



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

TUESDAY, AUGUST 16, 2022, 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, August 16, 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; anyone interested is welcome to attend. No action will be taken on any items discussed during the pre-council work session. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

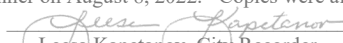
II. REVIEW OF AGENDA

III. DISCUSSION ITEMS

- A. FY2023 Budget
- 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 August 8, 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, AUGUST 16, 2022, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, August 16, 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; anyone interested is welcome to attend. 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 Howard

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

III. RESPONSE TO PUBLIC COMMENT

IV. CONSENT AGENDA

- A. Approval of August 2, 2022 Special City Council Meeting and Regular City Council Meeting Minutes
- B. Declaring Certain Items as Surplus to the City's Needs

V. PUBLIC HEARING

To Receive and Consider Comments on a Proposed Boundary Adjustment with Weber County

VI. DISCUSSION / ACTION ITEMS

- A. Consideration of **Ordinance 22-12** – Amending the Consolidated Fee Schedule for Police Records Requests
- B. Consideration of **Ordinance 22-13** – Approving a Boundary Adjustment with Weber County
- C. Consideration of **Resolution 22-28** – Adopting the FY2023 Budget
- D. Consideration of **Resolution 22-29** – Approving an Agreement With Siddons-Martin Emergency Group for Commitment to Purchase Fire Truck
- E. Consideration of **Resolution 22-30** – Approving an Agreement With Professional Sales and Service for Commitment to Purchase Ambulance
- F. Consideration of **Resolution 22-31** – Approving a Contract With Bizmuni for Business Licensing Services
- G. Consideration of **Resolution 22-32** – Approving a Contract With Wasatch Front Football League

VII. DISCUSSION ITEMS

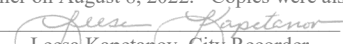
- A. Discussion on Code Amendments Concerning Drive-Throughs
- B. Discussion on Sick Leave Buy Back Policy

VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. 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 August 8, 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
SPECIAL CITY COUNCIL MEETING
TUESDAY, AUGUST 2, 2022, 5 PM
COUNCIL ROOM

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Mayor Porter joined the meeting virtually.

STAFF MEMBERS PRESENT

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

MEMBERS OF THE PUBLIC PRESENT

Nicholas Mills and Family

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

https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC220802_1703.mp3

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

I. CALL TO ORDER

- At 5:04 pm, Mayor Porter called the meeting to order and entertained a motion to begin
00:00:00

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

II. CONSENT AGENDA

- A. Approval of July 19, 2022 Council Minutes
- B. Advice and Consent to the Appointment of Nic Mills to the Planning Commission
 - Mayor Porter read through the items on the consent agenda then invited Mr. Mills to come forward and introduce himself

00:00:35

- The Council asked Mr. Mills several questions
00:02:36
- The mayor called for a motion to approve the consent agenda
00:04:39

Council Member Strate so moved. Council Member Howard seconded the motion.
The voice vote was unanimous in favor of the motion.

III. DISCUSSION /ACTION ITEMS

A. Consideration of Resolution 22-25 – Approving an Agreement With Total Compensation Systems for Actuarial Services

- Staff overview 00:04:52
- Questions/discussion 00:06:53
- The mayor called for a motion to adopt Resolution 22-25
00:07:14

Council Member Smyth so moved, followed by a second from Council Member Howard.
The mayor asked if there was further discussion and, seeing none, he called the vote:

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

Resolution 22-25 was adopted.

B. Consideration of Resolution 22-26 – Approving an Agreement With SecurLyft for Patient Transfer Equipment

- Staff overview 00:07:44 Chief West showed a Securlyft sheet to the council
- Questions/Discussion 00:08:37
- Mayor Porter called for a motion to approve Resolution 22-26
00:11:52

Council Member Strate so moved. Council Member Orr seconded the motion. After determining 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 agreement was approved.

C. Consideration of Resolution 22-27 – Approving an Agreement With Renner Sports Surfaces for Re-Surfacing of 40th Street Park Basketball and Tennis Courts

- Staff overview 00:12:24
- Questions/Discussion 00:13:59
- The mayor called for a motion to approve Resolution 22-27 00:14:26

Council Member Smyth so moved. The motion was seconded by Council Member Howard. There was no further discussion on the motion. Mayor Porter called the vote:

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

The resolution was adopted.

VII. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Orr - 00:15:00
- Council Member Howard - 00:16:40
- Council Member Strate - 00:17:02
- Council Member Smyth - 00:17:50
- Council Member Stewart - 00:18:36

B. City Manager 00:20:08

C. Mayor 00:24:16

- Comments from Council Member Strate concerning administrative vs. legislative decisions and hours the pickle ball courts are open 00:26:02
- Comments from Council Member Orr concerning the pickle ball court hours 00:27:11

125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161

VI. ADJOURN

- Mayor Porter called for a motion to adjourn the meeting
00:27:58

Council Member Strate so moved, followed by a second from Council Member Howard. The voice vote was unanimous in favor of the motion.

The meeting ended at 5:32 pm.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Special Council Meeting held Tuesday, August 2, 2022.


Leesa Kapetanov, City Recorder

Date Approved by the City Council



**MINUTES OF THE
SOUTH OGDEN CITY COUNCIL MEETING**
TUESDAY, AUGUST 2, 2022, 6 PM
COUNCIL ROOM

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Mayor Porter joined the meeting virtually.

STAFF MEMBERS PRESENT

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

MEMBERS OF THE PUBLIC PRESENT

Joyce & Bruce Hartman, Kent S. Gardner, Carlyle and Terry Shaw, Jennee Hansen, Marshall Kulp, Carl J. Leuschner, Kari & Rita Ebeling, Todd, Weston, George Garwood, Angelique Demming, Stephen C. McKay

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

https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC220802_1757.mp3

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

I. OPENING CEREMONY

A. Call To Order

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

Council Member 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

37 C. Pledge Of Allegiance

38 Council Member Stewart led everyone in the Pledge of Allegiance.

41 **II. PUBLIC HEARING**

42 To Receive and Consider Comments on the Proposed FY2023 Budget Which Includes a Proposed
43 Property Tax Increase

- 44
- 45 • The mayor announced it was time to enter into a public hearing for the reason stated on the
46 agenda. He called for a motion to do so.

47 00:01:28

48

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

- 51
- 52 • Mayor Porter invited those present in the meeting to come forward and speak. He also
53 announced that those online could submit their comments until 6:17 pm.

54

55 Public Comments

56 Marshall Kulp- 00:02:25

57 Kent Gardner- 00:03:59

58 Carl Leuschner- 00:06:20

59 Council Member Strate answered questions about the school district and other taxing entities

60 00:07:40

61 Lucinda Ott- 00:10:04

62 Carlyle Shaw- 00:11:19

63 Todd Weston- 00:12:37

64 George Garwood- 00:14:53

65 Jennifer Hansen- 00:17:27

- 66
- 67 • There were no more comments from those present. Communication and Events Specialist
68 Jamie Healy reported no comments had been made online for the public hearing. Mayor Porter
69 called for a motion to close the public hearing.

70 00:18:23

71

72

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

- 75
- 76 • The mayor asked City Manager Dixon to explain how home values are assessed

77 00:19:15

- 78 • Mayor Porter answers other questions put forth in the public hearing and explains next steps

79 00:23:14

80

- 82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99

101

- 102

104
105

107

116
117

119
120

Date Approved by the City Council

memo

South Ogden City

To: Matthew Dixon, City Manager
From: Becki Winger
Date: July 20, 2022
Re: Surplus Property

In accordance with current City policies, I am requesting that the following property currently within the possession of this department be declared surplus to City needs:

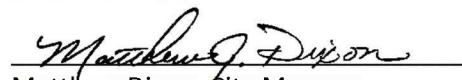
No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
1	JBL Speaker	TBD	Pawn Shop Contract	Sale
1	Silver Teardrop Diamond Ring	TBD	Pawn Shop Contract	Sale
1	Springfield XD .40 Handgun	TBD	Pawn Shop Contract	Sale
1	Charter Arms .44 Special Revolver	TBD	Pawn Shop Contract	Sale
1	Hi-Point 9mm Handgun	TBD	Pawn Shop Contract	Sale
1	Keltic 9mm Handgun	TBD	Pawn Shop Contract	Sale
1	Smith & Wesson 9mm Handgun	TBD	Pawn Shop Contract	Sale
1	Hi-Point .380 Handgun	TBD	Pawn Shop Contract	Sale
1	Jimenez .22 Handgun	TBD	Pawn Shop Contract	Sale

* Value of property shall be estimated by evaluation by a qualified and disinterested appraiser, through professional publications and valuation services, or through an informal market survey conducted by the Director of Finance.

**Sales of City property shall be based, whenever possible, on competitive sealed bids. The Director of Finance, in consultation with the City Manager, may waive the competitive bidding requirement when the value of the property has been estimated by an alternate method and the value is considered negligible in relation to the costs of sale by bid, sale by bidding procedure is deemed unlikely to produce a competitive offer, or circumstances indicate that bidding on the property will not be in the best interests of the city.

City Manager's findings:

I find that the above items are surplus to the needs of South Ogden City and the proposed disposition of this property is approved.


Matthew Dixon, City Manager

7/27/2022
Date




NOTICE OF SURPLUS PROPERTY

Notice is hereby given that Darin Parke, Police Chief, has requested that the following property be declared surplus, and that Matthew Dixon, City Manager, has verified that the following items are surplus to the City's needs and can be utilized or disposed of as noted:

No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
1	JBL Speaker	TBD	Pawn Shop Contract	Sale
1	Silver Teardrop Diamond Ring	TBD	Pawn Shop Contract	Sale
1	Springfield XD .40 Handgun	TBD	Pawn Shop Contract	Sale
1	Charter Arms .44 Special Revolver	TBD	Pawn Shop Contract	Sale
1	Hi-Point 9mm Handgun	TBD	Pawn Shop Contract	Sale
1	Keltic 9mm Handgun	TBD	Pawn Shop Contract	Sale
1	Smith & Wesson 9mm Handgun	TBD	Pawn Shop Contract	Sale
1	Hi-Point .380 Handgun	TBD	Pawn Shop Contract	Sale
1	Jimenez .22 Handgun	TBD	Pawn Shop Contract	Sale

The City Council will determine if the above property should be declared surplus at the **August 16, 2022 regularly scheduled City Council meeting**. Any member of the city council may make a request for a public hearing concerning this property at the meeting.

Posted this 27th day of July, 2022


Leesa Kapetanov
City Recorder

memo

south ogden city

To: Matthew Dixon, City Manager
From: Cameron West
Date: July 27, 2022
Re: Surplus Property

In accordance with current City policies, I am requesting that the following property currently within the possession of this department be declared surplus to City needs:

No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
1	Workout Bench	0	Multiple pieces are broken	salvage
1	Commercial Lawnmower	\$200	Research online	Sale by bid
1	Smith Machine Workout Station	\$200	Research online	Sale by bid

* Value of property shall be estimated by sealed competitive bid, informal market survey, evaluation by a qualified and disinterested appraiser, or through professional publications and valuation services.

City Manager's findings:

I find that the above items are surplus to the needs of South Ogden City and the proposed disposition of this property is approved.


Matthew Dixon, City Manager

7/27/2022
Date




NOTICE OF SURPLUS PROPERTY

Notice is hereby given that Cameron West, Fire Chief, has requested that the following property be declared surplus, and that Matthew Dixon, City Manager, has verified that the following items are surplus to the City's needs and can be utilized or disposed of as noted:

No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
1	Workout Bench	\$0	Multiple pieces are broken	Salvage
1	Commercial Lawnmower	\$200	Research online	Sale by bid
1	Smith Machine Workout Station	\$200	Research online	Sale by bid

The City Council will determine if the above property should be declared surplus at the **August 16, 2022 regularly scheduled City Council meeting**. Any member of the city council may make a request for a public hearing concerning this property at the meeting.

Posted this 28th day of July, 2022


Leesa Kapetanov
City Recorder

ORDINANCE NO. 22-12

ORDINANCE OF SOUTH OGDEN CITY AMENDING THE CITY'S CONSOLIDATED FEE SCHEDULE TO CLARIFY POLICE RECORDS REQUEST FEES; 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 fees for police records requests need to be clarified as part of the ongoing management of the City; 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 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 clarifying police records request fees and making the necessary clerical and administrative changes to the Consolidated Fee Schedule; 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 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 and is now constituted 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 16th day of August, 2022, and after publication or posting as required by law.

DATED the 16th day of August, 2022.

SOUTH OGDEN, a municipal corporation

by: _____
Mayor Russell Porter

ATTESTED:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 22-12

Ordinance Of South Ogden City Amending The City's Consolidated Fee Schedule To Clarify Police Records Request Fees; Making Necessary Clerical And Administrative Changes; And Providing An Effective Date For These Actions.

16 Aug 22

Records Request (GRAMA) Fee Schedule

Amended ~~15-16 May-Aug 18-22~~ for wording and clarification ~~fingerprint~~ of 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	<u>Printed photographs of traffic accidents are processed as a police report. Release of all records is based on GRAMA classification.</u>
Police videos, <u>police</u> audio recordings, <u>police</u> photographs or reports copied to computer disk	\$25 <u>plus time it takes to process request billed at the salary of the lowest paid employee who has the necessary skill and training to perform the request. First 15 min. is free.</u> for each disk	Printed photographs or audio transcripts are processed as a police report <u>As per UCA§63G-2-203</u>
Police Report of case in which requester is listed as a victim of the crime	No charge	
Fire Incident Reports	Same as police <u>reports</u>	
Medical (EMS) Reports	Same as police <u>reports</u>	
Copy of Court Audio	\$10	Per copy
Processing <u>and/or</u> if 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.

ORDINANCE NO. 22-13

AN ORDINANCE OF THE SOUTH OGDEN CITY COUNCIL ADJUSTING THE CURRENT BOUNDARIES OF WEBER COUNTY AND SOUTH OGDEN CITY BY RELOCATING THEIR MUTUAL BOUNDARY, THEREBY ELIMINATING FROM WEBER COUNTY AREAS BEING SERVED BY SOUTH OGDEN CITY.

SECTION 1 - RECITALS

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

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

WHEREAS, certain properties currently within the boundaries of Weber County are incapable of being served by Weber County and are being served by the City, which properties are shown in Exhibit A attached hereto and incorporated herein by reference (the "Properties");

WHEREAS, the City and Weber County desire to take such measures as are required under the laws of the State of Utah to withdraw the Property from Weber County and add the Property to the boundaries of South Ogden City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, Utah, that the mutual boundary with Weber County, in accordance with the provisions of § 10-2-419, Utah Code, is hereby adjusted in order to provide for the withdrawal of the Properties from the boundaries of Weber County and into the boundaries of South Ogden, described herein below as follows:

PROPERTY DESCRIPTIONS

All of Weber County Parcel # 06-0320067, 06-032-0070, 07-045-0051, 07-015-0039, 07-015-0041, 07-015-0042, 07-015-0040, 07-015-0047.

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 are in conflict with this Ordinance, are, to the extent of such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION III - PRIOR ORDINANCES:

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

SECTION IV - SAVINGS CLAUSE:

If any provision of this Ordinance shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not have the effect of rendering 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 V - DATE OF EFFECT:

This Ordinance shall be effective on the 16th day of August, 2022, and after publication or posting as required by law.

