



MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: **February 21, 2023 City Council Meeting**

WORK SESSION

Update on 40th and Chimes View Road Project – Jon Andersen. Public Works Director, Jon Andersen, will provide the council with an update on the 40th Street and Chimes View Drive reconstruction project and answer questions the council may have about the project.

40th & Evelyn Property Discussion. I hope to have some additional information related to the development of the property at 40th and Evelyn Drive. During the February 7 council meeting the council discussed wanting more information about how the city might be able to work with WSU and utilize the city's CDRA housing funds to build a home on the property. I have several calls out hoping to have updated information before the meeting that will help the council in discussing the direction you want to go. At this point in the process, this is how I see the city's options:

1. Sell the property for fair market value and walk away. This was discussed and the direction from the council was that you did not want to strongly consider this option, at this point.
2. The city transfers the property to the CDRA with conditions that the property be developed as "affordable housing" - based on the council's desired, target income level (i.e., 80% AMI, 50% AMI, etc.). Development of the property could include:
 - Agency uses CDRA Housing funds to build a home (with or without a partnership with WSU) and then rents the home at whatever rate the council would like (market rates, income-determined rate, etc.)
 - Agency builds a home and then sells the home at fair market value, with deed-restrictions (i.e. must be owner-occupied, annual household income cannot exceed some threshold (i.e. 80% AMI))
 - Agency builds a home and then rents the home as workforce housing. This could include city employees (i.e., fire fighter, police officer, etc.). This would certainly include creating policies and procedures in how the city will administer such a program.

E mdixon@southogdencity.com

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3950 Adams Ave. Suite 1

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DISCUSSION/ACTION ITEMS

- **Resolution 23-06 – Approving an agreement for Board and Seal Services.** This resolution renews an agreement that has been in place since 2014 of a county-wide, disaster cleanup rotation process. The rotating cleanup process helps ensure agencies across the county are fair in how they spread out the work to disaster cleanup companies. When our fire department is in need of disaster cleanup services they simply select the next company on the county’s rotating list. This prevents our department from being accused of favoring one company over another.
- **Resolution 23-07 – Approving an agreement with Uncle Strudel Touring and King Calaway.** Can you believe it’s time to start thinking about South Ogden Days again? This resolution finalizes an agreement for this year’s entertainment – King Calaway. If you haven’t already done so, look them up and listen to their music. I think this group will bring some great energy and some great music to our event. The contract price is \$10,000 with a \$2,000 buyout for hotel and travel expenses.
- **Resolution 23-08 – Approving an agreement with Revise for city website hosting and online forms.** Staff has reviewed the current agreement with Revise for our website hosting and web design services. Our original contract with Revise came with a free website re-design in year five. After evaluating other website hosting and design services, staff is recommending that the city remain with Revise. Staff will be working with Revise in getting our website re-designed and the council will also be involved in the process as it moves forward. The annual contract amount for website hosting is \$2,700. This starts a new 5-year contract with Revise.
- **Ordinance 23-04 – Vacating the 6000 South cul-de-sac.** This ordinance is a part of the Development Agreement the city has with Ogden Clinic’s headquarters located at 6000 S. Given the site plan and layout of the buildings in this project, the city no longer needs the cul-de-sac as a turnaround. This ordinance vacates the no-longer-needed cul-de-sac. The Planning Commission reviewed this and determined that, because of the project and Ogden Clinic’s development, the cul-de-sac is no longer necessary. This is their recommendation. There will be a public hearing during the city council meeting prior to the council taking action.

DISCUSSION ITEMS

- **Strategic Plan – Value Statement.** I’ve prepared some information on the city’s values statement (see packet) in an effort to try and narrow the list of worthy values the city wants to adopt as our organization’s core values. From the discussion and information provided at the last meeting and from the input of the department directors, I created a list of all of the values mentioned. I then gave preference to those values that were brought up more than once. In some cases, a value was mentioned by many different people (council members and department directors). I then rank ordered the values list based on those mentioned most to least. The last step was an attempt to consolidate values. For example, the most mentioned value was integrity. Therefore integrity was moved to the top of the list. I then asked, “If I have integrity, what other values from the list do I possess?” Looking at the list you could say that integrity also includes such values as honesty,

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accountability, etc. Therefore, we might not need to adopt both integrity and honesty as core values (because if we have one we have both). With that type of thinking in mind, I'd like to review the list and have additional discussion around what you as a council believe our core values should be as an organization. Based on the aforementioned process, my list narrowed it down to: Individual Integrity, Service Excellence, Public Trust, and Collaboration/Teamwork. This is just a draft and I welcome more input and suggestions. I think we are getting close.

- ***Policy on maintenance of alleys.*** Time and energy permitting, I wanted to have a quick discussion/review of the updated strategic plan. This may go quickly if you've reviewed the plan and feel like it accurately represents the initiatives you prioritized at the retreat. If not, please be sure to ask about any items that you may disagree with or have questions about. This will be the last review with the council before I start working with department directors to build out the projects, tasks and sub-tasks of the plan.

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

TUESDAY, FEBRUARY 21, 2023, 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, February 21, 2023. 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

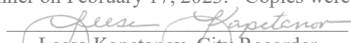
II. REVIEW OF AGENDA

III. DISCUSSION ITEMS

- A. Update on 40th and Chimes Road Project
- B. 40th and Evelyn Property

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 February 17, 2023. 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 24 hours in advance.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, FEBRUARY 21, 2023, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, February 21, 2023. 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 Smyth

- 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 January 27 & 28, 2023 Strategic Planning Meeting and February 7, 2023 Council Minutes

V. PUBLIC HEARING

To Receive and Consider Comments on the Proposed Vacation of 6000 South Cul-De-Sac

VI. DISCUSSION / ACTION ITEMS

- A.** Consideration of **Resolution 23-06** – Approving an Interlocal Agreement for Board and Seal Services
- B.** Consideration of **Resolution 23-07** – Approving an Agreement With Uncle Strudel Touring and King Calaway for South Ogden Days Entertainment
- C.** Consideration of **Resolution 23-08** – Approving an Agreement with Revize for City Website Hosting and Online Forms
- D.** Consideration of **Ordinance 23-04** – Vacating the 6000 South Cul-De-Sac

VII. DISCUSSION ITEMS

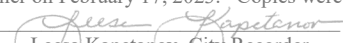
- A.** Strategic Plan – Value Statement
- B.** Policy on Maintenance of Alleys

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 February 17, 2023. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

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MINUTES OF THE SOUTH OGDEN CITY COUNCIL ANNUAL STRATEGIC PLANNING MEETING

FRIDAY, JANUARY 27, 2023 – 3:00-8:30 pm
CITY HALL, IN THE EOC
3950 ADAMS AVE.,
SOUTH OGDEN, UTAH, 84403

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Finance Director Steve Liebersbach, Assistant City Manager Doug Gailey, and Recorder Leesa Kapetanov

OTHERS PRESENT

Michelle Howard, Sheri Porter, Weber County Commissioners Jim Harvey and Sharon Bolos

Note: The time stamps indicated in blue correspond to various audio recordings of this meeting. A link to each recording will be given in the minutes. The recordings can also be found at southogdencity.com or requested from the office of the South Ogden City Recorder.

Link for audio recording of this section:

https://files4.1.revize.com/southogden/document_center/Sound%20Files/2023/CC230127_1507.mp3

I. CALL TO ORDER/WELCOME

At 3:08 pm, Mayor Porter welcomed everyone and called for a motion to begin the meeting.

00:00:00

Council Member Smyth so moved. Council Member Howard seconded the motion. Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.

- The mayor excused Fire Chief Cameron West and thanked everyone for being present

00:00:31

II. TEMPERAMENT INTELLIGENCE TRAINING

- City Manager Matt Dixon introduced Tom Hanson, Washington Terrace City Manager, who

then began the training 00:02:29

- The training concluded at 4:30 pm, after which the group took a small break

When the break ended, a new recording was started. The following time stamps correspond to the new recording, which can be accessed by clicking the following link:

https://files4.1.revize.com/southogden/document_center/Sound%20Files/2023/CC230127_1638.mp3

III. COUNTY UPDATE

- Weber County Commissioners James H. “Jim” Harvey and Sharon Bolos arrived shortly before 4:30
- At 4:38, the Mayor called the meeting to order, introduced the Commissioners, and turned the time to Commissioner Harvey for a presentation. The entire recording is Commissioner Harvey’s presentation, so there are no time stamps. As part of the presentation, Commissioner Harvey used visual aids, which can be seen as Attachment A to these minutes.
- Commissioners Bolos and Harvey left the meeting following the presentation

At this point, the group took a break to eat dinner. When they resumed, a new recording was started. The recording can be accessed by clicking the following link:

https://files4.1.revize.com/southogden/document_center/Sound%20Files/2023/CC230127_1800.mp3

IV. REVIEW MISSION AND VISION STATEMENTS

- The mayor called the meeting to order and turned the time to City Manager Matt Dixon, who gave an overview of the strategic plan process
00:00:44
- Discussion on Mission Statement
00:08:51
- The Council determined the Mission Statement would stay the same until after a value statement was created
- Discussion on Vision Statement
00:22:22
- The consensus of the Council was to leave the Vision Statement as is.

87 **V. S.W.O.T.**

- 88 • City Manager Dixon began the discussion on Strengths, Weaknesses, Opportunities, and
- 89 Threats (S.W.O.T.) 00:28:04
- 90 • When it was time to break into group discussions, the recording was stopped. The recording
- 91 resumed as each group presented what they had discussed.
- 92
- 93 • Strengths overview 00:28:28
 - 94 ○ Group presentations The recording of the ‘Strengths’ presentations was not
 - 95 captured; however, a picture of what each group came up with
 - 96 can be seen in Attachment B.
- 97
- 98 • Weaknesses and Threats were considered together
 - 99 ○ Group presentations 00:30:02 See Attachment B for picture
- 100
- 101 • Opportunities overview 00:37:13
 - 102 ○ Group presentations 00:37:50 See Attachment B for picture
- 103
- 104
- 105

106 **VI. REVIEW/UPDATE STRATEGIC PRIORITIES**

- 107 • Overview of tomorrow’s work on strategic priorities
- 108 00:54:52
- 109
- 110

111 **VII. ADJOURN**

- 112 • Mayor Porter thanked everyone for attending and called for a motion to adjourn
- 113 01:00:15
- 114

115 **Council Member Strate so moved, followed by a second from Council Member Orr. The**

116 **voice vote was unanimous in favor of the motion.**

117

118 The meeting concluded at 7:45 pm.

119

120

121

122

123

124



MINUTES OF THE SOUTH OGDEN CITY COUNCIL ANNUAL STRATEGIC PLANNING MEETING

SATURDAY, JANUARY 28, 2023 – 8:00 am-2:00 pm
CITY HALL, IN THE EOC
3950 ADAMS AVE.,
SOUTH OGDEN, UTAH, 84403

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Finance Director Steve Liebersbach, Assistant City Manager Doug Gailey, and Recorder Leesa Kapetanov

OTHERS PRESENT

No one else attended this meeting

Note: The time stamps indicated in blue correspond to various audio recordings of this meeting. A link to each recording will be given in the minutes. The recordings can also be found at southogdencity.com or requested from the office of the South Ogden City Recorder.

Link for audio recording of this section:

https://files4.1.revize.com/southogden/document_center/Sound%20Files/2023/CC230128_0814.mp3

I. WELCOME

- Mayor Porter called the meeting to order at 8:15 am and called for a motion to begin

00:00:00

Council Member Howard so moved. Council Member Smyth seconded the motion. Council Members Orr, Strate, Howard, and Smyth all voted aye.

Note: Council Member Stewart was not in attendance for the vote. She arrived soon after at 8:16 am.

II. REVIEW/DISCUSS FY2024 INITIATIVES/PROJECTS

- City Manager Matt Dixon led these discussions. He began with an overview of the process

00:00:42

- Those present divided into groups and discussed all the initiatives to determine if they still wanted to keep them the same, add, or subtract any. Any time those attending divided into groups, the recording was stopped since many people were talking at once. The recording resumed once group times ended.

- Discussion on all Initiatives

00:08:49

- It was determined that all Initiatives should remain the same at this point
- The group took a break at 9:20 am and then began discussion on the first initiative.
- Photos of the charts created during the discussion of each of the following initiatives can be found in Attachment C.

MODERATE INCOME HOUSING

- Mr. Dixon gave an overview of this initiative and the goals listed under them. Everyone then divided into groups. 00:51:52
- Group reports/discussion 00:56:35

FISCAL SUSTAINABILITY

- Overview of Fiscal Sustainability 01:22:39
- Group reports/discussion 01:36:53

EMPLOYEES

- Overview of initiative 01:45:50
- At this point in the meeting, Council and staff took a short lunch break and then resumed discussion
- Group reports/discussion 01:51:00

INFRASTRUCTURE

- Overview of initiative 02:16:20
- Group reports/discussion 02:29:17

ECONOMIC DEVELOPMENT

- The group felt comfortable with the existing list of goals under Economic Development, so the time was used for discussion and information 02:40:45

- During previous discussions, the Council decided to combine Initiative 5:Community Beautification with Initiative 6:Community Engagement, so they were discussed together under Community Engagement

COMMUNITY ENGAGEMENT

- Due to time constraints, group discussions were not held, rather everyone present discussed each goal under the combined initiatives together. No chart was made for this initiative.

03:04:00

III. ADJOURN

- At 2:01 pm, Mayor Porter called for a motion to adjourn

03:28:28

Council Member Howard moved to adjourn, followed by a second from Council Member Strate. The vote was unanimous to adjourn.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council Strategic Planning Meetings held January 27 and 28, 2023.


Kapetanov, City Recorder

Leesa
Date Approved by the City Council

Attachment A

Visual Presentation by Commissioner Harvey



WEBER COUNTY

Commissioner
James
"Jim" H.
Harvey

We're #WinninginWeber

Today's Topics

- Property Taxes & Financial Review
- Economic Development
- Golden Spike Event Center
- General & Master Plans
- Peery's Egyptian Theater
- Law Enforcement

Planning for an incredible future.

