STRUCTURAL ENGINEER
WILLIAM SHAPIRO
WELLS HOLMES
621 W. GALEN PARK BLVD. STE. 101
DRAPER, UT 84020
(801) 960-1775
WELLS@VICTORSE.COM

MECHANICAL ENGINEER
JEFF BROWN
JTB HVAC & PLUMBING ENGINEERING, INC.
922 W. BAXTER DRIVE, SUITE 100
SOUTH JORDAN, UT 84095
(801) 848-8090
JEFF.BROWN@TEENGINEERING.NET

ELECTRICAL ENGINEER
BRIAN KIRKOLFF
ROCKY MOUNTAIN CONSULTING ENGINEERS
2117 SOUTH 3600 WEST
SALT LAKE CITY, UT 84119
(801) 546-0003
BRIAN@RMCUT.COM

LANDSCAPE ARCHITECT
PAUL KEEFER
DESERT LAND DESIGN
(801) 791-8244
OLIVIER@DESERTLANDDESIGN.COM

POOL DESIGNER
BRIAN ANDERSON
WATER DESIGN, INC.
6740 SOUTH 1300 EAST, SUITE 110
SALT LAKE CITY, UT 84121
(801) 261-4029 X 114
BRIAN@WATERDESIGN.COM

CODE SUMMARY

MULTI-FAMILY RESIDENTIAL

APPLICABLE CODE:
2018 INTERNATIONAL BUILDING CODE (I.B.C.)
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL FIRE CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE
2017 NATIONAL ELECTRIC CODE
ICC A117.1-2009

PROJECT LOCATION:
ADDRESS: 955 COUNTRY HILLS DR.
CITY: SOUTH OGDEN, UTAH
LOT SIZE: 40.24 A.C. (1.6 ACRES)

