



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

TUESDAY, MAY 17, 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, May 17, 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.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

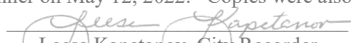
II. REVIEW OF AGENDA

III. DISCUSSION ITEMS

- A. Economic Development Strategy**
- B. Dogs In Parks**

IV. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on May 12, 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.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, MAY 17, 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, May 17, 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.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

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

II. PRESENTATION

- 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 May 3, 2022 Council Minutes
- B. Set Date For Public Hearing (June 7, 2022 at 6 pm or as soon as the agenda permits) to Receive and Consider Comments on Proposed Amendments to the FY2022 Budget

VI. PUBLIC HEARING

To Receive and Consider Comments on the Proposed Vacation of Alley Located From 38th to 39th Streets Between Ogden and Adams

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Ordinance 22-07** – Vacating Alley Located Between 38th and 39th Street and Ogden and Adams Avenue
- B. Consideration of **Ordinance 22-08** – Amending the Consolidated Fee Schedule to Define Finger Print Sets
- C. Consideration of **Ordinance 22-09** – Approving a Development Agreement With Ogden Clinic for Property Located at 1378 and 1394 E 6000 S
- D. Consideration of **Resolution 22-14** - Approving an Agreement with Musco Sports Lighting LLC for Installation of Lights at Club Heights Park
- E. Consideration of **Resolution 22-15** – Approving an Interlocal Agreement With Weber County for Use of RAMP Grant Funds

VIII. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

Please see different agenda

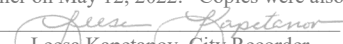
IX. RECONVENE SOUTH OGDEN CITY COUNCIL MEETING

X. REPORTS/DIRECTION TO CITY MANAGER

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

XI. ADJOURN

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Leesa Kapetanov, City Recorder

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

TUESDAY, MAY 3, 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, Mike Howard, and Jeanette Smyth

STAFF MEMBERS PRESENT

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

MEMBERS OF THE PUBLIC PRESENT

Fred Philpot

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/CC220503_1558.mp3

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

I. CALL TO ORDER

- Mayor Porter called the work session to order at 5:02 pm and entertained a motion to open the meeting 00:00:00

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

Note: Council Member Orr was not present for this vote. She joined the meeting at 5:10 pm during Mr. Philpot's presentation.

II. REVIEW OF AGENDA

- No one requested a review of agenda items

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III. DISCUSSION ITEMS

A. Review of Sustainability Model

- Staff overview 00:01:01
- Fred Philpot from Lewis, Young, Robertson, & Burningham, led this discussion. He also had a visual presentation; see Attachment A 00:04:04

IV. ADJOURN

- At 5:58 pm, the mayor called for a motion to adjourn the work session 00:57:00

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

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

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

MEMBERS OF THE PUBLIC PRESENT

Joel Stewart, Bruce & Joyce Hartman

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/CC220503_1700R.mp3

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

I. OPENING CEREMONY

A. Call To Order

- At 6:04 pm, Mayor Porter called the meeting to order and entertained a motion to begin
00:00:00

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

B. Prayer/Moment of Silence

The mayor led those present in a moment of silence

C. Pledge Of Allegiance

Council Member Strate led everyone in the Pledge of Allegiance.

II. PUBLIC COMMENTS

Joel Stewart

00:01:28

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112 **III. RESPONSE TO PUBLIC COMMENT**

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00:06:00

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116 **IV. CONSENT AGENDA**

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A. Approval of April 19, 2022 Council Minutes

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B. Declaring Certain Fleet Vehicles and Evidence Room Guns as Surplus to the City's Needs

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C. Set Date for Public Hearing (June 21, 2022 at 6 pm or as soon as the agenda permits) to

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Receive and Consider Comments on the FY2023 Acting Budget

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- The mayor read through the consent agenda and asked if there were any questions; seeing none, he called a voice vote:

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00:09:00

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Council Member Strate so moved. Council Member Howard seconded the motion. The mayor asked if there was further discussion. Council Member Orr asked questions about the fleet vehicles and whether they really needed to be replaced. Staff answered her questions. The Mayor then called a voice vote. **The voice vote was unanimous in favor of the motion.**

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132 **V. DISCUSSION /ACTION ITEMS**

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A. Resolution 22-06 – Amending an Agreement With Wasatch Front Regional Council for Matching Grant Funds for Creation of General Plan

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- Staff overview 00:14:06

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- Questions/discussion

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00:17:19

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- Mayor Porter called for a motion to adopt Resolution 22-06

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00:20:07

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Council Member Strate so moved. The motion was seconded by Council Member Smyth. After determining there was no further discussion, the mayor called the vote:

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Council Member Orr - Yes

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Council Member Strate - Yes

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Council Member Stewart - Yes

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Council Member Howard - Yes

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Council Member Smyth - Yes

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Resolution 22-06 was adopted.

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B. Consideration of Resolution 22-13 – Adopting the FY2023 Tentative Budget

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- Staff overview 00:20:35

- Questions/Discussion
00:23:24
- Review of budget by Finance Director Steve Liebersbach
00:44:20
- Further questions/discussion
00:58:29
- Mayor Porter called for a motion to approve Resolution 22-13, adopting the FY2023 budget
00:59:42

Council Member Strate so moved, followed by a second from Council Member Howard.
There was no further discussion. The mayor called the vote:

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

The tentative budget was adopted.

VI. DISCUSSION ITEMS

A. Water 101 and Conservation Efforts

- Parks and Public Works Director Jon Andersen led this discussion. He also showed a visual presentation. See Attachment B.
01:02:03
- Questions/discussion
01:16:11
- The council directs Mr. Andersen to move forward with water conservation as outlined in his presentation
01:35:11

B. Possible Vacation of Alley From 38th to 39th Street Between Ogden and Adams Avenues

- Staff overview
01:37:08
- Questions/discussion by the Council
01:42:56
- The Council instructs staff to move forward with vacation of the alley
01:48:10

197 C. Possible Boundary Adjustments

- 198 • Staff overview of possible boundary adjustment with Weber County
199 01:48:32
200 • Questions/discussion
201 01:52:24
202 • The Council tells staff to move forward with the boundary adjustment with Weber
203 County 01:57:28
204 • Staff overview of possible boundary adjustment with Ogden City
205 01:57:49
206 • The council gave approval to staff to work with Ogden City on the boundary
207 adjustments 02:01:27
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211 D. Use of American Rescue Plan Act Funds

- 212 • Staff overview 02:03:15
213 • Questions/discussion 02:06:15
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217 VII. **REPORTS/DIRECTION TO CITY MANAGER**

218 A. City Council Members

- 219 • Council Member Strate - 02:32:18
220 • Council Member Howard- 02:34:19
221 • Council Member Smyth - 02:34:54
222 • Council Member Stewart - 02:35:18
223 • Council Member Orr - 02:37:12

224 B. City Manager 02:40:09

225 C. Mayor 00:42:49
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229 VIII. **ADJOURN**

- 230 • At 8:49 pm, Mayor Porter called for a motion to adjourn the meeting
231 02:45:05
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233 Council Member Smyth so moved, followed by a second from Council Member Strate. The
234 voice vote was unanimous in favor of the motion.
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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, May 3, 2022.


Kapetanov, City Recorder

Leesa
Date Approved by the City Council

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ATTACHMENT A

Visual Presentation by Fred Philpot



COMPREHENSIVE FINANCIAL SUSTAINABILITY PLANNING COUNCIL DISCUSSION - WORK SESSION

MAY 2022



SOUTH OGDEN, UTAH
FINANCIAL PLANNING

2

FINANCIAL PLAN OBJECTIVES

Sustainability Objectives

- **Prioritization**
 - Evaluate existing services (anything need to be removed?)
- **Efficiency**
 - Control of prioritized services (control growth, scope creep, allocation strategies etc.)
- **Revenue Sustainability**
 - Can we support the existing or desired LOS

THE PROBLEM

- ▣ Challenges Affecting the General Fund:
 - ▣ Loss of Buying Power
 - ▣ Level of Service/Growth Issues
- ▣ Is the General Fund able to keep up with both inflation and growth?
 - ▣ Understanding the Certified Tax Rate Formula and Truth in Taxation

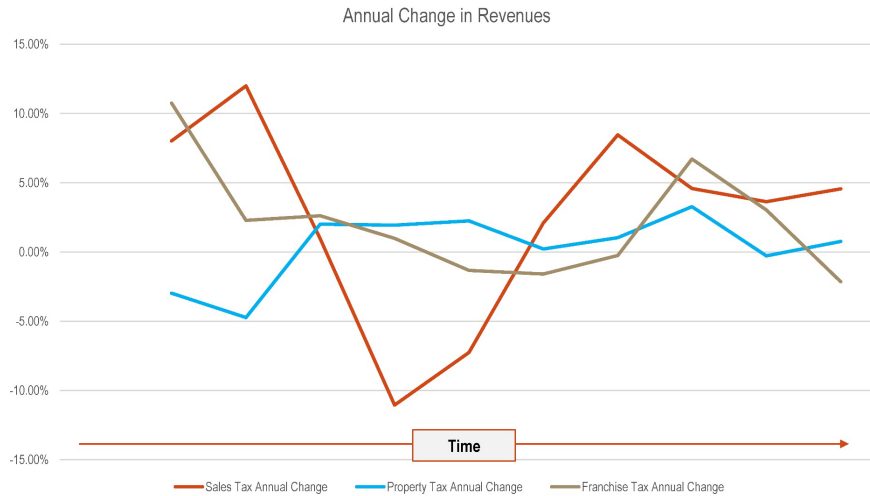
THE PROBLEM

- ▣ Basic Budget Formula:

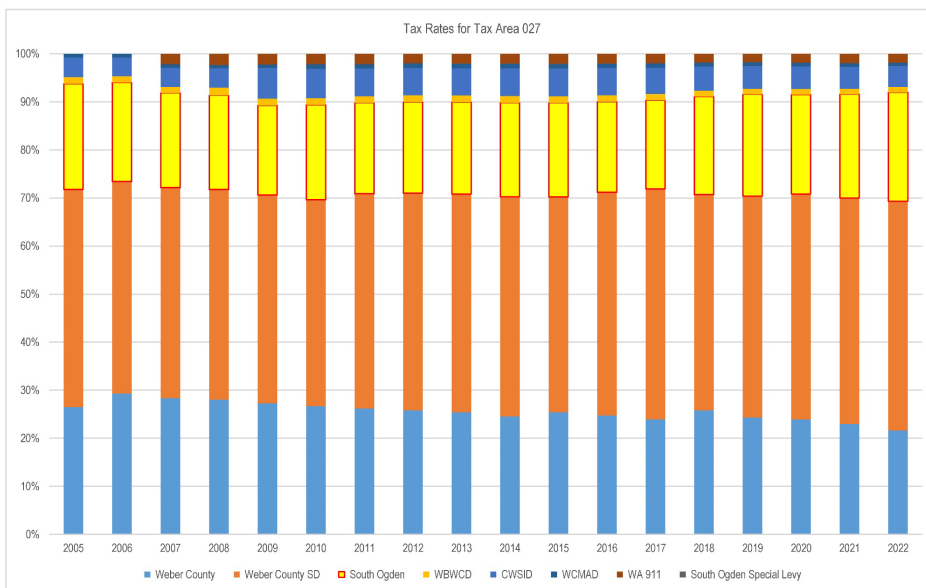
$$\left(\frac{\text{Prior Year Budgeted Revenue}}{\text{(Current Year Assessed Value – CY RDA – CY Adjustments – New Growth)}} \right) = \text{Certified Rate}$$

$$\begin{aligned} & \text{(Certified Rate} \times \text{Certified Value)} \\ & + \\ & \text{(Certified Rate} \times \text{New Growth)} \end{aligned}$$

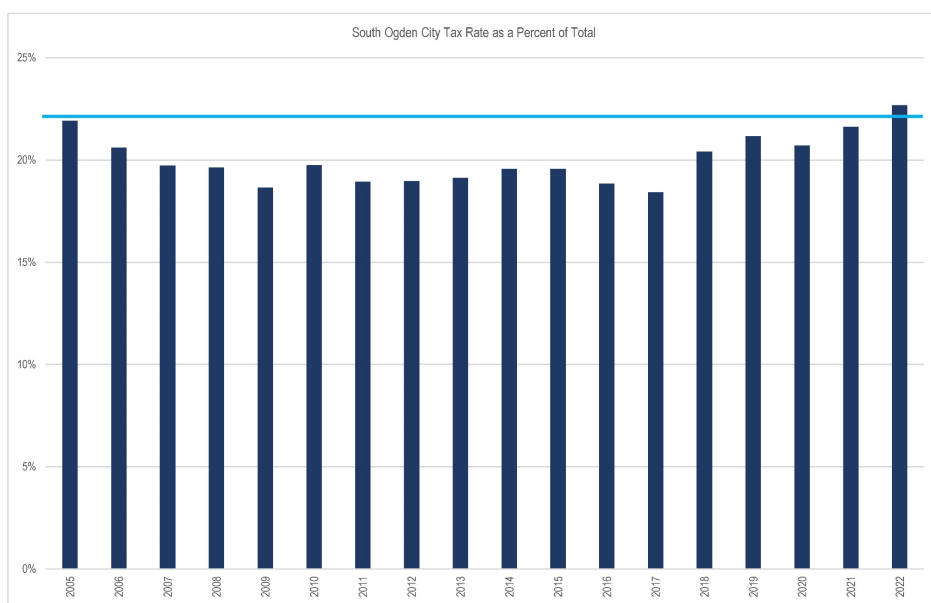
THE PROBLEM



UNDERSTANDING PROPORTIONS



UNDERSTANDING PROPORTIONS



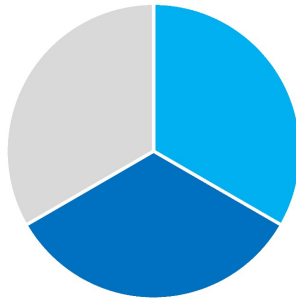
PURPOSE

- ▣ **Proactive Approach to Sustainability**
 - ▣ Evaluate Funding Gaps, Level of Service and Cost Savings
- ▣ **Develop A Solution for Sustainability**
 - ▣ Evaluate Resources We Can Control
 - ▣ Establish a Strategic Action Plan

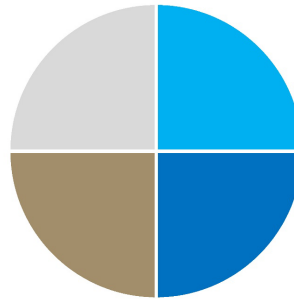
THE PROBLEM

- Cities are the most financially stable over the long-term when they maintain a balanced revenue mix. We refer to this as a 3- or 4-legged stool approach to the revenue mix.

3-LEGGED IDEAL



4-LEGGED IDEAL




PURPOSE

A large, faint, light gray illustration of a stork in flight, carrying a bundle in its beak. The stork is positioned behind the text.

Comprehensive Sustainability Plan

PURPOSE

- ▣ Review Historic GF/Utility Models
 - ▣ Develop or Update Revenue Projections
 - ▣ Develop or Update Expense Forecast
 - ▣ Create Interactive Scenario Tool
 - ▣ Evaluate Tax Impact
- 

CONSIDERATIONS

- ▣ Review Changes in Priorities
 - ▣ Changes in services provided
 - ▣ Changes in LOS
 - ▣ Review Needed Equipment and Vehicle Needs
 - ▣ Review Bonding Scenarios
- 

OUTCOME

- ▣ **Creation of a Decision-Making Tool – Scenario Analysis**
- ▣ **Strategic Plan to Optimize Revenue Generation while Mitigating Unnecessary Costs**
- ▣ **Council/Resident/Staff Driven Plan**
- ▣ **Establish Clear Objectives and Solutions**

TIMELINE

- ▣ **2017 General Fund, Transportation Fee, and Utility Financial Planning**
- ▣ **Updates Completed in 2018, 2019, 2020, 2021**
- ▣ **2022/23 Update – In Process**

Questions

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ATTACHMENT B

Visual Presentation by Jon Andersen



SOUTH OGDEN STORAGE TANKS & CAPACITY

- SOUTH OGDEN CITY HAS APPROXIMATELY 377,502.86 LF OR 71.5 MILES OF WATERLINE
 - WATER LINES ARE COMPRISED OF DUCTILE IRON, STEEL, AND C900 PVC
- SOUTH OGDEN CURRENTLY OWNS AND OPERATES FIVE STORAGE TANKS:
 - 42ND STREET TANK 1,000,000 GALLONS
 - STEEL TANKS 2,000,000 GALLONS (1,000,00 GALLONS EACH)
 - BURCH CREEK TANKS 2,000,000 GALLONS (1,000,00 GALLONS EACH)
 - TOTAL STORAGE 5,000,000 GALLONS
 - STORAGE RESERVOIRS SUPPLEMENT THE SUPPLY FROM THE WATER SYSTEMS SOURCES DURING PEAK DEMAND PERIODS, FIRES AND EMERGENCIES.
 - STORAGE REQUIREMENTS ARE HIGHEST DURING THE SUMMER PEAK DEMAND PERIODS
 - STORAGE REQUIREMENTS FOR FIRES ARE DETERMINED BY THE LARGEST REQUIRED FIRE FLOWS AND EXPECTED DURATION OF THE EVENT
 - EMERGENCY REQUIREMENTS ARE CALCULATED BY A WATER SYSTEMS TOTAL STORAGE VOLUME SHOULD EQUAL OR EXCEED AN AVERAGE DAY DEMAND

RAW WATER COLLECTION

STRONGS CANYON
2022



STRONGS SUMMER
2021



BURCH CREEK GATE



SOUTH OGDEN WATER/ STRONG'S & BURCH CREEK WATER RIGHTS WASHINGTON TERRACE USE



ANNUAL USAGE-TANKS FILLING-PER DAY USAGE

- IN 2021 THE SYSTEM WOULD USE APPROXIMATELY 587,330,135 GALLONS PER YEAR (117.46 TIMES PER YEAR TO FILL ALL 5 RESERVOIRS) 1,609,123.66 GALLONS PER DAY.
- IN 2020 THE SYSTEM WOULD USE APPROXIMATELY 565,661,043 GALLONS PER YEAR (113.13 TIMES PER YEAR TO FILL ALL 5 RESERVOIRS) 1,549,756 GALLONS PER DAY.
- IN 2019 THE SYSTEM WOULD USE APPROXIMATELY 367,247,111 GALLONS PER YEAR (73.45 TIMES PER YEAR TO FILL ALL 5 RESERVOIRS) 1,006,156 GALLONS PER DAY
- 2018 – THE SYSTEM WOULD USE APPROXIMATELY 561,662,852 GALLONS PER YEAR (112.33 TIMES PER YEAR TO FILL ALL 5 RESERVOIRS) 1,538,802 GALLONS PER DAY

CONTRACT WATER & EXCHANGE WATER

- SOUTH OGDEN CITY'S CONTRACT WITH WEBER BASIN IS 785 ACFT OF WATER (255,793,035 GALLONS)(500 ACFT = \$170.09 285 ACFT = \$185.09) (CONTRACT SIGNED 1-26-2001)
- SOUTH OGDEN CITY'S CONTRACT WITH WEBER BASIN WATER IN BURCH CREEK WATER EXCHANGE ROUGHLY 1344.66 ACFT (438,158,806 GALLONS) (CURRENT PRICE PER ACFT \$133.74)
- RETAILED PURCHASE; THIS WATER INCLUDES ANY OTHER WATER REQUIRED BY THE CITY AND IS PURCHASED ON AN AS NEEDED BASIS FOR \$594.70 PER ACRE-FOOT

DEMAND REDUCTION TARGETS

Response Level	Water Shortage Description	Secondary Water	Agricultural Irrigation	M&I Culinary Outdoor Water	M&I Culinary Indoor Water	Total Year 2020 Demand Reduction (AF)
1	Normal	0%	0%	0%	0%	0
2	Advisory	10%	0%	10%	0%	15,000
3	Moderate	20%	20%	20%	5%	47,000
4	Severe	40%	30%	40%	10%	87,000
5	Extreme	60%	40%	60%	10%	123,000
6	Exceptional	95%	70%	95%	25%	208,000

WEBER BASIN WATER
CONSERVANCY DISTRICT

RESTRICTIONS

- DELAYED CHARGING OF SECONDARY IRRIGATION/AGRICULTURAL SYSTEM TO MID-MAY
- ALL NEW LANDSCAPING MUST ADHERE TO THE CURRENT WATER RESTRICTIONS
- ONE DAY A WEEK WATERING OF LAWNS AND GARDENS
- 20 MIN. POP-UP SPRAYS, 40 MIN. ROTORS, 60 MIN. DRIP
- ONE DAY A WEEK HAND WATERING OF ESTABLISHED TREES AND SHRUBS
- NO HOSING DOWN SIDEWALKS OR DRIVEWAYS
- EARLY SHUTOFF OF SECONDARY IRRIGATION/AGRICULTURAL SYSTEM IN MID-SEPTEMBER

WEBER BASIN WATER
CONSERVANCY DISTRICT

RESTRICTION CONTINUED

- CULINARY CONTRACT REDUCTIONS WILL BE A BLEND OF INDOOR/OUTDOOR
- • NEED CITIES TO PROHIBIT WATERING WITH CULINARY WATER IF SECONDARY IS AVAILABLE
- • DROUGHT YEAR RENTAL RATES
- • RESIDENTS ARE ALREADY TELLING US WHERE THEY EXPECT TO SEE CUTS:
- • PRIVATE SWIMMING POOLS
- • CAR WASHES (ESPECIALLY IF NOT RECYCLED)
- • GOLF COURSES
- • BUSINESSES/SCHOOLS/CITY BUILDINGS/CHURCHES NOT FOLLOWING RESTRICTIONS
- • EDUCATION IS KEY



ENFORCEMENT

- WATERING DAYS IF UNMETERED CUSTOMER
- MONDAY – IF ADDRESS ENDS IN 0 OR 2
- TUESDAY – IF ADDRESS ENDS IN 1 OR 3
- WEDNESDAY – IF ADDRESS ENDS IN 4 OR 6
- THURSDAY – IF ADDRESS ENDS IN 5 OR 7
- FRIDAY – IF ADDRESS ENDS IN 8 OR 9
- SATURDAY / SUNDAY – NO WATERING
- 1. NOTIFICATION /WARNING
- 2. \$250 FINE
- 3. \$500 FINE
- 4. \$1,000 FINE, SHUTOFF FOR THE REST OF THE YEAR AND A METER WILL BE INSTALLED
- DISTRICT PERSONNEL WILL BE CONDUCTING ENFORCEMENT PATROLS ON UNMETERED
- RESIDENCES. METER DATA WILL BE ANALYZED FOR METERED RESIDENCES



SOUTH OGDEN RECOMMENDATIONS – PARKS 2022

- WATER PARKS WITH CITY RECREATION ACTIVITIES TO KEEP THEM SAFE FOR PLAY (BUT MINIMUM WATERING)
- WATER OTHER PARKS 1 TIME A WEEK
- CUT GRASS AT A HIGHER LENGTH TO HELP HOLD MOISTURE
- NO SPLASH PAD OR WATER FEATURES AT PARKS
- CULINARY FEES FOR WATER - STRUCTURE IT TO FOLLOW THE STATE OF UTAH DROUGHT CONDITIONS.
- ORDINANCE/CODE/CITY POLICY FOR WATER RESTRICTION ENFORCEMENT ABILITY
(USING CULINARY TO SUPPLEMENT SECONDARY WATERING)

MEASUREMENTS FOR SUCCESS & BEYOND 2022

MEASUREMENTS FOR SUCCESS

- MEET WEBER BASIN WATER CONSERVANCY DISTRICT RECOMMENDATIONS FOR THE DROUGHT CONDITIONS WE ARE IN.
- SHOULD BE ABLE TO USE DATE FROM BILLED VS USAGE

BEYOND 2022

- FUTURE USE OF PARKS
- XERISCAPE,
- MORE EFFICIENT SPRINKLER SYSTEM



OFFICE OF THE CITY RECORDER

May 5, 2022

To Whom It May Concern,


You are receiving this notice because you have been identified as an affected entity or adjacent property owner of the alley located between 38th and 39th Streets and between Ogden and Adams Avenue (see illustration on back) in South Ogden. The City Council is proposing that the City vacate, or give up ownership, of this alley. If the City vacates the alley, ownership of half of the alley will go to the adjacent property owners on the east, and the other half will go to the adjacent property owners on the west. This method of vacating and dividing the alley is in accordance with the laws of the State of Utah.