Weber County Master Plan



Western Weber General Plan



Upper Valley General Plan



Upper Valley Sewer & Water Study



Western Weber Sewer



Economic Development



01

Projects from Around the Globe

Projects this Month Alone:

- Project Stamper
- Project Fig
- VanTrust
- Pleasant View Industrial
- Project Imagine

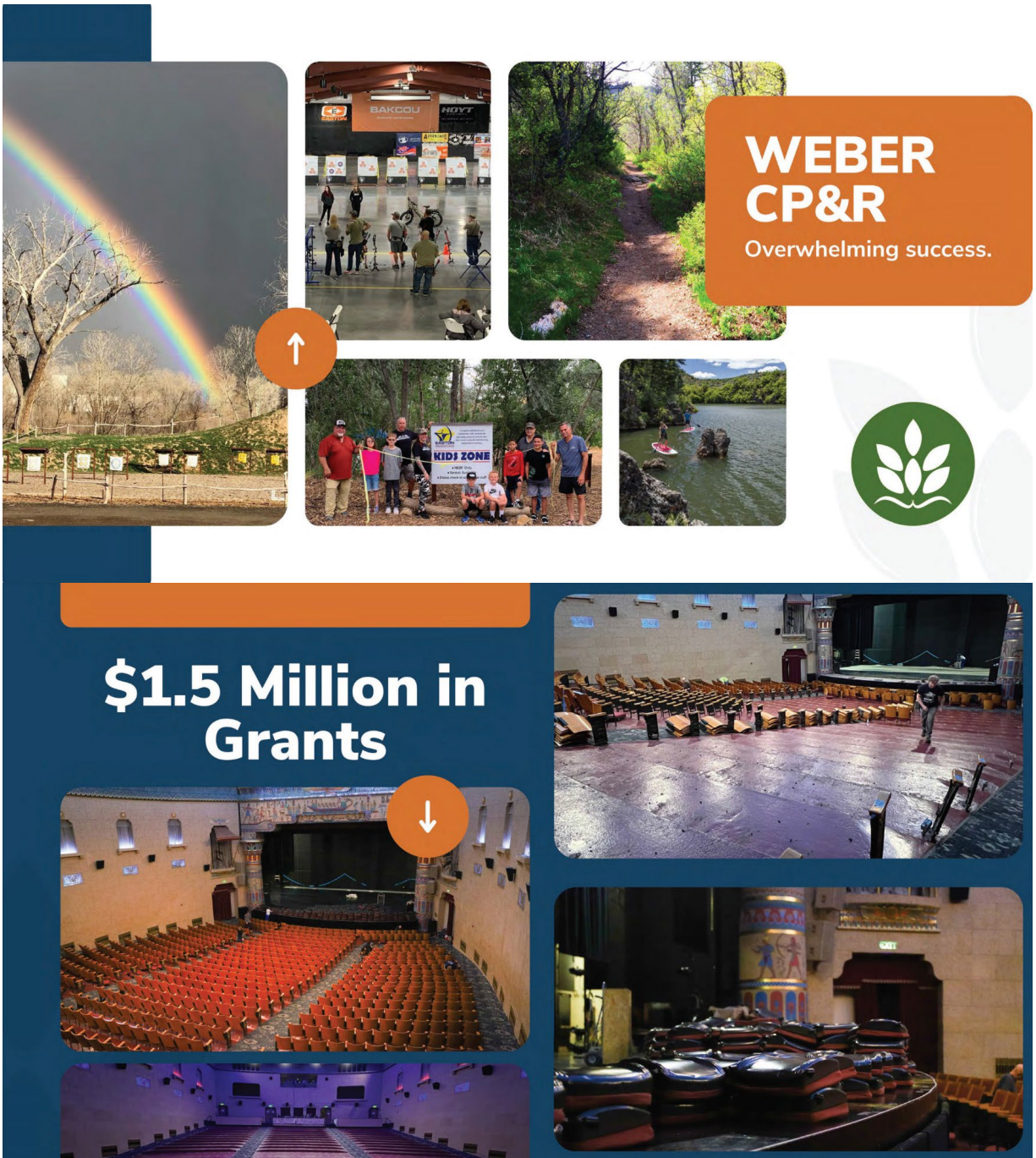
02

BDO is Nearly FULL

- 20 years ahead of schedule!

03

Horseshoe Pond



\$1.5 Million in Grants

Golden Spike Event Center



Victus Advisors

Weber County has engaged Victus Advisors to conduct a market feasibility study and long-term master plan for the Golden Spike Event Center/Weber County Fairgrounds



Community Input

Multiple open house events and a community survey in which 2,400 Weber County residents participated.



Our Objective

Developing a plan that will build upon the Complex's existing strengths and position it to be successful for the next 30 years.



PROPERTY TAXES



Supporting Law Enforcement



Corrections

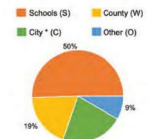
In a concentrated effort to reduce crime and build a strong community, we have DOUBLED the Corrections budget in the past four years.



Enforcement

With the population growing 25.4% in the last 20 years, the need to increase enforcement has been a logistical requirement. Over the past four years, we have increase the Enforcement budget by 50%.

Where Do Your Tax Dollars Go?



*If property is in an unincorporated area, services are provided by Weber County.



Ricky Hatch, CPA
Weber County Clerk/Auditor
2380 Washington Blvd., Suite 320
Ogden, Utah 84401

2022 Notice of Property Valuation and Tax Changes

See the back of this notice for explanations and important information

Deadline for Filing 2022 Appeals: September 15, 2022

This is not a bill - Do not pay

Parcel Number: [REDACTED] Tax Area: 27 Last Property Review: 2020

Market and Taxable Values For This Property Located At

Property Type	Primary Property	Last Year's Market Value	Last Year's Taxable Value	This Year's Market Value	This Year's Taxable Value
RESIDENTIAL LAND W/ BUILDING		558,000	308,800	707,000	386,850
ABOVE GROUND SQUARE FEET	2,850				
BASEMENT SQUARE FEET	1,728				
BASEMENT PERCENT COMPLETE	90				
Total Property Values		558,000	308,800	707,000	386,850

Primary Property
Full time residential dwelling.
Taxed at 55% of market value.

Non-Primary Property
Taxed at 100% of market value.

Greenbelt Property
Active agricultural use.

Tax Information For This Property

Tax District	Parcel Number	2021		2022		Changes If Proposed Budget Is Approved		Public Hearings For Tax Increase
		Tax Rate	Tax Amount (\$)	Tax Rate	Tax Amount (\$)	Amount	Percent	
S - Weber School District	(801) 476-7841	.000939	1,78.19	.000956	1,304.36	1,304.36	13.11%	Aug 18/7pm - 5220 S Adams Ave/Phy Per H2205(2019)
S - Stansfield School Basic Levy	(001) 001	.001881	509.76	.001401	544.79	2716.02	97.40	
S - State Charter School Levy Weber	(001) 000	.000068	22.28	.000068	17.88	642.38	17.92%	
W - Weber County	(001) 395-8000	.001424	437.02	.001145	445.23	2071.45	44.23	
W - Weber County G O Bond Fund	(001) 395-8000	.000141	43.37	.000159	42.39	200.00	42.39	
W - Library	(001) 395-8000	.000114	145.07	.000181	148.15	200.00	15.55	
W - Weber / Morgan Health	(001) 395-8000	.000062	25.17	.000068	25.66	200.00	25.66	Hearing Was Held in Nov 2021
W - Paramount Fund	(001) 395-8000	.000186	41.34	.000189	42.39	200.00	42.39	
W - Adams & Collett / County	(001) 395-8000	.000214	65.69	.000173	67.27	200.00	67.27	
W - Weber County Flood Control	(001) 395-8000	.000048	14.12	.000057	16.59	200.00	16.59	
C - South Ogden City	(001) 622-0702	.000000	813.29	.002009	858.97	2024.00	13.61	Hearing Was Held in Nov 2021
C - Weber Basin Water Control	(001) 771-1817	.000152	40.51	.000153	40.55	200.00	9.01%	Aug 25/8pm - 3900 Adams Ave/Phy Per H2205(2019)
C - Central Weber Sewer Dist	(001) 731-0211	.000000	184.37	.000407	158.26	200.00	24.80	Aug 25/8pm - 3900 Adams Ave/Phy Per H2205(2019)
C - Municipal Assessment Dist	(001) 395-8000	.000000	25.78	.000000	25.78	200.00	18.43%	Hearing Was Held in Dec 2021
C - Mulhenny Adams & Collett	(001) 395-8000	.000010	3.08	.000010	3.08	200.00	3.08	Per 5814(10/2021) and 58205(2022)
C - Weber Area 911 And Env Serv	(001) 395-8000	.000010	65.98	.000173	67.27	200.00	1.94	
Direct Charges	(001) 771-1817		255.99		268.46	268.46		
Total Property Tax		.011679	\$1,046.23	.009793	\$4,076.47	\$1,082.22	\$4,915.48	

S = Schools W = Weber County C = Cities O = Other (See pie chart to the left)

An "X" in the box to the left indicates we have received your Tax Relief Application for this year.

Why an Increase?

Property Taxes and Financial Review



Truth in Taxation

While most tax entities experienced a Truth in Taxation hearing this year, Weber County did not.

Top 2% in the Nation

Triple AAA Bond Rating, this is given to only 72 out of 3,006 counties nationally.



More Progress

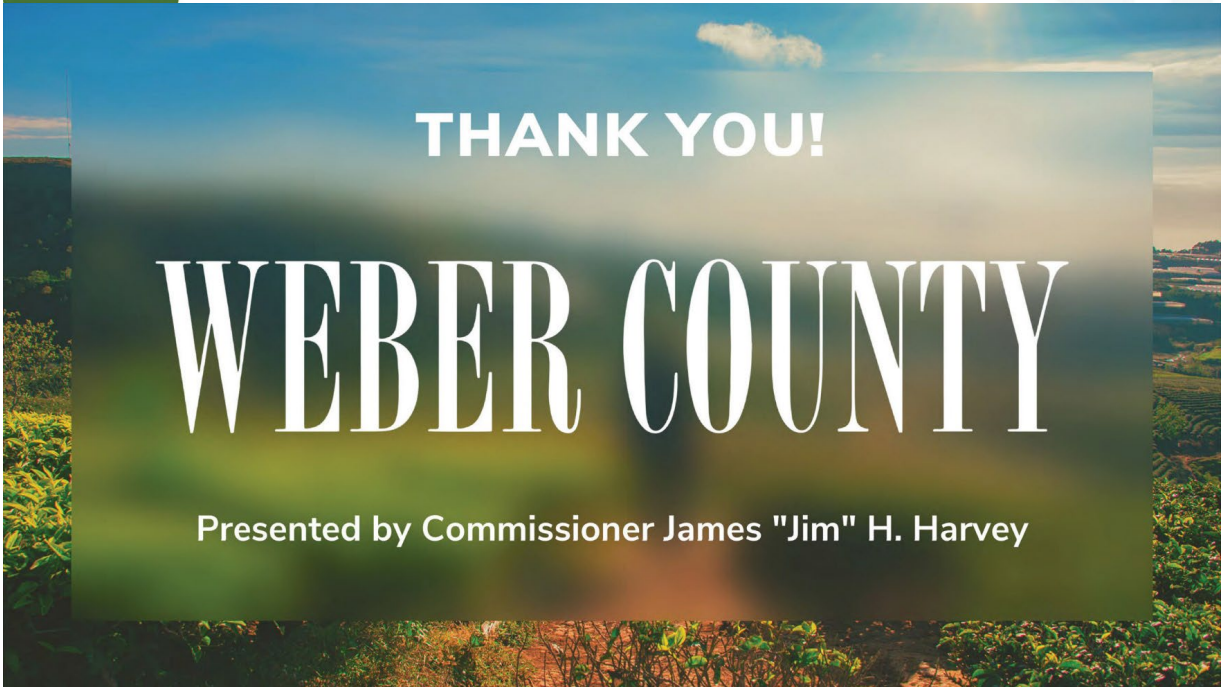
Programs streamlined.
Matching grants awarded.
\$5 million from the State Legislature.



Welcome, Commissioner Bolos!

- Life-long Weber County resident
- Former Mayor of West Haven
- Accountant by profession
- Earned a Master of Public Administration from Southern Utah University.

