



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

TUESDAY, MAY 2, 2023, 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, May 2, 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

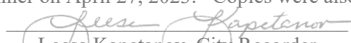
II. REVIEW OF AGENDA

III. DISCUSSION ITEMS

A. FY2024 Tentative Budget

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 April 27, 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 (amended) SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, MAY 2, 2023, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, May 2, 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 Howard

II. RECOGNITION OF EMPLOYEES

- A. Introduction of New Employees
- B. Recognition of Zach Rose & Brian MacLeod for Graduation from Paramedic Program

- 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 April 4 and April 18, 2023 Council Minutes
- B. Set Date for Public Hearing (June 20, 2023 at 6 pm or as soon as the agenda permits) to Receive and Consider Comments on the FY2024 Interim Budget
- C. Approval of Proclamation Declaring May 14-20 as National Nursing Home Week in South Ogden City

VI. PUBLIC HEARING

To Receive and Consider Proposed Changes to SOC 4-2-2 Concerning the Maintenance of Alleys

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Ordinance 23-09** – Voiding Ordinance 23-08 and Re-Adopting Amendments to SOC 4-2-2 Concerning the Maintenance of Alleys
- B. Consideration of **Ordinance 23-10** – Amending the Consolidated Fee Schedule for Recreation Fees
- C. Consideration of **Resolution 23-14** – Approving Interlocal Agreements With Weber County for Use of RAMP Grant Funds
- D. Consideration of **Resolution 23-15** – Approving an Agreement With Landscape Specialties Inc. for Friendship Park Playground Construction
- E. Consideration of **Resolution 23-16** – Adopting the FY2024 Tentative Budget

VIII. DISCUSSION ITEMS

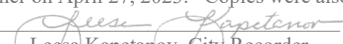
- A. Proposed Changes to Ordinance 10-5.1A-8-3 and 10-5.1B-8-3 Concerning Angled Parking In Parking Lots

IX. REPORTS/DIRECTION TO CITY MANAGER

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

X. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on April 27, 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 WORK SESSION AND CITY COUNCIL MEETING

TUESDAY, APRIL 4, 2023

WORK SESSION – 5 PM IN COUNCIL ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Mike Howard, Council Members Sallee Orr, Susan Stewart, and Jeanette Smyth

COUNCIL MEMBERS EXCUSED

Mayor Russell Porter, Council Member Brent Strate

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/CC230404_1601.mp3

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

I. CALL TO ORDER

- Mayor Pro Tem Howard called the work session to order at 5:04 pm and called for a motion to open the meeting.

00:00:00

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

37 **II. REVIEW OF AGENDA**

- 38 • No one requested a review of agenda items
- 39
- 40 • The mayor pro tem excused Mayor Porter and Council Member Strate who were both out of
- 41 town 00:01:11
- 42
- 43
- 44

45 **III. DISCUSSION ITEMS**

- 46 A. Strategic Plan Initiative 5.4.3 - Update on Community Service Day
- 47 • Public Works Director Jon Andersen announced the Community Service Day would be on May
- 48 20 and suggested several projects
- 49 00:01:47
- 50
- 51
- 52 B. General Plan
- 53 • Staff overview 00:16:42
- 54 • Discussion 00:19:14
- 55
- 56
- 57

58 **IV. ADJOURN**

- 59 • At 6:03 pm, Mayor Pro Tem Howard called for a motion to adjourn the work session
- 60
- 61

62 Council Member Orr so moved, followed by a second from Council Member Stewart. All

63 present voted aye. 00:58:51

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Mike Howard, Council Members Sallee Orr, Susan Stewart, and Jeanette Smyth

COUNCIL MEMBERS EXCUSED

Mayor Russell Porter, Council Member Brent Strate

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

South Ogden Firefighters and their family members

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

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

I. OPENING CEREMONY

A. Call To Order

- Mayor Pro Tem Mike Howard called the meeting to order at 6:07 pm and entertained a motion to begin 00:00:36

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

B. Prayer/Moment of Silence

- The mayor pro tem led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Stewart led everyone in the Pledge of Allegiance

- The mayor pro tem excused Mayor Porter and Council Member Strate who were out of town 00:01:54

II. PRESENTATION

Jeff Comeau from Ogden Regional Hospital - Recognition of Bret Bronson, Ryan Johnson, and TJ Stoker for Cardiac Save 00:02:03

III. PUBLIC COMMENTS

- No members of the public were present in chambers. Mayor Pro Tem Howard said he would allow online comments until 6:20 pm

IV. RESPONSE TO PUBLIC COMMENT

- Not applicable at this time

V. CONSENT AGENDA

A. Approval of March 21, 2023 Minutes

B. Arbor Day Proclamation

- Mayor Pro Tem Howard asked if there were any changes or corrections to the consent agenda, and seeing none, he called for a motion to approve the consent agenda.

00:10:20

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

- Parks and Public Works Director Jon Andersen announced that Arbor Day would take place on April 27 00:11:39

- Mayor Pro Tem Howard explained the procedure for the public hearing and then asked if any online comments had been received from earlier in the meeting. No comments had been received. 00:12:26

- The mayor Pro Tem called for a motion to open the public hearing

00:13:15

Council Member Smyth so moved. Council Member Orr seconded the motion. All present voted aye.

147 **VI. PUBLIC HEARING**

148 To Receive and Consider Comments on the Following Items:

149 **A. Proposed Amendments to the FY2023 Budget**

- 150 • Staff overview 00:13:29
- 151 • No one was present in chambers to comment

152
153 **B. Proposed Changes to SOC 5-1-2, Definition of a Leash or Lead, and SOC 5-1-14(D)(1) for**
154 **Number of Days an Animal May Be Impounded**

- 155 • Staff overview 00:16:30
- 156 • No one was present in chambers to comment

157
158 **C. Proposed Changes to SOC 4-2-2 Concerning the Maintenance of Alleys**

- 159 • Staff overview 00:19:13
- 160 • No one was present in chambers to comment
- 161
- 162 • Mayor Pro Tem Howard called for a motion to close the public hearing but allow online
- 163 comments until 6:30 pm

164 00:21:53

165
166 **Council Member Orr so moved. The motion was seconded by Council Member Smyth. The**
167 **voice vote was unanimous in favor of the motion.**
168

169
170 **VII. DISCUSSION /ACTION ITEMS**

171 **A. Consideration of Resolution 23-12 – Approving an Agreement with CT Davis for the Briar**
172 **Point Water Line Project**

- 173 • Staff overview 00:22:28
- 174 • Discussion 00:26:34
- 175 • Mayor Pro Tem Howard called for a motion to approve Resolution 23-12
- 176 00:27:22

177
178 **Council Member Smyth so moved. Council Member Orr seconded the motion. The mayor**
179 **pro tem called the vote:**
180

| | | |
|-----|--------------------------|-----|
| 181 | Council Member Orr- | Yes |
| 182 | Council Member Smyth - | Yes |
| 183 | Council Member Stewart - | Yes |
| 184 | Mayor Pro Tem Howard - | Yes |

185
186 **Resolution 23-12 was adopted.**
187

- 188 • The mayor pro tem asked and was told no online comments for the public hearing had
- 189 been made 00:27:46

190 **B. Consideration of Resolution 23-13 – Amending the FY2023 Budget**

- 191 • Finance Director Steve Liebersbach took questions from the council
192 00:27:55
193 • Mayor Pro Tem Howard called for a motion to approve Resolution 23-13
194 00:30:47
195

196 **Council Member Smyth so moved, followed by a second from Council Member Orr. The**
197 **mayor pro tem called the vote:**
198

199 **Council Member Orr - - Yes**
200 **Council Member Smyth - Yes**
201 **Council Member Stewart - Yes**
202 **Mayor Pro Tem Howard - Yes**
203

204 **The budget amendments were approved.**
205
206

207 **C. Consideration of Ordinance 23-07 – Amending SOC 5-1-2, Definition of a Leash or Lead, and**
208 **SOC 5-1-14(D)(1) for Number of Days an Animal May Be Impounded**

- 209 • Discussion 00:31:26
210 • The mayor pro tem called for a motion to adopt Ordinance 23-07
211 00:33:49
212

213 **Council Member Stewart so moved. Council Member Smyth seconded the motion. The**
214 **mayor pro tem called the vote:**
215

216 **Council Member Orr - Yes**
217 **Council Member Smyth - Yes**
218 **Council Member Stewart - Yes**
219 **Mayor Pro Tem Howard - Yes**
220

221 **Ordinance 23-07 was adopted.**
222
223

224 **D. Consideration of Ordinance 23-08 – Amending SOC 4-2-2 Concerning the Maintenance of**
225 **Alleys**

- 226 • Questions/Discussion 00:34:14
227 • Mayor Pro Tem Howard called for a motion to adopt Ordinance 23-08
228 00:36:02
229

230 **Council Member Smyth so moved. Mayor Pro Tem Howard seconded the motion. The**
231 **mayor called the vote:**
232

233 Council Member Orr - No
234 Council Member Smyth - Yes
235 Council Member Stewart - No
236 Mayor Pro Tem Howard - Yes
237

238 There was a tie vote for the motion. The motion died.
239

- 240 • Comments on alleys by Police Chief Darin Parke
241 00:36:02
- 242 • More questions/discussion by Council
243 00:39:10
244
- 245 • The mayor pro tem called for another motion to approve Ordinance 23-08 with the
246 additional wording suggested by Chief Parke concerning snow removal if the alley way
247 was an improved hard surface
248 00:48:54
249

250 Council Member Orr so moved. The motion was seconded by Council Member Smyth.
251 Mayor Pro Tem Howard called the vote:
252

253 Council Member Orr- Yes
254 Council Member Smyth- Yes
255 Council Member Stewart- Yes
256 Mayor Pro Tem Howard- Yes
257

258 The motion stood.
259
260

261 VII. REPORTS/DIRECTION TO CITY MANAGER

262 A. City Council Members

- 263 • Council Member Stewart - 00:50:20
- 264 • Council Member Smyth - 00:53:06
- 265 • Council Member Orr - 00:53:48
- 266 • Mayor Pro Tem Howard - 00:57:23
267

268 B. City Manager Dixon 00:59:42 269 270

271 VI. ADJOURN

- 273 • At 7:15 pm, Mayor Pro Tem Howard called for a motion to adjourn
274 01:08:00

Council Member Smyth so moved, followed by a second from Council Member Stewart. 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, April 4, 2023.


Leesa Kapetanov, City Recorder

Date Approved by the City Council



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

TUESDAY, APRIL 18, 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

STAFF MEMBERS PRESENT

Parks and Public Works Director Jon Andersen, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

OTHERS PRESENT

Madison Merrill, Landmark Design

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https://files4.1.revize.com/southogden/document_center/Sound%20Files/2023/CC230418_1600.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 5:03 pm. He excused City Manager Dixon and Assistant City Manager Gailey, who were attending a conference. He then called for a motion to open the meeting.

00:00:00

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

II. DISCUSSION ITEMS

A. General Plan

- Madison Merrill from Landmark Design, facilitated a discussion on the General Plan and noted any correction or changes of wording members of the Council requested. No substantive changes to the General Plan were made.

00:01:55

42 **III. ADJOURN**

- At 6:35 pm, Mayor Porter called for a motion to adjourn the work session

46 **Council Member Smyth so moved, followed by a second from Council Member Orr. All**
47 **present voted aye.** 01:32:30

73 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session
74 held Tuesday, April 18, 2023.

76 
77 Leesa Kapetanov, City Recorder

Date Approved by the City Council

Proclamation

Declaring May 14-20, 2023

as

“National Nursing Home Week”

In South Ogden City

Whereas, Many beloved citizens of South Ogden city now residing in nursing homes, skilled nursing care and post-acute care centers have contributed immeasurably to the heritage, success and growth of our community; and

Whereas, Many nursing home residents of any age or ability are themselves living history and a precious resource; and

Whereas, Member skilled nursing care centers of America are holding events in observance of Nursing home week guided by this year's national theme of "Cultivating Kindness"; and

Whereas, National nursing home week begins on Mother's Day, May 14 and ends on May 20, 2023;

Now, Therefore, I, Russell L. Porter, Mayor of South Ogden City, Utah, do hereby proclaim May 14-20, 2023, as

“National Nursing Home Week”

in South Ogden City and call upon all citizens and civic organizations to join me and the City Council to visit their loved one, friend or neighbor currently residing in a skilled nursing care center to show respect for all that they have given to society and to us. Let no elderly and disabled person sit alone during this time to wonder if they are valued, appreciated and loved. Visiting or volunteering your time at a local care facility is a testament to community spirit, bring honor to our fathers, mothers, grandparents and everyone in residence and lifts the spirits of caregivers who value your involvement.

Dated this 2nd day of May, 2023.

Russell L. Porter, Mayor

Attest:

Leesa Kapetanov, City Recorder

ORDINANCE NO. 23-09

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, VOIDING ORDINANCE 23-08 AND RE-ADOPTING AMENDMENTS TO SOUTH OGDEN CITY CODE 4-2-2 AND 7-1-1 CONCERNING THE MAINTENANCE OF ALLEYS; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

SECTION I - RECITALS:

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

WHEREAS, the City Council finds that in conformance with the provisions of Utah Code ("UC") §10-3-717, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City Council finds that the South Ogden City Code is based on and adopted in conformance with the authority granted to the City by UC Title 10; and,

WHEREAS, the City Council finds that it is necessary to re-inforce and clarify in the South Ogden City Code whose responsibility it is to maintain alleys in the City; and,

WHEREAS, the City Council wishes to amend South Ogden City Code (SOCC) 4-2-2 to clearly state that it is the adjoining property owner's responsibility to maintain their section of an alley; and,

WHEREAS, the City Council held the required public hearing on April 4, 2023 to receive and consider comments from residents concerning the amendments proposed to SOCC 4-2-2 and 7-1-1; and,

WHEREAS, no members of the public attended the public hearing, either in person or virtually; and,

WHEREAS, the City Council adopted Ordinance 23-08 approving the proposed amendments to SOCC 4-2-2 and 7-1-1, with some change to the wording, after the public hearing was held; and,

WHEREAS, the City Council discovered after the public hearing that those people with property abutting an alley had not received their mailed notices concerning the amendments and public hearing until after the public hearing had already been held; and,

WHEREAS, the City Council wished to give any residents the opportunity to make comment concerning the proposed changes to SOCC 4-2-2 and 7-1-1 concerning the maintenance of alleys; and,

WHEREAS, the City Council instructed staff to schedule another public hearing concerning amendments and re-send notices; and,

WHEREAS, the City Council has now given anyone who so wished the opportunity to make comment regarding the changes to SOCC 4-2-2 and 7-1-1 concerning the maintenance of alleys;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that Ordinance 23-08 be made null and void and that the South Ogden City Code be changed and amended as follows:

Amended Sections:

Upon the adoption of this Ordinance, Title 4, Chapter 2, Section 2 shall be amended as follows:

4-2-2-2: Maintenance Unlawful; Exceptions

A. Violations; Zoning Considerations:

1. It shall be unlawful for any owner, occupant, agent or lessee of real property within the city, to allow, cause or permit the following material or objects to be in or upon any yard, garden, lawn, or outdoor premises of such property: junked, wrecked, dismantled, inoperative, discarded or abandoned vehicles; and refuse, debris, garbage, weeds and junk, as defined herein, or cause or permit the same to be in or upon any parking space, alley or sidewalk adjoining such yard, lot or piece of property within the city, [except when the same is temporarily deposited for removal.](#)

B. Exceptions:

1. This chapter shall not apply to antique farm machinery or other similar items when said items are used for decorative or landscaping purposes. When so used, however, the items must be placed in an orderly manner and must be maintained free from weeds, trash and other unsightly items.
2. This chapter shall not apply to an item or property, materials or objects used, kept or maintained in connection with a business enterprise lawfully situated and licensed for the same and operating in conformance with the zoning title or other provisions of this code; or
3. The outdoor storage of no more than one vehicle at a residence, as described in section 4-2-1 of this chapter.

- C. Prohibition On Park Strips, Sidewalks, Etc.: It is unlawful for any owner, occupant, agent or lessee of real property abutting and bordering on any public street in the city, for the distance such real property abuts and borders such street, to allow, cause or permit litter, or junk or salvage material, to be in or upon the area from the property line to the curb line of the street or edge of the roadway, except when the same is temporarily deposited for removal.
- D. Abutter's Alleys: It is unlawful for any owner, occupant, agent or lessee of real property facing on any abutter's alley, to allow, cause, or permit refuse, debris, garbage, weeds, litter ~~or,~~ junk or salvage material to be in or upon that portion of the abutter's alley for which the owner, occupant, agent or lessee is responsible ~~as defined in~~ under section 4-2-1 of this chapter, except when the same is temporarily deposited for removal.

7-1-1: Snow Removal

- 1. Required: It shall be unlawful for any person owning, having charge or control of or occupying any property, building, lot or part of a lot, land or real estate abutting on any sidewalk or alley of the city, to fail or refuse or neglect to remove promptly and effectively ~~every snowfall~~ snow, slush, and ice from ~~the any~~ sidewalk ~~in front of the property~~ or hard-surfaced alley for which the owner, occupant, agent or lessee is responsible under section 4-2-1, and to keep the sidewalk effectively clear from snow. For purposes of this section, hard-surfaced means any impervious surface as defined in 9-3A-1 of this code.
- 2. Depositing On Streets Prohibited: It shall be unlawful for any person to remove snow, ice or slush from private property and thereafter to deposit same by any means or device upon or within the dedicated confines of any city street.

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - SAVINGS CLAUSE:

If any provision of this Ordinance shall be held or deemed or shall be invalid, inoperative

or unenforceable such reason shall not 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 V - DATE OF EFFECT

This Ordinance shall be effective on the 18th day of April, 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 18th day of April, 2023.

SOUTH OGDEN, a municipal corporation

Russell L. Porter,
Mayor

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

STAFF REPORT



SUBJECT: Consolidated Fee Schedule-Recreation
AUTHOR: Jon Andersen
DEPARTMENT: Parks & Recreation
DATE: 5-2-23

RECOMMENDATION

City Staff recommends the approval of the proposed changes to the Consolidated Fee Schedule.

BACKGROUND

May is the time that the Recreation Department considers the start of the recreation season. Every year, South Ogden City Recreation staff reviews the fees of all the recreation programs to see how the fees compare with surrounding Cities. Staff has also been collecting information on wage comparisons for officials and part time staff to help with the staffing levels. Staff also likes to make sure the City is close to breaking even between what is charged and what the cost is to run a program; however, since the main reason cities run recreation programs is to promote the health and wellness of the community, programs rarely make revenue but are more likely to cost the City. Fortunately, South Ogden is able to run some comp programs which help offset the costs for other programs.

ANALYSIS

Staff has compared our fees to the surrounding Cities and believe an increase is needed at this time. Most of the fees were increased \$5.00-\$10.00, staff did keep the resident/non-resident fee as a \$10.00 difference with the traditional recreation sports. The comp fees were increased \$50.00 to be comparable to what other places that offer the same comp programs.

SIGNIFICANT IMPACTS

There will be a small impact on the amount of recreation fees collected.

ATTACHMENTS

None

STAFF REPORT



SUBJECT: Consolidated Fee Schedule- Election Fees
AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: May 2, 2023

RECOMMENDATION

City Staff recommends approval of the proposed election fees.

BACKGROUND

Ever since becoming the recorder, I have been told that the filing fee for a candidate wanting to run for office is \$25. I don't know at what point, but somewhere along the way I realized that the fee was not in the consolidated fee schedule. This will correct that oversight.

Also, two legislative seasons ago, the legislature allowed candidates a 24 hour "grace" period for turning in their financial disclosure reports before they would be eliminated from an election.

They also gave cities the authority to fine the candidate \$50 if they went into the grace period. I believe the City should adopt the fine. It gives candidates a little extra incentive to meet the deadline as well as reimbursing the City for the extra time the recorder puts in to email, phone, text, and/or visit in order to avoid the costs and time involved in removing a candidate's name from the ballot.

ANALYSIS

If the Council chooses to enact the election fees, they should be placed in the fee ordinance.

SIGNIFICANT IMPACTS

No significant monetary impacts.

ATTACHMENTS

None

ORDINANCE NO. 23-10

ORDINANCE OF SOUTH OGDEN CITY AMENDING THE CITY'S CONSOLIDATED FEE SCHEDULE FOR RECREATION FEES AND FEES RELATED TO MUNICIPAL ELECTIONS; MAKING NECESSARY CLERICAL AND ADMINISTRATIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE FOR THESE ACTIONS.

SECTION I - RECITALS

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

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

WHEREAS, the City Council finds that from time to time it is necessary to increase recreation fees due to increased costs to the City; and,

WHEREAS, the City Council also finds that it is necessary to add some fees having to do with municipal elections; and,

WHEREAS, the City Council finds it is in the best interest of the citizens of the City to confirm, accept, adopt and implement the results, conclusions and recommendations of staff concerning the fee changes; and,

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

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

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

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

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

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

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

That the above fees, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Ordinance will be effective on the 18th day of April, 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 18th day of April, 2023.

SOUTH OGDEN, a municipal
corporation

Mayor Russell Porter

ATTESTED:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 23-10

Ordinance Of South Ogden City Amending The City's Consolidated Fee Schedule For Recreation Fees And Fees Related To Municipal Elections; Making Necessary Clerical And Administrative Changes; And Providing An Effective Date For These Actions.

18 Apr 23

Recreation Fees

Last amended July 19, 2022 – Ordinance 22-11

| Description | Resident | Non-Resident |
|---|---|---|
| Boys Baseball | \$65 \$55 | \$75 \$65 |
| Girls Softball | \$65 \$55 | \$75 \$65 |
| Coed T-Ball | \$55 \$45 | \$65 \$55 |
| Coed Coach Pitch | \$55 \$45 | \$65 \$55 |
| Youth Tackle Football – All Players Within Our Boundaries** | \$100 refundable equip. fee*+ \$125 \$140 | \$100 refundable equip. fee*+ \$125 \$140 |
| Coed Flag Football | \$55 \$50 | \$65 \$60 |
| Tennis | \$50 \$45 | \$55 \$55 |
| Field Rental (With Scoreboard) – per hour rate subject to decision by Parks & Recreation Director | | |
| Coed Volley Ball | \$55 \$50 | \$65 \$60 |
| Kick Ball | \$350 400 per team | N/A |
| Coed Soccer | \$45 \$40 | \$55 \$50 |
| Coed Basketball | \$65 \$55 | \$75 \$60 |
| Girls Basketball | \$65 \$60 | \$75 \$70 |
| Boys Basketball | \$65 \$60 | \$75 \$70 |
| Youth Comp Basketball | \$500 450 per team | N/A |
| High School Basketball | \$500 450 per team | N/A |
| Adult Men's Basketball | \$500 450 per team | N/A |
| Adult Women's Basketball | \$500 450 per team | N/A |
| Adult Coed Volleyball | \$300 250 per team | N/A |
| Adult Women's Volleyball | \$250 per team | N/A |
| Adult Coed Spike Ball | \$50 per team | N/A |
| Adult Coed Dodgeball | \$350 per team | N/A |
| Men's Dodgeball | \$350 per team | N/A |
| Women's Dodgeball | \$350 per team | N/A |
| Youth Futsal (Boys, Girls, Coed) | \$400 per team | N/A |
| Adult Futsal (Men's, Women's, Coed) | \$425 per team | N/A |
| Adult Ultimate Frisbee | \$350 per team | N/A |
| Summer Fun | \$35 | \$45 |
| Summer Camps | \$15 \$10 | \$25 \$20 |
| Ultimate Frisbee | \$55 \$50 | \$65 \$60 |
| Start Smart Program (8 classes per program) | \$35 40 per program | \$45 50 per program |
| Pickle Ball | | |
| Individual | \$20 | \$20 |
| Team | \$40 | \$40 |
| Late Registration Fee | \$10 | \$10 |

* \$100 Equipment Deposit: Refundable when all equipment is returned.

** Clarifies that the fee is \$125 for players in WFFL boundary whether they are residents or not. (15 Mar 11)

Miscellaneous Fees

Amended 21 January 20 – Ord. 20-02

| Description | Amount |
|--|--|
| Returned check fee | \$25 |
| Lien release fee [^] | \$40 |
| Copies of City documents [*] | 25 cents per page |
| Copies of Customer Utility Billing History | \$5 |
| Notary Fee ^{**} | \$5 |
| Youth Court Registration Fee ^{***} | \$3 |
| Special Events Permit [#] | \$25 |
| Small Claims Court – Fee in lieu of City Filing Fee ^{****} | (The fee will be shown on the affidavit as a Regular Filing Fee but will be paid by the Defendant, rather than the City, upon entry of judgment or settlement payment) |
| <ul style="list-style-type: none"> if the claim exclusive of court costs, interest, and attorney fees is \$2,000 or less | \$60 |
| <ul style="list-style-type: none"> if the claim exclusive of court costs, interest, and attorney fees is greater than \$2,000 but less than \$7,500 | \$100 |
| <ul style="list-style-type: none"> if the claim exclusive of court costs, interest, and attorney fees is \$7,500 or more. | \$185 |
| Newsletter Advertising Fees | \$150 |
| <ul style="list-style-type: none"> The \$150 covers sending ad in the digital version of the city's newsletter which is sent out via city's social media contacts and posted on website. It also gives applicant the opportunity to include a paper version of the ad (flier) to be included in envelope of utility bill. | |
| <ul style="list-style-type: none"> Applicant responsible to print and fold own fliers and deliver to utility bill mailing service by date specified by staff. "Paid Advertisement" must appear somewhere on flier. City may refuse or delay sending flier if addition of flier increases normal postage rate. | |
| <u>Municipal Election Fees</u> | |
| <u>Candidate Filing Fee</u> | <u>\$25</u> |
| <u>Fine for filing late candidate financial disclosure as per UCA 10-3-208(11)(a)(ii)</u> | <u>\$50</u> |

* One copy of Council agendas will be provided at no charge

** Cost is not applicable to city employees or city-related documents

*** Costs to be paid prior to attendance at "Court" session – City staff member responsible for administration of the program may grant waiver of fee for good cause shown.

