



MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: **December 07, 2021 City Council Meeting**

WORK SESSION

- **RAMP Grants.** Staff will provide an update on progress being made since the last RAMP discussion and seeking further direction from the council. Jon Andersen has gathered some pricing on playground equipment and I will provide an update on the Heritage Trail Project. I've included a copy of the flyer that staff made that is being used by the Sons of the Utah Pioneers to solicit letters of support and funding for the project. We will also confirm the council's desire to request \$10,000 for support of the 2022 South Ogden Days entertainment.
- **Skate Park Discussion.** Mayor Porter organized a meeting with a small committee to begin a project plan for a future skate park in the City. The committee reviewed possible locations and unanimously agreed that the best location would be to put the skate park here at 40th Street Park. In order to move forward with the project planning, the committee would like a decision from the council as to the desired location for the park. Once the committee knows where the council wants to put the park, the committee can then look at possible designs and other improvements needed to make the project happen at that location.

PRESENTATIONS

- **Bonneville High School Student Government Officers.** The student officers requested a few minutes to make a presentation to the council.
- **Recognition of South Ogden Leadership Academy Graduates.** Strategic Plan Initiative 2.3 states, "Improve development of our employees thru conducting a South Ogden Leadership Academy class." Mayor Porter will be recognizing this year's employee participants.

DISCUSSION/ACTION

- **Resolution 21-39 – Approving an Agreement with Project Engineering Consultants for environmental review of 40th Street/Chimes View Project.** In 2018 the City submitted an application for funding through the State's Surface Transportation Program (STP) for the rebuild of 40th Street and Chimes View between Riverdale Road and Washington Blvd. The original project

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O 801-622-2702

F 801-622-2713

3950 Adams Ave. Suite 1

South Ogden City, UT 84403

SouthOgdenCity.com

cost estimate was \$4.7M with the city's portion being approximately \$321,250. The scope of this project will be to rebuild the streets and replacing/upgrading the underground utilities. The project will not involve the need to acquire right-of-way. Some improvements will be made to add/improve sections of sidewalks as well as make safety improvements. The first phase of the project requires the City to complete an environmental study. This Resolution approves an agreement with PEC for the environmental study. The contract cost is for a not to exceed amount of \$44,680. This project cost is the City's responsibility and is not a part of the \$4.7M reconstruction project cost.

- ***Resolution 21-40 – Approving an Agreement with Compass Minerals for Road Salt.*** This contract is for the purchase and delivery of up to 2,000 tons Type C road salt. One requirement is that the vendor, Compass Minerals, is able to deliver requested salt to the City's Public Works yard within 48 hours. This City selected Compass Minerals based on the companies' state contract. The City has been very happy with the performance of Compass Minerals in year's past.
- ***Ordinance 21-13 – Setting the City Council Meeting Schedule for 2022.*** The state requires that the governing board adopt an annual meeting schedule. This ordinance continues the City's practice of holding the regular City Council meetings on the 1st and 3rd Tuesdays of each month beginning at 6 p.m.
- ***Discussion on canceling the December 21, 2021 regular council meeting.*** The last regular meeting of the year is scheduled for December 21, 2021. Staff has identified two small agenda items that require council action before December 31, 2021. Originally, we were expecting the December 21 meeting to be canceled due to the holiday and a lack of agenda items, however, we now have the need for one more meeting before the end of the year. The council will be discussing whether you want to meet on December 21 or to meeting on December 28.

SOUTH OGDEN CITY HERITAGE TRAIL

This Heritage Trail at Friendship Park will feature major monuments to highlight such groups as: Native Americans, Trappers, Explorers, Mormon Pioneers, etc.

Minor monuments or plaques will be featured between major monuments to highlight important individuals.

Lastly, aluminum QR codes will be placed on each monument. This will allow visitors the opportunity to access additional information about the group or individual being highlighted. This information can be modified and updated as needed.

Monument Example



Sons of the Utah Pioneers QR Code



South Ogden City
3950 Adams Ave. Suite 1
South Ogden City, UT 84403
Phone: 801-622-2702
E-mail: mdixon@southogdencity.gov



SOUTH OGDEN CITY HERITAGE TRAIL

In partnership with the Ogden Chapter of the Sons of the Utah Pioneers, South Ogden City is excited to develop a Heritage Trail at Friendship Park.





NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL WORK SESSION

TUESDAY, DECEMBER 7, 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, December 7, 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

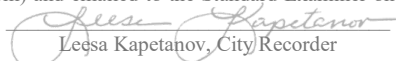
III. DISCUSSION ITEMS

- A. Discussion on RAMP Grants
- B. Discussion on Skate Park

IV. ADJOURN

Posted to the State of Utah Website December 3, 2021.

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on December 3, 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, DECEMBER 7, 2021

WORK SESSION – 5 PM

REGULAR COUNCIL MEETING - 6 PM

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CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

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

II. PRESENTATION

- A. Bonneville High School Student Government Officers
- B. Acknowledgement of SOLA Graduates

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

IV. RESPONSE TO PUBLIC COMMENT

V. CONSENT AGENDA

- A. Approval of November 16, 2021 Council Minutes
- B. Set Date for Public Hearing (January 4, 2022 at 6 pm or as soon as the agenda permits)
To Receive and Consider Comments on Possible Community Development Block Grant Projects

VI. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 21-39** – Approving an Agreement With Project Engineering Consultants for Environmental Review of 40th Street/Chimes View Project
- B. Consideration of **Resolution 21-40** – Approving an Agreement With Compass Minerals for Road Salt
- C. Consideration of **Ordinance 21-13** – Setting the City Council Meeting Schedule for 2022
- D. Discussion on Canceling December 21, 2021 City Council Meeting


VII. REPORTS/DIRECTION TO CITY MANAGER

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

VIII. ADJOURN

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

TUESDAY, NOVEMBER 16, 2021

WORK SESSION – 5 PM IN COUNCIL ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

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

https://www.southogdencity.com/document_center/Sound%20Files/2021/CC211116_1759.mp3

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

I. CALL TO ORDER

- Mayor Porter called the work session to order at 5:02 pm. He stated some Council Members (Orr and Strate) were not yet present but on their way. The mayor then called for a motion to open the meeting. 00:00:14

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

II. REVIEW OF AGENDA

- No one requested a review of agenda items

III. DISCUSSION ITEMS

- A. Update on Economic Development Strategy from Zion's Bank
 - Staff overview 00:00:51

- Note: Council Members Orr and Strate joined the meeting during the staff overview
- Update by Susie Becker 00:04:10 Ms. Becker used a visual presentation as part of her update. See Attachment A.
- Council Discussion 00:40:29

B. Wasatch Choice Vision Workshop Recap

- Staff overview 00:56:02

IV. ADJOURN

- Mayor Porter called for a motion to adjourn the work session
00:58:40

Council Member Strate so moved, followed by a second from Council Member Howard. All present voted aye.

The work session ended at 6:01 pm.

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

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

OTHERS PRESENT

Loralee Gacioch, Bruce & Joyce Hartman, J. Michal Scott, Lenette Girres, Elise & Brian Fortin, Janae Rock

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

https://www.southogdencity.com/document_center/Sound%20Files/2021/CC211116_1903.mp3

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

I. OPENING CEREMONY

A. Call To Order

- At 6:06 pm, Mayor Porter called the meeting to order and entertained a motion to begin
00:00:09

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

B. Prayer/Moment of Silence

The mayor led those present in a moment of silence.

C. Pledge Of Allegiance

- Council Member Orr led everyone in the Pledge of Allegiance.

98 **II. PUBLIC COMMENTS**

- There were no comments from those present in the room. The mayor also stated the online streaming was not working, so no one was able to comment online.

103 **III. RESPONSE TO PUBLIC COMMENT**

- Not applicable at this time

107 **IV. PRESENTATION**

108 Bonneville Communities That Care

- Ms. Lorelee Gacioch gave an award to the City for its participation in the Communities That Care Program 00:01:22

113 **V. AWARD OF OGDEN-WEBER TECHNICAL COLLEGE SCHOLARSHIP**

114 Mayor Porter awarded the Ogden-Weber Technical College Scholarship to Lenette Girres
115 00:03:47

118 **V. CONSENT AGENDA**

119 **A. Approval of October 19, 2021 Council Minutes**

- The mayor read the consent agenda and asked if there were any comments; Council Member Stewart pointed out some corrections in the minutes. Mayor Porter then called for a motion to approve the consent agenda with the corrections.

123 00:06:30

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

130 **VI. DISCUSSION / ACTION ITEMS**

131 **A. Consideration of Resolution 21-34 – Canvassing the South Ogden City 2021 General Election**

- Staff overview 00:07:40
- Comments by Council 00:12:35
- Motion 00:13:38

136 **Council Member Strate moved to approve Resolution 21-34, canvassing the 2021 election.**
137 **Council Member Orr seconded the motion. After determining there was no more**
138 **discussion, the mayor called the vote:**

140 **Council Member Orr- Yes**

141 Council Member Strate- Yes
142 Council Member Stewart- Yes
143 Council Member Howard- Yes
144 Council Member Smyth- Yes
145

146 Resolution 21-34 was adopted.
147

148 The mayor announced they would move to item E. next. There was no opposition from any
149 member of the Council.
150

- 151 E. Consideration of Resolution 21-38 - Approving a Lease Agreement with Unified Fleet Services
152 • Staff overview 00:14:13
153 • Discussion 00:18:45
154 • Motion 00:21:27
155

156 Council Member Howard moved to approve Resolution 21-38, a lease agreement with
157 Unified Fleet Services. The motion was seconded by Council Member Strate. There was
158 no discussion on the motion. The mayor made a roll call vote:
159

160 Council Member Smyth- Yes
161 Council Member Howard- Yes
162 Council Member Strate- Yes
163 Council Member Orr- Yes
164 Council Member Stewart- Yes
165

166 Resolution 21-38 passed.
167
168

- 169 B. Consideration of Resolution 21-35 – Approving an Agreement with Municode for Self-
170 Codification Services
171 • Staff overview 00:21:52
172 • Discussion 00:24:17
173 • Motion 00:27:35
174

175 Council Member Strate moved to adopt Resolution 21-35, followed by a second from
176 Council Member Smyth. Seeing no further discussion, the mayor called the vote:
177

178 Council Member Stewart- Yes
179 Council Member Orr- Yes
180 Council Member Strate- Yes
181 Council Member Howard- Yes
182 Council Member Smyth- Yes
183

184 The agreement with Municode was approved.

- The mayor announced the on-line streaming was now working and he would open up a 10-minute public comment period for those online

C. Consideration of Resolution 21-36 – Approving a Betterment Agreement with UDOT for Powder Coating of Street Lights

- Staff overview 00:28:19
- Discussion 00:29:32
- Motion 00:34:58

Council Member Strate moved to adopt Resolution 21-36. Council Member Howard seconded the motion. Mayor Porter asked if there were any comments; there was no response so he called the vote:

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

The motion stood.

D. Consideration of Resolution 21-37 – Approving an Agreement with AAA Excavation for Oak Street Waterline Project

- Staff overview 00:35:15
- Discussion 00:37:08
- Motion 00:39:24

Council Member Smyth moved to approve Resolution 21-37. The motion was seconded by Council Member Strate. The mayor called for further discussion, and seeing none, he called the vote:

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

The resolution was adopted.

229 F. Discussion on Employee Compensation and Retention

- 230 • Staff overview 00:39:45
- 231 • Discussion/Questions 00:41:35
- 232 • Motion 01:03:30
- 233

234 Council Member Strate moved to accept staff's recommendations with a 2% COLA and

235 the holiday bonuses. He also stated that a discussion should be held at the next meeting

236 concerning the issues Council Member Howard had brought up concerning police

237 policies. City Manager Dixon asked if the motion included the step increases in Parks.

238 Council Member Strate said it did. Council Member Smyth seconded the motion. Mayor

239 Porter asked if there was further discussion. Council Members Orr and Stewart asked

240 questions about the 2% COLA and the 2-step increases in Parks. Staff answered their questions.

241 The mayor then called the vote:

242

243 Council Member Howard- Yes

244 Council Member Orr- Yes

245 Council Member Smyth- Yes

246 Council Member Stewart- Yes

247 Council Member Strate- Yes

248

249 The motion stood.

250

- 251 • City Manager Dixon clarified with the Council when the different benefits should be
- 252 implemented.
- 253
- 254
- 255

256 **III. REPORTS/DIRECTION TO CITY MANAGER**

257 A. City Council Members

- 258 • Council Member Smyth - 01:10:51
- 259 • Council Member Stewart - 01:11:09
- 260 • Council Member Howard - 01:11:42
- 261 • Council Member Orr - 01:12:12
- 262 • Council Member Strate - 01:14:55
- 263

264 B. City Manager 01:15:51

265 C. Mayor Porter 01:22:40

266

- 267 • As part of his report, Mayor Porter verified there had been no on-line public comment
- 268 01:24:53
- 269
- 270
- 271
- 272

273 **IX. ADJOURN**

- 274 • At 7:34 pm, the mayor called for a motion to adjourn city council meeting
275 01:27:53
276

277 **Council Member Orr so moved, followed by a second from Council Member Smyth. The voice**
278 **vote was unanimous in favor of the motion.**
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305 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council
306 Work Session and Council Meeting held Tuesday, November 16, 2021.
307

308 
309 Kapetanov, City Recorder
310

Leesa
Date Approved by the City Council

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ATTACHMENT A

Presentation by Susie Becker, Zions Bank



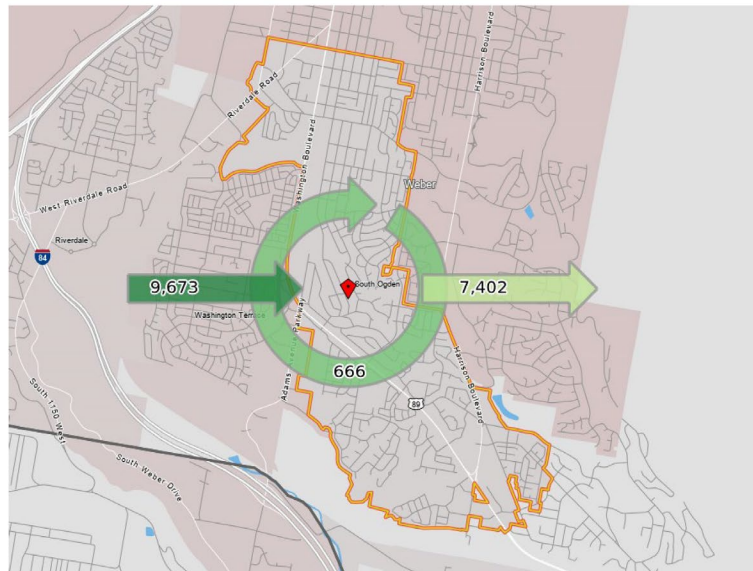
South Ogden Economic Data

November 16, 2021

ZIONS PUBLIC FINANCE, INC.

