



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

**TUESDAY, APRIL 5, 2022**

**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, April 5, 2022. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the EOC. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing, wearing of masks, and number of people allowed to gather 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](https://www.facebook.com/southogdencity).

## **WORK SESSION AGENDA**

**I. CALL TO ORDER – Mayor Pro Tem Brent Strate**

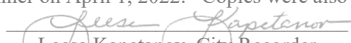
**II. REVIEW OF AGENDA**

**III. DISCUSSION ITEMS**

- A. Financial Update**
- B. Use of ARPA Funds**

**IV. ADJOURN**

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website ([southogdencity.gov](https://southogdencity.gov)) and emailed to the Standard Examiner on April 1, 2022. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.

# South Ogden City Financial Update February 28, 2022 - Period #08

## General Fund Revenues:

	Adopted Budget	Current Budget	Y-T-D Actual	%age
Tax Revenue	10,441,105	10,441,105	7,524,314	72.1%
Licenses & Permits	223,222	223,222	349,586	156.6%
Intergovernmental	1,170,392	1,170,392	499,180	42.7%
Recreation & Plng.	152,058	152,058	287,215	188.9%
Fines & Forfeitures	396,848	396,848	244,884	61.7%
Miscellaneous Rev.	239,480	239,524	187,141	78.1%
Charges & Transfers	3,064,623	3,064,623	571,272	18.6%
<b>Total Budgeted Revenues</b>	<b>15,687,728</b>	<b>15,687,772</b>	<b>9,663,592</b>	<b>61.6%</b>

## General Fund Expenditures:

Council	92,339	92,339	62,331	67.5%
Legal	119,443	119,443	41,904	35.1%
Court	398,721	398,721	213,484	53.5%
Administration	877,985	877,985	560,368	63.8%
Non-Departmental	1,276,793	1,276,837	480,705	37.6%
Elections	13,100	13,100	8,183	0.0%
Bldg. & Grounds	259,403	259,403	119,043	45.9%
Planning & Zoning	88,967	88,967	66,237	74.5%
Police	3,594,237	3,594,237	2,319,906	64.5%
Fire	2,513,733	2,513,733	1,706,339	67.9%
Inspection	147,459	147,459	101,592	68.9%
Streets	1,183,384	1,183,384	699,823	59.1%
Parks	1,755,261	1,755,261	466,210	26.6%
Recreation	293,575	293,575	174,894	59.6%
Transfers	3,073,328	3,073,328	1,520,888	49.5%
<b>Total Budgeted Expenditures</b>	<b>15,687,728</b>	<b>15,687,772</b>	<b>8,541,905</b>	<b>54.4%</b>

## Revenue over Expenditures:

\$1,121,686.74

**\*\* 67% of the fiscal year has elapsed**

**June 30, 2021 Non-committed ending fund balance:**

\$1,289,929.26

SOUTH OGDEN CITY CORPORATION  
COMBINED CASH INVESTMENT  
FEBRUARY 28, 2022

COMBINED CASH ACCOUNTS

01-11110	CASH - CHECKING- BANK OF UTAH	1,404,889.90
01-11115	CASH - XPRESS DEPOSIT ACCOUNT	148,187.94
01-11118	WFB - AMBULANCE ACCT.	31,973.86
01-11160	PETTY CASH	450.00
01-11400	RETURN CHECK CLEARING	( 28.47)
01-11510	INVESTMENTS-STATE TREAS #0579	16,072,185.73
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	TOTAL COMBINED CASH	17,657,658.96
01-10100	CASH ALLOCATED TO OTHER FUNDS	( 17,657,658.96)
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TOTAL UNALLOCATED CASH		.00
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CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	5,118,688.82
12	ALLOCATION TO SOUTH OGDEN DAYS FUND	75,146.28
31	ALLOCATION TO DEBT SERVICE FUND	693,602.53
40	ALLOCATION TO CAPITAL IMPROVEMENTS	4,736,617.87
51	ALLOCATION TO WATER FUND	2,743,679.98
52	ALLOCATION TO SANITARY SEWER	2,537,328.53
53	ALLOCATION TO STORM DRAIN FUND	1,511,290.77
54	ALLOCATION TO GARBAGE FUND	273,734.91
58	ALLOCATION TO AMBULANCE FUND	( 344,242.86)
61	ALLOCATION TO COMMUNITY DEVELOPMNT & RENEWAL	68,560.61
66	ALLOCATION TO CRA - YOUNG MAZDA PROJECT AREA	56,891.26
67	ALLOCATION TO CDRA - NW PROJECT AREA	197,707.38
68	ALLOCATION TO CITY CENTER CRA PROJECT	( 99,713.85)
85	ALLOCATION TO CDRA HINCKLEY HOUSING FUND	88,366.73
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	TOTAL ALLOCATIONS TO OTHER FUNDS	17,657,658.96
	ALLOCATION FROM COMBINED CASH FUND - 01-10100	( 17,657,658.96)
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ZERO PROOF IF ALLOCATIONS BALANCE		.00
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SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

GENERAL FUND

ASSETS

10-10100	CASH - COMBINED FUND	5,118,688.82	
10-11510	ZIONS LEASE ESCROW	865,947.10	
10-13100	ACCOUNTS RECEIVABLE - OTHER	341.20	
10-13310	FY 2022 ACCOUNTS RECEIVABLE	1,024,600.00	
10-14225	DUE FROM CDRA HINCKLEY	225,000.00	
10-14230	DUE FROM CDRA	29,730.62	
10-15120	PREPAID EXPENSES	153,037.31	
	TOTAL ASSETS		7,417,345.05

LIABILITIES AND EQUITY

LIABILITIES

10-21300	ACCOUNTS PAYABLE	354,818.32	
10-21400	CREDIT CARD PAYABLE	94,703.52	
10-21600	REVENUE COLLECTED IN ADVANCE	1,981,032.00	
10-22125	SICK LEAVE BANK LIABILITY	10,000.00	
10-22230	STATE WITHHOLDING PAYABLE	21,331.04	
10-22245	WORKERS COMP PAYABLE	119,173.75	
10-22260	UNION DUES PAYABLE	1,710.96	
10-22276	UNITED WAY PAYABLE	48.00	
10-22277	MISC P/R DEDUCT	135.92	
10-22278	WASH NATN'L INS PAYABLE	922.60	
10-22280	AFLAC/COLONIAL INS. PAYABLE	123.80	
10-22281	DENTAL INSURANCE PAYABLE	265.57	
10-22282	HEALTH INSURANCE PAYABLE	86,620.90	
10-22283	EYEMED VISION PAYABLE	647.03	
10-22284	GLOBE LIFE INS PAYABLE	346.47	
10-22285	GARNISHMENTS PAYABLE	2,170.29	
10-22290	DISABILITY PAYABLE	1,495.64	
10-22291	LIFE INSURANCE PAYABLE	11.18	
10-23110	RECREATION SCHOLARSHIP FUND	1,200.00	
10-23115	FOOTBALL EQUIPMENT DEPOSIT	570.00	
10-23240	PERMIT FEES DUE STATE	1,541.72	
10-23250	ZIONS LEASE ESCROW PAYABLE	865,000.00	
10-23260	BAIL HELD IN TRUST PAYABLE	14,441.01	
10-24210	DUE TO WATER FUND	297,473.57	
10-24220	DUE TO SEWER FUND	237,978.85	
10-25310	STREET PAYMENTS BY DEVELOPERS	5,406.57	
	TOTAL LIABILITIES		4,099,168.71

FUND EQUITY

10-28100	RESERVED FUND BAL-CLASS C ROAD	256,901.46
10-28105	RESERVED LIQUOR FUNDS	4,063.17



SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

GENERAL FUND

UNAPPROPRIATED FUND BALANCE:			
10-29800	FUND BALANCE-BEGINNING OF YEAR	1,289,929.26	
10-29805	RESTRICTED FUND BAL - LEAVE	645,595.71	
	REVENUE OVER EXPENDITURES - YTD	1,121,686.74	
BALANCE - CURRENT DATE		3,057,211.71	
TOTAL FUND EQUITY			3,318,176.34
TOTAL LIABILITIES AND EQUITY			7,417,345.05

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUE</u>					
10-31-100 PROPERTY TAX COLLECTIONS CY	429,845.23	2,637,086.59	3,774,999.00	1,137,912.41	69.9
10-31-105 PROP 1 TAX INCREMENT	50,538.72	293,850.36	373,300.00	79,449.64	78.7
10-31-200 PROPERTY TAX - DELINQUENT	2,954.66	46,807.08	63,266.00	16,458.92	74.0
10-31-250 MOTOR VEHICLE & PERSONAL PROP.	23,386.90	142,577.25	213,664.00	71,086.75	66.7
10-31-300 GENERAL SALES AND USE TAXES	405,685.03	3,340,565.82	4,503,597.00	1,163,031.18	74.2
10-31-400 UTILITY FRANCHISE FEE	30,936.36	254,879.39	392,048.00	137,168.61	65.0
10-31-500 FRANCHISE TAX	19,864.13	160,785.66	253,400.00	92,614.34	63.5
10-31-550 MUNICIPAL ENERGY USE TAX	86,150.31	647,762.00	866,831.00	219,069.00	74.7
TOTAL TAX REVENUE	1,049,361.34	7,524,314.15	10,441,105.00	2,916,790.85	72.1
<u>LICENSES &amp; PERMITS</u>					
10-32-100 BUSINESS LICENSES	13,544.50	91,982.50	102,108.00	10,125.50	90.1
10-32-200 BUILDING PERMITS	147,650.45	236,269.50	83,313.00	( 152,956.50)	283.6
10-32-300 ANIMAL LICENSES	1,482.00	5,461.95	11,366.00	5,904.05	48.1
10-32-325 MICRO-CHIPPING FEES	.00	1,160.00	930.00	( 230.00)	124.7
10-32-350 ANIMAL ADOPTIONS	1,530.00	10,810.00	19,118.00	8,308.00	56.5
10-32-375 ANIMAL SHELTER FEES	.00	3,902.00	6,387.00	2,485.00	61.1
TOTAL LICENSES & PERMITS	164,206.95	349,585.95	223,222.00	( 126,363.95)	156.6
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-150 STATE LIQUOR FUND ALLOTMENT	1,700.00	13,753.55	19,906.00	6,152.45	69.1
10-33-600 STATE/LOCAL GRANTS	5,123.00	22,045.59	475,899.00	453,853.41	4.6
10-33-900 CLASS "C" ROAD FUND ALLOTMENT	56,000.00	428,224.49	625,346.00	197,121.51	68.5
10-33-925 RESOURCE OFFICER CONTRACT	.00	35,156.25	49,241.00	14,084.75	71.4
TOTAL INTERGOVERNMENTAL REVENUE	62,823.00	499,179.88	1,170,392.00	671,212.12	42.7

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>RECREATION &amp; PLANNING FEES</u>					
10-34-200 BASEBALL REVENUE	2,910.00	3,205.00	1,840.00	( 1,365.00)	174.2
10-34-250 SOCCER	775.00	2,515.00	1,642.00	( 873.00)	153.2
10-34-300 SPIKE/KICKBALL FEES	.00	.00	90.00	90.00	.0
10-34-350 BASKETBALL FEES	.00	17,162.00	14,628.00	( 2,534.00)	117.3
10-34-352 COMP YOUTH BASKETBALL	.00	65,360.00	59,285.00	( 6,075.00)	110.3
10-34-354 COMP ADULT BASKETBALL	400.00	7,585.00	.00	( 7,585.00)	.0
10-34-375 FLAG FOOTBALL	.00	3,042.93	2,440.00	( 602.93)	124.7
10-34-450 VOLLEYBALL REGISTRATION	.00	4,537.24	790.00	( 3,747.24)	574.3
10-34-500 FOOTBALL	.00	3,677.00	10,910.00	7,233.00	33.7
10-34-505 FOOTBALL APPAREL	.00	3,100.00	1,222.00	( 1,878.00)	253.7
10-34-550 TENNIS / PICKLEBALL	.00	280.00	400.00	120.00	70.0
10-34-700 PLAN CHECK FEE	95,159.32	144,445.64	33,890.00	( 110,555.64)	426.2
10-34-725 ENGINEERING REVIEW FEES	.00	8,816.51	.00	( 8,816.51)	.0
10-34-726 ZONING/SUBDIVISION FEES	1,600.00	4,920.00	4,268.00	( 652.00)	115.3
10-34-750 STREET CUT FEE	.00	3,923.50	7,298.00	3,374.50	53.8
10-34-850 BOWERY RENTAL	.00	1,750.00	300.00	( 1,450.00)	583.3
10-34-875 SEX OFFENDER REGISTRATION FEE	25.00	400.00	425.00	25.00	94.1
10-34-900 PUBLIC SAFETY REPORTS	1,955.00	12,495.00	12,630.00	135.00	98.9
TOTAL RECREATION & PLANNING FEES	102,824.32	287,214.82	152,058.00	( 135,156.82)	188.9
<u>FINES &amp; FORFEITURES</u>					
10-35-200 FINES- REGULAR	39,453.15	243,184.28	390,248.00	147,063.72	62.3
10-35-300 ALARM FINES/PERMITS	150.00	1,700.00	6,600.00	4,900.00	25.8
TOTAL FINES & FORFEITURES	39,603.15	244,884.28	396,848.00	151,963.72	61.7
<u>MISCELLANEOUS REVENUE</u>					
10-36-100 INTEREST	4,272.49	17,823.31	58,622.00	40,798.69	30.4
10-36-105 CASH OVER/SHORT	.00	( 45.28)	.00	45.28	.0
10-36-200 SUB 4 SANTA	.00	20.00	.00	( 20.00)	.0
10-36-400 SALES OF FIXED ASSETS	.00	298.80	.00	( 298.80)	.0
10-36-500 75TH ANNIVERSARY SALES	.00	20.00	.00	( 20.00)	.0
10-36-601 DONATIONS TO SOUTH OGDEN CITY	110.00	3,710.00	.00	( 3,710.00)	.0
10-36-700 CONTRACTUAL AGREEMENT REVENUE	7,250.97	132,603.22	167,033.00	34,429.78	79.4
10-36-900 MISC. REVENUE	14,739.89	32,710.99	13,844.00	( 18,866.99)	236.3
10-36-950 TRAFFIC SCHOOL	.00	.00	25.00	25.00	.0
TOTAL MISCELLANEOUS REVENUE	26,373.35	187,141.04	239,524.00	52,382.96	78.1

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGE FOR SERVICE &amp; TRANSFERS</u>					
10-39-150 LEASE FINANCING	.00	.00	583,900.00	583,900.00	.0
10-39-242 TRANSFER IN FROM SEWER FUND	.00	.00	11,043.00	11,043.00	.0
10-39-244 TRANSFER IN FROM STORM DRAIN	.00	.00	15,950.00	15,950.00	.0
10-39-250 TRANSFER IN FROM WATER FUND	.00	.00	57,668.00	57,668.00	.0
10-39-350 CHARGE FOR SERVICE - CDRA	421.00	3,368.00	5,502.00	2,134.00	61.2
10-39-400 CHARGE FOR SERVICE - WATER FND	22,389.00	179,112.00	268,670.00	89,558.00	66.7
10-39-410 CHARGE FOR SERVICE - SEWER FND	19,235.00	153,880.00	230,822.00	76,942.00	66.7
10-39-420 CHARGE FOR SVC - STORM DRN FND	15,675.00	125,400.00	188,110.00	62,710.00	66.7
10-39-430 CHARGE FOR SERVICE - GRBGE FND	8,142.00	65,136.00	97,711.00	32,575.00	66.7
10-39-440 CHARGE FOR SERVICE - AMB FND	5,547.00	44,376.00	66,568.00	22,192.00	66.7
10-39-700 APPROPRIATED FUND BAL-CLASS C	.00	.00	50,000.00	50,000.00	.0
10-39-800 APPROPRIATED FUND BALANCE	.00	.00	1,488,679.00	1,488,679.00	.0
 TOTAL CHARGE FOR SERVICE & TRANSFER	 71,409.00	 571,272.00	 3,064,623.00	 2,493,351.00	 18.6
  TOTAL FUND REVENUE	  1,516,601.11	  9,663,592.12	  15,687,772.00	  6,024,179.88	  61.6

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
10-41-110 SALARIES AND WAGES	5,429.75	43,311.93	65,241.00	21,929.07	66.4
10-41-130 EMPLOYEE BENEFITS	790.50	6,372.08	7,840.00	1,467.92	81.3
10-41-210 BOOKS, SUBSCRIP.& MEMBERSHIPS	.00	11,297.91	11,297.00	(.91)	100.0
10-41-230 TRAVEL & TRAINING	.00	1,348.88	6,676.00	5,327.12	20.2
10-41-240 SUPPLIES	.00	.00	514.00	514.00	.0
10-41-700 SMALL EQUIPMENT	.00	.00	771.00	771.00	.0
TOTAL COUNCIL	6,220.25	62,330.80	92,339.00	30,008.20	67.5
<u>LEGAL DEPARTMENT</u>					
10-42-110 SALARIES AND WAGES	1,348.95	9,916.80	19,937.00	10,020.20	49.7
10-42-130 EMPLOYEE BENEFITS	105.93	807.33	1,526.00	718.67	52.9
10-42-210 BOOKS, SUBSCRIPTIONS & MEMBER	.00	.00	1,027.00	1,027.00	.0
10-42-230 TRAVEL & TRAINING	.00	.00	514.00	514.00	.0
10-42-240 SUPPLIES	.00	.00	514.00	514.00	.0
10-42-280 TELEPHONE	.00	.00	925.00	925.00	.0
10-42-310 OUTSIDE LEGAL COUNSEL	2,760.00	13,680.00	65,000.00	51,320.00	21.1
10-42-320 PROSECUTORIAL FEES	2,500.00	17,500.00	30,000.00	12,500.00	58.3
TOTAL LEGAL DEPARTMENT	6,714.88	41,904.13	119,443.00	77,538.87	35.1
<u>COURT DEPARTMENT</u>					
10-43-110 SALARIES & WAGES	13,247.83	106,594.49	165,326.00	58,731.51	64.5
10-43-130 EMPLOYEE BENEFITS	4,341.77	37,680.51	57,179.00	19,498.49	65.9
10-43-210 BOOKS, SUBSCRIPTIONS, & MBRSHIP	.00	108.38	514.00	405.62	21.1
10-43-230 TRAVEL & TRAINING	.00	.00	1,541.00	1,541.00	.0
10-43-240 OFFICE SUPPLIES	578.50	2,709.56	3,054.00	344.44	88.7
10-43-275 STATE SURCHARGE	7,247.45	59,773.81	123,092.00	63,318.19	48.6
10-43-280 TELEPHONE	25.00	175.00	309.00	134.00	56.6
10-43-300 PUBLIC DEFENDER FEES	.00	3,800.00	15,405.00	11,605.00	24.7
10-43-305 WASATCH CONSTABLE CONTRACT	252.00	949.00	26,702.00	25,753.00	3.6
10-43-310 PROFESSIONAL & TECHNICAL	49.90	1,462.92	3,595.00	2,132.08	40.7
10-43-329 COMPUTER REPAIRS	.00	.00	257.00	257.00	.0
10-43-330 WITNESS FEES	.00	.00	1,438.00	1,438.00	.0
10-43-700 SMALL EQUIPMENT	.00	229.99	309.00	79.01	74.4
TOTAL COURT DEPARTMENT	25,742.45	213,483.66	398,721.00	185,237.34	53.5

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-44-110 SALARIES AND WAGES	45,349.37	355,399.00	546,813.00	191,414.00	65.0
10-44-130 EMPLOYEE BENEFITS	17,455.67	145,001.29	213,495.00	68,493.71	67.9
10-44-210 BOOKS, SUBSCRIPTIONS & MEMBER	195.00	3,102.80	4,108.00	1,005.20	75.5
10-44-230 TRAVEL & TRAINING	106.40	4,739.49	19,000.00	14,260.51	24.9
10-44-240 OFFICE SUPPLIES & MISCELL	259.70	1,187.04	6,676.00	5,488.96	17.8
10-44-247 CAR ALLOWANCE	567.00	3,969.00	6,988.00	3,019.00	56.8
10-44-248 VEHICLE MAINTENANCE	.00	.00	514.00	514.00	.0
10-44-280 TELEPHONE	410.08	2,604.40	5,115.00	2,510.60	50.9
10-44-300 GAS	.00	257.09	771.00	513.91	33.4
10-44-310 PROFESSIONAL & TECHNICAL	187.15	10,739.11	22,771.00	12,031.89	47.2
10-44-329 COMPUTER REPAIRS	.00	.00	257.00	257.00	.0
10-44-600 SERVICE CHARGES	4,094.81	31,139.49	48,948.00	17,808.51	63.6
10-44-700 SMALL EQUIPMENT	.00	45.42	2,529.00	2,483.58	1.8
10-44-750 CAPITAL OUTLAY	.00	2,183.76	.00	( 2,183.76)	.0
 TOTAL ADMINISTRATION	 68,625.18	 560,367.89	 877,985.00	 317,617.11	 63.8

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
10-49-130 RETIREMENT BENEFITS	2.29	17,824.83	24,705.00	6,880.17	72.2
10-49-220 PUBLIC NOTICES	.00	1,171.20	5,135.00	3,963.80	22.8
10-49-250 UNEMPLOYMENT	.00	2,423.32	2,054.00	( 369.32)	118.0
10-49-255 OGDEN WEBER CHAMBER FEES	.00	.00	3,081.00	3,081.00	.0
10-49-260 WORKERS COMPENSATION	.00	53,372.96	85,485.00	32,112.04	62.4
10-49-290 CITY POSTAGE	.00	.00	55,972.00	55,972.00	.0
10-49-291 NEWSLETTER PRINTING	657.15	5,366.53	8,319.00	2,952.47	64.5
10-49-310 AUDITORS	.00	11,330.00	15,865.00	4,535.00	71.4
10-49-320 PROFESSIONAL & TECHNICAL	5,682.55	60,666.65	100,810.00	40,143.35	60.2
10-49-321 I/T SUPPLIES	360.00	360.00	3,081.00	2,721.00	11.7
10-49-322 COMPUTER CONTRACTS	149.50	56,277.77	72,298.00	16,020.23	77.8
10-49-323 CITY-WIDE TELEPHONE	2,094.12	5,233.80	5,854.00	620.20	89.4
10-49-324 CITY-WIDE INTERNET	.00	3,890.25	6,532.00	2,641.75	59.6
10-49-329 SERVER REPAIRS	.00	.00	5,135.00	5,135.00	.0
10-49-400 UNRESERVED	.00	.00	360,302.00	360,302.00	.0
10-49-430 SALES TAX ADMIN FEE	3,404.81	17,399.68	27,551.00	10,151.32	63.2
10-49-450 HOMELESS SHELTER STATE FEE	3,206.54	17,739.32	32,767.00	15,027.68	54.1
10-49-500 CITY SAFETY/WEELNESS PROGRAM	.00	1,801.94	12,324.00	10,522.06	14.6
10-49-510 INSURANCE	12,237.00	111,115.17	189,995.00	78,879.83	58.5
10-49-515 CITY DONATIONS	.00	3,653.00	4,155.00	502.00	87.9
10-49-520 EMPLOYEE ASSISTANCE PLAN	340.00	2,720.00	3,698.00	978.00	73.6
10-49-550 COVID - 19/ CARES ACT	.00	3,802.10	.00	( 3,802.10)	.0
10-49-596 HOLIDAY DINNER	.00	.00	5,649.00	5,649.00	.0
10-49-597 EMPLOYEE RECOGNITION PROG	.00	1,380.76	10,270.00	8,889.24	13.4
10-49-598 OFFH	.00	4,057.01	6,314.00	2,256.99	64.3
10-49-599 EASTER EGG HUNT	.00	.00	3,081.00	3,081.00	.0
10-49-600 COMMUNITY PROGRAMS	73.15	3,908.45	6,208.00	2,299.55	63.0
10-49-605 CONTINUING EDUCATION	.00	4,900.67	7,189.00	2,288.33	68.2
10-49-607 SOBA	.00	.00	1,233.00	1,233.00	.0
10-49-610 GOVERNMENT IMMUNITY	.00	.00	6,676.00	6,676.00	.0
10-49-700 SMALL EQUIPMENT	.00	.00	2,054.00	2,054.00	.0
10-49-750 CAPITAL OUTLAY	.00	90,309.32	203,045.00	112,735.68	44.5
TOTAL NON-DEPARTMENTAL	28,207.11	480,704.73	1,276,837.00	796,132.27	37.7
<u>ELECTIONS</u>					
10-50-240 SUPPLIES	.00	8,183.30	13,100.00	4,916.70	62.5
TOTAL ELECTIONS	.00	8,183.30	13,100.00	4,916.70	62.5

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING AND GROUNDS</u>					
10-51-263 FIRE STATION #82 UTILITIES	1,014.32	4,539.92	8,216.00	3,676.08	55.3
10-51-264 STATION #82 MAINTENANCE	.00	1,046.14	2,054.00	1,007.86	50.9
10-51-265 CLEANING CONTRACT	1,299.50	10,683.18	27,729.00	17,045.82	38.5
10-51-266 ELEVATOR MAINTENANCE	.00	4,828.86	12,068.00	7,239.14	40.0
10-51-270 NEW CITY HALL MAINTENANCE	2,348.77	15,423.30	30,810.00	15,386.70	50.1
10-51-275 NEW CITY HALL UTILITIES	6,089.13	45,249.71	118,445.00	73,195.29	38.2
10-51-750 CAPITAL OUTLAY	.00	37,271.93	60,081.00	22,809.07	62.0
TOTAL BUILDING AND GROUNDS	10,751.72	119,043.04	259,403.00	140,359.96	45.9
<u>PLANNING &amp; ZONING</u>					
10-52-120 COMMISSION ALLOWANCE	.00	2,900.00	6,471.00	3,571.00	44.8
10-52-210 BOOKS, SUBSCRIP, MEMBERSHIPS	.00	18.00	257.00	239.00	7.0
10-52-230 TRAVEL & TRAINING	.00	.00	514.00	514.00	.0
10-52-310 PROFESSIONAL & TECHNICAL SERVI	9,038.24	63,318.62	77,025.00	13,706.38	82.2
10-52-330 GENERAL PLAN REVISION	.00	.00	4,700.00	4,700.00	.0
TOTAL PLANNING & ZONING	9,038.24	66,236.62	88,967.00	22,730.38	74.5



SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE SERVICES</u>					
10-55-110 FULL TIME WAGES - POLICE	140,773.47	1,182,125.38	1,782,182.00	600,056.62	66.3
10-55-111 PART TIME WAGES - POLICE	956.42	9,486.26	38,947.00	29,460.74	24.4
10-55-112 OVERTIME WAGES - POLICE	1,340.08	32,226.90	38,508.00	6,281.10	83.7
10-55-115 ANIMAL CONTROL WAGES	3,913.13	33,264.30	49,670.00	16,405.70	67.0
10-55-116 CROSSING GUARDS	1,288.01	8,487.36	24,330.00	15,842.64	34.9
10-55-130 BENEFITS - POLICE	86,094.71	740,282.09	1,126,628.00	386,345.91	65.7
10-55-131 WTC - A/C CONTRACT	5,647.06	46,453.87	58,615.00	12,161.13	79.3
10-55-132 LIQUOR FUNDS EXPENDITURES	80.00	444.41	23,197.00	22,752.59	1.9
10-55-150 DEATH BENEFIT INS. - POLICE	.00	183.54	2,460.00	2,276.46	7.5
10-55-210 MBRSHPS, BKS & SUB - POLICE	60.00	6,998.96	7,028.00	29.04	99.6
10-55-230 TRAVEL & TRAINING - POLICE	1,873.60	4,700.64	15,919.00	11,218.36	29.5
10-55-240 OFFICE SUPPLIES - POLICE	.00	2,469.24	6,162.00	3,692.76	40.1
10-55-245 CLOTHING CONTRACT - POLICE	415.00	3,985.17	20,540.00	16,554.83	19.4
10-55-246 SPECIAL DEPT SUPPLIES - POLICE	308.60	5,900.60	14,028.00	8,127.40	42.1
10-55-247 ANIMAL CONTROL COSTS	429.99	13,666.68	6,824.00	( 6,842.68)	200.3
10-55-248 VEHICLE MAINTENANCE - POLICE	226.47	9,388.77	19,513.00	10,124.23	48.1
10-55-250 EQUIPMENT MAINTENANCE - POLICE	.00	.00	2,054.00	2,054.00	.0
10-55-280 TELEPHONE/INTERNET - POLICE	1,823.48	10,838.01	23,108.00	12,269.99	46.9
10-55-300 GAS	.00	42,048.75	55,458.00	13,409.25	75.8
10-55-310 PROFESSIONAL & TECH - POLICE	971.44	12,648.62	28,936.00	16,287.38	43.7
10-55-323 MDT/RADIO REPAIRS	.00	339.27	3,168.00	2,828.73	10.7
10-55-329 COMPUTER REPAIRS - POLICE	.00	678.50	1,438.00	759.50	47.2
10-55-350 CRIME SCENE INVESTIGATIONS	.00	35,373.00	35,379.00	6.00	100.0
10-55-400 WEBER/MORGAN STRIKE FORCE	.00	17,063.00	17,609.00	546.00	96.9
10-55-450 K-9	.00	360.75	2,054.00	1,693.25	17.6
10-55-470 COMMUNITY EDUCATION/PROGRAMS	.00	.00	1,027.00	1,027.00	.0
10-55-649 LEASE INTEREST/TAXES	.00	8,476.63	.00	( 8,476.63)	.0
10-55-650 LEASE PAYMENTS - POLICE	.00	78,585.06	40,000.00	( 38,585.06)	196.5
10-55-700 SMALL EQUIPMENT - POLICE	.00	( 1,452.41)	8,464.00	9,916.41	( 17.2)
10-55-750 CAPITAL OUTLAY - POLICE	.00	14,882.45	140,991.00	126,108.55	10.6
TOTAL POLICE SERVICES	246,201.46	2,319,905.80	3,594,237.00	1,274,331.20	64.6

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE PROTECTION</u>					
10-57-110 SALARIES & WAGES	98,715.80	795,613.60	1,275,954.00	480,340.40	62.4
10-57-111 PART TIME WAGES	15,554.97	127,954.44	196,685.00	68,730.56	65.1
10-57-112 OVERTIME	25,272.06	167,484.46	103,022.00	( 64,462.46)	162.6
10-57-130 EMPLOYEE BENEFITS	54,865.85	450,261.46	600,020.00	149,758.54	75.0
10-57-210 MEMBERSHIPS, BOOKS & SUBSCRPTN	69.00	814.80	2,517.00	1,702.20	32.4
10-57-230 TRAVEL & TRAINING	646.98	8,063.58	9,243.00	1,179.42	87.2
10-57-240 OFFICE SUPPLIES & EXPENSE	.00	599.54	2,054.00	1,454.46	29.2
10-57-245 CLOTHING CONTRACT	5,951.00	15,622.96	23,621.00	7,998.04	66.1
10-57-246 SPECIAL DEPARTMENT SUPPLIES	340.34	6,743.67	16,689.00	9,945.33	40.4
10-57-250 VEHICLE MAINTENANCE	319.65	25,144.26	23,621.00	( 1,523.26)	106.5
10-57-255 OTHER EQUIPMENT MAINTENANCE	2,981.50	5,723.63	10,270.00	4,546.37	55.7
10-57-280 TELEPHONE/INTERNET	347.26	6,205.19	9,540.00	3,334.81	65.0
10-57-300 GAS	.00	14,074.00	12,324.00	( 1,750.00)	114.2
10-57-310 PROFESSIONAL & TECHNICAL	1,648.87	9,039.23	12,533.00	3,493.77	72.1
10-57-330 FIRE PREVENTION/ COMMUNITY EDU	.00	.00	1,541.00	1,541.00	.0
10-57-400 EMERGENCY MANAGEMENT PLANNING	257.11	2,074.57	6,162.00	4,087.43	33.7
10-57-649 LEASE INTEREST/TAXES	.00	3,591.15	14,978.00	11,386.85	24.0
10-57-650 LEASE PAYMENTS	.00	32,469.52	137,876.00	105,406.48	23.6
10-57-700 SMALL EQUIPMENT	.00	2,359.13	14,769.00	12,409.87	16.0
10-57-750 CAPITAL OUTLAY	.00	32,500.00	40,314.00	7,814.00	80.6
TOTAL FIRE PROTECTION	206,970.39	1,706,339.19	2,513,733.00	807,393.81	67.9
<u>INSPECTION SERVICES</u>					
10-58-110 SALARIES AND WAGES	6,483.24	54,721.09	83,002.00	28,280.91	65.9
10-58-130 EMPLOYEE BENEFITS	3,541.01	22,871.31	27,941.00	5,069.69	81.9
10-58-210 BOOKS, SUBSCRIP. & MEMBERSHIPS	.00	594.00	668.00	74.00	88.9
10-58-230 TRAVEL & TRAINING	.00	530.00	4,622.00	4,092.00	11.5
10-58-240 SUPPLIES	.00	.00	514.00	514.00	.0
10-58-245 CLOTHING ALLOWANCE	.00	.00	309.00	309.00	.0
10-58-248 VEHICLE MAINTENANCE	.00	605.41	514.00	( 91.41)	117.8
10-58-280 CELLULAR PHONE	50.00	350.00	600.00	250.00	58.3
10-58-300 GAS	.00	1,297.22	1,027.00	( 270.22)	126.3
10-58-315 PROFESSIONAL & TECHNICAL	13,478.84	19,764.84	23,262.00	3,497.16	85.0
10-58-649 LEASE INTEREST/TAXES	.00	77.34	.00	( 77.34)	.0
10-58-650 LEASE PAYMENTS	.00	780.46	5,000.00	4,219.54	15.6
TOTAL INSPECTION SERVICES	23,553.09	101,591.67	147,459.00	45,867.33	68.9

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
10-60-110 SALARIES AND WAGES	20,867.69	162,724.53	250,814.00	88,089.47	64.9
10-60-112 OVERTIME	.00	1,224.37	5,101.00	3,876.63	24.0
10-60-130 EMPLOYEE BENEFITS	7,557.58	66,185.96	94,443.00	28,257.04	70.1
10-60-210 BOOKS, SUBSCRIP. MEMBERSHIPS	.00	85.80	1,541.00	1,455.20	5.6
10-60-230 TRAVEL & TRAINING	100.00	239.50	5,649.00	5,409.50	4.2
10-60-240 OFFICE SUPPLIES & EXPENSE	74.36	927.02	1,027.00	99.98	90.3
10-60-245 CLOTHING/UNIFORM/EQUIP. ALLOW.	.00	981.76	4,930.00	3,948.24	19.9
10-60-248 VEHICLE MAINTENANCE	1,716.27	11,857.71	25,675.00	13,817.29	46.2
10-60-260 BUILDING & GROUNDS MAINTENANCE	.00	49,757.98	10,270.00	( 39,487.98)	484.5
10-60-270 UTILITIES	5,471.26	23,077.71	51,350.00	28,272.29	44.9
10-60-280 TELEPHONE	177.55	2,050.37	3,595.00	1,544.63	57.0
10-60-300 GAS	.00	12,479.21	20,540.00	8,060.79	60.8
10-60-310 PROFESSIONAL	24.95	6,526.74	22,891.00	16,364.26	28.5
10-60-329 COMPUTER REPAIRS	.00	.00	514.00	514.00	.0
10-60-400 CLASS C MAINTENANCE	13,780.40	65,811.18	100,000.00	34,188.82	65.8
10-60-480 SPECIAL DEPARTMENT SUPPLIES	776.49	9,446.99	22,594.00	13,147.01	41.8
10-60-600 SIEMENS STREETLIGHT LEASE	.00	23,060.46	45,694.00	22,633.54	50.5
10-60-649 LEASE INTEREST/TAXES	.00	20,908.63	.00	( 20,908.63)	.0
10-60-650 LEASE PAYMENTS	.00	183,553.10	9,500.00	( 174,053.10)	1932.1
10-60-700 SMALL EQUIPMENT	.00	.00	7,189.00	7,189.00	.0
10-60-725 SIDEWALK REPLACEMENTS	.00	440.00	50,000.00	49,560.00	.9
10-60-730 STREET LIGHT MAINTENANCE	626.57	8,127.09	25,919.00	17,791.91	31.4
10-60-750 CAPITAL OUTLAY	.00	50,356.60	424,148.00	373,791.40	11.9
TOTAL STREETS	51,173.12	699,822.71	1,183,384.00	483,561.29	59.1

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
10-70-110 SALARIES AND WAGES	21,200.38	146,445.06	281,173.00	134,727.94	52.1
10-70-112 OVERTIME	.00	3,785.14	5,060.00	1,274.86	74.8
10-70-120 TEMPORARY - PARKS	92.82	10,056.36	6,492.00	( 3,564.36)	154.9
10-70-130 EMPLOYEE BENEFITS	14,985.40	100,887.41	172,300.00	71,412.59	58.6
10-70-210 BOOKS, SUBSCRIPTIONS & MBRSHPS	.00	450.00	1,233.00	783.00	36.5
10-70-230 TRAVEL & TRAINING	.00	.00	5,649.00	5,649.00	.0
10-70-240 SPECIAL DEPT. SUPPLIES - PARKS	1,153.99	15,801.75	42,621.00	26,819.25	37.1
10-70-244 OFFICE SUPPLIES EXPENSE	37.69	200.24	1,027.00	826.76	19.5
10-70-245 CLOTHING/UNIFORM/EQUIP. ALLOW.	62.34	1,272.67	6,135.00	4,862.33	20.7
10-70-248 VEHICLE MAINTENANCE	2,272.82	4,630.67	12,324.00	7,693.33	37.6
10-70-260 BUILDING MAINTENANCE	771.50	2,403.95	5,135.00	2,731.05	46.8
10-70-270 UTILITIES	2,153.07	11,662.77	48,310.00	36,647.23	24.1
10-70-275 OFF LEASH DOG AREA	.00	.00	3,595.00	3,595.00	.0
10-70-280 TELEPHONE/INTERNET	517.67	3,610.13	6,162.00	2,551.87	58.6
10-70-300 GAS	.00	8,548.80	7,189.00	( 1,359.80)	118.9
10-70-310 PROFFESIONAL & TECHNICAL	1,173.00	3,659.48	51,297.00	47,637.52	7.1
10-70-320 URBAN FORESTRY COMMISSION	.00	.00	1,027.00	1,027.00	.0
10-70-329 2020 WIND DISASTER	.00	( 37.08)	.00	37.08	.0
10-70-549 CONSTRCTN MGMT - BURCH CREEK	196.88	6,544.38	4,439.00	( 2,105.38)	147.4
10-70-550 BURCH CREEK PARK CONSTR	.00	.00	92,157.00	92,157.00	.0
10-70-551 CLUB HEIGHTS LIGHTS (AT&T)	.00	.00	180,954.00	180,954.00	.0
10-70-552 CONSTRCTN MGMT - CLUB HEIGHTS	.00	2,075.00	37,894.00	35,819.00	5.5
10-70-553 CLUB HEIGHTS PARK CONSTR	.00	.00	624,488.00	624,488.00	.0
10-70-600 SECONDARY WATER FEES	.00	30,808.46	32,605.00	1,796.54	94.5
10-70-649 LEASE INTEREST/TAXES	.00	11,045.48	.00	( 11,045.48)	.0
10-70-650 LEASE PAYMENTS	.00	102,225.56	4,500.00	( 97,725.56)	2271.7
10-70-700 SMALL EQUIPMENT	.00	133.84	28,135.00	28,001.16	.5
10-70-750 CAPITAL OUTLAY- PARKS	.00	.00	93,360.00	93,360.00	.0
TOTAL PARKS	44,617.56	466,210.07	1,755,261.00	1,289,050.93	26.6

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
10-71-110 SALARIES & WAGES	4,731.24	39,910.13	60,691.00	20,780.87	65.8
10-71-125 TEMPORARY - RECREATION	11,212.32	62,533.25	76,728.00	14,194.75	81.5
10-71-130 EMPLOYEE BENEFITS	4,149.46	31,967.00	42,938.00	10,971.00	74.5
10-71-210 BOOKS, SUBSCRIPTIONS & MBRSHPS	.00	802.90	5,135.00	4,332.10	15.6
10-71-230 TRAVEL & TRAINING	.00	.00	2,054.00	2,054.00	.0
10-71-240 OFFICE SUPPLIES EXPENSE	.00	72.69	1,233.00	1,160.31	5.9
10-71-241 COMP LEAGUE EXPENSES	390.00	7,129.25	7,081.00	( 48.25)	100.7
10-71-242 SPECIAL DEPT. SUPPLIES	.00	1,148.45	9,243.00	8,094.55	12.4
10-71-248 VEHICLE MAINTENANCE	.00	.00	1,027.00	1,027.00	.0
10-71-250 GYM FACILITY UTILITIES/OPERTNS	.00	.00	6,573.00	6,573.00	.0
10-71-280 TELEPHONE/INTERNET	86.11	602.95	3,595.00	2,992.05	16.8
10-71-300 GAS	.00	.00	1,027.00	1,027.00	.0
10-71-310 PROFESSIONAL & TECHNICAL	.00	5,038.38	9,243.00	4,204.62	54.5
10-71-329 COMPUTER REPAIRS	.00	.00	514.00	514.00	.0
10-71-350 OFFICIALS FEES	5,871.00	25,689.00	29,225.00	3,536.00	87.9
10-71-700 SMALL EQUIPMENT	.00	.00	2,568.00	2,568.00	.0
10-71-750 CAPITAL OUTLAY	.00	.00	34,700.00	34,700.00	.0
TOTAL RECREATION	26,440.13	174,894.00	293,575.00	118,681.00	59.6
<u>TRANSFERS</u>					
10-80-160 RESERVE FOR FUND BALANCE	.00	.00	561,401.00	561,401.00	.0
10-80-169 TRANSFER TO CITY CENTER CRA	.00	.00	12,500.00	12,500.00	.0
10-80-170 TRANSFER PROP 1 TO CPF	31,108.00	248,864.00	373,300.00	124,436.00	66.7
10-80-190 TRANS UTILITY F/F TO CPF	16,335.00	130,680.00	196,024.00	65,344.00	66.7
10-80-230 TRANS TO CAPITAL IMPROV FUND	.00	.00	125,000.00	125,000.00	.0
10-80-235 TRANS TO CPF - CLASS 'C'	23,579.00	188,632.00	282,949.00	94,317.00	66.7
10-80-240 TRANSFER CLASS 'C' TO DEBT SER	20,199.00	161,592.00	242,397.00	80,805.00	66.7
10-80-250 TRANSFER TO DEBT SERVICE FUND	87,329.00	698,632.00	1,047,957.00	349,325.00	66.7
10-80-251 TRANSFER TO AMBULANCE FUND	.00	.00	51,000.00	51,000.00	.0
10-80-275 TRNFR TO SOUTH OGDEN DAYS FUND	4,166.00	33,328.00	50,000.00	16,672.00	66.7
10-80-330 TRANSFER CDRA SALES TAX	1,000.67	59,159.77	130,800.00	71,640.23	45.2
TOTAL TRANSFERS	183,716.67	1,520,887.77	3,073,328.00	1,552,440.23	49.5
TOTAL FUND EXPENDITURES	937,972.25	8,541,905.38	15,687,772.00	7,145,866.62	54.5
NET REVENUE OVER EXPENDITURES	578,628.86	1,121,686.74	.00	( 1,121,686.74)	.0

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

SOUTH OGDEN DAYS FUND

ASSETS

12-10100	CASH - COMBINED FUND		75,146.28	
			_____	
	TOTAL ASSETS			75,146.28
				=====

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
12-29800	RETAINED EARNINGS	42,647.28		
	REVENUE OVER EXPENDITURES - YTD	32,499.00		
		_____		
	BALANCE - CURRENT DATE		75,146.28	
			_____	
	TOTAL FUND EQUITY			75,146.28
				_____
	TOTAL LIABILITIES AND EQUITY			75,146.28
				=====

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

SOUTH OGDEN DAYS FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
12-30-400	TRANSFER IN FROM GENERAL FUND	4,166.00	33,328.00	50,000.00	16,672.00	66.7
	TOTAL REVENUE	4,166.00	33,328.00	50,000.00	16,672.00	66.7
	TOTAL FUND REVENUE	4,166.00	33,328.00	50,000.00	16,672.00	66.7

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

SOUTH OGDEN DAYS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
12-40-475 MISCELLANEOUS EXPENSES	.00	829.00	50,000.00	49,171.00	1.7
TOTAL EXPENDITURES	.00	829.00	50,000.00	49,171.00	1.7
TOTAL FUND EXPENDITURES	.00	829.00	50,000.00	49,171.00	1.7
NET REVENUE OVER EXPENDITURES	4,166.00	32,499.00	.00	( 32,499.00)	.0



SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

DEBT SERVICE FUND

ASSETS

31-10100	CASH - COMBINED FUND	693,602.53	
31-16135	ZIONS ROAD BOND ACCT	.34	
31-16140	ZIONS TRUSTEE ACCOUNTS	21.85	
	TOTAL ASSETS		693,624.72

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
31-29800	FUND BALANCE-BEGINNING OF YEAR	10,305.09	
	REVENUE OVER EXPENDITURES - YTD	683,319.63	
	BALANCE - CURRENT DATE	693,624.72	
	TOTAL FUND EQUITY		693,624.72
	TOTAL LIABILITIES AND EQUITY		693,624.72

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
31-30-100 TRANSFER IN - PARK IMPACT FEES	.00	.00	200,000.00	200,000.00	.0
31-30-150 TRANSFER IN FROM CLASS 'C'	20,199.00	161,592.00	242,397.00	80,805.00	66.7
31-30-300 TRANSFER FROM GENERAL FUND	87,329.00	698,632.00	1,047,957.00	349,325.00	66.7
31-30-455 INTEREST EARNED - TRUSTEE ACCT	.01	22.27	100.00	77.73	22.3
31-30-800 APPROPRIATED FUND BALANCE	.00	.00	1,400.00	1,400.00	.0
TOTAL REVENUE	107,528.01	860,246.27	1,491,854.00	631,607.73	57.7
TOTAL FUND REVENUE	107,528.01	860,246.27	1,491,854.00	631,607.73	57.7

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
31-40-100 ADMINISTRATIVE & PROFESSIONAL	1,500.00	3,000.00	3,000.00	.00	100.0
31-40-150 BOND PAYMENT - PRINCIPAL	.00	.00	941,000.00	941,000.00	.0
31-40-200 INTEREST ON BOND	.00	173,926.64	347,854.00	173,927.36	50.0
31-40-980 RETAINED EARNINGS	.00	.00	200,000.00	200,000.00	.0
TOTAL EXPENDITURES	1,500.00	176,926.64	1,491,854.00	1,314,927.36	11.9
TOTAL FUND EXPENDITURES	1,500.00	176,926.64	1,491,854.00	1,314,927.36	11.9
NET REVENUE OVER EXPENDITURES	106,028.01	683,319.63	.00	( 683,319.63)	.0

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

CAPITAL IMPROVEMENTS

ASSETS

40-10100	CASH - COMBINED FUND	4,736,617.87	
	TOTAL ASSETS		4,736,617.87

LIABILITIES AND EQUITY

LIABILITIES

40-21300	ACCOUNTS PAYABLE	42,247.69	
	TOTAL LIABILITIES		42,247.69

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

40-29700	RESERVED PARK F/B - I/F	313,444.91	
40-29750	RESERVED TRAFFIC F/B - I/F	17,910.19	
40-29800	FUND BALANCE-BEGINNING OF YEAR	2,528,141.62	
40-29805	RESERVED CLASS 'C' FUND BAL	1,179,828.04	
	REVENUE OVER EXPENDITURES - YTD	655,045.42	
	BALANCE - CURRENT DATE	4,694,370.18	
	TOTAL FUND EQUITY		4,694,370.18
	TOTAL LIABILITIES AND EQUITY		4,736,617.87

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

CAPITAL IMPROVEMENTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
40-30-110 TRAFFIC IMPACT FEES	96,446.32	114,459.77	23,000.00	( 91,459.77)	497.7
40-30-120 PARK IMPACT FEES	451,589.42	529,674.45	434,000.00	( 95,674.45)	122.0
40-30-200 INTEREST	774.56	4,401.58	1,100.00	( 3,301.58)	400.1
40-30-205 INTEREST EARNED - TRAFFIC I/F	8.25	46.86	200.00	153.14	23.4
40-30-210 INTEREST EARNED - PARK I/FEES	51.12	290.51	400.00	109.49	72.6
40-30-300 TRANSFER IN G/F - PROP 1	31,108.00	248,864.00	373,300.00	124,436.00	66.7
40-30-400 TRANSFER IN FROM GENERAL FUND	.00	.00	125,000.00	125,000.00	.0
40-30-450 TRANS FROM G/F- CLASS 'C' REV	23,579.00	188,632.00	282,949.00	94,317.00	66.7
40-30-500 TRANSFER IN UTIL F/F - G/F	16,335.00	130,680.00	196,024.00	65,344.00	66.7
40-30-600 TRANSFER IN RIF	49,271.17	387,413.72	569,360.00	181,946.28	68.0
40-30-798 APPROPRIATE PARKS I/F F/B	.00	.00	200,000.00	200,000.00	.0
TOTAL REVENUE	669,162.84	1,604,462.89	2,205,333.00	600,870.11	72.8
TOTAL FUND REVENUE	669,162.84	1,604,462.89	2,205,333.00	600,870.11	72.8

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

CAPITAL IMPROVEMENTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
40-40-122 40TH ST & CHIMES VIEW DR.	404.00	15,533.76	.00	( 15,533.76)	.0
40-40-125 FY 2022 ROAD/SIDEWALK PROJ	1,598.50	933,883.71	1,421,633.00	487,749.29	65.7
40-40-475 SKATEPARK SEED MONEY	.00	.00	126,100.00	126,100.00	.0
40-40-500 TRANSFER TO DSF - PARK IMP/FEE	.00	.00	200,000.00	200,000.00	.0
40-40-550 PARK IMPACT FEE PROJECTS	.00	.00	434,400.00	434,400.00	.0
40-40-700 TRAFFIC IMPACT FEE PROJECTS	.00	.00	23,200.00	23,200.00	.0
TOTAL EXPENDITURES	2,002.50	949,417.47	2,205,333.00	1,255,915.53	43.1
TOTAL FUND EXPENDITURES	2,002.50	949,417.47	2,205,333.00	1,255,915.53	43.1
NET REVENUE OVER EXPENDITURES	667,160.34	655,045.42	.00	( 655,045.42)	.0

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

WATER FUND

ASSETS

51-10100	CASH - COMBINED FUND	2,743,679.98	
51-13100	ACCTS RECEIVABLE - WATER	159,326.51	
51-13101	ALLOWANCE FOR DOUBTFUL ACCTS.	( 4,954.49)	
51-13110	PARTIAL MONTH RECEIVABLE - A/E	110,857.17	
51-13115	ACCTS. RECEIVABLE - CONTRACTS	281.48	
51-13336	DEFERRED OUTFLOW OPEB	8,613.00	
51-14210	DUE FROM GENERAL FUND	297,473.57	
51-15120	PREPAID EXPENSES	89,382.40	
51-15700	WATER RIGHTS	179,636.00	
51-16110	LAND	115,769.32	
51-16210	BUILDING	29,483.79	
51-16410	OFFICE FURNITURE	7,560.52	
51-16510	MACHINERY AND EQUIPMENT	621,522.34	
51-16610	AUTOMOBILE AND TRUCKS	301,130.91	
51-16730	WELLS	60,748.14	
51-16740	WATER SUPPLY LINES	5,165,682.07	
51-16750	RESERVOIRS	1,190,128.92	
51-16760	WATER DISTRIBUTION MAINS	1,722,401.23	
51-16770	METERS AND HYDRANTS	161,852.90	
51-16999	DEFERRED OUTFLOWS OF RESOURCES	36,071.00	
51-17500	ACCUMULATED DEPRECIATION	( 4,095,571.23)	
TOTAL ASSETS			8,901,075.53

LIABILITIES AND EQUITY

LIABILITIES

51-21300	ACCOUNTS PAYABLE	77,058.71	
51-21330	HYDRANT DEPOSITS PAYABLE	800.00	
51-22140	ACCRUED VACATION	15,612.66	
51-23110	ZIONS BANK PAYABLE	92,429.78	
51-23335	OPEB PAYABLE	53,678.32	
51-23336	DEFERRED INFLOW OPEB	11,306.00	
TOTAL LIABILITIES			250,885.47

FUND EQUITY

51-26998	NET PENSION LIABILITY	10,456.00	
51-26999	DEFERRED INFLOWS OF RESOURCES	76,372.00	
51-28110	CONTRIBUTIONS BY FED GOVERN.	250,884.00	
51-28120	MUNICIPALITIES CONTRIBUTION	478,585.55	
51-28310	CONTRIBUTION TO CONSTRUCTION	4,063,397.89	
UNAPPROPRIATED FUND BALANCE:			
51-29700	RESERVED WATER F/B - I/F	46,790.65	
51-29800	RETAINED EARNINGS - BEG OF YR	3,654,802.76	
	REVENUE OVER EXPENDITURES - YTD	68,901.21	
BALANCE - CURRENT DATE			3,770,494.62

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

WATER FUND

TOTAL FUND EQUITY	8,650,190.06
TOTAL LIABILITIES AND EQUITY	8,901,075.53



SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
51-30-100 INTEREST	1,154.97	6,563.30	15,000.00	8,436.70	43.8
51-30-105 INTEREST EARNED I/FEES	20.89	118.71	400.00	281.29	29.7
51-30-150 HYDRANT RENTALS	.00	500.00	800.00	300.00	62.5
51-30-200 WATER SALES	144,626.60	1,256,523.76	1,988,848.00	732,324.24	63.2
51-30-210 CONNECTION FEES WATER	1,100.00	3,435.00	500.00	( 2,935.00)	687.0
51-30-220 WATER IMPACT FEES	88,963.38	110,916.83	92,000.00	( 18,916.83)	120.6
51-30-225 LATE FEES	1,670.00	15,200.00	24,928.00	9,728.00	61.0
51-30-800 LEASE FINANCING	.00	.00	142,750.00	142,750.00	.0
51-30-875 TRANSFER IN FROM STORM DRAIN	.00	.00	8,521.00	8,521.00	.0
51-30-890 APPROPRIATION OF FUND BALANCE	.00	.00	1,065,323.00	1,065,323.00	.0
51-30-925 MISC. REVENUE	.00	1,193.27	71,320.00	70,126.73	1.7
TOTAL REVENUE	237,535.84	1,394,450.87	3,410,390.00	2,015,939.13	40.9
TOTAL FUND REVENUE	237,535.84	1,394,450.87	3,410,390.00	2,015,939.13	40.9

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
51-40-110 SALARIES AND WAGES	18,416.54	151,041.99	235,222.00	84,180.01	64.2
51-40-112 OVERTIME	1,398.32	11,083.77	12,144.00	1,060.23	91.3
51-40-130 EMPLOYEE BENEFITS	9,162.67	85,439.78	138,878.00	53,438.22	61.5
51-40-140 FRANCHISE FEE	8,677.60	75,391.43	119,331.00	43,939.57	63.2
51-40-210 BOOKS, SUBSCRIPT. & MEMBERSHIP	.00	1,930.90	3,081.00	1,150.10	62.7
51-40-230 TRAVEL & TRAINING	925.46	1,336.46	8,216.00	6,879.54	16.3
51-40-240 OFFICE SUPPLIES	.00	126.03	2,568.00	2,441.97	4.9
51-40-245 CLOTHING/UNIFORM/EQUIP. ALLOW.	.00	1,026.05	4,930.00	3,903.95	20.8
51-40-248 VEHICLE MAINTENANCE	2,196.64	5,480.11	10,270.00	4,789.89	53.4
51-40-280 TELEPHONE	264.36	1,935.43	5,135.00	3,199.57	37.7
51-40-290 BUILDING MAINTENANCE	.00	1,049.00	7,703.00	6,654.00	13.6
51-40-300 GAS	.00	5,135.95	10,270.00	5,134.05	50.0
51-40-310 PROFESSIONAL & TECHNICAL SERVI	4,528.28	31,703.69	16,780.00	( 14,923.69)	188.9
51-40-320 BLUE STAKE SERVICE	114.30	1,206.00	2,054.00	848.00	58.7
51-40-329 COMPUTER REPAIRS	.00	.00	514.00	514.00	.0
51-40-330 VALVE REPAIR	1,410.86	6,271.59	35,000.00	28,728.41	17.9
51-40-400 PRV MAINTENANCE	.00	14,750.40	20,000.00	5,249.60	73.8
51-40-480 SPECIAL DEPARTMENT SUPPLIES	2,132.26	28,881.18	41,080.00	12,198.82	70.3
51-40-490 WATER SAMPLE TESTING	180.00	2,684.00	8,216.00	5,532.00	32.7
51-40-550 WEBER BASIN EXCHANGE WATER	.00	176,056.55	301,345.00	125,288.45	58.4
51-40-560 POWER AND PUMPING	.00	.00	10,000.00	10,000.00	.0
51-40-610 H2O TANK INSPECTION/MAINT	16.52	16.52	10,000.00	9,983.48	.2
51-40-649 LEASE INTEREST/TAXES	.00	2,854.79	2,648.00	( 206.79)	107.8
51-40-650 LEASE PAYMENTS	.00	27,106.83	57,159.00	30,052.17	47.4
51-40-657 PRV REPLACE @ PANARAMA	.00	6,178.38	214,103.00	207,924.62	2.9
51-40-667 RADIO READ MAINTENANCE	12,664.26	17,264.08	25,000.00	7,735.92	69.1
51-40-680 CHARGE FOR SERVICES - G/F	22,389.00	179,112.00	268,670.00	89,558.00	66.7
51-40-705 42ND RECONNECT - WBWCD	.00	285.75	13,600.00	13,314.25	2.1
51-40-706 SERVICE LINE DISCONNECT/RECON	.00	.00	50,000.00	50,000.00	.0
51-40-707 PRV SCADA INSTAL - 40TH & 900E	.00	.00	50,000.00	50,000.00	.0
51-40-708 OAK DR. 875 E - 785 E	532.00	24,027.02	697,345.00	673,317.98	3.5
51-40-709 BEN LOMOND - 875 E TO CHAMBERS	.00	.00	343,480.00	343,480.00	.0
51-40-710 40TH & CHIMES - FY 2023	.00	.00	28,658.00	28,658.00	.0
51-40-749 SMALL EQUIPMENT	.00	7.98	4,108.00	4,100.02	.2
51-40-750 CAPITAL OUTLAY	.00	155,101.68	142,750.00	( 12,351.68)	108.7
51-40-770 WATER IMPACT FEE PROJECTS	.00	.00	92,400.00	92,400.00	.0
51-40-790 TRANSFER TO GENERAL FUND	.00	.00	57,668.00	57,668.00	.0
51-40-970 DEPRECIATION	16,166.00	129,328.00	194,000.00	64,672.00	66.7
51-40-980 CONTINGENCY	5,372.44	181,736.32	166,064.00	( 15,672.32)	109.4
TOTAL EXPENDITURES	106,547.51	1,325,549.66	3,410,390.00	2,084,840.34	38.9
TOTAL FUND EXPENDITURES	106,547.51	1,325,549.66	3,410,390.00	2,084,840.34	38.9
NET REVENUE OVER EXPENDITURES	130,988.33	68,901.21	.00	( 68,901.21)	.0