The South Ogden City Council will hold a public hearing on the proposed vacation of the alley at **6 pm**, or as soon as the agenda permits, during their regular City Council meeting on **May 17, 2022**. The meeting will be located at City Hall, 3950 Adams Ave., in the city council chambers. You are invited to attend and offer comment or respond in writing. The meeting will also be streamed live at www.facebook.com/southogdencity, where public comment will be accepted through the comment feature at the appropriate time.

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.

If you have further questions, please feel free to call me at 801-622-2709.

Sincerely,

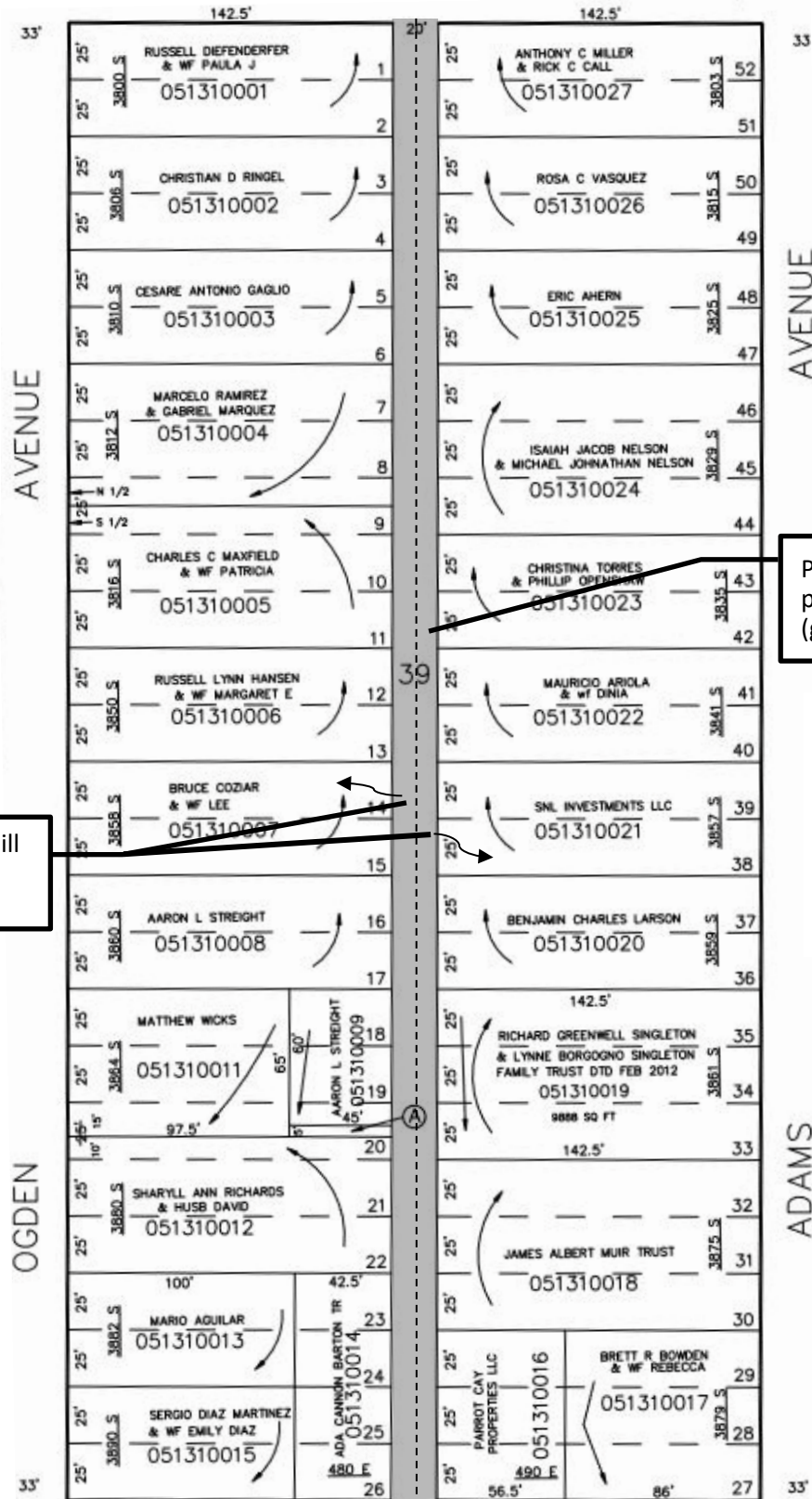

Leesa Kapetanov, CMC
South Ogden City Recorder

E lkapetanov@southogdencity.com
O 801-622-2709
F 801-622-2713

3950 Adams Ave., Ste. 1
South Ogden, UT 84403

southogdencity.com

38th STREET



One-half the alley will go to adjacent property owners.

Portion of alley being proposed for vacation (gray area.)

39th STREET

E lkapetanov@southogdencity.com
 O 801-622-2709
 F 801-622-2713

3950 Adams Ave., Ste. 1
 South Ogden, UT 84403

southogdencity.com

ORDINANCE NO. 22-07

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, VACATING THE ALLEY BETWEEN 38TH AND 39TH STREETS AND BETWEEN OGDEN AND ADAMS AVENUES; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I - RECITALS

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

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

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

WHEREAS, the City Council finds that in conformance with UC Title 10-9a-609.5 it may pass an ordinance to vacate some or all of a public street or municipal utility easement within the City or otherwise manage or dispose of City property; and,

WHEREAS, the City Council finds that in conformance with UC Title 10-9a-609.5, that notice of the intention of the City Council to vacate this alley following a public hearing on the matter has been given as provided in the UC §10-9a-208, or other applicable statute or requirement; and,

WHEREAS, the City Council finds that in conformance with UC Title 10-9a-609.5, that intention of the governing body of the City to vacate the easement described, and the notice required for action on such question has been given by mailing notice to each owner of record of each parcel that is accessed by the alley, mailed to each affected entity, posted on or near the alley in a manner that is calculated to alert the public, published on the South Ogden website, and published on the Utah Public Notice Website; and,

WHEREAS, the City Council finds, and has determined, in conformance with UC Title 10-9a-609.5, there is good cause for vacating the alley described and that the vacating of the alley will not be detrimental to the public interest nor will any person be materially injured by the vacation; and,

WHEREAS, the City Council finds in conformance with UC Title 10-9a-609.5, that either or both of the following shall be recorded in the office of the recorder of Weber County: (a) a plat reflecting the vacation; or (b) a true and accurate copy of this ordinance;

SECTION II - ALLEY VACATED

Now Therefore, Be It Ordained By The City Council Of South Ogden City That The Alley Located Between 38th and 39th Streets and Between Ogden and Adams Avenues, As Shown In Attachment “A”, Should Be, And The Same Is Hereby Vacated And Abandoned Subject Only To The Exceptions As Otherwise Provided Therein.

Be It Further Ordained, That Notwithstanding The City’s Vacation And Relinquishment Of The City's Alley As Described Above, Nothing Herein Shall Be Deemed Or Construed To Act So As To Diminish, Restrict Or Extinguish The Right Of Way And Easements Otherwise Existing Appurtenant To This Vacated Easement, If Any, Of Any Lot Owner Or The City Nor Shall The Franchise Rights Of Any Public Utility Be Impaired Thereby.

Be It Also Ordained, that the foregoing Recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI - DATE OF EFFECT

This Ordinance shall be effective on the 17th day of May, 2022, and after publication or posting and recording of the plat as required by law.

DATED this 17th day of May, 2022.

SOUTH OGDEN, a municipal corporation

Russell Porter, Mayor

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

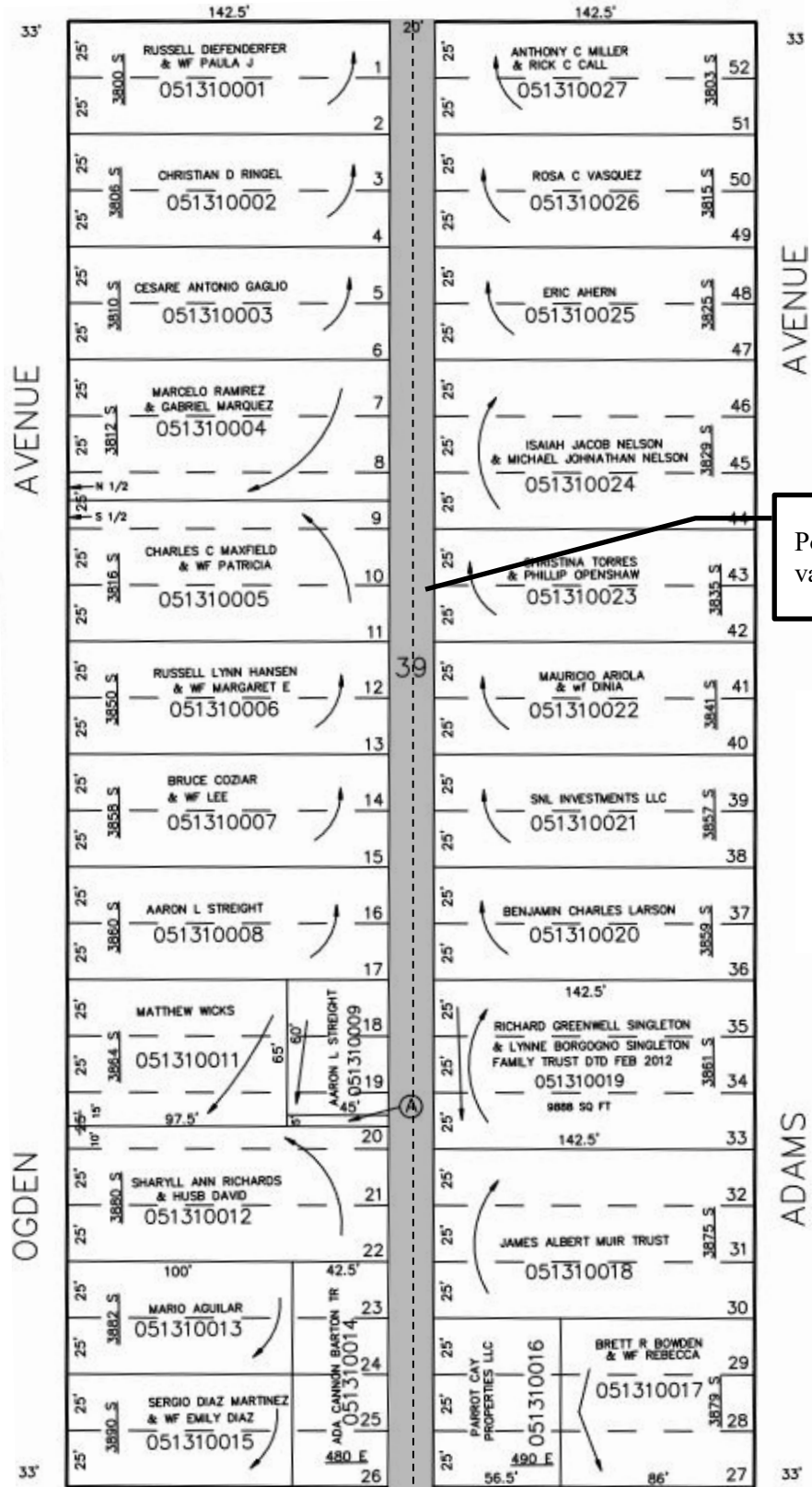
ATTACHMENT “A”

ORDINANCE NO. 22-07

An Ordinance Of South Ogden City, Utah, Vacating The Alley Between 38th
And 39th Streets And Between Ogden And Adams Avenues; And Establishing
An Effective Date.

17 May 22

38th STREET



Portion of alley being vacated (gray area.)

39th STREET

STAFF REPORT



SUBJECT: Fingerprint Fees, defining the term “set”
AUTHOR: Chief Parke
DEPARTMENT: Police
DATE: 5/17/2022

RECOMMENDATION

I recommend the Council define the term “set” in the Fee Schedule Fingerprinting section as “up to three ten-print cards”.

BACKGROUND

South Ogden provides fingerprinting services to the public. The cost for fingerprinting services is established in the city fee schedule. The fee schedule states the cost of fingerprints done by city staff is \$25.00 per set.

ANALYSIS

A “ten-print card” (card) is a document with boxes for one fingerprint from each finger. The ten-print card also states whose prints are applied and who applied them.

The term “set” used in the fee schedule for fingerprinting services is not defined. Defining what a “set” is will clarify the cost for the public and employees.

Most often the public requests fewer than three cards.

SIGNIFICANT IMPACTS

This definition will clarify to city staff and the public what the cost for fingerprinting services is. There will be little if any financial impact.

ATTACHMENTS

None.

ORDINANCE NO. 22-08

ORDINANCE OF SOUTH OGDEN CITY AMENDING THE CITY'S CONSOLIDATED FEE SCHEDULE BY DEFINING FINGERPRINT SETS; MAKING NECESSARY CLERICAL AND ADMINISTRATIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE FOR THESE ACTIONS.

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 City Council finds that certain terms, specifically the term "Set" as related to fingerprints, should be clarified as part of the ongoing management of the City; and,

WHEREAS, the City Council finds it is in the best interest of the citizens of the City to confirm, accept, adopt and implement the results, conclusions and recommendations of the staff by defining the word "Set" for fingerprints, and to make necessary clerical and administrative changes; and,

WHEREAS, the City Council finds that providing this information in the City's Consolidated Fee Schedule is an effective way to make this information available to the public; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires administrative action to be taken by the City; now,

THEREFORE, BE IT ORDAINED by the City of South Ogden that:

SECTION II - AMENDMENT OF THE CITY'S CONSOLIDATED FEE ORDINANCE & FEE SCHEDULE

Based upon the recommendation of responsible city staff, and the City Manager, and the findings of the City Council, the City's Consolidated Fee Schedule is amended to incorporate those changes as discussed above and the same are adopted as a part of, and will constitute their respective part of, the

official fee schedule for South Ogden City shown as **Attachment “A”**, made a part by this reference and as then set out in the full Consolidated Fee Schedule.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

That the above fees, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those 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 17th day of May, 2022, and after publication or posting as required by law.

DATED the 17th day of May, 2022.

SOUTH OGDEN, a municipal
corporation

Mayor Russell Porter

ATTESTED:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 22-08

Ordinance Of South Ogden City Amending The City's Consolidated Fee Schedule By
Defining Fingerprint Sets; Making Necessary Clerical And Administrative Changes; And
Providing An Effective Date For These Actions.

17 May 22

Planning Commission Stipend

	Monthly Base Rate	Per Meeting Attended
Planning Commission Members Shall Be Paid a Monthly Stipend in Two Parts – A Base Rate Plus an Amount for Each Meeting Attended	\$25	\$50

Police Department Fees

Alarm Fees and Fines

Description	Fee/Fine
Alarm Permit Fee	\$50
Third False Alarm Fine	\$50
Fourth False Alarm Fine	\$100
Fifth False Alarm Fine	\$100
Reinstatement Fee (after fifth false alarm)	\$50

Once a reinstatement fee has been paid, the alarm fine cycle begins again at the third false alarm following the reinstatement.

Annual Sex Offender Registry Fee

Description	Fee
Annual Sex Offender Registry Fee ^{bb}	\$25.00
Annual Child Abuse and Child Trafficking Registry Fee ^{cc}	\$25.00

^{bb} Fee added 15 June 10 by Ordinance 10-06

^{cc} Fee added 16 April 19 by Ordinance 19-21

In accordance with UCA §77-36.2.2(6)(a), Police Reports shall be made available to the victim of the crime which forms the basis for the report at no charges (**Added 15 Feb 05**)

Fingerprinting Fee

Fingerprints	\$25 Each Set*
------------------------------	--------------------------------

[* A set is up to three \(3\) ten-print cards.](#)

Records Request (GRAMA) Fee Schedule

Amended 15 May 18 for fingerprint fees

Record	Fee	Additional Information
Police Reports or report-related photocopies or printouts	\$25 for first 25 pages; \$.25 per page for each additional page	
Police Report of case in which requester is listed as a victim of the crime	No charge	
Fingerprints	\$25	Each Set
Police videos, audio recordings, photographs or reports copied to computer disk	\$25 for each disk	Printed photographs or audio transcripts are processed as a police report
Fire Incident Reports	Same as police	
Medical (EMS) Reports	Same as police	
Copy of Court Audio	\$10	Per copy
Processing/Formatting of any records or requests not listed above	First 15 min. free, additional time will be billed at the salary of the lowest paid employee who has the necessary skill and training to perform the request.	As per UCA§63G-2-203
Paper photocopies of any record not listed above	.25 cents per page	This copy fee is in addition to the processing/formatting fee for the record
Delivery of record by electronic means such as email or cloud services	Fee based on the time for processing/ formatting of the record before delivery as described above.	

South Ogden processes requests for records and releases records in accordance with Utah Law § 63G-2-203, the Government Records Access Management Act (GRAMA). Due to potential exposure to computer viruses or other malware, no outside flash drives, discs or similar storage devices are used to deliver records.

REPORT OF ACTION

South Ogden City Planning Commission



MEETING DATE: May 12, 2022
ITEM: Ogden Clinic Development Agreement

LINK: [May 12, 2022 PC Meeting](#)
Time stamps in blue (00:00:00) correspond to the audio recording

BACKGROUND

Ogden Clinic purchased the property where the former Crossroads Fitness was located. Their purpose was to create a campus where all their administrative offices could be located. This included remodeling the existing building and adding an additional building nearby.

ACTION OF PLANNING COMMISSION

The Planning Commission recommended the Development Agreement be forwarded to the City Council with a recommendation to approve with the following conditions:

- That there be four dedicated and 11 shared parking spaces for those wishing to use the trail to access Nature Park
- The parking be available to the public during the hours the park is open (dawn to dusk)
- That some provision be made so the City will always have access through the property to the trail for maintenance purposes. The best way to accomplish will be determined by the City Attorney and then implemented.

CONCERNS RAISED AT PUBLIC HEARING

Comments for the public hearing begin at this time stamp: 00:06:13

The most repeated concerns were “loss of open space”, “don’t want to look at a parking lot from my home”, and “another access will just allow more dogs to poop in the park”.