PASSED AND ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 16th day of August, 2022.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, City Recorder

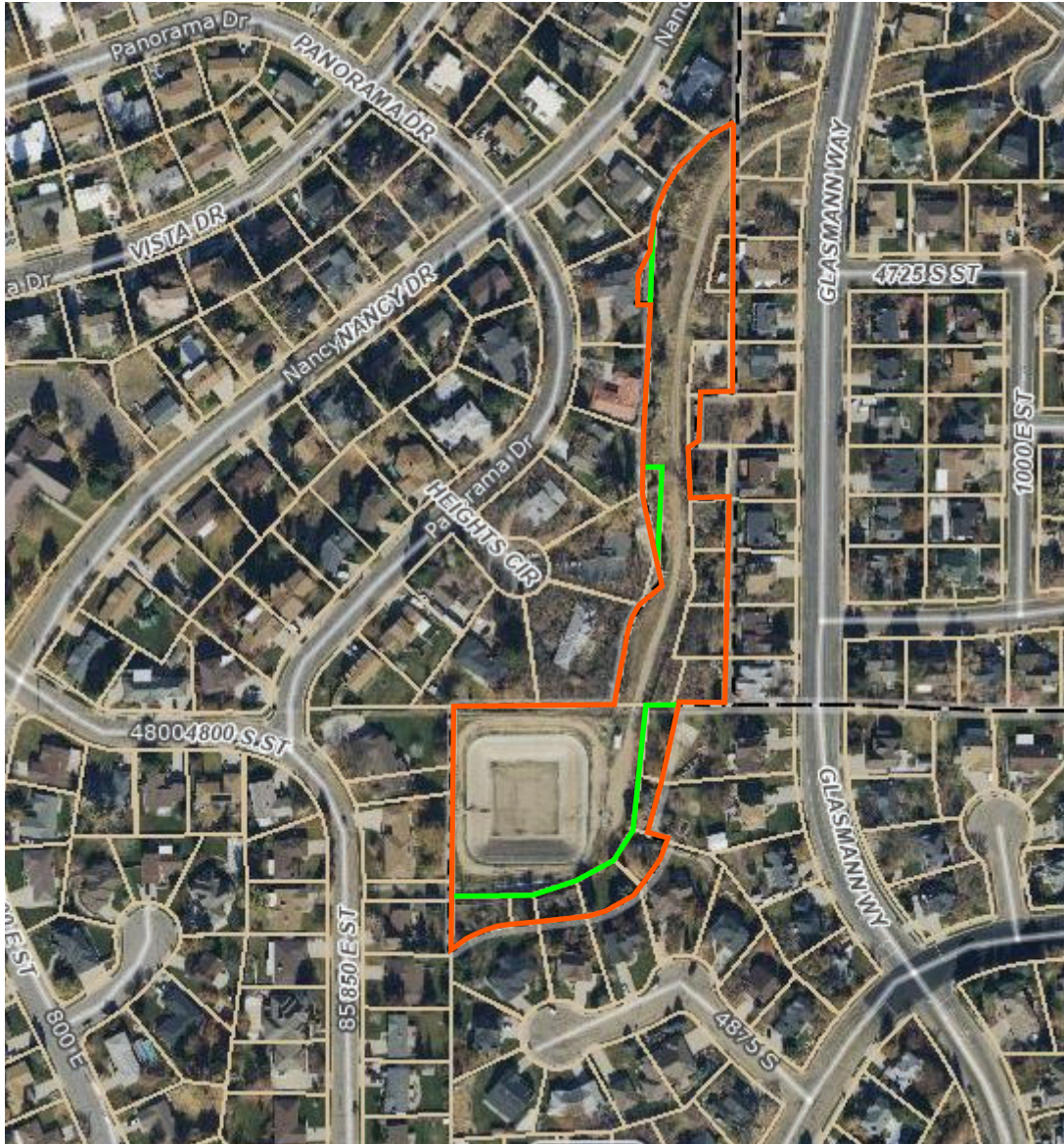
EXHIBIT “A”

ORDINANCE NO. 22-13

An Ordinance Of The South Ogden City Council Adjusting The Current Boundaries Of Weber County And South Ogden City By Relocating Their Mutual Boundary, Thereby Eliminating From Weber County Areas Being Served By South Ogden City.

16 Aug 22

- Current Boundary Line
- Boundary Changes Due to Adjustment



Resolution No. 22-28

A RESOLUTION OF THE CITY OF SOUTH OGDEN CITY, UTAH, ADOPTING THE BUDGET, TOGETHER WITH ITS ASSOCIATED FORMS, SCHEDULES, AND ATTACHMENTS, FOR SOUTH OGDEN CITY FOR THE FISCAL YEAR FROM JULY 1, 2022 TO JUNE 30, 2023; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE CITY RECORDER.

SECTION 1 - RECITALS

WHEREAS, the City Council finds that at a regularly scheduled meeting of the City Council of South Ogden City, held during May, 2022, under the Uniform Fiscal Procedures act for Utah Cities, Utah Code ("UC") §10-6-101, et. seq., as amended, the Finance Director submitted to the City Council of South Ogden City the proposed Operating Budget; Capital improvements Budget; Enterprise Funds Budgets; and the Water, Sewer, and Garbage Budgets, and his budget message, all for the fiscal year of July 1, 2022 To June 30, 2023, as required by the statute; and,

WHEREAS, the City Council finds that in conformance with UC §10-3-818, upon its own motion, and as part of its budget adoption process, the City Council has reviewed and considered the compensation of each officer of the city, including but not limited to elected and appointed officials, with each salary schedule applicable to each officer of the city, to determine whether the compensation rates or schedules as existing and as proposed should be adopted, changed, or amended; and,

WHEREAS, the City Council finds that UC §10-6-118, as amended, requires that before the 22nd day of June each year, or September 1st, as is the case this year since the budget contemplates enacting a property tax increase under UC §59-2-919 through §59-2-923, the City Council shall by resolution or ordinance, adopt a budget for the ensuing fiscal year for each fund for which a budget is required; and,

WHEREAS, in compliance with law, the City Council set a time and place for a public hearing to consider the budget, including in increase in the property tax rate, at which all interested persons were given an opportunity to be heard, said hearing having been held on August 2, 2022 at 6 pm; and,

WHEREAS, the City Council finds that the notice of the time, place, and purpose of the public hearing to consider the budget, and all of its schedules, changes, and recommendations, including compliance with the state's "Truth in Taxation" notice requirements, i.e. publication once a week for the two weeks prior to the public hearing, and as otherwise required by statute,

in the *Ogden Standard – Examiner*, it being a newspaper published in the county within which the municipality is situated and circulated in the municipality; and

WHEREAS, the City Council finds that the City Council considered for adjustment and/or adoption the Finance Director’s recommended budget, with any adjustments detailed in the South Ogden City Fiscal Year 2023 Budget, herein shown as **Attachment “A”**; and,

WHEREAS, the City Council finds that all conditions precedent to the adoption of the final budget have been accomplished;

THEREFORE, BE IT RESOLVED by the City Council of South Ogden City,

SECTION 2 – BUDGET ADOPTED

The City Council finds that the budget, comprising the Operating Budget; Capital Improvements Budget; Enterprise Funds Budgets, including the determination – following the required public hearing – that the City will not charge itself for its own utility service use; Personnel Schedules, identifying the classification and pay plan for employment positions for each department including certain Non-Merit Special employee positions, and elected and statutory officials’ compensations schedules, as the budget and schedules have been adjusted and amended as depicted and detailed in **Attachment “A”**, are attached and incorporated by this reference as if set out fully, is adopted, with all identified funds and allocations thereto created, re-created, or reaffirmed and made the official budget of South Ogden City for the fiscal year of July 1, 2022 To June 30, 2023.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 16th day of August, 2022, and after publication or posting as required by law.

PASSED AND ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 16th day of August, 2022.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 22-28

A Resolution Of The City Of South Ogden City, Utah, Adopting The Budget, Together With Its Associated Forms, Schedules, And Attachments, For South Ogden City For The Fiscal Year From July 1, 2022 To June 30, 2023; And Providing That This Resolution Shall Take Effect Immediately Upon Its Adoption And Deposit With The City Recorder.

South Ogden City

FY 2023

Final Budget

Adopted

August 16, 2022

Resolution – 22-28

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
GENERAL FUND					
TAX REVENUE					
10-31-100	Property Tax Collections CY	3,404,244	3,774,999	3,724,351	4,177,707
10-31-105	Prop 1 Tax Increment	382,274	373,300	383,393	413,638
10-31-200	Property Tax - Delinquent	101,803	63,266	80,570	63,266
10-31-250	Motor Vehicle & Personal Prop.	223,307	213,664	222,671	222,671
10-31-300	General Sales and Use Taxes	4,797,312	4,503,597	4,803,835	5,264,846
10-31-400	Utility Franchise Fee	367,287	392,048	379,499	394,104
10-31-500	Franchise Tax	248,293	253,400	238,452	243,208
10-31-550	Municipal Energy Use Tax	886,862	866,831	935,210	942,854
Total TAX REVENUE:		10,411,381	10,441,105	10,767,980	11,722,294
LICENSES & PERMITS					
10-32-100	Business Licenses	136,314	102,108	137,323	127,000
10-32-200	Building Permits	186,019	83,313	280,604	83,313
10-32-300	Animal Licenses	11,746	11,366	9,560	9,060
10-32-325	Micro-Chipping Fees	740	930	1,260	970
10-32-350	Animal Adoptions	17,225	19,118	16,325	16,540
10-32-375	Animal Shelter Fees	4,808	6,387	4,057	4,808
Total LICENSES & PERMITS:		356,852	223,222	449,129	241,691
INTERGOVERNMENTAL REVENUE					
10-33-100	CARES Act Funding	1,461,761	.00	.00	.00
10-33-150	State Liquor Fund Allotment	19,905	19,906	20,554	21,211
10-33-200	ARPA - American Rescue Plan	.00	.00	.00	80,000
10-33-600	State/Local Grants	710,334	503,803	57,352	488,336
10-33-900	Class "C" Road Fund Allotment	686,267	625,346	551,227	692,423
10-33-925	Resource Officer Contract	46,875	49,241	46,875	46,875
Total INTERGOVERNMENTAL REVENUE:		2,925,143	1,198,296	676,008	1,328,845
RECREATION & PLANNING FEES					
10-34-200	Baseball Revenue	11,370	1,840	13,291	12,840
10-34-250	Soccer	3,947	1,642	5,308	4,722
10-34-300	Spike/Kickball Fees	90	90	315	.00
10-34-350	Basketball Fees	14,420	14,628	17,415	17,315
10-34-352	Comp Youth Basketball	84,135	84,285	91,580	91,580
10-34-354	Comp Adult Basketball	3,605	.00	10,800	11,700
10-34-375	Flag Football	2,440	2,440	3,043	3,043
10-34-450	Volleyball Registration	790	790	4,537	4,537
10-34-500	Football	18,885	10,910	15,597	3,677
10-34-505	Football Apparel	1,222	1,222	3,100	3,100
10-34-550	Tennis / Pickleball	1,460	400	280	280
10-34-700	Plan Check Fee	99,618	36,690	162,758	34,400
10-34-725	Engineering Review Fees	2,471	18,314	18,314	13,500
10-34-726	Zoning/Subdivision Fees	6,835	4,268	7,595	2,400
10-34-750	Street Cut Fee	8,786	7,298	4,593	4,400
10-34-850	Bowery Rental	1,150	300	3,275	1,800
10-34-875	Sex Offender Registration Fee	600	425	650	500
10-34-900	Public Safety Reports	14,964	12,630	19,197	14,100
Total RECREATION & PLANNING FEES:		276,787	198,172	381,646	223,894

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
FINES & FORFEITURES					
10-35-200	Fines- Regular	375,885	390,248	374,167	384,000
10-35-300	Alarm Fines/Permits	5,550	6,600	3,750	5,200
Total FINES & FORFEITURES:		381,435	396,848	377,917	389,200
MISCELLANEOUS REVENUE					
10-36-100	Interest	46,682	58,622	37,136	38,200
10-36-105	Cash Over/Short	31-	.00	94	.00
10-36-200	Sub 4 Santa	.00	.00	20	.00
10-36-400	Sales of Fixed Assets	103,622	.00	3,176	.00
10-36-500	75th Anniversary Sales	20	.00	20	.00
10-36-601	Donations to South Ogden City	7,816	5,525	6,620	.00
10-36-700	Contractual Agreement Reven	162,346	167,033	168,586	175,447
10-36-900	Misc. Revenue	180,610	41,756	89,876	24,600
10-36-950	Traffic School	25	25	.00	.00
Total MISCELLANEOUS REVENUE:		501,091	272,961	305,527	238,247
CHARGE FOR SERVICE & TRANSFERS					
10-39-150	Lease Financing	.00	583,900	184,931	331,275
10-39-242	Transfer in from Sewer Fund	10,418	11,043	11,043	11,595
10-39-244	Transfer in from Storm Drain	15,048	15,950	15,950	16,748
10-39-250	Transfer in from Water Fund	54,404	57,668	57,668	60,551
10-39-300	Transfer In From CPF	2,663,277	.00	.00	125,000
10-39-350	Charge for Service - CDRA	5,734	5,502	5,710	3,730
10-39-400	Charge for Service - Water Fnd	247,080	268,670	268,668	270,256
10-39-410	Charge for Service - Sewer Fnd	283,644	230,822	230,820	261,388
10-39-420	Charge for Svc - Storm Drn Fnd	161,460	188,110	188,100	202,251
10-39-430	Charge for Service - Grbge Fnd	100,092	97,711	97,704	109,902
10-39-440	Charge for Service - Amb Fnd	64,800	66,568	66,564	70,742
10-39-700	Appropriated Fund Bal-Class C	.00	50,000	.00	50,000
10-39-800	Appropriated Fund Balance	.00	2,029,219	.00	959,171
Total CHARGE FOR SERVICE & TRANSFERS:		3,605,957	3,605,163	1,127,158	2,472,609
Total Revenue:		18,458,645	16,335,767	14,085,364	16,616,780
COUNCIL					
10-41-110	Salaries and Wages	113,427	65,841	65,623	72,313
10-41-130	Employee Benefits	17,623	9,840	7,918	8,632
10-41-210	Books, Subscrip.& Memberships	10,685	11,297	11,298	12,484
10-41-230	Travel & Training	4,231	6,676	5,598	6,890
10-41-240	Supplies	2	514	.00	530
10-41-700	Small Equipment	.00	771	.00	796
Total COUNCIL:		145,967	94,939	90,437	101,645
LEGAL DEPARTMENT					
10-42-110	Salaries and Wages	63,217	19,937	15,083	33,041
10-42-130	Employee Benefits	9,369	1,526	1,143	2,528
10-42-210	Books, Subscriptions & Member	1,779	1,027	.00	.00
10-42-230	Travel & Training	.00	514	.00	1,530
10-42-240	Supplies	.00	514	.00	530
10-42-280	Telephone	375	925	.00	.00
10-42-310	Outside Legal Counsel	16,776	65,000	48,680	60,000

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
10-42-320	Prosecutorial Fees	15,400	30,000	30,000	30,000
Total LEGAL DEPARTMENT:		106,916	119,443	94,906	127,629
Court Department					
10-43-110	Salaries & Wages	172,528	174,826	171,388	202,885
10-43-130	Employee Benefits	52,836	57,179	55,898	62,724
10-43-210	Books, Subscriptions, & Mbrshp	.00	514	349	530
10-43-230	Travel & Training	108	1,541	818	1,590
10-43-240	Office Supplies	2,854	4,010	4,009	3,152
10-43-275	State Surcharge	97,335	123,092	97,248	127,031
10-43-280	Telephone	300	309	300	319
10-43-300	Public Defender Fees	14,500	15,405	12,400	15,898
10-43-305	Wasatch Constable Contract	1,938	26,702	1,067	22,556
10-43-310	Professional & Technical	1,516	3,595	2,096	3,710
10-43-329	Computer Repairs	.00	257	50	265
10-43-330	Witness Fees	37	1,438	.00	1,100
10-43-700	Small Equipment	332	309	230	319
10-43-750	Capital Outlay	1,439	.00	.00	.00
Total Court Department:		345,723	409,177	345,853	442,079
ADMINISTRATION					
10-44-110	Salaries and Wages	596,979	586,813	587,119	711,030
10-44-112	Overtime	.00	.00	90	.00
10-44-130	Employee Benefits	215,871	228,495	224,619	259,230
10-44-210	Books, Subscriptions & Member	3,057	4,108	3,605	4,239
10-44-230	Travel & Training	6,961	19,000	16,227	19,608
10-44-240	Office Supplies & Miscell	3,989	6,676	4,028	6,890
10-44-247	Car Allowance	6,804	6,988	6,804	6,804
10-44-248	Vehicle Maintenance	51	514	.00	530
10-44-280	Telephone	4,499	5,115	4,661	5,279
10-44-300	Gas	81	771	531	796
10-44-310	Professional & Technical	25,776	22,771	11,636	23,500
10-44-329	Computer Repairs	319	257	.00	265
10-44-600	Service Charges	44,636	48,948	49,174	50,514
10-44-700	Small Equipment	1,200	2,529	45	2,610
10-44-750	Capital Outlay	.00	2,184	2,184	.00
Total ADMINISTRATION:		910,221	935,169	910,724	1,091,295
NON-DEPARTMENTAL					
10-49-130	Retirement Benefits	40,206	49,705	48,697	56,395
10-49-220	Public Notices	3,993	5,135	1,710	3,000
10-49-250	Unemployment	.00	2,054	2,423	2,120
10-49-255	Ogden Weber Chamber Fees	3,000	3,081	3,000	3,180
10-49-260	Workers Compensation	77,729	85,485	88,725	98,221
10-49-290	City Postage	30,000	55,972	45,000	50,000
10-49-291	Newsletter Printing	7,440	9,219	8,004	8,585
10-49-310	Auditors	12,550	15,865	11,830	16,373
10-49-320	Professional & Technical	69,801	100,810	84,790	104,036
10-49-321	I/T Supplies	2,231	3,081	485	3,180
10-49-322	Computer Contracts	74,781	72,298	66,804	74,612
10-49-323	City-wide Telephone	6,663	7,474	8,440	6,041
10-49-324	City-wide Internet	6,667	6,532	6,673	6,741
10-49-329	Server Repairs	100	5,135	.00	2,500

