

MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: November 16, 2021 City Council Meeting

WORK SESSION

• *Economic Development Strategy Update – Susie Becker.* Susie will be presenting a large variety of economic data related to South Ogden. In order to create a sound strategy for the City's economic development efforts, a good understanding of the data is necessary. Susie will be inviting the council to help review the data, identify any trends, interesting observations, areas of concern, etc. that the City needs to consider as we refine a list of strategies and recommendations.

• WFRC – Wasatch Choice 2050. On October 18, 2021, WFRC held a Wasatch Choice 2050 Workshop for cities in the southern Weber County area. During the meeting we reviewed three maps (https://app.conceptboard.com/board/o4c0-u87n-kd76-4yuz-ryim) and were asked to make comments and provide feedback. You can review the comments made during the workshop on the (virtual tabletop maps.) WFRC would like the City to make additional comments on the (interactive map.)

Councilmember Orr requested that this information be reviewed during a work session to enable the council to be able to more easily see the maps on the big screen and discuss how these plans impact South Ogden. Below are the next steps in the Wasatch Choice Vision and 2023 RTP process:

- Review project recommendations from the workshops and update the Draft Preferred Project Lists Winter 2021;
- Refine projections for growth in population, housing, and jobs Spring 2022;
- Identify when transportation projects are needed between now and 2050 in roughly decade timeframes Spring 2022;
- Update the Unified Plan Financial Model to identify projected available revenues for transportation from existing revenue sources and assumed new revenues Spring 2022;
- Apply financially constrain to the Plan Summer 2022;
- Host Workshops for the Draft Financially Constrained Plan Fall 2022; and
- Adopt the 2023 Final RTP Spring 2023.

WFRC is asking for feedback on the draft plans as a part of the "project recommendations" this winter (see first bullet above). We'll review how to provide this feedback during the work session.

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3950 Adams Ave. Suite 1

SouthOgdenCity.com

0 801-622-2702

South Ogden City, UT 84403

PRESENTATION

- Ogden-Weber Technical College Scholarship Mayor Porter. Ogden-Weber Tech. College announced earlier this year that in celebration of the College's 50th Anniversary, the College is awarding a tuition scholarship for each City in Weber County. The College left it up to each City to determine who the scholarship recipient would be for their City. The city council decided to form a committee to help determine who the scholarship recipient would be for South Ogden. Mayor Porter, Councilmember Smyth and Jamie Healy were selected to solicit interested individuals from the City and will present the scholarship award during the council meeting.
- *Bonneville Communities that Care Leanne Povey*. Ms. Povey will be making a short presentation on behalf of the Bonneville Communities that Care.

DISCUSSION/ACTION

- Resolution 21-34 Canvassing the South Ogden City 2021 General Election. Congratulations to
 Mayor Porter, Councilmembers Smyth, Howard and Stewart on your re-election. State law requires
 that the official results of the municipal election be canvassed and approved by the governing
 board. City Recorder, and Election Officer, Leesa Kapetanov, will conduct this portion of the
 meeting.
- Resolution 21-35 Approving an Agreement with Municode for Self-Codification Services. For many years South Ogden City utilized the services of Sterling Codifiers for all of our code codification needs. A few years ago, Sterling Codifiers was sold to American Legal Publishing. City Recorder, Kapetanov, is recommending the City start utilizing the services of Municode. Municode has been in business for several years and allows the City to do its own codification. Not only do we anticipate spending less (\$2,000 savings/year) for codification but it will also take much less time. Please review the staff report prepared by Leesa.
- Resolution 21-36 Approving a Betterment Agreement with UDOT. This agreement establishes the City's desire to pay the extra cost for the pedestrian crossing signal poles to be powder coated black. This is similar to other "betterments" the City has participated in along the Highway 89 corridor. The City paid to powder coat the UDOT signals at Harrison and Highway 89, Skyline Drive and Highway 89 and Sunset and Highway 89. The cost for the black powder coating of the two poles is \$4,131. This project will be paid for using the Streets Department budget.
- Resolution 21-37 Approving an agreement with AAA Excavation for Oak Drive Water Line Project. This contract is for the completion of a water line replacement project on Oak Drive. Due to the lateness in the construction season and challenges with the supply chain for materials, it has been worked out with the contractor that materials for the project will be purchased this fall and the contractor will honor the pricing and complete the project early spring 2022. For additional information, please read Jon's Staff Report in the packet.
- Resolution 21-38 Approving an Agreement with Unified Fleet Leasing. The City's initial fleet lease with Horse Power Leasing was originally scheduled to terminate early 2022. Given some recent problems with Horse Power Leasing's business, they have requested the City either purchase the vehicles outright (approx. \$520,000) or return them within the next few weeks. Staff has

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negotiated an agreement with Unified Fleet Leasing who has agreed to purchase the vehicles and lease them to the city for the next year for slightly higher rates than the City has been paying with Horse Power. Staff also had discussions with the Young Automotive Fleet program to explore their ability to help the city with a similar lease deal. Unfortunately, given the challenges for dealers to get vehicles, they were not able to deliver the vehicle types and quantities the city needs.

The recommendation is that the City contract with Unified so we can continue with the vehicles we have. This will buy the City another year while we continue to work on a more long-term solution. One idea is that we start running our own fleet program instead of use a third party. This could mean that the City purchases vehicles that we'd otherwise lease, drive them for two years and resell them. Garth and Travis, South Ogden Fleet managers/mechanics believe this could save the City a lot of money over the years.

- Employee Compensation and Retention. When the council approved the current budget, there was a request to revisit employee compensation and the city's financial condition in November. Councilmember Strate requested a meeting with myself, Finance Director, Steve Liebersbach, and Assistant City Manager, Doug Gailey to review and discuss the current financials, employee recruitment/retention challenges, inflation and Holiday bonuses. Based on this meeting and Councilmember Strate's request, the information below has been prepared for the council to discuss.
 - I. Park's Department Adjustments. Similar to challenges in the City's ability to recruit police officers, the City has had three full-time Parks positions open for a several months with no one applying for the positions. The recommendation is that the parks positions receive a two-step increase. This, we hope, will increase the likelihood these positions will be filled. The annual fiscal impacts for these adjustments is \$10,489. These adjustments impact four current employees and the three vacant positions.
 - II. Employee Retention Adjustments. Councilmember Strate asked for the costs associated with providing an employee retention (COLA) adjustment. Below are the annual fiscal impacts of a 1%, 1.5% and a 2% adjustment.
 - i. 1% retention adjustment = \$74,268
 - ii. 1.5% retention adjustment = \$111,402
 - iii. 2% retention adjustment = \$148,536
 - III. Holiday Bonus. Last year the council approved a bonus that was paid to employees in December. The bonus included \$500 to all full-time employees, \$250 for all permanent part-time employees and a \$50 gift card for all seasonal/part-time employees. Below are the total financial impacts of authorizing a similar bonus this year.
 - i. Full-time employees = \$37,500
 - ii. Permanent Part-time = \$1,250
 - iii. Seasonal/Part-time = \$1,250

South Ogden City, UT 84403



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL WORK SESSION

TUESDAY, NOVEMBER 16, 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, November 16, 2021. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time. No action will be taken on any items discussed during pre-council work sessions. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over www.facebook.com/southogdencity.

WORK SESSION AGENDA

- I. CALL TO ORDER Mayor Russell Porter
- II. REVIEW OF AGENDA
- III. DISCUSSION ITEMS
 - A. Update on Economic Development Strategy from Zion's Bank
 - B. Wasatch Choice Vision Workshop Recap
- 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 November 12. 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, NOVEMBER 16, 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, November 16, 2021. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing, wearing of masks, and number of people allowed to gather in one place. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over www.facebook.com/southogdencity.

CITY COUNCIL MEETING AGENDA

- I. OPENING CEREMONY
 - A. Call to Order Mayor Russell Porter
 - B. Prayer/Moment of Silence -
 - C. Pledge of Allegiance Council Member Orr
- **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.
- III. Please limit your comments to three minutes. RESPONSE TO PUBLIC COMMENT
- IV. PRESENTATION

Bonneville Communities That Care

V. AWARD OF OGDEN-WEBER TECHNICAL COLLEGE SCHOLARSHIP

VI. CONSENT AGENDA

A. Approval of October 19, 2021 Council Minutes

VII. DISCUSSION / ACTION ITEMS

- **A.** Consideration of **Resolution 21-34** Canvassing the South Ogden City 2021 General Election
- **B.** Consideration of **Resolution 21-35** Approving an Agreement with Municode for Self-Codification Services
- **C.** Consideration of **Resolution 21-36** Approving a Betterment Agreement with UDOT for Powder Coating of Street Lights
- **D.** Consideration of **Resolution 21-37** Approving an Agreement with AAA Excavation for Oak Street Waterline Project
- **E.** Consideration of **Resolution 21-38** Approving a Lease Agreement with Unified Fleet Services
- F. Discussion on Employee Compensation and Retention

VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. ADJOURN

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

TUESDAY, OCTOBER 19, 2021

WORK SESSION - 5 PM IN COUNCIL ROOM
COUNCIL MEETING - 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES 1 2 3 COUNCIL MEMBERS PRESENT 4 Mayor Russell Porter, Council Members Sallee Orr, Susan Stewart, Mike Howard, and 5 Jeanette Smyth 6 Note: Council Member Orr attended the meeting via the Microsoft Teams Meeting App 7 8 COUNCIL MEMBERS EXCUSED 9 Council Member Brent Strate 10 STAFF MEMBERS PRESENT 11 12 City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, and Recorder Leesa Kapetanov 13 14 15 16 Note: The time stamps indicated in blue correspond to the audio recording of this 17 meeting, which can be found by clicking the link: https://www.southogdencity.com/document_center/Sound%20Files/2021/CC211019_1703.mp3 18 19 or by requesting a copy from the office of the South Ogden City Recorder. 20 21 22 23 CALL TO ORDER 24 | 25 Mayor Porter called the work session to order at 5:05 pm. He excused Council Member Strate 26 and stated Council Member Orr would be attending the meeting electronically. The mayor then 27 entertained a motion to open the meeting. Note: Council Member Orr was having difficulty 28 joining the meeting electronically and was not present for the following vote 29

Council Member Howard so moved, followed by a second from Council Member Stewart.

REVIEW OF AGENDA

• No one requested a review of agenda items

Council Members Orr, Stewart, Howard, and Smyth all voted ave.

36 III. DISCUSSION ITEMS

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37	A. Dis	cussion on RAMP Gr	ant Applications	
38	•	Staff overview	00:00:48	
39	•	Discussion	00:05:30	
40	•	The council informe	ed staff the priority of	the grant applications should be: #1 Playground
41		#2 South Ogden Da	ys, and #3 Heritage T	rail
42				
43	B. <u>Dis</u>	cussion on Old Fashio	oned Family Holiday	<u>Event</u>
44	•	Staff overview	00:35:37	
45	•	Discussion	00:39:48	
46	•	The consensus of th	e Council was to not	nold the Old Fashioned Family Holiday Event as
47		in the past, but inste	ead have a display	
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49				
50				
51				
52 IV .	ADJOURN			
53	• Ma	yor Porter called for a	n motion to adjourn the	e work session
54			00:46:50	
55				
56	Council	Member Smyth so n	noved, followed by	a second from Council Member Howard. All
57	present v	oted aye.		
58				
59	The work	session ended at 5:52	2 pm.	

60	COUNCIL MEETING MINUTES
61	
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63	COUNCIL MEMBERS PRESENT
64	Mayor Russell L. Porter, Council Members Sallee Orr, Susan Stewart, Mike Howard,
65	and Jeanette Smyth
66	Note: Council Member Orr attended via the Teams Meeting App
67	COUNCIL MEMBERG EVOUGED
68	COUNCIL MEMBERS EXCUSED
69	Council Member Brent Strate
70	STAFF MEMBERS PRESENT
71	
72	City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Parks and Public
73 74	Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, and
75	Recorder Leesa Kapetanov
76	
77	OTHERS PRESENT
78	Bruce & Joyce Hartman
79	Bruce & Joyce Hartman
80	
81	Note: The time stamps indicated in blue correspond to the audio recording of this
82	meeting, which can be found by clicking this link:
83	https://www.southogdencity.com/document_center/Sound%20Files/2021/CC211019_1758.mp3
84	or by requesting a copy from the office of the South Ogden City Recorder.
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	I. OPENING CEREMONY
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90	A. Call To Order
91	• At 6:00 pm, Mayor Porter called the meeting to order and asked for a motion to begin
92	00:00:12
93	
94	Council Member Howard so moved. The motion was seconded by Council Member
95	Smyth. In a voice vote, Council Members Orr, Strate, Stewart, Howard, and Smyth all
96	voted aye.
97	
98	B. <u>Prayer/Moment of Silence</u>
99	The mayor led those present in a moment of silence.
100	
101	C. <u>Pledge Of Allegiance</u>

Mayor Porter led everyone in the Pledge of Allegiance.

102

103	PRESENTATION.
104 II.	PRESENTATION
105 106	Recognition of Fire Chief Cameron West's Graduation from FEMA National Emergency Management Executive Academy
107 108 109	Mayor Porter explained the importance of this achievement and presented Chief West with a gift 00:01:05
110 III.	PUBLIC COMMENTS
111	• There were no comments from those present in the room. The mayor gave those
112 113 114	online until 6:07 pm to submit comments.
115 IV.	RESPONSE TO PUBLIC COMMENT
116	Not applicable at this time
117 118	
110 119 V.	CONSENT AGENDA
120	A. Approval of October 5, 2021 Council Minutes
121	The mayor read the consent agenda and asked if there were any comments; seeing none,
122	he entertained a motion to approve the consent agenda
123	00:04:00
124	00.04.00
125	Council Member Smyth so moved, followed by a second from Council Member Howard.
126	Council Members Stewart, Howard, and Smyth all voted aye.
127	Council Members Stewart, Howard, and Smyth an voted aye.
128	
129	• The mayor announced it was time to open public hearings for the reasons stated and entertained
130	a motion to do so 00:04:13
131	a motion to do so 00.04.13
132	Council Member Howard so moved. Council Member Smyth seconded the motion. The voice
133	vote was unanimous in favor of the motion.
134	
135	
136 VI.	PUBLIC HEARINGS
137	To Receive and Consider Comments on the following items:
138	A. Proposed Amendments to SOCC Title 4 and Title 5 Having to do With the Regulation of and
139	Penalty For Allowing Junk and Weeds in the City
140	B. Proposed Amendments to the FY2022 Budget
141	
142	 Mayor Porter invited anyone who wished to speak on either of the items to come forward;
143	no one stood. He then called for a motion to close the public hearings but leave online
144	comments open until 6:10 pm.
145	00:05:06