BUILDING 1: LOWER LEVEL PARKING 26,680 SF
TYPE 1-A: MAIN LEVEL PARKING 26,301 SF
TOTAL 52,981 SF

BUILDING 2: LEVEL ONE 26,633 SF
LEVEL TWO 23,658 SF
LEVEL THREE 23,048 SF
LEVEL FOUR 23,048 SF
TOTAL 96,387 SF

OCCUPANCY GROUP: A-3, B, R-2, S
SPRINKLERED
NFPA 13 SYSTEM
STANDPIPE CLASS 1 SYSTEM

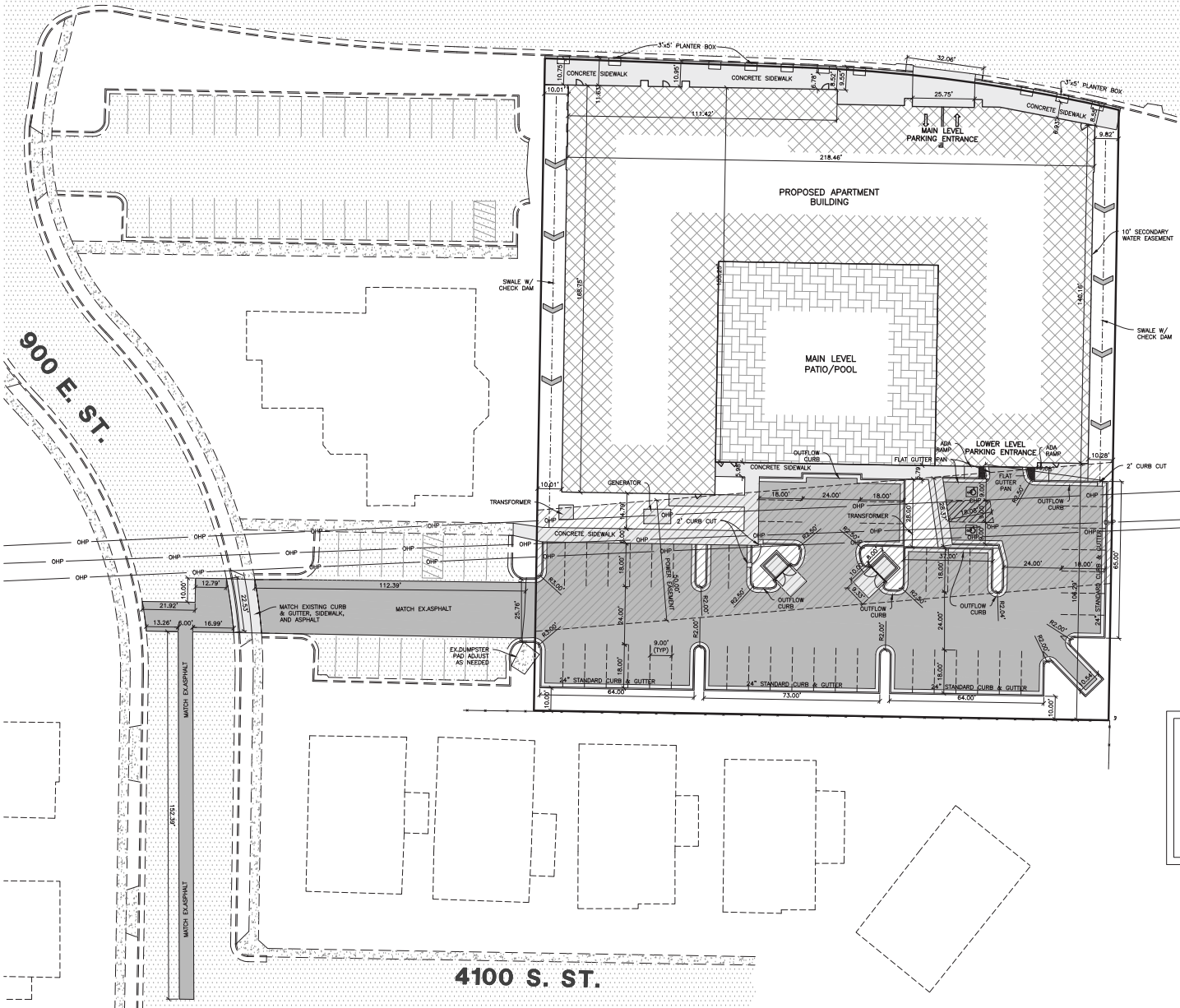


JZW
ARCHITECTS

Exhibit B
to Participation Agreement

“Site” Map

COUNTRY HILLS DR.



CITY ENGINEER ACCEPTANCE OF SITE PLAN

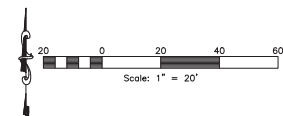
The improvement plans for this site have been reviewed by the City Engineer for general conformance with the requirements of the City Public Works Standards. This set of City approved drawings shall be used for construction of the required site improvements. The developer's engineer, whose stamp is on these drawings, is responsible for the accuracy of engineering design, drafting and related field information. Plan approval shall in no means be construed to indicate City acceptance for responsibility of engineering design. The construction contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his or her work with that of all other trades; and the satisfactory performances of his or her work.

By: _____
City Engineer
Date: _____

SITE DATA

PARKING: 131 PARKING GARAGE (7 ADA)
51 SURFACE STALLS (2 ADA)
182 TOTAL STALLS (9 ADA)

PARCEL AREA: 63,360 S.F.
BUILDING AREA: 33,886 S.F.
HARDSCAPE AREA: 20,929 S.F.
LANDSCAPE AREA: 8,545 S.F.
LS RATIO: 13.5%



REVISIONS	DESCRIPTION
DATE	

The Gardens Apartments

PART OF THE NE 1/4 OF SECTION 9, T.5N., R.1W., S.1R., & M., U.S. SURVEY
ODDEN CITY, WEBER COUNTY, UTAH

Site Plan



Project Info.
Engineer: JEREMY A. DRAPER P.E.
Drafted: K. FAYES
Begin Date: 4/16/2020
Name: 42ND STREET APARTMENTS
Number: 7365-01

Sheet **10**
4 Sheets

Exhibit C
to Participation Agreement

South Ogden City Interlocal Agreement

**INTERLOCAL AGREEMENT by and between the SOUTH OGDEN CITY
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and SOUTH OGDEN
CITY for the CITY CENTER COMMUNITY REINVESTMENT PROJECT AREA**