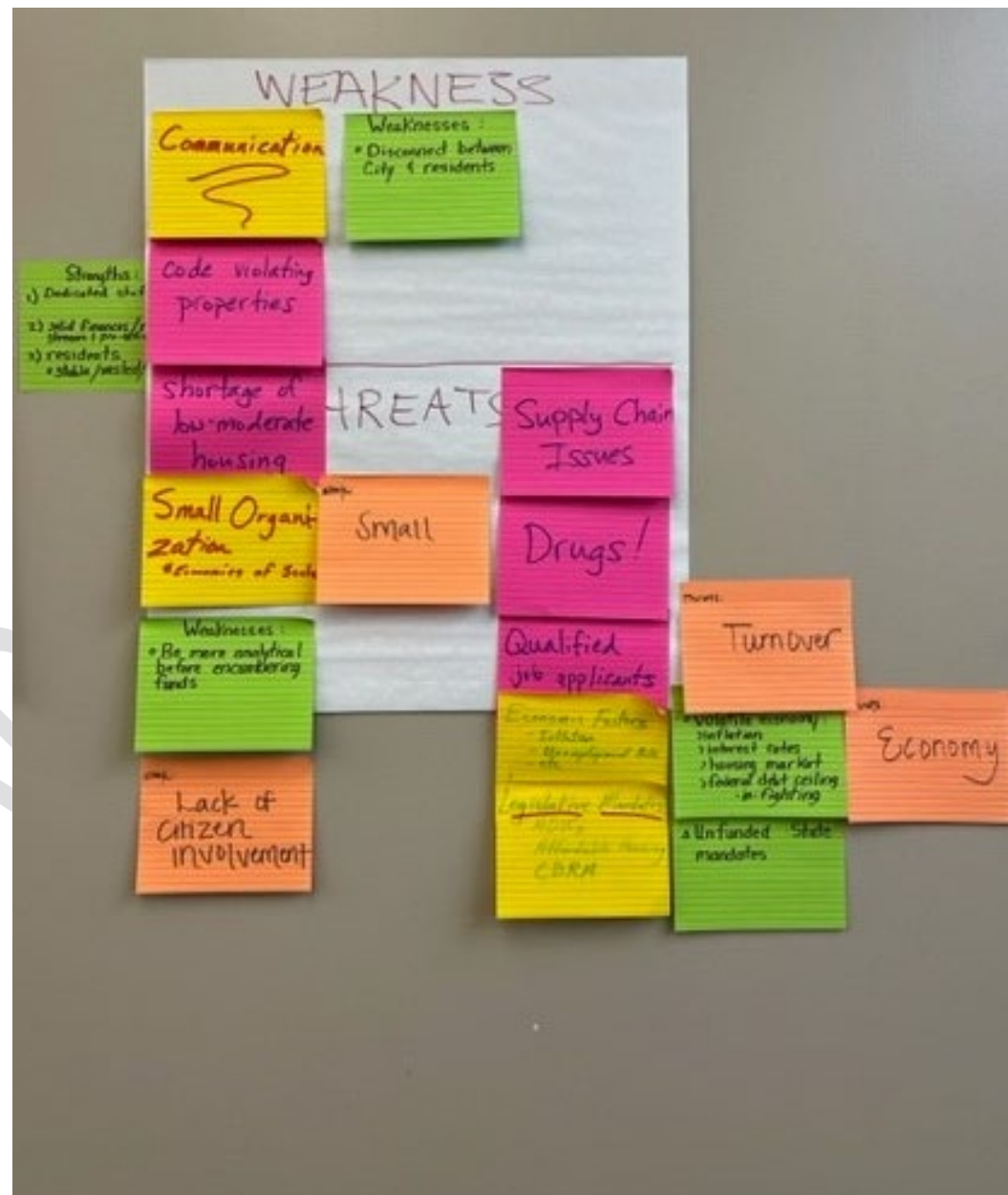




Not Approved

Attachment B

Strengths, Weaknesses, Opportunities, and Threats





Not Approved

Attachment C

Initiatives as Presented by Each Group



KEY TO MODERATE INCOME HOUSING CHART

#1 Rezone for densities necessary to facilitate the production of moderate-income housing.

#5 Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.

#6 Zone or rezone for higher density or moderate income residential development in commercial or mixed use zones near major transit investment corridors, commercial centers, or employment centers.

#10 Implement zoning incentives for moderate-income units in new developments.

#11 Preserve existing and new moderate-income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund.

#16 Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.

#18 Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.

#20 Ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing.

#23 Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones.

FISCAL SUSTAINABILITY

Improve
Financial
Planning

Prioritize Unfunded
Projects Against
Funds.

1.5

KEEP
1.1
(1.4 into 1.1)

1.5 Prioritize
Spending

PREPARE
SPENDING
FOR "ONETIME"

1.4
Increase revenue
through updated
Sustainability M
& Property taxes

1.4
Update
(over \$50,000?)

Increase Revs
thru
GRANT

EMPLOYEES

Improve
Employee
Satisfaction

Increase Employee
Engagement

- Low-cost/
no-cost benefits
- Work schedules

Explore Non Monetary
Employee benefits

Develop a plan
to retain
employees through
retirement benefits

Council
BBQ

Improve
Leadership/
Employee
Capacity

INFRASTRUCTURE

Upgrade City
Facilities

Remodel
City Shops

Trails?
(3.5 good)

Improve infr.
management
(i.e. G.I.S.)

Complete ^{update} underground
utility inventory

Parks survey
follow up ?'s
(3.1.1)

Remove: 3.4
3.7 3.8
3.9



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

TUESDAY, FEBRUARY 7, 2023

WORK SESSION – 5 PM IN EOC

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

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

OTHERS PRESENT

Jake Earl, Sheldon Peterson

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

https://files4.1.revize.com/southogden/document_center/Sound%20Files/2023/CC220207_1705.mp3

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

I. CALL TO ORDER

- Mayor Porter called the work session to order at 5:06 pm.

00:00:00

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

Note: Council Members Orr and Stewart were not present for this vote. Council Member Orr arrived at 5:09 pm and Council Member Stewart arrived at 5:18 pm.

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II. REVIEW OF AGENDA

- No one requested a review of the agenda
00:00:19

III. DISCUSSION ITEMS

A. 40th and Evelyn Property

- Staff overview 00:00:28
- Discussion 00:06:48
- Comments on property by Jake Earl, developer
00:09:35
- Discussion 00:12:24
- Direction to staff was to collect more information on each option for the property
- Comments by Mr. Earl 00:32:30

B. Strategic Plan

- Staff overview 00:34:50
- The Council took time to write down some values that were important to them. They then discussed their list with another member of the Council. Although this portion of the meeting was recorded, the discussions took place at the same time and were meant to be an exercise between the council members. No clear discussion can be heard.
00:38:59
- Presentation by council members of values
00:48:04

IV. ADJOURN

- At 5:59 pm, Mayor Porter called for a motion to adjourn the work session

Council Member Orr so moved, followed by a second from Council Member Howard. All present voted aye. 00:52:59

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

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

MEMBERS OF THE PUBLIC PRESENT

Bruce and Joyce Hartman, members, coaches, and family of the South Ogden Jets Pee Wee Football Team

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/2023/CC220207_1800.mp3

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

I. OPENING CEREMONY

A. Call To Order

- At 6:01 pm, Mayor Porter called the meeting to order and entertained a motion to begin
00:00:00

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

B. Prayer/Moment of Silence

The mayor led those present in a moment of silence

C. Pledge Of Allegiance

Council Member Howard led everyone in the Pledge of Allegiance.

114 **II. PRESENTATION**

- 115 • Mayor Porter acknowledged the team members and coaches of the South Ogden Jets Pee Wee
116 Football Team who had a perfect season with no losses and were the region mini-bowl champions.
117 The mayor called each members name and had them come forward. Those acknowledged were:
118 Coaches Ryan Combe, Taz Cherry, Rob Cunningham, and Mike Lopez; Team members Xander
119 Allen, Blake Casier, Kole Cherry, Cromwell Fairbanks Chessmore, Andrew Combe, Treyson
120 Cunningham, Makai Diaz, Jett Galbraith, Saiaiga Havili, Jack Heiner, Joseph McFarland, Wyatt
121 Parkin, James Rasmussen, Andre Saleapaga, Brekin Wells, and Miles Young

122 00:00:52

123
124
125 **III. PUBLIC COMMENTS**

- 126 • The mayor asked if anyone would like to make a public comment. No one came forward. He
127 then stated he would accept online public comments until 6:12 pm.

128 00:05:33

129
130
131 **IV. RESPONSE TO PUBLIC COMMENT**

- 132 • Not applicable at this time

133
134
135 **V. CONSENT AGENDA**

136 **A. Approval of January 17, 2023 Minutes**

137 **B. Approval of Class B Beer License for 7-Eleven Convenience Store Located at 5689 Harrison**
138 **Boulevard**

- 139 • Mayor Porter read the consent agenda items and asked if there were any changes or
140 corrections to the consent agenda and seeing none, he called for a motion to approve the
141 consent agenda. 00:05:51

142
143 **Council Member Smyth so moved. The motion was seconded by Council Member**
144 **Howard. The voice vote was unanimous in favor of the motion.**

145
146
147 **VI. PUBLIC HEARING**

148 **To Receive and Consider Comments on Proposed Amendments to the FY2023 Budget**

- 149 • The mayor called for a motion to enter a public hearing for amendments to the FY2023 budget

150 00:06:22

151
152 **Council Member Howard so moved. Council Member Strate seconded the motion. All present**
153 **voted aye.**

154

- The mayor invited anyone who wished to come forward and speak. No one came forward. He called for a motion to close the public hearing but allow online comments for the public hearing open until 6:15 pm. 00:06:35

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

VII. DISCUSSION / ACTION ITEMS

- Mayor Porter moved to item B first in order to allow online public comments for the budget. There was no opposition from any member of the Council. 00:07:06

B. Consideration of Resolution 23-05 - Amending the Agreement with Axon Inc. for Additional License

- Staff overview 00:07:22
- There was no discussion on this item; however, Council Member Stewart pointed out an incorrect date in the resolution 00:08:48
- Mayor Porter called for a motion to approve Resolution 23-05 with the correction 00:09:58

Council Member Howard so moved. Council Member Orr seconded the motion. After determining there was no discussion on the motion, the mayor called the vote:

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

Resolution 23-05 was adopted.

- The mayor checked with staff to see if any online comments had been made as either public comments or public hearing comments. No online comments had been submitted. 00:10:22

A. Consideration of Previously Tabled Resolution 23-04 – Amending the FY2023 Budget

- Staff overview 00:10:33
- There was no discussion on this item
- Mayor Porter called for a motion to approve Resolution 23-04 00:14:33

Council Member Orr so moved. The motion was seconded by Council Member Smyth.
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 budget amendments were approved.

VII. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Orr- 00:15:08
- Council Member Strate- 00:16:28
- Council Member Howard- 00:18:20
- Council Member Smyth- 00:18:59
- Council Member Stewart- 00:19:43

B. City Manager 00:20:08

C. Mayor 00:29:25

VI. ADJOURN

- At 6:32 pm, Mayor Porter called for a motion to adjourn
00:30:54

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

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session and Council Meeting held Tuesday, February 7, 2023.


Leesa Kapetanov, City Recorder

Date Approved by the City Council

STAFF REPORT



SUBJECT: Inter-local Agreement for Board and Seal Services
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: February 21, 2023

RECOMMENDATION

City staff is recommending the Mayor and City Council approve the Inter-local Agreement for Board and Seal Services Rotation List.

BACKGROUND

Disaster cleanup services are required when an emergency scene is determined unsafe and in need of some means to make it secure. It has been determined that all agencies within the county will continue to use a rotation list for disaster cleanup companies when an emergency scene dictates.

ANALYSIS

This is a renewal of a previous Inter-local agreement that began in 2014. The relationships with the various disaster cleanup companies and fire departments are being scrutinized. In order for South Ogden to remain unbiased, it is recommended that South Ogden continue to participate in the agreement to remove the possibility of showing favorites.

SIGNIFICANT IMPACTS

This will eliminate the city from being accused of favoring one company over another. There is no impact to the city financially.

ATTACHMENTS

None.

Resolution No. 23-06

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SOUTH
OGDEN CITY, WEBER COUNTY, WEBER COUNTY CITIES,
MORGAN COUNTY, AND MOUNTAIN GREEN FOR CREATION OF
AND PARTICIPATION IN A BOARD AND SEAL SERVICES
ROTATION LIST; AUTHORIZING THE CITY MANAGER TO SIGN
SUCH AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE
DATE**

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

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

WHEREAS, the City Council finds that under the Utah Interlocal Co-operation Act UC §11- 13-1, et seq., Utah Code Ann., 1953, as amended, (the " Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another that will benefit their citizens and make the most efficient use of their resources; and,

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

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

WHEREAS, the City Council finds that UC §11-13-5 requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements may become effective; and,

WHEREAS, the City Council finds that the following parties: Weber Fire District and North View Fire District, each a political subdivision of the state of Utah, and the following cities, each of which is a municipal corporation of Utah: Ogden, Roy, Riverdale, Mountain

Green, Plain City, Washington Terrace, and South Ogden City; Morgan County, a Political Subdivision, and The Weber Area Dispatch 911 and Emergency Services District, ("Parties") have negotiated an Agreement for the provision of post-incident "board and seal services" for members of the public who are in need of such services; and

WHEREAS, the City Council finds that the Parties find that mutual benefit and cost effective provision of these much needed services can be achieved through this Interlocal Agreement; and,

WHEREAS, the City Council finds it will be beneficial to the City to enter into a contractual relationship with the other parties for the provision of these mutually beneficial services; and,

WHEREAS, the City Council finds that entering into and supporting the Agreement is in the best interest of the citizens of South Ogden; and,

WHEREAS, such agreements require the signature of an authorized official of the City; and,

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

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

The Governing Body of South Ogden City, State of Utah, adopts and authorizes entry into the attached Interlocal Agreement For Board and Seal Services Rotation List (**Attachment "A"**); and authorizes the City Manager to sign any and all documents necessary to consummate said agreement; and, authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to enter into such arrangements for the City.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 21st day of February, 2023, 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 21st day of February, 2023.

SOUTH OGDEN CITY, a municipal corporation

by: _____

Russell Porter, Mayor

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 23-06

A Resolution Approving And Authorizing The Execution Of An Interlocal Agreement Between South Ogden City, Weber County, Weber County Cities, Morgan County, And Mountain Green For Creation Of And Participation In A Board And Seal Services Rotation List; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

21 Feb 23

INTERLOCAL COOPERATION AGREEMENT
FOR SEAL AND SECURE AND HAZARDOUS
MATERIALS SERVICES ROTATION LIST

This Agreement, made and entered into this _____ day of _____ pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City, a Utah Municipal Corporation, hereinafter referred to as "Ogden City," Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as "Weber Fire," North View Fire District, a political subdivision of the State of Utah, hereinafter referred to as "North View Fire," Riverdale City, a Utah Municipal Corporation, hereinafter referred to as "Riverdale City," Roy City, a Utah Municipal Corporation, hereinafter referred to as "Roy City," and South Ogden City, a Utah Municipal Corporation, hereinafter referred to as "South Ogden City," Morgan County, a Utah Municipal Corporation, hereinafter referred to as "Morgan County," Mountain Green, a Utah Municipal Corporation, hereafter referred to as "Mountain Green," Plain City, a Utah Municipal Corporation, hereafter referred to as "Plain City," Washington Terrace, a Utah Municipal Corporation, hereafter referred to as "Washington Terrace," and the Weber Area Dispatch 911 and Emergency Services District, hereinafter referred to as "Weber Area Dispatch," the parties. The parties, other than Weber Area Dispatch, may be referred to herein as "Agency" or "Agencies."