PLANNING COMMISSION DISCUSSION

00:45:12

MOTION

01:13:43

Commissioner Bruderer moved to approve the Ogden Clinic Development Agreement with the caveat that they provide four dedicated parking stalls and eleven shared stalls and on approval of CCRs for dedicated access to the park. The motion was seconded by Commissioner Pruess. Chair Amos asked if there was any discussion on the motion. Planner Vlasic commented there had been no mention about the hours of use for the parking as discussed by the Commission. **Commissioner Bruderer amended his motion to add that the parking should be available during the open hours of the park. Commissioner Pruess seconded the amended motion. The chair called the vote:**

Commissioner Bradley-	Yes
Commissioner Bruderer-	Yes
Commissioner Howe-	Yes
Commissioner Layton-	Yes
Commissioner Pruess-	Yes

The motion stood.

**DEVELOPMENT AGREEMENT
FOR A PROFESSIONAL OFFICE
SPACE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between South Ogden City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the “City”), and OGDEN CLINIC (hereinafter the “Developer;”) (“Developer” includes successors and/or assigns of OGDEN CLINIC), as follows:

RECITALS

WHEREAS, Developer is desirous of developing an administrative office facility (the “Facility”) on certain real property located in the City of South Ogden, County of Weber, State of Utah and more particularly described on the Site Plan attached hereto as Exhibit A.

WHEREAS, the purpose of this Agreement is to define the development standards, conditions and improvements, schedule for development of the Facility and other terms and conditions pursuant to which the Facility proposed by Developer is to be developed within the City; and

WHEREAS, the City is willing to grant an exception to the current zoning ordinance of the property and to authorize the development of the Facilities proposed by Developer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. GENERAL DESCRIPTION.

A. Area Description. The property upon which the Facilities shall be developed (the “Property”) is located as shown on the site plan which is attached as Exhibit A hereto and incorporated by reference herein.

B. Project Description. The project proposed by Developer is a remodel of an

existing facility and construction of a new facility. Both facilities will be used by Ogden Clinic for general administrative/office use.

2. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Facility (the “Development Standards”), the following in addition to all other applicable City Ordinances, standards and guidelines:

(1) Architecture. Developer shall construct the Facility in similar compliance and conformance with the Architecture as set forth in Exhibit B, project renderings.

(2) Building Placement. City grants an exception to current code by allowing the new building to be placed adjacent to the existing building (currently being remodeled) on the site rather than on the front or corner of the property.

(3) Parking. City grants an exception to current code by allowing parking to be placed in front of the existing and newly developed buildings rather than in the rear of the facilities.

(4) Trail Access. Developer shall provide a paved trail [to the Nature Park as well as and four \(4\) dedicated and eleven \(11\) shared parking spaces](#) ~~(not available during the hours of 7 AM to 6 PM)~~ [available during the hours the park is open \(dawn to dusk\)](#). ~~providing access to the nature park.~~ City shall assume all maintenance responsibilities of access/trail after construction.

Commented [LK1]: These requirements added by the Planning Commission

~~(5) Plaza. City grants an exception to current code by eliminating the required plaza onsite.~~

Commented [LK2]: There is not a plaza requirement for this project.

B. Findings of Compatibility. In adopting the Development Standards identified in Section 2.A, the City hereby expressly finds that the development of the Facility, in conformance with the Development Standards and this Agreement, promotes the creation of a desirable professional office in an appropriate location. The City further finds that the development of the Facility, in conformance with the Development Standards and this Agreement, will not violate the general purpose, goals and objectives of the City Ordinances

and any plans adopted by the Planning Commission and City Council of the City.

Subject to the Developer's performance and compliance with the terms of this Agreement and City Ordinances in effect on the date of this Agreement, Developer's rights to develop the Facility in accordance with the approved site plan, construction drawings and building plans is vested.

C. Developer's Non-Performance. Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within three and one-half (3.5) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

D. Term of Agreement. This DA shall expire on its terms four (4) years from the date of approval and execution by the Parties, unless terminated earlier under another provision of this DA.

Commented [LK3]: This was added by staff in order to comply with city's development agreement requirements found in SOC 11-3-1(G)

3. ON-SITE PROJECT IMPROVEMENTS

Developer shall construct and install all site improvements, including utilities, required for the Facility, at Developer's sole cost and expense, in compliance with approvals, and all applicable ordinances, regulations, standards and status of the City, the secondary water provider as applicable.

4. OFF-SITE PROJECT IMPROVEMENTS

In accordance with applicable standards, Developer shall repair all sidewalks, utilities, and drainage, due to the construction of the on-site improvements.

5. REPRESENTATIONS OF DEVELOPER

A. Authority. Developer hereby represents that is has authority to proceed with the Facility.

B. Ability. Developer represents that it has the ability to proceed with

the development and construction of the Facility.

6. ASSIGNMENT

Developer may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld, upon a showing to the satisfaction of the City that such third party has the financial ability to perform Developer's obligations hereunder.

7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. ATTORNEY'S FEES

In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

9. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

10. CAPTIONS

The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

11. GOVERNING LAW

This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

12. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

13. CONSTRUCTION

As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

14. AUTHORIZATION OF EXECUTION

A. City. The execution of this Agreement by the City has been authorized by the City Council of South Ogden City at a regularly scheduled meeting of that body, pursuant to the notice.

B. Developer. The execution of this Agreement has been duly authorized by the Developer.

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

OGDEN CLINIC

By: _____

TITLE

ATTEST: _____
TITLE

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On the ____ day of _____, 2022, personally appeared before me _____, the signer of the foregoing Development Agreement for OGDEN CLINIC, who duly acknowledged to me that he executed the same for and on behalf of OGDEN CLINIC.

NOTARY PUBLIC

SOUTH OGDEN CITY

By: _____
Mayor

ATTEST: _____
City Recorder

(SEAL)

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On the ____ day of __, 2021, personally appeared before me _____,
and _____, who being by me duly sworn did say, each for himself
and herself that he, the said _____, is the Mayor of South Ogden
City, Weber County, State of Utah and that s/he, the said _____,
is the City Recorder of South Ogden City, and that the within and foregoing
instrument was signed on behalf of the said South Ogden City by authority of the
City Council of South Ogden City and said _____
and _____, each duly acknowledged to me that the said
South Ogden City executed the same and that the seal affixed is the seal of the said
South Ogden City.

NOTARY PUBLIC

ORDINANCE NO. 22-09

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT WITH OGDEN CLINIC FOR THE PROPERTIES LOCATED AT 1378 AND 1394 EAST 6000 SOUTH; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION I - RECITALS:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a zoning ordinance, subdivision ordinance, and general plan; and,

WHEREAS, the City Council finds that the Planning Commission has caused that Development Agreements be allowed as part of the prepared Subdivision Ordinance; and,

WHEREAS, the City Council finds that under Utah Code §10-9a-532, the City Council may lawfully adopt development agreements that have different standards set forth in existing land use regulations if it does so in accordance with the same procedures for enacting a land use regulation, including review and recommendation from the Planning Commission and a public hearing; and,

WHEREAS, the City Council finds that the Planning Commission has reviewed and recommended to the City Council a Development Agreement with Ogden Clinic for development of the proposed property within the municipality; and,

WHEREAS, the City Council finds that the Development Agreement with Ogden Clinic has been subjected to the required public hearing prior to its adoption; and,

WHEREAS, based on the recommendation of the South Ogden City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Development Agreement with Ogden Clinic; and,

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

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

The **Development Agreement** with Ogden Clinic, attached as **Attachment "A"**, and fully incorporated by this reference, is approved and adopted.

The foregoing recitals are fully incorporated herein.

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - SAVINGS CLAUSE:

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

SECTION V - DATE OF EFFECT

This Ordinance will be effective on the 17th day of May, 2022, and after publication or posting as required by law.

DATED the 17th day of May, 2022.

SOUTH OGDEN, a municipal corporation

Mayor Russell Porter

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

ORDINANCE NO. 22-09

An Ordinance Of South Ogden City, Utah, Approving And Adopting A
Development Agreement With Ogden Clinic For The Properties Located At
1378 And 1394 E 6000 S; And Providing For An Effective Date.

17 May 22

**DEVELOPMENT AGREEMENT
FOR A PROFESSIONAL OFFICE
SPACE**

THIS AGREEMENT is made and entered into this _____ day of _____, 2021 by and between South Ogden City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the “City”), and OGDEN CLINIC (hereinafter the “Developer;”) (“Developer” includes successors and/or assigns of OGDEN CLINIC), as follows:

RECITALS

WHEREAS, Developer is desirous of developing an administrative office facility (the “Facility”) on certain real property located in the City of South Ogden, County of Weber, State of Utah and more particularly described on the Site Plan attached hereto as Exhibit A.

WHEREAS, the purpose of this Agreement is to define the development standards, conditions and improvements, schedule for development of the Facility and other terms and conditions pursuant to which the Facility proposed by Developer is to be developed within the City; and

WHEREAS, the City is willing to grant an exception to the current zoning ordinance of the property and to authorize the development of the Facilities proposed by Developer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. GENERAL DESCRIPTION.

A. Area Description. The property upon which the Facilities shall be developed (the “Property”) is located as shown on the site plan which is attached as Exhibit A hereto and incorporated by reference herein.

B. Project Description. The project proposed by Developer is a remodel of an

existing facility and construction of a new facility. Both facilities will be used by Ogden Clinic for general administrative/office use.

2. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Facility (the “Development Standards”), the following in addition to all other applicable City Ordinances, standards and guidelines:

(1) Architecture. Developer shall construct the Facility in similar compliance and conformance with the Architecture as set forth in Exhibit B, project renderings.

(2) Building Placement. City grants an exception to current code by allowing the new building to be placed adjacent to the existing building (currently being remodeled) on the site rather than on the front or corner of the property.

(3) Parking. City grants an exception to current code by allowing parking to be placed in front of the existing and newly developed buildings rather than in the rear of the facilities.

(4) Trail Access. Developer shall provide a paved trail to the Nature Park as well as four (4) dedicated and eleven (11) shared parking spaces available during the hours the park is open (dawn to dusk). City shall assume all maintenance responsibilities of access/trail after construction.

B. Findings of Compatibility. In adopting the Development Standards identified in Section 2.A, the City hereby expressly finds that the development of the Facility, in conformance with the Development Standards and this Agreement, promotes the creation of a desirable professional office in an appropriate location. The City further finds that the development of the Facility, in conformance with the Development Standards and this Agreement, will not violate the general purpose, goals and objectives of the City Ordinances and any plans adopted by the Planning Commission and City Council of the City.

Subject to the Developer's performance and compliance with the terms of this Agreement and City Ordinances in effect on the date of this Agreement, Developer's rights to develop the Facility in accordance with the approved site plan, construction drawings and building plans is vested.

C. Developer's Non-Performance. Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within three and one-half (3.5) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

D. Term of Agreement. This DA shall expire on its terms four (4) years from the date of approval and execution by the Parties, unless terminated earlier under another provision of this DA.

3. ON-SITE PROJECT IMPROVEMENTS

Developer shall construct and install all site improvements, including utilities, required for the Facility, at Developer's sole cost and expense, in compliance with approvals, and all applicable ordinances, regulations, standards and status of the City, the secondary water provider as applicable.

4. OFF-SITE PROJECT IMPROVEMENTS

In accordance with applicable standards, Developer shall repair all sidewalks, utilities, and drainage, due to the construction of the on-site improvements.

5. REPRESENTATIONS OF DEVELOPER

A. Authority. Developer hereby represents that it has authority to proceed with the Facility.

B. Ability. Developer represents that it has the ability to proceed with the development and construction of the Facility.

6. ASSIGNMENT

Developer may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld, upon a showing to the satisfaction of the City that such third party has the financial ability to perform

Developer's obligations hereunder.

7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. ATTORNEY'S FEES

In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

9. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

10. CAPTIONS

The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

11. GOVERNING LAW

This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

12. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

13. CONSTRUCTION

As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

14. AUTHORIZATION OF EXECUTION

A. City. The execution of this Agreement by the City has been authorized by the City Council of South Ogden City at a regularly scheduled meeting of that body, pursuant to the notice.

B. Developer. The execution of this Agreement has been duly authorized by the Developer.

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

OGDEN CLINIC

By: _____

TITLE

ATTEST: _____
TITLE

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On the ____ day of _____, 2022, personally appeared before me _____, the signer of the foregoing Development Agreement for OGDEN CLINIC, who duly acknowledged to me that he executed the same for and on behalf of OGDEN CLINIC.

NOTARY PUBLIC

SOUTH OGDEN CITY

By: _____
Mayor

ATTEST: _____
City Recorder

(SEAL)

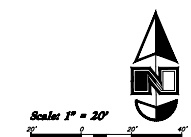
STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On the _____ day of __, 2021, personally appeared before me _____, and _____, who being by me duly sworn did say, each for himself and herself that he, the said _____, is the Mayor of South Ogden City, Weber County, State of Utah and that s/he, the said _____, is the City Recorder of South Ogden City, and that the within and foregoing instrument was signed on behalf of the said South Ogden City by authority of the City Council of South Ogden City and said _____ and _____, each duly acknowledged to me that the said South Ogden City executed the same and that the seal affixed is the seal of the said South Ogden City.

NOTARY PUBLIC

EXHIBT A

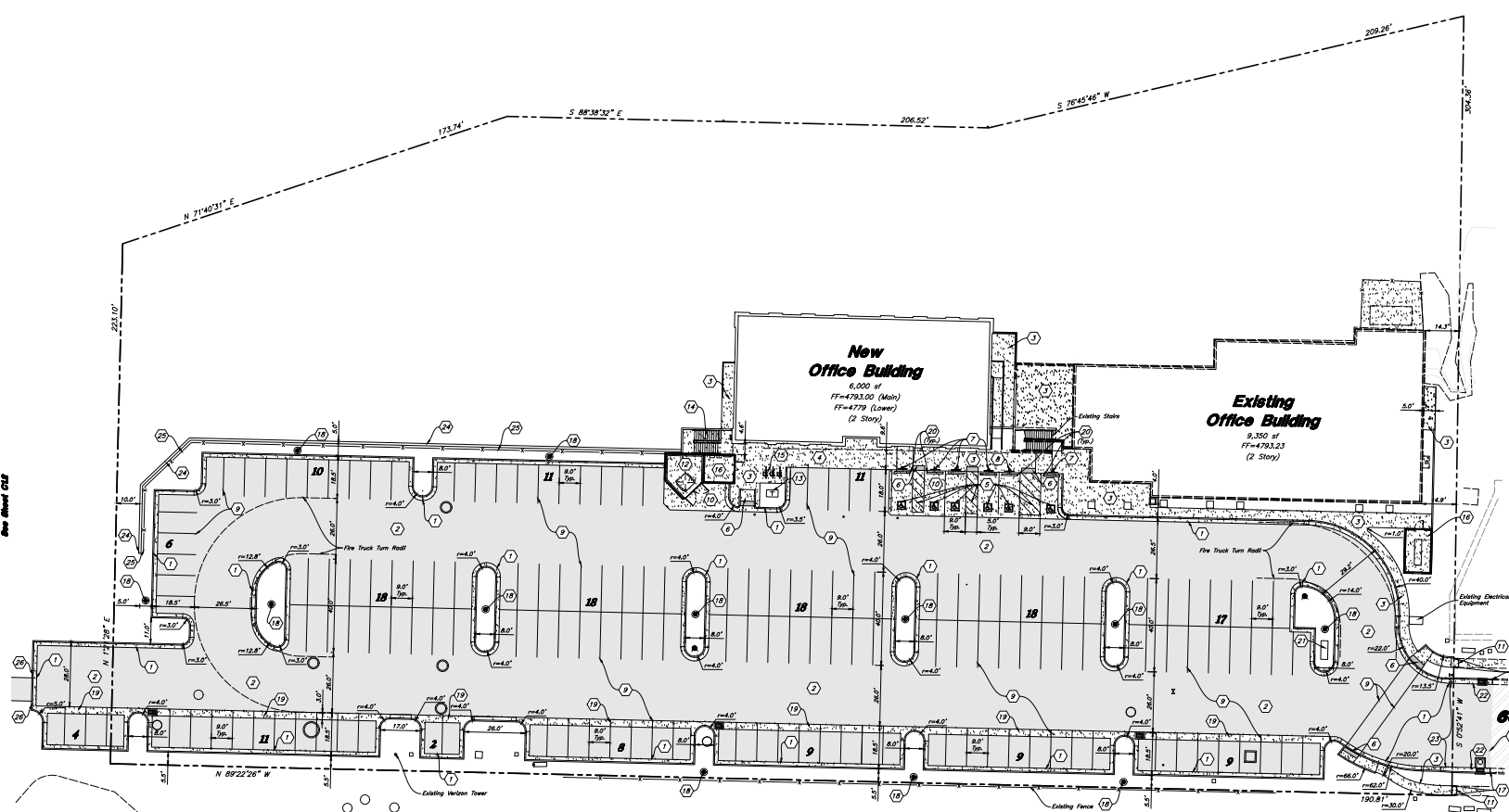
Site Data
Site Area = 162,281 s.f. (3.725 ac.)
Landscape Area Provided = 75,204 s.f. (1.714 ac.)
Impervious Area Provided = 46,927 s.f. (1.064 ac.)
Building Area (Main Level) = 15,350 s.f. (0.350 ac.)
Parking Required = 1/300 s.f. = 52 stalls
Parking Provided = 179 stalls



- Site Construction Notes**
1. Const. 24" Curb & Gutter (See Accessible Details and Notes)
 2. Const. Asphalt Paving (See Accessible Details and Notes)
 3. Const. Conc. Sidewalk (See Accessible Details and Notes)
 4. Const. Thickened Edge Sidewalk (See Accessible Details and Notes)
 5. Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
 6. Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
 7. Const. Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
 8. Const. Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
 9. Const. 4" Min. Right Edge (Typ.) Contractor Shall Provide 18 Min. Thickness
 10. Const. Conc. Paving (See Accessible Details and Notes)
 11. Sawcut; Provide Smooth Clean Edge
 12. Dumpster Enclosure (See Arch. Plans)
 13. Proposed Transformer (See Electrical Plans)
 14. Const. Stone (See Arch. Plans)
 15. Blue Rock
 16. Generator and Enclosure (See Arch. Plans)
 17. Conc. & Match Existing Improvements
 18. Const. 1" Watering (See Electrical Plans)
 19. Const. Concrete Wheel Stop (See Accessible Details and Notes)
 20. Monument Sign
 21. Const. 30" Curb per South Ogden City Code
 22. Transition from 30" to 24" Curb and Gutter over 5'
 23. Retaining Wall (Design by Others)
 24. Const. 42" Block, Vinyl-Coated Chain Link Fence
 25. Const. Curb Transition (See Accessible Details and Notes)

- General Site Notes**
1. All dimensions are to back of curb unless otherwise noted.
 2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
 3. Slope markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
 4. Const. curb transition at points where curb abuts sidewalk, see detail.
 5. Contractor shall place asphalt paving in the direction of vehicle travel where possible.
 6. Limits of demolition/detached areas shown on the plans may not be as exact as shown. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the scope of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

Construction Survey Notes
The Construction Survey Layout for this project will be provided by Anderson Wallen & Associates. The Layout, Proposed and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in their bid. The Survey Layout prepared has been taken out into Building Costs and Site Costs for use in the Site Work Bid Form.



Survey Control Note:
The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wallen & Associates A/S/S Service or Anderson Wallen & Associates Construction Improvement Plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on A/S/S Survey Control Plans or as electronic data provided by Anderson Wallen & Associates. The surveyor shall also use the benchmarks as shown on the plans and verify them against no less than three existing local permanent elevations located on these plans or as electronic data provided by Anderson Wallen & Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

Accessible Note:
Contractor must maintain a running slope on Accessible routes no steeper than 5:8 (1:20). The cross slope for Accessible routes must be no steeper than 5:8 (1:20). Accessible routes must have a minimum clear width of 36". If Grade the plans do not meet this requirement notify Contractor immediately.
The Client, Contractor and Subcontractor shall immediately notify the Consultant of any conditions of the project that they believe do not comply with the current ICC/ANSI A117.1-Latest Edition and/or FAMA.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS
The Contractor agrees that he shall assume sole and complete responsibility for the job site conditions during the course of construction of this project, including safety of all persons and property, that the requirement shall apply, and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, past or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.