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

SANITARY SEWER

ASSETS

52-10100	CASH - COMBINED FUND	2,537,328.53	
52-13100	ACCTS RECEIVABLE - SEWER	227,111.90	
52-13101	ALLOWANCE FOR DOUBTFUL ACCTS.	( 7,010.51)	
52-13110	PARTIAL MONTH RECEIVABLE - A/E	121,015.54	
52-14210	DUE FROM GENERAL FUND	237,978.85	
52-14220	DUE FROM CDRA	( .02)	
52-16110	LAND	16,273.50	
52-16210	BUILDING	76,079.29	
52-16410	OFFICE FURNITURE	6,187.08	
52-16510	MACHINERY AND EQUIPMENT	85,946.31	
52-16610	AUTOMOBILE AND TRUCKS	396,454.08	
52-16780	SEWER COLLECTION	4,134,835.46	
52-16999	DEFERRED OUTFLOWS OF RESOURCES	51,837.00	
52-17500	ACCUMULATED DEPRECIATION	( 2,760,056.12)	
	TOTAL ASSETS		5,123,980.89

LIABILITIES AND EQUITY

LIABILITIES

52-21300	ACCOUNTS PAYABLE	178,930.00	
52-21350	CNTRL WEBER IMPACT FEE PAYABLE	869,706.16	
52-22140	ACCRUED VACATION	21,466.02	
52-23335	OPEB PAYABLE	69,078.20	
52-23336	DEFERRED INFLOW OPEB	10,936.00	
	TOTAL LIABILITIES		1,150,116.38

FUND EQUITY

52-26998	NET PENSION LIABILITY	15,026.00	
52-26999	DEFERRED INFLOWS OF RESOURCES	109,751.00	
52-28310	CONTRIBUTION TO CONSTRUCTION	120,760.00	
	UNAPPROPRIATED FUND BALANCE:		
52-29800	RETAINED EARNINGS - BEG OF YR	3,655,183.54	
	REVENUE OVER EXPENDITURES - YTD	73,143.97	
	BALANCE - CURRENT DATE	3,728,327.51	
	TOTAL FUND EQUITY		3,973,864.51
	TOTAL LIABILITIES AND EQUITY		5,123,980.89

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

SANITARY SEWER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
52-30-100 INTEREST EARNED	777.86	4,420.31	10,700.00	6,279.69	41.3
52-30-200 SEWER SALES	182,404.85	1,494,880.56	2,307,973.00	813,092.44	64.8
52-30-250 CONNECTION FEES SEWER	200.00	700.00	200.00	( 500.00)	350.0
52-30-890 APPROPRIATION OF FUND BALANCE	.00	.00	510,910.00	510,910.00	.0
52-30-925 MISC. REVENUE	.00	6,000.00	63,056.00	57,056.00	9.5
TOTAL REVENUE	183,382.71	1,506,000.87	2,892,839.00	1,386,838.13	52.1
TOTAL FUND REVENUE	183,382.71	1,506,000.87	2,892,839.00	1,386,838.13	52.1

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

SANITARY SEWER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
52-40-110 SALARIES AND WAGES	14,582.90	148,408.20	236,364.00	87,955.80	62.8
52-40-112 OVERTIME	468.54	3,189.60	12,650.00	9,460.40	25.2
52-40-130 EMPLOYEE BENEFITS	8,949.06	91,839.03	141,317.00	49,477.97	65.0
52-40-140 FRANCHISE FEE	10,944.29	89,692.82	138,478.00	48,785.18	64.8
52-40-210 MEMBERSHIPS	100.00	150.00	719.00	569.00	20.9
52-40-230 TRAVELINLG & TRAINING	925.46	925.46	5,135.00	4,209.54	18.0
52-40-240 OFFICE SUPPLIES	.00	5.99	4,108.00	4,102.01	.2
52-40-245 CLOTHING/UNIFORM/EQUIP. ALLOW.	.00	1,321.29	4,930.00	3,608.71	26.8
52-40-248 VEHICLE MAINTENANCE	.00	2,375.48	5,135.00	2,759.52	46.3
52-40-280 TELEPHONE	493.88	2,654.19	4,108.00	1,453.81	64.6
52-40-290 BUILDING MAINTENANCE	.00	1,049.00	5,135.00	4,086.00	20.4
52-40-300 GAS	.00	2,351.27	4,108.00	1,756.73	57.2
52-40-310 PROFESSIONAL & TECHNICAL	424.76	1,822.97	10,270.00	8,447.03	17.8
52-40-315 SEWER LINES CLEANING SERVICE	.00	.00	50,000.00	50,000.00	.0
52-40-320 BLUE STAKE SERVICE	.00	.00	822.00	822.00	.0
52-40-400 TRANSFER TO GENERAL FUND	.00	.00	11,043.00	11,043.00	.0
52-40-480 MAINTENANCE SUPPLIES	.00	195.00	15,508.00	15,313.00	1.3
52-40-550 CENTRAL WEBER SEWER PRE-TREA	.00	12,748.00	12,748.00	.00	100.0
52-40-610 CENTRAL WEBER SEWER FEES	89,465.00	715,720.00	1,089,684.00	373,964.00	65.7
52-40-650 MANHOLE REPLACEMENT @ 36TH ST	.00	777.00	20,000.00	19,223.00	3.9
52-40-665 VIDEO & FIX TROUBLE SPOTS	.00	3,150.65	25,000.00	21,849.35	12.6
52-40-680 CHARGE FOR SERVICES - G/F	19,235.00	153,880.00	230,822.00	76,942.00	66.7
52-40-700 SMALL EQUIPMENT	.00	.00	5,135.00	5,135.00	.0
52-40-704 LINING 40TH TO COUNTRY CLUB	.00	2,725.63	250,000.00	247,274.37	1.1
52-40-705 REPLACE 700 E/H GUY CHILD	.00	.00	342,117.00	342,117.00	.0
52-40-750 CAPITAL OUTLAY	.00	.00	26,955.00	26,955.00	.0
52-40-970 DEPRECIATION	10,666.00	85,328.00	128,000.00	42,672.00	66.7
52-40-980 SEWER CONTINGENCY	.00	112,547.32	112,548.00	.68	100.0
TOTAL EXPENDITURES	156,254.89	1,432,856.90	2,892,839.00	1,459,982.10	49.5
TOTAL FUND EXPENDITURES	156,254.89	1,432,856.90	2,892,839.00	1,459,982.10	49.5
NET REVENUE OVER EXPENDITURES	27,127.82	73,143.97	.00	( 73,143.97)	.0

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

STORM DRAIN FUND

ASSETS

53-10100	CASH - COMBINED FUND	1,511,290.77	
53-13100	ACCOUNTS RECEIVABLE	126,523.13	
53-13101	ALLOWANCE FOR DOUBTFUL ACCTS.	( 3,018.88)	
53-16110	LAND	100,734.16	
53-16410	OFFICE FURNITURE	7,327.81	
53-16510	MACHINERY AND EQUIPMENT	51,533.27	
53-16610	AUTOMOBILE AND TRUCKS	162,535.08	
53-16780	STORM DRAIN COLLECTIONS	4,501,771.49	
53-16999	DEFERRED OUTFLOWS OF RESOURCES	51,272.00	
53-17500	ACCUMULATED DEPRECIATION	( 1,929,824.42)	
TOTAL ASSETS			4,580,144.41

LIABILITIES AND EQUITY

LIABILITIES

53-22140	ACCRUED VACATION	27,372.10	
53-23110	ZIONS BANK PAYABLE	43,105.75	
53-23335	OPEB PAYABLE	64,799.85	
53-23336	DEFERRED INFLOW OPEB	9,774.00	
TOTAL LIABILITIES			145,051.70

FUND EQUITY

53-26998	NET PENSION LIABILITY	14,863.00	
53-26999	DEFERRED INFLOWS OF RESOURCES	108,555.00	
53-28310	CONTRIBUTION TO CONSTRUCTION	39,247.00	
UNAPPROPRIATED FUND BALANCE:			
53-29700	RESERVED STORM SEWER F/B - I/F	61,977.50	
53-29800	RETAINED EARNINGS - BEG OF YR	4,122,525.93	
	REVENUE OVER EXPENDITURES - YTD	87,924.28	
BALANCE - CURRENT DATE		4,272,427.71	
TOTAL FUND EQUITY			4,435,092.71
TOTAL LIABILITIES AND EQUITY			4,580,144.41

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
53-30-100 INTEREST	740.48	4,207.88	2,000.00	( 2,207.88)	210.4
53-30-105 INTEREST EARNED I/FEES	28.04	159.32	500.00	340.68	31.9
53-30-200 STORM DRAIN REVENUE	104,513.75	829,797.18	1,258,675.00	428,877.82	65.9
53-30-220 STORM DRAIN IMPACT FEES	47,806.43	97,551.63	123,000.00	25,448.37	79.3
53-30-870 LEASE FINANCING	.00	.00	110,350.00	110,350.00	.0
53-30-890 APPROPRIATION OF FUND BALANCE	.00	.00	924,980.00	924,980.00	.0
53-30-925 MISC. REVENUE	.00	2,002.16	.00	( 2,002.16)	.0
TOTAL REVENUE	153,088.70	933,718.17	2,419,505.00	1,485,786.83	38.6
TOTAL FUND REVENUE	153,088.70	933,718.17	2,419,505.00	1,485,786.83	38.6

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
53-40-110 SALARIES AND WAGES	21,581.36	177,729.85	270,936.00	93,206.15	65.6
53-40-112 OVERTIME	609.00	10,012.05	11,132.00	1,119.95	89.9
53-40-130 EMPLOYEE BENEFITS	12,035.45	104,423.41	149,098.00	44,674.59	70.0
53-40-140 FRANCHISE FEE	6,270.83	49,787.84	75,520.00	25,732.16	65.9
53-40-210 BOOKS,SUBSCRIPT. & MEMBERSHIPS	.00	2,600.00	4,108.00	1,508.00	63.3
53-40-230 TRAVEL & TRAINING	.00	.00	5,649.00	5,649.00	.0
53-40-240 OFFICE SUPPLIES	.00	.00	1,541.00	1,541.00	.0
53-40-245 CLOTHING/UNIFORM/EQUIP. ALLOW.	.00	1,449.36	6,162.00	4,712.64	23.5
53-40-248 VEHICLE MAINTENANCE	223.44	5,204.96	6,162.00	957.04	84.5
53-40-280 TELEPHONE	46.07	322.67	2,568.00	2,245.33	12.6
53-40-290 BUILDING MAINTENCE	.00	1,992.00	8,216.00	6,224.00	24.3
53-40-300 GAS	.00	5,023.27	6,676.00	1,652.73	75.2
53-40-310 PROF & TECH SERVICES	79.38	15,729.60	25,235.00	9,505.40	62.3
53-40-320 BLUE STAKE SERIVCE	.00	.00	719.00	719.00	.0
53-40-400 SYSTEM MAINTENANCE PROGRAM	.00	.00	40,000.00	40,000.00	.0
53-40-480 SPECIAL DEPARTMENT SUPPLIES	63.16	111.14	6,162.00	6,050.86	1.8
53-40-649 LEASE INTEREST/TAXES	.00	2,012.86	2,013.00	.14	100.0
53-40-650 LEASE PAYMENTS	.00	17,670.58	40,822.00	23,151.42	43.3
53-40-655 TRANSFER TO WATER FUND	.00	.00	8,521.00	8,521.00	.0
53-40-657 850 E 45TH TO VISTA	27,771.60	29,515.98	178,776.00	149,260.02	16.5
53-40-660 42NS ST - LIBERTY TO ADAMS	.00	.00	903,190.00	903,190.00	.0
53-40-670 TRANSFER TO GENERAL FUND	.00	.00	15,950.00	15,950.00	.0
53-40-680 CHARGE FOR SERVICES - G/F	15,675.00	125,400.00	188,110.00	62,710.00	66.7
53-40-700 SMALL EQUIPMENT	.00	.00	1,541.00	1,541.00	.0
53-40-750 CAPITAL OUTLAY	.00	77,103.11	110,350.00	33,246.89	69.9
53-40-970 DEPRECIATION	8,666.00	69,328.00	104,000.00	34,672.00	66.7
53-40-980 CONTINGENCY	.00	124,317.33	122,848.00	( 1,469.33)	101.2
53-40-981 IMPACT FEE PROJECTS	.00	26,059.88	123,500.00	97,440.12	21.1
TOTAL EXPENDITURES	93,021.29	845,793.89	2,419,505.00	1,573,711.11	35.0
TOTAL FUND EXPENDITURES	93,021.29	845,793.89	2,419,505.00	1,573,711.11	35.0
NET REVENUE OVER EXPENDITURES	60,067.41	87,924.28	.00	( 87,924.28)	.0



SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

GARBAGE FUND

ASSETS

54-10100	CASH - COMBINED FUND	273,734.91	
54-13100	ACCTS RECEIVABLE - GARBAGE	104,180.77	
54-13101	ALLOWANCE FOR DOUBTFUL ACCTS.	( 3,505.97)	
54-13110	ACCTS. RECEIVABLE - ABATEMENTS	357.50	
54-16410	COMPUTERS	3,075.82	
54-16510	MACHINERY AND EQUIPMENT	59,815.00	
54-16610	VEHICLES	228,603.27	
54-17500	ACCUMULATED DEPRECIATION	( 224,043.77)	
TOTAL ASSETS			442,217.53

LIABILITIES AND EQUITY

LIABILITIES

54-21300	ACCOUNTS PAYABLE	60,600.00	
54-23110	ZIONS BANK PAYABLE	65,109.42	
TOTAL LIABILITIES			125,709.42

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
54-29800	RETAINED EARNINGS - BEG OF YR	294,211.33	
	REVENUE OVER EXPENDITURES - YTD	22,296.78	
BALANCE - CURRENT DATE		316,508.11	
TOTAL FUND EQUITY			316,508.11
TOTAL LIABILITIES AND EQUITY			442,217.53

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GARBAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
54-30-100 INTEREST EARNED	120.39	684.15	750.00	65.85	91.2
54-30-200 GARBAGE FEES	64,503.67	511,547.01	746,402.00	234,854.99	68.5
54-30-205 RECYCLING FEES	19,556.96	155,241.39	232,254.00	77,012.61	66.8
54-30-850 MISC. RENTAL	.00	1,005.00	1,400.00	395.00	71.8
54-30-885 LEASE FINANCING	.00	.00	28,000.00	28,000.00	.0
TOTAL REVENUE	84,181.02	668,477.55	1,008,806.00	340,328.45	66.3
TOTAL FUND REVENUE	84,181.02	668,477.55	1,008,806.00	340,328.45	66.3

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

GARBAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
54-40-140 FRANCHISE FEE	5,043.64	40,007.30	58,719.00	18,711.70	68.1
54-40-240 OFFICE SPPLIES	.00	.00	2,568.00	2,568.00	.0
54-40-248 VEHICLE MAINTENANCE	.00	1,574.84	3,081.00	1,506.16	51.1
54-40-280 TELEPHONE	.00	.00	1,541.00	1,541.00	.0
54-40-290 BUILDING MAINTENANCE	.00	1,049.00	5,135.00	4,086.00	20.4
54-40-300 GAS	.00	2,172.98	3,081.00	908.02	70.5
54-40-310 PROF & TEACH SERVICES	.00	234.02	1,027.00	792.98	22.8
54-40-420 REPUBLIC SERVICES - CONTRACT	42,583.88	339,920.43	480,636.00	140,715.57	70.7
54-40-425 RECYCLED EARTH CONTRACT	3,025.05	19,038.66	27,113.00	8,074.34	70.2
54-40-430 TIPPING FEES	1,700.00	139,601.37	227,994.00	88,392.63	61.2
54-40-440 ADDITIONAL CLEANUPS	671.16	9,101.83	7,600.00	( 1,501.83)	119.8
54-40-450 CONSTRUCTION MATERIALS TIPPING	.00	.00	6,162.00	6,162.00	.0
54-40-520 TREE REMOVAL	.00	3,730.00	15,405.00	11,675.00	24.2
54-40-615 JUNK ORDINANCE ENFORCEMENT	.00	( 125.00)	7,703.00	7,828.00	( 1.6)
54-40-649 LEASE INTEREST/TAXES	.00	1,569.14	1,360.00	( 209.14)	115.4
54-40-650 LEASE PAYMENTS	.00	15,834.20	21,832.00	5,997.80	72.5
54-40-680 CHARGE FOR SERVICES - G/F	8,142.00	65,136.00	97,711.00	32,575.00	66.7
54-40-750 CAPITAL OUTLAY	.00	.00	28,000.00	28,000.00	.0
54-40-970 DEPRECIATION	917.00	7,336.00	11,000.00	3,664.00	66.7
54-40-990 RETAINED EARNINGS	.00	.00	1,138.00	1,138.00	.0
TOTAL EXPENDITURES	62,082.73	646,180.77	1,008,806.00	362,625.23	64.1
TOTAL FUND EXPENDITURES	62,082.73	646,180.77	1,008,806.00	362,625.23	64.1
NET REVENUE OVER EXPENDITURES	22,098.29	22,296.78	.00	( 22,296.78)	.0

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

ROAD IMPROVEMENT FEE FUND

ASSETS

55-13100	ACCOUNTS RECEIVABLE	54,440.92	
55-13101	ALLOWANCE FOR DOUBTFUL ACCTS	( 908.25)	
	TOTAL ASSETS		53,532.67

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-29800	FUND BALANCE-BEGINNING OF YEAR	48,724.94	
	REVENUE OVER EXPENDITURES - YTD	4,807.73	
	BALANCE - CURRENT DATE	53,532.67	
	TOTAL FUND EQUITY		53,532.67
	TOTAL LIABILITIES AND EQUITY		53,532.67

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

ROAD IMPROVEMENT FEE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
55-30-200	ROAD IMPROVEMENT FEES	49,678.04	392,221.45	569,360.00	177,138.55	68.9
	TOTAL REVENUE	49,678.04	392,221.45	569,360.00	177,138.55	68.9
	TOTAL FUND REVENUE	49,678.04	392,221.45	569,360.00	177,138.55	68.9

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

ROAD IMPROVEMENT FEE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>EXPENDITURES</u>					
55-40-550	TRANSFER RIF TO CPF	<u>49,271.17</u>	<u>387,413.72</u>	<u>569,360.00</u>	<u>181,946.28</u>	<u>68.0</u>
	TOTAL EXPENDITURES	<u>49,271.17</u>	<u>387,413.72</u>	<u>569,360.00</u>	<u>181,946.28</u>	<u>68.0</u>
	TOTAL FUND EXPENDITURES	<u>49,271.17</u>	<u>387,413.72</u>	<u>569,360.00</u>	<u>181,946.28</u>	<u>68.0</u>
	NET REVENUE OVER EXPENDITURES	<u>406.87</u>	<u>4,807.73</u>	<u>.00</u>	<u>( 4,807.73)</u>	<u>.0</u>

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

AMBULANCE FUND

ASSETS

58-10100	CASH - COMBINED FUND	(	344,242.86)	
58-13100	ACCTS RECEIVABLE - AMBULANCE		266,374.86	
58-15120	PREPAID EXPENSES		9,041.76	
58-16410	COMPUTERS		14,425.00	
58-16510	MACHINERY AND EQUIPMENT		156,473.62	
58-16610	VEHICLES		499,772.90	
58-16998	NET PENSION ASSET		65,884.00	
58-16999	DEFERRED OUTFLOWS OF RESOURCES		26,473.00	
58-17500	ACCUMULATED DEPRECIATION	(	590,207.53)	
TOTAL ASSETS				103,994.75

LIABILITIES AND EQUITY

FUND EQUITY

58-26998	NET PENSION LIABILITY		1,070.00	
58-26999	DEFERRED INFLOWS OF RESOURCES		45,622.00	
UNAPPROPRIATED FUND BALANCE:				
58-29800	RETAINED EARNINGS - BEG OF YR	(	161,150.24)	
	REVENUE OVER EXPENDITURES - YTD		218,452.99	
BALANCE - CURRENT DATE			57,302.75	
TOTAL FUND EQUITY				103,994.75
TOTAL LIABILITIES AND EQUITY				103,994.75

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

AMBULANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
58-30-100 INTEREST EARNED	.52	6.79	12.00	5.21	56.6
58-30-201 AMBULANCE FEES - S/O - DPS	51,327.07	599,521.25	575,318.00	( 24,203.25)	104.2
58-30-210 MISCELLANEOUS REVENUE	.00	2,881.77	7,000.00	4,118.23	41.2
58-30-870 TRANSFER FROM GENERAL FUND	.00	.00	51,000.00	51,000.00	.0
TOTAL REVENUE	51,327.59	602,409.81	633,330.00	30,920.19	95.1
TOTAL FUND REVENUE	51,327.59	602,409.81	633,330.00	30,920.19	95.1



SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

AMBULANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
58-40-110 SALARIES AND WAGES	10,968.36	88,373.38	144,218.00	55,844.62	61.3
58-40-111 PART TIME WAGES	1,728.34	14,217.19	21,855.00	7,637.81	65.1
58-40-112 OVERTIME	2,808.04	18,628.37	11,448.00	( 7,180.37)	162.7
58-40-130 EMPLOYEE BENEFITS	6,099.26	50,057.37	66,670.00	16,612.63	75.1
58-40-210 MEMBERSHIPS	.00	.00	535.00	535.00	.0
58-40-230 TRAVEL & TRAINING	.00	.00	1,541.00	1,541.00	.0
58-40-240 OFFICE SUPPLIES	.00	.00	771.00	771.00	.0
58-40-245 UNIFORM ALLOWANCE	.00	1,241.84	3,954.00	2,712.16	31.4
58-40-248 VEHICLE MAINTENANCE	.00	7,442.52	9,243.00	1,800.48	80.5
58-40-250 EQUIPMENT MAINTENANCE	.00	2,310.27	6,676.00	4,365.73	34.6
58-40-270 GOLDCROSS BILLING FEES	3,743.51	30,768.85	19,513.00	( 11,255.85)	157.7
58-40-280 TELEPHONE	7.50	52.50	771.00	718.50	6.8
58-40-300 GAS	.00	2,494.04	6,676.00	4,181.96	37.4
58-40-310 PROFESSIONAL & TECHNICAL	.00	40,946.62	49,516.00	8,569.38	82.7
58-40-312 PMA FEES	.00	43,457.94	52,377.00	8,919.06	83.0
58-40-330 EMS EDUCATION	.00	155.00	1,027.00	872.00	15.1
58-40-480 SPECIAL DEPARTMENT SUPPLIES	.00	1,041.06	3,179.00	2,137.94	32.8
58-40-490 DISPOSABLE MEDICAL SUPPLIES	4,643.86	19,729.87	27,729.00	7,999.13	71.2
58-40-680 CHARGE FOR SERVICES - G/F	5,547.00	44,376.00	66,568.00	22,192.00	66.7
58-40-970 DEPRECIATION	2,333.00	18,664.00	28,000.00	9,336.00	66.7
58-40-980 RETAINED EARNINGS	.00	.00	111,063.00	111,063.00	.0
TOTAL EXPENDITURES	37,878.87	383,956.82	633,330.00	249,373.18	60.6
TOTAL FUND EXPENDITURES	37,878.87	383,956.82	633,330.00	249,373.18	60.6
NET REVENUE OVER EXPENDITURES	13,448.72	218,452.99	.00	( 218,452.99)	.0

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

COMMUNITY DEVELOPMNT & RENEWAL

ASSETS

61-10100	CASH - COMBINED FUND	68,560.61	
	TOTAL ASSETS		68,560.61

LIABILITIES AND EQUITY

LIABILITIES

61-22000	DUE TO GENERAL FUND	29,730.62	
61-22101	DUE TO SEWER FUND	(           .02)	
	TOTAL LIABILITIES		29,730.60

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
61-29800	FUND BALANCE-BEGINNING OF YEAR	(       41,378.46)	
	REVENUE OVER EXPENDITURES - YTD	80,208.47	
	BALANCE - CURRENT DATE	38,830.01	
	TOTAL FUND EQUITY		38,830.01
	TOTAL LIABILITIES AND EQUITY		68,560.61

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

COMMUNITY DEVELOPMNT & RENEWAL

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
61-30-110	TAX INC. - 36TH STREET	5,896.32	82,848.03	80,000.00	( 2,848.03)	103.6
61-30-170	INTEREST - 36TH STREET	24.44	24.44	100.00	75.56	24.4
	TOTAL REVENUE	5,920.76	82,872.47	80,100.00	( 2,772.47)	103.5
	TOTAL FUND REVENUE	5,920.76	82,872.47	80,100.00	( 2,772.47)	103.5

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

COMMUNITY DEVELOPMNT & RENEWAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
61-40-400 PROFESSIONAL	.00	.00	2,100.00	2,100.00	.0
61-40-710 CHARGE FOR SERVICES - G/F	333.00	2,664.00	4,000.00	1,336.00	66.6
61-40-820 LOAN INTEREST EXPENSE	.00	.00	3,000.00	3,000.00	.0
61-40-840 LOAN PAYMENT TO GENERAL FUND	.00	.00	30,000.00	30,000.00	.0
61-40-841 LOAN PAYMENT TO WATER FUND	.00	.00	20,500.00	20,500.00	.0
61-40-842 LOAN PAYMENT TO SEWER FUND	.00	.00	20,500.00	20,500.00	.0
TOTAL EXPENDITURES	333.00	2,664.00	80,100.00	77,436.00	3.3
TOTAL FUND EXPENDITURES	333.00	2,664.00	80,100.00	77,436.00	3.3
NET REVENUE OVER EXPENDITURES	5,587.76	80,208.47	.00	( 80,208.47)	.0

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

CRA - YOUNG MAZDA PROJECT AREA

ASSETS

66-10100	CASH - COMBINED FUND	56,891.26	
	TOTAL ASSETS		56,891.26

LIABILITIES AND EQUITY

LIABILITIES

66-21300	ACCOUNTS PAYABLE	4,252.19	
	TOTAL LIABILITIES		4,252.19

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
66-29800	FUND BALANCE-BEGINNING OF YEAR	28,065.97	
	REVENUE OVER EXPENDITURES - YTD	24,573.10	
	BALANCE - CURRENT DATE	52,639.07	
	TOTAL FUND EQUITY		52,639.07
	TOTAL LIABILITIES AND EQUITY		56,891.26

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

CRA - YOUNG MAZDA PROJECT AREA

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>REVENUE</u>					
66-30-100	TAX INCREMENT	1,439.29	20,111.45	30,850.00	10,738.55	65.2
66-30-101	INTEREST	5.93	5.93	.00	( 5.93)	.0
66-30-125	SALES TAX REVENUE	1,000.67	5,159.72	8,350.00	3,190.28	61.8
	TOTAL REVENUE	2,445.89	25,277.10	39,200.00	13,922.90	64.5
	TOTAL FUND REVENUE	2,445.89	25,277.10	39,200.00	13,922.90	64.5

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

CRA - YOUNG MAZDA PROJECT AREA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
66-40-100 PROFESSIONAL & TECHNICAL	.00	.00	19,950.00	19,950.00	.0
66-40-550 TAX INCREMENT INCENTIVES	.00	.00	18,200.00	18,200.00	.0
66-40-600 CHARGE FOR SERVICES - G/F	88.00	704.00	1,050.00	346.00	67.1
TOTAL EXPENDITURES	88.00	704.00	39,200.00	38,496.00	1.8
TOTAL FUND EXPENDITURES	88.00	704.00	39,200.00	38,496.00	1.8
NET REVENUE OVER EXPENDITURES	2,357.89	24,573.10	.00	( 24,573.10)	.0

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

CDRA - NW PROJECT AREA

ASSETS

67-10100	CASH - COMBINED FUND		197,707.38	
	TOTAL ASSETS			197,707.38

LIABILITIES AND EQUITY

LIABILITIES

67-21300	ACCOUNTS PAYABLE		85,490.99	
	TOTAL LIABILITIES			85,490.99

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
67-29800	FUND BALANCE-BEGINNING OF YEAR	58,216.34		
	REVENUE OVER EXPENDITURES - YTD	54,000.05		
	BALANCE - CURRENT DATE		112,216.39	
	TOTAL FUND EQUITY			112,216.39
	TOTAL LIABILITIES AND EQUITY			197,707.38



SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

CDRA - NW PROJECT AREA

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
67-30-200	SALES TAX REVENUE	.00	54,000.05	122,450.00	68,449.95	44.1
	TOTAL REVENUE	.00	54,000.05	122,450.00	68,449.95	44.1
	TOTAL FUND REVENUE	.00	54,000.05	122,450.00	68,449.95	44.1

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

CDRA - NW PROJECT AREA

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>EXPENDITURES</u>					
67-40-480	SALES TAX INCENTIVES	<u>.00</u>	<u>.00</u>	<u>122,450.00</u>	<u>122,450.00</u>	<u>.0</u>
	TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>122,450.00</u>	<u>122,450.00</u>	<u>.0</u>
	TOTAL FUND EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>122,450.00</u>	<u>122,450.00</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>54,000.05</u>	<u>.00</u>	<u>( 54,000.05)</u>	<u>.0</u>

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

CITY CENTER CRA PROJECT

ASSETS

68-10100	CASH - COMBINED FUND	(	99,713.85)	
68-13100	ACCOUNTS RECEIVABLE		500,000.00	
	TOTAL ASSETS			400,286.15

LIABILITIES AND EQUITY

LIABILITIES

68-21600	DEFERRED INFLOW (NOTE)		500,000.00	
68-22100	DUE TO GENERAL FUND		225,000.00	
	TOTAL LIABILITIES			725,000.00

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
68-29800	FUND BALANCE-BEGINNING OF YEAR	(	322,095.21)	
	REVENUE OVER EXPENDITURES - YTD	(	2,618.64)	
	BALANCE - CURRENT DATE	(	324,713.85)	
	TOTAL FUND EQUITY			( 324,713.85)
	TOTAL LIABILITIES AND EQUITY			400,286.15

SOUTH OGDEN CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

CITY CENTER CRA PROJECT

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
68-30-200	TRANSFER IN FROM GENERAL FUND	.00	.00	12,500.00	12,500.00	.0
68-30-300	INTEREST INCOME	.00	2,353.36	7,500.00	5,146.64	31.4
	TOTAL REVENUE	.00	2,353.36	20,000.00	17,646.64	11.8
	TOTAL FUND REVENUE	.00	2,353.36	20,000.00	17,646.64	11.8

SOUTH OGDEN CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2022

CITY CENTER CRA PROJECT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
68-40-400 PROFESSIONAL & TECHNICAL	.00	4,972.00	20,000.00	15,028.00	24.9
TOTAL EXPENDITURES	.00	4,972.00	20,000.00	15,028.00	24.9
TOTAL FUND EXPENDITURES	.00	4,972.00	20,000.00	15,028.00	24.9
NET REVENUE OVER EXPENDITURES	.00	( 2,618.64)	.00	2,618.64	.0

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

CDRA HINCKLEY HOUSING FUND

ASSETS

85-10100	CASH - COMBINED FUND	88,366.73	
	TOTAL ASSETS		88,366.73

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
85-29800	FUND BALANCE-BEGINNING OF YEAR	88,366.73	
	BALANCE - CURRENT DATE	88,366.73	
	TOTAL FUND EQUITY		88,366.73
	TOTAL LIABILITIES AND EQUITY		88,366.73

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

GENERAL FIXED ASSETS

ASSETS

91-16200	LAND	11,132,437.01	
91-16250	BUILDINGS	12,264,990.54	
91-16300	IMPROVEMENTS	60,190,358.23	
91-16430	COURT	55,267.30	
91-16440	ADMINISTRATION	165,922.10	
91-16490	NON-DEPARTMENTAL	376,054.56	
91-16550	POLICE DEPT.	1,980,757.81	
91-16570	FIRE DEPT.	2,837,002.38	
91-16580	INSPECTIONS	17,150.79	
91-16600	STREETS	2,027,436.40	
91-16700	PARKS	1,231,660.25	
91-16710	RECREATION	60,010.91	
TOTAL ASSETS			92,339,048.28

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-29800	FUND BALANCE-BEGINNING OF YEAR	87,505,366.19	
91-29850	ADDITIONS - CURRENT YEAR	4,833,682.09	
BALANCE - CURRENT DATE		92,339,048.28	
TOTAL FUND EQUITY			92,339,048.28
TOTAL LIABILITIES AND EQUITY			92,339,048.28

SOUTH OGDEN CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2022

GENERAL LONG-TERM DEBT

ASSETS

95-12030	AMT TO RETIRE SCHOOL DIST LSE	325,468.33	
95-12050	AMOUNT TO RETIRE SIEMENS LEASE	57,143.41	
95-12070	AMT TO RETIRE ZIONS BANK LEASE	1,309,694.31	
95-18100	AMOUNT TO BE PROVIDED FOR DEBT	9,323,406.21	
TOTAL ASSETS			11,015,712.26

LIABILITIES AND EQUITY

LIABILITIES

95-23140	ZIONS BANK LEASE	1,309,694.31	
95-23150	WEBER SCHOOL DIST LEASE	325,468.33	
95-23160	SIEMENS LEASE	57,143.41	
95-23275	SERIES 2019 REFUNDING BONDS	8,055,000.00	
95-23280	2012 CLASS 'C' ROAD BONDS	236,000.00	
95-23335	RETIREMENT LIABILITY	1,032,406.21	
TOTAL LIABILITIES			11,015,712.26
TOTAL LIABILITIES AND EQUITY			11,015,712.26



# South Ogden City

## April 05, 2022

### Fiscal Year 2022

#### Over-spent budget line items

Acct. #		Current Budget	Amount Spent	Overage
10-41-240	Books, Subscrip & Memberships - Council	\$11,297.00	\$11,297.91	(\$0.91)
10-43-240	Office Supplies - Court	\$3,054.00	\$3,437.21	(\$383.21)
10-44-750	Capital Outlay - Administration	\$0.00	\$2,183.76	(\$2,183.76)
10-49-250	Unemployment - Non-Departmental	\$2,054.00	\$2,423.32	(\$369.32)
10-49-323	City-wide Telephone - Non-Departmental	\$5,854.00	\$6,037.72	(\$183.72)
10-49-550	Covid - 19 / Cares Act	\$0.00	\$4,119.00	(\$4,119.00)
10-55-247	Animal Control Costs - Police	\$6,824.00	\$16,384.37	(\$9,560.37)
10-55-649	Lease/Interest Taxes - Police	\$0.00	\$8,476.63	(\$8,476.63)
10-55-650	Lease Payments - Police	\$40,000.00	\$91,970.34	(\$51,970.34)
10-57-112	Overtime - Fire	\$103,022.00	\$182,575.82	(\$79,553.82)
10-57-230	Travel & Training - Fire	\$9,243.00	\$10,074.57	(\$831.57)
10-57-250	Vehicle Maintenance - Fire	\$23,621.00	\$28,159.16	(\$4,538.16)
10-57-300	Gas - Fire	\$12,324.00	\$18,381.52	(\$6,057.52)
10-58-248	Vehicle Maintenance - Inspections	\$514.00	\$605.41	(\$91.41)
10-58-300	Gas - Inspections	\$1,027.00	\$1,621.09	(\$594.09)
10-58-649	Lease Interest/Taxes - Inspections	\$0.00	\$77.34	(\$77.34)
10-60-240	Office Supplies - Streets	\$1,027.00	\$1,036.42	(\$9.42)
10-60-260	Building & Grounds Maintenance - Streets	\$10,270.00	\$51,025.68	(\$40,755.68)
10-60-649	Lease Interest/Taxes - Streets	\$0.00	\$20,908.63	(\$20,908.63)
10-60-650	Lease Payments - Streets	\$9,500.00	\$183,533.10	(\$174,033.10)
10-70-120	Temporary Wages - Parks	\$6,492.00	\$10,175.70	(\$3,683.70)
10-70-300	Gas - Parks	\$7,189.00	\$10,007.86	(\$2,818.86)
10-70-549	Construction Mgmt - Burch Creek Park	\$4,439.00	\$6,544.38	(\$2,105.38)
10-70-550	Burch Creek Park Construction	\$92,157.00	\$112,307.00	(\$20,150.00)
10-70-649	Lease Interest/Taxes - Parks	\$0.00	\$11,045.48	(\$11,045.48)
10-70-650	Lease Payments - Parks	\$4,500.00	\$102,225.56	(\$97,725.56)
10-71-230	Travel & Training - Recreation	\$2,054.00	\$2,088.64	(\$34.64)
10-71-241	Comp League Expenses - Recreation	\$7,081.00	\$10,544.25	(\$3,463.25)
10-71-350	Officials Fees - Recreation	\$29,225.00	\$33,888.00	(\$4,663.00)
12-40-325	Fireworks - South Ogden Days	\$0.00	\$5,000.00	(\$5,000.00)
40-40-122	40th St. & Chimes View Dr - Cap Proj Fund	\$0.00	\$46,229.10	(\$46,229.10)
51-40-310	Professional & Technical - Water Fund	\$16,780.00	\$33,120.60	(\$16,340.60)
51-40-550	Weber Basin Exchange - Water Fund	\$301,345.00	\$312,269.85	(\$10,924.85)
51-40-649	Lease Interest/Taxes - Water Fund	\$2,648.00	\$2,854.79	(\$206.79)
51-40-750	Capital Outlay - Water Fund	\$142,750.00	\$155,101.68	(\$12,351.68)
51-40-980	Contingency - Water Fund	\$166,064.00	\$181,736.32	(\$15,672.32)
53-40-112	Overtime - Storm Drain	\$11,132.00	\$11,201.57	(\$69.57)
53-40-248	Vehicle Maintenance - Storm Drain Fund	\$6,162.00	\$6,935.69	(\$773.69)
53-40-980	Contingency - Storm Drain Fund	\$122,848.00	\$124,317.33	(\$1,469.33)
54-40-440	Additional Clean-ups - Garbage Fund	\$7,600.00	\$9,137.83	(\$1,537.83)
54-40-649	Lease Interest/Taxes - Garbage Fund	\$1,360.00	\$1,569.14	(\$209.14)
58-40-112	Overtime - Ambulance Fund	\$11,448.00	\$20,305.26	(\$8,857.26)
58-40-210	Memberships - Ambulance Fund	\$535.00	\$594.83	(\$59.83)
58-40-270	GoldCross Billing Fees - Ambulance Fund	\$19,513.00	\$33,585.32	(\$14,072.32)
58-40-312	PMA Fees - Ambulance Fund	\$52,377.00	\$57,402.71	(\$5,025.71)

# South Ogden City

April 05, 2022

Fiscal Year 2022

FY 2022 Zions Lease Financing		Estimated Cost	Purchase price	\$850,000	Estimated Delivery Date
Police	Ford Ranger - animal control	\$46,800.00		\$46,800.00	12/25/2022
Police	Ford Escape XLT	\$31,452.00		\$31,452.00	12/25/2022
Streets	Ford F-150	\$34,000.00		\$34,000.00	
Streets	Ford F-150 super crew	\$38,000.00		\$38,000.00	12/25/2022
Streets	Elgin street sweeper	\$320,000.00		\$320,000.00	1/20/2023
Recreation	F-150	\$34,700.00		\$34,700.00	12/25/2022
Water	F-150	\$34,000.00		\$34,000.00	12/25/2022
Water	F-550 box w/trailer	\$108,750.00	\$93,847.28	\$14,902.72	delivered
Storm Drain	F-150	\$34,000.00		\$34,000.00	12/25/2022
Storm Drain	F-550 w/plow	\$76,350.00	\$77,103.11	(\$753.11)	delivered
Garbage	Roll-off bed	\$28,000.00		\$28,000.00	9/20/2022
50-25-25	Mini excavator : water - streets - storm d	\$77,948.00	\$61,254.40	\$16,693.60	delivered
Escrow Fee		\$1,000.00	\$1,000.00	\$0.00	
		<u>\$865,000.00</u>	<u>\$233,204.79</u>	<u>\$631,795.21</u>	

# South Ogden City

## April 05, 2022

### Fiscal Year 2022

#### Areas to keep an eye on:

##### Revenues:

Sales tax – 10-31-300 – currently holding strong

- First 7 months y-t-d up 10.40%
- Headwinds:
  - Interest rates – child care credit – fuel prices – inflation – uncertainty/world politics
  - Feb. 2014 – excluding Mar. 2020
- FY 2023 preliminary budget - - flat

Property tax – 10-31-100 – steady as amount is pre-determined

- FY 2023 truth – in – taxation

Fines & Forfeitures – 10-35-200 – lagging significantly

- Current y-t-d 8 months = \$30,398 average
- FY 2021 monthly average = \$31,323.73
- FY 2020 monthly average = \$41,772.08
- FY 2019 monthly average = \$52,806.10
- FY 2018 monthly average = \$54,705.97
  - DOWN – 44.43%

Interest – 10-36-100 – lagging significantly

- Feb. 2022 PTIF interest rate up to 0.4742% - highest in 14 months
- Feb. 2020 PTIF interest rate was 2.1033% before pandemic hit
  - Feb. 2022 balance = \$6,351.19 versus \$28,170.52 per month
  - 12-month avg. balance = \$5,009.56 versus \$22,219.75 per month

##### Expenditures:

Employee wages – FY 2023 potentially some pretty high increases – 10.3% wages

Employee benefits – FY 2023 – estimating 8.0% medical & 5.7% for dental

- URS rates are going down ½ of 1% for Tire I & Tier II non-public safety



- Down 1% for Tier I fire fighters

Anything – 300 (10-44-300 for example) = these are the fuel line items

- Expect shortages in FY 2022 and about a 40% increase in FY 2023

Bank service charges – 10-44-600

- covers all merchant service fees on line & over the counter & Xpress BillPay fees. More credit card transactions & all recreation registrations run through Xpress. The City currently does not charge a 'convenience' fee on any of its transactions.

Homeless Shelter State Fee – 10-49-450

- this is automatically withheld from the City's sales tax distribution, was \$2,831.56 per month increased Jan. 1<sup>st</sup> to \$3,206.54, 13.24%

Animal Control Costs – 10-55-247

- this expense item is tied to the animal adoption revenues +WTC contract + donations less assigned a/c comp.
  - adoptions last FY were down 167.12% from FY 2018 & 277.91% from FY 2017 (\$65,095 - \$46,011 - \$17,225)

Overtime – Fire Dept – 10-57-112

- continues to be significantly over budget

South Ogden Days – Fund 12

- there may be a need to appropriate more than \$50,000 to maintain a 2 day event – higher operating costs – tougher market for sponsorships – streamline city labor o/t costs – lesser events ????

Water Fund – increases from Weber Basin WCD

Sewer Fund – 10% increase in treatment fees from \$268,395 per quarter to \$292,948

- annually = \$98,212

Garbage Fund – 4% from Republic Services - - 9% from WC Transfer Station

### **Significant accomplishments this year:**

- last payment on the Class 'c' Road Bonds will be 5/01/2022 - \$238,448.50
- the end of the sales tax participation agreement with Young Subaru pending the final audit review – last payment of \$122,454.05 before June 30<sup>th</sup>

# AMERICA RESCUE PLAN ACT

Description	Estimated Cost	Notes/Comments
<b>Administration</b>		
Network Backup Servers	\$ 70,000	Recommended
<b>Fire</b>		
Ladder Truck	\$ 1,778,639	Future year lease
Ambulance	\$ 200,000	Future year lease
Remodel Station 82 Kitchen	\$ 30,000	Recommended
<b>Buildings</b>		
City Hall upgrades (paint, xeriscape, carpet)	\$ 100,000	Recommended
*Public Works Buildings & Yard Remodel	\$ 750,000	Recommended
<b>Public Works</b>		
Wash Basin at Shop	\$ 15,000	Recommended
Brine Solution Maker	\$ 90,000	Future year lease
International Dump w/plow & salter	\$ 143,000	Future year lease
International roll off w/ dumpsters	\$ 265,000	Future year lease
Gas Pumps	\$ 250,000	Not Recommended
<b>Parks</b>		
*Prepare Dev. & Funding Plan for Skate Park	\$ 500,000	Recommended
*Complete Burch Cr. & Club Hgts.Park signage (Logo & RAMP)	\$ 100,000	Recommended
*Trail prep for winter maintenance	\$ 250,000	Prop 1 Monies
Friendship security cameras	\$ 20,000	Recommended
40th Bowery & concrete	\$ 175,000	Future year project
Central Control sprinklers	\$ 190,000	Future year project
*Improve sidewalk connections where gaps exist	\$ 150,000	Recommended
*Complete a Park Master Plan for Meadows Park	\$ 10,000	Recommended
<b>Total all requests</b>	<b>\$ 5,086,639</b>	
<b>Total recommended</b>	<b>\$ 1,745,000</b>	

\*Item identified in the City's Strategic Plan



## NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, APRIL 5, 2022

WORK SESSION – 5 PM

REGULAR COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, April 5, 2022. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing, wearing of masks, and number of people allowed to gather in one place. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over [www.facebook.com/southogdencity](https://www.facebook.com/southogdencity).

## CITY COUNCIL MEETING AGENDA

### I. OPENING CEREMONY

- A. Call to Order – Mayor Pro Tem Brent Strate
- B. Prayer/Moment of Silence -
- C. Pledge of Allegiance – Council Member Howard

### II. NEW EMPLOYEE INTRODUCTION

- 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 March 15, 2022 Council Minutes

## **VI. DISCUSSION / ACTION ITEMS**

- A.** Consideration of Previously Tabled **Resolution 22-07** - Declaring Resolution 22-03 As Null and Void and Re-Voting On An Agreement With UDOT for Use of Federal Aid Money for the 40<sup>th</sup> Street/Chimes View Drive Road Project
- B.** Consideration of **Resolution 22-08** – Approving an Interim Agreement With Bird Rides LLC to Allow Scooters in South Ogden City
- C.** Consideration of **Resolution 22-09** – Approving an Agreement with Vertical Horizon for South Ogden Days Entertainment
- D.** Consideration of **Resolution 22-10** – Adopting a Sewer Capital Facilities Plan
- E.** Consideration of **Ordinance 22-03** – Granting an Access Easement Over a Portion of City Property

## **VII. DISCUSSION ITEMS**

- A.** Soccer/Lacrosse Fields at Burch Creek Elementary

## **VIII. DEPARTMENT REPORT**

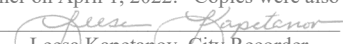
Assistant City Manager Doug Gailey - Review of Employee Survey Results

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

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

## **X. ADJOURN**

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on April 1, 2022. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.



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

TUESDAY, MARCH 15, 2022

WORK SESSION – 5 PM IN EOC

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

## WORK SESSION MINUTES

### COUNCIL MEMBERS PRESENT

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

### COUNCIL MEMBERS EXCUSED

Mike Howard

### STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Finance Director Steve Liebersbach, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

### MEMBERS OF THE PUBLIC PRESENT

No one else attended this meeting

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

[https://files4.1.revize.com/southogden/document\\_center/Sound%20Files/2022/CC220315\\_1602.mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC220315_1602.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 5:05 pm and entertained a motion to open the meeting 00:00:00

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



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## 38 II. REVIEW OF AGENDA

- There were several questions about the agreement with Connexxion

### 43 III. DISCUSSION ITEMS

### A. Short-Term Rentals

00:06:48

- The consensus of the Council was to ask the Planning Commission to look at short-term rentals and whether they should be allowed and regulated. The Planning Commission should also look at whether short-term rentals should be owner occupied.

### B. Juneteenth Holiday

00:35:57

- The council agreed they would make Juneteenth a paid South Ogden City holiday

## 55 IV. ADJOURN

- At 5:55 pm, Mayor Porter called for a motion to adjourn the work session

00:50:06

**Council Member Smyth so moved, followed by a second from Council Member Stewart. All present voted aye.**

## COUNCIL MEETING MINUTES

### COUNCIL MEMBERS PRESENT

Mayor Russell L. Porter, Council Members Brent Strate, Susan Stewart, and Jeanette Smyth

### COUNCIL MEMBERS EXCUSED

Mike Howard

### STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

### MEMBERS OF THE PUBLIC PRESENT

Kent Gardner, Wesley Stewart

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

[https://files4.1.revize.com/southogden/document\\_center/Sound%20Files/2022/CC220315\\_1658.mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC220315_1658.mp3)

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

## I. OPENING CEREMONY

### A. Call To Order

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

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

- The mayor excused Council Member Howard who was out of town

### B. Prayer/Moment of Silence

The mayor led those present in a moment of silence

### C. Pledge Of Allegiance

Council Member Smyth led everyone in the Pledge of Allegiance.

120 **II. PUBLIC COMMENTS**

121 Kent Gardner 00:01:12

122 Wesley Stewart- 00:06:07

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126 **III. RESPONSE TO PUBLIC COMMENT**

127 00:14:14

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- 129 • Mayor Porter announced he would give those online until 6:20 pm to make public comment

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132 **IV. CONSENT AGENDA**

133 A. Approval of March 1, 2022 Council Minutes

- 134 • The mayor asked if there were any comments or corrections for the consent agenda; seeing  
135 none, he called for a motion to approve the minutes

136 00:14:58

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138 **Council Member Smyth so moved. Council Member Strate seconded the motion. The**  
139 **voice vote was unanimous in favor of the motion.**

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143 **V. DISCUSSION /ACTION ITEMS**

144 A. Consideration of **Resolution 22-04** – Amending the South Ogden City Employee Policy  
145 Manual

- 146 • Staff overview 00:15:19  
147 • There was no discussion on this item  
148 • Mayor Porter called for a motion to adopt Resolution 22-04

149 00:16:45

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151 **Council Member Orr so moved. The motion was seconded by Council Member Strate.**  
152 **The mayor asked if there was any further discussion.** City Manager Dixon reminded the  
153 Council they had wanted to add Juneteenth as a paid holiday to the Employee Policy Manual.  
154 **Mayor Porter then called for a motion to adopt Resolution 22-04 with the addition of**  
155 **Juneteenth as an employee holiday. Council Member Smyth so moved, followed by a**  
156 **second from Council Member Strate.** There was some discussion on the motion. **Council**  
157 **Member Orr rescinded her motion and the motion and second by Council Members**  
158 **Smyth and Strate was recognized. The mayor made a roll call vote:**

159

160 Council Member Strate- Yes

161 Council Member Stewart- Yes

162 Council Member Orr- Yes

Council Member Smyth- Yes

The motion stood.

**B. Consideration of Resolution 22-05 – Approving a Franchise Agreement With Connex for Utilization of the City’s ROW for Installation of Fiber Optic Lines**

- Staff overview 00:22:55
- Questions/Discussion with Craig Brown, a representative of Connex 00:26:54
- Mayor Porter called for a motion to approve Resolution 22-05, approving a franchise agreement with Connex 00:37:30

Council Member Smyth so moved, followed by a second from Council Member Strate. After determining there was no further discussion, the mayor called the vote:

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

Resolution 22-05 was adopted.

**C. Consideration of Resolution 22-06 – Approving an Agreement With WFRC for Matching Grant Funds for Creation of a General Plan**

- At this point in the meeting, Mayor Porter announced there had been no online comment
- Staff overview 00:37:54
- Discussion 00:39:34
- During discussion, it was determined that more public engagement and a water conservation chapter needed to be added to the General Plan, therefore the scope of the agreement should be increased to include them. The council felt this item should be tabled until the additions could be included.
- Mayor Porter called for a motion to table Resolution 22-06 00:55:59

Council Member Strate so moved. Council Member Stewart seconded the motion. The mayor called the vote:

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

The motion was approved.

**D. Consideration of Resolution 22-07 – Declaring Resolution 22-03 As Null and Void and Re-Voting On An Agreement With UDOT for Use of Federal Aid Money for the 40th Street/Chimes View Drive Road Project**

- Staff overview 00:56:17
- Discussion 01:02:07
- The council determined this item should be tabled until all their questions could be answered
- The mayor called for a motion to table Resolution 22-07 01:13:06

Council Member Strate so moved. The motion was seconded by Council Member Smyth. The mayor made a roll call vote:

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

Resolution 22-07 was tabled.

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

**A. City Council Members**

- Council Member Orr - 01:13:25
- Council Member Strate - 01:19:15
- Council Member Stewart - 01:20:36
- Council Member Smyth - nothing to report

**B. City Manager 01:25:11**

- Council Member Orr - 01:27:28

**C. Mayor Porter 01:29:15**

**VII. ADJOURN**

- Mayor Porter called for a motion to adjourn the meeting 01:34:28

Council Member Smyth so moved, followed by a second from Council Member Orr. All present voted aye.

- The meeting ended at 7:35 pm.

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Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council Work Session and Council Meeting held Tuesday, March 15, 2022.

  
Kapetanov, City Recorder

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

**Resolution No. 22-07**

**RESOLUTION OF SOUTH OGDEN CITY DECLARING RESOLUTION 22-03 AS NULL AND VOID AND RE-APPROVING AN AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION FOR USE OF FEDERAL FUNDS FOR THE 40<sup>th</sup> STREET/CHIMES VIEW DRIVE ROAD IMPROVEMENT PROJECT, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**SECTION I-RECITALS**

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

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

**WHEREAS**, the City Council found it necessary to address certain Road Improvement Projects needs within the city; and,

**WHEREAS**, the City Council found that the city staff recommended the City contract with the Utah Department of Transportation for funding assistance for the installation and completion of the 40<sup>th</sup> Street/Chimes View Drive Road Improvement Project; and,

**WHEREAS**, the City Council found that the Utah Department of Transportation agreed to provide financial assistance for this project to meet the city's needs; and,

**WHEREAS**, the City Council voted on March 1, 2022 to enter into an agreement with the Utah Department of Transportation for use of Federal Funds for completion of the 40<sup>th</sup> Street/Chimes View Drive Road Improvement Project, with the condition that if the City's matching portion of the funds would exceed 6.77% of the total as laid out in the agreement, the City Manager would again bring the agreement before the City Council for re-consideration and re-vote; and,

**WHEREAS**, the City Council now finds that the City Manager has again brought the agreement before them for re-consideration and re-vote because the City's matching portion will exceed the before mentioned 6.77%;

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

## **SECTION II – PREVIOUS RESOLUTION DECLARED NULL AND VOID**

That Resolution 22-03, A Resolution Of South Ogden City Approving An Agreement With State Of Utah Department Of Transportation For The 40<sup>th</sup> Street/Chimes View Drive Road Improvement Project, Is Now Declared Null And Void.

## **SECTION III - CONTRACT AUTHORIZED**

That The "**Agreement**" For The 40<sup>th</sup> Street/Chimes View Drive Road Improvement Project, Federal Aid Agreement for Local Agency Project, Project Number F-3354(4)0, Administered by the Utah Department of Transportation, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Has Been Re-Considered and Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

That the foregoing recitals are incorporated herein.

## **SECTION IV - PRIOR ORDINANCES AND RESOLUTIONS**

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

## **SECTION V - REPEALER OF CONFLICTING ENACTMENTS**

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

## **SECTION VI - SAVINGS CLAUSE**

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

## **SECTION VII - DATE OF EFFECT**

This Resolution shall be effective on the 5th day of April, 2022, 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 5<sup>th</sup> day of April, 2022.**

**SOUTH OGDEN CITY**

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Russell Porter, Mayor

**ATTEST:**

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Leesa Kapetanov, CMC  
City Recorder

## **ATTACHMENT "A"**

### **Resolution No. 22-07**

Resolution Of South Ogden City Declaring Resolution 22-03 As Null And Void  
And Re-Approving An Agreement With The Utah Department Of  
Transportation For Use Of Federal Funds For The 40<sup>th</sup> Street/Chimes View  
Drive Road Improvement Project, And Providing That This Resolution Shall  
Become Effective Immediately Upon Posting And Final Passage.

05 Apr 22

**State of Utah  
Department of Transportation**

<b>Federal Aid Agreement for Local Agency Project</b> CFDA No. 20.205 Highway Planning and Construction	City of South Ogden - Matthew Dixon	Maximum Project Value Authorized  <b>\$4,745,200</b>
PIN Number <b>16936</b> FINET Number <b>55337</b> FMIS Number <b>F014164</b> DUNS Number <b>079579145</b>	Project Number <b>F-3354(4)0</b> PIN Description <b>40th St &amp; Chimes View - Riverdale to Washington</b>	Agreement Number (Assigned By Comptrollers)  <hr/> Date Executed

This Agreement is entered into this \_\_\_\_\_ by and between the Utah Department of Transportation ("UDOT") and **City of South Ogden "Local Agency"**, a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of **40th St & Chimes View - Riverdale to Washington**, located at **City of South Ogden** and identified as project number **F-3354(4)0**;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

**State Wide Transportation Improvement Program STIP 2022 - 2025**

Fund*	Prior	2022	2023	2024	2025	Total	Fed Aid	State	Other	Pct
<b>LOCAL GOVT</b>	\$0	\$0	\$0	\$0	\$454,735	\$454,735	\$0	\$0	\$454,735	100.00%
<b>STP_URB_O/L</b>	\$0	\$10,000	\$1,062,616	\$1,608,924	\$1,608,925	\$4,290,465	\$4,000,001	\$0	\$290,464	6.77%
<b>Total:</b>	\$0	\$10,000	\$1,062,616	\$1,608,924	\$2,063,660	\$4,745,200	\$4,000,001	\$0	\$745,199	15.70%

## **AGREEMENT**

Now, therefore, the parties agree as follows:

### **I. Description of the Project.**

### **II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
  - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
  - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
  - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
  - 4. Prepare and process the federal aid agreement before project initiation.
  - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
  - 6. Assist the local agency to process and approve Consultant Pay Requests.
  - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
  - 8. Coordinate to ensure ongoing communication with the local project sponsor.
  - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
  - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
  - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
  - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
  - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
  - 14. Coordinate the UDOT project closeout process.

### **III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
  - 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
  - 2. Coordinate with the UDOT Project Manager concerning the funding.
  - 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
  - 4. Manage the day-to-day activities of the Project as follows:
    - a. Consultant and professional services used on the Project.
    - b. The Local Agency shall recommend and approve consultant pay requests.
    - c. Project scope, schedule, budget, and quality.
    - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
    - e. Coordination with the assigned UDOT Project Manager.
    - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
    - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
    - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
    - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
  - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
  - 3) Ensure NEPA Environmental clearances and approvals are obtained.
  - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
  - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
  - 6) Ensure construction standards and specifications are met.
  - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
  - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
  - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
  - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
  - n. Approve the final advertising package and obtain local signature approval advertisement.
  - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
  - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
  - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
  - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
  - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
  - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
  - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

**IV. Funding.** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition, the Local Agency agrees to pay 100% of the overruns that exceed **\$4,745,200** and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Matthew Dixon at MDIXON@SOUTHOGDENCITY.COM](mailto:MDIXON@SOUTHOGDENCITY.COM), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

**V. Local Agency's Reimbursement Claims.** The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203. <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

**VI. Federal Aid Project Compliance.** Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

**Compliance with the John S. McCain National Defense Authorization Act:** The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

**VII. Project Authorization for Federal Aid.** The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be

found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

**VIII. Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

**IX. Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

**X. Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

**XI. Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

**XII. Availability of Records.** For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

**XIII. Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <https://www.udot.utah.gov/connect/business/design/project-advertising-tools/>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of



the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <https://www.ecfr.gov/cgi-bin/ECFR?page=browse> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

**XIV. Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

**XV. UDOT Service Costs.** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

**XVI. Additional Contracting Party.** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

**XVII. Termination.** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

**XVIII. Miscellaneous.**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this



Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

**XIX. Content Review**

Language content was reviewed and approved by the Utah AG's office on September 28, 2020.