WITNESSETH

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., (the "Act"), permits local governmental units including cities, counties, and other political subdivisions of the State to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities for the overall promotion of the general welfare of the state; and

WHEREAS, in the normal course of business, the Agencies have a need to arrange for post-incident seal and secure services and hazardous materials recovery and cleanup for members of the public who need such services; and

WHEREAS, to take advantage of the service level requirements and other economies, the Agencies desire to participate in Ogden City's agreements with private contractors who can provide seal and secure and hazardous material recovery and cleanup services which agree to participate on a rotation list.

WHEREAS, Ogden City is willing to have the Agencies be parties to its contracts for seal and secure and hazardous material recovery and cleanup services, the dispatching of those services, as the Agencies desire; and

WHEREAS, Weber Area Dispatch is willing to receive the Agencies' requests for seal and secure and hazardous material recovery and cleanup services either communicate those requests directly to private contractors on a rotation list or contract with a third-party dispatch service to implement a rotation list for each service type.

Now therefore, upon the mutual promises, and other good and satisfactory consideration, the parties agree as follows:

SECTION ONE EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue through December 31, 2033, unless extended or sooner terminated as provided herein.

SECTION TWO ADMINISTRATIVE ENTITY

No separate legal or administrative entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.

SECTION THREE PURPOSE

This Agreement is established for the purpose of allowing certain political subdivisions of the State of Utah to cooperate in the sharing of agreements and the utilization of Weber Area Dispatch or a private dispatch service and to set forth the respective duties and responsibilities of the parties in conjunction therewith.

SECTION FOUR OBLIGATIONS OF THE PARTIES

The Agencies agree to join Ogden City's agreements with private contractors for provision of post-incident seal and secure and hazardous material cleanup services. Private contractor rotation lists are separately created for three service types as follows: Seal and secure residential and commercial structures post incident, law enforcement requests for seal and secure services, and hazardous material recovery and cleanup services. An Agency may enter into its own agreements with private contractors for provision of seal and secure and hazardous material cleanup services and still join Ogden City's rotation list. In that event, the Agency agrees to include in its contract for provision of seal and secure or hazardous materials recovery and cleanup services the requirement that the company pay fees to Weber Area Dispatch, or a private dispatch service as requested, and that failure to pay will be grounds for termination of the agreement between Agency and company. Participating Agencies collectively shall establish one policy, including provisions for handling complaints; addressing potential suspension or termination from the rotation list; and an appeal process. Ogden City agrees to maintain records associated with the agreements for seal and secure, and hazardous material cleanup services, and this Agreement.

SECTION FIVE OBLIGATION OF WEBER AREA DISPATCH

Weber Area Dispatch agrees to receive the Agencies' requests for seal and secure, and hazardous material recovery and cleanup services and agrees to communicate such requests to private contractors on a rotation list or to a private dispatch provider to implement the rotation list for each type of service request. Weber

Area Dispatch may enter into separate agreements with third parties as necessary to facilitate the dispatch of seal and secure and hazardous materials recovery and cleanup calls for service.

SECTION SIX INDEPENDENT CONTRACTORS

In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.

SECTION SEVEN HOLD HARMLESS

Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.

SECTION EIGHT GOVERNMENTAL IMMUNITY

All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections, or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

SECTION NINE MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement and shall be responsible for any costs incurred as a result thereof.

SECTION TEN FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.

SECTION TWELVE ANNUAL REVIEW

The parties, through their appointed representatives shall meet at least annually to review this Agreement. The parties shall review and assess the usage of a private dispatch provider. The objective of the parties during their annual review is to make any necessary revisions or amendments to this Agreement and to extend or terminate it.

SECTION THIRTEEN TERMINATION

Any party may terminate any rights and obligations under this agreement at any time by giving thirty (30) days written notice to the other parties of its intent to withdraw from this Agreement. In addition, the parties may mutually agree to terminate the Agreement prior to the expiration of the term.

SECTION FOURTEEN COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state, and local laws and regulations.

SECTION FIFTEEN PROPERTY

No real or personal property shall be acquired, nor improvements constructed by the parties because of this Agreement.

SECTION SIXTEEN GENERAL PROVISIONS

A. Severability. If any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a written amendment signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

F. No Partnership, Joint Venture, or Third-Party Rights. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

IN WITNESS WHEREOF, the below signing parties have signed and executed this Agreement, after resolutions duly and lawfully passed on the dates listed below.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Area Dispatch 911
And Emergency Services District

WEBER FIRE DISTRICT

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Fire District

OGDEN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Ogden City

SOUTH OGDEN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for South Ogden City

ROY CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Roy City

RIVERDALE CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Riverdale City

NORTH VIEW FIRE DISTRICT

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for North View Fire District

MORGAN COUNTY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Morgan County

MOUNTAIN GREEN

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Mountain Green

PLAIN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Plain City

WASHINGTON TERRACE

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Washington Terrace

STAFF REPORT



SUBJECT: Consideration of Contract with Uncle Strudel/King Calaway
AUTHOR: Jamie Healy
DEPARTMENT: Administration
DATE: 02-21-2023

RECOMMENDATION

Approval of contract with Uncle Strudel Touring for South Ogden Days Entertainment.

BACKGROUND

Each year the city contracts with an entertainer for South Ogden Days. This year, the proposed entertainer is King Calaway. Their agent is Uncle Strudel Touring.

ANALYSIS

King Calaway is a country band that is rapidly gaining in popularity.

SIGNIFICANT IMPACTS

The contract cost is \$10,000 plus a \$2,000 buyout for hotel and travel. The money for the entertainment has been budgeted in the South Ogden Days budget.

ATTACHMENTS

None.

Resolution No. 23-07

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AND
AUTHORIZING ENTERING INTO AN AGREEMENT WITH UNCLE
STRUDELS TOURING AND KING CALAWAY FOR THE PROVISION
OF SERVICES INCIDENTAL TO THE CITY'S ANNUAL SOUTH
OGDEN DAYS CELEBRATION; AUTHORIZING THE CITY
MANAGER TO SIGN THE NECESSARY DOCUMENTS ON BEHALF
OF THE CITY TO GIVE EFFECT TO THE INTENT HEREOF; AND,
PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC")§ 10-3-717 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 there is an ongoing need for implementing techniques, tools, services and abilities to support the city's Annual South Ogden Days celebration; and,

WHEREAS, the City Council finds that the City now desires to further those ends by contracting with Uncle Strudel Touring representing King Caloway to provide such services; and,

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

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

SECTION 2 - CONTRACT AUTHORIZED

That The Uncle Strudel Touring/King Calloway Agreement, Attached Hereto As **Attachment "A"** and by This Reference Fully Incorporated Herein, Is Hereby Approved and Adopted; and That the City Manager Is Authorized More Fully Negotiate Any Remaining Details under the Agreement On Behalf Of the City and Then to Sign, and the City Recorder Authorized to Attest, Any And All Documents Necessary At This Time, Or Subsequently, To Effect This Authorization And Approval.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

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

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 21st day of February, 2023, 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 21st day of February, 2023.**

SOUTH OGDEN CITY

Russell L. Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 23-07

Resolution Of South Ogden City Approving And Authorizing Entering Into An Agreement With Uncle Strudels Touring And King Calaway For The Provision Of Services Incidental To The City's Annual South Ogden Days Celebration; Authorizing The City Manager To Sign The Necessary Documents On Behalf Of The City To Give Effect To The Intent Hereof; And, Providing For An Effective Date.

21 Feb 23



1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA
Phone: +1 615-963-3097
email: brj@wmeentertainment.com

KING CALAWAY

UNCLE STRUDEL TOURING, LLC

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 02 Feb 2023 between **UNCLE STRUDEL TOURING, LLC** (hereinafter referred to as "PRODUCER") furnishing the services of **KING CALAWAY** (hereinafter referred to as "ARTIST") and **SOUTH OGDEN CITY HALL/Matt Dixon** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

FRIENDSHIP PARK
East 5500 South
South Ogden, UT 84405
USA

2. DATE(S) OF ENGAGEMENT:

Sat 17 Jun 2023

- a. Number of Shows: 1
- b. Show Schedule(s):
TBA: Doors
TBA: Support - Confirmed: Local
08:45 PM: KING CALAWAY; (65-75 min.)
10:00 PM: Fireworks

3. BILLING (in all forms of advertising):

100% Sole Headline Billing

4. COMPENSATION:

\$10,000.00 USD (Ten Thousand U.S. Dollars) flat GUARANTEE.

REIMBURSEMENT(S):

\$1,000.00 USD for Transportation due: 17 Jun 2023 -- Ground Transportation

\$1,000.00 USD for Hotels due: 17 Jun 2023 -- Hotels

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

- Purchaser to provide and pay for backline as required by Artist.
- Purchaser to provide and pay for catering and dressing room hospitality.
- Purchaser to provide and pay for sound and lights as required by Artist. All production to be advanced with Gaines Sturdivant (gaines.sturdivant@redlightmanagement.com) and Miles Rivera (miles.rivera@redlightmanagement.com).

Production Contact:

Burke Burkhardt
+1(334) 796-1913 (off.)
burke@upstagecrews.com

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Accommodations: \$1,000 buyout
- b) Ground transportation: \$1,000 buyout
- c) Meals and incidentals: As per rider

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

- ARTIST to be billed as KING CALAWAY in all advertising and on the marquee.
- Prior to announcing or scheduling on-sale dates, Purchaser must contact management contacts Gaines Sturdivant (gaines.sturdivant@redlightmanagement.com) and Miles Rivera (miles.rivera@redlightmanagement.com).

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

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

- a. **DEPOSIT in the amount of \$5,000.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **17 May 2023**; (50% due 30 days prior)

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Brian Jones
1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA

OR via bank wire as follows:

CITY NATIONAL BANK
54 Music Square East
Nashville, TN 37203

ABA no.: 064009445
William Morris Endeavor Account No.: 684001426
ORG: South Ogden City Hall / REF: King Calaway / Jun 17, 2023
WME booking code: PAC 998962

*Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name
(as sender), name of the artist, start date of the Engagement(s).*

- b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.
- c. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Sat 17 Jun 8:00 PM	2,000 (other)		0	0	0									
	2,000		0	0	0									

SCALING NOTES:

- FREE SHOW
- Outdoor / Covered Stage
- Gates open all day
- 20 Artist Comps

ADJUSTED GROSS POTENTIAL:

TAX:

NET POTENTIAL:

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Hotels	\$1,000.00				Hotels
Transportation	\$1,000.00				Ground Transportation
Expense Totals:	\$2,000.00				

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

- Artist sells; CD/DVD: 90.00% of proceeds to ARTIST.
- Artist sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST.
- Venue sells; CD/DVD: 90.00% of proceeds to ARTIST.
- Venue sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST

14. VISAS AND WORK PERMITS:**15. TAXES:**

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

SOUTH OGDEN CITY HALL

Matt Dixon
3950 Adams Avenue
South Ogden, UT 84403
USA

Care of: Chris Acton
Midtown Entertainment Services, Inc.
824 North 1430 West
Orem, UT 84057
USA

By:

UNCLE STRUDEL TOURING, LLC

Fed ID: 83-3746105

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Jones

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.
- (6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any.) Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with ARTIST's performance at the Engagement taking into account any amounts PURCHASER has recovered using its best efforts to mitigate losses; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) Purchaser agrees to comply with all applicable laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act and the laws of the country in which any transactions are made or services are provided under this Agreement. Purchaser further agrees that Purchaser and any person or entity working on Purchaser's behalf in connection with the services provided under this Agreement shall not make any payment or transfer anything of value, directly or indirectly, to: (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) any political party, official of a political party, or candidate for public office; (iii) any intermediary, including, but not limited to, agents, close associates or family members of government officials, for payment to any government official; (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in

connection with Purchaser's affairs; or (v) any other person or entity; if such payment or transfer would violate the US Foreign Corrupt Practices Act, the UK Bribery Act, and/or laws of the country in which the transaction is made and/or services are provided under this Agreement.

(5) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(6) This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(7) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(8) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(9) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(10) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(11) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

KING CALAWAY

KING CALAWAY PRODUCTION AND HOSPITALITY RIDER

As of June 27, 2022

This rider attached shall be made a part of the contract for services between [Uncle Strudel Touring, LLC](#) p/k/a KING CALWAY (hereinafter referred to as "ARTIST") and [South Ogden City](#) (hereinafter referred to as "PURCHASER").

It is hereby understood and agreed that the PURCHASER shall not add to, delete from or make any alteration in the contract or rider except by an instrument in writing and signed by both parties.

Any additions, substitutions, variations, and modifications of the provisions herein are invalid unless agreed to by ARTIST.

CONTACTS

ARTIST MANAGEMENT Gaines Sturdivant
gaines.sturdivant@redlightmanagement.com

DAY-TO-DAY MGR: [Miles Rivera](#)
Miles.rivera@redlightmanagement.com
[\(303\) 880 - 2651](tel:(303)880-2651)

BOOKING AGENT: WME – Becky Gardenhire
BGardenhire@WMEAgency.com

PRODUCTION / FOH: kingcalawaypm@gmail.com

TOUR MANAGER : kingcalawaytm@gmail.com

TOUR Marketing : Mollie Johnson
Mollie.johnson@redlightmanagement.com
(843) – 860 - 2934

KING CALAWAY

1) ADVERTISING / BILLING / PROMOTION

- *ARTIST* will be billed as KING CALAWAY in all advertising and on the marquee.
- *PURCHASER* shall only use photographs supplied by *ARTIST*.
- All promotional requests (personal appearances, interviews, meet & greets, etc.) should be referred to/approved by *ARTIST*'s management: Miles Rivera & Mollie Johnson

2) SETTLEMENT

ARTIST requests to be paid in full by check at the end of the night. Please make payable to:

Uncle Strudel Touring
F/S/O King Calaway
PO Box 340020
Nashville, TN 37203

3) TRAVEL

Flights (Where Applicable)

PURCHASER to provide buyout.