Special Events Permit – 5k runs; parades, etc., require a permit from the Police Department and are subject to traffic control requirements and restrictions. (Adopted 06 Feb 07)

aa Amount Amended 15 Jun 10 - Ordinance 10-06

**** These fees will automatically be adjusted each time the legislature authorizes a change from the rates presently set out a Utah Code §78A-2-301(1)(c), or subsequent replacement or amended legislation.

[^] Fee to be added to lien amount placed on property by South Ogden for failure to pay utility bill or for junk or weed abatement.

Resolution No. 23-14

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

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

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

WHEREAS, the City Council finds that under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., Utah Code Ann., 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another for joint or cooperative action under the Act; and,

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

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

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

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

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

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

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

WHEREAS, The RAMP committee has determined that South Ogden City will receive RAMP funds in the amount of \$22,000 for the South Ogden Days Festival, \$650,000 for the 40th Street Skate Park, and \$42,000 for Heritage Trail; and,

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

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

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

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

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

The foregoing Recitals are fully incorporated herein.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

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

SECTION 5- DATE OF EFFECT:

This Resolution shall be effective on the 2nd day of May 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 2nd day of May, 2023.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 23-14

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

02 May 23

Exhibit "1"
South Ogden Days Festival

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

THIS AGREEMENT is entered into and made effective the 14th day of March, 2023, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and SOUTH OGDEN CITY, a non-profit organization, located at 3950 Adams Ave, S. Ogden, UT 84403, hereinafter referred to as "RECIPIENT."

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

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

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

**SECTION ONE
RAMP FUND REQUIREMENTS**

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

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

"Cultural organization:"

(i) means:

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

(I) natural history;

(II) art;

(III) music;

(IV) theater;

(V) dance; or

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

(B) an administrative unit; and

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

(B) municipal or county cultural council having as its primary purpose the advancement and preservation of:
 - (I) history;
 - (II) natural history;
 - (III) art;
 - (IV) music;
 - (V) theater; or
 - (VI) dance.

- B. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701. et. seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- C. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, bad debt expense, or items not identified in the RAMP funding application.
- D. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2024. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2024, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Advisory Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Advisory Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.
- E. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to: all playbills, brochures, advertisements, flyers, banners and

newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.

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

SECTION TWO USE OF FUNDS

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

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

2.3 If RECIPIENT fails to use its Fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

SECTION THREE CONSIDERATION

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

South Ogden Days Festival Local Arts and Entertainment \$22,000

SECTION FOUR EFFECTIVE DATE

4.1 This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2024 or within sixty (60) days of the project completion, whichever occurs earlier.

SECTION FIVE AUDIT

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

**SECTION SIX
MAINTENANCE AND AVAILABILITY OF RECORDS**

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

**SECTION SEVEN
ASSIGNMENT OR TRANSFER OF FUNDS**

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

**SECTION EIGHT
INDEPENDENT AGENCY**

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

SECTION NINE

INDEMNIFICATION

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

SECTION TEN INSURANCE

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

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

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

SECTION ELEVEN MISCELLANEOUS

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Bolos voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

By _____

Title_____

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the ____ day of _____, 2023, personally appeared before me _____
_____ who being by me duly sworn did say that she/he is
the _____ of the SOUTH OGDEN CITY, and that said instrument
was signed in behalf of said corporation by authority of its bylaws, and said person
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

SOUTH OGDEN CITY

ARTS AND MUSEUMS

South Ogden Days
R.A.M.P. Grant Application 2023



January 12, 2023





RAMP GRANT APPLICATION 2023

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

See Filing Deadlines on the Back of This Application

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

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

ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

South Ogden City

| | | | |
|--------------------------|------------------------------------|----------------------------|----------|
| Address | City | State | Zip Code |
| 3950 Adams Ave | South Ogden | UT | 84403 |
| Contact Person | Title or Position | | |
| Jamie Healy | Communications & Events Specialist | | |
| Phone No. | Fax No. | Email Address | |
| 8016222707 | 8016222713 | jhealy@southogdencity.gov | |
| Alternate Contact Person | Title or Position | | |
| Doug Gailey | Assistant City Manager | | |
| Phone No. | Fax No. | Email Address | |
| 8016222727 | 8016222713 | dgailey@southogdencity.gov | |

Date of Incorporation: July 1936

Federal Tax ID Number: 87-6000282

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

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

PROJECT NAME: South Ogden Days Festival Local Arts and Entertainment

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

Funds Requested From RAMP: \$25000

Total Cost of Project: \$95,500.00

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

Would You Accept Partial Funding? Yes ☒ No ☐

If An Event, What Is the Date: June 16-17, 2023

Location of Project: Friendship Park 655 E 5500 S

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

South Ogden Days is an annual event in Weber County that typically brings participation from over 5,000 community members as well as over 75 businesses. This grant will support local arts and entertainment that is provided free of charge. Part of the entertainment is "South Ogden's Got Talent" where local artists and entertainers are invited to show off their skills on the main stage. Along with the local talent show, a car show, movie in the park, bounce houses, vendors, a headlining concert, and fireworks are also provided for community entertainment.

PCI showed a 7.4% increase in December 2022. We are estimated a conservative inflation increase of 5% in our budget total.

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

Describe How Many People Will Be Affected By This Project and How:
For 2022, South Ogden Days had around 5,000 people over the two-day event. The festival includes many cultural groups and organizations including but not limited to schools, charities, dance and performance groups, non-profit organizations, area businesses and members of the community of all age and socioeconomic groups.

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

Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:
RAMP banner will be hung in a prominent location on the main stage at the festival. RAMP logo will be featured prominently on the South Ogden Days and city website along with social media platforms that reach over 5,000 people. RAMP logo will be featured in Hometown Values and Valpak mailers which reach over 40,000 homes in Weber and Davis Counties.

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

- ☒ Read the information sheet for completing a RAMP application
- ☒ File timely **(Deadline for filing Major & Regular Grants – January 13, 2023. EZ Grants – March 23, 2023)**
- ☒ Complete all areas of the application
- ☐ Attach proof of nonprofit status
- ☒ Provide your organization's mission statement
- ☒ Attach detailed budget for entire project and an explanation of how the RAMP funds will be used
(This would include any matching funds and/or letters of support)
- ☒ **Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- ☒ Sign and date the application
- ☒ Remove the information sheet and charts
- ☒ Submit fifteen (15) copies of the application and supporting documents

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

Signature

Communications & Events Specialist

Title

1/12/23

Date

FILING DEADLINE FOR MAJOR GRANTS: January 13, 2023 5:00 pm

FILING DEADLINE FOR REGULAR GRANTS: January 13, 2023 5:00 pm

FILING DEADLINE FOR EZ GRANTS: March 24, 2023 5:00 pm

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

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

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

Rev 11/2020

Itemized Budget & Funding Allocation Projection



South Ogden City

South Ogden Days 2023

Name of Entity or Nonprofit Organization

Project Name

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

| Project Expense Type | Ramp sss Allocation | Other sss Allocation | Expense Recipient | Funding Source | Notes |
|---|---------------------|----------------------|-------------------|--------------------------------|--|
| Stage Rental, Lighting & Audio | \$ 11,000.00 | \$ 11,000.00 | South Ogden | RAMP, Young Auto & South Ogden | Increased pricing due to a conservative inflation of 5% in each area of our event. |
| Headliner Artist, Rider, Agency and Lodging | \$ 14,000.00 | \$ 11,000.00 | South Ogden | RAMP & South Ogden | |
| Sound Licensing Fee | | \$ 781.00 | South Ogden | South Ogden | We are required to pay two licensing to cover all music used over the event |
| Generators | | \$ 7,000.00 | South Ogden | South Ogden | |
| Portable Restrooms | | \$ 2,500.00 | South Ogden | South Ogden | |
| Barricades & Fencing | | \$ 3,800.00 | South Ogden | South Ogden | |
| Fireworks | | \$ 10,000.00 | South Ogden | South Ogden | |
| Cash Prizes Talent Show & Misc | | \$ 24,419.00 | South Ogden | Sponsors & South Ogden | Misc. includes employee payroll, movie in the park, car show, parade, electrician and other expenses |

Subtotals \$ 25,000.00 \$ 70,500.00

26.18% = Percent of RAMP Contribution

Project Total \$ 95,500.00

73.82% = Percent of APPLICANT Contribution (MATCHING FUNDS)

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

| Funding Source | Ramp sss Allocation | Other sss Allocation | Are Funds Secured/Pending | Funding Type | Notes |
|---|---------------------|----------------------|---------------------------|-------------------|-------|
| South Ogden City | | \$ 50,000.00 | Secured | Budget Allocation | |
| RAMP | \$ 25,000.00 | | Pending | Grant | |
| BCTC | | \$ 5,000.00 | Secured | Donation | |
| Young Auto Sponsorship | | \$ 10,000.00 | Pending | Sponsorships | |
| Various Sponsorships including Pepsi, TAB Bank, GWCU, Rocky Mountain, Fresh and New Real estate & Republic Services | | \$ 5,500.00 | Pending | Sponsorships | |
| | | | | | |
| | | | | | |
| | | | | | |

Subtotals \$ 25,000.00 \$ 70,500.00

26.18% = Percent of RAMP Contribution

Project Total \$ 95,500.00

73.82% = Percent of APPLICANT Contribution (MATCHING FUNDS)

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

P.O. Box 426
Hooper, UT 84315
+1 8017793030
invoices@upstagecompanies.com
www.upstagecompanies.com



Estimate

ADDRESS

Jamie Healy
South Ogden City

ESTIMATE # 2540

DATE 04/13/2022

| DATE | ACTIVITY | HOURS QTY | RATE | AMOUNT |
|------------|--|-----------|----------|----------|
| 06/17/2022 | Friendship Park in South Ogden, June 11-18th, 2022. | | | |
| 06/17/2022 | Stage:SL-100 SL100 Includes: 8x8 Wings SL/SR, Wind Walls, 2 Set of Stairs, 1-12ft Ramp. | 1 | 2,500.00 | 2,500.00 |
| 06/17/2022 | Rental Rental of concert sound system with amps, monitors, mic stands. Etc | 1 | 5,000.00 | 5,000.00 |
| 06/17/2022 | Rental Concert stage light package including: LED wash lights, moving heads, blinders. | 1 | 6,500.00 | 6,500.00 |
| 06/17/2022 | Rental Generator | 1 | 600.00 | 600.00 |
| 06/17/2022 | Rental Additional items for the talent show: Keyboard etc. | 1 | 1,000.00 | 1,000.00 |
| 06/17/2022 | Corporate:Stagehand Labor to install and strike stage and equipment | 1 | 750.00 | 750.00 |
| 06/17/2022 | Corporate:Light Tech Lighting Tech Day Rate | 1 | 750.00 | 750.00 |
| 06/17/2022 | Sound:System Tech Sound Tech Day Rate | 1 | 750.00 | 750.00 |
| 06/17/2022 | Rentals:Backline Backline | 1 | 1,000.00 | 1,000.00 |
| 06/17/2022 | Upstage can also provide: Event flooring, bike rack, tents, tables, etc. | | | |
| 06/17/2022 | I am leaving the pricing on the above items the same as last year. | | | |
| 06/17/2022 | Rental This accounts for labor increases, additional days of labor, and additional day of rental. EXCEPT for the Video wall. | 1 | 4,500.00 | 4,500.00 |
| 06/17/2022 | Discount Project discount 20% | 1 | - | - |
| 06/17/2022 | Rentals:Video Wall Video wall for Movie night | 1 | 3,000.00 | 3,000.00 |

Thank You For Your Trust and Business!

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

| | |
|----------|--------------------|
| SUBTOTAL | 21,680.00 |
| TAX | 0.00 |
| TOTAL | \$21,680.00 |

Accepted By

Accepted Date

Thank You For Your Trust and Business!



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

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

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

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

Gross Potential \$0.00
 Net Potential \$0.00

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

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

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

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

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

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

WLKOUT PTNTL: \$20,000.00 plus \$1,000 buyout for hotels and local ground transportation and backline per rider.

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

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

SCHEDULE: Load In Per Advance Vertical Horizon 8:45 pm, 75 minutes
 Sound Check Per Advance
 Doors TBD
 Show TBD

CONTRACT DUE: Wednesday, May 18, 2022

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

Account #: 478 000 2013 / Swift #: BOFCUS33MPK / ABA #: 122 000 496
 Account Name: Agency for the Performing Arts, Inc
 Bank Address for Wire Transfers Only: Union Bank of California / 9460 Wilshire Blvd Beverly Hills, CA 90212 Do not send checks to this address.
 Please include Artist and performance date on the payment memo.

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


Signatures on Page 2

10585 Santa Monica Boulevard, Los Angeles, CA 90025
 150 Fourth Ave N, Suite 2300 Nashville, TN 37219
 3 Columbus Circle, 23rd Floor, New York, NY 10019
 129 John St. Toronto, ON M5V 2E2

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

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

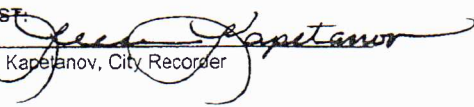
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BY: X 
SIGNATURE OF PRESENTER

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

BY: X _____
SIGNATURE OF ARTIST REPRESENTATIVE
Vertical Horizon, Inc. c/o Matt Scannell

ATTEST:

BY: X 
Leesa Kapetanov, City Recorder



United Site Services of Nevada, Inc.

Customer Service: 1-800-864-5387

ORDER

Customer ID: USS-601520
 Order No: 0-2205274
 Order Date: 06/07/22
 Terms: Due Upon Receipt
 P.O. No:
 Salesperson: Jennifer K. Ware
 Cust. Serv. Rep.:

Bill To: SOUTH OGDEN
 3950 ADAMS AVE
 SOUTH OGDEN, UT 84403

Ship To: SOUTH OGDEN DAYS 2022
 5500 S 650 E
 SOUTH OGDEN, UT 84403

Items Rented

| Item / Description | Quantity | Rental Term | From / Thru | Unit Price | Total Price |
|---|------------|-------------|----------------------|------------|-------------|
| XR Deluxe Restroom | 13 Each | | 06/16/22 06/20/22 | 48.00 | 624.00 |
| Friendship Park 50 E 5500 S See map for placement | | | | | |
| PC-DXR Special Event Service | 13 Each | | 06/18/22 06/20/22 | 35.00 | 455.00 |
| DA DA Wheelchair Accessible | 2 Each | | 06/16/22 06/20/22 | 110.00 | 220.00 |
| PC-ADA Special Event Service | 2 Each | | 06/18/22 06/20/22 | 35.00 | 70.00 |
| SS Station Sink | 4 Each | | 06/16/22 06/20/22 | 75.00 | 300.00 |
| PC-2SS Special Event Service | 4 Each | | 06/18/22 06/20/22 | 35.00 | 140.00 |
| T300 300 Gal Holding Tank | 1 Each | | 06/16/22 06/20/22 | 90.00 | 90.00 |
| PC-HT300 Special Event Service | 1 Each | | 06/18/22 06/20/22 | 35.00 | 35.00 |
| XR Deluxe Restroom - 650 Pleasant Valley Dr | 1 Each | | 06/16/22 06/20/22 | 48.00 | 48.00 |

Continued...

United Site Services of Nevada, Inc.



Customer Service: 1-800-864-5387

ORDER

Customer ID: USS-601520

Order No: 0-2205274

Order Date: 06/07/22

Terms: Due Upon Receipt

P.O. No:

Salesperson: Jennifer K. Ware

Cust. Serv. Rep.:

II SOUTH OGDEN
 3950 ADAMS AVE
 SOUTH OGDEN, UT 84403

Ship SOUTH OGDEN DAYS 2022
 To: 5500 S 650 E
 SOUTH OGDEN, UT 84403

Items Rented

| Item / Description | Quantity | Rental Term | From / Thru | Unit Price | Total Price |
|---|-----------|-------------|----------------------|------------|-------------|
| dxr @ 650 Pleasant Valley Dr ogden, UT 84405 (place in parking lot for parade) outh Jr High | | | | | |
| PC-DXR pecial Event Service | 1 Each | | 06/18/22 06/20/22 | 35.00 | 35.00 |
| EL-DXR elivery, Setup, Removal | 1 Each | | 06/16/22 06/20/22 | 50.00 | 50.00 |
| EL / PU elivery, Setup, Removal | 1 Each | | 06/16/22 06/20/22 | 350.00 | 350.00 |

Commit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475

Subtotal: 2,417.00
 Total: 2,417.00

Signature _____

Date: _____

South Ogden City 2021, 2022, 2023

3rd Saturday in June each year


Jaime Healy 801-622-2707

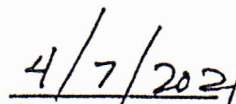
3950 So. Adams Ave. South Ogden, Utah 84403

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

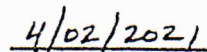
3 Year Contract with 50 % deposit due upon execution of contract.

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

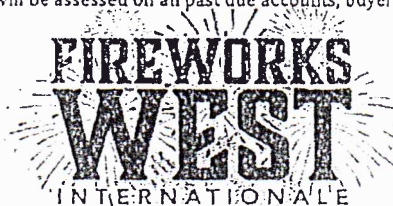

Buyer Signature


Date


Fireworks West Internationale


Date

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



PO Box 294 Logan, UT 84323

435-753-2070 Office

www.fireworkswestintl.com

435-753-0833 Fax

Exhibit "2"
40th Street Skate Park

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

THIS AGREEMENT is entered into and made effective the 14th day of March, 2023, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and SOUTH OGDEN CITY located at 3950 Adams Ave., South Ogden, UT 84403, hereinafter referred to as "RECIPIENT."

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

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

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

**SECTION ONE
RAMP FUND REQUIREMENTS**

- 1.1 A. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701, et seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- B. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, bad debt expense, or items not identified in the RAMP funding application.
- C. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2024. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2023,

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

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

**SECTION TWO
USE OF FUNDS**

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

**SECTION THREE
CONSIDERATION**

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

40th Street Skatepark.....\$650,000

SECTION FOUR EFFECTIVE DATE

- 4.1** This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2024 or within sixty (60) days of the project completion, whichever occurs earlier.

SECTION FIVE AUDIT

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

SECTION SIX MAINTENANCE AND AVAILABILITY OF RECORDS

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

SECTION SEVEN ASSIGNMENT OR TRANSFER OF FUNDS

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

SECTION EIGHT INDEPENDENT AGENCY

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

SECTION NINE INDEMNIFICATION

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

SECTION TEN INSURANCE

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

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

SECTION ELEVEN MISCELLANEOUS

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Bolos voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

By _____

Title _____

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

On the ____ day of _____, 2023, personally appeared before me _____
_____ who being by me duly sworn did say that she/he is
the _____ of the SOUTH OGDEN CITY, and that said instrument
was signed in behalf of said corporation by authority of its bylaws, and said person
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

SOUTH OGDEN CITY

PARKS AND RECREATION

40th Street Skate Park
R.A.M.P. Grant Application 2023



January 13, 2023





RAMP GRANT APPLICATION 2023

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

See Filing Deadlines on the Back of This Application

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

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

ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

South Ogden City

| | | | |
|--------------------------|-----------------------|------------------------------|----------|
| Address | City | State | Zip Code |
| 3950 Adams Ave. | South Ogden | Utah | 84403 |
| Contact Person | Title or Position | | |
| Matt Dixon | City Manager | | |
| Phone No. | Fax No. | Email Address | |
| 801.622.2702 | | mdixon@southogdencity.gov | |
| Alternate Contact Person | Title or Position | | |
| Jon Andersen | Public Works Director | | |
| Phone No. | Fax No. | Email Address | |
| 801.622.2903 | | jandersen@southogdencity.gov | |

Date of Incorporation: July 1936

Federal Tax ID Number: 12391277-002-STC

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

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

PROJECT NAME: 40th Street Skatepark

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

Funds Requested From RAMP: \$ 650,000

Total Cost of Project: \$ 1,448,600

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

Would You Accept Partial Funding? Yes ☒ No ☐

If An Event, What Is the Date: _____

Location of Project: 3950 Adams Ave. (40th Street Park)

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

South Ogden will be building a 15,000 sq. ft., state-of-the-art skatepark at 40th Street Park. This project has been in the planning stages for several years and the mayor and city council have now prioritized this as their number one park project for 2023 - depending on grant funding. The city is currently under contract with Spohn Ranch, Inc. to assist with the design and preparation of construction drawings for the project. The city has assembled a large committee made up of local skatepark enthusiasts from the greater Weber County area. This committee has been working with Spohn Ranch to ensure the design is done right, with the features that the area riders want to ride. The final concept is scheduled to be completed within the next few weeks. Once the design is solidified, Spohn Ranch will prepare the construction drawings. If the city is successful in getting RAMP support, the city will move into the construction phase this spring/summer. According to the committee and the design team, there will not be a nicer skatepark anywhere close to Weber County. The city expects that this park will draw riders from all over the greater Weber County area and beyond.

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

Describe How Many People Will Be Affected By This Project and How:
It is anticipated that this skatepark will have a regional draw and will affect thousands of people annually. Not only will it be located in a very high-traffic, visible area (40th Street) but the size and the quality and quantity of features being planned for the park will be unlike anything in northern Utah.

Explain What Funding Resources Your Organization Has:
South Ogden City officials have allocated \$650,000 of general fund revenues as well as park impact fees to help pay for the cost of this new park.

Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:
RAMP's logo will be added to all project signage, websites, social media posts, etc.

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

- ☐ Read the information sheet for completing a RAMP application
- ☐ File timely **(Deadline for filing Major & Regular Grants – January 13, 2023. EZ Grants – March 23, 2023)**
- ☐ Complete all areas of the application
- ☐ Attach proof of nonprofit status
- ☐ Provide your organization's mission statement
- ☐ Attach detailed budget for entire project and an explanation of how the RAMP funds will be used
(This would include any matching funds and/or letters of support)
- ☐ **Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- ☐ Sign and date the application
- ☐ Remove the information sheet and charts
- ☐ Submit fifteen (15) copies of the application and supporting documents