**LOCAL AGENCY**

By \_\_\_\_\_

Date \_\_\_\_\_  
City of South Ogden Official

**Utah Department of Transportation**

By \_\_\_\_\_  
Region Director

Date \_\_\_\_\_

**UDOT Comptroller**

By \_\_\_\_\_  
Comptroller's Office

Date \_\_\_\_\_



**Consultant Services  
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH  
UTAH DEPARTMENT OF TRANSPORTATION  
ENGINEERING SERVICES**

**TODAY'S DATE** 2/4/2022  
**PM REQUEST DATE** 2/3/2022

**FEDERAL AID  
AGREEMENT NO.**

**Project No.:** F-3354(4)0

**PIN No.:** 16936

**PIN Description:** 40th St & Chimes View - Riverdale to  
Washington

**FINET Prog Code No.:** 55337

UDOT Project Manager	UDOT Contract Administrator
Nathan A Jones 166 West Southwell Street Ogden, UT 84404 (801)668-2826 nathanjones@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov

Local Government
City of South Ogden 3950 ADAMS AVE STE 1 South Ogden, UT 84403-1822 Matthew Dixon, (801) 622-2702 MDIXON@SOUTHOGDENCITY.COM

Project Value	\$4,745,200
Federal Match	\$4,000,001
Local Government Match	\$745,199
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

**Resolution No. 22-08**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN INTERIM  
OPERATING AGREEMENT WITH BIRD RIDES INC. FOR THEIR  
SCOOTER PROGRAM, AND PROVIDING THAT THIS RESOLUTION  
SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND  
FINAL PASSAGE.**

**SECTION I-RECITALS**

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

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

**WHEREAS**, the City Council finds it necessary to address certain alternative transportation needs within the city through the operation of a Bird Rides operational program; and,

**WHEREAS**, the City Council finds that the city staff recommends that the city adopt the Interim Operations Agreement with Bird Rides to fully address those needs on behalf of the citizens of the City; and,

**WHEREAS**, the City Council finds that Bird Rides Inc. has the ability to provide for unique transportation services to meet the city's and residents' needs through their operational program; and,

**WHEREAS**, the City Council now desires to further those ends by approving an Interim Operations Agreement with Bird Rides Inc. to provide such services; and,

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

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

**SECTION II - CONTRACT AUTHORIZED**

That The **"Interim Operating Agreement"** With Bird Rides Inc. For An Operational Program Within The City, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

### **SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

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

### **SECTION IV - REPEALER OF CONFLICTING ENACTMENTS**

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

### **SECTION V - SAVINGS CLAUSE**

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

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

This Resolution shall be effective on the 5<sup>th</sup> day of April, 2022, 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 5<sup>th</sup> day of April, 2022.

**SOUTH OGDEN CITY**

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Russell Porter, Mayor

**ATTEST:**

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Leesa Kapetanov, CMC  
City Recorder

## **ATTACHMENT "A"**

### **Resolution No. 22-08**

Resolution Of South Ogden City Approving An Interim Operating Agreement  
With Bird Rides Inc. For Their Scooter Program, And Providing That This  
Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

05 Apr 22

## **INTERIM OPERATING AGREEMENT**

This Interim Operating Agreement (the “Agreement”) is entered into by and between Bird Rides, Inc. dba “Bird”, located at 406 Broadway Avenue #369, Santa Monica, CA 90401 (“Company”), and South Ogden City, a UT municipal corporation located at 3950 Adams Ave. Suite 1, South Ogden, Utah 84403 (the “City”) as of May 3, 2022 (the “effective date”), shall remain in effect for a period of ninety (90) days, and shall automatically renew for successive one month terms thereafter unless terminated by either party.

### **1. Definitions:**

For purposes of this agreement, the following terms have the meanings provided.

**Frontage zone:** means the area where the façade of a building is located fronting the street and the space immediately adjacent to the building, where doors, street display of goods and sidewalk dining may be located.

**Furniture zone:** means the hard surface area between the back of curb and the pedestrian clear zone, where street furniture and amenities such as lighting, trees, utility poles, bicycle parking and transit stops may be located.

**Landscape strip:** means the area between the back of curb and the pedestrian clear zone that is not hard surfaced.

**Paved shoulder:** means the paved area of a street between the travel lane and the curb or, if there is no curb, the edge of pavement.

**Pedestrian clear zone:** means the primary dedicated and accessible pathway that runs parallel to the street and that is no less than 6 feet wide. If a sidewalk is six feet wide or less, the pedestrian clear zone is the entire width of the sidewalk.

**Site triangle:** means that portion of a street corner lying within a triangular area formed by measuring back along each of the curb lines to a point forty feet from the intersection of said curb lines, and then connecting the points thus established with a third line.

**Shared Personal Transportation Device:** means a stand-up electric scooter, a bicycle or an electric assisted bicycle

**Stand-up electric scooter:** means a device with no more than two ten-inch or smaller diameter wheels that has handlebars, is designed to be stood upon, and is powered by an electric motor that is capable of propelling the device with or without human propulsion at a speed no more than twenty (20) miles per hour on a paved level surface.

## **2. Statement and Purpose**

The purpose of this Agreement is to establish interim rules and regulations governing the operation of Shared Personal Transportation Devices (SPTD) within the City and to ensure that mobility sharing systems are consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public right-of-way.

## **3. Scope**

This Agreement applies to Company's proposed deployment of an SPTD sharing system within the City's jurisdictional boundaries. Nothing in this Agreement requires Company to deploy a particular type of SPTD or to deploy SPTDs in a particular location.

## **4. Fees**

As compensation for the use of the right-of-way for parking of SPTDs, Company shall pay City ten cents (\$ 0.10) per ride rental within the City. Payments under this section will be made on a monthly basis. This fee shall be in addition to, and not in lieu of, any business license or other applicable fee or charge.

## **5. Procedures**

- (a) Within 15 days of the effective date of this Agreement, the Company shall provide an affidavit of compliance with the rules in this Agreement until Operating Regulations are formally promulgated.
- (b) City shall establish Operating Regulations governing the operation of SPTD sharing systems. Company shall be required to comply with this Agreement and with the Operating Regulations as they may be amended from time to time.
- (c) If there is a conflict between the Operating Regulations and the terms of this Agreement, the Operating Regulations shall take precedence.

## **6. Operating Regulations**

- (a) Each SPTD shall have a unique identifying number that is readily visible to a rider or any member of the public.
- (b) Company shall provide easily visible contact information, including toll-free phone number and e-mail address on each SPTD for City employees and/or members of the public to make relocation requests or to report other issues with devices.
- (c) Company shall not allow any 3<sup>rd</sup> party advertising on its SPTDs.
- (d) City may, at any time and at City's sole discretion, amend operating regulations, parking guidelines and operations requirements if those amendments are uniform for all providers of SPTDs in the City. City shall provide Company with thirty (30) days prior written notice to comment on such amendments prior to the effective date of the amended regulation.

## 7. Deployment and Parking Guidelines

Company acknowledges and understands the following rules for Company's deployment of SPTDs and where riders may park SPTDs. While Company is not responsible for the decisions of its customers in parking an SPTD at the end of a rental, Company will provide notice to its customers with the following parking rules.

- (a) Locations where deployment and parking is **NOT** allowed:
  - (1) SPTDs shall not be parked in the landscape strip nor shall they be parked in the furniture zone directly adjacent to or within the following areas, such that access is impeded (access is presumed to be impeded if the scooter is within five feet of any of these areas):
    - (A) Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
    - (B) Loading zones;
    - (C) Disabled parking zone;
    - (D) Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
    - (E) Curb ramps;
    - (F) Entryways; and
    - (G) Driveways.
  - (2) SPTDs shall not be parked in the frontage zone or in a manner that would impede or interfere with the reasonable access to or from any building.
  - (3) SPTDs shall not be parked in the sight triangle of an intersection or within 15 feet of a street corner pedestrian ramp.
  - (4) SPTDs shall not be parked in such a manner as to block the pedestrian clear zone of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench or shelter; or utility pole or box.
  - (5) SPTDs shall not be parked on a street in a location where vehicle parking is limited to 15 minutes or less or where parking is otherwise prohibited, such as in a no parking zone or adjacent to a red painted curb.
- (b) Locations where deployment and parking **IS** allowed:
  - (1) SPTDs shall be parked upright on hard surfaces and, except as provided in subsections 7.B.(2)(b) and (c), in the furniture zone of the sidewalk, including beside a bicycle rack or in another area specifically designated for bicycle parking; provided that an SPTD does not interfere with the reasonable use of the bicycle rack.
  - (2) SPTDs may be parked in an **on-street space** designated for vehicle parking only under the following circumstances:
    - (A) When City has marked parking spaces as officially designated stations for the SPTD program;
    - (B) Where the furniture zone is less than three feet wide;
    - (C) Where there is a landscape strip without a furniture zone;
    - (D) In neighborhoods with rolled curbs, or with inadequate



sidewalk space;

(E) In marked parking spaces designated for motorcycles.

(3) SPTDs may be parked on blocks without sidewalks only if the paved shoulder is at least eight feet wide, the scooter is not parked adjacent to a red painted curb and the scooter does not impede pedestrian traffic.

(c) Parking outside of City Right of Way: To the extent Company desires to deploy or have its customers park SPTDs in areas other than the public right-of-way (e.g. parks, plazas, parking lots, private property, or transit stations), the Company must first obtain the right to do so from the appropriate City department, property owner, or public agency and shall communicate this right to riders through signage or other notification approved by the respective entity and/or through a mobile or web application.

## **8. Operations**

- (a) Company shall maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions.
- (b) Company will implement a marketing and targeted community outreach plan at its own cost or, at City's request Company shall pay an in-lieu fee to the City to provide these services, to promote the proper and safe use of SPTD sharing citywide.
- (c) If a safety or maintenance issue is reported for a specific device, that SPTD shall be made unavailable to riders and shall be removed within the timeframes provided herein. Company shall repair any inoperable or unsafe SPTD before it is put back into service.
- (d) Company shall respond to requests for rebalancing, reports of incorrectly parked SPTDs, or reports of unsafe/inoperable SPTDs by relocating, re-parking, or removing the SPTDs, as appropriate, usually within 2 hours, but later than 4 hours, of receiving notice.
- (e) Company shall remove all SPTDs from the right-of-way during times that a winter storm warning or winter weather advisory is in effect for the South Ogden, Utah area when issued by the National Weather Service.
- (f) An SPTD may be removed by City crews and taken to a City facility for storage at the expense of the Company if the SPTD is:
  - (1) not relocated, re-parked, or removed within the timeframe specified in Subsection 8(d) or 8(e); or
  - (2) parked in one location for more than 72 hours without moving.
- (g) Company shall reimburse City for any costs incurred in abating any violations of this Agreement, including costs incurred under Section 8(f), or costs of repair or maintenance of public property within 30 days of receipt of an invoice detailing such costs.
- (h) Company shall provide notice to all riders by means of signage and through a mobile or web application that:
  - (1) SPTDs are to be primarily ridden on streets, and where available, in bike lanes and bike paths;
  - (2) SPTDs are to stay to the right of street lanes and, where bike lanes are

- available, SPTDs should be operated in the bike lane and to offer the right of way to bicycles on bike lanes and bike paths;
- (3) Helmets are strongly recommended for all riders;
- (4) Riders shall yield to pedestrians;
- (5) SPTDs are to be operated in accordance with rules applicable to pedestrians when crossing through crosswalks when vehicular traffic does not have the right of way;
- (6) Parking must be done in designated areas; and
- (7) Riding responsibly is encouraged.
- (i) SPTD riders are required to take a photo and submit the photo to Company whenever they park their scooter at the end of a ride.
- (j) Company shall provide education to SPTD riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.
- (k) Company will collaborate with City to address areas where SPTDs are observed to routinely either be in violation of any term of this Agreement or to where demand for SPTDs shows that additional operational changes may be needed.
- (l) Company shall begin operations with a fleet size of not more than 100 SPTDs. Company is permitted to increase its fleet size in increments of up to 25 scooters at a time in the event that Company's fleet provides on average more than three rides per SPTD per day. City may require Company to reduce its fleet size on a monthly basis in the event Company's fleet provides on average less than one rider per SPTD per day. Company shall provide City with data on at least a monthly basis to determine and demonstrate the utilization rate of scooters in the Company fleet.

## **9. Data Sharing.**

Company shall provide City with anonymized fleet and ride activity data for completed trips starting or ending within City on a SPTD owned by Company or of any person or company controlled by, controlling, or under common control with Company, provided that, to ensure individual privacy the trip data:

- (i) is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification;
- (ii) (ii) provided shall be treated as trade secret and proprietary business information, and may not be shared to third parties without Company's consent, and may not be treated as owned by City; and
- (iii) shall be considered private information, and, pursuant to Utah Code section 41-6a 1115.1, may not be disclosed under Title 63G, 806 Chapter 2, Government Records Access and Management Act, pursuant to a public records request received by City without prior aggregation or obfuscation to protect individual privacy.

## **10. Contact Information.**

The official addresses for providing notice to each party is as follows, and may be changed at any time by providing notice to the other party:

**Company:**

Bird Rides, Inc.  
406 Broadway Avenue #369  
Santa Monica, CA 90401

**City:**

South Ogden City  
3950 Adams Ave., Suite 1,  
South Ogden, UT 84403

The parties intend that much of the coordination and implementation of the terms of this Agreement will not require official notice. Contact information for such matters are as follows:

**Company:**

Bird Legal Department (birdlegal@bird.co)  
Austin Marshburn (amarshburn@bird.co)

**City:**

Matt Dixon, City Manager (801) 622-2702  
Doug Gailey, Assistant City Manager (801) 622-2727

## **11. Amendments**

This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written and executed by duly authorized representatives of the parties.

## **12. Relationship with City.**

- (a) Nothing in this Agreement creates a joint venture, partnership or other joint business relationship between Company and City.
- (b) The City reserves the right to suspend or terminate Company's use of City right of way under this Agreement at any time. Suspension may be for part or all of Company's fleet of SPTDs or for part or all areas within the City. Upon termination under this section, Company shall remove its entire fleet of SPTDs from City streets within thirty (30) days.
- (c) This agreement may be terminated, by either party, for any reason, or for no reason, prior to the expiration date, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination.

### **13. Indemnification**

Company agrees to indemnify, save harmless, and defend City, its elected officials, agents and employees, from all claims, liens, costs, including reasonable attorney fees, losses, or damages (collectively, "Claims"), brought against City and arising out of a negligent act, error, omission, or willful misconduct by Company or Company's employees, except to the extent the claims, demands, costs, losses, or damages arise out of City's negligence or willful misconduct.

### **14. Insurance**

- (a) Company shall provide City with proof of insurance coverage including:
  - (1) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence;
  - (2) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence;
  - (3) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence; and
  - (4) Where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement. Company may satisfy the minimum liability limits required for Commercial General Liability or Commercial Automobile Liability under an Umbrella or Excess Liability policy.
- (b) Company shall name City, its employees and elected officials as an additional insured on all insurance liability policies.
- (c) In any liability release or waiver executed by a customer who rents an SPTD, Company shall include City, its employees and elected officials, as persons or entities included in such release or waiver.

### **15. Waiver**

City's decision or failure to insist upon strict performance of any provision of this Agreement on one or more occasions shall not constitute a waiver of such provision by the City, nor shall the City relinquish any rights it may have under this Agreement to require performance of such conditions in the future.

### **16. Severability**

Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

### **17. Governing Law**

This Agreement and the performance hereunder shall be governed by the laws of the

State of Utah and any litigation under this Agreement shall take place in the Second District Court of Utah.

### **18. Integration**

This Agreement contains the entire and integrated agreement of the Parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducement, or understandings between the Parties and not contained herein shall be of any force or effect.

### **19. No Presumption**

This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either City or Company. Each Party represents and warrants to the other Party that it has been represented by, and has had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Agreement.

### **20. Further Acts**

In addition to the acts and laws recited herein and contemplated to be performed, executed, and delivered by City and Company, City and Company agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such further acts, laws and assurances as may be necessary to consummate the transactions contemplated hereby.

### **21. Non-liability of City or Agency Officials and Employees.**

No member, official, or employee of City shall be personally liable to Company, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Company, or its successor, or on any obligation under the terms of this Agreement

### **22. Governmental Immunity.**

Nothing in this Agreement shall be deemed to constitute or imply a waiver, modification, or alteration of the caps or limitations on liability or privileges, immunities, or other protection available to a city under the Utah Governmental Immunity Act or such other statutes or laws affording governmental agencies caps or limitations on liability or privileges, immunities or other protections.

### **23. Authority and Consent.**

The Parties represent and warrant that each has the right, legal capacity, and authority to enter into and perform its respective obligations under this Agreement and that no approvals or consents of any other person, other than the respective Party, are necessary.

**City / County, State**

**Bird Rides, Inc.**

Signed By:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Resolution No. 22-09**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AND  
AUTHORIZING ENTERING INTO AN AGREEMENT WITH  
VERTICAL HORIZON FOR THE PROVISION OF SERVICES  
INCIDENTAL TO THE CITY'S ANNUAL SOUTH OGDEN DAYS  
CELEBRATION; 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 ("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")§ 10-3-7179 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds there is an ongoing need for implementing techniques, tools, services and abilities to support the city's Annual South Ogden Days celebration; and,

**WHEREAS**, the City Council finds that the City now desires to further those ends by contracting with Vertical Horizon 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 Vertical Horizon Agreement, 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 Any Remaining Details under the Agreement On Behalf Of the City and Then to Sign, and the City Recorder Authorized to Attest, Any And All Documents Necessary At This Time, Or Subsequently, To Effect This Authorization And Approval.

### **SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

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

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

This Resolution shall be effective on the 5<sup>th</sup> day of April 2022, 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 5<sup>th</sup> day of April 2022.

**SOUTH OGDEN CITY**

---

Russell L. Porter  
Mayor

**ATTEST:**

---

Leesa Kapetanov, CMC  
City Recorder



## **ATTACHMENT "A"**

### **Resolution No. 22-09**

Resolution Of South Ogden City Approving And Authorizing Entering Into An Agreement With Vertical Horizon For The Provision Of Services Incidental To The City's Annual South Ogden Days Celebration; 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.

05 Apr 22



Contract #: 130613  
 Issue Date: 3/10/2022  
 Agent: Victoria Gordon

Agreement made this date, Thursday, March 10, 2022 by and between Vertical Horizon, Inc (hereinafter referred to as Artist) and Midtown Entertainment and Talent, LLC (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

**ARTIST:** Vertical Horizon  
**BILLING:** 100% Headline  
**EVENT TITLE:** South Ogden Days  
**DATE(S):** Saturday, June 18, 2022

**VENUE:** South Ogden City Celebration  
**ADDRESS:** Friendship Park E 5500 S 650 E  
 South Ogden, UT 84405  
**CAPACITY:** 2,000  
**AGES:** All Ages

<b>TICKETS:</b>	<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
<b>(USD)</b>	Free	2,000	--	--	--
	<i>Totals</i>	2,000	0		

Gross Potential \$0.00  
 Net Potential \$0.00

**DEAL:** \$20,000.00 Flat Guarantee PLUS Purchaser to Provide and Pay a \$1,000.00 buyout for hotels and for local ground transportation and backline per rider.

**ADD'L PROVISIONS:** MEET AND GREET: 50 attendees, before the performance

RADIUS: Artist agrees not to appear or announce within a 100 mile radius 90 days prior to the performance.

SHOW: This is family show, and the buyer respectfully requests and the artists agree to avoid foul language from the stage. Buyer also requests and artists agree to a reasonable Sound Pressure Level, peaks of 102 dBC at FOH.

STAGE: Stage is completely covered. In the event of wind or rain, event will remain on same stage. There will be no alternate stage provided.

MERCHANDISE: 90/10 Media; 80/20 Other Artist Sells; 75/25 Buyer Sells

**WLKOUT PTNTL:** \$20,000.00

<b>ANNOUNCE DATE:</b>	To Be Determined	<b>ON SALE DATE:</b>	N/A
<b>MERCH:</b>	80/20% Soft Goods; 90/10% CD'S/DVD'S; 80/20% Soft Goods; 90/10% CD'S/DVD'S. Artist sells		
<b>SCHEDULE:</b>	Load In	Per Advance	Vertical Horizon 8:45 pm, 75 minutes
	Sound Check	Per Advance	
	Doors	TBD	
	Show	TBD	

**CONTRACT DUE:** Wednesday, May 18, 2022

**PAYMENTS:** \$10,000.00 USD deposit payable by Wire Transfer/ACH/Cashier's Check to APA, due no later than Wednesday, May 18, 2022

Account #: 478 000 2013 / Swift #: BOFCUS33MPK / ABA #: 122 000 496

Account Name: Agency for the Performing Arts, Inc

Bank Address for Wire Transfers Only: Union Bank of California / 9460 Wilshire Blvd Beverly Hills, CA 90212 Do not send checks to this address.

Please include Artist and performance date on the payment memo.

**CONTACTS:** Burke Burkhardt (Production)  
 Chris Acton (Talent Buyer) PH: 801-592-4775 Email: cma@midtowntalent.com

Signatures on Page 2

---

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

---

**BY: X** \_\_\_\_\_

SIGNATURE OF PRESENTER

Matt Dixon, City Manager  
South Ogden City  
3950 Adams Ave.  
South Ogden UT 84403  
Phone: 801-622-2709

**BY: X** \_\_\_\_\_

SIGNATURE OF ARTIST REPRESENTATIVE

Vertical Horizon, Inc. c/o Matt Scannell

**ATTEST:**

**BY: X** \_\_\_\_\_

Leesa Kapetanov, City Recorder

STANDARD TERMS AND CONDITIONS

**PRODUCTION CONTROLS:** Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

**ARTIST'S COMPENSATION:** If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.

**BALANCE OF GUARANTEE:** The balance of the Guarantee shall be paid to Artist via bank wire no later than the scheduled engagement date if Purchaser fails to present the engagement.

**OVERAGES:** All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only. **ROYALTIES:** Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

**WORK PERMITS AND VISAS:** Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.

**CONFIDENTIALITY:** Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Exception: Purchaser must report attendance to Weber County RAMP in accordance with grant funding agreement. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

**ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE:** If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder, or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

**BILLING:** Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

**USE OF ARTIST'S NAME AND IMAGE:** Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

**MERCHANDISING:** Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall have no right to share in the proceeds from the sale of such merchandise.

**NO REPRODUCTION PERMITTED:** Purchaser will not and will not permit or authorize others (including, but not limited to, venue employees, representatives and contractors) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof. Exception: Purchaser must provide photographs to Weber County RAMP in accordance with grant funding agreement.

**STAGE SEATS:** It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

**PROMOTION:** Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

**TICKETS:** This is a free event provided by the purchaser. No tickets will be sold or offered.

**INDEMNIFICATION:** Purchaser shall defend, indemnify and hold harmless Artist, and any and all employees of Artist and any and all representatives of Artist from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.

**INSURANCE:** Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as

Contract #130613

promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.

**PURCHASER'S DEFAULT/CANCELLATION:** If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, or in the opinion of Artist or Artist's representative, is unsatisfactory, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

Notwithstanding the foregoing, and for the avoidance of doubt, if Purchaser cancels the Engagement directly or indirectly due to COVID-19 (or similar pandemic), then Artist's obligations hereunder will be fully excused and Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder, if any.

**FORCE MAJEURE:** If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; epidemic, pandemic, acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

For the avoidance of doubt, if within two (2) weeks prior to the Engagement, any governmental authority having jurisdiction over Artist and/or the Venue, issues any legislation, directive, or advice that relates directly or indirectly to COVID-19 (or similar pandemic), which either (a) materially and adversely impacts the Engagement, including, but not limited to, reducing Venue capacity in connection with the Engagement, (b) prevents the Engagement from occurring in accordance with the terms set forth in this Agreement, or (c) prohibits Artist from traveling in connection with the Engagement, then Artist's obligations hereunder will be fully excused and Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus any other payments and compensation due hereunder, if any.

**INCLEMENT WEATHER:** Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

**LIMITATION OF LIABILITY:** In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

**NOTHING CONTRARY TO LAW:** Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

**ENTIRE AGREEMENT:** These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of California, and the state and federal courts located in Los Angeles County in the State of California shall have exclusive jurisdiction over any matters pertaining hereto.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

\_\_\_\_\_ Initial

# STAFF REPORT



**SUBJECT:** Contract with Vertical Horizon and Midtown  
Entertainment and Talent LLC  
**AUTHOR:** Doug Gailey  
**DEPARTMENT:** Administration  
**DATE:** 04-05-2022

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## RECOMMENDATION

Approval of Contract with Vertical Horizon and Midtown Entertainment and Talent LLC

## BACKGROUND

South Ogden Days typically has a headliner band which plays before the fireworks show. This year South Ogden was able to contract with Vertical Horizon.

## ANALYSIS

Vertical Horizon is a late 90's rock band and will give a 75 minute performance. Staff believes that this genre of music will cater specifically to the 30-40 year old crowd, who are most likely to attend with their children and patronize the vendors at the event.

## SIGNIFICANT IMPACTS

South Ogden has obtained a grant from RAMP for \$10,000. The contract is for \$20,000 which will leave a balance of \$10,000. This money will be taken from the South Ogden Days budget.

## ATTACHMENTS

None

**Resolution No. 22-09**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AND  
AUTHORIZING ENTERING INTO AN AGREEMENT WITH  
VERTICAL HORIZON FOR THE PROVISION OF SERVICES  
INCIDENTAL TO THE CITY'S ANNUAL SOUTH OGDEN DAYS  
CELEBRATION; 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 ("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")§ 10-3-7179 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds there is an ongoing need for implementing techniques, tools, services and abilities to support the city's Annual South Ogden Days celebration; and,

**WHEREAS**, the City Council finds that the City now desires to further those ends by contracting with Vertical Horizon 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 Vertical Horizon Agreement, 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 Any Remaining Details under the Agreement On Behalf Of the City and Then to Sign, and the City Recorder Authorized to Attest, Any And All Documents Necessary At This Time, Or Subsequently, To Effect This Authorization And Approval.

### **SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

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

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### **SECTION V - SAVINGS CLAUSE**

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

This Resolution shall be effective on the 5<sup>th</sup> day of April 2022, 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 5<sup>th</sup> day of April 2022.

**SOUTH OGDEN CITY**

---

Russell L. Porter  
Mayor

**ATTEST:**

---

Leesa Kapetanov, CMC  
City Recorder



## **ATTACHMENT "A"**

### **Resolution No. 22-09**

Resolution Of South Ogden City Approving And Authorizing Entering Into An Agreement With Vertical Horizon For The Provision Of Services Incidental To The City's Annual South Ogden Days Celebration; 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.

05 Apr 22



Contract #: 130613  
 Issue Date: 3/10/2022  
 Agent: Victoria Gordon

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**ARTIST:** Vertical Horizon  
**BILLING:** 100% Headline  
**EVENT TITLE:** South Ogden Days  
**DATE(S):** Saturday, June 18, 2022  
**VENUE:** South Ogden City Celebration  
**ADDRESS:** Friendship Park E 5500 S 650 E  
 South Ogden, UT 84405  
**CAPACITY:** 2,000  
**AGES:** All Ages

TICKETS: (USD)	<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
	Free	2,000	--	--	--
	<b>Totals</b>	2,000	0		

Gross Potential \$0.00  
 Net Potential \$0.00

**DEAL:** \$20,000.00 Flat Guarantee PLUS Purchaser to Provide and Pay a \$1,000.00 buyout for hotels and for local ground transportation and backline per rider.

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**WLKOUT PTNTL:** \$20,000.00

**ANNOUNCE DATE:** To Be Determined **ON SALE DATE:** N/A

**MERCH:** 80/20% Soft Goods; 90/10% CD'S/DVD'S; 80/20% Soft Goods; 90/10% CD'S/DVD'S. Artist sells

**SCHEDULE:** Load In Per Advance Vertical Horizon 8:45 pm, 75 minutes  
 Sound Check Per Advance  
 Doors TBD  
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Account #: 478 000 2013 / Swift #: BOFCUS33MPK / ABA #: 122 000 496

Account Name: Agency for the Performing Arts, Inc

Bank Address for Wire Transfers Only: Union Bank of California / 9460 Wilshire Blvd Beverly Hills, CA 90212 Do not send checks to this address.

Please include Artist and performance date on the payment memo.

**CONTACTS:** Burke Burkhardt (Production)  
 Chris Acton (Talent Buyer) PH: 801-592-4775 Email: cma@midtowntalent.com

Signatures on Page 2

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

---

**BY: X** \_\_\_\_\_

SIGNATURE OF PRESENTER

Matt Dixon, City Manager  
South Ogden City  
3950 Adams Ave.  
South Ogden UT 84403  
Phone: 801-622-2709

**BY: X** \_\_\_\_\_

SIGNATURE OF ARTIST REPRESENTATIVE

Vertical Horizon, Inc. c/o Matt Scannell

**ATTEST:**

**BY: X** \_\_\_\_\_

Leesa Kapetanov, City Recorder

STANDARD TERMS AND CONDITIONS

**PRODUCTION CONTROLS:** Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

**ARTIST'S COMPENSATION:** If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.

**BALANCE OF GUARANTEE:** The balance of the Guarantee shall be paid to Artist via bank wire no later than the scheduled engagement date if Purchaser fails to present the engagement.

**OVERAGES:** All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only. **ROYALTIES:** Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

**WORK PERMITS AND VISAS:** Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.

**CONFIDENTIALITY:** Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Exception: Purchaser must report attendance to Weber County RAMP in accordance with grant funding agreement. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

**ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE:** If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder, or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

**BILLING:** Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

**USE OF ARTIST'S NAME AND IMAGE:** Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

**MERCHANDISING:** Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall have no right to share in the proceeds from the sale of such merchandise.

**NO REPRODUCTION PERMITTED:** Purchaser will not and will not permit or authorize others (including, but not limited to, venue employees, representatives and contractors) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof. Exception: Purchaser must provide photographs to Weber County RAMP in accordance with grant funding agreement.

**STAGE SEATS:** It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

**PROMOTION:** Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

**TICKETS:** This is a free event provided by the purchaser. No tickets will be sold or offered.

**INDEMNIFICATION:** Purchaser shall defend, indemnify and hold harmless Artist, and any and all employees of Artist and any and all representatives of Artist from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.

**INSURANCE:** Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as

Contract #130613

promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.

**PURCHASER'S DEFAULT/CANCELLATION:** If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, or in the opinion of Artist or Artist's representative, is unsatisfactory, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

Notwithstanding the foregoing, and for the avoidance of doubt, if Purchaser cancels the Engagement directly or indirectly due to COVID-19 (or similar pandemic), then Artist's obligations hereunder will be fully excused and Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder, if any.

**FORCE MAJEURE:** If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; epidemic, pandemic, acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

For the avoidance of doubt, if within two (2) weeks prior to the Engagement, any governmental authority having jurisdiction over Artist and/or the Venue, issues any legislation, directive, or advice that relates directly or indirectly to COVID-19 (or similar pandemic), which either (a) materially and adversely impacts the Engagement, including, but not limited to, reducing Venue capacity in connection with the Engagement, (b) prevents the Engagement from occurring in accordance with the terms set forth in this Agreement, or (c) prohibits Artist from traveling in connection with the Engagement, then Artist's obligations hereunder will be fully excused and Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus any other payments and compensation due hereunder, if any.

**INCLEMENT WEATHER:** Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

**LIMITATION OF LIABILITY:** In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

**NOTHING CONTRARY TO LAW:** Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

**ENTIRE AGREEMENT:** These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of California, and the state and federal courts located in Los Angeles County in the State of California shall have exclusive jurisdiction over any matters pertaining hereto.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

\_\_\_\_\_ Initial

# STAFF REPORT



**SUBJECT:** Sewer Capital Facilities Plan  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Public Works  
**DATE:** 4-5-21

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## RECOMMENDATION

City staff is recommending that the Mayor & City Council approve The Sewer Capital Facilities Plan.

## BACKGROUND

It is recommended that the Capital Facilities plans be reviewed on a 5-10 year basis to make sure all of the projects and impact fees a-line with the needs of South Ogden City. The plan will help keep the Sewer system working properly, assist in maintenance and identify new projects to the system. The Sewer Capitals Facilities Plan and Impact fee plan was last reviewed in May 2013.

## ANALYSIS

The Capital Facilities Plan update has been completed over the past few months to include a sewer model analysis for the syetem.. The City engineer completed a impact fee analysis to see if collecting a sewer impact fee is feasible under current guidelines. There is also a list of projects that need to be completed in the future which includes a cost estimate in todays dollars. The sewer model was completed to ensure the sewer system can run as efficeintly as possible. The model helps City staff maintain, improve, and budget for the sewer enterprise fund. The projects also align with the sustainabilty plan.

## SIGNIFICANT IMPACTS

No impact to the budget

## ATTACHMENTS

None

## **Resolution No. 22-10**

### **RESOLUTION OF SOUTH OGDEN CITY ADOPTING AN UPDATED SANITARY SEWER CAPITAL FACILITIES PLAN; AND, PROVIDING FOR AN EFFECTIVE DATE.**

#### **SECTION 1 - RECITALS**

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

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC")§ 10-3-7179 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds that the City has not charged a Sanitary Sewer Impact Fee since May of 2013, but still chooses to create a Sewer Capital Facilities Plan for the purposes of planning and budgeting; and,

**WHEREAS**, the City Council finds that the City has chosen, in conformance with UCA §11-36a-301 to prepare and adopt an independent Sanitary Sewer Capital Facilities Plan rather than including a capital facilities element in the City's general plan; 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 2 – CAPITAL FACILITIES PLAN ADOPTED**

That The Sanitary Sewer Capital Facilities Plan Dated March 2022, and Attached Hereto As **Attachment "A"** and by This Reference Fully Incorporated Herein, Is Hereby Approved and Adopted;

#### **SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS**

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

#### **SECTION 4 - 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 5 - 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 6 - DATE OF EFFECT**

This Resolution shall be effective on the 5<sup>th</sup> day of April 2022, 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 5<sup>th</sup> day of April 2022.

**SOUTH OGDEN CITY**

\_\_\_\_\_  
Russell L. Porter  
Mayor

**ATTEST:**

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



## **ATTACHMENT "A"**

### **Resolution No. 22-10**

Resolution Of South Ogden City Adopting An Updated Sanitary Sewer Capital Facilities Plan; And, Providing For An Effective Date.

05 Apr 22

# **SANITARY SEWER SYSTEM CAPITAL FACILITIES PLAN (FINAL)**

**March 2022**

South Ogden City Corporation  
3950 South Adams Avenue  
South Ogden City, Utah 84403  
(801) 622-2700

Engineer



Wasatch Civil Consulting Engineering  
1150 South Depot Drive, Suite 225  
Ogden, Utah 84404  
(801) 775-9191

SOUTH OGDEN CITY CORPORATION  
**Sanitary Sewer System  
Capital Facilities Plan**

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# **SECTION 1**

## **INTRODUCTION**

### **BACKGROUND**

South Ogden City is located in southeastern Weber County. The City currently (2022) has approximately 17,600 residents and covers an area of four square miles. No significant changes to the City's boundaries and service area are expected because it is bounded on all sides by adjacent municipalities. To the east and south is Uintah Highlands, to the west is Washington Terrace and Riverdale and to the north and east is Ogden City. Future growth is further limited by the lack of vacant land. Most of the current land use is residential housing with commercial corridors along Highway 89 and Riverdale Road. Future growth will likely be limited to "fill-in" developments and redevelopment.

The South Ogden area was settled in 1848 by Mormon pioneers. The site was initially named Burch Creek in honor of Daniel Burch, one of the first settlers. In the 1930s, Burch Creek was a farming community of about 800 people. Eventually, the community needed additional culinary water, a sewer system, roads, and sidewalks. In 1936, Weber County commissioners granted a petition for incorporation, and the Town of South Ogden was established. The construction of a sanitary sewer system began soon after incorporation, and the City has operated the system for at least 80 years.

South Ogden's close location to Hill Air Force Base and the Ogden Arsenal led to a housing boom in the 1940s and 1950s, and the community began a rapid change from agricultural to residential land use. Residential growth has continued and has been accompanied by businesses, schools, churches, fire and police departments. The sewer system continued to grow in order to serve the growing population.

All developed properties within South Ogden City are served by the sanitary sewer system. South Ogden's sewer system consists only of gravity wastewater collection. Wastewater treatment and trunk lines connecting the City to the treatment facility are provided by the Central Weber Sewer Improvement District (CWSID). CWSID operates a regional wastewater treatment facility located in northern Weber County, approximately 9 miles away. South Ogden's wastewater collection system discharges to two CWSID trunk sewers, one located at the south end of the City near Uintah and the other at the north end of the City near Riverdale.

### **PURPOSE**

The overall purpose of the Sanitary Sewer Capital Facilities Plan (CFP) is to identify improvements, recommend policies, and resolve existing and projected deficiencies in the City's wastewater collection system. The CFP is intended to assist City personnel in the budgeting and planning processes. The CFP will identify system deficiencies based upon an analysis of estimated flows compared to system capacity and known problems with aging facilities. A full evaluation of the condition of all sewer facilities is beyond the scope of this study.

If the City determines that an impact fee for sewer capital improvements is appropriate, then the CFP can also be used as the foundation of a Sewer Impact Fee Facilities Plan and an Impact Fee Analysis. The additional studies should be completed in compliance with requirements established by the Impact Fee Act, including public notification and hearings.

The CFP should be used as a general guide rather than a specific design for future improvements. It is anticipated that planned land uses may be modified in the future, and the actual future conditions may vary from those projected in this document. This document should be updated periodically as these changes occur.

## **AUTHORIZATION AND SCOPE OF WORK**

South Ogden City has authorized Wasatch Civil Consulting Engineering to complete a Sanitary Sewer System Capital Facilities Plan. The scope of work includes the following tasks:

1. Collect and review existing information pertinent to the City's existing sewer system
2. Update available sewer system mapping
3. Project future growth in the City
4. Estimate sewer flows and analyze the wastewater collection system to identify locations where additional capacity is required.
5. Meet with public works personnel to identify known problems and current deficiencies
6. Evaluate possible improvement projects to remedy identified deficiencies and provide additional capacity for growth
7. Identify South Ogden City sewers with shared flows from neighboring communities and recommend policies for shared costs or transfer to CWSID
8. Prepare a CFP document

## **STUDY AREA**

The study area includes all of the areas within the current boundary of South Ogden City. Wastewater flows from neighboring communities are included in the analysis based upon information provided by those communities. The study area boundary is shown in Exhibit 1.

## **DEFINITIONS**

**Average Flow** - The average flow rate over an extended period (daily to yearly).

**Sewer Main** - Small sewer pipes measuring 12- inches or less in diameter.

**Equivalent Residential Unit (ERU)** - A measure of sewer usage or flow representing a typical residential connection. For the purposes of this study, an ERU is defined as an average daily flow of 300 gpd.

**Infiltration/Inflow (I/I)** - Infiltration is water (typically groundwater) entering the sewer underground through cracks or unsealed pipe joints or manholes. Inflow is water (typically stormwater, groundwater, or surface runoff) that enters the sewer from opening in the pipes, grates, or unsealed manholes exposed to the surface.

**Interceptor Sewer** - Large sewer pipes, typically 24-inch diameter or larger, which form the backbone of the wastewater conveyance system.

**Peaking Factor** – The ratio of the peak flow to the average flow.

**Peak Flow** - The design flow or the highest flow rate expected in a sewer.

**Surcharge** - A condition in which the wastewater flow rate in a sewer system exceeds the capacity of the pipe, causing the sewer to flow full and the top surface of the sewage to rise above the top of the sewer pipe in the manholes.

**Trunk Sewer** - Sewer pipes measuring more than twelve inches but less than 24-inches in diameter. Trunk sewers generally connect sewer mains to interceptor sewers.

## **SECTION 2**

### **EXISTING SEWER SYSTEM**

#### **SANITARY SEWER FACILITIES**

##### **Wastewater Collection System**

The wastewater collection system consists of gravity sewers from 4-inch to 21-inch diameter. Table 2-1 below presents an inventory of the wastewater collection system piping.

**Table 3- 1. Existing System Inventory**

<b>Sewer Diameter</b>	<b>Length (feet)</b>	<b>Percentage of Total</b>
4-inch	350	0.1%
6-inch	2,420	0.9%
8-inch	229,700	81.5%
10-inch	13,260	4.7%
12-inch	9,730	3.5%
15-inch	5,790	2.1%
16-inch	1,670	0.6%
18-inch	13,030	4.6%
21-inch	5,960	2.0%
Total System	281,910	100.0%

The majority of the pipes in the City are 8-inch diameter, which is the minimum pipe diameter currently required by the Utah Division of Water Quality's design standards. Sewers that have been installed more recently are polyvinyl chloride (PVC) pipes. Sewers that were installed before 1980 may be clay tile or concrete pipe. A detailed map of the existing wastewater collection system is depicted in Exhibits 2-1 and 2-2. There are currently no sewer lift stations or pump stations operating within the study area.

The topography of South Ogden City has stepped benches (terraces) with moderate slopes that are well suited for the gravity sewer collection system. The topography divides the City into two major wastewater collection areas. The largest wastewater collection area coincides with the Burch Creek drainage, and a second, smaller collection area corresponds with an unnamed drainage area that flows southwesterly off the bench towards the Weber River.

The Burch Creek wastewater collection area comprises a network of sewer mains that collect wastewater from residential and commercial areas. The sewer mains convey the



wastewater to a trunk sewer that generally parallels Burch Creek. The Burch Creek trunk sewer discharges to a CWSID trunk sewer at the City's northern end. A second trunk sewer collects wastewater from Uintah Highlands and the South Ogden upper bench, mostly east of Highway 89. The Highlands Trunk Sewer connects to the south branch of the Burch Creek Trunk Sewer just below Harrison Boulevard.

A second wastewater collection area, designated as the South area, is located at the south end of the City. The South wastewater collection area coincides with a small, unnamed drainage that flows southwesterly from the bench toward the Weber River. The South Ogden Nature Park is located along the bottom of this drainage. A South Ogden City trunk sewer collects wastewater flows from this area and discharges to a CWSID trunk sewer near Uintah City.

## Wastewater Treatment

CWSID's trunk and interceptor sewers convey wastewater from South Ogden City to CWSID's regional wastewater treatment facility in Marriott-Slaterville. An evaluation of the capacity of the CWSID sewers and the treatment plant is not part of this capital facilities plan. CWSID provides the analysis and capital facilities planning for their wastewater conveyance and treatment facilities.

## Wastewater Flows from Adjacent Communities

South Ogden City's wastewater collection system receives flows from Ogden City, Uintah Highlands, and Washington Terrace. The connections to Ogden City and Uintah Highlands are at the upper end of the South Ogden wastewater collection system, so the flows are carried by the Burch Creek Trunk Sewer for most of the system length. The connection from Washington Terrace is to the Palmer Drive Trunk Sewer near the CWSID trunk sewer connection at Palmer Drive and 40<sup>th</sup> Street, so it only impacts a short distance of South Ogden City's sewer. Descriptions of the sewer connections from neighboring communities are given below:

- **Ogden City** – Ogden City sewers connect at 5250 South Harrison Boulevard and just east of the Edgewood Drive/Glassman Way intersection. There are also several other connections for Ogden City subdivisions and an IHC facility along the boundary between Ogden City and South Ogden City. A wheeling agreement and several interlocal agreements authorize these connections and the joint use of the Burch Creek Trunk Sewer. The agreements also outline responsibilities for maintenance and construction.
- **Uintah Highlands Improvement District** – Uintah Highlands has three points of connection to the South Ogden sewer system. An 18-inch diameter Uintah Highlands trunk sewer connects to South Ogden's trunk sewer near 5800 South Harrison Boulevard. A second connection point serves a commercial area west of Highway 89 near 1550 East, and a third connection point serves a small residential area east of Wasatch Drive. Interlocal agreements define flow requirements, maintenance responsibilities, and cost-sharing.
- **Washington Terrace City** – The 18-inch diameter Palmer Drive Trunk Sewer primarily serves Washington Terrace City. It joins an 8-inch South Ogden sewer at manhole near

4040 Palmer Drive and then extends approximately 334 feet along Palmer Drive to the beginning of a CWSID trunk sewer near 40<sup>th</sup> Street. An interlocal agreement identifies South Ogden City ownership of the 334 feet sewer from 4040 Palmer Drive to the CWSID trunk sewer.

## **SECTION 3**

### **PROJECTED GROWTH**

#### **EXISTING DEVELOPMENT**

South Ogden City currently has an estimated population of 17,600 and provides sewer service to about 5,000 residential connections and 230 commercial connections. Some multi-family developments are counted as a single connection but may serve many residential units.

#### **GROWTH PROJECTIONS**

South Ogden City has experienced a slowing growth rate over the past two decades. The 2010 Census reported a population of 16,532 and an average annual growth rate of 1.2% over the previous ten years. The 2020 Census reported a population of 17,488 and an average yearly rate of change of approximately 0.6% during the last ten years.

The growth rate for South Ogden City is relatively slow compared to Weber County overall. Weber County's annual growth rate over the past ten years is approximately 1.3%. The slow growth rate in South Ogden City appears to be caused by the lack of vacant land available for new development. It is expected that population growth within the South Ogden City service area will continue to slow as the City approaches build-out. Most of the anticipated growth will be "fill-in" developments and redevelopment rather than large-scale development projects. For the purposes of this study, an annual growth rate of 0.5% will be used to project future service requirements. The City has projected a build-out population of just over 18,000. However, build-out populations and growth rates can vary greatly due to economic conditions. The build-out population could exceed the projection if the current trend toward redevelopment with multi-family housing projects continues. Projections for population growth for the next ten years are presented in Table 3-1.

**Table 3-1. Projected Population**

<b>Year</b>	<b>Projected Population</b>
2022	17,600
2027	18,000
2032	18,500

## **SEWER FLOW ESTIMATES WITH GROWTH PROJECTIONS**

This study uses design standards by the Utah Division of Water Quality to estimate sewer flows. Sewer flow estimates based upon design standards are conservative but imprecise. This method likely overestimates sewer flows by an amount greater than the overall estimated growth. It is also difficult to predict locations for infill and redevelopment with any accuracy. Therefore, growth will be accounted for by including all currently proposed developments in the estimates and conservative estimates of current connections.

## **SECTION 4** **SEWER ANALYSIS**

### **EVALUATION CRITERIA AND LEVEL OF SERVICE**

The wastewater collection system was analyzed at key locations for hydraulic performance by comparing peak sewer flows to pipe capacity. Pipes where hydraulic capacity is a concern, were initially identified using calculated pipe capacity at minimum allowable sewer slopes. Sewers with capacity concerns at minimum slopes were further evaluated for capacity based upon the average ground slope along the alignment.

The recommended design standards for sewers is compliance with Utah Division of Water Quality design requirements and minimum hydraulic capacity capable of conveying peak flow with a design flow depth no greater than 70 percent of the pipe diameter. These design standards will be used as the level of service for the wastewater collection system and this evaluation.

### **EXISTING SEWER FLOWS**

Sewer flow rates vary widely by time of day and to a lesser extent by season. Because of these variations, wastewater flow rates are typically described by both average and peak flow rates. Average flow is the total volume measured over an extended period divided by elapsed time. Average flow is a typical design criterion for wastewater treatment processes but has little value in wastewater collection systems except as an intermediate step to calculate peak flow.

Peak flow is the highest instantaneous flow rate. The peak flow divided by the average flow is the peaking factor. For a sewer serving a typical residential area, the highest flows occur in the late morning. A second lesser peak occurs in the evening. Minimum flows typically occur in the early morning hours between midnight and 6 a.m. Daily variations, and therefore the peaking factors, tend to decrease as the population served increases. Most of the seasonal variations in wastewater flows are the result of higher infiltration in the summer months due to irrigation and higher groundwater levels. Seasonal variations are usually insignificant unless the wastewater collection system has a high level of infiltration.

The most precise method to determine wastewater flow rates is through physical, on-site measurements over an extended time. However, measuring sewer flows is expensive, time-consuming, and beyond the scope of this study. As an alternative to metering, sewer flows were estimated by applying sewer design standards and peaking factors.

#### **Average Flows**

Sewer flows for a community can be estimated by measuring the indoor use of culinary water. Indoor use of water was determined from data presented in the South Ogden City Culinary Water Capital Facilities Plan and confirmed with recent metering records. The average indoor water use during the winter months is approximately 92 gallons per capita day (gpcd). With three persons per residence, the average indoor water use per residence is 276 gallons

per day. It is expected that inflow and infiltration will also contribute additional flow to the sewer. Consequently, average daily sewer flows with infiltration are expected to approach 300 gpd per residence.

The Utah Division of Water Quality recommends using 100 gpcd to estimate average sewer flows. Appropriate peaking factors applied to average flows of 100 gpcd provide reasonable estimates of peak sewer flows for sewer design and construction. Average daily sewer flows of 100 gpcd are reasonably consistent with the measured indoor water use and is the value selected for use in this study. Applying 100 gpcd to an average of 3 persons per residence gives an average sewer flow of 300 gpd per residence.

### Peak Flows

Peak flows are estimated by multiplying the average flow by a peaking factor. Peaking factors vary depending upon the number and types of tributary connections and the indoor water use pattern. The Utah Division of Water Quality recommends a peaking factor of 4.0 for collector sewers and a peaking factor of 2.5 for interceptor and outfall sewers. This approach usually gives a very conservative design for sewer mains but may underestimate or overestimate peak flows for interceptor sewers, depending upon how an interceptor sewer is defined.

A more consistent method of determining peak flows is to use the Harmon formula, which calculates a peaking factor using the population tributary to the sewer of interest. The Harmon Formula is presented in Table 2-1. The Harmon Formula produces a range of peaking factors that are reasonably consistent with the peaking factors recommended by the Division of Water Quality. Using the Harmon Formula, a tributary population of 28,000 produces a peaking factor of 2.5, and a tributary population of 450 produces a peaking factor of 4.0. A summary of the assumptions and methodology used to calculate peak flow rates using the Harmon Equation is presented in Table 4-1.

### Equivalent Residential Units (ERUs)

Capacities of sewer system facilities can be expressed as equivalent residential units (ERUs). An ERU is the estimated wastewater flow from a typical residential connection. As described above, an ERU for the South Ogden wastewater collection system is an average flow of 300 gallons per day with a peaking factor calculated with the Harmon Equation. This value is consistent with design standards, as specified by the Utah Division of Water Quality design requirements.

**Table 4- 1. Average and Peak Sewer Flow Calculations**

PARAMETER	VALUE
Average Flow per Person	100 gpd
Number of People per Residence	3 people per ERU
Average Flow per ERU	$Q_{avg} = (3 \text{ people}) * (100 \text{ gpd}) = 300 \text{ gpd}$
Peaking Factor (Harmon Formula <sup>1</sup> )	$PF = 1 + (14 / (4 + (P)^{0.5}))$  Where: PF = Peaking factor P = Tributary population in 1000's
Peak Flow	$Q_p = (ERUs) * (300 \text{ gpd/ERU}) / 1440 * PF$  Where : Qp = Peak flow (gpm) ERUs = Number of tributary ERUs PF = Peaking factor

1. As presented in *Modern Sewer Design*, American Steel Institute, 1980.

The number of residential ERUs tributary to key locations in the wastewater collection system was calculated by counting the number of tributary residences, approved lots (without houses), and recently approved apartments and townhouses. This methodology tends to slightly overestimate the number of existing ERUs but generally accounts for anticipated growth.

The number of non-residential ERUs, including schools and commercial development, was calculated using typical indoor water use for these connections. Indoor water use was divided by the average flow per ERU to obtain the number of ERUs.

## PIPE CAPACITIES

Sewers are typically designed for open channel flow, or in other words, with a peak flow depth less than the pipe diameter. An open space between the top of wastewater and the top of the sewer pipe is essential for ventilation and preventing the buildup of corrosive gases. The recommended sewer design standard for South Ogden City is a flow depth that does not exceed 70 percent of the pipe diameter at peak design flow. In addition to ventilation, the open channel flow design provides some extra capacity for the following occurrences:

1. Abnormal peaking such as peak flows generated during a short-term event.
2. Minor obstructions due to rags, grease, and other debris.
3. Reduced capacity with time due to differential settlement, root growth, and increased pipe roughness.

Sewer capacities were calculated using Manning's Equation. Manning's Equation relates flow capacity to pipe slope, roughness, flow area, and wetted perimeter as follows:

$$Q = \left( \frac{1.49}{n} * A * \left( \frac{A}{P} \right)^{\frac{2}{3}} * \sqrt{S_f} \right) * 448.8$$

Where:

$Q$  = flow in gallons per minute (gpm)

$n$  = Mannings roughness factor, assumed to be 0.013 for all sewers

$A$  = flow area (square feet)

$P$  = wetted perimeter (feet)

$S_f$  = pipe slope (feet per foot)

Pipe slope information was not available for most of the sewers in South Ogden. Therefore, sewer capacities were initially calculated for minimum pipe slopes based on Utah Department of Environmental Quality design standards. Capacities based upon minimum design slopes were used to identify sewers where the flows could potentially exceed pipe capacity. Sewer capacities at minimum slopes are presented in Table 4-3. Sewers, where the minimum pipe slope would not provide capacity, are identified in Exhibits 3-1 and 3-2.

**Table 5- 2: Sewer Capacity at Minimum Slopes**

<b>Sewer Dia. (inches)</b>	<b>Minimum Slope<sup>1</sup> (ft/ft)</b>	<b>Capacity<sup>2</sup> (gpm)</b>	<b>Capacity as ERUs</b>
8	0.0033	262	330
10	0.0025	413	542
12	0.0019	590	804
15	0.0014	924	1329
18	0.0011	1330	2016
21	0.0009	1811	2880
24	0.0008	2365	3939

1. The slope calculated with Manning's Equation for a flow velocity of 2 feet per second when the flow depth is 50% of the pipe diameter. Minimum slope values are defined in TABLE R317-3-2.3(D)(4) Utah Administrative Code.

2. Calculated using Manning's Equation with  $n = 0.013$  and a maximum flow depth at 70% of the pipe diameter.

Additional sewer capacity calculations were performed for sewers where minimum slope capacity was identified as a concern. At these locations, the actual pipe slopes were estimated using the ground slope along the sewer alignment. When the ground slope was used to estimate the pipe slope, all sewers with capacity concerns appeared to have the required capacity.



The analysis results indicate that the gravity sewers have the hydraulic capacity to convey peak sewer flows. However, it should be noted that some of the sewers may not have the capacity that the model indicates. Flow capacity in sewers, especially those with older pipes, could be less than analysis results indicate due to differential settlement, poor construction, obstructions such as root growth into the pipes, or other unknown conditions. It is beyond to the scope of this study to identify specific obstructions within the sewers, but maintenance history and staff observations should provide some indication where obstructions may be a problem.

## **SECTION 5**

### **SYSTEM IMPROVEMENTS**

The sewer analysis and observations of South Ogden City Public Works staff were used to identify system deficiencies and recommended capital facilities improvements. This report provides a summary of recommended improvements and the estimated construction costs. This report also recommends system monitoring and policies for trunk sewers that receive flow from neighboring communities.

#### **ANALYSIS RESULTS**

The wastewater collection system was analyzed for capacity to convey projected flows. The analysis results indicate several areas of concern but identified no sewers where capacity is a definitive problem. It is recommended that South Ogden City monitor the sewers where capacity is a concern. If visual observations indicate flow levels are exceeding the recommended design criteria, then temporary flow metering should be implemented to define the extent of the problem fully. Occasional sewer surcharging may be acceptable but should be monitored frequently to avoid backups.

#### **FUTURE SYSTEM IMPROVEMENTS**

South Ogden City public works staff identified a number of improvements necessary to correct deficiencies or to improve the operation of the existing sewer system. These improvements are needed primarily due to the age of the system. Improvement alternatives with estimated construction costs were evaluated for each of the deficiencies. Descriptions of the problems and the recommended improvements are given below, and preliminary cost estimates are presented in Table 4-1. Cost estimates and additional details are provided in Appendix B. Project locations are depicted in Figures 3-1 and 3-2.

1. **700 East Sewer Re-Route Project** – A low point in the sewer at 700 East 5500 South causes sewer backups. This project eliminates the low spot by constructing a new 10" diameter sewer outfall from the low manhole, through Friendship Park and the National Guard Armory property, to a connection to the existing sewer at 5300 South. An easement agreement with the National Guard will be required for construction. This project adds sewer capacity and includes approximately 2500 feet of 10" diameter sewer with manholes and connections to the existing sewers.
2. **1300 East Manhole Drop Manhole Rebuild Project** – The existing sewer drop inside the sewer manhole at 1398 East 5250 South is in poor condition and needs to be reconstructed. Reconstruction work will include a new inside or outside sewer drop, bypass pumping, and landscape restoration following construction.
3. **Henry Miller Sewer Reconstruction/Lining Project** – The existing sewer is in poor condition. Initial assessments have identified approximately 1343 feet of pipe that can be lined and two areas where the sewer needs to be reconstructed. Burch Creek Townhomes Development may participate in the project and reroute a section of sewer that is within their proposed development. If the development does not participate in the project, then the project scope should be re-evaluated and additional improvements

- included in the project scope and cost estimate.
4. **CDBG Projects** – As part of proposed community development block grant (CDBG) projects, aging sewers will be reconstructed on Jefferson Avenue from 38th Street to the cul-de-sac, Leona Drive from Jefferson to Adams Avenue, Adams Avenue from 38th Street to 39th Street, and Diana Street from Adams Avenue to 530 East.
  5. **40th Street Sewer Lining Project** – The existing sewer on 40th Street between Washington Boulevard and Riverdale Road is in poor condition. The sewer will be lined in conjunction with road work projects in the area.
  6. **Chimes View Drive Sewer Lining Project** – The existing sewer on Chimes View Drive between Washington Boulevard and Riverdale Road is in poor condition. The sewer will be lined in conjunction with road work projects in the area.
  7. **Country Club Drive Sewer Reconstruction Project** – Reconstruct the sewer line from about 123 Country Club Drive to about 199 Country Club Drive.
  8. **Jefferson Avenue and Edgewood Drive Sewer Relocation Project** - The existing sewer near 712 Edgewood Drive is in poor condition and is located on easements through private property. This project will relocate the sewer to a more desirable alignment, mostly within public right-of-ways.

**Table 4-1. Improvement Projects**

<b>Project No.</b>	<b>Description</b>	<b>Estimated Cost</b>
1	700 East Sewer Re-Route Project	\$ 489,840.00
2	1300 East Manhole Drop Manhole Rebuild Project	\$ 25,200.00
3	Henry Miller Sewer Reconstruction/Lining Project	\$ 163,200.00
4	CDBG Projects	\$ 688,560.00
5	40th Street Sewer Lining Project	\$ 293,400.00
6	Chimes View Drive Sewer Lining Project	\$ 274,200.00
7	Country Club Drive Sewer Reconstruction Project	\$ 348,720.00
8	Jefferson Ave. and Edgewood Dr. Sewer Relocation Project	\$ 79,200.00
<b>TOTAL</b>		<b>\$ 2,362,320.00</b>

Cost estimates are based on recent bid prices for similar work. All costs are presented in current dollars. Recent price and economic trends indicate that future costs are difficult to predict with certainty. Engineering cost estimates given in this study should be regarded as conceptual and appropriate for use as a planning guide. Only during the final design can a definitive and more accurate estimate be expected.

## SEWERS WITH FLOW FROM ADJOINING COMMUNITIES

South Ogden City sewers currently receive inflow from Ogden City, Uintah Highlands Improvement District, and Washington Terrace City. Trunk sewers that carry combined sewer flows are shown in Exhibit 1. The Highlands Trunk Sewer conveys combined flows from South Ogden City and Uintah Highlands Improvement District. The Burch Creek Trunk Sewer conveys combined flows from South Ogden City, Ogden City, and Uintah Highlands. The Palmer Drive Trunk Sewer conveys combined flows from South Ogden City and Washington Terrace City. Interlocal and wheeling agreements with neighboring communities are summarized below, and the documents are provided in Appendix C.