146 147 Council Member Howard so moved. The motion was seconded by Council Member 148 Smyth. Council Members Stewart, Howard, and Smyth all voted aye. 149 150 151 152VII. DISCUSSION / ACTION ITEMS 153 Consideration of **Resolution 21-32** – Approving an Agreement with LaRose Paving for Road 154 **Spot Repairs** 155 Staff overview 00:05:19 156 Discussion 00:07:43 Motion 157 00:10:36 158 159 Council Member Howard moved to approve Resolution 21-32, an agreement with LaRose 160 Paving for road spot repairs, with the sixty-day completion date. Council Member Smyth seconded the motion. After determining there was no more discussion, the mayor 161 162 called the vote: 163 **Council Member Stewart-**164 Yes Council Member Howard-Ves 165 **Council Member Smyth-**Yes 166 167 Council Member Orr-Yes 168 169 Resolution 21-32 passed. 170 At this point in the meeting, Mayor Porter asked and was told there were no comments for either 171 172 the public comments at the first of the meeting nor any for the public hearings 00:11:26 173 174 175 Consideration of Resolution 21-33 – Amending the FY2022 Budget 176 177 Staff overview 00:11:30 Financial Director Steve Liebersbach gave the 178 Council members a handout of the corrected 179 budget amendments. See Attachment A. Discussion 180 00:21:29 181 Motion 00:22:07 182 Council Member Smyth moved to approve Resolution 21-33, amending the FY2022 183 Budget, followed by a second from Council Member Howard. The mayor then called 184 the vote: 185 186 **Council Member Smyth-**Yes Council Member Howard-Yes 187 **Council Member Stewart-**Yes 188 189 **Council Member Orr-**Yes

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191		Resolution 21-33 was appr	oved.	
192				
193				
194	C.	Consideration of Ordinance	21-12 – Amending SOCC Title	s 4 and 5 Having to do With Code
195		Enforcement	-	
196		Staff overview	00:22:33	
197		 Discussion 	00:24:57	
198		 Motion 	00:28:46	
199				
200		Council Member Howard	moved to adopt 21-12, amendi	ing SOCC Titles 4 and 5. Council
201			the motion. Mayor Porter ther	
202		v	v	
203			Council Member Howard-	Yes
204			Council Member Stewart-	Yes
205			Council Member Smyth-	Yes
206			Council Member Orr-	Yes
207				
208		The motion stood.		
209				
210				
211	D.	Discussion/Direction on Nov	vember 2, 2021 City Council M	eeting
212		Mayor Porter led this d		
213			00:29:14	
214		• It was the consensus of	the Council to cancel the Nove	mber 2, 2021 council meeting due
215		to elections		
216				
217				
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21 9 .	REPO	RTS/DIRECTION TO CITY MA	NAGER	
220	A.	City Council Members		
221		• Council Member Stewart -	- 00:33:15	
222		Council Member Howard		
223		• Council Member Smyth -	00:39:17	
224		• Council Member Orr -	00:40:20	
225				
226	В.	City Manager	00:42:00	
227	C.	Mayor Porter	00:49:12	
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231 IX .	ADJO	URN		

At 6:51 pm, the mayor called for a motion to adjourn city council meeting

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233	(00:50:37	
234235	Council Member Howard so move	d, followed by a second from Council Member Smyth.	The
236	voice vote was unanimous in favor	· · · · · · · · · · · · · · · · · · ·	1110
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265	I hereby certify that the foregoing is a tru	e, accurate and complete record of the South Ogden City Pre-Co	ouncil
266	Work Session and Council Meeting held	Tuesday, October 19, 2021.	
267 268	Geese Kapetanor	Leesa	ı
269	Kapetanov, City Recorder	Date Approved by the City Council	

South Ogden City

October 19, 2021 Fiscal Year 2022 Budget Amendment

	Current Budget	New Budget	Difference +/-
BUDGET CORRECTIONS			
10-80-169 Transfer to City Center CRA	\$12,500	\$12,500	\$0
68-30-200 Transfer in from General Fund - City Center CRA	\$0	\$12,500	\$12,500
68-40-400 Professional & Technical - City Center CRA	\$7,500	\$20,000	\$12,500
10-80-251 Transfer to Ambulance Fund	\$51,000	\$51,000	\$0
58-30-870 Transfer from General Fund - Ambulance Fund	\$0	\$51,000	\$51,000
58-40-980 Retained Earnings - Ambulance Fund	\$60,063	\$111,063	\$51,000
10-80-330 Transfer CDRA Sales Tax	\$130,800	\$130,800	\$0
66-30-125 Sales Tax Revenue - CRA Young Mazda Proj Area	\$18,200	\$8,350	(\$9,850)
67-30-200 Sales Tax Revenue - CDRA NW Proj Area	\$122,450	\$122,450	\$0
66-30-100 Tax Increment - CRA Young Mazda Proj Area	\$21,000	\$30,850	\$9,850
40-40-850 Transfer to Retained Earnings - Capital Proj Fund	\$126,100	\$0	(\$126,100)
40-40-475 Skatepark Seed Money - Capital Proj Fund	\$0	\$126,100	\$126,100
* Make corrections to bring the budget into balan	nce		
BUDGET AMENDMENT			
51-40-980 Contingency - Water Fund	\$0	\$115,864	\$115,864
52-40-980 Contingency - Sewer Fund	\$0	\$112,548	\$112,548
53-40-980 Contingency - Storm Drain Fund	\$0	\$122,848	\$122,848
51-40-980 Contingency - Water Fund	\$115,864	\$166,064	\$50,200
51-30-890 Appropriation of Fund Balance - Water Fund	\$899,259	\$1,065,323	\$166,064
52-30-890 Appropriation of Fund Balance - Sewer Fund	\$398,362	\$510,910	\$112,548
53-30-890 Appropriation of Fund Balance - Storm Drain Fund	\$802,132	\$924,980	\$122,848
* Payment on the Terrazza Development			
10-49-515 City Donations - Non-Dept.	\$4,211	\$4,155	(\$56)
10-49-600 Community Programs - Non-Dept	\$6,108	\$6,208	\$100
10-36-900 Miscellaneous Revenue	\$13,800	\$13,844	\$44
* Account for BCTC donations/expenses	•		

STAFF REPORT

SUBJECT: Resolution 21-34 - Canvassing the 2021

General Election

AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: November 16, 2021



RECOMMENDATION

Staff recommends approval of the general election canvass.

BACKGROUND

State statute names the mayor and council as the Board of Canvassers.

The law also states that the election must be canvassed no later that 14 days after Election Day. Tuesday is the last day the city can canvass the election; it doesn't make much sense to canvass it before then since overseas ballots may still be received and counted up to 13 days after the election.

The statute also states that the Election Official cannot make public the canvass results until the election has been canvassed; therefore, I will give you the official results during the meeting and go over them with you then.

ANALYSIS

There are not enough outstanding ballots to make a difference to any of the unofficial results.

SIG NIFICANT IM PACTS

None

ATTACHMENTS

None

RESOLUTION NO. 21-34

RESOLUTION OF SOUTH OGDEN CITY COUNCIL ACTING AS THE MUNICIPAL BOARD OF CANVASSERS CONDUCTING AND APPROVING THE CANVASS AND ELECTIONS RESULTS FOR THE NOVEMBER 2021 GENERAL ELECTION; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I - RECITALS

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

WHEREAS, in conformance with Utah Code ("UC") §I0-3-717, the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property; and,

WHEREAS, the City Council finds, under the requirements of UC §20A-4-301, et.seq, that the mayor and the city council are the board of municipal canvassers for the municipality; and,

WHEREAS, the City Council finds that the board of municipal canvassers shall meet to canvass the returns at the usual place of meeting of the municipal legislative body no sooner than seven days and no later than fourteen days after the election; and,

WHEREAS, the City Council finds that the date of this meeting, as set out below as the date of this resolution, is a date that complies with the statutory requirement as does the location where the meeting is being held; and,

WHEREAS, the City Council finds that all qualified election returns were opened and counted as of the time of meeting of this session of the board of canvassers; and,

WHEREAS, the City Council finds that a certified summary of counted ballots has been prepared by the election officer, as well as a summary of ballots not counted, with an explanation regarding the reason the ballots were not counted; and,

WHEREAS, the City Council finds that the canvass, once having begun, was continued until it was completed; and,

WHEREAS, the City Council finds that in canvassing returns, the board of canvassers did not (a) reject any election returns if the board could determine the number of votes cast for each person from it; (b) reject any election returns if the election returns: (i) did not show who administered the oath to the judges of election; (ii) show that the election judges failed to fill

out all the certificates in the poll books; or (iii) show that the election judges failed to do or perform any other act in preparing the returns that is not essential to determine for whom the votes were cast; or (c) reject any returns from any voting precinct that do not conform with the requirements for making, certifying, and returning the returns if those returns were sufficiently explicit to enable the board of canvassers to determine the number of votes cast for each person and for and against each ballot proposition; and,

WHEREAS, the City Council finds that the election officer prepared a report of the election results, which contained: (i) the total number of votes cast in the board's jurisdiction; (ii) the names of each candidate whose name appeared on the ballot; (iii) the title of each ballot proposition that appeared on the ballot; (iv) each office that appeared on the ballot; (v) from each voting precinct: (A) the number of votes for each candidate; and (B) the number of votes for and against each ballot proposition; (vi) the total number of votes given in the board's jurisdiction to each candidate, and for and against each ballot proposition; and (vii) a statement certifying the information in the report is accurate; and,

WHEREAS, the City Council, acting as the Board of Canvassers, finds that the election officer and the board of canvassers: (i) reviewed the report to ensure it is correct; and (ii) signed the report;

WHEREAS, the City Council finds that the board of canvassers, duly convened completed the required statutory duties: (a) declared "elected" or "nominated" those persons who: (i) had the highest number of votes; and (ii) sought election or nomination to an office completely within the board's jurisdiction; (b) declared: (i) "approved" those ballot propositions that: (A) had more "yes" votes than "no" votes; and (B) were submitted only to the voters within the board's jurisdiction; (ii) "rejected" those ballot propositions that: (A) had more "no" votes than "yes" votes or an equal number of "no" votes and "yes" votes; and (B) were submitted only to the voters within the board's jurisdiction; (c) certified the vote totals for persons and for and against ballot propositions submitted to voters within and beyond the board's jurisdiction and transmit those vote totals to the lieutenant governor; and,

WHEREAS the City Council now desires to be in conformance with the requirements of law; and,

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

NOW, THEREFORE, BE IT RESOLVED by the CITY of SOUTH OGDEN:

SECTION II - CANVASS OF ELECTION RESULTS - NOVEMBER 2021:

That the election results of the November, 2021 municipal general election, as certified to the Board of Municipal Canvassers, attached as **Attachment "A"**, is ratified and adopted in all of its relevant particulars, based on the findings set

out hereinabove, as is otherwise required by law.

SECTION III - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION IV - PRIOR RESOLUTIONS

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

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this 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 16th day of November, 2021, and after publication or posting as required by law.

SOUTH OGDEN, a municipal corporation

DATED on this 19th day of November, 2019.

	by:	
	•	
	Russell Porter, Mayor	
Attested and recorded		
Leesa Kapetanov, CMC		
City Recorder		

ATTACHMENT "A"

RESOLUTION NO. 21-34

Resolution Of South Ogden City Council
Acting As The Municipal Board Of Canvassers Conducting And Approving
The Canvass And Elections Results For The November 2021 General Election;
And, Providing For An Effective Date.

16 Nov 21

STAFF REPORT

SUBJECT: Resolution 21-35 - Agreement with Municode for

Self-Codification Services

AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: November 16, 2021



RECOMMENDATION

Staff recommends approval of the agreement.

BACKGROUND

For many years, the City has used Sterling Codifiers for codification services, including hosting and updating our online code. Last year, Sterling Codifiers was purchased by American Legal Publishing, a nationwide company. We basically went from a small company who knew us and our code well, to a large company who did an acceptable job, but was not very personable. In the meantime, the City has been approached many times by Municode, a company that has a local office (although they too are nationwide) and who not only could host our code online, but also offered the ability for the City to maintain our own code so it would not take so long for changes to show up online. Previousely, this had taken up to three months.

ANALYSIS

I have contacted other cities that use Municode and have asked them for their opinion about them, including how difficult the software was to use and their technical service. Everyone seemed to be happy with them.

Switching to Municode will also save the City up to \$2,000 a year.

SIGNIFICANT IMPACTS

Better control over our code, annual savings of \$2,000.

ATTACHMENTS

None.

RESOLUTION NO. 21-35

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH MUNICODE FOR ONLINE CODE SELF-PUBLISHING 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 codification of city codes; and,

WHEREAS, the City Council finds that Municode is the only company to offer online code self-publishin; and,

WHEREAS, the City Council finds that entering into an agreement with Municode 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 Municode to provide online code self-publishing; 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 Municode Self-Publishing Software 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 16th day of November, 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 16th day of November, 2021.

	SOUTH OGDEN CITY
	Russell Porter, Mayor
ATTEST:	
Leesa Kapetanov, CMC	
City Recorder	

ATTACHMENT "A"

Resolution No. 21-35

Resolution Of South Ogden City Approving An Agreement With Municode For Online Code Self-Publishing Services; Authorizing The City Manager To Sign The Necessary Documents On Behalf Of The City; And, Providing For An Effective Date

16 Nov 21

South Ogden, Utah

THIS LETTER OF ENGAGEMENT ("Agreement") is entered between the City of South Ogden, UT ("CLIENT") and Municipal Code Corporation, DBA "Municode" ("CONSULTANT"). For the purpose of this Agreement, "USER" is defined as an employee, consultant, third-party contractor or agent to whom "CLIENT" has granted access to use the services provided under this Agreement. Municode's proposal of September 29, 2021 will serve as **Exhibit A** to this Agreement.

The parties agree as follows:

Term. This Agreement commences on the date it is executed and shall continue until full performance by both parties or until earlier terminated by one party under the terms of this Agreement. The initial term of this Agreement is for a period of (3) three years. This Agreement shall automatically renew on an annual basis, unless either party gives the other notice of non-renewal within thirty (30) days of the scheduled renewal period.

Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in Exhibit A. Payment will be made to CONSULTANT within thirty (30) days of the receipt of the invoice for services rendered, unless otherwise indicated in Exhibit A, with the one-time database conversion fee (if applicable), the first recurring annual Software License fee, and any other applicable fees set forth in Exhibit A due within thirty (30) days of completion of data conversion to Municode's database. Thereafter CONSULTANT shall invoice the CLIENT annually for the Software License Fee based upon the anniversary date of the initial online publication, and the anniversary date(s) of any additional publications added during the existing Agreement term.

- 1. Consumer Price Index. Following the initial Agreement term, CONSULTANT's fees may increase by three percent (3%) annually or be negotiated to the then current Consumer Price Index (CPI) for All Urban Consumers.
- Scope of Services. CONSULTANT's services under this Agreement shall consist of services as detailed in Exhibit A. The Scope of Services may be amended or modified upon the mutual written agreement of the parties during the term of the Agreement.

3. Use of Services.

- a. CONSULTANT Responsibilities. CONSULTANT shall: (i) provide to CLIENT initial software training and ongoing standard telephone and internet support for the purchased software services at no additional charge and shall (ii) use commercially reasonable efforts to make the purchased software services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which we shall give notice via the purchased software services or email and which CONSULTANT shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Eastern time Friday to 6:00 a.m. Eastern time Monday), or (b) any unavailability caused by circumstances beyond CONSULTANT'S reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving CONSULTANT'S employees), failure or downtime in Third-Party or Internet service provider failures or delays, and (iii) provide the purchased services only in accordance with applicable laws and government regulations.
- b. CLIENT Responsibilities. CLIENT shall (i) be responsible for USER'S compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of CLIENT Data and of the means by which CLIENT acquired said Data, (iii) use commercially reasonable efforts to prevent unauthorized

access to or use of the services and notify CONSULTANT promptly of any such unauthorized access or use, and (iv) use the services only in accordance with all applicable laws and government regulations. CLIENT shall not (a) make the services available to anyone other than USERS, (b) sell, resell, rent or lease the services, or (c) use the services to store or transmit infringing, libelous, or otherwise unlawful or tortious material.