THIS INTERLOCAL AGREEMENT is entered into as of this 17th day of March, 2020, by and between the **SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **SOUTH OGDEN CITY**, a political subdivision of the State of Utah (the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct project area development activities within South Ogden, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the City Center Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan for the Project Area (the “**Project Area Plan**”) on April 21, 2020, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for project area development in the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(60) (hereinafter “**Tax Increment**”)) created in the Project Area to assist in the Agency project area development activities within the Project Area as contemplated in the Project Area Plan; and

E. WHEREAS UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated in the Project Area; and

F. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development within the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity’s share of Tax Increment

generated by development within the Project Area in accordance with the terms of this Agreement; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the “**Cooperation Act**”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Taxing Entity's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid eighty percent (80%) of the Taxing Entity’s share of the Tax Increment from the Project Area (the “**Taxing Entity’s Share**”) for up to twenty (20) consecutive years. The Agency may begin collecting increment, or “trigger” the collection of Tax Increment, upon written notice to the Taxing Entity and to Weber County. Regardless of the date for which the Agency begins collecting Tax Increment under this Agreement, the Agency shall not collect Tax Increment for any period beyond December 31, 2042. The date that the Agency begins collecting Tax Increment under this Agreement shall be on January 1 of the particular year. For the sake of illustration only, this subsection requires that the Agency begin collecting Tax Increment no later than January 1, 2023 in order to receive the full twenty years of Tax Increment contemplated by this Agreement.

b. The Taxing Entity’s Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity’s tax levy rate during the year for which Tax Increment is to be paid and (b) the base taxable value for purposes of calculating Tax Increment shall be the taxable value (as defined in § 17C-1-102(59) of the Act) of all taxable property within the Project Area last equalized prior to the date of this Agreement, which taxable value is subject to adjustment as required by law.

c. All centrally-assessed property existing within the Project Area as of the date of this Agreement, if any, shall be excluded from the calculation of Tax Increment under this Agreement. However, any new centrally assessed property constructed within the Project Area after the date of this Agreement shall be considered as new incremental value for purposes of calculating Tax Increment pursuant to this Agreement. Weber County is hereby authorized to make such calculations and estimates as may be reasonably necessary to accomplish such treatment as described in this subsection.

d. The Taxing Entity hereby authorizes and directs Weber County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-5-206 for the period described herein.

e. Of the amounts received by the Agency, the Agency may retain ten percent (10%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3).

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to engage in project area development activities as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, reimbursements or incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. The Agency shall not retain more than five percent (5%) of the project area funds received pursuant to this Agreement for Agency overhead and administrative expenses.

3. **Return of Tax Increment to the Taxing Entity.** If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize.

4. **Consent to Project Area Budget.** As contemplated by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget that will be adopted by the Agency for the Project Area in the future. The Taxing Entity may withdraw this consent by resolution of the governing body of the Taxing Entity and written notice to the Agency. Such consent shall be final and nonwithdrawable on the date that is thirty (30) days after the date on which the Agency files copies of the adopted Project Area Budget for the Project Area pursuant to Section 17C-5-305 the Act.

5. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the anticipated benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

7. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

f. The term of this Agreement shall commence on the publication of the notice described in Section 17C-5-205 of the Act and Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2050.

g. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

11. **Disputes.** In the event a dispute arises between the Parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Weber County, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

16. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

17. **Counterparts and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

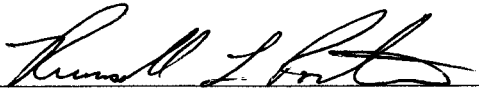
18. **Incorporation of Exhibits.** Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

ENTERED into as of the day and year first above written.

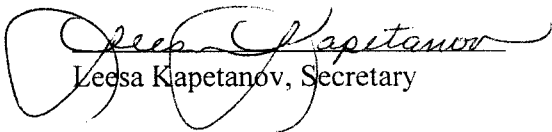
[Remainder of page intentionally left blank; signature pages to follow]

Agency:

**SOUTH OGDEN CITY COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

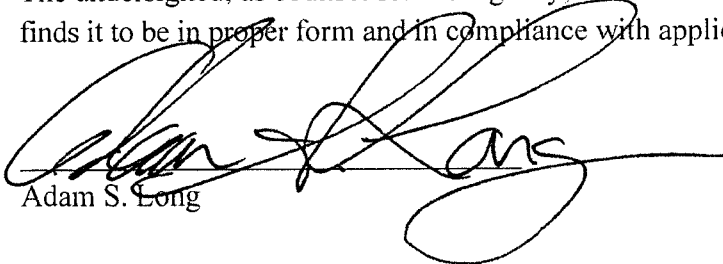
By: 
Russell L. Porter, Chair

Attest:


Leesa Kapetanov, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

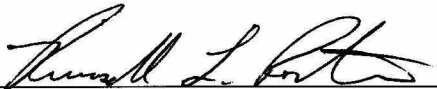

Adam S. Long

[Signatures continue]

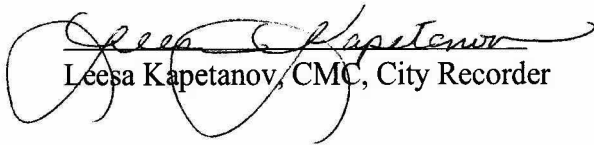
[ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT]

Taxing Entity:

SOUTH OGDEN CITY

By: 
Russell L. Porter, Mayor

Attest:


Leesa Kapetanov, CMC, City Recorder

Attorney Review for the Taxing Entity:

The undersigned, as attorney for the Taxing Entity, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Name: _____

Exhibit D
to Participation Agreement

Weber County Interlocal Agreement

120
7/14/2020

**INTERLOCAL AGREEMENT by and between the SOUTH OGDEN CITY
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and WEBER
COUNTY for the CITY CENTER COMMUNITY REINVESTMENT PROJECT
AREA**

THIS INTERLOCAL AGREEMENT is entered into as of this 14th day of July, 2020, by and between the **SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **WEBER COUNTY**, a political subdivision of the State of Utah (the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct project area development activities within South Ogden, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the City Center Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan and project area budget for the Project Area (the “**Project Area Documents**”), which are incorporated herein by this reference, which include the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for project area development in the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Documents; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(60) (hereinafter “**Tax Increment**”)) created in the Project Area to assist in the Agency project area development activities within the Project Area as contemplated in the Project Area Documents; and

E. WHEREAS UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated in the Project Area; and

F. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development within the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity's share of Tax Increment generated by development within the Project Area in accordance with the terms of this Agreement; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Taxing Entity's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid seventy five percent (75%) of the Taxing Entity's share of the Tax Increment from the Project Area (the "**Taxing Entity's Share**") for up to twenty (20) consecutive years. The cumulative total of the Taxing Entity's Share paid to the Agency under this Agreement shall not exceed four million dollars (\$4,000,000). The Agency may begin collecting increment, or "trigger" the collection of Tax Increment, upon written notice to Weber County; such notice must be provided to Weber County prior to January 1 of the year for which the Agency desires to begin collecting increment. Regardless of the date for which the Agency begins collecting Tax Increment under this Agreement, the Agency shall not collect Tax Increment for any period beyond December 31, 2042. The date that the Agency begins collecting Tax Increment under this Agreement shall be on January 1 of the particular year. For the sake of illustration only, this subsection requires that the Agency begin collecting Tax Increment no later than January 1, 2023 in order to receive the full twenty years of Tax Increment contemplated by this Agreement.

b. The Taxing Entity's Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Documents and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base taxable value for purposes of calculating Tax Increment shall be \$185,799,031, which taxable value is subject to adjustment as required by law.

c. The Taxing Entity hereby authorizes and directs Weber County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-5-206 for the period described herein.

d. Of the amounts received by the Agency, the Agency may retain five percent (5%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3).