EXHIBT B

\\CARPENTER\REV\Computer\Bills\Material\Rev\1300\01 Ogden Clinic - Business Office Bldg - 4-Dwg\01\01.dwg Plot Date: 12/10/21 1:28 PM



SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

EXTERIOR FINISH KEY			
①	1-1/2" THICK EIFS <ul style="list-style-type: none">• DRYVIT - SANDBLAST TEXTURE (OR EQUAL)• COLOR: SHERWIN WILLIAMS - XXX (SW XXXX)	⑩	ALUMINUM STOREFRONT <ul style="list-style-type: none">• KAYNEER ANODIZED ALUMINUM (OR EQUAL)• COLOR: DARK BRONZE (H46)
②	SIMULATED STONE VENEER <ul style="list-style-type: none">• COLOR, STYLE AND TYPE TO MATCH EXISTING ADJACENT BUILDING	⑪	PRE-FINISHED METAL FASCIA / SOFFIT <ul style="list-style-type: none">• MBC1 SIGNATURE® 300 (OR EQUAL)• COLOR: MIDNIGHT BRONZE
③	ASPHALT SHINGLE ROOFING <ul style="list-style-type: none">• 30-YEAR ARCHITECTURAL SHINGLE• COLOR TO MATCH EXISTING ADJACENT BUILDING	⑫	PRE-FINISHED METAL CAP <ul style="list-style-type: none">• MBC1 SIGNATURE® 300 (OR EQUAL)• COLOR: MIDNIGHT BRONZE
④	FOUNDATION WALL <ul style="list-style-type: none">• BOARD FORMED CONCRETE w/ 4X8X3/4" HD FLYWOOD w/ CONE TIES• COLOR: NATURAL GRAY	⑬	PRE-FINISHED METAL GUTTER / DOWNSPOUT <ul style="list-style-type: none">• PRE-FINISHED ALUMINUM GUTTER AND DOWNSPOUT• COLOR: EXTRA DARK BRONZE
⑤	ROUGH SAWN DOUGLAS FIR TRIM / TRUSS <ul style="list-style-type: none">• HEAVY TIMBER (SEE STRUCTURAL)• STAINED AND SEALED: SHERWIN WILLIAMS - HARBOR MIST (SW 3541)	⑭	METAL CANOPY <ul style="list-style-type: none">• MBC1 SIGNATURE® 300 (OR EQUAL)• COLOR: MIDNIGHT BRONZE
⑥	3" THICK EIFS TRIM HEADER <ul style="list-style-type: none">• DRYVIT - SANDBLAST TEXTURE (OR EQUAL)• COLOR: SHERWIN WILLIAMS - GRIFFIN (SW 7026)	⑮	CONCRETE STAIR / LANDING <ul style="list-style-type: none">• PRE-CAST CONCRETE TREADS• COLOR: NATURAL GRAY
⑦	PRE-CAST CONCRETE CAP <ul style="list-style-type: none">• COLOR: NATURAL GRAY	⑯	METAL RAIL <ul style="list-style-type: none">• STEEL PIPE GUARDRAIL / HANDRAIL - PAINTED• COLOR: SHERWIN WILLIAMS - ROCK ONE (SW 7066)
⑧	SIMULATED STONE SILL <ul style="list-style-type: none">• COLOR, STYLE AND TYPE TO MATCH STONE VENEER	⑰	HOLLOW METAL DOOR / FRAME <ul style="list-style-type: none">• PAINTED METAL DOOR / FRAME• COLOR: SHERWIN WILLIAMS - GRIFFIN (SW 7026)

PROJECT
A PROPOSED BUSINESS OFFICE BUILDING FOR
OGDEN CLINIC
1394 EAST 6000 SOUTH STREET
SOUTH OGDEN, UTAH

SHEET TITLE
Exterior Elevations

REVISIONS

PROJECT: 21-020.01
DATE: December 10, 2021
SCALE: As Shown
DRAWN BY: sj
CHECKED: ppm

SHEET
A210

ARCHITECTURE
PLANNING
INTERIORS
CARPENTER STRINGHAM ARCHITECTS LLC
1133 S MONROE PLAZA WAY SUITE D
SANDY UT 84070
TEL 801.890.1092
www.carpenterstringham.com

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NORTH ELEVATION
SCALE: 3/16" = 1'-0"

EXTERIOR FINISH KEY			
①	1-1/2" THICK EIFS <ul style="list-style-type: none">• DRYVIT - SANDBLAST TEXTURE (OR EQUAL)• COLOR: SHERWIN WILLIAMS - XXX (SW XXXX)	⑪	ALUMINUM STOREFRONT <ul style="list-style-type: none">• KAYNEER ANODIZED ALUMINUM (OR EQUAL)• COLOR: DARK BRONZE (H46)
②	SIMULATED STONE VENEER <ul style="list-style-type: none">• COLOR, STYLE AND TYPE TO MATCH EXISTING ADJACENT BUILDING	⑫	PRE-FINISHED METAL FASCIA / SOFFIT <ul style="list-style-type: none">• MBC1 SIGNATURE™ 300 (OR EQUAL)• COLOR: MIDNIGHT BRONZE
③	ASPHALT SHINGLE ROOFING <ul style="list-style-type: none">• 30-YEAR ARCHITECTURAL SHINGLE• COLOR TO MATCH EXISTING ADJACENT BUILDING	⑬	PRE-FINISHED METAL CAP <ul style="list-style-type: none">• MBC1 SIGNATURE™ 300 (OR EQUAL)• COLOR: MIDNIGHT BRONZE
④	FOUNDATION WALL <ul style="list-style-type: none">• BOARD FORMED CONCRETE w/ 4X8X3/4" HD FLYWOOD w/ CONE TIES• COLOR: NATURAL GRAY	⑭	PRE-FINISHED METAL GUTTER / DOWNSPOUT <ul style="list-style-type: none">• PRE-FINISHED ALUMINUM GUTTER AND DOWNSPOUT• COLOR: EXTRA DARK BRONZE
⑤	ROUGH SAWN DOUGLAS FIR TRIM / TRUSS <ul style="list-style-type: none">• HEAVY TIMBER (SEE STRUCTURAL)• STAINED AND SEALED: SHERWIN WILLIAMS - HARBOR MIST (SW 3541)	⑮	METAL CANOPY <ul style="list-style-type: none">• MBC1 SIGNATURE™ 300 (OR EQUAL)• COLOR: MIDNIGHT BRONZE
⑥	3" THICK EIFS TRIM HEADER <ul style="list-style-type: none">• DRYVIT - SANDBLAST TEXTURE (OR EQUAL)• COLOR: SHERWIN WILLIAMS - GRIFFIN (SW 7026)	⑯	CONCRETE STAIR / LANDING <ul style="list-style-type: none">• PRE-CAST CONCRETE TREADS• COLOR: NATURAL GRAY
⑦	PRE-CAST CONCRETE CAP <ul style="list-style-type: none">• COLOR: NATURAL GRAY	⑰	METAL RAIL <ul style="list-style-type: none">• STEEL PIPE GUARDRAIL / HANDRAIL - PAINTED• COLOR: SHERWIN WILLIAMS - IRON ORE (SW 7069)
⑧	SIMULATED STONE SILL <ul style="list-style-type: none">• COLOR, STYLE AND TYPE TO MATCH STONE VENEER	⑱	HOLLOW METAL DOOR / FRAME <ul style="list-style-type: none">• PAINTED METAL DOOR / FRAME• COLOR: SHERWIN WILLIAMS - GRIFFIN (SW 7026)

PROJECT
A PROPOSED BUSINESS OFFICE BUILDING FOR
OGDEN CLINIC
1394 EAST 6000 SOUTH STREET
SOUTH OGDEN, UTAH

SHEET TITLE
Exterior
Elevations

REVISIONS	

PROJECT: 21-020.01
DATE: December 10, 2021
SCALE: As Shown
DRAWN BY: JLD
CHECKED: ppm

SHEET
A211

ARCHITECTURE
PLANNING
INTERIORS
**CARPENTER STRINGHAM
ARCHITECTS LLC**
9133 S MONROE PLAZA WAY SUITE D
SANDY UT 84070
TEL 801.890.1092
www.carpenterstringham.com

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WEST ELEVATION

SCALE: 3/16" = 1'-0"



EAST ELEVATION

SCALE: 3/16" = 1'-0"

EXTERIOR FINISH KEY			
①	1-1/2" THICK EIFS	⑪	ALUMINUM STOREFRONT
	<ul style="list-style-type: none">• DRYVIT - SANDBLAST TEXTURE (OR EQUAL)• COLOR: SHERWIN WILLIAMS - XXX (SW XXXX)	⑫	<ul style="list-style-type: none">• KAWNEER ANODIZED ALUMINUM (OR EQUAL)• COLOR: DARK BRONZE (H46)
②	SIMULATED STONE VENEER	⑬	PRE-FINISHED METAL FASCIA / SOFFIT
	<ul style="list-style-type: none">• COLOR, STYLE AND TYPE TO MATCH EXISTING ADJACENT BUILDING	⑭	<ul style="list-style-type: none">• MBC1 SIGNATURE® 300 (OR EQUAL)• COLOR: MIDNIGHT BRONZE
③	ASPHALT SHINGLE ROOFING	⑮	PRE-FINISHED METAL CAP
	<ul style="list-style-type: none">• 30-YEAR ARCHITECTURAL SHINGLE• COLOR TO MATCH EXISTING ADJACENT BUILDING	⑯	<ul style="list-style-type: none">• MBC1 SIGNATURE® 300 (OR EQUAL)• COLOR: MIDNIGHT BRONZE
④	FOUNDATION WALL	⑰	PRE-FINISHED METAL GUTTER / DOWNSPOUT
	<ul style="list-style-type: none">• BOARD FORMED CONCRETE w/ 4X8X3/4" HDG PLYWOOD w/ CONE TIES• COLOR: NATURAL GRAY	⑱	<ul style="list-style-type: none">• PRE-FINISHED ALUMINUM GUTTER AND DOWNSPOUT• COLOR: EXTRA DARK BRONZE
⑤	ROUGH SAWN DOUGLAS FIR TRIM / TRUSS	⑲	METAL CANOPY
	<ul style="list-style-type: none">• HEAVY TIMBER (SEE STRUCTURAL)• STAINED AND SEALED: SHERWIN WILLIAMS - HARBOR MIST (SW 3541)	⑳	<ul style="list-style-type: none">• MBC1 SIGNATURE® 300 (OR EQUAL)• COLOR: MIDNIGHT BRONZE
⑥	3" THICK EIFS TRIM HEADER	㉑	CONCRETE STAIR / LANDING
	<ul style="list-style-type: none">• DRYVIT - SANDBLAST TEXTURE (OR EQUAL)• COLOR: SHERWIN WILLIAMS - GRIFFIN (SW 7026)	㉒	<ul style="list-style-type: none">• PRE-CAST CONCRETE TREADS• COLOR: NATURAL GRAY
⑦	PRE-CAST CONCRETE CAP	㉓	METAL RAIL
	<ul style="list-style-type: none">• COLOR: NATURAL GRAY	㉔	<ul style="list-style-type: none">• STEEL PIPE GUARDRAIL / HANDRAIL - PAINTED• COLOR: SHERWIN WILLIAMS - ROCK ONE (SW 7069)
⑧	SIMULATED STONE SILL	㉕	HOLLOW METAL DOOR / FRAME
	<ul style="list-style-type: none">• COLOR, STYLE AND TYPE TO MATCH STONE VENEER	㉖	<ul style="list-style-type: none">• PAINTED METAL DOOR / FRAME• COLOR: SHERWIN WILLIAMS - GRIFFIN (SW 7026)

PROJECT
A PROPOSED BUSINESS OFFICE BUILDING FOR
OGDEN CLINIC
1394 EAST 6000 SOUTH STREET
SOUTH OGDEN, UTAH

SHEET TITLE
Exterior
Elevations

REVISIONS

PROJECT: 21-020.01
DATE: December 10, 2021
SCALE: As Shown
DRAWN BY: sj
CHECKED: ppm

SHEET
A212

ARCHITECTURE
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STAFF REPORT



SUBJECT: Club Heights Lights - MUSCO
AUTHOR: Jon Andersen
DEPARTMENT: Parks & Recreation
DATE: 5-3-22

RECOMMENDATION

South Ogden City staff recommend the approval of the Agreement with MUSCO Sports Lighting for the Club Heights Ballfield

BACKGROUND

A few years back South Ogden City allowed AT & T to build a cell tower located at Club Heights Park. When the City was approached and the talks of leasing the ground for the tower, it was decided that instead of paying a monthly fee to pay the City \$180,000.00 up front to replace the ball field lights. AT & T paid the City the \$180,000 and City staff have been working with MUSCO to complete the project. MUSCO has the state contract for ballfield lighting (contract number MA3075). City staff went with Musco not only because of the State of Utah contract but MUSCO has done work for the City in the past with a very satisfactory product.

ANALYSIS

In working with MUSCO the City will upgrade the current system from a overhead power and six pole system to underground power and a four pole system. The new LED sportscluster system with total light control will provide 30 foot-candles infield, 20 footcandles out field. It will have the balltracker technology - targeted- light , optimizing visisblity of the ball in play with no glare in the players typical line-of-sight. Once the agreement is signed it will take 8- 10 weeks for the delivery of the materials.

SIGNIFICANT IMPACTS

Impact of \$190,000.00 to the Parks Budget (1070-551).

ATTACHMENTS

Resolution No. 22-14

A RESOLUTION APPROVING AN AGREEMENT WITH MUSCO SPORTS LIGHTING LLC FOR THE INSTALLATION OF LIGHTS AT CLUB HEIGHTS PARK; AUTHORIZING THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

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

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

WHEREAS, the City Council finds that the baseball field lights at Club Heights Park have long needed replacement; and,

WHEREAS, the City Council finds that an agreement has been made with AT&T for the lease of ground in Club Heights Park for a cell tower in exchange for money for lights at the park; and,

WHEREAS, the City Council finds that the state of Utah has solicited bids for sports field lighting and awarded the bid to Musco Sports Lighting LLC; and,

WHEREAS, the City Council finds that the City is authorized under state law to “piggyback” off this state bid award and execute any required agreement between the City and Musco Sports Lighting LLC; and,

WHEREAS, the City Council finds that Musco Sports Lighting LLC is competent to perform the installation of new lights at the Club Heights ball field contemplated herein; and,

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

WHEREAS, the City Council finds it is in the best interest of the city and its residents to enter into such an agreement with Musco Sports Lighting LLC for the installation of lighting at the Club Heights ball field,

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

The City Council of South Ogden City, State Of Utah, Authorizes And Approves An Agreement With Musco Sports Lighting LLC For Installation of Lights at the Club Heights Ball Field And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said "**Contract Agreement**" (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

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

SECTION 2 - 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 3 - PRIOR RESOLUTIONS:

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

SECTION 4- SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 17th day of May, 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 17th day of May, 2022.**

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 22-14

A Resolution Approving An Agreement With Musco Sports Lighting LLC
For The Installation Of Lights At Club Heights Park; Authorizing The City
Manager To Sign All Necessary Documents; And, Providing For An
Effective Date

17 May 22

Purchase Agreement

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1 st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Holly Bogatzke Email: holly.bogatzke@musco.com Telephone: 641-673-0411 800-825-6020 Ext 3998 Fax: 800-374-6402	2. BUYER NAME AND ADDRESS: City of South Ogden (the "Buyer") 5590 South 600 East South Ogden, UT 84405 Attn: Jon Andersen Email: jandersen@southogdencity.com Telephone: 801-622-2900 Fax: 801-622-2902
3. OWNER NAME AND ADDRESS: City of South Ogden 5590 South 600 East South Ogden, UT 84405 Attn: Jon Anderson Email: jandersen@southogdencity.com Telephone: 801-622-2900 Fax: 801-622-2902	4. SHIPPING NAME AND ADDRESS: Club Heights Park 4150 South Palmer Drive South Ogden, UT 84403 Attn: Shane Douglas Email: sdouglas@southogdencity.com Telephone: 801-622-2900 Fax: 801-622-2902
5. WARRANTY CONTACT: City of South Ogden 5590 South 600 East South Ogden, UT 84405 Attn: Shane Douglas Email: sdouglas@southogdencity.com Telephone: 801-622-2900 Fax: 801-622-2902	6. FACILITY NAME AND ADDRESS: Club Heights Park 4150 South Palmer Drive South Ogden, UT 84403

- 7. EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

Light-Structure System™ Foundation-to-Poletop Lighting System

- 4 – pre-cast concrete bases
- 2 – 60 ft galvanized steel poles
- 2 – 80 ft galvanized steel poles
- Electrical component enclosures
- Pole length wire harnesses
- 10 – Total Light Control™ TLC-LED-1200 factory-aimed and assembled luminaires
- 4 – Total Light Control™ TLC-LED-600 factory-aimed and assembled luminaires
- 2 – Total Light Control™ TLC-LED-400 factory-aimed and assembled luminaires
- 6 – Total Light Control™ TLC-BT-575 factory-aimed and assembled luminaires
- Control-Link® control & monitoring system cabinet
- LED dimming

Built to the following specifications:

- Driver input voltage: ☐ _____
- Phase to pole: ☐ _____ phase
- Structural integrity: based upon IBC 2018, 105mph, Exposure C
- Light level(s): 30 footcandles infield, 20 footcandles outfield

- 8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:

Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.



Purchase Agreement

9. **MUSCO CONTROL-LINK® CONTROL SYSTEM** – Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following:

Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.

10. **MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):

Installation – refer to the Installation Scope of Work in Exhibit A.

11. **CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (the "Warranty")** – Musco shall provide parts, labor, and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment for a period of 25 years on the following terms:

- **Warranty service begins:** On the date of product shipment
- **Expiration date:** 25 years from date of shipment
- **Monitoring, maintenance & control services**
- **Light levels** – as specified in Musco design documents
- **Spill light control** – as specified in Musco design documents
- **Energy consumption:** as specified in Musco design documents

12. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$192,500.00 plus applicable taxes, is payable as follows.

- \$192,500.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Project is being purchased through the following cooperative purchasing agreement:

Utah (contract number MA3075, expiration 12/26/2023)

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment. [This does not prohibit Buyer from taking any legal action available to Buyer to enforce the provisions of this agreement.](#)

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

Purchase Agreement

Date: May 4, 2022

Project Name: Club Heights Park Softball Field

Project #: 151788

- 13. TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

Taxable

Non-Taxable

(Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

- 14. PAYMENT/PERFORMANCE BONDING** – Is there a bond on this project? Yes No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

- 15. DELIVERY** – Normal delivery to the shipping address indicated above is 8 to 10 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

- 16. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

- 17. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.

- 18. LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.



Purchase Agreement

Date: May 4, 2022

Project Name: Club Heights Park Softball Field

Project #: 151788

- 19. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the “Secured Property”). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 20. INSURANCE** – From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.
- 21. DEFAULT** – Each of the following shall constitute a default (“Default”) under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non- occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
- 22. REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer’s premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney’s fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
- 23. FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco’s reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
- 24. EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.
- When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- 25. CONDITIONS OF AGREEMENT**
- a. APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.

Purchase Agreement

Date: May 4, 2022

Project Name: Club Heights Park Softball Field

Project #: 151788

- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

CITY OF SOUTH OGDEN

Acceptance

this _____ day of _____, 20____

Signature

~~Jon Anderson, Public Works Director~~ Matthew J. Dixon, City Manager
Name and Title

MUSCO SPORTS LIGHTING, LLC

Acceptance

this _____ day of _____, 20____

Signature

Name and Title

Please remember to return all pages of this agreement.



Purchase Agreement

Date: May 4, 2022

Project Name: Club Heights Park Softball Field

Project #: 151788

EXHIBIT A.

Club Heights Park Softball Field South Ogden, Utah Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e., water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e., home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required-TBD)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact your local utility for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.



Purchase Agreement

Date: May 4, 2022

Project Name: Club Heights Park Softball Field

Project #: 151788

Demolition:

1. Remove and dispose of the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolish existing foundations to 2 ft (0.6 m) below grade.
3. Leave existing power feed in place for connection to new pole locations.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (4) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (4) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new 200A electrical service panel.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install (1) 48" Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



Resolution No. 22-15

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF INTERLOCAL AGREEMENTS BETWEEN SOUTH OGDEN CITY AND WEBER COUNTY PROVIDING FOR FUNDING FOR RECREATION, ARTS, AND MUNICIPAL PROJECTS UNDER THE "RAMP" TAX PROGRAM; PROVIDING AUTHORITY FOR THE CITY TO ACCEPT AND USE SUCH FUNDS ON BEHALF OF SOUTH OGDEN CITY; AUTHORIZING THE CITY MANAGER TO SIGN SUCH AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1- RECITALS

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

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

WHEREAS, the City Council finds that under the Utah Interlocal Co-operation Act UC §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 contract with one another for joint or cooperative action under the Act; and,

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

WHEREAS, the City Council finds that in conformance with UC §11-13-1, the City may sign Interlocal Cooperation Agreements; and,

WHEREAS, the City Council finds that certain units of local government have agreed to sign various agreements establishing a program and policies to provide funding mechanisms for certain Recreation, Arts, Museum and Parks under the "RAMP" tax program and to provide those and other related services for the City beneficial to the City and other units of local government (the "Agreements"); and,

WHEREAS, the City Council finds the City is entitled under the RAMP program to a certain "entitlement" amount of funding; and,

WHEREAS, the City Council finds that the City has been, or may be, awarded funding under the RAMP "EZ" grant program; and,

WHEREAS, the City Council finds that the City may subsequently be entitled to other funds under various funding categories of the RAMP program not otherwise set out; and,

WHEREAS, the City Council finds that signing and supporting the Agreements is in the best interest of the citizens of South Ogden City and a necessary condition to receiving these RAMP funds; and,

WHEREAS, The RAMP committee has determined that South Ogden City will receive RAMP funds in the amount of \$10,000 for the South Ogden Days Festival, \$383,532 for Friendship Park Playground, and \$48,216 for Heritage Trail; and,

WHEREAS, the City Council finds it will be beneficial to the City to enter a contractual relationship with Weber County 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 City Manager of South Ogden is the chief administrative officer and representative of the City; and,

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

The Governing Body of South Ogden City, State of Utah, authorizes entry into the attached interlocal agreements (**Attachment "A" Exhibits "1" , "2" and "3"** incorporated fully herein) with Weber County for the RAMP funding and grant authorization period for the provision and receipt of funds under each of the RAMP programs; and authorizes the City Manager, or his designee, to sign all contracts, agreements, or other documents necessary to consummate said agreements as such funding becomes available; and, authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to sign such arrangements for the City including any previously signed applications or agreements, if applicable.

The foregoing Recitals are fully incorporated herein.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

or part repealed.