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

Matthew J. Dixon
Signature

City Manager
Title

Jan. 12, 2023
Date

FILING DEADLINE FOR MAJOR GRANTS: January 13, 2023 5:00 pm

FILING DEADLINE FOR REGULAR GRANTS: January 13, 2023 5:00 pm

FILING DEADLINE FOR EZ GRANTS: March 24, 2023 5:00 pm

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

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

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

Rev 11/2020



40TH STREET SKATEPARK CITY OF SOUTH OGDEN, UTAH

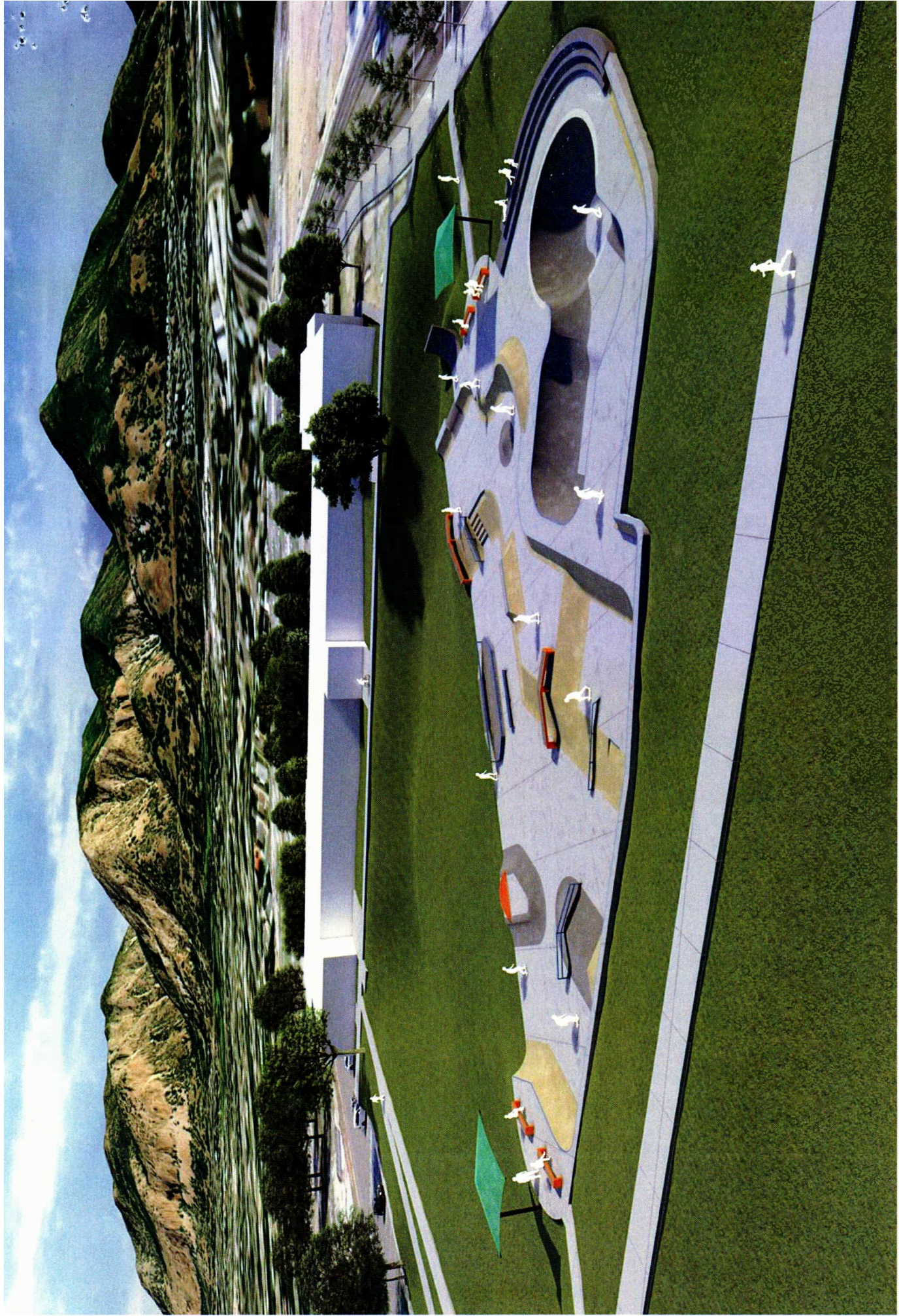
CONCEPT DESIGN 1.3.23



40TH STREET SKATEPARK CITY OF SOUTH OGDEN, UTAH

CONCEPT DESIGN 1.3.23





40TH STREET SKATEPARK CITY OF SOUTH OGDEN, UTAH

CONCEPT DESIGN 1.3.23

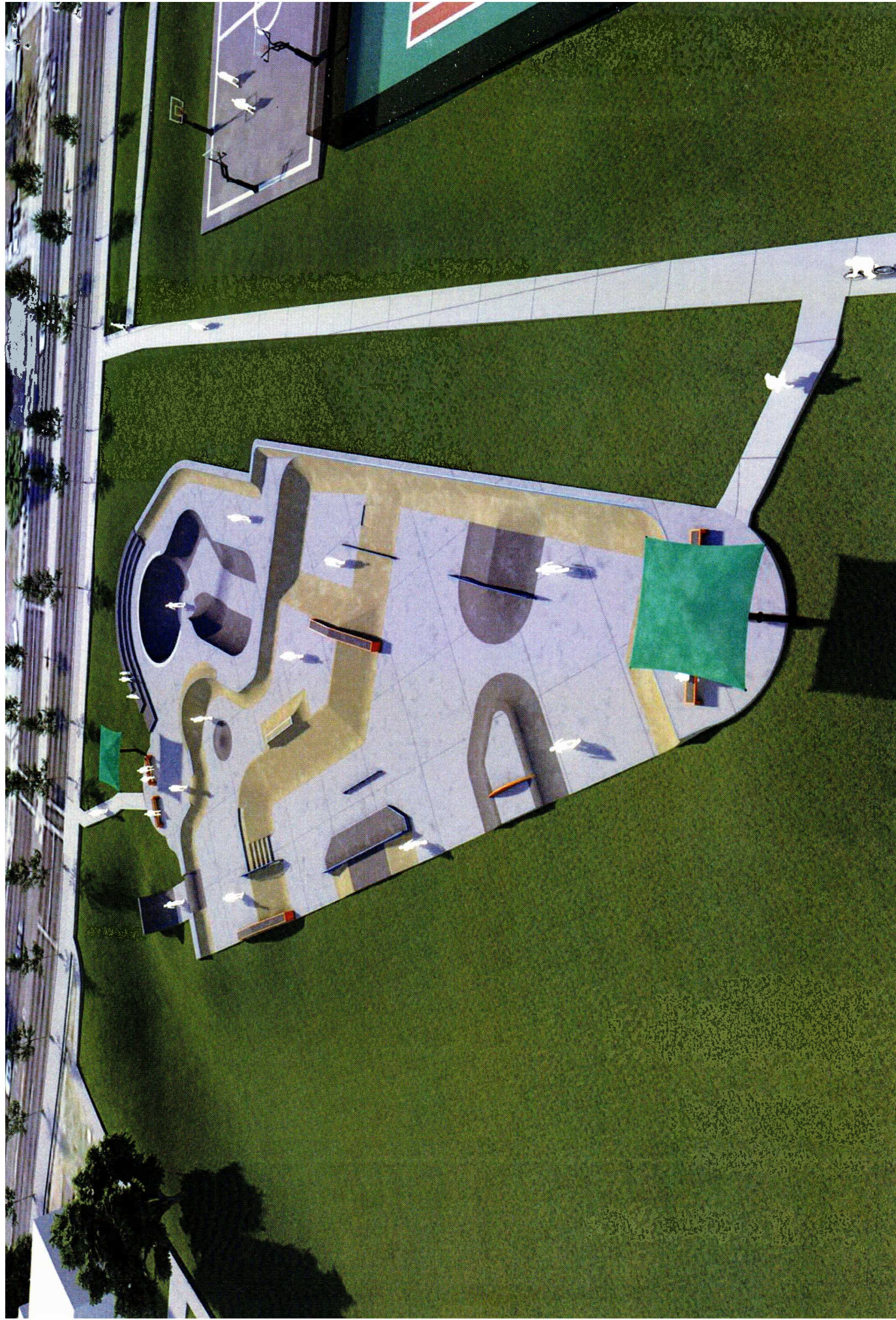




40TH STREET SKATEPARK CITY OF SOUTH OGDEN, UTAH

CONCEPT DESIGN 1.3.23

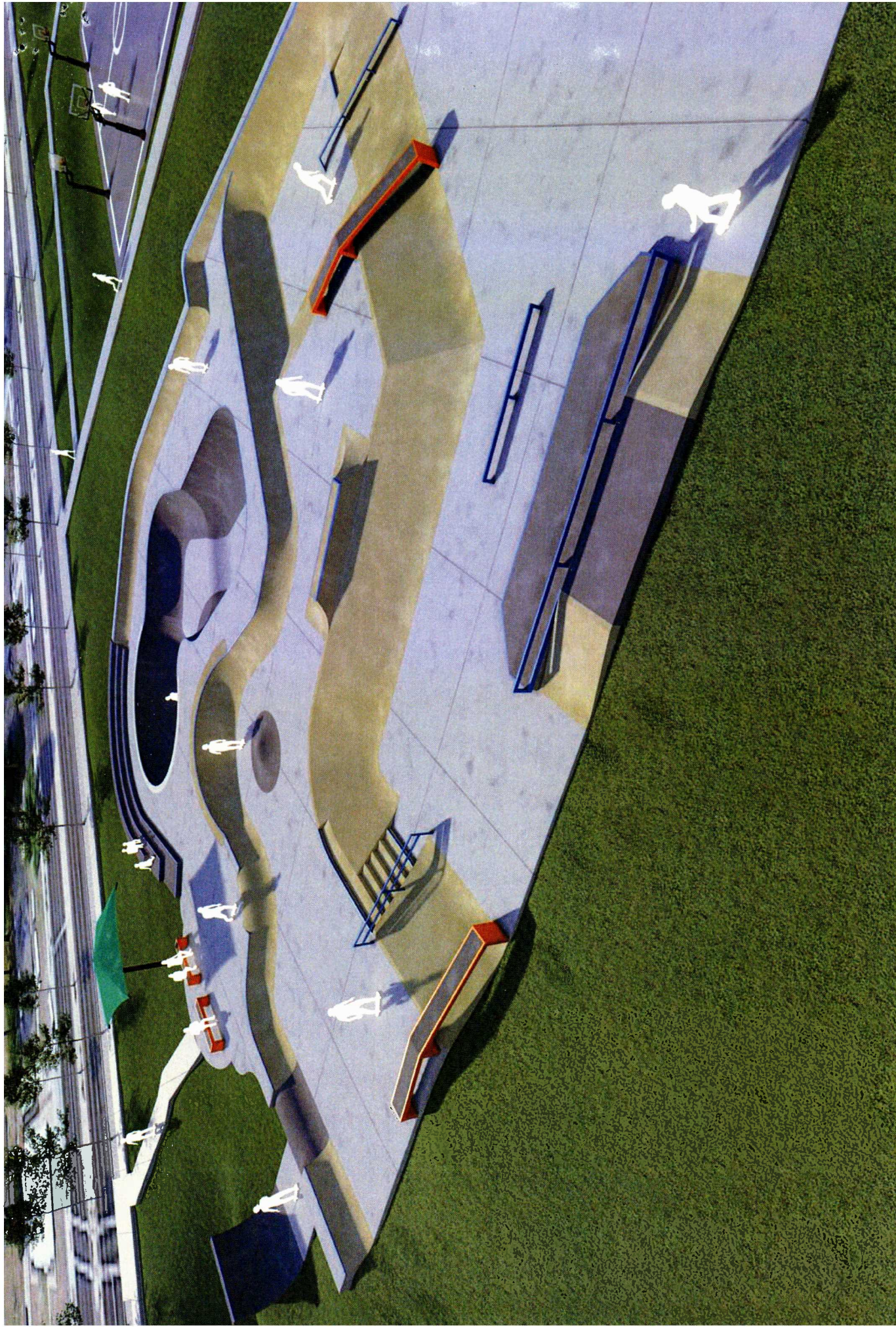




40TH STREET SKATEPARK CITY OF SOUTH OGDEN, UTAH

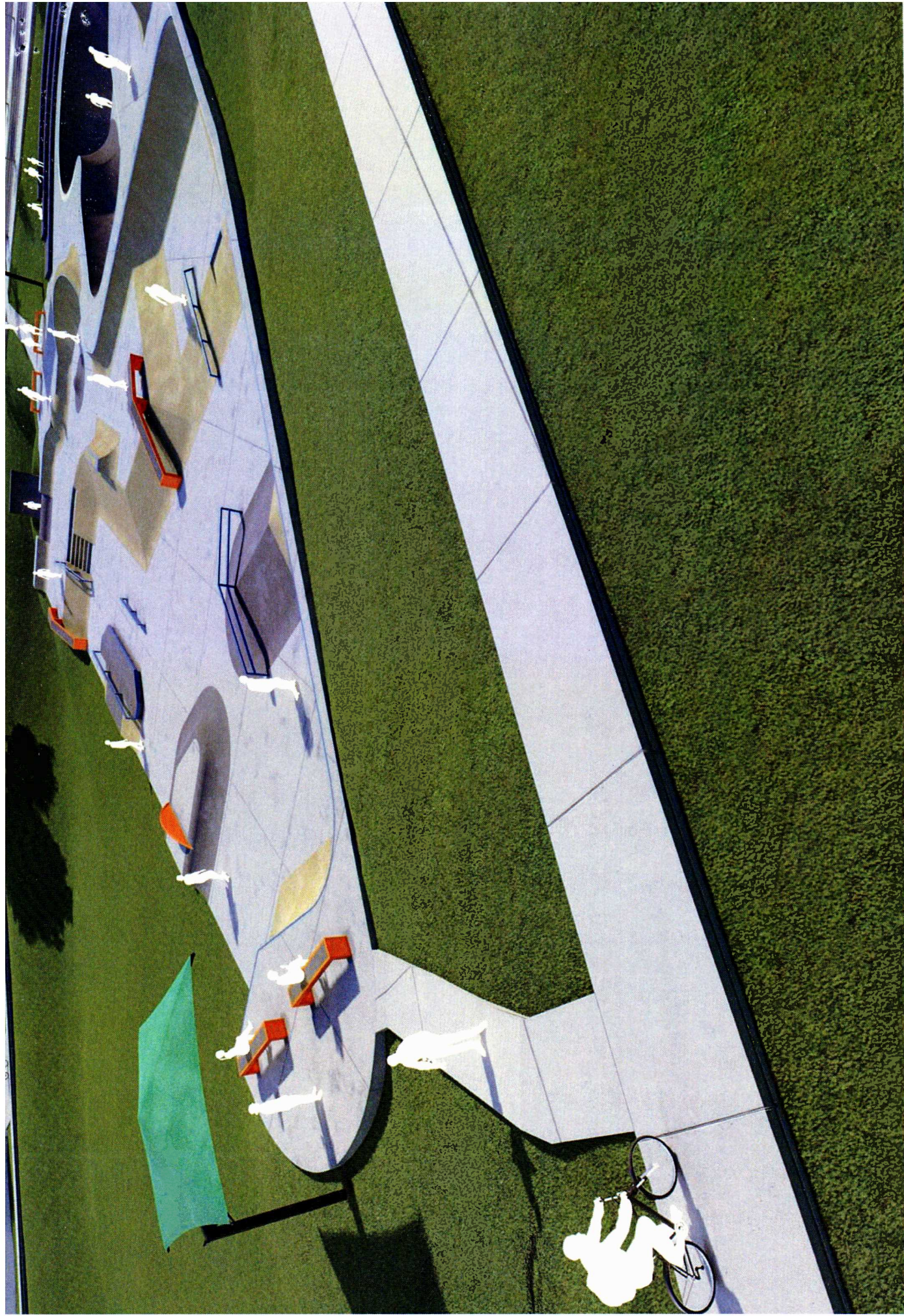
CONCEPT DESIGN 1.3.23





40TH STREET SKATEPARK CITY OF SOUTH OGDEN, UTAH

CONCEPT DESIGN 1.3.23



40TH STREET SKATEPARK CITY OF SOUTH OGDEN, UTAH

CONCEPT DESIGN | 3.23



40th Street Skatepark Project Budget

Organization: South Ogden City

| Income | | |
|---|-----------|------------------|
| South Ogden General Fund & Impact Fees | \$ | 650,000 |
| RAMP 2023 | \$ | 650,000 |
| In-Kind Contributions | | |
| Services: (x number of hours @ \$20/hr) | | |
| South Ogden Administrative Staff Time | \$ | 10,150 |
| Parks Staff Project Management | \$ | 6,450 |
| Land Contribution (15,000 sq. ft. x \$8.80) | \$ | 132,000 |
| Total Income | \$ | 1,448,600 |

| Expenses | | |
|---|-----------|------------------|
| Park Construction - RAMP | \$ | 650,000 |
| Park Construction - City | \$ | 345,000 |
| Project Design & Construction Documents (under contract with Sphon Ranch) | \$ | 30,250 |
| Civil Engineering & GeoTechnical Study | \$ | 25,000 |
| Lighting & Shade Structures | \$ | 249,750 |
| In-Kind as Covered Expenses | | |
| Services: (x number of hours @ \$20/hr) | | |
| South Ogden Administrative Staff Time | \$ | 10,150 |
| Parks Staff Project Management | \$ | 6,450 |
| Land Contribution (15,000 sq. ft. x \$8.80) | \$ | 132,000 |
| Total Expenses | \$ | 1,448,600 |

CONCEPT DESIGN COST ESTIMATE

40TH STREET SKATEPARK
CITY OF SOUTH OGDEN, UTAH
JANUARY 3, 2023



SPOHN RANCH, INC.
P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE
LOS ANGELES, CA 90230

LET'S ROLL.

| SCOPE OF WORK: | ESTIMATED COST: |
|--|-----------------|
| CONSTRUCTION DOCUMENTS | CONTRACTED |
| MOBILIZATION & GENERAL CONSTRUCTION REQUIREMENTS | \$75,000.00 |
| DRAINAGE | \$25,000.00 |
| EARTHWORK | \$60,000.00 |
| CONCRETE ELEMENTS/TERRAIN | \$540,000.00 |
| CONCRETE FLATWORK | \$150,000.00 |
| STEEL COPING, EDGE PROTECTION & GRIND RAILS | \$70,000.00 |
| ENHANCEMENTS (COLOR, TEXTURE, NATURAL ELEMENTS) | \$75,000.00 |
| TOTAL ESTIMATED COST: | \$995,000.00 |

CLIENT TO PROVIDE / PROVIDED BY OTHERS:

- Temporary access to restroom, water source, power source and dumpster within 150' of skatepark footprint
- Export cut material generated by Spohn's bowl excavation and fine grading
- Paving outside of skatepark footprint
- Joints for paving abutting concrete placed by Spohn
- Site amenities including signage, shade structure, spectator benches, etc.
- Site restoration including topsoil, landscaping, irrigation, etc.
- Balance of work not expressly described in Spohn's scope of work

ASSUMPTIONS:

- Estimate does not include prevailing wage
- Estimate does not include bonding
- Estimate does not include permit fees
- Estimate does not include 3rd party testing/inspections
- Estimate does not include wet excavation and dewatering
- Estimate does not include private utility locates
- Estimate does not include relocating existing utilities
- Estimate does not include graffiti removal
- Estimate does not include rock excavation and disposal
- Estimate does not include hazardous material abatement, removal, handling, or disposal
- Estimate does not include taxes other than payroll taxes and sales taxes on materials when project is not tax exempt
- Estimate does not include any work not expressly described in Spohn Ranch's scope of work
- Estimate does not include as-built survey upon completion of construction

NOTES:

- This cost estimate was prepared in advance of the geotechnical engineering results. The final price may be affected if soil conditions are determined to be poor or insufficient.
- This cost estimate reflects the concept design prepared on 1/3/23. The final design may be very different in shape and structure. An updated cost estimate will be provided once the design is finalized.



January 10, 2023

Re: Letter of support for the South Ogden City 40th Street Skatepark Project

To Whom It May Concern:

On behalf of Gear:30, I submit this letter of support for the 2023 South Ogden City 40th Street Skatepark grant application.

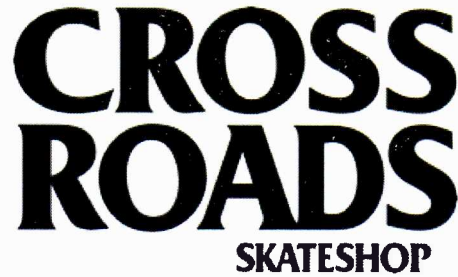
Skateparks have proven to provide many positive, healthy benefits to the community. These benefits include improved physical, emotional, and mental health as well as stronger social connections. Weber County lacks a quality skatepark facility and Gear:30 is excited to see that South Ogden City is ready and committed to building a state-of-the-art facility for our youth and their families. This project is important to our customer base who love and enjoy outdoor activities.

Gear:30 supports and encourages RAMP's strong consideration of South Ogden City's grant application.

Sincerely,

A handwritten signature in black ink, which appears to read "Mark B. Adams". The signature is written in a cursive, flowing style.

Mark Adams, owner



January 6, 2023

Re: Letter of support for the South Ogden City 40th Street Skatepark Project

To Whom It May Concern:

On behalf of Crossroads Skateshop, I submit this letter of support for the 2023 South Ogden City 40th Street Skatepark grant application.

Skateparks have proven to provide many positive, healthy benefits to the community. These benefits include improved physical, emotional, and mental health as well as stronger social connections. Skateboarding has also proven to breakdown down racial & financial barriers in communities across the globe. I personally don't know where I would be without skateboarding. Weber County currently lacks a quality skatepark facility and the skateboarding community around here is excited to see that South Ogden City is ready and committed to building a state-of-the-art facility for our youth and their families.

On behalf of Crossroads Skateshop I invite RAMP's strong consideration of South Ogden City's grant application.

Sincerely,

A handwritten signature in black ink that reads "Austin Gumm".

Shop Manager & Buyer



January 10, 2023

Re: Letter of support for the South Ogden City 40th Street Skatepark Project

To Whom It May Concern:

On behalf of Dragan Boards, I submit this letter of support for the 2023 South Ogden City 40th Street Skatepark grant application.

Skateparks have proven to provide many positive, healthy benefits to the community. These benefits include improved physical, emotional, and mental health as well as stronger social connections. Weber County lacks a quality skatepark facility and Dragan is excited to see that South Ogden City is ready and committed to building a state-of-the-art facility for our youth and their families. Our staff and families will use this facility often and look forward to it

On behalf of Dragan Boards I invite RAMP's strong consideration of South Ogden City's grant application.

Sincerely,

Brinton Gundersen

CEO - Draganboards

Brinton@Draganboards.com



To: RAMP

From: Derek T. Bowles, LCSW

Re: South Ogden Skate Park

To Whom It May Concern:

I am writing this letter in support of the proposed Skate Park to be in South Ogden. As an owner of residential treatment centers throughout Weber County we have personally seen the positive effects of skateboarding for our students and adolescents alike. Skateboarding is a unique opportunity for individuals to work on mastery as they build self-esteem.

Many of the people who enjoy adventure-based sports are drawn to these sports as traditional team-oriented sports have not been inclusive and are fiscally unattainable. A community-based park that is free to use and is open to all is ideal for those who still want to be physically active and in the outdoors. The literature is clear that being outdoors and physically active helps in reducing anxiety, depression, and symptoms of ADD/ADHD. It is also evident that the nature of skateboarding with its difficult, yet progressive nature of riding is a benefit to adolescents' growth and self-mastery. I have witnessed this on numerous occasions, and it has been a source of growth and development that otherwise would not have been accomplished.

As a small business owner, a primary therapist and father I fully support and encourage the building of a skatepark in the South Ogden area.

Sincerely

Derek T, Bowles, LCSW
Founder Crossroads Academy and Crossroads Skatepark
Bowles.derek@gmail.com
801.791.2316



25th Street Pizza LLC
Dba Lucky Slice Pizza
3560 Riverdale Road
Ogden, UT 84405

January 5, 2023

Re: Letter of support for the South Ogden City 40th Street Skatepark Project

To Whom It May Concern:

On behalf of Lucky Slice Pizza, but also skateboarders county-wide, I submit this letter of support for the 2023 South Ogden City 40th Street Skatepark grant application.

Skateboarding taught me invaluable lessons as a youth that I utilize daily as an entrepreneur. I truly believe that the discipline learned by skateboarders make them entrepreneurial by nature and benefit them and their communities for their whole lives.

A few small examples of how skateboarding has affected my life:

- From years of skating I learned that perseverance is the key to success, and that failure can only be overcome by trying again. In skateboarding you rarely land a trick first try, and you must build your skill set from doing it repeatedly. The same is true in most work, but especially true in entrepreneurship: You rarely succeed the first try and to meet continued success you must hone your skill set constantly.
- I also learned to be self-starting from skateboarding. While you can, and do often, skateboard with friends your progress as a skateboarder is driven by your own will and effort. The ability to be a self-starter is critical in today's world and those of us that aren't scared to pursue what we want find more success and satisfaction.
- Additionally, I learned about and from other people through skateboarding. Although it is not a team sport, it is a sport where individuals interact and share knowledge and experience with each other. In a way, the skatepark is a never-ending networking event. I met so many diverse people through skateboarding that nothing else in my life, including school, ever came close to giving me the same experience. I use the same communication skills I learned at the skatepark as a youth currently with customers, employees, colleagues, and the rest of the community to build my business and be a positive influence.

Weber County would benefit from the installation of a new a skatepark facility, and I am excited to see that South Ogden City is ready and committed to building a state-of-the-art facility for our youth and their families.

On behalf of Lucky Slice Pizza I invite RAMP's strong consideration of South Ogden City's grant application.

Sincerely,

Nick VanArsdell, Co-owner Lucky Slice Pizza



801-820-0265
info@redemptionutah.com

Physical Address:
585 39th St.
South Ogden, UT 84403

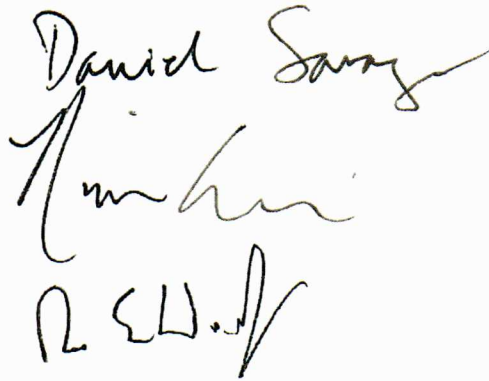
Mailing Address:
PO Box 150211
Ogden, UT 84403

To Whom It May Concern,

We, the pastors at Redemption Church, support the construction of the 40th Street skatepark. The skatepark in discussion would be located directly in front of our building. Several of our congregants would use this skatepark regularly. One of our goals as a church is to be integrated with and be a support for the community of South Ogden. We care deeply about our community and we see this as an excellent opportunity to be more involved with the whole community.

Thank you for pursuing the construction of the skatepark and for your investment in the lives of the people of South Ogden!

Sincerely,

Three handwritten signatures in black ink. The top signature is 'Daniel Savage', the middle one is 'Kimberly', and the bottom one is 'R. E. W.' followed by a flourish.

January 9, 2023

Letter of support for the South Ogden City 40th Street Skatepark Project

To Whom It May Concern:

On behalf of The Front Climbing Club, I submit this letter of support for the 2023 South Ogden City 40th Street Skatepark grant application.

Skateparks have proven to provide many positive, healthy benefits to the community. These benefits include improved physical, emotional, and mental health as well as stronger social connections. Weber County lacks a quality skatepark facility and The Front is excited to see that South Ogden City is ready and committed to building a state-of-the-art facility for our youth and their families.

On behalf of The Front Climbing Club, I invite RAMP's strong consideration of South Ogden City's grant application.

Sincerely,

Benni Hanna



The Rose Club

January 4, 2023

Re: Letter of support for the South Ogden City 40 th Street Skatepark Project

To Whom It May Concern:

On behalf of The Rose Club, I submit this letter of support for the 2023 South Ogden City 40 th Street Skatepark grant application.

Skateparks have proven to provide many positive, healthy benefits to the community. These benefits include improved physical, emotional, and mental health as well as stronger social connections. Weber County lacks a quality skatepark facility and The Rose Club is excited to see that South Ogden City is ready and committed to building a state-of-the-art facility for our youth and their families.

On behalf of The Rose Club I invite RAMP's strong consideration of South Ogden City's grant application.

Sincerely,

Michelle Tierney
The Rose Club Founder



January 4, 2023

Re: Letter of support for the South Ogden City 40 th Street Skatepark Project

To Whom It May Concern:

On behalf of Cody Lee, I submit this letter of support for the 2023 South Ogden City 40th Street Skatepark grant application.

Skateparks have proven to provide many positive, healthy benefits to the community. These benefits include improved physical, emotional, and mental health as well as stronger social connections. Weber County lacks a quality skatepark facility in this neighborhood and Cody Lee is excited to see that South Ogden City is ready and committed to building a state-of-the-art facility for our youth and their families.

On behalf of Cody Lee, I invite RAMP's strong consideration of South Ogden City's grant application.

Sincerely,

Jeff Furton

January 9, 2023

Directive

65 S. Main St.
Logan, UT 84321

Re: Letter of support for the South Ogden City 40th Street Skatepark Project

To Whom It May Concern:

My name is Zach Shepherd, owner of Directive in Logan, Utah and I'd like to submit this letter of support for the 2023 South Ogden City 40th Street Skatepark grant application.

I have been on Skatepark Committees for multiple cities in Utah such as Hyrum, Smithfield, and Providence. I've seen the projects all the way through from initial council approval, to design and through construction. With every project we see an immediate positive response from not only the residents in the city with the skatepark but also the neighboring communities. It is impressive to see how much use a professionally built and designed skatepark can generate.

