



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

TUESDAY, MARCH 7, 2023, 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, March 7, 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

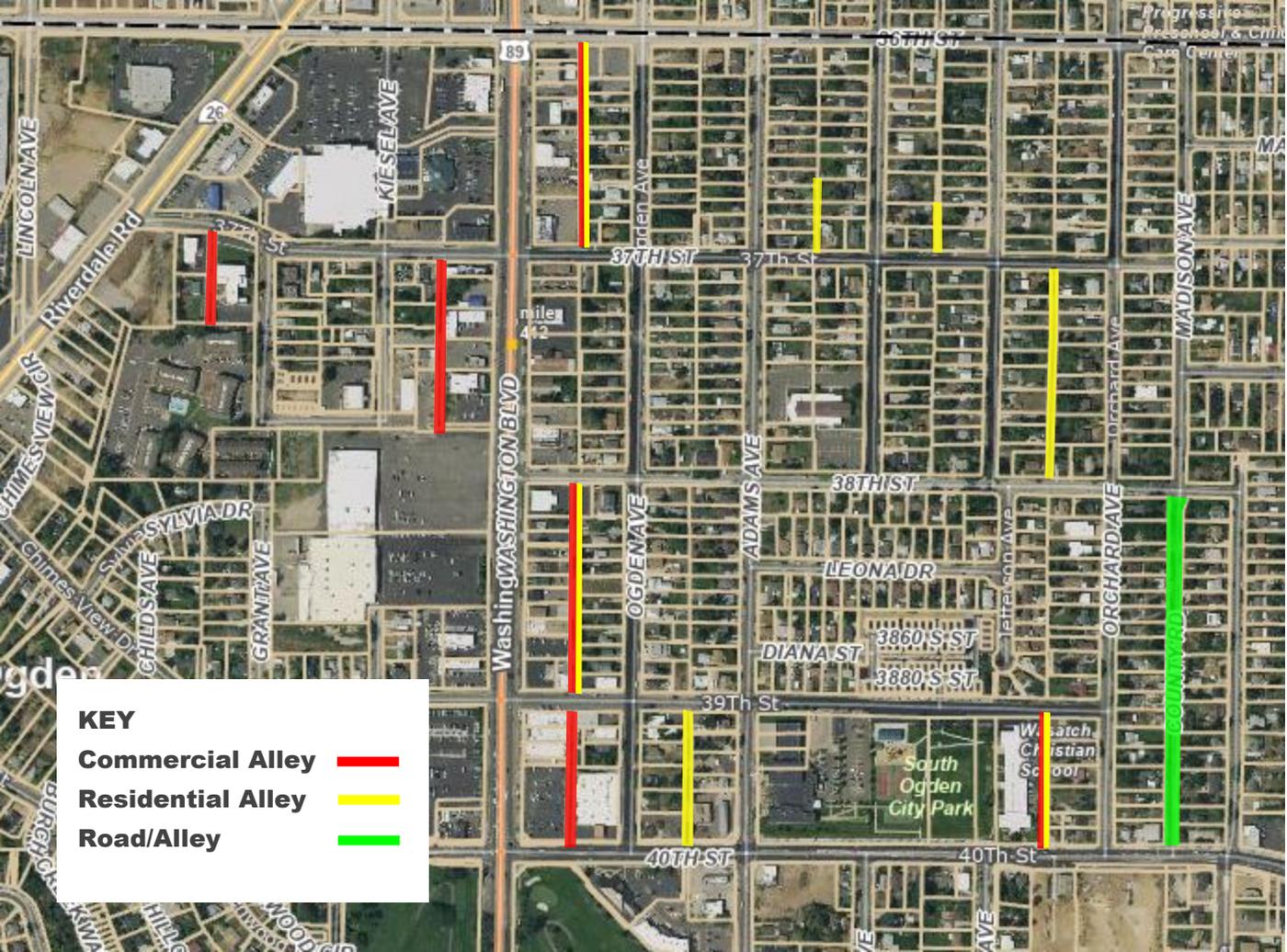
- A. Policy on Alleys
- B. South Ogden Days

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 March 3, 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.