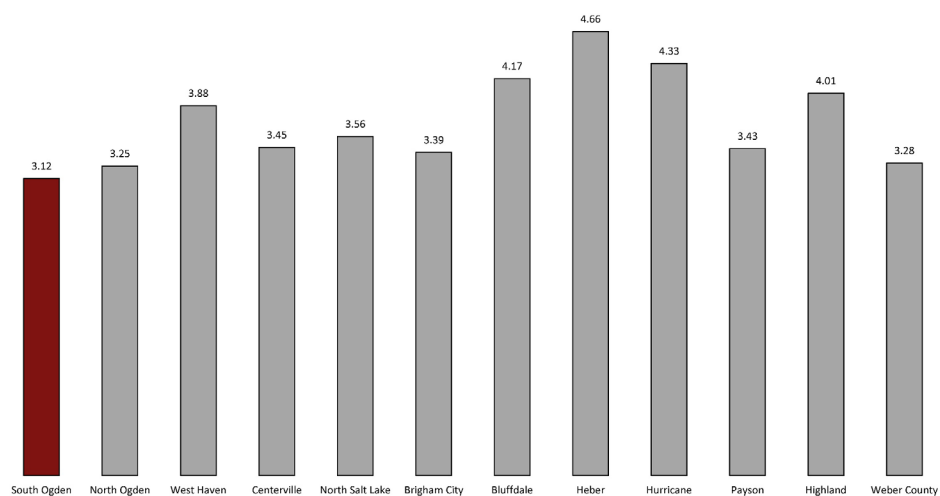
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EMPLOYMENT DATA



HOUSING AFFORDABILITY

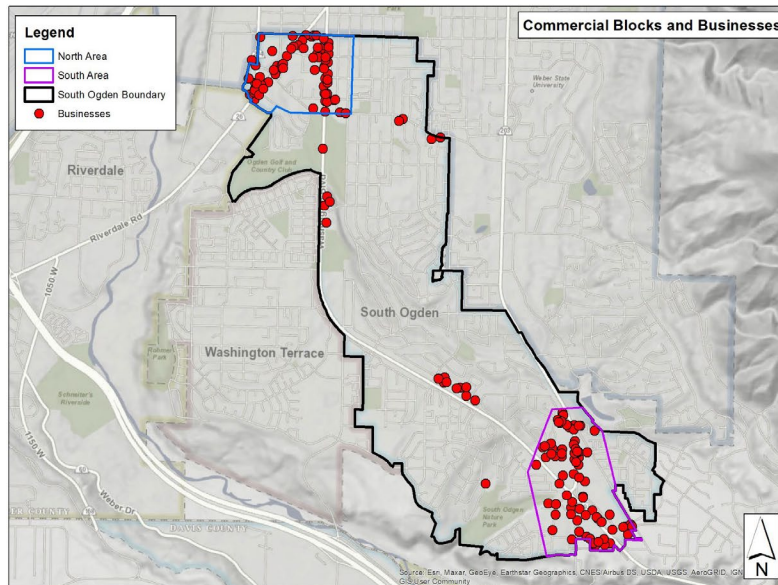
AFFORDABILITY INDEX



SALES LEAKAGE

| Category | 2020 Leakage | 2020 Capture Rate |
|---|----------------------|-------------------|
| General Merchandise Stores | \$179,620,344 | 599.11% |
| Motor Vehicle and Parts Dealers | \$30,888,696 | 171.90% |
| Food Services and Drinking Places | \$4,354,084 | 116.98% |
| Food and Beverage Stores | \$2,553,142 | 108.49% |
| Miscellaneous Store Retailers | \$1,252,524 | 112.52% |
| Personal and Laundry Services | \$816,520 | 147.33% |
| Museums, Historical Sites, and Similar Institutions | (\$232,702) | 0.09% |
| Performing Arts, Spectator Sports, and Related Industries | (\$235,794) | 0.43% |
| Amusement, Gambling, and Recreation Industries | (\$725,396) | 77.88% |
| Health and Personal Care Stores | (\$1,059,898) | 66.82% |
| Sporting Goods, Hobby, Book, and Music Stores | (\$2,423,255) | 65.67% |
| Gasoline Stations | (\$2,862,010) | 62.25% |
| Repair and Maintenance | (\$3,509,926) | 51.45% |
| Furniture and Home Furnishings Stores | (\$4,415,351) | 29.09% |
| Electronics and Appliance Stores | (\$5,188,482) | 19.79% |
| Clothing and Clothing Accessories Stores | (\$5,276,053) | 42.37% |
| Nonstore Retailers | (\$5,797,969) | 80.08% |
| Accommodation | (\$8,210,300) | 1.62% |
| Building Material and Garden Equipment and Supplies Dealers | (\$24,599,014) | 2.15% |
| TOTAL | \$154,949,161 | 159.68% |

COMMERCIAL BUSINESSES BY LOCATION



SALES BY GEOGRAPHIC AREA

% of Total City Sales:

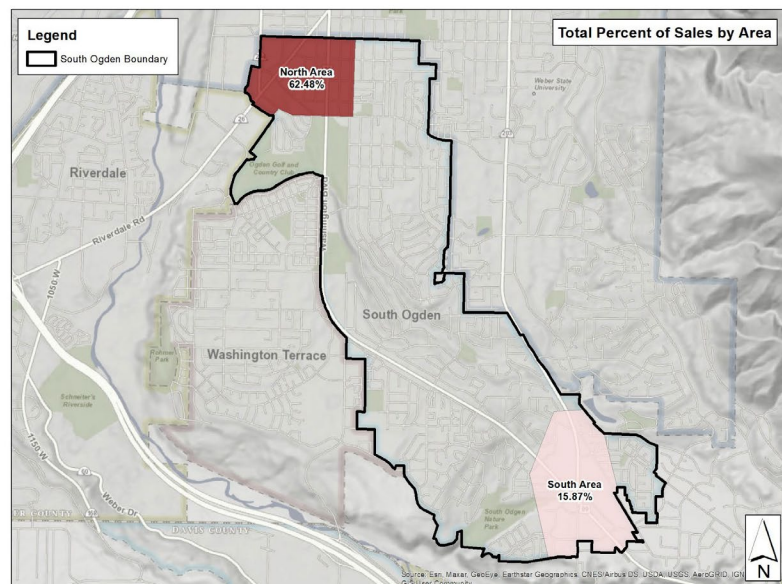
North Area – 62.48%

South Area – 15.87%

TOTAL – 78.36%

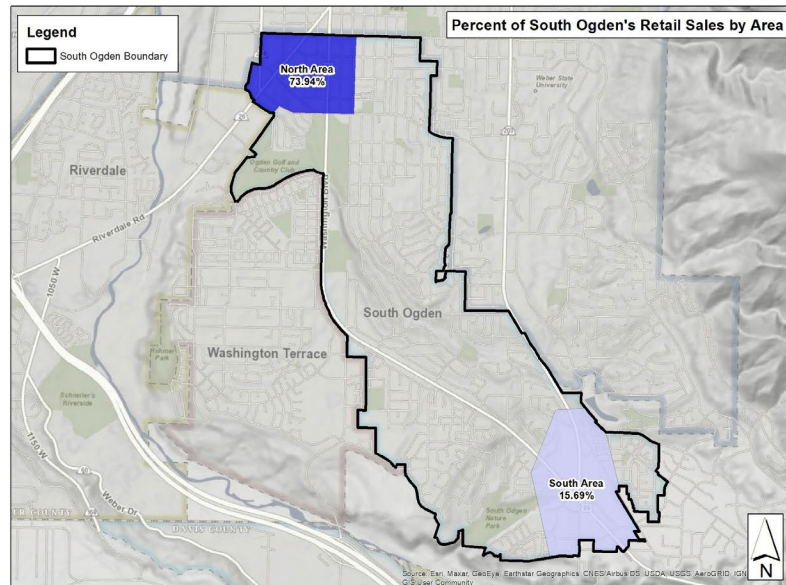
North Area without Costco:

26%



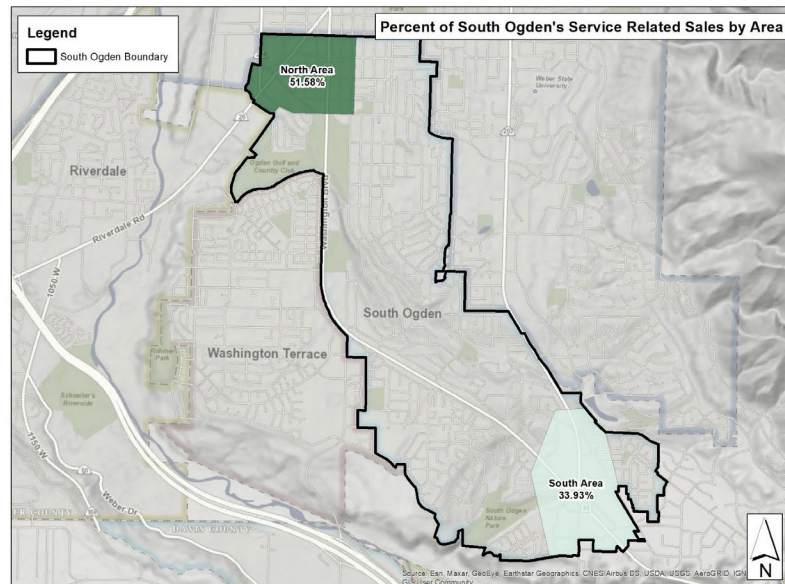
SALES BY GEOGRAPHIC AREA

% of Total City Retail Sales:
 North Area – 73.94%
 South Area – 15.69%
TOTAL – 89.63%



SALES BY GEOGRAPHIC AREA

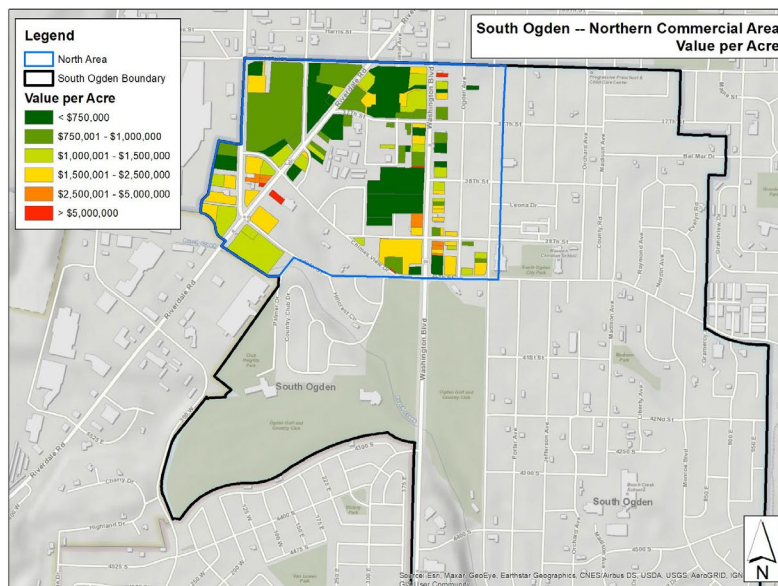
% of Total City Service-Related Sales:
 North Area – 51.58%
 South Area – 33.93%
TOTAL – 85.51%



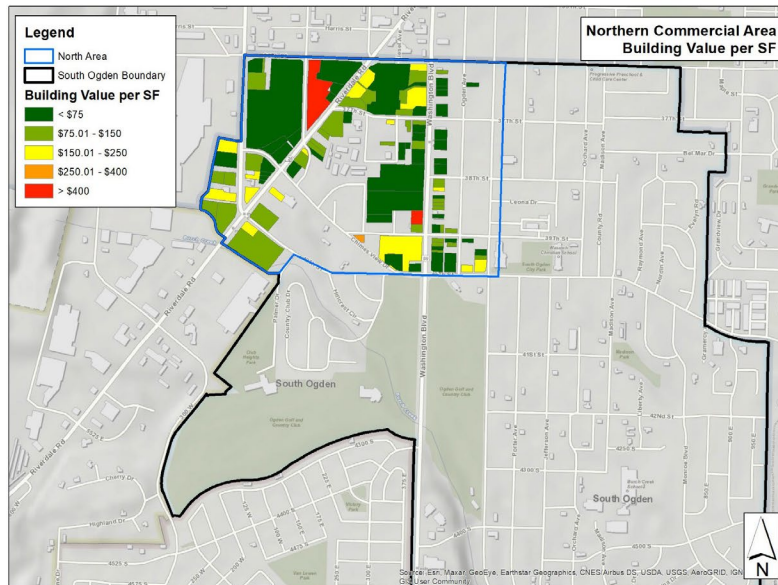
COMPARATIVE PROPERTY VALUE

| Area | Commercial Acres | Commercial Market Value | Commercial Market Value per Acre |
|-------|------------------|-------------------------|----------------------------------|
| North | 91 | \$124,517,696 | \$1,368,011 |
| South | 114 | \$189,307,041 | \$1,662,386 |

NORTH AREA – COMMERCIAL PROPERTY VALUES



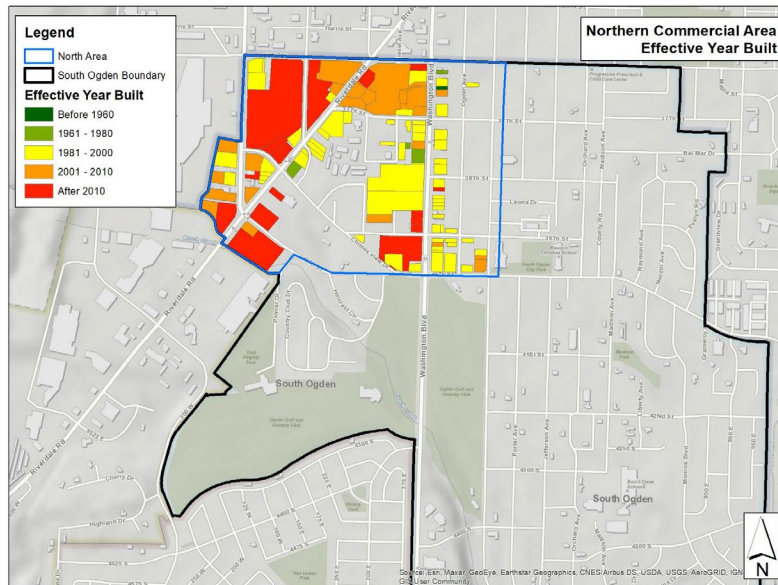
NORTH AREA – COMMERCIAL BUILDING VALUES



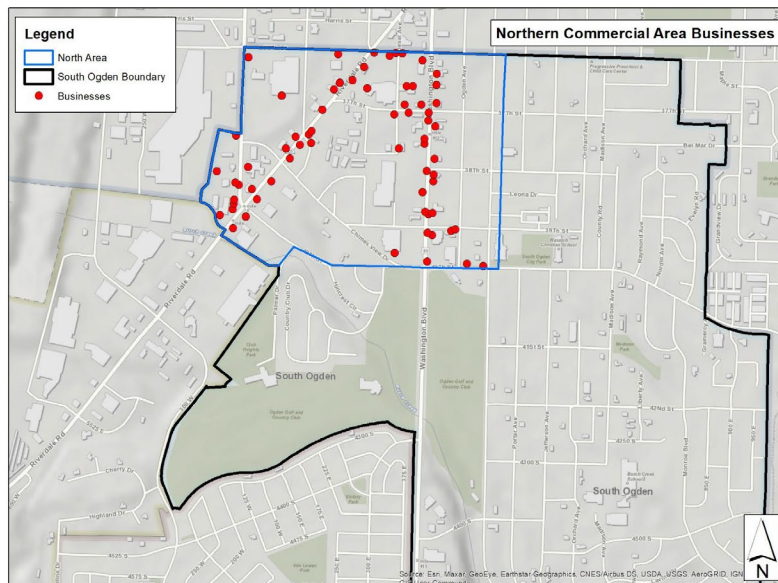
COMPARATIVE PROPERTY VALUES AND SALES PER ACRE

| | Property Value per Acre | Sales per Acre | Sales per Acre without Costco |
|------------|----------------------------|----------------|----------------------------------|
| North Area | \$1,368,011 | \$3,422,423 | \$1,081,069 |
| South Area | \$1,662,386 | \$694,946 | NA |