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to engage in project area development activities as described herein and contemplated in the Project Area Documents, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, reimbursements or incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. For purposes of this paragraph, "**Public Infrastructure and Public Improvements**" shall mean any and all improvements and infrastructure that provide a benefit to the public generally and shall include, but not be limited to, the items listed on **Exhibit A** to this Agreement. The Agency agrees to utilize at least fifty percent (50%) of the Taxing Entity's Share received by the Agency pursuant to this Agreement toward expenditures directly related to the installation of, upgrade to, and maintenance of Public Infrastructure and Public Improvements within the Project Area or Public Infrastructure and Public Improvements located outside of the Project Area, which directly benefit the Project Area. The Agency shall provide a detailed accounting of the money used for Public Infrastructure and Public Improvements; this detailed accounting must be submitted to the Taxing Entity by April 1 of each fifth year. The fifty-percent threshold shall be calculated based on the total cumulative expenditures by the Agency toward Public Infrastructure and Public Improvements compared to the cumulative amount Taxing Entity's Share received by the Agency pursuant to this Agreement. If the fifty-percent threshold is not met for five consecutive years, the Agency shall be in default under this Agreement. Upon written notice to the Agency from the Taxing Entity, the Agency shall have thirty (30) days to cure or to commence to cure such default (provided such cure is diligently pursued). If the Agency fails to cure or commence to cure such default within the specified time period, the Taxing Entity may terminate this Agreement upon written notice to the Agency.

3. **Return of Tax Increment to the Taxing Entity.** If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize. Any portion of the Taxing Entity's Share returned to the Taxing Entity shall not be counted in evaluating the Agency compliance with the fifty-percent threshold as described in the preceding paragraph.

4. **Consent to Project Area Budget.** As required by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget adopted by the Agency for the Project Area on June 2, 2020.

5. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to

this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the anticipated benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

7. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

f. The term of this Agreement shall commence on the publication of the notice described in Section 17C-5-205 of the Act and Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2045.

g. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and

signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

11. **Disputes.** In the event a dispute arises between the Parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Weber County, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

16. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

17. **Counterparts and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.


18. **Incorporation of Exhibits.** Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

ENTERED into as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow]

Agency:

**SOUTH OGDEN CITY COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

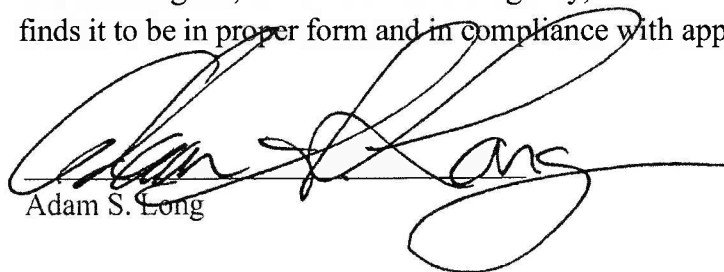
By: 
Russell L. Porter, Chair

Attest:


Leesa Kapetanov, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Adam S. Long

[Signatures continue]

[ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT]

Taxing Entity:

WEBER COUNTY

By: _____

Name: Gage Froerer

Title: Weber County Commission Chair

Attest:

Rich Hota

Name:

Title:

Attorney Review for the Taxing Entity: _____

The undersigned, as attorney for the Taxing Entity, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Matt [Signature]

Name:

Exhibit A
Public Infrastructure and Public Improvements

For purposes of this Agreement, the term Public Infrastructure and Public Improvements includes, but is not limited to, the following:

1. improvements of every type that are to be dedicated to the City and are needed to facilitate the development of the Project Area;
2. improvements required as a condition of the approval of a development application for property within the Project Area (for purposes of this Exhibit A, "development application" means a complete application to South Ogden City for development of a portion of the Project Area including a Final Plat, Subdivision application, or any other permit (including, but not limited to, building permits), certificate, or other authorization from the City required for development within the Project Area);
3. improvements in the following categories that are installed or constructed within the Project Area, or which are installed outside of the Project Area and are necessary to enable the installation of the same type of improvements within the Site:
 - a. culinary water infrastructure
 - b. sanitary sewer improvements
 - c. storm water improvements;
 - d. utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities;
 - e. road infrastructure, including without limitation, bridges and underpasses;
 - f. rail infrastructure;
 - g. street lighting and landscaping within public rights-of-way;

Exhibit E
to Participation Agreement

CWSID Interlocal Agreement

CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

RESOLUTION NO. 2020-03

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE SOUTH OGDEN CITY REDEVELOPMENT AGENCY FOR THE SOUTH OGDEN CITY CENTER COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “**Act**”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the South Ogden City Redevelopment Agency (the “**Agency**”) and Central Weber Sewer Improvement District (the “**District**”) are “public agencies” for purposes of the Act; and

WHEREAS the Agency has prepared a Project Area Plan and a Project Area Budget for the City Center Community Reinvestment Project Area (the “**Project Area**”); and