- 4. **Integration**. This Agreement, along with the description of services to be performed attached as **Exhibit A**, and the additional products and services described therein contain the entire Agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions.
- 5. Warranty. CONSULTANT warrants that (i) any services provided hereunder will be performed in a professional and workmanlike manner and (ii) the functionality of the services will not be materially decreased during the term. CONSULTANT's entire liability and exclusive remedy under this warranty will be, at the sole option of CONSULTANT and subject to applicable law, to provide restored service(s) which conforms to these warranties within 7 days or to terminate the service(s) and provide a pro-rated refund of any prepaid fees (for the period from the date of the breach through to the end of the term).
- 6. **Liability**. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of this Agreement and further limited to a maximum amount equal to the consulting fees received by CONSULTANT from CLIENT under this Agreement. CONSULTANT shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.
- 7. **Termination**. This Agreement shall terminate upon the CLIENT's providing CONSULTANT with thirty (30) days' advance written notice. In the event the Agreement is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid hosting and support fees (for the period from the date of the termination through to the end of the term).
- 8. **Independent Contractor**. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CONSULTANT to perform services under the terms of this Agreement shall be, and always remain, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.
- 9. Ownership of Product.
 - a. Reservation of Rights. Subject to the limited rights expressly granted hereunder, CONSULTANT reserves all rights, title and interest in and to the services, including all related intellectual property rights. No rights are granted to CLIENT hereunder other than as expressly set forth herein.
 - b. Ownership of CLIENT Data. As between CONSULTANT and CLIENT, CLIENT exclusively owns all rights, title and interest in and all CLIENT Data.
 - c. Suggestions. We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the services any suggestions, enhancement requests, recommendations or other feedback provided by CLIENT, including USERS, relating to the operation of the services.
- 10. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.
- 11. **Right to Purchase**. This Agreement enables CLIENT to purchase any additional services found in **Exhibit A** as an addendum hereto.
- 12. **Assignment**. Neither party may assign or subcontract its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld.

 Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of

the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

- 13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah without resort to any jurisdiction's conflicts of law, rules or doctrines.
- 14. **Service of Notices.** All required notices shall be deemed to have been validly given if delivered in person or by first class mail or email to the following addresses:

To CLIENT:

City of South Ogden, Utah ATTN: Leesa Kapetanov City Recorder 3950 S. Adams Ave. South Ogden, UT 84403 Ikapetanov@southogdencity.com

To CONSULTANT:

Municipal Code Corporation
ATTN: Steffanie Rasmussen, Vice President of Client Services
PO Box 2235
Tallahassee, FL 32316
info@municode.com

Either party may change the addresses set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

SUBMITTED BY:	
Name and Title: Bob Geiger, Vice President of Sales	
ACCEPTED BY:	
CLIENT Signature:	
Name and Title:	(please print)
DATED:	

ATTACHMENT A

PRICE QUOTATION SHEET

SOFTWARE LICENSE, Code of Ordinances (annually)

\$2,700¹

The creation of the custom service/instance provides access to:

- ★ Automatic Ordinance/Resolution Drafting Tool
- ★ Automatic Code Updates & Legislative History Tool
- ★ PDF Ordinance/Resolution Storage² & Automatic PDF Generation for backup/printing
- ★ Three Remote Training Sessions (1-2 hours each)
- * Activation of additional publications upon request

DATABASE CONVERSION & SOFTWARE SETUP

\$1,000³

Applicable to the Code as updated through September 30, 2021, excluding any uncodified ordinances

Conversion empowers you with the ability to begin codifying your own legislation in-house. The timeframe for online publication is within 6 to 10 weeks of our receipt of the contract and all applicable material in an editable electronic format, and after any necessary updates have been completed.

ORDINANCE UPDATE SERVICES (includes Ordinance No's 21-11 and 21-09) \$300

Uncodified ordinances added to the conversion are subject to an ordinance update fee. If adding material in addition to the two ordinances listed above, we can provide a cost estimate upon our review of the legislation. Please note that adding additional legislation during the initial conversion process may increase the timeframe for conversion

SOFTWARE LICENSE, ADDITIONAL PUBLICATIONS (each, annually) \$295⁴

Can include Minutes, Policies & Procedures, Handbooks, Manuals, Standards, Plans and more! Municode will set up the framework for the additional publication and can provide you with an estimate for database conversion upon our review of the material, or you can convert the material independently in-house!

ADDITIONAL SERVICES AVAILABLE

Ч	MunicodeMEETINGS annually (\$4,800 if bundled w	ith other Municode services)	\$5,000
	Agenda Management Software. Cloud-based agenda meeting automates agenda process. Increases visibility, easy agenda voting & roll call, email notifications, a unified document search	ipdates, approval workflow, live coi	
	<u>MuniDocs</u> ⁵ annually, upgraded self-loading capabilities Host any other municipal documents in a fully searchable form Resolutions, Budgets and more for self-loading to the MuniDoc		\$350 ⁶
	MuniPRO Service annually Search over 3,600 codes in the Municode full-service codificate complex searches, create notes to attach to any publication and	J , , , , , , , , , , , , , , , , , , ,	\$295 ⁷
	★ Code Update Services, after initial Code conversion	, per hour	\$150 ⁸
	★ Consultation Services and/or Additional Training, pe	r hour	\$150°
	★ Onsite Training	Quote available upon re	
	★ Legal Review, Renumbering, Reorganization	Quote available upon re	auest

¹ Includes 5 user licenses. 6-10 users @ \$120 each annually; 11-20 users @ \$100 each annually. If over 20 licensed users, the cost per user license is \$75 annually. Software license is invoiced annually upon anniversary date of initial online publication. Following the initial Agreement term, costs may increase by 3% annually or be negotiated to the then current Consumer Price Index (CPI) for All Urban Consumers.

² Data limitations may apply.

³ Provided material is submitted in an editable, electronic format. Conversion cost, initial annual licensing cost and any additional services applicable are invoiced upon completion of data conversion. Material must be received within 30 days of Agreement effective date. Complex or form-based graphics may be subject to an additional cost upon review of material. We will contact you should this occur.

⁴ Invoiced upon date of initial online additional publication, and annually thereafter.

⁵ MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform.

⁶ Includes up to 25 GB storage. Quote for additional storage is available upon request.

⁷ MuniPro searches will not include results from self-published Codes but will include results from the over 3,600 online Codes in our full-service codification database.

⁸ Excludes legal services. Should legal services be desired, please contact us for a price quote.

⁹ Excludes legal services. Can include graphic design/digital imaging services, meeting attendance or special projects.

STAFF REPORT

SUBJECT: UDOT Betterment Agreement 37th & Washington

AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 11-16-21



RECOMMENDATION

City staff recommend the approval of the Betterment Agreement with UDOT for the US-89 & 37th pedestrian signal.

BACKGROUND

UDOT has been in disucssions with South Ogden City to improve the safety along the Washington Blvd corridor. UDOT conducted a study this year and they determined that the intersection of US 89 (Washington Blvd) & 37th Street meets their criteria to have a new pedestrian signal installed at this location.

ANALYSIS

This project will construct a new overhead pedestrian flashing beacon at the intersection of US-89 & 37th street in South Ogden. Additional work will include construction of pedestrian access ramps, installation of signage, and stripping the intersection for a crosswalk. UDOT will pay for the project. South Ogden City has taken the opportunity to have the poles for the lights or traffic signals to be powder coated any time a signal is updated in South Ogden. This betterment agreement gets the new pedistrian poles powder coated. South Ogden will be responsible for the power after the lights are installed, UDOT will maintain the signal.

SIGNIFICANT IMPACTS

An impact to the streets budget of \$4,131.00

ATTACHMENTS

None

RESOLUTION NO. 21-36

A RESOLUTION OF THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH, AUTHORIZING THE ACCEPTANCE AND APPROVAL OF A BETTERMENT AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR THE TRAFFIC SIGNAL REBUILD ON HIGHWAY 89 AND 37TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION I - RECITALS

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

WHEREAS, the City Council finds that in conformance with UCA §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that UDOT is rebuilding portions of the intersection of Highway 89 and 37th Street within the city limits; and,

WHEREAS, the City Council finds that UDOT has offered the City the opportunity, as part of UDOT's rebuilding portions of the intersection of Highway 89 and 37th Street, to have certain changes, upgrades, and improvements (collectively "Betterments") made as part of the Traffic Signal Rebuild on Highway 89 and 37th Street, with those betterments spelled out by using a "Betterment Agreement" (the "Agreement"); and,

WHEREAS, the City Council finds that the Agreement should be accepted and executed between the City and UDOT, (the "parties"); and

WHEREAS, the City Council finds it would be in the best interest of the City and the residents thereof to enter into the Agreement; and,

WHEREAS, the City Manager of South Ogden is the chief administrative officer and representative of the City;

WHEREAS, the City Council finds that signing the Agreement between the parties and the execution of the required Agreement is in the best interest of the citizens of South Ogden City; and,

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

The City Council of South Ogden City, State of Utah, authorizes the City Manager to sign all contracts, agreements, or other documents to facilitate the execution and implementation of the Agreement between the parties, which Agreement is denominated as "Project Number S-0089(552)412, Project Name US-89 & 37th Street(MP412.349)" attached as Attachment "A" and incorporated fully; and authorizes the City Manager to negotiate any remaining details of the Agreement; and, authorizes the City Recorder to sign any documents as required attesting to the fact that the City Manager has been duly authorized and appointed as noted to act on behalf of the City.

The foregoing recitals are fully incorporated herein.

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

SECTION II - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION III - PRIOR RESOLUTIONS

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

SECTION IV - SAVINGS CLAUSE

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

SECTION V - DATE OF EFFECT

This Resolution shall be effective on the 16th day of November, 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 16th day of November, 2021.

	SOUTH OGDEN CITY	
	Russell Porter, Mayor	
ATTEST:		
Leesa Kapetanov, CMC		

City Recorder

ATTACHMENT "A"

Resolution No. 21-36

A Resolution Of The City Council Of South Ogden City, Utah, Authorizing The Acceptance And Approval Of A Betterment Agreement With The Utah Department Of Transportation (Udot) For The Traffic Signal Rebuild On Highway 89 And 37th Street; And Providing For An Effective Date.

16 Nov 21



Department of Transportation

Betterment Agreement Local Agency Modification to	Project Description US-89 & 37 th Street (MP 412.349) Local Agency: South Ogden City	Estimated Value of Betterment \$4,131.00
Federal Aid Agreement No(If applicable)		
PIN Number 19515 FINET/CID Number 73915	Project Number S-0089(552)412 Project Name US-89 & 37 th Street (MP 412.349)	Agreement Number (Assigned by Comptrollers)
FMIS Number	00 03 & 07 Officer (IMI 412.043)	Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", and South Ogden City a political subdivision of the State of Utah, hereinafter referred to as the "Local Agency,"

Subject to the attached provisions, **UDOT** will include the following betterment work items into the above referenced Project. In conjunction with the Project, **UDOT** will advertise these items for bid and will administer construction of the work covered herein. Upon signing this agreement, the **Local Agency** agrees that the costs shown below are estimates only and that the **Local Agency** will be responsible for paying the actual costs associated with these betterment items, based on Contract Unit Bid Prices, and actual quantities placed.

Description of Work:

Betterment Items

Bid Item No,	Description	Quantity Estimated (Lump Sum) Unit Price		Estimated Price	
	Black Powder Coating; (2) Mast Arm Signal Poles, (2) Mast Arms, (2) Luminaire Extensions with Arms and Heads	1	\$4,131.00	\$4,131.00	
	Total Estimated Cost			\$4,131.00	

Total Estimated Reimbursement to UDOT is \$ 4,131.00

The total estimated cost of the betterment work shall be advanced / deposited with **UDOT** after July 1st 2021 and prior to the completion of the work, which ever is applicable. The **Local Agency** shall deposit said amount with **UDOT's** Comptroller's Office located at UDOT/COMPTROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500

In the event the actual betterment costs are higher, the **Local Agency** shall pay the additional amount required within 30 days of receiving an invoice from **UDOT**. In the event the actual betterment costs are

lower, UDOT will refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.

Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

UDOT has prepared plans, specifications and estimates of costs for the construction of the project, hereinafter referred to as the "Project."

The **Local Agency** desires to include the betterment work items described herein in the Project contract work.

UDOT is agreeable to include the **Local Agency**'s requested betterment work in the Project contract providing that the **Local Agency** pay the actual additional costs incurred. The **Local Agency** agrees that **UDOT**'s Project will not be delayed as a result of adding these betterments, and that no betterments will be added to the bid package until this agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the Local Agency work installed by the contractor. The Local Agency engineer and/or inspector shall work with and through **UDOT**'s Project Manager or Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. It is agreed that **UDOT**'s Contractor will accomplish the work covered herein on Local Agency's facilities in accordance with the plans and specifications provided by the Local Agency, including changes or additions to said plans and specifications which are approved by the parties hereto. The Local Agency, through their inspection of said work, will provide **UDOT**'s Project Manager or Resident Engineer with information covering any problems or concerns the Local Agency may have with acceptance of said facilities upon completion of construction.

Any periodic plan and specification review or construction inspection performed by **UDOT** arising out of the performance of the project does not relieve the **Local Agency** of its duty in the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency It is understood that access for maintenance and servicing of the **Local Agency** facilities located on State right of way will be by permit issued by **UDOT** to the **Local Agency**, and that the **Local Agency** will obtain said permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and the Local Agency are both governmental entities subject to Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this The indemnification in this paragraph. paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By **UDOT** for the convenience of the State upon written notice to the **Local Agency**.
- d. Upon satisfactory completion of the provisions of this agreement.

III. Maintenance:

The **Local Agency** agrees that, upon completion and final inspection of the Project construction, to accept, own and maintain the betterment work covered herein at no further cost to **UDOT.**

IV. Payment and Reimbursement to UDOT:

The **Local Agency** shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this betterment agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this betterment agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The **Local Agency** recognizes that if their project scope or schedule changes from the original intent of this agreement, the **UDOT** Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by **UDOT** as a result of these scope or schedule changes will be the responsibility of the **Local Agency**.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement approved in writing by the parties hereto is required prior to the start of work on said changes or additions.

VI. Content Review:

Language content was reviewed and approved by the Utah AG's office on July 19, 2012.

Local Agency				Utah Department of Transportation			
Ву		Date		Ву		Date	
Title/Signature of Official			Project Manager				
Ву		Date		Ву		Date	
	Title/Signature of additional official if required			Program Manager			
Ву		Date		Ву		Date	
Title/Signature of additional official if required			Region Director				
Ву		Date		Ву		Date	
Title/Signature of additional official if required			Comptrollers Office				

STAFF REPORT

SUBJECT: Oak Drive Culinary Waterline Project

AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 11-16-21



RECOMMENDATION

South Ogden City Staff recommends the approval of the contract with AAA Excavation for the Oak Drive Culinary Waterline Project.

BACKGROUND

This culinary water project has needed to be completed due to the amout of leaks that occur in this area. City staff has experienced two or more leaks in this area the last few years. It was determined to bid it this fall in hopes to get it completed before the weather changed. Due to the timing of the bid and the weather, City staff decided to not proceed with the project. AAA Excavation called tha City engineers and offered to buy material and hold the price of the project if they could complete it in the spring of 2022. The way the economy is and supply chain for materials it was determiend to move forward with AAA Excavation to complete the Oak Drive Culinary Water Project.