KEY

Commercial Alley █

Residential Alley █

Road/Alley █

Progression
Preschool & Child
Care Center

MA

MADISON AVE

ORCHARD AVE

ORCHARD AVE

ORCHARD AVE

56TH ST

37TH ST

37TH ST

38TH ST

39TH ST

40TH ST

40TH ST

89

26

LINCOLN AVE

CHIMES VIEW CIR

CHIMES VIEW DR

CHIMES VIEW DR

KIESEL AVE

OGDEN AVE

OGDEN AVE

ADAMS AVE

JEFFERSON AVE

WOODGATE

HILLCREST

WOODGATE

E

AVE

South Ogden City Park

Watch Christian School

LEONARD DR
DIANA ST
3860 S ST
3880 S ST

1/2 mile
412



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, MARCH 7, 2023, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, March 7, 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 Sallee Orr

II. EMPLOYEE RECOGNITION

- A. Recognition of Terry Smith for Promotion to Water Tech I
- B. Introduction of New Deputy Fire Chief Brandon Storey

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

IV. RESPONSE TO PUBLIC COMMENT

V. CONSENT AGENDA

- A. Approval of February 21, 2023 Council Minutes

VI. DISCUSSION / ACTION ITEMS

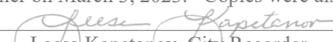
- A.** Consideration of **Resolution 23-09** – Approving an Interlocal Agreement With Weber County for Election Services
- B.** Firetruck Equipment Financing

VII. REPORTS/DIRECTION TO CITY MANAGER

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

VIII. ADJOURN

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Leesa Kapetanov, City Recorder

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

TUESDAY, FEBRUARY 21, 2023

WORK SESSION – 5 PM IN COUNCIL ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

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

OTHERS PRESENT

No one else attended this meeting.

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

https://files4.1.revize.com/southogden/document_center/Sound%20Files/2023/CC230221_1708.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 5:10 pm and called for a motion to open the meeting.

00:00:00

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

Note: Council Member Strate was not present for this vote. He arrived shortly after.

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II. REVIEW OF AGENDA

- No one requested a review of the agenda at this time
00:00:23

III. DISCUSSION ITEMS

A. Update on 40th and Chimes Road Project

- Overview by Public Works Director Jon Andersen
00:00:38
- Questions/Discussion 00:03:30

B. 40th and Evelyn Property

- Staff gave several options of what could be done with the property and information on each option
00:05:38
- The Council spent some time reviewing each of the house plans for the property created by Weber State students and chose one (see Attachment A) for which a Weber State student should create a cost estimate. Once they received the cost estimate, they would make a decision as to how to move forward.
00:32:38

IV. REVIEW OF AGENDA (continued)

- The mayor announced that because there was still time available in the work session, they would begin discussion on the Value Statement
00:38:39

V. ADJOURN

- At 6:00 pm, Mayor Porter called for a motion to adjourn the work session

Council Member Howard so moved, followed by a second from Council Member Smyth. All present voted aye.
00:50:04

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

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

MEMBERS OF THE PUBLIC PRESENT

No one else attended this meeting in person

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/CC230221_1809.mp3

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

I. OPENING CEREMONY

A. Call To Order

- At 6:10 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 Orr. 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 Smyth led everyone in the Pledge of Allegiance.

113 **II. PUBLIC COMMENTS**

- 114 • No one besides the Council and staff were present at the meeting. The mayor announced he
115 would leave online public comments open until 6:15 pm.