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution and this Resolution being deemed 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 4th day of May 2021, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH**, on this 17th day of May, 2022.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 22-15

A Resolution Approving And Authorizing The Execution Of Interlocal Agreements Between South Ogden City And Weber County Providing For Funding For Recreation, Arts, And Municipal Projects Under The "Ramp" Tax Program; Providing Authority For The City To Accept And Use Such Funds On Behalf Of South Ogden City; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

17 May 22

Exhibit "1"

**RECREATION, ARTS, MUSEUMS AND PARKS
(RAMP) FUNDING AGREEMENT BETWEEN WEBER
COUNTY and SOUTH OGDEN CITY**

THIS AGREEMENT is entered into and made effective the 15th day of March, 2022, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and SOUTH OGDEN CITY, a non-profit organization, located at 3950 Adams Ave., South Ogden, UT 84403, hereinafter referred to as "RECIPIENT."

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "RAMP Tax" Title 34 Chapter 6, Weber County Ordinances; and

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the RAMP funds (hereinafter "Funds") pursuant to state statute, county ordinance, and RAMP policies;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions contained in this Agreement, the parties agree as follows:

**SECTION ONE
RAMP FUND REQUIREMENTS**

1.1 In exchange for receipt of Funds, RECIPIENT agrees to the following uses and limitations of uses for the Funds:

A. Funds shall be expended in compliance with Utah Code Ann. § 59-12-702(4)(a):

"Cultural organization:"

(i) means:

(A) a private nonprofit organization or institution having as its primary purpose the advancement and preservation of:

(I) natural history;

(II) art;

(III) music;

(IV) theater;

(V) dance; or

(VI) cultural arts, including literature, a motion picture, or storytelling;

(B) an administrative unit; and

(ii) (A) a private non-profit organization or institution having as its primary purpose the advancement and preservation of history; or



(B) municipal or county cultural council having as its primary purpose the advancement and preservation of:

- (I) history;
- (II) natural history;
- (III) art;
- (IV) music;
- (V) theater; or
- (VI) dance.

- B. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701. et. seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- C. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, bad debt expense, or items not identified in the RAMP funding application.
- D. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2023. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2023, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Advisory Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Advisory Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.
- E. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to: all playbills, brochures, advertisements, flyers, banners and newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.

- F. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.
- G. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.
- H. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Weber County. RECIPIENT further agrees to inform the COUNTY'S Representative, named hereafter, of such an event and shall provide tickets to the event, without charge, in a number requested by said Representative. Utah Code Ann. § 59-12-705; Weber County Code § 34-6-9.
- I. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Officers' and Employees' Ethics Act. Utah Code Ann. § 67-16-1, et seq.
- J. RECIPIENT agrees that if it is not a "public body" as defined by Utah's Open and Public Meetings Act (Utah Code Ann. § 52-4-1 et. seq.), and because RECIPIENT receives public funds, it will adhere to the spirit of the statute, whenever discussing RAMP funding, by making its board meetings open to the public.

SECTION TWO USE OF FUNDS

- 2.1** All expenditures of Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by the COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, the COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/or causes of action available to COUNTY. Further, COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds received.

- 2.2** If RECIPIENT determines for any reason not to use the Funds specified in its funding application and as approved in this Agreement during the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/function.
- 2.3** If RECIPIENT fails to use its Fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

SECTION THREE CONSIDERATION

- 3.1** Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 34 Chapter 6 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for Funds as follows:

South Ogden Days Festival (Local Arts & Entertainment)..... \$10,000

SECTION FOUR EFFECTIVE DATE

- 4.1** This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2023 or within sixty (60) days of the project completion, whichever occurs earlier.

SECTION FIVE AUDIT

- 5.1** COUNTY reserves the right to audit the use of the RAMP Funds and the accounting for the use of Funds received by RECIPIENT under this Agreement. If such audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.

**SECTION SIX
MAINTENANCE AND AVAILABILITY OF RECORDS**

- 6.1** RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY during regular business hours upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a manner and form approved by the Weber County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. Utah Code Ann. § 63G-2-101 et. seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

**SECTION SEVEN
ASSIGNMENT OR TRANSFER OF FUNDS**

- 7.1** It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

**SECTION EIGHT
INDEPENDENT AGENCY**

- 8.1** It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents, or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents, or employees. The parties agree that the Funds provided to RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S application for Funds and in this Agreement, COUNTY shall have the rights provided it under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

SECTION NINE

INDEMNIFICATION

- 9.1** RECIPIENT agrees to indemnify and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of this Agreement, or, if not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.
- 9.2** COUNTY agrees to indemnify and hold harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.
- 9.3** COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the Utah Governmental Immunity Act (Utah code Ann. § 63G-7-1 et seq.) does not, by the provisions of this paragraph, or any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

SECTION TEN INSURANCE

- 10.1** RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage required is as follows:
- A. General Liability.** Comprehensive general liability insurance (including contractual liability coverage) protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the parties during the parties' relationship engendered by the grant of Funds under this Agreement. Such period of time shall be the term of this Agreement, or if the Funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the parties shall be extended until such time as all said Funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than ONE MILLION (\$1,000,000) per occurrence with a TWO MILLION (\$2,000,000) general policy aggregate.

This policy shall be primary and non-contributory to any other policy(ies) or coverage available to County, whether such coverage be primary, contributing, or excess.

- B. **Workers' Compensation.** Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.
- C. **Waiver of Insurance.** In certain cases the COUNTY may waive the insurance requirement due to the size of the award or the nature of the RECIPIENT. If the insurance requirement is waived, the COUNTY will initial this paragraph: _____.
- D. **Certificate of Insurance.** RECIPIENT shall provide a certificate of all insurances to the COUNTY Representative.

SECTION ELEVEN MISCELLANEOUS

- 11.1 **Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:
 - A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board (Exhibit 1);
 - B. Certificate of Insurance as specified in Section Ten unless otherwise waived.
- 11.2 **Amendments.** This Agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 11.3 **Authorization.** The individuals signing this Agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 11.4 **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 11.5 **Compliance with Laws.** During the time the RECIPIENT is expending the Funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to: laws requiring access

to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.

- 11.6** **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 11.7** **County Representative.** COUNTY hereby appoints Shelly Halacy, or her designee, as the COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary, for RECIPIENT'S performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees, or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.
- 11.8** **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.
- 11.9** **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent for either party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties in accordance with Section 11.2.
- 11.10** **Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.
- 11.11** **Interpretation.** The entire agreement among the parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, Utah Code Ann. 1953, as amended; and Title 34 Chapter 6, Weber County Ordinances, as amended.

11.12 No Officer or Employee Interest. It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation and the funding decision.

11.13 Termination. The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall terminate by delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year recited above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

By _____

Title_____

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

On the ____ day of _____, 2022, personally appeared before me _____
_____ who being by me duly sworn did say that she/he is
the _____ of the SOUTH OGDEN CITY, and that said instrument
was signed in behalf of said corporation by authority of its bylaws, and said person
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

SOUTH OGDEN CITY ARTS AND MUSEUMS

South Ogden Days
R.A.M.P. Grant Application 2022



January 12, 2022





RAMP GRANT APPLICATION 2022

Please Check the Appropriate Type of Grant, Category, and Classification for This Request

See Filing Deadlines on the Back of This Application

TYPE OF GRANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>
Major	Regular
(\$200,000 and up)	(\$2,001 to \$199,999)

GRANT CATEGORY AND CLASSIFICATION	
Parks & Recreation	Arts & Museums
<input type="checkbox"/> Recreational Facility	<input type="checkbox"/> Cultural Facility
	<input checked="" type="checkbox"/> Cultural Organization

ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

South Ogden City

Address	City	State	Zip Code
3950 Adams Ave	South Ogden	UT	84403
Contact Person	Title or Position		
Jamie Healy	Communications & Events Specialist		
Phone No.	Fax No.	Email Address	
801-622-2707	801-622-2713	jhealy@southogdencity.gov	
Alternate Contact Person	Title or Position		
Doug Gailey	Assistant City Manager		
Phone No.	Fax No.	Email Address	
801-622-2727	801622-2713	dgailey@southogden	

Date of Incorporation: July 1936

Federal Tax ID Number: 87-6000282

Please indicate your organization's status. ☐ Nonprofit ☒ Government Agency ☐ Educational Affiliate

If A Government Agency Applying Under Arts & Museums, Do You Have A Separate Cultural Council? Yes ☒ No ☐

PROJECT NAME: South Ogden Days Festival Local Arts and Entertainment	Priority of This Project: <u>3</u> (If you have multiple requests)
---	---

Funds Requested From RAMP: \$ 10,000

Total Cost of Project: \$ 60,000

You must attach a detailed budget for your project, including competitive bids / and/or cost comparisons or your grant may be declared ineligible.

Would You Accept Partial Funding? Yes ☒ No ☐

If An Event, What Is the Date: 6/17/22-6/18/22

Location of Project: Friendship Park 655 E 5500 S

Brief Summary of This Project: (Do not exceed the space in this box)

South Ogden Days is an annual event in Weber County that typically brings participation from over 5,000 community members as well as over a 100 businesses. This grant will support local arts and entertainment that is provided free of charge. Part of the entertainment is "South Ogden's Got Talent" where local artists and entertainers are invited to show off their skills on the main stage. Along with the local talent show, a headlining concert, and fireworks will also be provided. We are working hard to continue Covid-19 safety protocols to ensure the safety of all guests at our 2022 event.

Please Provide the Organization's Official Mission Statement: (Must Comply with RAMP's Primary Purpose)
Dedicated to preserving and enhancing quality of life, and professionally meeting the expectations of residents, businesses, employees and visitors.

Describe How Many People Will Be Affected By This Project and How:
South Ogden Days 2021 had around 5,000 people and we are planning for a similar attendance in 2022 with safety protocols in place. The festival includes multiple cultures and organizations including, but not limited to schools, charities, dance and performance groups, non-profit organizations, area businesses and members of the community in all age and socioeconomic groups.

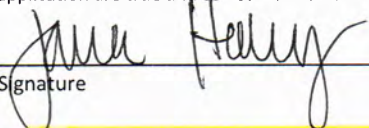
Explain What Funding Resources Your Organization Has:
The majority of the festival entertainment budget comes from South Ogden City's budget for special events. South Ogden also relies on sponsor donations from local businesses and grants to help fund the event's art and cultural performances.

Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:
RAMP banner will be hung in prominent location on the main stage at the festival.
RAMP logo will be featured prominently on the South Ogden Days Website and City Website.
RAMP Logo will be featured in the South Ogden Days publication mailed to 30,000 homes in Weber and Davis County and available South Ogden local businesses.

RAMP applications will not be accepted after the filing deadline and any application that has not met the filing requirements will not be considered. Please make sure you have completed the following before submitting your application: (Check the box to the left of each line to make sure you have complied with each step)

- ☒ Read the information sheet for completing a RAMP application
- ☒ File timely (**Deadline for filing Major & Regular Grants – January 14, 2022. EZ Grants – March 25, 2022**)
- ☒ Complete all areas of the application
- ☐ Attach proof of nonprofit status
- ☒ Provide your organization's mission statement
- ☒ Attach detailed budget for entire project and an explanation of how the RAMP funds will be used
(This would include any matching funds and/or letters of support)
- ☒ **Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- ☒ Sign and date the application
- ☒ Remove the information sheet and charts
- ☒ Submit fifteen (15) copies of the application and supporting documents

I hereby acknowledge that I have read the information sheet attached to this application and that all documents submitted to the RAMP Tax Committee for this application are true and correct to the best of my knowledge. I furthermore acknowledge that I have the authority to bind this organization to the project.


Signature

Communications & Events Specialist
Title

1/11/22
Date

FILING DEADLINE FOR MAJOR GRANTS: January 14, 2022 5:00 pm

FILING DEADLINE FOR REGULAR GRANTS: January 14, 2022 5:00 pm

FILING DEADLINE FOR EZ GRANTS: March 25, 2022 5:00 pm

Completed applications should be filed in the Weber County Commission Office by the date & time listed above.

RAMP Tax Advisory Board
Weber County Commission
2380 Washington Blvd., Suite 360
Ogden, Utah 84401

For more information contact:
Shelly Halacy 801 399-8406 shalacy@WeberCountyUtah.gov
Stacy Skeen 801 399-8403 sskeen@WeberCountyUtah.gov

Rev 11/2020

Itemized Budget



SOUTH OGDEN CITY

South Ogden Days 2022

Name of Entity or Nonprofit Organization

Project Name

Budget Estimate - (How much will your project or event cost and how are funds being generated?)

Project Expense Type	Ramp sss Allocation	Other sss Allocation	Expense Recipient	Funding Source	Notes
Stage Rental, Lighting and Audio		\$ 18,000.00	South Ogden	Young Auto & South Ogden	
Headliner Artist Fee & Lodging	\$ 10,000.00	\$ 20,000.00	South Ogden	RAMP and South Ogden	Costs have increased and we are projecting a higher expense for 2022
Sound Licensing Fee		\$ 750.00	South Ogden	South Ogden	We pay 2 companies each year for music licensing.
Fireworks		\$ 10,000.00	South Ogden	South Ogden	
Cash Prizes Talent Show and Misc		\$ 5,000.00	South Ogden	BCTC	Misc. includes generators, restrooms, etc

Subtotals \$ 10,000.00 \$ 53,750.00

15.69% = Percent of RAMP Contribution

Project Total \$ 63,750.00

84.31% = Percent of APPLICANT Contribution (MATCHING FUNDS)

Project Funds - (What funding sources will be responsible for completing your estimated budget above?)

Funding Source	Ramp sss Allocation	Other sss Allocation	Are Funds Secured/Pending	Funding Type	Notes
South Ogden City		\$ 38,750.00	Secured	Budgeted Expense	
RAMP	\$ 10,000.00		Pending	Grant	
Bonneville Communities That Care		\$ 5,000.00	Secured	Donation	
Sponsorship Young Auto		\$ 10,000.00	Pending	Sponsorship	

Subtotals \$ 10,000.00 \$ 53,750.00

15.69% = Percent of RAMP Contribution

Project Total \$ 63,750.00

84.31% = Percent of APPLICANT Contribution (MATCHING FUNDS)



Contract #: 118101
Issue Date: 4/27/2021
Agent: Victoria Gordon

Agreement made this date, Tuesday, April 27, 2021 by and between The National Parks, LLC (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: The National Parks
BILLING: 100% Festival
DATE(S): Saturday, June 19, 2021

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

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

Gross Potential \$0.00
Net Potential \$0.00

DEAL: \$20,000.00 Flat Guarantee.

ADD'L PROVISIONS: Artist to use in-house sound & lights.
RADIUS: 200 miles / 90 days prior to the performance date.
MEET AND GREET: 30 attendees, before the performance
MARKETING:
Social Media Posts on City Platforms
Newsletter to residents of South Ogden
No radio, No TV
They will advertise in the local Ogden Standard Examiner newspaper
No need for phoners
The city would like to do a Zoom interview with the band for social media

WLKOUT PTNTL: \$20,000.00

ANNOUNCE DATE: To Be Determined
ON SALE DATE: To Be Determined
MERCH: 80/20% Soft Goods; 90/10% CD'S/DVD'S. Venue sells
SCHEDULE: Load In Per Advance The National Parks 8:45 pm, 75 minute set
Sound Check Per Advance
Doors TBD
Show TBD

CONTRACT DUE: Wednesday, May 19, 2021

PAYMENTS: \$10,000.00 USD deposit payable by Wire Transfer/ACH/Cashier's Check to APA, due no later than Wednesday, May 19, 2021
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

**UPSTAGE CREW SERVICES, Inc., DBA
UPSTAGE RENTALS**

P.O. Box 426
Hooper, UT 84315
+1 8017793030
invoices@upstagecrews.com
www.upstage-rentals.com



Estimate

ADDRESS

Jamie Healy
South Ogden City

ESTIMATE # 2123

DATE 03/22/2021

DATE	ACTIVITY	HOURS/QTY	RATE	AMOUNT
06/19/2021	Friendship Park in South Ogden, June 19th, 2021.			
06/19/2021	Stage:SL-100 SL100 Includes: 8x8 Wings SL/SR, Wind Walls, 2 Set of Stairs, 1-12ft Ramp. We can add decks to expand the stage beyond this. If we need significantly larger we have 2 larger stage sizes at an additional charge.	1	2,500.00	2,500.00
06/19/2021	Rental Rental of concert sound system with amps, monitors, mic stands. Etc	1	5,000.00	5,000.00
06/19/2021	Rental Concert stage light package including: LED wash lights, moving heads, blinders.	1	6,500.00	6,500.00
06/19/2021	Rental Generator	1	600.00	600.00
06/19/2021	Rental Additional items for the talent show: Keyboard etc.	1	1,000.00	1,000.00
06/19/2021	Corporate:Stagehand Labor to install and strike stage and equipment	1	750.00	750.00
06/19/2021	Corporate:Light Tech Lighting Tech Day Rate	1	750.00	750.00
06/19/2021	Sound:System Tech Sound Tech Day Rate	1	750.00	750.00
06/19/2021	Rentals:Backline Backline	1	1,000.00	1,000.00
06/19/2021	Upstage can also provide: Event flooring, bike rack, tents, tables, etc.			

This is only an estimate. Other rental or labor charges may apply based on your production schedule. Please Note: Upstage Crew Services, Inc. Charges an Admin/Payroll Fee to all Labor Invoices

SUBTOTAL	18,850.00
DISCOUNT 20%	-3,770.00
TOTAL	\$15,080.00

South Ogden City 2021, 2022, 2023

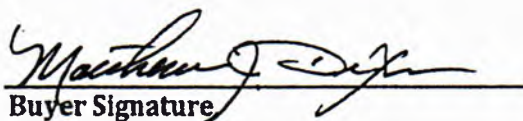
3rd Saturday in June each year

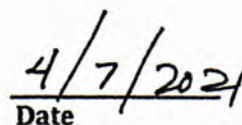
Jaime Healy 801-622-2707
3950 So. Adams Ave. South Ogden, Utah 84403

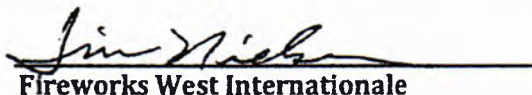
Type of Display	Electric Fire by Fireworks West
TOTAL FINALE SHELL COUNT	190
TOTAL PREMIUM AERIAL SHELL COUNT	414
TOTAL BARRAGE EFFECTS COUNT	1200
GRAND TOTAL SHELL AND EFFECT COUNT	1804
<hr/>	
SHOW VALUE	\$12,211.60
DISCOUNT	\$2,211.60
<hr/>	
FINAL COST	\$10,000.00

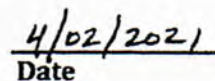
3 Year Contract with 50 % deposit due upon execution of contract.

Cancellation due to Covid Pandemic will extend contract an additional year to allow three shows under contract.


Buyer Signature


Date


Fireworks West Internationale


Date

Sponsor agrees to procure and furnish a suitable place to display the said fireworks, and to secure all police, fire, local and state permits, and to arrange for any security bonds as required by law in their community when necessary, and agrees to furnish necessary police, fire and sponsor's protection, for proper crowd control, auto parking and proper supervision in clearing of debris after the display. Buyer agrees to comply with NFPA safety standards. This order is subject to acceptance by Fireworks West Internationale. This merchandise is sold upon the condition that the buyer indemnify the seller from any civil action occasioned from the handling, storage, use or sale of the merchandise, including court costs and attorney fees. Late fees of 2% per month carrying charge, \$50 minimum, will be assessed on all past due accounts, buyer agrees to pay all collection costs.



PO Box 294 Logan, UT 84323

435-753-2070 Office

www.fireworkswestint.com

435-753-0833 Fax

LOCAL GOVERNMENT ENTITIES (continued): *(Please complete form in its entirety.)***SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys**Report Year: _____ Annual License Fee: \$390.00 *(Due within 30 days of Renewal Date.)*

Total Fees Reported From Any or All of Schedules A, B or C: \$ _____

Base Licensee Fees accompanied by a completed Report Form are due and payable within 30 days of the License Agreement's renewal date.
The Report along with payment may be mailed to the ASCAP address below.

Contact Person: _____ / _____
(Please print Contact's Name.) (Please print Contact's Title.)

Phone No.: (____) _____ Fax No.: (____) _____ Email: _____ Website: _____

I certify that the above information is true and correct. Signature: _____

Dated: _____ (Please print Name and Title of Signature name above.)

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)

Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

12/20/2010 F0166_0122



Account No.: 500707383

City Of South Ogden, UT
3950 Adams Ave Ste 1
Ogden, UT 84403-2114

ASCAP
Account Services
P. O. Box 331608-7515,
Nashville, TN 37203-9998

IMLA

Exhibit "2"

**RECREATION, ARTS, MUSEUMS AND PARKS
(RAMP) FUNDING AGREEMENT BETWEEN WEBER
COUNTY and SOUTH OGDEN CITY**

THIS AGREEMENT is entered into and made effective the 15th day of March, 2022, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and SOUTH OGDEN CITY, located at 3950 S. Adams Avenue, S. Ogden, UT 84403, hereinafter referred to as "RECIPIENT."

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "RAMP Tax" Title 34 Chapter 6, Weber County Ordinances; and

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the RAMP funds (hereinafter "Funds") pursuant to state statute, county ordinance, and RAMP policies;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions contained in this Agreement, the parties agree as follows:

**SECTION ONE
RAMP FUND REQUIREMENTS**

- 1.1** A. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701. et seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- B. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, bad debt expense, or items not identified in the RAMP funding application.
- C. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2023. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2023,



RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Advisory Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Advisory Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.