Hotel Accommodations

PURCHASER to provide buyout.

Ground Transportation (Where Applicable)

PURCHASER to provide buyout.

KING CALAWAY

4) TECHNICAL REQUIREMENTS

PURCHASER shall provide the following gear / items at no additional cost to the *ARTIST*.

a) Input List / Stage Plot:

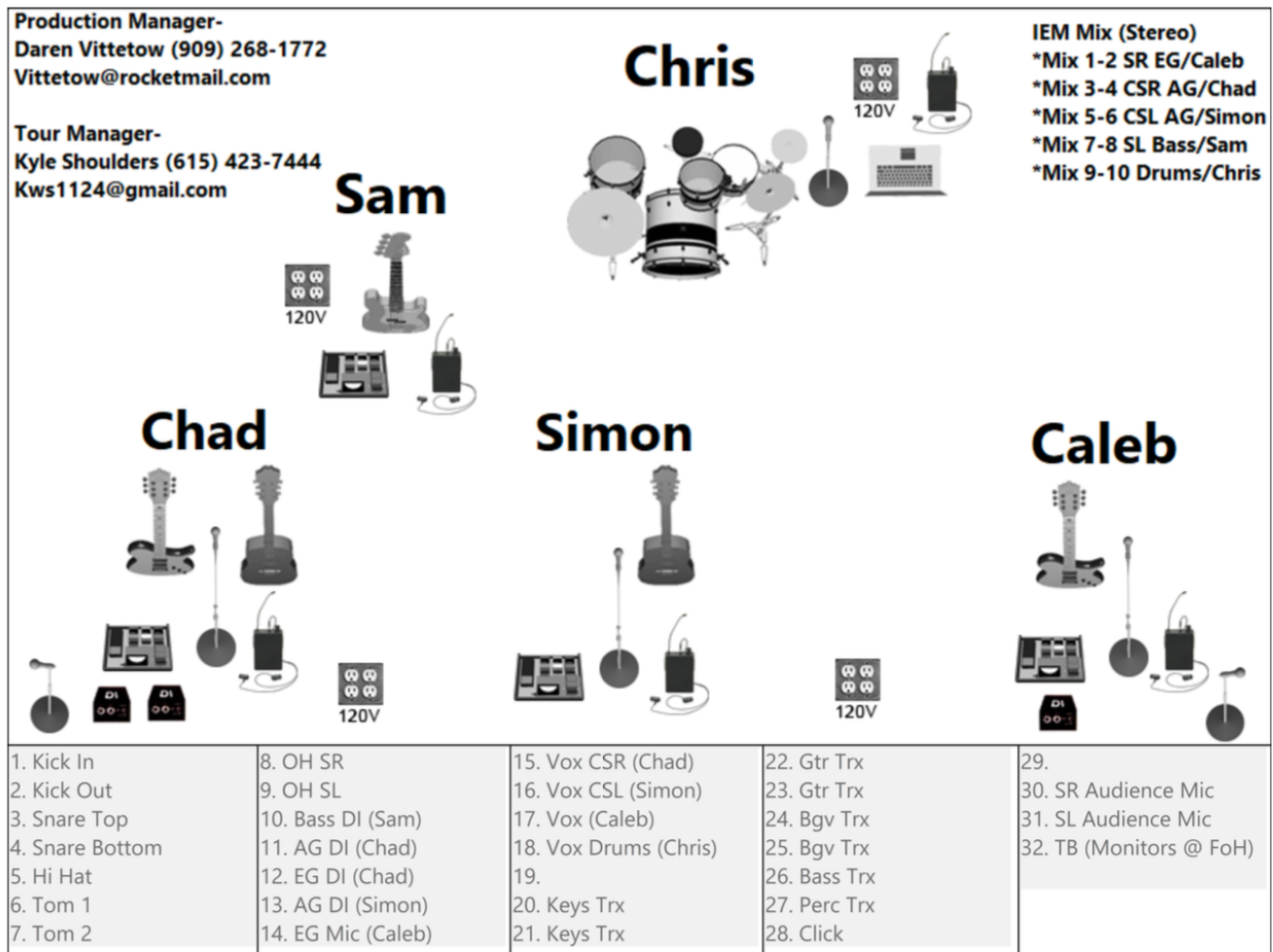
Inputs

- 1- Kick in
- 2- Kick out
- 3- Snare top
- 4- Snare bottom
- 5- Hi Hat
- 6- Tom 1
- 7- Tom 2
- 8- OH SR
- 9- OH SL
- 10- Bass DI (Sam/Fill)
- 11- AG DI (Chad)
- 12- EG DI (Chad)
- 13- AG DI (Simon)
- 14 – EG Mic (Caleb)
- 15- Vox CSR (Chad)
- 16- Vox CSL (Simon)
- 17- Vox (Caleb)
- 18- Vox @ drums (Chris)
- 19 – N/A
- 20- Keys Trx
- 21 – Keys Trx
- 22 – Gtr Trx
- 23 – Gtr Trx
- 24 – BGV Trx
- 25 – BGV Trx
- 26 – Bass Trx
- 27 – Percussion Trx
- 28 – Click
- 29 – N/A
- 30- SR Audience mic
- 31- SL Audience mic
- 32- TB on a mic stand @ FOH if monitors are run from same console.

KING CALAWAY

Monitors in-ear stereo

Mix 1-2 SR EG / Caleb
 Mix 3-4 CSR AG / Chad
 Mix 5-6 CSL AG / Simon
 Mix 7-8 Bass / Austin
 Mix 9-10 Drums / Chris
 Mix 11 drum sub



KING CALAWAY

PLEASE REFER TO SEPARATE ATTACHMENTS PERTAINING TO YOUR SHOW IN OUR CURRENT CONFIGURATION.

This will be adjusted per the needs of the performance, travel, venue and show type (ie. club, festival, support, headliner, etc). Please advance with Production Manager to confirm specifics.

b) PURCHASER shall provide the following experienced staff on site to facilitate the production:

- (1) System Tech with extensive experience with the FOH console and PA provided.
- (1) Monitor Engineer with extensive experience with the MON console as well as IEM mixing.
- (1) Stagehand experienced with wiring, patching, power, and backline.
- (1) Lighting Tech to run lights during the *ARTIST's* performance.

ARTIST will provide FOH Engineer / Production Manager.

PURCHASER should have a personal representative capable of making any decisions pertaining to the engagement from the time of arrival of the production equipment (including any outside staging materials, backline, audio or lighting) until the time of departure. This representative should preferably be the same person that advanced the show with the *ARTIST's* production manager or at a minimum should have access to copies of the entire agreement, rider, stage plot, input list and backline list.

c) Audio Gear: All microphone stands, microphones, cables, subsnakes, splitter (or digital stage box), FOH/MON consoles and RF equipment must be provided and in perfect working order.

PURCHASER shall provide the following gear / items at no additional cost to the *ARTIST*:

Microphone Stands:

- 7 x short boom
- 1 x medium boom
- 8 x tall boom
- 1 straight round based stand for RF Antenna

Front of House/Monitor consoles – minimum 32 channels (digital only):

Consoles should be one of the following choices (in order of preference):

- Avid: SC48, Profile, Venue or D-show
- Digico: SD series (no SD 12, no S series)
- Yamaha: CL5 (no M7CL, no LS9, no PM5D)
- Midas: Pro 2
- Beringer: M32

KING CALAWAY

Analog Splitter or Digital Stage Box:

Minimum of 40 channels to send to FOH and MON mix positions with male XLR fan outs (analog) or digital snake runs for both FOH and MON consoles. If IEM mixes are coming from FOH console, there will need to be a minimum of 13 channels of returns for 6 stereo mixes and 1 drum sub mix (where applicable).

XLR Package: *see stage plot and input list attached*

Cable lengths will vary dependent on size of stage and distance of Backline/Mics to subsnake boxes.

Subsnakes: *see stage plot and input lists attached*

(2) 12 Channel Min. (1 Upstage Center, 1 Downstage Center)

(2) 6 Channel Min. (1 Upstage Right, 1 Mid-stage Left)

d) Stage: Stage or performance area should be at least 20' x 30' minimum dimensions for *ARTIST's* use. Larger stages or performance areas are preferred when possible. Stage or performance area should be located as closely as possible to load-in area and most importantly to the electrical power source.

e) Electricity: *PURCHASER* will supply six (6) AC drops on a single 20 amp power circuit of 120 volts AC on a separate circuit from any lighting or provided audio. Please confirm if this is provided from the facility or driven off a generator.

f) Lighting: *PURCHASER* is to provide basic stage lighting and 3 spotlights for *ARTIST's* performance. Each individual band member must be lit clearly, with the ability to create several different color washes. Please confirm available lighting packages with *ARTIST's* Production Manager. Lighting Operator must be present to operate available lighting rig a minimum of 30 minutes prior to performance and must remain present throughout the duration of the performance.

g) Drum Riser: Please provide a drum riser with dimensions 1'- 2' tall & 8'x8' up to 12'x8' wide that includes a basic skirting to cover legs.

h) Access: *ARTIST* will have access to building at least four (4) hours prior to door time.

i) Parking: *PURCHASER* agrees to provide *ARTIST* with reserved space(s) to park within reasonable distance and access to backstage entrance. The number and type of vehicles will be determined by *ARTIST's* Production Manager or Tour Manager and agreed upon with *PURCHASER*.

j) Backline: *PURCHASER* is to provide required backline per *ARTIST* request. *See separate documentation for specific requests per your show.*

KING CALAWAY

Drum Kit Requests:

- 1 - 12" or 14" rack tom
- 1 - 14" Floor Tom
- 1 - 20" Kick Drum
- 1 - Black Beauty Snare
- Zildjian K Cymbals (2 Crashes, 1 Ride, High Hats), hardware
- 1 - Drum Throne
- 1 - Drum Rug

5) PRIOR TO ARRIVAL

Please finish these preparations prior to band load-in:

- All microphones should be on stands (unless *ARTIST* provides), DI's staged, Subsnares in place according to the provided stage plot, and XLR/subsnares patched line-checked according to input list.
- All band power (6, 120v quads) run to their positions on stage per the stage plot provided.
- (*When Applicable*) All wireless transmitters and RF microphones patched, line checked, and checked for RF interference.
- All rented backline should be set up and checked to make sure it is working properly and placed in position according to provided stage plot and backline sheet.

NOTE: The band's load-in and sound check times allotted do not allow sufficient time to do these tasks after loading in, therefore they must be done prior to the production manager's and band's arrival.

6) RESTRICTIONS

PURCHASER will notify *ARTIST* in writing prior to confirmation of deal for said date as to the exact details of any sound restrictions, curfews, and/or any fines to *ARTIST* for exceeding them. Bodies governing the sound levels shall be required to be present at venue for sound check with measuring devices fully operational prior to sound check.

7) DRESSING ROOM

PURCHASER agrees to provide *ARTIST* with a clean, well-lit room with seating for ten (10), with private and secure access to the stage that will be heated or air conditioned.

KING CALAWAY

8) MERCHANDISING

a) *ARTIST* must be provided with free and clear space to sell merchandise with at least one electrical outlet available. The space shall be well lit as well as easily visible and accessible by the public using the main entrance.

b) *ARTIST* shall receive one hundred percent (100%) of merchandising sales or as agreed upon per contract face.

9) COMPLIMENTARY TICKETS

1. *PURCHASER* agrees to provide *ARTIST* with a minimum of fifteen (15) complimentary tickets.

10) HOSPITALITY + MEALS

ARTIST requires hot meals (no fast food please) for eight (8) people. If dinner is to be a buyout, it must be a minimum of \$25 per person.

PURCHASER agrees to provide the following items to be placed in *ARTIST'S* dressing room one hour prior to sound check.

- Two (2) cases of bottled water, room temp
- One (1) 6-pack of Coca-Cola Original, cold
- One (1) 6-pack of La Croix or similar seltzer water, cold
- One (1) gallon of sweet tea, cold
- One (1) 6-pack of Coca-Cola Zero, cold
- One (1) Sleeve of Black Solo Cups
- Fresh Ice w/Scoop
- Assorted snacks, such as Quaker Popchips, mixed nuts, beef jerky
- One (1) bag of Tostitos Lime chips
- One (1) box of Throat Coat tea and Honey
- Hot tea set up, Kettle/Dispenser, Mugs + Insulated Cups
- One (1) Full Length Mirror

KING CALAWAY

10) COVID

During the COVID-19 pandemic, ARTIST will be implementing additional precautions to protect fans, band, crew, event staff, and others. These are universal measures implemented by the ARTIST that apply to band and crew, plus require the PRODUCER to follow regardless of the variables in each event location such as size of the event, its geographic location, the physical space, the anticipated attendance, and more. There is no guarantee of an illness-free event but the goal is simply to identify reasonably foreseeable health risks and mitigate them.

Overall, ARTIST requires the PRODUCER to follow all federal, state, and local laws and guidelines that relate to the coronavirus disease COVID-19 pandemic. It is the responsibility of the PRODUCER to ensure that these requirements are being met. In addition to the steps outlined below, VENUE must have the approval of all federal, state and local government authorities to produce the event, plus follow Center for Disease Control and Prevention (CDC) guidelines and consult the Event Safety Alliance (www.eventsafetyalliance.org) for further recommendations.

ARTIST's Tour Manager and Production Manager will have final say on any specific limitations that other working staff has to Artist's space in the back of house.