### Ogden City

Flows from Ogden City are covered by the following agreements:

- Burch Creek Trunk Sewer Wheeling Agreement (1965) – This agreement outlines how construction and maintenance costs are to be shared between Ogden City and South Ogden City for the Burch Creek Trunk Sewer. The agreement also reserves approximately 2,020 gpm of the Burch Creek Trunk Sewer capacity for Ogden City. A peak flow of 2,020 gpm corresponds to approximately 3,350 ERUs. It appears that Ogden City currently has 800 ERUs tributary to the north branch and 970 ERUs to the south branch of the Burch Creek Trunk Sewer.
- Rolling Oaks Subdivision Interlocal Agreement (1987) – This agreement allows South Ogden City sewer and storm drain connections from Rolling Oaks Subdivision Phase 1 near 4780 Glassman Way. The agreement authorized sewer service for approximately 35 lots.
- Summer Meadows Interlocal Agreement (1993) - This agreement allows a South Ogden City sewer connection from Summer Meadow Subdivision near 4600 Glassman Way. The agreement authorized sewer service for a total of 36 lots.
- IHC Interlocal Agreement (2001) - This agreement allows a South Ogden City sewer connection from IHC Child Development Center near 1000 Country Club Drive.

### Uintah Highlands Improvement District

Flows from Uintah Highlands Improvement District are covered by the following agreements:

- Uintah Highlands Sewage Wheeling Agreement (1986) - This agreement authorizes a Uintah Highlands connection to the South Ogden City sewer on Harrison Boulevard. It also outlines how construction costs are to be shared between Uintah Highlands and South Ogden City for trunk sewers extending from the connection point through the Burch Creek trunk sewer. The agreement reserves approximately 670 gpm of the trunk sewer capacity for Uintah Highlands. A peak flow of 670 gpm corresponds to approximately 950 ERUs.

- Uintah Highlands Sewer System Telemetry and Maintenance Agreement (1986) - This agreement outlines how sewer flows and pump stations will be monitored and how systems will be maintained.
- Sewer Line Participation Agreement - Crossroads (1997) – This agreement authorizes the second point of connection from Uintah Highlands to the South Ogden City sewer at 1550 East and provides for joint construction of the Crossroads Sewer, which serves areas west of Highway 89. The agreement provides sewage wheeling through South Ogden City sewers to the CWSID trunk sewer in Uintah.
- Amendment to Uintah Highlands Sewage Wheeling Agreement (1999) - This agreement establishes the third point of connection to the South Ogden City sewer at 5875 South Willow Wood Lane. This amendment also outlines how flows are to be measured or estimated at all three connection points and adds 0.015 cfs to the allowable cumulative flows.

#### Washington Terrace City

Flows from Washington Terrace City are covered by the following agreement:

- Palmer Drive Interlocal Agreement (2006) - This agreement establishes ownership of the Palmer Drive Trunk Sewer for South Ogden City, Washington Terrace City, and CWSID. The agreement indicates that South Ogden City owns and is responsible for the maintenance of approximately 354 feet of the Palmer Drive Trunk Sewer.

#### Process for Transfer of Trunk Sewers CWSID

The Burch Creek Trunk Sewer and the Palmer Drive Trunk Sewer both discharge to CWSID trunk and interceptor sewers. CWSID has indicated that they are willing to consider taking over ownership and maintenance of trunk sewers with combined use by two or more communities. Both the Burch Creek Trunk Sewer and South Ogden City's portion of the Palmer Drive Trunk Sewer are potential candidates for CWSID ownership. CWSID indicated that a request would need to be made to their governing board. The request to CWSID should include the following information:

- Maps showing alignments, manhole locations, and pipe slopes
- An inventory indicating pipe sizes and pipe material types
- A video inspection and overall evaluation of sewer condition
- Flow measurements or estimates

Some of the required information is in this capital facilities plan. Additional surveying and inspections are needed for a complete presentation to CWSID. Ogden City and Uintah Highlands Improvement District will also need to approve any changes to the Burch Creek Trunk Sewer ownership.

## **CAPITAL IMPROVEMENT PRIORITIES AND RECOMMENDATIONS**

The identified capital improvements all have a similar priority. Projects should be scheduled for construction to coincide with roadway or development improvements or scheduled based upon available funding. The deficiencies associated with each project should be monitored, and higher priorities should be assigned if the problem escalates.

A large portion of the City's trunk sewer flows comes from Ogden City and Uintah Highlands Improvement District. Monitoring of these flows is recommended to ensure that the flows comply with current agreements and that trunk sewer capacities are not exceeded. At some locations, the current mapping shows sections of downsized trunk sewers. The actual pipe sizes and trunk sewer capacity should be verified.

## **MAINTENANCE AND INSPECTION**

Proper maintenance of wastewater collection facilities will preserve design capacities by reducing accumulations of sediments and debris in pipes and reducing infiltration (I/I). A program of regular video inspection is recommended.

## **FUNDING ALTERNATIVES**

Potential funding sources for capital improvements include the City's general fund, utility fees, impact fees, and funding from other entities.

### **General Fund**

Some cities fund sewer capital improvements using the general fund. This approach is typically used to construct minor improvement projects and to maintain the existing system. Paying for capital improvement projects with the general fund is usually considered on a case-by-case basis, rather than standard practice. Major improvements are usually funded through other means.

### **Utility Fees**

South Ogden City operates the sanitary sewer system as a public utility with monthly fees collected from users. The user fees can be collected and budgeted through an enterprise fund for operation and maintenance expenses and funding capital improvements.

### **Impact Fees**

Cities can assess new development an impact fee for sewer system capital improvements that are reasonably related to development activity. The process for establishing an impact fee and spending funds generated by the fee is established by Impact Fee Act (Utah Administrative Code, Title 11, Section 36a). This capital facilities plan does not identify significant improvements that are related to growth, so an impact fee is not currently recommended for the South Ogden City sanitary sewer system. If growth-related capital facilities projects are added by future studies, then the City could adopt an impact fee by completing the requirements outlined in the Impact Fee Act. Some of the Impact Fee Act requirements are summarized below:

- Capital improvements to be financed with impact fees must be identified in an Impact Fee Facilities Plan and must be reasonably related to growth.
- Impact fees must be calculated based on a proportionate share analysis. This means that impact fees charged to new development cannot exceed the proportionate share of the capital improvements necessitated by that development.
- Impact fee funds must be expended or otherwise encumbered within six years from the date they are collected.
- Impact fee funds cannot be used to maintain existing facilities, solve existing deficiencies, or improve the current level of service.

### Funding from Other Entities

The State of Utah Division of Water Quality oversees programs that allow smaller municipalities to obtain funding to construct planned projects using a combination of grants, low-interest loans, or no-interest loans. The programs typically have restrictions and requirements that cities must comply with to be awarded project funding.

### **UPDATING THE SANITARY SEWER CAPITAL FACILITIES PLAN**

The Sanitary Sewer Capital Facilities Plan is based upon many assumptions concerning development patterns and future land use. The information used for the plan represents the City's best effort at this time to project future development patterns and land use. However, planning is not a one-time event but rather an ongoing process. Sewer needs may change due to changing growth patterns, new regulatory requirements, or the City's desire for a different level of service. As the City prepares for further planning, this document should be reviewed and updated accordingly. General updates every five years are recommended.

## **REFERENCES**

American Iron and Steel Institute, 1980. Modern Sewer Design.

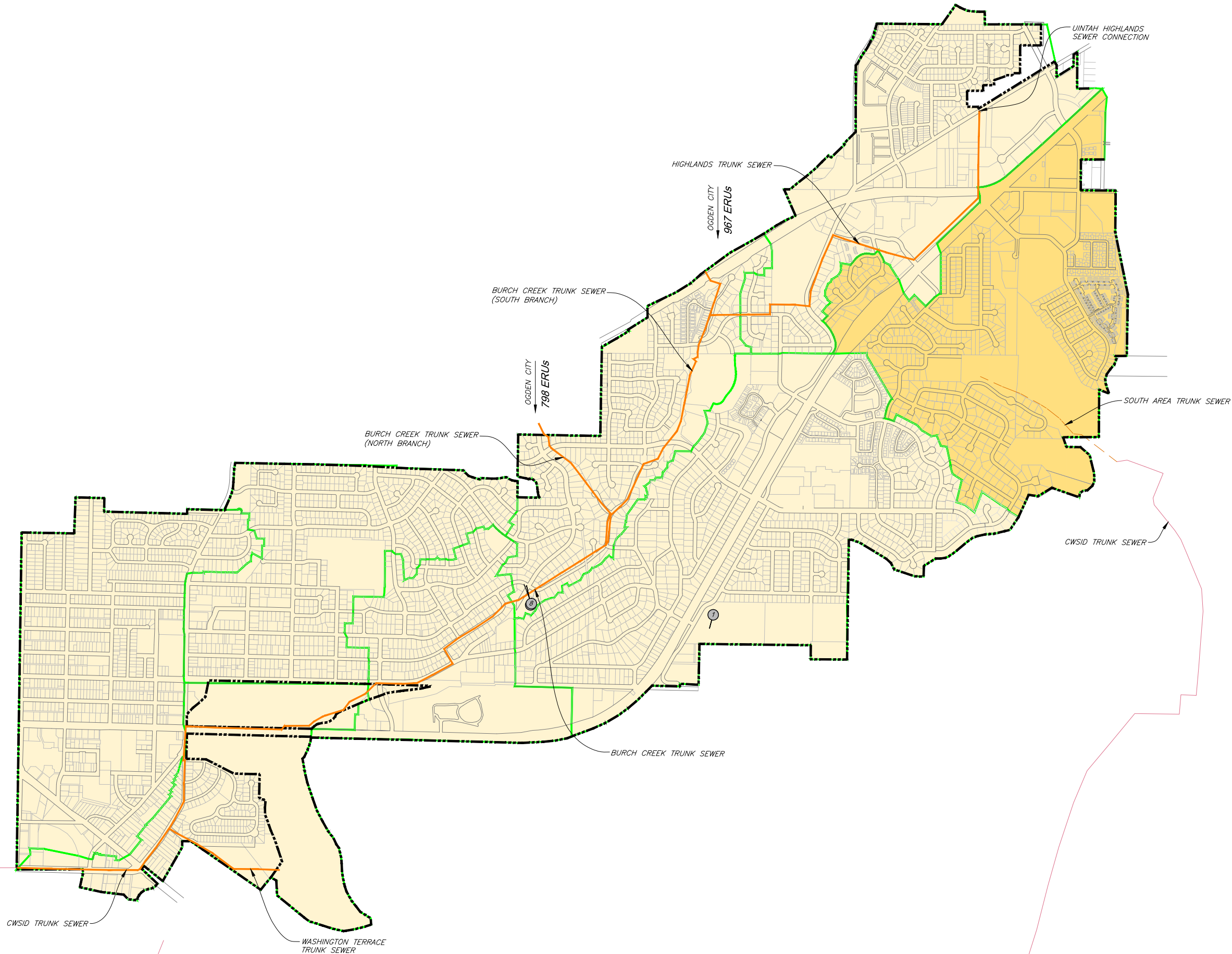
Utah Administrative Code, 2017. Administrative Rules for the Design Requirements for Wastewater Collection, Treatment, and Disposal Systems, Section R317-3.

Utah Administrative Code, 2021. Impact Fee Act, Title 11. Section 36a.



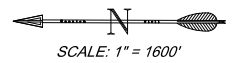
## **EXHIBITS**

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## SOUTH OGDEN CITY CORPORATION

### SERVICE AREA BOUNDARY AND TRUNK SEWERS



#### LEGEND

- SOUTH OGDEN CITY BOUNDARY
- TRIBUTARY AREA
- TRUNK SEWER
- BURCH CREEK AREA
- SOUTH AREA

SHEET:

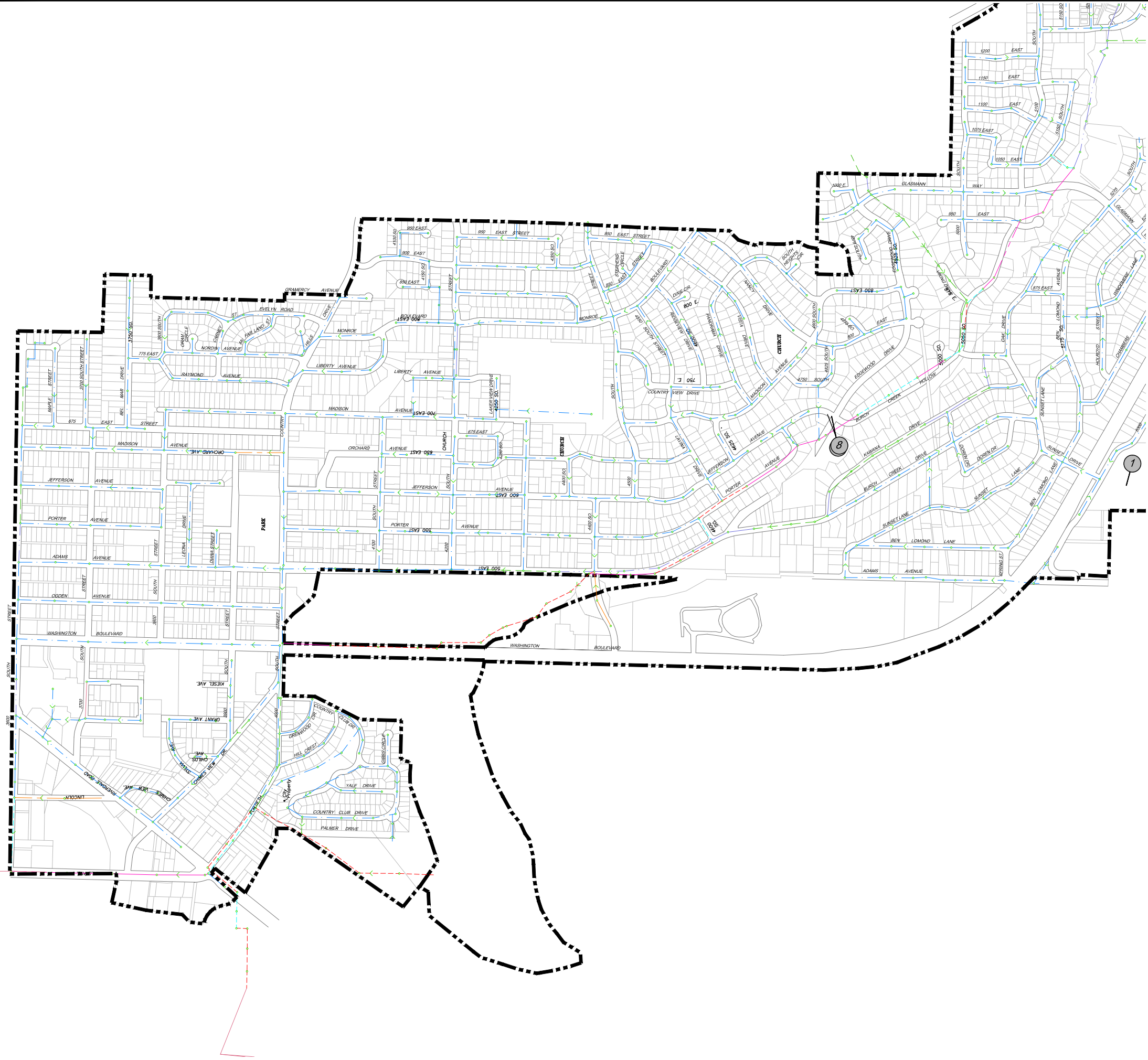
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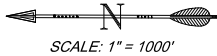
**WASATCH CIVIL**  
*Consulting Engineering*  
1150 SOUTH DEPOT DRIVE, SUITE 225  
OGDEN, UT 84404 (801) 775-9191

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**SOUTH  
OGDEN CITY  
CORPORATION**

**SANITARY SEWER  
SYSTEM**



**LEGEND**

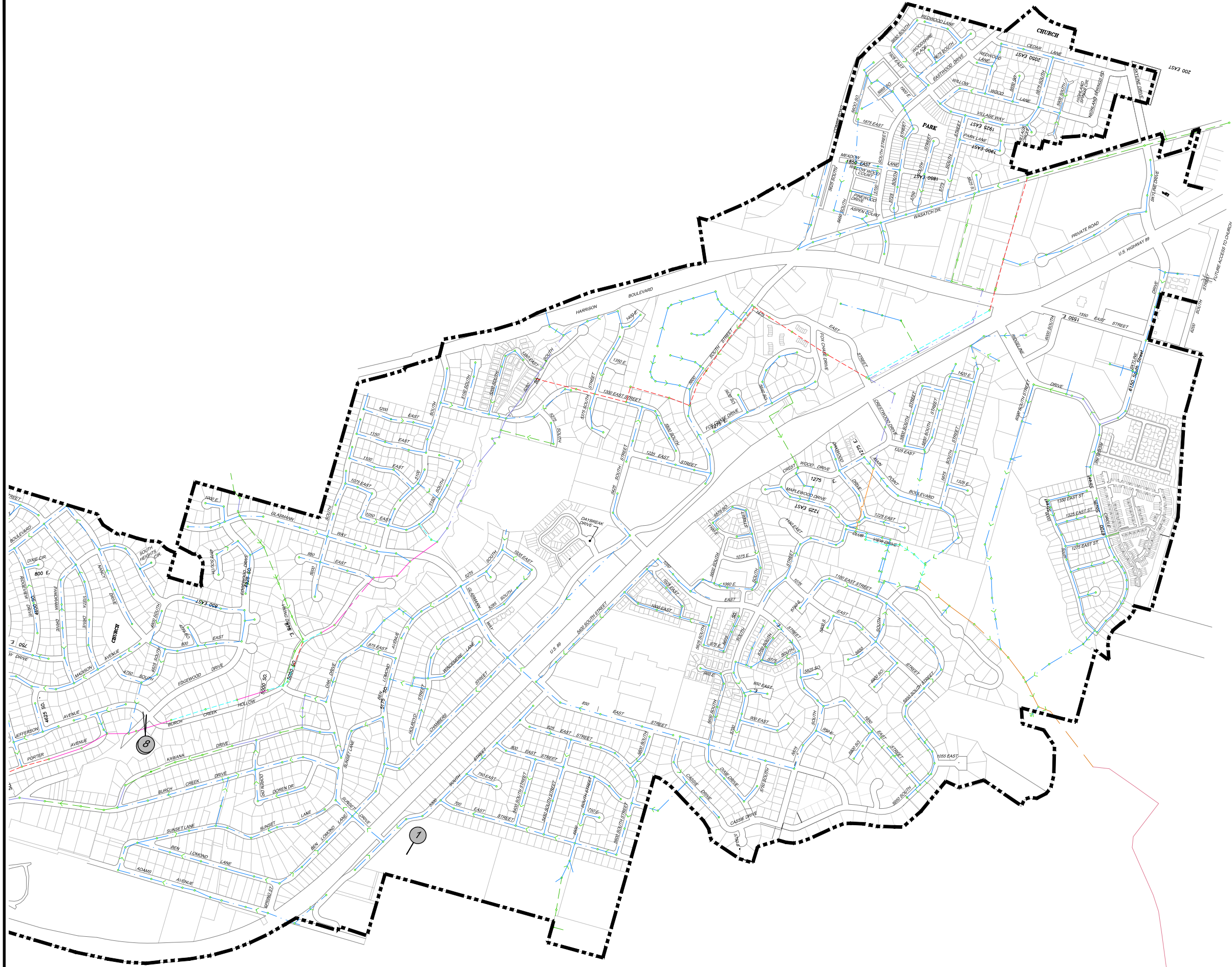
- SOUTH OGDEN CITY BOUNDARY
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- 6" SANITARY SEWER
- 8" SANITARY SEWER
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# SOUTH OGDEN CITY CORPORATION

## SANITARY SEWER SYSTEM



SCALE: 1" = 1000'

### LEGEND

- SOUTH OGDEN CITY BOUNDARY
- 4" SANITARY SEWER
- 6" SANITARY SEWER
- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 15" SANITARY SEWER
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- CWSID SANITARY SEWER
- DIRECTIONAL FLOW ARROW
- MANHOLE

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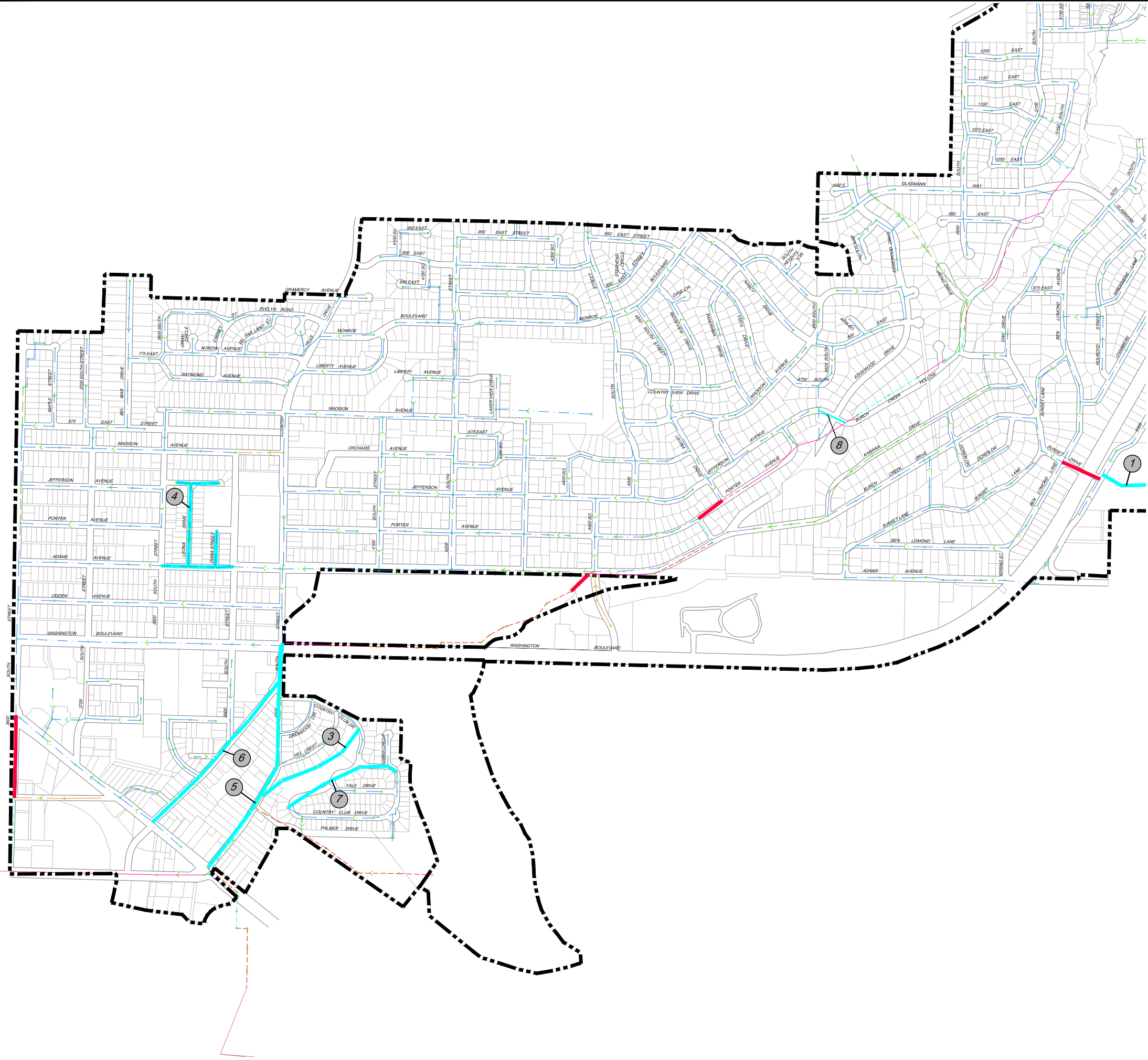
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**WASATCH CIVIL**  
Consulting Engineering  
1150 SOUTH DEPOT DRIVE, SUITE 225  
OGDEN, UT 84404 (801) 775-9191

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# SOUTH OGDEN CITY CORPORATION

## SEWER PROJECTS



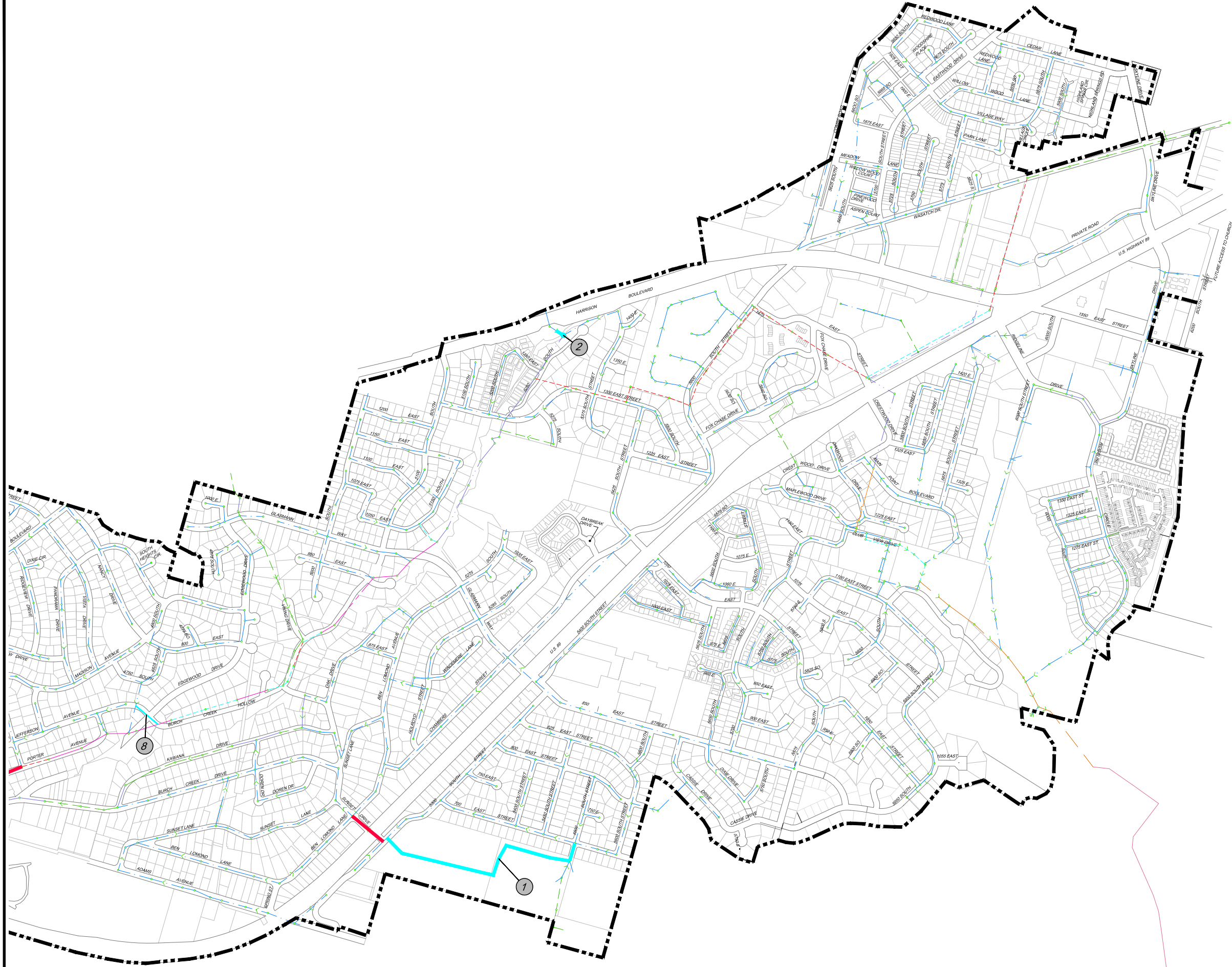
### LEGEND

- SOUTH OGDEN CITY BOUNDARY
- 4" SANITARY SEWER
- 6" SANITARY SEWER
- 8" SANITARY SEWER
- 10" SANITARY SEWER
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- 16" SANITARY SEWER
- 18" SANITARY SEWER
- 21" SANITARY SEWER
- 24" SANITARY SEWER
- CWSID SANITARY SEWER
- PROJECTS
- MODERATE CAPACITY CONCERNS
- DIRECTIONAL FLOW ARROW
- MANHOLE
- # PROJECT NUMBER

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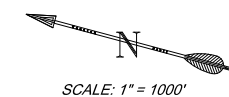


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**SOUTH  
OGDEN CITY  
CORPORATION**

**SEWER PROJECTS**



- LEGEND**
- SOUTH OGDEN CITY BOUNDARY
  - 4" SANITARY SEWER
  - 6" SANITARY SEWER
  - 8" SANITARY SEWER
  - 10" SANITARY SEWER
  - 12" SANITARY SEWER
  - 15" SANITARY SEWER
  - 16" SANITARY SEWER
  - 18" SANITARY SEWER
  - 21" SANITARY SEWER
  - 24" SANITARY SEWER
  - CWSID SANITARY SEWER
  - PROJECTS
  - MODERATE CAPACITY CONCERNS
  - DIRECTIONAL FLOW ARROW
  - MANHOLE
  - PROJECT NUMBER

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## **APPENDIX A – ANALYSIS RESULTS**

**Client:** South Ogden  
**Project:** Sewer Master Plan  
**Feature:**  
**Proj.#:**  
**Date:** Monday, March 21, 2022

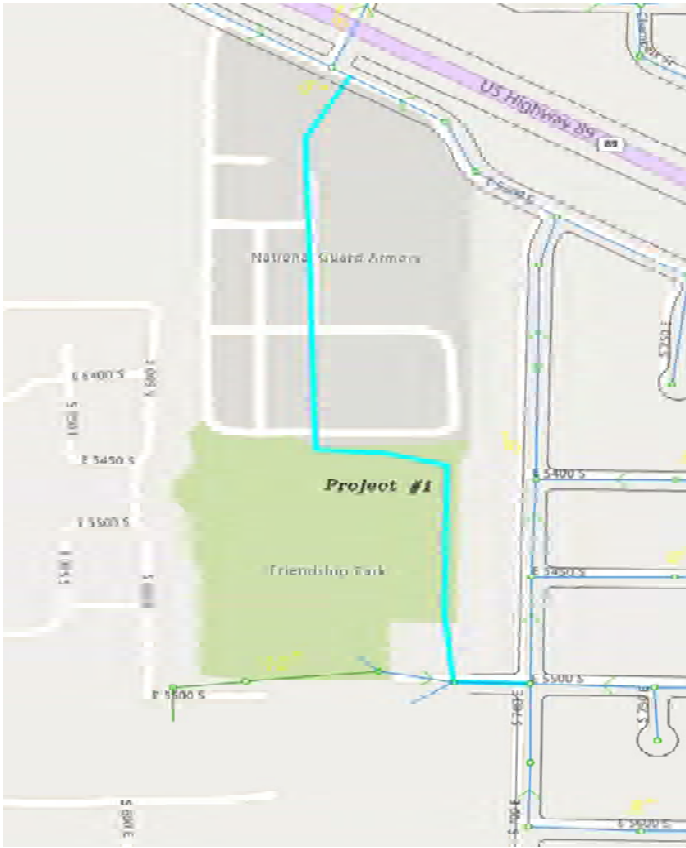
**Design Criteria:** Pipe Roughness = 0.013  
 Ave. Flow per ERU = 300 gal/day (100 gal per capita day with 3.0 persons per ERU)

Pipe Section				Projected Peak Flows at Buildout					Solve Function					Pipe Hydraulics		
Sewer Line	Dia. (inches)	Req. D (inches)	Slope (ft/ft)	Total ERUs	Peaking Factor	Q-Gravity (gpm)	Q-Pump (gpm)	Q-Total (gpm)	b (radians)	A (ft^2)	P (ft)	Q (cfs)	Q-Q=0	d (inches)	d/D	V (ft/sec)
<b>Pipe Capacities at Estimated Slopes</b>																
36th Street	8	6.2	0.0390	713	3.51	521.2	0	521.2	1.554	0.171	1.036	1.161	0.000	3.9	0.49	6.80
sunset Drive US 89	8	6.6	0.0124	471	3.65	358.1	0	358.1	1.678	0.198	1.118	0.798	0.000	4.4	0.55	4.03
burch creek kawana	8	5.9	0.0464	683	3.52	501.5	0	501.5	1.485	0.155	0.990	1.117	0.000	3.7	0.46	7.19
porter Ave, 4600 South	18	10.6	0.0329	3448	2.87	2063.9	0	2063.9	1.233	0.517	1.849	4.599	0.000	6.0	0.33	8.89
golf course	18	12.8	0.0229	4949	2.72	2799.6	0	2799.6	1.439	0.736	2.159	6.238	0.000	7.8	0.43	8.47



## **APPENDIX B – COST ESTIMATES AND PROJECT DESCRIPTIONS**

**Future Improvement Summary**  
South Ogden City



**Project Map**

<b>Project Number:</b>		<b>1</b>
<b>Project Name:</b>		700 East Sewer Re-Route Project
<b>Description:</b>		This project connects to the manhole located at 700 East and 5500 South extending into the parking lot of Friendship Park parking lot and follows the walking path along the east and north side of the park until approximately halfway along the north side, then-pending The National Guards' permission will head down the middle of the national guard armory lot to connect onto the sewer line on 5300 South. This project includes approximately 2500 linear feet of 10" sewer pipe, 7 new manholes, and a connection to the existing manhole.
<b>Project Components:</b>		
<b>Item</b>	<b>Quantity</b>	
10" Sewer line	2480 LF	
5' Manhole	7	

**Project Need:**  
There is a low point in the sewer line at the manhole located at the intersection of 5500 South and 700 East. This project prevents system back at this manhole and adds capacity for future growth.

## **SOUTH OGDEN CITY CORPORATION**

### **Cost Estimate**

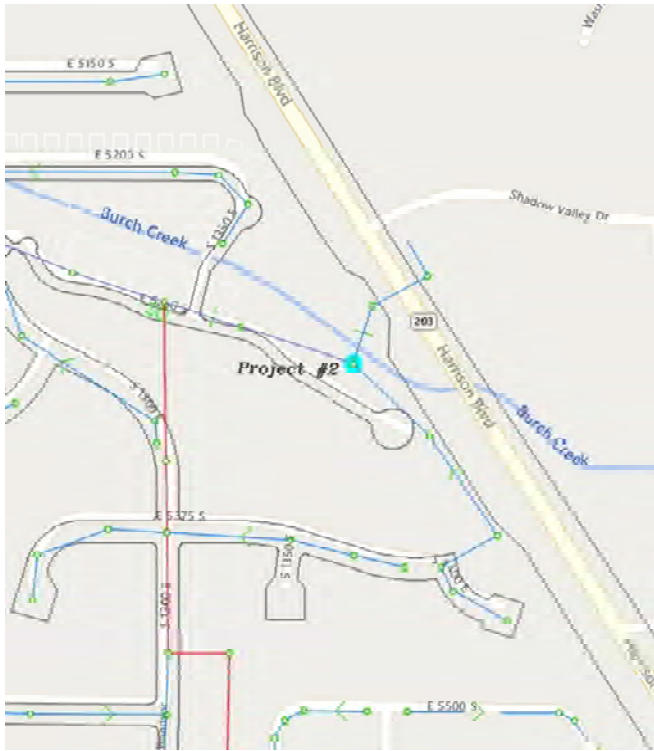
Project No. 1

Description: Replace Existing Sewer Pipe in 700 East Street From H. Guy Child Elementary School to 5450 South Street

Item	Description	Quantity		Unit Price	Total
1	10" diameter SDR 35 PVD Sewer Pipe	2480	L.F.	\$90.00	\$223,200.00
2	5' Diameter Manhole w/ Ring, Cover and Concrete Collar	7	Each	\$6,000.00	\$42,000.00
3	3" Minus Granular Backfill:	4300	Tons	\$18.00	\$77,400.00
4	Asphalt Restoration	1000	S.Y.	\$50.00	\$50,000.00
5	Landscape Restoration	5200	S.F.	\$3.00	\$15,600.00
Subtotal					\$408,200.00
20% Contingency					\$81,640.00
Total Construction Cost					\$489,840.00

**Future Improvement Summary**

South Ogden City



**Project Map**

<b>Project Number:</b>		<b>2</b>
<b>Project Name:</b>		1300 East Manhole Drop Manhole Rebuild Project
<b>Description:</b>		Rebuild Sewer Drop line located near 1398 East 5250 South. This Project will include dropline, bypass pumping, and restoration of the disturbed landscape.
<b>Project Components:</b>		
<b>Item</b>		<b>Quantity</b>
5' Manhole		1

<b>Project Need:</b>
While cleaning the System, the drop line broke and needs reconstruction.

**SOUTH OGDEN CITY CORPORATION**

**Cost Estimate**

Project No. 2

Description: Fix Drop line located near 1398 East 5250 South

Item	Description	Quantity		Unit Price	Total
1	Reconstruct Manhole inside Drop	1	L.S.	\$15,000.00	\$15,000.00
2	By-pass pumping	1	L.S.	\$5,000.00	\$5,000.00
3	Asphalt Roadway Restoration	1	L.S.	\$1,000.00	\$1,000.00
Subtotal					\$21,000.00
20% Contingency					\$4,200.00
Total Construction Cost					\$25,200.00

**Future Improvement Summary**  
South Ogden City



**Project Map**

<b>Project Number:</b>		<b>3</b>
<b>Project Name:</b>		Henry Miller Sewer Reconstruction/Lining Project
<b>Description:</b>		1250 Linear feet of pipe to be relined with two areas that need to be rebuilt. There have been talks about getting the Burch Creek Towns Development developer to help out and reroute a section that is in bad shape and runs close to Burch Creek. If there is no cooperation between the city and the developer on the rerouted section, another section will need to be rebuilt.
<b>Project Components:</b>		
<b>Item</b>	<b>Quantity</b>	
Reline 8"	1,250	

<b>Project Need:</b>
An old system that suffers from infiltration throughout the line. Two possibly three areas will need to be rebuilt for new development in the area.

**SOUTH OGDEN CITY CORPORATION**

**Cost Estimate**

Project No. 3

Description: Henry Miller Sewer Lining/Rebuild/ Reroute (40th Street to Country Club)

Item	Description	Quantity		Unit Price	Total
1	Pipe Repair	20	L.F.	\$200.00	\$4,000.00
2	Sewer Lining	1250	L.F.	\$80.00	\$100,000.00
3	Public Coordination, Traffic Control, and Pumping	1	L.S.	\$30,000.00	\$30,000.00
4	Landscape Restoration	1	L.S.	\$2,000.00	\$2,000.00
Subtotal					\$136,000.00
20% Contingency					\$27,200.00
Total Construction Cost					\$163,200.00

# Future Improvement Summary

South Ogden City



Project Map

Project Number:		4
Project Name:		CDBG Projects
Description:		This project includes replacing the sewer line on Jefferson Avenue from 38th Street to the cul-de-sac, Leona Drive from Jefferson to Adams Ave, Adams Ave. from 38th Street to 39th Street, and Diana Street from Adams Ave to 530 East.
Project Components:		
Item	Quantity	
10" Sewerline	2350 LF	
5' Manhole	8	

Project Need:
Old pipes that are not in a straight line and need to be replaced.



## **SOUTH OGDEN CITY CORPORATION**

### **Cost Estimate**

Project No. 4

Description: Replace Sewer Main: Jefferson Ave. (38th Street to cul-de-sac), Leona Dr. (Jefferson Ave. to Adams Ave.), Adams Ave. (38th Street to 39th Street), and Diana Street Adams Ave. to 530 East)

Item	Description	Quantity		Unit Price	Total
1	8" diameter SDR 35 PVD Sewer Pipe	2350	L.F.	\$100.00	\$235,000.00
2	5' Diameter Manhole w/ Ring, Cover and Concrete Collar	8	Each	\$6,000.00	\$48,000.00
3	Connect Existing Service Laterals to New Sewer Main	61	Each	\$1,500.00	\$91,500.00
4	Abandon Existing Sewer Line and Manholes in Place	1	L.S.	\$8,000.00	\$8,000.00
5	3" Minus Granular Backfill	4100	Tons	\$18.00	\$73,800.00
6	Asphalt Pavement Restoration	2350	S.Y.	\$50.00	\$117,500.00
Subtotal					\$573,800.00
20% Contingency					\$114,760.00
Total Construction Cost					\$688,560.00

Future Improvement Summary

South Ogden City



Project Map

Project Number:		5
Project Name:		40th Street Sewer Lining Project
Description:		This project includes relining the Sewer along 40th Street from Washington Boulevard to Riverdale road.
Project Components:		
Item	Quantity	
Sewer Reline	2,450 LF	

Project Need:
Old pipes need to be relined to prolong use.

# **SOUTH OGDEN CITY CORPORATION**

## **Cost Estimate**

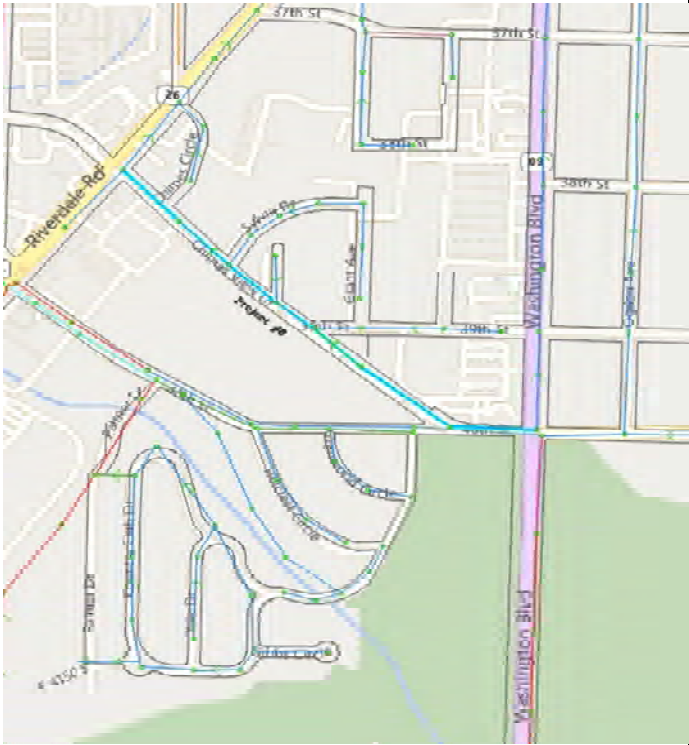
Project No. 5

Description: 40th Street Sewer Lining Project

Item	Description	Quantity		Unit Price	Total
1	Traffic Control, Public Coordination, Pumping	1	L.S.	\$35,000.00	\$35,000.00
2	Sewer Lining	2450	Each	\$80.00	\$196,000.00
3	Re-Establish Sewer Lateral Connections	27	Each	\$500.00	\$13,500.00
Subtotal					\$244,500.00
20% Contingency					\$48,900.00
Total Construction Cost					\$293,400.00

Future Improvement Summary

South Ogden City



Project Map

Project Number:		6
Project Name:		Chimes View Drive Sewer Lining Project
Description:		This project includes relining the sewer along Chimesview Drive from Washington Boulevard to Riverdale road.
Project Components:		
Item		Quantity
Sewer Reline		2,250 LF

Project Need:
Old pipes need to be relined to prolong use.

**SOUTH OGDEN CITY CORPORATION**

**Cost Estimate**

Project No. 6

Description: Reline Chimesview from Riverdale Road to Washington Boulevard

Item	Description	Quantity		Unit Price	Total
1	Traffic Control, Public Coordination, Pumping	1	L.S.	\$35,000.00	\$35,000.00
2	Sewer Lining	2250	Each	\$80.00	\$180,000.00
3	Re-establish Sewer Lateral Conection	27	Each	\$500.00	\$13,500.00
Subtotal					\$228,500.00
20% Contingency					\$45,700.00
Total Construction Cost					\$274,200.00

Future Improvement Summary

South Ogden City



Project Map

Project Number:		7
Project Name:		County Club Drive Sewer Reconstruction Project
Description:		This Project includes rebuilding the sewer line from about 115 Country Club Dr. headed north Yale Ave.
Project Components:		
Item		Quantity
Sewer Reline		1220 LF

Project Need:
Old pipes that are in bad shape and need to be replaced

## **SOUTH OGDEN CITY CORPORATION**

### **Cost Estimate**

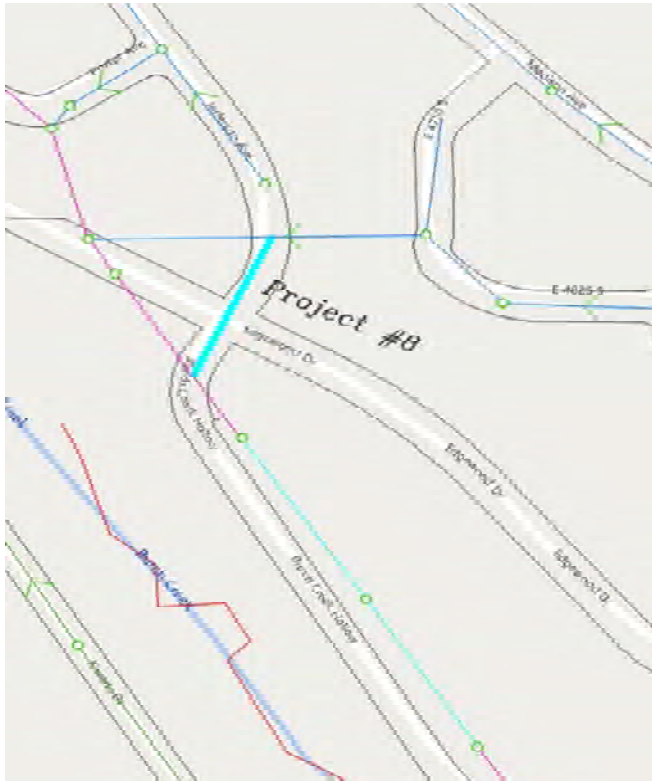
Project No. 7

Description: Replace Existing Sewer Pipe in County Club Drive From 115 Country Club Drive to Yale Avenue

Item	Description	Quantity		Unit Price	Total
1	8" Diameter SDR 35 PVD Sewer Pipe	1220	L.F.	\$100.00	\$122,000.00
2	5' Diameter Manhole w/ Ring, Cover and Concrete Collar	5	Each	\$6,000.00	\$30,000.00
3	Connect Existing Service Laterals to New Sewer Main	20	Each	\$1,500.00	\$30,000.00
4	Abandon Existing Sewer Line and Manholes in Place	1	L.S.	\$8,000.00	\$8,000.00
5	3" Minus Granular Backfill	2200	Tons	\$18.00	\$39,600.00
6	Asphalt Trench Patch	1220	S.Y.	\$50.00	\$61,000.00
Subtotal					\$290,600.00
20% Contingency					\$58,120.00
Total Construction Cost					\$348,720.00

## Future Improvement Summary

South Ogden City



**Project Map**

<b>Project Number:</b>		<b>8</b>
<b>Project Name:</b>		Jefferson Avenue and Edgewood Drive Relocation Project
<b>Description:</b>		This project includes relocating the sewer near the intersection of Edgewood Dr. and Jefferson Ave. to run in the road and abandon the line running in the yard located at 712 Edgewood Dr.
<b>Project Components:</b>		
<b>Item</b>	<b>Quantity</b>	
Sewer Reline	300 LF	
5' Manhole	2	

### Project Need:

The sewer line is not accessible.



## **SOUTH OGDEN CITY CORPORATION**

### **Cost Estimate**

Project No. 8

Description: Relocate Existing Sewer Line near Jefferson Avenue and Edgewood Drive

Item	Description	Quantity		Unit Price	Total
1	8" Diameter SDR 35 PVD Sewer Pipe	300	L.F.	\$100.00	\$30,000.00
2	5' Diameter Manhole w/ Ring, Cover and Concrete Collar	2	Each	\$6,000.00	\$12,000.00
3	Abandon Existing Sewer Line and Manholes in Place	1	L.S.	\$8,000.00	\$8,000.00
4	3" Minus Granular Backfill	500	Tons	\$18.00	\$9,000.00
5	Asphalt Pavement Restoration	140	S.Y.	\$50.00	\$7,000.00
Subtotal					\$66,000.00
20% Contingency					\$13,200.00
Total Construction Cost					\$79,200.00

## **APPENDIX C – INTERLOCAL AGREEMENTS**

## **OGDEN CITY INTERLOCAL AGREEMENTS**

A G R E E M E N T

THIS AGREEMENT entered into this 17th day of May, 1965, by and between OGDEN CITY, a municipal corporation and SOUTH OGDEN CITY, a municipal corporation.

IT IS AGREED between the parties as follows:

1. South Ogden has constructed a sanitary sewer line as shown in blue on the attached plat, which plat is made a part hereof by reference.
2. South Ogden hereby agrees to construct other sewer lines as shown in red on the attached plat so that when said proposed construction is completed, there will be a sanitary sewer line extending from an outfall line belonging to the Central Weber Sewer District on 40th Street at its intersection with Palmer Drive, thence easterly through South Ogden to the vicinity of 785 East Street, thence dividing into two branches and extending through a portion of Weber County to the west boundary limits of Ogden City as shown on the attached plat.
3. It is agreed that the cost to South Ogden of that portion of the outfall line already constructed is \$49,924.00.
4. South Ogden agrees to construct the new sewer and it hereby grants and guarantees to Ogden City the use in perpetuity of 4.5 second feet capacity of said sewers from the Central Weber Sewer outfall line through and along the said sewer with 2 second feet of that capacity applicable to the south extension and 2.5 second feet applicable to the north extension east of the junction.
5. Ogden City agrees to pay to South Ogden 35% of the \$49,924.00 the already constructed portion costs, together with 35% of the cost of the additional construction necessary to complete the lines as shown on the attached plat. These costs, as to future construction, shall include the cost of right-of-way and engineering costs together with the bid price or prices for the construction thereof. The payments by Ogden City shall be made to South Ogden on partial payment requests by contractors constructing the sewer

yet to be installed, which estimates are to be approved for payment by the South Ogden City Engineer and the Ogden City Engineer. Ogden City will pay all of said estimates until it has paid \$17,473.40, representing its share of the sewer already installed and thereafter, it will pay 35% of said estimates until the entire sewer has been constructed and accepted by South Ogden, at which time, Ogden City will pay 35% of the engineering and right-of-way costs.

In no event shall Ogden City's obligation under this paragraph be in excess of \$65,000, except with the agreement of both parties.

6. South Ogden agrees to, in good faith, proceed with dispatch to have the entire sewer as shown on the attached plat installed and ready for use on or before November 1, 1965.

7. All construction of said sewer shall be made on plans and specifications prepared by the South Ogden City Engineer and approved by the Ogden City Engineer, and work shall be let for public bid by South Ogden City and be awarded to the lowest responsible bidder.

The sewer involved, together with the rights of way on which it is located, shall at all times belong to South Ogden and South Ogden shall have exclusive control and management thereof and shall have all liabilities arising from the ownership and management thereof. Ogden City shall have only the use right as herein defined.

South Ogden agrees to maintain, repair and operate said sewer, reserving at all times to Ogden City 4.5 cubic feet per second of the capacity therein.

8. Ogden City agrees to pay South Ogden a part of the costs of the maintenance, repair and cleaning of the sewer as shown on the attached plat. The portion to be paid by Ogden City shall be that part of the flow of the sewer measured at point (a) on the attached plat as is produced by the sum of the flows measured at points (b) and (c) on the plat. The flow measurements shall be made at the same time, according to generally accepted engineering practices and shall be made once every two years and the ratio so determined shall apply to these costs for the two years following the measurement and until another measurement is made.

9. Replacements or major repair costs by calamity or act of God shall be paid for 35% by Ogden City and 65% by South Ogden City.

10. Each of the parties undertake to protect the line from damage by contractors connecting thereto or action by the parties, their employees or agents. Each of the parties agree to pay in full for any repairs resulting from damages resulting by themselves or by contractors in their respective cities.

11. The parties agree that this sewer shall be used only for sanitary sewer purposes and that all laterals, extensions and connections thereto, or fitting therein, shall be made and maintained according to generally accepted good engineering practices and according to applicable codes and the rules and regulations of the Central Weber Sewer District.

12. Neither party shall allow any connection to this sewer except within the parties accepted city boundary as they now exist or may hereafter be extended.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

OGDEN CITY, A Municipal Corporation

By *James R. Eide*  
~~Samuel B. Hood, City Manager~~  
James R. Eide, Assistant City Manager

ATTEST:

*Mary E. Smith*  
Mary E. Smith, City Recorder

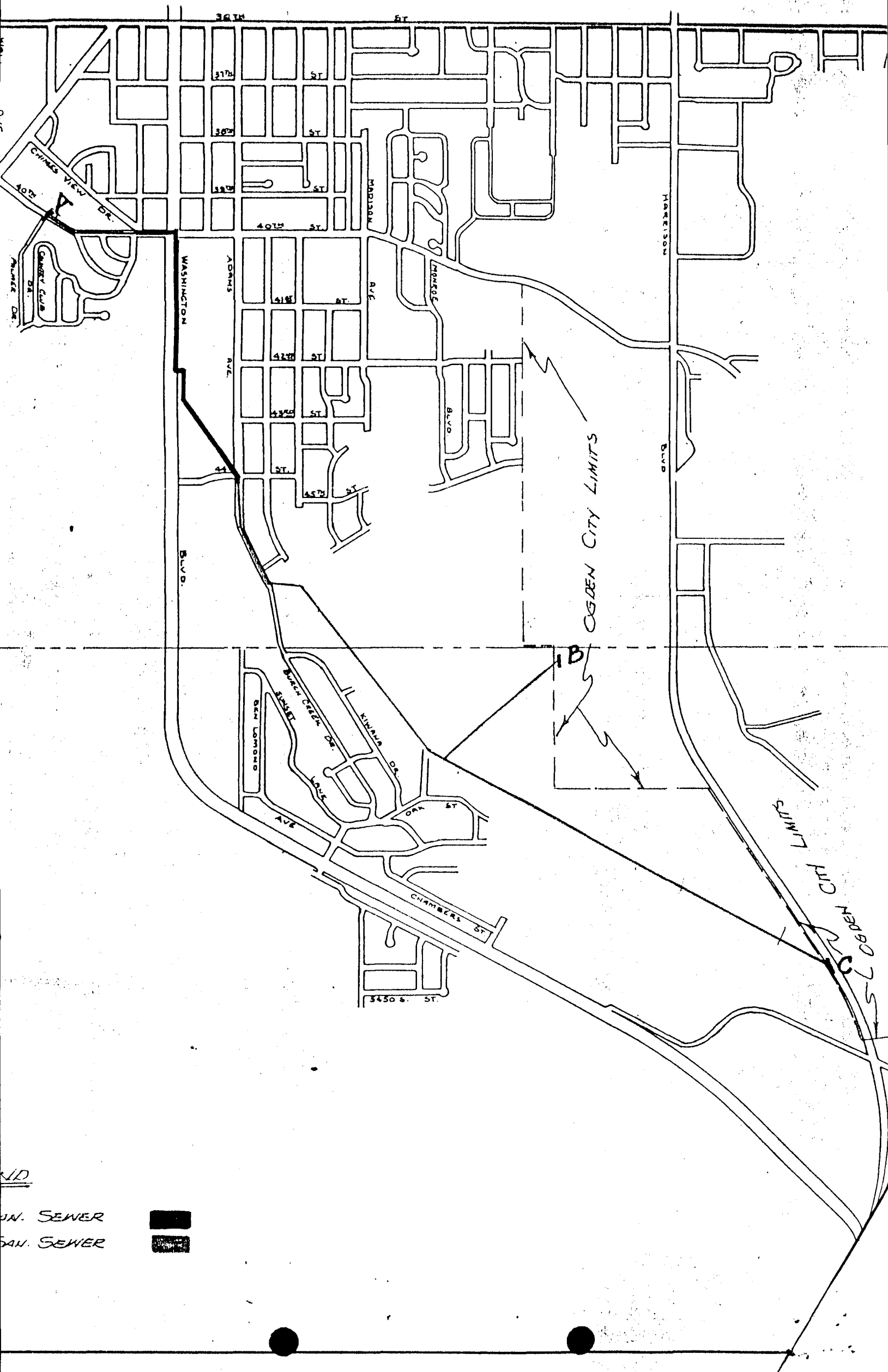
*Director of Finance*  
*James H. Stauffer*

SOUTH OGDEN CITY, A Municipal Corporation

By *Fred L. Montgomery*  
*Mayor*

ATTEST:

*Lee H. Stauffer*



ND

UN. SEWER  
SAN. SEWER

RESOLUTION NO. 6

RESOLUTION APPROVING INTER-LOCAL AGREEMENT WITH  
OGDEN CITY RELATING TO SANITARY SEWER FLOW AND  
STORM RUNOFF OF ROLLING OAKS SUBDIVISION PHASE  
ONE, AND AUTHORIZING MAYOR AND CITY RECORDER  
TO EXECUTE SAME.

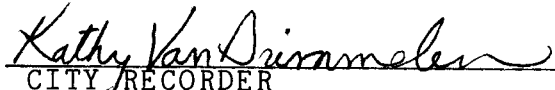
BE IT RESOLVED by the City Council of South Ogden City that  
the City enter into that certain Inter-Local Agreement with the  
City of Ogden and the Developer regarding the transfer of  
sanitary sewer out flow and storm runoff which will be generated  
by the development of Rolling Oaks Subdivision Phase One, a copy  
of said Agreement is attached hereto and made a part hereof by  
reference.

IT IS FURTHER RESOLVED that the Mayor and City Recorder are  
authorized to execute said Agreement in behalf of the City.

ADOPTED by the City Council of South Ogden City, Utah, this  
16 day of June, 1987.

  
MAYOR

ATTEST:

  
CITY RECORDER



INTER-LOCAL COOPERATIVE AGREEMENT

OGDEN CITY - SOUTH OGDEN CITY INTER - CITY AGREEMENT  
RE TRANSFER OF SANITARY SEWER OUT FLOW AND STORM RUN OFF  
(Rolling Oaks Subdivision - Phase I)

THIS AGREEMENT is made and entered into this 12th day of JUNE, 1987, pursuant to the provisions of the Inter-Local Cooperation Act, by and between OGDEN CITY, a Municipal Corporation of the State of Utah, hereinafter referred to as "Ogden," and SOUTH OGDEN CITY, a Municipal Corporation of the State of Utah, hereinafter referred to as "South Ogden."

WITNESSETH:

There is presently located within the corporate boundaries of Ogden, a proposed development known as Rolling Oaks Subdivision, (hereinafter "Rolling Oaks") which shall consist of no more than 35 residential lots. The developer of this project is Salt Lake Investment Co., Inc., a Utah Corporation, (hereinafter "Developer") and Developer contemplates that it will subsequently proceed with development of Phase II and Phase III thereof, with such phases to be located within the corporate boundaries of South Ogden. Ogden, South Ogden, and Developer are mutually desirous of entering into an inter-local agreement for the purpose of providing for the connection to South Ogden's existing storm and sanitary sewer systems to service Phase I (not to exceed 35 lots) of Rolling Oaks and to provide for South Ogden's acceptance of such connections to its existing sanitary and storm sewer systems. The relative location of the existing South Ogden storm and sanitary sewer systems, the anticipated general location of the Rolling Oaks lines to be constructed and the proposed connection points to effect such connections are set forth in annexed Exhibit "A."

NOW, THEREFORE, IT IS AGREED as follows:

Sanitary Sewer Transfer.