- D. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to all playbills, brochures, advertisements, flyers, banners and newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.
- E. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.
- F. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.
- G. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Weber County. RECIPIENT further agrees to inform the COUNTY'S Representative, named hereafter, of such an event and shall provide tickets to the event, without charge, in a number requested by said Representative. Utah Code Ann. § 59-12-705; Weber County Code § 34-6-9.
- H. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Officers' and Employees' Ethics Act. Utah Code Ann. § 67-16-1, et. seq.
- I. RECIPIENT agrees to comply with the applicable provisions of the Utah Open and Public Meetings Act (Utah Code Ann. § 52-4-1 et. seq.) whenever discussing RAMP funds.

**SECTION TWO
USE OF FUNDS**

- 2.1** All expenditures of Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by the COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, the COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/or causes of action available to COUNTY. Further, COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds received.
- 2.2** If RECIPIENT determines for any reason not to use the Funds specified in its funding application and as approved in this Agreement during the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/function.
- 2.3** If RECIPIENT fails to use its Fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

**SECTION THREE
CONSIDERATION**

- 3.1** Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 34 Chapter 6 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for Funds as follows:

Friendship Park Playground Project\$383,532

**SECTION FOUR
EFFECTIVE DATE**

- 4.1** This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2023 or within sixty (60) days of the project completion, whichever occurs earlier.

**SECTION FIVE
AUDIT**

- 5.1** COUNTY reserves the right to audit the use of the RAMP Funds and the accounting for the use of Funds received by RECIPIENT under this Agreement. If such audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.

**SECTION SIX
MAINTENANCE AND AVAILABILITY OF RECORDS**

- 6.1** RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY during regular business hours upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a manner and form approved by the Weber County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. Utah Code Ann. § 63G-2-101 et seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

**SECTION SEVEN
ASSIGNMENT OR TRANSFER OF FUNDS**

- 7.1** It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

SECTION EIGHT INDEPENDENT AGENCY

- 8.1** It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents, or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents, or employees. The parties agree that the Funds provided to RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S application for Funds and in this Agreement, COUNTY shall have the rights provided it under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

SECTION NINE INDEMNIFICATION

- 9.1** RECIPIENT agrees to indemnify and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of this Agreement, or, if not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.
- 9.2** COUNTY agrees to indemnify and hold harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.
- 9.3** COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the Utah Governmental Immunity Act (Utah code Ann. § 63G-7-1 et seq.) does not, by the provisions of this paragraph, or any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

SECTION TEN INSURANCE

10.1 RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage required is as follows:

- A. General Liability.** Comprehensive general liability insurance (including contractual liability coverage) protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the parties during the parties' relationship engendered by the grant of Funds under this Agreement. Such period of time shall be the term of this Agreement, or if the Funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the parties shall be extended until such time as all said Funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than ONE MILLION (\$1,000,000) per occurrence with a TWO MILLION (\$2,000,000) general policy aggregate. This policy shall be primary and non-contributory to any other policy(ies) or coverage available to County, whether such coverage be primary, contributing, or excess.
- B. Workers' Compensation.** Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.
- C. Waiver of Insurance.** In certain cases the COUNTY may waive the insurance requirement due to the size of the award or the nature of the RECIPIENT. If the insurance requirement is waived, the COUNTY will initial this paragraph: _____.
- D. Certificate of Insurance.** RECIPIENT shall provide a certificate of all insurances to the COUNTY Representative.

SECTION ELEVEN MISCELLANEOUS

- 11.1 Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:
- A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board (Exhibit 1);
 - B. Certificate of Insurance as specified in Section Ten unless otherwise waived.
- 11.2 Amendments.** This Agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 11.3 Authorization.** The individuals signing this Agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 11.4 Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 11.5 Compliance with Laws.** During the time the RECIPIENT is expending the Funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to: laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.
- 11.6 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 11.7 County Representative.** COUNTY hereby appoints Shelly Halacy, or her designee, as the COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary, for RECIPIENT'S performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of

RECIPIENT'S officers, agents or employees, or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.

- 11.8** **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.
- 11.9** **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent for either party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties in accordance with Section 11.2.
- 11.10** **Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.
- 11.11** **Interpretation.** The entire agreement among the parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, Utah Code Ann. 1953, as amended; and Title 34 Chapter 6, Weber County Ordinances, as amended.
- 11.12** **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation and the funding decision.
- 11.13** **Termination.** The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall terminate by delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement. The rights and

remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year recited above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

By _____

Title _____

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

On the ____ day of _____, 2022, personally appeared before me _____
_____ who being by me duly sworn did say that she/he is
the _____ of the SOUTH OGDEN CITY, and that said instrument
was signed in behalf of said corporation by authority of its bylaws, and said person
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

SOUTH OGDEN CITY

PARKS AND RECREATION

South Ogden City
Friendship Park Playground
RAMP Grant Application 2022



January 12, 2022





RAMP GRANT APPLICATION 2022

Please Check the Appropriate Type of Grant, Category, and Classification for This Request

See Filing Deadlines on the Back of This Application

TYPE OF GRANT	
<input checked="" type="checkbox"/> Major (\$200,000 and up)	<input type="checkbox"/> Regular (\$2,001 to \$199,999)

GRANT CATEGORY AND CLASSIFICATION	
Parks & Recreation <input checked="" type="checkbox"/> Recreational Facility	Arts & Museums <input type="checkbox"/> Cultural Facility <input type="checkbox"/> Cultural Organization

ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

South Ogden City

Address	City	State	Zip Code
3950 S. Adams Ave. STE #1	So. Ogden	Utah	84403
Contact Person	Title or Position		
Matthew J. Dixon	City Manager		
Phone No.	Fax No.	Email Address	
801-622-2702	801-622-2713	mdixon@southogdencity.gov	
Alternate Contact Person	Title or Position		
Jon Andersen	Director Of Public Services		
Phone No.	Fax No.	Email Address	
801-622-2903	801-622-2902	Jandersen@southogdencity.gov	

Date of Incorporation: July 1936

Federal Tax ID Number: 12391277-002-STC

Please indicate your organization's status. ☐ Nonprofit ☒ Government Agency ☐ Educational Affiliate

If A Government Agency Applying Under Arts & Museums, Do You Have A Separate Cultural Council? Yes ☒ No ☐

PROJECT NAME: Friendship Park Playground Project

Priority of This Project: 1
(If you have multiple requests)

Funds Requested From RAMP: \$ 383,532.00

Total Cost of Project: \$ 558,278.40

You must attach a detailed budget for your project, including competitive bids / and/or cost comparisons or your grant may be declared ineligible.

Would You Accept Partial Funding? Yes ☒ No ☐

If An Event, What Is the Date: N/A

Location of Project: 5500 S. 650 E

Brief Summary of This Project: (Do not exceed the space in this box)

South Ogden has been in the process of developing new parks and upgrading the current parks system over the last few years. This project will replace a playground that was original installed in 1996. the current play ground is not ADA standards. The new play ground will not only improve the play structure itself but will add four banks of swings and much of the structure will meet ADA standards. The project will also have the playground excavated in to the ground to make it more accessible for all to enjoy. Friendship Park is approximately 11 acres of area, it has two baseball fields, one softball field, a soccer field and a football field. This park is South Ogden's most used park for recreation activity's. The Recreation programs support the surrounding communities for all of the above programs throughout the year. South Ogden combines it's leagues with Washington Terrace, Riverdale, Ogden City, Huntsville and South Weber. The installation of the playground will serve the needs and desires of the local and regional community, while supporting the vision of the local community as expressed in recent surveys. H.Guy Child Elementary School is located adjacent to the park and frequently use the facilitates at this park. The school has kindergarten to 6th grade age children at this site.

Please Provide the Organization's Official Mission Statement: (Must Comply with RAMP's Primary Purpose)
South Ogden City is dedicated to preserving and enhancing quality of life and professionally meeting the expectations of residents, businesses, employees and visitors

Describe How Many People Will Be Affected By This Project and How:
While the installation of the new playground structure and swings will meet the needs of the local neighborhood and community, it will be a draw for youth as they come and participate in the recreation activities through out the year. This park has a pavilion used on a regular basis for family reunions, work parties and is the location of South Ogden Days which draws people from all over the community.

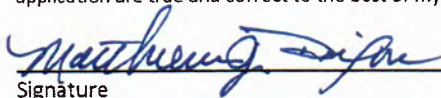
Explain What Funding Resources Your Organization Has:
South Ogden is requesting RAMP Funding in the amount of \$383,582.00, South Ogden is going to utilize general funds and park impact fees to pay the additional \$174,746.40 for a total of \$558,278.40 to complete this project

Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:
Ramp signs will be located on various pieces of equipment and playground poles throughout the project. The RAMP logo will also be located on the playground information/instructional signage that will be in the playground area

RAMP applications will not be accepted after the filing deadline and any application that has not met the filing requirements will not be considered. Please make sure you have completed the following before submitting your application: (Check the box to the left of each line to make sure you have complied with each step)

- ☒ Read the information sheet for completing a RAMP application
- ☒ File timely **(Deadline for filing Major & Regular Grants – January 14, 2022. EZ Grants – March 25, 2022)**
- ☐ Complete all areas of the application
- ☒ Attach proof of nonprofit status
- ☒ Provide your organization's mission statement
- ☒ Attach detailed budget for entire project and an explanation of how the RAMP funds will be used
(This would include any matching funds and/or letters of support)
- ☒ **Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- ☒ Sign and date the application
- ☒ Remove the information sheet and charts
- ☒ Submit fifteen (15) copies of the application and supporting documents

I hereby acknowledge that I have read the information sheet attached to this application and that all documents submitted to the RAMP Tax Committee for this application are true and correct to the best of my knowledge. I furthermore acknowledge that I have the authority to bind this organization to the project.


Signature

City Manager
Title

1/12/2022
Date

FILING DEADLINE FOR MAJOR GRANTS: January 14, 2022 5:00 pm

FILING DEADLINE FOR REGULAR GRANTS: January 14, 2022 5:00 pm

FILING DEADLINE FOR EZ GRANTS: March 25, 2022 5:00 pm

Completed applications should be filed in the Weber County Commission Office by the date & time listed above.

RAMP Tax Advisory Board
Weber County Commission
2380 Washington Blvd., Suite 360
Ogden, Utah 84401

For more information contact:
Shelly Halacy 801 399-8406 shalacy@WeberCountyUtah.gov
Stacy Skeen 801 399-8403 sskeen@WeberCountyUtah.gov

Rev 11/2020

Friendship Park RAMP Grant Budget Breakdown

Total Fund Source: \$558,278.40

Grant/RAMP: \$383,532.00

South Ogden City: \$174,746.40 in kind & cash contributions

Funded By	Description	ESTIMATED AMOUNT of project description
RAMP	Playground Equipment	\$197,914.00
RAMP	Playground Installation	\$46,396.00
RAMP	Rubber Surfacing	\$112,179.00
RAMP	Freight and Mobilization	\$8,400.00
RAMP	Surfacing Preparation	\$18,643.00
South Ogden City	Site Preparation	\$7,500.00
South Ogden City	Excavation and Removal	\$13,500.00
South Ogden City	Road Base	\$18,200.00
South Ogden City	Concrete Sidewalk	\$30,000.00
South Ogden City	ADA Ramp	\$2,500.00
South Ogden City	Landscaping and Sprinklers	\$10,000.00
South Ogden City	Engineering	\$93,046.40
	Total Contributions	\$558,278.4
South Ogden City	Total Contributions	\$174,746.40
RAMP	TOTAL REQUEST	\$383,532.00



Friendship Park - Playground

South Ogden City

Engineer's Estimate

Description	Quantity	Unit	Unit Price	Amount
Playground:				
1 New Playground Equipment (Playworld)	1	L.S.	\$197,914.00	\$197,914.00
2 Installation of New Playground	1	L.S.	\$46,396.00	\$46,396.00
3 Rubber Surfacing (Pour in Place)	1	L.S.	\$112,179.00	\$112,179.00
4 Pour in Place prep for Surfacing	1	L.S.	\$18,643.00	\$18,643.00
4 Freight and Mobilization	1	L.S.	\$8,400.00	\$8,400.00
Playground Total				\$383,532.00

Site Work:

1 Site Preparation	1	L.S.	\$7,500.00	\$7,500.00
2 Excavation and Removal	750	C.Y.	\$18.00	\$13,500.00
3 Road Base	650	Tons	\$28.00	\$18,200.00
4 Concrete Sidewalk	600	L.F.	\$50.00	\$30,000.00
5 ADA Ramp	1	Each	\$2,500.00	\$2,500.00
6 Landscaping and Sprinkler Repair	2,000	L.S.	\$5.00	\$10,000.00
Site Work Total				\$81,700.00

Sub-Total

\$465,232.00

Construction Management, Engineering and Contingency

20%

\$93,046.40

Total Construction Cost

\$558,278.40



Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

QUOTE

Date	Quote #
01/10/2022	14146
Exp. Date	
	03/31/2022

Shipping Address

South Ogden City
3950 S. Adams Avenue, Ste. 1
South Ogden, UT 84403

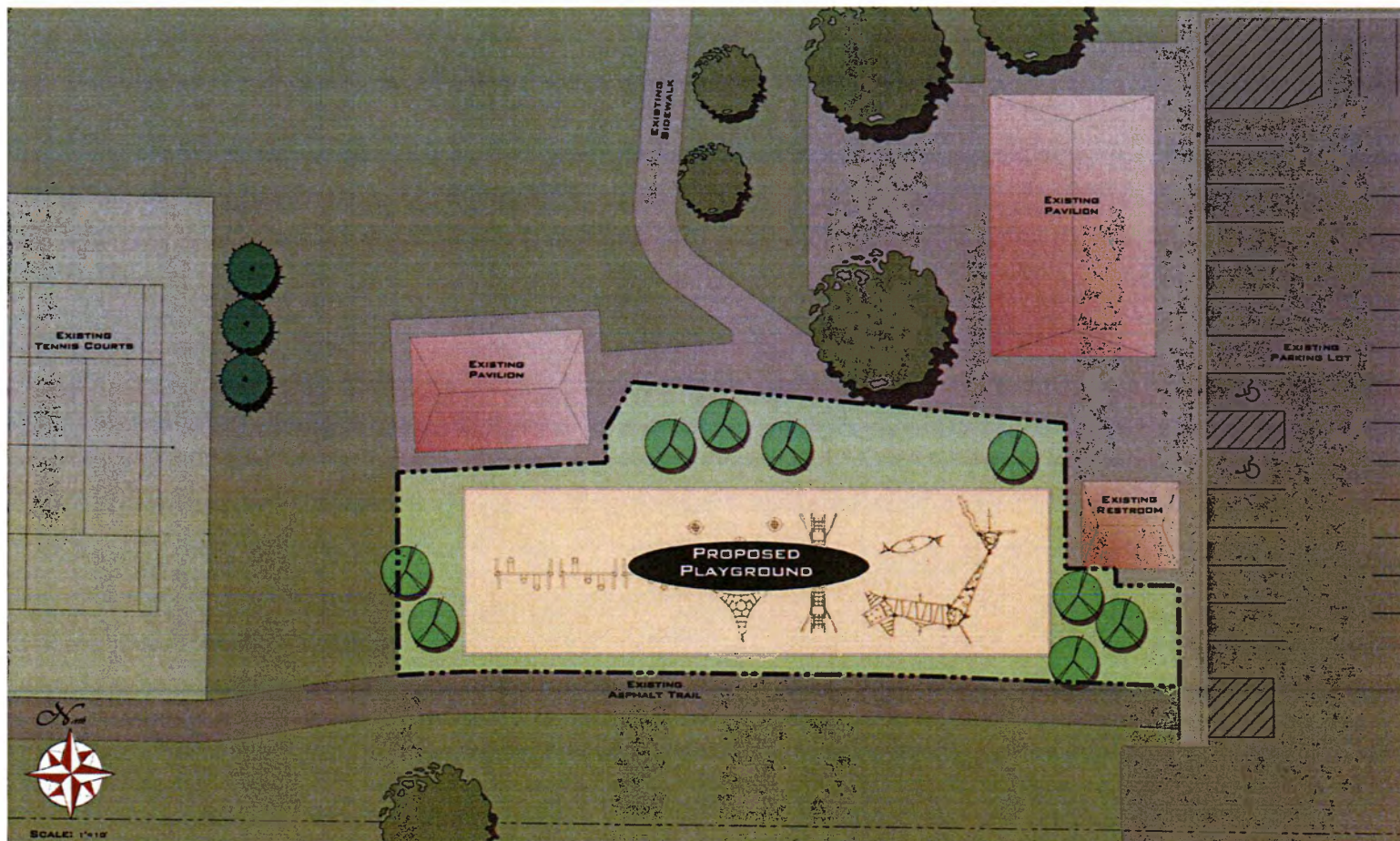
PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Friendship Park Playground Project			
Playground Structure	New Playground Custom Layout Extended Pit by Playworld Reference Design # 21-7635A Includes Double Slide Tower, Integrated Shade and 4 Bay Swing Set	1	197,914.00	197,914.00
Installation	Installation of New Playground	1	46,396.00	46,396.00
Services	Removal of Existing and General Area Site Prep Includes Prep for Poured In Place Surfacing	1	18,643.00	18,643.00
Surfacing	Poured In Place Rubber Surfacing Depth Based on CFH of Equipment 50/50 Color/Black Mix 5,640 Sqft Total Playground Area	1	112,179.00	112,179.00
Freight	Freight and Mobilization to Job Site Tax Exempt Certificate Due at Time of Order	1	8,400.00	8,400.00
			SUBTOTAL	
			TAX	
			TOTAL	\$383,532.00

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft@bigTrec.com or merit@bigTrec.com.

We thank you for your business.



FRIENDSHIP PARK - R.A.M.P. 2022

SOUTH OGDEN CITY, UTAH



WASATCH CIVIL
Consulting Engineering

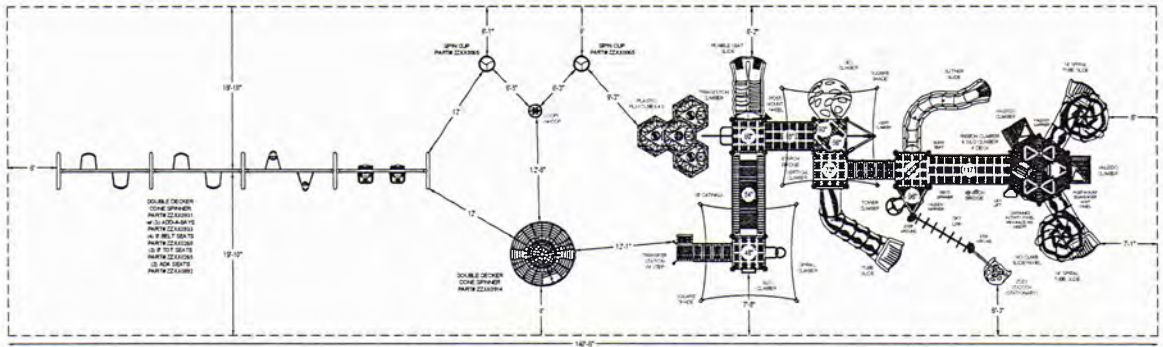
1150 SOUTH DEPOT DRIVE, SUITE 225
OGDEN, UT 84404 (801) 775-9191



Friendship Park
South Ogden City

Slide Rebranding
BIG T RECREATION

Equipment Manufacturer
PLAYWORLD
The world needs play!



*PLAYGROUND SUPERVISION REQUIRED



BIG T RECREATION
11618 S. State Street #1602
Draper, UT 84020

EQUIPMENT SIZE
30' x 58' x 20'

USE ZONE
140'-6" x 40'-0"

AREA
5,622 SqFt.

PERIMETER
361 Ft.

FALL HEIGHT
9 Ft.

USER CAPACITY
154

AGE GROUP
5-12

ADA SCHEDULE	Total Elevated Play Activities		Total Ground-Level Play Activities	
	Required	Provided	Required	Provided
Accessible Elevated Activities	9	14	5	18
Accessible Ground-Level Activities	3	7	18	7

- ✓ ASTM F1487-21
- ✓ CPSC #325



PROJECT NO
21-7535A

SCALE
NTS

DRAWN BY
D. ECKENSTINE

Paper Size
B

DATE
10-JAN-2022

FRIENDSHIP PARK
SOUTH OGDEN CITY



Friendship Park
South Ogden City

Sales Representative
BIG T RECREATION

Equipment Manufacturer
PLAYWORLD
The world needs play.

Colors: **Silver** **Orange** **Cobalt** **Cobalt-Sand** **Gray**



Friendship Park
South Ogden City

Subira Recreation, LLC
Equipment Manufacturer

BIG T RECREATION **PLAYWORLD**
The world needs play.



Friendship Park
South Ogden City

Safety Representation
BIG T RECREATION

Equipment Manufacturer
PLAYWORLD
The world needs play.



Friendship Park
South Ogden City



Dr. Jeff Stephens
Superintendent

January 04, 2022

Re: Letter of support for the South Ogden City Friendship Park Playground grant application

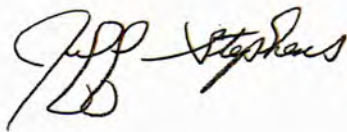
To Whom It May Concern:

On behalf of the Weber School District, I submit this letter of support for the 2022 South Ogden City Friendship Park Playground grant application. For many years the Weber School District and South Ogden City have partnered on projects that have benefited youth and families in the greater South Ogden area.