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
10-49-400	Unreserved	.00	107,430	.00	80,000
10-49-430	Sales Tax Admin Fee	31,250	27,551	31,288	28,433
10-49-450	Homeless Shelter State Fee	33,416	32,767	33,772	41,478
10-49-500	City Safety/Wellness Program	12,142	12,324	4,092	12,718
10-49-510	Insurance	164,530	189,995	160,970	196,075
10-49-515	City Donations	4,100	4,155	4,153	71,955
10-49-520	Employee Assistance Plan	3,680	3,698	4,080	4,080
10-49-550	COVID - 19/ CARES ACT	943,589	.00	4,633	.00
10-49-551	Covid - 19/ARPA Amer Resc Plan	.00	.00	.00	80,000
10-49-596	Holiday Dinner	.00	5,649	5,269	5,830
10-49-597	Employee Recognition Prog	3,651	10,270	4,571	7,100
10-49-598	OFFH	.00	6,314	4,057	6,516
10-49-599	Easter Egg Hunt	1,249	3,531	2,067	3,180
10-49-600	Community Programs	12,923	6,208	5,318	6,407
10-49-605	Continuing Education	2,651	7,189	6,000	7,000
10-49-607	Soba	.00	1,233	.00	.00
10-49-610	Government Immunity	500	6,676	.00	6,000
10-49-700	Small Equipment	549	2,054	.00	2,120
10-49-750	Capital Outlay	2,816	206,195	197,070	.00
Total NON-DEPARTMENTAL:		1,552,207	1,055,085	843,921	993,876
ELECTIONS					
10-50-240	Supplies	.00	13,100	8,197	.00
Total ELECTIONS:		.00	13,100	8,197	.00
BUILDING AND GROUNDS					
10-51-263	Fire Station #82 Utilities	7,651	8,216	7,757	8,479
10-51-264	Station #82 Maintenance	2,742	2,054	1,930	2,120
10-51-265	Cleaning Contract	18,496	27,729	18,450	22,350
10-51-266	Elevator Maintenance	12,053	12,068	6,570	12,454
10-51-270	New City Hall Maintenance	54,025	56,836	31,734	68,796
10-51-275	New City Hall Utilities	125,773	118,445	115,823	122,235
10-51-750	Capital Outlay	79,449	236,060	236,058	60,081
Total BUILDING AND GROUNDS:		300,189	461,408	418,322	296,515
PLANNING & ZONING					
10-52-120	Commission Allowance	5,275	6,471	6,050	6,300
10-52-210	Books, Subscrip, Memberships	.00	257	18	265
10-52-230	Travel & Training	.00	514	.00	530
10-52-310	Professional & Technical Servi	76,554	115,448	111,775	79,490
10-52-330	General Plan Revision	24,762	4,700	.00	39,100
Total PLANNING & ZONING:		106,591	127,390	117,843	125,685
POLICE SERVICES					
10-55-110	Full time wages - Police	1,241,070	1,832,182	1,849,475	2,106,337
10-55-111	Part time wages - Police	36,898	38,947	17,418	28,064
10-55-112	Overtime wages - Police	43,851	50,836	47,393	42,474
10-55-115	Animal Control Wages	46,350	51,170	51,102	56,491
10-55-116	Crossing Guards	15,030	24,330	12,608	24,330
10-55-130	Benefits - Police	946,812	1,126,628	1,081,222	1,251,924
10-55-131	WTC - A/C Contract	67,472	71,615	73,642	65,471
10-55-132	Liquor Funds Expenditures	22,586	23,197	23,054	21,211

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
10-55-150	Death Benefit Ins. - Police	2,322	2,460	310	400
10-55-210	Mbrshps, Bks & Sub - Police	6,415	7,053	7,039	7,253
10-55-230	Travel & Training - Police	15,009	11,919	9,834	15,519
10-55-240	Office Supplies - Police	7,537	5,162	3,909	6,359
10-55-245	Clothing Contract - Police	21,221	11,540	9,895	13,050
10-55-246	Special Dept Supplies - Police	7,134	10,028	7,817	12,100
10-55-247	Animal Control Costs	24,324	30,699	28,169	9,200
10-55-248	Vehicle Maintenance - Police	11,361	17,013	16,245	20,137
10-55-250	Equipment Maintenance - Police	.00	554	.00	2,120
10-55-280	Telephone/Internet - Police	22,343	21,108	19,955	23,847
10-55-300	Gas	65,841	88,640	89,749	103,848
10-55-310	Professional & Tech - Police	26,283	19,936	18,167	29,862
10-55-323	MDT/Radio Repairs	3,077	2,168	1,039	3,269
10-55-329	Computer Repairs - Police	.00	1,438	679	1,484
10-55-350	Crime Scene Investigations	33,939	35,379	35,373	37,935
10-55-400	Weber/Morgan Strike Force	17,146	17,609	17,063	18,172
10-55-450	K-9	1,606	2,054	589	2,120
10-55-470	Community Education/Programs	382	1,002	.00	600
10-55-649	Lease Interest/Taxes	8,567	10,086	8,477	.00
10-55-650	Lease Payments - Police	121,686	137,573	143,129	40,273
10-55-700	Small Equipment - Police	9,931	1,364	934	8,735
10-55-750	Capital Outlay - Police	136,671	146,524	93,026	46,800
Total POLICE SERVICES:		2,962,864	3,800,214	3,667,311	3,999,385
FIRE PROTECTION					
10-57-110	Salaries & Wages	842,624	1,275,954	1,288,022	1,503,680
10-57-111	Part Time Wages	184,741	196,685	186,017	199,276
10-57-112	Overtime	275,297	218,022	229,697	100,208
10-57-130	Employee Benefits	512,535	685,020	619,631	696,018
10-57-210	Memberships, Books & Subscrip	766	1,555	1,555	2,598
10-57-230	Travel & Training	3,497	15,181	14,474	9,539
10-57-240	Office Supplies & Expense	777	1,154	846	2,120
10-57-245	Clothing Contract	27,054	26,458	25,006	24,377
10-57-246	Special Department Supplies	10,684	11,152	11,149	17,223
10-57-250	Vehicle Maintenance	54,832	38,621	38,598	24,377
10-57-255	Other Equipment Maintenance	8,106	8,270	7,862	10,599
10-57-280	Telephone/Internet	11,757	10,352	10,770	9,845
10-57-300	Gas	22,020	28,695	30,555	30,930
10-57-310	Professional & Technical	24,221	9,221	10,962	12,934
10-57-330	Fire Prevention/ Community Edu	.00	1,541	1,235	1,590
10-57-400	Emergency Management Planning	6,336	6,162	5,847	6,359
10-57-649	Lease Interest/Taxes	21,347	18,570	18,568	11,386
10-57-650	Lease Payments	34,707	170,347	42,537	143,467
10-57-700	Small Equipment	9,138	16,284	16,303	15,242
10-57-750	Capital Outlay	1,419	49,799	47,496	.00
Total FIRE PROTECTION:		2,051,859	2,789,043	2,607,130	2,821,768
INSPECTION SERVICES					
10-58-110	Salaries and Wages	87,891	86,002	86,403	93,884
10-58-130	Employee Benefits	22,301	37,941	36,413	46,619
10-58-210	Books, Subscrip. & Memberships	185	1,168	694	689
10-58-230	Travel & Training	235	3,922	1,075	4,770
10-58-240	SUPPLIES	175	514	.00	530
10-58-245	Clothing Allowance	33	309	176	319

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
10-58-248	Vehicle Maintenance	.00	714	1,373	530
10-58-280	CELLULAR PHONE	1,284	600	600	600
10-58-300	Gas	1,337	2,356	2,480	2,202
10-58-315	PROFESSIONAL & TECHNICAL	49,828	54,762	50,719	24,006
10-58-649	Lease Interest/Taxes	67	78	77	.00
10-58-650	Lease Payments	4,541	8,581	8,488	5,500
10-58-700	Small Equipment	40	.00	.00	.00
Total INSPECTION SERVICES:		167,916	196,947	188,498	179,649
STREETS					
10-60-110	Salaries and Wages	241,247	250,814	241,491	284,801
10-60-112	Overtime	2,886	5,101	1,449	5,626
10-60-130	Employee Benefits	87,603	98,443	88,490	122,224
10-60-210	Books, Subscrip. Memberships	1,104	1,541	298	1,590
10-60-230	Travel & Training	2,591	4,399	1,452	3,000
10-60-240	Office Supplies & Expense	850	1,777	1,613	1,060
10-60-245	Clothing/Uniform/Equip. Allow.	2,164	4,930	2,240	3,000
10-60-248	Vehicle Maintenance	23,467	25,675	22,422	26,497
10-60-260	Building & Grounds Maintenance	9,362	51,043	51,042	10,599
10-60-270	Utilities	39,863	51,350	39,857	46,000
10-60-280	Telephone	3,550	4,095	4,132	3,710
10-60-300	Gas	19,298	24,072	25,915	23,028
10-60-310	Professional	15,034	22,891	16,371	16,624
10-60-329	Computer Repairs	.00	514	.00	530
10-60-400	Class C Maintenance	78,115	100,000	97,485	100,000
10-60-480	Special Department Supplies	18,683	22,594	14,928	23,317
10-60-600	Siemens Streetlight Lease	44,492	46,750	46,749	11,845
10-60-649	Lease Interest/Taxes	21,700	26,633	20,909	.00
10-60-650	Lease Payments	201,395	269,198	193,620	11,500
10-60-700	Small Equipment	735	2,039	557	7,419
10-60-725	Sidewalk Replacements	11,877	50,000	2,604	50,000
10-60-730	Street Light Maintenance	32,836	25,919	12,730	26,784
10-60-750	Capital Outlay	45,790	469,298	127,951	320,000
Total STREETS:		904,643	1,559,076	1,014,307	1,099,154
PARKS					
10-70-110	Salaries and Wages	211,406	281,173	253,285	341,586
10-70-112	Overtime	5,423	5,060	6,351	5,581
10-70-120	Temporary - Parks	3,088	6,492	12,403	7,161
10-70-130	Employee Benefits	151,899	172,300	164,941	210,267
10-70-210	Books, Subscriptions & Mbrshps	570	1,233	750	1,272
10-70-230	Travel & Training	200	4,149	1,827	2,100
10-70-240	Special Dept. Supplies - Parks	46,741	42,621	43,950	43,985
10-70-244	Office Supplies Expense	63	1,027	223	1,060
10-70-245	Clothing/Uniform/Equip. Allow.	3,225	6,135	2,973	4,000
10-70-248	Vehicle Maintenance	13,908	13,824	16,495	12,718
10-70-260	Building Maintenance	557	5,135	2,547	4,000
10-70-270	Utilities	52,132	48,310	61,831	49,856
10-70-275	Off Leash Dog Area	1,883	3,595	1,206	3,710
10-70-280	Telephone/Internet	3,233	6,162	5,872	6,359
10-70-300	Gas	17,077	15,713	17,454	17,118
10-70-310	Professional & Technical	7,235	51,297	8,857	11,659
10-70-320	Urban Forestry Commission	.00	1,027	.00	250
10-70-329	2020 Wind Disaster	312,482	.00	37-	.00

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
10-70-549	Constructn Mgmt - Burch Creek	17,683	7,439	6,895	250
10-70-550	Burch Creek Park Constr	2,663,653	113,657	112,307	1,020
10-70-551	Club Heights lights (AT&T)	.00	180,954	.00	180,954
10-70-552	Constructn Mgmt - Club Heights	32,998	37,894	2,075	35,450
10-70-553	Club Heights Park Constr	752,545	624,488	328,619	295,869
10-70-600	Secondary Water Fees	29,302	32,605	30,808	33,648
10-70-649	Lease Interest/Taxes	10,777	11,046	11,045	.00
10-70-650	Lease Payments	108,475	106,726	105,851	6,000
10-70-700	Small Equipment	2,195	28,135	5,108	28,299
10-70-750	Capital Outlay- Parks	228,066	93,360	.00	525,108
Total PARKS:		4,676,816	1,901,557	1,203,639	1,829,280
RECREATION					
10-71-110	Salaries & Wages	59,196	62,691	63,169	121,957
10-71-125	Temporary - Recreation	93,148	76,728	98,951	34,728
10-71-130	Employee Benefits	41,961	49,438	44,424	46,709
10-71-210	Books, Subscriptions & Mbrshps	503	4,585	803	1,100
10-71-230	Travel & Training	.00	2,604	2,089	2,120
10-71-240	Office Supplies Expense	74	1,233	301	1,272
10-71-241	Comp League Expenses	13,097	13,081	13,204	7,308
10-71-242	Special Dept. Supplies	7,774	9,243	21,972	9,539
10-71-248	Vehicle Maintenance	30	1,027	.00	1,060
10-71-250	Gym Facility Utilities/Opertns	5,696	6,573	3,506	6,783
10-71-280	Telephone/Internet	1,276	3,595	1,037	2,000
10-71-300	Gas	.00	1,027	569	1,060
10-71-310	Professional & Technical	6,407	9,243	5,742	9,539
10-71-329	Computer Repairs	.00	514	.00	530
10-71-350	Officials Fees	28,221	48,225	42,738	30,160
10-71-649	Lease Interest/Taxes	.00	507	.00	.00
10-71-650	Lease Payments	.00	6,741	.00	.00
10-71-700	Small Equipment	228-	2,568	.00	2,650
10-71-750	Capital Outlay	190,988	34,700	36,212	.00
Total RECREATION:		448,143	334,323	334,716	278,515
TRANSFERS					
10-80-160	Reserve for Fund Balance	.00	9,969	.00	908,485
10-80-169	Transfer to City Center CRA	.00	12,500	.00	.00
10-80-170	Transfer Prop 1 to CPF	382,274	373,300	373,296	413,638
10-80-190	Trans Utility F/F to CPF	183,643	196,024	196,020	197,052
10-80-230	Trans to Capital Improv Fund	1,500,000	125,000	125,000	.00
10-80-235	Trans to CPF - Class 'C'	262,572	282,949	282,948	592,423
10-80-240	Transfer Class 'c' to Debt Ser	242,184	242,397	242,388	.00
10-80-250	Transfer to Debt Service Fund	1,041,204	1,047,957	1,047,948	1,047,707
10-80-251	Transfer to Ambulance Fund	64,489	51,000	.00	.00
10-80-260	CARES to Weber County	459,226	.00	.00	.00
10-80-275	Trnfr to South Ogden Days Fund	50,004	67,000	49,992	60,000
10-80-330	Transfer CDRA Sales Tax	157,483	130,800	46,026	11,000
Total TRANSFERS:		4,343,080	2,538,896	2,363,618	3,230,305
Total Expenditure:		19,023,135	16,335,767	14,209,420	16,616,780
GENERAL FUND Revenue Total:		18,458,645	16,335,767	14,085,364	16,616,780
GENERAL FUND Expenditure Total:		19,023,135	16,335,767	14,209,420	16,616,780

[illegible]

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
South Ogden Days Fund					
Revenue					
12-30-200	Sponsor Donations	11,500	32,500	18,950	.00
12-30-225	Vendor Booth Rentals	3,210	3,000	3,425	.00
12-30-260	Pickleball Registration Fees	920	1,500	670	.00
12-30-320	In-Kind Donations	100	2,000	.00	.00
12-30-325	Miscellaneous Sales & Fees	185	.00	.00	.00
12-30-400	Transfer in from General Fund	50,004	67,000	49,992	60,000
Total Revenue:		65,919	106,000	73,037	60,000
Total Revenue:		65,919	106,000	73,037	60,000
Expenditures					
12-40-112	S/O Days Overtime	8,926	.00	3,996	.00
12-40-300	Entertainment	22,738	.00	24,205	.00
12-40-325	Fireworks	10,000	.00	10,000	.00
12-40-350	Printing & Banners	749	.00	1,787	.00
12-40-375	Equipment Rentals	28,179	55,000	32,719	.00
12-40-400	T-shirt Printing	1,189	.00	1,960	.00
12-40-410	Awards	1,326	1,000	1,153	.00
12-40-475	Miscellaneous Expenses	6,343	50,000	5,979	60,000
Total Expenditures:		79,450	106,000	81,799	60,000
Total Expenditure:		79,450	106,000	81,799	60,000
South Ogden Days Fund Revenue Total:		65,919	106,000	73,037	60,000
South Ogden Days Fund Expenditure Total:		79,450	106,000	81,799	60,000
Net Total South Ogden Days Fund:		13,531-	.00	8,762-	.00