Prior to ARTIST's arrival, PRODUCER will ensure the entire back of house area including but not limited to offices, dressing rooms, green rooms, production areas and stage has been properly cleaned and disinfected using cleaning products effective against COVID-19. Throughout the day, at a frequency determined by the Health Coordinator, PRODUCER will assign a worker to thoroughly clean the back of house area in the same manner. Proper disinfecting should include all high-touch surfaces including but not limited to light switches, thermostats, furniture, door handles, push plates, doorways, railings, house electronics and house production equipment.

Hand washing and sanitizing stations should be placed at multiple and easily accessible locations around back of house. PRODUCER will ensure that these stations are freshly restocked and working before ARTIST's arrival. If possible, no-touch activation of these stations is preferred.

PRODUCER will ensure that health and temperature screening stations are placed at each back of house entry/exit and properly staffed for the entire day. Entry into the back of house area by ALL people will require temperature screening by a "no-touch" thermometer on EVERY attempt to enter. Anyone displaying a temperature over 100.4 F (38.0 C) should be taken to a private area for a secondary temperature screening. Anyone confirmed to have a higher temperature will be denied entry and directed to appropriate medical care.

KING CALAWAY

PRODUCER shall provide the means to sanitize all production equipment when unloaded at the venue and loaded at the end of the night. During the load in / load out period, all Artist staff and Venue staff will wear face protection and gloves when handling equipment and cargo.

High-touch equipment such as motor controllers, microphones, mic stands, presentation remotes, and audio/video cable should be sanitized frequently, and equipment should be dedicated to individual users where possible.

Runners/Ground Transportation - In addition to the requirements listed in ARTIST's production rider, PRODUCER shall provide runners that have undergone the same, if not more thorough, health screening as all worker requirements listed above. In addition, PRODUCER ensures that any vehicles supplied for ground transportation will be thoroughly cleaned and disinfected with products effective against COVID-19. Assigned runners will be responsible for cleaning the vehicle surfaces after every run with passengers. Best attempts at social distancing within vehicles should be made at all times and may require the adjustment of multiple trips or additional vehicles. Runners will be required to wear face protection and gloves while driving.

Venue Safety - PRODUCER will ensure that all venue and staff operations pertaining to the event will follow CDC guidelines and all federal, state and local regulations for public gatherings. In addition, PRODUCER will consider all procedures and materials available to the event to provide the safest environment possible to patrons, including but not limited to: Frequent sanitizing of public areas / Placement of hand sanitizing stations / Social distancing enforcement / Queuing procedures outside / inside venue Security / wandering / pat-down alternatives / New disability accommodations / Food & Beverage service

KING CALAWAY

I agree to the information provided in this rider updated as of February 2, 2023.

ARTIST

DATE

PURCHASER

DATE

STAFF REPORT



SUBJECT: Consideration of Contract with Revize
AUTHOR: Jamie Healy
DEPARTMENT: Administration
DATE: 02-21-2023

RECOMMENDATION

Approval of contract with Revize for website hosting services.

BACKGROUND

Four years ago South Ogden contracted with Revize for our website services. As a part of that contract, the city could redesign it's website for free on year five with a contract renewal.

ANALYSIS

Staff worked with Revize to get a contract renewal at the same annual rate of \$2,700. Upon approval of the contract renewal, staff will work with Revize to redesign the website.

SIGNIFICANT IMPACTS

The contract is for 5 years at \$2,700 per year.

ATTACHMENTS

None.

Resolution No. 23-08

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN
AGREEMENT WITH REVIZE WEB DESIGN FOR ONLINE
FORMS/CITY WEBSITE, AND PROVIDING THAT THIS
RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON
POSTING AND FINAL PASSAGE.**

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

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

WHEREAS, the City Council finds it necessary to address certain Online Forms/City Website needs within the City; and,

WHEREAS, the City Council finds that the City has utilized Revize Web Design for the provision of Online Forms/City Website services for the past five years; and,

WHEREAS, the City Council finds that Revize Web Design has demonstrated the professional ability to provide for these services to meet the city's Online Forms/City Website needs; and,

WHEREAS, the City Council finds that the City now wishes to enter into another five year agreement with Revize for Online Forms/City Website services; and,

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

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

SECTION 2 - CONTRACT AUTHORIZED

That The "Revise Web Services Sales Agreement" For The Online Forms/City Website, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved, Ratified, And Adopted To Use Services From Revize Web Design; 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 not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 21st day of February, 2023, 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 21st day of February, 2023.

SOUTH OGDEN CITY, a municipal corporation

by: _____

Russell Porter, Mayor

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 23-08

Resolution Of South Ogden City Approving An Agreement With Revize Web Design For Online Forms/City Website, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

21 Feb 23

Revize Web Services Sales Agreement

This Sales Agreement is between The City of South Ogden, Utah ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 2-16-2023

CLIENT INFORMATION:		REVIZE LLC:
Client Name:	<u>The City of South Ogden, Utah</u>	Revize Software Systems
Client Address:	<u>3950 S Adams Ave</u>	150 Kirts Blvd., Suite B
Client Address 2:		Troy, MI 48084
Client City/State/Zip:	<u>South Ogden, UT 84403</u>	248-269-9263
Contact Name:	<u>Jamie Healy</u> <u>jhealy@southogdencity.com</u> <u>801-622-2707</u>	
Billing Dept. Contact:	<u>Jamie Healy</u> <u>jhealy@southogdencity.com</u>	
Client Website Address:	<u>https://www.southogdencity.com/</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Revize Design Refresh – This will be using the current site map for migration.	FREE!
1	Build Cost for New Applications -- None	Build Cost \$0 Yearly Cost \$0
1	Revize Annual Fee, pre-paid: Includes unlimited tech support, CMS software updates (up to 2 users), security software updates, and 24-hour website health monitoring. Website hosting on 4 redundant server farms included free of charge with SSL security certificate (10 GB storage space, 100 GB monthly bandwidth limit) with pre-paid annual fee:	\$2,700
	Grand Total	Build Cost \$0 Yearly cost \$2,700 \$2,700

Five-year agreement with free website design refresh during year five. Revize requires a check for \$0 to start this Initiative. Remaining balance due upon website delivered for content editor training or the first-year anniversary of the kickoff meeting, whichever comes first. Annual services and website hosting start the day of the Kickoff project meeting. CLIENT understands that the project completion date is highly dependent on their timely communication with REVIZE.

CLIENT also agrees and understands that:

- a. The primary communication tool for this project and future tech support is the REVIZE customer portal found at <https://support.revize.com>.
- b. During the project, CLIENT will respond to REVIZE inquiries within 48 hours of the request to avoid any delay in the project timeline.
- c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.

Terms:

1. *Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.*
2. *Additional content migration, if requested, is available for \$3 per web page or document.*
3. *This Sales Agreement is the only legal document governing this sale.*
4. *Both parties must agree in writing to any changes or additions to this Sales Agreement.*
5. *Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Utah.*
6. *Pricing expires in 30 days.*
7. *Revize requires a 3-month written termination notice in advance before the next contract renewal date*



The Government Website Experts

AGREED TO BY:

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

CLIENT

REVIZE

Daniel Laatsch

Account Manager

Please sign and return to:

Daniel Laatsch

Fax 1-866-346-8880

The Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for government websites. The applications and features are categorized into:

- **Citizen's Communication Center Apps**
- **Citizen's Engagement Center Apps**
- **Staff Productivity Apps**
- **Site Administration and Security Features**
- **Mobile Device and Accessibility Features**

CITIZEN'S COMMUNICATION CENTER APPS:

- ✓ Home Page Alert
- ✓ Document Center with search bar
- ✓ News Center with Facebook Integration (as long as Facebook user agreements allow)
- ✓ Photo Gallery/YouTube Video Upload
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar – Unlimited Calendars
- ✓ Notification Center with Email Alerts
- ✓ Email Notify Center
- ✓ Job/Online Form Application
- ✓ FAQ's
- ✓ Share This Social Media Flyout App
- ✓ Online Forms
- ✓ Sliding Feature Bar
- ✓ Language Translator

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Social Media Sharing App
- ✓ Online Bill Pay
- ✓ Citizen Request Center with Captcha
- ✓ RSS Feed

STAFF PRODUCTIVITY APPS:

- ✓ Image Manager
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Vendor Registration/RFP Management System via Vendor Registry
- ✓ Website Content Archiving

- ✓ iCal Integration
- ✓ Online Form Builder

Site Administration and Security Features

- Audit Trail
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- SEO Tool Kit
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Intranet
- Workflows by Department

Mobile Device and Accessibility Features

- WCAG 2.1 AA ADA Compliant
- ADA Accessibility Widget
- Responsive Website Design (RWD) for great mobile phone viewing
- Font Size Adjustment
- Alt-Tags

ORDINANCE NO. 23-04

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, VACATING THE 6000 SOUTH CUL-DE-SAC; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I - RECITALS

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

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

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

WHEREAS, the City Council finds that in conformance with UC §10-9a-609.5 it may pass an ordinance to vacate, narrow, or change utility easements within the city or otherwise manage or dispose of city property; and,

WHEREAS, the City Council finds that in conformance with UC §10-9a-609 & §10-9a-609.5, a petition to vacate the 6000 South Cul-De-Sac has been received which includes: the name and address of each owner of record of land that is adjacent to the public street; or accessed exclusively by or within 300 feet of the public street; and the signature of each owner under UC §10-9a-609.5 (l)(a) who consents to the vacation; and,

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

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

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

NOW THEREFORE, BE IT ORDAINED by the City Council Of South Ogden City:

SECTION II - STREET VACATED

The Street In Favor Of South Ogden City, Set Out In “**Attachment A**” Hereto Attached, And Incorporated By This Reference As If Set Out Fully, Should Be And The Same Is Vacated And Amended As Shown, And The Plat Thereto Authorized To Be Amended, Redrawn As Shown, And The Same To Be Filed With The Weber County Recorder.

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

Be It **Also Ordained**, That The Foregoing Recitals Are Incorporated Herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI - DATE OF EFFECT

This Ordinance shall be effective on the 21st day of February, 2023, and after publication or posting as required by law.

DATED this 21st day of February, 2023

SOUTH OGDEN CITY, a municipal corporation

by: _____

Russell Porter, Mayor

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 23-04

An Ordinance Of South Ogden City, Utah, Vacating The 6000 South Cul-De-Sac; And Establishing An Effective Date.

21 Feb 23

North Quarter Corner Section 22,
T5N, R1W, SLB&M, U.S. Survey
(found brass cap monument)

2641.15'

Road Vacation
9,629 sq. ft.

$\Delta = 240^{\circ}00'00''$
R = 50.00'
L = 209.44'
LC = 86.60'
S 31°21'24" W

$\Delta = 59^{\circ}59'30''$
R = 30.00'
L = 31.41'
LC = 30.00'
S 58°38'21" E

(N 88°38'41" W WCS)
N 88°38'36" W
Measured VRS

30.00'
S 0°52'37" W

1014.08'

2659.99' Measured VRS
(2659.91' WCS)
Point of Beginning
30.00'
S 0°52'37" W

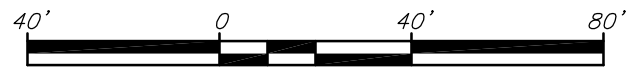
West Quarter Corner Section 22,
T5N, R1W, SLB&M, U.S. Survey
(found brass cap monument)

69.78'
N 88°38'36" W

Center of Section 22,
T5N, R1W, SLB&M, U.S. Survey
(found brass cap monument)



Scale: 1" = 40'



ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWAengineering.net

Street Vacation Easement

Ogden Clinic

1394 East 6000 South
Ogden, Utah

Sheet No.

1

Designed By: BP

Drafted By: DK

Client Name:
Powerline
Investments, LLC
21-175 vacation ex

20 Jan, 2022

South Ogden City Strategic Plan

WBS	DESCRIPTION	OWNER	RESOURCES
1.0	FISCAL SUSTAINABILITY: Ensure the ability of the City to provide quality public services through careful, long-range planning and evaluation of current decisions in context of future fiscal impacts.		
1.1	Improve Financial Planning	Steve Liebersbach	
1.1.1	Hold regular work sessions to review and update the City's Sustainability Models	Steve Liebersbach	
1.1.1.1	Schedule work session with Fred and CC to review/discuss updated models	Steve Liebersbach	Fred Philpot, Leesa
1.1.2	Update Sustainability Model to address inflation, population growth and new revenues/expenditures	Steve Liebersbach	Department Directors
1.1.3	Prioritize unencumbered projects against available funds.	Steve Liebersbach	
1.1.3.1	Spending plan for CARES	Steve Liebersbach	
1.1.3.2	Prepare and ARPA spending plan	Steve Liebersbach	Department Directors
1.1.3.3	Complete a spending plan for Impact Fees	Steve Liebersbach	Fred Philpot, Matt, Department Dir.
1.2	Increase Revenues through Grants	Matt Dixon	
1.2.1	AARP Community Challenge Grant	Matt Dixon	AARP, City Council
1.2.1.1	Attend Feb. 8 Q&A Webinar	Matt Dixon	
1.2.1.2	Identify grant requirements and prepare a grant request for CC to approve.	Matt Dixon	
1.2.1.3	Prepare and submit grant request to AARP	Matt Dixon	
1.2.2	2023 RAMP Grants	Matt Dixon	Jon Andersen, Jamie Healy
1.2.3	Outdoor Recreation Grant	Matt Dixon	Jon Andersen
1.2.3.1	Review grants for Nature Park Trail improvements	Matt Dixon	
2.0	EMPLOYEES: Recruit, develop and retain quality employees by maintaining competitiveness in pay and benefits and demonstrating a commitment to every employee's growth and development.		
2.1	Improve Employee Satisfaction	Doug Gailey	
2.1.1	Develop list of no-cost/low-cost benefit enhancements	Doug Gailey	
2.1.1.1	Alternative work schedules (i.e. 5/4/9 & 4/10)	Doug Gailey	
2.1.2	Conduct analysis and make recommendations for retirement benefits	Doug Gailey	Steve Leibersbach
2.1.3	Council to hold employee BBQ event	Doug Gailey	Jamie, Mayor Porter,
2.2	Increase quality of organizational leadership & employee capacity.	Doug Gailey	
2.2.1	SOLA	Doug Gailey	Department Directors
2.2.2	Arbinger Training	Matt Dixon	
2.2.3	Secession planning	Doug Gailey	
2.2.4	Leadership Book Club	Matt Dixon	
3.0	INFRASTRUCTURE: Invest in the maintenance of existing City infrastructure (i.e. utilities, parks, roads, etc.) and plan for new infrastructure needs necessary to support new growth and development within the City.		
3.1	Increase resident satisfaction rating of the City parks by 10 percent	Jon Andersen	
3.1.1	Conduct a Parks-specific survey as a follow-up to Community Survey	Doug Gailey	City Council
3.1.2	Complete Burch Creek Park.	Jon Andersen	