ANALYSIS

The City received two bids for the project:

AAA Excavation \$332,392.50 CT Davis Excavation \$531,474.30

The work consists of furnishing and installing approximately 2,000 Lineal Feet of 8" PVC C-900, DR-18 Pipe within the existing city street. The work also includes: the installation of mainline valves and fittings; removal and replacement of approximately 18 water services; compaction; import trench backfill; asphalt trench repair; and all other related appurtenances and associated work as indicated in the Contract Document

SIGNIFICANT IMPACTS

An impact of \$332,392.50 to the water budget, which is currently in the 2022 budget.

ATTACHMENTS

Wasatch Civil Memo

Bid Tabulationt



Memorandum

To: Jon Anderson

South Ogden City

From: Jory Wahlen

Wasatch Civil Consulting Engineering

Date: November 8, 2021

Subject: Oak Drive Culinary Waterline Replacement Project

In response to our advertisement for Oak Drive Culinary Waterline Project, we received two bids. AAA Excavation bid \$332,392.50 and CT Davis Excavation bid \$531,474.30. We recommend awarding the project to **AAA Excavation** for the amount of **\$332,392.50**. AAA Excavation intends to purchase materials now and commence construction beginning in the spring.

If you agree with this recommendation, we can put together a contract.



Oak Drive Culinary Waterline Project South Ogden City Corporation



Bid Opening Date: October 12, 2021 Time: 2:00 p.m. Place: South Ogden Municipal Office

				Engineer's Estimate		AAA Excavation		CT Davis Excavation			
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	Mobilization Traffic Control:	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 14,470.00	\$ 14,470.00	\$ 35,000.00	\$ 35,000.00		\$ 0.00
A2	8" Dia. PVC C-900 DR-18 Pipe:	1,500	L.F.	\$ 40.00	\$ 60,000.00	\$ 43.75	\$ 65,625.00	\$ 75.79	\$ 113,685.00		\$ 0.00
А3	6" D.I. Coupler:	1	Each	\$ 1,700.00	\$ 1,700.00	\$ 504.00	\$ 504.00	\$ 508.00	\$ 508.00		\$ 0.00
A4	8" D.I. Coupler:	1	Each	\$ 1,701.00	\$ 1,701.00	\$ 664.00	\$ 664.00	\$ 668.00	\$ 668.00		\$ 0.00
A5	8" D.I. 11.25 Degree Bend:	4	Each	\$ 775.00	\$ 3,100.00	\$ 573.00	\$ 2,292.00	\$ 878.00	\$ 3,512.00		\$ 0.00
A6	8" D.I. 22.5 Degree Bend:	1	Each	\$ 775.00	\$ 775.00	\$ 624.00	\$ 624.00	\$ 899.00	\$ 899.00		\$ 0.00
A7	8" D.I. 45 Degree Bend:	3	Each	\$ 780.00	\$ 2,340.00	\$ 650.00	\$ 1,950.00	\$ 904.00	\$ 2,712.00		\$ 0.00
A8	8" X 6" D.I. Reducer:	1	Each	\$ 465.00	\$ 465.00	\$ 467.00	\$ 467.00	\$ 520.00	\$ 520.00		\$ 0.00
A9	6" Thru X 8" Branch D.I. Tee:	0	Each	\$ 1,360.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00
A10	8" Thru X 8" Branch D.I. Tee:	2	Each	\$ 980.00	\$ 1,960.00	\$ 878.00	\$ 1,756.00	\$ 1,179.00	\$ 2,358.00		\$ 0.00
A11	8" D.I. Gate Valve with Valve Box & Lid:	5	Each	\$ 2,000.00	\$ 10,000.00	\$ 1,975.00	\$ 9,875.00	\$ 2,491.00	\$ 12,455.00		\$ 0.00
A12	Fire Hydrant Assembly:	4	Each	\$ 6,700.00	\$ 26,800.00	\$ 6,180.00	\$ 24,720.00	\$ 8,927.00	\$ 35,708.00		\$ 0.00
A13	1" Water Service:	20	Each	\$ 2,500.00	\$ 50,000.00	\$ 1,196.00	\$ 23,920.00	\$ 1,780.00	\$ 35,600.00		\$ 0.00
A14	5/8 Water Meter (Neptune R-900C Radio Read:	10	Each	\$ 920.00	\$ 9,200.00	\$ 641.00	\$ 6,410.00	\$ 545.00	\$ 5,450.00		\$ 0.00
A15	Meter Box and Cover (18" X 36" Concrete or HDPE):	10	Each	\$ 870.00	\$ 8,700.00	\$ 160.00	\$ 1,600.00	\$ 669.00	\$ 6,690.00		\$ 0.00
A16	Remove Existing Fire Hydrant:	2	Each	\$ 685.00	\$ 1,370.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00		\$ 0.00
A17	Remove Existing Valve and Valve Box:	4	Each	\$ 2,000.00	\$ 8,000.00	\$ 500.00	\$ 2,000.00	\$ 800.00	\$ 3,200.00		\$ 0.00
A18	Construct Concrete Plugs at Ends of Abandoned Water Mains:	15	Each	\$ 240.00	\$ 3,600.00	\$ 200.00	\$ 3,000.00	\$ 200.00	\$ 3,000.00		\$ 0.00
A19	Remove and Replace Curb and Gutter:	40	L.F.	\$ 55.00	\$ 2,200.00	\$ 45.00	\$ 1,800.00	\$ 62.50	\$ 2,500.00		\$ 0.00
A20	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	1,500	S.Y.	\$ 35.00	\$ 52,500.00	\$ 36.00	\$ 54,000.00	\$ 46.62	\$ 69,930.00		\$ 0.00



Oak Drive Culinary Waterline Project South Ogden City Corporation



Bid Opening Date: October 12, 2021 Time: 2:00 p.m. Place: South Ogden Municipal Office

				Engine	er's Estimate	AAA I	Excavation	CT Davi	s Excavation		
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A21	Granular Backfill Borrow:	3,000	Tons	\$ 17.00	\$ 51,000.00	\$ 11.00	\$ 33,000.00	\$ 19.11	\$ 57,330.00		\$ 0.00
A22	Sediment Barriers at Strom Drain Catch Basins:	6	Each	\$ 300.00	\$ 1,800.00	\$ 120.00	\$ 720.00	\$ 400.00	\$ 2,400.00		\$ 0.00
Schedul	e A Total				\$ 322,211.00		\$ 250,397.00		\$ 396,125.00		\$ 0.00
	Schedule B - 785 East										
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B1	Mobilization Traffic Control:	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 4,742.00	\$ 4,742.00	\$ 15,000.00	\$ 15,000.00		\$ 0.00
B2	8" Dia. PVC C-900 DR-18 Pipe:	510	L.F.	\$ 40.00	\$ 20,400.00	\$ 43.75	\$ 22,312.50	\$ 75.79	\$ 38,652.90		\$ 0.00
В3	6" D.I. Coupler:	1	Each	\$ 1,700.00	\$ 1,700.00	\$ 504.00	\$ 504.00	\$ 508.00	\$ 508.00		\$ 0.00
B4	8" D.I. Coupler:	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 668.00	\$ 0.00		\$ 0.00
B5	8" D.I. 11.25 Degree Bend:	1	Each	\$ 775.00	\$ 775.00	\$ 573.00	\$ 573.00	\$ 878.00	\$ 878.00		\$ 0.00
В6	8" D.I. 22.5 Degree Bend:	0	Each	\$ 775.00	\$ 0.00	\$ 624.00	\$ 0.00	\$ 899.00	\$ 0.00		\$ 0.00
В7	8" D.I. 45 Degree Bend:	2	Each	\$ 780.00	\$ 1,560.00	\$ 650.00	\$ 1,300.00	\$ 904.00	\$ 1,808.00		\$ 0.00
В8	8" X 6" D.I. Reducer:	1	Each	\$ 465.00	\$ 465.00	\$ 467.00	\$ 467.00	\$ 520.00	\$ 520.00		\$ 0.00
В9	6" Thru X 8" Branch D.I. Tee:	0	Each	\$ 1,360.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,699.00	\$ 0.00		\$ 0.00
B10	8" Thru X 8" Branch D.I. Tee:	0	Each	\$ 980.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,179.00	\$ 0.00		\$ 0.00
B11	8" D.I. Gate Valve with Valve Box & Lid:	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 1,975.00	\$ 1,975.00	\$ 2,491.00	\$ 2,491.00		\$ 0.00
B12	Fire Hydrant Assembly:	1	Each	\$ 6,700.00	\$ 6,700.00	\$ 6,180.00	\$ 6,180.00	\$ 8,927.00	\$ 8,927.00		\$ 0.00
B13	1" Water Service:	8	Each	\$ 2,500.00	\$ 20,000.00	\$ 1,196.00	\$ 9,568.00	\$ 1,780.00	\$ 14,240.00		\$ 0.00
B14	5/8 Water Meter (Neptune R-900C Radio Read:	4	Each	\$ 920.00	\$ 3,680.00	\$ 641.00	\$ 2,564.00	\$ 545.00	\$ 2,180.00		\$ 0.00
B15	Meter Box and Cover (18" X 36" Concrete or HDPE):	4	Each	\$ 870.00	\$ 3,480.00	\$ 160.00	\$ 640.00	\$ 669.00	\$ 2,676.00		\$ 0.00



Oak Drive Culinary Waterline Project South Ogden City Corporation



Bid Opening Date: October 12, 2021 Time: 2:00 p.m. Place: South Ogden Municipal Office

				Engine	er's Estimate	AAA I	Excavation	CT Davis	s Excavation		
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B16	Remove Existing Fire Hydrant:	1	Each	\$ 685.00	\$ 685.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00		\$ 0.00
B17	Remove Existing Valve and Valve Box:	0	Each	\$ 2,000.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 800.00	\$ 0.00		\$ 0.00
B18	Construct Concrete Plugs at Ends of Abandoned Water Mains:	2	Each	\$ 240.00	\$ 480.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00		\$ 0.00
B19	Remove and Replace Curb and Gutter:	10	L.F.	\$ 55.00	\$ 550.00	\$ 45.00	\$ 450.00	\$ 200.00	\$ 2,000.00		\$ 0.00
B20	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	510	S.Y.	\$ 35.00	\$ 17,850.00	\$ 36.00	\$ 18,360.00	\$ 46.62	\$ 23,776.20		\$ 0.00
B21	Granular Backfill Borrow:	1,020	Tons	\$ 17.00	\$ 17,340.00	\$ 11.00	\$ 11,220.00	\$ 19.11	\$ 19,492.20		\$ 0.00
B22	Sediment Barriers at Strom Drain Catch Basins:	2	Each	\$ 300.00	\$ 600.00	\$ 120.00	\$ 240.00	\$ 400.00	\$ 800.00		\$ 0.00
Schedu	ule B Total				\$ 108,265.00		\$ 81,995.50		\$ 135,349.30		\$ 0.00
					\$ 430,476.00		\$332,392.50 *		\$ 531,474.30		\$ 0.00

Project Engineer	
Jory Wahlen	

^{*} correction due to calculation error

RESOLUTION NO. 21-37

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH AAA EXCAVATION FOR THE OAK DRIVE CULINARY WATERLINE REPLACEMENT PROJECT, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

SECTION I - RECITALS

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds it necessary to address certain culinary waterline needs within the city; and,

WHEREAS, the City Council finds that the city staff recommends that the city approve the Agreement with AAA EXCAVATION to fully address those culinary waterline needs, specifically the Oak Drive Culinary Waterline Replacement project, on behalf of the citizens of the City; and,

WHEREAS, the City Council finds that AAA EXCAVATION has the ability to fully address those culinary waterline needs, specifically the Oak Drive Culinary Waterline Replacement project, on behalf of the citizens of the City; and,

WHEREAS, the City Council finds that City now desires to further those ends by approving an Agreement with AAA EXCAVATION to provide such services; and,

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

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

SECTION II - CONTRACT AUTHORIZED

That The "Contract Agreement" With AAA EXCAVATION For The Oak

Drive Culinary Waterline Project Within The City, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 16^{th} day of November, 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 16th day of November, 2021.

,	SOUTH OGDEN CITY
-	
]	Russell Porter, Mayor

ATTEST:
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 21-37

Resolution Of South Ogden City Approving An Agreement With Aaa Excavation For The Oak Drive Culinary Waterline Replacement Project, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

16 Nov 21

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **AAA EXCAVATION INC.**. (hereinafter called CONTRACTOR).

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

ARTICLE 1- WORK

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

The work consists of furnishing and installing approximately 2,000 Lineal Feet of 8" PVC C-900, DR-18 Pipe within the existing city street. The work also includes: the installation of mainline valves and fittings; removal and replacement of approximately 18 water services; compaction; import trench backfill; asphalt trench repair; and all other related appurtenances and associated work as indicated in the Contract Document.

ARTICLE 2-THE PROJECT

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

Oak Drive Culinary Waterline Replacement Project

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

- 4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Dates for Completion and Final Payment: The Work will be completed within 60 days following Notice to Proceed.
- 4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

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

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

UNIT PRICE WORK

Schedule A – Oak Drive & 875 East

<u>No.</u>	<u>Item</u>	Quantity	<u>Unit</u>	Unit Price	<u>Amount</u>
A1	Mobilization Traffic Control:	1	L.S.	\$14,470.00	\$14,470.00
A2	8" Dia. PVC C-900 DR-18 Pipe:	1,500	L.F.	\$43.75	\$65,625.00
A3	6" D.I. Coupler:	1	Each	\$504.00	\$504.00
A4	8" D.I. Coupler:	1	Each	\$664.00	\$664.00
A5	8" D.I. 11.25 Degree Bend:	4	Each	\$573.00	\$2,292.00
A6	8" D.I. 22.50 Degree Bend:	1	Each	\$624.00	\$624.00
A7	8" D.I. 45 Degree Bend:	3	Each	\$650.00	\$1,950.00
A8	8" X 6" D.I. Reducer:	1	Each	\$467.00	\$467.00
A9	6" Thru X 8" Branch D.I. Tee:	0	Each	\$0.00	\$0.00
A10	8" Thru X 8" Branch D.I. Tee:	2	Each	\$878.00	\$1,756.00
A11	8" D.I. Gate Valve with Valve Box & Lid:	5	Each	\$1,975.00	\$9,875.00
A12	Fire Hydrant Assembly:	4	Each	\$6,180.00	\$24,720.00
A13	1" Water Service:	20	Each	\$1,196.00	\$23,920.00
A14	5/8 Water Meter (Neptune R-900C Radio Read):	10	Each	\$641.00	\$6,410.00
A15	Meter Box and Cover (18" X 36" Concrete or HDPE):	10	Each	\$160.00	\$1,600.00
A16	Remove Existing Fire Hydrant:	2	Each	\$500.00	\$1,000.00
A17	Remove Existing Valve and Valve Box:	4	Each	\$500.00	\$2,000.00
A18	Construct Concrete Plugs at End of Abandoned Water Mains:	15	Each	\$200.00	\$3,000.00
A19	Remove and Replace Curb and Gutter:	40	L.F.	\$45.00	\$1,800.00