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
DEBT SERVICE FUND					
REVENUE					
31-30-100	Transfer in - Park Impact Fees	.00	200,000	200,000	500,000
31-30-150	Transfer in from Class 'c'	242,184	242,397	242,388	.00
31-30-300	Transfer From General Fund	1,041,204	1,047,957	1,047,948	1,047,707
31-30-455	Interest Earned - Trustee Acct	154	100	469	.00
31-30-800	Appropriated Fund Balance	.00	1,400	.00	2,000
Total REVENUE:		1,283,542	1,491,854	1,490,805	1,549,707
Total Revenue:		1,283,542	1,491,854	1,490,805	1,549,707
EXPENDITURES					
31-40-100	Administrative & Professional	3,000	3,000	3,000	2,000
31-40-150	Bond Payment - Principal	896,000	941,000	941,000	740,000
31-40-200	Interest on Bond	385,897	347,854	347,853	307,707
31-40-980	Retained Earnings	.00	200,000	.00	500,000
Total EXPENDITURES:		1,284,897	1,491,854	1,291,853	1,549,707
Total Expenditure:		1,284,897	1,491,854	1,291,853	1,549,707
DEBT SERVICE FUND Revenue Total:		1,283,542	1,491,854	1,490,805	1,549,707
DEBT SERVICE FUND Expenditure Total:		1,284,897	1,491,854	1,291,853	1,549,707
Net Total DEBT SERVICE FUND:		1,355-	.00	198,952	.00

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
CAPITAL IMPROVEMENTS					
REVENUE					
40-30-100	WACOG/CDBG Grants	204,600	.00	.00	.00
40-30-110	Traffic Impact Fees	11,527	23,000	120,600	56,000
40-30-120	Park Impact Fees	217,320	434,000	554,676	275,000
40-30-200	Interest	5,601	1,100	9,995	2,600
40-30-205	Interest Earned - Traffic I/F	26	200	106	100
40-30-210	Interest Earned - Park I/Fees	396	400	660	400
40-30-300	Transfer In G/F - Prop 1	382,274	373,300	373,296	413,638
40-30-400	Transfer In From General Fund	1,500,000	125,000	125,000	.00
40-30-450	Trans From G/F- Class 'C' Rev	262,572	282,949	282,948	592,423
40-30-500	Transfer in Util F/F - G/F	183,643	196,024	196,020	197,052
40-30-600	Transfer in RIF	556,733	569,360	586,071	569,360
40-30-798	Appropriate Parks I/F F/B	.00	200,000	.00	500,000
40-30-800	Appropriate Fund Balance	.00	.00	.00	125,000
Total REVENUE:		3,324,694	2,205,333	2,249,372	2,731,573
Total Revenue:		3,324,694	2,205,333	2,249,372	2,731,573
EXPENDITURES					
40-40-122	40th St & Chimes View Dr.	39,790	68,000	57,568	.00
40-40-124	FY 2023 Road/Sidewalk Projects	.00	.00	.00	1,772,473
40-40-125	FY 2022 Road/Sidewalk Proj	.00	1,353,633	990,409	.00
40-40-129	2020/2021 Road/Sidewalk Proj.	1,311,668	.00	.00	.00
40-40-475	Skatepark Seed Money	.00	126,100	.00	2,600
40-40-480	Transfer to General Fund	2,663,277	.00	.00	125,000
40-40-500	Transfer to DSF - Park Imp/Fee	.00	200,000	200,000	500,000
40-40-550	Park Impact Fee Projects	.00	434,400	.00	275,400
40-40-700	Traffic Impact Fee Projects	.00	23,200	.00	56,100
Total EXPENDITURES:		4,014,735	2,205,333	1,247,977	2,731,573
Total Expenditure:		4,014,735	2,205,333	1,247,977	2,731,573
CAPITAL IMPROVEMENTS Revenue Total:		3,324,694	2,205,333	2,249,372	2,731,573
CAPITAL IMPROVEMENTS Expenditure Total:		4,014,735	2,205,333	1,247,977	2,731,573
Net Total CAPITAL IMPROVEMENTS:		690,041-	.00	1,001,395	.00

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
WATER FUND					
REVENUE					
51-30-100	Interest	21,617	15,000	23,224	11,000
51-30-105	Interest Earned I/Fees	448	400	270	300
51-30-150	Hydrant Rentals	1,000	800	1,100	800
51-30-200	Water Sales	1,877,582	1,988,848	1,909,086	1,988,848
51-30-210	Connection Fees Water	710	500	6,510	2,000
51-30-220	Water Impact Fees	46,791	92,000	118,187	120,000
51-30-225	Late Fees	22,471	24,928	22,630	22,500
51-30-800	Lease Financing	.00	155,102	207,479	.00
51-30-875	Transfer in from Storm Drain	.00	8,521	.00	23,835
51-30-890	Appropriation of Fund Balance	.00	1,139,210	.00	824,067
51-30-925	Misc. Revenue	1,234	71,320	11,349	82,915
Total REVENUE:		1,971,853	3,496,629	2,299,835	3,076,265
Total Revenue:		1,971,853	3,496,629	2,299,835	3,076,265
EXPENDITURES					
51-40-110	Salaries and Wages	260,165	239,222	243,316	267,481
51-40-112	Overtime	15,748	12,144	14,990	13,395
51-40-130	Employee Benefits	18,590	134,878	181,645	134,010
51-40-140	Franchise Fee	109,287	119,331	110,629	119,331
51-40-210	Books, Subscript. & Membership	2,913	3,781	3,778	3,180
51-40-230	Travel & Training	4,163	5,716	2,826	8,479
51-40-240	Office Supplies	844	2,568	1,231	2,650
51-40-245	Clothing/Uniform/Equip. Allow.	2,667	4,930	2,431	5,088
51-40-248	Vehicle Maintenance	5,688	10,270	9,346	10,599
51-40-280	Telephone	5,495	5,135	3,631	5,299
51-40-290	Building Maintenance	4,289	6,703	1,049	7,950
51-40-300	Gas	7,461	10,664	11,281	12,030
51-40-310	Professional & Technical Servi	9,766	39,780	44,663	17,317
51-40-311	Bad Debts Expense	4,396	.00	2,318	.00
51-40-320	Blue Stake Service	2,283	2,054	2,376	2,120
51-40-329	Computer Repairs	.00	514	.00	530
51-40-330	Valve Repair	26,925	19,300	12,271	35,000
51-40-400	PRV Maintenance	460	20,000	14,750	20,000
51-40-480	Special Department Supplies	46,246	43,580	40,907	42,395
51-40-490	Water Sample Testing	5,008	8,216	4,744	8,479
51-40-550	Weber Basin Exchange Water	281,630	312,345	312,270	320,725
51-40-560	Power and Pumping	5,432	10,000	5,727	10,000
51-40-610	h2o Tank Inspection/Maint	2,313	11,000	10,462	10,000
51-40-649	Lease Interest/Taxes	2,368	5,617	2,855	5,047
51-40-650	Lease Payments	3,000	93,683	27,107	72,206
51-40-657	PRV Replace @ Panarama	.00	214,103	8,642	207,924
51-40-667	Radio Read Maintenance	20,515	40,000	37,481	25,000
51-40-680	Charge for Services - G/F	247,080	268,670	268,668	270,256
51-40-705	42nd Reconnect - WBWCD	.00	13,600	286	13,314
51-40-706	Service line disconnect/recon	.00	50,000	.00	50,000
51-40-707	PRV Scada instal - 40th & 900E	.00	50,000	.00	50,000
51-40-708	Oak Dr. 875 E - 785 E	.00	697,345	137,613	575,363
51-40-709	Ben Lomond - 875 E to Chambers	.00	343,480	.00	343,480
51-40-710	40th & Chimes - FY 2023	.00	28,658	.00	28,658
51-40-749	Small Equipment	.00	4,108	183	4,108
51-40-750	Capital Outlay	.00	155,102	207,479	.00

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
51-40-770	Water Impact Fee Projects	47	92,400	.00	120,300
51-40-790	Transfer to General Fund	54,404	57,668	57,668	60,551
51-40-970	Depreciation	187,282	194,000	193,992	194,000
51-40-980	Contingency	.00	166,064	189,056	.00
Total EXPENDITURES:		1,336,466	3,496,629	2,167,670	3,076,265
Total Expenditure:		1,336,466	3,496,629	2,167,670	3,076,265
WATER FUND Revenue Total:		1,971,853	3,496,629	2,299,835	3,076,265
WATER FUND Expenditure Total:		1,336,466	3,496,629	2,167,670	3,076,265
Net Total WATER FUND:		635,386	.00	132,164	.00

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
SANITARY SEWER					
REVENUE					
52-30-100	Interest Earned	14,305	10,700	16,694	5,100
52-30-200	Sewer Sales	2,183,031	2,307,973	2,245,141	2,307,973
52-30-250	Connection Fees Sewer	300	200	2,400	300
52-30-890	Appropriation of Fund Balance	.00	521,662	.00	524,355
52-30-925	Misc. Revenue	6,124	63,056	6,000	66,652
Total REVENUE:		2,203,760	2,903,591	2,270,235	2,904,380
Total Revenue:		2,203,760	2,903,591	2,270,235	2,904,380
EXPENDITURES					
52-40-110	Salaries and Wages	228,270	236,364	223,643	253,857
52-40-112	Overtime	5,859	12,650	4,989	13,953
52-40-130	Employee Benefits	125,063	141,317	84,289	160,867
52-40-140	Franchise Fee	130,384	138,478	133,847	138,478
52-40-210	Memberships	225	719	363	742
52-40-230	Traveling & Training	1,604	5,135	2,915	5,299
52-40-240	Office Supplies	402	4,108	1,060	4,239
52-40-245	Clothing/Uniform/Equip. Allow.	2,778	4,930	2,679	5,088
52-40-248	Vehicle Maintenance	2,596	5,135	4,152	5,299
52-40-280	Telephone	1,888	4,108	3,103	4,239
52-40-290	Building Maintenance	4,289	5,135	1,049	5,299
52-40-300	Gas	2,436	4,463	4,818	4,398
52-40-310	Professional & Technical	11,017	20,667	20,027	10,599
52-40-311	Bad Debts Expense	305	.00	1,107	.00
52-40-315	Sewer Lines Cleaning Service	10,741	46,500	19,650	50,000
52-40-320	Blue Stake Service	.00	822	.00	848
52-40-400	Transfer to General Fund	10,418	11,043	11,043	11,595
52-40-480	Maintenance Supplies	755	15,508	3,209	16,004
52-40-550	Central Weber Sewer Pre-Trea	12,372	12,748	12,748	13,249
52-40-610	Central Weber Sewer Fees	1,069,800	1,089,684	1,073,580	1,171,792
52-40-650	Manhole Replacement @ 36th St	.00	20,000	777	20,000
52-40-665	Video & Fix Trouble Spots	5,117	18,700	3,151	25,000
52-40-680	Charge for Services - G/F	283,644	230,822	230,820	261,388
52-40-700	Small Equipment	.00	5,135	.00	5,299
52-40-704	Lining 40th to Country Club	.00	250,000	3,588	246,731
52-40-705	Replace 700 E/H Guy Child	.00	342,117	197	342,117
52-40-750	Capital Outlay	.00	36,755	9,600	.00
52-40-970	Depreciation	119,319	128,000	127,992	128,000
52-40-980	Sewer Contingency	.00	112,548	112,547	.00
Total EXPENDITURES:		2,029,283	2,903,591	2,096,942	2,904,380
Total Expenditure:		2,029,283	2,903,591	2,096,942	2,904,380
SANITARY SEWER Revenue Total:		2,203,760	2,903,591	2,270,235	2,904,380
SANITARY SEWER Expenditure Total:		2,029,283	2,903,591	2,096,942	2,904,380
Net Total SANITARY SEWER:		174,477	.00	173,293	.00

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
STORM DRAIN FUND					
REVENUE					
53-30-100	Interest	5,283	2,000	9,555	4,100
53-30-105	Interest Earned I/Fees	1,959	500	362	400
53-30-200	Storm Drain Revenue	1,196,893	1,258,675	1,263,010	1,258,675
53-30-220	Storm Drain Impact Fees	61,978	123,000	118,671	71,000
53-30-870	Lease Financing	.00	77,104	113,315	.00
53-30-890	Appropriation of Fund Balance	.00	982,910	.00	838,148
53-30-925	Misc. Revenue	.00	2,002	2,002	.00
Total REVENUE:		1,266,113	2,446,191	1,506,914	2,172,323
Total Revenue:		1,266,113	2,446,191	1,506,914	2,172,323
EXPENDITURES					
53-40-110	Salaries and Wages	259,769	276,936	279,805	312,464
53-40-112	Overtime	10,787	11,132	15,507	12,279
53-40-130	Employee Benefits	137,402	160,098	224,038	161,383
53-40-140	Franchise Fee	70,911	75,520	74,824	75,520
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIP	2,600	4,108	2,813	4,239
53-40-230	Travel & Training	1,633	5,649	.00	5,830
53-40-240	Office Supplies	497	1,541	959	1,590
53-40-245	Clothing/Uniform/Equip. Allow.	3,975	6,162	3,449	6,359
53-40-248	Vehicle Maintenance	3,706	12,164	11,491	6,359
53-40-280	Telephone	499	2,568	570	2,650
53-40-290	Building Maintence	4,289	8,216	2,498	8,479
53-40-300	Gas	9,162	8,401	9,490	6,228
53-40-310	Prof & Tech Services	10,676	41,235	26,426	26,043
53-40-311	Bad Debts Expense	39	.00	1,283	.00
53-40-320	Blue Stake Servce	.00	719	.00	742
53-40-400	System Maintenance Program	19,861	36,000	30,020	40,000
53-40-480	Special Department Supplies	2,608	6,162	2,103	6,359
53-40-649	Lease Interest/Taxes	1,580	3,636	2,013	1,655
53-40-650	Lease Payments	.00	62,404	17,671	22,011
53-40-655	Transfer to Water Fund	.00	8,521	.00	23,835
53-40-657	850 E 45th to Vista	.00	178,776	210,415	149,119
53-40-660	42ns St - Liberty to Adams	.00	903,190	.00	903,190
53-40-670	Transfer to General Fund	15,048	15,950	15,950	16,748
53-40-680	Charge for Services - G/F	161,460	188,110	188,100	202,251
53-40-700	Small Equipment	.00	1,541	.00	1,590
53-40-750	Capital Outlay	.00	77,104	113,315	.00
53-40-970	Depreciation	78,238	104,000	103,992	104,000
53-40-980	Contingency	41,647	122,848	124,317	.00
53-40-981	Impact Fee Projects	4,109	123,500	26,060	71,400
Total EXPENDITURES:		840,495	2,446,191	1,487,108	2,172,323
Total Expenditure:		840,495	2,446,191	1,487,108	2,172,323
STORM DRAIN FUND Revenue Total:		1,266,113	2,446,191	1,506,914	2,172,323
STORM DRAIN FUND Expenditure Total:		840,495	2,446,191	1,487,108	2,172,323
Net Total STORM DRAIN FUND:		425,618	.00	19,806	.00

Account Number	Account Title	2020-21	2021-22	2021-22	2022-23
		Prior year	Current year	Current year	Future year
		Actual	Budget	Actual	Budget

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
GARBAGE FUND					
REVENUE					
54-30-100	Interest Earned	1,287	750	1,554	750
54-30-200	Garbage Fees	723,940	746,402	769,874	772,526
54-30-205	Recycling Fees	221,150	232,254	233,438	240,383
54-30-850	Misc. Rental	2,810	1,400	2,045	1,400
54-30-885	Lease Financing	.00	28,000	.00	28,000
54-30-890	Appropriate Fund Balance	.00	10,344	.00	37,125
Total REVENUE:		949,186	1,019,150	1,006,910	1,080,184
Total Revenue:		949,186	1,019,150	1,006,910	1,080,184
EXPENDITURES					
54-40-140	Franchise Fee	56,705	58,719	60,199	60,775
54-40-240	Office Supplies	344	2,568	939	2,650
54-40-248	Vehicle Maintenance	7,602	5,381	5,162	3,180
54-40-280	Telephone	.00	1,541	.00	1,590
54-40-290	Building Maintenance	1,433	5,135	1,049	5,299
54-40-300	Gas	2,948	3,715	4,288	2,526
54-40-310	Prof & Teach Services	412	1,027	482	1,060
54-40-311	Bad Debts Expense	51	.00	1,252	.00
54-40-420	Republic Services - Contract	488,468	480,636	520,226	520,628
54-40-425	Recycled Earth Contract	38,430	27,113	29,626	36,981
54-40-430	Tipping Fees	276,237	227,994	236,324	235,290
54-40-440	Additional Cleanups	12,516	12,600	13,374	7,843
54-40-450	Construction Materials Tipping	1,298	6,162	1,489	6,359
54-40-520	Tree Removal	13,500	15,405	13,930	15,898
54-40-615	Junk Ordinance Enforcement	.00	5,403	125-	7,950
54-40-649	Lease Interest/Taxes	1,360	1,979	1,569	1,979
54-40-650	Lease Payments	.00	27,061	15,834	21,274
54-40-680	Charge for Services - G/F	100,092	97,711	97,704	109,902
54-40-750	Capital Outlay	.00	28,000	.00	28,000
54-40-970	Depreciation	16,885	11,000	11,004	11,000
Total EXPENDITURES:		1,018,282	1,019,150	1,014,327	1,080,184
Total Expenditure:		1,018,282	1,019,150	1,014,327	1,080,184
GARBAGE FUND Revenue Total:		949,186	1,019,150	1,006,910	1,080,184
GARBAGE FUND Expenditure Total:		1,018,282	1,019,150	1,014,327	1,080,184
Net Total GARBAGE FUND:		69,096-	.00	7,417-	.00