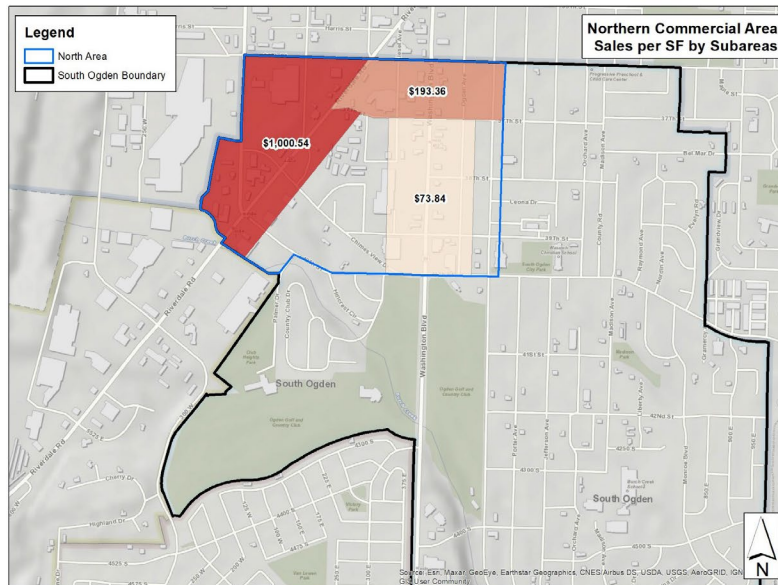
NORTH AREA – COMMERCIAL BUILDING YEAR BUILT



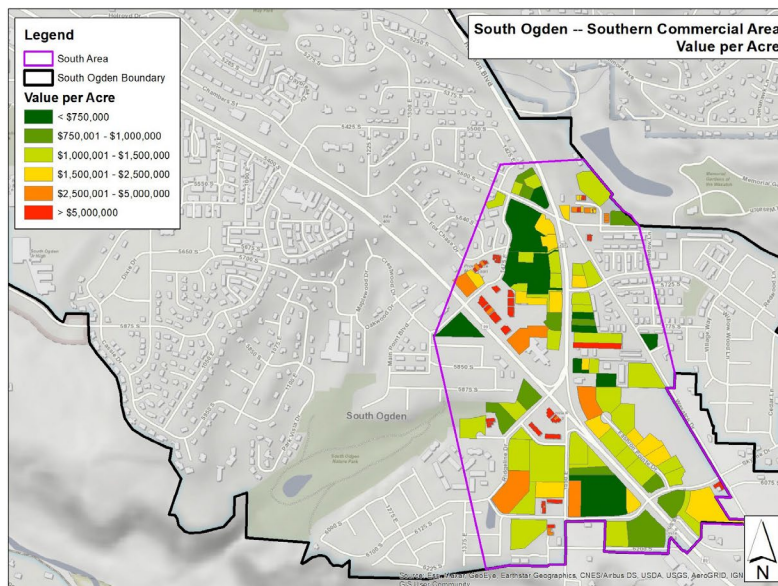
NORTH AREA – BUSINESSES



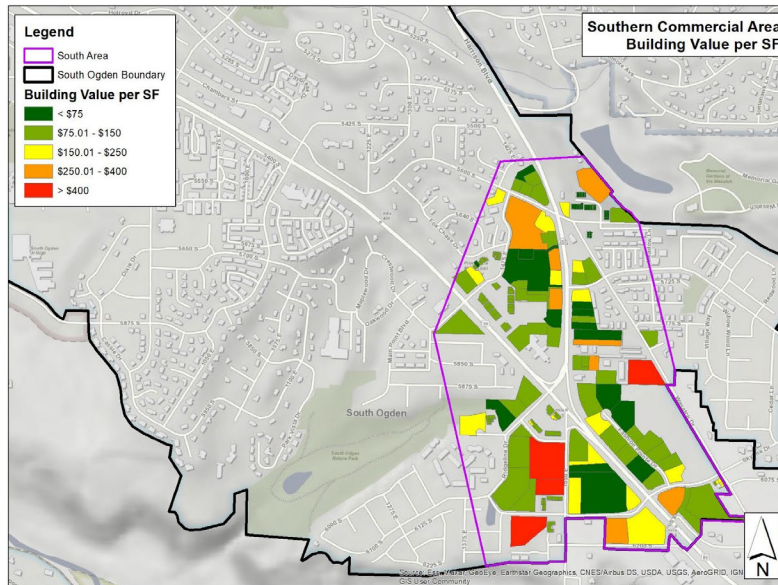
NORTH AREA – SALES PER SF BY SUBAREAS



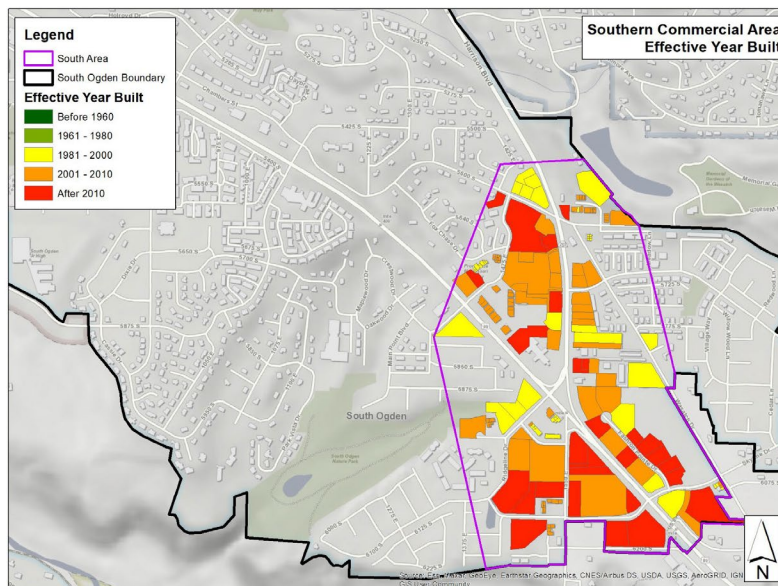
SOUTH AREA – COMMERCIAL PROPERTY VALUES



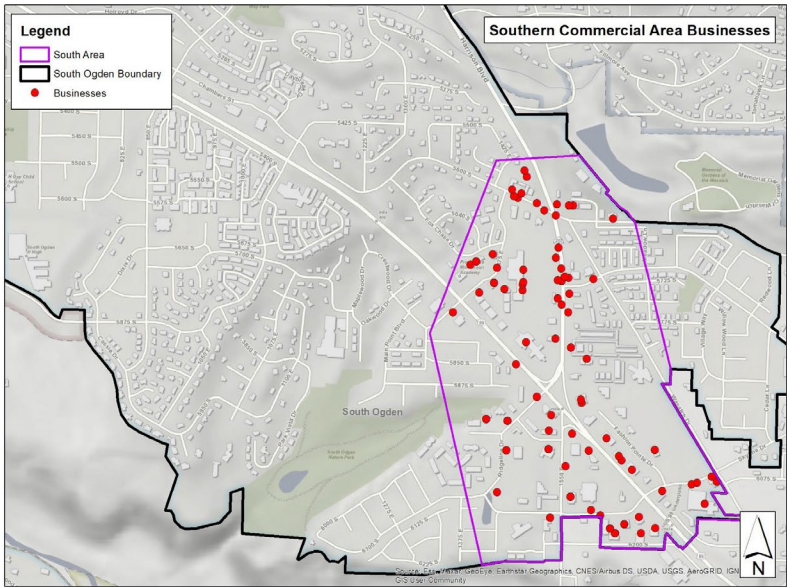
SOUTH AREA – COMMERCIAL BUILDING VALUES



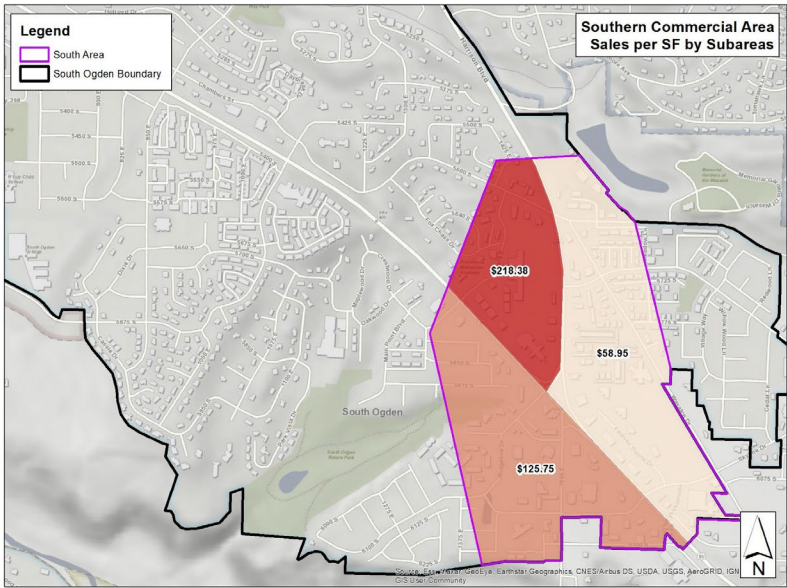
SOUTH AREA – COMMERCIAL BUILDING EFFECTIVE YEAR BUILT



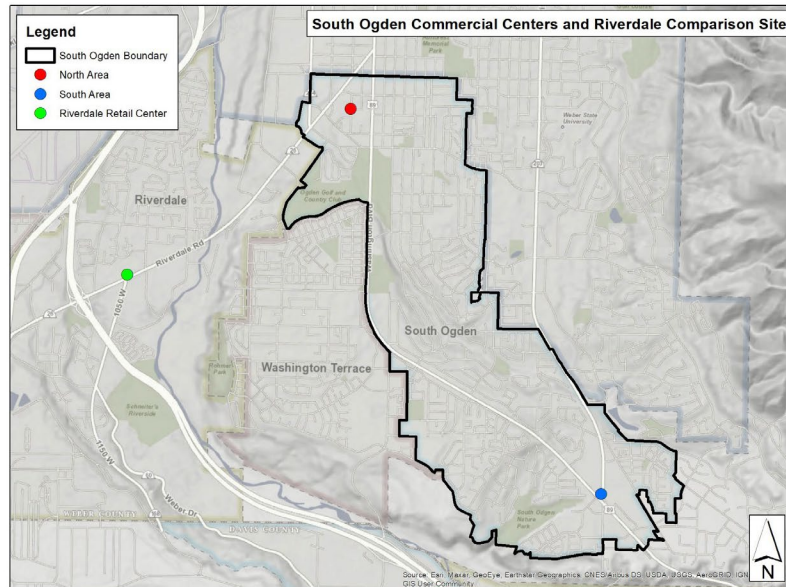
SOUTH AREA – BUSINESSES



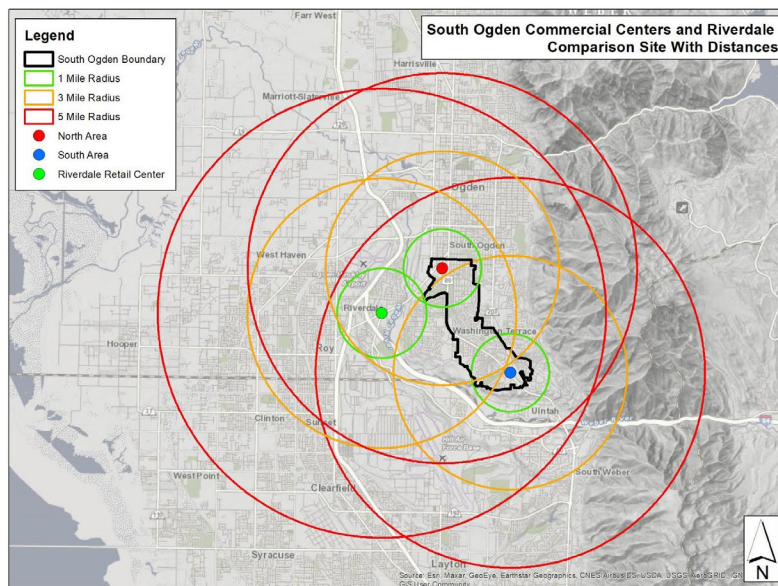
SOUTH AREA – SALES PER SF BY SUBAREAS



COMMERCIAL CENTERS



COMMERCIAL CENTERS



COMPETITIVE POPULATION ANALYSIS

| North Area | | | | | |
|------------|---------|---------|---------|----------------|----------------|
| Distance | 2021 | 2030 | 2040 | Growth by 2030 | Growth by 2040 |
| 1 Mile | 13,207 | 15,630 | 17,944 | 2,423 | 4,737 |
| 3 Mile | 90,575 | 101,768 | 111,930 | 11,193 | 21,354 |
| 5 Mile | 173,724 | 192,666 | 210,095 | 18,942 | 36,372 |

| South Area | | | | | |
|------------|---------|---------|---------|----------------|----------------|
| Distance | 2021 | 2030 | 2040 | Growth by 2030 | Growth by 2040 |
| 1 Mile | 10,198 | 10,855 | 11,426 | 658 | 1,229 |
| 3 Mile | 50,176 | 52,190 | 54,610 | 2,014 | 4,434 |
| 5 Mile | 135,468 | 146,488 | 160,280 | 11,019 | 24,812 |

| Riverdale | | | | | |
|-----------|---------|---------|---------|----------------|----------------|
| Distance | 2021 | 2030 | 2040 | Growth by 2030 | Growth by 2040 |
| 1 Mile | 13,080 | 15,341 | 17,982 | 2,262 | 4,902 |
| 3 Mile | 106,873 | 117,980 | 128,183 | 11,107 | 21,310 |
| 5 Mile | 240,924 | 264,321 | 287,678 | 23,397 | 46,753 |

COMPETITIVE EMPLOYMENT ANALYSIS

| North Area | | | | | |
|------------|---------|---------|---------|----------------|----------------|
| Distance | 2021 | 2030 | 2040 | Growth by 2030 | Growth by 2040 |
| 1 Mile | 13,566 | 15,873 | 16,539 | 2,307 | 2,973 |
| 3 Mile | 82,940 | 92,881 | 96,599 | 9,941 | 13,659 |
| 5 Mile | 129,547 | 146,804 | 153,852 | 17,257 | 24,305 |

| South Area | | | | | |
|------------|---------|---------|---------|----------------|----------------|
| Distance | 2021 | 2030 | 2040 | Growth by 2030 | Growth by 2040 |
| 1 Mile | 6,482 | 6,842 | 7,082 | 361 | 600 |
| 3 Mile | 30,375 | 33,122 | 34,555 | 2,748 | 4,181 |
| 5 Mile | 111,144 | 124,876 | 132,912 | 13,732 | 21,768 |