3.1.2.1	Need to address the warranty issues on landscaping, features, etc. Warranty period should be through June 1, 2022	Jon Andersen	Hugh Holt
3.1.3	Complete Phase I & II of Club Heights Park.	Jon Andersen	
3.1.3.1	Monitor drought to see when the sod can be installed	Shane Douglas	Pine View
3.1.3.2	Playgrounds & Pavilions installed fall of 2021	Jon Andersen	
3.1.3.3	Working on changing the water feature for improved functionality	Jon Andersen	
3.1.4	Replace playground at Friendship Park (2022)	Jon Andersen	
3.1.4.1	Survey playground area	Jon Andersen	WCE, Jory & Brad
3.1.4.2	Playground equipment to best use the area	Jon Andersen	Taft Egan (Big-T)
3.1.4.3	Utilize State procurement site to get playground equipment for the park	Jon Andersen	Taft Egan
3.1.5	Review the Nature Park development and improvement plan (recreation, conservation, education) and discuss next steps	Matt Dixon	Mark Vlasic (Planner), City Council, Grants
3.1.5.1	Find the Nature Park development plans that were originally created	Matt Dixon	Leesa Kapetanov
3.1.5.2	Review the development plan, identify what has been completed, what remains and prepare presentation to review with the City Council	Matt Dixon	
3.1.5.3	Work with USU to see if there is a project they can help us with at the Nature Park.	Matt Dixon	Mayor Porter
3.1.6	Complete a Park Master Plan for Meadows Park	Jon Andersen	
3.1.6.1	Request a proposal from Landmark Design for the site master plan	Jon Andersen	
3.1.6.2	Review amenities with city council and provide direction to Landmark Design	Jon Andersen	Hugh and Mark
3.1.6.3	Determine which concept the CC prefers and provide direction to Landmark for final Master Plan	Matt Dixon	Jon Andersen, CC
3.1.6.4	Finalize and have council approve Master Plan Design	Matt Dixon	Landmark Design
3.1.7	Compare results from 2020 Community Survey to 2021 Survey	Matt Dixon	
3.1.8	Complete Phase I of the South Ogden Heritage Trail at Friendship Park	Matt Dixon	Jon Andersen, SOUP Org., City Council
3.1.8.1	Review plan for Heritage Trail with Jon and determine best location for the monument	Matt Dixon	Jon Andersen
3.1.8.2	Meet with SUP Org. and discuss plans, budget, etc.	Matt Dixon	Jon Andersen
3.1.8.3	Review the plans with City Council in work session to verify approval of location and project details	Matt Dixon	Leesa, City Council
3.1.8.4	Apply for RAMP funding to help with the project.	Matt Dixon	
3.1.8.5	Request of qualifications (RFQ) prepared to select monument company to help consult and construct this project.	Jon Andersen	Jim Larkin, Lynn Call
3.1.8.6	Firm up project scope with the Committee (i.e. are we focused on S. Ogden history or greater Weber County history?).	Jon Andersen	Matt
3.1.8.7	Get representative from Weber Heritage Foundation (Katie Nelson)	Matt Dixon	
3.1.8.8	Invite Rich Sadler, Katie Nelson, Brent Strate, Mayor Porter, and SUP & DUP for next meeting (Phase I and Policy Creation)	Matt Dixon	
3.1.8.9	Physical Facilities Committee will finalize agreement with Botts and get three monuments ordered	Matt Dixon	Jon Andersen
3.1.8.10	Historical Committee working on list of Top 30 (10 monuments) and will present recommendations to chronologically divide the trail.	Matt Dixon	SUP Committee

3.1.8.11	City Council (Arts Council) to review and prioritize top monuments they want developed and install in the park	Matt Dixon	City Council
3.1.8.12	Gene Sessions and Richard Sadler to work on content for monuments		Historical Sub-Committee
3.1.8.13	Finance Committee will pick up check from Bank of Utah (Doug DeVries) for \$7,500 and request donation from Goldenwest Credit Union (Kerry Whalen) for \$5,000	Matt Dixon	Ed Klein
3.1.8.14	Secure funding from other Grants and Donations	Matt Dixon	Finance Committee
3.2	Increase resident satisfaction with the quality of the City's streets by 10 percent	Jon Andersen	
3.2.1	Review 2020 Community Survey results for base satisfaction score.	Matt Dixon	
3.2.2	Compare 2021 Survey Results with 2020	Matt Dixon	
3.2.3	Complete a minimum of \$1.3M in road maintenance and improvement projects annually	Jon Andersen	Brad Jensen (City Engineer), City Council, Budget
3.2.3.1	Calendar Year 2021 expenditures	Jon Andersen	
3.2.3.2	Calendar Year 2022 expenditures	Jon Andersen	
3.2.4	Increase beautification of Washington Blvd. between 36th and 40th Street.	Matt Dixon	CDRA Board, UDOT, Jon Andersen
3.3	Complete design and project plans for a Skate Park.	Matt Dixon	Mayor Porter, Mark Vlasic (Planner), City Council, Grants
3.3.1	Identify best locations for Skate Park	Matt Dixon	Jon Andersen
3.3.2	Gather project options with Skate Park layouts and estimated costs	Jon Andersen	Matt Dixon, City Council
3.3.3	Determine location	Matt Dixon	Jon Andersen, City Council
3.3.4	Contract with qualified firm(s) for project design	Matt Dixon	Mark Vlasic, Committee
3.3.4.1	Solicit proposals from qualified firms for design work	Matt Dixon	Sam Taylor, Jon Andersen
3.3.4.2	Review proposals and enter into a contract with the qualified firm	Matt Dixon	City Council
3.3.5	Gather input from the public and Committee for design	Matt Dixon	Adam with Spohn Ranch
3.3.6	Committee review concepts and make recommendations for final concept.	Matt Dixon	
3.3.7	Council approve final concept plan	Matt Dixon	City Council
3.3.8	Complete design and construction drawings	Matt Dixon	Adam and Spohn Ranch team
3.3.9			
3.3.10	Apply for grants to help fund construction of the project	Jon Andersen, Matt Dixon	Committee Members
3.4	Increase opportunities for resident utilization of sidewalks and trails by identifying gaps and making improvements in areas such as School Safe Routes.	Jon Andersen	
3.4.1	Prepare trails for winter maintenance and use by the public.	Jon Andersen, Shane Douglas	City Council, FY2022 Budget
3.4.1.1	Conduct walk thru and evaluation of current condition with Granite Construction and get estimates on cost to maintain status quo and cost to improve for winter plowing/maintenance.	Josh Sully, Jon Andersen	Granite Construction, Wasatch Civil, City Staff
3.4.1.2	Have a discussion with Mayor & City Council to get direction	Jon Andersen	
3.4.1.3	Prepare budget estimates & timeline for the 2022 construction season to complete goal	Jon Andersen	Shane Dougals, Josh Sully
3.4.2	Improve sidewalk network/connections where there are gaps.	Shane Douglas, Jon Andersen	City Council, FY2022 Budget
3.4.2.1	Complete detailed inventory of areas throughout the city where there are gaps between existing sidewalks	Josh Sully	Shane Douglas, Jon Andersen, Wasatch Civil Engineering
3.4.2.2	Prioritize sections based on safety, pedestrian demand and location	Josh Sully	Jon Andersen, Shane Douglas, Wasatch Civil Engineering

3.4.2.3	Prepare a cost estimate for each section based on dollars per linear foot of sidewalk	Josh Sully	Jon Andersen, Shane Douglas, Wasatch Civil Engineering
3.4.2.4	Present information to City Council for review, discussion and direction	Jon Andersen	Shane Douglas, Josh Sully, Wasatch Civil Engineering
3.4.3	Improve sidewalk networks in Safe Routes for Schools areas.	Jon Andersen, Josh Sully	City Council, Grants, Budget
3.4.3.1	Coordinate with Weber School District to identify all Safe routes	Josh Sully	Shane Douglas
3.4.3.2	Evaluate all safe routes for safety and conditions of existing sidewalk	Josh Sully	Shane Douglas, Jon Andersen
3.4.3.3	Evaluate the safe routes for any need for new sidewalks	Josh Sully	Shane Douglas, Jon Andersen
3.4.3.4	Develop a list of potential projects for budgeting and grant purposes	Josh Sully	Shane Douglas, Jon Andersen
3.5	Upgrade City Facilities	Jon Andersen	
3.5.1	Complete remodel of the Public Works yard and facilities.	Jon Andersen	
3.5.1.1	Meet with School District on land swap plans and at Friendship Park	Jon Andersen	Matt, City Council
3.5.1.2	Explore any other options for the relocation of the P.W. shop	Shane Douglas	Jon Andersen,
3.5.1.3	Develop a plan to remodel current location	Shane Douglas, Jon Andersen	
3.5.2	Complete upgrades to City Hall (i.e. carpet, paint, Station 81 ramps, etc.)	Jon Andersen	
3.5.3	Complete remodel of Station 82 Kitchen	Cameron West	Jon Andersen
3.6	Improve quality of the city's infrastructure management	Jon Andersen	WCE
4.0	ECONOMIC DEVELOPMENT: Foster quality economic development by focusing on new development (i.e. businesses, housing, etc.) opportunities, zoning options, code enforcement, increased leveraging of development resources and effective branding.		
4.1	Redevelop deteriorating commercial properties with low property values at key sites.	Matt Dixon	
4.1.1	Create and implement long-term plans to maximize highest-and-best use development at key intersections along Highway 89 extending between the northern and southern clusters in the City.	Matt Dixon	CDRA, Planning Consultation, WFRC Grant
4.1.2	Provide appropriate public assistance for demolition of key properties and improved infrastructure at key sites, particularly along the northern end of Highway 89. These sites have good access and visibility but present a poor visual appearance for the City.	Matt Dixon	CDRA
4.1.2.1	Identify parcels that, if assembled and prepared, would expedite the City's redevelopment within the City Center CRA.	Matt Dixon	
4.1.3	Work with Cypress Equity Investments (CEI) on possible redevelopment, mixed-use project	Matt Dixon	Christian Machuca (CEI)
4.2	Develop a community gathering place and other public improvements that will add to the image and reputation of the City and provide increased quality of life for residents.	Matt Dixon	
4.2.1	Identify potential key sites, properties and property owners that would provide an ideal site for a community gathering destination.	Matt Dixon	Property Owners, City Council
4.2.2	Redevelopment of Big Lots/Savers to maximize "highest-and-best" use of the property	Matt Dixon	Leonard Kreppel, Mark Vlastic, Adam Long
4.2.2.1	Work with Benneson in helping them find the right JV partner	Matt Dixon	

4.2.2.2	Consider public assistance to create a public gathering place at an appropriate site that will attract the public through amenities such as plazas, fountains, pavilions, eating areas, etc.	Matt Dixon	CDRA, Consultant(s)
4.2.3	Create a Small Area Master Plan for the site.	Matt Dixon	Consultant(s), CDRA Budget, Agency Board
4.2.4	Consider the use of all available economic tools to assist with this project.		
4.2.5	Schedule meeting with key staff to review possible projects within the City Center CRA that would help increase likelihood of attracting new development (i.e. raised medians, street lights, banners, etc.)	Matt Dixon	Leesa Kapetnov
4.2.5.1	Work with UDOT Region 1 Planner, Chris Chesnut to discuss mid-block crossings along Washington Blvd.	Matt Dixon	Mark Vlasic
4.2.6	Review estimated increment available for debt service within the Project area	Steve Liebersbach	Matt Dixon
4.3	Retain and strengthen existing businesses.	Matt Dixon	
4.3.1	Provide sales tax leakage information to specific businesses which show the potential for business expansion opportunities within related industries.	Matt Dixon	Consultant(s)
4.3.2	Work with existing businesses to adapt to changing retail trends including the need for drive-thru/pickup space, assistance with online retailing, etc.	Matt Dixon	Planning, City Council
4.3.3	Continue to promote and highlight "Shop South Ogden" to encourage local residents to support the businesses located throughout South Ogden.	Jamie Healy	
4.3.3.1	Create social media posts to highlight businesses.	Jamie Healy	Mayor Porter & City Council
4.3.3.2	Re-evaluate and make changes to SOBA.	Jamie Healy	City Council
4.4	Recruit additional businesses to South Ogden	Matt Dixon	
4.4.1	Approach property owners of key sites, especially those providing connectivity with other retail sites in the northern business cluster, regarding retail opportunities (such as those identified in the sales leakage analysis - See 4.3.1).	Matt Dixon	
4.4.2	Approach businesses desired by the City, that are lacking in the surrounding area, (including Riverdale & Ogden) through avenues such as ICSC, local brokers and drop in visits.	Matt Dixon	ICSC, Brokers
4.5	Recognize that residential redevelopment with increased density, in key locations, can provide fiscal benefits to the City through increased property, sales and municipal energy revenues.	Matt Dixon	
4.5.1	Consider assistance with podium parking needs for higher-density development.	Matt Dixon	CDRA
4.5.2	Consider creating a Community Reinvestment Area (CRA) to help offset the costs of redevelopment in defined areas and maximizing increment in existing areas.	Matt Dixon	City Council
4.5.3	Use fiscal impacts modeling to guide areas of density and redevelopment efforts.	Matt Dixon	Consultant(s), CDRA
4.6	Strengthen the City's brand.	Jamie Healy	City Council
4.6.1	Construct Welcome to South Ogden signs at key locations in the City.	Matt Dixon	Jon Andersen, Brad Jensen (Engineer), CDRA Board/Budget
4.6.1.1	Review sign designs and gather cost estimates	Matt Dixon	Mark Vlasic
4.6.1.2	Identify desired locations for Welcome signs	Matt Dixon	Jon Andersen