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
ROAD IMPROVEMENT FEE FUND					
REVENUE					
55-30-200	Road Improvement Fees	554,179	569,360	591,001	569,360
Total REVENUE:		554,179	569,360	591,001	569,360
Total Revenue:		554,179	569,360	591,001	569,360
EXPENDITURES					
55-40-311	Bad Debt Expense	340	.00	142-	.00
55-40-550	Transfer RIF to CPF	556,733	569,360	586,071	569,360
Total EXPENDITURES:		557,073	569,360	585,929	569,360
Total Expenditure:		557,073	569,360	585,929	569,360
ROAD IMPROVEMENT FEE FUND Revenue Total:		554,179	569,360	591,001	569,360
ROAD IMPROVEMENT FEE FUND Expenditure Total:		557,073	569,360	585,929	569,360
Net Total ROAD IMPROVEMENT FEE FUND:		2,894-	.00	5,072	.00

Account Number	Account Title	2020-21 Prior year Actual	2021-22 Current year Budget	2021-22 Current year Actual	2022-23 Future year Budget
AMBULANCE FUND					
REVENUE					
58-30-100	Interest Earned	9	12	10	11
58-30-201	Ambulance Fees - S/O - DPS	710,528	642,503	1,162,644	810,528
58-30-210	Miscellaneous Revenue	21,035	7,000	2,882	.00
58-30-850	State/Local Grants	7,738	.00	.00	7,000
58-30-870	Transfer from General Fund	64,489	51,000	.00	.00
58-30-890	Appropriate Fund Balance	.00	10,000	.00	.00
Total REVENUE:		803,799	710,515	1,165,535	817,539
Total Revenue:		803,799	710,515	1,165,535	817,539
EXPENDITURES					
58-40-110	Salaries and Wages	94,042	144,218	143,085	167,076
58-40-111	Part Time Wages	19,941	21,855	20,669	24,106
58-40-112	Overtime	30,706	26,448	25,541	12,627
58-40-130	Employee Benefits	49,312	76,670	68,888	77,600
58-40-210	Memberships	1,177	595	595	552
58-40-230	Travel & Training	3,590	2,041	1,756	1,590
58-40-240	Office Supplies	372	271	251	796
58-40-245	Uniform Allowance	2,406	3,954	3,954	4,081
58-40-248	Vehicle Maintenance	10,838	9,243	9,445	9,539
58-40-250	Equipment Maintenance	4,037	4,816	4,571	6,890
58-40-270	GoldCross Billing Fees	30,453	39,513	50,741	40,000
58-40-280	Telephone	90	771	90	796
58-40-300	Gas	5,293	6,676	5,591	5,538
58-40-310	Professional & Technical	50,895	56,701	57,642	51,101
58-40-312	PMA Fees	67,602	77,377	88,201	54,053
58-40-330	EMS Education	1,050	1,027	808	1,060
58-40-480	Special Department Supplies	288	2,218	2,012	3,281
58-40-490	Disposable Medical Supplies	28,040	30,490	30,875	28,616
58-40-680	Charge for Services - G/F	64,800	66,568	66,564	70,742
58-40-970	Depreciation	31,920	28,000	27,996	28,000
58-40-980	Retained Earnings	.00	111,063	.00	229,495
Total EXPENDITURES:		496,853	710,515	609,276	817,539
Total Expenditure:		496,853	710,515	609,276	817,539
AMBULANCE FUND Revenue Total:		803,799	710,515	1,165,535	817,539
AMBULANCE FUND Expenditure Total:		496,853	710,515	609,276	817,539
Net Total AMBULANCE FUND:		306,946	.00	556,260	.00
Net Grand Totals:		201,020	.00	1,946,707	.00

STAFF REPORT



SUBJECT: Agreement with Siddons-Martin Emergency Group
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: August 16, 2022

RECOMMENDATION

City staff is recommending the Mayor and City Council approve the agreement with Siddons-Martin Emergency Group for the purchase of a new ladder truck.

BACKGROUND

The need for a new ladder truck has been articulated over the last few years. With the age of the current truck, the amount of time out of service for various reasons, the increase in maintenance costs to get it back in service, the difficulty we are having getting parts for an older truck, the new high-density residential units throughout the city, and the increase in call volume in the fire department, a new ladder truck is needed to provide quality service throughout South Ogden City.

From January 1, 2021, through December 31, 2021, Ladder 81 responded on 950 total calls, 492 of which were fire resource responses (no EMS). All indications point to these numbers only increasing.

ANALYSIS

Siddons-Martin Emergency Group is part of the Sourcewell consortium, allowing South Ogden City to get the lowest price on anything we purchase. This will be a 30-31 month build process. The new truck will be manufactured by Pierce like the rest of our fleet, it will be the same size and reach as our current truck, but will have the newest and safest technology to keep our personnel safe. The only real noticeable difference with our current truck is the bucket will be housed at the rear of the vehicle as opposed to over the cab.

SIGNIFICANT IMPACTS

The contract total upon delivery is \$2,076,453.00. The price breakdown is as follows:

- \$1,924,453.00 vehicle price
- \$150,000.00 loose equipment (basically everything we need to mitigate an emergency)
SCBA's, Hoses, Nozzles, Ladders, Extrication equipment, Fans, Lights, Etc.
- \$2,000.00 Sourcewell

Resolution No. 22-29

**A RESOLUTION OF THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH,
AUTHORIZING A COMMITMENT TO PURCHASE A FIRE TRUCK AND
RELATED EQUIPMENT FROM SIDDONS-MARTIN EMERGENCY GROUP;
AND TO PROVIDE FOR AN EFFECTIVE DATE.**

SECTION 1. RECITALS

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

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

WHEREAS, the City Council has determined that a true and very real need exists for the acquisition of a new fire truck and other equipment as contemplated herein, which, because of manufacturing lead times must be ordered in this fiscal year but will be delivered in another fiscal year, and hereby finds and determines that the execution of an Agreement for the purpose of ordering and purchasing such equipment is appropriate and necessary to the function and operations of the City, and that the use of the Equipment is essential to its proper, efficient and economic operation; and

WHEREAS, the City Council finds that, in order to insure timely manufacturing and delivery of the fire truck, it must first enter into an agreement with the manufacturer to purchase the fire truck; and,

WHEREAS, the City Council finds that it is necessary and proper to enter into certain agreements and contracts to obtain the vehicle and equipment contemplated herein for use as noted above; and,

WHEREAS, the City Council finds that the safety of the public requires the actions contemplated;

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

SECTION 2 - CONTRACT AUTHORIZED

That The "Proposal and Agreement to Purchase" from Siddons-Martin Emergency Group, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

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

SECTION 2. REPEALER OF CONFLICTING ENACTMENTS;

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

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS;

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

SECTION 4 - SAVINGS CLAUSE

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

SECTION 5. DATE OF EFFECT

This Resolution shall be effective on the 16th day of August, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
State of Utah, on this 16th day of August, 2022.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov,
CMC City Recorder

ATTACHEMENT “A”

Resolution No. 22-29

A Resolution Of The City Council Of South Ogden City, Utah, Authorizing A
Commitment To Purchase A Fire Truck And Related Equipment From Siddons-Martin
Emergency Group; And To Provide For An Effective Date.

16 Aug 22

Siddons Martin Emergency Group, LLC
7285 S. 700 West
Midvale, UT 84047
Business Number 221B

August 2, 2022

Cameron West
SOUTH OGDEN FIRE DEPARTMENT
3950 S ADAMS AVE
SOUTH OGDEN, UT 84403



Proposal For: 2022 Ladder 100' Heavy-Duty Aerial Tower

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to SOUTH OGDEN FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB SOUTH OGDEN FIRE DEPARTMENT and training on operation and use of the apparatus.

Description		Amount
Qty. 1 - 948 - Pierce-Custom Enforcer Aerial, HD Ladder 100', Mid-Mount		
(Unit Price - \$1,924,453.00)		
Delivery within 27-28 months of order date		
QUOTE # - SMEG-0003286-6		
	Vehicle Price	\$1,924,453.00
	Loose Equipment	\$150,000.00
948 - UNIT TOTAL		\$2,074,453.00
SUB TOTAL		\$2,074,453.00
SOURCEWELL		\$2,000.00
TOTAL		\$2,076,453.00

Price guaranteed for 60 days. **Payment due at the time of delivery.**

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Utah. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Joshua Evertsen

I, _____, the authorized representative of SOUTH OGDEN CITY, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Matthew J. Dixon, City Manager

Date

Attest:

Leesa Kapetanov, City Recorder

STAFF REPORT



SUBJECT: Agreement with Professional Sales and Service,
L.C.
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: August 16, 2022

RECOMMENDATION

City staff is recommending the Mayor and City Council approve the agreement with Professional Sales and Service L.C. for the purchase of a new ambulance.

BACKGROUND

The need for a new ambulance has been articulated over the last few years. With the amount of time our current ambulance is out of service for various reasons, the increase in maintenance costs to get it back in service, and the increase in call volume in the fire department, a new ambulance is needed to provide quality service throughout South Ogden City.

From January 1, 2021, through December 31, 2021, Ambulance 81 responded on 1052 total calls, 547 of which were transports of a patient to the hospital. All indications point to these numbers only increasing.

ANALYSIS

Professional Sales and Service, L.C. is part of the Sourcewell consortium, allowing South Ogden City to get the lowest price on anything we purchase. This will be a 24-month build process. The new ambulance will be manufactured by Horton and will be on a Ford Chassis.

SIGNIFICANT IMPACTS

The contract total upon delivery is \$376,190.00.

ATTACHMENTS

Contract with Professional Sales and Services, L.C.

Resolution No. 22-30

A RESOLUTION OF THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH, AUTHORIZING A COMMITMENT TO PURCHASE AN AMBULANCE AND RELATED EQUIPMENT FROM PROFESSIONAL SALES AND SERVICE; AND TO PROVIDE FOR AN EFFECTIVE DATE.

SECTION 1. RECITALS

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

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

WHEREAS, the City Council has determined that a true and very real need exists for the acquisition of a new ambulance and other equipment as contemplated herein, which, because of manufacturing lead times must be ordered in this fiscal year but will be delivered in another fiscal year, and hereby finds and determines that the execution of an Agreement for the purpose of ordering and purchasing such equipment is appropriate and necessary to the function and operations of the City, and that the use of the Equipment is essential to its proper, efficient and economic operation; and

WHEREAS, the City Council finds that, in order to insure timely manufacturing and delivery of the ambulance, it must first enter into an agreement with the manufacturer to purchase the fire truck; and,

WHEREAS, the City Council finds that it is necessary and proper to enter into certain agreements and contracts to obtain the vehicle and equipment contemplated herein for use as noted above; and,

WHEREAS, the City Council finds that the safety of the public requires the actions contemplated;

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

SECTION 2 - CONTRACT AUTHORIZED

That The "Proposal and Agreement to Purchase" from Professional Sales and Service, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

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

SECTION 2. REPEALER OF CONFLICTING ENACTMENTS;

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

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS;

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

SECTION 4 - SAVINGS CLAUSE

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

SECTION 5. DATE OF EFFECT

This Resolution shall be effective on the 16th day of August, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
State of Utah, on this 16th day of August, 2022.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov,
CMC City Recorder

ATTACHEMENT “A”

Resolution No. 22-29

A Resolution Of The City Council Of South Ogden City, Utah, Authorizing A
Commitment To Purchase An Ambulance And Related Equipment From Professional
Sales And Service; And To Provide For An Effective Date.

16 Aug 22

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

July 17, 2022

South Ogden Fire
3950 S Adams Ave
South Ogden, UT 84403

To Whom It May Concern:

Professional Sales and Service, LC respectfully provides the South Ogden Fire Department the following estimate for a new ambulance vehicle. We appreciated the opportunity to work with you now and look forward to helping you with your ambulance needs in the future.

The following proposal reflects a new Type I ambulance equipped with similar options and feature configuration to the Horton ambulance discussed with you in previous conversations. The proposal is as follows:

One (1) 2023 Horton 603-F Type I 4WD Custom Ambulance Mounted on a 2023 Ford F-550 4x4 Diesel Chassis

The module body will be 167" long and have an interior height of 72" inches. It will be mounted on a 2023 Ford F-550 4X4 with a Diesel Motor dual rear wheel cab/chassis. This proposal includes Horton's electrical system: The I4g – The most advanced electrical system available which incorporates solid-state electronics with Multiplexing technology. It also includes weight saving all-aluminum module body, NO-wood construction, aluminum cabinetry, electrical system diagnostic testing, digital computer consoles, privacy windows, LED lighting package and much more.

Take a look at Horton Emergency Vehicles (HEV) and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. A Horton emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. Horton ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a SAFER WORKING ENVIRONMENT. They are currently the only manufacturer with an ongoing crash simulation testing program to test things like cabinet mounting stability, door structure & latching strength, and body mounting solidity. ALUMINUM CABINETS SAVE PAYLOAD and are much more DURABLE than wood. An ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS over the many years the vehicle is in service!! When it comes to quality, durability, customization, and safety, Horton continues to be a leader in the ambulance manufacturing industry.

PSS SHOWROOM

1720 Indiana Ave, Salt Lake City, UT 84104
(801) 977-3961 Phone <> (801) 977-3969 Fax

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

<u>Ambulance Price</u>	<u>\$276,755.00</u>
<u>MY2023 Ford Chassis Price Estimated*.....</u>	<u>\$65,000.00</u>
<u>Shipping.....</u>	<u>\$4,400.00</u>
<u>Final Inspection (2 personnel).....</u>	<u>\$3,500.00</u>
<u>Stryker Power Load.....</u>	<u>\$23,985.00</u>
<u>Power Load Shipping.....</u>	<u>\$1,000.00</u>
<u>Stryker Power Load Install.....</u>	<u>\$1,550.00</u>
<u>Total Delivered Price of Ambulance.....</u>	<u>\$376,190.00</u>

** PRICE INCLUDES A 2023 FORD F-550 4x4 LWB CHASSIS. PRICED AT \$65,000.000 THIS PRICE IS SUBJECT TO CHANGE AS FORD HAS NOT RELEASED 2023 MODEL YEAR PRICING. PRICING IS ESTIMATED UNTIL FINAL INVOICE FROM FORD. IF PRICE IS ADJUSTED IT WILL BE ADJUSTED TO ACTUAL COST OF THE CHASSIS. THIS WOULD BE PROVIDED IN WRITING FOR APPROVAL WITH A COPY OF THE INVOICE FORM FORD OR SELLING DEALER.*

PROPOSAL CONDITIONS

F.O.B. POINT: South Ogden, UT 84403

DELIVERY: Do to current and on going national supply chain issues specifically in regards to chassis availability. We will be providing estimated delivery times only. Currently Horton standard lead time is approximately 24 months (pending chassis). Please note all delivery times are quoted barring any delays due to strikes, availability of component parts (including chassis), or acts of God

As per earlier discussions, PSS has a limited number of 2022 F-550 Chassis that are on order. This have yet to be assigned vins or build dates. However, if they are assigned vins they will be assigned to orders on a first come first serve bases and would reduce the lead time by 6 to 12 months.

PSS SHOWROOM

1720 Indiana Ave, Salt Lake City, UT 84104
(801) 977-3961 Phone <> (801) 977-3969 Fax

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

SERVICE: Professional Sales & Service has been selling and servicing ambulances since 1975. We have factory trained technicians and a large inventory of parts, so you know that in the unlikely event of a problem we are only a phone call away.

PAYMENT TERMS: Payment due upon delivery and acceptance of vehicle by the South Ogden City Fire.

WARRANTY: Horton Emergency Vehicles feature one of the most progressive, no-nonsense warranties around. Horton does not pro rate their warranties so there are no surprises should you ever need it.