The extra funds provided by RAMP would help ensure South Ogden gets a state-of-the-art park that would be large enough to support the community. The city has already secured a reputable design/build skatepark company (Spohn Ranch) to assure that the park is built properly as it is a permanent addition to the city. As I've seen with the skateparks in my community, the better built parks get more usage and require less maintenance.

Skateparks have proven to provide many positive, healthy benefits to the community. These benefits include improved physical, emotional, and mental health as well as stronger social connections. In Cache County, skateparks rarely see a time in the day where there aren't residents using it, from spring to fall and even in the winter depending on the snow coverage. Weber County lacks a quality skatepark facility and Directive is excited to see that South Ogden City is ready and committed to building a state-of-the-art facility for their youth and their families.

On behalf of Directive, I invite RAMP's strong consideration of South Ogden City's grant application.

Sincerely,



Zach Shepherd
zach@directiveboardshop.com
435-770-6603



Lucky Slice Pizza
3560 Riverdale Rd. Ogden, UT 84405
www.theluckyslice.com

January 4, 2023

Re: Letter of support for the South Ogden City 40th Street Skatepark Project

To Whom It May Concern:

On behalf of the Lucky Slice Ownership group, our staff, and our friends around the community, we submit this letter of support for the 2023 South Ogden City 40th Street Skatepark grant application.

Skateboarding as a hobby and a sport has fought through its share of adversity to gain its popularity and engrain itself into the American culture. It is an affordable, accessible, and healthy recreation for millions of people around the globe. Over the past several decades it has grown exponentially in popularity and has even been given its well-deserved notoriety as an Olympic Sport.

Weber County lacks a quality skatepark facility. Our organization is excited to see that South Ogden City is ready and committed to building a state-of-the-art facility for our youth, their families, and our community.

On behalf of The Lucky Slice Team, we invite RAMP's strong consideration of South Ogden City's grant application.

Sincerely,

William Shafer, Mike McDonald and Nick VanArsdell



January 9, 2023

Re: Letter of support for the South Ogden City 40th Street Skatepark Project

To Whom It May Concern:

On behalf of Pushing Ahead, I submit this letter of support for the 2023 South Ogden City 40th Street Skatepark grant application. Skateparks have proven to provide many positive, healthy benefits to the community. These benefits include improved physical, emotional, and mental health as well as stronger social connections. We've seen these benefits as we have worked with vulnerable youth across Utah. Weber County lacks a quality skatepark facility and Pushing Ahead is excited to see that South Ogden City is ready and committed to building a state-of-the-art facility for our youth and their families. On behalf of Pushing Ahead I invite RAMP's strong consideration of South Ogden City's grant application.

Sincerely,

Derek Robison

Pushing Ahead Executive Director

dr@pushingahead.org

Exhibit "3"
Heritage Trail

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

THIS AGREEMENT is entered into and made effective the 14th day of March, 2023, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and SOUTH OGDEN CITY, a non-profit organization, located at 3950 Adams Ave, S. Ogden, UT 84403, hereinafter referred to as "RECIPIENT."

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

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

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

**SECTION ONE
RAMP FUND REQUIREMENTS**

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

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

"Cultural organization:"

(i) means:

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

(I) natural history;

(II) art;

(III) music;

(IV) theater;

(V) dance; or

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

(B) an administrative unit; and

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

(B) municipal or county cultural council having as its primary purpose the advancement and preservation of:
 - (I) history;
 - (II) natural history;
 - (III) art;
 - (IV) music;
 - (V) theater; or
 - (VI) dance.

- B. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701. et. seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- C. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, bad debt expense, or items not identified in the RAMP funding application.
- D. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2024. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2024, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Advisory Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Advisory Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.
- E. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to: all playbills, brochures, advertisements, flyers, banners and

newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.

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

SECTION TWO USE OF FUNDS

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

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

SECTION THREE CONSIDERATION

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

Heritage Trail Phase II..... \$42,000

SECTION FOUR EFFECTIVE DATE

- 4.1** This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2024 or within sixty (60) days of the project completion, whichever occurs earlier.

SECTION FIVE AUDIT

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

**SECTION SIX
MAINTENANCE AND AVAILABILITY OF RECORDS**

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

**SECTION SEVEN
ASSIGNMENT OR TRANSFER OF FUNDS**

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

**SECTION EIGHT
INDEPENDENT AGENCY**

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

SECTION NINE

INDEMNIFICATION

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

SECTION TEN INSURANCE

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

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

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

SECTION ELEVEN MISCELLANEOUS

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Bolos voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

By _____

Title_____

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

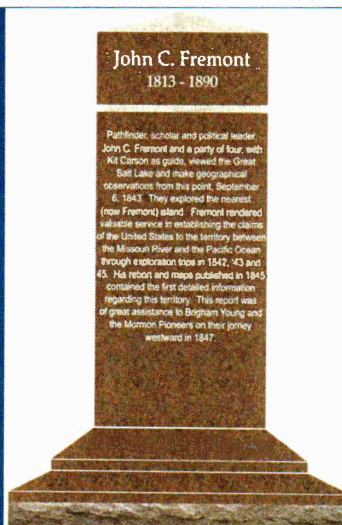
On the ____ day of _____, 2023, personally appeared before me _____
_____ who being by me duly sworn did say that she/he is
the _____ of the SOUTH OGDEN CITY, and that said instrument
was signed in behalf of said corporation by authority of its bylaws, and said person
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

SOUTH OGDEN CITY

ARTS AND MUSEUMS

Heritage Trail Phase II
R.A.M.P. Grant Application 2023



January 12, 2023





RAMP GRANT APPLICATION 2023

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

See Filing Deadlines on the Back of This Application

TYPE OF GRANT

☐ Major (\$200,000 and up) ☒ Regular (\$2,001 to \$199,999)

GRANT CATEGORY AND CLASSIFICATION

Parks & Recreation

☐ Recreational Facility

Arts & Museums

☒ Cultural Facility

☐ Cultural Organization

ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

South Ogden City

Address

3950 Adams Ave.

City

South Ogden Utah

State

Zip Code

84403

Contact Person

Matt Dixon

Title or Position

City Manager

Phone No.

801.622.2702

Fax No.

Email Address

mdixon@southogdencity.gov

Alternate Contact Person

Doug Gailey

Title or Position

Assistant City Manager

Phone No.

801.622.2727

Fax No.

Email Address

dgailey@southogdencity.gov

Date of Incorporation: July 1936

Federal Tax ID Number: 12391277-002-STC

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

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

PROJECT NAME: Heritage Trail Phase II

Priority of This Project:

(If you have multiple requests)

2

Funds Requested From RAMP: \$ 68,172

Total Cost of Project: \$ 115,128

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

Would You Accept Partial Funding? Yes ☒ No ☐

If An Event, What Is the Date: _____

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

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

South Ogden City's mission expresses the city's commitment to "...preserving and enhancing quality of life." The Heritage Trail project helps fulfill this mission by providing a unique, creative way for individuals and families to enjoy the outdoors while preserving the area's rich history.

In 2022 RAMP awarded \$48,216 in support of Phase I of this project. With that support, the city was able to also solicit support from the Emma Eccles Jones Foundation (\$20,000), Bank of Utah (\$7,500), Sons of Utah Pioneers (\$10,000), Goldenwest Credit Union (\$5,000), and South Ogden City (\$20,000). The city is seeking funding to help with Phase II which will include the creation and placement of an additional 4 historical monuments along the trail. The city has an active Heritage Trail Committee that has created a list of monuments to be included in this project. Between the funding raised in 2022 and the funding the city hopes to raise in 2023, the city hopes to have the first seven (7) monuments created and installed within the next 18 months.

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

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

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

This project uniquely combines outdoor, physical activity, recreation, and the area's rich history. The city anticipates this project will impact thousands of people each year who visit the park for recreation, sports, festivals & events, etc. Additionally, this project is adjacent to H. Guy Child Elementary, South Ogden Jr. High School as well as the Weber County Library and will provide opportunity for students to get out and learn more about the area's history.

Explain What Funding Resources Your Organization Has:

South Ogden has committed \$37,500 in cash and in-kind resources to help with this phase of the project. The cash contributions (\$25,000) will come from park impact fees and general fund resources. The in-kind contributions (\$13,500) will come from project oversight and site preparation by city parks employees.

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

RAMP's logo will be added to project signage and each monument that is purchased with RAMP funding. Additionally, the city will add RAMP on all advertising and promotional materials involved with the project's construction, etc. This will include the city website and social media sites.

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

- ☐ Read the information sheet for completing a RAMP application
- ☐ File timely **(Deadline for filing Major & Regular Grants – January 13, 2023. EZ Grants – March 23, 2023)**
- ☐ Complete all areas of the application
- ☐ Attach proof of nonprofit status
- ☐ Provide your organization's mission statement
- ☐ Attach detailed budget for entire project and an explanation of how the RAMP funds will be used
(This would include any matching funds and/or letters of support)
- ☐ **Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- ☐ Sign and date the application
- ☐ Remove the information sheet and charts
- ☐ Submit fifteen (15) copies of the application and supporting documents

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

Matthew J. Dixon
Signature

City Manager
Title

Jan. 12, 2023
Date

FILING DEADLINE FOR MAJOR GRANTS: January 13, 2023 5:00 pm

FILING DEADLINE FOR REGULAR GRANTS: January 13, 2023 5:00 pm

FILING DEADLINE FOR EZ GRANTS: March 24, 2023 5:00 pm

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

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

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

Rev 11/2020

HERITAGE TRAIL PHASE II PROJECT BUDGET

Organization: South Ogden City

| PHASE II | | |
|---|-----------|----------------|
| Income | | |
| South Ogden General Fund & Impact Fees (allocated matching funds) | \$ | 25,000 |
| Other donations | \$ | 9,456 |
| RAMP 2023 | \$ | 68,172 |
| In-Kind Contributions | | |
| Services: (x number of hours @ \$20/hr) | | |
| South Ogden Administrative Staff Time | \$ | 5,000 |
| Parks Staff Project Management | \$ | 7,500 |
| Total Income | \$ | 115,128 |

| | | |
|---|-----------|----------------|
| Expenses | | |
| Monument IV (Railroad & Transportation) construction & set | \$ | 22,724 |
| Site Preparation (Concrete and Foundation) for Monument IV | \$ | 2,933 |
| Monument V (Trappers & Mountain Men) construction & set - RAMP | \$ | 22,724 |
| Site Preparation (Concrete & Foundation) for Monument V | \$ | 2,933 |
| Monument VI (Pioneers) construction & set - RAMP | \$ | 22,724 |
| Site Preparation (Concrete and Foundation) for Monument VI | \$ | 2,933 |
| Monument VII (Americanization) construction & set - RAMP | \$ | 22,724 |
| Site Preparation (Concrete and Foundation) for Monument VII | \$ | 2,933 |
| In-Kind as Covered Expenses | | |
| Services: (x number of hours @ \$20/hr) | | |
| South Ogden Administrative Staff Time | \$ | 5,000 |
| Parks Staff Project Management | \$ | 7,500 |
| Total Expenses | \$ | 115,128 |

SOUTH OGDEN CITY HERITAGE TRAIL

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

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

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

Monument Example



Sons of the Utah Pioneers QR Code



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



SOUTH OGDEN CITY HERITAGE TRAIL

In partnership with the

Ogden Chapter of the Sons
of the Utah Pioneers, South

Ogden City is excited to
develop a Heritage Trail at
Friendship Park.



HERITAGE TRAIL MONUMENTS

South Ogden City Council

Prioritized on Jan. 03, 2023

PHASE I

Monument 1: (Gene Sessions Lead)

- A. Geology
- B. Geography
- C. Lake Bonneville

Monument 2: Native Americans (Gene Sessions Lead)

- A. Archaic
- B. Fremont Indians/Anasazi Indians
- C. Historic (Shoshone) Indians

Monument 3: Area Exploration (Richard Sadler Lead)

- A. Spanish
- B. American Government (Fremont, Kit Carson, Stansbury, King)
- C. _____

Monument 4: Railroad & Transportation

- A. Transcontinental
- B. Builders (Chinese, Irish, Mormons)
- C. Utah Central, Bamberger, Ogden Canyon

PHASE II

Monument 5: Trappers/Mountain Men

- A. Weber
- B. Provo, Ogden
- C. Goodyear

Monument 6: Pioneers

- A. Donners (trailblazers)
- B. Mormon Pioneers
- C. Others

Monument 7: Americanization

- A. Culture (newspaper, media, writers, religion)
- B. Territory to Statehood (Weber County)
- C. Governmental & Legal Structure

Monument 8: Entrepreneurs

- A. Browning
- B. Utah Construction
- C. David Eccles, Thomas Dee

FUTURE PHASES:

Monument 9: War Industries/Locations

- A. HAFB
- B. DDO/POWs
- C. WWII

Monument 10: Education

- A. Local District Schools (wards, Burch Creek, H.Guy, Bonneville)
- B. Sacred Heart Academy
- C. Secondary and Higher Ed (WSU)

Monument 11: Water & Conservation

- A. Irrigation (canals, dams, water districts, etc.)
- B. Conservation
- C. _____

Monument 12: Recreation

- A. Dams, (Pineview Dam, Willard Bay)
- B. Skiing
- C. Trails

Monument 13: Healthcare

- A. Diseases (Spanish Flu)
- B. Hospitals (McKay Dee, St. Benedicts Ogden Regional)
- C. Nurse Training (Dee Hospital)

OTHER POTENTIAL MONUMENTS/IDEAS

- Great Depression
- Religions
- Ethnic Contributions
- Influential Women



MARK H. BOTT COMPANY

1679 Washington Boulevard, Ogden, UT 84404

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



PURCHASE AGREEMENT AND WORK ORDER

EXECUTED THIS 12 DAY OF JANUARY, 20 22

MATERIAL/COLOR RUSHMORE MAHOGANY GRANITE VASES _____

SIZE 4' Wide x 3' 8" Front - Back x 5' 6" Tall BASE Text

DESIGN # MHB - Design "B" ~~SET FLUSH~~ SET ON SLOPE

MD: Dakota C.SPRING _____ R. EDGE _____ MATT _____

Email Design 22 September, 2021

Approval 14 July, 2022 *

Scanned _____

* Price Change per Attachment "C"

14 July, 2022

Freight Cost Increase

Granite Cost Increase



1" LETTERS

3/4" SPACING BETWEEN LINES

LETTERING ON (3) THREE SIDES

~~MEMORIAL FACES~~ ~~FATHER ON~~ TO BE INSTALLED IN HERITAGE TRAIL ~~CEMETERY~~
DURING THE Spring/Summer OF 20 23 OR AS SOON, THEREAFTER, AS CONDITIONS SUCH AS STRIKES, DELIVERY DELAYS, ACCIDENTS, WEATHER CONDITIONS, OR OTHER CAUSES BEYOND OUR CONTROL WILL PERMIT.

Monument One \$ 22,724.00

Monument Two 22,724.00

Total for Project \$ 45,448.00

Deposit (1/2) _____

Check # _____

Date _____

Balance Remaining \$ _____ (Upon Completion)

Check # _____

Date _____

GRANITE (3) SIDED MONUMENT COST INCLUDES:

- *Granite
- *Freight
- *Lettering (3) Sides
- *Truck & Cranes
- *Placement on Site

Does not include cement / foundation work

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

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

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

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

PURCHASER S.Ogden City Corp. / Matt Dixon, City Manager

ADDRESS _____

CITY _____ ST _____ ZIP _____

PHONE 801-388-4667 (Lynn Call 801-600-5252)

EMAIL mdixon@southogdencity.gov

Matthew Dixon

Date 12/02/22

PURCHASER'S SIGNATURE

Mark H. Bott

Owner, Pres, CM, AICA

MARK H. BOTT COMPANY REPRESENTATIVE

South Ogden City Copy



8 January 2023

R.A.M.P. Committee
c/o Weber County Commission
2380 Washington Boulevard #360
Ogden, UT 84401

Dear R.A.M.P. Committee:

I am writing this letter in support of the request by South Ogden City for an additional allocation of \$65,000 of RAMP funds. As you are aware the local chapter of The National Society of the Sons of Utah Pioneers (Ogden Pioneer Chapter) has partnered with South Ogden City for the creation of a monuments trail in Friendship Park. The local SUP chapter has dedicated \$10,000 of its own funds and, in addition, has raised over \$35,000 in private donations.

This project would be a wonderful addition to the Historic/Pioneer monuments that we have throughout the State of Utah and the Intermountain West. It furthers one of the missions of the National Society: "Preserve the memory and heritage of the early pioneers of the Utah Territory and the western U.S." Other partners have indicated interest in joining in this project, such as, the Northern Shoshone Indian Nation, however, to this point an amount of funding has not been committed.

As a National Society, we wholeheartedly support this project of the Local SUP Chapter partnership with South Ogden City and encourage your favorable consideration of this request.

Respectfully,

L. Nate Pierce
President-Elect
National Society of the Sons of Utah Pioneers

National Society of the Sons of Utah Pioneers
3301 E. Louise Avenue
Salt Lake City, UT 84109

Phone: 801-484-4441
888-827-2746
Email: sup1847@gmail.com



January 9, 2023

Dear RAMP Board Members,

The Ogden Pioneer Chapter of Sons of Utah Pioneers are excited to develop and continue to support the development of the Heritage Trail at Friendship Park. This will provide a great educational opportunity for people to get outside and learn more about the history of Weber County. The monuments will showcase our history and help all to gain a better understanding and appreciation of the challenges, struggles and victories this area has experienced.

After a winter storm destroyed the Kit Carson monument on Washington Boulevard, an opportunity presented itself to showcase monuments in a better location. Working with South Ogden City, a plan has been developed to place historical monuments in Friendship Park. This will highlight the rich history of Weber County.

Sons of Utah Pioneers has committed \$10,000.00 to this project as well as securing other donations including a RAMP grant giving South Ogden about \$100,000.00 which will fund three monuments. We envision having about 15 monuments in this project.

We would appreciate your continued support and funding to this great project.

Ogden Pioneer Chapter Sons of Utah Pioneer

President: Edward Kleyn
Past President: Reed Richards
President Elect: Ralph Aardema
Vice President: Robert Scott
Secretary: Paul Stevenson
Treasurer: Noel Zabriske
Landmarks Committee: Lynn Call

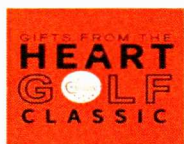


5320 Adams Ave Pkwy
Ogden, Utah 84405
801-476-7896
foundation.wsd.net

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Angie Towns
Kerry Wahlen
Michelle White

Executive Director
Emily Vause Oyler



Dear RAMP Board Members,

Weber School Foundation is honored to provide this letter of support for South Ogden City and Ogden Chapter of the Sons of Utah Pioneers funding request for the restoration of the Heritage Trail at Friendship Park.

The trail is located in the backyard of H. Guy Child Elementary School. This close proximity will provide an outdoor opportunity for Weber School District teachers to highlight how South Ogden was shaped and spotlight historical figures who were part of the community.

We hope that you will support this project.

Very Best,

Emily Oyler
Executive Director
Weber School Foundation



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

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Aric W. Manning, *Executive Director*
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Greg Romney, *Accounting & Office Coordinator*
Elizabeth DeWitte, *Web Development & Graphic Design*

January 11, 2023

RAMP Committee

Weber County Commission
2380 Washington Blvd. Ste. 360
Ogden, UT 84401

Dear RAMP Board Members,

The Trails Foundation of Northern Utah is in full support of South Ogden City and the Ogden Chapter of the Sons of Utah Pioneers request for RAMP funding in order to develop and move forward with the Heritage Trail Project at Friendship Park.

TFNU believes this project will help the community have the opportunity to learn more while being outside and being active. It gives people a fun and engaging way to better appreciate and understand the challenges, struggles and victories people faced along the way. These monuments will help tell the stories we often forget or lose over time. With such a rich history in the area, we do appreciate the efforts to help with such valuable history.

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

Sincerely,

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

Aric W. Manning
Executive Director
Trails Foundation of Northern Utah

January 12, 2023

Dear RAMP Board members,

What a difference one year makes! Last year, January 2022, the Executive Board of the Weber County Daughters of Utah Pioneers Museum wrote a letter of support for the proposed South Ogden City Heritage Trail, to be located at Friendship Park in South Ogden.

The idea to take a well known and used park and add historic monuments to educate the community is off and running! Three monuments have been ordered from BH Monument Company of Ogden and are being fabricated. The Ogden Chapter of the Sons of Utah Pioneers has been active in fundraising to continue the development of the project. Leaders of South Ogden City are an involved part of the development process.

We of the Weber Co. DUP Museum Executive Board write this letter to you, RAMP Board members, requesting that you continue to give RAMP funds to the Ogden Chapter of SUP as this project unfolds. This project has the scope to generate increased interest not only in the history of South Ogden City but all of Weber County .

Thank you for your support of such an exciting project.

Sincerely,

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

STAFF REPORT



SUBJECT: Friendship Park Playground Project
AUTHOR: Jon Andersen
DEPARTMENT: Parks & Recreation
DATE: 5-2-2022

RECOMMENDATION

City staff recommends the approval of the agreement with LSI for the Friendship Park Playground Project

BACKGROUND

South Ogden City was successful last year in receiving a Major RAMP Grant for funding of the Friendship Park Playground project in the amount of \$383,532. In the application, South Ogden agreed to match \$174,746 of the grant for preperation of the site where the playground would be installed. When the grant application was submitted there were no picnic or shade structures included. During the design of the project, staff realized this would be a good time to add four picnic shelters and three shade structures near the playground. When, therefore, bids went out for the construction of the playground, the City asked for two bids; one with and one without the shade structures and shelters. If the Council chooses not to include the shade structures and shelters with this contract, work will still be done to prepare the area for the structures and they will be installed at a later time.

This project will not start until June 19, 2023 due to South Ogden Days. We want to keep the Park in good/safe shape for the celebration. The playground has been ordered and has a premilinary arrival date of July 1-15, 2023. City staff will work with this contractor and the playground provider to complete the project in a timely manner. This site preparation project is to be completed in 45 days. The playground will be installed as soon as the site is ready. Installation will take approximately two weeks. If picnic shelters and shade structures are approved they will be installed as they are available.

ANALYSIS

South Ogden received two bids from qualified contractors for site preparation for the playground. The bids are as follows:

| | |
|-----------------------------|----------------------------------|
| Triple J Concrete, LLC | \$392,730.00 with structures |
| Triple J Concrete, LLC | \$187,130.00 with out structures |
| Landscape Specialties, Inc. | \$302,286.00 with structures |
| Landscape Specialties, Inc. | \$147,086.00 with out structures |

SIGNIFICANT IMPACTS

An impact of \$302,286.00 or \$147,086.00 to the Parks budget for this project, depending on the option approved.

ATTACHMENTS

Wasatch Civil Recommendation Memo

Bid Tabulation

Playground Design & Layout

Picnic & Shade Structure Locations Drawing



Memorandum

To: Jon Anderson
South Ogden City

From: Jory Wahlen
Wasatch Civil Consulting Engineering

Date: April 26, 2023

Subject: *Friendship Park Project*

In response to our advertisement for The Friendship Park Project posted on March 29, 2023, we received two bids. One from Landscape Specialties, INC. for \$302,286.00 and the second from Triple J Concrete, LLC for \$392,730.00. We recommend awarding the project to **Landscape Specialties, Inc.** for a contract amount of **\$302,286.00**.

The bids received were also reviewed without the shade and table structures. With those bid items removed from the project totals, Landscape Specialties, Inc. bid would be \$147,086.00 and Triple J Concrete, LLC. bid would be \$187,130.00. If the no shade structure option is preferred we recommend awarding the project **Landscape Specialties, Inc.** for a contract amount of **\$147,086.00**.