The District views the South Ogden Friendship Park Playground project as an exciting opportunity to provide a safe, new, ADA accessible playground for all who visit the park, including the students of H. Guy Child Elementary School.

On behalf of the Weber School District I invite RAMP's strong consideration to fund the South Ogden City Friendship Park Playground project.

Sincerely,



Dr. Jeff Stephens

Exhibit "3"

**RECREATION, ARTS, MUSEUMS AND PARKS
(RAMP) FUNDING AGREEMENT BETWEEN WEBER
COUNTY and SOUTH OGDEN CITY**

THIS AGREEMENT is entered into and made effective the 15th day of March, 2022, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and SOUTH OGDEN CITY, a non-profit organization, located at 3950 Adams Ave., South Ogden, UT 84403, hereinafter referred to as "RECIPIENT."

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "RAMP Tax" Title 34 Chapter 6, Weber County Ordinances; and

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the RAMP funds (hereinafter "Funds") pursuant to state statute, county ordinance, and RAMP policies;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions contained in this Agreement, the parties agree as follows:

**SECTION ONE
RAMP FUND REQUIREMENTS**

1.1 In exchange for receipt of Funds, RECIPIENT agrees to the following uses and limitations of uses for the Funds:

A. Funds shall be expended in compliance with Utah Code Ann. § 59-12-702(4)(a):

"Cultural organization:"

(i) means:

(A) a private nonprofit organization or institution having as its primary purpose the advancement and preservation of:

(I) natural history;

(II) art;

(III) music;

(IV) theater;

(V) dance; or

(VI) cultural arts, including literature, a motion picture, or storytelling;

(B) an administrative unit; and

(ii) (A) a private non-profit organization or institution having as its primary purpose the advancement and preservation of history; or

John T. ...

(B) municipal or county cultural council having as its primary purpose the advancement and preservation of:

- (I) history;
- (II) natural history;
- (III) art;
- (IV) music;
- (V) theater; or
- (VI) dance.

- B. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701, et. seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- C. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, bad debt expense, or items not identified in the RAMP funding application.
- D. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2023. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2023, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Advisory Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Advisory Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.
- E. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to: all playbills, brochures, advertisements, flyers, banners and newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.

- F. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.
- G. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.
- H. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Weber County. RECIPIENT further agrees to inform the COUNTY'S Representative, named hereafter, of such an event and shall provide tickets to the event, without charge, in a number requested by said Representative. Utah Code Ann. § 59-12-705; Weber County Code § 34-6-9.
- I. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Officers' and Employees' Ethics Act. Utah Code Ann. § 67-16-1, et seq.
- J. RECIPIENT agrees that if it is not a "public body" as defined by Utah's Open and Public Meetings Act (Utah Code Ann. § 52-4-1 et. seq.), and because RECIPIENT receives public funds, it will adhere to the spirit of the statute, whenever discussing RAMP funding, by making its board meetings open to the public.

SECTION TWO USE OF FUNDS

- 2.1** All expenditures of Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by the COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, the COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/or causes of action available to COUNTY. Further, COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds received.

- 2.2** If RECIPIENT determines for any reason not to use the Funds specified in its funding application and as approved in this Agreement during the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/function.
- 2.3** If RECIPIENT fails to use its Fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

SECTION THREE CONSIDERATION

- 3.1** Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 34 Chapter 6 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for Funds as follows:

South Ogden City Heritage Trail \$48,216

SECTION FOUR EFFECTIVE DATE

- 4.1** This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2023 or within sixty (60) days of the project completion, whichever occurs earlier.

SECTION FIVE AUDIT

- 5.1** COUNTY reserves the right to audit the use of the RAMP Funds and the accounting for the use of Funds received by RECIPIENT under this Agreement. If such audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.

**SECTION SIX
MAINTENANCE AND AVAILABILITY OF RECORDS**

- 6.1** RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY during regular business hours upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a manner and form approved by the Weber County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. Utah Code Ann. § 63G-2-101 et. seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

**SECTION SEVEN
ASSIGNMENT OR TRANSFER OF FUNDS**

- 7.1** It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

**SECTION EIGHT
INDEPENDENT AGENCY**

- 8.1** It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents, or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents, or employees. The parties agree that the Funds provided to RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S application for Funds and in this Agreement, COUNTY shall have the rights provided it under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

SECTION NINE

INDEMNIFICATION

- 9.1** RECIPIENT agrees to indemnify and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of this Agreement, or, if not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.
- 9.2** COUNTY agrees to indemnify and hold harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.
- 9.3** COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the Utah Governmental Immunity Act (Utah code Ann. § 63G-7-1 et seq.) does not, by the provisions of this paragraph, or any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

SECTION TEN INSURANCE

- 10.1** RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage required is as follows:
- A. General Liability.** Comprehensive general liability insurance (including contractual liability coverage) protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the parties during the parties' relationship engendered by the grant of Funds under this Agreement. Such period of time shall be the term of this Agreement, or if the Funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the parties shall be extended until such time as all said Funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than ONE MILLION (\$1,000,000) per occurrence with a TWO MILLION (\$2,000,000) general policy aggregate.

This policy shall be primary and non-contributory to any other policy(ies) or coverage available to County, whether such coverage be primary, contributing, or excess.

- B. Workers' Compensation.** Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.
- C. Waiver of Insurance.** In certain cases the COUNTY may waive the insurance requirement due to the size of the award or the nature of the RECIPIENT. If the insurance requirement is waived, the COUNTY will initial this paragraph: _____.
- D. Certificate of Insurance.** RECIPIENT shall provide a certificate of all insurances to the COUNTY Representative.

SECTION ELEVEN MISCELLANEOUS

- 11.1 Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:
 - A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board (Exhibit 1);
 - B. Certificate of Insurance as specified in Section Ten unless otherwise waived.
- 11.2 Amendments.** This Agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 11.3 Authorization.** The individuals signing this Agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 11.4 Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 11.5 Compliance with Laws.** During the time the RECIPIENT is expending the Funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to: laws requiring access

to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.

- 11.6** **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 11.7** **County Representative.** COUNTY hereby appoints Shelly Halacy, or her designee, as the COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary, for RECIPIENT'S performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees, or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.
- 11.8** **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.
- 11.9** **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent for either party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties in accordance with Section 11.2.
- 11.10** **Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.
- 11.11** **Interpretation.** The entire agreement among the parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, Utah Code Ann. 1953, as amended; and Title 34 Chapter 6, Weber County Ordinances, as amended.

11.12 No Officer or Employee Interest. It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation and the funding decision.

11.13 Termination. The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall terminate by delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year recited above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

By _____

Title_____

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

On the ____ day of _____, 2022, personally appeared before me _____
_____ who being by me duly sworn did say that she/he is
the _____ of the SOUTH OGDEN CITY, and that said instrument
was signed in behalf of said corporation by authority of its bylaws, and said person
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

RECEIVED
1/10/22

SOUTH OGDEN CITY

ARTS AND MUSEUMS

Heritage Trail
R.A.M.P. Grant Application 2022



January 10, 2022





RAMP GRANT APPLICATION 2022

Please Check the Appropriate Type of Grant, Category, and Classification for This Request

See Filing Deadlines on the Back of This Application

TYPE OF GRANT	
<input type="checkbox"/> Major (\$200,000 and up)	<input checked="" type="checkbox"/> Regular (\$2,001 to \$199,999)

GRANT CATEGORY AND CLASSIFICATION	
Parks & Recreation <input type="checkbox"/> Recreational Facility	Arts & Museums <input type="checkbox"/> Cultural Facility <input checked="" type="checkbox"/> Cultural Organization

ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

South Ogden City

Address	City	State	Zip Code
3950 Adams Ave.	South Ogden	Utah	84403
Contact Person	Title or Position		
Matt Dixon	City Manager		
Phone No.	Fax No.	Email Address	
801.622.2702		mdixon@southogdencity.gov	
Alternate Contact Person	Title or Position		
Doug Gailey	Assistant City Manager		
Phone No.	Fax No.	Email Address	
801.622.2727		dgailey@southogdencity.gov	

Date of Incorporation: July 1936 Federal Tax ID Number: 12391277-002-STC

Please indicate your organization's status. ☐ Nonprofit ☒ Government Agency ☐ Educational Affiliate

If A Government Agency Applying Under Arts & Museums, Do You Have A Separate Cultural Council? Yes ☒ No ☐

PROJECT NAME: South Ogden City Heritage Trail	Priority of This Project: <u>2</u> (If you have multiple requests)
--	---

Funds Requested From RAMP: \$ 50,824

Total Cost of Project: \$ 148,804

You must attach a detailed budget for your project, including competitive bids / and/or cost comparisons or your grant may be declared ineligible.

Would You Accept Partial Funding? Yes ☒ No ☐

If An Event, What Is the Date: _____

Location of Project: 5500 S. 650 E. (Friendship Park)

Brief Summary of This Project: (Do not exceed the space in this box)

South Ogden City's mission statement shows the city's commitment to "preserving and enhancing quality of life." This project helps the city fulfill our mission by providing a unique, creative way for individuals and families to enjoy the outdoors while preserving our rich history. The idea for this project was conceived during discussions between the Sons of the Utah Pioneers (SUP) and South Ogden City officials related to the recent destruction of a Kit Carson monument that came down during the wind event in September of 2020. The simple replacing/relocating of this monument grew into discussions about combining outdoor recreation with history. Over the last few years, with the help of the SUP, this project now has wide-spread support from many organizations, including: Weber School District, Daughters of the Utah Pioneers, Weber Heritage Foundation and the Trails Foundation of Northern Utah. This project is in a great location because it sits right next to H. Guy Child Elementary School and is in one of the most used parks in southern Weber County. Large sporting events are held throughout the year at this park as well as South Ogden Days that brings thousands of people into the park. The project includes adding historical monuments around an existing walking trail at Friendship Park. Major monuments will be used to highlight important historical groups (e.g. Native American Indian Tribes, Trappers, etc.) and small non-major monuments/plaques will be used to highlight important historical individuals (e.g. John Fremont). This project will also incorporate QR codes on each monument that will enable people to access a website where more can be learned about the group or individuals highlighted on the monument/plaque. The project may also include adding videos to the QR code links that will allow people to listen to local historians share stories about our areas rich history. Funding for this phase will be used to help construct and install the first two major monuments along the trail. If funded, the City will create a Historical Preservation Committee made up of knowledgeable historians in the Weber County area, elected officials and representatives from the School District and our non-profit partners including SUP and others. Within the next few years, the city would like to see 10-12 historical monuments located around this trail providing a rich, outdoor historical venture for families to enjoy.

Please Provide the Organization's Official Mission Statement: (Must Comply with RAMP's Primary Purpose)

South Ogden City is dedicated to preserving and enhancing quality of life and professionally meeting the expectations of residents, businesses, employees and visitors.

Describe How Many People Will Be Affected By This Project and How:

One of the most exciting parts of this project is how it combines our rich heritage of the past with our modern-day, busy, active life styles. This project has the possibility to affect thousands of people throughout the greater Weber County area each year. Whether it be the students and families from H. Guy Child Elementary or other schools in the area who will come to complete assignments or the thousands of residents and visitors who come to the park each year to recreate, watch youth sporting events (e.g. football, baseball, tennis, etc.) or attend one of the many city-sponsored special events (e.g. Easter Egg Hunt, South Ogden Days, etc.) held in the park each year. The project was purposefully planned for this 11 acre park because of how busy the park is and the number of people that could benefit from this type of project.

Explain What Funding Resources Your Organization Has:

South Ogden has committed \$83,230 of cash and in-kind support to get this project started. The city's cash contributions will come from general fund monies as well as parks impact fee monies. Additionally, the city will make in-kind contributions for land as well as staff hours for project planning and construction management. The Sons of the Utah Pioneers are also contributing \$10,750 of cash from the organization and member donations. The Weber County Heritage Foundation has also committed \$4,000 of in-kind contribution for historical consultation and project support.


Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:

RAMP's logo will be added to each monument that is purchased in full or in part with RAMP funding. The city will also include RAMP on all advertising and promotional campaigns associated with the project's design and construction - including posts on the city's website and social media sites.

RAMP applications will not be accepted after the filing deadline and any application that has not met the filing requirements will not be considered. Please make sure you have completed the following before submitting your application: (Check the box to the left of each line to make sure you have complied with each step)

- ☒ Read the information sheet for completing a RAMP application
- ☒ File timely **(Deadline for filing Major & Regular Grants – January 14, 2022. EZ Grants – March 25, 2022)**
- ☒ Complete all areas of the application
- ☐ Attach proof of nonprofit status
- ☒ Provide your organization's mission statement
- ☒ Attach detailed budget for entire project and an explanation of how the RAMP funds will be used
(This would include any matching funds and/or letters of support)
- ☒ **Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- ☒ Sign and date the application
- ☒ Remove the information sheet and charts
- ☒ Submit fifteen (15) copies of the application and supporting documents

I hereby acknowledge that I have read the information sheet attached to this application and that all documents submitted to the RAMP Tax Committee for this application are true and correct to the best of my knowledge. I furthermore acknowledge that I have the authority to bind this organization to the project.


Signature

City Manager

Title

January 11, 2022

Date

FILING DEADLINE FOR MAJOR GRANTS: January 14, 2022 5:00 pm

FILING DEADLINE FOR REGULAR GRANTS: January 14, 2022 5:00 pm

FILING DEADLINE FOR EZ GRANTS: March 25, 2022 5:00 pm

Completed applications should be filed in the Weber County Commission Office by the date & time listed above.

RAMP Tax Advisory Board
Weber County Commission
2380 Washington Blvd., Suite 360
Ogden, Utah 84401

For more information contact:
Shelly Halacy 801 399-8406 shalacy@WeberCountyUtah.gov
Stacy Skeen 801 399-8403 sskeen@WeberCountyUtah.gov

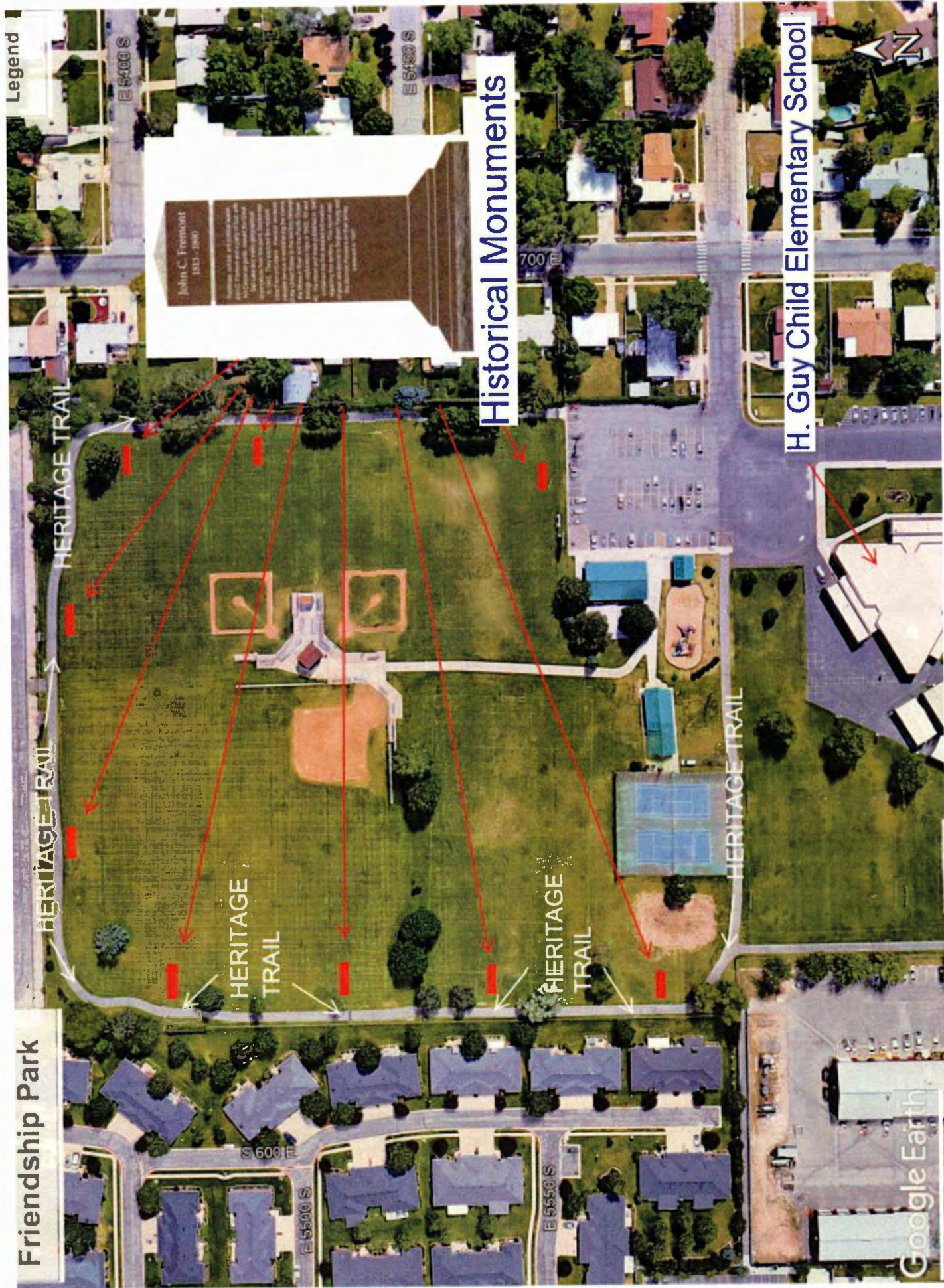
Rev 11/2020

Friendship Park

Legend

Historical Monuments

H. Guy Child Elementary School



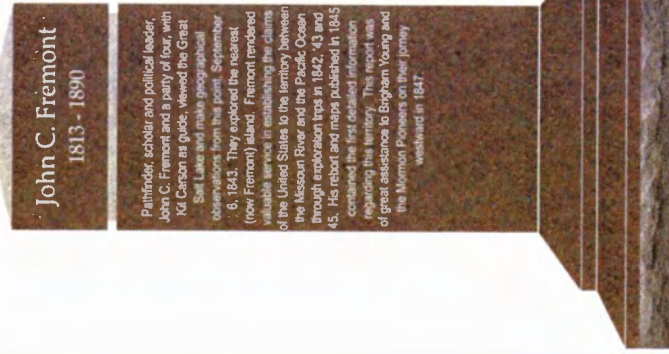
SOUTH OGDEN CITY HERITAGE TRAIL

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

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

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

Monument Example



Sons of the Utah Pioneers QR Code



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



SOUTH OGDEN CITY HERITAGE TRAIL

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

HERITAGE TRAIL PHASE I PROJECT BUDGET

Organization: South Ogden City

PHASE I		
Income		
South Ogden General Fund & Impact Fees (allocated matching funds)	\$	10,750
Sons of the Utah Pioneers (organization and individual donations)	\$	10,750
RAMP 2022	\$	50,824
In-Kind Contributions		
Services: (x number of hours @ \$20/hr)		
South Ogden Administrative Staff Time	\$	7,500
Parks Staff Project Management	\$	15,000
Weber County Heritage Foundation (see letter of support)	\$	4,000
Goods: (estimate at fair market value)		
0.33 Acres of property	\$	49,980
Total Income	\$	148,804

Expenses		
Monument I (Northwest Band Shoshone Nation/Trappers) construction & set	\$	21,175
Site Preparation (Concrete and Foundation) for Monument I	\$	2,933
Monument II (John C. Fremont/Kit Carson) construction & set - RAMP	\$	21,175
Site Preparation (Concrete & Foundation) for Monument II - RAMP	\$	2,933
Monument III (Pioneers/Railroad) construction & set - RAMP	\$	21,175
Site Preparation (Concrete and Foundation) for Monument III - RAMP	\$	2,933
In-Kind as Covered Expenses		
Services: (x number of hours @ \$20/hr)		
South Ogden Administrative Staff Time	\$	7,500
Parks Staff Project Management	\$	15,000
Weber County Heritage Foundation (see letter of support)	\$	4,000
Goods: (estimate at fair market value)		
0.33 Acres of property	\$	49,980
Total Expenses	\$	148,804



MARK H. BOTT COMPANY

1679 Washington Boulevard, Ogden, UT 84404

(801) 393-8087 FAX (801) 689-3457



PURCHASE AGREEMENT AND WORK ORDER

EXECUTED THIS 12 DAY OF JAN, 20 32

MATERIAL/COLOR RUSHMORE

VASES

SIZE 4'X3'-8"X5'6"

BASE

DESIGN #

SET FLUSH

SET ON SLOPE

MD:

C.SPRING

R. EDGE

MATT

Email Design

Approval

Scanned

THE MONUMENT CAN BE LETTERED
ON THREE SIDES.

PRICE DOES NOT INCLUDE CONCRETE AND
FOUNDATION WORK.

4' WIDE, 3' 8" FRONT TO BACK, 5' 6" TALL

MEMORIAL FACES FATHER ON TO BE INSTALLED IN SO. OGDEN CEMETERY
DURING THE OF 20 OR AS SOON, THEREAFTER, AS CONDITIONS SUCH AS STRIKES, DELIVERY
DELAYS, ACCIDENTS, WEATHER CONDITIONS, OR OTHER CAUSES BEYOND OUR CONTROL WILL PERMIT.