116 00:00:51

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118
119 **III. RESPONSE TO PUBLIC COMMENT**

- 120 • Not applicable at this time

121
122
123 **IV. CONSENT AGENDA**

124 A. Approval of January 27 & 28, 2023 Strategic Planning Meeting and February 7, 2023 Council
125 Minutes

- 126 • Mayor Porter read the consent agenda items and asked if there were any changes or
127 corrections to the consent agenda, and seeing none, he called for a motion to approve the
128 consent agenda. 00:01:27

129
130 **Council Member Howard so moved.** Council Member Stewart stopped the mayor at this point
131 to request that the minutes indicate the work session was held in the council room, not the EOC.
132 The mayor then called for a motion to approve the consent agenda with the change.

133
134 **Council Member Howard so moved, followed by a second from Council Member Strate.**
135 **The voice vote was unanimous in favor of the motion.**

136
137
138 **V. PUBLIC HEARING**

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

- 140 • The mayor called for a motion to enter a public hearing for the vacation of the 6000 South cul-
141 de-sac 00:01:58

142
143 **Council Member Orr so moved. Council Member Stewart seconded the motion. All present voted**
144 **aye.**

- 145
146 • The mayor indicated no one was present in person to comment. He would leave online public
147 comment for the public hearing open until 6:16 pm. He then called for a motion to close the
148 public hearing but allow online comments until 6:16 pm.

149 00:02:21

150
151 **Council Member Howard so moved, followed by a second from Council Member Strate. The**
152 **voice vote was unanimous in favor of the motion.**

153
154

155 **VI. DISCUSSION /ACTION ITEMS**

156 **A. Consideration of Resolution 23-06 – Approving an Interlocal Agreement for Board and**
157 **Seal Services**

- 158 • Staff overview 00:02:45
- 159 • There was no discussion on this item
- 160 • Mayor Porter called for a motion to approve Resolution 23-06
- 161 00:04:34

162
163 **Council Member Howard so moved. Council Member Smyth seconded the motion. After**
164 **determining there was no discussion on the motion, the mayor called the vote:**

166	Council Member Orr-	Yes
167	Council Member Strate-	Yes
168	Council Member Stewart-	Yes
169	Council Member Howard-	Yes
170	Council Member Smyth-	Yes

171
172 **Resolution 23-06 was adopted.**

173
174
175 **B. Consideration of Resolution 23-07 – Approving an Agreement With Uncle Strudel**
176 **Touring and King Calaway for South Ogden Days Entertainment**

- 177 • Staff overview 00:04:59
- 178 • There was no discussion on this item
- 179 • Mayor Porter called for a motion to approve Resolution 23-07
- 180 00:06:08

181
182 **Council Member Smyth so moved. The motion was seconded by Council Member Howard.**
183 **There was no further discussion. The mayor called the vote:**

185	Council Member Smyth-	Yes
186	Council Member Howard-	Yes
187	Council Member Stewart-	Yes
188	Council Member Strate-	Yes
189	Council Member Orr-	Yes

190
191 **The agreement was approved.**

- 192
- 193 • Staff informed the mayor that no online comments for either the public comments or public hearing
- 194 had been received 00:06:38

195 **C. Consideration of Resolution 23-08 – Approving an Agreement with Revize for City**
196 **Website Hosting and Online Forms**

- 197 • Staff overview 00:06:43

- 198 • Discussion 00:08:35
- 199 • Mayor Porter called for a motion to approve Resolution 23-08
- 200 00:09:42

201
 202 **Council Member Strate so moved, followed by a second from Council Member Smyth.**
 203 **The mayor asked if there was further discussion, and seeing none, he called the vote:**

204
 205 **Council Member Howard - Yes**
 206 **Council Member Strate - Yes**
 207 **Council Member Orr - Yes**
 208 **Council Member Stewart - Yes**
 209 **Council Member Smyth - Yes**

210
 211 **The motion stood.**

212
 213
 214 **D. Consideration of Ordinance 23-04 – Vacating the 6000 South Cul-De-Sac**

- 215 • Staff overview 00:10:05
- 216 • Discussion 00:11:30
- 217 • Mayor Porter called for a motion to approve Ordinance 23-04
- 218 00:17:41