Friendship Park Project

South Ogden City Corporation

Bid Opening Date: April 20, 2023

| | | | | Engineer's Estimate | | Landscape Specialties, Inc. | | Triple J Concrete, LLC. | | | |
|----|---|----------|-------|---------------------|----------------------|-----------------------------|----------------------|-------------------------|----------------------|------------|----------------|
| | Description | Quantity | Units | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1 | Mobilization | 1 | L.S. | \$15,000.00 | \$15,000.00 | \$26,985.00 | \$26,985.00 | \$20,000.00 | \$20,000.00 | | \$0.00 |
| 2 | Grading and Excavation | 1 | L.S. | \$25,000.00 | \$25,000.00 | \$26,300.00 | \$26,300.00 | \$28,000.00 | \$28,000.00 | | \$0.00 |
| 3 | Remove Concrete | 1020 | S.F. | \$7.00 | \$7,140.00 | \$3.65 | \$3,723.00 | \$5.00 | \$5,100.00 | | \$0.00 |
| 4 | Remove Playground | 1 | L.S. | \$10,000.00 | \$10,000.00 | \$4,500.00 | \$4,500.00 | \$10,000.00 | \$10,000.00 | | \$0.00 |
| 5 | Remove Picnic Table | 1 | Each | \$900.00 | \$900.00 | \$300.00 | \$300.00 | \$400.00 | \$400.00 | | \$0.00 |
| 6 | Remove Bench | 2 | Each | \$600.00 | \$1,200.00 | \$60.00 | \$120.00 | \$400.00 | \$800.00 | | \$0.00 |
| 7 | Remove Trash Can | 2 | Each | \$400.00 | \$800.00 | \$30.00 | \$60.00 | \$400.00 | \$800.00 | | \$0.00 |
| 8 | Curb Wall (Concrete), Reinforced 6" x 18" | 435 | L.F. | \$55.00 | \$23,925.00 | \$25.00 | \$10,875.00 | \$50.00 | \$21,750.00 | | \$0.00 |
| 9 | 4" Thick Concrete Sidewalk | 590 | S.Y. | \$90.00 | \$53,100.00 | \$78.00 | \$46,020.00 | \$135.00 | \$79,650.00 | | \$0.00 |
| 10 | 1" gravel | 176 | Tons | \$30.00 | \$5,280.00 | \$56.00 | \$9,856.00 | \$40.00 | \$7,040.00 | | \$0.00 |
| 11 | Fabric Separator | 7,180 | S.F. | \$1.00 | \$7,180.00 | \$1.65 | \$11,847.00 | \$0.50 | \$3,590.00 | | \$0.00 |
| 12 | Polygon 8'x12' Shade Structure | 3 | Each | \$25,000.00 | \$75,000.00 | \$26,700.00 | \$80,100.00 | \$35,000.00 | \$105,000.00 | | \$0.00 |
| 13 | Polygon 8'x9' Picnic Table Shelter | 4 | Each | \$20,000.00 | \$80,000.00 | \$18,775.00 | \$75,100.00 | \$25,150.00 | \$100,600.00 | | \$0.00 |
| 14 | Landscape Restoration | 1 | L.S. | \$10,000.00 | \$10,000.00 | \$6,500.00 | \$6,500.00 | \$10,000.00 | \$10,000.00 | | \$0.00 |
| | | | | | \$ 314,525.00 | | \$ 302,286.00 | | \$ 392,730.00 | | \$ 0.00 |

Project Engineer _____
Jory Wahlen



Friendship Park Project

South Ogden City Corporation

Bid Opening Date: April 20, 2023

| | | | | Engineer's Estimate | | Landscape Specialties, Inc. | | Triple J Concrete, LLC. | | | |
|----|---|----------|-------|---------------------|----------------------|-----------------------------|----------------------|-------------------------|----------------------|------------|----------------|
| | Description | Quantity | Units | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1 | Mobilization | 1 | L.S. | \$15,000.00 | \$15,000.00 | \$26,985.00 | \$26,985.00 | \$20,000.00 | \$20,000.00 | | \$0.00 |
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| 4 | Remove Playground | 1 | L.S. | \$10,000.00 | \$10,000.00 | \$4,500.00 | \$4,500.00 | \$10,000.00 | \$10,000.00 | | \$0.00 |
| 5 | Remove Picnic Table | 1 | Each | \$900.00 | \$900.00 | \$300.00 | \$300.00 | \$400.00 | \$400.00 | | \$0.00 |
| 6 | Remove Bench | 2 | Each | \$600.00 | \$1,200.00 | \$60.00 | \$120.00 | \$400.00 | \$800.00 | | \$0.00 |
| 7 | Remove Trash Can | 2 | Each | \$400.00 | \$800.00 | \$30.00 | \$60.00 | \$400.00 | \$800.00 | | \$0.00 |
| 8 | Curb Wall (Concrete), Reinforced 6" x 18" | 435 | L.F. | \$55.00 | \$23,925.00 | \$25.00 | \$10,875.00 | \$50.00 | \$21,750.00 | | \$0.00 |
| 9 | 4" Thick Concrete Sidewalk | 590 | S.Y. | \$90.00 | \$53,100.00 | \$78.00 | \$46,020.00 | \$135.00 | \$79,650.00 | | \$0.00 |
| 10 | 1" gravel | 176 | Tons | \$30.00 | \$5,280.00 | \$56.00 | \$9,856.00 | \$40.00 | \$7,040.00 | | \$0.00 |
| 11 | Fabric Separator | 7,180 | S.F. | \$1.00 | \$7,180.00 | \$1.65 | \$11,847.00 | \$0.50 | \$3,590.00 | | \$0.00 |
| 14 | Landscape Restoration | 1 | L.S. | \$10,000.00 | \$10,000.00 | \$6,500.00 | \$6,500.00 | \$10,000.00 | \$10,000.00 | | \$0.00 |
| | | | | | \$ 159,525.00 | | \$ 147,086.00 | | \$ 187,130.00 | | \$ 0.00 |

Project Engineer _____
Jory Wahlen



Friendship Park South Ogden City

23-10660A.BTR

Sales Representative



Equipment Manufacturer



POST & COMPONENT

- Forest Green
- Brown

ROTMOLD PLASTIC

- Forest Green
- Brownstone
- Beige
- Tropical Yellow
- Chartreuse

2-COLOR PLASTIC

- Beige-Gray

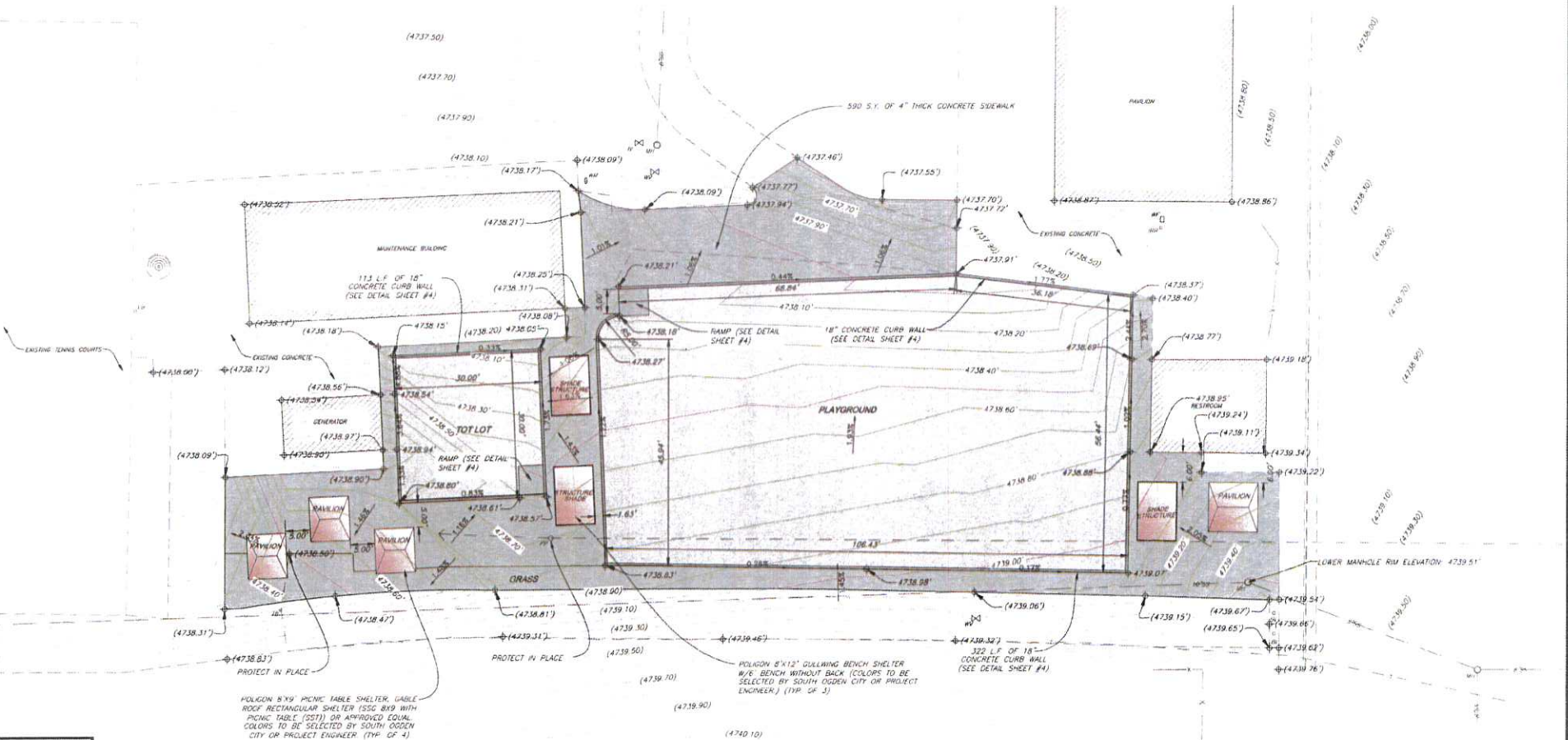
ROPE & SHADE

- Green

ECO-ARMOR

- Gray

- Desert Sand



LEGEND

| | | | |
|------|-----------------------|-----|-------------------------|
| SS | SANITARY SEWER | WV | WATER VALVE |
| 10 | 10" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 12 | 12" CORM DRAIN PIPE | AW | WATER METER |
| 18 | 18" CORM DRAIN PIPE | MAH | MANHOLE |
| 24 | 24" CORM DRAIN PIPE | CB | CATCH BASIN |
| 30 | 30" CORM DRAIN PIPE | CL | CLEAN OUT |
| 36 | 36" CORM DRAIN PIPE | SL | STREET LIGHT |
| 42 | 42" CORM DRAIN PIPE | MP | MOWER POLE |
| 48 | 48" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 54 | 54" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 60 | 60" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 66 | 66" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 72 | 72" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 78 | 78" CORM DRAIN PIPE | PO | POWER BOX |
| 84 | 84" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 90 | 90" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 96 | 96" CORM DRAIN PIPE | TR | TRANSFORMER |
| 102 | 102" CORM DRAIN PIPE | BL | BOLLARD |
| 108 | 108" CORM DRAIN PIPE | SW | SWITCH |
| 114 | 114" CORM DRAIN PIPE | WV | WATER VALVE |
| 120 | 120" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 126 | 126" CORM DRAIN PIPE | AW | WATER METER |
| 132 | 132" CORM DRAIN PIPE | MAH | MANHOLE |
| 138 | 138" CORM DRAIN PIPE | CB | CATCH BASIN |
| 144 | 144" CORM DRAIN PIPE | CL | CLEAN OUT |
| 150 | 150" CORM DRAIN PIPE | SL | STREET LIGHT |
| 156 | 156" CORM DRAIN PIPE | MP | MOWER POLE |
| 162 | 162" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 168 | 168" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 174 | 174" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 180 | 180" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 186 | 186" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 192 | 192" CORM DRAIN PIPE | PO | POWER BOX |
| 198 | 198" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 204 | 204" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 210 | 210" CORM DRAIN PIPE | TR | TRANSFORMER |
| 216 | 216" CORM DRAIN PIPE | BL | BOLLARD |
| 222 | 222" CORM DRAIN PIPE | SW | SWITCH |
| 228 | 228" CORM DRAIN PIPE | WV | WATER VALVE |
| 234 | 234" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 240 | 240" CORM DRAIN PIPE | AW | WATER METER |
| 246 | 246" CORM DRAIN PIPE | MAH | MANHOLE |
| 252 | 252" CORM DRAIN PIPE | CB | CATCH BASIN |
| 258 | 258" CORM DRAIN PIPE | CL | CLEAN OUT |
| 264 | 264" CORM DRAIN PIPE | SL | STREET LIGHT |
| 270 | 270" CORM DRAIN PIPE | MP | MOWER POLE |
| 276 | 276" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 282 | 282" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 288 | 288" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 294 | 294" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 300 | 300" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 306 | 306" CORM DRAIN PIPE | PO | POWER BOX |
| 312 | 312" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 318 | 318" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 324 | 324" CORM DRAIN PIPE | TR | TRANSFORMER |
| 330 | 330" CORM DRAIN PIPE | BL | BOLLARD |
| 336 | 336" CORM DRAIN PIPE | SW | SWITCH |
| 342 | 342" CORM DRAIN PIPE | WV | WATER VALVE |
| 348 | 348" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 354 | 354" CORM DRAIN PIPE | AW | WATER METER |
| 360 | 360" CORM DRAIN PIPE | MAH | MANHOLE |
| 366 | 366" CORM DRAIN PIPE | CB | CATCH BASIN |
| 372 | 372" CORM DRAIN PIPE | CL | CLEAN OUT |
| 378 | 378" CORM DRAIN PIPE | SL | STREET LIGHT |
| 384 | 384" CORM DRAIN PIPE | MP | MOWER POLE |
| 390 | 390" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 396 | 396" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 402 | 402" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 408 | 408" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 414 | 414" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 420 | 420" CORM DRAIN PIPE | PO | POWER BOX |
| 426 | 426" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 432 | 432" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 438 | 438" CORM DRAIN PIPE | TR | TRANSFORMER |
| 444 | 444" CORM DRAIN PIPE | BL | BOLLARD |
| 450 | 450" CORM DRAIN PIPE | SW | SWITCH |
| 456 | 456" CORM DRAIN PIPE | WV | WATER VALVE |
| 462 | 462" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 468 | 468" CORM DRAIN PIPE | AW | WATER METER |
| 474 | 474" CORM DRAIN PIPE | MAH | MANHOLE |
| 480 | 480" CORM DRAIN PIPE | CB | CATCH BASIN |
| 486 | 486" CORM DRAIN PIPE | CL | CLEAN OUT |
| 492 | 492" CORM DRAIN PIPE | SL | STREET LIGHT |
| 498 | 498" CORM DRAIN PIPE | MP | MOWER POLE |
| 504 | 504" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 510 | 510" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 516 | 516" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 522 | 522" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 528 | 528" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 534 | 534" CORM DRAIN PIPE | PO | POWER BOX |
| 540 | 540" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 546 | 546" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 552 | 552" CORM DRAIN PIPE | TR | TRANSFORMER |
| 558 | 558" CORM DRAIN PIPE | BL | BOLLARD |
| 564 | 564" CORM DRAIN PIPE | SW | SWITCH |
| 570 | 570" CORM DRAIN PIPE | WV | WATER VALVE |
| 576 | 576" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 582 | 582" CORM DRAIN PIPE | AW | WATER METER |
| 588 | 588" CORM DRAIN PIPE | MAH | MANHOLE |
| 594 | 594" CORM DRAIN PIPE | CB | CATCH BASIN |
| 600 | 600" CORM DRAIN PIPE | CL | CLEAN OUT |
| 606 | 606" CORM DRAIN PIPE | SL | STREET LIGHT |
| 612 | 612" CORM DRAIN PIPE | MP | MOWER POLE |
| 618 | 618" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 624 | 624" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 630 | 630" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 636 | 636" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 642 | 642" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 648 | 648" CORM DRAIN PIPE | PO | POWER BOX |
| 654 | 654" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 660 | 660" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 666 | 666" CORM DRAIN PIPE | TR | TRANSFORMER |
| 672 | 672" CORM DRAIN PIPE | BL | BOLLARD |
| 678 | 678" CORM DRAIN PIPE | SW | SWITCH |
| 684 | 684" CORM DRAIN PIPE | WV | WATER VALVE |
| 690 | 690" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 696 | 696" CORM DRAIN PIPE | AW | WATER METER |
| 702 | 702" CORM DRAIN PIPE | MAH | MANHOLE |
| 708 | 708" CORM DRAIN PIPE | CB | CATCH BASIN |
| 714 | 714" CORM DRAIN PIPE | CL | CLEAN OUT |
| 720 | 720" CORM DRAIN PIPE | SL | STREET LIGHT |
| 726 | 726" CORM DRAIN PIPE | MP | MOWER POLE |
| 732 | 732" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 738 | 738" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 744 | 744" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 750 | 750" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 756 | 756" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 762 | 762" CORM DRAIN PIPE | PO | POWER BOX |
| 768 | 768" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 774 | 774" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 780 | 780" CORM DRAIN PIPE | TR | TRANSFORMER |
| 786 | 786" CORM DRAIN PIPE | BL | BOLLARD |
| 792 | 792" CORM DRAIN PIPE | SW | SWITCH |
| 798 | 798" CORM DRAIN PIPE | WV | WATER VALVE |
| 804 | 804" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 810 | 810" CORM DRAIN PIPE | AW | WATER METER |
| 816 | 816" CORM DRAIN PIPE | MAH | MANHOLE |
| 822 | 822" CORM DRAIN PIPE | CB | CATCH BASIN |
| 828 | 828" CORM DRAIN PIPE | CL | CLEAN OUT |
| 834 | 834" CORM DRAIN PIPE | SL | STREET LIGHT |
| 840 | 840" CORM DRAIN PIPE | MP | MOWER POLE |
| 846 | 846" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 852 | 852" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 858 | 858" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 864 | 864" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 870 | 870" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 876 | 876" CORM DRAIN PIPE | PO | POWER BOX |
| 882 | 882" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 888 | 888" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 894 | 894" CORM DRAIN PIPE | TR | TRANSFORMER |
| 900 | 900" CORM DRAIN PIPE | BL | BOLLARD |
| 906 | 906" CORM DRAIN PIPE | SW | SWITCH |
| 912 | 912" CORM DRAIN PIPE | WV | WATER VALVE |
| 918 | 918" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 924 | 924" CORM DRAIN PIPE | AW | WATER METER |
| 930 | 930" CORM DRAIN PIPE | MAH | MANHOLE |
| 936 | 936" CORM DRAIN PIPE | CB | CATCH BASIN |
| 942 | 942" CORM DRAIN PIPE | CL | CLEAN OUT |
| 948 | 948" CORM DRAIN PIPE | SL | STREET LIGHT |
| 954 | 954" CORM DRAIN PIPE | MP | MOWER POLE |
| 960 | 960" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 966 | 966" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 972 | 972" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 978 | 978" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 984 | 984" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 990 | 990" CORM DRAIN PIPE | PO | POWER BOX |
| 996 | 996" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 1002 | 1002" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 1008 | 1008" CORM DRAIN PIPE | TR | TRANSFORMER |
| 1014 | 1014" CORM DRAIN PIPE | BL | BOLLARD |
| 1020 | 1020" CORM DRAIN PIPE | SW | SWITCH |
| 1026 | 1026" CORM DRAIN PIPE | WV | WATER VALVE |
| 1032 | 1032" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 1038 | 1038" CORM DRAIN PIPE | AW | WATER METER |
| 1044 | 1044" CORM DRAIN PIPE | MAH | MANHOLE |
| 1050 | 1050" CORM DRAIN PIPE | CB | CATCH BASIN |
| 1056 | 1056" CORM DRAIN PIPE | CL | CLEAN OUT |
| 1062 | 1062" CORM DRAIN PIPE | SL | STREET LIGHT |
| 1068 | 1068" CORM DRAIN PIPE | MP | MOWER POLE |
| 1074 | 1074" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 1080 | 1080" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 1086 | 1086" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 1092 | 1092" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 1098 | 1098" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 1104 | 1104" CORM DRAIN PIPE | PO | POWER BOX |
| 1110 | 1110" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 1116 | 1116" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 1122 | 1122" CORM DRAIN PIPE | TR | TRANSFORMER |
| 1128 | 1128" CORM DRAIN PIPE | BL | BOLLARD |
| 1134 | 1134" CORM DRAIN PIPE | SW | SWITCH |
| 1140 | 1140" CORM DRAIN PIPE | WV | WATER VALVE |
| 1146 | 1146" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 1152 | 1152" CORM DRAIN PIPE | AW | WATER METER |
| 1158 | 1158" CORM DRAIN PIPE | MAH | MANHOLE |
| 1164 | 1164" CORM DRAIN PIPE | CB | CATCH BASIN |
| 1170 | 1170" CORM DRAIN PIPE | CL | CLEAN OUT |
| 1176 | 1176" CORM DRAIN PIPE | SL | STREET LIGHT |
| 1182 | 1182" CORM DRAIN PIPE | MP | MOWER POLE |
| 1188 | 1188" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 1194 | 1194" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 1200 | 1200" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 1206 | 1206" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 1212 | 1212" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 1218 | 1218" CORM DRAIN PIPE | PO | POWER BOX |
| 1224 | 1224" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 1230 | 1230" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 1236 | 1236" CORM DRAIN PIPE | TR | TRANSFORMER |
| 1242 | 1242" CORM DRAIN PIPE | BL | BOLLARD |
| 1248 | 1248" CORM DRAIN PIPE | SW | SWITCH |
| 1254 | 1254" CORM DRAIN PIPE | WV | WATER VALVE |
| 1260 | 1260" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 1266 | 1266" CORM DRAIN PIPE | AW | WATER METER |
| 1272 | 1272" CORM DRAIN PIPE | MAH | MANHOLE |
| 1278 | 1278" CORM DRAIN PIPE | CB | CATCH BASIN |
| 1284 | 1284" CORM DRAIN PIPE | CL | CLEAN OUT |
| 1290 | 1290" CORM DRAIN PIPE | SL | STREET LIGHT |
| 1296 | 1296" CORM DRAIN PIPE | MP | MOWER POLE |
| 1302 | 1302" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 1308 | 1308" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 1314 | 1314" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 1320 | 1320" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 1326 | 1326" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 1332 | 1332" CORM DRAIN PIPE | PO | POWER BOX |
| 1338 | 1338" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 1344 | 1344" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 1350 | 1350" CORM DRAIN PIPE | TR | TRANSFORMER |
| 1356 | 1356" CORM DRAIN PIPE | BL | BOLLARD |
| 1362 | 1362" CORM DRAIN PIPE | SW | SWITCH |
| 1368 | 1368" CORM DRAIN PIPE | WV | WATER VALVE |
| 1374 | 1374" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 1380 | 1380" CORM DRAIN PIPE | AW | WATER METER |
| 1386 | 1386" CORM DRAIN PIPE | MAH | MANHOLE |
| 1392 | 1392" CORM DRAIN PIPE | CB | CATCH BASIN |
| 1398 | 1398" CORM DRAIN PIPE | CL | CLEAN OUT |
| 1404 | 1404" CORM DRAIN PIPE | SL | STREET LIGHT |
| 1410 | 1410" CORM DRAIN PIPE | MP | MOWER POLE |
| 1416 | 1416" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 1422 | 1422" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 1428 | 1428" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 1434 | 1434" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 1440 | 1440" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 1446 | 1446" CORM DRAIN PIPE | PO | POWER BOX |
| 1452 | 1452" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 1458 | 1458" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 1464 | 1464" CORM DRAIN PIPE | TR | TRANSFORMER |
| 1470 | 1470" CORM DRAIN PIPE | BL | BOLLARD |
| 1476 | 1476" CORM DRAIN PIPE | SW | SWITCH |
| 1482 | 1482" CORM DRAIN PIPE | WV | WATER VALVE |
| 1488 | 1488" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 1494 | 1494" CORM DRAIN PIPE | AW | WATER METER |
| 1500 | 1500" CORM DRAIN PIPE | MAH | MANHOLE |
| 1506 | 1506" CORM DRAIN PIPE | CB | CATCH BASIN |
| 1512 | 1512" CORM DRAIN PIPE | CL | CLEAN OUT |
| 1518 | 1518" CORM DRAIN PIPE | SL | STREET LIGHT |
| 1524 | 1524" CORM DRAIN PIPE | MP | MOWER POLE |
| 1530 | 1530" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 1536 | 1536" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 1542 | 1542" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 1548 | 1548" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 1554 | 1554" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 1560 | 1560" CORM DRAIN PIPE | PO | POWER BOX |
| 1566 | 1566" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 1572 | 1572" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 1578 | 1578" CORM DRAIN PIPE | TR | TRANSFORMER |
| 1584 | 1584" CORM DRAIN PIPE | BL | BOLLARD |
| 1590 | 1590" CORM DRAIN PIPE | SW | SWITCH |
| 1596 | 1596" CORM DRAIN PIPE | WV | WATER VALVE |
| 1602 | 1602" CORM DRAIN PIPE | TV | TYPE (H) SERVICE |
| 1608 | 1608" CORM DRAIN PIPE | AW | WATER METER |
| 1614 | 1614" CORM DRAIN PIPE | MAH | MANHOLE |
| 1620 | 1620" CORM DRAIN PIPE | CB | CATCH BASIN |
| 1626 | 1626" CORM DRAIN PIPE | CL | CLEAN OUT |
| 1632 | 1632" CORM DRAIN PIPE | SL | STREET LIGHT |
| 1638 | 1638" CORM DRAIN PIPE | MP | MOWER POLE |
| 1644 | 1644" CORM DRAIN PIPE | TL | TRAFFIC LIGHT |
| 1650 | 1650" CORM DRAIN PIPE | SS | 5/4" SUCR SERVICE |
| 1656 | 1656" CORM DRAIN PIPE | SW | SECONDARY WATER SERVICE |
| 1662 | 1662" CORM DRAIN PIPE | TD | TELEPHONE DUCT |
| 1668 | 1668" CORM DRAIN PIPE | ED | ELECTRIC BOX |
| 1674 | 1674" CORM DRAIN PIPE | PO | POWER BOX |
| 1680 | 1680" CORM DRAIN PIPE | SCD | SEWER CLEANOUT |
| 1686 | 1686" CORM DRAIN PIPE | NR | NURCULOG BOX |
| 1692 | 1692" CORM DRAIN PIPE | TR | TRANSFORMER |
| 169 | | | |

Resolution No. 23-15

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN
AGREEMENT WITH LANDSCAPE SPECIALTIES INC. FOR
CONSTRUCTION OF THE FRIENDSHIP PARK PLAYGROUND, 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 the needs of the Friendship Park playground within the city; and,

WHEREAS, the City was successful in applying for and receiving a Recreation, Arts, Museums, and Parks (RAMP) Grant from Weber County to address the needs of the Friendship Park playground; and,

WHEREAS, the City Council finds that the city staff recommends that the city adopt the contract with Landscape Specialties Inc. for construction of a new playground at Friendship Park; and,

WHEREAS, the City Council finds that Landscape Specialties Inc. has the professional ability to provide for these services to meet the city's needs; and,

WHEREAS, the City Council finds that City now desires to further those ends by contracting with Landscape Specialties Inc. to provide such services; and,

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

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

SECTION 2 - CONTRACT AUTHORIZED

That The "**Contract Agreement**" With Landscape Specialties Inc. For Construction of the Friendship Park Playground, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

SECTION 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 2nd day of May, 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 2nd day of May, 2023.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 23-15

Resolution Of South Ogden City Approving An Agreement With Landscape Specialties Inc. For Construction Of The Friendship Park Playground, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

02 May 23

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **LANDSCAPE SPECIALTIES, INC.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Approximately 12,200 square feet of park renovation. The work includes approximately 5,300 square feet of flat concrete work, seven shade structures, and associated work as indicated in the contract documents.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Friendship Park Project

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work will be completed within **45** days following Notice to Proceed (Notice to Proceed will not be issued until after June 20, 2023)

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

| <u>No.</u> | <u>Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------|---|-----------------|-------------|-------------------|---------------|
| 1 | Mobilization | 1 | L.S. | \$26,985.00 | \$26,985.00 |
| 2 | Grading and Excavation | 1 | L.S. | \$26,300.00 | \$26,300.00 |
| 3 | Remove Concrete | 1020 | S.F. | \$3.65 | \$3,723.00 |
| 4 | Remove Playground | 1 | L.S. | \$4,500.00 | \$4,500.00 |
| 5 | Remove Picnic Table | 1 | L.S. | \$300.00 | \$300.00 |
| 6 | Remove Bench | 2 | Each | \$60.00 | \$120.00 |
| 7 | Remove Trash Can | 2 | Each | \$30.00 | \$60.00 |
| 8 | Curb Wall (Concrete), Reinforced 6" x 18" | 435 | L.F. | \$25.00 | \$10,875.00 |
| 9 | 4" Thick Concrete Sidewalk | 590 | S.Y. | \$78.00 | \$46,020.00 |
| 10 | 1" Gravel | 176 | Tons | \$56.00 | \$9,856.00 |
| 11 | Fabric Separator | 7,180 | S.F. | \$1.65 | \$11,847.00 |
| 12 | Poligon 8'x16' Shade Structure | 3 | Each | \$26,700.00 | \$80,100.00 |
| 13 | Poligon 8'x9' Picnic Table Shelter | 4 | Each | \$18,775.00 | \$75,100.00 |
| 14 | Landscape Restoration | 1 | L.S. | \$6,500.00 | \$6,500.00 |

TOTAL OF ALL UNIT: Three Hundred Two Thousand Two Hundred Eighty-Six and 00/100 Dollars (\$302,286.00).