A20	Asphalt Pavement Patching (3" HMA/10" UTBC):	1,500	S.Y.	\$36.00	\$54,000.00
A21	Granular Backfill Borrow:	3,000	Tons	\$11.00	\$33,000.00
A22	Sediment Barriers at Storm Drain Catch Basins:	6	Each	\$120.00	\$720.00
Schedu	le A Total				\$250,397.00
	Schedule B	- 785 East			
B1	Mobilization Traffic Control:	1	L.S.	\$4,742.00	\$4,742.00
B2	8" Dia. PVC C-900 DR-18 Pipe:	510	L.F.	\$43.75	\$22,312.50
В3	6" D.I. Coupler:	1	Each	\$504.00	\$504.00
B4	8" D.I. Coupler:	0	Each	\$0.00	\$0.00
B5	8" D.I. 11.25 Degree Bend:	1	Each	\$573.00	\$573.00
B6	8" D.I. 22.50 Degree Bend:	0	Each	\$624.00	\$0.00
В7	8" D.I. 45 Degree Bend:	2	Each	\$650.00	\$1,300.00
B8	8" X 6" D.I. Reducer:	1	Each	\$467.00	\$467.00
B9	6" Thru X 8" Branch D.I. Tee:	0	Each	\$0.00	\$0.00
B10	8" Thru X 8" Branch D.I. Tee:	0	Each	\$0.00	\$0.00
B11	8" D.I. Gate Valve with Valve Box & Lid:	1	Each	\$1,975.00	\$1,975.00
B12	Fire Hydrant Assembly:	1	Each	\$6,180.00	\$6,180.00
B13	1" Water Service:	8	Each	\$1,196.00	\$9,568.00
B14	5/8 Water Meter (Neptune R-900C Radio Read):	4	Each	\$641.00	\$2,564.00
B15	Meter Box and Cover (18" X 36" Concrete or HDPE):	4	Each	\$160.00	\$640.00
B16	Remove Existing Fire Hydrant:	1	Each	\$500.00	\$500.00
B17	Remove Existing Valve and Valve Box:	0	Each	\$500.00	\$0.00
B18	Construct Concrete Plugs at End of Abandoned Water Mains:	2	Each	\$200.00	\$400.00
B19	Remove and Replace Curb and Gutter:	10	L.F.	\$45.00	\$450.00
B20	Asphalt Pavement Patching (3" HMA/10" UTBC):	510	S.Y.	\$36.00	\$18,360.00
B21	Granular Backfill Borrow:	1,020	Tons	\$11.00	\$11,220.00

B22 Sediment Barriers at Storm Drain Catch 2 Each \$120.00 \$240.00 Basins:

Schedule B Total: \$81,995.50

TOTAL OF ALL UNIT: <u>Three hundred thirty-two thousand three hundred ninety-two 50/100 dollars</u> (\$332,392.50).

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

ARTICLE 6- PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 - B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).
 - 2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.
- 6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07

ARTICLE 7- INTEREST

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

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
 - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto
 - F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
 - J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Bid Bond;
 - 5. General Conditions:
 - 6. Supplementary Conditions;
 - 7. Specifications as listed in the table of contents of the Project Manual;
 - 8. Drawings as listed in the table of contents of the Project Manual;
 - 10. Exhibits this Agreements;
 - 1. Notice to Proceed;
 - 2. CONTRACTOR's Bid;
 - 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments; Work Change Directives; Change Order(s).

- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 Terms: Terms used in this Agreement will have the meanings indicated in the General Conditions.

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

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

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

been signed or identified by OWNER and CONTRACTOR or on their behalf. Agreement). **OWNER: CONTRACTOR:** SOUTH OGDEN CITY CORPORATION **AAA EXCAVATION INC** By:_____ [CORPORATE SEAL] [CORPORATE SEAL] Attest: Attest: Address for giving notices: Address for giving notices: (If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign) Designated Representative: Title: Address:

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

Address:

Phone:

STAFF REPORT

SUBJECT: Resolution 21-38 - Lease Agreement with Unified

Fleet Services

AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 11-16-21



RECOMMENDATION

City Staff recommends the approval with Unified Fleet Services for the leasing of ten vehicles for various departments in South Ogden City.

BACKGROUND

The City has a few different options to lease equipment for the various City departments. This lease with Horse Power has been an annual lease that has been done for the past four years. It has ten vehicles from the following departments, 1-parks, 2- streets, 1-inspections, 2-fire, and 4-police. Horse Power is requesting the vehicles back in the next few weeks due to some legal issues with their business. The vehicles are not supposed to be changed out until February of 2022. Unified has come in and offered to buy them out and we stay in the vehicles until February when they will exchange the current ones for new ones like the original lease.

ANALYSIS

Due to the way supply and demands are right now moving forward with the Unified Fleet Services will keep the City in the current recommended vehicle types. City staff has explored other options and most companies are at least two weeks or until July 2022 to replace the vehicles. The other options did not replace one for one rather it was a vehicle that was available or currently on order. This option with Unified Fleet Service will give the City staff 15 months to explore more opitons and with the possibility of completing a small buy and sale program for South Ogden City. As other options were explored this time it was very diffuclt to get a good comparison because the other compmanies could not replace exactly what was being requested.

SIGNIFICANT IMPACTS

An impact of \$61,000 to the budget in various accounts. (Streets, Fire, Police, Inspections, Parks)

ATTACHMENTS

Buyout option

RESOLUTION NO. 21-38

RESOLUTION OF SOUTH OGDEN CITY AUTHORIZING AN AGREEMENT WITH UNIFIED FLEET SERVICES FOR BUYBACK AND LEASE OF VEHICLES, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

SECTION I - RECITALS

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds it necessary to address certain Vehicle Lease needs within the city; and,

WHEREAS, the City Council finds that the city staff has reviewed and studied this matter and recommends that the city council authorize that the agreement with Unified Fleet Services for the provision of vehicle buy back and leasing services; and,

WHEREAS, the City Council finds that Unified Fleet Services has demonstrated the professional ability to provide for these services to meet the city's Vehicle Lease needs; and,

WHEREAS, the City Council finds that City now desires to approve these ends by authorizing an agreement with Unified Fleet Services; and,

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

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

SECTION II - CONTRACT AUTHORIZED

That The "Agreement" For The Lease of Vehicles, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted For The Provision Of Vehicle Buyback and Lease Services From Unified Fleet Services; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest Any And All Documents Necessary To Effect This Authorization and Approval.

That the foregoing recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 16th day of November, 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 16th day of November, 2021.

	SOUTH OGDEN CITY
	Russell Porter, Mayor
ATTEST:	
Leesa Kapetanov, CMC	
City Recorder	

ATTACHMENT "A"

Resolution No. 21-38

Resolution Of South Ogden City Authorizing An Agreement With Unified Fleet Services For Buyback And Lease Of Vehicles, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

16 Nov 21



Prepared By:



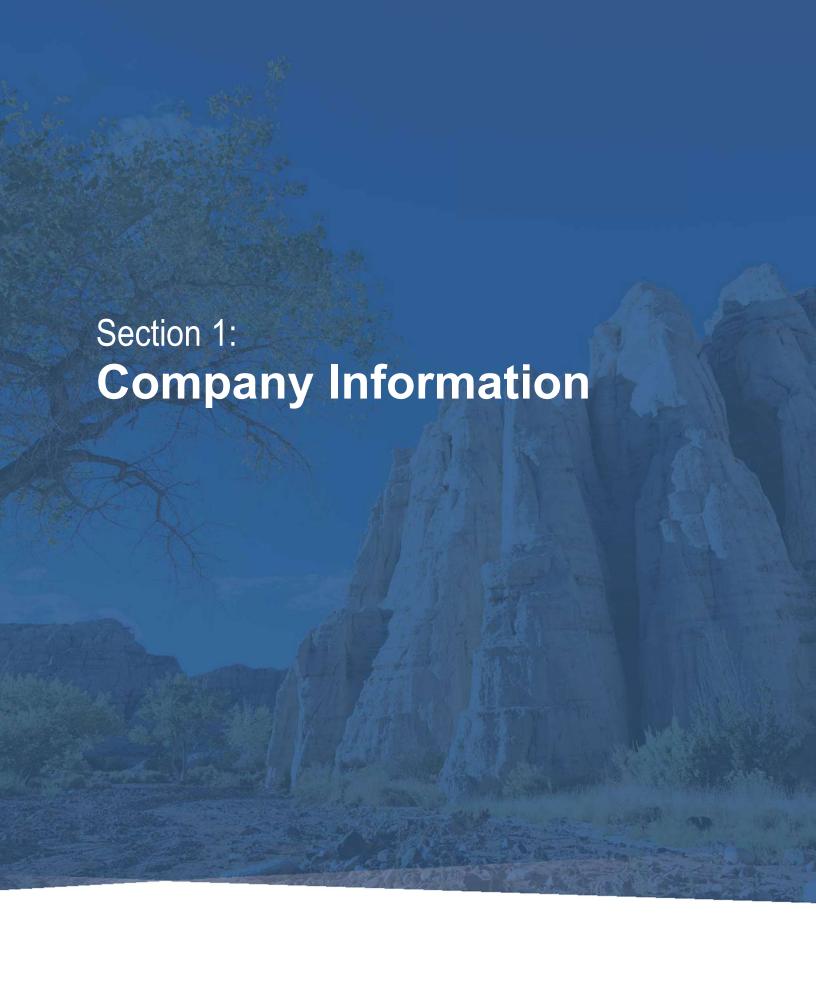


South Ogden City Attn: Garth Hadfield 5590 S. 600 E. South Ogden, UT

We appreciate your thoughtful consideration of this proposal. A complete submission follows our cover letter. We encourage you to review our proposal carefully and contact us if any questions develop, and we will respond promptly. We have thoroughly reviewed all requirements shown in the RFP and are certain you will concur we meet or exceed these as required. We look forward to developing what is certain to be a long and beneficial relationship.

Sincerely

John Michol Scott CEO Unified Fleet Services, LLC





About:

Unified Fleet Services, LLC (UFS) and its team have combined fifty years of experience in the commercial rental and municipal fleet services industry. Our team members have founded and run some of the largest fleet operations in the past decade. Previous startups have gone from zero vehicles to 3,500 in-services vehicles in three years. Our approach is outlined hereafter.

Legal:

Legal Name: Unified Fleet Services, LLC

Business Office: 610 Kays Drive #140, Kaysville UT 84037

Mailing Address: 5513 West 11000 North #437, Highland, UT 84003

Website: <u>www.unifiedfleetservices.com</u>

Office Line: (801) 477-6177 Founded: March 2021

Operational Experience: 12 years (50+ Combined)

<u>Team:</u>

Primary Contact:

Name: Bodie Taylor

Title: Business Development Officer Email: bodie@unifiedfletservices.com

Cell: 801-592-8194

Secondary Contact:

Name: Brittany Long

Title: Vice President of Operations
Email: <u>brittanyl@unifiedfleetservices.com</u>

Cell: (801) 376-6695

Bio: Brittany has worked in municipal lending for over 15 years. As VP of

Credit for Spyglass Capital, she worked with Stryker Medical and financing group working multimillion dollar contracts for hospital groups. Brittany worked as the liaison between C-level hospital executives and

lending institutions across the country.

With the professional connections from Stryker Medical, Brittany entered the ZRG Executive Recruiting firm, connecting C-level executives around the world. Brittany's strong communication and relationship building skills have kept her well connected in the financing world and has joined the

UFS team as the VP of Operations and Customer Success.



Unified Fleet Services' Approach:

UFS management and fleet service offering focusses on 3 key areas:

- Systemization Operations
- Risk Management & Compliance
- Wholistic Economic Costs

Systemization of Operations: Fleet management can be complicated. Numerous documentation requirements, financial constraints and most of all: unforeseen "hiccups". UFS leverages our team's core talents to ensure mutual success of all parties involved. Our financial analysis team evaluates fleet incentives provided by OEM (vehicle manufacturers) and benchmarks historical residual values through auctions, KBB and JD Power. Our regression analysis ensures we buy the right vehicles for clients to minimize rental & lease costs. It also allows us to order the right packages well in advance to ensure our OEM partners are content with planned, scheduled and consistent ordering.

Systemization does not take away the ability to provide custom orders for clients, but rather allows us to have the data and analysis done in advance so any custom orders can be priced to ensure a win-win for all parties.

Our operations team has systemized the documentation process for all clients. This allows for new onboarding and ordering to happen seamlessly with our clients. Client's orders are sent directly to the OEM partners for ordering to ensure deliveries happen quickly and clients can plan.

Risk Management & Compliance: All of our vehicles have full manufacturer warranties upon delivery. They also have backup insurance placed on every vehicle in addition to client's own insurance. This ensures any loss of vehicle is covered and our partner banks are happy, which in turn ensures our clients continued success.

Our team utilizes Plave Koch law firm on all rental contracts. Leslie Pujo is the preeminent attorney on rental compliance and liability. She is also the counsel of choice for Zurich Insurance and Philadelphia Insurance when managing legal disputes in the rental and leasing space. Leslie provided all of our rental contract language and can be made available to discuss as needed.

Our local counsel for Utah is Strong & Hanni law firm. They also review our OEM contracts and other compliance contracts. UFS only supplies vehicles under the strictest adherence to OEM requirements for municipal and commercial vehicles. UFS DOES NOT MIX COMMERCIAL AND MUNICIPAL VEHICLES. Our municipal clients are allowed to rent commercially, but commercial vehicles may not be provided under municipal incentives. Compliance is the cornerstone to our historical success and we will continue to place an emphasis on it for our future success.

<u>Wholistic Economics</u>: Our team focuses on the entire fleet management costs. There are times that tax incentives will benefit commercial clients to buy their own vehicles. There are times that large municipal clients will benefit from holding their vehicles longer. Our goal is not to always be the best "up front" price but the best long term partner. We partner with clients to evaluate:

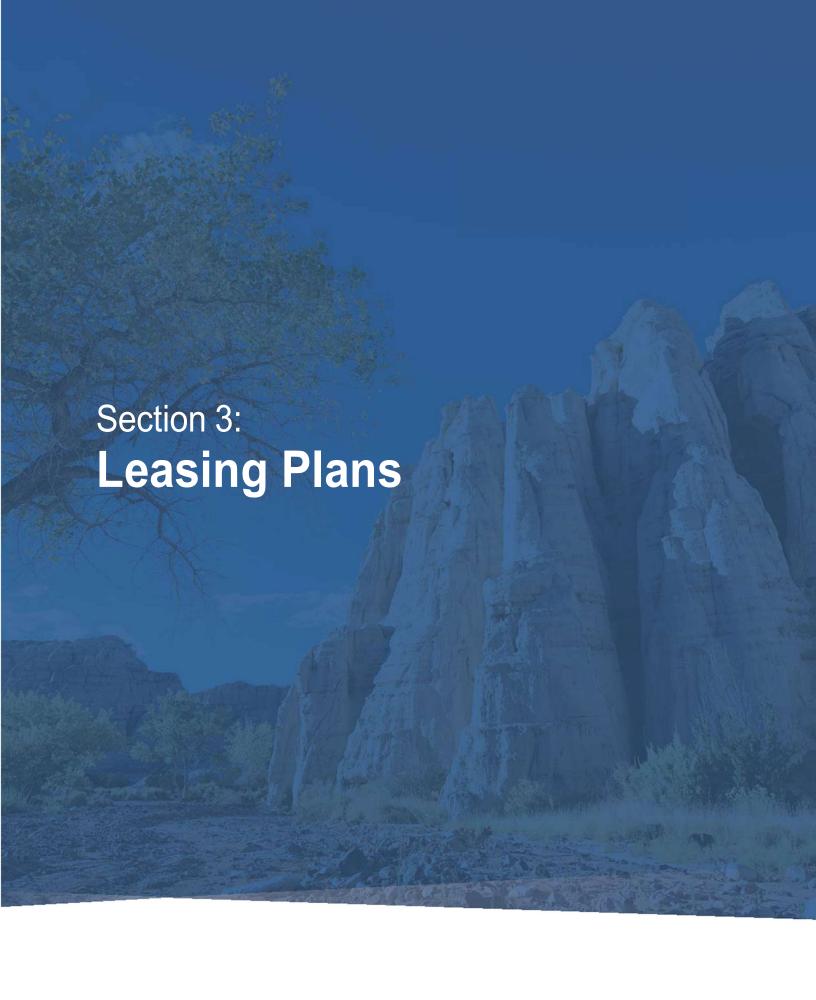


- **Vehicle needs:** Getting the right tool for the job, and if many tools exists whichever is the most economical.
- **Cost of Usage:** Fuel efficiencies, power efficiencies, service intervals all need to be evaluated. Newer vehicles have more power and efficiency than holding on to older fleets.
- Maintenance Costs: Even in the best of times cost of tires add up on an existing vehicle structure. Transmission issues, ECMs, etc. all occasionally go out. Factory fresh vehicles ensure down time won't have a financial consequence.
- Emergency Replacements: For larger fleets UFS can provide a 48 hour replacement vehicle guarantee. Should a vehicle go down due to a mechanical failure, or an insurance loss we can have a replacement vehicle ready within 48 hours. This is customized on a perclient basis depending on size and spec of fleet. We can even provide replacement vehicles with some upfit components pre-installed.