WHEREAS the Agency intends to take, or has already taken, the actions necessary to create the Project Area; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an interlocal agreement with the District (the “**Interlocal Agreement**”) whereby the District consents to the Agency receiving for an extended period of time a portion of the tax increment produced by the District’s levy on real and personal property within the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL WEBER SEWER IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Interlocal Agreement for the Project Area, substantially in the form attached hereto as **EXHIBIT A**, is approved and shall be executed by the District, subject to the following conditions:

a. The District shall only execute the Interlocal Agreement if South Ogden City has committed, via interlocal agreement with the Agency, to share the City’s tax increment from the Project Area on substantially the same terms as established by the Interlocal Agreement.

b. The District shall execute the Interlocal Agreement immediately upon creation of the Project Area by the Agency and South Ogden City (through the adoption of the official Project Area Plan for the Project Area).

c. If the Project Area has not been created within six (6) months of the date of this resolution, the District's approval of the Interlocal Agreement shall be deemed withdrawn.

2. The Chair shall make such additions, changes, and emendations as the Chair deems necessary prior to the execution of the Interlocal Agreement.

3. Pursuant to Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the District for review and approval as to form and legality.

4. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a copy thereof shall be filed immediately with the keeper of records of the District.

5. The Interlocal Agreement shall be effective on the date of publication of the notice required by Section 17C-5-205, Utah Code; such notice shall be published by the Agency on behalf of each Taxing Entity according to the terms of the Interlocal Agreement.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the Governing Board of the Central Weber Sewer Improvement District on the 20th day of April, 2020.

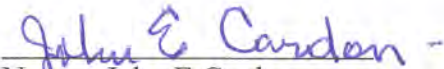
**CENTRAL WEBER SEWER
IMPROVEMENT DISTRICT**



Name: Lance L Wood

Title: General Manager

ATTEST:



Name: John E Cardon

Title: Finance Director

EXHIBIT A

City Center CRA Interlocal Agreement

**INTERLOCAL AGREEMENT by and between the SOUTH OGDEN CITY
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and CENTRAL
WEBER SEWER IMPROVEMENT DISTRICT for the CITY CENTER
COMMUNITY REINVESTMENT PROJECT AREA**

THIS INTERLOCAL AGREEMENT is entered into as of this 20th day of April, 2020, by and between the **SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **CENTRAL WEBER SEWER IMPROVEMENT DISTRICT**, a political subdivision of the State of Utah (the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct project area development activities within South Ogden, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the City Center Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan for the Project Area (the “**Project Area Plan**”) on April 21, 2020, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for project area development in the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(60) (hereinafter “**Tax Increment**”)) created in the Project Area to assist in the Agency project area development activities within the Project Area as contemplated in the Project Area Plan; and

E. WHEREAS UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated in the Project Area; and

F. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development within the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity's share of Tax Increment generated by development within the Project Area in accordance with the terms of this Agreement; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Taxing Entity's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid eighty percent (80%) of the Taxing Entity's share of the Tax Increment from the Project Area (the "**Taxing Entity's Share**") for up to twenty (20) consecutive years. The Agency may begin collecting increment, or "trigger" the collection of Tax Increment, upon written notice to the Taxing Entity and to Weber County. Regardless of the date for which the Agency begins collecting Tax Increment under this Agreement, the Agency shall not collect Tax Increment for any period beyond December 31, 2042. The date that the Agency begins collecting Tax Increment under this Agreement shall be on January 1 of the particular year. For the sake of illustration only, this subsection requires that the Agency begin collecting Tax Increment no later than January 1, 2023 in order to receive the full twenty years of Tax Increment contemplated by this Agreement.

b. The Taxing Entity's Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base taxable value for purposes of calculating Tax Increment shall be the taxable value (as defined in § 17C-1-102(59) of the Act) of all taxable property within the Project Area last equalized prior to the date of this Agreement, which taxable value is subject to adjustment as required by law.

c. All centrally-assessed property existing within the Project Area as of the date of this Agreement, if any, shall be excluded from the calculation of Tax Increment under this Agreement. However, any new centrally assessed property constructed within the Project Area after the date of this Agreement shall be considered as new incremental value for purposes of calculating Tax Increment pursuant to this Agreement. Weber County is hereby authorized to make such calculations and estimates as may be reasonably necessary to accomplish such treatment as described in this subsection.

d. The Taxing Entity hereby authorizes and directs Weber County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-5-206 for the period described herein.

e. Of the amounts received by the Agency, the Agency may retain ten percent (10%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3).