Ogden and Developer agree pursuant to their respective responsibilities as municipal government and developer to the construction of the required sanitary sewer

lines to service Phase I of Rolling Oaks and to further provide for the completion of such lines to the point of connection with South Ogden's sanitary sewer system, with the anticipated situs of such new lines, the point of connection and acceptance thereof into South Ogden's sanitary sewer system more particularly described in annexed Exhibit "A."

Storm Runoff Transfer.

With respect to storm runoff to be generated from Phase I of Rolling Oaks, and the acceptance thereof by South Ogden, South Ogden agrees to accept the transfer of storm runoff of two cubic feet per second (based on a 10 - year storm design) from such Phase I to South Ogden's storm runoff system, with transfer and connection to occur and be accepted in the location and area reflected in annexed Exhibit "A." The design and engineering of the storm runoff system for Phase I of Rolling Oaks shall require sufficient storm water retention methods, so as not to exceed the foregoing acceptance limit of 2 cfs. Notwithstanding the foregoing, the initial maximum storm flow runoff to be accepted from Rolling Oaks, Phase I shall be limited to one (1) cfs for the limited period until either (1) South Ogden receives the entire aggregate total impact fees for all 35 lots in Phase I of Rolling Oaks, or (2) South Ogden completes its construction of a new storm water pipe which South Ogden is committed to providing; whichever of these events occurs first.

With respect to the actual construction of residences on the separate parcels of Rolling Oaks, Phase I, Developer and each and every <sup>contractor</sup> ~~contract~~-or homebuilder commencing any construction on each separate parcel within Phase I as a precondition thereto will be required to deposit with Ogden City via escrow, bond, irrevocable letter of credit or other arrangement satisfactory to Ogden and South Ogden for each such parcel an impact fee for storm and sanitary sewer service of Nine Hundred Dollars (\$900.00). Ogden shall remit such impact fee for each such Rolling Oaks, Phase I building lot to South Ogden concurrently with the connection of each such lot to the storm and sanitary sewer systems of South Ogden. Such escrow deposit is exclusive of other fees

and deposits which may be assessed and charged by Ogden for other matters such as hookup fees, etc. Such escrow shall be established in the name of Ogden, Developer, and a lending institution satisfactory and acceptable to Ogden as Escrow, and, if applicable any particular builder or lot owner for each such parcel. Developer covenants and agrees to enter into such further and additional Agreements as Ogden may require with respect to the assessment and collection of such impact fee, whether by ordinance or otherwise, with such impact fee and the assessment thereof to constitute a covenant running with the land for Rolling Oaks, Phase I, and each and every separate parcel thereof. In any event Developer covenants and agrees to remit the entire outstanding balance of any unpaid and outstanding impact fees no later than four years from the date hereof. Such payment obligation can be accomplished and effected by drawing upon a posted bond, irrevocable letter of credit, bank guaranteed escrow account or other arrangement which has been approved and accepted by Ogden and South Ogden. Following any such connections, Ogden agrees to pay to South Ogden a monthly fee of \$1.75 for each Rolling Oaks HHS Phase I lot for sanitary sewer service subject to the termination of such monthly lot charge in the event the sanitary sewer output for Rolling Oaks, Phase I is subsequently diverted and accepted into Ogden's Sanitary Sewer System. The foregoing monthly sanitary sewer fee is subject to possible increase and escalation in the event of increased costs and expenses for operation and maintenance of South Ogden's system as the same are established and verified by customary practices and procedures generally accepted and utilized with respect to sanitary sewer systems of similar design and capacity. The foregoing monthly sanitary sewer fee shall be reviewed every three years for possible adjustment in accordance with the described criteria.

Subsequent Agreements.

This Agreement is also subject to possible superceding in the event Ogden and South Ogden reach a mutually satisfactory agreement to provide for sanitary sewer

and storm drainage facilities for the entire area generally known as the "North Glasmann Farm" consisting of approximately 150 acres more or less.

Term.

The term of this agreement shall be perpetual and shall continue in perpetuity to assure the sanitary sewer and storm run off connections of Rolling Oaks, Phase I.

Benefit

The terms and conditions of this agreement shall be binding upon, and inure to the benefit of Ogden, South Ogden, Developer and their respective successors and assigns.

Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the sanitary sewer and storm run off transfer and acceptance subject matter. No variations, modifications, or changes herein or hereof shall be binding on any party hereto, unless set forth in a written document duly executed by or on behalf of such party.

Counterparts.

This agreement may be executed in any number of counterparts which shall be taken together and constitute one and the same agreement.

IN WITNESS WHEREOF, Ogden and South Ogden have duly executed this agreement, with Developer accepting and approving the same.

ATTEST:

OGDEN CITY, a Municipal Corporation

  
Cowles Mallory, City Manager

  
Donna Adam, City Recorder

APPROVED:

  
Rocky Pihart, Public Works Director

Acting

APPROVED AS TO FORM:

Norman L. Ashton  
Norman L. Ashton, Corporation Counsel

ATTEST:

Kathy Van Drimmelen  
South Ogden City Recorder

APPROVED AS TO FORM:

Richard T. Stine  
South Ogden City Attorney

SOUTH OGDEN CITY, a Municipal Corporation

David R. Anderson  
~~Chairman~~ Mayor

The undersigned Developer hereby joins, approves, and accepts the terms and conditions of the foregoing Agreement and agrees to be bound by all of the terms and conditions thereof together with its successors and assigns.

DEVELOPER:

The Salt Lake Investment Co., Inc.  
A Utah Corporation

By Howard Kent  
Its duly authorized representative

## INTER-LOCAL COOPERATIVE AGREEMENT

### OGDEN CITY-SOUTH OGDEN CITY INTER-CITY AGREEMENT RE TRANSFER OF SANITARY SEWER OUTFLOW (Summer Meadows Subdivision - Phase I)

THIS AGREEMENT is made and entered into this 18th  
day of May, 1993, pursuant to the provisions of  
the Inter-Local Cooperation Act, by and between OGDEN CITY, a Municipal Corporation of  
the State of Utah, hereinafter referred to as "Ogden", and SOUTH OGDEN CITY, a Municipal  
Corporation of the State of Utah, hereinafter referred to as "South Ogden".

#### WITNESSETH:

There is presently located within the corporate boundaries of Ogden, a proposed  
development known as Summer Meadows Subdivision (hereinafter "Summer Meadows"), which  
shall consist of no more than 36 residential lots. The developer of this project is Woodside  
Homes, Inc., a Utah Corporation (hereinafter "Developer"), and Developer contemplates that  
it will subsequently proceed with development of Phase II and Phase III thereof, with such  
phases to be located within the corporate boundaries of Ogden City.

Ogden and South Ogden are mutually desirous of entering into an inter-local  
agreement for the purpose of providing for the connection to South Ogden's sanitary sewer  
system to service Phase I (not to exceed 36 lots) of Summer Meadows and to provide for South  
Ogden's acceptance of such connections to its existing sanitary sewer system. The relative  
location of the existing South Ogden sanitary sewer system, the anticipated general location of  
the Summer Meadows lines to be constructed and the proposed connection point to effect such  
connection is set forth in annexed Exhibit "A".

NOW, THEREFORE, IT IS AGREED as follows:

Sanitary Sewer Transfer.

Ogden agrees, pursuant to its responsibilities as municipal government, to require the developer to construct the required sanitary sewer line to service Phase I of Summer Meadows and to further provide for the completion of such line to the point of connection with South Ogden's sanitary sewer system, with the anticipated site of such new line, the point of connection and acceptance thereof into South Ogden's sanitary sewer system, more particularly described in annexed Exhibit "A".

With respect to the actual construction of residences on the separate parcels of Summer Meadows, Phase I, Ogden City agrees to require the Developer and each and every contractor or home builder commencing any construction on each separate parcel within Phase I, as a precondition to obtaining a building permit, to deposit with Ogden City Ogden a connection fee for sanitary sewer service of Seven Hundred Dollars (\$700.00). Ogden shall remit such connection fee for each such Summer Meadows Phase I building lot to South Ogden immediately upon receipt. Such escrow deposit is exclusive of other fees and deposits which may be assessed and charged by Ogden for other matters, such as hookup fees, etc. Such escrow shall be established in the name of Ogden, Developer, and a lending institution satisfactory and acceptable to Ogden as escrow, and, if applicable, any particular builder or lot owner for each such parcel. Following any such connections, Ogden agrees to pay to South Ogden a monthly fee of \$10.00 for each Summer Meadows, Phase I lot for sanitary sewer service, subject to the termination of such monthly lot charge in the event the sanitary sewer output for Summer Meadow, Phase I, is subsequently diverted and accepted into Ogden's sanitary sewer system.

The foregoing monthly sanitary sewer fee is subject to possible increase and escalation in the event of increased costs and expenses for operation and maintenance of South Ogden's system, as the same are established and verified by customary practices and procedures generally accepted and utilized with respect to sanitary sewer systems of similar design and capacity. The foregoing monthly sanitary sewer fee shall be increased every year per the following table:

1993	\$ 10.00 monthly per lot
1994	\$ 12.50 monthly per lot
1995	\$ 15.00 monthly per lot
1996	\$ 17.50 monthly per lot
1997 and beyond	\$ 20.00 monthly per lot

The above tabled fee schedule will continue until service by South Ogden is terminated.

#### Subsequent Agreements.

This Agreement is also subject to possible superseding in the event Ogden and South Ogden reach a mutually satisfactory agreement to provide for sanitary sewer facilities for the entire area generally known as the "North Glasmann Farm", consisting of approximately 150 acres more or less.

#### Term.

The term of this Agreement shall be perpetual and shall continue in perpetuity to assure the sanitary sewer connections of Summer Meadows, Phase I.



Benefit.

The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of Ogden and South Ogden and their respective successors and assigns.

Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the sanitary sewer transfer and accepted subject matter. No variations, modifications, or changes herein or hereof shall be binding on any party hereto, unless set forth in a written document duly executed by or on behalf of such party.

Counterparts.

This Agreement may be executed in any number of counterparts which shall be taken together and constitute one and the same Agreement.

IN WITNESS WHEREOF, Ogden and South Ogden have duly executed this Agreement.

OGDEN CITY, a Municipal Corporation

\_\_\_\_\_  
Ogden City Mayor

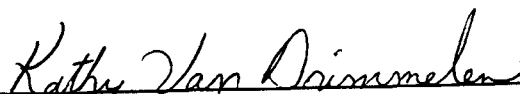
ATTEST:

\_\_\_\_\_  
Ogden City Recorder

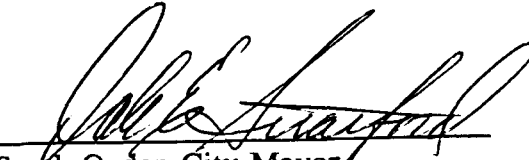
APPROVED AS TO FORM:

\_\_\_\_\_  
Ogden City Corporation Council

ATTEST:

  
\_\_\_\_\_  
South Ogden City Recorder

SOUTH OGDEN CITY, a Municipal  
Corporation

  
\_\_\_\_\_  
South Ogden City Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
South Ogden City Attorney



*South Ogden City*  
*Public Works Department*

5590 S. 600 E.  
South Ogden, UT 84405  
(801) 479-7130  
(801) 476-7313 Fax

Bruce J. Miller  
Director

April 17, 2001

Lori Murphy  
Ogden City Corp.  
427 S. Stewart St.  
Ogden, UT 84404

Re.: Interlocal Agreement between South Ogden City and Ogden City for Sanitary Sewer Service for a portion of IHC Health Services.

Dear Lori:

Please find enclosed the aforementioned agreement. The agreement is signed, however, please note that the costs under §1.d. are incorrect. South Ogden City sewer costs are now \$1.20 per 1,000 gallons of culinary water used. You may change that amount and reprint the first page of the contract, pen it in, or just adjust it in however you plan on doing it in the future per § 1.e.

Thank you for your assistance.

Sincerely,

Bruce J. Miller  
Public Works Director

BJM/am

**INTERLOCAL AGREEMENT BETWEEN SOUTH OGDEN CITY AND OGDEN CITY  
FOR SANITARY SEWER SERVICE FOR A PORTION OF THE IHC HEALTH SERVICES INC.  
DEVELOPMENT AND RELATED FEES**

**THIS AGREEMENT** is made and entered into on this 7<sup>th</sup> day of May, 2001, pursuant to the provisions of the Interlocal Cooperation Act (§ 11-13-1, et. seq. Utah Code Annotated, as amended), by and between Ogden City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter "Ogden City"), and South Ogden City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter "South Ogden City") (sometimes referred to collectively as the "Parties").

**RECITALS**

**WHEREAS**, IHC Health Services Inc. is proposing to construct the IHC Child Development Center upon the site of the new McKay Dee Hospital Center located at 4401 South Harrison Boulevard, within the jurisdictional boundaries of Ogden City, which proposed building is located on a portion of the property (the "CDC Site") too low in elevation to permit gravity flow of sewage into the Ogden City sanitary sewer line;

**WHEREAS**, in order to provide gravity flow sanitary sewer services to the CDC Site it will be necessary for the building to be connected to South Ogden City's sanitary sewer system;

**WHEREAS**, Ogden City agrees that it is in the best interests of the CDC Site and Ogden City that gravity flow sanitary sewer services be provided by connecting the CDC Site to South Ogden City's sanitary sewer system.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements of the parties contained herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. PROVISION OF SANITARY SEWER SERVICE AND SERVICE FEE AGREEMENT**

a. South Ogden City will allow the CDC Site to connect to South Ogden City's sanitary sewer system and South Ogden City will accept such sanitary sewage emanating from the CDC Site upon the terms and conditions provided herein.

b. Ogden City shall not allow any additional connections to the South Ogden City sewer system so as to extend sanitary sewer services to other property not covered by this Agreement.

c. Upon issuance of building permits for construction of the building on the CDC Site, Ogden City shall collect from the developer of the CDC Site and forward to South Ogden City, South Ogden City's adopted sanitary sewer impact fee of \$0.015 per square feet of area of the building area.

d. Ogden City will pay to South Ogden City a monthly fee for sanitary sewer services provided herein. The monthly fee shall be sixty-five percent (65%) of the monthly sanitary sewer utility service charge imposed by South Ogden City to its own utility users for similar facilities. Effective July 1, 1998, such monthly fee shall be ~~\$1.15~~ per 1000 gallons of culinary water used. The parties may agree upon a flat monthly fee for simplicity, which shall not exceed the maximum average water usage for the CDC Site for a period of six months beginning May 1 and ending October 31 of any calendar year. (An example of establishing a flat fee is as follows: six month water usage totals 60,000 gals/6 months = 10,000 gals x \$1.15 @ 65% = \$7.48 per month flat fee or an annualized rate of \$89.70 per year.)

\* New rate is \$1.20 per 1000 gallons. See attached letter. *pm*

- e. The monthly fee may be adjusted in the future as follows:
  - i. If the monthly sewer service fee of South Ogden City is increased or decreased in the future, the monthly fee shall automatically be adjusted according to the above percentage. South Ogden City shall provide Ogden City sixty (60) days advance written notice of any such adjustment.
  - ii. If charges by Central Weber Sewer District are modified in the future to charge South Ogden City on any basis which includes service to the CDC Site, this Agreement shall be amended to adjust the fee in order to compensate South Ogden City for any charges attributable to the CDC Site.
- f. Ogden City agrees to provide South Ogden City with accurate information pertaining to water meter readings for the CDC Site, on a monthly basis or as needed for an agreed upon flat fee.
- g. Ogden City may submit information regarding water meter readings and the payment of the monthly fees on a quarterly basis, if determined to be more feasible administratively.

## **2. EFFECTIVE DATE; TERM; TERMINATION**

- a. The term of this Agreement shall be for a period of fifty (50) years commencing on the effective date of this Agreement, if approved by appropriate resolution of the legislative body of each party. Prior to the expiration of the foregoing term, the parties shall in good faith negotiate a new agreement for the continuation of the provisions of services described herein. In the event a new agreement is not approved prior to the expiration date, South Ogden City agrees to continue acceptance of sanitary sewage from the CDC site under the terms and conditions provided herein, until such new agreement can be approved.
- b. Ogden City shall have the right to terminate this Agreement at such time, if ever, as the CDC is connected to the Ogden City sewer system by giving thirty (30) days written notice.

## **3. ARBITRATION**

Should any dispute arise between South Ogden City and Ogden City pertaining to the sanitary sewer service being provided by South Ogden City and fees being charged for that service, South Ogden City and Ogden City agree that such dispute shall be submitted to binding arbitration in accordance with the latest Commercial Arbitration Rules of the American Arbitration Association or any agreed upon functional equivalent thereof. Any decision rendered by the arbitrator(s) after such arbitration shall be binding on South Ogden City and Ogden City and shall have the full force and effect of an order of a court of law.

## **4. ATTORNEYS FEES**

All parties agree that should any of them breach this Agreement, and should enforcement action be required by any of the other parties to enforce any of the terms or conditions contained or contemplated hereunder, each prevailing party shall be entitled to receive costs and reasonable attorneys fees incurred in enforcing this Agreement.

## **5. ASSIGNABILITY**

No party to this Agreement shall, nor shall they be able to, assign all or any portion of their interest in this Agreement without the express written consent of the remaining party.

## **6. BINDING EFFECT**

Subject to the provisions contained herein, this Agreement shall insure to the benefit of and be binding upon the parties hereto, and to their successors, trustees, assigns, receiver, and legal representatives, but shall not insure to the benefit of any other person, firm or corporation.

**7. SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced, consistent with achieving the stated intentions of the parties herein, as if the Agreement did not contain the particular part, term or provision held to be invalid.

**8. EXECUTION OF ADDITIONAL INSTRUMENTS**

Each party, at any time and from time to time, at the request of any other party, shall execute, acknowledge, and deliver any instrument that may be necessary or proper to carry out the provisions of this Agreement. In the case of any party's refusal or failure to do so, it shall be the option of any of the other parties to declare a default of this Agreement.

**9. REQUIRED FORMALITIES**

This Agreement shall become effective when approved by resolution of the governing body of each Party. Each Party agrees that a signed copy of this Agreement will be filed with the keeper of the public records of said member Party. As required by Utah Code Annotated § 11-13-9, et. seq., and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney from each member Party who shall approve the Agreement as being proper in form and compatible with the laws of the State of Utah.

**10. DEFINITION OF WORDS AND PHRASES**

Unless the context otherwise dictates, the use of the singular form of expression shall be construed to include the plural and the use of masculine gender shall be construed to include the feminine gender.

**11. SECTION HEADINGS**

The section heading appearing in this Agreement has been inserted for the purpose of convenience and ready reference. They do not purport, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they appertain.

**12. NOTICES**

All notices given under this Agreement shall be in writing, and shall be hand delivered, or sent by certified mail, return receipt requested, to the parties at their respective addresses as set forth below, or as changed, with notice of such change of address to be given to the other party within five (5) days of such change of address.

**13. WAIVER AS EFFECTING FUTURE PERFORMANCE**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

**14. RELATIONSHIP OF THE PARTIES**

This Agreement shall not be construed as establishing any joint venture, partnership or other business relationship among the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.



**SOUTH OGDEN CITY**

By:   
Mayor, George Goodell

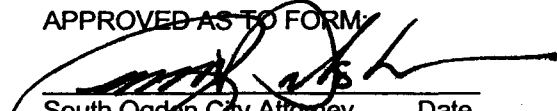
Address:

City of South Ogden  
560 39<sup>th</sup> Street  
South Ogden, Utah 84403

ATTEST:

  
Dana Pollard-City Recorder

APPROVED AS TO FORM:

 Date 13 Apr 01  
South Ogden City Attorney



**OGDEN CITY**

By:   
Mayor, Matthew R. Godfrey

Address:

Ogden City  
2549 Washington Boulevard, Suite 840  
Ogden, Utah 84401

ATTEST:

  
Gloria J. Berrett, City Recorder

APPROVED AS TO FORM:

 Dated 5-1-01  
Ogden City Attorney

**UINTAH HIGHLANDS WATER & SEWER IMPROVEMENT DISTRICT  
INTERLOCAL AGREEMENTS**



## **UINTAH HIGHLANDS SEWAGE WHEELING AGREEMENT AMENDMENT**

**THIS AGREEMENT** is made and entered into as of this 4<sup>th</sup> day of February 1998, by and among Uintah Highlands Water and Sewer Improvement District, a special improvement district existing under the laws of the State of Utah (hereinafter the "District"), and South Ogden City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the "City").

### **RECITALS**

**WHEREAS**, pursuant to the terms of the Uintah Highlands Sewage Wheeling Agreement by and between the City and the District, dated November 4, 1986, (hereinafter the "Wheeling Agreement"), the District's sanitary sewer system has been connected to the City's sanitary sewer system at a point of connection near Harrison Boulevard (hereinafter the "First Connection Point"), whereby the City transports District sewage through the City's system into the Central Weber Sewer Improvement District main outfall line located in Riverdale, Utah; and,

**WHEREAS**, pursuant to the terms of the Sewer Line Participation Agreement by and between the City, Crossroads 8/9, L.L.C. and the District, dated February 7, 1997, (hereinafter the "Participation Agreement"), the District's sanitary sewer system has been connected to the City's sanitary sewer system at a point of connection near 1550 East (hereinafter the "second Connection Point"), whereby the City transports District sewage through the City's system into the Central Weber Sewer Improvement District main outfall line located in South Weber, Utah; and,

**WHEREAS**, the Willow Wood cluster subdivision is too low in elevation to permit gravity flow of sewage into the Districts' sewer line in the adjacent subdivision; and,

**WHEREAS**, in order to provide gravity flow sewer services to Willow Wood, it will be necessary to install a third connection point located at 5875 South Willow Wood Lane to make gravity flow sewer services available to approximately (12) twelve single residential units,

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements of the parties contained herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

## 1- WHEELING AGREEMENT AND WHEELING CHARGE.

a. The District and the City hereby acknowledge and re-affirm the terms and conditions of the Wheeling Agreement and agree that the same shall continue in full force and effect except as modified herein.

b. *The District agrees that .015 c.f.s. shall be added to the cumulative flows as may be* measured at connection number one and connection number two. The cumulative amount as measured at connections one and two, with the addition of the agreed .015 c.f.s. shall be deemed to be and shall serve as the measured flow equivalent at connection number three referred to in paragraph (4) of the recitals at 5875 South Willow Wood Lane. It is further agreed that this third connection can not and will not be used to serve more than (12) twelve residential units under this agreement.

c. *The District agrees that the required flow measurements will be recorded and submitted to South Ogden as stated in the Section 4 of the Participation Agreement and that each connection point be shown on these records with their appropriate flow measurements ;(report example):*

<i>Connection Point one:</i>	<i>0.876 c.f.s.</i>
<i>Connection Point Two:</i>	<i>0.000 c.f.s.</i>
<i>Connection Point Three:</i>	<i><u>0.015 c.f.s</u></i>
<i>Total accumulative Flows for all Connections</i>	<i>0.891 c.f.s.</i>

## 2- ARBITRATION.

Should any dispute arise between the City and the District pertaining to the construction of the third connection, the City and the District agree that such dispute shall be submitted to binding arbitration in accordance with the latest Commercial Arbitration Rules of the American Arbitration Association or any agreed upon functional equivalent thereof. Any decision rendered by the arbitrator(s) after such arbitration shall be binding on the City and the District and shall have the full force and effect of an order of a court of law.

## 3- TERMINATION.

This Agreement may be terminated by any party for the material breach of its provisions by an other party to the Agreement. Any party intending to terminate the Agreement shall give any defaulting party thirty (30) days written notice, specifying with particularity the condition, act, omission, or course of conduct asserted to constitute such material breach. This Agreement may not be terminated under this provision if, during such thirty (30) day period, the cure, correct or eliminate such material breach, which steps if diligently prosecuted to a conclusion, are reasonably designed to effect a cure, correction or elimination of the breach.

#### **4- ATTORNEYS FEES.**

All parties agree that should any of them breach this Agreement, and should enforcement action as set forth above be required by any of the other parties to enforce any of the terms or conditions contained or contemplated hereunder, each prevailing party shall be entitled to receive costs and reasonable attorneys fees incurred in enforcing this Agreement.

#### **5- ASSIGNABILITY.**

No party to this Agreement shall, nor shall they be able to, assign all or any portion of their interest in this Agreement without the express written consent of the remaining parties.

#### **6- BINDING EFFECT.**

Subject to the provisions contained herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto, and to their successors, trustees, assigns, receiver, and legal representatives, but shall not inure to the benefit of any other person, firm or corporation.

#### **7- SEVERABILITY.**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced, consistent with achieving the stated intentions of the parties herein, as if the Agreement did not contain the particular part, term or provision held to be invalid.

#### **8- EXECUTION OF ADDITIONAL INSTRUMENTS.**

Each party, at any time and from time to time, at the request of any other party, shall execute, acknowledge, and deliver any instrument that may be necessary or proper to carry out the provisions of this Agreement. In the case of any party's refusal or failure to do so, it shall be the option of any of the other parties to declare a default of this Agreement.

#### **9- DEFINITION OF WORDS AND PHRASES.**

Unless the context otherwise dictates, the use of the singular form of expression shall be construed to include the plural and the use of the masculine gender shall be construed to include the feminine gender.

#### 10- SECTION HEADINGS.

The section heading appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they appertain.

#### 11- NOTICES.

All notices given under this Agreement shall be in writing, and shall be hand delivered, or sent by certified mail, return receipt requested, to the parties at their respective addresses as set forth below, or as changed, with notice of such change of address to be given to the other party within five (5) days of such change of address.

#### 12- WAIVER AS EFFECTING FUTURE PERFORMANCE.

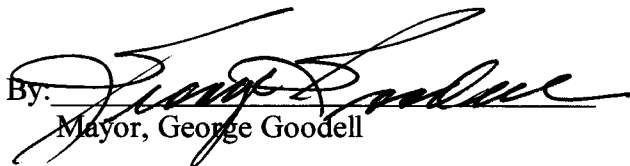
No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

#### 13- RELATIONSHIP OF THE PARTIES.

This Agreement shall not be construed as establishing any joint venture, partnership or other business relationship among the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

SOUTH OGDEN CITY

By:   
Mayor, George Goodell

ATTEST:

  
Dana Pollard - City Recorder

Address:

City of South Ogden  
560 - 39<sup>th</sup> Street  
South Ogden, Utah 84403

UINTAH HIGHLANDS WATER AND  
SEWER IMPROVEMENT DISTRICT

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

Address:

Uintah Highlands Water and Sewer  
Improvement District  
2401 East 6175 South  
Ogden, Utah 84403

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UINTAH HIGHLANDS SEWAGE WHEELING AGREEMENT

THIS AGREEMENT, is made and entered into this 4<sup>th</sup> day of November, 1986, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended; by and between UINTAH HIGHLANDS WATER AND SEWER IMPROVEMENT DISTRICT, a body politic of the State of Utah organized and existing under and pursuant to the provisions of Title 17, Chapter 6, Utah Code Annotated (1953), as amended (hereinafter referred to as the "District"), and SOUTH OGDEN CITY CORPORATION, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, the Board of Trustees of the District, upon the advice of the Weber-Morgan District Health Department, has determined that the health and safety of the inhabitants residing within the boundaries of the District requires the construction and operation of a public sanitary sewer collection system; and,

WHEREAS, pursuant to Section 17-6-1, Utah Code Annotated (1953), as amended, and the enabling resolution of the Weber County Commission first establishing the District, the District has the legal authority to construct and operate a sanitary sewer collection system to serve the inhabitants residing within the boundaries of the District; and

WHEREAS, the District proposes to construct a public sanitary sewer collection system within the boundaries of the District including, without limitation, main sewer pipelines, manholes, pump

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WHEREAS, the parties hereby mutually acknowledge and agree to cooperate with the other as herein provided;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and conditions respectively to be performed by the parties as contained herein, it is agreed as follows:

1. District's System.

(a) The District shall construct or cause to be constructed and installed within the boundaries of the District and extending into the boundaries of the City, the District's internal sewer collection system (hereinafter the "District's System"), including all main sewer pipelines, manholes, pump stations, valves, electrical equipment and all related equipment and facilities (excluding private connections to the sewer mainlines and private laterals extending from the mainlines to the premises being served), as well as the District's main sewer outfall line running from the collection system to City's existing 18-inch sewer outfall line extending from the Main Point Subdivision at a point where said City outfall line intersects the north line of U.S. Highway 89 in South Ogden City, Utah.

(b) All easements required for the construction, operation and maintenance of the District's System shall be acquired by the District, at its sole cost and expense; however, the City shall cooperate with and assist the District in obtaining all easements required within the boundaries of the City. The District shall reimburse the City for any costs incurred by the City in the acquisition of any such easement.

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(c) The engineering, design, preparation of plans and specifications, and construction work for the installation of the District's System, the physical connection of the District's main outfall line to the City's existing 18-inch outfall line extending from the Main Point Subdivision, shall be performed by the District and/or its agents and contractors, at the District's sole cost and expense. All such engineering, design and construction work shall be performed strictly in accordance with and subject to the City's public work standards and technical specifications.

(d) The District shall cause all construction work to be performed by a qualified contractor. Only contractors that can be bonded and insured for the construction work to be performed shall be considered as qualified contractors.

2. Title.

The District's System shall at all times remain the sole and separate property of the District.

3. Operation and Maintenance.

The District shall have the sole responsibility and obligation to operate and maintain the District's System, unless the District and the City shall otherwise agree, by separate contract, that the City shall operate and maintain the District's System; in which case, the provisions of said contract shall control with respect to the operation and/or maintenance of the District's System.

4. Transportation of the District's Sewage.

(a) The District is hereby authorized to discharge sewage generated within the boundaries of the District into the



City's System. The City shall transport said sewage through the City's System to the point of connection of the City's System with the Central Weber Sewer Improvement District main outfall line located in Riverdale, Utah.

(b) The City warrants that 1.5 cfs of the capacity of the City's System shall be exclusively reserved and held by the City for the transportation of District sewage according to the provisions of this Agreement. Subject to the provisions of Paragraph 4(c) below, the District will prohibit additional connections to the District's System which will cause the flow generated by the District into the City's system to exceed 1.5 cfs.

(c) At such time as the discharge of District sewage into the City's System reaches the level of 1.5 cfs, the City agrees that it will, at that time, make a good faith evaluation of its system to determine if additional capacity may be available for use by Uintah Highlands; and if the City determines that additional capacity does exist in its system, then the City agrees that it shall enter into good faith negotiations with Uintah Highlands for its use of such capacity as may be available.

5. City Connection to District's System.

The City shall have the right to connect portions of the City's collection system into the District's outfall line constructed within the boundaries of the City, subject to the following:

U-1

(a) The City shall not make any connection into the line that will infringe upon the capacity in the line available for the transportation of District sewage at the maximum rate of flow for transportation of District sewage as prescribed herein; and

(b) The City shall agree to pay its pro-rata share of the cost of upkeep and maintenance of that portion of the District's System used by the City, which amount shall be mutually agreed upon by the parties prior to any connection by the City.

6. Wheeling Charge.

The District shall pay to the City an annual fee of Six Thousand Dollars (\$6,000) (hereinafter the "Wheeling Charge"), for the use of the City's System for the transportation of District sewage, subject to the following:

(a) The initial payments of the Wheeling Charge shall be deferred as follows:

(1) The annual fee for the Wheeling Charge shall accrue year to year, without interest, commencing on the date the District's System is first placed into operation for use by the District, for a period of twenty (20) years, or until the District's obligation for payment of the District's sewer revenue bonds issued to finance the initial cost of construction of the District's System and any bonds issued for the purpose of refunding said sewer revenue bonds shall be paid in full, whichever first occurs; at which time the District's obligation for

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payment of the total amount of the annual fees which have accumulated for the Wheeling Charge shall become due.

~~(2) Payment of the total amount of the Wheeling Charge which has accrued and is then due and owing to the City in accordance with the provisions of paragraph 6(a)(1) herein shall thereafter be payable in annual installments in an amount equal to the annual principal and interest amount due and owing on the District's sewer revenue bonds at the time the payment of the Wheeling Charge became due. Payment shall be made by the District to the City annually in such amount, and on the same date as said principal and interest payments were due on said revenue bonds, until such time as the deferred amount of the Wheeling Charge has been paid in full.~~

(b) Upon payment in full of the deferred amount of the Wheeling Charge in accordance with the provisions of paragraph 6(a)(1) above, and if the District, as a whole, shall remain unannexed to the City, the Wheeling Charge shall thereafter continue for the term of this Agreement to be due and payable by the District to the City on an annual basis on the same date as the payments on the deferred amount of the Wheeling Charge were due as provided above; subject, however to good faith renegotiation of the amount of the Wheeling Charge at the end of said 20 year period.

(c) If the District, as a whole, is annexed to the City at anytime within said 20 year period, then the Wheeling Charge, up to a total sum of \$120,000, <sup>432</sup> shall nevertheless be paid in full in accordance with the terms of paragraph 6(b)

(11)

above; after full payment of which the District's obligations for payment of the Wheeling Charge under this paragraph 6 shall cease, and said payment shall thereupon be considered by the parties to be a capital investment in the City's system.

7. Annexation Matters.

As further consideration for this Agreement, the District agrees that it shall not oppose the deannexation of those areas situated within the boundaries of the District that are, as of the date hereof, (1) already annexed into and a part of South Ogden City, and (2) not being served with water, sewer or storm drainage services; and that the District shall, at its expense, pursue all proceedings required to effectuate the deannexation prior to December 31, 1987. Regarding that property which is situated within the boundaries of the District and which is identified for possible annexation under the Master Annexation Policy Declaration of South Ogden City as the same may be amended from time to time, in the event the owners of said property shall petition the City for annexation, the District hereby agrees that it shall not, as a district, officially oppose said annexation; and the City acknowledges and agrees that if any of said property is annexed to the City, that said property shall nevertheless remain within the boundaries of the District whereby the District shall continue to provide water, sewer and storm drainage services to said property; and that the District shall continue to provide said services until such time as the property situated within the District is, as a whole, annexed into the City.

8. Indemnification.

The District shall indemnify and hold the City harmless from and against any and all damages, losses, claims, demands, suits,

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and proceedings, of whatsoever kind or nature, as well as any and all costs and expenses incurred in connection therewith, including court costs and attorney's fees, arising out of or otherwise attributable to the construction, operation, and use by the District of the District's System; however the District shall not indemnify or hold the City harmless from any damages, losses, claims, demands, suits, and proceedings which arise out of or are otherwise attributable to any misconduct, negligent acts or omissions by the City, or which arise out of or are otherwise attributable to the operation of the City's System or the failure of the City to properly maintain the City's System.

9. Term.

This Agreement shall be a perpetual agreement and shall only be terminated upon the mutual written consent of the parties hereto.

10. Conditions Precedent.

The following shall be express conditions precedent to the operation of this Agreement:

(a) Authorization by the qualified electors of the District pursuant to proceedings for a revenue bond election for the issuance and sale of the District's sewer revenue bonds to fund the construction of the District's system; and

(b) The execution of a general construction contract between the District and a general contractor for the construction of the District's System; and

(c) Completion of construction and commencement of operation of the District's System, such that the same is capable of delivering District sewage to the point of connection of the District's System with the City's Systems.

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11. Modification.

The terms and provisions of this Agreement shall not be modified, except upon the mutual written agreement of the parties; and, the parties hereby acknowledge and agree that they shall, in good faith, and in the spirit of cooperation, renegotiate the terms and provisions hereof as circumstances and conditions may require.

12. Approvals and Acceptance.

Any work, action, plans, specifications, materials and/or written instruments requiring approval from or acceptance by the City as set forth in this Agreement shall not be deemed to be approved or accepted unless and until such approval or acceptance has been given in writing and delivered by the City to the District, any written approvals or acceptances shall be deemed to have been delivered when the respective written approval or acceptance document itself has been personally delivered or mailed to the District, postage prepaid, at the following address:

Uintah Highlands Water and  
Sewer Improvement District  
5944 Wasatch Drive  
Ogden, Utah 84403

The above address of the District may be changed from time to time upon written notice to the City.

13. Partial Invalidity.

If any term, part, section, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be void, invalid or unenforceable, then the remaining terms, parts, sections, provisions, covenants and conditions shall nevertheless remain in full force and effect.

14. Assignment.

Neither party shall assign this Agreement or any portion hereof, without the prior written consent of the other party.

15. Integration.

The foregoing constitutes the full and complete agreement by and between these parties, and shall supersede all prior written or oral discussions or representations concerning the subject matter herein contained, and expressly supersedes and rescinds that certain Interlocal Cooperation Agreement by and between the parties dated October 25, 1983.

16. Warranty of Authority.

The individuals executing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties and that the respective parties have agreed to be and are bound hereby.

17. Filing.

This Agreement shall be duly filed with the keeper of records of each of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

UINTAH HIGHLANDS WATER AND  
SEWER IMPROVEMENT DISTRICT

Attest:

Jesse D. Bylee  
Clerk

By [Signature]  
Its Chairman

Approved as to form:

[Signature]  
Attorney for Uintah Highlands  
Water and Sewer Improvement  
District

SOUTH OGDEN CITY CORPORATION

BY

*Lura Mangano*

Its

Mayor

Attest:

*L. Van Dine*

City Recorder

Approved as to form:

*Charles F. Stone*

Attorney for South Ogden City



South Ogden City  
Winlock Highlands Sewage  
Whelking Agreement

St. James  
10/14/88

The agreement calls for an annual fee of \$6,000 for the use of sanitary sewage system by Winlock Highlands.

The fee first became due in 1987 as the sewer system was completed.

Payment is deferred for the term of the loan agreement (bonds issued by Winlock Highlands)

The City has not recognized the funds as revenues or deferred revenues.

Accordingly, revenue of \$12,000 for 87 and 88 has not been recorded. The amount is payable in 20 yrs or upon payment of the bonds. The estimated time is 20 yrs. APB 21 requires discounting to the net present value.

1987	\$6,000	PV $\rightarrow$ 20 yrs 10% =	\$891.85
1988	6,000	PV $\rightarrow$ 19 yrs ✓ =	981.05
			<u>1872.05</u>

accrual of discount 10% (1987)		89.85
at 6/30/88		<u>1961.90</u>

## UNITAH HIGHLANDS WHEELING CHARGES

11-14-1988 15:05:06 Pg 1

Compounding interval: Annual

Annual percentage rate.....: 10.000%  
Effective annual rate.....: 10.000%  
Rate per compounding period.: 10.000%  
Equivalent daily rate.....: 0.02740%

Valuation date: 06-30-1986 Value: \$ 51,081.38

## CASH FLOW DATA

First date	Payment amount	-#- Interval	Last date
06-30-1987	\$ 6,000.00	20 Annual	06-30-2006

## AMORTIZATION SCHEDULE - Normal amortization

Pmt	Date	Payment	Interest	Principal	Balance
					Balance at 06-30-1986 51,081.38
1	06-30-1987	6,000.00	5,108.14	891.86	50,189.52
2	06-30-1988	6,000.00	5,018.95	981.05	49,208.47
3	06-30-1989	6,000.00	4,920.85	1,079.15	48,129.32
4	06-30-1990	6,000.00	4,812.93	1,187.07	46,942.25
5	06-30-1991	6,000.00	4,694.23	1,305.77	45,636.48
6	06-30-1992	6,000.00	4,563.65	1,436.35	44,200.13
7	06-30-1993	6,000.00	4,420.01	1,579.99	42,620.14
8	06-30-1994	6,000.00	4,262.01	1,737.99	40,882.15
9	06-30-1995	6,000.00	4,088.22	1,911.78	38,970.37
10	06-30-1996	6,000.00	3,897.04	2,102.96	36,867.41
11	06-30-1997	6,000.00	3,686.74	2,313.26	34,554.15

12	06-30-1998	6,000.00	3,455.42	2,544.58	32,009.57
13	06-30-1999	6,000.00	3,200.96	2,799.04	29,210.53

## UNITAH HIGHLANDS WHEELING CHARGES

11-14-1988 15:05:06 Pg 2

Pmt	Date	Payment	Interest	Principal	Balance
14	06-30-2000	6,000.00	2,921.05	3,078.95	26,131.58
15	06-30-2001	6,000.00	2,613.16	3,386.84	22,744.74
16	06-30-2002	6,000.00	2,274.47	3,725.53	19,019.21
17	06-30-2003	6,000.00	1,901.92	4,098.08	14,921.13
	06-30-2004	6,000.00	1,492.11	4,507.89	10,413.24
19	06-30-2005	6,000.00	1,041.32	4,958.68	5,454.56
20	06-30-2006	6,000.00	545.44	5,454.56	0.00
Grand totals		120,000.00	68,918.62	51,081.38	

UNITAH HIGHLANDS WHEELING CHARGES

Last interest amount decreased \$

0.02 due to rounding.

**UINTAH HIGHLANDS SEWER SYSTEM TELEMETERING  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made and entered into this 4<sup>th</sup> day of November, 1988~~6~~, pursuant to the provisions of the Interlocal Co-Operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, by and between the Uintah Highlands Water and Sewer Improvement District, a body politic of the State of Utah, organized and existing under and pursuant to the provisions of Title 17, Chapter 6, Utah Code Annotated (1953), as amended (hereinafter referred to as the "District"), and South Ogden City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter referred to as the "City");

**W I T N E S S E T H:**

WHEREAS, the District proposes to construct a public sanitary sewer collection system within the boundaries of the District and extending into the boundaries of the City (hereinafter referred to as the "System") including, without limitation, a main outfall line, main sewer pipelines, manholes, pump stations, valves, meters, electrical equipment and all other such related equipment and facilities (excluding private connections to the sewer main line and private laterals extending from the main line to the premises being served), to be financed through the sale of the sewer revenue bonds of Uintah Highlands Water and Sewer Improvement District; and

WHEREAS, the State of Utah, acting by and through the Department of Health, Division of Environmental Health, Water Pollution Control Committee (hereinafter the "State"), has legally committed

to the fund construction of the System through the purchase of the aforesaid sewer revenue bonds, subject to the terms and conditions imposed upon the District by the State as set forth in the State's Loan Authorization letter dated July 14, 1986, and Construction Permit dated September 2, 1986; and

**WHEREAS,** the conditions imposed by the State require that the District provide or otherwise contract for the routine inspection, maintenance and repair of the System and may require a procedure for telemetering the pump station which comprises a portion of the System; and

**WHEREAS,** the City has the necessary facilities, equipment, expertise and manpower, and is located within close proximity to the District, such that the City may competently and efficiently provide the operation, maintenance and telemetering services required to satisfy the aforesaid requirements of the State; and

**WHEREAS,** the City and the District mutually acknowledge and agree that the best interest of the City and the District will be served through a cooperative effort as herein provided;

**NOW, THEREFORE,** in consideration of the foregoing, and the mutual covenants and conditions respectively to be performed by the parties as contained herein, it is agreed as follows:

1. Services to be Provided by the City

(a) Inspection, Maintenance and Repair.

(1) The City shall periodically inspect the System and routinely maintain and repair the same in accordance with and subject to the City's standards for inspection, maintenance and repair of its own sewer collection system, subject to a right on

the part of the District to periodically review at its discretion, the frequency of inspections and the necessity of maintenance and repair work performed or to be performed by the City.

(2) Inspection, maintenance and repair services in excess of \$1,000 per occurrence shall first be approved by the District, as hereinafter provided, before such services shall be performed by the City; except that in an emergency situation, any such services as may, in good faith, be required to eradicate the emergency may be rendered by the City without the prior approval of the District regardless of amount.

(i) For the purpose of this Agreement, "emergency" shall be defined to include any situation or circumstance regarding the System which imminently threatens the health, safety and welfare of any of the citizens of the District or the City.

(ii) Only the District's General Manager or Office Manager shall be authorized to give approval for inspection, maintenance and repair services in excess of \$1,000 per occurrence as hereinabove provided. Approvals need not be in writing, and may be given orally by telephone. The District shall provide to the City a written list containing the name, address and home and work telephone numbers of the District's General Manager and Office Manager, and update the same as necessary to keep said information current.

(b) Telemetering.

If telemetering services are determined to be necessary by the District, either of its own volition or as a requirement imposed by the State in connection with its purchase of the District's



sewer revenue bonds, then the City agrees to provide said telemetering services to the District, subject to the following:

(1) The City shall provide space in the City's municipal building at the dispatch center for a telemetering device to receive power outage alarms and other such telemetering signals as may be required by the District. The telemetering system shall be installed and thereafter maintained by the District at its sole expense.

(2) The City shall monitor the above-referenced telemetering device continuously, on a twenty-four (24) hour basis. In the event a power outage alarm or other such signal is received by the City regarding the System, the City shall promptly dispatch a qualified person to inspect the System in order to verify and/or otherwise take such corrective action as may be necessary to insure that the System's back-up power supply system is functioning and that the System is otherwise operating in a proper and safe manner.

(3) In the event the City shall for whatever reason, divest itself of its own dispatcher system, or shall otherwise contract its dispatch services out to another entity, then any City obligation to provide telemetering services to the District shall terminate.

## 2. Compensation.

(a) Amount. In consideration of the services to be performed by the City as hereinabove set forth, the District shall compensate the City as follows:

(1) \$300 per calendar quarter for telemetering and dispatch services if any, provided by the City in accordance with Paragraph 1 (b) hereof; and

(2) An amount equal to the City's cost of labor (including time and benefits) and materials plus ten percent (10%) for inspection, maintenance and repair services provided by the City in accordance with Paragraph 1 (a) hereof.

(b) Payment. The billing cycle for all sums due and owing by the District to the City, as provided in this Paragraph 2, shall be on a calendar quarter basis, January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31, of each year during the term of this Agreement. The City shall itemize the services provided by the City in accordance with the provisions of this Agreement, and submit an itemized billing statement for such services to the District within ten (10) days after the conclusion of each billing cycle. The District shall remit payment to the City, as billed, within twenty (20) days of receipt of the City's billing statement.

3. Term.

The term of the Agreement shall be perpetual, except that either party may terminate the Agreement upon six (6) months written notice.

4. Indemnification.

The District shall indemnify and hold the City harmless from and against any and all damages, losses, claims, demands, suits, and proceedings, of whatsoever kind or nature, as well as any and all costs and expenses incurred in connection therewith, including court costs and attorneys fees, arising out of or otherwise attributable to the construction, operation and use of the System

by the District; however, the District shall not indemnify or hold the City harmless from any damages, losses, claims, demands, suits, and proceedings which arise out of or are otherwise attributable to any misconduct, negligent acts or omissions by the City, or its officers, agents and employees in connection with the services to be provided by the City under this Agreement.

5. Modification.

The terms and provisions of this Agreement shall not be modified, except upon the mutual written agreement of the parties. The parties hereby acknowledge and agree that they shall, in good faith, and in the spirit of cooperation, renegotiate the terms and provisions hereof as circumstances and conditions may require.

6. Assignment.

Neither party shall assign this Agreement, or any portion hereof, without the prior written consent of the other party.

7. Warranty of Authority.

The individuals executing this Agreement on behalf of the parties hereto hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties and that the parties have agreed to be and are bound hereby.

8. Integration.

The foregoing constitutes the full and complete Agreement by and between these parties, and shall supersede all prior written or oral discussions or representations concerning the subject matter herein contained.

9. Filing.

This Agreement shall be duly filed with the keeper of records of each of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

UINTAH HIGHLANDS WATER AND SEWER  
IMPROVEMENT DISTRICT


By 

Its Chairman


ATTEST:

  
Clerk

Approved as to Form:

  
Attorney for Uintah  
Highlands Water and Sewer  
Improvement District

ATTEST:

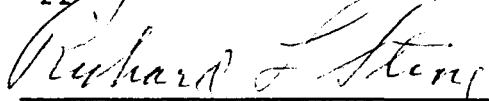
  
City Recorder

SOUTH OGDEN CITY CORPORATION

By 

Its MAYOR

Approved as to Form:

  
Attorney for  
South Ogden City

## SEWER LINE PARTICPATION AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 7<sup>th</sup> day of February, 1997, by and among Uintah Highlands Water and Sewer Improvement District, a special improvement district and existing under the laws of the State of Utah (hereinafter the "District"), South Ogden City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the "City"), and Crossroads 8/9, L.L.C., a limited liability company organized and existing under the laws of the State of Utah (hereinafter "Crossroads").

### RECITALS

**WHEREAS**, Crossroads is developing land within the boundaries of the City, and is required by the City to construct a main sewer trunk line of a size and at a depth sufficient to enable the City to provide sanitary sewer service to Crossroad's development project (hereinafter the "Crossroads Line"); and

**WHEREAS**, pursuant to the terms of the Uintah Highlands Sewage Wheeling Agreement by and between the City and the District, dated November 4, 1986, (hereinafter the "Wheeling Agreement"), the District's sanitary sewer system has been connected to the City's sanitary sewer system at a point of connection near Harrison Boulevard (hereinafter the "First Connection Point"), whereby the City transports District sewage through the City's system into the Central Weber Sewer Improvement District main outfall line located in Riverdale, Utah; and

**WHEREAS**, certain residential and other developable areas within the District are situated low enough in elevation so as to prohibit the gravity flow of sewage from those areas to the First Connection Point, which will require the installation and ongoing operation and maintenance of a pump station to pump the sewage to the First Connection Point if service to those areas is to be provided by the District; and

**WHEREAS**, the Crossroads Line could be utilized as a second point of connection with the City's system in effectuating the wheeling of District sewage by the City from the lower elevation areas in the District, by gravity flow, if the Crossroads Line is constructed to a depth of 18' 6"; and

**WHEREAS**, the greater depth of the Crossroads Line will enhance the City's ability to provide sewer service to certain areas within its boundaries; and

**WHEREAS**, Crossroads is willing to construct the Crossroads Line at the increased depth if the District and the City pay the increased cost attributable to deepening the line beyond that necessary to satisfy Crossroad's development requirements; and

**WHEREAS**, the District and the City are willing to contribute to the cost of construction of the Crossroads Line in conformance with the terms and provisions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties contained herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

## **1. CONSTRUCTION OF THE CROSSROADS LINE.**

a. Crossroads shall construct the Crossroads Line to a sufficient depth so as to facilitate use of the Crossroads Line for the wheeling of District sewage, by gravity flow, from the lower elevation areas in the District.

b. The Crossroads Line shall be constructed so as to conform to all applicable City construction standards then in effect.

c. Crossroads shall be solely responsible for bidding of the construction contract, subsequent construction management, direct supervision of the successful bidder during construction, as well any cost over-runs that may be incurred during construction of the Crossroads Line.

d. Crossroads, or its successor-in-interest, shall be solely responsible for all standard developer warranties as are normally required of the developers by the City in like situations, as those standards may be in effect at the time of construction of the Crossroads Line.

e. Upon inspection and approval by the City, title to the Crossroads Line shall be transferred by Crossroads to the City whereupon the Crossroads Line shall be incorporated into the City's sanitary sewer system and thereafter be operated, maintained, repaired and replaced as necessary by the City.

## **2. PAYMENT FOR THE CROSSROADS LINE.**

a. The District and the City shall each be obligated to contribute to the cost of construction of the Crossroads Line as follows:

(1) The District shall pay one-third (1/3) of the cost of construction of the Crossroads Line, but not to exceed twenty-five thousand dollars (\$25,000), which shall be due and payable as provided herein. The District will deposit and hold said funds in a separate, interest-bearing account of the District until paid.

(2) The City shall pay one-third (1/3) of the cost of the construction of the Crossroads Line, but not to exceed twenty-five thousand dollars (\$25,000), which shall be due and payable as provided herein. The City will deposit and hold said funds in a separate, interest-bearing account of the City until paid.

b. Crossroads shall be entitled to one partial payment from the District and the City during the course of construction in an amount not to exceed 90% of the costs incurred by Crossroads for construction of the Crossroads Line as of the date of the payment request. The partial payment shall not be made by the District or the City unless and until the City Engineer notifies the City and the District, in writing, that the construction work covered by the payment request has been accomplished in conformance with the approved design specifications and applicable City standard, and that payment may be made. Upon receipt of said notice, the District shall draft a District check and the City shall draft a City check, each in the amount of their respective shares of the partial payment, payable to Crossroads 8/9, L.L.C. The District shall deliver its check to the City, who shall deliver it to Crossroads along with the City's check.

c. Upon written notice by the City Engineer to the District and the City that all construction work on the Crossroads Line has been fully completed in conformance with the approved design specifications and applicable City standards, final payment of all amounts then remaining due and owing by the District and the City for their share of the cost of construction of the Crossroads Line shall be made to Crossroads. The District shall deliver its check to the City, who shall deliver it to Crossroads along with the City's check.

d. All interest which shall have accrued in the separate accounts of the District and the City shall belong to the District and the City, respectively.

### **3. EXTENSION OF THE CROSSROADS LINE.**

a. The District and the City acknowledge that the District's sewer system plan contemplates the construction of a main sewer trunk line along 1550 East Street; and that in order to utilize the Crossroads Line for wheeling of the District's sewage, by gravity flow, from the lower elevation areas in the District and otherwise, an extension of the Crossroads Line shall (hereinafter the "Extended Crossroads Line"), may be constructed. The Extended Crossroads Line shall begin at the easterly end of the Crossroads Line and extend eastward to a point of connection with the District's future sewer trunk line to be constructed on 1550 East Street (hereinafter the "Second Connection Point").

b. The Extended Crossroads Line may be constructed at the same time and by the same contractor performing the construction of the Crossroads Line, under a separate contract between the District and Crossroads' contractor, if the District, in its sole discretion, is able to finance the construction and otherwise determines to proceed with construction of said line at the same time as construction of the Crossroads Line. Alternatively, the Extended Crossroads Line may be constructed at a later date in connection with other real estate projects being developed by developers within the District's boundaries in conformance and subject to the uniform rules and regulations of the District which may require the construction of said line by the developers if the line is necessary in order to facilitate sewer service to their project. In either event, the District will act to insure that:

(1) The Extended Crossroads Line shall be constructed in conformance with all applicable City construction standards then in effect.

(2) The District or other developers, as the case may be, shall be responsible for bidding of the construction contract, subsequent construction management, direct supervision of the successful bidder during construction, for any cost over-runs that may be incurred during construction of the Extended Crossroads Line, and for all standard warranties as are normally required of the developer by the City in like situations, as those standards may be in effect at the time of construction of the Extended Crossroads Line.

c. Upon inspection and approval by the City, title to the Extended Crossroads Line shall be transferred by the District or by the developers to the City, whereupon the Extended Crossroads Line shall be incorporated into the City's sanitary sewer system and thereafter be operated, maintained, repaired and replaced as necessary by the City.

### **4. MEASURING DEVICES AND FLOW MEASUREMENTS.**

a. The District agrees that it shall install, at its sole expense, an open channel measuring device at the Second Connection Point similar to the open channel measuring device that already exists at the First Connection Point.

b. Approval of the measuring device to be installed at the Second Connection Point shall be obtained in writing from the City Engineer prior to installation.

c. The measuring devices at the First Connection Point and Second Connection Point shall be the property of the District and shall be operated and maintained in good operating condition at the sole expense of the District.

d. The District shall measure and record the flow of sewage at both the First Connection

Point and Second Connection Point on at least a monthly basis, and provide to the City a cumulative report of the measurement taken at both points on a bi-annual basis.

#### **5. WHEELING AGREEMENT AND WHEELING CHARGE.**

a. The District and the City hereby acknowledge and re-affirm the terms and conditions of the Wheeling Agreement and agree that the same shall continue in full force and effect except as modified herein.

b. The City agrees that so long as the cumulative flow of District sewage to be wheeled through the City system, as measured at both the First Connection Point and Second Connection Point, remains within the 1.5 c.f.s. capacity exclusively reserved and held by the City for the District as provided in the Wheeling Agreement, then the City will interpose no increase in the wheeling charge to be paid to the City by the District, except as may otherwise be provided for in, and then only in accordance with, the provisions of the Wheeling Agreement.

c. The extent of the City's sewer system capacity which is being utilized for transportation of District sewage shall be calculated based upon the bi-annual flow to be provide by the District to the City as set forth in Section 4d. above.

#### **6. ARBITRATION.**

Should any dispute arise between the City and Crossroads pertaining to the construction of the Crossroads Line, the City and Crossroads agree that such dispute shall be submitted to binding arbitration in accordance with the latest Commercial Arbitration Rules of the American Arbitration Association or any agreed upon functional equivalent thereof. Any decision rendered by the arbitrator(s) after such arbitration shall be binding on the City and Crossroads and have the full force and effect of an order of a court of law.

#### **7. TERMINATION.**

This Agreement may be terminated by any party for the material breach of its provisions by an other party to the Agreement. Any party intending to terminate the Agreement shall give any defaulting party thirty (30) days written notice, specifying with particularity the condition, act, omission, or course of conduct asserted to constitute such material breach. This Agreement may not be terminated under this provision if, during such thirty (30) day period, the cure, correct or eliminate such material breach, which steps if diligently prosecuted to a conclusion, are reasonably designed to effect a cure, correction or elimination of the breach.

#### **8. ATTORNEYS FEES.**

All parties agree that should any of them breach this Agreement, and should enforcement action as set forth above be required by any of the other parties to enforce any of the terms or conditions contained or contemplated hereunder, each prevailing party shall be entitled to receive costs and reasonable attorneys fees incurred in enforcing this Agreement.

#### **9. ASSIGNABILITY.**

No party to this Agreement shall, nor shall they be able to, assign all or any portion of their interest in this Agreement without the express written consent of the remaining parties.



#### **10. BINDING EFFECT.**

Subject to the provisions contained herein, this Agreement shall insure to the benefit of and be binding upon the parties hereto, and to their successors, trustees, assigns, receiver, and legal representatives, but shall not insure to the benefit of any other person, firm or corporation.

#### **11. SEVERABILITY.**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced, consistent with achieving the stated intentions of the parties herein, as if the Agreement did not contain the particular part, term or provision held to be invalid.

#### **12. EXECUTION OF ADDITIONAL INSTRUMENTS.**

Each party, at any time and from time to time, at the request of any other party, shall execute, acknowledge, and deliver any instrument that may be necessary or proper to carry out the provisions of this Agreement. In the case of any party's refusal or failure to do so, it shall be the option of any of the other parties to declare a default of this Agreement.

#### **13. DEFINITION OF WORDS AND PHRASES.**

Unless the context otherwise dictates, the use of the singular form of expression shall be construed to include the plural and the use of the masculine gender shall be construed to include the feminine gender.

#### **14. SECTION HEADINGS.**

The section heading appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they appertain.

#### **15. NOTICES.**

All notices given under this Agreement shall be in writing, and shall be hand delivered, or sent by certified mail, return receipt requested, to the parties at their respective addresses as set forth below, or as changed, with notice of such change of address to be given to the other party within five (5) days of such change of address.

#### **16. WAIVER AS EFFECTING FUTURE PERFORMANCE.**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

#### **17. RELATIONSHIP OF THE PARTIES.**

This Agreement shall not be construed as establishing any joint venture, partnership or other business relationship among the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SOUTH OGDEN CITY

By: *Linda Hamilton*

Address:

City of South Ogden  
560 - 39<sup>th</sup> Street  
South Ogden, Utah 84403

ATTEST:

*Dana B. Pollard*  
Dana Pollard - City Recorder

UINTAH HIGHLANDS WATER AND  
SEWER IMPROVEMENT DISTRICT

By: *Steven Anglin*

Address:

Uintah Highlands Water and Sewer  
Improvement District  
2401 East 6175 South  
Ogden, Utah 84403

CROSSROADS 8/9, L.L.C.