MEMORIAL

\$ 21,175.00

REMARKS

OTHER

OTHER

CEMETERY FEES

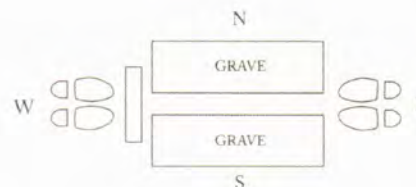
SALES TAX %

TOTAL

DOWN PMT

CK - CA - CC

BALANCE DUE



CIRCLE THE POSITION TO
FACE FRONT OF MONUMENT

THE PURCHASER UNDERSTANDS THIS SAID MEMORIAL, WITH TITLE THERETO AND RIGHT OF POSSESSION THEREOF, SHALL REMAIN
THE PROPERTY OF MARK H. BOTT COMPANY UNTIL I HAVE PAID FOR IT IN FULL.
IF I FAIL TO PAY, I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ANY AND ALL INTEREST OR FEES THAT MAY ACCRUE.

ALL FUTURE LETTERING, DESIGN & DATES ARE NOT INCLUDED IN THIS PRICE

MARK H. BOTT COMPANY DOES NOT GUARANTEE ANY SHADING OR COLORING ADDED TO THE NATURAL STONE.

By signing below, I certify that ALL SPELLING and ALL DATES are correct, - I ASSUME FULL RESPONSIBILITY for them

PURCHASER

ADDRESS

CITY

ST

ZIP

PHONE

EMAIL MDIXON@SOUTHOGDENCITY.GOV

PURCHASER'S SIGNATURE

MARK H. BOTT COMPANY REPRESENTATIVE



Mr. Matt Dixon
City Manager
City of South Ogden

21 December 2021

SUBJECT: R.A.M.P. APPLICATION FOR HERITAGE TRAIL

Dear Mr. Dixon:

We are excited about the prospect of the proposed Heritage Trail to be located at Friendship Park in South Ogden. This will be a wonderful addition to the park and will be an educational experience for all those who use this highly frequented site. Our local chapter of The National Society of the Sons of Utah Pioneers enthusiastically supports this request.

As a token of our support for this project, we have allocated \$10,000 from our chapter funds towards the cost of the first monument to be placed in the Park. The first monument, commemorating the Captain John C. Fremont Expedition into the Utah Territory, has been designed and is awaiting approval of the R.A.M.P. Committee. In addition, we are actively pursuing additional funds from foundations and individuals who have an interest in such projects, to continue the development of the Heritage Trail.

We thank you for your leadership in this project and pledge our continued involvement to see the project come to fruition.

Respectfully,

L. Nate Pierce
President
Ogden Pioneer Chapter
Sons of Utah Pioneers

Dr. Jeff Stephens
Superintendent

January 04, 2022

Re: Letter of support for the South Ogden City Heritage Trail grant application

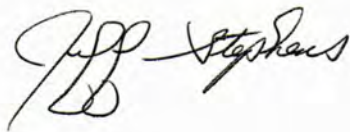
To Whom It May Concern:

On behalf of the Weber School District, I submit this letter of support for the 2022 South Ogden City Heritage Trail grant application. For many years the Weber School District and South Ogden City have partnered on projects that have benefited youth and families in the greater South Ogden area.

The District views the South Ogden Heritage Trail project as an exciting opportunity to bring educators, students and families together for a unique, outdoor, historical experience at Friendship Park. There are many wonderful stories and figures that helped shape our county and state's unique, rich heritage. This project will enable the preservation and sharing of the rich heritage for many years.

On behalf of the Weber School District I invite RAMP's strong consideration to fund the South Ogden City Heritage Trail project.

Sincerely,



Dr. Jeff Stephens



January 7, 2022

We, the Executive Board of the Weber County Daughters of Utah Pioneers Museum located at 2104 Lincoln Avenue, Ogden, UT, write this letter in support of the proposed South Ogden City Heritage Trail. We understand that Friendship Park is to be the site of the Heritage Trail.

What a great idea, to take a well-known and used park in South Ogden and add historic monuments that can educate the community. The idea of using monuments of differing sizes plus plaques to present information on historically important groups and individuals gives variety and accessibility to visitors of the Heritage Trail.

The ability to utilize aluminum QR codes at each monument will give visitors the opportunity to access more information on the subjects. This information can be modified and updated as needed, giving flexibility and the potential to increase the scope of the subjects.

There are many ways to tell the wonderful history of Weber County to our residents and visitors. While we are proud to be caretakers of a special building filled with wonderful artifacts, the South Ogden City Heritage Trail will bring the history of Weber County to our residents, families and visitors in a beautiful, outdoor year-round setting.

It's a terrific idea and we add our support to that of South Ogden City and the Ogden Chapter of the Sons of the Utah Pioneers as they continue promoting the South Ogden City Heritage Trail and gaining funding for this project.

Sincerely,

Marti Clayson-- Museum President, Linda Fulmer—1st Vice President, Bobbie Williamson—2nd Vice President, Maggie Stratford—Secretary, Dodie Stallcup-- Treasurer



DEC 22, 2021

To : Weber County RAMP
2380 Washington Blvd Suite 360
Ogden, UT 84401

Dear Weber County RAMP Committee,

We write in support of South Ogden City and SUP's proposed creation of a new Heritage Trail at Friendship Park in South Ogden.

The windstorm's destruction of a Kit Carson monument on Washington Blvd. has provided a special opportunity to consider South Ogden's history and heritage, as well as the way the city tells its story.

The proposed vision for a trail with multiple markers is a great way to broaden the city's spotlight on historical figures who shaped the present.

As historical consultants on the project, we would specifically advocate for the inclusion of women, Native Americans, immigrants, and other groups previously sidelined in historical narratives. We are happy to provide historical research as well as writing/editing of the monuments. The completed trail could, we hope, present a story of South Ogden in line with our motto, "Our roots are deep and strong, and everyone belongs."

We have committed \$4,000 in in-kind historical research, consultancy and writing toward the project.

Sincerely,

Kate Stewart, President
Katie Nelson, Executive Director



PO Box 972 | Ogden, Utah 84402 | 801-393-2304 | email: tfnu@tfnu.org | www.tfnu.org

EXECUTIVE COMMITTEE

Mike Appleby, *Chair*
Mark Bunker, *Vice Chair*
Korry Green, *Secretary*
Lisa Hopkins, *Treasurer*
Elizabeth Dewitte, *At Large*
Becky Senekjian, *At Large*
Ron Thornburg, *At Large*
Richard White, *Advisor*

BOARD OF TRUSTEES

Debbie Farka
Mike McConvill
Michelle Paustenbaugh
Jim Skaggs

ADVISORY MEMBERS

Eric Bauman, *Executive Director,*
GOAL
Mike Caldwell, *Mayor, Ogden City*
Sandy Crosland, *Founder*
Chere Cross, *Back Country Horsemen*
Terry Davis
Patti Ehle
Geoff Ellis, *Landscape Architect*
Todd Ferrario, *Division Director,*
Weber County Parks & Recreation
Gage Froerer, *Weber County*
Commissioner, WAGOG Rep
Therese Grijalva, *Backcountry*
Horsemen
Jim Harvey, *Weber County*
Commissioner
Pam Kramer, *Div. of Wildlife*
Resources
Jay Lowder, *Public Services Director,*
Ogden City
Zach Maughan, *USFS, Ogden Dist.*
Brad Mortensen, *President, Weber*
State University
Ben Prall
Kristi Prall
Jeff Stuart
Sara Toliver, *President & CEO,*
Visit Ogden

STAFF

Aric W. Manning, *Executive Director*
Kelli Barkema, *Marketing &*
Communications Coordinator
Greg Romney, *Accounting & Office*
Coordinator
Alan Wheelwright, *Trail Crew Lead*

December 22, 2021

Dear RAMP Board Members,

Trails Foundation of Northern Utah enthusiastically supports South Ogden City and the Ogden Chapter of the Sons of Utah Pioneers request for RAMP funds to develop a Heritage Trail at Friendship Park.

TFNU believes this will provide an amazing opportunity for people to get outside on the trails as well as learn more about the history that makes this community so special. The monuments will highlight our history and help all ages gain a better appreciation of what came before them and the challenges, struggles and victories along the way.

We hope that you will support the Grand request and we look forward to working with South Ogden City and the Ogden Chapter of the Sons of Utah Pioneers on this project.

A handwritten signature in dark ink, appearing to read "Aric W. Manning".

Aric W. Manning
Executive Director
Trails Foundation of Northern Utah



NOTICE AND AGENDA

SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

TUESDAY, MAY 17, 2022 – 6:00 P.M.

Notice is hereby given that the South Ogden City Community Development and Renewal Agency Board will hold a meeting on, Tuesday, May 17, 2022 beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the board may be joining the meeting electronically.

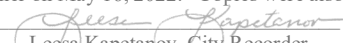
I. CALL TO ORDER – Chairman Russell Porter

II. CONSENT AGENDA
Approval of October 15, 2021 CDRA Minutes

III. DISCUSSION/ACTION ITEMS
Consideration of **CDRA Resolution 22-01** – Approving an Amendment to a Promissory Note in Favor of the Agency

IV. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted on the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on May 16, 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 COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY BOARD MEETING**

TUESDAY, OCTOBER 5, 2021 – 6:00 P.M.

COUNCIL CHAMBERS, CITY HALL

BOARD MEMBERS PRESENT

Chair Pro Tem Brent Strate, Board Members Sallee Orr, Susan Stewart, Mike Howard, and Jeanette Smyth

BOARD MEMBERS EXCUSED

Chairman Russell Porter

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, Parks and Public Works Director Jon Andersen, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov. CDRA Attorney Adam Long attended the meeting via the Microsoft Teams Meeting App.

OTHERS PRESENT

Susan Norberg, Dawn Parent, Kathryn Ruth, Kelly Vause, Carol Winkler, Crys West, Jared Nielsen, Lynn Call, Carissa & Kevin Jackson, Allison Clark, Miranda Seabolt, Austin Seabolt, Chris Call, Adam Brinley, Fred Philpot, Reed Richards

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

https://www.southogdencity.com/document_center/Sound%20Files/2021/CC211005_1758R.mp3

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

Motion from council meeting to enter CDRA Board Meeting:

01:49:42

Council Member Howard moved to recess into a Community Development and Renewal Agency Board meeting. Council Member Smyth seconded the motion. All present voted aye.

I. CALL TO ORDER

- Chair Pro Tem Brent Strate called the meeting to order at 7:50 pm and moved to the consent agenda

45
46
47
48 **II. CONSENT AGENDA**

49 **A. Approval of September 7, 2021 CDRA Minutes**

- 50
 - The chair called for a motion to approve the September 7, 2021 CDRA Minutes

51 01:52:51

52
53 **Board Member Orr so moved, followed by a second from Board Member Howard. Board**
54 **Members Orr, Strate, Howard, and Smyth all voted in favor of the motion. Board Member**
55 **Stewart abstained as she had not been present at the September 7 meeting.**
56

57
58
59 **III. DISCUSSION/ACTION ITEMS**

60 **A. Consideration of CDRA Resolution 21-04 – Approving a Participation Agreement with The**
61 **Gardens at Mount Ogden, LLC**

- 62
 - Staff overview 01:53:14
 - Comments by CDRA Attorney Adam Long
 - 63 02:04:57
 - Comments by Jared Nielsen, representing The Gardens at Mount Ogden LLC
 - 64 02:07:01
 - Discussion/Questions by Board
 - 65 02:15:32
 - Motion 02:45:48

66
67
68
69
70
71 **Board Member Howard moved to approve CDRA Resolution 21-04, approving a**
72 **participation agreement with The Gardens at Mount Ogden LLC. The motion was**
73 **seconded by Board Member Smyth. The chair pro tem made a roll call vote:**
74

75 Board Member Stewart-	No
76 Board Member Orr-	No
77 Board Member Howard-	Yes
78 Board Member Smyth-	Yes
79 Board Member Strate-	Yes

80
81 CDRA Resolution 21-04 was approved.
82
83
84

85 **IV. ADJOURN**

- 86
 - Chair Pro Tem Strate called for a motion to adjourn

87 02:46:56

88

Board Member Smyth moved to adjourn the CDRA Board meeting and reconvene as the South Ogden City Council. The motion was seconded by Board Member Howard. The vote was unanimous in favor of the motion.

The meeting adjourned at 8:48 pm.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community Development and Renewal Agency Board Meeting held Tuesday, October 5, 2021.


Leesa Kapetanov, City Recorder, Board Secretary

Date Approved by Board

CDRA Resolution No. 22-01

**A RESOLUTION OF THE SOUTH OGDEN CITY COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY APPROVING AND
AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A
PROMISSORY NOTE MADE IN FAVOR OF THE AGENCY**

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

WHEREAS, the Agency is authorized by the Act to enter into contracts generally, to acquire and dispose of interest in real property, and exercise other powers as set forth in the Act; and

WHEREAS, the Agency sold three parcels of real property (the “**Property**”) owned by the Agency to Madison Towns on 40th, LLC (“**Developer**”) in 2020; and

WHEREAS, Developer executed the corresponding promissory note (attached hereto as **Exhibit A**, the “**Promissory Note**”) and deed of trust (recorded Entry No. 3041008 in the Office of the Weber County Recorder, the “**Trust Deed**”) in favor of the Agency as consideration for the Property; and

WHEREAS, the Agency now desires to amend the Promissory Note and authorize the subordination of the Agency’s lien on the Property to Developer’s construction lien.

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

1. The Agency hereby finds that the amendment to the Promissory Note is in the best interests of the Agency and South Ogden City in that so doing will enable desirable development within South Ogden City.
2. The Chair of the Agency is hereby authorized to execute the amendment to the Promissory Note, including the subordination attached thereto, in substantially the form attached hereto as **Exhibit B**.
3. Agency personnel, staff, and counsel are hereby authorized to take such actions as may be necessary to accomplish the purposes of this Resolution.
4. This Resolution takes effect immediately upon adoption.

APPROVED AND ADOPTED on the 17th day of May, 2022.

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

Attest:

Leesa Kapetanov, Secretary

EXHIBIT A

Promissory Note

PROMISSORY NOTE

\$500,000.00

South Ogden, Utah
March 5, 2020

FOR VALUE RECEIVED, Madison Towns on 40th, LLC a Utah Limited Liability Company, a as maker, having its principal place of business at 2637 N Washington Blvd #110 318 St. 84414 (together with its successors and permitted assigns, "**Borrower**"), hereby unconditionally promises to pay to the order of the South Ogden City Community Development and Renewal Agency, a political subdivision of the State of Utah, having its principal place of business at 3950 S. Adams Avenue, South Ogden, Utah 84403 (together with its successors and assigns, "**Lender**"), or at such other place as the holder hereof may from time to time designate in writing, the principal sum of five hundred thousand and no/100 Dollars (\$500,000.00) (the "**Principal Amount**," and together with accrued interest, the "**Debt**"), in lawful money of the United States of America with interest thereon to be computed from the date of this Note according to the terms herein, and to be paid in accordance with the terms of this Note.

ARTICLE 1: PAYMENT TERMS

Borrower agrees to pay the principal sum of this Note and interest on the unpaid principal sum of this Note from time to time outstanding at the rates and at the times specified herein as follows:

Interest shall accrue from the date of this Promissory Note on all outstanding amounts hereunder at a rate equal to the rate paid by the Utah Public Treasurer's Investment Fund (PTIF) plus 150 basis points (the "**Interest Rate**"). Interest accrual shall be prorated for the period from the date of this Note to the date the first quarterly interest payment is due as described in the next paragraph. The PTIF rate used to calculate the Interest Rate for a given quarterly payment shall be the PTIF rate on the day that the preceding quarterly payment was due.

For the duration of this agreement, Borrower shall make quarterly interest payments, representing accrued interest for that quarter on the Principal Amount. Such quarterly payments shall be made on or before March 15, June 15, September 15, and December 15 of each year. The first interest payment shall be due on March 15, 2020 and the interest rate used to calculate that payment shall be 3.78% (which is the current PTIF rate of 2.28% plus 150 basis points).

Borrower shall pay on or before July 30, 2022 all remaining amounts owed hereunder, including the full Principal Amount and accrued interest.

ARTICLE 2: LENDER'S RIGHTS

Time is of the essence hereof. In the event of any default hereunder, the whole Debt and all other obligations of Borrower to Lender, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of Lender, become immediately due and payable without notice or demand, and Lender shall have and may exercise any or all of the rights and

remedies provided herein and any agreement securing or guaranteeing payment of this Note as they may be amended, modified or supplemented from time to time. If Borrower fails to timely pay any amount due under this Note or fails to timely perform any of his duties or obligations under this Note or documents related to this Note, and Lender takes any action to collect the amount due, or to exercise its rights under this Note or related documents, including without limitation retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of, or for protection of the indebtedness, or to enforce Lender's rights under any agreement securing or guaranteeing payment of this Note, or if Borrower fails to fulfill all obligations under this Promissory Note, then Borrower agrees to pay all costs and expenses of any such action to collect, suit or proceeding incurred by Lender, including without limitation reasonable fees and disbursements of Lender's attorney. Further, upon a default by Borrower as described herein, interest shall accrue on the Debt at a rate equal to the then-current PTIF rate plus 12%.

ARTICLE 3: NO ORAL CHANGE

This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

ARTICLE 4: WAIVERS

Borrower and all others who may become liable for the payment of all or any part of the Debt do hereby severally waive presentment and demand for payment, notice of dishonor, notice of intention to accelerate, notice of acceleration, protest and notice of protest and non-payment and all other notices of any kind. No release of any security for the Debt or extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note made by agreement between Lender or any other person or entity shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Borrower, and any other person or entity who may become liable for the payment of all or any part of the Debt under this Note or any other agreement. No notice to or demand on Borrower shall be deemed to be a waiver of the obligation of Borrower or of the right of Lender to take further action without further notice or demand as provided for in this Note. If Borrower is a partnership, the agreements herein contained shall remain in force and be applicable, notwithstanding any changes in the individuals or entities comprising the partnership, and the term "Borrower," as used herein, shall include any alternate or successor partnership, but any predecessor partnership and their partners shall not thereby be released from any liability. If Borrower is a corporation, the agreements contained herein shall remain in full force and be applicable notwithstanding any changes in the shareholders comprising, or the officers and directors relating to, the corporation, and the term "Borrower" as used herein, shall include any alternative or successor corporation, but any predecessor corporation shall not be relieved of liability hereunder. If any Borrower is a limited liability company, the agreements herein contained shall remain in force and be applicable, notwithstanding any changes in the members comprising the limited liability company, and the term "Borrower" as used herein, shall include any alternate or successor limited liability company, but any predecessor limited liability company and their members shall not thereby be released from any liability.

ARTICLE 5: TRANSFER

Upon the transfer of this Note, Lender may deliver all the collateral mortgaged, granted, pledged or assigned, or any part thereof, to the transferee who shall thereupon become vested with all the rights herein or under applicable law given to Lender with respect thereto, and Lender shall thereafter forever be relieved and fully discharged from any liability or responsibility in the matter; but Lender shall retain all rights hereby given to it with respect to any liabilities and the collateral not so transferred.

ARTICLE 6: GOVERNING LAW

(A) THIS NOTE WAS NEGOTIATED IN THE STATE OF UTAH, AND MADE BY BORROWER AND ACCEPTED BY LENDER IN THE STATE OF UTAH, AND THE PROCEEDS OF THIS NOTE WERE DISBURSED FROM THE STATE OF UTAH, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS NOTE AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF UTAH APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS NOTE AND THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

(B) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS NOTE MAY AT LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL COURT IN THE STATE OF UTAH OR ANY STATE COURT IN WEBER COUNTY, AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

ARTICLE 7: NOTICES

All notices or other written communications hereunder shall be delivered to the Borrower or to the Executive Director of the Lender.

ARTICLE 10: SECURITY

This Note is secured by a Deed of Trust of even date herewith.

IN WITNESS WHEREOF, Borrower has duly executed this Note as of the day and year first above written.

Madison Towns on 40th, LLC a Utah Limited Liability Company,

By: 

Name: Michael Anthony Medina

Title: Manager

EXHIBIT B

Amendment to Promissory Note

AMENDMENT TO PROMISSORY NOTE

This Amendment to Promissory Note is entered into between Madison Towns on 40th, LLC, a Utah limited liability company (“**Borrower**”), and South Ogden City Community Development and Renewal Agency, a political subdivision of the State of Utah (“**Lender**”). The original Promissory Note was made March 5, 2020, by Borrower in favor of Lender (the “**Note**”).

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Borrower hereby amend the Note in the following particulars:

- (a) The last paragraph of Article 1 of the Note is hereby amended to provide that, on or before the original maturity date, Borrower shall have the option to extend the date when all unpaid principal and accrued interest on the Note shall be due until May 31, 2023. Borrower may exercise the option by giving notice to Lender and paying an extension fee of \$500.00.
- (b) Article 10 of the Note is hereby amended to provide that Lender agrees to subordinate its Deed of Trust to the deed of trust of Borrower’s construction lender. Lender agrees to affect such subordination by promptly executing the Subordination Agreement attached hereto as Exhibit “A”.

All provisions of the Note not expressly amended herein shall remain in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

Executed on the dates indicated below, to be effective as of May 17, 2022.

BORROWER:

Madison Towns on 40th, LLC,
a Utah limited liability company

By: _____
Michael A. Medina, Manager

Date signed: _____

LENDER:

South Ogden City Community Development and Renewal Agency,
a political subdivision of the State of Utah

By: _____
Russell L. Porter, Chair

Date signed: _____