4.6.1.3	Develop a project timeline that aligns with council desires and budget resources	Matt Dixon	Steve Liebersbach
4.6.1.4	Construct signs at designated locations - according to plans	Matt Dixon	Jon Andersen
4.6.2	Improve way-finding signage throughout the City (parks, city hall, public works, etc.).	Jon Andersen	Jon Andersen, City Council
4.6.2.1	Prepare project report identifying sign locations, types, design and cost estimates		Mark Vlasic, Jon Andersen
4.6.2.2	Present report to City Council for review, discussion and direction		
4.6.3	Review and take steps to ensure the City has Brand Consistency	Jamie Healy	Department Directors, City Council
4.6.3.1	Email Brand Consistency -Design -Approval -Implement	Jamie Healy	
4.6.3.2	Letterhead		
4.6.3.3	Vehicles		
4.6.3.4	Business Cards		
4.6.4	Create external/internal brand consistency	Jamie Healy	
4.6.4.1	Website update	Jamie Healy	
4.6.4.2	Social media content protocol	Jamie Healy	
4.6.4.3	Press release, letterhead, email consistency	Jamie Healy	
4.6.4.4		Jamie Healy	
5.0	COMMUNITY ENGAGEMENT: Create opportunities for residents and businesses throughout the City to work and serve together while being connected to and valued by the City.		
5.1	Improve communications with residents & businesses.	Jamie Healy	
5.1.1	Provide quarterly updates/education on street maintenance treatments, City projects and efforts made to improve City streets.	Jamie Healy	Jon Andersen, Shane Douglas, Josh Sully, Wasatch Civil Engineering
5.1.1.1	Work with Jon to find out what projects are upcoming for the following quarter.	Jamie Healy	Jon Anderson
5.1.1.2	Content creation for project-video	Jamie Healy	Jon Anderson
5.1.1.3	Deliver content to all media platforms	Jamie Healy	
5.1.2	Find a diverse social media platform that can communicate with all types of residents from various backgrounds.	Jamie Healy	
5.1.2.1	Set up emergency communication tree with local religious organizations	Jamie Healy	
5.1.2.2	Find a text message subscription service to help notify residents during emergencies.	Jamie Healy	
5.1.2.3	Set up neighborhood specific social media via next-door that is able to reach areas in case of an emergency.	Jamie Healy	
5.1.3	Increase social media following to 10,000 and increase overall engagement by 25 percent.	Jamie Healy	
5.1.3.1	Department content creation plan. Work with each department to help educate residents on city events and other engaging content.	Jamie Healy	
5.1.3.2	30 day social media plans in place. 3-5 posts per week to up engagement.	Jamie Healy	
5.1.4	Complete 2 Town Hall meetings at (1 off-site & 1 EOC) locations throughout the City.	Leesa Kapetanov	City Council
5.1.4.1	Town Hall at Burch Creek Park or Elementary School	Leesa Kapetanov	City Council
5.1.4.2	Town Hall at South Jr. High	Leesa Kapetanov	City Council

5.1.5	Improve Communication & Coordination with community groups (i.e. churches, NOG's, etc.) through Regroup & Qualtrics	Jamie Healy	Chief West, Doug Gailey
5.1.6	Complete website redesign.	Jamie Healy	
5.2	Strengthen inclusion through improved communication with minority groups (e.g. youth, ethnic groups).	Doug Gailey	City Council, Minority groups, Churches
5.2.1	Offer a printed community survey to gather input from those who are unable to access a computer.	Doug Gailey	
5.2.2	Provide information in the newsletter on how to translate the website into other languages.	Doug Gailey	Leesa Kapetanov
5.2.3	Evaluate costs and vendors that can provide a messaging service to be used in emergencies.		Jamie Healy, Matt Dixon
5.2.3.1	contracted with Regroup to provide notification services to South Ogden City residents.	Jamie Healy	Jamie Healy, Cameron West
5.3	Strengthen engagement and sense of Community through Special Events.	Jamie Healy	
5.3.1	Evaluate special events to match the desires of the council and needs of the citizens.	Jamie Healy	City Council
5.4	Increase community engagement through service opportunities	Jon Andersen	Jamie Healy, Mayor Porter
5.4.1	Complete one neighborhood-specific Day of Service with minimum of 100 volunteer/residents.	Jon Andersen	City Council, Jamie Healy
5.4.1.1	Identify the neighborhood for day of service	Jon Andersen	
5.4.1.2	Identify the number off staff to assist with the project and the 100 volunteers	Jon Andersen	
5.4.1.3	Identify any materials that are needed for the projects, any costs or any necessary equipment, etc.	Jon Andersen	
5.4.1.4	Promote/Advertise to get the 100 volunteers to assist with the neighborhood project	Jamie Healy	
5.4.2	Complete one city-wide Day of Service event (i.e. public parks, trails, etc.) with a minimum of 100 volunteers/residents.	Jason Brennan	Jamie Healy, City Council
5.4.2.1	Identify Projects for City-wide service day event	Jason Brennan	Jon Andersen, Shane Douglas
5.4.2.2	identify number of staff needed for project.	Jason Brennan	Shane Douglas
5.4.2.3	Purchased materials for service event.	Jason Brennan	
5.4.3	Complete a city-wide Day of Service event	Jason Brennan	
6.0	MODERATE INCOME HOUSING: In an effort to help provide a variety of housing options for current and future residents, South Ogden recognizes the importance of implementing strategies that will enable the preservation and creation of moderate income housing.		
6.1	Demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing (State Strategy P).	Matt Dixon	
6.1.1	Council to determine if property at 40th and Evelyn should be developed as a moderate income housing project.	Matt Dixon	City Council
6.2	Preserve existing and new moderate-income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund (State Strategy K).	Matt Dixon	
6.3	Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones (State Strategy E).	Matt Dixon	

6.4	Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers (State Strategy F). [on-going]	Matt Dixon	
6.5	Rezone for densities necessary to facilitate the production of moderate-income housing (Strategy A). [on-going]	Matt Dixon	



Our Core Values

Values are basic and fundamental beliefs that guide or motivate attitudes or actions.

- What are our organization's fundamental beliefs that guide & motivate our actions?
- What values do we uphold as we work daily in fulfillment of our mission in pursuit of our vision?

Individual Integrity - (If we have integrity we have: honesty, professionalism, accountability, unity)

Service Excellence - (If we have service excellence we have: openness/transparency, honesty, respect, kindness, professionalism, friendliness, helpfulness, safety, proficiency, accountability, innovation)

Public Trust - (If we have public trust we have: openness/transparency, honesty, respect, kindness, professionalism, friendliness, proficiency, accountability, positive impacts)

Teamwork - (Should this one be on its own? Could be included in Service Excellence.)

Notes from work session and Department Directors

1. Individual Integrity - (If we have integrity we also have: honesty, professionalism, accountability, unity)
 2. Service Excellence - (If we have service excellence we also have: openness/transparency, honesty, respect, kindness, professionalism, friendliness, helpfulness, safety, proficiency, accountability, innovation)
 3. Public Trust - (If we have public trust we also have: openness/transparency, honesty, respect, kindness, professionalism, friendliness, proficiency, accountability, positive impacts)
 4. Collaboration/Teamwork - (Should this one be on its own? Could be included in Service Excellence.)
-

Other values discussed:

Accountability - (see 1, 2, 3, & 4)

Transparency - (see 2 & 3)

Honesty - (see 1, 2, & 3)

Respect - (see 2, 3, & 4)

Kindness - (see 2, 3, & 4)

Professionalism - (see 2, 3, & 4)

Friendliness - (see 2, 3, & 4)

Helpfulness - (see 2, 3, & 4)

Safety - (see 2 & 3)

Proficiency - (see 2, 3, & 4)

Innovation - (see 2, & 3)

Gratitude - (see 2 & 3)

Generosity - (see 2, 3, & 4)

Meaningful/Positive Impacts - (see 2, 3, & 4)

Unity - (see 1, 2, 3, & 4)

Stability

Loyalty



CORE VALUES

We show up every day “**dedicated to preserving and enhancing quality of life and professionally meeting the expectations of residents, businesses, employees and visitors**” (living our mission) in pursuit of our desire to make South Ogden City “**stand out as a friendly, safe, and inviting place to live, work, and visit; where residents feel at home and enjoy a high quality of life in a vibrant community**” (our vision). While engaged in these pursuits, we commit to ALWAYS uphold and NEVER compromise our core values: **Individual Integrity**, **Service Excellence**, **Public Trust**, and **Teamwork**.

REPORT OF ACTION

South Ogden City Planning Commission



MEETING DATE: February 9, 2023
ITEM: Recommendation on Use of Alleys in the Form Base Code

BACKGROUND

The City Council referred the question back to the Planning Commission as to whether the City should keep the Form Based Code (FBC) as is, i.e. require properties with alleys to use the alleys rather than streets for access, or change the code so streets could be used as access. Changing the code to allow properties to be accessed by streets would allow the City to continue to not maintain the alleys, as well as free the City to vacate the alleys if so desired.

Planner Mark Vlasic prepared a report for the Planning Commission concerning alleys. His report begins on the next page.

ACTION OF PLANNING COMMISSION

The Planning Commission voted unanimously to recommend to the City Council they keep the alleys and come up with a plan to maintain them.

PLANNING COMMISSION DISCUSSION

February 9, 2023 meeting

Staff overview	01:02:27
PC Discussion	01:05:05
Motion	01:25:11

STAFF REPORT



SUBJECT: Discussion on the Use of Alleys in the Form Based Code
AUTHOR: Mark Vlasic
DEPARTMENT: Planning
DATE: February 9, 2022

SUMMARY

This is a discussion item to consider changes on the Use of Alleys in the South Ogden form based codes:

TITLE 10-5.1A (CITY CENTER AND 40TH STREET FORM BASED CODE)

TITLE 10-5.1B (COMMERCIAL AREAS FORM BASED CODE)

BACKGROUND

The planning commission discussed a similar issue in May and June 2022 (see copy of May 2022 Planning Report attached).

In recent months two applications have been made in areas of the city to utilize alleys to provide access to parking behind buildings. As indicated below, utilizing alleys for vehicular access to properties and associated off-street parking areas in the areas covered by the form-based codes is not only supported, it is required:

10-5.1A/B-5-2-10: Explanation Of Building Type Table Standards / Vehicular Access:

The permitted means of vehicular ingress and egress to the lot.

- a. Alleys, when present, shall always be the primary means of access.
- b. When alleys are not present, a driveway may be permitted per building type and, if an alternative is available, shall not be located off a primary street.

Alleys were recently discussed by the City Council. Existing city code requirements conflict with a general city policy not to maintain or support alleys and alley access. Since the code indicates that if alleys exist they must be used to provide access if they exist, it would be logical to assume

they should be maintained. Conversely, if it is determined that it is in the best interests of the city vacate alleys, a consistent policy must be adopted, and the code requirements that alleys must be used for access will need to be eliminated.

The City Council has forwarded the issue to the Planning Commission, with a request that a recommendation is provided whether or not alleys should be maintained, if some alleys should be maintained and others vacated, or if all alleys should no longer be maintained and vacated. The council has specifically requested that the planning commission make their recommendation on technical and planning considerations, and that monetary and funding implications be addressed by the council.

THE PROS AND CONS OF ALLEYS

The argument for alleys is embedded in the philosophy when the form-based codes were adopted. By turning forgotten alleyways and developing new alleyways into attractive, functional public spaces, we can create catalysts for civic and economic activity while enhancing pedestrian-scale and walkability of the city.

The argument against alleys is that they are products of a bygone era; dirty, poorly-maintained, and crime-ridden corridors, similar to abandoned parcels and parking lots. They served their purpose at the time - parking access, service and garbage-collection lanes - and no longer provide a meaningful function.

South Ogden has generally adopted the second argument by not maintaining them and by considering abandonments of alleys on a case-by-case basis. As indicated in the following ;links to two newspaper articles, other cities (including Salt Lake City) have taken similar approaches to reduce and eliminate alleys in the past, and now regret those decisions. They see alleys as positive features of walkable districts and neighborhoods, and are now in the process of reversing past dis-investment trends by funneling funds into the transformation of remaining alleyways into linear parks and green corridors that will benefit residents of denser neighborhoods.

<https://www.cityweekly.net/utah/remaking-salt-lakes-alleys/Content?oid=2143034>

<https://www.slc.gov/mystreet/2021/09/28/alleywayprogram/>

SUGGESTED DISCUSSION QUESTIONS

Are all alleys the same?

Should all alleys be supported or not city-wide, or are there areas of the city (such as within the form-based-code areas) where they should be preserved? Previous discussions in 2022 indicated

that there are only a couple of existing alleys within the areas covered by the form-based code, and that in other areas of the city alleys are largely abandoned and unusable.

How important are alleys for achieving the goals of the form-based code areas?

Will eliminating alleys and requiring parking access reduce the intended look and function of redeveloped areas covered by the form-based code? Will it affect the walkability of the future downtown?

How important are alleys to other areas of the city?

Should exiting alleys in lower-density and well-established residential neighborhoods be maintained or abandoned.