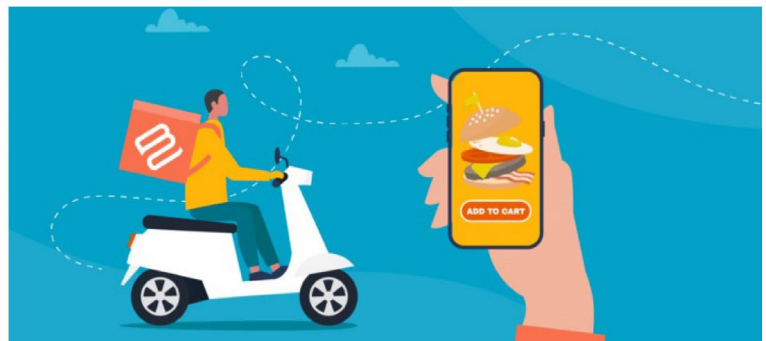
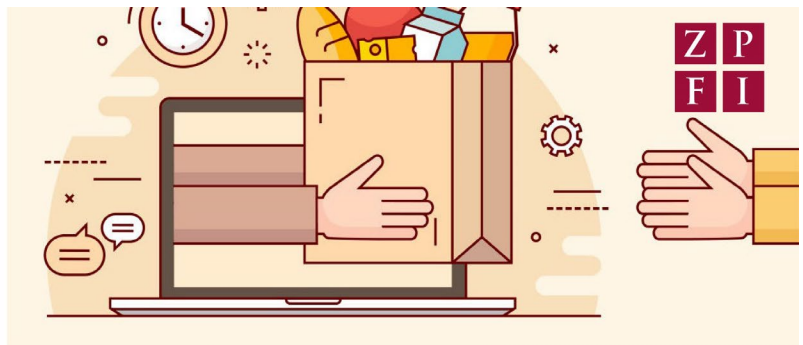
| Riverdale | | | | | |
|-----------|---------|---------|---------|----------------|----------------|
| Distance | 2021 | 2030 | 2040 | Growth by 2030 | Growth by 2040 |
| 1 Mile | 11,598 | 13,226 | 13,883 | 1,628 | 2,284 |
| 3 Mile | 83,223 | 94,541 | 99,820 | 11,318 | 16,596 |
| 5 Mile | 177,397 | 201,234 | 214,468 | 23,837 | 37,071 |

Retail Market Summary

- Consumer is still purchasing, but notable increase in online spending results in expedited shift
- Significant bankruptcies and store closings
- Nimble and agile have been rewarded
- Space needs per capita are significantly declining



Changing Retail Trends

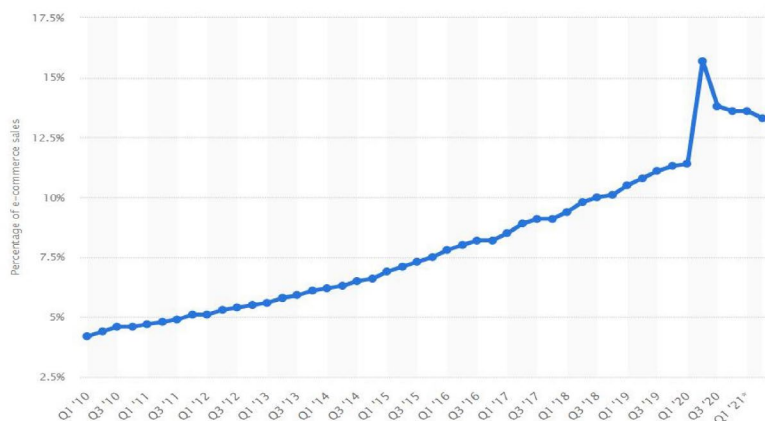




Companies that pivoted well during the pandemic

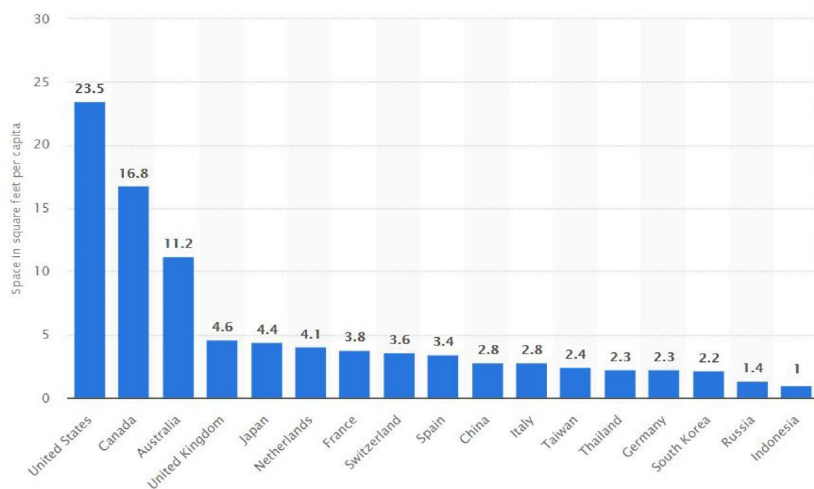
E-Commerce as % of US Retail Sales

Source: Statista



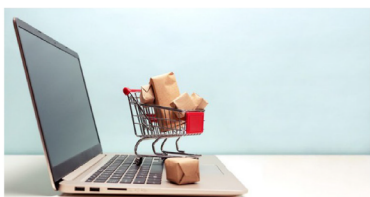
What are major retail trends going forward?

Retail SF per Capita



What are major retail trends going forward?

| Retail Space Needs Per Capita | |
|-------------------------------|--------------------------------------|
| Year | Space Needs Per Capita – Square Feet |
| 2000 | 25 |
| 2017 | 20 |
| 2020 | 15 |



As stated by Price Waterhouse Cooper's (PWC) head of US real estate practice, Byron Carlock, "We are clearly overretailed in America."

Carlock goes on to state, "With the pandemic continuing to impact the retail industry, retail space providers would consider using retail spaces more efficiently. Physical stores would continue to be relevant but parts of it would be demolished and repurposed to build establishments like fitness centers and medical facilities." He also said that the US could cut down retail spaces to reach close to 16 square feet per person. He further added that if this reuse and replacement continues, America would have 30% more space for the "kind of development people actually need."

Retail Site Criteria

(sampling of potential retailers and their site requirements)

Michael's – population minimum of 200,000 in a 10-mile area, required to have near access to a major traffic arterial, desire for areas of high income and high percentage of female population

Average 15,000 to 30,000 square feet, minimum parking of 5.0 spaces per thousand

Bed Bath & Beyond – population minimum of 150,000 in 6-mile area, minimum of 15,000 households in area with over \$55,000 incomes, high home ownership ratios, areas of solid planned population growth

Average 20,000 to 40,000 square feet, parking at a minimum of 5.0 spaces per thousand. Reject locations that are near theaters, gyms, and restaurants

TJ Maxx – population minimum of 100,000 in a 3-mile area, with close proximity to high-traffic tenants, grocery stores, clothing stores, bath and home stores; require mid-to-upper incomes, higher percentage of female population

Average size of 30,000 square feet, parking at a minimum of 5.0 spaces per thousand

Retail Site Criteria

(sampling of potential retailers and their site requirements)

Wal-Mart – minimum population of 100,000 in three miles, major arterials in immediate area (40,000 ADT), avoid high or extra low-income areas

Average 140,000 to 200,000 square feet (Super Centers), parking at 4.5 to 6.0 per thousand

Sprouts – minimum population of 100,000 within a 10-minute drive time, median incomes that are above average in the draw area, and easy access from a main thoroughfare

Average store size of 30,000 square feet, desirable to have minimum of 150-feet of storefront, parking at a minimum of 4.5 per thousand

Staples – minimum population of 150,000 within a five-mile radius, plus a minimum of 5,000 small businesses.

Focus on high-income areas and small business activity

Average store size of 25,000 square feet, parking required at 5.0 per thousand

Olive Garden – 125,000 population in 15-minute drive time. Average 8,000 square feet, 1.0-2.5 acres, parking at more than 10.0 per thousand

Family Dollar – median incomes *below* \$60,000 in 1-mile radius, desire grocery-anchored centers, average 8,500 square feet, parking in excess of 3.5 per thousand

Costco – suburb locations with minimum of 75,000 population within five miles. Will look at growing demographics within a 20-mile radius, near access to a major arterial required. Average store sizes of 145,000 square feet, parking typically required at 6.0 per thousand

Whole Foods – minimum population of 200,000 within a 20-minute drive time, higher percentage of college-educated residents than most areas, median incomes above average, visibility characteristics are emphasized. Average store sizes of 25,000 to 50,000 square feet, parking at 5.5 to 6.0 per thousand



Jamba Juice – population more than 45,000 within 2.0 miles – daytime employment greater than 15,000 within 2.0 miles – average age less than 38 within 2.0 miles. Average 1,200 square feet, parking in excess of 5.5 per thousand, end cap, pad, or corner

Cabela's – population minimum of 250,000 in 30-mile radius, minimum 75,000 daily traffic. Minimum of 5.0 acres, parking of 6.0 spaces per thousand

Impact of Various Retailers



| Tenant | Avg. Sales Per Sq. Ft. | Average Store Size (square feet) | Fiscal Impact to City* |
|--------------------|------------------------|----------------------------------|------------------------|
| Olive Garden | \$540 | 8,000 | \$21,600 |
| Denny's | \$330 | 4,200 | \$6,930 |
| Costco | \$1,050 | 145,000 | \$761,250 |
| Burger King | \$140 | 3,200 | \$2,240 |
| Wendy's | \$280 | 3,200 | \$4,480 |
| Walgreen's | \$760 | 14,100 | \$53,580 |
| Black Bear Diner | \$480 | 5,300 | \$12,720 |
| Outback Steakhouse | \$540 | 6,200 | \$16,740 |
| Chili's | \$420 | 5,200 | \$10,920 |
| Papa John's | \$200 | 1,300 | \$1,300 |

* Sales tax revenue only (does not include other taxes)

Impact of Various Retailers



| Tenant | Sales Tax Generated Per Square Foot |
|--------------|-------------------------------------|
| Costco | \$5.25 |
| Walgreen's | \$3.80 |
| Outback | \$2.70 |
| Olive Garden | \$2.70 |
| Black Bear | \$2.40 |
| Chili's | \$2.10 |
| Denny's | \$1.65 |
| Wendy's | \$1.40 |
| Papa John's | \$1.00 |
| Burger King | \$0.70 |
| Shopko | \$0.40 |



= \$27.50 sq.ft.

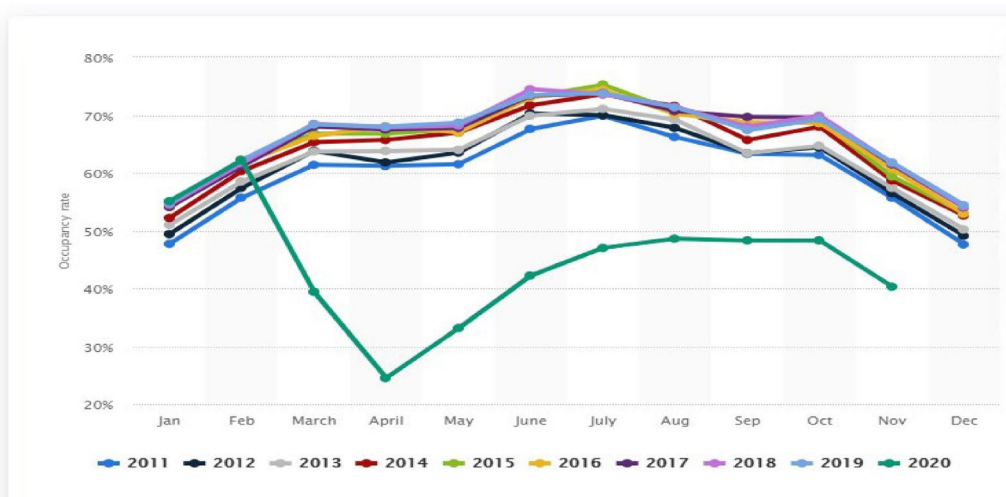
| | 2020 Distribution |
|-------------------------|-------------------|
| 36 th Street | \$90,827 |
| Automall | \$21,745 |

Hospitality Market Summary

- Consolidation and bankruptcies anticipated
- Difficult market for “full service” hotels
- “Traveler” hotels, garden-style, etc., have rebounded from previous lows



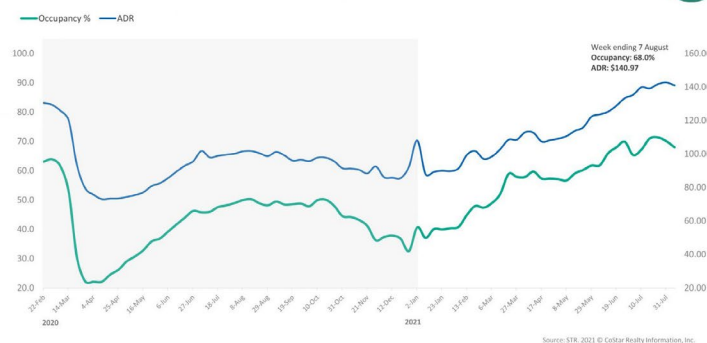
Hotel Occupancy Rates



Hotel Occupancy Rates

U.S. Hotel Occupancy and Average Daily Rate

Weeks ending with specified dates



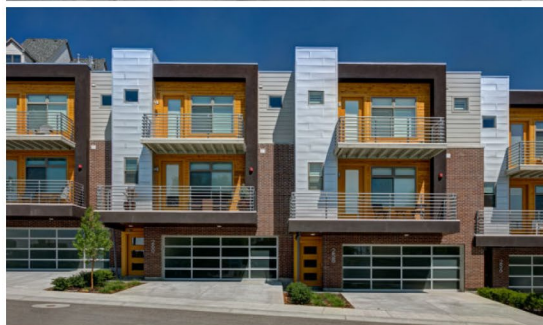
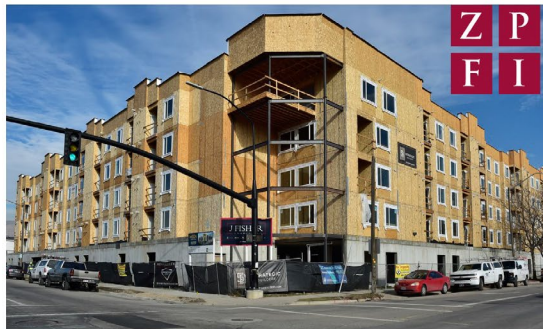
Office Market Summary

- Office Market – wait and see
 - Strong slow-down in new construction
 - Need for additional pre-leasing
 - Lots of Class B sublease space to enter market in 2021/2022
 - Market may remain healthy for smaller users in Class A locations
 - Likely 5.0% -10% decline in achievable office rates in 2021 through concessions and market weakness

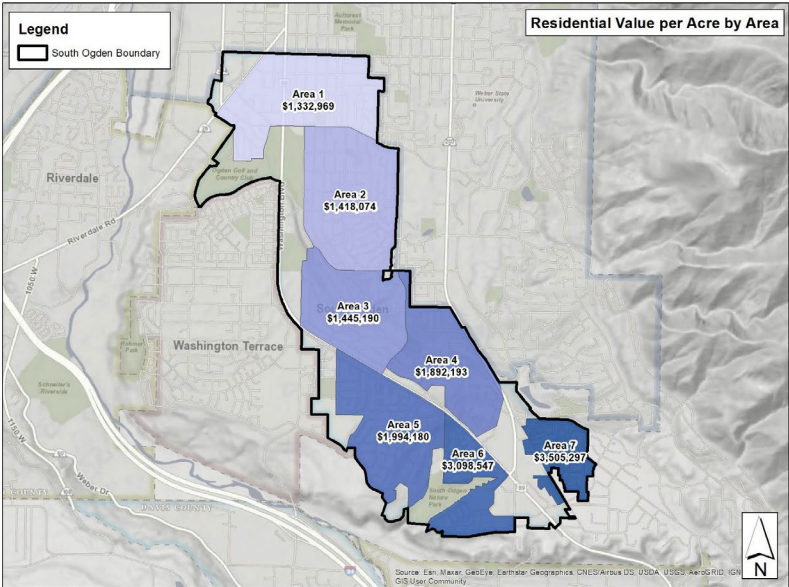


Residential Market Summary

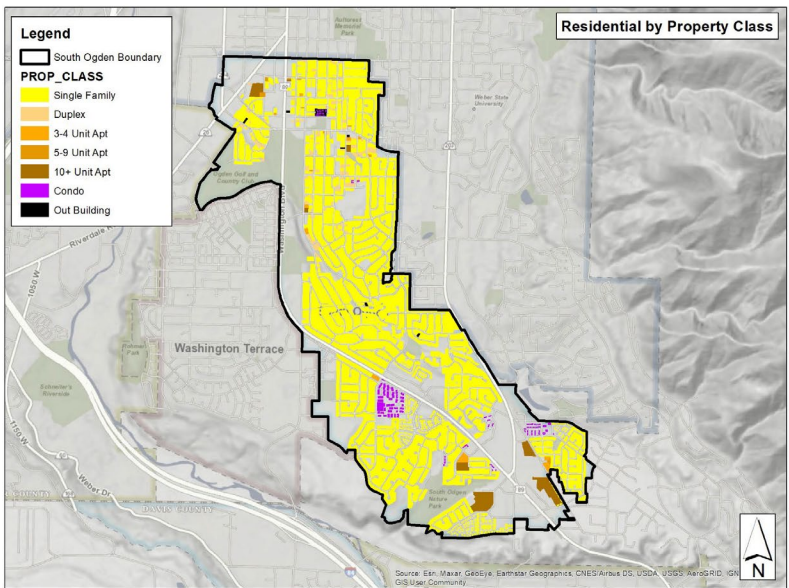
- Strong demand continues. Driven by low rates and strong in-migration
- Construction cost volatility further deepens affordability issues
- Demand for all product types in nearly all markets
- Fiscal impacts from residences have “improved” with online retail purchases