By: *Clyde M. Brown*

Address:

1597 N. Woodland Park Dr.  
LAYTON, UT 84041

**INTERLOCAL COOPERATION AGREEMENT  
BY AND BETWEEN  
UINTAH HIGHLANDS IMPROVEMENT DISTRICT  
AND SOUTH OGDEN CITY**

**AN AGREEMENT GOVERNING THE COLLECTION AND DISPOSITION  
OF STORM DRAINAGE WATERS ON CERTAIN LANDS WITHIN  
THEIR COMMON BOUNDARIES, AND RELATED MATTERS**

**THIS INTERLOCAL COOPERATION AGREEMENT** (hereinafter the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 1999, pursuant to authority of the Interlocal Cooperation Act, §11-13-1 *et seq.*, Utah Code Ann., 1953, as amended (the "Act"), by and between Uintah Highland Improvement District, a special district organized and existing pursuant to the provisions of §17A-2-301 *et seq.*, Utah Code Ann., 1953, as amended (hereinafter the "District"), and SOUTH OGDEN CITY, a Utah municipal corporation (hereinafter the "City"). (The District and the City are sometimes hereinafter referred to singularly as a "Party" or together as the "Parties.")

**RECITALS**

**WHEREAS**, pursuant to the provisions of the Act, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act; and

**WHEREAS**, both the District and the City are authorized by law to provide storm drainage services within their respective boundaries; and

**WHEREAS**, the District and the City are desirous of entering into an agreement governing storm drainage services, including the ownership, management, operation, maintenance, repair and replacement of and responsibility and liability for facilities for the collection and disposition of storm drainage waters running onto, collected within and/or emanating from the developed and undeveloped property which currently is or may in the future be situated within their common boundaries

(hereinafter the "Common Property," including: (i) such property which, as of the date hereof, is situated within the boundaries of both the City and the District, as depicted on EXHIBIT "A" hereto, and (ii) such property, which, as of the date hereof, is situated solely within the boundaries of the District but which is hereafter annexed into the boundaries of the City); and

**WHEREAS**, the City is capable and willing to provide and be responsible for, and the District is willing to allow the City to provide and be responsible for storm drainage services within the Common Property, subject to and in conformance with the terms and provisions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1**

### **STORM DRAINAGE FACILITIES AND SERVICE**

#### **1.1 With respect to the Common Property:**

(a) The City shall be solely and separately responsible, at its sole cost and expense, for the safe and appropriate collection, detention, retention, management, control and disposition of all storm and other drainage water which currently runs onto, or is collected within and/or emanates from the Common Property irrespective of its source.

(b) The City shall have the sole and separate responsibility, at its sole cost and expense, and without any expense or obligation of any kind with respect thereto on the part of the District, to construct and install, or cause to be constructed and installed according to City specifications, regulations and standards, and to inspect and approve, any and all equipment, facilities and systems necessary for the collection, detention, retention, management control and disposition of storm drainage waters running onto, collected within and/or emanating from the Common Property (the "Storm Drain System").

(c) The Storm Drain System shall be owned, managed, operated, maintained, repaired and replaced by the City, at its sole cost and expense, and without any expense or obligation of any kind with respect thereto on the part of the District.

(d) The District has never had and in the future will not have equipment, facilities, systems or means within the Common Property with which to manage, control or dispose of said water; and as such, the District shall have no responsibility, liability, expense or obligation, in any way whatsoever, for the collection, detention, retention, management, control or disposition of any storm or other drainage water which runs onto, is collected within and/or emanates from the Common Property.

1.2 With respect to the developed and undeveloped land within the District which is not included within the Common Property as defined herein (hereinafter the "District Property"):

(a) The City acknowledges that: (i) the District does not now provide and has historically never provided storm drainage service within the District Property; (ii) to the extent storm drainage facilities exist within the District Property, said facilities are owned, operated, maintained, repaired and replaced by Weber County; (iii) the District has no equipment, facilities or means with which to collect, detain, retain, manage, control or dispose of flows of storm drainage water emanating from within the District Property; and (iv) storm drainage water emanating from that portion of the District Property generally situated west of 2125 East, has historically run off said property and onto certain portions of the Common Property.

(b) With respect to the storm drainage water emanating from that portion of the District Property generally situated west of 2125 East Street, the parties agree as follows:

(1) The City, at its sole cost and expense, shall continue to collect, detain, retain, manage, control and/or dispose of such water in the same manner as heretofore, and/or make other arrangements with Weber County for the appropriate collection, detention, retention, management, control and disposition of such water.

(2) The City agrees that as between the Parties the District shall have no responsibility, liability, expense or obligation, whatsoever, with respect to the collection, detention, retention, management, control or disposition of such water.

(3) The City shall have no obligation to enlarge the Storm Drain System to receive flows of storm drainage water from the District Property in quantities greater than those flows which the Storm Drain System, as of the date hereof, is designed to accommodate from the District

Property; and neither shall the District have any obligation or liability to the City with respect to the same.

## **ARTICLE 2**

### **PAYMENT OF IMPACT FEES AND SERVICE FEES AND CHARGES**

2.1 The owners of undeveloped land situated within the Common Property shall be subject to the imposition of impact fees by the City, in conformance with applicable City ordinance, rules and regulations, in connection with the development of said land.

2.2 The owners of lands situated within the Common Property which are connected to the Storm Drain System, or which otherwise benefit from storm drain services provided the City, shall be obligated to pay storm drain service fees and charges imposed by the City for storm drainage service in conformance with applicable City ordinances, rules and regulations. The City agrees that it will not discriminate in the imposition of storm drain service fees and charges on the grounds that said property is also situated within the boundaries of the District, and further agrees that such fees and charges will be imposed on the same basis as all other areas receiving storm drain services within the City.

2.3 It is acknowledged and agreed that notwithstanding the fact that some storm drainage water emanating from certain portions of the District Property has, historically, run off said property and onto certain portions of the Common Property as referenced in Paragraph 1.2 above, the development of land within the District Property shall not be subject to the imposition of impact fees by the City and the owners of property within the District Property shall have no obligation to pay storm drain service fees and charges to the City.

## **ARTICLE 3**

### **INDEMNIFICATION**

The City shall indemnify, defend and hold the District and its respective officers, officials, employees, consultants, agents and representatives harmless from and against any and all claims, demands, suits, actions, losses, costs, damages, expenses and liabilities, of whatsoever nature or kind (including but not limited to reasonable attorneys fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments), howsoever caused, directly or indirectly resulting from, arising out of or otherwise related, in any way, to the Storm Drain System, including,

without limitation, the construction, installation, inspection and/or approval of the Storm Drain System; the ownership, management, operation, maintenance, repair, and/or replacement of the Storm Drain System; and/or the collection, detention, retention, management, control and disposition of any storm and other drainage water within the Common Property, irrespective of its source, including, without limitation, that storm drainage water which emanates from the District Property and runs on to the Common Property as referenced in Paragraph 1.2 herein.

#### **ARTICLE 4**

#### **NON-THIRD PARTY BENEFICIARY CONTRACT**

This Agreement is not intended to be a third party beneficiary contract for the benefit of any other third party, and no third party shall have any cause of action against the District for any failure by the City to provide storm drain services or for any breach or default by the City or the District hereunder. In addition, no third party shall have any rights hereunder which could in any way restrict the Parties' right to modify or terminate this Agreement at any time or in any manner. The City agrees to indemnify, defend and hold the District harmless from and against the claim of any third party arising hereunder.

#### **ARTICLE 5**

#### **TERM**

Subject to the provisions of Articles 9 and 10 below, this Agreement shall be for a term of fifty (50) years. Prior to the expiration of the foregoing contract term, the Parties shall in good faith negotiate a new agreement for the continuation of the provisions of services described herein.

#### **ARTICLE 6**

#### **BINDING EFFECT**

This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns.

#### **ARTICLE 7**

#### **INTEGRATION**

This Agreement constitutes the entire understanding and agreement by and between the Parties hereto, and supersedes all prior agreement, representations or understandings by and between them, whether written or oral, pertaining to the subject matter hereof.

**ARTICLE 8  
AMENDMENTS**

This Agreement may only be changed, modified or amended in writing upon mutual agreement of the Parties.

**ARTICLE 9  
EFFECTIVE DATE OF AGREEMENT/PASSAGE OF RESOLUTION**

This Agreement shall become effective as of the date set forth on Page 1 hereof, subject to:  
(i) a written resolution of the Board of Trustees of the District approving this Agreement and authorizing the execution hereof on behalf of the District, a copy of which resolution is attached as EXHIBIT "B" hereto, and (ii) a written resolution of the City Council of the City approving this Agreement and authorizing the execution hereof on behalf of the City, a copy of which resolution is attached as EXHIBIT "C" hereto.

**ARTICLE 10  
ATTORNEY APPROVAL**

In conformance with the provisions of §11-13-9, Utah Code Ann. 1953, as amended, as a condition precedent to its entry into force, this Agreement shall be submitted to an attorney authorized by each Party who shall approve the Agreement as to its proper form and compatibility with State law.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

UINTAH HIGHLANDS IMPROVEMENT DISTRICT

\_\_\_\_\_  
District Clerk

By: \_\_\_\_\_  
Chairman, Board of Trustees

APPROVED BY:

\_\_\_\_\_  
Attorney for Uintah Highlands  
Improvement District



ATTEST:

SOUTH OGDEN CITY

Diana B. Farrell

City Recorder

By

Scott Seabert  
Mayor

APPROVED BY:

[Signature]  
South Ogden City Attorney

**EXHIBIT "A"**

**MAP**



## **EXHIBIT "B"**

### **RESOLUTION NO. \_\_\_\_\_**

#### **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE DISTRICT AND SOUTH OGDEN CITY GOVERNING THE COLLECTION AND DISPOSITION OF STORM DRAINAGE WATERS EMANATING FROM CERTAIN LANDS WITHIN THEIR COMMON BOUNDARIES**

WHEREAS, pursuant to the provisions of the Utah Interlocal Co-operation Act §11-13-1, *et seq.*, Utah Code Ann., 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act; and

WHEREAS, it is the opinion of the Board of Trustees (the "Board") of the Uintah Highlands Improvement District (the "District") that it is in the best interest of the District and to its mutual advantage to enter into a certain interlocal agreement (the "Agreement"), with South Ogden City (the "City), to which this Resolution is attached, whereby the City shall provide storm drainage services, including the ownership, management, operation, maintenance, repair and replacement of and responsibility and liability for facilities for the collection and disposition of storm drainage waters running onto, or collected within and/or emanating from certain developed and undeveloped property within the common boundaries of the District and the City, said property being generally described as follows:

That certain property located within the boundaries of both the District and the City situated west of Wasatch Drive, together with the property located solely within the District east of Wasatch Drive situated within Willow Wood Subdivision and Highland Springs Subdivision.

NOW, THEREFORE, be it hereby resolved by the Board of Trustees of the District that the Chairman of the Board is hereby empowered to execute the Agreement on behalf of the District, and that the District shall be bound thereby according to its terms.

EXHIBIT "C"

RESOLUTION NO. 99-12

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY  
AND UTAH HIGHLANDS IMPROVEMENT DISTRICT GOVERNING  
THE COLLECTION AND DISPOSITION OF STORM DRAINAGE  
WATERS EMANATING FROM CERTAIN LANDS WITHIN THEIR  
COMMON BOUNDARIES**

**SECTION 1. RECITALS**

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

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

WHEREAS, pursuant to the provisions of the Utah Interlocal Co-operation Act UCA §11-13-1, et seq., Utah Code Ann., 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act; and,

WHEREAS, It is the opinion of the City Council of South Ogden City (the "City") that it is in the best interest of the City and to its advantage to enter into a certain amended interlocal agreement (the "Agreement"), with Uintah Highlands Improvement District (the "District"), to which this Resolution is attached, whereby the City shall provide storm drainage access, including the ownership, management, operation, maintenance, repair and replacement of and responsibility and liability for facilities for the collection and disposition of storm drainage waters running onto, or collected within and/or emanating from certain developed and undeveloped property within the common boundaries of the City and the District, said property being generally described as follows:

That certain property located within the boundaries of both the District and the City situated west of Wasatch Drive, together with the property located solely within the District east of Wasatch Drive situated within Willow Wood Subdivision and Highland Springs Subdivision.


WHEREAS, the City Council finds that entering into and supporting the Agreement is in the best interest of the citizens of South Ogden City; and,

**SECTION 5. DATE OF EFFECT**


This Resolution shall be effective on the 4<sup>th</sup> day of May, 1999, 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 4<sup>th</sup> day of May, 1999.

SOUTH OGDEN CITY

  
George Goodell  
Mayor


ATTEST:

  
Dana Pollard  
City Recorder

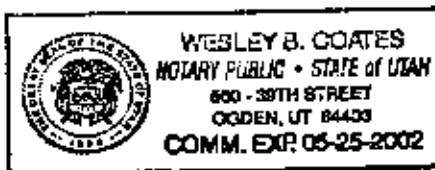
**CERTIFICATION**

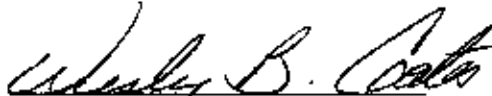
STATE OF UTAH                    )  
  ss        )  
COUNTY OF WEBER            )

I hereby certify that the foregoing is true and correct copy of said Resolution.

  
Dana Pollard  
City Recorder

Subscribed and sworn to before me this 4<sup>th</sup> day of May, 1999.



  
Notary Public

**INTERLOCAL COOPERATION AGREEMENT  
BY AND BETWEEN  
UINTAH HIGHLANDS IMPROVEMENT DISTRICT  
AND SOUTH OGDEN CITY**

**AN AGREEMENT GOVERNING THE COLLECTION AND DISPOSITION  
OF STORM DRAINAGE WATERS ON CERTAIN LANDS WITHIN  
THEIR COMMON BOUNDARIES, AND RELATED MATTERS**

**THIS INTERLOCAL COOPERATION AGREEMENT** (hereinafter the "Agreement") is made and entered into as of this 21<sup>st</sup> day of May, 1999, pursuant to authority of the Interlocal Cooperation Act, §11-13-1 *et seq.*, Utah Code Ann., 1953, as amended (the "Act"), by and between Uintah Highland Improvement District, a special district organized and existing pursuant to the provisions of §17A-2-301 *et seq.*, Utah Code Ann., 1953, as amended (hereinafter the "District"), and SOUTH OGDEN CITY, a Utah municipal corporation (hereinafter the "City"). (The District and the City are sometimes hereinafter referred to singularly as a "Party" or together as the "Parties.")

**RECITALS**

**WHEREAS**, pursuant to the provisions of the Act, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act; and

**WHEREAS**, both the District and the City are authorized by law to provide storm drainage services within their respective boundaries; and

**WHEREAS**, the District and the City are desirous of entering into an agreement governing storm drainage services, including the ownership, management, operation, maintenance, repair and replacement of and responsibility and liability for facilities for the collection and disposition of storm drainage waters running onto, collected within and/or emanating from the developed and undeveloped property which currently is or may in the future be situated within their common boundaries

(hereinafter the "Common Property," including: (i) such property which, as of the date hereof, is situated within the boundaries of both the City and the District, as depicted on EXHIBIT "A" hereto, and (ii) such property, which, as of the date hereof, is situated solely within the boundaries of the District but which is hereafter annexed into the boundaries of the City); and

**WHEREAS**, the City is capable and willing to provide and be responsible for, and the District is willing to allow the City to provide and be responsible for storm drainage services within the Common Property, subject to and in conformance with the terms and provisions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1**

### **STORM DRAINAGE FACILITIES AND SERVICE**

#### **1.1 With respect to the Common Property:**

(a) The City shall be solely and separately responsible, at its sole cost and expense, for the safe and appropriate collection, detention, retention, management, control and disposition of all storm and other drainage water which currently runs onto, or is collected within and/or emanates from the Common Property irrespective of its source.

(b) The City shall have the sole and separate responsibility, at its sole cost and expense, and without any expense or obligation of any kind with respect thereto on the part of the District, to construct and install, or cause to be constructed and installed according to City specifications, regulations and standards, and to inspect and approve, any and all equipment, facilities and systems necessary for the collection, detention, retention, management control and disposition of storm drainage waters running onto, collected within and/or emanating from the Common Property (the "Storm Drain System").

(c) The Storm Drain System shall be owned, managed, operated, maintained, repaired and replaced by the City, at its sole cost and expense, and without any expense or obligation of any kind with respect thereto on the part of the District.



(d) The District has never had and in the future will not have equipment, facilities, systems or means within the Common Property with which to manage, control or dispose of said water; and as such, the District shall have no responsibility, liability, expense or obligation, in any way whatsoever, for the collection, detention, retention, management, control or disposition of any storm or other drainage water which runs onto, is collected within and/or emanates from the Common Property.

1.2 With respect to the developed and undeveloped land within the District which is not included within the Common Property as defined herein (hereinafter the "District Property"):

(a) The City acknowledges that: (i) the District does not now provide and has historically never provided storm drainage service within the District Property; (ii) to the extent storm drainage facilities exist within the District Property, said facilities are owned, operated, maintained, repaired and replaced by Weber County; (iii) the District has no equipment, facilities or means with which to collect, detain, retain, manage, control or dispose of flows of storm drainage water emanating from within the District Property; and (iv) storm drainage water emanating from that portion of the District Property generally situated west of 2125 East, has historically run off said property and onto certain portions of the Common Property.

(b) With respect to the storm drainage water emanating from that portion of the District Property generally situated west of 2125 East Street, the parties agree as follows:

(1) The City, at its sole cost and expense, shall continue to collect, detain, retain, manage, control and/or dispose of such water in the same manner as heretofore, and/or make other arrangements with Weber County for the appropriate collection, detention, retention, management, control and disposition of such water.

(2) The City agrees that as between the Parties the District shall have no responsibility, liability, expense or obligation, whatsoever, with respect to the collection, detention, retention, management, control or disposition of such water.

(3) The City shall have no obligation to enlarge the Storm Drain System to receive flows of storm drainage water from the District Property in quantities greater than those flows which the Storm Drain System, as of the date hereof, is designed to accommodate from the District

Property; and neither shall the District have any obligation or liability to the City with respect to the same.

## **ARTICLE 2**

### **PAYMENT OF IMPACT FEES AND SERVICE FEES AND CHARGES**

2.1 The owners of undeveloped land situated within the Common Property shall be subject to the imposition of impact fees by the City, in conformance with applicable City ordinance, rules and regulations, in connection with the development of said land.

2.2 The owners of lands situated within the Common Property which are connected to the Storm Drain System, or which otherwise benefit from storm drain services provided the City, shall be obligated to pay storm drain service fees and charges imposed by the City for storm drainage service in conformance with applicable City ordinances, rules and regulations. The City agrees that it will not discriminate in the imposition of storm drain service fees and charges on the grounds that said property is also situated within the boundaries of the District, and further agrees that such fees and charges will be imposed on the same basis as all other areas receiving storm drain services within the City.

2.3 It is acknowledged and agreed that notwithstanding the fact that some storm drainage water emanating from certain portions of the District Property has, historically, run off said property and onto certain portions of the Common Property as referenced in Paragraph 1.2 above, the development of land within the District Property shall not be subject to the imposition of impact fees by the City and the owners of property within the District Property shall have no obligation to pay storm drain service fees and charges to the City.

## **ARTICLE 3**

### **INDEMNIFICATION**

The City shall indemnify, defend and hold the District and its respective officers, officials, employees, consultants, agents and representatives harmless from and against any and all claims, demands, suits, actions, losses, costs, damages, expenses and liabilities, of whatsoever nature or kind (including but not limited to reasonable attorneys fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments), howsoever caused, directly or indirectly resulting from, arising out of or otherwise related, in any way, to the Storm Drain System, including,

without limitation, the construction, installation, inspection and/or approval of the Storm Drain System; the ownership, management, operation, maintenance, repair, and/or replacement of the Storm Drain System; and/or the collection, detention, retention, management, control and disposition of any storm and other drainage water within the Common Property, irrespective of its source, including, without limitation, that storm drainage water which emanates from the District Property and runs on to the Common Property as referenced in Paragraph 1.2 herein.

#### **ARTICLE 4**

##### **NON-THIRD PARTY BENEFICIARY CONTRACT**

This Agreement is not intended to be a third party beneficiary contract for the benefit of any other third party, and no third party shall have any cause of action against the District for any failure by the City to provide storm drain services or for any breach or default by the City or the District hereunder. In addition, no third party shall have any rights hereunder which could in any way restrict the Parties' right to modify or terminate this Agreement at any time or in any manner. The City agrees to indemnify, defend and hold the District harmless from and against the claim of any third party arising hereunder.

#### **ARTICLE 5**

##### **TERM**

Subject to the provisions of Articles 9 and 10 below, this Agreement shall be for a term of fifty (50) years. Prior to the expiration of the foregoing contract term, the Parties shall in good faith negotiate a new agreement for the continuation of the provisions of services described herein.

#### **ARTICLE 6**

##### **BINDING EFFECT**

This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns.

#### **ARTICLE 7**

##### **INTEGRATION**

This Agreement constitutes the entire understanding and agreement by and between the Parties hereto, and supersedes all prior agreement, representations or understandings by and between them, whether written or oral, pertaining to the subject matter hereof.

**ARTICLE 8  
AMENDMENTS**

This Agreement may only be changed, modified or amended in writing upon mutual agreement of the Parties.

**ARTICLE 9  
EFFECTIVE DATE OF AGREEMENT/PASSAGE OF RESOLUTION**

This Agreement shall become effective as of the date set forth on Page 1 hereof, subject to:  
(i) a written resolution of the Board of Trustees of the District approving this Agreement and authorizing the execution hereof on behalf of the District, a copy of which resolution is attached as EXHIBIT "B" hereto, and (ii) a written resolution of the City Council of the City approving this Agreement and authorizing the execution hereof on behalf of the City, a copy of which resolution is attached as EXHIBIT "C" hereto.

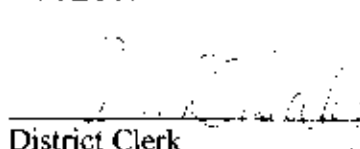
**ARTICLE 10  
ATTORNEY APPROVAL**

In conformance with the provisions of §11-13-9, Utah Code Ann. 1953, as amended, as a condition precedent to its entry into force, this Agreement shall be submitted to an attorney authorized by each Party who shall approve the Agreement as to its proper form and compatibility with State law.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

UINTAH HIGHLANDS IMPROVEMENT DISTRICT

  
\_\_\_\_\_  
District Clerk

By: 

\_\_\_\_\_  
Chairman, Board of Trustees

APPROVED BY:

\_\_\_\_\_  
Attorney for Uintah Highlands  
Improvement District

ATTEST:

SOUTH OGDEN CITY

Dana B. Pallask  
City Recorder

By [Signature]  
Mayor

APPROVED BY:

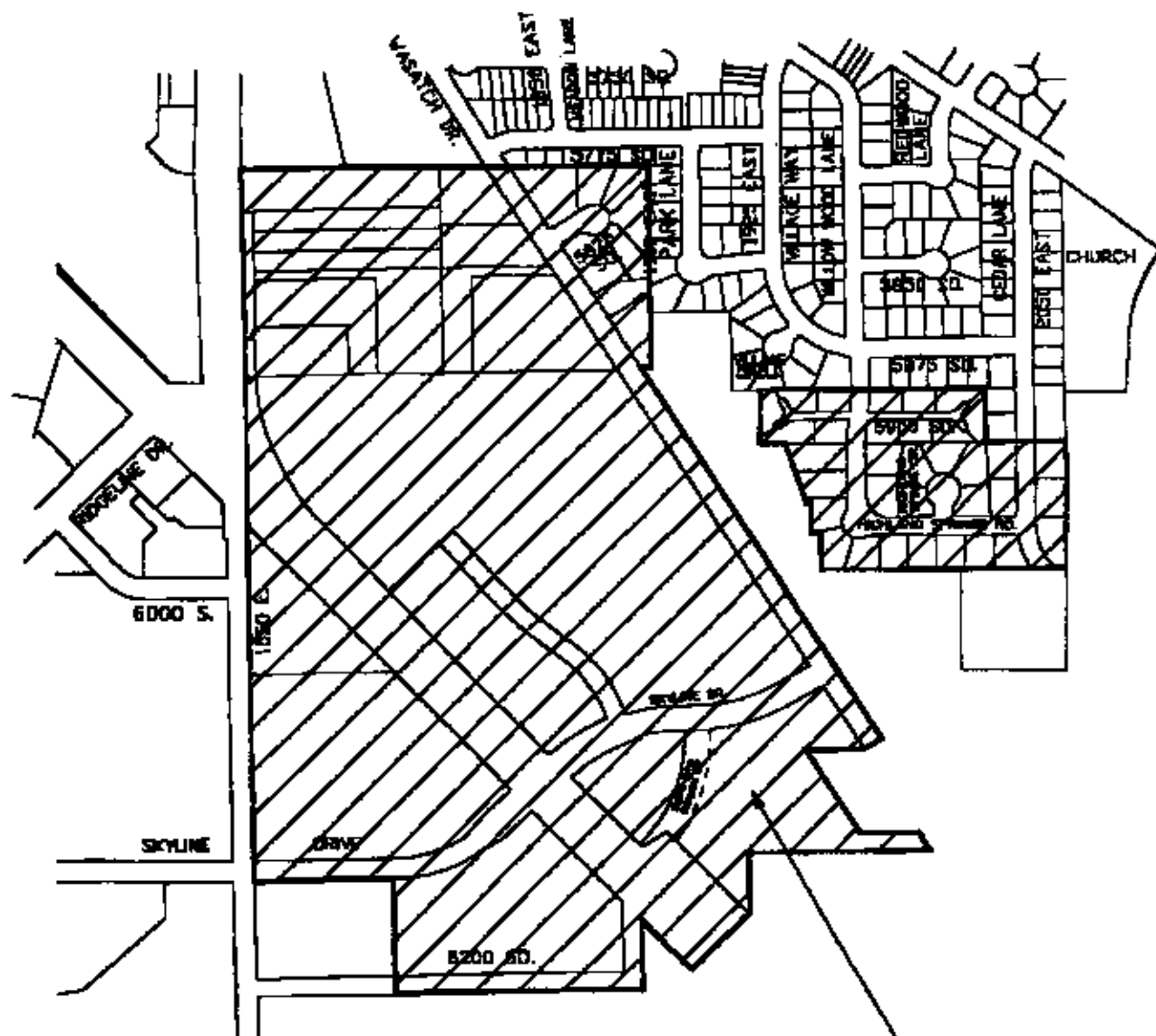
[Signature]  
South Ogden City Attorney

**EXHIBIT "A"**

**MAP**

# EXHIBIT "A"

Interlocal Agreement  
South Ogden City -  
Uintah Highlands Water & Sewer District  
March 1999



The Cross - Hatched Area Is the property  
included in the Interlocal Agreement.

## **EXHIBIT "B"**

### **RESOLUTION NO. 418-0000000**

#### **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE DISTRICT AND SOUTH OGDEN CITY GOVERNING THE COLLECTION AND DISPOSITION OF STORM DRAINAGE WATERS EMANATING FROM CERTAIN LANDS WITHIN THEIR COMMON BOUNDARIES**

WHEREAS, pursuant to the provisions of the Utah Interlocal Co-operation Act §11-13-1, *et seq.*, Utah Code Ann., 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act; and

WHEREAS, it is the opinion of the Board of Trustees (the "Board") of the Uintah Highlands Improvement District (the "District") that it is in the best interest of the District and to its mutual advantage to enter into a certain interlocal agreement (the "Agreement"), with South Ogden City (the "City"), to which this Resolution is attached, whereby the City shall provide storm drainage services, including the ownership, management, operation, maintenance, repair and replacement of and responsibility and liability for facilities for the collection and disposition of storm drainage waters running onto, or collected within and/or emanating from certain developed and undeveloped property within the common boundaries of the District and the City, said property being generally described as follows:

That certain property located within the boundaries of both the District and the City situated west of Wasatch Drive, together with the property located solely within the District east of Wasatch Drive situated within Willow Wood Subdivision and Highland Springs Subdivision.

NOW, THEREFORE, be it hereby resolved by the Board of Trustees of the District that the Chairman of the Board is hereby empowered to execute the Agreement on behalf of the District, and that the District shall be bound thereby according to its terms.



PASSED BY MAJORITY VOTE at meeting of the Board of Trustees duly called and held  
on the 13<sup>th</sup> day of April, 1999.

UINTAH HIGHLANDS IMPROVEMENT DISTRICT

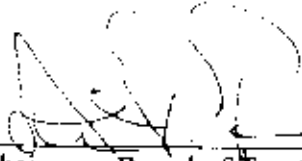
By:   
Chairman, Board of Trustees

EXHIBIT "C"

RESOLUTION NO. 99-12

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY  
AND UTAH HIGHLANDS IMPROVEMENT DISTRICT GOVERNING  
THE COLLECTION AND DISPOSITION OF STORM DRAINAGE  
WATERS EMANATING FROM CERTAIN LANDS WITHIN THEIR  
COMMON BOUNDARIES**

**SECTION 1. RECITALS**

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

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

EXHIBIT "C"

RESOLUTION NO. 99-12

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY  
AND UINTAH HIGHLANDS IMPROVEMENT DISTRICT GOVERNING  
THE COLLECTION AND DISPOSITION OF STORM DRAINAGE  
WATERS EMANATING FROM CERTAIN LANDS WITHIN THEIR  
COMMON BOUNDARIES**

**SECTION 1. RECITALS**

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

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

WHEREAS, pursuant to the provisions of the Utah Interlocal Co-operation Act UCA

[REDACTED]

EXHIBIT "C"

RESOLUTION NO. 99-12

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY  
AND UINTAH HIGHLANDS IMPROVEMENT DISTRICT GOVERNING  
THE COLLECTION AND DISPOSITION OF STORM DRAINAGE  
WATERS EMANATING FROM CERTAIN LANDS WITHIN THEIR  
COMMON BOUNDARIES**

**SECTION 1. RECITALS**

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

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

WHEREAS, pursuant to the provisions of the Utah Interlocal Co-operation Act UCA §11-13-1, et seq., Utah Code Ann., 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act; and,

WHEREAS, It is the opinion of the City Council of South Ogden City (the "City") that it is in the best interest of the City and to its advantage to enter into a certain amended interlocal agreement (the "Agreement"), with Uintah Highlands Improvement District (the "District"), to which this Resolution is attached, whereby the City shall provide storm drainage access, including the ownership, management, operation, maintenance, repair and replacement of and responsibility and liability for facilities for the collection and disposition of storm drainage waters running onto, or collected within and/or emanating from certain developed and undeveloped property within the common boundaries of the City and the District, said property being generally described as follows:

That certain property located within the boundaries of both the District and the City situated west of Wasatch Drive, together with the property located solely within the District east of Wasatch Drive situated within Willow Wood Subdivision and Highland Springs Subdivision.

WHEREAS, the City Council finds that entering into and supporting the Agreement is in the best interest of the citizens of South Ogden City; and,

WHEREAS, the City Council finds that it will be beneficial to the City to enter into a contractual relationship with the District for the provision of these mutually beneficial services; and,

WHEREAS, such agreements require the signature of an authorized official of the City; and,

WHEREAS, the Mayor of South Ogden is the chief executive officer and representative of the City;

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, hereby approves this Resolution and authorizes and empowers the Mayor of the City to execute the Agreement on behalf of the City, and resolves that the City shall be bound thereby according to its terms; and, authorizes the City Recorder to sign any documents as may be required attesting to the fact that the Mayor has been duly authorized to enter into such arrangements on behalf of the City.

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

## **SECTION 2. REPEALER OF CONFLICTING ENACTMENTS;**

All orders, ordinances 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 3 - PRIOR ORDINANCES AND RESOLUTIONS;**

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

## **SECTION 4 - 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 5. DATE OF EFFECT**


This Resolution shall be effective on the 4<sup>th</sup> day of May, 1999, 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 4<sup>th</sup> day of May, 1999.

SOUTH OGDEN CITY

  
George Goodell  
Mayor


ATTEST:

  
Dana Pollard  
City Recorder

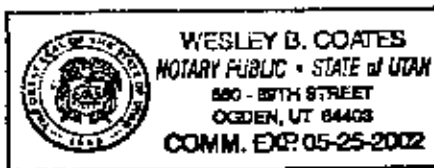
**CERTIFICATION**

STATE OF UTAH                    )  
  ss        )  
COUNTY OF WEBER            )

I hereby certify that the foregoing is true and correct copy of said Resolution.

  
Dana Pollard  
City Recorder

Subscribed and sworn to before me this 4<sup>th</sup> day of May, 1999.



  
Notary Public

**AMENDMENT**  
**TO**  
**UINTAH HIGHLANDS SEWAGE WHEELING AGREEMENT**  
**AND**  
**SEWER LINE PARTICIPATION AGREEMENT**

**THIS AMENDMENT** is made and entered into as of this 13 day of October, 1999, by and between the UINTAH HIGHLANDS WATER AND SEWER IMPROVEMENT DISTRICT, a special improvement district organized and existing under §17A-2-301 *et seq.*, Utah Code Ann., 1953, as amended (the "District") and SOUTH OGDEN CITY, a municipal corporation organized and existing under the laws of the State of Utah (the "City"). (The District and the City are hereinafter sometimes referred to individually as a "Party" or together as the "Parties.")

**RECITALS**

WHEREAS, pursuant to the terms and provisions of that certain interlocal agreement entitled Uintah Highlands Sewage Wheeling Agreement (the "Wheeling Agreement"), dated November 4, 1986, by and between the City and the District, the City has agreed to transport, or wheel, District sewage at a maximum flow not to exceed 1.5 cubic feet per second through the sanitary sewer system of the City into the Central Weber Sewer Improvement District main outfall line located in Riverdale, Utah; and

WHEREAS, to facilitate the intent of the Parties under the Wheeling Agreement, the sanitary sewer system of the District (the "District System") is connected to the sanitary sewer system of the City (the "City System") at a point of connection near Harrison Boulevard (the "First Connection Point"); and

WHEREAS, pursuant to the terms and provisions of that certain Sewer Line Participation Agreement (the "Participation Agreement"), dated February 7, 1997, by and between the City, the District, and a real estate developer, Crossroads 8/9 L.L.C. ("Crossroads"), the City and the District agreed to participate with Crossroads in the construction of a second sanitary sewer main line in order to facilitate sewer service to areas of lower elevation within the District, by gravity flow; and

WHEREAS, to facilitate the intent of the Parties under the Participation Agreement, the District System has been connected to the City System at a second connection point near 1550 East Street (the "Second Connection Point"), wherein District sewage is wheeled through the City System into the Central Weber Sewer Improvement District main outfall line located in South Weber, Utah; and

WHEREAS, Paragraph 4(a) of the Participation Agreement provides that the District shall

install, at its sole expense, an open channel measuring device at the Second Connection Point, similar to the open channel measuring device that exists at the First Connection Point; and

WHEREAS, in lieu of installing an open channel measuring device at the Second Connection Point as contemplated in the Participation Agreement, an alternative means of computing the sewer flow emanating from the District System at the Second Connection Point has been proposed and the City is willing to accept the proposal as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Wheeling Agreement, to the extent the same contemplates the installation and reading of measuring devices as the means of computing the extent of the sewer flows emanating from the District System, and Paragraph 4 of the Participation Agreement, in its entirety, are hereby amended to provide that:

(a) The sewer flows emanating from the District System shall be determined based upon the cumulative total of the flows from three connection points, according to the following formula:

(1) First Connection Point (Harrison Blvd.) - the flow as measured through the open channel measuring device; plus

(2) Second Connection Point (1550 East) - the flow calculated at the rate of ninety percent (90%) of the metered water usage for each sewer service connection contributing to the flow at the Second Connection Point, averaged during the months of December, January and February; plus

(3) Third Connection Point (5875 South Willow Wood Lane) - the flow at an agreed upon rate of 0.015 c.f.s.

(b) The open channel measuring device installed at the First Connection Point shall be removed and be replaced by the measuring device that was acquired by the District for installation at the Second Connection Point. Said measuring device shall be the sole property of the District, and shall be operated and maintained by it, at its sole expense.

(c) A written report setting forth: (i) the flow at each of the three connection points as determined according to the above formula, and (ii) a cumulative total flow from all three connection points, shall be submitted by the District to the City on a bi-annual basis.

2. Except as modified by this Amendment, the Wheeling Agreement and the Participation Agreement shall be and remain in full force and effect according to the respective



terms thereof.

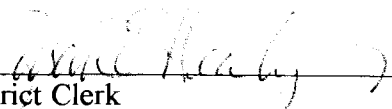
3. The officials executing this Amendment on behalf of each of the Parties hereby warrant that they have the requisite authority to execute this Amendment on behalf of their entities pursuant to a resolution duly adopted by the governing board of each entity, and that this Amendment is in full force and effect pursuant to the authority of each said resolution.

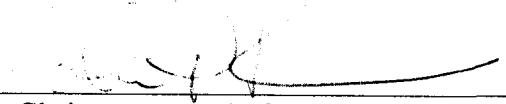
4. Executed copies of this Amendment shall be filed with the keeper of records of each of the Parties during the term hereof.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first above written.

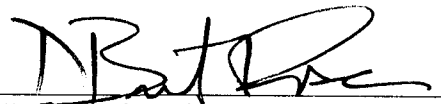
ATTEST:

UINTAH HIGHLANDS WATER AND SEWER  
IMPROVEMENT DISTRICT

  
District Clerk

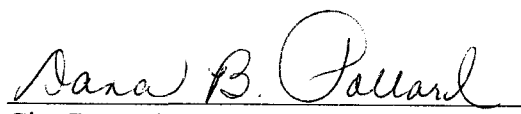
By:   
Chairman, Board of Trustees

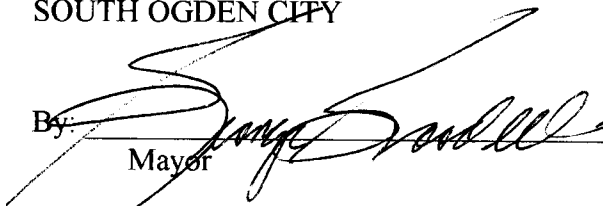
APPROVED BY:

  
Attorney for Uintah Highlands Water  
and Sewer Improvement District

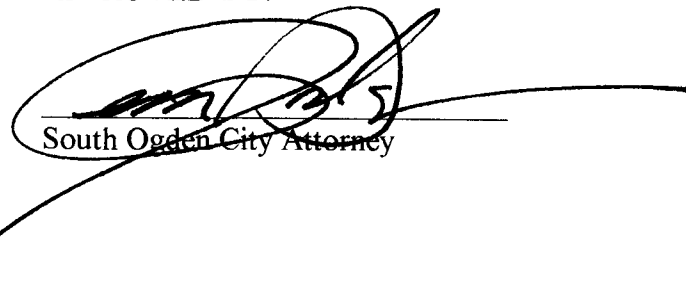
ATTEST:

SOUTH OGDEN CITY

  
City Recorder

By:   
Mayor

APPROVED BY:

  
South Ogden City Attorney

## **WASHINGTON TERRACE CITY INTERLOCAL AGREEMENTS**



12/2/2004  
12/2/2004

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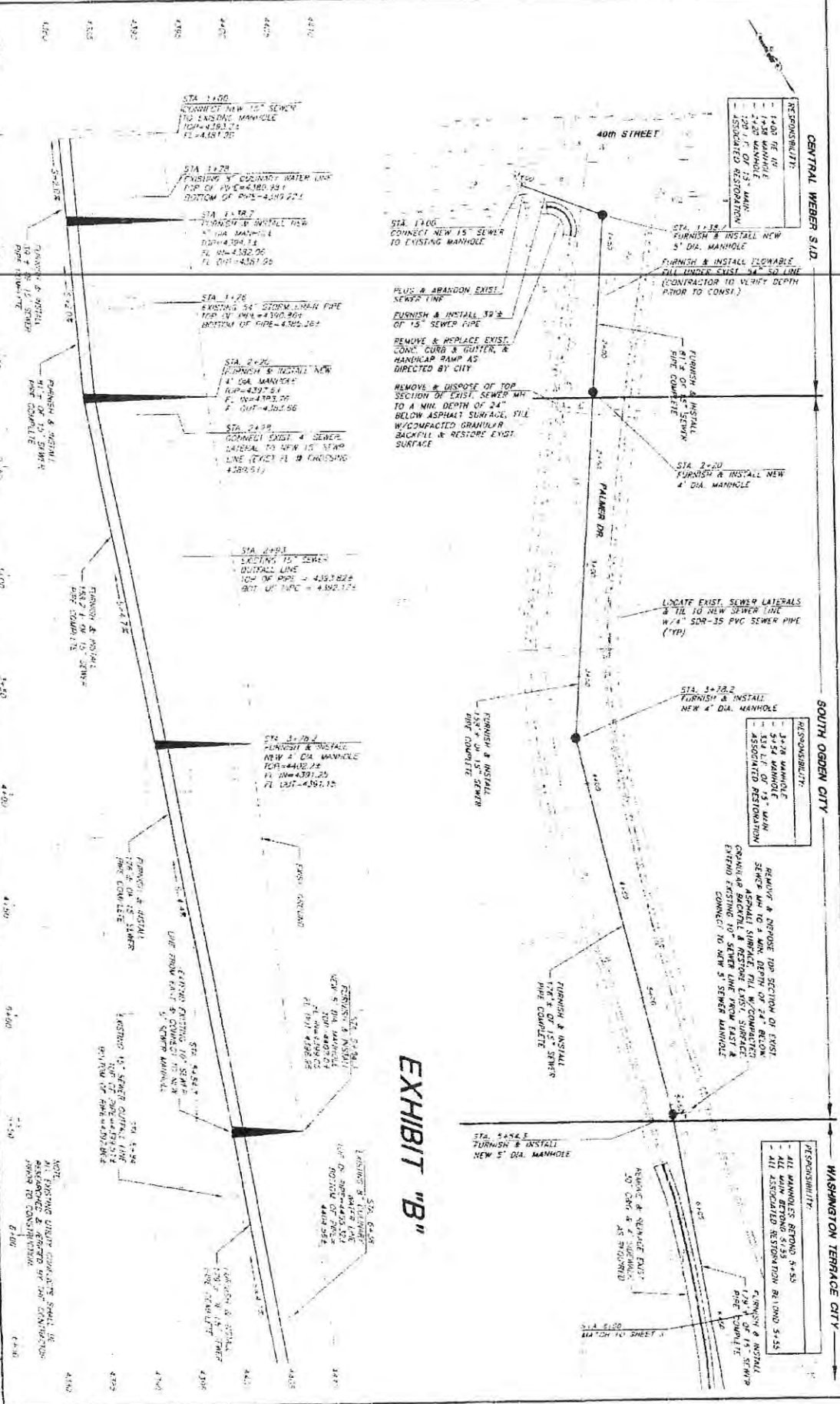


EXHIBIT "B"

WASHINGTON TERRACE CITY CORPORATION  
300 WEST SEWER OUTFALL REPLACEMENT PROJECT  
PLAN & PROFILE STA. 1+00 - STA. 6+50

006-16

RESOLUTION NO. 06-16

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND  
WASHINGTON TERRACE CITY GOVERNING THE IMPLEMENTATION  
AND MANAGEMENT OF THE JOINT PUBLIC WORKS PROJECT  
COMMONLY KNOWN AS PALMER DRIVE IMPROVEMENTS PROJECT  
AND SUPPORT PROGRAM; AUTHORIZING THE MAYOR TO SIGN, AND  
THE CITY RECORDER TO ATTEST, ALL NECESSARY CONTRACTS,  
AGREEMENTS AND DOCUMENTS RELATED THERETO; AND,  
PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION 1. RECITALS**

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

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

WHEREAS, pursuant to the provisions of the Utah Interlocal Co-operation Act UCA §11-13-1, et seq., Utah Code Ann., 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act; and,

WHEREAS, the City Council of South Ogden City (the "City") finds that it is in the best interest of the City and to its advantage to enter into an interlocal agreement (the "Agreement"), with Washington Terrace City ("WTC"), to which this Resolution is attached, providing for the provision of certain Management and operational protocols related to the Palmer Drive Improvement project and support programs and activities within the political boundaries of the City; providing a method for determining which party shall bear the costs for the program; and obtaining acknowledgement and agreement from each party as to who shall pay for the ongoing operations expenses and maintenance of these activities.

WHEREAS, the City Council finds that entering into and supporting the Agreement is in the best interest of the citizens of South Ogden City; and,

WHEREAS, the City Council finds that it will be beneficial to the City to enter into a contractual relationship with WTC for the provision of these mutually beneficial services; and,

WHEREAS, such agreements require the signature of an authorized official of the City; and,

WHEREAS, the Mayor of South Ogden City is the chief executive officer and representative of the City;

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

The City Council of South Ogden City, State of Utah, hereby approves this Resolution and authorizes and empowers the Mayor of the City to execute the Agreement contemplated herein, which Agreement is attached hereto as **Attachment "A"** and incorporated herein by this reference, on behalf of the City, and resolves that the City shall be bound thereby according to its terms; and, authorizes the City Recorder to sign any documents as may be required attesting to the fact that the Mayor has been duly authorized to enter into such arrangements on behalf of the City.

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

**SECTION 2. 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 3 - PRIOR 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 4 - SAVINGS CLAUSE:**

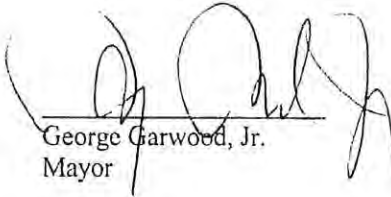
If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this 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 5. DATE OF EFFECT:**

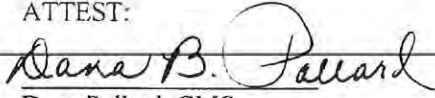
This Resolution shall be effective on the 19<sup>th</sup> day of June, 2006, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH, on this 19<sup>th</sup> day of June, 2006.

SOUTH OGDEN CITY

  
George Garwood, Jr.  
Mayor

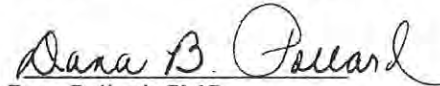
ATTEST:

  
Dana Pollard, CMC  
City Recorder

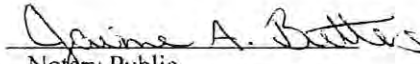
CERTIFICATION

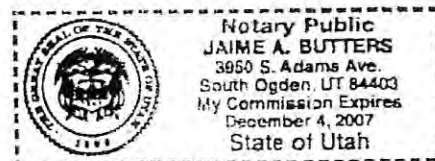
STATE OF UTAH                    )  
  ss       )  
COUNTY OF WEBER            )

I hereby certify that the foregoing is true and correct copy of said Resolution.

  
Dana Pollard, CMC  
City Recorder

Subscribed and sworn to before me this 19<sup>th</sup> day of June, 2006

  
Notary Public



**ATTACHMENT "A"**  
**Resolution 06-16**

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**INTERLOCAL AGREEMENT**

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This INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of June \_\_\_\_\_, 2006, by and between SOUTH OGDEN CITY ("South Ogden"), and WASHINGTON TERRACE CITY, a Utah Municipal Corporation ("WTC").

**RECITALS**

- A. WTC in the spring of 2005 improved and/or replaced a sewer line which services its residents.
- B. While most of the subject sewer line is owned by WTC, portions of the line are owned by the Central Weber Sewer Improvement District ("CWSID") and used by South Ogden.
- C. Consequently, WTC, CWSID, and South Ogden jointly participated in a capital project during 2005 to relocate, replace and/or reinstall the sewer line.
- D. WTC, CWSID, and South Ogden all participated in funding the improvements made in 2005.
- E. WTC desires to grant to South Ogden, and South Ogden agrees to accept the following section of sewer line as described in Exhibit A and Exhibit B as agreed upon in 2005.
- F. WTC has entered into an interlocal agreement with CWSID respecting the installation, ownership and maintenance of the replaced sewer line.
- G. WTC and South Ogden desire to enter into an interlocal Agreement respecting the ownership and maintenance of the replaced sewer line in South Ogden that will be maintained and owned by South Ogden.
- H. Each party has submitted this Agreement to an attorney for review as to proper form and compliance with applicable law as required by Utah Code Ann. §11-13-202.5(3).

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom, WTC and South Ogden agree as follows:

**TERMS**

- I. The above Recitals are incorporated herein by this reference, subject to the terms and conditions of this Agreement.



**ATTACHMENT "A"**  
**Resolution 06-16**

2. CONSTRUCTION AND INSTALLATION OF UTILITIES: WTC, CWSID, and South Ogden jointly participated in the financing and replacement/and or instillation of the sewer line in accordance with the requirements of this Agreement during the spring of 2005. The new sewer alignment is reflected in the Plan View Alignment which is attached to this Agreement as Exhibit 'A' and incorporated herein by this reference. The Hydraulics of the new line are designed to meet or exceed those of the old line.

The following describes the scope and terms of the work performed during the spring of 2005.

Relocation of Utilities

Asphalt areas were restored with ½" Hot Mix Asphalt. If Hot Mix is not available or practical, cold mix will be installed and later replaced with hot mix when available.

Grass throughout any grass portion of the project was restored by WTC following construction.

Fences, curbs, walks, utilities and all other existing improvements were restored by Grantee following construction.

The compaction in all grass areas was within tolerable deviations from 90% of Standard Proctor.

Compaction in roadway was at tolerable deviations from 95% of Standard Proctor.

Test results from construction have been made available to South Ogden.

Following the abandonment of the old sewer main and manholes, the Contractor removed the top 2' of the old masonry manholes, filled the invert with concrete, filled the remainder of the manhole with gravel, and restored the surface to that of the surroundings.

Existing fence alignment changes used for access to manholes was removed and realigned after abandonment of the old sewer main.

Efforts were made to avoid damage to the root systems of trees.

During Construction South Ogden made staging areas available to the Contractor.

South Ogden also provided access to all rights of way, easements and park properties as necessary for the construction of the project.

3. MAINTENANCE: Both South Ogden and WTC shall maintain their respective portions of the sewer main on a periodic and reasonable basis. In the event either WTC or South Ogden requires access through a manhole belonging to the other party for routine maintenance of its portion of the sewer line, the other party agrees to allow reasonable access to the line for such maintenance. If agreed upon in writing, either party may contract with the other for coordinating common maintenance of both parties' lines. By way of illustration, but not limitation, when WTC cleans its sewer line, it may be cost effective and desirable to clean South Ogden's portion of the line at the same time. WTC agrees to notify South Ogden, and vice-versa, whenever it intends to clean its sewer line, and if South Ogden so requests, to also clean South Ogden's sewer line section and bill South Ogden a proportionate share of the cost, or an amount agreed upon in advance for doing so. Proportionate costs, based on sewer line length, shall be assessed to each party and paid within 30 days following invoicing. The parties' respective liabilities shall be assessed in each separate maintenance agreement.



**ATTACHMENT "A"**  
**Resolution 06-16**

4. **OWNERSHIP OF UTILITIES:** The attached Exhibit 'B', which is incorporated herein by this reference, reflects the location of manholes and stations involved in the sewer line relocation project. WTC shall retain ownership of the sewer pipe from WTC's city limits to a manhole (excluding the manhole) which location is approximately 454 feet from the Central Weber main on 40th Street (Sta 5+54), said manhole receives a significant flow from Country Club Drive in South Ogden.

South Ogden shall have ownership of approximately 334 feet of the new alignment of sewer pipe from the above mentioned manhole (including the manhole at Sta 5+54) to a point south of Burch Creek at sta 2+20 in line with the old manhole approximately 100 feet from the Central Weber main on 40th Street (Sta 2+25). The South Ogden responsibility would therefore include: the manhole at sta 5+54, a new manhole at sta 3+78 and the pipe from sta 5+54 to sta 2+25 2+20, including any changes made within this area.

Central Weber (CWSID) shall maintain ownership of the sewer line from the manhole approximately 100 feet from 40th Street at sta 2+20 (including the manhole) and continuing downstream. The CWSID responsibility would therefore include: the pipe from sta 1+00 to sta 2+20, the connection to the manhole at sta 1+00, the manhole at sta 1+38 and the manhole at sta 2+20.

Ownership includes the responsibility to pay for construction, maintenance and liability of any fault of said sewer pipe or manholes provided, however, that any warranties respecting South Ogden's sewer line section shall be passed on to and be enforceable by and for the benefit of South Ogden. Notwithstanding the foregoing, or anything to the contrary stated in this Agreement, South Ogden has inspected and approves the sewer line section and manhole which are to be owned by South Ogden. By entering into this interlocal Agreement South Ogden is accepting the sewer line section and manholes identified above as belonging to South Ogden and shall be deemed to have been conveyed to South Ogden by WTC without any other legal formalities being required. WTC itself makes no warranties as to the quality, fitness or installation of the sewer line section which the subject of this Interlocal Agreement.

5. **REIMBURSEMENT:** South Ogden has already reimbursed Washington Terrace in full for this project and there are no future financial claims associated with the terms of this agreement.

6. **WTC INDEMNIFICATION:** South Ogden shall indemnify, defend and hold WTC harmless from and against any loss, claim, damage, injury, liability, or obligation arising from or associated with South Ogden's exercise or performance of any rights or obligations granted or required under this Agreement or any breach by South Ogden of any term or provision hereof, but only to the extent that any such loss, claim, damage, injury, liability or obligation is a direct and proximate result of South Ogden's action or inaction as may be required by this Agreement.

7. **SOUTH OGDEN INDEMNIFICATION:** WTC shall indemnify, defend and hold South Ogden harmless from and against any loss, claim, damage, injury, liability, or obligation arising from or associated with WTC's exercise or performance of any rights or obligations granted or required under this Agreement or any breach by WTC of any term or provision hereof, but only to the extent that any such loss, claim, damage, injury, liability or obligation is a direct and proximate result of WTC's action or inaction as may be required by this Agreement.

**ATTACHMENT "A"**  
**Resolution 06-16**

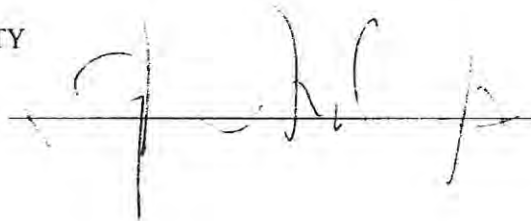
8. **RELATIONSHIP OF THE PARTIES:** The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

9. **JURISDICTION AND ASSIGNMENT:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement shall be recorded in the records of the County Recorder of Weber County, Utah. All of the provisions in this Agreement, including the benefits and burdens, shall run with the land and shall be and are binding upon and inure to the benefit of the successors, heirs, personal representatives and assigns of the parties hereto.

10. **INTERLOCAL COOPERATION ACT:** The parties intend that the duration of this Agreement be perpetual and that this Agreement remain in effect until terminated or modified by the parties hereto in writing. Consequently, if this Agreement need not be adopted under or pursuant to the Interlocal Cooperation Act, which is currently found in Title 11 Chapter 13 of the Utah Code (the "Act"), to be effective, and if this Agreement will have a perpetual term if it is not adopted under the Act, then this Agreement shall be effective for a perpetual term without resort to the Act. On the other hand, however, if it is necessary for this Agreement to be adopted and approved pursuant to the Act in order to be effective, or in order to be effective for a term of at least 50 years, then this Agreement shall be construed and interpreted as having been adopted under the Act with a 50 year term, commencing on the effective date of the Agreement, subject to future extensions of the term by the parties through amendments to this Agreement. This Agreement may be terminated at any time by the mutual written agreement of the parties provided, however, that such termination shall not affect the ownership of sewer line and related appurtenances owned, at the time of termination, by either party unless a written agreement of termination specifically provides otherwise. A copy of this Agreement shall be filed with the keeper of the records of each party. Financing for the activities which are the subject of this Agreement is not necessary. Each party to this Agreement shall be responsible for the costs as set forth and allocated herein. Each party is to maintain an appropriate budget in order to meet the obligations of this Agreement. This Agreement does not anticipate the need to acquire or dispose of real property. Each party shall own and be deemed as having acquired its respective sewer line section and appurtenances as identified in paragraph 4. The Mayor of WTC and the Mayor of South Ogden, as from time-to-time constituted, shall work together on behalf of their respective entities to administer their joint activities and carry out the obligations and intentions of this Agreement.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

SOUTH OGDEN CITY



# STAFF REPORT



**SUBJECT:** Ordinance 22-03 - Granting an Access Easement to  
The Depot Townhomes LLC  
**AUTHOR:** Leesa Kapetanov  
**DEPARTMENT:** Administration  
**DATE:** April 5, 2022

---

## RECOMMENDATION

Staff recommends approval of Ordinance 22-03.

## BACKGROUND

Staff has been conducting a site plan review for the development of the Burch Creek Townhomes located off of 40<sup>th</sup> Street and Hillcrest Circle. Most of the property had previously been vacant, so access to and maintenance of a city owned drainage inlet and storm drain line was not an issue; however, when the property was purchased for the purpose of development, it was necessary for the City to ensure it would continue to have access to these facilities. The developer has granted the City easements over the property to access and maintain the facilities. Likewise, the developer needed an easement over a corner of City property in order to create an access off of 40<sup>th</sup> Street for the development.

## ANALYSIS

The City's property is located off of Country Club Drive (see attached map). Locally it is known as Henry Miller's property. It is not known if the property was donated at the time the Country Club Subdivision was created or if the City purchased it, but it contains a continuation of the same storm drain line on the developer's property. The requested easement only covers a small portion of the upper right hand corner of the property.