219
 220 **Council Member Howard so moved. Council Member Strate seconded the motion. The**
 221 **mayor asked if there was further discussion.** Council Member Orr asked some more
 222 questions about the development agreement that was involved with the vacation of the cul-de-
 223 sac and City Manager Dixon responded. **Mayor Porter called the vote:**

224
 225 **Council Member Howard - Yes**
 226 **Council Member Stewart - Yes**
 227 **Council Member Smyth - Yes**
 228 **Council Member Orr - Yes**
 229 **Council Member Strate - Yes**

230
 231 **Ordinance 23-04 was adopted.**

232
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 235 **VII. DISCUSSION ITEMS**

236 **A. Strategic Plan – Value Statement**

- 237
- 238 • The mayor asked if the Council wanted to add anything to what they had discussed in the
- 239 work session. No one had further discussion.

240 00:19:40

- 241 B. Policy on Maintenance of Alleys
- 242 • Staff overview 00:22:28
- 243 • Discussion 00:25:00
- 244 • Presentation of costs by Public Works Director Jon Andersen
- 245 00:31:24
- 246 • The Council directed staff to place this item on the next agenda for further discussion

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

- 250 A. City Council Members
- 251 • Council Member Orr- 00:43:04
- 252 • Council Member Strate- 00:45:18
- 253 • Council Member Howard- 00:45:54
- 254 • Council Member Smyth- 00:46:28
- 255 • Council Member Stewart- 00:46:52
- 256
- 257 B. City Manager 00:48:09
- 258
- 259 C. Mayor 00:54:32
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263 **VI. ADJOURN**

- 264 • At 7:06 pm, Mayor Porter called for a motion to adjourn
- 265 00:55:49
- 266

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

277 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session
 278 and Council Meeting held Tuesday, February 21, 2023.

280 
 281 Leesa Kapetanov, City Recorder

_____ Date Approved by the City Council

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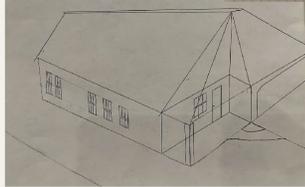
Not Approved

ATTACHMENT A
Project House Chosen by Council

SOUTH OGDEN HOUSE

KEVIN BRADLEY

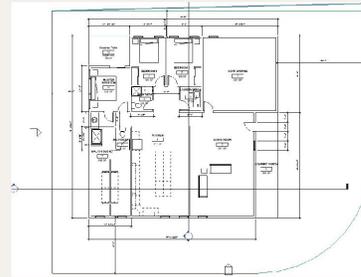
CONCEPT SKETCHES



SITE PLAN



FLOOR PLAN



1. 2 CAR GARAGE
2. LIVING ROOM
3. COVERED PORCH
4. KITCHEN
5. LAUNDRY/MECH ROOM
6. BEDROOM #1
7. BEDROOM #2
8. MAIN BATHROOM
9. COVERD PATIO
10. MASTER BEDROOM
11. MASTER BATHROOM
12. WALK-IN CLOSET



STAFF REPORT



SUBJECT: Interlocal With Weber County for Election Services
AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: March 7, 2023

RECOMMENDATION

Staff recommends approval of the interlocal agreement.

BACKGROUND

South Ogden City has contracted with the County for many years. At first it was for use of voting booths that consisted of a folding metal stand with a canvas curtain around it to keep ballots secret. The City still hired judges to oversee each polling location and count the paper ballots. Next we contracted with the County for use of their electronic voting booths. They looked similar to the old booths, i.e. with curtains, but rather than voting on a paper ballot, residents cast their ballot on an electronic voting machine. The voting machines were much too expensive for the City to consider purchasing its own, so contracting with the county made more sense. Also, we saved money by not needing to hire as many judges because there were no ballots to count.

Now we are in the era of vote-by-mail. Again, the County was able to purchase expensive equipment that allowed vote-by-mail ballots to be scanned and counted. Also, by combining the printing and mailing costs of all the cities in the County, the cost to cities is less than if they did vote-by-mail on an individual basis.