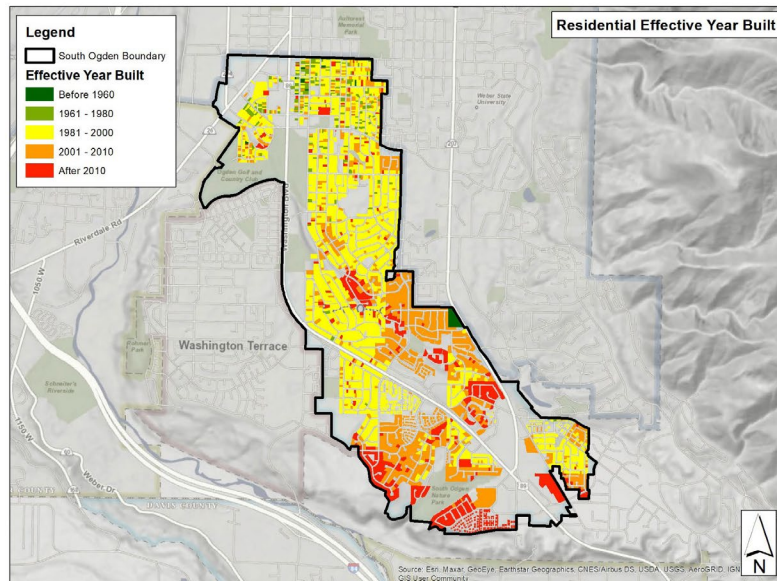
FISCAL IMPACTS BY DEVELOPMENT TYPE



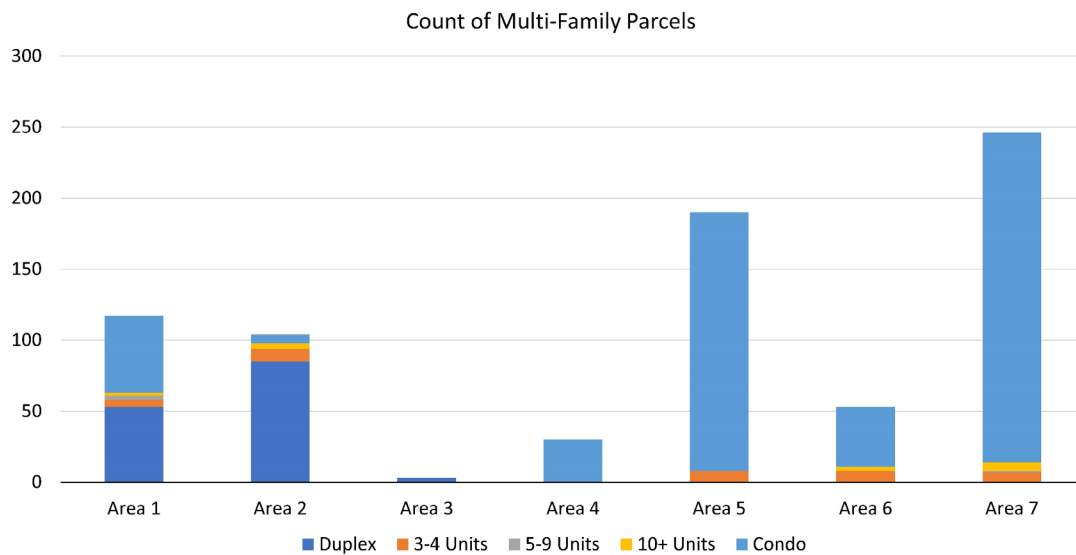
RESIDENTIAL PROPERTY TYPE



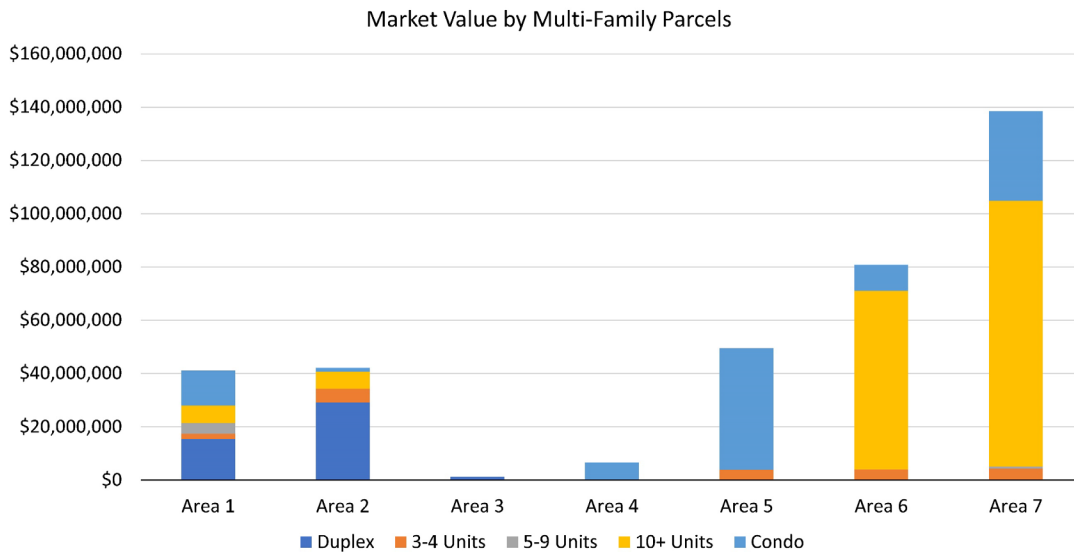
RESIDENTIAL YEAR BUILT



FISCAL IMPACTS BY DEVELOPMENT TYPE



FISCAL IMPACTS BY DEVELOPMENT TYPE



FISCAL IMPACTS PER ACRE – NORTH AND SOUTH AREAS

| | Property Value per Acre | City Tax Rate | Property Tax Revenues per Acre |
|-------|-------------------------|---------------|--------------------------------|
| North | \$1,368,011 | 0.00265 | \$3,625.23 |
| South | \$1,662,386 | 0.00265 | \$4,405.32 |

FISCAL IMPACTS PER ACRE – NORTH AND SOUTH AREAS

| | Sales per Acre | Local Option Point of Sale | Sales Tax Revenue per Acre |
|-------|-----------------------|---------------------------------------|---------------------------------------|
| North | \$3,422,423 | 0.005 | \$17,112.11 |
| South | \$694,946 | 0.005 | \$3,474.73 |

FISCAL IMPACTS PER ACRE – NORTH AND SOUTH AREAS

| With Costco | Property | Sales | Total |
|--------------------|-----------------|--------------|--------------|
| North | \$3,625.23 | \$17,112.11 | \$20,737.34 |
| South | \$4,405.32 | \$3,474.73 | \$7,880.05 |

HIGHEST AND BEST USE

- Developer Perspective – return on land
- City Perspective – fiscal impacts
- Community Perspective – amenities needed or desired

HIGHEST AND BEST USE – DEVELOPER PERSPECTIVE

| Type | Likely CAP Rates | Profit Percentage |
|----------------------------------|------------------|-------------------|
| Office | 7.0% | 10% |
| | 7.5% | 3% |
| Multi-Family - 20 units per acre | 5.0% | 21% |
| | 5.5% | 10% |
| Retail | 7.0% | 12% |
| | 7.5% | 5% |

HIGHEST-AND-BEST USE - CITY PERSPECTIVE

| | Office | Retail | Multi-Family - 20 units per acre | Multi-Family - 8 units per acre |
|--------------------------------------|-----------------|-----------------|--|---------------------------------------|
| Property Taxes | \$10,966 | \$5,627 | \$6,637 | \$3,710 |
| Sales Taxes | | \$21,780 | \$7,200 | \$2,880 |
| Municipal Energy | \$2,086 | \$1,372 | \$1,177 | \$471 |
| Class B/C Road Funds | | | \$1,676 | \$670 |
| Total Annual Revenue per Acre | \$13,052 | \$28,780 | \$16,690 | \$7,732 |

355

Not Approved

STAFF REPORT



SUBJECT: 40th Street/Chimes View Environmental Review
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 12-7-21

RECOMMENDATION

City staff recommend the approval of the agreement with PEC for the environmental review for the 40th Street & Chimes View reconstruction Project.

BACKGROUND

After South Ogden was successful in receiving money to rebuild 40th from Adams to the City Border, City staff decided to seek money to do improvements below Washington. Six years ago, South Ogden City was awarded money through the Wasatch Front Regional Council to complete construction on 40th Street & Chimes View Drive between Washington Blvd and Riverdale Road. The project will include any needed infrastructure, new curb & gutter, sidewalk, and rebuilt road throughout the whole project area. The funding becomes available at the start of the 2023 fiscal year. The City has been awarded up to 4 million dollars over two different fiscal years. South Ogden will have to pay around 7% of the total project. In order to move forward with the project an environmental review of the construction corridor is required. The environmental review must be paid for by South Ogden City and be completed before plans/documents can be done for bidding purposes.

ANALYSIS

South Ogden City's engineering firm Wasatch Civil sent out RFP's for the Environmental Review. Two qualified firms submitted bids for the project, PEC and Wood Environment & Infrastructure Solutions, Inc. The two firms were evaluated by South Ogden City and Wasatch Civil staff. Project Engineering Consultants (PEC) was selected through the process. PEC will be able to complete the review in a timely, effective, and sufficient manner to meet the requirements for UDOT's Environmental Process.

SIGNIFICANT IMPACTS

\$44,680.00

ATTACHMENTS

Wasatch Civil Memo



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

From: Jory Wahlen, P.E.
Wasatch Civil Consulting Engineering

Date: November 10, 2021

Subject: **40th Street and Chimes View Drive Reconstruction Project
Environmental Work**

In response to our Request for Proposals (RFP) for the 40th Street and Chimes View Drive Project Environmental Work, proposals were accepted at the South Ogden City Municipal Offices on September 17, 2021.

The RFP requested that qualified firms provide environmental services to prepare the necessary environmental documents for the project, as mentioned above. The proposals were reviewed based on several criteria, including:

- Firm Overview & Experience (20%)
- Experience of Project Team (30%)
- Estimated Project Cost (10%)
- Similar Project List (20%)
- Completion Time (10%)
- References (10%)

Two proposals were received by the deadline. These proposals were submitted by:

- Wood Environment & Infrastructure Solutions, Inc
- Project Engineering Consultants

The proposals were reviewed by a committee consisting of Wasatch Civil and South Ogden City Staff. The reviewing went through the detailed evaluation process and received a rating based on the published proposal requirements. Following the review process, the committee recommends selecting **Project Engineering Consultants**.

Project Engineering Consultants (PEC) demonstrated extensive experience with the UDOT environmental process and was able to identify several similar projects that have been recently completed in Northern Utah.

Upon completing the review process, the selection committee scheduled a meeting with PEC on

November 2, 2021. The meeting was held to refine the project scope and negotiate a reasonable fee for the services provided. After the meeting, PEC provided an updated scope of work and a not-to-exceed budget for the project.

Upon reviewing this proposal, Wasatch Civil recommends awarding a contract to **Project Engineering Consultants** for an amount not to exceed \$44,680.00. The agreement indicates that the work will require a minimum of 8 – 10 weeks to complete and an additional four (4) weeks for advertisements and public meetings

Refer to the attached Professional Services Agreement that includes the contract and scope of work.

RESOLUTION NO. 21-39

RESOLUTION OF SOUTH OGDEN CITY APPROVING AND AUTHORIZING ENTERING INTO AN AGREEMENT WITH PROJECT ENGINEERING CONSULTANTS (PEC), LTD., FOR THE PROVISION OF PROFESSIONAL, TECHNICAL AND ENVIRONMENTAL CONSULTING SERVICES RELATED TO THE 40TH STREET/CHIMES VIEW RECONSTRUCTION PROJECT; AUTHORIZING THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY TO GIVE EFFECT TO THE INTENT HEREOF; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I-RECITALS

WHEREAS, the City Council finds that the City of South Ogden (herein "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 the provisions of UCA §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,

WHEREAS, the City Council finds that there is an ongoing need for the provision of professional, technical and environmental consulting services related to the 40th Street/Chimes View Reconstruction project; and,

WHEREAS, the City Council finds that City now desires to further those ends by entering into an agreement with PEC to provide such services; and,

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

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

SECTION II - CONTRACT AUTHORIZED

That the Agreement for the Provision of Engineering Services, attached hereto as **Attachment "A"** and by this reference fully incorporated herein, is hereby approved and adopted; and that the City Manager is authorized more fully negotiate the desired "scope of services" 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.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be 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 7th day of December, 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 7th day of December, 2021.

SOUTH OGDEN CITY

Russell Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 21-39

Resolution Of South Ogden City Approving And Authorizing Entering Into An Agreement With Project Engineering Consultants (PEC), Ltd., For The Provision Of Professional, Technical And Environmental Consulting Services Related To The 40th Street/Chimes View Reconstruction Project; Authorizing The City Manager To Sign The Necessary Documents On Behalf Of The City To Give Effect To The Intent Hereof; And, Providing For An Effective Date.

07 Dec 21

PROJECT ENGINEERING CONSULTANTS, LTD.
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Project Engineering Consultants, Ltd., Address: 986 West 9000 South, West Jordan, Utah 84088

Client Name: South Ogden City

Client Address: 3950 South Adams Avenue, South Ogden, Utah 84403

Client Entity Type and State: Municipal

Project Name: 40th Street and Chimes View Drive Reconstruction Project; Environmental Document

Project Number _____ Project Location South Ogden, Utah

Project Engineering Consultants, Ltd. (PEC) and Client hereby enter into this Agreement for Professional Services, pursuant to which, PEC will perform the following services for the compensation set forth below, subject to the General Conditions which are attached hereto and made a part hereof.

Scope of Services: See attached letter scope of work dated November 5, 2021.

Compensation: Client agrees to pay PEC an amount not to exceed \$44,680.00 for services incurred (see attached man-hour and cost estimate, dated November 5, 2021. PEC is under no obligation to perform services in excess of the amount-not-to-exceed. Services will be billed on an hourly basis.

A statement of percentage of work completed will be submitted to the Client at the end of each month in which work has occurred. The Client will make progress payments for services monthly to PEC.