Our 48 hour replacement can be customized to under-cover operations of municipalities, or for a rush order that was unanticipated.

Our 48 hour emergency replacement is available for commercial clients where a large job expands in scope and a vehicle is needed at the jobsite immediately.

Without vehicles your team isn't able to do their job. Whether that job is serving and protecting our communities or building our communities as a contractor down time is wasted time. UFS goal is to keep your team moving even when the unexpected happens.





One Year Standard Lease Rates:

UFS' standard 2021 municipal lease rates are as follows:

- \$5,500 Annually ½ Ton Pickup:
 2021 Chevrolet 1500 LTZ, Ford F150
- \$6,000 Annually ³/₄ Ton Pickup:
 2021 Ford F250 Crew Cab Lariat Diesel, 4X4, "loaded"
- \$6,000 Annually 1 Ton Pickup
 2021 Ram 3500 Laramie Cummins Mega Cab 4X4, "loaded"
- \$6,500 Annually SUV
 2021 Dodge Durango, SXT AWD V6
- \$5,000 Annually Sedan
 2021 Dodge Charger AWD V6

All UFS fleet leases are for one year increments only. Vehicles may be extended due to replacement delays from OEM.

Mileage & Fees:

UFS does not impose a mileage restriction or fees. The UFS contract stipulates a standardized "Settlement Value". It is assessed at lease termination and sale of the vehicle. Should any vehicle sell less than the agreed upon Settlement Value AND three dealers offer less than the settlement value UFS has the right to charge for the difference. UFS provides a \$1,500 waiver for vehicles selling just below projected Settlement Value. Anything in excess of that \$1,500 UFS has the right to charge for.

Mileage based leases rarely reflect actual residual values and serve as additional fee revenue for leasing companies. Excess wear & tear, improper usage, abuse and neglect impact residual values far more. Settlement Value approach provides a clear expectation for both parties. If vehicles are purchased properly, and clients provide a standard duty of care, Settlement Value charges are virtually impossible to be incurred. Any reduction in settlement value would likely be covered by insurance (e.g. hail damage, vandalism, accidental damage).



Maintenance:

Client is expected to properly maintain vehicles in accordance with OEM specifications and service intervals. UFS provides pre-paid maintenance plans available to clients. Maintenance plans are OEM specific and may require service be performed at a franchised OEM dealer. UFS has no requirements of where or who must perform maintenance so long as it complies with OEM specifications.

Bundled Prepaid Maintenance plans include 3 services maximum at 7,500 mile intervals:

- Change engine oil and replace oil filter
- Inspect and rotate tires
- Inspect brake pads/shoes/rotors/drums, brake lines and parking brake system
- Inspect wheel ends for end play and noise
- Inspect and lubricate steering linkage, ball joints, suspension and, if equipped, half-shafts, driveshafts and u-joints
- Change transmission fluid
- Replace fuel filter

- Replace engine air filter
- Change engine coolant
- Replace PCV valve
- Change transfer case fluid*
- Inspect and lubricate 4x4 front axle shaft u-joints*
- Lubricate 4x4 front hub needle bearings*
- Lubricate 4x2 front wheel bearings, replace grease seals and adjust bearings*
- Fill diesel exhaust fluid*

Warranties:

All vehicles have factory warranties of no less than 36,000 miles and 3 years. UFS also includes additional service plans that include:

Prepaid maintenance plans (Oil change, tire rotations, etc.);

Service plans may be included with your plan. See your

Additional Vehicles:

All clients sign a Master Lease Agreement (MLA) upon commencing business with UFS. Our MLA is the boiler plate for all transactions.

Each time a client wishes to add additional vehicles to their lease schedule a new Lease Summary Agreement (LSA) is signed. It outlines the simple specifications of the subsequent lease. The LSA may be for one vehicle or dozens. The LSA should be issued based upon the total number of vehicles to be leased with the same lease start date. The LSA outlines year, make, model, VIN, lease rate, settlement value, lease start and lease termination dates. Clients may add vehicles at any time, though a ninety-day lead time is recommended to ensure best pricing and availability.



Express Replacement Provision:

For clients maintaining fleets in excess of twenty-five vehicles a 48 hour Express Replacement is available. This vehicle is ordered up front at no cost to clients until the vehicle is put in service. Vehicle is assigned to client and utilized by UFS in its operations until such time as client requests the replacement. The replacement may be an additional vehicle or replacing an existing vehicle.

For clients with both standard one year and multiyear leased vehicles Express Replacement vehicles must be ordered for their intended use (one year or multiyear). In all cases if the express replacement is not put in service the client has no obligation for lease payments for such vehicles. One year lease Express Replacement can not be converted to multiyear without substantial costs incurred up front. Multi-year Express Replacement can be converted to one year usage.

UFS Lease Requirements:

All clients must:

- Provide Certificate of Insurance on all leased/rented vehicles.
- Pass credit check by bank and insurers.
- Execute lease contracts as provided and required.

For any clients leasing vehicles they must be registered in the name of the client. Monthly rentals do not require registration but have not been proposed above.

5 Year Lease versus Buy - '21 F150

Calculations:		
Total Five Year Cost:	Lease	Buy
Payments	\$ 27,500.00	\$54,037.80
Maintance & Repairs	\$ 1,150.00	\$ 11,801.00
Total:	\$ 28,650.00	\$ 65,838.80

▼ Annual Breakdown:	▼ Annual Breakdown:					
Year 1						
Payments:	\$ 5,500.00	\$ 10,185.36				
Maintenance:	\$ 230.00	\$ 439.00				
Repairs & Tires:	\$ - \$ 5,730.00	\$ -				
Total	\$ 5,730.00	\$ 10,624.36				
Year 2						
Payments:	\$ 5,500.00	\$ 10,185.36				
Maintenance:	\$ 230.00	\$ 1,439.00				
Repairs & Tires:	\$ -	\$ 1,597.00				
Total	\$ 5,730.00	\$ 13,221.36				
Year 3						
Payments:	\$ 5,500.00	\$ 10,185.36				
Maintenance:	\$ 230.00 \$ - \$ 5,730.00	\$ 1,698.00				
Repairs & Tires:	\$ -	\$ 406.00				
Total	\$ 5,730.00	\$ 12,289.36				
Year 4						
Payments:	\$ 5,500.00	\$ 10,185.36				
Maintenance:	\$ 230.00	\$ 1,439.00				
Repairs & Tires:	\$ 5,500.00 \$ 230.00 \$ - \$ 5,730.00	\$ 1,672.00				
Total	\$ 5,730.00	\$ 13,296.36				
Year 5						
Payments:	\$ 5,500.00	\$ 10,185.36				
Maintenance:	\$ 230.00	\$ 1,789.00				
Repairs & Tires:	\$ -	\$ 1,322.00				
Total	\$ 5,730.00	\$ 13,296.36				
Residual Equity Value*:	\$0	\$ 20,200.25				
Net Cost:	\$ 28,650.00	\$ 42,527.55				

Specifics:	
Vehicle:	2021 F150 Lariat
MSRP:	\$56,395.00
Total Cost:	\$47,530.00
APR:	2.75%
Years:	5
Miles:	15,000
Tire Life:	20,000
Fuel Cost:	3.75

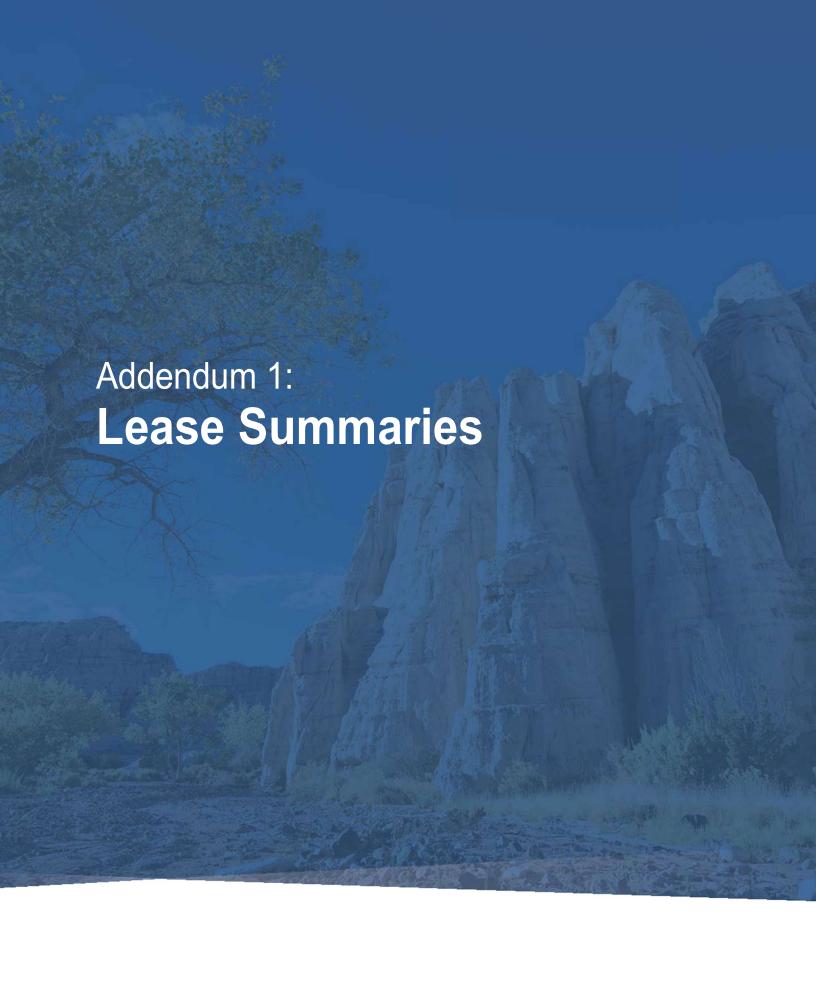
* Repair and Maintenance costs from Edmunds

Annual Cash Flow Expense		
Lease	\$	5,730.00
Buy	\$	13,167.76

Annualized Cost with Residual		
Lease	\$	5,730.00
Buy	\$	8,505.51



^{*} Residual value at year five assuming loan paid in full.



SUMMARY OF VEHICLE LEASE AGREEMENT (CURRENT)

	n fully executed by the parties (the "Effective	MENT (the " <u>Agreement</u> ") is entered into on ve <u>Date</u> "), between, a LC, a Utah limited liability company (the	
desires to lease to	, Client desires to amend their Master Leas Client the following vehicle(s) outlined in S	e Agreement with Company and Company Schedule A included in this Agreement. In ester Lease Agreement, the parties hereto	
	SUMMARY OF TERM	1S	
	<u>se</u> . In consideration of the payments to be ed Master Lease Agreement previously sig	made by Client to Company as set forth in ned by Client.	
2. <u>Liability; Risk of Loss</u> . Client shall purchase insurance for the Vehicle which must include the following coverages: (i) Comprehensive fire and theft coverage and collision coverage, each for actual cash value of the vehicle and with a maximum deductible of \$1,000; and (ii) Liability insurance for at least \$1,000,000 Combined Single Limit. Client shall list the Company as the "Loss Payee" for the coverages "ii" above and as "Additional Insured" for coverages "ii".			
repair any such da		damage to the Vehicle and shall promptly tain per OEM specifications and intervals. t start of lease, less normal wear and tear.	
4. <u>Settlement</u> . Client shall be responsible to pay Company any shortfall between the Settlement Amount and the net proceeds received by Company from the sale of such Vehicle(s) as outlined more fully in Section 2, subparagraph "e ii".			
	cellaneous. Client is responsible to tag and ated compliance and regulatory requiremen	register the vehicle in Client's name and is its in their jurisdiction.	
WHEAREA first written above.	S, the parties hereby sign and agree to thi	s Vehicle Lease Agreement as of the date	
LES	SSOR:	LESSEE:	
By:		<i></i>	



South Ogden City Buyout Option

Customer Name: South Ogden City	Customer Contact:
	Name: Garth Hadfield
	Email:ghadfield@southogdencity.gov
	Phone:801-940-1839

Unified Fleet Services (UFS) agrees to buyout the below vehicles from the current lien holder in order to allow time to fill replacement orders. There are currently F150s on the ground to replace each vehicle, Super Duties will arrive at the end of the year, and current vehicles can stay in place until desired replacement, with the exception of the red highlighted vehicle. It could be turned in directly to previous owner, as it was very poorly purchased.

Vehicles Schedule

Year	Make	Model	VIN	New Annual Lease Charge	Past Annual Lease Charge	Settlement Value
2020	Ford	F150	1FTEW1E41LKF04653	\$5 , 500	\$5,000	\$44,478.00
2020	Ford	F150	1FTEW1E49LKF04691	\$5 , 500	\$5 , 000	\$43,978.00
2021	Ford	Explorer	1FM5K8GC3MGA05345	\$7 , 000	\$6,000	\$53,894.00
2020	Ford	F350	1FT8W3BT8LEE85456	\$5 , 500	\$4,500	\$60,535.00
2020	Ford	F350	1FT8W3BT5LEE37428	\$5 , 500	\$4,500	\$60,835.00
2020	Ford	F350	1FT8W3BTXLEE85457	\$5 , 500	\$4,500	\$60,835.00
2020	Ford	Explorer	1FMSK8FH7LGC81090	\$7 , 000	\$6,000	\$49,935.00
2021	Ford	Explorer	1FMSK8DH1MGA33437	\$7 , 000	\$6,000	\$39,813.00
2020	Ford	F150	1FTFW1E45LKF39166	\$5 , 500	\$5 , 000	\$46,937.00
2021	Ford	Explorer	1FM5K8GC7MGA16101	\$7 , 000	\$6 , 000	\$54,795.00

Unified's obligation to lease the Vehicles to Customer is subject to the following conditions:

- Customer has 60 days from the date of this Purchase Order to enter to a Master License Agreement which must be approved and signed by authorized fleet manager/City Council.
- Customer agrees to exert reasonable best efforts to execute any additional documents required by UFS' lending partners within 60 days of receipt.
- Customer's lease payment received by Unified.
- Updated Certificate of Insurance (see attached).
- Customer's acknowledgement of Settlement Provisions in the Master Lease Agreement (attached)

IN WITNESS WHEREOF, the parties have executed this Purchase Order through their authorized representatives.