ANALYSIS

The last contract with the county for election services was in 2019. That contract charged the City \$1.80 per ballot. At that time, the City had 7,904 registered voters.

This contract, which is for two election cycles and more if both parties are in agreement, is estimating that the rate will be \$2.25 per ballot.

Staff spoke with the county to see why the increase was so much (25%). Although there were small increases in areas like postage, wages, etc., they were understandable due to inflation.

However, the largest increase was from the printer, who quoted the county the highest price the printing could be. The county thinks the printer's costs will be lower than the quote, but they wisely chose to give us the worst case scenario.

SIGNIFICANT IMPACTS

Worst Case - \$19,275.75 per election.

Resolution No. 23-09

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF INTERLOCAL AGREEMENT BETWEEN SOUTH OGDEN CITY AND WEBER COUNTY, AUTHORIZING THE PARTIES TO ENTER INTO AN AGREEMENT WHEREIN WEBER COUNTY WILL PROVIDE ELECTION SERVICES FOR SOUTH OGDEN CITY FOR ITS UPCOMING PRIMARY AND GENERAL ELECTIONS; 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 the State of Utah; and,

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

WHEREAS, the City Council finds that under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., as amended, (the “Act”), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another for joint or cooperative action under the Act; and,

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

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

WHEREAS, the City Council finds that Weber County has the ability, and is willing, to provide services to South Ogden City to support upcoming primary and general elections for 2023 and 2025 and to provide those and other related services on behalf of the City in a manner that is beneficial to the City; and,

WHEREAS, the City Council finds that signing and supporting the Agreement is in the best interest of the citizens of South Ogden City and a necessary condition to effectively conducting elections for local offices for 2023 and 2025; and,

WHEREAS, the City Council finds it will be beneficial to the City to enter a contractual relationship with Weber County for the provision of these mutually beneficial services;

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

The Governing Body of South Ogden City, State of Utah, authorizes entry into all agreements with Weber County that may be necessary to effectuate the County's assistance and service provision in conducting the City's local elections for 2023 and 2025, including but not limited to "Interlocal Cooperation Agreement between Weber County on behalf of the Weber County Clerk's office, elections division and South Ogden City, as set out in **Attachment "A"** attached, and by this reference fully incorporated herein; and authorizes the City Manager to sign all contracts, agreements, or other documents necessary to consummate said agreements; and, authorizes the City Recorder to sign any documents as required attesting to the fact that the City Manager has been duly authorized to sign such arrangements on behalf of the City.

The foregoing Recitals are fully incorporated herein.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, 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 thereof, heretofore repealed.

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 7th day of March, 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 7th day of March, 2023.

SOUTH OGDEN CITY, a municipal corporation

Russell Porter, Mayor

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 23-09

A Resolution Approving And Authorizing The Execution Of Interlocal Agreement Between South Ogden City And Weber County, Authorizing The Parties To Enter Into An Agreement Wherein Weber County Will Provide Election Services For South Ogden City For Its Upcoming Primary And General Elections; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

07 Mar 23

City Contract No. _____
County Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK’S OFFICE, ELECTIONS DIVISION
-AND-
SOUTH OGDEN CITY

THIS AGREEMENT is made and entered into the _____ day of _____, 2023, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and South Ogden City (“City”). The County and the City may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2023 and 2025 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2026. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this

Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2023 and 2025 primary and general municipal elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2023 and 2025 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City

shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the City and County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act.

6. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an

itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by

this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

10. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

12. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

SOUTH OGDEN CITY

By: _____
MAYOR

ATTEST:

City Recorder

Approved as to form and compliance
with applicable law:

City Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A
2023 and 2025 Municipal Elections
Scope of Work for Election Services

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the City and the County up through and including the end of Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The City shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The City shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The City shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;

- printing optical scan ballots;
- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

Exhibit B
2023 and 2025 Municipal Elections
Cost Estimate for Election Services

Below is the good faith estimate for the upcoming **2023 and 2025 Municipal Elections** for South Ogden City. The City will be billed for the actual costs after each election, according to the County’s cost per active registered voter. The per voter rate will not exceed \$2.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$2.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$2.25 per voter.