The following additional attachments are made a part of this Agreement PEC's General Conditions

IN WITNESS WHEREOF, PEC and Client have made and executed this Agreement.

Project Engineering Consultants, Ltd.

South Ogden City

By: _____
Lars Anderson, PLA

By: _____

Title: Principal

Title: _____

Date: November 9, 2021

Date: _____

PROJECT ENGINEERING CONSULTANTS, LTD.
GENERAL CONDITIONS

Our Agreement with Client is comprised of these General Conditions and the accompanying written proposal or authorization for services.

SECTION 1: PEC'S RESPONSIBILITIES

1.1 PEC agrees to provide the professional services described in the cover sheet or proposal. In performing our services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession practicing in the same locality.

1.2 PEC will perform the services as an independent contractor, and shall not be deemed, by virtue of this Agreement to have entered into any partnership, joint venture or other relationship with the Client.

1.3 NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, including job site safety. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services shall not relieve others of their responsibility to you or to others.

1.5 If required as part of the services, PEC may assist Client in applying for and obtaining permits and approvals from governmental units with jurisdiction over the project. However, PEC cannot be responsible for any failure to issue, delay, or conditions imposed by such governmental units.

1.6 If PEC's performance is delayed due to factors beyond our reasonable control, or if project conditions or the scope of work change, PEC will give timely notice of the change and receive an equitable adjustment of compensation.

SECTION 2: CLIENT'S RESPONSIBILITIES

21 Client shall designate a person to act as the Client's representative with respect to the services. The Client's designee shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the services.

22 Client agrees to provide PEC with all known information, conditions, standards, criteria and objectives which affect the services, and PEC shall be able to rely on the accuracy of such information.

23 Client agrees to provide PEC with access to the site, if necessary to complete PEC's services.

24 Client will examine all studies, reports, sketches, drafts

or other documents prepared by PEC for Client's review in a timely manner, and generally render decisions and provide information in such a manner as to prevent delay of the services.

25 Client shall be responsible for informing PEC of the presence of any hazardous or potentially hazardous materials on the site. Under no circumstances shall PEC be responsible for the release, handling, treatment, storage or disposal of hazardous materials, and Client shall indemnify PEC for any claims related to the services that may arise out of the presence of hazardous materials.

SECTION 3: DOCUMENTS AND REPORTS

31 Documents, diagrams, sketches, surveys, computer files, working drawings, and any other materials created or prepared by PEC as part of its performance of this Agreement (the "Work Products") are instruments of PEC's service for use solely with respect to this project, and PEC shall retain ownership rights, including copyright. The Client may retain copies and may use such Work Products in connection with Client's use of the project. However, Client agrees not to alter the Work Products and not to use the Work Products for any purpose or project other than that intended by this Agreement.

32 If Client does not make payment in full as provided in this Agreement, Client agrees to deliver all Work Products previously transmitted to Client upon demand by PEC, and not to use such Work Products for any purpose whatsoever until payment in full has been received.

33 Project records and Work Products will be retained by PEC for a period of five years following completion of the services. Project financial records will be retained for a period of three years. Client understands that any Work Products prepared or provided on electronic media have a limited duration and require use of compatible software and hardware which may become unavailable over a period of time.

SECTION 4: COMPENSATION

41 Our pricing of this work is predicated upon your acceptance of the conditions and allocations of risks and responsibilities described in this Agreement. If there is no other Agreement as to rates and fees, you agree to pay our current Standard Hourly Billing Rates for any work done on your behalf pursuant to this Agreement. An estimate or statement of probable cost is not a firm figure unless stated as such.

PROJECT ENGINEERING CONSULTANTS, LTD. GENERAL CONDITIONS

42 In addition to the hourly rates paid for services, Client shall pay PEC's reimbursable expenses directly attributable to the project. Reimbursable expenses shall include but not be limited to: subconsultant fees, expense of transportation, parking, meals, postage, including special delivery fees, zoning application fees, inspection fees, permit fees, and charges for blueprints and reproduction.

43 PEC will submit invoices to Client monthly. Client will pay the balance stated in the invoice within thirty (30) days, unless Client informs PEC in writing of objections to the invoice within that thirty day period. Any retainer paid by the Client hereunder shall be credited to PEC's last invoice for Services rendered.

44 Any invoiced amounts outstanding after thirty days will bear interest at the rate of 1.5% per month (18% per annum), or the maximum permissible by applicable law, whichever is less, from the thirtieth day following the date of the invoice, until paid.

45 PEC shall be entitled to recover all attorneys' fees dispute resolution fees, court costs and other expenses incurred in the collection or attempted collection of any amounts due under this Agreement.

46 At PEC's option, PEC may temporarily cease to perform the services or elect to terminate this Agreement if invoiced amounts are unpaid sixty days after the date of any invoice. In no event shall PEC be liable for any damage or expense resulting from such termination or work stoppage.

47 Client's obligation to pay for the services shall not be reduced or in any way impaired by Client's inability to obtain financing, governmental approval of the project, or for any other cause. No deduction shall be made from any invoice because of penalty set-off or liquidated damages.

SECTION 5: RISK, DISPUTES AND DAMAGES

51 The parties agree that all disputes between them will be submitted to a mutually agreeable neutral mediator, as a condition precedent to **arbitration**. The fee and costs of the mediator shall be apportioned equally between the parties. **The parties agree to not litigate disputes arising between them.**

52 Neither party will be liable to the other for special, incidental, consequential or punitive losses or damages, including but not limited to damages resulting from delay, loss of use, loss of profits or revenue, or cost of capital.

53 Neither party will be liable to the other unless suit is commenced within two years of the date of loss or injury, or within two years after the completion of services, whichever is earlier. Client agrees to notify PEC of any claimed negligent act, error or omission within thirty days of the date of its discovery and to provide PEC with the opportunity to investigate and to recommend ways of mitigating damages as a condition precedent to litigation or other remedies provided by law.

54 Many risks affect us by virtue of entering into this Agreement to provide professional services. For you to obtain the benefit of a fee which includes a reasonable allowance for our risk, Client agrees that PEC's aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, for PEC's alleged negligent acts, errors or omissions, and you agree to indemnify us from all liabilities to others arising from this project in excess of that amount. If you are unwilling to accept this allocation of risk, we will waive this provision, provided that, within ten days of this Agreement, Client agrees in writing to an increase in our fees of 10% or \$500, whichever is greater, to compensate PEC for the increase in risk.

55 PEC will maintain general liability, automobile liability, workers compensation and professional liability insurance policies. Certificates of insurance will be provided to Client upon request.

SECTION 6: MISCELLANEOUS PROVISIONS

61 These General Conditions and the accompanying proposal or attached Special Provisions constitute the entire agreement between the parties and supersedes any prior agreements and any purchase order conditions. Terms as stated in the Special Provisions take precedence over the terms of these General Conditions.

62 Neither party may assign this Agreement without the written consent of the other party, but PEC may enter into subcontracts for portions of the work upon notice to Client.

63 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party.

64 Client shall be responsible for all state and local gross receipts, sales, use, value added or personal property taxes, however designated, or amounts in lieu of the above taxes paid or payable by PEC, including interest or penalty assessed against PEC for such taxes through no fault of PEC. Client also agrees to furnish PEC upon request any exemption certificates, proof of payment or other documentation requested by PEC.

65 This Agreement shall be interpreted according to the law of the state in which the PEC office conducting this work is located, as specified in the first paragraph of this Agreement.

66 Each provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.

~~67~~—This Agreement may be terminated in writing by either party upon seven days written notice. Client shall pay PEC all fees and reimbursable expenses incurred up to the date of termination. If this agreement is terminated by PEC for reasons other than breach, Client shall have access to all partial and final work product created by PEC up to the date of termination upon request.

November 5, 2021

PROJECT NAME: 40th Street and Chimes View Drive Reconstruction Project
Environmental Document Proposal

South Ogden City Corporation
Brad Jensen
City Engineer
3950 South Adams Avenue
South Ogden City, Utah 84403

EXECUTIVE SUMMARY

Project Engineering Consultants, Ltd. (PEC) is proposing to complete a Categorical Exclusion (CE) environmental document for the proposed 40th Street and Chimes View Drive Reconstruction Project between Washington Blvd and Riverdale Road in South Ogden City. Proposed improvements include roadway overlay, construction of curb, gutter, and sidewalk and reconstruct ADA ramps, as needed, relocation of utility and lighting poles as necessary and installation of safety improvements, such as barrier. It may be necessary to acquire additional right of way to add these facilities in some locations. To evaluate potential impacts to environmental resources, a simple 30% design and concept-level cost estimate will be completed including an alignment based on the concept plans provided by Wasatch Civil. A review of existing right-of-way (ROW), and identification of potential ROW impacts is included. The CE will be completed in accordance with UDOT standards based on the UDOT Environmental Process Manual of Instruction. Approval of the CE document will be coordinated with UDOT Region 1 environmental staff.

ASSUMPTIONS

1. One UDOT/City meeting, and one review and revision for resource impact memos will be required.
2. One public meeting or hearing will be held.
3. Impacts will occur on previously disturbed and undisturbed land.
4. Unimpeded access to the project APE; a single field visit to the APE will be conducted by an Environmental Specialist.
5. Reconnaissance level surveys will be required; no previously recorded cultural resource sites within APE; no new cultural site or isolated occurrences will be located.
6. UDOT environmental staff will assist with relevant Native American tribes consultation.

7. Base concept, provided by the City, will be used for the environmental document
8. If needed, additional survey will be provided by the City (Wasatch Civil).
9. Existing right of way will be determined based on available GIS data and current data provide by the City. No title searches or other detailed investigations will be performed.
10. Potential utility impacts will be identified based on visible above-ground utilities and as-built provides provided by the City.
11. The preliminary cost estimate will include the possible costs to acquire any identified ROW requirements.

30% DESIGN (UDOT TASKS)

2R1 – Develop Initial Roadway Design

It is understood the scope of the project is to reconstruct 40th Street and Chimes View Drive from Riverdale Road to Washington Blvd. PEC will utilize the design provided by the City as the base concept for the environmental analysis. The design provided will be converted from AutoCAD format to MicroStation to meet UDOT standards. PEC will develop one additional alternative at the following locations: 40th Street in front of the tire store, Chimes View Drive at the daycare drop off, and 40th Street at the crest of the hill where the existing guardrail is located. PEC will develop 3D modeling based on survey provided by the City to determine impacts. Plans will be in MicroStation and uploaded to Project Wise as required by UDOT.

Deliverables: 30% Design and Cost Estimate

3U1 – Identify Potential Utility Conflicts

PEC will gather utility information from 3rd party utility companies and develop a base map that can be referenced for the identification of utilities that may conflict with the final concept.

Deliverables: Existing Utilities MicroStation File

1J1 – Identify Existing Right of Way

PEC will supplement existing right-of-way information provided by the City (Wasatch Civil) with available GIS data, PEC will identify the existing Right of Way within the project extents, to include.

Deliverables: Existing Right of Way MicroStation File

4J1 – Identify Right of Way Needs

Based on the final concept and the existing Right of Way MicroStation File, PEC will identify any areas where right of way may be required in order to construct the planned facilities.

Deliverables: Proposed Right of Way MicroStation File

ENVIRONMENTAL CLEARANCE (UDOT TASKS)

1E1 - Assess Environmental Needs

Based on the goals of the project and the location, the environmental needs will be assessed. A database query and literature review will be performed by resource specialists to determine which environmental resources have the potential to be impacted by the proposed project. A recommended schedule will be developed to ensure adequate time is allowed for obtaining the necessary clearances.

Deliverables: Environmental Resource Locations; QC Documentation

Cultural

Conduct agency consultation regarding archaeology, paleontology, and tribal consultation tasks. Conduct archival file search at Utah Division of State History. Prepare maps of known projects and sites. Prepare and submit a UDOT Fieldwork Authorization (FWA) form at least one week prior to fieldwork. Submit the APE map with file search results to UDOT for review to identify areas previously surveyed. Conduct cultural survey. Update sites and isolates per UDOT and UTSHPO guidelines. Prepare NRHP eligibility recommendations. Prepare the draft cultural resource report, internal QC and agency review. Prepare final cultural resources report.

Assumptions:

No known sites will be located in the project APE, so there will be no site forms updated. No new sites will be identified within the project APE. All environmental surveys will be completed during one field visit. No field site visit with agencies or tribes. Unimpeded access to the project area.

Deliverables: Cultural Resource Inventory Report; QC Documentation.

Paleontological

Prepare and submit a consultation letter to UGS for paleontological clearance.

Assumptions: UGS will classify the project area as low potential for paleontological resources.

Deliverables: UGS Paleontological Consultation Letter; QC Documentation

T&E Species

The US Fish and Wildlife Service Information for Planning and Consultation (IPaC) database will be referenced. Based on the results of the database search, the project area site characteristics, and habitat preferences of potential T & E species, the necessary species surveys will be identified and conducted. Clearance surveys for T&E species with potential to occur in the project area will be conducted by a qualified biologist. The results of the clearance surveys will be summarized in a technical report and will be included in the environmental document.

Assumptions: Should appropriate habitat be present, additional surveys may be required during the appropriate survey window. No habitat has been identified at this time.

Deliverables: Threatened and Endangered flora and fauna Survey Results Memo; QC Documentation.

Air Quality

PEC will evaluate the air quality impacts of the project following the UDOT and UDEQ guidelines. The analysis will evaluate traffic volumes, capacity, level of service and the effects the project will have on air quality for South Ogden Residents.

Assumptions: If widening is minor and capacity improvements minimal, only a desk analysis is required. If a "Hot Spot" or "Project of Air Quality Concern" is identified, additional consultation with UDOT will be required. These are not included in the Scope of Work at this time.

Deliverables: Air Quality Supplement.

Wetlands and Waters of the US

PEC will conduct a wetlands and Waters of the US evaluation for the project area.

Assumptions: No wetland or Waters of the US are expected in the project area.

Deliverables: Wetlands and Waters of the US Survey Results Memo; QC Documentation

Hazardous Materials Investigation

PEC will conduct a Hazardous Materials Investigation within the project boundaries. Known sites will be mapped and if need, mitigation identified.

Assumptions: No known sites at this time.

Deliverables: Hazardous Materials Survey Results Memo; QC Documentation

2E1 - Analyze Environmental Resources

After identifying the applicable resource, PEC specialists will analyze impacts due to the proposed project and identify resource locations. Because the impacts would be within previously disturbed and undisturbed areas, it is anticipated that a desktop review and reconnaissance survey of the environmental resources will be sufficient to determine impacts. Draft Environmental Clearance Memos will be produced with QC Documentation.

Deliverables: Environmental Memos; QC Documentation.

3E1 - Write CE Document

PEC will prepare the environmental resource impact memos and submit them to the appropriate UDOT environmental staff for review and concurrence following QC Documentation. Following the approval of the environmental impact memos, PEC will prepare the CE document using the UDOT's ePM system.

Deliverables: Approved Categorical Exclusion; QC Documentation

4P1 – Write/Implement Public Involvement Plan

A Public Meeting and/or a Public Hearing is expected for this project to discuss potential impacts with residents and those impacted by the project. One meeting is expected and will be held during the public notification process (30 days). The meeting will be held at the City offices and the City will assist in advertising the meeting to residents.

Deliverables: Approved Public Involvement Plan and Meeting

4E2 - Obtain CE Approval

Once the finalized CE document is approved, concurrence memos will be included in the appendix of the document. The finalized CE document will be approved and signed by the UDOT Region 2 environmental manager.

Deliverables: Approved Categorical Exclusion

SCHEDULE

Once PEC receives the NTP, 30% design can begin, and environmental resource fieldwork request forms may be submitted to UDOT; The entire project will require between 8 – 10 weeks to complete and an additional 4 weeks for Public Meeting advertisement.