CUSTOMER	UNIFIED FLEET SERVICES, LLC
By:	By:
Maria	
Name:	Name:
Title:	
IICIE:	Title:



MASTER LEASE AGREEMENT

This Master Lease Agreement ("**Agreement**") is entered into effective as of the date it is fully executed ("**Effective Date**"), by and between Unified Fleet Services, LLC ("**LESSOR**") and the following "**LESSEE**":

Name:	
Address:	

- **1. Lease.** LESSOR leases to LESSEE all vehicles (including all replacement vehicles) ("**Vehicles**") described in each and every Schedule or Purchase Order entered into between the parties ("**Schedule**"). Each Schedule incorporates and is governed by the terms of this Agreement.
- 2. Nature of Lease; Lease Period; Condition and Return of Vehicles.
- a. <u>Nature of Agreement</u>. This is a contract for leasing Vehicles. LESSEE shall not sublet or assign a Vehicle or LESSEE'S interest in a Vehicle or this Agreement to any other party. LESSEE acknowledges that each Vehicle is the property of LESSOR and is in good condition both physically and mechanically as of the start of the Lease Period. Lessor agrees that each Vehicle will be delivered in good condition both physically and mechanically as of the start of the Lease Period. LESSOR acknowledges that this Agreement constitutes a qualified motor vehicle operating agreement with respect to Section 7701(h) of the Internal Revenue Code, and that LESSEE has no equity or other ownership rights in the Vehicles.
- b. <u>Lease Period</u>. The Lease Period shall commence upon the delivery to LESSEE of the Vehicles and shall continue until the Termination Date specified in each Schedule ("**Lease Period**") unless terminated earlier as permitted in this Agreement.
- c. <u>Delivery and Return of Vehicle</u>. Each Vehicle is to be picked up at the location of the LESSOR rental office noted in this Agreement, unless otherwise arranged by the parties. If LESSEE requests delivery of a Vehicle and does not accept the delivery at the agreed upon date, time and location, LESSEE will be responsible for all costs incurred by LESSOR in delivering and returning the Vehicle to LESSOR's leasing office. LESSEE will return each Vehicle in the same condition as when it was received, except for ordinary wear and tear. Each Vehicle is to be returned to the location where it was picked up or delivered, unless otherwise arranged by the parties and is due back at the end of the Lease Period, or sooner upon demand by LESSOR. If a Vehicle is dropped off at a location other than the LESSOR leasing office, and an employee or agent of LESSOR is unable to take possession of the Vehicle at the time of drop-off, LESSEE will be responsible for all loss or damage to the Vehicle discovered upon inspection when LESSOR (or its agent) takes possession of the Vehicle -- regardless of when such loss or damage occurred.
- d. <u>Condition and Maintenance of Vehicle</u>. LESSEE agrees to maintain each Vehicle according to the manufacturer's recommended service for items, such as oil changes. LESSEE further acknowledges that the owner's manual with the manufacturer's maintenance recommendations was with each Vehicle at the beginning of the Lease Period. LESSEE agrees to maintain and provide to LESSOR all records pertaining to repairs and maintenance that occur while a vehicle is in the LESSEE's possession and also agrees to obtain LESSOR's prior written consent for all repairs or maintenance in excess of \$3,000. In addition, LESSEE agrees to keep each Vehicle in good operation condition and

physical appearance while in their possession. LESSOR reserves the right to physically inspect or have a contracted party of LESSOR physically inspect the vehicle at any time during the duration of the Lease Period. If any Vehicle is unsatisfactory for any reason and still under the manufacturer's warranty, LESSEE shall make any claim against the manufacturer of the Vehicle, and all amounts are due and payable under the Schedule for such vehicles. If the vehicle is unsatisfactory for any reason and the vehicle is not under warranty, then the LESSEE shall make claims against the LESSOR.

- e. <u>Purchase or Surrender of Vehicle</u>. At the end of the Lease Period, LESSEE shall do one of the following: (i) purchase the Vehicles, or (ii) surrender the Vehicles to LESSOR if scheduled as a "Net closed-end Lease."
 - i. <u>Purchase of Vehicle</u>. If LESSEE elects to purchase a Vehicle, LESSEE shall pay LESSOR the Settlement Amount as defined in each Schedule.
 - ii. <u>Surrender of Vehicle</u>. If LESSEE elects to surrender a Vehicle to LESSOR, LESSEE shall be responsible to pay LESSOR any shortfall between the Settlement Amount and the net proceeds received by LESSOR from the sale of such Vehicle. Any fees to repair and recondition Vehicle, transport expenses, and fees to sell the Vehicle will be added to the Settlement Amount as indicated on the Schedule. Such costs shall be paid no later than seven (7) days after notification of such deficiency. LESSOR shall use its best efforts to avoid any shortfall by contacting not less than three (3) dealers before declaring a shortfall. Shortfall less than one thousand five hundred dollars (\$1,500) will be the responsibility of LESSOR only.

In the event any Vehicle is held by LESEE beyond the scheduled Lease Period, LESSEE shall continue to pay the lease payment to Lessor. Lease payments may be increased to a maximum cap of 150% of current lease rates specified on the applicable Schedule. In the event LESSEE retains any Vehicle for more than ninety (90) days beyond the Lease Period, lease cap of 150% does not apply. This will occur regardless of whether LESSOR has notified LESSEE of the lease termination. LESSOR is not obligated to permit LESSEE to retain any Vehicle listed on any Schedule beyond its specified Lease Period. LESSOR may also elect to designate that certain Vehicles covered in this Agreement shall be returned to LESSOR exclusively at LESSOR'S option. LESSEE shall be ultimately responsible to pay LESSOR the Settlement Amount regardless of how the Vehicle is disposed of at the lease termination.

- f. <u>No Warranty</u>. To the fullest extent permitted by law, LESSOR makes no warranties, express, implied or apparent, regarding the Vehicles, no warranty of merchantability, and no warranty that a Vehicle is fit for a particular purpose.
- g. <u>Compliance with Commercial Vehicle Regulations</u>. LESSEE agrees to monitor applicability of the Federal Motor Carrier Safety Administration ("**FMSCA**") regulations and similar state motor carrier safety laws and notify LESSOR in writing if those laws apply to use of the Vehicles.
- h. <u>Vehicle Loading</u>. LESSEE agrees not to load, tow or transport any weight which exceeds the Vehicle's maximum capacity at any time.
- **3. Payment.** LESSEE shall make payments annually, in advance, to LESSOR in the amounts and by the dates as set forth in the Schedules. If any payment due under a Schedule is not paid within ten (10) days after the due date thereof, LESSEE shall pay to LESSOR a late charge on such overdue payment at a rate equal to ten percent (10%) of the outstanding amount due. If any amount remains

unpaid more than thirty (30) days after the due date, LESSEE shall pay to LESSOR a late fee on such overdue payment and late charge in the amount of ten percent (10 %) per annum until paid in full.

4. Damage to Vehicle. Regardless of fault, LESSEE is responsible for all damage to or loss or theft of the Vehicles during the Lease Period resulting from any cause, including, without limitation, damage caused by collisions, weather, vandalism, road conditions and acts of nature. Subject to applicable law, LESSEE's responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if LESSOR determines that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if LESSOR determines that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which shall be measured by multiplying the Daily Rental Rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which LESSEE agrees represents a reasonable estimate of Loss of Use damages and not a penalty. The estimated number of days of Loss of Use shall be calculated as follows (assuming that all Loss of Use begins on a Monday and that 1 repair day is equal to 4 labor hours): the total number of labor hours in the repair estimate divided by 4 hours to determine the number of repair days, plus 2 weekend days for every 5 repair days, plus 3 administrative days to obtain a repair estimate, deliver and retrieve the Vehicle for repairs. Loss of Use shall be payable regardless of whether LESSOR had other vehicles in LESSOR'S fleet to rent, the Vehicle would have been used but for the damage, or LESSOR suffered lost profits as a result of the damage; (c) an administrative fee in an amount up to 25% of total damages, or as otherwise permitted under applicable law; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with LESSOR's enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced.

LESSEE shall notify LESSOR in writing within seven (7) days of the occurrence of an event involving any Vehicle that results in damage which in any manner may adversely impact the ultimate resale value of same. This shall include damage that may be considered "frame" damage. Estimates for repairs to frame or Vehicle substructure shall be provided to Lessor by Lessee as received. LESSOR may require LESSEE to payoff a Vehicle in full if damaged in such a manner. All repairs which exceed a cost of \$3,000 shall be disclosed to LESSOR by LESSEE within seven (7) days. LESSOR may require payoff of any Vehicle which is deemed in LESSOR'S sole discretion to have become significantly and/or adversely affected by damage sustained. LESSOR may also, at the sole discretion of LESSOR, permit a new lease to be written for any Vehicle affected by this provision allowing for a full payout of same over a term that LESSOR shall stipulate.

5. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement ("Prohibited Use"). The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of drugs or alcohol; (c) by anyone who obtained the Vehicle or extended the rental by providing LESSOR false, fraudulent or misleading information; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (e) to carry persons or property for hire; (f) to push or tow anything that does not comply with the manufacturer's recommendations for a Vehicle; (g) in any race, speed test or contest; (h) to teach anyone to drive; (i) to transport asbestos or radioactive materials, hazardous waste or other materials or substances that are subject to regulation by the FMSCA regulations or similar state law without our prior written permission and addendum; (j) to transport gases, explosives, or liquids of any kind; (k) outside the United States; (l) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without

approved child restraint systems as required by law; (n) when the odometer has been tampered with or disconnected; (o) when it is reasonable for you to know that further operation would damage the Vehicle; (p) with inadequately secured cargo; (q) if applicable, by anyone who lacks experience operating a manual transmission; (r) in connection with a willful, wanton or reckless act; (s) by anyone driving or operating the Vehicle while using a hand-held wireless communication device (or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages) while not in a hands-free mode; (t) in violation of the LESSEE's policies and procedures; (u) by anyone who fails to remove keys and lock all doors and close all windows before leaving Vehicle; or (v) by anyone who smokes, vapes, or uses tobacco products in the Vehicle. PROHIBITED USE OF THE VEHICLE IS A MATERIAL BREACH OF THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY LAW).

- **6. Indemnity**. To the extent permitted by law, LESSEE shall be responsible and shall indemnify, defend and hold harmless LESSOR, its parent and affiliates, and their respective members, officers, directors, shareholders, employees, agents or insurer of, from and against all demands, claims, causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, arising out of or related to the leasing, possession, use, operation or return of a Vehicle by LESSEE or any other person during the terms of this Agreement, including, without limitation, any accident in which a Vehicle may be involved, or on account of any personal injury, death or damage to person or property occasioned by the possession, use or operation of a Vehicle during the Lease Period, and/or any litigation commenced by or against LESSOR or to which LESSOR is made party during the term of this Agreement. LESSEE shall in no way act as agent of LESSOR in authorizing or allowing repair to a Vehicle without written consent of LESSOR. LESSEE agrees to pay all unauthorized charges in connection with any liens or repairs.
- 7. **Insurance**. On or before the start of the Lease Period, and until the LESSEE returns all Vehicles to LESSOR at the conclusion of this Agreement, LESSEE, at LESSEE's sole cost and expense, shall procure and continue in force insurance with respect to cover the Vehicles. LESSEE is required to cover both property damage and bodily injury to any person of at least \$1,000,000 combined single limits on primary auto, including UM/UIM (minimum \$50,000) and deductibles not to exceed \$5,000 with \$1,000,000 umbrella limits. Vehicles may not be driven or otherwise used in Mexico, and LESSEE agrees to get prior written permission from LESSOR to drive or use a Vehicle in Canada upon which LESSEE will provide proof or coverage subject to legal and authorized travel into Canada. LESSEE agrees to be responsible and insure Vehicles for collision, fire, theft, and comprehensive coverage in the amount equal to the value of the vehicle as if it were to be purchased new, with a maximum deductible acceptable by LESSOR. LESSEE agrees while in possession of each Vehicle in accordance with this Agreement and until the Vehicle is returned to LESSOR to list LESSOR, any successor of LESSOR or Assignee (as defined in Section 16) as "Loss Payee" & "Additionally Insured." LESSOR shall be provided a certificate of insurance stating such at or before the beginning of this Agreement. Provided, however that nothing in connection with the insurance provided for above shall limit in any way the liability of the LESSEE under this Agreement. Such insurance shall be written as a primary policy, not contributing with and not in excess of the coverage which LESSOR may carry. LESSEE further agrees to notify LESSOR or its successor and/or an Assignee within ten (10) days of any changes to the policy for the rented vehicle. LESSOR is not responsible or liable for loss of or damage to personal property left, stored, loaded or transported by the LESSEE or any other person in or upon the rental vehicle. LESSEE is not allowed or authorized to sublet the vehicle to any other party.
- **8. Personal Property**. LESSOR is not responsible or liable for loss of or damage to personal property left, stored, loaded or transported by the LESSEE or any other person in or upon a Vehicle. LESSEE releases LESSOR, its agents, and its employees from all claims for loss of or damage to

personal property that was left with LESSOR or carried in a Vehicle. If LESSEE fails to claim property left in a Vehicle for more than 30 days, LESSOR may dispose of that property in a manner that LESSOR chooses.

- **9.** Charges. LESSEE will pay LESSOR: (a) all expenses LESSOR incurs recovering a Vehicle if it is not returned to the agreed-upon location on the date and time promised; (b) a reasonable fee not to exceed \$350 to clean a Vehicle if it is returned substantially less clean than when rented; (c) a mileage charge based on LESSOR's experience if the odometer is tampered with; (d) all charges resulting from damage to the Vehicle as further described in Paragraph 4; and (e) towing, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs LESSOR incurs resulting from LESSEE's use of a Vehicle during the Lease Period.
- **10. Deposit**. LESSOR, at its option if LESSEE fails a credit check, may require a deposit to be secured by credit card, and LESSEE agrees to permits LESSOR to reserve against LESSEE's payment card or take a deposit at the time of rental a reasonable amount in addition to the estimated total charges. LESSOR may use the reserve or deposit to pay all charges described above in Paragraph 9. LESSOR will authorize the release of any excess reserve or set aside upon the completion of the lease, and LESSEE's payment card issuer's rules will apply to the credit of the excess to LESSEE's account and may not be immediately released by LESSEE's card issuer.
- 11. Responsibility for Tolls, Traffic Violations, and Other Charges. LESSEE is responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against LESSEE, LESSOR, or a Vehicle during the Lease Period. If LESSOR is notified by charging authorities that LESSOR may be responsible for payment of a Toll or Violation, LESSEE will pay LESSOR or a processing firm ("Processor") of LESSOR'S choosing an administrative fee of up to \$50 for each such notification. LESSEE authorizes LESSOR to release LESSEE's rental and payment card information to a Processor for processing and billing purposes. If LESSOR or the Processor pays a Toll or Violation, LESSEE authorizes LESSOR or the Processor to charge all such payments, service fees and administrative fees to the payment card LESSEE used in connection with this rental.