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. General Conditions;
 - 5. Supplementary Conditions;
 - 6. Specifications as listed in the table of contents of the Project Manual;
 - 7. Drawings as listed in the table of contents of the Project Manual;
 - 8. Exhibits this Agreements;
 - 1. Notice to Proceed;
 - 2. CONTRACTOR's Bid;
 - 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Written Amendments;
 - Work Change Directives;
 - Change Order(s).
- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms:* Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2023, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

LANDSCAPE SPECIALTIES, INC.

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Name: _____

Title: _____

Address: _____

Address: _____

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **LANDSCAPE SPECIALTIES, INC.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Approximately 12,200 square feet of park renovation. The work includes approximately 5,300 square feet of flat concrete work and associated work as indicated in the contract documents.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Friendship Park Project

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work will be completed within **45** days following Notice to Proceed (Notice to Proceed will not be issued until after June 20, 2023)

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

| <u>No.</u> | <u>Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------|---|-----------------|-------------|-------------------|---------------|
| 1 | Mobilization | 1 | L.S. | \$26,985.00 | \$26,985.00 |
| 2 | Grading and Excavation | 1 | L.S. | \$26,300.00 | \$26,300.00 |
| 3 | Remove Concrete | 1020 | S.F. | \$3.65 | \$3,723.00 |
| 4 | Remove Playground | 1 | L.S. | \$4,500.00 | \$4,500.00 |
| 5 | Remove Picnic Table | 1 | L.S. | \$300.00 | \$300.00 |
| 6 | Remove Bench | 2 | Each | \$60.00 | \$120.00 |
| 7 | Remove Trash Can | 2 | Each | \$30.00 | \$60.00 |
| 8 | Curb Wall (Concrete), Reinforced 6" x 18" | 435 | L.F. | \$25.00 | \$10,875.00 |
| 9 | 4" Thick Concrete Sidewalk | 590 | S.Y. | \$78.00 | \$46,020.00 |
| 10 | 1" Gravel | 176 | Tons | \$56.00 | \$9,856.00 |
| 11 | Fabric Separator | 7,180 | S.F. | \$1.65 | \$11,847.00 |
| 14 | Landscape Restoration | 1 | L.S. | \$6,500.00 | \$6,500.00 |

TOTAL OF ALL UNIT: One Hundred Forty-Seven Thousand Eighty-Six and 00/100 Dollars
(\$147,086.00).

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified

in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. General Conditions;
 - 5. Supplementary Conditions;
 - 6. Specifications as listed in the table of contents of the Project Manual;
 - 7. Drawings as listed in the table of contents of the Project Manual;
 - 8. Exhibits this Agreements;
 - 1. Notice to Proceed;
 - 2. CONTRACTOR's Bid;
 - 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Written Amendments;
 - Work Change Directives;
 - Change Order(s).
- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms:* Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2023, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

LANDSCAPE SPECIALTIES, INC.

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Name: _____

Title: _____

Address: _____

Address: _____

STAFF REPORT



SUBJECT: FY 2024 Tentative Budget
AUTHOR: Steve Liebersbach
DEPARTMENT: Finance
DATE: 5/02/2023

RECOMMENDATION

Staff recommends City Council adopt Resolution 23-16 Adopting the FY2024 Tentative Budget

BACKGROUND

State law requires the City to adopt its tentative budget for the upcoming fiscal year on or before the first regularly scheduled meeting in May.

ANALYSIS

As the governing body this is the first official step on your behalf in the process of compiling and eventually approving the FY 2024 Budget for the City. Finance has been working for a number of months preparing the numbers. The numbers in the Tentative Budget are preliminary and will change as the process unfolds. Some numbers will probably change substantially as more information and data is gathered in regards to the economic status and potential future impacts.

SIGNIFICANT IMPACTS

At this point there are no significant impacts.

ATTACHMENTS

Budget Timeline.



Overview & timeline for the FY 2024 Budget Process:

| | |
|-------------------------|---|
| May 2 nd | Council accepts FY 2024 Tentative Budget |
| May 16 th | Budget work session if necessary |
| June 6 th | Budget work session if necessary – utility fees & enterprise funds |
| June 20 st | Council adopts FY 2024 South Ogden City Acting Budget – based on the presumption the City will go through TnT |
| July 18 th | Budget work sessions if necessary <ul style="list-style-type: none">• Public hearing on utility fund transfers (utility franchise fees)• Public hearing for City not charging itself for utilities• Public hearing on Fraud Risk Assessment |
| August 1 st | Public hearing on FY 2024 Final Budget – Truth-in-Taxation |
| August 15 th | Council adopts FY 2024 South Ogden City Budget (w/Truth-in-Taxation) |
| August 29 th | Special meeting in necessary to further discuss budget implementation |

30 days after approval - Appropriate reports need to be filed with the State Auditor's Office

South Ogden City

FY 2024

Tentative Budget

May 02, 2023

Resolution – 23-16

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|---------------------------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| GENERAL FUND | | | | | |
| TAX REVENUE | | | | | |
| 10-31-100 | Property Tax Collections CY | 3,724,351 | 4,177,707 | 3,120,610 | 4,365,704 |
| 10-31-105 | Prop 1 Tax Increment | 425,870 | 413,638 | 292,832 | 455,073 |
| 10-31-200 | Property Tax - Delinquent | 80,570 | 63,266 | 45,907 | 44,801 |
| 10-31-250 | Motor Vehicle & Personal Prop. | 222,671 | 222,671 | 158,063 | 219,951 |
| 10-31-300 | General Sales and Use Taxes | 5,318,956 | 5,264,846 | 3,708,878 | 5,529,812 |
| 10-31-400 | Utility Franchise Fee | 379,499 | 394,104 | 288,114 | 394,104 |
| 10-31-500 | Franchise Tax | 248,036 | 243,208 | 135,992 | 242,625 |
| 10-31-550 | Municipal Energy Use Tax | 935,210 | 942,854 | 881,298 | 1,020,093 |
| Total TAX REVENUE: | | 11,335,163 | 11,722,294 | 8,631,693 | 12,272,163 |
| LICENSES & PERMITS | | | | | |
| 10-32-100 | Business Licenses | 137,323 | 127,000 | 124,269 | 147,180 |
| 10-32-200 | Building Permits | 280,604 | 83,313 | 225,225 | 171,080 |
| 10-32-300 | Animal Licenses | 9,560 | 9,060 | 7,117 | 10,334 |
| 10-32-325 | Micro-Chipping Fees | 1,260 | 970 | 5,250 | 100 |
| 10-32-350 | Animal Adoptions | 16,325 | 16,540 | 20,990 | 26,123 |
| 10-32-375 | Animal Shelter Fees | 4,057 | 4,808 | 555 | 653 |
| Total LICENSES & PERMITS: | | 449,129 | 241,691 | 383,406 | 355,470 |
| INTERGOVERNMENTAL REVENUE | | | | | |
| 10-33-150 | State Liquor Fund Allotment | 20,554 | 21,211 | 12,459 | 23,860 |
| 10-33-200 | ARPA - American Rescue Plan | .00 | 80,000 | .00 | .00 |
| 10-33-600 | State/Local Grants | 57,352 | 1,032,854 | 656,784 | 1,341,063 |
| 10-33-610 | Federal FEMA Awards | .00 | .00 | 55,737 | .00 |
| 10-33-900 | Class "C" Road Fund Allotment | 709,066 | 692,423 | 438,693 | 721,341 |
| 10-33-925 | Resource Officer Contract | 46,875 | 46,875 | 46,875 | 50,250 |
| Total INTERGOVERNMENTAL REVENUE: | | 833,847 | 1,873,363 | 1,210,547 | 2,136,514 |
| RECREATION & PLANNING FEES | | | | | |
| 10-34-200 | Baseball Revenue | 13,291 | 12,840 | 13,547 | 13,291 |
| 10-34-250 | Soccer | 5,308 | 4,722 | 5,801 | 5,308 |
| 10-34-300 | Spike/Kickball Fees | 315 | .00 | 55- | 315 |
| 10-34-350 | Basketball Fees | 17,415 | 17,315 | 19,328 | 17,415 |
| 10-34-352 | Comp Youth Basketball | 91,580 | 91,580 | 69,920 | 91,580 |
| 10-34-354 | Comp Adult Basketball | 10,800 | 11,700 | 12,620 | 10,800 |
| 10-34-375 | Flag Football | 3,043 | 3,043 | 3,235 | 3,043 |
| 10-34-450 | Volleyball Registration | 4,537 | 4,537 | 5,615 | 4,537 |
| 10-34-500 | Football | 15,597 | 3,677 | 1,086 | 15,597 |
| 10-34-505 | Football Apparel | 3,100 | 3,100 | 960 | 3,100 |
| 10-34-550 | Tennis / Pickleball | 280 | 280 | .00 | 280 |
| 10-34-700 | Plan Check Fee | 162,758 | 34,400 | 117,328 | 34,400 |
| 10-34-725 | Engineering Review Fees | 18,314 | 13,500 | 8,239 | 15,947 |
| 10-34-726 | Zoning/Subdivision Fees | 7,595 | 2,400 | 3,890 | 2,400 |
| 10-34-750 | Street Cut Fee | 4,593 | 4,400 | 4,885 | 4,400 |
| 10-34-850 | Bowery Rental | 3,275 | 1,800 | 1,400 | 1,800 |
| 10-34-875 | Sex Offender Registration Fee | 650 | 500 | 475 | 500 |
| 10-34-900 | Public Safety Reports | 19,197 | 14,100 | 17,885 | 14,100 |
| Total RECREATION & PLANNING FEES: | | 381,646 | 223,894 | 286,158 | 238,813 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|---|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| FINES & FORFEITURES | | | | | |
| 10-35-200 | Fines- Regular | 374,167 | 384,000 | 325,327 | 373,026 |
| 10-35-300 | Alarm Fines/Permits | 3,750 | 5,200 | 4,300 | 3,750 |
| Total FINES & FORFEITURES: | | 377,917 | 389,200 | 329,627 | 376,776 |
| MISCELLANEOUS REVENUE | | | | | |
| 10-36-100 | Interest | 45,478 | 38,200 | 249,248 | 358,630 |
| 10-36-105 | Cash Over/Short | 94 | .00 | 45- | .00 |
| 10-36-200 | Sub 4 Santa | 20 | .00 | .00 | .00 |
| 10-36-400 | Sales of Fixed Assets | 19,853 | .00 | 56,948 | .00 |
| 10-36-500 | 75th Anniversary Sales | 20 | .00 | 40 | .00 |
| 10-36-601 | Donations to South Ogden City | 6,620 | 7,126 | 12,853 | .00 |
| 10-36-700 | Contractual Agreement Reven | 168,586 | 175,447 | 131,080 | 160,283 |
| 10-36-900 | Misc. Revenue | 90,051 | 53,724 | 134,495 | 25,000 |
| Total MISCELLANEOUS REVENUE: | | 330,723 | 274,497 | 584,619 | 543,913 |
| CHARGE FOR SERVICE & TRANSFERS | | | | | |
| 10-39-150 | Lease Financing | 524,694 | 331,275 | .00 | .00 |
| 10-39-242 | Transfer in from Sewer Fund | 11,043 | 11,595 | 5,798 | 11,595 |
| 10-39-244 | Transfer in from Storm Drain | 15,950 | 16,748 | 8,374 | 16,748 |
| 10-39-250 | Transfer in from Water Fund | 57,668 | 60,551 | 30,276 | 60,551 |
| 10-39-300 | Transfer In From CPF | .00 | 125,000 | .00 | .00 |
| 10-39-350 | Charge for Service - CDRA | 5,615 | 3,730 | 2,800 | 3,730 |
| 10-39-400 | Charge for Service - Water Fnd | 268,668 | 270,256 | 202,696 | 270,256 |
| 10-39-410 | Charge for Service - Sewer Fnd | 230,820 | 261,388 | 196,048 | 261,388 |
| 10-39-420 | Charge for Svc - Storm Drn Fnd | 188,100 | 202,251 | 151,701 | 202,251 |
| 10-39-430 | Charge for Service - Grbge Fnd | 97,704 | 109,902 | 82,422 | 109,902 |
| 10-39-440 | Charge for Service - Amb Fnd | 66,564 | 70,742 | 53,057 | 70,742 |
| 10-39-700 | Appropriated Fund Bal-Class C | .00 | 50,000 | .00 | 50,000 |
| 10-39-800 | Appropriated Fund Balance | .00 | 763,258 | .00 | .00 |
| Total CHARGE FOR SERVICE & TRANSFERS: | | 1,466,827 | 2,276,696 | 733,171 | 1,057,163 |
| Total Revenue: | | 15,175,251 | 17,001,635 | 12,159,221 | 16,980,812 |
| COUNCIL | | | | | |
| 10-41-110 | Salaries and Wages | 65,623 | 72,313 | 59,395 | 77,519 |
| 10-41-130 | Employee Benefits | 7,918 | 8,632 | 8,675 | 9,254 |
| 10-41-210 | Books, Subscrip. & Memberships | 11,298 | 12,484 | 12,483 | 12,484 |
| 10-41-230 | Travel & Training | 5,598 | 6,890 | 6,839 | 6,890 |
| 10-41-240 | Supplies | .00 | 530 | 119 | 530 |
| 10-41-700 | Small Equipment | .00 | 796 | .00 | 796 |
| Total COUNCIL: | | 90,437 | 101,645 | 87,510 | 107,473 |
| LEGAL DEPARTMENT | | | | | |
| 10-42-110 | Salaries and Wages | 15,083 | 33,041 | 11,448 | 36,378 |
| 10-42-130 | Employee Benefits | 1,143 | 2,528 | 940 | 2,783 |
| 10-42-230 | Travel & Training | .00 | 1,530 | 1,234 | 1,530 |
| 10-42-240 | Supplies | .00 | 530 | .00 | 530 |
| 10-42-310 | Outside Legal Counsel | 51,710 | 60,000 | 54,460 | 107,880 |
| 10-42-320 | Prosecutorial Fees | 30,000 | 30,000 | 22,500 | 30,000 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|-------------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| Total LEGAL DEPARTMENT: | | 97,936 | 127,629 | 90,582 | 179,101 |
| Court Department | | | | | |
| 10-43-110 | Salaries & Wages | 171,388 | 202,885 | 163,535 | 223,061 |
| 10-43-130 | Employee Benefits | 55,898 | 62,724 | 54,640 | 79,925 |
| 10-43-210 | Books, Subscriptions, & Mbrshp | 349 | 530 | 238 | 530 |
| 10-43-230 | Travel & Training | 818 | 1,590 | 1,242 | 1,590 |
| 10-43-240 | Office Supplies | 4,009 | 3,152 | 6,837 | 3,152 |
| 10-43-275 | State Surcharge | 97,248 | 127,031 | 74,446 | 93,024 |
| 10-43-280 | Telephone | 300 | 319 | 225 | 319 |
| 10-43-300 | Public Defender Fees | 12,400 | 15,898 | 7,600 | 15,898 |
| 10-43-305 | Wasatch Constable Contract | 3,525 | 22,556 | 11,075 | 22,556 |
| 10-43-310 | Professional & Technical | 2,096 | 3,710 | 1,481 | 3,710 |
| 10-43-329 | Computer Repairs | 50 | 265 | .00 | 265 |
| 10-43-330 | Witness Fees | .00 | 1,100 | .00 | 1,100 |
| 10-43-700 | Small Equipment | 230 | 319 | 188 | 319 |
| 10-43-750 | Capital Outlay | .00 | .00 | 7,063 | .00 |
| Total Court Department: | | 348,311 | 442,079 | 328,569 | 445,449 |
| ADMINISTRATION | | | | | |
| 10-44-110 | Salaries and Wages | 587,119 | 711,030 | 544,100 | 790,068 |
| 10-44-112 | Overtime | 90 | .00 | .00 | .00 |
| 10-44-130 | Employee Benefits | 224,619 | 259,230 | 211,528 | 273,183 |
| 10-44-210 | Books, Subscriptions & Member | 3,605 | 4,239 | 3,540 | 4,239 |
| 10-44-230 | Travel & Training | 16,227 | 19,608 | 13,759 | 19,608 |
| 10-44-240 | Office Supplies & Miscell | 4,077 | 6,890 | 2,302 | 6,890 |
| 10-44-247 | Car Allowance | 6,804 | 6,804 | 5,103 | 6,804 |
| 10-44-248 | Vehicle Maintenance | .00 | 530 | 246 | 530 |
| 10-44-280 | Telephone | 4,661 | 5,279 | 3,746 | 5,279 |
| 10-44-300 | Gas | 531 | 796 | 382- | 796 |
| 10-44-310 | Professional & Technical | 11,636 | 23,500 | 15,262 | 23,500 |
| 10-44-329 | Computer Repairs | .00 | 265 | .00 | 265 |
| 10-44-600 | Service Charges | 49,174 | 50,514 | 40,408 | 50,514 |
| 10-44-700 | Small Equipment | 45 | 2,610 | 879 | 2,610 |
| 10-44-750 | Capital Outlay | 2,184 | 2,044 | 2,043 | .00 |
| Total ADMINISTRATION: | | 910,773 | 1,093,339 | 842,535 | 1,184,286 |
| NON-DEPARTMENTAL | | | | | |
| 10-49-130 | Retirement Benefits | 48,697 | 56,395 | 53,097 | 59,324 |
| 10-49-220 | Public Notices | 1,710 | 3,000 | 2,309 | 3,000 |
| 10-49-250 | Unemployment | 2,423 | 2,120 | 3,784 | 2,120 |
| 10-49-255 | Ogden Weber Chamber Fees | 3,000 | 3,180 | .00 | 3,180 |
| 10-49-260 | Workers Compensation | 88,725 | 98,221 | 78,327 | 98,221 |
| 10-49-290 | City Postage | 45,000 | 50,000 | 10,000 | 50,000 |
| 10-49-291 | Newsletter Printing | 8,004 | 8,585 | 6,738 | 8,585 |
| 10-49-310 | Auditors | 11,830 | 16,373 | 12,750 | 16,373 |
| 10-49-320 | Professional & Technical | 84,790 | 104,036 | 55,606 | 104,036 |
| 10-49-321 | I/T Supplies | 485 | 3,180 | 84 | 3,180 |
| 10-49-322 | Computer Contracts | 66,804 | 74,612 | 76,143 | 74,612 |
| 10-49-323 | City-wide Telephone | 8,440 | 6,041 | 7,494 | 6,041 |
| 10-49-324 | City-wide Internet | 6,673 | 6,741 | 5,008 | 6,741 |
| 10-49-329 | Server Repairs | .00 | 2,500 | .00 | 2,500 |
| 10-49-400 | Unreserved | .00 | 77,956 | .00 | 80,000 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|------------------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| 10-49-430 | Sales Tax Admin Fee | 34,643 | 28,433 | 24,168 | 37,567 |
| 10-49-450 | Homeless Shelter State Fee | 36,979 | 41,478 | 27,982 | 45,469 |
| 10-49-500 | City Safety/Wellness Program | 4,092 | 12,718 | 2,821 | 12,718 |
| 10-49-510 | Insurance | 160,970 | 196,075 | 138,586 | 196,075 |
| 10-49-515 | City Donations | 4,153 | 71,955 | 4,100 | 4,100 |
| 10-49-520 | Employee Assistance Plan | 4,080 | 4,080 | 3,400 | 4,080 |
| 10-49-550 | COVID - 19/ CARES ACT | 4,633 | .00 | .00 | .00 |
| 10-49-551 | Covid - 19/ARPA Amer Resc Plan | .00 | 80,000 | .00 | .00 |
| 10-49-596 | Holiday Dinner | 5,269 | 5,830 | 5,525 | 5,830 |
| 10-49-597 | Employee Recognition Prog | 4,571 | 7,100 | 6,044 | 7,100 |
| 10-49-598 | OFFH | 4,057 | 6,516 | 4,022 | 6,516 |
| 10-49-599 | Easter Egg Hunt | 2,067 | 3,180 | 2,750 | 3,180 |
| 10-49-600 | Community Programs | 5,318 | 6,407 | 3,154 | 6,407 |
| 10-49-605 | Continuing Education | 6,000 | 7,000 | 4,180 | 7,000 |
| 10-49-610 | Government Immunity | .00 | 6,000 | 2,975 | 6,000 |
| 10-49-700 | Small Equipment | .00 | 2,120 | .00 | 2,120 |
| 10-49-750 | Capital Outlay | 197,070 | 59,650 | 62,424 | .00 |
| Total NON-DEPARTMENTAL: | | 850,482 | 1,051,482 | 603,473 | 862,075 |
| ELECTIONS | | | | | |
| 10-50-240 | Supplies | 8,197 | .00 | .00 | 38,552 |
| Total ELECTIONS: | | 8,197 | .00 | .00 | 38,552 |
| BUILDING AND GROUNDS | | | | | |
| 10-51-263 | Fire Station #82 Utilities | 7,757 | 8,479 | 8,703 | 8,479 |
| 10-51-264 | Station #82 Maintenance | 1,930 | 2,120 | 5,798 | 2,120 |
| 10-51-265 | Cleaning Contract | 18,450 | 22,350 | 14,687 | 22,350 |
| 10-51-266 | Elevator Maintenance | 6,570 | 12,454 | 7,087 | 12,454 |
| 10-51-270 | New City Hall Maintenance | 52,434 | 68,796 | 87,683 | 68,796 |
| 10-51-275 | New City Hall Utilities | 115,943 | 122,235 | 78,744 | 122,235 |
| 10-51-750 | Capital Outlay | 236,058 | 60,081 | 1,663 | 60,081 |
| Total BUILDING AND GROUNDS: | | 439,142 | 296,515 | 204,364 | 296,515 |
| PLANNING & ZONING | | | | | |
| 10-52-120 | Commission Allowance | 6,050 | 6,300 | 2,425 | 6,300 |
| 10-52-210 | Books, Subscrip, Memberships | 18 | 265 | 15 | 265 |
| 10-52-230 | Travel & Training | .00 | 530 | 89 | 530 |
| 10-52-310 | Professional & Technical Servi | 111,775 | 79,490 | 90,018 | 79,490 |
| 10-52-330 | General Plan Revision | .00 | 39,100 | 39,100 | .00 |
| Total PLANNING & ZONING: | | 117,843 | 125,685 | 131,647 | 86,585 |
| POLICE SERVICES | | | | | |
| 10-55-110 | Full time wages - Police | 1,849,475 | 2,106,337 | 1,637,186 | 2,311,224 |
| 10-55-111 | Part time wages - Police | 17,418 | 28,064 | 21,437 | 30,899 |
| 10-55-112 | Overtime wages - Police | 47,393 | 46,567 | 42,107 | 46,765 |
| 10-55-115 | Animal Control Wages | 51,102 | 56,491 | 45,523 | 62,038 |
| 10-55-116 | Crossing Guards | 12,608 | 24,330 | 10,673 | 24,330 |
| 10-55-130 | Benefits - Police | 1,081,857 | 1,251,924 | 1,027,140 | 1,325,495 |
| 10-55-131 | WTC - A/C Contract | 73,642 | 65,471 | 65,146 | 71,099 |
| 10-55-132 | Liquor Funds Expenditures | 23,054 | 21,211 | 22,586 | 23,860 |
| 10-55-150 | Death Benefit Ins. - Police | 310 | 400 | 258 | 400 |
| 10-55-151 | Mental Health Services | .00 | 26,690 | .00 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|----------------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| 10-55-210 | Mbrshps, Bks & Sub - Police | 7,039 | 7,253 | 7,135 | 7,253 |
| 10-55-230 | Travel & Training - Police | 9,834 | 15,519 | 15,058 | 15,519 |
| 10-55-240 | Office Supplies - Police | 3,909 | 6,359 | 3,088 | 6,359 |
| 10-55-245 | Clothing Contract - Police | 11,965 | 13,050 | 8,661 | 13,050 |
| 10-55-246 | Special Dept Supplies - Police | 7,817 | 12,100 | 6,836 | 12,100 |
| 10-55-247 | Animal Control Costs | 28,169 | 15,826 | 54,294 | 17,529 |
| 10-55-248 | Vehicle Maintenance - Police | 16,245 | 20,137 | 25,874 | 20,137 |
| 10-55-250 | Equipment Maintenance - Police | .00 | 2,120 | .00 | 2,120 |
| 10-55-280 | Telephone/Internet - Police | 19,955 | 23,847 | 18,237 | 23,847 |
| 10-55-300 | Gas | 89,749 | 103,848 | 57,684 | 103,848 |
| 10-55-310 | Professional & Tech - Police | 18,218 | 29,862 | 20,031 | 29,862 |
| 10-55-323 | MDT/Radio Repairs | 1,039 | 3,269 | 1,011 | 3,269 |
| 10-55-329 | Computer Repairs - Police | 679 | 1,484 | 20 | 1,484 |
| 10-55-350 | Crime Scene Investigations | 35,373 | 37,935 | 37,935 | 37,935 |
| 10-55-400 | Weber/Morgan Strike Force | 17,063 | 18,172 | 17,488 | 18,172 |
| 10-55-450 | K-9 | 589 | 2,120 | 396 | 2,120 |
| 10-55-470 | Community Education/Programs | .00 | 600 | 199 | 600 |
| 10-55-649 | Lease Interest/Taxes | 8,477 | 6,099 | 6,099 | .00 |
| 10-55-650 | Lease Payments - Police | 143,129 | 207,973 | 205,332 | 39,273 |
| 10-55-700 | Small Equipment - Police | 934 | 8,735 | 13,944 | 8,735 |
| 10-55-750 | Capital Outlay - Police | 93,026 | 46,800 | 72,773 | 124,330 |
| Total POLICE SERVICES: | | 3,670,067 | 4,210,593 | 3,444,148 | 4,383,652 |
| FIRE PROTECTION | | | | | |
| 10-57-110 | Salaries & Wages | 1,288,022 | 1,512,352 | 1,119,056 | 1,618,668 |
| 10-57-111 | Part Time Wages | 186,017 | 199,276 | 125,264 | 219,403 |
| 10-57-112 | Overtime | 229,697 | 100,208 | 184,064 | 110,329 |
| 10-57-130 | Employee Benefits | 619,206 | 696,018 | 596,823 | 719,669 |
| 10-57-210 | Memberships, Books & Subscrip | 1,555 | 2,846 | 2,846 | 2,598 |
| 10-57-230 | Travel & Training | 14,474 | 9,539 | 8,822 | 9,539 |
| 10-57-240 | Office Supplies & Expense | 846 | 1,872 | 1,378 | 2,120 |
| 10-57-245 | Clothing Contract | 25,006 | 26,758 | 26,757 | 24,377 |
| 10-57-246 | Special Department Supplies | 11,149 | 17,223 | 8,003 | 17,223 |
| 10-57-250 | Vehicle Maintenance | 38,598 | 53,501 | 69,051 | 24,377 |
| 10-57-255 | Other Equipment Maintenance | 7,862 | 8,718 | 1,225 | 10,599 |
| 10-57-280 | Telephone/Internet | 10,770 | 9,845 | 8,509 | 9,845 |
| 10-57-300 | Gas | 30,555 | 30,930 | 22,123 | 30,930 |
| 10-57-310 | Professional & Technical | 11,937 | 12,934 | 9,638 | 12,934 |
| 10-57-330 | Fire Prevention/ Community Edu | 1,235 | 1,590 | 1,057 | 1,590 |
| 10-57-400 | Emergency Management Planning | 5,847 | 6,359 | 4,553 | 6,359 |
| 10-57-649 | Lease Interest/Taxes | 18,568 | 12,936 | 1,549 | 7,695 |
| 10-57-650 | Lease Payments | 42,537 | 186,740 | 53,980 | 147,659 |
| 10-57-700 | Small Equipment | 16,303 | 7,163 | 609 | 15,242 |
| 10-57-750 | Capital Outlay | 47,496 | 158,079 | 5,429 | 80,108 |
| Total FIRE PROTECTION: | | 2,607,680 | 3,054,887 | 2,250,737 | 3,071,264 |
| INSPECTION SERVICES | | | | | |
| 10-58-110 | Salaries and Wages | 86,403 | 93,884 | 73,871 | 103,208 |
| 10-58-130 | Employee Benefits | 36,413 | 46,619 | 39,789 | 49,619 |
| 10-58-210 | Books, Subscrip. & Memberships | 694 | 689 | .00 | 689 |
| 10-58-230 | Travel & Training | 1,075 | 4,770 | 1,963 | 4,770 |
| 10-58-240 | SUPPLIES | .00 | 530 | 317 | 530 |
| 10-58-245 | Clothing Allowance | 176 | 319 | 445 | 319 |
| 10-58-248 | Vehicle Maintenance | 1,373 | 530 | 50 | 530 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|----------------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| 10-58-280 | CELLULAR PHONE | 600 | 600 | 450 | 600 |
| 10-58-300 | Gas | 2,480 | 2,202 | 767 | 2,202 |
| 10-58-315 | PROFESSIONAL & TECHNICAL | 82,140 | 24,006 | 25,440 | 24,006 |
| 10-58-649 | Lease Interest/Taxes | 77 | 59 | 59 | .00 |
| 10-58-650 | Lease Payments | 8,488 | 6,300 | 6,507 | 6,000 |
| Total INSPECTION SERVICES: | | 219,918 | 180,508 | 149,658 | 192,473 |
| STREETS | | | | | |
| 10-60-110 | Salaries and Wages | 241,491 | 284,801 | 206,275 | 309,931 |
| 10-60-112 | Overtime | 1,449 | 5,626 | 557 | 6,195 |
| 10-60-130 | Employee Benefits | 88,490 | 122,224 | 85,933 | 124,952 |
| 10-60-210 | Books, Subscrip. Memberships | 298 | 1,590 | 291 | 1,590 |
| 10-60-230 | Travel & Training | 1,452 | 3,000 | 1,461 | 3,000 |
| 10-60-240 | Office Supplies & Expense | 1,613 | 1,060 | 856 | 1,060 |
| 10-60-245 | Clothing/Uniform/Equip. Allow. | 2,240 | 3,000 | 1,239 | 3,000 |
| 10-60-248 | Vehicle Maintenance | 22,422 | 26,497 | 23,563 | 26,497 |
| 10-60-260 | Building & Grounds Maintenance | 51,042 | 10,599 | 3,922 | 10,599 |
| 10-60-270 | Utilities | 39,857 | 46,000 | 38,171 | 46,000 |
| 10-60-280 | Telephone | 4,132 | 3,710 | 1,805 | 3,710 |
| 10-60-300 | Gas | 25,915 | 23,028 | 20,054 | 23,028 |
| 10-60-310 | Professional | 17,331 | 16,624 | 11,457 | 16,624 |
| 10-60-329 | Computer Repairs | .00 | 530 | .00 | 530 |
| 10-60-400 | Class C Maintenance | 97,485 | 100,000 | 151,759 | 100,000 |
| 10-60-480 | Special Department Supplies | 14,928 | 23,317 | 13,116 | 23,317 |
| 10-60-600 | Siemens Streetlight Lease | 46,749 | 11,845 | 11,844 | .00 |
| 10-60-649 | Lease Interest/Taxes | 20,909 | 17,087 | 17,086 | .00 |
| 10-60-650 | Lease Payments | 193,620 | 491,687 | 490,894 | 12,000 |
| 10-60-700 | Small Equipment | 557 | 7,419 | 1,646 | 7,419 |
| 10-60-725 | Sidewalk Replacements | 2,604 | 50,000 | 2,792 | 50,000 |
| 10-60-730 | Street Light Maintenance | 12,730 | 26,784 | 7,213 | 26,784 |
| 10-60-750 | Capital Outlay | 127,951 | 320,000 | 122,551 | .00 |
| Total STREETS: | | 1,015,267 | 1,596,428 | 1,214,486 | 796,236 |
| PARKS | | | | | |
| 10-70-110 | Salaries and Wages | 253,285 | 341,586 | 249,292 | 374,523 |
| 10-70-112 | Overtime | 6,351 | 5,581 | 4,108 | 6,145 |
| 10-70-120 | Temporary - Parks | 12,403 | 7,161 | 7,405 | 7,884 |
| 10-70-130 | Employee Benefits | 164,941 | 210,267 | 161,770 | 221,655 |
| 10-70-210 | Books, Subscriptions & Mbrshps | 750 | 1,272 | 770 | 1,272 |
| 10-70-230 | Travel & Training | 1,827 | 2,100 | 3,940 | 2,100 |
| 10-70-240 | Special Dept. Supplies - Parks | 43,950 | 43,985 | 17,650 | 43,985 |
| 10-70-244 | Office Supplies Expense | 223 | 1,060 | .00 | 1,060 |
| 10-70-245 | Clothing/Uniform/Equip. Allow. | 2,973 | 4,000 | 2,496 | 4,000 |
| 10-70-248 | Vehicle Maintenance | 16,495 | 12,718 | 8,378 | 12,718 |
| 10-70-260 | Building Maintenance | 2,547 | 4,000 | 2,424 | 4,000 |
| 10-70-270 | Utilities | 61,831 | 49,856 | 38,768 | 49,856 |
| 10-70-275 | Off Leash Dog Area | 1,206 | 3,710 | 1,138 | 1,710 |
| 10-70-280 | Telephone/Internet | 5,872 | 6,359 | 5,067 | 6,359 |
| 10-70-300 | Gas | 17,454 | 17,118 | 10,101 | 17,118 |
| 10-70-310 | Proffesional & Technical | 9,791 | 11,659 | 17,419 | 11,659 |
| 10-70-320 | Urban Forestry Commssion | .00 | 250 | 189 | 250 |
| 10-70-329 | 2020 Wind Disaster | 37- | .00 | .00 | .00 |
| 10-70-450 | RAMP Grant Projects | .00 | .00 | .00 | 17,541 |
| 10-70-549 | Constroctn Mgmt - Burch Creek | 6,895 | 250 | .00 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|---------------------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| 10-70-550 | Burch Creek Park Constr | 112,307 | 1,020 | 1,020 | .00 |
| 10-70-551 | Club Heights lights (AT&T) | .00 | 180,954 | 193,287 | .00 |
| 10-70-552 | Constrctn Mgmt - Club Heights | 2,075 | 35,450 | 1,381 | .00 |
| 10-70-553 | Club Heights Park Constr | 328,619 | 295,869 | .00 | .00 |
| 10-70-600 | Secondary Water Fees | 30,808 | 33,648 | 31,819 | 33,648 |
| 10-70-649 | Lease Interest/Taxes | 11,045 | 6,839 | 6,837 | .00 |
| 10-70-650 | Lease Payments | 105,851 | 183,145 | 182,144 | 6,000 |
| 10-70-700 | Small Equipment | 5,108 | 28,299 | 736 | 28,299 |
| 10-70-750 | Capital Outlay- Parks | .00 | 612,608 | 63,537 | 355,490 |
| Total PARKS: | | 1,204,573 | 2,100,764 | 1,011,678 | 1,207,272 |
| RECREATION | | | | | |
| 10-71-110 | Salaries & Wages | 63,169 | 121,957 | 83,940 | 132,124 |
| 10-71-125 | Temporary - Recreation | 98,951 | 34,728 | 69,242 | 38,236 |
| 10-71-130 | Employee Benefits | 44,424 | 46,709 | 44,059 | 49,566 |
| 10-71-210 | Books, Subscriptions & Mbrshps | 803 | 1,100 | 325 | 1,100 |
| 10-71-230 | Travel & Training | 2,089 | 2,120 | 2,070 | 2,120 |
| 10-71-240 | Office Supplies Expense | 301 | 1,272 | 183 | 1,272 |
| 10-71-241 | Comp League Expenses | 13,204 | 7,308 | 3,000 | 7,308 |
| 10-71-242 | Special Dept. Supplies | 21,972 | 9,539 | 1,825 | 9,539 |
| 10-71-248 | Vehicle Maintenance | .00 | 1,060 | 30 | 1,060 |
| 10-71-250 | Gym Facility Utilities/Opertns | 3,506 | 6,783 | 4,129 | 6,783 |
| 10-71-280 | Telephone/Internet | 1,037 | 2,000 | 827 | 2,000 |
| 10-71-300 | Gas | 569 | 1,060 | 524 | 1,060 |
| 10-71-310 | Professional & Technical | 5,742 | 9,539 | 7,607 | 9,539 |
| 10-71-329 | Computer Repairs | .00 | 530 | .00 | 530 |
| 10-71-350 | Officials Fees | 42,738 | 30,160 | 23,169 | 30,160 |
| 10-71-649 | Lease Interest/Taxes | .00 | 529 | 529 | .00 |
| 10-71-650 | Lease Payments | .00 | 7,034 | 7,034 | .00 |
| 10-71-700 | Small Equipment | .00 | 2,650 | 349 | 2,650 |
| 10-71-750 | Capital Outlay | 36,212 | .00 | .00 | .00 |
| Total RECREATION: | | 334,716 | 286,078 | 247,794 | 295,047 |
| TRANSFERS | | | | | |
| 10-80-080 | Unreserved - Fund Balance | .00 | .00 | .00 | 623,605 |
| 10-80-160 | Reserve for Fund Balance | .00 | 183 | .00 | 176,054 |
| 10-80-170 | Transfer Prop 1 to CPF | 425,870 | 413,638 | 310,228 | 455,073 |
| 10-80-190 | Trans Utility F/F to CPF | 189,750 | 197,052 | 147,789 | 197,052 |
| 10-80-230 | Trans to Capital Improv Fund | 125,000 | .00 | .00 | 650,000 |
| 10-80-235 | Trans to CPF - Class 'C' | 282,948 | 592,423 | 444,313 | 621,341 |
| 10-80-240 | Transfer Class 'c' to Debt Ser | 242,388 | .00 | .00 | .00 |
| 10-80-250 | Transfer to Debt Service Fund | 1,047,948 | 1,047,707 | 785,783 | 1,050,707 |
| 10-80-275 | Trnfr to South Ogden Days Fund | 67,000 | 72,000 | 45,000 | 50,000 |
| 10-80-330 | Transfer CDRA Sales Tax | 47,073 | 11,000 | 7,247 | 11,000 |
| Total TRANSFERS: | | 2,427,977 | 2,334,003 | 1,740,360 | 3,834,832 |
| Total Expenditure: | | 14,343,317 | 17,001,635 | 12,347,542 | 16,980,812 |
| GENERAL FUND Revenue Total: | | 15,175,251 | 17,001,635 | 12,159,221 | 16,980,812 |
| GENERAL FUND Expenditure Total: | | 14,343,317 | 17,001,635 | 12,347,542 | 16,980,812 |