SUMMARY OF FEES

| Task | Description | Fee |
|-------------|-------------------------|--------------------|
| 1. | 30% Design | \$20,160.00 |
| 2. | Environmental Clearance | \$24,980.00 |
| | TOTAL | \$44,680.00 |

The project budget for this scope as outlined above is based on a unit rate contract not to exceed **\$44,680.00**. If additional meetings, analysis, or work that is outside this scope become necessary, at the client's written direction the work will be performed on a time and expenses basis based on our current fee schedule. This includes additional negotiations and all other procedures not specifically outlined within this scope as requested by the City.

PEC looks forward to participating in this project. Please call us if you have any questions or comments concerning this proposed scope of work.

Respectfully,

Project Engineering Consultants, Ltd.

| 40th Street and Chimes View Drive South Ogden Prepare Environmental Document | | | | | | | | | | | | |
|--|---|-----------------|-------------|-----------------|---------------|-------------|-------------------------|---------------|-----------------------------|--------------------------|--------------|---------------|
| | | PROJECT MANAGER | QC/QA | DESIGN ENGINEER | DRAFTSMAN/CAD | SURVEY/ROW | UTILITY COORDINATION | PI SPECIALIST | ENVIRONMENTAL SPECIALIST | ENVIRONMENTAL MANAGER | HOURS | COST PER TASK |
| TASK DESCRIPTION: | | LABOR HOURS: | | | | | | | | | | |
| Task 1 | 30% Design | | | | | | | | | | | |
| 1.01 | 2R1 Develop Initial Roadway Design | 4 | 4 | 16 | 32 | | | | | | 56 | \$ 7,060.00 |
| 1.02 | 3U1 Identify Potential Utility Conflicts | 4 | | 6 | 12 | | 8 | | | | 30 | \$ 3,780.00 |
| 1.03 | 1J1 Identify Existing Right of Way | 4 | 2 | 4 | 8 | 16 | | | | | 34 | \$ 4,860.00 |
| 1.04 | 4J1 Identify ROW Needs | 4 | 2 | 4 | 16 | 8 | | | | | 34 | \$ 4,460.00 |
| Task 1 Subtotal | | 16 | 8 | 30 | 68 | 24 | 8 | 0 | 0 | 0 | 154 | \$ 20,160.00 |
| Task 2 | Environmental Clearance | | | | | | | | | | | |
| 2.01 | 1E1 Assess Environmental Needs | 4 | | | | | | | 24 | 8 | 36 | \$ 5,980.00 |
| 2.02 | 2E1 Analyze Environmental Resources | 4 | 4 | | | | | | 32 | 6 | 46 | \$ 7,320.00 |
| 2.03 | 3E1 Write CE Document | 4 | 4 | | | | | | 16 | 4 | 28 | \$ 4,700.00 |
| 2.04 | 4P1 Write/Implement Public Involvement Plan | 2 | 2 | | | | | 16 | 2 | 2 | 24 | \$ 3,460.00 |
| 2.05 | 4E2 Obtain CE Approval | 4 | | | | | | | 16 | 2 | 22 | \$ 3,520.00 |
| Task 2 Subtotal | | 18 | 10 | 0 | 0 | 0 | 0 | 16 | 90 | 20 | 156 | \$ 24,520.00 |
| TOTAL LABOR HOURS | | 34 | 18 | 30 | 68 | 24 | 8 | 16 | 90 | 20 | 310 | |
| LABOR COSTS | | \$ 7,650.00 | \$ 3,240.00 | \$ 4,800.00 | \$ 6,120.00 | \$ 3,360.00 | \$ 840.00 | \$ 1,920.00 | \$ 12,150.00 | \$ 4,600.00 | \$ 44,680.00 | \$ 44,680.00 |

STAFF REPORT



SUBJECT: Agreement With Compass Minerals
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 12-7-21

RECOMMENDATION

South Ogden City staff recommends the approval of the agreement with Compass Minerals for the purchase and delivery of Type C road salt.

BACKGROUND

The award of this bid will allow South Ogden City Public Works to have Type C road salt delivered to the shop within 48 hours of a request. The Type C road salt is used during the winter months to de-ice the roads and make them safe for travel. This contract will allow South Ogden City to purchase up to 2000 tons of Type C road salt through October 31, 2022. Over the last few years South Ogden City has purchased on average between 1200-1500 tons of Type C road salt. This is the most cost effective way for South Ogden City to maintain a good level of road salt for use during the winter months. This is the second year to purchase salt through the cooperative state contract. Compass Minerals has been the vendor for South Ogden City for the past several years. This contract is a State of Utah contract and is very competitively priced. This contract can be extended yearly through August 31, 2026.

ANALYSIS

The State of Utah has completed the competitive bid process, this contract allows South Ogden City to participate and receive goods according to the contract. Please see the attached State Contract information.

SIGNIFICANT IMPACTS

Money has been budgeted for this agreement in the Streets budget.

ATTACHMENTS

Staff Request



PUBLIC WORKS

To: Jon Andersen

From: Josh Sully

Date: November 23, 2021

Re: Road Salt Purchasing Agreement

South Ogden City would like to purchase road salt through the State of Utah Cooperative Contract (contract # MA3773). This agreement will allow South Ogden City to purchase up to 2,000 tons of Type C road salt at the rate of \$20.27 per ton, plus the cost of freight at \$5.26 per ton, this will make the total purchasing price \$25.53 per ton. This price is approximately 2% higher than our previously negotiated price of \$25.17 per ton delivered. South Ogden City purchased salt last year under the State of Utah Cooperative Contract(MA1721).

Josh Sully
Streets Department Supervisor
South Ogden City Public Works Department

E jsully@southogdencity.gov
O 801-622-2905
F 801-622-2902
A 5590 South 600 East
South Ogden, UT 84403

RESOLUTION NO. 21-40

A RESOLUTION APPROVING AN AGREEMENT WITH COMPASS MINERALS FOR PURCHASE OF ROAD SALT; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 – RECITALS

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

WHEREAS, the City Council finds that in conformance with Utah Code (“UC”) §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 purchase of road salt for winter is an ongoing necessity within the city; and,

WHEREAS, the City Council finds that to ensure the effective and efficient utilization of city resources and to provide for safe utilization of city roadways during winter storms, that purchase of road salt is necessary and these actions are in the best interest of the city; and,

WHEREAS, the City Council finds that the state of Utah has solicited bids for road salt and the successful low bidder, and the purchase conditions, are set out in Attachment “A”; and,

WHEREAS, the City Council finds that the City is authorized under state law to “piggyback” this final state bid award, and execution of any required agreement between the city and the successful bidder in furtherance of these ends requires an authorized signature from the city; and,

WHEREAS, the City Council finds the City Manager is the chief administrative officer of the City and should be authorized to enter into such an agreement on behalf of the city; and,

WHEREAS, the City Council finds it is in the best interest of the city and its residents to enter into such an agreement with Compass Mineral for the purchase of this needed road salt,

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

The City Council Of South Ogden City, State Of Utah, Authorizes And

Approves The Entry Into A Purchase Agreement For Road Salt For The City's Road Surface Winter Maintenance Program With Compass Minerals In As Much As They Were The Successful Bidder Under The State Of Utah's Procurement Policies, As Set Out In **Attachment "A"**, And Since The City Is Authorized To "Piggyback" On This State Contract, And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To Any Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said Agreements; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

The foregoing recitals are fully incorporated.

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 any of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION 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 have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION V - DATE OF EFFECT

This Resolution shall be effective on the 7th day of December, 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 7th day of December, 2021.**

SOUTH OGDEN CITY

Russell Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 21-40

A Resolution Approving An Agreement With Compass Minerals For
Purchase Of Road Salt; Authorizing The City Manager To Sign Any And All
Necessary Documents; And Providing For An Effective Date

07 Dec 21

**Sold-To ("Buyer"):**

Josh Sully
South Ogden City
5590 S 600 E
Ogden, UT 84405

Date: November 10, 2021
Document: 179016
Tel: 801-622-2905
Fax: (801) 622-2902
Email: jsully@southogdencity.gov
Customer #: H12426
Preferred: Email

Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")

| Quantity (TN) | Delivery Location | Price Per Ton (USD) | |
|------------------|---|-----------------------------|---|
| 2,000 | City of South Ogden 5590 S 600 E Ogden, UT 84405 Destination #: H12427 Delivery Lead Time: 3 days | 25.53 Deliver w/o/Equipment | Depot: Ogden Product: BULK QWIKSALT (85051) Mode of Transport: DUMP (END OR BOTTOM) Distance: 8.1 Miles |

Seller and Buyer agree to use the terms of MA 3773 for the duration of this agreement.

Buyer commits to purchasing 0% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 0% (unless Seller has declined to deliver those tons).

Price(s) effective through Saturday, 01 Oct 2022

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will

Terms are NET 30 days from shipment with approved credit.

* This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.

* Delivered price(s) via dump and based on full truck load quantities.

* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.

* Product is for bulk end use only and is not intended for blending or packaging without prior consent.

* Applicable taxes extra

* Compass Minerals America Inc. has no obligation to store the Product after 01 Oct 2022, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Teresa Wilde

Name: _____

Compass Minerals America Inc.

Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

1. **PARTIES.** "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. **PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT.** Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. **DELAYS.** All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE.** Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.**
11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. **EXPORT CONTROLS AND REGULATION:** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.



Contract #: MA3773

STATE OF UTAH COOPERATIVE CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the Utah Division of Purchasing and the following Contractor:

Compass Minerals America Inc.

Name

PO Box 277043

Street Address

Atlanta

Georgia

30384

City

State

Zip

Vendor # 47263I Commodity Code #: 46160 Legal Status of Contractor: For-Profit Corporation

Contact Name: Teresa Wilde Phone Number: +1 800-323-1641 Email: highwaygroup@compassminerals.com

2. **CONTRACT PORTFOLIO NAME:** Road Salt.
3. **GENERAL PURPOSE OF CONTRACT:** Snow Removal.
4. **PROCUREMENT:** This contract is entered into as a result of the procurement process on FY21. Solicitation# RS21-102
5. **CONTRACT PERIOD:** Effective Date: Wednesday, September 01, 2021. Termination Date: Monday, August 31, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. **Administrative Fee (if any):** One Half of One Percent (or 0.50%).
7. **Prompt Payment Discount Details (if any):** N/A.
8. **ATTACHMENT A:** Standard Terms and Conditions for Goods
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
ATTACHMENT D: N/A
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #RS21-102.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DIVISION OF PURCHASING

Teresa Wilde
Contractor's signature

9/7/21
Date

CA
Director, Division of Purchasing

09/08/2021
Date

Teresa Wilde - Sales Manager
Type or Print Name and Title

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GOODS
STATE OF UTAH COOPERATIVE CONTRACTS**

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for goods meaning all things (including specially manufactured goods) which are tangible and usually movable. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users.

- 1. DEFINITIONS:** The following terms shall have the meanings set forth below:
- a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
 - b) **"Contract"** means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the Division and Contractor sign.
 - d) **"Contractor"** means the individual or entity delivering the Goods identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) **"Division"** means the State of Utah Division of Purchasing.
 - g) **"Eligible User(s)"** means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) **"End User Agreement"** means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) **"Goods"** means all types of tangible personal property (commodities), including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract. To the extent this Contract entails delivery or performance of services (including maintenance, installation, or product support), such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
 - j) **"Proposal"** means Contractor's response to the Division's Solicitation.
 - k) **"Solicitation"** means the documents used by the Division to obtain Contractor's Proposal.
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its departments, institutions, agencies, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
 - n) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
- 2. GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
- 4. RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.
- On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Goods ordered prior to date of termination. In no event shall the Division or Eligible Users be liable to the Contractor for compensation for any Good neither requested nor accepted by the Eligible Users. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Division or the Eligible Users for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- If a written notice is delivered, the Eligible User will reimburse Contractor for the Goods properly ordered until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SALES TAX EXEMPTION:** The Goods under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

15. **WARRANTY:** Contractor warrants, represents and conveys full ownership, and clear title, free of all liens and encumbrances to the Goods delivered to the Eligible Users under this Contract. Contractor warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Contractor made in its Proposal to the Solicitation; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified in the Proposal and the Solicitation; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects create no harm to persons or property; and (vi) the Goods are free of defects. Unless otherwise specified in the Contract, all Goods provided shall be new and unused of the latest model or design.

Remedies available to Eligible Users under this section include, but are not limited to, the following: Contractor will repair or replace Goods (at no charge to the Eligible User) within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Goods prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the Eligible User may otherwise have under this Contract.

16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
18. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions, and prices of this Contract.
19. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
20. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
21. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
22. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects, fraud, or Contractor's warranty obligations. Contractor's failure to provide the Goods by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping the Goods.
23. **REPORTS AND FEES:**
1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will

apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

| <u>Period End</u> | <u>Reports Due</u> |
|-------------------|--------------------|
| March 31 | April 30 |
| June 30 | July 31 |
| September 30 | October 31 |
| December 31 | January 31 |

4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
24. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
25. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Goods by the Eligible User.

If Contractor delivers nonconforming Goods, the Eligible User may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

26. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Goods to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
27. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Goods shall not be deemed an acceptance of the Goods and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.
28. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
29. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Goods, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
30. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property

Rights”) that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract (“Background IP”), and

3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the “Utilities”), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the “Residual IP”), even if embedded in the Custom Deliverables.
4. Custom Deliverables, not including Contractor’s Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor’s Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User’s and the State of Utah’s internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor’s scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User’s and the State of Utah’s internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor’s Intellectual Property Rights, in whole or in part.

31. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
32. **REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor’s non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor’s material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor’s liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Goods that do not conform to this Contract.
33. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party’s reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
34. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

35. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division’s sole discretion whether to provide approval, which approval must be done in writing.
36. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor’s job vacancies.
37. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
39. **ATTORNEY’S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney’s fees, incurred in connection with such action.
40. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of

stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice.

41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
43. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
44. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Goods.
45. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this **Contract**, which shall remain in full force and effect.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 15 April 2021)

Attachment B

Scope of Work

Eligible users will place orders using a best value determination. Quotes are not required but can be obtained if necessary. Developing a scope of work and getting a price for a project, season, or year is also allowable. As with all Statewide Cooperative Contracts, there is no guarantee of usage.

Awarded vendors must submit any annual price changes by June 15th each year.

Categories

All salt categories must be on the Clear Roads Qualified Product List found at

<https://clearroads.org/qualified-product-list/>.

Category 8B: Insoluble Material less than 10%, and Moisture less than 5%.

Category 4B: Corrosion Inhibited Solid Sodium Chloride – Modified Gradation (Corrosion Percent Effectiveness 31% to 85%)

Category 4C: Corrosion Inhibited Solid Sodium Chloride – Standard Gradation (Corrosion Percent Effectiveness 31% to 85%)

Category 8A-R: Standard Gradation, Road Salt, Insoluble Material less than 10%, and Moisture less than 0.5%.