Unless accepted within Sixty (60) days from the above date, the right to withdraw this proposal is reserved. If there are any additions/deletions to our bid, please contact me for pricing details or credits.

We are confident you will be completely satisfied with a quality Horton ambulance and the service which PSS provides.

Respectfully Submitted,

Professional Sales and Service, LC

Braxton T. Peterson

Braxton T. Peterson, General Manager

South Ogden City Fire agrees to purchase the vehicle detailed in this proposal, from Professional Sales and Service, L.C. and understands and agrees with the terms specified within these documents.

_____ Authorized by (Print name)	_____ Signed	_____ Date
-------------------------------------	-----------------	---------------

Please let us know if you have any questions regarding this proposal. We are happy to assist you in any way that we can.

PSS SHOWROOM
1720 Indiana Ave, Salt Lake City, UT 84104
(801) 977-3961 Phone <> (801) 977-3969 Fax

Attest:

Leesa Kapetanov, City Recorder

STAFF REPORT



SUBJECT: Contract with Bizmuni
AUTHOR: Doug Gailey
DEPARTMENT: Administration
DATE: 8-16-2022

RECOMMENDATION

Approve contract with Bizmuni

BACKGROUND

Three years ago, South Ogden City contracted with Bizmuni for business licensing services. Since that time, Bizmuni has handled all renewals as well as new business-licensing applications.

ANALYSIS

Approval of this contract would continue the relationship with Bizmuni for an additional three years.

SIGNIFICANT IMPACTS

The cost of the contract is \$12,500 per year, which is increase from \$7,500 per year from the last contract.

ATTACHMENTS

Copy of the proposed contract with Bizmuni

Resolution No. 22-31

RESOLUTION OF SOUTH OGDEN CITY AUTHORIZING AN AGREEMENT WITH BIZ MUNI FOR BUSINESS LICENSE ADMINISTRATION SERVICES, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

SECTION 1 - RECITALS

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

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

WHEREAS, the City Council finds it necessary to address Business License Administration Services needs within the city; and,

WHEREAS, the City Council finds that the city staff as reviewed and studied this matter and recommends that the city council authorize that agreement with Biz Muni, for Business License Administration Services; and,

WHEREAS, the City Council finds that Biz Muni, has demonstrated the professional ability to provide for these services to meet the city's Business License Administration Services needs; and,

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

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

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

SECTION 2 - CONTRACT AUTHORIZED

That The "**Biz Muni Agreement**" For Business License Administration Services, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate

Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

That the foregoing recitals are incorporated herein.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

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

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 16th day of August, 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 16th day of August, 2022.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 22-31

Resolution Of South Ogden City Authorizing An Agreement With Biz Muni
For Business License Administration Services, And Providing That This
Resolution Shall Become Effective Immediately Upon Posting And Final
Passage.

16 Aug 22

**SOUTH OGDEN CITY
PROFESSIONAL SERVICES CONTRACT**



THIS PROFESSIONAL SERVICES CONTRACT is made and entered into this th day of May, 2022 by and between the South Ogden City, a Utah municipal corporation ("City"), and BizMuniCF, a service of Expansion Dynamics International., LLC, ("Consultant").

RECITALS

- A. South Ogden City is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to contract for Consultant to perform/provide Scope of Services as described in the attached scope of work (Exhibit "A") in accordance with the terms of this Contract;
- C. Consultant is duly qualified to perform the requested services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.1 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the professional services required by this Contract. The Contract Administrator for the City shall be the City Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contractor Administrator for the City without prior approval of Consultant.

1.2 SERVICE DESCRIPTION

Consultant shall provide the services described in Exhibit "A." All work will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract.

1.3 DOCUMENTATION

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.1 BILLING RECORDS, AUDIT, FEES

2.2 BILLING RECORDS, AUDIT

Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time and costs incurred and will make such materials available for audit by the City pursuant to Section 4.6 of this Contract.

2.3 FEE SCHEDULE

The total fee Consultant shall be paid for all services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract shall not exceed \$37,500 and will be paid annually, over a three-year term as follows:

Year 1 @ \$12,500	\$12,500.00 within 60 days of signed contract (FY2023)
Year 2 @ \$12,500	\$12,500.00 within 30 days of anniversary of signed contract (FY2024)
Year 3 @ \$12,500	\$12,500.00 within 30 days of anniversary of signed contract (FY2025)

2.3.1 ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and Exhibit A. Services not included in this Contract, including Exhibit A, will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

3.1 TERM, EXTENSION, TERMINATION

3.2 TERM AND EXTENSION

This contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk and City Attorney and for the term specified in this contract. The term of this Contract shall be for a three year period beginning July 1, 2022 and ending June 30, 2025. Extensions of the contract may be administratively approved by the City Manager and the Consultant. Each extension shall not exceed three years in length. Fee changes and scope of work modifications may also be administratively approved by the City Manager and the Consultant.

In the event the work cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the work when he/she determines it is in the best interests of the City to do so, for such period as the Contract Administrator deems reasonable. A change order extending the time for completion of the work pursuant to this subparagraph shall not entitle the Consultant to additional compensation.


3.3 TERMINATION

3.3.1 Termination for Cause

The City has the right to terminate this contract for cause in the event Consultant materially breaches any provision of this contract or portion of the project and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this contract for cause immediately upon written notice to Consultant. In the event the City terminates this contract or any part of the services as herein provided pursuant to this Section 3.2.1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Consultant under the contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.



If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

3.3.2. Termination for Convenience

The City has the right to terminate this contract for convenience or to abandon any portion of the project for which services have not been performed by the Consultant. In the event the City terminates this contract or any part of the services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Consultant under the contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for services performed to the date of such termination or abandonment, a fee for the percentage of services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit A and the payment schedule set forth in Article 2 hereof. If mutual agreement cannot be reached after reasonable negotiation, the contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit A and the amount of compensation Consultant is entitled to for such work and the contract Administrator's determination in this regard shall be final.

4.1 GENERAL TERMS

4.2 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by the City Manager and the Consultant.

4.3 UTAH LAW

This Contract shall be governed and interpreted according to the laws of the State of Utah. Jurisdiction and venue shall lie with the District courts of Utah, Second Judicial District, Weber County.

4.4 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after signed by the City Manager and the Consultant.

4.5 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the City through its Contract Administrator.

4.6 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.7 RECORDS AND AUDIT RIGHTS

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties.

4.9 INDEPENDENT CONTRACTOR

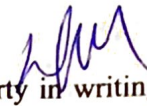
The services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

4.10 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time.

4.11 NOTICES



All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant: *BizMuniCF*
c/o Expansion Dynamics Intl., LLC
Attn: David Moss
PO Box 143
Bountiful, UT 84011

In the case of City: South Ogden City
Attn: City Manager

With a copy to: South Ogden City
City Attorney

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.12 *FORCE MAJEURE*

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.13 *TAXES*

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultants performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Consultant.

4.14 *ADVERTISING*

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

4.15 *COUNTERPARTS*

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.16 *CAPTIONS*

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.17 *SUBCONSULTANTS*

During the performance of the Contract, the Consultant may engage such additional SubConsultants as may be required for the timely completion of this Contract. The addition of any SubConsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.18 INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

5.0 INSURANCE

The Consultant shall secure and maintain at all time that this contract is in effect, insurance coverage which shall include statutory workman's compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than five hundred thousand dollars (\$500,000) for each occurrence and one million dollars (\$1,000,000.00) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1,000,000.00).

6.0 FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS.


7.1 SEVERABILITY AND AUTHORITY

7.2 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.3 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.



David J. Moss

Expansion Dynamics Intl. LLC
July 19, 2022

Matthew J. Dixon
South Ogden City Manager

Date

Attest:

Leesa Kapetanov,
South Ogden City Recorder

Resolution No. 21-32

RESOLUTION OF SOUTH OGDEN CITY APPROVING A FRANCHISE AGREEMENT WITH WASATCH FRONT FOOTBALL LEAGUE, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

SECTION 1 - RECITALS

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

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-1-401, et. seq., the governing body of the city may enter into franchise agreements with various service providers; and,

WHEREAS, the City Council finds that Wasatch Front Football League is an organization that provides opportunities for young people to play competitive football as part of the recreation program of South Ogden City (the "City") and other surrounding areas; and,

WHEREAS, the City Council finds that providing competitive football requires the availability and organization of varied facilities within the City; and,

WHEREAS, the City Council finds that under Utah Code, the City has the authority to grant to Wasatch Front Football League a franchise to provide football services within the City; and,

WHEREAS, the City Council finds that the City desires to set forth the terms and conditions by which Wasatch Front Football League shall use the public facilities of the City to provide these services; and,

WHEREAS, the City Council finds it necessary to insure provision of adequate and effective various services for city residents; and,

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

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

SECTION 2 - FRANCHISE AGREEMENT AUTHORIZED

The "**Wasatch Front Football League Franchise/Association Agreement**" Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Approved And Adopted With The Condition That The City Manager, With The Concurrence Of The City Attorney, Is Authorized To More Fully Negotiate And Resolve Any Remaining Details, Or Changes, If Any, Under The Agreement On Behalf Of The City And The Manager Is Authorized To Sign, And The City Recorder Is Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval. If The City Manager Is Unable To Successfully Resolve Any Remaining Details, Or Changes, This Authorization And Approval Shall Be Void And The City Manager Shall So Notify The Council.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

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

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 16th day of August, 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 16th day of August, 2022.

SOUTH OGDEN CITY

Russell Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 21-32

Resolution Of South Ogden City Approving A Franchise Agreement With
Wasatch Front Football League, And Providing That This Resolution Shall
Become Effective Immediately Upon Posting And Final Passage.

16 Aug 22

Wasatch Front Football League Franchise/Association Agreement

THIS FRANCHISE/ASSOCIATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2022 By and between the Wasatch Front Football League, a non-profit 501 (C) (3) Organization (hereafter referred to as "WFFL") and _____ a _____ (hereafter referred to as "Franchise/Association"), with reference to the following facts:

A. WFFL is the owner and operator of certain proprietary and other property rights and interests in and to:

- 1) the "WFFL" (Wasatch Front Football Association) name and such other related trademarks, trade names, service marks, logotypes, insignias, and designs as "WFFL" may use from time to time (the trademarks) in connection with the development operation and maintenance of Franchise/Association may be authorized to use from time to time in operating the franchise/Association, and
- 2) the "WFFL" procedures for the operation of such Franchise/Association, including advertising, materials, signs, personnel management, administration and control systems.

B. "WFFL" desires to expand and develop the Franchise/Association, and desires a Franchise/Association who will promote and operate little league football teams, in accordance with the "WFFL" terms and conditions contained in this Agreement, league rules, by-laws, policies and procedures as set forth from the "WFFL" governing body.

WHEREFORE IT IS AGREED

I. GRANT OF WASATCH FRONT FOOTBALL LEAGUE FRANCHISE/ASSOCIATION

- 1.1 Grant of League Franchise/Association
"WFFL" hereby grants to Franchise/Association, and Franchise/Association hereby accepts, a nonexclusive and revocable authorization to make reasonable use of the designated Franchise/Association area, during the term to open and operate a "WFFL" little league football program, and to procure, screen, qualify, train and assist. Coaches, players, employees and others necessary to run a program, in the development area more fully described in Exhibit "A" which is annexed hereto and by this reference made a part hereof, upon the terms and subject to the conditions of this Agreement.
- 1.2 Franchise/Association is subject to the terms and conditions set forth in this agreement, league rules by-laws, general policies, procedures and terms as set forth by the executive board of the "WFFL" from time to time, and more fully described in Exhibit B. Nothing in this Franchise/Association Agreement shall be deemed to waive the requirements of the other rules, by-laws, policies or procedures of general applicability enacted, or hereafter enacted, by the "WFFL".
- 2.1 Minimum Development Obligation Franchise/Association shall construct, equip, open and continue to operate, and procure, screen, qualify, train and assist all involved in the

- organization of the "WFFL" little league football Franchise/Association.
- 2.2 Each Franchise/Association area shall be subject to a separate agreement. And terms set forth by the "WFFL" governing body specific to each Franchise/Association area, more fully described in Exhibit B.
- 2.3 Each Franchise/Association will be subject to "WFFL" specified training and certification of Franchise/Association area directors, coaches, and all other personnel involved with the administration and day to day activities of the Franchise/Association.
- 2.4 Each Franchise/Association must use the designated materials as outlined in the league operations manual, and provided by the "WFFL" organization, including but not limited to, registration, player participation, and player eligibility.
- 3.1 TERM - The term of this Agreement (the "Term") shall be for a period of one (1) Season, commencing on the effective date hereof, and ending at the end of the season, as prescribed in the terms set for each Franchise/Association area, more fully described in Exhibit B, unless sooner terminated in accordance with the provisions herein.
- 4.2 Pursuant to league rules, by-laws, policies, procedures and terms, as set forth by the WFFL governing body., the WFFL is Authorized to grant or renew Franchise/Associations to construct, operate and maintain a Little league football program under the guidelines set forth.
- 4.3 Franchise/Association Breaches: Termination of Franchise/Association Furthermore the WFFL holds exclusive right to terminate this Franchise/Association for Cause. Termination may be at anytime during the Term of this agreement. The WFFL executive board will determine cause, after investigation of any violations of this agreement, league rules, by-laws, policies, procedures and terms (as prescribed in Exhibits A & B), including but not limited to the previous listed infractions. All executive board rulings will be final and binding.
- 4.4 Procedures for remedying Franchise/Association Violations
If the WFFL believes that the Franchise/Association has failed to perform any obligation under this Agreement or has failed to preform in a timely manner, the "WFFL" shall notify the Franchise/Association in writing, stating with reasonable specificity the nature of the alleged default. The Franchise/Association shall have seven (7) days from the receipt of such notice to:
- 1) respond to the "WFFL", contesting the "WFFL's" assertion that a default has occurred, and requesting a hearing; or
 - 2) cure the default: or
 - 3) notify the "WFFL" that Franchise/Association cannot cure the default within seven (7) days because of the nature of the default. In the event the default cannot be cured within seven (7) days the Franchise/Association must notify the "WFFL" so that it can be determined whether additional time beyond the seven (7) days will be granted. The Franchise/Association shall promptly take all reasonable steps to cure the default and notify the "WFFL" in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the "WFFL" may set a hearing to determine whether additional time beyond the 7 days is indeed needed, and whether the Franchise/Association's proposed completion schedule and steps are reasonable.

If the Franchise Association does not cure the alleged default within the cure period stated above, or by the projected completion date above, or denies the default and request a hearing, or the "WFFL" orders a hearing to investigate said issues or the existence of the alleged default. At the hearing, Franchise/Association shall be provided an opportunity to be heard and to present evidence in its defense.

The determination as to whether a default or a material breach of this agreement has occurred shall be within the "WFFL's" sole discretion.

If after the hearing, the "WFFL" determines that a default still exists, the "WFFL" shall order the Franchise/Association to correct or remedy the default or breach within three (3) days or within such other reasonable time frame as the "WFFL" shall determine. In the event the Franchise/Association does not cure said default or breach within such time to the "WFFL's" reasonable satisfaction, the "WFFL" may:

- 1) Withdraw membership of any team or teams, player or players, coach or coaches, director or directors, or any other member of the Franchise/Association organization indefinitely..
- 2) Revoke this Franchise/Association in its entirety, removing all teams from the current schedule.
- 3) Review Franchise/Association application for the next season, and withhold any Franchise/Association agreements for an indefinite period of time.

4.5 Revocation

In addition to revocation in accordance with other provisions of this Agreement. The "WFFL" may revoke this Agreement and rescind all rights and privileges associated with this Agreement in the following circumstances. Each of which represents a material breach of this Agreement.

- 1) If the Franchise/Association fails to perform any substantial obligations under this Agreement or other terms and provisions entered into by and between the "WFFL" and the Franchise/Association in the form of rules, by-laws, policies, procedures and terms as set forth by the "WFFL", and as interpreted by the "WFFL" executive board.
- 2) If the Franchise/Association practices any fraud or deceit upon the "WFFL"; or
- 3) If the Franchise/Association becomes defiant or disrespectful, to the "WFFL" rules, by-laws policies, procedures and terms as set forth by the "WFFL" executive board.

5.1 Policies and Powers

Franchise/Association's rights hereunder are subject to the policies and powers of the "WFFL" to adopt and enforce rules, by-laws, policies, procedures and terms, necessary to the safety, health, and welfare of the youth participants, and Franchise/Association agrees to comply with all applicable rulings enacted, or hereafter enacted, by the "WFFL" having jurisdiction over the subject matter hereof.

5.2 The WFFL reserves the right to exercise its policies and powers, notwithstanding anything in this agreement to the contrary, and any conflict between the provisions of this Agreement and any other present or future lawful exercise of the "WFFL's" policies and powers shall be resolved in favor of the "WFFL".