| | | 2021-22 | 2022-23 | 2022-23 | 2023-24 |
|----------------|-------------------------|----------------------|------------------------|------------------------|-----------------------|
| Account Number | Account Title | Prior year Actual | Current year Budget | Current year Actual | Future year Budget |
| | Net Total GENERAL FUND: | 831,934 | .00 | 188,321- | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|--|-------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| South Ogden Days Fund | | | | | |
| Revenue | | | | | |
| 12-30-200 | Sponsor Donations | 18,950 | 41,000 | 1,000 | .00 |
| 12-30-225 | Vendor Booth Rentals | 3,425 | 3,500 | 1,325 | .00 |
| 12-30-260 | Pickleball Registration Fees | 670 | 1,500 | 60 | .00 |
| 12-30-320 | In-Kind Donations | .00 | 2,000 | .00 | .00 |
| 12-30-400 | Transfer in from General Fund | 67,000 | 72,000 | 45,000 | 50,000 |
| Total Revenue: | | 90,045 | 120,000 | 47,385 | 50,000 |
| Total Revenue: | | 90,045 | 120,000 | 47,385 | 50,000 |
| Expenditures | | | | | |
| 12-40-112 | S/O Days Overtime | 3,996 | 10,000 | .00 | .00 |
| 12-40-300 | Entertainment | 24,205 | 50,000 | 421 | .00 |
| 12-40-325 | Fireworks | 10,000 | 10,000 | 5,000 | .00 |
| 12-40-350 | Printing & Banners | 1,787 | 2,000 | .00 | .00 |
| 12-40-375 | Equipment Rentals | 37,269 | 2,000 | 11,148 | .00 |
| 12-40-400 | T-shirt Printing | 1,960 | 3,000 | .00 | .00 |
| 12-40-410 | Awards | 1,153 | 1,500 | 500 | .00 |
| 12-40-475 | Miscellaneous Expenses | 5,979 | 41,500 | 80 | 50,000 |
| Total Expenditures: | | 86,349 | 120,000 | 17,149 | 50,000 |
| Total Expenditure: | | 86,349 | 120,000 | 17,149 | 50,000 |
| South Ogden Days Fund Revenue Total: | | 90,045 | 120,000 | 47,385 | 50,000 |
| South Ogden Days Fund Expenditure Total: | | 86,349 | 120,000 | 17,149 | 50,000 |
| Net Total South Ogden Days Fund: | | 3,696 | .00 | 30,236 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|--------------------------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| DEBT SERVICE FUND | | | | | |
| REVENUE | | | | | |
| 31-30-100 | Transfer in - Park Impact Fees | 200,000 | 500,000 | .00 | 350,000 |
| 31-30-150 | Transfer in from Class 'c' | 242,388 | .00 | .00 | .00 |
| 31-30-300 | Transfer From General Fund | 1,047,948 | 1,047,707 | 785,783 | 1,050,707 |
| 31-30-455 | Interest Earned - Trustee Acct | 469 | .00 | 235 | 250 |
| 31-30-800 | Appropriated Fund Balance | .00 | 2,000 | .00 | 1,250 |
| Total REVENUE: | | 1,490,805 | 1,549,707 | 786,018 | 1,402,207 |
| Total Revenue: | | 1,490,805 | 1,549,707 | 786,018 | 1,402,207 |
| EXPENDITURES | | | | | |
| 31-40-100 | Administrative & Professional | 3,000 | 2,000 | 1,500 | 1,500 |
| 31-40-150 | Bond Payment - Principal | 941,000 | 740,000 | 740,000 | 780,000 |
| 31-40-200 | Interest on Bond | 347,853 | 307,707 | 307,706 | 270,707 |
| 31-40-980 | Retained Earnings | .00 | 500,000 | .00 | 350,000 |
| Total EXPENDITURES: | | 1,291,853 | 1,549,707 | 1,049,206 | 1,402,207 |
| Total Expenditure: | | 1,291,853 | 1,549,707 | 1,049,206 | 1,402,207 |
| DEBT SERVICE FUND Revenue Total: | | 1,490,805 | 1,549,707 | 786,018 | 1,402,207 |
| DEBT SERVICE FUND Expenditure Total: | | 1,291,853 | 1,549,707 | 1,049,206 | 1,402,207 |
| Net Total DEBT SERVICE FUND: | | 198,952 | .00 | 263,189- | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|---|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| CAPITAL IMPROVEMENTS | | | | | |
| REVENUE | | | | | |
| 40-30-100 | WACOG/CDBG Grants | .00 | .00 | .00 | 488,220 |
| 40-30-110 | Traffic Impact Fees | 120,600 | 56,000 | 151,129 | 47,000 |
| 40-30-120 | Park Impact Fees | 554,676 | 275,000 | 211,494 | 400,000 |
| 40-30-200 | Interest | 9,995 | 2,600 | 62,512 | 17,000 |
| 40-30-205 | Interest Earned - Traffic I/F | 106 | 100 | 3,466 | 3,000 |
| 40-30-210 | Interest Earned - Park I/Fees | 660 | 400 | 4,219 | 4,000 |
| 40-30-300 | Transfer In G/F - Prop 1 | 425,870 | 413,638 | 310,228 | 455,073 |
| 40-30-400 | Transfer In From General Fund | 125,000 | .00 | .00 | 650,000 |
| 40-30-450 | Trans From G/F- Class 'C' Rev | 282,948 | 592,423 | 444,313 | 621,341 |
| 40-30-500 | Transfer in Util F/F - G/F | 189,750 | 197,052 | 147,789 | 197,052 |
| 40-30-600 | Transfer in RIF | 586,071 | 569,360 | 453,244 | 569,360 |
| 40-30-798 | Appropriate Parks I/F F/B | .00 | 500,000 | .00 | 350,000 |
| 40-30-800 | Appropriate Fund Balance | .00 | 125,000 | .00 | .00 |
| Total REVENUE: | | 2,295,676 | 2,731,573 | 1,788,394 | 3,802,046 |
| Total Revenue: | | 2,295,676 | 2,731,573 | 1,788,394 | 3,802,046 |
| EXPENDITURES | | | | | |
| 40-40-121 | FY 2024 Road Projects | .00 | .00 | .00 | 1,748,046 |
| 40-40-122 | 40th St & Chimes View Dr. | 62,245 | .00 | 117,408 | 600,000 |
| 40-40-124 | FY 2023 Road/Sidewalk Projects | .00 | 1,772,473 | 352,687 | .00 |
| 40-40-125 | FY 2022 Road/Sidewalk Proj | 990,409 | .00 | .00 | .00 |
| 40-40-475 | Skatepark Seed Money | .00 | 2,600 | 6,228 | 650,000 |
| 40-40-480 | Transfer to General Fund | .00 | 125,000 | .00 | .00 |
| 40-40-500 | Transfer to DSF - Park Imp/Fee | 200,000 | 500,000 | .00 | 350,000 |
| 40-40-550 | Park Impact Fee Projects | .00 | 275,400 | .00 | 404,000 |
| 40-40-700 | Traffic Impact Fee Projects | .00 | 56,100 | .00 | 50,000 |
| Total EXPENDITURES: | | 1,252,654 | 2,731,573 | 476,323 | 3,802,046 |
| Total Expenditure: | | 1,252,654 | 2,731,573 | 476,323 | 3,802,046 |
| CAPITAL IMPROVEMENTS Revenue Total: | | 2,295,676 | 2,731,573 | 1,788,394 | 3,802,046 |
| CAPITAL IMPROVEMENTS Expenditure Total: | | 1,252,654 | 2,731,573 | 476,323 | 3,802,046 |
| Net Total CAPITAL IMPROVEMENTS: | | 1,043,022 | .00 | 1,312,071 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|---------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| WATER FUND | | | | | |
| REVENUE | | | | | |
| 51-30-100 | Interest | 23,224 | 11,000 | 65,525 | 32,000 |
| 51-30-105 | Interest Earned I/Fees | 270 | 300 | 4,150 | 2,500 |
| 51-30-150 | Hydrant Rentals | 1,100 | 800 | 500 | 800 |
| 51-30-200 | Water Sales | 1,909,086 | 1,988,848 | 1,447,240 | 1,988,848 |
| 51-30-210 | Connection Fees Water | 6,510 | 2,000 | 12,460 | 4,500 |
| 51-30-220 | Water Impact Fees | 118,187 | 120,000 | 37,556 | 42,000 |
| 51-30-225 | Late Fees | 22,630 | 22,500 | 18,455 | 22,500 |
| 51-30-850 | Sale of Fixed Assets | 21,120 | .00 | 10,395 | .00 |
| 51-30-860 | Transfer In - City Center CRA | 166,063 | .00 | .00 | 66,063 |
| 51-30-875 | Transfer in from Storm Drain | .00 | 23,835 | .00 | 8,521 |
| 51-30-890 | Appropriation of Fund Balance | .00 | 1,291,957 | .00 | .00 |
| 51-30-925 | Misc. Revenue | 11,349 | 82,915 | 935 | 82,915 |
| Total REVENUE: | | 2,279,539 | 3,544,155 | 1,597,216 | 2,250,647 |
| Total Revenue: | | 2,279,539 | 3,544,155 | 1,597,216 | 2,250,647 |
| EXPENDITURES | | | | | |
| 51-40-110 | Salaries and Wages | 243,316 | 267,481 | 208,460 | 277,383 |
| 51-40-112 | Overtime | 14,990 | 13,395 | 17,437 | 14,748 |
| 51-40-130 | Employee Benefits | 70,398 | 134,010 | 112,592 | 141,247 |
| 51-40-140 | Franchise Fee | 110,629 | 119,331 | 85,018 | 119,331 |
| 51-40-210 | Books, Subscript. & Membership | 3,778 | 3,180 | 3,682 | 3,180 |
| 51-40-230 | Travel & Training | 2,826 | 8,479 | 4,746 | 8,479 |
| 51-40-240 | Office Supplies | 1,231 | 2,650 | 523 | 2,650 |
| 51-40-245 | Clothing/Uniform/Equip. Allow. | 2,431 | 5,088 | 2,066 | 5,088 |
| 51-40-248 | Vehicle Maintenance | 9,346 | 10,599 | 8,410 | 10,599 |
| 51-40-280 | Telephone | 3,631 | 5,299 | 6,014 | 5,299 |
| 51-40-290 | Building Maintenance | 1,049 | 7,950 | .00 | 7,950 |
| 51-40-300 | Gas | 11,281 | 12,030 | 8,781 | 12,030 |
| 51-40-310 | Professional & Technical Servi | 46,583 | 17,317 | 14,901 | 17,317 |
| 51-40-311 | Bad Debts Expense | 2,318 | .00 | .00 | .00 |
| 51-40-320 | Blue Stake Service | 2,376 | 2,120 | 1,776 | 2,120 |
| 51-40-329 | Computer Repairs | .00 | 530 | .00 | 530 |
| 51-40-330 | Valve Repair | 12,271 | 35,000 | 11,071 | 35,000 |
| 51-40-400 | PRV Maintenance | 14,750 | 20,000 | 1,165 | 20,000 |
| 51-40-480 | Special Department Supplies | 40,920 | 42,395 | 34,336 | 42,395 |
| 51-40-490 | Water Sample Testing | 4,744 | 8,479 | 7,270 | 8,479 |
| 51-40-550 | Weber Basin Exchange Water | 312,270 | 320,725 | 181,646 | 336,725 |
| 51-40-560 | Power and Pumping | 5,727 | 10,000 | 5,679 | 10,000 |
| 51-40-610 | h2o Tank Inspection/Maint | 10,462 | 10,000 | .00 | 10,000 |
| 51-40-649 | Lease Interest/Taxes | 2,855 | 5,047 | 4,662 | 3,822 |
| 51-40-650 | Lease Payments | .00 | 72,206 | 72,584 | 56,797 |
| 51-40-657 | PRV Replace @ Panarama | .00 | 207,924 | 264,994 | .00 |
| 51-40-667 | Radio Read Maintenance | 37,481 | 25,000 | 8,712 | 25,000 |
| 51-40-680 | Charge for Services - G/F | 268,668 | 270,256 | 202,696 | 270,256 |
| 51-40-700 | Doren Drive H2O-line | .00 | .00 | 489 | .00 |
| 51-40-705 | 42nd Reconnect - WBWCD | .00 | 13,314 | .00 | .00 |
| 51-40-706 | Service line disconnect/recon | .00 | 50,000 | .00 | .00 |
| 51-40-707 | PRV Scada instal - 40th & 900E | .00 | 50,000 | .00 | .00 |
| 51-40-708 | Oak Dr. 875 E - 785 E | .00 | 575,363 | 584,257 | .00 |
| 51-40-709 | Ben Lomond - 875 E to Chambers | .00 | 343,480 | .00 | .00 |
| 51-40-710 | 40th & Chimes - FY 2023 | .00 | 28,658 | .00 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|-------------------------------|---------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| 51-40-711 | Brier Point Loop | .00 | 364,000 | 97,676 | .00 |
| 51-40-712 | 38th Grant & Kiesel Loop | .00 | 103,890 | 7,280 | .00 |
| 51-40-749 | Small Equipment | 183 | 4,108 | .00 | 4,108 |
| 51-40-770 | Water Impact Fee Projects | .00 | 120,300 | 24,447 | 44,500 |
| 51-40-790 | Transfer to General Fund | 57,668 | 60,551 | 30,276 | 60,551 |
| 51-40-970 | Depreciation | 276,796 | 194,000 | 145,494 | 194,000 |
| 51-40-980 | Contingency | 22,992 | .00 | .00 | 501,063 |
| Total EXPENDITURES: | | 1,593,971 | 3,544,155 | 2,159,137 | 2,250,647 |
| Total Expenditure: | | 1,593,971 | 3,544,155 | 2,159,137 | 2,250,647 |
| WATER FUND Revenue Total: | | 2,279,539 | 3,544,155 | 1,597,216 | 2,250,647 |
| WATER FUND Expenditure Total: | | 1,593,971 | 3,544,155 | 2,159,137 | 2,250,647 |
| Net Total WATER FUND: | | 685,568 | .00 | 561,920- | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|-----------------------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| SANITARY SEWER | | | | | |
| REVENUE | | | | | |
| 52-30-100 | Interest Earned | 16,694 | 5,100 | 56,662 | 30,000 |
| 52-30-200 | Sewer Sales | 2,245,141 | 2,307,973 | 1,678,063 | 2,307,973 |
| 52-30-250 | Connection Fees Sewer | 2,400 | 300 | 6,900 | 2,000 |
| 52-30-880 | Transfer In - City Center CRA | 112,547 | .00 | .00 | 12,547 |
| 52-30-890 | Appropriation of Fund Balance | .00 | 524,355 | .00 | .00 |
| 52-30-925 | Misc. Revenue | 6,000 | 66,652 | 6,000 | 66,652 |
| Total REVENUE: | | 2,382,782 | 2,904,380 | 1,747,625 | 2,419,172 |
| Total Revenue: | | 2,382,782 | 2,904,380 | 1,747,625 | 2,419,172 |
| EXPENDITURES | | | | | |
| 52-40-110 | Salaries and Wages | 223,643 | 253,857 | 189,373 | 278,826 |
| 52-40-112 | Overtime | 4,989 | 13,953 | 10,891 | 15,363 |
| 52-40-130 | Employee Benefits | 54,184 | 160,867 | 120,228 | 141,829 |
| 52-40-140 | Franchise Fee | 133,847 | 138,478 | 100,336 | 138,478 |
| 52-40-210 | Memberships | 363 | 742 | 820 | 742 |
| 52-40-230 | Traveling & Training | 2,915 | 5,299 | 4,372 | 5,299 |
| 52-40-240 | Office Supplies | 1,060 | 4,239 | 120 | 4,239 |
| 52-40-245 | Clothing/Uniform/Equip. Allow. | 2,679 | 5,088 | 2,034 | 5,088 |
| 52-40-248 | Vehicle Maintenance | 4,152 | 5,299 | 2,971 | 5,299 |
| 52-40-280 | Telephone | 3,103 | 4,239 | 905 | 4,239 |
| 52-40-290 | Building Maintenance | 1,049 | 5,299 | .00 | 5,299 |
| 52-40-300 | Gas | 4,818 | 4,398 | 1,407 | 4,398 |
| 52-40-310 | Professional & Technical | 20,027 | 10,599 | 13,883 | 10,599 |
| 52-40-311 | Bad Debts Expense | 1,107 | .00 | .00 | .00 |
| 52-40-315 | Sewer Lines Cleaning Service | 22,730 | 50,000 | 37,022 | 50,000 |
| 52-40-320 | Blue Stake Service | .00 | 848 | .00 | 848 |
| 52-40-400 | Transfer to General Fund | 11,043 | 11,595 | 5,798 | 11,595 |
| 52-40-480 | Maintenance Supplies | 3,209 | 16,004 | 2,913 | 16,004 |
| 52-40-550 | Central Weber Sewer Pre-Trea | 12,748 | 13,249 | 13,249 | 13,249 |
| 52-40-610 | Central Weber Sewer Fees | 1,073,580 | 1,171,792 | 878,844 | 1,265,536 |
| 52-40-650 | Manhole Replacement @ 36th St | 777 | 20,000 | 130 | 20,000 |
| 52-40-665 | Video & Fix Trouble Spots | 3,151 | 25,000 | 6,411 | 25,000 |
| 52-40-680 | Charge for Services - G/F | 230,820 | 261,388 | 196,048 | 261,388 |
| 52-40-700 | Small Equipment | .00 | 5,299 | 349 | 5,299 |
| 52-40-704 | Lining 40th to Country Club | .00 | 246,731 | .00 | .00 |
| 52-40-705 | Replace 700 E/H Guy Child | .00 | 342,117 | .00 | .00 |
| 52-40-750 | Capital Outlay | .00 | .00 | 300- | .00 |
| 52-40-970 | Depreciation | 120,058 | 128,000 | 95,994 | 128,000 |
| 52-40-980 | Sewer Contingency | .00 | .00 | .00 | 2,555 |
| Total EXPENDITURES: | | 1,936,050 | 2,904,380 | 1,683,795 | 2,419,172 |
| Total Expenditure: | | 1,936,050 | 2,904,380 | 1,683,795 | 2,419,172 |
| SANITARY SEWER Revenue Total: | | 2,382,782 | 2,904,380 | 1,747,625 | 2,419,172 |
| SANITARY SEWER Expenditure Total: | | 1,936,050 | 2,904,380 | 1,683,795 | 2,419,172 |
| Net Total SANITARY SEWER: | | 446,732 | .00 | 63,830 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|-------------------------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| STORM DRAIN FUND | | | | | |
| REVENUE | | | | | |
| 53-30-100 | Interest | 9,555 | 4,100 | 39,959 | 20,500 |
| 53-30-105 | Interest Earned I/Fees | 362 | 400 | 3,877 | 2,200 |
| 53-30-200 | Storm Drain Revenue | 1,263,010 | 1,258,675 | 945,823 | 1,258,675 |
| 53-30-220 | Storm Drain Impact Fees | 118,671 | 71,000 | 207,276 | 70,000 |
| 53-30-850 | Sale of Fixed Assets | 54,781 | .00 | .00 | .00 |
| 53-30-880 | Transfer In - City Center CRA | 122,847 | .00 | .00 | 22,847 |
| 53-30-890 | Appropriation of Fund Balance | .00 | 714,853 | .00 | .00 |
| 53-30-925 | Misc. Revenue | 2,002 | .00 | 48 | .00 |
| Total REVENUE: | | 1,571,228 | 2,049,028 | 1,196,982 | 1,374,222 |
| Total Revenue: | | 1,571,228 | 2,049,028 | 1,196,982 | 1,374,222 |
| EXPENDITURES | | | | | |
| 53-40-110 | Salaries and Wages | 279,805 | 312,464 | 226,944 | 347,087 |
| 53-40-112 | Overtime | 15,507 | 12,279 | 10,697 | 13,519 |
| 53-40-130 | Employee Benefits | 91,352 | 161,383 | 122,419 | 164,748 |
| 53-40-140 | Franchise Fee | 74,824 | 75,520 | 55,745 | 75,520 |
| 53-40-210 | BOOKS,SUBSCRIPT. & MEMBERSHIP | 2,813 | 4,239 | 5,168 | 4,239 |
| 53-40-230 | Travel & Training | .00 | 5,830 | 5,746 | 5,830 |
| 53-40-240 | Office Supplies | 959 | 1,590 | 144 | 1,590 |
| 53-40-245 | Clothing/Uniform/Equip. Allow. | 3,449 | 6,359 | 1,798 | 6,359 |
| 53-40-248 | Vehicle Maintenance | 11,491 | 6,359 | 8,204 | 6,359 |
| 53-40-280 | Telephone | 570 | 2,650 | 995 | 2,650 |
| 53-40-290 | Building Maintence | 2,498 | 8,479 | .00 | 8,479 |
| 53-40-300 | Gas | 9,490 | 6,228 | 5,993 | 6,228 |
| 53-40-310 | Prof & Tech Services | 31,406 | 26,043 | 4,439 | 26,043 |
| 53-40-311 | Bad Debts Expense | 1,283 | .00 | .00 | .00 |
| 53-40-320 | Blue Stake Servive | .00 | 742 | .00 | 742 |
| 53-40-400 | System Maintenance Program | 30,020 | 40,000 | 24,706 | 40,000 |
| 53-40-480 | Special Department Supplies | 6,749 | 6,359 | 1,643 | 6,359 |
| 53-40-649 | Lease Interest/Taxes | 2,013 | 2,360 | 2,358 | 1,655 |
| 53-40-650 | Lease Payments | .00 | 47,130 | 47,129 | 22,011 |
| 53-40-655 | Transfer to Water Fund | .00 | 23,835 | .00 | 8,521 |
| 53-40-660 | 42ns St - Liberty to Adams | .00 | 903,190 | .00 | .00 |
| 53-40-670 | Transfer to General Fund | 15,950 | 16,748 | 8,374 | 16,748 |
| 53-40-680 | Charge for Services - G/F | 188,100 | 202,251 | 151,701 | 202,251 |
| 53-40-700 | Small Equipment | .00 | 1,590 | 698 | 1,590 |
| 53-40-970 | Depreciation | 105,280 | 104,000 | 77,994 | 104,000 |
| 53-40-980 | Contingency | 1,470 | .00 | .00 | 229,494 |
| 53-40-981 | Impact Fee Projects | 26,060 | 71,400 | .00 | 72,200 |
| Total EXPENDITURES: | | 901,088 | 2,049,028 | 762,896 | 1,374,222 |
| Total Expenditure: | | 901,088 | 2,049,028 | 762,896 | 1,374,222 |
| STORM DRAIN FUND Revenue Total: | | 1,571,228 | 2,049,028 | 1,196,982 | 1,374,222 |
| STORM DRAIN FUND Expenditure Total: | | 901,088 | 2,049,028 | 762,896 | 1,374,222 |
| Net Total STORM DRAIN FUND: | | 670,140 | .00 | 434,087 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|---------------------------------|--------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| GARBAGE FUND | | | | | |
| REVENUE | | | | | |
| 54-30-100 | Interest Earned | 1,554 | 750 | 6,186 | 3,500 |
| 54-30-200 | Garbage Fees | 769,874 | 772,526 | 602,226 | 772,526 |
| 54-30-205 | Recycling Fees | 233,438 | 240,383 | 181,374 | 240,383 |
| 54-30-850 | Misc. Rental | 2,045 | 1,400 | 305 | 1,000 |
| 54-30-885 | Lease Financing | .00 | 28,000 | .00 | .00 |
| 54-30-890 | Appropriate Fund Balance | .00 | 37,125 | .00 | 72,071 |
| 54-30-925 | Misc. Revenue | .00 | .00 | 100 | .00 |
| Total REVENUE: | | 1,006,910 | 1,080,184 | 790,191 | 1,089,480 |
| Total Revenue: | | 1,006,910 | 1,080,184 | 790,191 | 1,089,480 |
| EXPENDITURES | | | | | |
| 54-40-140 | Franchise Fee | 60,199 | 60,775 | 47,016 | 60,775 |
| 54-40-240 | Office Supplies | 939 | 2,650 | .00 | 2,650 |
| 54-40-248 | Vehicle Maintenance | 5,162 | 3,180 | 1,349 | 3,180 |
| 54-40-280 | Telephone | .00 | 1,590 | .00 | 1,590 |
| 54-40-290 | Building Maintenance | 1,049 | 5,299 | .00 | 5,299 |
| 54-40-300 | Gas | 4,288 | 2,526 | 2,383 | 2,526 |
| 54-40-310 | Prof & Teach Services | 482 | 1,060 | 208 | 1,060 |
| 54-40-311 | Bad Debts Expense | 1,252 | .00 | .00 | .00 |
| 54-40-420 | Republic Services - Contract | 520,226 | 520,628 | 427,423 | 541,454 |
| 54-40-425 | Recycled Earth Contract | 32,208 | 36,981 | 10,716 | 36,981 |
| 54-40-430 | Tipping Fees | 236,324 | 235,290 | 173,612 | 251,761 |
| 54-40-440 | Additional Cleanups | 13,374 | 7,843 | 5,767 | 7,843 |
| 54-40-450 | Construction Materials Tipping | 1,489 | 6,359 | .00 | 6,359 |
| 54-40-520 | Tree Removal | 13,930 | 15,898 | .00 | 15,898 |
| 54-40-615 | Junk Ordinance Enforcement | 125- | 7,950 | .00 | 7,950 |
| 54-40-649 | Lease Interest/Taxes | 1,569 | 1,979 | 1,596 | 1,207 |
| 54-40-650 | Lease Payments | .00 | 21,274 | 21,655 | 22,045 |
| 54-40-680 | Charge for Services - G/F | 97,704 | 109,902 | 82,422 | 109,902 |
| 54-40-750 | Capital Outlay | .00 | 28,000 | 19,512 | .00 |
| 54-40-970 | Depreciation | 16,424 | 11,000 | 8,253 | 11,000 |
| Total EXPENDITURES: | | 1,006,494 | 1,080,184 | 801,913 | 1,089,480 |
| Total Expenditure: | | 1,006,494 | 1,080,184 | 801,913 | 1,089,480 |
| GARBAGE FUND Revenue Total: | | 1,006,910 | 1,080,184 | 790,191 | 1,089,480 |
| GARBAGE FUND Expenditure Total: | | 1,006,494 | 1,080,184 | 801,913 | 1,089,480 |
| Net Total GARBAGE FUND: | | 417 | .00 | 11,722- | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|--|-----------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| ROAD IMPROVEMENT FEE FUND | | | | | |
| REVENUE | | | | | |
| 55-30-200 | Road Improvement Fees | 591,001 | 569,360 | 452,094 | 569,360 |
| Total REVENUE: | | 591,001 | 569,360 | 452,094 | 569,360 |
| Total Revenue: | | 591,001 | 569,360 | 452,094 | 569,360 |
| EXPENDITURES | | | | | |
| 55-40-311 | Bad Debt Expense | 142- | .00 | .00 | .00 |
| 55-40-550 | Transfer RIF to CPF | 586,071 | 569,360 | 453,244 | 569,360 |
| Total EXPENDITURES: | | 585,929 | 569,360 | 453,244 | 569,360 |
| Total Expenditure: | | 585,929 | 569,360 | 453,244 | 569,360 |
| ROAD IMPROVEMENT FEE FUND Revenue Total: | | 591,001 | 569,360 | 452,094 | 569,360 |
| ROAD IMPROVEMENT FEE FUND Expenditure Total: | | 585,929 | 569,360 | 453,244 | 569,360 |
| Net Total ROAD IMPROVEMENT FEE FUND: | | 5,072 | .00 | 1,150- | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|-----------------------------------|-----------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| AMBULANCE FUND | | | | | |
| REVENUE | | | | | |
| 58-30-100 | Interest Earned | 10 | 11 | 40 | 25 |
| 58-30-201 | Ambulance Fees - S/O - DPS | 1,162,644 | 810,528 | 662,680 | 810,528 |
| 58-30-210 | Miscellaneous Revenue | 18,015 | .00 | .00 | .00 |
| 58-30-850 | State/Local Grants | .00 | 7,000 | .00 | 7,000 |
| 58-30-925 | Sale of Fixed Assets | 10,450 | .00 | .00 | .00 |
| Total REVENUE: | | 1,191,118 | 817,539 | 662,719 | 817,553 |
| Total Revenue: | | 1,191,118 | 817,539 | 662,719 | 817,553 |
| EXPENDITURES | | | | | |
| 58-40-110 | Salaries and Wages | 143,085 | 167,076 | 124,339 | 181,197 |
| 58-40-111 | Part Time Wages | 20,669 | 24,106 | 13,918 | 26,541 |
| 58-40-112 | Overtime | 25,541 | 12,627 | 20,452 | 13,903 |
| 58-40-130 | Employee Benefits | 49,384 | 77,600 | 66,351 | 80,519 |
| 58-40-210 | Memberships | 595 | 2,184 | 2,184 | 552 |
| 58-40-230 | Travel & Training | 1,756 | 1,590 | .00 | 1,590 |
| 58-40-240 | Office Supplies | 251 | 668 | 630 | 796 |
| 58-40-245 | Uniform Allowance | 3,954 | 4,081 | 900 | 4,081 |
| 58-40-248 | Vehicle Maintenance | 9,445 | 9,539 | 12,515 | 9,539 |
| 58-40-250 | Equipment Maintenance | 4,571 | 4,792 | 5,598 | 6,890 |
| 58-40-270 | GoldCross Billing Fees | 50,741 | 40,000 | 37,042 | 40,000 |
| 58-40-280 | Telephone | 90 | 796 | 38 | 796 |
| 58-40-300 | Gas | 5,591 | 5,538 | 4,394 | 5,538 |
| 58-40-310 | Professional & Technical | 58,592 | 51,101 | 62,387 | 51,101 |
| 58-40-311 | SecurLyft Fees | .00 | .00 | 9,520 | 16,320 |
| 58-40-312 | PMA Fees | 88,201 | 54,053 | 69,327 | 54,053 |
| 58-40-315 | Bad Debts Expense | 309,959 | .00 | .00 | .00 |
| 58-40-330 | EMS Education | 808 | 1,060 | 1,095 | 1,060 |
| 58-40-480 | Special Department Supplies | 2,012 | 3,409 | 3,483 | 3,281 |
| 58-40-490 | Disposable Medical Supplies | 30,875 | 26,984 | 24,834 | 28,616 |
| 58-40-680 | Charge for Services - G/F | 66,564 | 70,742 | 53,057 | 70,742 |
| 58-40-700 | Small Equipment | .00 | .00 | 449 | .00 |
| 58-40-750 | Capital Outlay | .00 | 2,098 | 2,098 | .00 |
| 58-40-970 | Depreciation | 32,629 | 28,000 | 20,997 | 28,000 |
| 58-40-980 | Retained Earnings | .00 | 229,495 | .00 | 192,438 |
| Total EXPENDITURES: | | 905,313 | 817,539 | 535,609 | 817,553 |
| Total Expenditure: | | 905,313 | 817,539 | 535,609 | 817,553 |
| AMBULANCE FUND Revenue Total: | | 1,191,118 | 817,539 | 662,719 | 817,553 |
| AMBULANCE FUND Expenditure Total: | | 905,313 | 817,539 | 535,609 | 817,553 |
| Net Total AMBULANCE FUND: | | 285,805 | .00 | 127,111 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|---|---------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| Community Developmnt & Renewal | | | | | |
| REVENUE | | | | | |
| 61-30-110 | Tax Inc. - 36th Street | 82,848 | .00 | .00 | .00 |
| 61-30-170 | Interest - 36th Street | 24 | .00 | .00 | .00 |
| Total REVENUE: | | 82,872 | .00 | .00 | .00 |
| Total Revenue: | | 82,872 | .00 | .00 | .00 |
| EXPENDITURES | | | | | |
| 61-40-710 | Charge for Services - G/F | 4,142 | .00 | .00 | .00 |
| 61-40-820 | Loan Interest Expense | 149 | .00 | .00 | .00 |
| Total EXPENDITURES: | | 4,291 | .00 | .00 | .00 |
| Total Expenditure: | | 4,291 | .00 | .00 | .00 |
| Community Developmnt & Renewal Revenue Total: | | 82,872 | .00 | .00 | .00 |
| Community Developmnt & Renewal Expenditure Total: | | 4,291 | .00 | .00 | .00 |
| Net Total Community Developmnt & Renewal: | | 78,581 | .00 | .00 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|---|---------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| CRA - Young Mazda Project Area | | | | | |
| REVENUE | | | | | |
| 66-30-100 | Tax Increment | 25,047 | 32,500 | 20,577 | 32,500 |
| 66-30-101 | Interest | 6 | 10 | 52 | 10 |
| 66-30-125 | Sales Tax Revenue | 20,868 | 21,200 | 7,247 | 21,200 |
| Total REVENUE: | | 45,921 | 53,710 | 27,876 | 53,710 |
| Total Revenue: | | 45,921 | 53,710 | 27,876 | 53,710 |
| EXPENDITURES | | | | | |
| 66-40-100 | Professional & Technical | .00 | 30,885 | .00 | 30,885 |
| 66-40-550 | Tax Increment Incentives | 20,868 | 21,200 | .00 | 21,200 |
| 66-40-600 | Charge for Services - G/F | 1,252 | 1,625 | 1,220 | 1,625 |
| Total EXPENDITURES: | | 22,120 | 53,710 | 1,220 | 53,710 |
| Total Expenditure: | | 22,120 | 53,710 | 1,220 | 53,710 |
| CRA - Young Mazda Project Area Revenue Total: | | 45,921 | 53,710 | 27,876 | 53,710 |
| CRA - Young Mazda Project Area Expenditure Total: | | 22,120 | 53,710 | 1,220 | 53,710 |
| Net Total CRA - Young Mazda Project Area: | | 23,801 | .00 | 26,656 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|---|--------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| CDRA - NW Project Area | | | | | |
| Revenue | | | | | |
| 67-30-200 | Sales Tax Revenue | 36,963 | .00 | .00 | .00 |
| Total Revenue: | | 36,963 | .00 | .00 | .00 |
| Total Revenue: | | 36,963 | .00 | .00 | .00 |
| Expenditures | | | | | |
| 67-40-400 | Professional & Technical | 1,480 | .00 | .00 | .00 |
| 67-40-480 | Sales Tax Incentives | 36,963 | .00 | .00 | .00 |
| Total Expenditures: | | 38,443 | .00 | .00 | .00 |
| Total Expenditure: | | 38,443 | .00 | .00 | .00 |
| CDRA - NW Project Area Revenue Total: | | 36,963 | .00 | .00 | .00 |
| CDRA - NW Project Area Expenditure Total: | | 38,443 | .00 | .00 | .00 |
| Net Total CDRA - NW Project Area: | | 1,480- | .00 | .00 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|--|------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| City Center CRA Project | | | | | |
| Revenue | | | | | |
| 68-30-100 | Tax Increment | 6,301 | 42,100 | 310,834 | 312,000 |
| 68-30-300 | Interest Income | 9,065 | 6,700 | 653 | 1,100 |
| 68-30-500 | Sale of Property | 500,000 | .00 | .00 | .00 |
| Total Revenue: | | 515,365 | 48,800 | 311,487 | 313,100 |
| Total Revenue: | | 515,365 | 48,800 | 311,487 | 313,100 |
| Expenditures | | | | | |
| 68-40-400 | Professional & Technical | 11,481 | 36,170 | 3,685 | 35,000 |
| 68-40-450 | Transfer to Hinckley Housing | 630 | 10,525 | .00 | 31,250 |
| 68-40-475 | Interest Expense | 8,343 | .00 | .00 | .00 |
| 68-40-500 | Charge for Services - G/F | 221 | 2,105 | 1,580 | 15,600 |
| 68-40-510 | Transfer to Enterprise Funds | 401,458 | .00 | .00 | 101,458 |
| 68-40-600 | New CDRA Projects | .00 | .00 | .00 | 129,792 |
| Total Expenditures: | | 422,132 | 48,800 | 5,265 | 313,100 |
| Total Expenditure: | | 422,132 | 48,800 | 5,265 | 313,100 |
| City Center CRA Project Revenue Total: | | 515,365 | 48,800 | 311,487 | 313,100 |
| City Center CRA Project Expenditure Total: | | 422,132 | 48,800 | 5,265 | 313,100 |
| Net Total City Center CRA Project: | | 93,233 | .00 | 306,222 | .00 |