If one or more jurisdictions, other than the City, hold a special election within the same precinct as the municipal election, then the City shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$2.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Example of the Impact of Cost Sharing Across Multiple Jurisdictions			
Number of Participating Jurisdictions	Active Registered Voters Per Precinct*	Estimated Rate	Total Cost Per Precinct
1	993	\$2.25	\$2,234.25
2	993	\$1.17 (half plus \$0.05)	\$1,161.81
3	993	\$0.80 (1/3 plus \$0.05)	\$794.40

*Largest precinct within municipality used as an example

Estimated Cost per Election		
Active Registered Voters Per Municipality	Estimated Rate	Total Cost Per Municipality
8,567	\$2.25	\$19,275.75

*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

Exhibit C
2023 Municipal Elections
Core Vote Centers

2023 Locations*
Weber Center
Ogden Valley Library
Weber County Fairgrounds

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in a primary election.

STAFF REPORT



SUBJECT: Loose Equipment Guidance
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: March 7, 2023

RECOMMENDATION

City staff is recommending the Mayor and City Council provide guidance in the purchasing of loose equipment for the new ladder truck currently being assembled.

BACKGROUND

South Ogden is under contract for the purchase of a new ladder truck. Included within the contract is a \$150,000 specified for loose equipment. This loose equipment is not specifically identified as to what equipment will be included in the purchase. As we move forward, a plan needs to be annotated for us to determine how and when the money is spent.

ANALYSIS

Option 1: We purchase the equipment as we approach the delivery of the truck. This will allow us to order our equipment as we move through the build process so that the truck is fully equipped and operational upon delivery. This allows for our dollar to stretch further as the costs continue to increase almost monthly. The downside of this option is that South Ogden will be required to pay these costs prior to the delivery of the truck.

Option 2: We delay the purchasing of any loose equipment until 90 days before delivery. This will allow the City to pay for everything upon the truck delivery. The downsides for this option will be; the equipment costs will be significantly higher, and the extended delivery times will be based on the supply chain issues.

SIGNIFICANT IMPACTS

Depending upon the direction of the elected body, a budget amendment will be needed, including the specifics of where the funding will come from.

ATTACHMENTS

Siddons-Martin Emergency Group Contract



Siddons-Martin Emergency Group, LLC
 7285 S. 700 West
 Midvale, UT 84047
 Phone #: (800) 784-6806

AR Invoice #: 11572
Entity Reference: 102704
Date Invoiced: 1/26/2023

Employee: (coubre)
Status: Invoice

Remit To: PO Box 679827 Dallas Tx, 75267-9827

1252903
 South Ogden City Corp.
 5590 S 600 E
 Ogden, UT 84405

Credit Terms: Due on Receipt
 SalesPerson: AOJZ

Description	Comments	Qty	Price	Ext. Price	GL		
					Acct	PC	Dept. Taxable
Weidner Equipment MSA SCBA's Weidner Invoice 64474 11/15/2022	South Ogden Fire Dept. Pierce Enforcer 100' Ladder Job # 39372	1.0000	\$50,126.00	\$50,126.00	30000	UTF Sales	<input type="checkbox"/>
Received by Department Loose Equipment Balance \$99,874.00	Truck Balance Following Equipment Payment \$2,026,327.00						

Payment Wiring Information:

PNC Bank
 Pittsburgh, PA 15219
 Routing #: 043000096
 Account #: 1069899004
 Fed Tax ID #: 27-4333590

Price Total:	\$50,126.00
Freight Total:	\$0.00
Other Total:	\$0.00
Tax Total:	\$0.00
Ticket Total:	\$50,126.00

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



August 2, 2022

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Joshua Evertsen

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

Signature & Date