## SIGNIFICANT IMPACTS

None

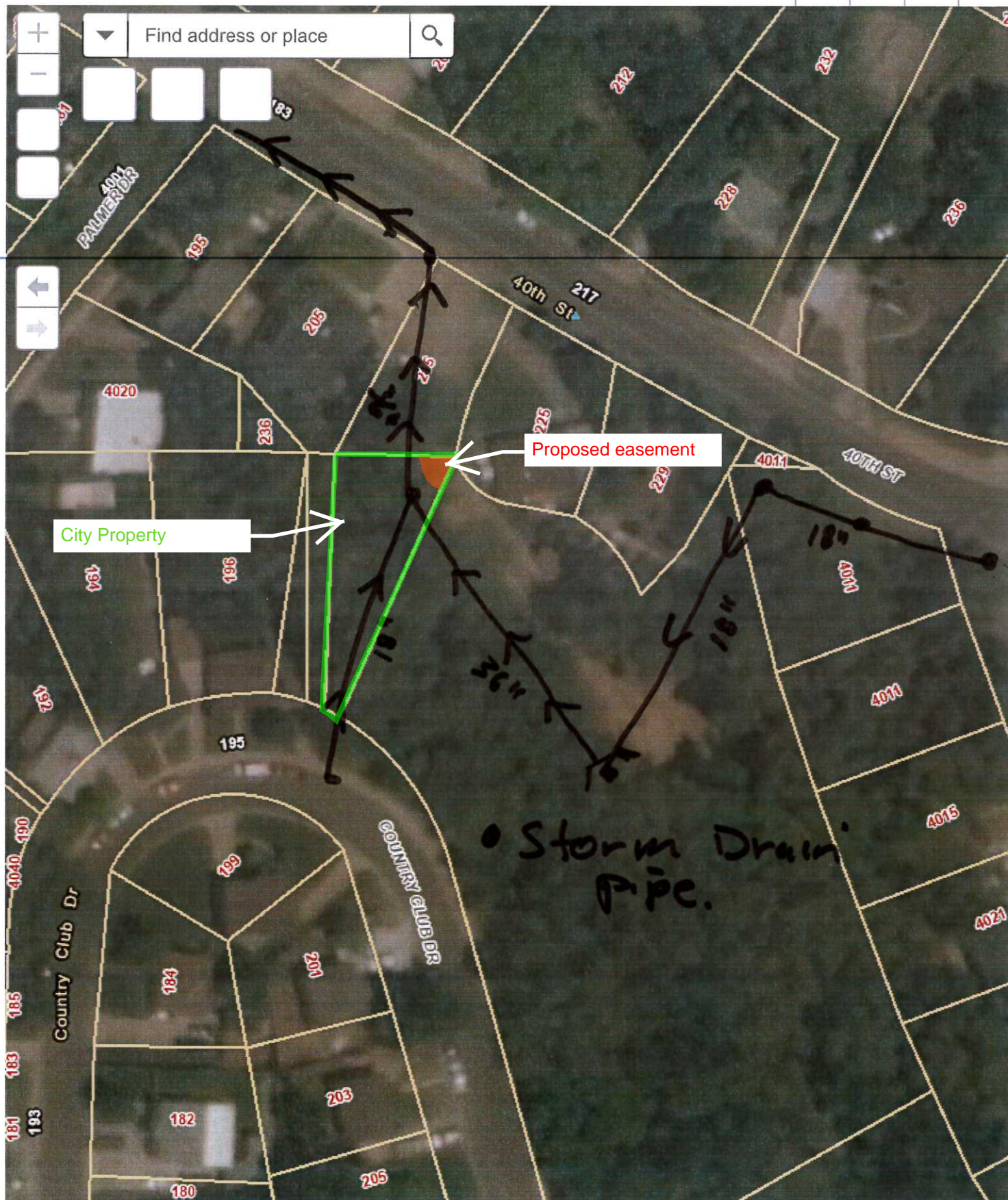
## ATTACHMENTS

Map



# Weber County Geo-Gizmo

Recorder Surveyor Elect



-111.976 41.191 Degrees

## **ORDINANCE NO. 22-03**

### **AN ORDINANCE OF THE CITY OF SOUTH OGDEN, UTAH GRANTING AN ACCESS EASEMENT TO THE DEPOT TOWNHOMES LLC ACROSS CITY PROPERTY IDENTIFIED AS A PORTION OF COUNTRY CLUB SUBDIVISION, LOT 58**

#### **SECTION I - RECITALS**

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

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

**WHEREAS**, The Depot Townhomes LLC has requested an access easement be established on a portion of City owned property located in the Country Club Subdivision, Lot 58, Parcel # 06-022-0034, and,

**WHEREAS**, The Depot Townhomes LLC has granted South Ogden City several easements across their property for access to and maintenance of a drainage inlet structure along the Burch Creek and also a storm drain line, and,

**WHEREAS**, the City hereby agrees that The Depot Townhomes LLC should have the right of access for all activities in connection with the purposes for which this easement will be granted, and,

**WHEREAS**, the City has power to grant access across its property and all rights in connection with this easement.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH** that the following be enacted by ordinance:

#### **SECTION II – GRANTING OF EASEMENT**

Based Upon The Review And Recommendation Of Responsible City Staff, And  
The City Manager, And The Findings Of The City Council, The Grant of Easement

Agreement Attached Hereto As **Attachment “A”**, And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted For The Provision Of Granting An Easement To The Depot Townhomes LLC.

### **SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

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

### **SECTION IV - REPEALER OF CONFLICTING ENACTMENTS**

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

### **SECTION V - SAVINGS CLAUSE**

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

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

This Ordinance will be effective on the 5th day of April, 2022, and after publication or posting as required by law.

DATED the 5<sup>th</sup> day of April, 2022.

**SOUTH OGDEN**, a municipal corporation

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

ATTESTED:

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

# **ATTACHMENT "A"**

## **ORDINANCE NO. 22-03**

An Ordinance Of The City Of South Ogden, Utah Granting An Access  
Easement To The Depot Townhomes LLC Across City Property  
Identified As A Portion Of Country Club Subdivision, Lot 58

05 Apr 22

When Recorded Mail To:  
Attn: GRANTEE  
927 South State Street  
Salt Lake City, UT 84111  
Tax Parcel 06-022-0034

## **GRANT OF EASEMENT**

WHEREAS, **South Ogden City Corporation**, hereinafter called the Grantor, owner and entitled to possession of real property situated in South Ogden, Weber County, Utah;

WHEREAS, **The Depot Townhomes, LLC, a Utah Limited Liability Company**, hereinafter called the Grantee, is desirous of obtaining an easement over and along a portion of said property, as more particularly hereinafter described; and

WHEREAS, the said Grantor is willing to grant and convey the same to the Grantee for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of \$ 40.00 to the Grantor paid by the Grantee, receipt of which is hereby acknowledged, said Grantor hereby conveys and grants to the Grantee, its successors, transfers and assigns an ingress egress easement and right of way hereinafter described in South Ogden, Weber County, Utah; in, over, upon, across and through those portions of Grantor's land as follows:

Part of the North Quarter of Section 8 Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey also being a part of Country club subdivision lot 58 being more particularly described as;

Beginning at the Northeast Corner of said lot 58, Said point being 339.16 feet South 89°45'50" East along the Section line from the North Quarter Corner of said Section 8 and running thence Southeasterly along an arc of a 50.00 foot radius curve to the left 0.91 feet (Central Angle equals 01°02'30" Long Chord bears South 31°59'15" East 0.91 feet); thence South 25°00'10" West 33.18 feet to a point on an arc; thence Northwesterly along the arc of a 80.06 foot radius curve to the right 36.92 feet (Central Angle equals 26°25'28" Long Chord bears North 32°09'45" West 36.60 feet) to the Section line; thence South 89°45'50" East 33.03 feet to the place of beginning.  
Contains 575 feet squared

Herein above referenced description as depicted on the attached **Exhibit**.

Grantor shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easement, but Grantor, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent buildings or structure upon the lands comprising the perpetual or permanent easement above described without Grantee's consent in writing first had and obtained.

Grantee by accepting this grant agrees to replace or repair, with materials of like kind and equal quality, any existing fences, ditches, pipelines, driveways, curbing, parking lot, landscaping or roadways, including the appurtenances thereto, damaged or destroyed in said construction, and will restore the surface as near as can be to its original condition within the easement area. Grantee, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent buildings or structures over and across said easement.



WITNESS THE HANDS of Grantor this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

SOUTH OGDEN CITY

\_\_\_\_\_  
By Russell L. Porter, Mayor

STATE OF UTAH       }  
                                  } s.s.  
COUNTY OF WEBER }

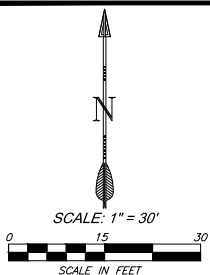
On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally  
appeared before me, \_\_\_\_\_, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the  
within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their  
signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_



## EXHIBIT A

BRENT MAISEY FAMILY TRUST  
05-138-0065  
ENTRY 2963459

WINFORD J. BARLOW, JR.  
05-138-0041  
ENTRY 2994546

DEPOT TOWNHOMES, LLC  
05-138-0050  
ENTRY 3074436

NORTH QUARTER CORNER,  
SECTION 8, TOWNSHIP 5 NORTH,  
RANGE 1 WEST, S.L.B.&M.  
(FOUND BRASS CAP MONUMENT)

AMBER WARDROP &  
HUSB ROBERT C  
05-138-0049  
ENTRY 3080802

SOUTH OGDEN CITY  
06-022-0034

$\Delta=26^{\circ}25'28''$   
 $R=80.06'$   
 $L=36.92'$   
 $N32^{\circ}09'45''W$   
 $LC=36.60'$

$\Delta=01^{\circ}02'30''$   
 $R=50.00'$   
 $L=0.91'$   
 $S31^{\circ}59'15''E$   
 $LC=0.91''$

33.03'  
 $S89^{\circ}45'50''E$   
339.16'  
 $S25^{\circ}00'10''W$   
33.18'

Part of the North Quarter of Section 8 Township 5 North,  
Range 1 West, Salt Lake Base and Meridian, U.S. Survey also  
being a part of Country club subdivision lot 58 being more  
particularly described as;

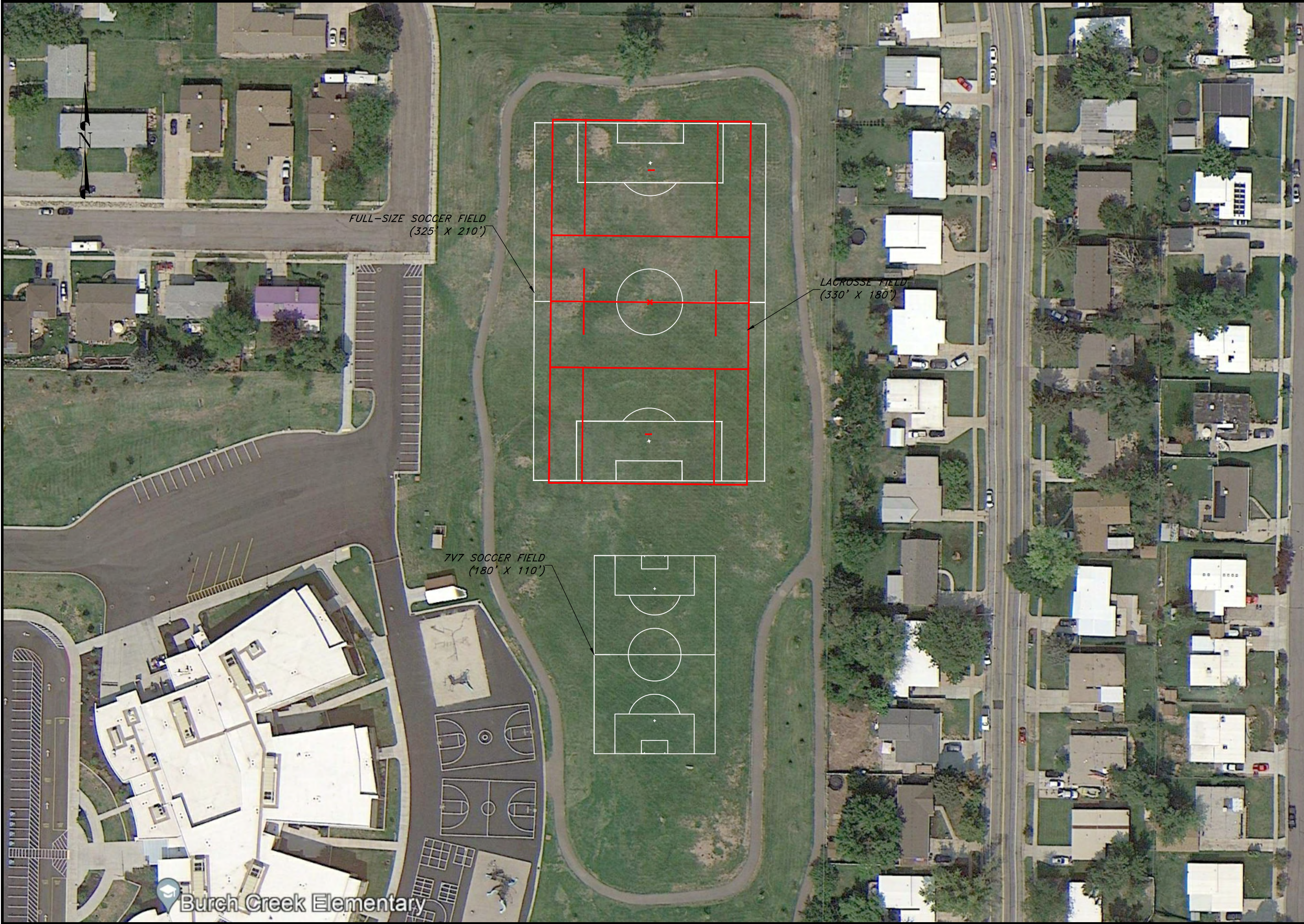
Beginning at the Northeast Corner of said lot 58, Said point  
being 339.16 feet South  $89^{\circ}45'50''$  East along the Section line  
from the North Quarter Corner of said Section 8 and running  
thence Southeasterly along an arc of a 50.00 foot radius curve to  
the left 0.91 feet (Central Angle equals  $01^{\circ}02'30''$  Long Chord  
bears South  $31^{\circ}59'15''$  East 0.91 feet); thence South  $25^{\circ}00'10''$   
West 33.18 feet to a point on an arc; thence Northwesterly along  
the arc of a 80.06 foot radius curve to the right 36.92 feet  
(Central Angle equals  $26^{\circ}25'28''$  Long Chord bears North  
 $32^{\circ}09'45''$  West 36.60 feet) to the Section line; thence South  
 $89^{\circ}45'50''$  East 33.03 feet to the place of beginning.  
Contains 575 feet squared

DEPOT TOWNHOMES, LLC  
06-021-0052  
ENTRY 3074436

### LEGEND

- EASEMENT BOUNDARY
- EXISTING PARCEL LINES
- CENTERLINE
- SECTION LINE
- FOUND SECTION CORNER





DATE	DESCRIPTION




# STAFF REPORT



**SUBJECT:** Employee Satisfaction Survey Results  
**AUTHOR:** Doug Gailey  
**DEPARTMENT:** Administration  
**DATE:** 04-05-2022

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## RECOMMENDATION

Discussion item only

## BACKGROUND

As a part of the strategic initiative to increase employee satisfaction, staff put together and sent out an employee satisfaction survey. The survey was sent to both full time and part time employees.

## ANALYSIS

South Ogden currently has 85 full time employees and 21 regularly scheduled part time employees, 79 full time employees and 11 part time employees completed the survey. After examining the results, staff was able to identify some areas of improvement in relation to leadership and workplace culture. Overall, employees feel valued and feel like they are making a difference. It is clear that the work that the council has done to increase wages and benefits has not gone unnoticed. Now that we have an established baseline, staff is working to increase employee satisfaction.

## SIGNIFICANT IMPACTS

None

## ATTACHMENTS

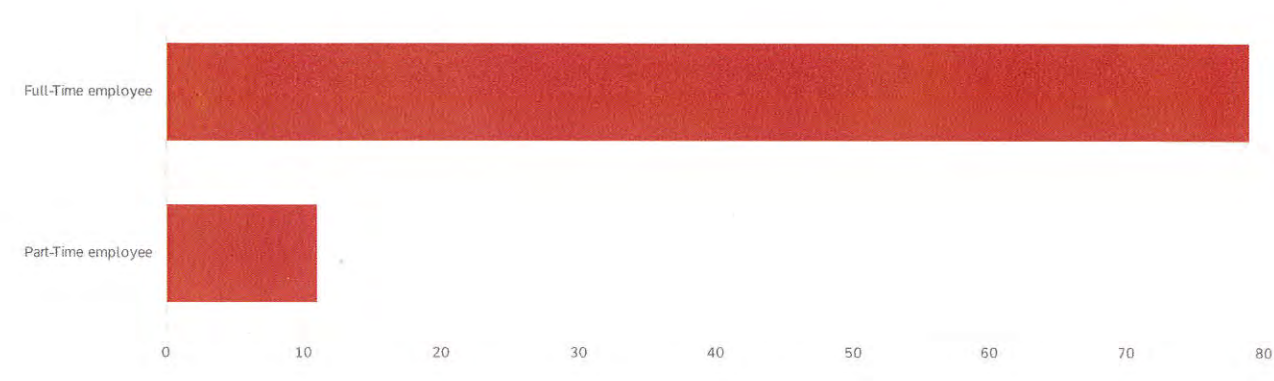
Survey results

# Default Report

2022 Employee Satisfaction Survey

March 16, 2022 3:07 PM MDT

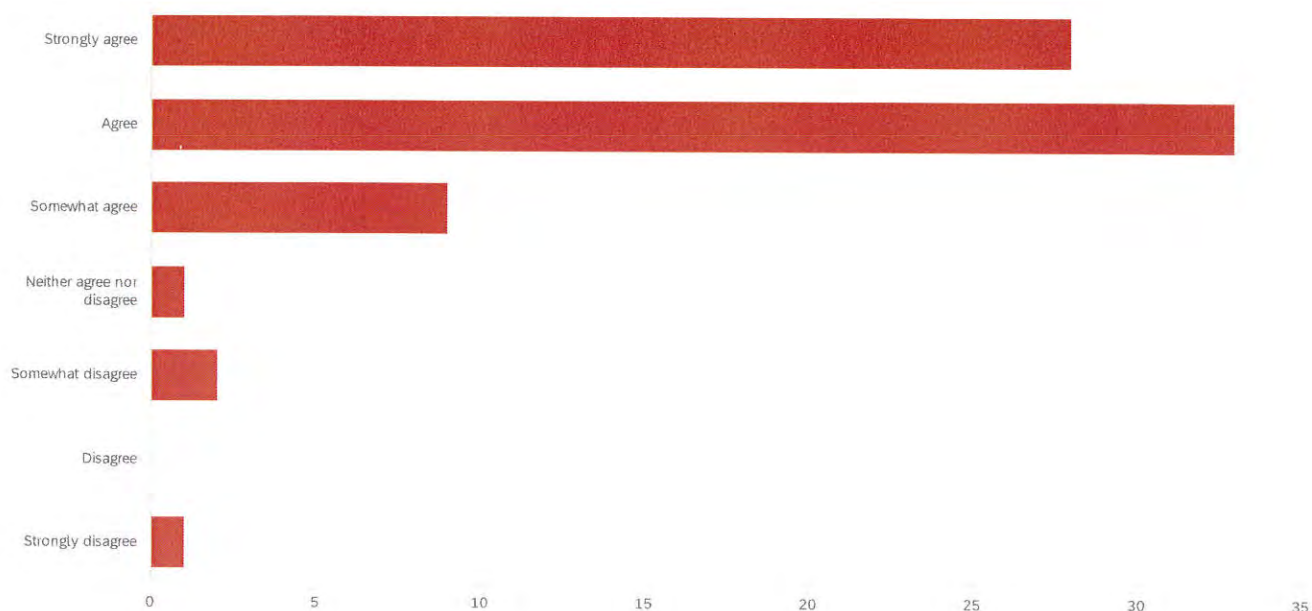
## Q41 - Are you a Full-Time or Part-Time employee?



#	Field	Choice	Count
1	Full-Time employee	87	78% 79
2	Part-Time employee	12	22% 11
			90

Showing rows 1 - 3 of 3

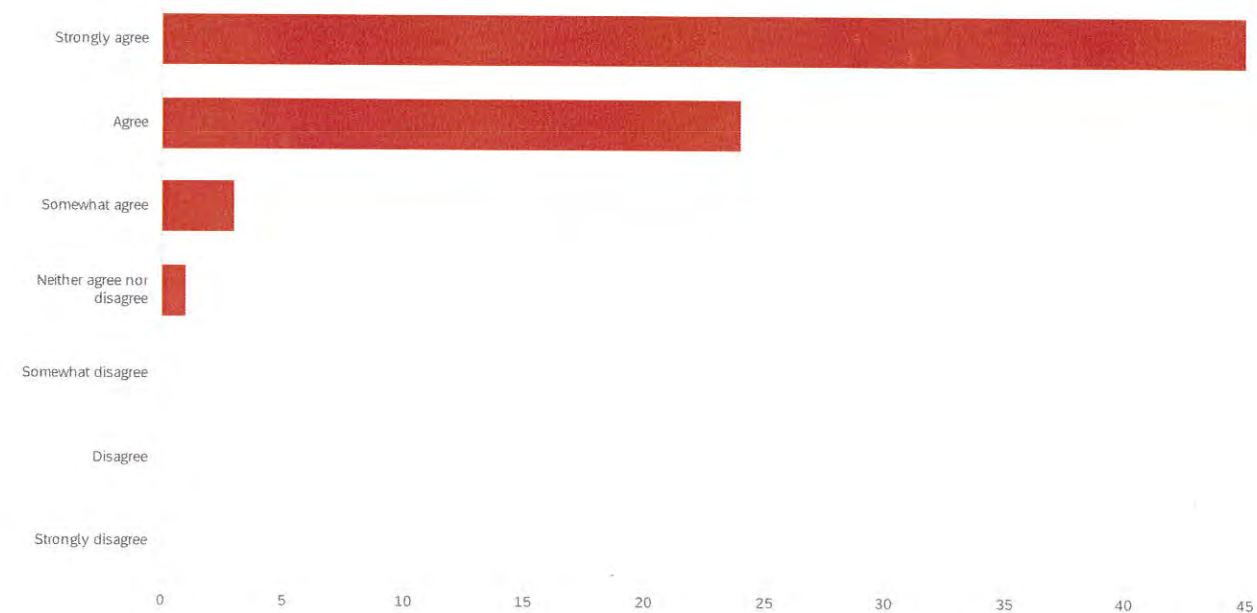
## Q1 - South Ogden meets the service expectations of the community.



#	Field	Choice	Count
1	Strongly agree	37.84%	28
2	Agree	44.59%	33
3	Somewhat agree	12.16%	9
4	Neither agree nor disagree	1.35%	1
5	Somewhat disagree	2.70%	2
6	Disagree	0.00%	0
7	Strongly disagree	1.35%	1
			74

Showing rows 1 - 8 of 8

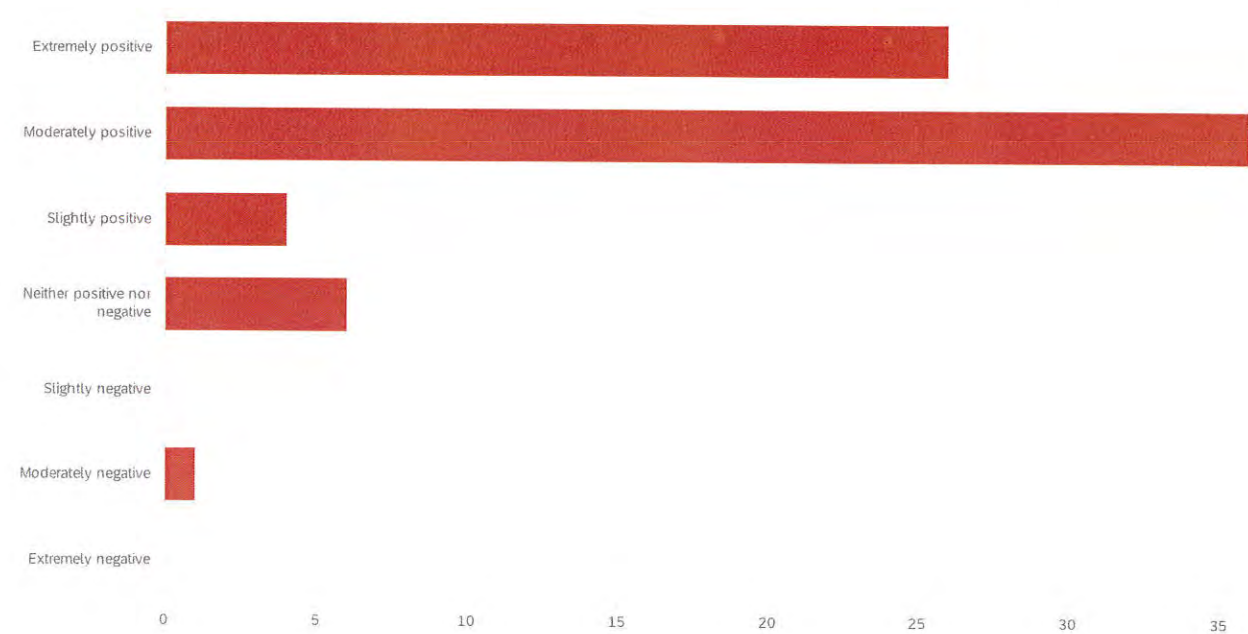
Q2 - The work I perform helps to improve the quality of life in South Ogden.



#	Field	Choice	Count
1	Strongly agree	61.64%	45
2	Agree	32.88%	24
3	Somewhat agree	4.11%	3
4	Neither agree nor disagree	1.37%	1
5	Somewhat disagree	0.00%	0
6	Disagree	0.00%	0
7	Strongly disagree	0.00%	0
			73

Showing rows 1 - 8 of 8

Q3 - City residents and businesses have a positive view of our department.

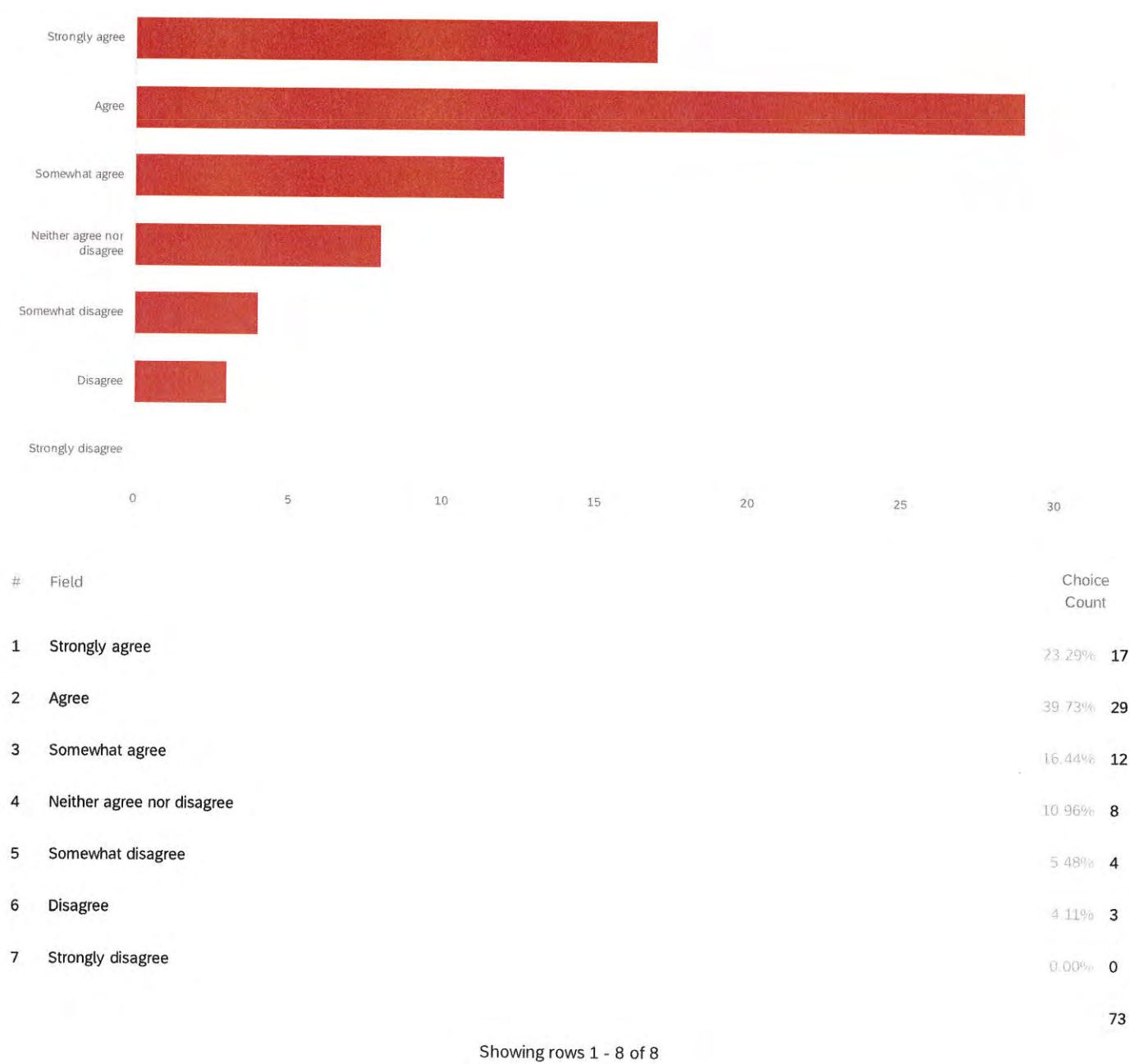


#	Field	Choice Count
1	Extremely positive	35.62% 26
2	Moderately positive	49.32% 36
3	Slightly positive	5.48% 4
4	Neither positive nor negative	8.22% 6
5	Slightly negative	0.00% 0
6	Moderately negative	1.37% 1
7	Extremely negative	0.00% 0
		73

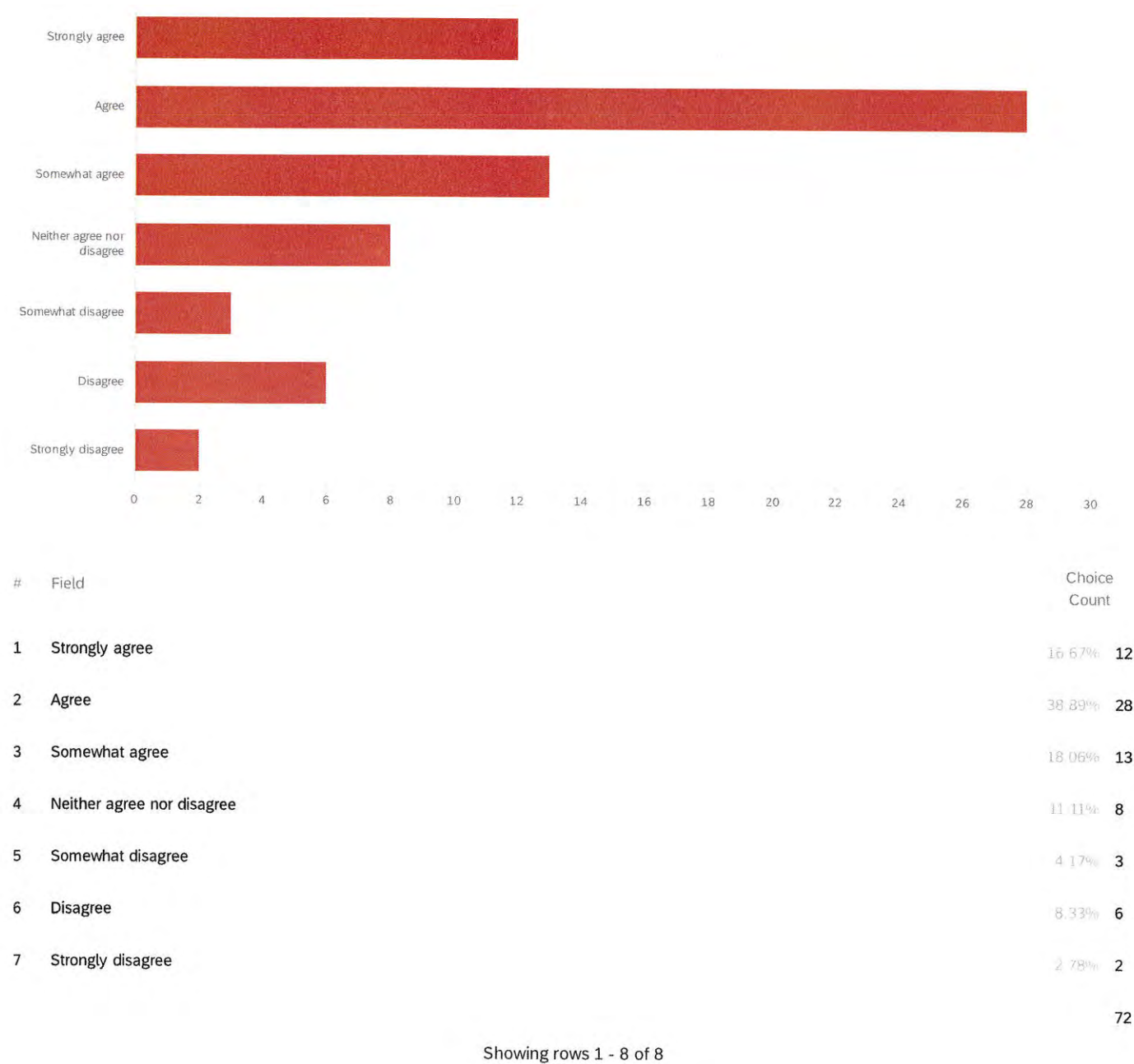
Showing rows 1 - 8 of 8



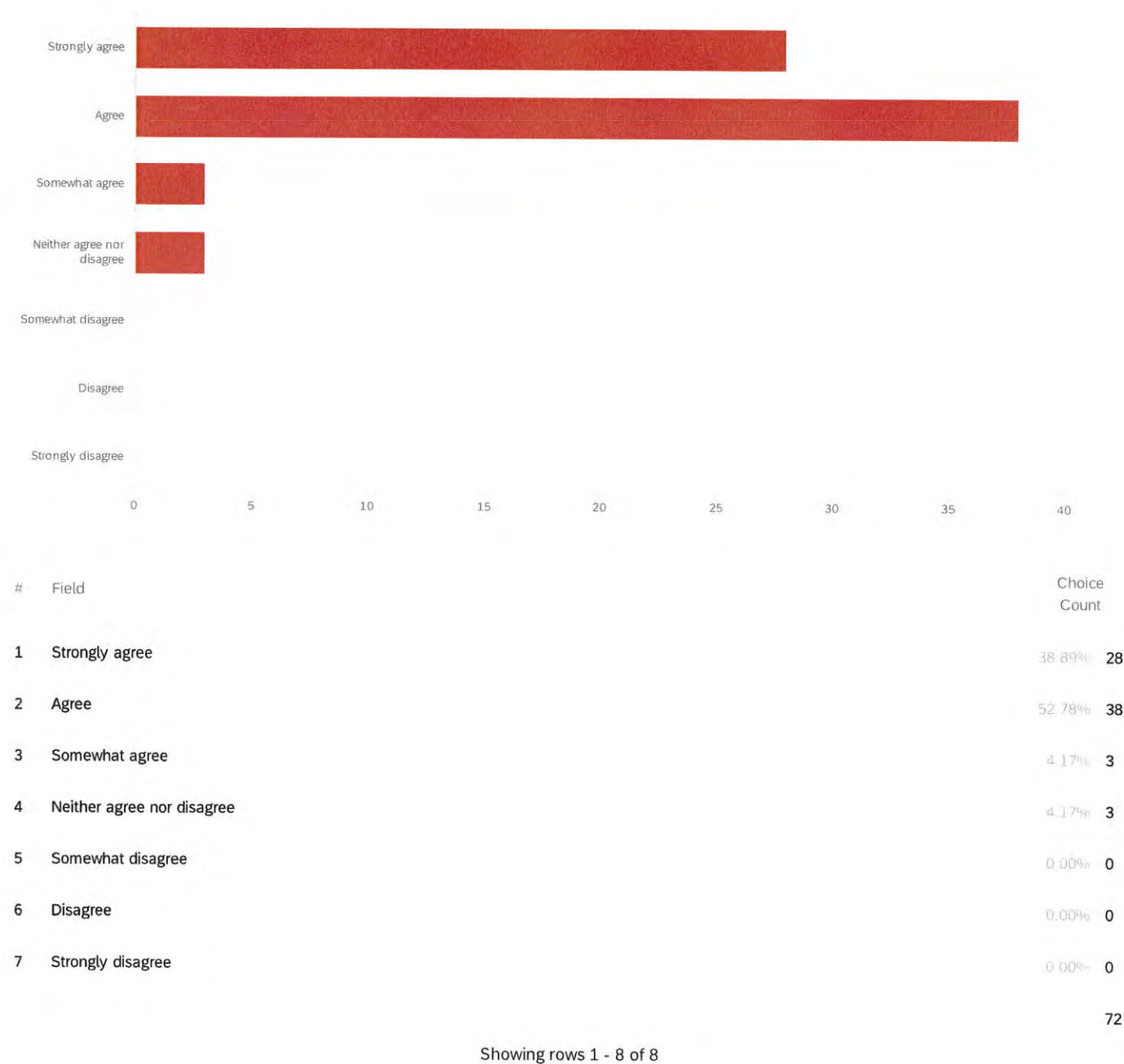
Q4 - Our department has a clear vision/direction for the future.



Q5 - I am kept informed of important department information/communication.

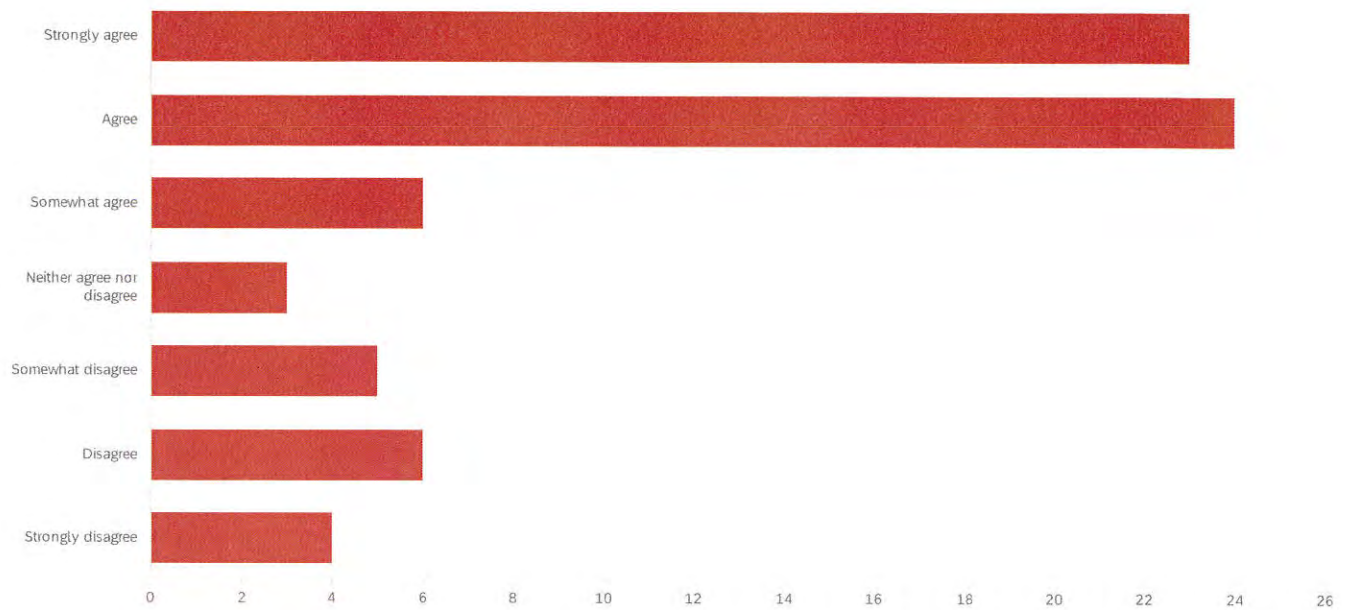


Q6 - My work performance expectations are made clear to me.



Showing rows 1 - 8 of 8

## Q7 - I feel valued by management.

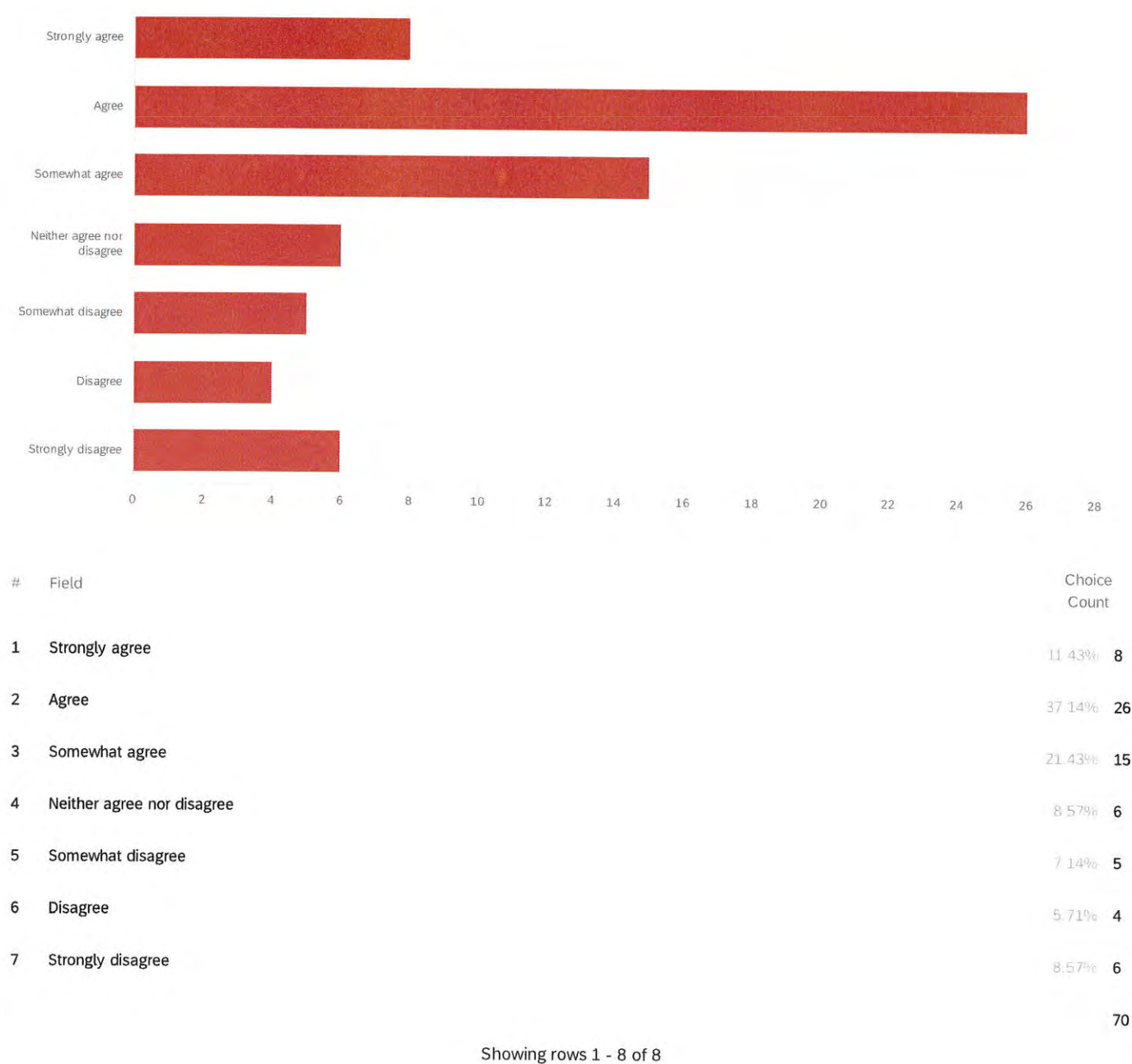


#	Field	Choice	Count
1	Strongly agree	32.39%	23
2	Agree	33.80%	24
3	Somewhat agree	8.45%	6
4	Neither agree nor disagree	4.23%	3
5	Somewhat disagree	7.04%	5
6	Disagree	8.45%	6
7	Strongly disagree	5.63%	4

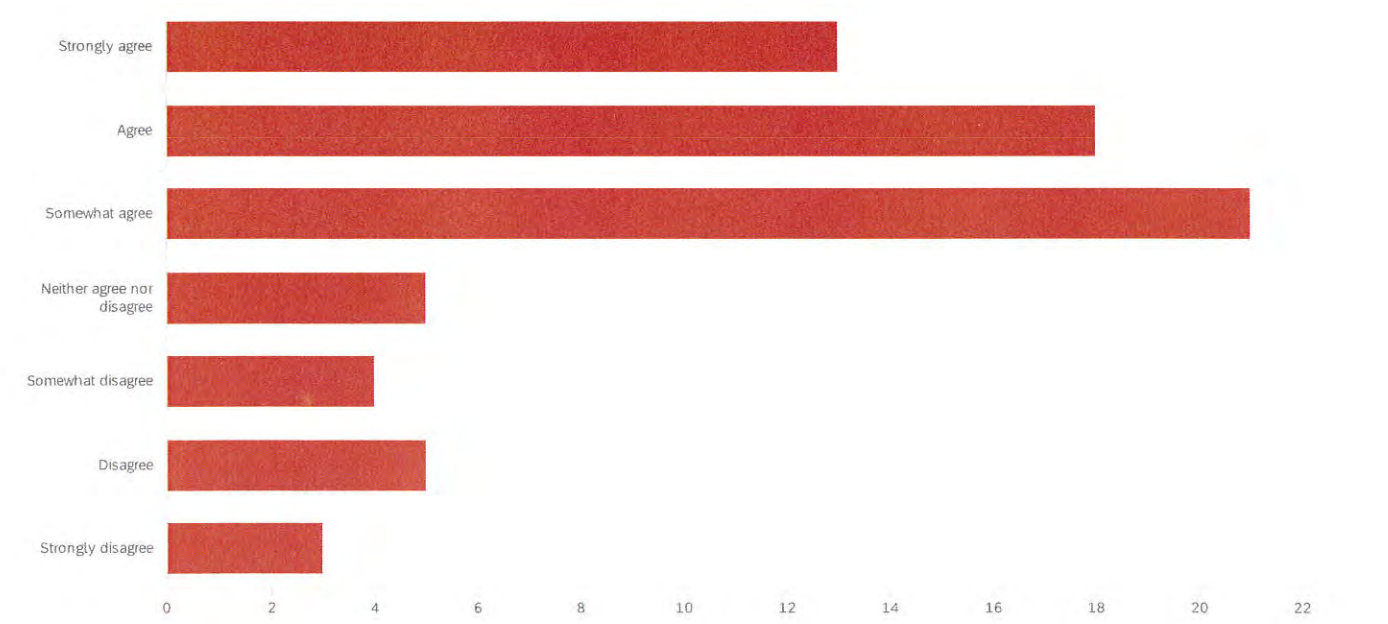
71

Showing rows 1 - 8 of 8

Q8 - When problems arise they are resolved quickly.



Q9 - I am paid a fair wage.

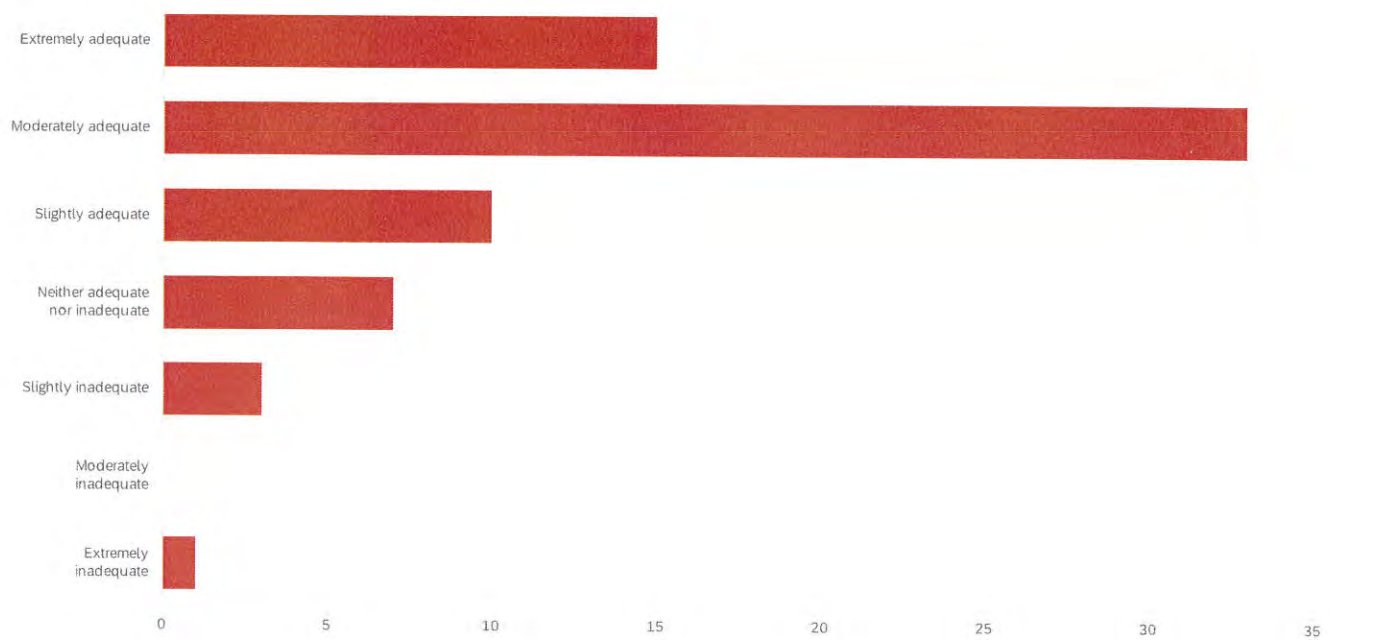


#	Field	Choice Count
1	Strongly agree	13 34%
2	Agree	18 46%
3	Somewhat agree	21 53%
4	Neither agree nor disagree	5 13%
5	Somewhat disagree	4 10%
6	Disagree	5 13%
7	Strongly disagree	3 8%
		69

Showing rows 1 - 8 of 8



Q10 - South Ogden has an adequate benefit package.



#	Field	Choice Count
1	Extremely adequate	21.74%15
2	Moderately adequate	47.83%33
3	Slightly adequate	14.49%10
4	Neither adequate nor inadequate	10.14%7
5	Slightly inadequate	4.35%3
6	Moderately inadequate	0.00%0
7	Extremely inadequate	1.45%1
		69

Showing rows 1 - 8 of 8

## Q12 - What benefit change would you like to see?

What benefit change would you like to see?

Lower health deductibles, better RX options, better retirement options

City to contribute more to HSA to help with the high deductibles we have

Retirement benefit for Officers like they use to have after 20 years of service. Five years of continued medical for retired officers after serving 20+ years of service.

Matched 401k up to 4%, and Higher PTO accrument.

Better health insurance

Health benefits

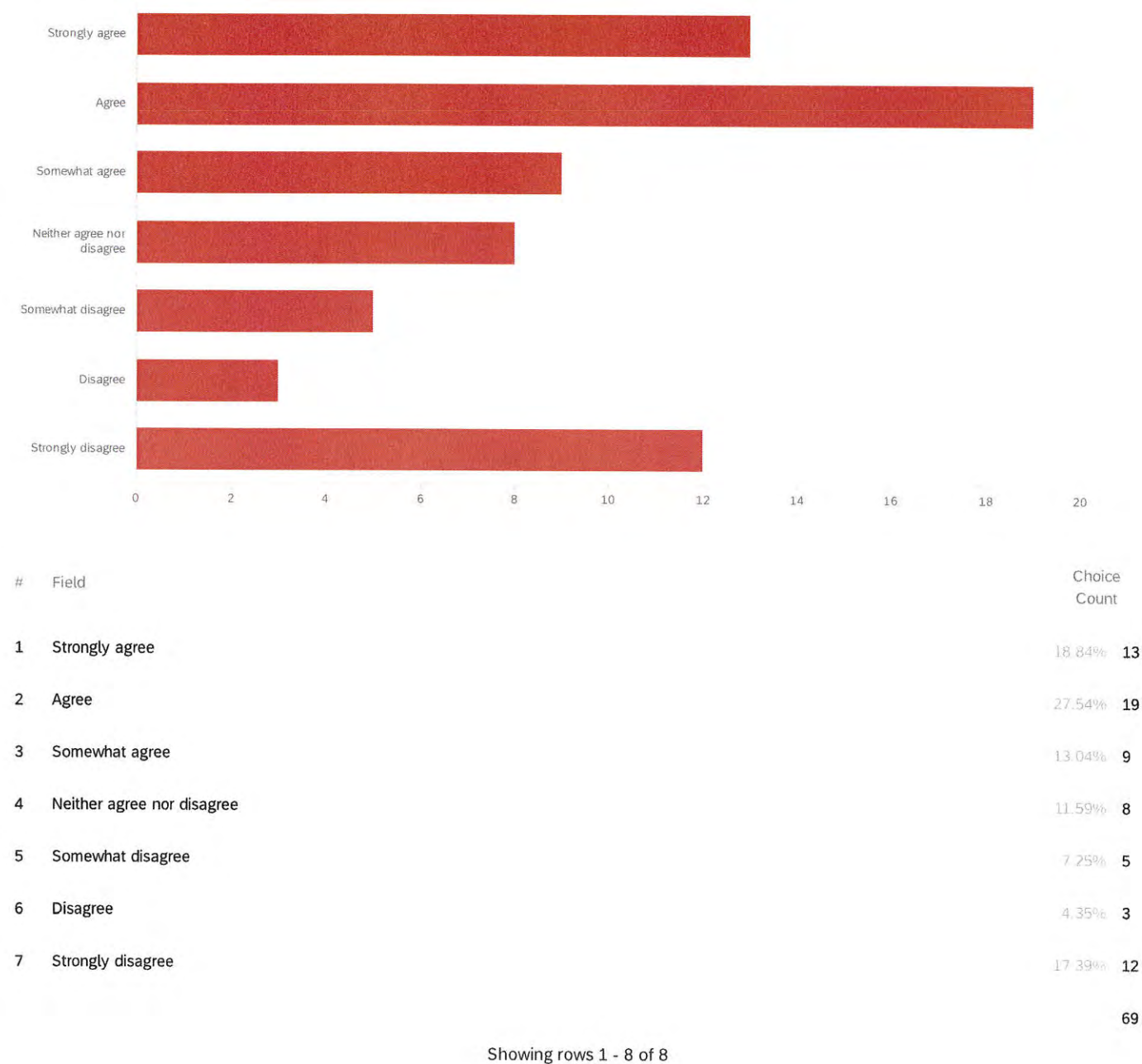
A lower out of pocket would be nice.

I don't use the health or dental so I have no opinion of this on this.

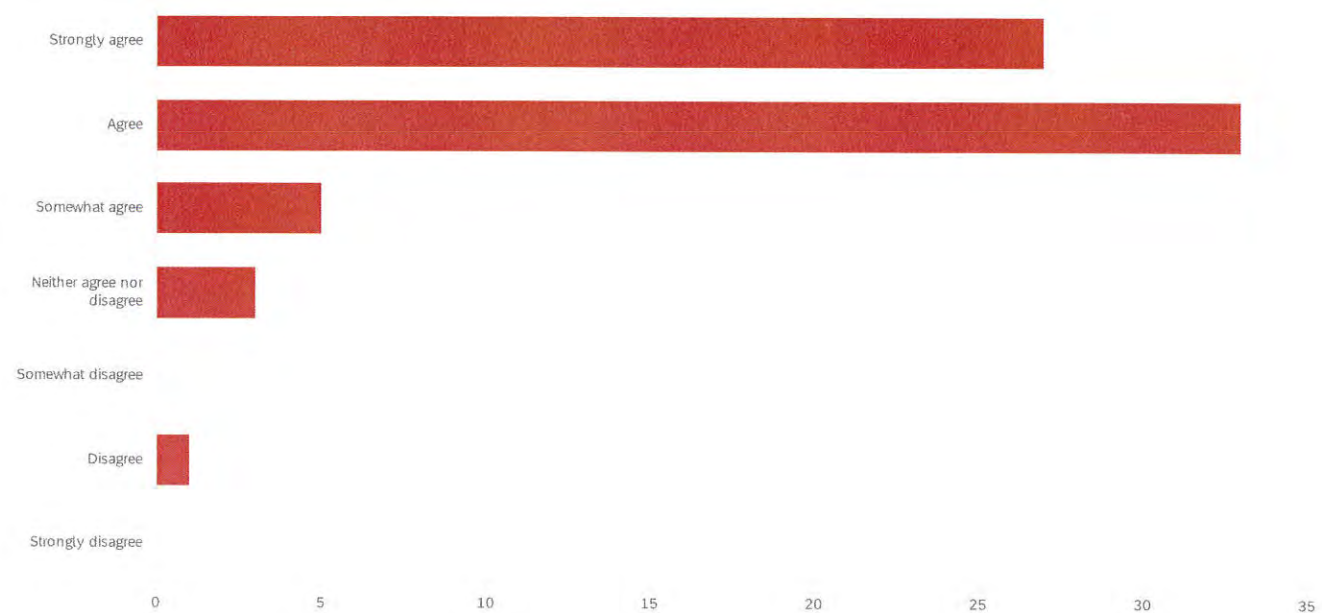
401 k & flex time.



Q11 - When discipline is necessary, it is administered fairly and consistently.



Q13 - Our department is able to complete our assigned tasks in a timely manner.



#	Field	Choice	Count
1	Strongly agree	39.13%	27
2	Agree	47.83%	33
3	Somewhat agree	7.25%	5
4	Neither agree nor disagree	4.35%	3
5	Somewhat disagree	0.00%	0
6	Disagree	1.45%	1
7	Strongly disagree	0.00%	0
			69

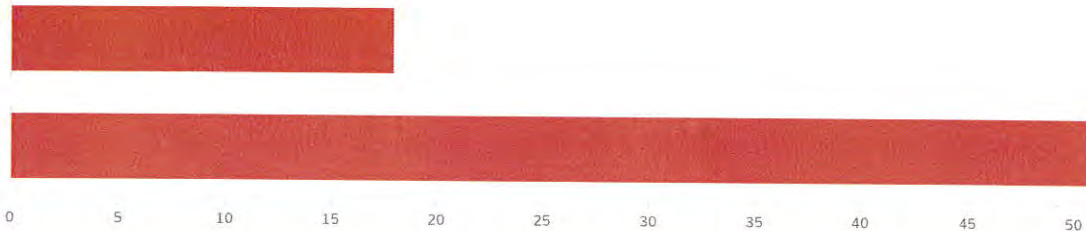
Showing rows 1 - 8 of 8

Q14 - The organizational structure (number of employees) of our department is appropriate for our size and workload.

We have too many employees.

The staffing is adequate or just right.

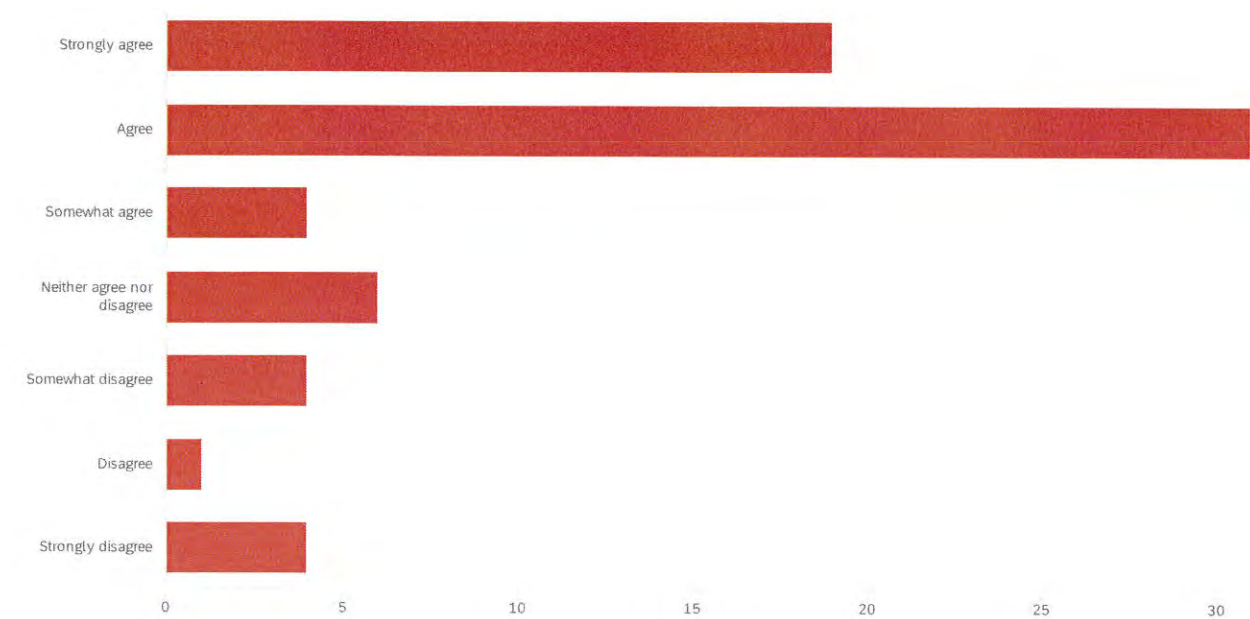
We need additional staffing to complete our work.