5.3 The WFFL shall be vested with the power and right to regulate reasonably the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power

- and right, or any part thereof, to any agent including, but not limited to the "WFFL" board members, in its sole discretion and
- 5.4 Subject to applicable law, Franchise/Association shall not be relieved of its obligations to comply, promptly and completely, with any provision of this Franchise/Association by any failure of the "WFFL" to promptly enforce compliance with this Franchise/Association.
- 6.1 General Indemnification.
Franchise/Association shall indemnify, defend and hold the "WFFL", its officers, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees of expenses, arising from any casualty or accident to person or property, including, without limitation, copy write infringement, defamation, and all other damages in any way arising out of, or by reason of, any act done under this Franchise/Association, by or for Franchise/Association, its agents or its employees, or by reason of any neglect or omission of Franchise/Association. Franchise/Association shall consult and cooperate with the "WFFL" while conducting its defense of the "WFFL".
- 6.2 Insurance
Franchise/Association shall maintain public liability and property damage insurance that protects the Franchise/Association and the "WFFL", its officers, agents, and employees from any and all claims for damages or personal injury including death, demands, actions, and suits brought against any of them arising from operations under this Franchise/Association or in connection therewith. 6.2 Franchise/Association shall not have any monetary recourse against the "WFFL" or its officials, board members, commissioners, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Agreement or the enforcement thereof.
- 7.1 Effective Date
The effective date of this Agreement shall be June 1, 2020 (or 30 days after adoption of this Agreement by the "WFFL", whichever occurs later). Unless the Grantee fails to file the unconditional written acceptance of this Agreement and post the security required hereunder, in which event this franchise/Association shall be null and void, and any and all right of the Grantee to operate a "WFFL" Franchise/Association under this or any other agreement is hereby terminated.
- 7.2 Franchise/Association is not relieved of its obligation to comply with any of the provisions of this Agreement or the Franchise/Association terms by reason of any failure of the "WFFL" to enforce prompt compliance. Franchise/Association's forbearance or failure to enforce any provision of this agreement shall not serve as a basis to stop any subsequent enforcement.
- 7.3 The "WFFL" and Franchise/Association hereby waive respectively any and all rights, other than constitutional rights, to at any time or in any manner or proceeding challenge this Agreement or validity of any term or provision of this agreement, and any such challenge shall constitute a material breach of this agreement, provided, however, that "WFFL" or Franchise/Association may challenge any provision of this agreement based on a change in law, should the law pertaining to that provision change. Franchise/Association agrees that it will not challenge the "WFFL's" authority to enter into this agreement as of the

effective date hereof.

8.1 Execution

This Agreement shall not be entered into, or biding, until fully executed by the "WFFL" in accordance with all requirements appertaining thereto, including full signature, execution and attestation in the spaces below. This Agreement shall be binding upon the heirs, successors, and assigns of the parties in case any or all of them assume authority over the operation of this Franchise/Association, and failure to agree to, or abide by, the terms of this Franchise/Association agreement by any entity or person assuming authority over the operation of the Franchise/Association shall be deemed a violation of this agreement.

Franchise/Association

Signed _____

By _____

Title _____

Wasatch Front Football League

Signed _____

by: _____

Title: _____

Exhibit A

a) Franchise/Association Area means the area within the jurisdictional boundaries of the Franchise/Association, as assigned by the “WFFL”, including any areas annexed or removed by the “WFFL” during the term of this agreement.

Franchise/Association Area

Franchise/Association shall provide services, as authorized under this Franchise/Association, within the Franchise/Association area and the jurisdictional boundaries as prescribed by the “WFFL” including any areas annexed or removed during the term of this Agreement in accordance with the Area boundaries as set forth in Exhibit A.

Franchise/Association Area description and/or Map:

See Addendum B in the WFFL Policies and By-laws, 2022

Exhibit B

TERMS

a) Franchise Association Fee means any fee or assessment of any kind imposed by a “WFFL” authority

STAFF REPORT



SUBJECT: Discussion on Drive-Thrus and Where They Should Be Allowed
AUTHOR: Mark Vlasic
DEPARTMENT: Planning and Zoning
DATE: August 16, 2022

BACKGROUND

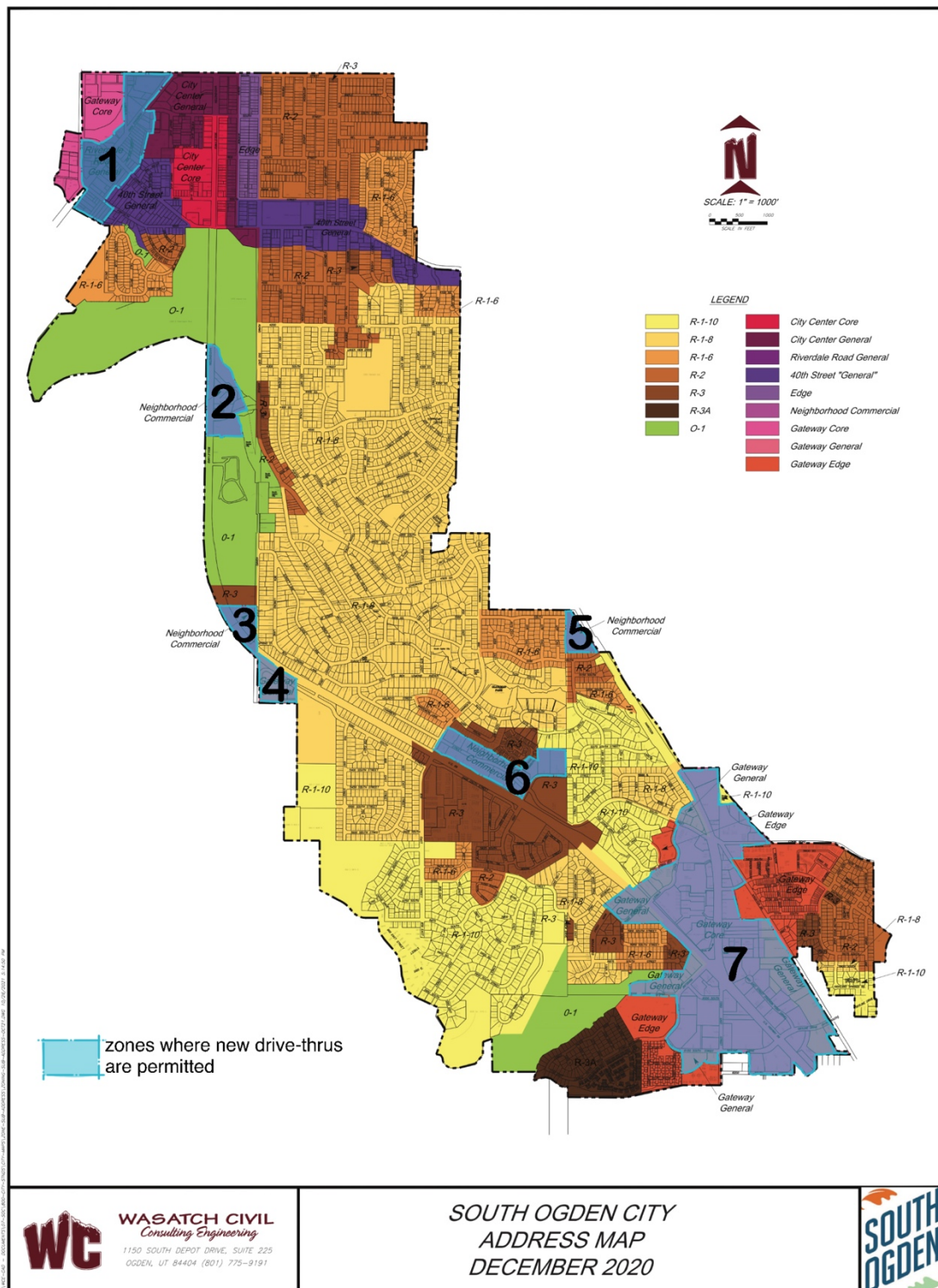
In 2008, an update of the South Ogden City general plan was completed that established a new vision for the city. Some of the key ideas that it expressed follow:

- Make South Ogden City distinct and identifiable from surrounding municipalities.
- Encourage a major transformation of Washington Boulevard into an urban setting that establishes the sense of downtown to motorists and passersby.
- Create a distinct City Center or "heart of the community" in the north end of the city where residents of South Ogden can gather for community events.
- Integrate new development and redevelopment in existing neighborhoods.
- Create places for the community to gather and events to draw residents to these places.

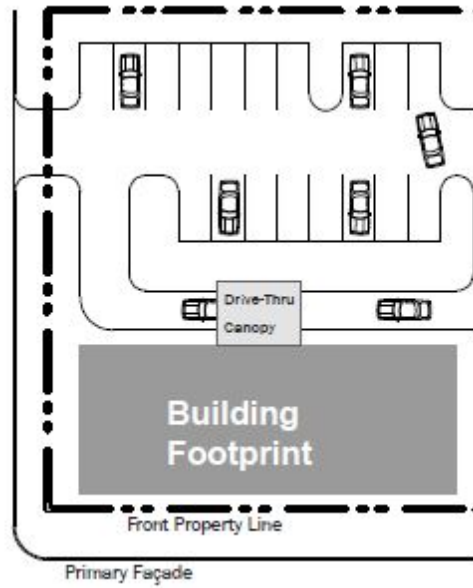
More recently, two form-based codes were established for key areas of the city to help transform the city center in the north and all other commercial areas in alignment with the general plan. These codes anticipated the widening of 40th Street and other key roadways to accommodate transit, bike lanes and pedestrian movement, and provided tools that would promote high quality development that maximizes the development of pedestrian-friendly destinations while minimizing impacts to adjacent neighborhoods.

The adoption of form-based codes represented a significant change in the type of development anticipated in the future of the city. One of the many changes that were included in these codes was the limitation of drive-thru shopping/services to certain areas of the city (Figure 1), and limiting drive-thru facilities to the rear facade of the building or in the rear of the lot behind the building where they are not be visible from any primary street. They also limit stacking lanes perpendicular to the primary facade or behind the building. (Figure 2).

Existing codes permit existing drive-thru businesses to maintain their drive-thru lanes, and requires that the conversion of existing buildings with drive-thru and new drive-thru buildings meet the new design requirements.



South Ogden Form-based Code diagram and description



1. *Drive-Thru: A use that allows customers to receive services or goods through a window while remaining stationary in their motor vehicles. A drive-thru does not include pumps at a gas station, or any other type of pick-up service (e.g., groceries or lumber) where the driver is required to leave the vehicle or where the services and goods are delivered by other means than through a window. Refer to section [10-5.1A-5-11](#) of this article, for required drive-thru development standards.*

F. Drive-Through Structures: Refer to figure 5.11(8) of this section for one illustration of the following requirements:

1. *Application: Drive-through structures are only allowed in the Riverdale Road "General" Subdistrict.*
2. *Structure/Canopy: Drive-through structures or canopies shall be located on the rear facade of the building or in the rear of the lot behind the building, where permitted by use. The structure shall not be visible from any primary street.*
3. *Stacking Lanes: Stacking lanes shall be located perpendicular to the primary facade or behind the building.*
4. *Canopy And Structure Material: The canopy and structure shall be constructed of the same materials utilized on the building.*

ANALYSIS

Recent and On-going Market Changes

The onset of COVID-19 has changed the way many people shop and conduct business, including a significant resurgence of drive-thru uses. As indicated in the recent articles linked in this report (see last page), some industry leaders believe that these changes are here to stay, and others believe the negative impacts of drive-thrus remain as valid and detrimental today as they were prior to the pandemic.

Staff has been contacted by local business owners who would like to convert their business to include drive-thru options, but are unable to due to current code requirements. Other communities in the region are experiencing similar issues, and struggle with how best to deal with the issue in a manner that is fair and equitable while also meeting the long-term visions for their cities.

DISCUSSION

Staff would like to get your ideas and direction on drive-thrus to determine a path forward. The following are key questions to help formulate your response.

1. Do you believe our current code meets the existing needs of drive-thru businesses? Why or why not?
2. Considering the effort undertaken to make South Ogden a more walkable, pedestrian-friendly city, do you believe drive-thru businesses are a threat to achieving that goal?
3. Do you think we should expand, maintain or reduce the areas and locations where drive-thru businesses should be allowed? Why?
4. Do you believe the increased demand for drive-thru businesses is here to stay? Why or why not?
5. Considering efforts undertaken to make South Ogden a more walkable, pedestrian-friendly city, do you believe drive-thru businesses are a threat to realizing those ideals? Why?
6. Do you believe the same drive-thru code requirements should apply to new drive-thru businesses and existing businesses that wish to add or expand drive-thru services?
 - a. If yes, why?
 - b. If no, why not (include a discussion of potential code changes for existing business)
7. Other questions and ideas?

LINKS

["How Covid-19 Saved the Fast Food Drive-Thru"](#)

["COVID Is Forcing Restaurants to Rethink, Modernize Drive-Thru Lanes"](#)

["Is Fast-Food Through With Drive-Thrus?"](#)

REPORT OF ACTION

South Ogden City Planning Commission



MEETING DATE: July 14, 2022
ITEMS: Amend SOC 10-5.1A and 10-5.1B Concerning Drive-Throughs

BACKGROUND

See Staff Report

ACTION OF PLANNING COMMISSION

The planning commission recommended the proposed changes be forwarded to the City Council.

CONCERNS RAISED AT PUBLIC HEARING

There were no comments for the public hearing, either in person or online.

PLANNING COMMISSION DISCUSSIONS

February 10 meeting	00:01:09
April 14 meeting	00:43:06
May 12 meeting	01:17:23

MOTION

Commissioner Layton moved to recommend the proposed amendment changes with the addition that “Primary Street” be defined in the code as the street to which the building was addressed to. The motion was seconded by Commissioner Pruess. Chair Howe made a roll call vote:

Commissioner Layton-	Yes
Commissioner Pruess-	Yes
Commissioner Snowden-	Yes
Chair Howe-	Yes

After this planning commission meeting, staff found that a definition for “Primary Street” already existed, so they put it on the next Planning Commission Agenda for more discussion. During the meeting, the

planning commission made a minor adjustment to one word in the amended code and forwarded it to the Council for their consideration.

10-5.1A-3-1: Introduction

A. The following subdistricts are hereby created to regulate the location of distinct mixes of building forms and uses permitted within the City Center and 40th Street Corridor Districts. Refer to section 10-5.1A-4, "Uses," of this article for uses and section 10-5.1A-5, "Building Types," of this article for building types permitted within each subdistrict.

The following subdistricts have been created, and each consists of a series of uses and building types that have been specifically calibrated for the subdistrict.

1. City Center "Core": The City Center "Core" constitutes the center of the community and heart of the new City center, and includes the majority of the shops and workplaces within the City center. The storefront building type that comprises this subdistrict defines a street wall along the primary streets of the area with storefront glass windows. Upper stories of the storefront building may be utilized for living and working.
2. City Center "General": The City Center "General" Subdistrict serves as the interstitial fabric of the City, separate from the defined center or core and the edges. This area is primarily comprised by both the storefront building, and the more generic stoop building which have lower minimum transparency levels, and is mainly occupied by office, retail and residential uses at a variety of scales. [This subdistrict also permits drive-through facilities to allow more flexibility for auto oriented uses as described in 10-5.1A-5-11 F\).](#)
3. Riverdale Road "General": The Riverdale Road "General" Subdistrict serves as the interstitial fabric of the City, separate from the defined center or core and the edges.

This subdistrict also encourages and promotes outdoor sales lots. Adjustments to the general requirements should be made to ensure such uses remain viable. This area is primarily comprised by both the storefront building, and the more generic stoop building which have lower minimum transparency levels, and is mainly occupied by office, retail and residential uses at a variety of scales. This subdistrict also permits drive-through ~~facilities~~ ~~structures~~ and the limited bay building type to allow more flexibility for auto oriented uses.