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to engage in project area development activities as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, reimbursements or incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. The Agency shall not retain more than five percent (5%) of the project area funds received pursuant to this Agreement for Agency overhead and administrative expenses.

3. **Return of Tax Increment to the Taxing Entity.** If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize.

4. **Consent to Project Area Budget.** As contemplated by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget that will be adopted by the Agency for the Project Area in the future. The Taxing Entity may withdraw this consent by resolution of the governing body of the Taxing Entity and written notice to the Agency. Such consent shall be final and nonwithdrawable on the date that is thirty (30) days after the date on which the Agency files copies of the adopted Project Area Budget for the Project Area pursuant to Section 17C-5-305 the Act.

5. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the anticipated benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

7. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

f. The term of this Agreement shall commence on the publication of the notice described in Section 17C-5-205 of the Act and Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2050.

g. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

11. **Disputes.** In the event a dispute arises between the Parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Weber County, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

16. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

17. **Counterparts and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

18. **Incorporation of Exhibits.** Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

ENTERED into as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow]



Agency:

**SOUTH OGDEN CITY COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

By:

Russell L. Porter, Chair

Attest:

Leesa Kapetanov, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

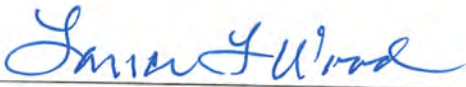
Adam S. Long

[Signatures continue]

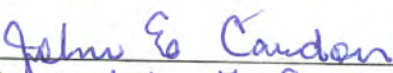
[ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT]

Taxing Entity:

**CENTRAL WEBER SEWER IMPROVEMENT
DISTRICT**

By: 
Name: LANCE L WOODS
Title: GENERAL MANAGER

Attest:


Name: John E. Cardon
Title: Clerk

Attorney Review for the Taxing Entity:

The undersigned, as attorney for the Taxing Entity, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Name: Mark H. Anderson

Exhibit F
to Participation Agreement

Infrastructure Improvements means the following located within or outside the Project Area:

1. improvements of every type that are to be dedicated to the City and are needed to facilitate the development of the Project Area;
2. improvements required as a condition of the approval of a development application for property within the Project Area (for purposes of this Exhibit A, “development application” means a complete application to South Ogden City for development of a portion of the Project Area including a Final Plat, Subdivision application, or any other permit (including, but not limited to, building permits), certificate, or other authorization from the City required for development within the Project Area);
3. improvements in the following categories that are installed or constructed within the Project Area, or which are installed outside of the Project Area and are necessary to enable the installation of the same type of improvements within the Site:
 - a. culinary water infrastructure
 - b. sanitary sewer improvements
 - c. storm water improvements;
 - d. utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities;
 - e. road infrastructure, including without limitation, bridges and underpasses;
 - f. rail infrastructure;
 - g. street lighting and landscaping within public rights-of-way;

Exhibit G
to Participation Agreement

Form of Request for Payment

REQUEST FOR PAYMENT

To: South Ogden City Community Development and Renewal Agency
3950 S. Adams Ave.
South Ogden, Utah 84403
Attention: South Ogden City Manager
Email: mdixon@southogdencity.com

From: _____

Re: PARTICIPATION AGREEMENT by and between the SOUTH OGDEN CITY
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and MT. OGDEN
DEVELOPMENT, LLC for the SOUTH OGDEN CITY CENTER COMMUNITY
REINVESTMENT PROJECT AREA

Date of Request: _____

Calendar year for which request is being made: _____

As of December 31 of the year for which the request is being made:

- Total completed interior square footage of building(s) within the Site: _____
- Total number of residential units leased or available for lease: _____
- Total cost of installed Infrastructure Improvements: _____
- Total amount of property taxes paid by Participant: _____

Describe development within the Site during the year: _____

Describe Infrastructure Improvements completed during the year: _____

Include supporting documentation showing actual costs of Infrastructure Improvements completed during the year.