Gradation: Meets the gradation located in the Clear Roads Guidance Document and Qualified Products List and/or the below gradation:

| Table 1 Salt Gradation | |
|------------------------|-----------------|
| Sieve Size | Percent Passing |
| 1/2" | 100 |
| 3/8" | 90-100 |
| #4 | 75-100 |
| #8 | 40-80 |
| #16 | 15-45 |
| #SO | 0-10 |

Chemical Constituents:

- A. Do not supply products containing constituents exceeding total concentration limits listed in table 2. Test according to methodology listed below. Measure base product concentration levels prior to anti-freeze or chemical adulterant addition all per the Clear Roads Guidance document.
- B. Chemical contaminant limit stated as parts per million (ppm) as listed in the Clear Roads testing standards.

| Table 2 Allowable Chemical Contaminants | |
|---|---------------------|
| Chemical | Concentration (ppm) |
| Arsenic | 5 |
| Barium | 100 |
| Cadmium | .20 |
| Chromium | 1 |

| | |
|------------|------|
| Copper | 1 |
| Lead | 1 |
| Mercury | .05 |
| Selenium | 5 |
| Zinc | 10 |
| Phosphorus | 2500 |
| Cyanide | .20 |

Test methods

Test methods to be conducted in accordance with the standards set forth in the Clear Roads Guidance Document.

Submittals

Submitted with product delivery, for each shipment, supply bill of lading showing:

- A. Type and grade of material
- B. Destination
- C. Consignee's name
- D. Date of Shipment
- E. Truck identification
- F. Net weight in English units
- G. Bill of Lading number
- H. Manufacturer

Quality Assurance

Quality Assurance Testing, and Price Adjustments. For quality assurance purposes and for price adjustment purposes, the following steps may be used by Eligible Users to determine out of compliance product and penalties:

- A. Upon delivery, station supervisor will inspect delivery for obvious out of compliance issues (e.g.; puddling or running water). If the product is in question, the station supervisor will contact vendor to cure the problem prior to next delivery.
- B. Second occurrence of obvious out of compliance issues will result in third party testing at vendor's site, which may result in price penalties if the test results show non-compliance.
- C. Third occurrence of obvious out of compliance issues will result in a cure or quit notification letter and possible termination of the entire contract.
- D. For the purpose of monitoring non-compliance, each delivery within a 7 day window, that is out of compliance will count as one occurrence.
- E. Testing will be performed by an independent third party laboratory. If the testing shows that the product was out of compliance, the cost of testing will be billed back to the supplier. If the testing shows that the product was in compliance, the State will absorb the cost of testing.

- F. The third party laboratory will test the Supplier's product. Tests may be performed for any or all of: Gradation, Moisture Content, or any other material property required by the specification suspected to be out of compliance.
- G. If any properties are found to not meet the requirements of the contract, the State may assess a payment penalty that will remain in effect until the date of the next test for those properties.
- H. Do not supply shipments contaminated with other materials; this may result in the rejection of the shipment, or a price reduction.

Testing Process

- A. If deemed necessary or after a second non-compliance event, testing will be scheduled by the State with an independent third party Testing Contractor.
- B. The Testing Contractor takes samples taken at Vendor's production facility (i.e. same location as for FOB purchases), and conducts tests on those samples.
- C. Tests to be conducted may be any or all of:
 - 1. Gradation
 - 2. Moisture Content
 - 3. Tests for any other material properties required by the contract, as deemed necessary.
- D. The Testing Contractor will send the results to the State entity requesting the test, as well as the vendor.
- E. The State entity calculates any price reduction based on the test results. If imposed, price penalties will be effective until the vendor can prove the product in question is in compliance.
- F. Vendor may request, in writing, subsequent sampling and testing of any or all items that were reported by the independent test. Vendor will bear full cost of such subsequent tests.
- G. The State will not automatically resample or retest product at any prescribed interval or frequency.

Price Adjustments

- A. Price Adjustment, Gradation: Downward 5% price adjustment assessed for materials outside the specified gradation.
- B. Price Adjustment, Moisture Content: 1 % downward price adjustment assessed for each full 1% moisture content over 4%. Round to the nearest full percentage. Example:
 - 1. 2.1% moisture delivered would not be reduced.
 - 2. 4.3% moisture delivered would not be reduced.
 - 3. 4.8% moisture delivered would be reduced by 1%.
- C. The Net Price Reduction will be applied per ton to all product delivered until a subsequent test shows a different result.
- D. Price Adjustment, General: products failing to meet any other specification requirements with an assessed 5% downward price adjustment. Price

adjustments will be computed based on the largest adjustment computed. Price adjustments for gradation, moisture content, and other material properties will not be cumulatively summed; the largest value will be used.

EXAMPLE:

A delivery lot meets the specification requirements for gradation and moisture content, but contains lead in excess of the allowable value indicated in the specification. The Net Price Reduction would be 5%.

Price Adjustment, Performance: Downward price adjustment in dollars per ton for supplying material failing to meet vendor-specified melting power, ice penetration, or corrosiveness values is computed by the following formulae:

Equation 1

For **melting power** performance below vendor-specified value,

Where $M_{proposed} > M_{actual}$

Price Reduction (R_{meit}), **percentage** = $100\% \left((M_{proposed} - M_{actual}) / M_{proposed} \right)$

Equation 2

For **ice penetration** performance below vendor-specified value,

Where $I_{proposed} > I_{actual}$

Price Reduction (R_{ice}), **percentage** = $100\% \left[(I_{proposed} - I_{actual}) / I_{proposed} \right]$

Equation 3

For **corrosiveness** performance below vendor-specified value,

Where $C_{proposed} > C_{actual}$

Price Reduction (R_{corr}), **percentage** = $100\% \left[(C_{proposed} - C_{actual}) / C_{proposed} \right]$

In each case, if the delivered product meets or exceeds the vendor-specified performance value, then the price reduction for that performance parameter is \$0.00.

For the Equations above, terms are defined as:

- A. $M_{proposed}$ = MELTING POWER PROPOSED: the total volume melt of vendor's product using SHRP H-205.1 at 5°F after one hour specified by the vendor at the time of bidding.
- B. M_{actual} = MELTING POWER ACTUAL: the actual total volume melt of vendor's product using SHRP H-205.1 at 5°F after one hour.
- C. $I_{proposed}$ = ICE PENETRATION PROPOSED: ice penetration of vendor's product in one hour using SHRP 205.3 at 20°F as specified by the vendor at the time of bidding.
- D. I_{actual} = ICE PENETRATION ACTUAL: the actual ice penetration of vendor's product in one hour using SHRP 205.3 at 20°F.
- E. $C_{proposed}$ = CORROSIVENESS INDEX PROPOSED: Corrosiveness Index, as defined herein, of the vendor's product, as specified by the vendor at the time of bidding.
- F. C_{actual} = CORROSIVENESS INDEX ACTUAL: The actual Corrosiveness Index, as

defined herein, of vendor's product.

- G. R = Percent reduction in price for not meeting vendor's proposed value.

The Net Price Reduction will be computed based on the largest adjustment computed. Price adjustments for gradation, moisture content, melting power (Rmelt), ice penetration (Rice), and corrosion (Rcorr) will not be cumulatively summed. Instead, the largest value of the five price adjustment components will be used, with a maximum total price adjustment of 20%.

EXAMPLE:

If Rcorr = \$0.72

Rmelt = \$0.00

Rice = \$1.32

Gradation Reduction = \$0.00

Moisture Content Reduction = \$0.33

Then Net Price Reduction = \$1.32

The Net Price Reduction will be applied per ton to all product delivered until the next test showing a different result.

Price Adjustment, General: the State may accept products failing to meet any other specification requirements with an assessed 5% downward price adjustment, in addition to any price adjustment imposed for gradation, moisture content, melting power, ice penetration, or corrosiveness. However, in no case will the total price adjustment exceed 20%.

Rejection

Any product may be rejected if it fails to conform to the specifications. If the product fails to meet specifications the State may, at its option, impose a price adjustment as described in paragraph 8, allow the contractor to replace the defective product, or cancel the contract. In no instance will the State pay any cost associated with the remedy for the defective product. The return shipment of refused product will be at the Contractor's expense at no additional cost to the State.

Delivery

Notify supervisor by telephone twenty-four hours prior to delivery. Unload material where directed. Butt loads against each other in such a manner as to occupy as small a total stockpile area as possible.

- A. End-users may pick up the salt by use of State/local government trucks or, by the use of a third party. Pick up schedules will have to be coordinated with the vendor.
- B. Delivery Methods:
 - 1. Delivery Method One: Deliver using end-dump trucks only. No Trailers.
 - 2. Delivery Method Two: Deliver using end-dump trucks, end-dump trucks with pups, or end-dump trailers.
 - 3. Delivery Method Three: Deliver using end-dumps, end-dumps with pups, end-dump trailers, walking trailers, belt dump trailers, or side dumps.
 - 4. Delivery Method Four: Deliver using end-dumps, end-dumps with pups, end-dump trailers, walking trailers, belt dump trailers, side dumps, or belly dumps.
 - 5. Delivery Method Five: Load state trucks F.O.B. at supplier's production facility, stockpile, railhead, or other designated location. Supplier specifies point of delivery in writing if other than normal place of business.
- C. Stockpiles: The method for stockpiling sodium chloride will be one of the following:
 - 1. Method I: Stockpile by butting loads - Build stockpiles at designated locations. Butt loads one against the other in such a manner as to occupy as small a total

stockpile area as possible. If equipment to keep the stockpile pushed up to cover an area no larger than a stockpile area produced by an end-dump. If Engineer is not satisfied with the stockpiling, supplier reshapes the stockpile to an acceptable configuration. If purchasing entity personnel reshape the stockpile, the cost of reshaping is deducted from the contract.

2. Method 2: Stockpile by supplier furnished loader - Build stockpiles at designated locations. Supplier places each load and load is "bucked up" using a supplier-furnished loader and operator. Stockpiles occupy as little space as possible and are bucked up to a uniform 10-foot height. If Engineer is not satisfied with the stockpiling, supplier reshapes the stockpile to an acceptable configuration. If purchasing entity personnel reshape stockpile, reshaping cost is deducted from the contract.
 3. Method 3: Stockpile by purchasing entity shaping pile- Build stockpile at designated locations. Purchasing entity shapes stockpile.
- D. Complete delivery of each order according to the following schedule for orders placed on or after October 31st:
1. Order size 400 tons or less: Complete delivery within two calendar days of order placement. **Example:** Order placed on December 1 is to be delivered by December 3.
 2. Order size 401 tons to 1000 tons: Begin delivery within two calendar days. Complete Delivery within four calendar days of order placement. **Example:** Order placed on December 1st Delivery to begin by December 3rd and completed by December 5th.
- E. Order size 1001tons or more: Begin delivery within two calendar days of order placement. Continue delivery at a rate of not less than 400 tons per day until complete. **Example:** Order placed on December. Delivery to begin by December 3 and to continue at a rate of 400 tons or more per day until complete.
- F. Complete delivery of each order according to the following schedule for orders placed prior to September 15th:
1. For any order placed prior to September 15, the Supplier has up to 14 days to complete delivery. **Example:** Order placed on August 1 Delivery should be completed by August 15.
 2. Ordering and Delivery Process:
 - a. Purchasing entity places order.
 - b. Minimum order size is one (1) truckload.
 - c. **Vendor maintains order-taking capability within the State of Utah.**
 - d. Vendor has twenty-four hour per day order taking.

- e. Vendor confirms order by email to purchasing entity placing order within eight (8) hours.
- 3. Vendor's confirmation contains:
 - a. Confirmation of total order quantity and destination
 - b. Estimated first load dispatch time and date
 - c. Type of delivery trucks (Dump truck, Dump truck with pup, etc.)
 - d. Scheduled order completion date and time
 - e. Delivery coordinator name and Utah telephone number

G. Order Details

- Orders placed before noon Mountain Time are considered to be placed the date of the order.
- Orders placed after noon Mountain Time are considered placed 8:00 AM the next calendar day.
- Delivery is deemed to start when the first load is dispatched AND the station supervisor is notified.
- Delivery is complete when the last load is dumped at the delivery location.
- Vendor calls station one hour or more prior to delivery.
- Vendor confirms end of delivery with email.

Attachment C Cost Sheet

All products refer to Clear Roads Qualified Products List.

The per mile charge is set at the state reimbursement rate of \$0.56 per mile. This rate is subject to change Per State Travel. It is allowable for a vendor to charge a lesser rate.

| | | | |
|-----------------|-------------------|-------------------------------|---|
| Vendor: | | Compass Minerals America Inc. | |
| Contact: | | Teresa Wilde | |
| Phone: | | 800-323-1641 | |
| Region 1 | | | |
| Category | Brand Name | Cost per Ton | Allowable state travel charge per mile |
| Category 8B | QwikSalt | \$20.27 | \$0.56 Per Mile |
| Category 4B | | | \$0.56 Per Mile |
| Category 4C | | | \$0.56 Per Mile |
| Category 8A-R | DriRox | \$50.57 | \$0.56 Per Mile |
| | | | |
| Region 2 | | | |
| Category | Brand Name | Cost per Ton | Allowable state travel charge per mile |
| Category 8B | QwikSalt | \$20.27 | \$0.56 Per Mile |
| Category 4B | | | \$0.56 Per Mile |
| Category 4C | | | \$0.56 Per Mile |
| Category 8A-R | DriRox | \$50.57 | \$0.56 Per Mile |
| | | | |
| Region 3 | | | |
| Category | Brand Name | Cost per Ton | Allowable state travel charge per mile |
| Category 8B | QwikSalt | \$20.27 | \$0.56 Per Mile |
| Category 4B | | | \$0.56 Per Mile |
| Category 4C | | | \$0.56 Per Mile |
| Category 8A-R | DriRox | \$50.57 | \$0.56 Per Mile |
| | | | |
| Region 4 | | | |

| Category | Brand Name | Cost per Ton | Allowable state travel charge per mile |
|---------------|------------|--------------|--|
| Category 8B | QwikSalt | \$20.27 | \$0.56 Per Mile |
| Category 4B | | | \$0.56 Per Mile |
| Category 4C | | | \$0.56 Per Mile |
| Category 8A-R | DriRox | \$50.57 | \$0.56 Per Mile |

| | | | |
|--|------------------------------------|--------------|--|
| | | | |
| Region 5 | | | |
| Category | Brand Name | Cost per Ton | Allowable state travel charge per mile |
| Category 8B | QwikSalt | \$20.27 | \$0.56 Per Mile |
| Category 4B | | | \$0.56 Per Mile |
| Category 4C | | | \$0.56 Per Mile |
| Category 8A-R | DriRox | \$50.57 | \$0.56 Per Mile |
| Cost per Ton by region and by category will be used to evaluate | | | |
| To be included in the contract but not considered in the cost calculation: | | | |
| Indicate if your firm will offer a discount for early pick up? (Pick up in the months of July - September). Indicate a Percent off Price per ton. | _____ 0% OFF early pick up per ton | | |
| Include a percent off catalog price for items not listed above. | _____ 0% OFF catalog items per ton | | |

ORDINANCE NO. 21-13

AN ORDINANCE OF THE CITY OF SOUTH OGDEN CITY, UTAH SETTING THE MEETING SCHEDULE FOR THE CITY COUNCIL FOR CY2021 AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION I - RECITALS:

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

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

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

WHEREAS, the City Council finds that in conformance with UC §10-3-502, the governing body shall by ordinance prescribe the time and place for holding its regular meeting which shall be held at least once each month; and,

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that the following meeting schedule is established for South Ogden City:

| <u>Body</u> | <u>When</u> | <u>Time</u> |
|--------------|---|-------------|
| City Council | 1 st & 3 rd Tuesday of each month | 6:00 p.m. |

The foregoing recitals are fully incorporated.

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

All orders, ordinances and resolutions regarding the changes enacted and adopted which

have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part, repealed.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - SAVINGS CLAUSE:

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

SECTION V - DATE OF EFFECT

This Ordinance shall be effective on the 7th day of December, 2021, and after publication or posting as required by law.

PASSED, ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 7th day of December, 2021.

SOUTH OGDEN CITY, a municipal corporation

by: _____
Mayor Russell Porter

Attested and recorded

Leesa Kapetanov, CMC
City Recorder