4. 40th Street "General": The 40th Street "General" Subdistrict combines the storefront building and stoop building to create a corridor that supports a future transit line along 40th Street. Development along this corridor will be at a smaller scale and finer grain, in relation to the City center.
5. Edge Subdistricts: The Edge Subdistricts are made up of smaller scale residential buildings, which provide a buffer between existing single-family residential neighborhoods and the "Core" and "General" Subdistricts. (Ord. 17-12, 5-4-2017, eff. 5-4-2017)

10-5.1A-4-4: Definition Of Uses

TABLE 4.1(1)

USES BY SUBDISTRICT

Key:	
P	Permitted
P ²	Permitted with development standards
C	Requires a conditional use permit
Blank	Not permitted

Uses	Subdistricts				
	City Center "Core"	City Center "General"	Riverdale Road "General"	40th Street "General"	Edge
Residential and lodging:					
Residential	P	P	P	P	P

Hotel and inn	P	P	P	P	P ²
Group living arrangements	C	C	C	C	
Civic:					
Assembly	C	C	C	C	P ²
Transit station	P	P	P	P	P ²
Hospital and clinic	P	P	P	P	
Library/museum/Post Office (no distribution)	P	P	P	P	C
Police and fire	C	C	C	C	C
School	P	P	P	P	P
Retail:					
Neighborhood retail	P	P	P	P	
General retail	P	C	P		
Outdoor sales lot			C		
Medical cannabis pharmacy	P ²		P ²		
Service:					
Neighborhood service	P	P	P	P	
General service	P	C	C		
Vehicle service		C	P ²		
Office and industrial:					
Office	P	P	P	P	P ²
Craftsman industrial	P ²	P ²	P		
Non-retail industrial			P ²		
Infrastructure:					

Parking lot	P ²	P ²	P ²	P ²	
Parking structure	P ²	P ²	P ²	P ²	
Utility and infrastructure	C	C	C	C	
Open space	P ²	P ²	P ²	P ²	P ²
Accessory uses:					
Drive- thru through		P ²	P ²		
Home occupation	P	P	P	P	P
Parking lot	P	P	P	P	
Parking structure	P ²	P ²	P ²	P ²	
Outdoor storage of goods		P ²	P ²		
Temporary outdoor sales lot	P	P	P	P	
Beer and liquor:					
Class A license ¹	P		P		
Class B license ²	P	P	P	P	
Class C license ³	P	P	P	C	

Notes:

¹Class A: Beer and/or liquor served and consumed on or off premises (bar, tavern, microbrewery).

²Class B: Beer and/or liquor sold on premises, but on premises consumption is prohibited (convenience and grocery stores, State liquor stores).

³Class C: Beer and/or liquor may be served with a meal in a restaurant.

10-5.1A-4-2: Definition Of Uses

L. Accessory Uses: A category of uses that are not permitted to serve as the principal use on a zoning lot.

1. Drive-~~Thru~~Through: A use that allows customers to receive services or goods through a window while remaining stationary in their motor vehicles. A drive-thru does not include pumps at a gas station, or any other type of pick-up service (e.g., groceries or lumber) where the driver is required to leave the vehicle or where the

services and goods are delivered by other means than through a window. Refer to section 10-5.1A-5-11 of this article, for required drive-thru development standards.

10-5.1A-5-11: Additional Design Requirements

F. Drive-Through ~~Structures~~Facilities: Refer to figure 5.11(8) of this section for one illustration of the following requirements:

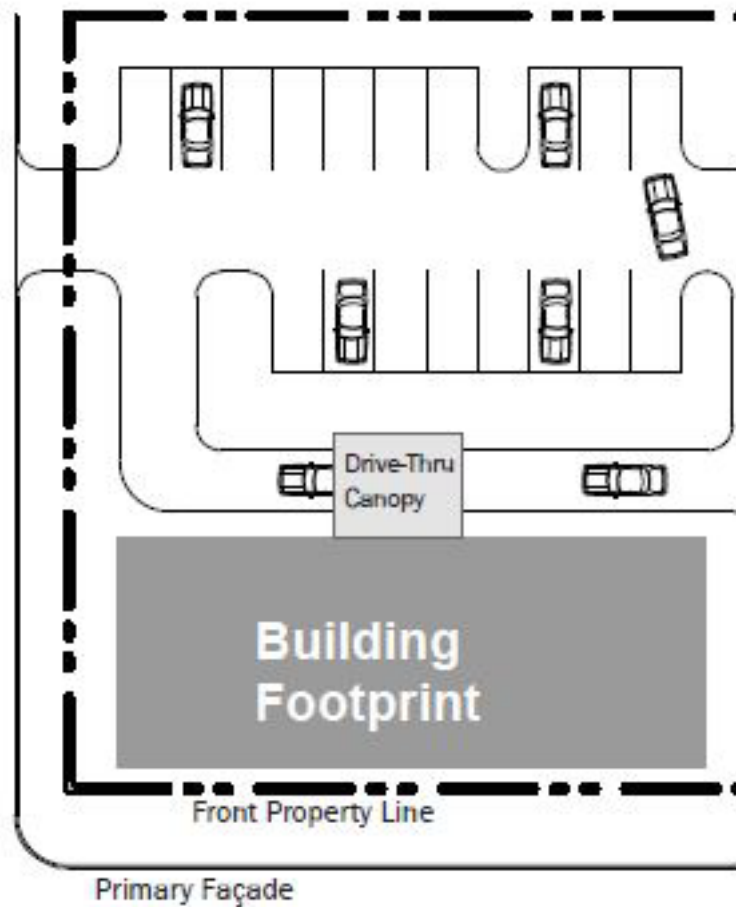
1. Application: Drive-through ~~structures~~facilities are only allowed in the Riverdale Road “General” Subdistrict.
2. ~~Structure/Canopy~~Drive-Through Facilities Description: Drive-through ~~structures or canopies~~facilities include any window as described in 10-5.1A-4-2(L)(1), whether it has a canopy or is located in a separate structure from the main building. Drive-through facilities shall be located on the rear facade of the building or in the rear of the lot behind the building, where permitted by use. The ~~structure~~facility shall not be visible from ~~any~~the primary street.
3. Stacking Lanes: Stacking lanes shall be located perpendicular to the primary facade or behind the building.
4. Canopy and Structure Material: The canopy and structure shall be constructed of the same materials utilized on the building.
5. For uses and lots that directly front any major street or gateway street (Riverdale Road, US-89/ Washington Boulevard, and Chimes View Drive), requirement 2 above does not apply, thereby permitting drive-through facilities to be located on one side façade or to the rear of a structure in zones where permitted by use.

~~4.6.~~Drive-through facilities are expressly prohibited on the front façade of any building.

7. City Center Core Subdistrict drive-through facilities located on the east side of Washington Boulevard from the north city boundary south to 3700 South shall be located on the rear facade of the building or in the rear of the lot behind the building.

FIGURE 5.11(8)

RECOMMENDED DRIVE-THROUGH FACILITY LAYOUT



[Note that Drive-through facilities may be permitted on the sides of buildings in some subdistricts – see 10-5.1A-5-11 F](#)

10-5.1A-11-2: City Center "General" Subdistrict

The city center "general" subdistrict serves as the interstitial fabric of the city, separate from the defined center or core and the edges. This area is primarily comprised by both the storefront building, and the more generic stoop building which have lower minimum transparency levels, and is mainly occupied by office, retail and residential uses at a variety of scales. Building heights range from one to five (5) stories. [This subdistrict also permits drive-through facilities to allow more flexibility for auto-oriented uses under special circumstances.](#)

10-5.1A-11-3: Riverdale Road "General" Subdistrict

The Riverdale Road "general" subdistrict serves as the interstitial fabric of the city, separate from the defined center or core and the edges. This area is primarily comprised by both the storefront building, and the more generic stoop building which have lower minimum transparency levels, and is mainly occupied by office, retail and residential uses at a variety of scales. This subdistrict also permits drive-through ~~structures~~ [facilities](#) and the limited bay building type to allow more flexibility for auto-oriented uses. Building heights range from one to four (4) stories.

10-5.1B-4-1: General Requirements

TABLE 4.1(1)

USES BY SUBDISTRICT

Key:	
P	Permitted
P ²	Permitted with development standards
C	Requires a conditional use permit
Blank	Not permitted

Uses	Gateway Core	Gateway General	Neighborhood Commercial	Gateway Edge
Residential and lodging:				
Residential	P	P	P	P
Hotel and inn	P	P	P	
Group living arrangement	C	C	C	
Civic:				
Assembly	P ²	P ²	P ²	P ²
Transit station	P	P	P	P ²
Hospital and clinic	P	P	P	C
Library/museum/Post Office (no distribution)	P	P	P	C
Police and fire	C	C	C	C
School	P	P	P	P
Retail:				
Neighborhood retail	P	P	P	
General retail	P	P	P ²	
Outdoor sales lot				
Sexually oriented business			P ²	
Medical cannabis pharmacy	P ²	P ²		
Service:				
Neighborhood service	P	P	P	
General service	P ²	C	C	
Vehicle service	P ²	C		
Office and industrial:				
Office	P	P	P ²	
Craftsman industrial	P	P	P	
Infrastructure:				
Parking lot	P ²	P ²	P ²	
Parking structure	P ²	P ²	P ²	
Utility and infrastructure	C	C	C	C
Open space	P ²	P ²	P ²	P ²
Accessory uses:				
Drive-through	P ²	P ²	P ²	
Home occupation	P	P	P	C
Parking lot	P	P	P	P
Parking structure	P ²	P ²	P ²	
Outdoor storage of goods	P ²	P ²	P ²	
Temporary outdoor sales lot	P	P	P	

Beer and liquor:				
Class A license ¹	P			
Class B license ²	P	P	P	
Class C license ³	P	P	P	

Notes:

¹Class A - Beer and/or liquor served and consumed on premises (bar, tavern, microbrewery).

²Class B - Beer and/or liquor sold on premises, but on-premises consumption is prohibited (convenience and grocery stores, State liquor stores).

³Class C - Beer and/or liquor may be served with a meal in a restaurant.

Refer to subsections 10-5.1B-4-2C1 and C2 of this section 10-5.1B-4 to determine which beer and liquor uses are allowed in neighborhood retail and general retail.

10-5.1B-4-2: Definition Of Uses

- L. Accessory Uses: A category of uses that are not permitted to serve as the principal use on a zoning lot.
 - 1. Drive-~~Thru~~Through: A use that allows customers to receive services or goods through a window while remaining stationary in their motor vehicles. A drive-thru does not include pumps at a gas station, or any other type of pick-up service (e.g., groceries or lumber) where the driver is required to leave the vehicle or where the services and goods are delivered by other means than through a window. Refer to section 10-5.1B-5-11 of this article, for required drive-thru development standards.

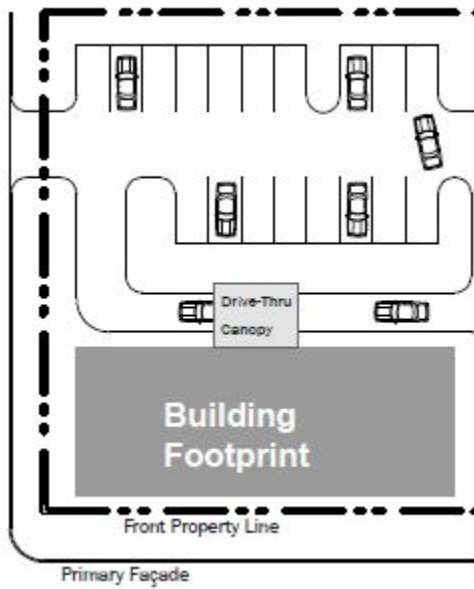
10-5.1B-5-11: Additional Design Requirements

- F. Drive-Through Structures: Refer to figure 5.11(8) of this section for one illustration of the following requirements.
 - 1. Application: Drive-through structures are only allowed in the Gateway Core, Gateway General, and Neighborhood Commercial Subdistricts.
 - 2. ~~Structure/Canopy~~Drive-Through Facilities Definition: Drive-through facilities ~~structures or canopies~~ include any window as described in 10-5.1A-4-2(L)(1), whether it has a canopy or is located in a separate structure from the main building. Drive-Through facilities shall be located on the rear facade of the building or in the rear of the lot behind the building, or side facades where permitted by use. ~~The structure shall not be visible from any primary street.~~
 - 3. Stacking Lanes: Stacking lanes shall be located perpendicular to the primary facade or behind the building.
 - 4. Canopy And Structure: The canopy and structure shall be constructed of the same materials utilized on the building.

4. [Drive-through facilities are expressly prohibited on the front façade of any building.](#)

FIGURE 5.11(8)

RECOMMENDED DRIVE-THROUGH FACILITY LAYOUT



[Note that Drive-through facilities may be permitted on the sides of buildings where permitted by use – see 10-5.1B-5-11 F](#)

STAFF REPORT



SUBJECT: Sick Leave Buy Back
AUTHOR: Doug Gailey
DEPARTMENT: Administration
DATE: 8-16-2022

RECOMMENDATION

Discussion Item only

BACKGROUND

In accordance with the strategic directive to evaluate employee benefits, the City Council gave direction to staff to develop a sick leave buyback policy. Staff has developed a policy, which encourages employees to effectively manage their sick leave and meets the intent of the Council to provide an additional benefit to full-time city employees.

ANALYSIS

The sick leave buy-back is based on the employee's sick leave use and overall balance. The overriding philosophy is to encourage the employee to have a minimum balance that would provide leave for two and a half pay periods. The policy also rewards employees who use less sick leave and maintain a higher leave balance. The buyback would happen on the second paycheck in November, which would give employees the option of additional Christmas money if they so choose. There is also an option to take the payout in a 401 K, HSA or a combination of all three.

SIGNIFICANT IMPACTS

Based on current sick leave usage and balances, staff estimates no more than \$40,000 this year.

ATTACHMENTS

Proposed sick leave buy-back policy

SICK LEAVE BUY-BACK

Purpose: The purpose of the sick leave buy-back is to create a program that discourages sick leave abuse and rewards employees who effectively manage their overall health and sick leave use.

Procedure: Annually, the Finance Director, or designee, will review the sick leave balances of employees, as of November 1 of that year and check the sick leave usage from the previous 12 months (ending October 31). Employees who meet the requirements established herein, will be eligible for a sick leave buy-back. The buy-back is converted at the employee's current rate of pay as of the second pay period in November. After the employee submits an approved request, the sick leave buy-back will be included in the employee's paycheck, which is issued the second pay period in November. Additionally, employees have the option to have an employer contribution of the same gross amount into the employee's Health Savings Account, 401 K or a combination thereof during the same pay period in November. Employees can sellback less hours than the maximum allowed. *Note: After conversion, the employee's sick leave balance cannot drop below 200 hours (240 for firefighters).*

Requirements:

The payout is based on the employee's sick leave balance as well as sick leave hours the employee used since November 1 of the previous year. Eligible hours are based on the annual accrual less any sick leave hours used during the 12-month period under review based on the following ladder:

- Employees who have a sick leave balance of 200 (240 for firefighters) hours or less are not eligible to participate in the program.
- Employees who have a sick leave balance between 200 and 224.05 (264.05 for firefighters) are eligible to participate in the program at a rate that does not deplete their sick leave bank below 200 hours.
- Employees who have a balance that is over 224.05 hours (264.05 for firefighters) but less than 400 hours can receive a sick leave buy-back of 25% of the equivalent amount of unused sick leave accrued during the year.
- All Employees who have a sick leave balance over 400 hours but less than 600 hours can receive a sick leave buy-back of 50% of unused sick leave accrued during the year.
- All Employees who have a sick leave balance over 600 hours can receive a sick leave buy-back of 75% of unused sick leave accrued during the year.

Below are different scenarios to illustrate how the program works:

Every employee earns 96.2 hours of sick leave each year. In Example #1, an employee used 48 hours of sick leave during the previous 12 months. In the Example #2, the employee did not use any sick leave during the previous 12 months. In Example #3 a firefighter did not use any sick leave during the previous 12 months.

NOTE: Employees cannot have a balance of less than 200 sick leave hours after the conversion (240 for firefighters). The rationale is that employees will maintain a minimum sick leave balance of 2.5 pay periods. This policy does not alter or affect the sick leave conversion policy.

Sick hours earned	Sick hours used	Difference of sick leave used from accrued	Employee sick leave bank balance		Maximum sellback hours	Sample Employee Wage	Maximum sick leave buy back pay out
EXAMPLE 1							
96.2	48	48.2	< 200		0	\$ 25.00	\$0.00
			≥200 <224.05	25%	Up to 12.05		Up to \$301.25
			≥ 224.05 < 400	25%	12.05		\$ 301.25
			≥ 400 < 600	50%	24.10		\$ 602.50
			≥ 600	75%	36.15		\$ 903.75
EXAMPLE 2							
96.2	0	96.2	< 200		0	\$ 25.00	\$0.00
			≥200 <224.05	25%	Up to 24.05		Up to \$601.25
			≥224.05 < 400	25%	24.05		\$ 601.25
			≥ 400 < 600	50%	48.10		\$ 1,202.50
			≥ 600	75%	72.15		\$ 1,803.75
EXAMPLE 3 (Firefighter)							
96.2	0	96.2	< 240		0	\$ 25.00	\$0.00
			≥240 <264.05	25%	Up to 24.05		Up to \$601.25
			≥264.05 < 400	25%	24.05		\$ 601.25
			≥ 400 < 600	50%	48.10		\$ 1,202.50
			≥ 600	75%	72.15		\$ 1,803.75