12. Telematics.

a. <u>LESSOR Use of Telematics System</u>. LESSEE acknowledges that Vehicles may be equipped with a telematics system, global positioning satellite ("**GPS**") technology, an electronic locator device, and/or an event data recorder (collectively "**Telematics System**"). Use of the Vehicle may be remotely monitored by LESSOR or on LESSOR'S behalf through a Telematics System to the extent permitted by law. Remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that LESSOR may deem necessary or desirable. LESSEE acknowledges that these systems may use cellular telephone, wireless technology, or radio signals to transmit data, and therefore LESSEE and any person driving or riding in the Vehicle should have no expectation of privacy related to the use of the Vehicles. LESSEE shall inform any and all drivers and passengers of the Vehicle of the terms of this paragraph. We are not responsible for the operability of any Telematics System included with the Vehicle. To the extent permitted by law, LESSEE agrees to release and indemnify, defend and hold us, the operator of the Telematics System, wireless carriers, and other suppliers of components or services harmless from any damage to persons or property caused by failure of a Telematics System to operate properly, or otherwise arising from the use of the Telematics System.

- b. <u>LESSEE Use of Telematics System</u>. If a Vehicle has active Telematics System equipment, LESSEE understands that use of the Vehicle is subject to the third-party Telematics System operator's terms and conditions, which may include system and service limitations, warranty exclusions, limitations of liability, and privacy practices relating to the collection, use, and sharing of information about LESSEE and the Vehicle. If the Vehicle does not have an active Telematics System, LESSEE agrees not to activate it. If LESSEE or any other person activates a service in violation of this Agreement, LESSEE will be responsible for all subscription fees.
- c. <u>Connected Vehicles</u>. LESSOR reserves the right to use the Vehicle Telematics System in connection with an Authorized Driver's smart phone or other device to process the lease, including the start and end time, fuel levels, and mileage (to the extent permitted by law).
- 13. Repossession of the Vehicle. As authorized by applicable law, a breach of this Agreement and/or Prohibited Use may result in a decision by LESSOR to repossess the Vehicle. If a Vehicle is not returned when due under this Agreement, there is a Prohibited Use or other breach of this Agreement, LESSEE authorizes LESSOR to report that Vehicle as stolen to law enforcement authorities, for the issuance of warrants for the arrest of the LESSEE and/or any driver of the Vehicle unless LESSEE takes prompt action to return vehicles and complies with any remedies outlined under this agreement. LESSEE agrees that the action taken, in the judgment of LESSOR is privileged and not actionable at law. If a Vehicle is stored or parked illegally, or appears abandoned; or Charges are not paid as required by this Agreement, LESSEE authorizes LESSOR to repossess the Vehicle with or without notice and the LESSEE will be charged for all costs associated with the repossession. LESSEE agrees that the action taken, in the judgment of LESSOR is privileged and not actionable at law.
- **14. Independent Contractor**. Neither this Agreement nor the use or operation of any Vehicle of LESSOR constitutes the creation of any agency, employment, joint employment, or other legal relationship for which LESSOR may be vicariously responsible for this lease and/or use of the Vehicles by the LESSEE or any driver at any time. The LESSEE, all Authorized Drivers and any other driver are independent contractors as a matter of law.
- Miscellaneous. No term of this Agreement can be waived or modified except by a writing that 15. LESSOR has signed or on a form that LESSOR provides. This Agreement and the Schedules hereto constitutes the entire agreement between LESSEE and LESSOR. All prior representations and agreements between LESSEE and LESSOR regarding the use of a Vehicle are void. A waiver by LESSOR of a breach of this Agreement is not a waiver of an additional breach or waiver of the performance of LESSEE's obligations under this Agreement. LESSOR's acceptance of payment from LESSEE or LESSOR's failure, refusal or neglect to exercise LESSOR's rights under this Agreement does not constitute a waiver of another provision of this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW. LESSEE RELEASES LESSOR FROM ALL LIABILITY **FOR** CONSEQUENTIAL. SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH TRANSACTION OR THE RESERVATION OF A VEHICLE. If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.
- **16. Assignment**. Without notice to LESSEE, LESSOR may assign or sale its interest in, grant a security interest in, or otherwise transfer, in whole or in part to any person or entity, this Agreement, one or more Schedules, any or all of the Vehicles or any of its rights, interests, or obligations with respect thereto, including, without limitation, all payments and other sums due or to become due under the Schedule to one or more persons or entities ("**Assignee**"). Upon notice of the assignment, LESSEE shall make all payments to the Assignee. LESSEE acknowledges that any such assignment or transfer by LESSOR will not materially impair LESSEE'S prospect of obtaining return performance by LESSOR, materially change LESSEE'S duties or obligations under this Agreement or any affected Schedule, nor

materially increase the burdens or risks imposed on LESSEE, and LESSEE further agrees that any such assignment or transfer shall be permitted even if the same could be deemed to materially affect the interests of LESSEE. LESSEE SHALL NOT ASSERT AGAINST ANY ASSIGNEE ANY CLAIM, DEFENSE, COUNTERCLAIM OR SET-OFF THAT LESSEE MAY AT ANY TIME HAVE AGAINST LESSOR.

- authorized drivers listed by LESSOR on Schedule B of this Agreement; and (c) if the LESSEE is a business entity, Authorized Driver includes the LESSEE's employees who are permissible drivers on LESSEE's auto insurance policy, and who are listed on Schedule B as amended from time to time. Authorized Drivers are the only persons permitted to drive the Vehicle. Each Authorized Driver must be at least age 21 and possess a valid driver's license. LESSEE must notify LESSOR of any changes to the list of Authorized Drivers. "Loss of Use" means the loss of LESSOR's ability to use the Vehicle for any purpose due to damage to it or loss of it during this rental, including uses other than for rental, such as display for rent, display for sale, opportunity to sell, or transportation of employees. "Daily Rental Rate" means the daily time and mileage fee for the Vehicle. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement. "Charges" means the fees and charges that are incurred under this Agreement. "State-Specific Notices" means the additional notices and disclosures for certain states, which are set forth in Schedule B.
- **18. Certification**. LESSEE hereby certifies, under penalty of perjury as follows:
- a. LESSEE intends that more than fifty percent (50%) of the use of the Vehicles subject to this Agreement will be in the LESSEE'S trade or business, including the LESSEE'S normal operations as a municipality if LESSEE is a municipality; and
- b. LESSEE has been advised that LESSEE will not be treated as the owner of the Vehicles subject to this Agreement for Federal income tax purposes.
- 19. Provisional Security Agreement. This Agreement and all the Schedules are intended by the parties to be a "lease" as that word is used and defined under ______ law. Further, this Agreement and all the Schedules are intended by the parties to be a "true lease" and not a disguised sale. In the event that it is determined at any time in any legal proceeding that any Vehicle is not subject to a true lease and or that the ownership, or title to any, of the Vehicles is not held by and or in LESSOR, then LESSEE herewith grants to LESSOR a security interest in all the Vehicles subject to this Agreement and every Schedule (and any and all amendments thereto) and all proceeds thereof to secure the performance of all obligations of whatever kind or nature due by LESSEE to LESSOR under this Agreement and every Schedule. LESSEE also agrees to execute any and all documents including but not limited to all security agreements and financing statements, and to take whatever other actions are requested and or required by LESSOR to perfect and to continue LESSOR'S security interest in and to the Vehicles.
- **20. Termination.** This Agreement may be terminated by LESSEE for any reason or no reason at all with thirty days written notice to LESSOR. Any existing leased Vehicles will continue until maturity with all obligations of LESSOR and LESSEE and the terms of this Agreement continuing until all Vehicles have been returned to LESSOR and LESSOR confirms LESSEE has fulfilled its obligations under this Agreement.

- **21. Applicable Law.** The laws of the State of _______, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.
- **22. Term of Agreement.** The term of this Agreement shall be for one year from the Effective Date, but may be extended by written agreement by the Parties for an additional one year period. Payments made pursuant to this Agreement are subject to and contingent upon the continuing availability of funds for the purpose thereof, and this Agreement may be terminated if government funds are unavailable. Notwithstanding the foregoing, termination does not alleviate LESSEE's obligations to LESSOR under this Agreement for Vehicles previously leased to LESSEE which have not been returned and accepted by LESSOR.

By signing below, LESSEE agrees to all the terms and conditions of the Agreement.

LESSEE:	LESSOR: Unified Fleet Services, LLC
Ву	Ву
Name:	Name:
Title:	Title:
Address:	Address:
Email:	Email:
Municipal Tax ID #	

Schedule B State-Specific Disclosures

The following additional disclosures may apply to Vehicles that are delivered within the applicable state.

Arizona:

THE OWNER DOES NOT EXTEND ANY OF ITS MOTOR VEHICLE FINANCIAL RESPONSIBILITY OR PROVIDE PUBLIC LIABILITY INSURANCE COVERAGE TO THE LESSEE, AUTHORIZED DRIVERS OR ANY OTHER DRIVER.

LESSEE will be in violation of A.R.S. §13-1806 if a Vehicle is not returned within 72 hours of the date and time the Vehicle is due back. If LESSEE fails to return the Vehicle within 72 hours of the date and time due in, LESSEE may be found guilty of a Class 5 felony that could result in a fine of up to \$150,000 per charge and/or imprisonment of up to 7.5 years.

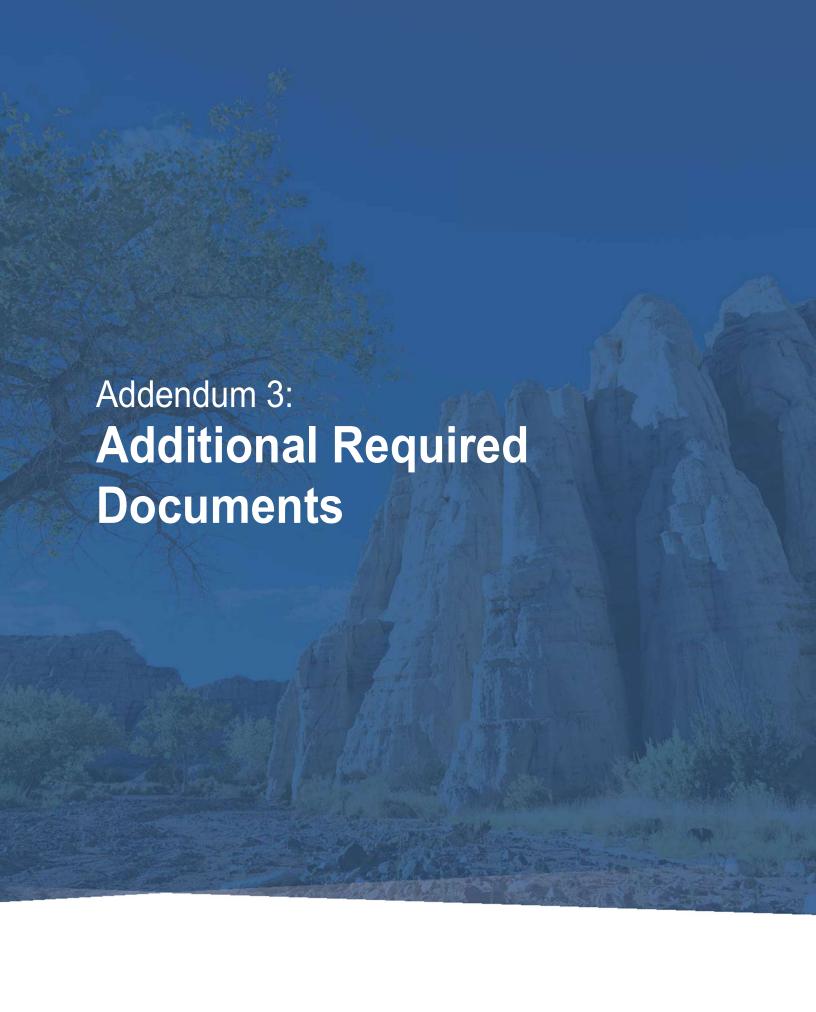
California

Failure to return a Vehicle within 72 hours after the date and time due-in may result in LESSOR reporting the Vehicle as stolen. LESSEE authorize LESSOR to contact you at the phone number and email listed elsewhere in this Agreement if a Vehicle is not returned on the date and time due in.

WARNING: Operating a motor vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, and assure adequate ventilation inside the car. For more information go to www.P65Warnings.ca.gov/passenger-vehicle

<u>Utah</u>

Notice: Failure to return the Vehicle within 72 hours of the expiration of the Lease Period may constitute a criminal offense under Utah law; which is a second-degree felony that is punishable by a fine of up to \$10,000 and/or imprisonment of up to 15 years.



LETTER OF AUTHORIZATION

(the "Municipality"), hereby authorizes UNIFIED FLEET SERVICES LLC, a Utah limited liability company ("Unified") to:

- 1. Negotiate and purchase the vehicles listed in Exhibit A ("**Vehicles**") attached hereto on behalf of the Municipality.
- 2. Execute, acknowledge and deliver on behalf of the Municipality, all documents that are necessary or proper to effect the purchase of the Vehicles.
- 3. Do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Municipality might or could do if personally present, with full power of substitution or revocation, shall lawfully do or cause to be done by virtue of this Letter of Authorization and the rights and powers granted herein.

Municipality confirms no inducement as been provided in exchange for transacting business. Municipality confirms such business transactions have been at their request and solicitation of Unified, its employees and managers.

The authority to grant this Letter of Authorization was approved by the Municipality.

The Municipality, through its agents, ratifies and confirms all actions that Unified and its agents may lawfully do or cause to be done by virtue of this instrument.

This Letter of Authorization, unless earlier revoked by the Municipality in a signed writing delivered to Unified, shall remain in effect until the date on which the transactions set out in the Letter of Authorization are consummated.

This Letter of Authorization must be notarized through apostille to be effective.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the und as of, 2021	dersigned has executed this Letter of Authorization
	(MUNICIPALITY)
	By: Its:
STATE OF UTAH COUNTY OF)) ss.:)
	acknowledged before me on June, 2021, by
[Seal]	
	Notary Public

AFFIDAVIT OF AUTHORITY

STATE OF: Utah

_____, 20____.

Notary Seal

COUNTY OF: Utah THE UNDERSIGNED AFFIANT, _____, being first duly sworn, deposes and says: My name is ______, and I reside at ______, a political subdivision of the 1. 2. State of Utah. I herewith certify that I have been duly authorized by _____, the aforesaid political subdivision, consistent with the applicable laws, rules, and regulations governing the granting of such authority to make, execute, and deliver the Master Lease Agreement, or a Schedule thereto, to Unified Fleet Services, LLC, as the valid, binding, and enforceable agreement and undertaking of the aforesaid political subdivision. I do further certify that Lessor shall have the power and authority to establish a deposit account with an Assignee (as such term is defined in the Master Lease Agreement) in the name of ______, obtain advances from the Assignee for the purpose of purchasing any Vehicle or equipment described in the Master Lease Agreement and to make such withdrawals of such advances from the deposit account to purchase such Vehicle or equipment. I do further certify that the following persons, whose sample signatures are provided below, are also authorized persons empowered and authorized by the applicable laws, rules, and regulations governing the granting of such authority to make, execute, and deliver the Master Lease Agreement, or a Schedule thereto, to Unified Fleet Services, LLC, as the valid, binding, and enforceable agreement and undertaking of the aforesaid political subdivision, to Office Signature Name FURTHER AFFIANT sayeth not. DATED this ____ day of _____, 20__. Name: SUBSCRIBED AND SWORN to before me, a Notary Public of the State of Utah, this day of

Notary Public