#	Field	Choice	Count
1	We have too many employees.	0.00%	0
2	The staffing is adequate or just right.	26.09%	18
3	We need additional staffing to complete our work.	73.91%	51
			69

Showing rows 1 - 4 of 4

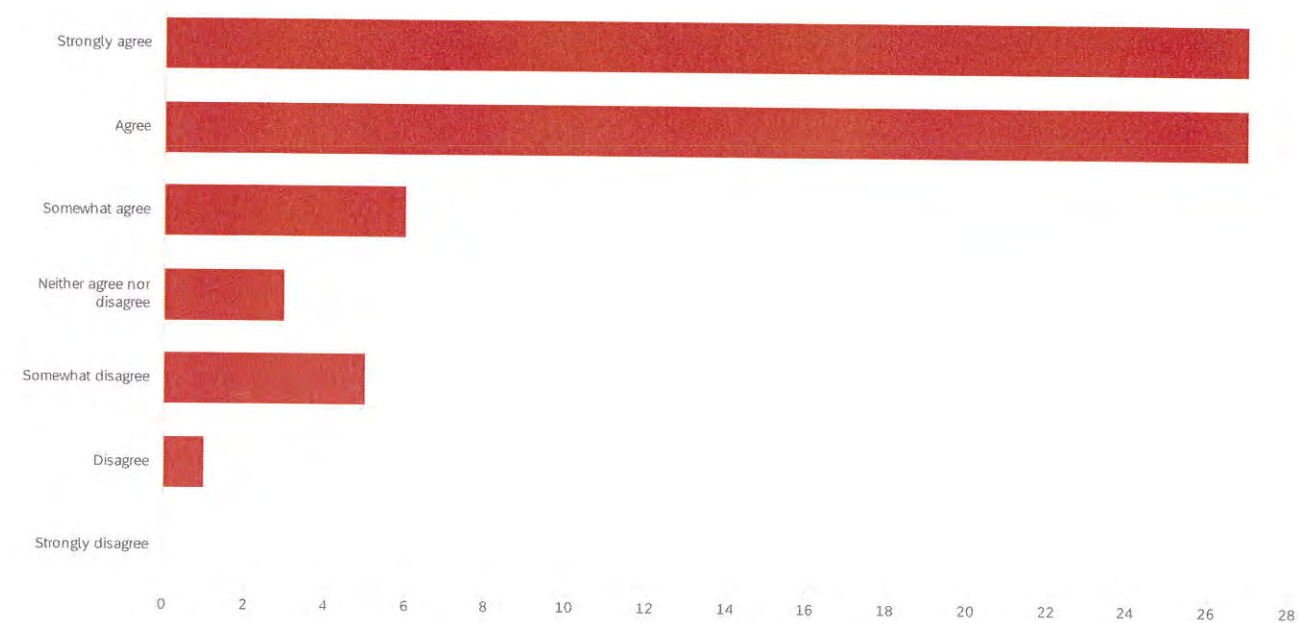
Q15 - My overall morale about my job is good.



#	Field	Choice	Count
1	Strongly agree	27.54%	19
2	Agree	44.93%	31
3	Somewhat agree	5.80%	4
4	Neither agree nor disagree	8.70%	6
5	Somewhat disagree	5.80%	4
6	Disagree	1.45%	1
7	Strongly disagree	5.80%	4
			69

Showing rows 1 - 8 of 8

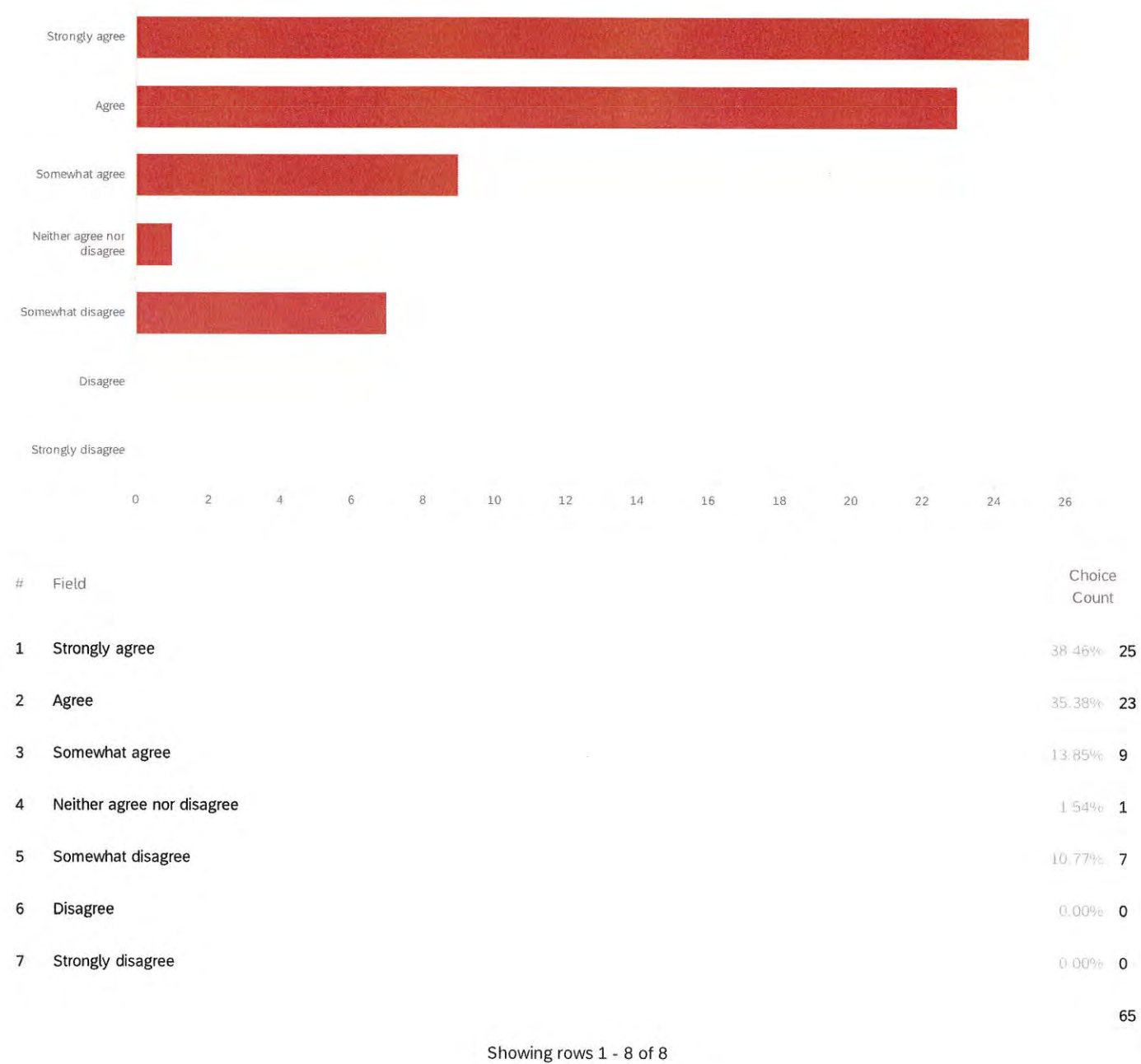
Q16 - I have the necessary tools to effectively do my job.



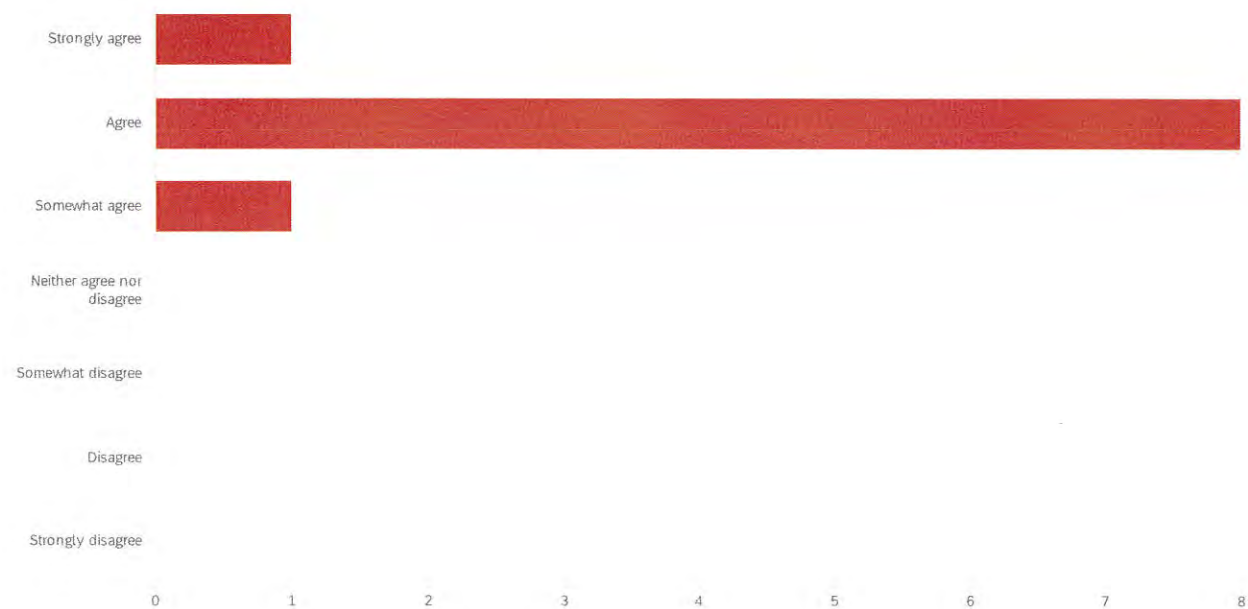
#	Field	Choice	Count
1	Strongly agree	39.13%	27
2	Agree	39.13%	27
3	Somewhat agree	8.70%	6
4	Neither agree nor disagree	4.35%	3
5	Somewhat disagree	7.25%	5
6	Disagree	1.45%	1
7	Strongly disagree	0.00%	0
			69

Showing rows 1 - 8 of 8

Q17 - The working condition of the equipment I use daily is acceptable.



Q23 - South Ogden meets the service expectations of the community.

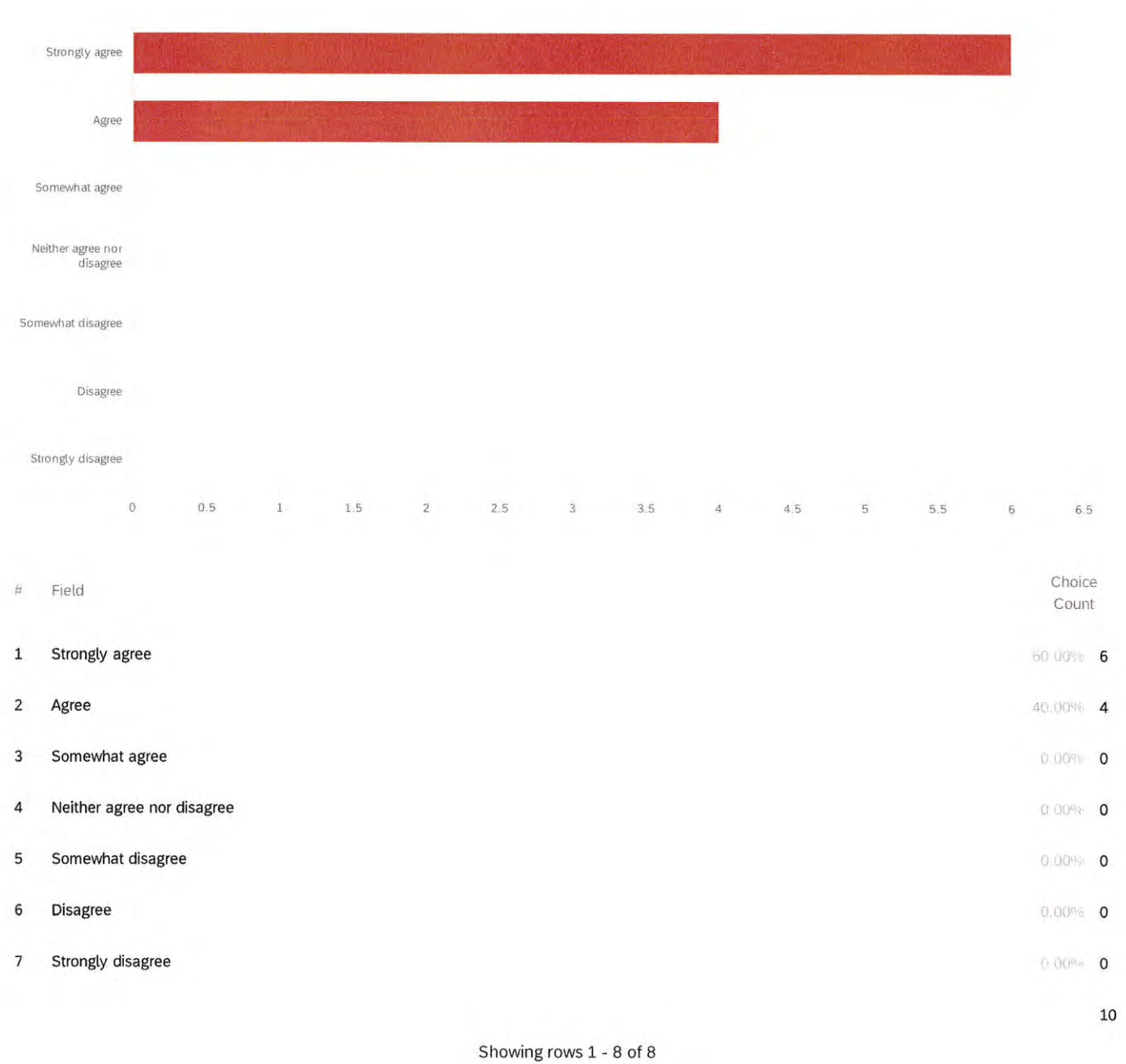


#	Field	Choice Count
1	Strongly agree	10.00% 1
2	Agree	80.00% 8
3	Somewhat agree	10.00% 1
4	Neither agree nor disagree	0.00% 0
5	Somewhat disagree	0.00% 0
6	Disagree	0.00% 0
7	Strongly disagree	0.00% 0
		10

Showing rows 1 - 8 of 8

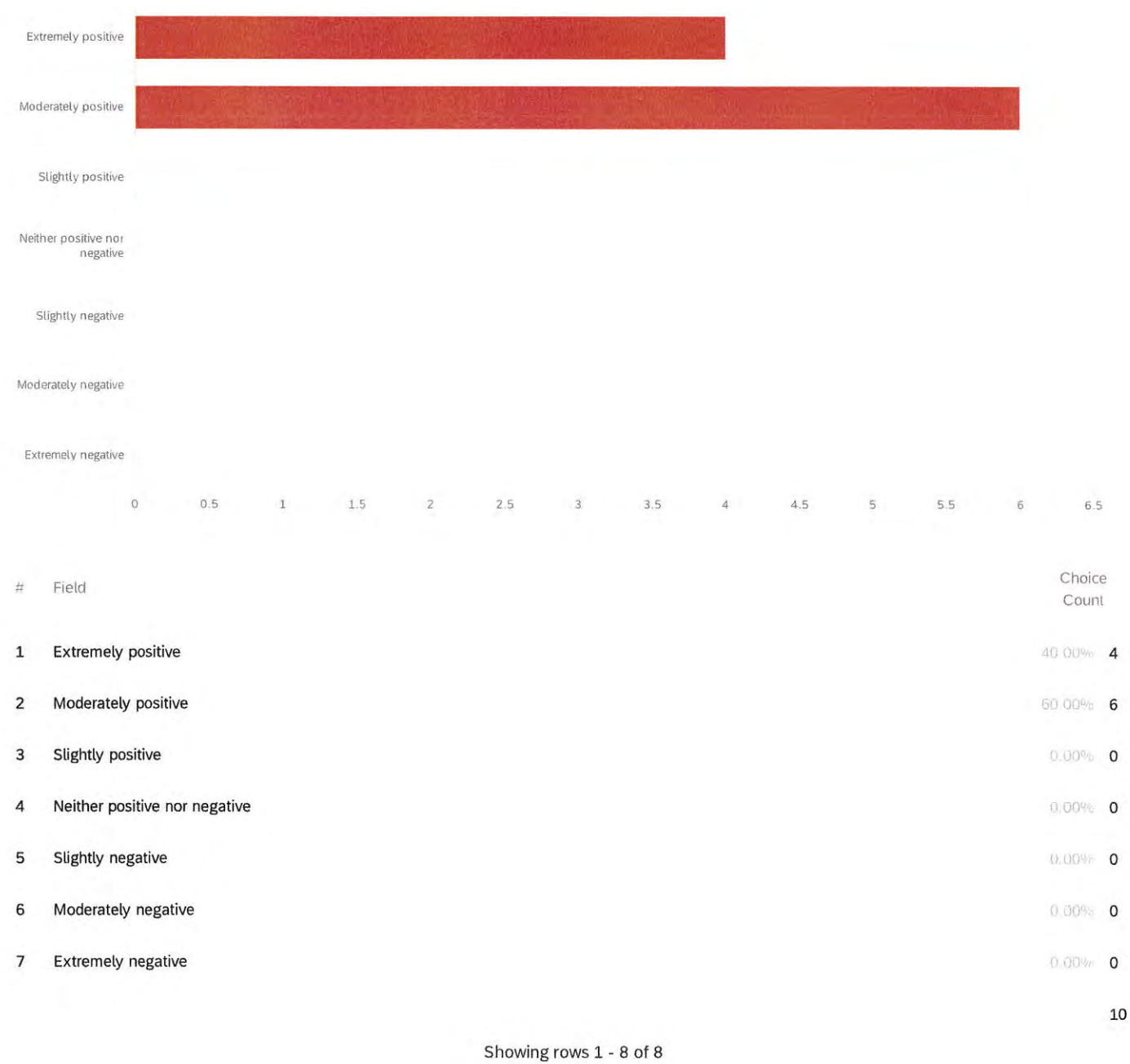


Q24 - The work I perform helps to improve the quality of life in South Ogden.

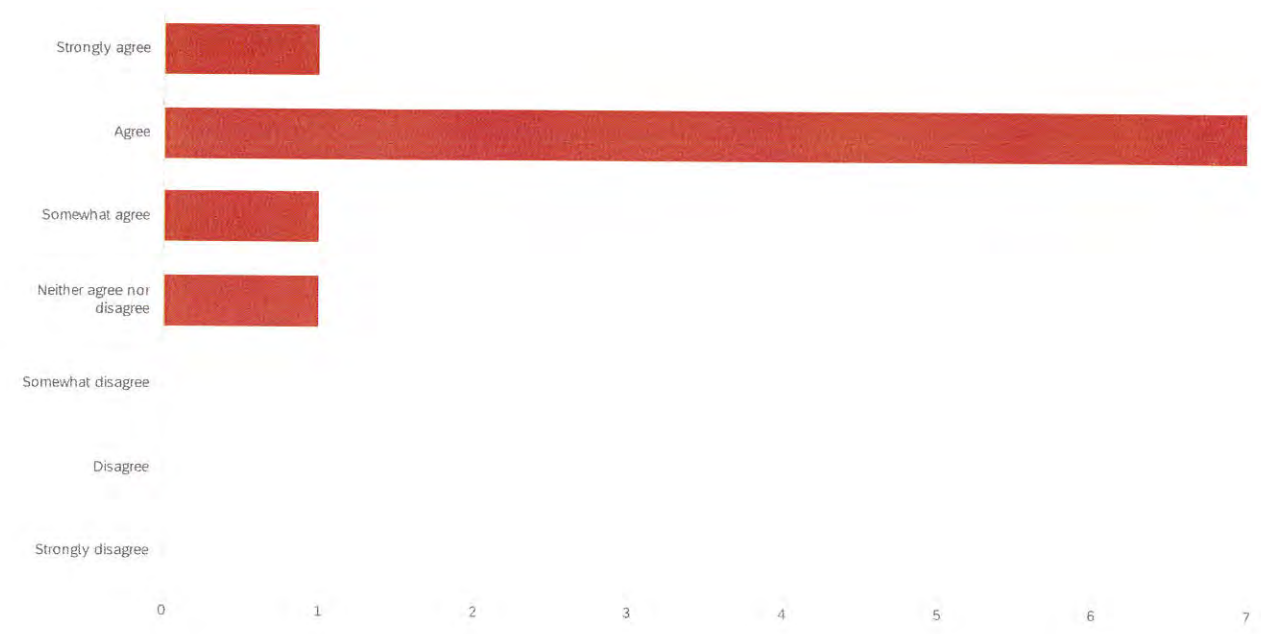




Q25 - City residents and businesses have a positive view of our department.



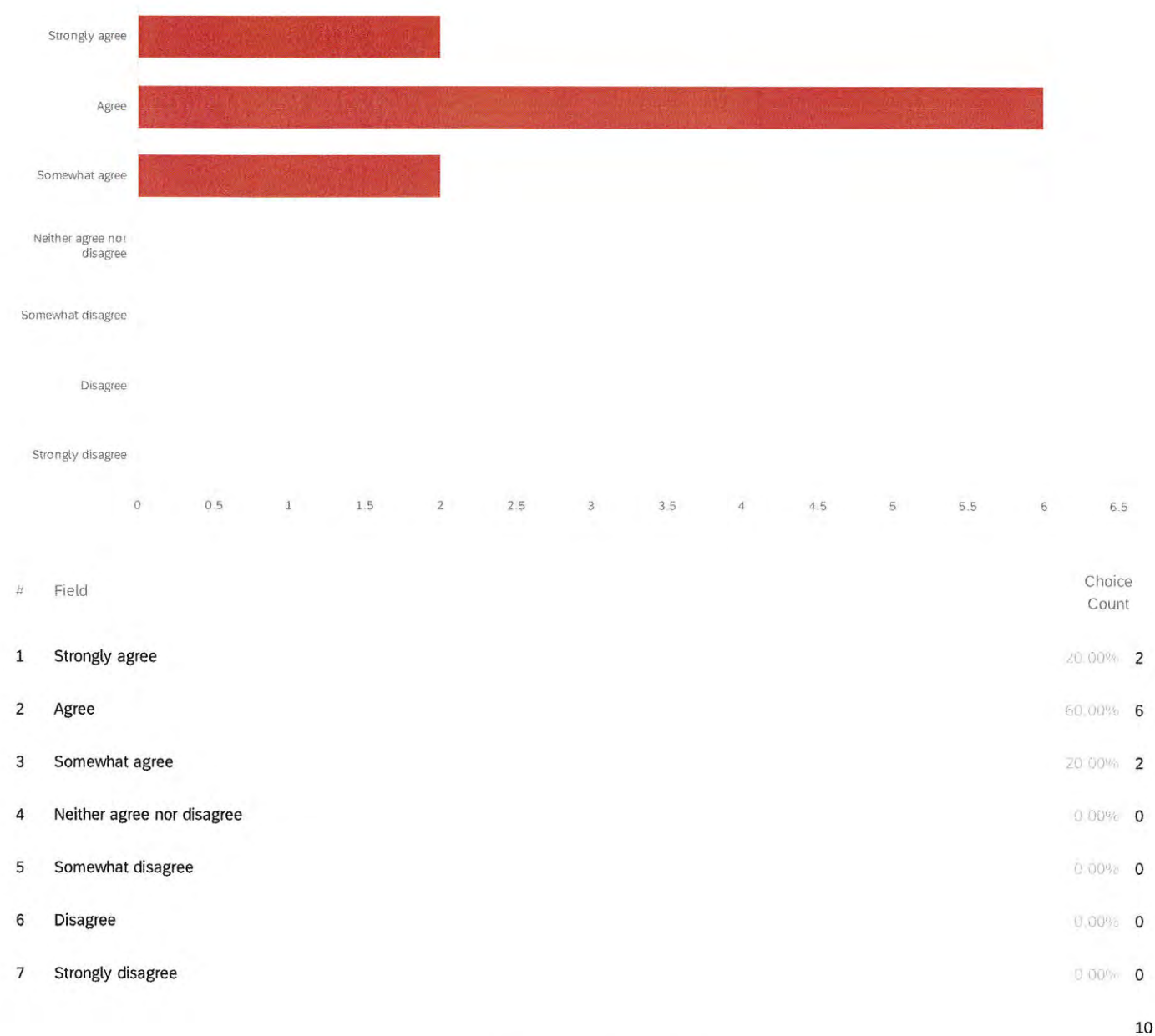
Q26 - Our department has a clear vision/direction for the future.



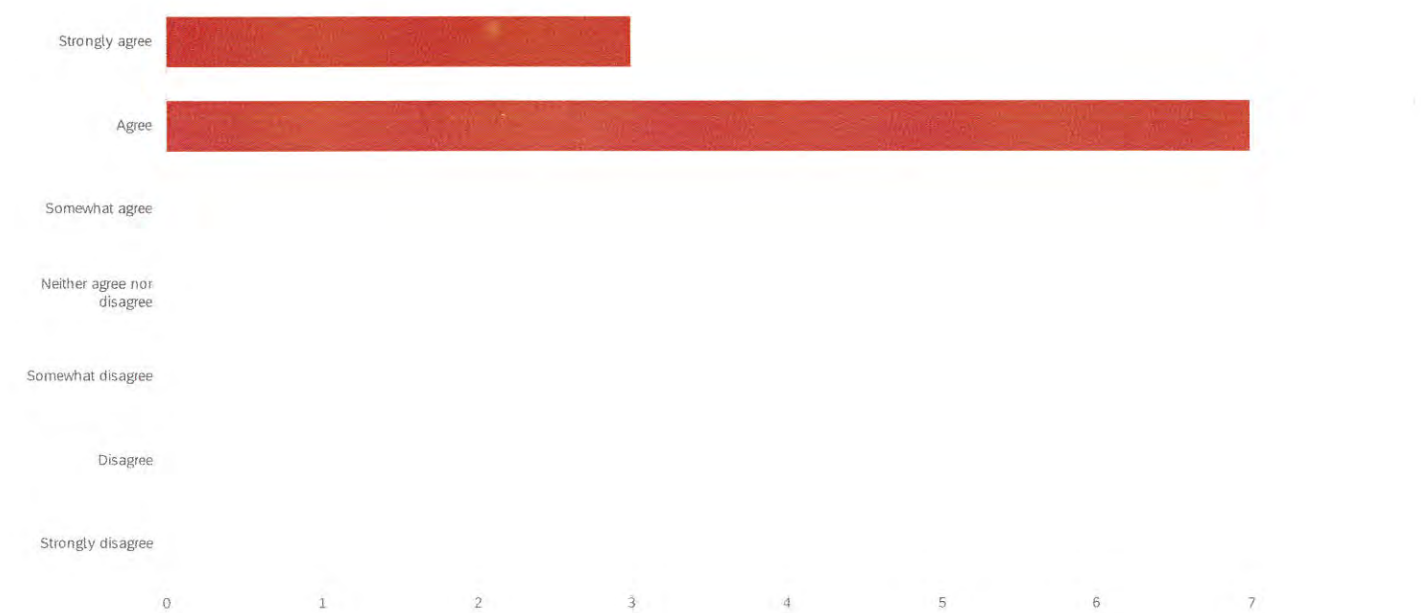
#	Field	Choice Count
1	Strongly agree	10.00% 1
2	Agree	70.00% 7
3	Somewhat agree	10.00% 1
4	Neither agree nor disagree	10.00% 1
5	Somewhat disagree	0.00% 0
6	Disagree	0.00% 0
7	Strongly disagree	0.00% 0
		10

Showing rows 1 - 8 of 8

Q27 - I am kept informed of important department information/communication.



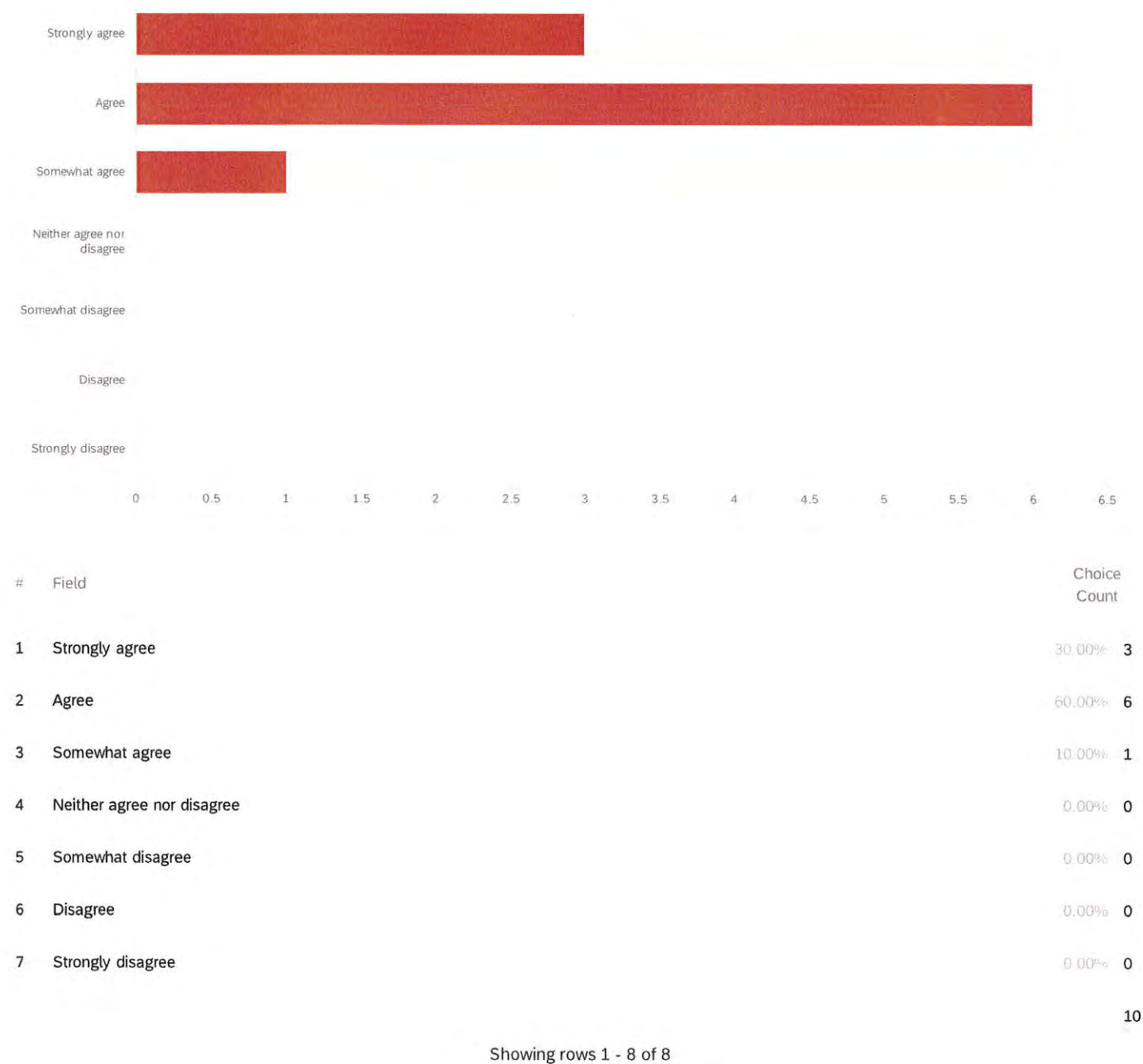
Q28 - My work performance expectations are made clear to me.



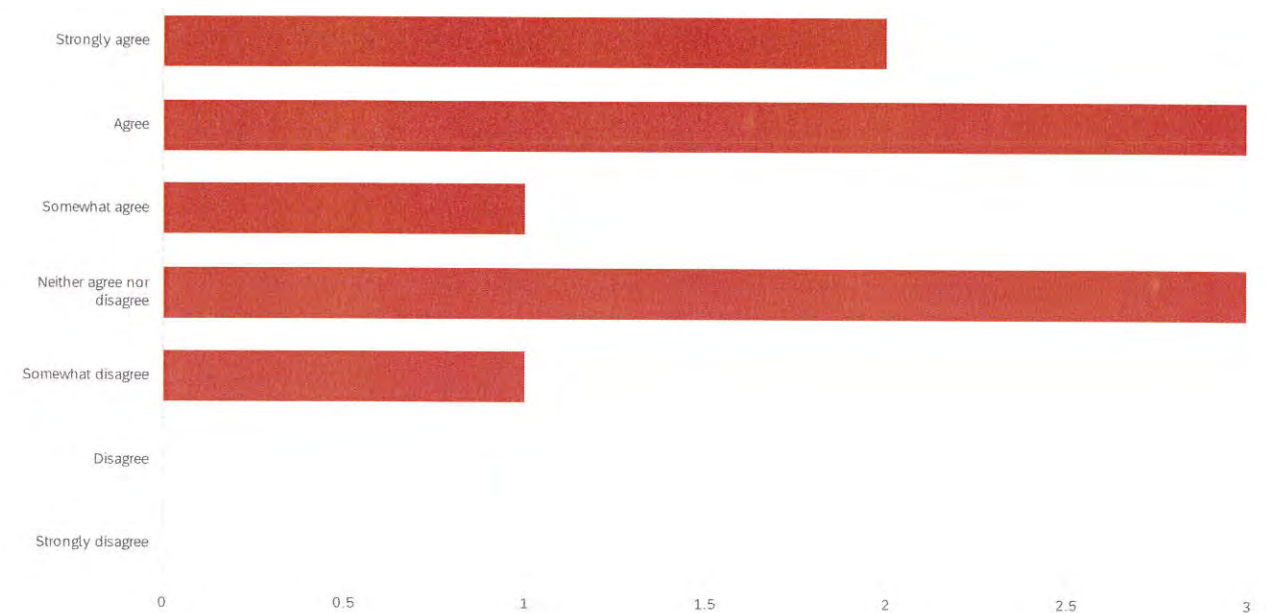
#	Field	Choice Count
1	Strongly agree	30.00% 3
2	Agree	70.00% 7
3	Somewhat agree	0.00% 0
4	Neither agree nor disagree	0.00% 0
5	Somewhat disagree	0.00% 0
6	Disagree	0.00% 0
7	Strongly disagree	0.00% 0
		10

Showing rows 1 - 8 of 8

Q29 - I feel valued by management.

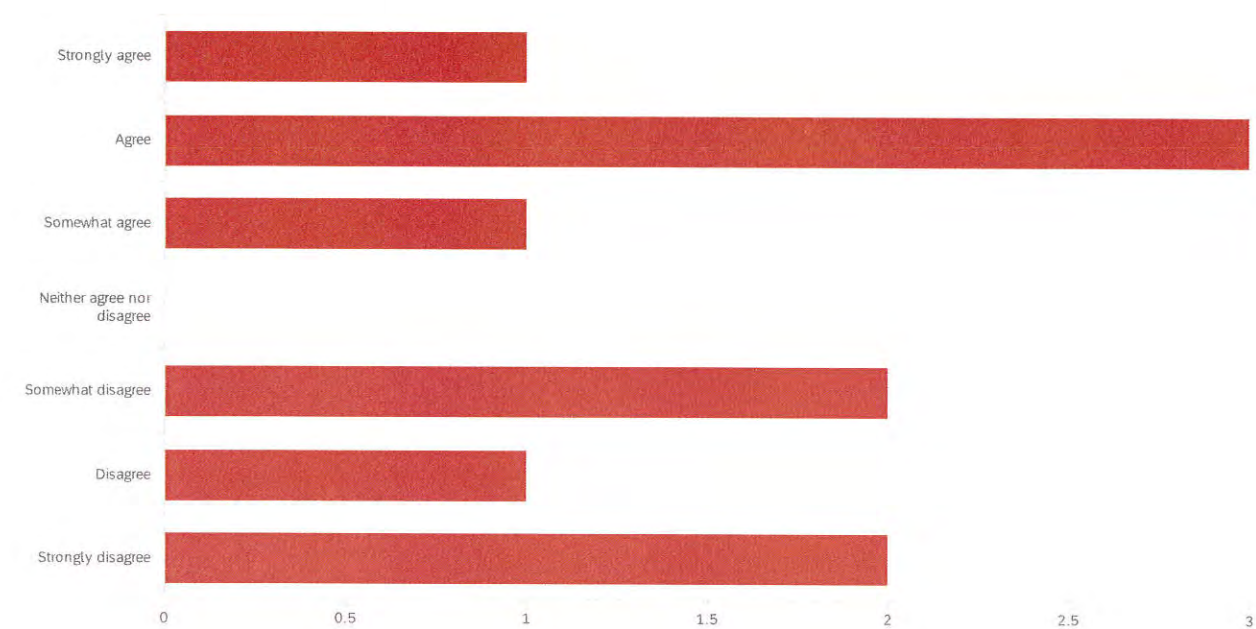


Q31 - When problems arise they are resolved quickly.



#	Field	Choice Count
1	Strongly agree	20.00% 2
2	Agree	30.00% 3
3	Somewhat agree	10.00% 1
4	Neither agree nor disagree	30.00% 3
5	Somewhat disagree	10.00% 1
6	Disagree	0.00% 0
7	Strongly disagree	0.00% 0
		10

Q32 - I am paid a fair wage.

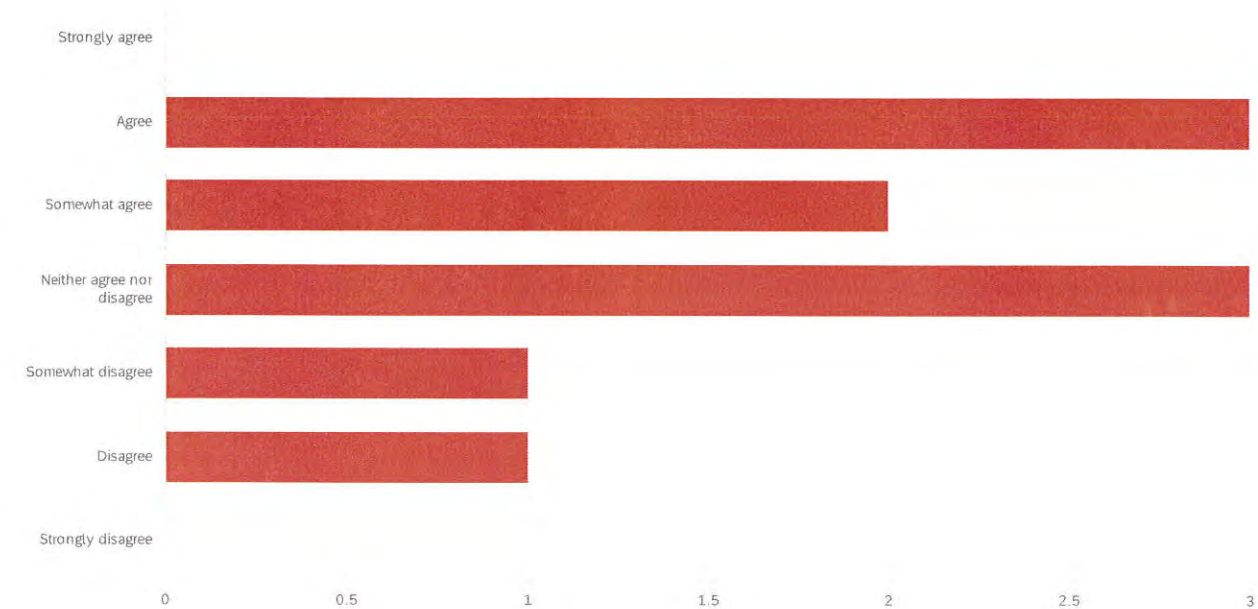


#	Field	Choice Count
1	Strongly agree	10.00% 1
2	Agree	30.00% 3
3	Somewhat agree	10.00% 1
4	Neither agree nor disagree	0.00% 0
5	Somewhat disagree	20.00% 2
6	Disagree	10.00% 1
7	Strongly disagree	20.00% 2
		10

Showing rows 1 - 8 of 8



Q35 - When discipline is necessary, it is administered fairly and consistently.

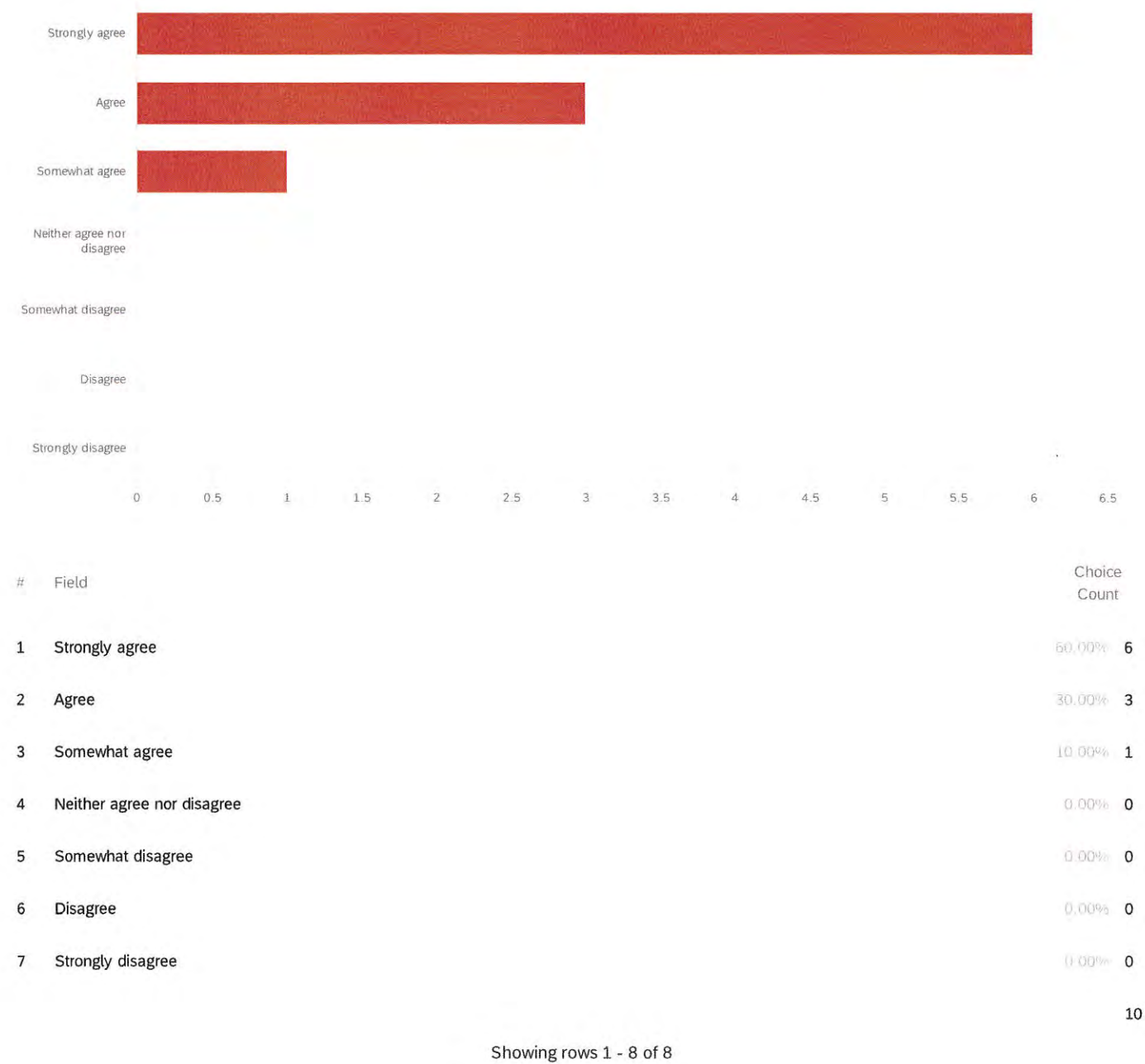


#	Field	Choice Count
1	Strongly agree	0.00% 0
2	Agree	30.00% 3
3	Somewhat agree	20.00% 2
4	Neither agree nor disagree	30.00% 3
5	Somewhat disagree	10.00% 1
6	Disagree	10.00% 1
7	Strongly disagree	0.00% 0
		10

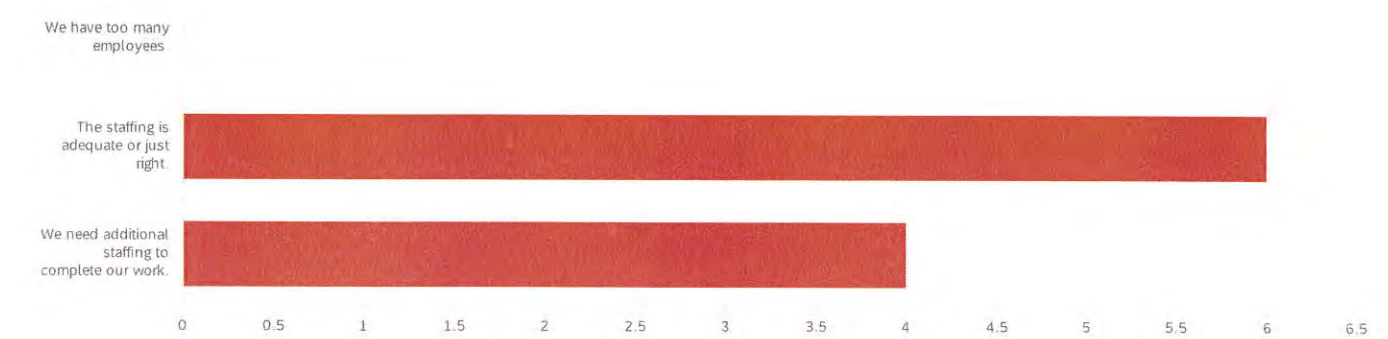
Showing rows 1 - 8 of 8



Q36 - Our department is able to complete our assigned tasks in a timely manner.



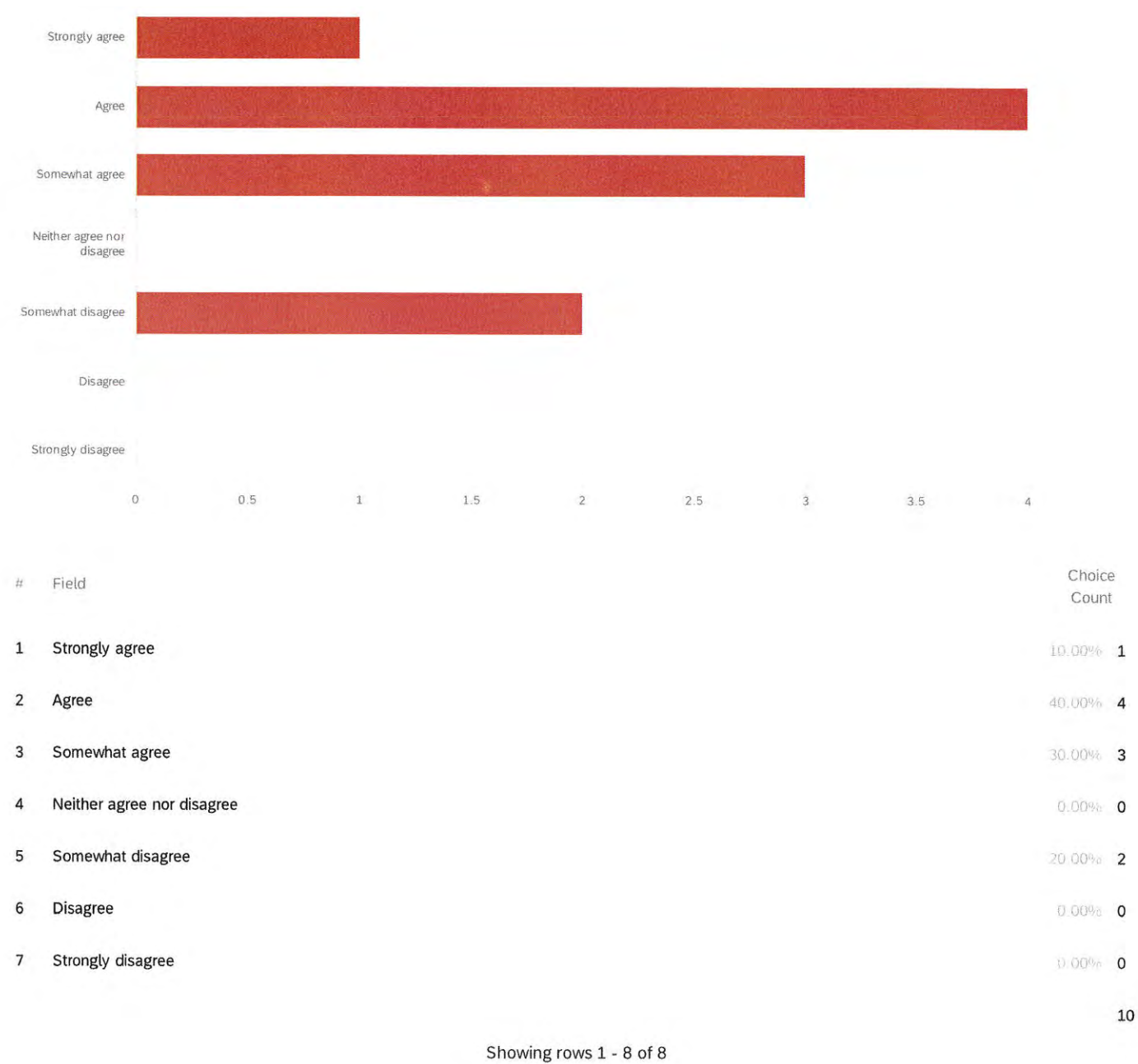
Q37 - The organizational structure (number of employees) of our department is appropriate for our size and workload.



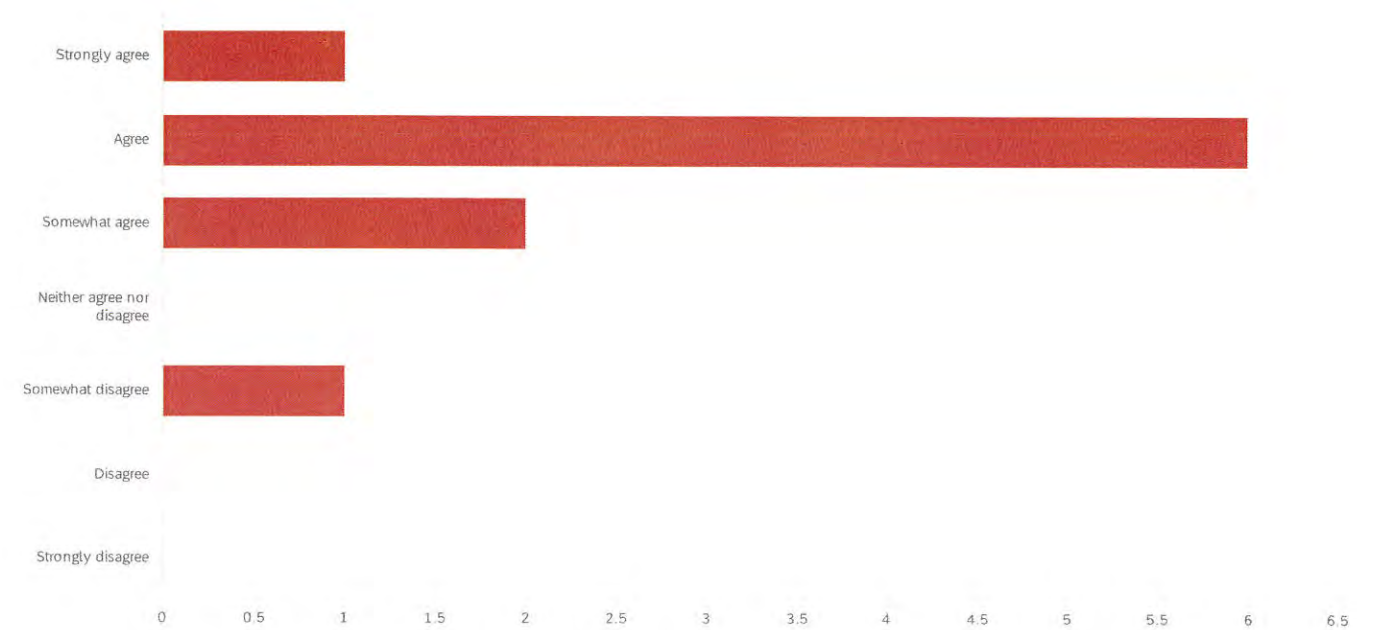
#	Field	Choice	Count
1	We have too many employees.	0.00%	0
2	The staffing is adequate or just right.	60.00%	6
3	We need additional staffing to complete our work.	40.00%	4
			10

Showing rows 1 - 4 of 4

Q38 - My overall morale about my job is good.



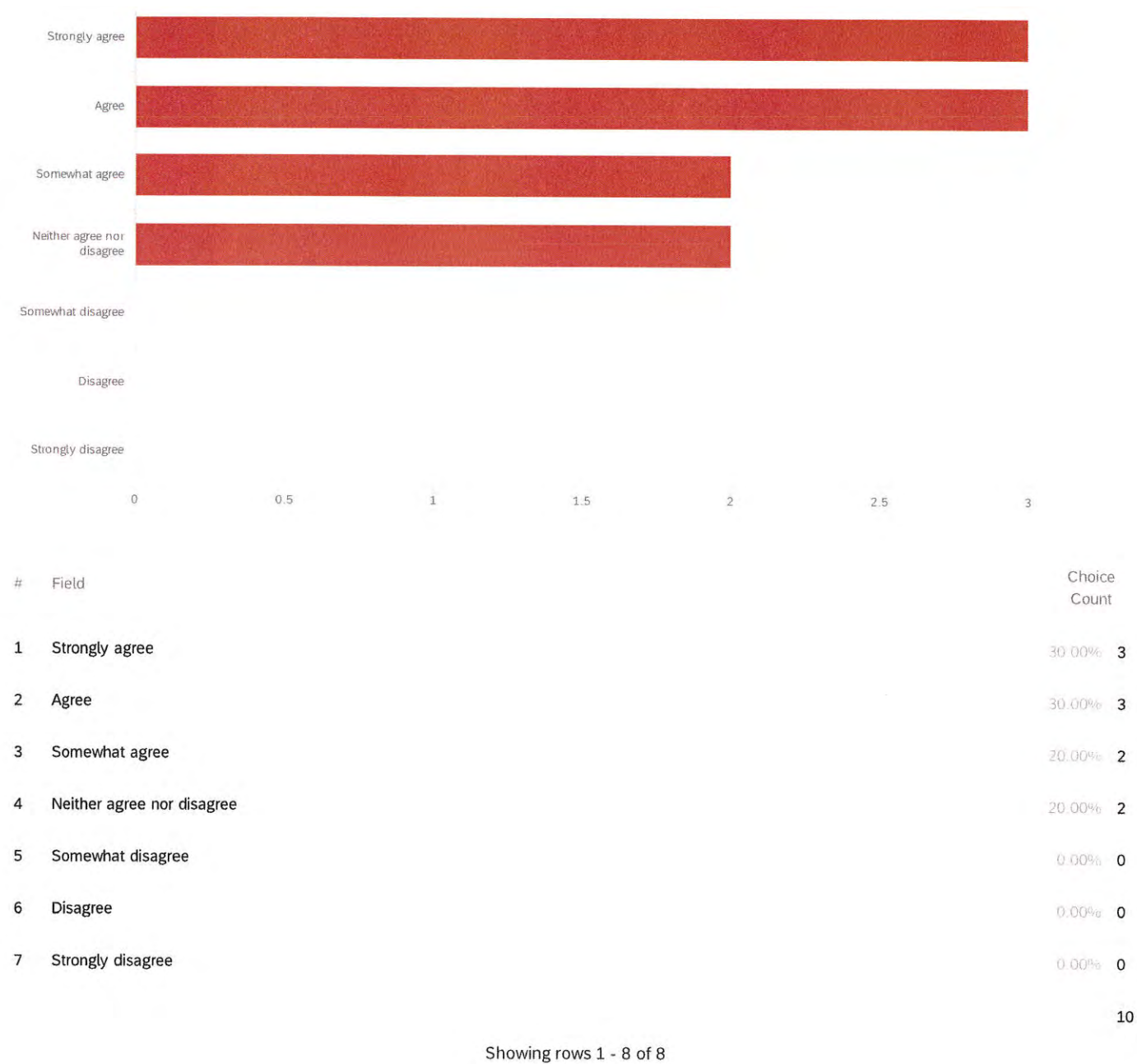
Q39 - I have the necessary tools to effectively do my job.



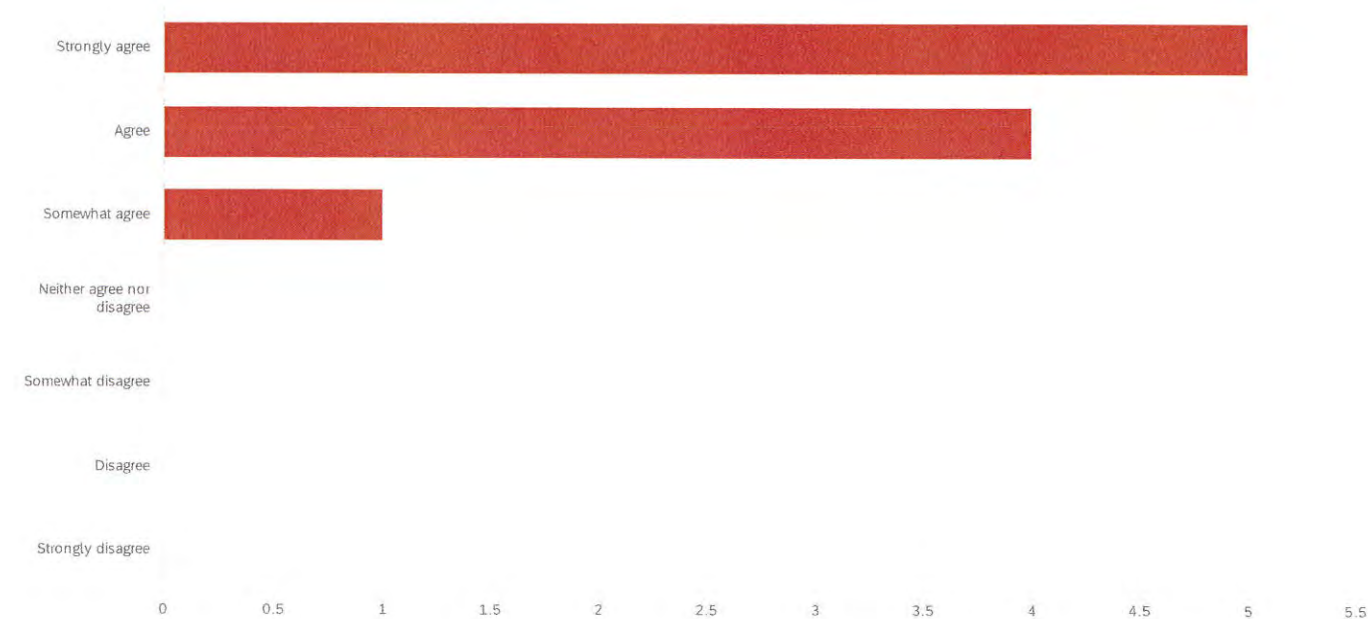
#	Field	Choice Count
1	Strongly agree	10.00% 1
2	Agree	60.00% 6
3	Somewhat agree	20.00% 2
4	Neither agree nor disagree	0.00% 0
5	Somewhat disagree	10.00% 1
6	Disagree	0.00% 0
7	Strongly disagree	0.00% 0
		10

Showing rows 1 - 8 of 8

Q40 - The working condition of the equipment I use daily is acceptable.



Q41 - I am trained to competently perform my job.



#	Field	Choice Count
1	Strongly agree	50.00% 5
2	Agree	40.00% 4
3	Somewhat agree	10.00% 1
4	Neither agree nor disagree	0.00% 0
5	Somewhat disagree	0.00% 0
6	Disagree	0.00% 0
7	Strongly disagree	0.00% 0
		10

Showing rows 1 - 8 of 8