| Account Number | Account Title | 2021-22 Prior year Actual | 2022-23 Current year Budget | 2022-23 Current year Actual | 2023-24 Future year Budget |
|---|-------------------------------|---------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| CDRA Hinckley Housing Fund | | | | | |
| REVENUE | | | | | |
| 85-30-400 | Transfer from City Center CRA | 630 | 10,525 | .00 | 31,250 |
| Total REVENUE: | | 630 | 10,525 | .00 | 31,250 |
| Total Revenue: | | 630 | 10,525 | .00 | 31,250 |
| EXPENDITURES | | | | | |
| 85-40-100 | Housing Expenditures | .00 | 10,525 | .00 | 31,250 |
| Total EXPENDITURES: | | .00 | 10,525 | .00 | 31,250 |
| Total Expenditure: | | .00 | 10,525 | .00 | 31,250 |
| CDRA Hinckley Housing Fund Revenue Total: | | 630 | 10,525 | .00 | 31,250 |
| CDRA Hinckley Housing Fund Expenditure Total: | | .00 | 10,525 | .00 | 31,250 |
| Net Total CDRA Hinckley Housing Fund: | | 630 | .00 | .00 | .00 |
| Net Grand Totals: | | 4,366,103 | .00 | 1,273,910 | .00 |

STAFF REPORT



SUBJECT: Discussion on Angled Parking Code
AUTHOR: Mark Vlasic
DEPARTMENT: Planning
DATE: May 2, 2023

SUMMARY

This is a Discussion item to consider changes to the parking layout and design and requirements in the South Ogden form based codes:

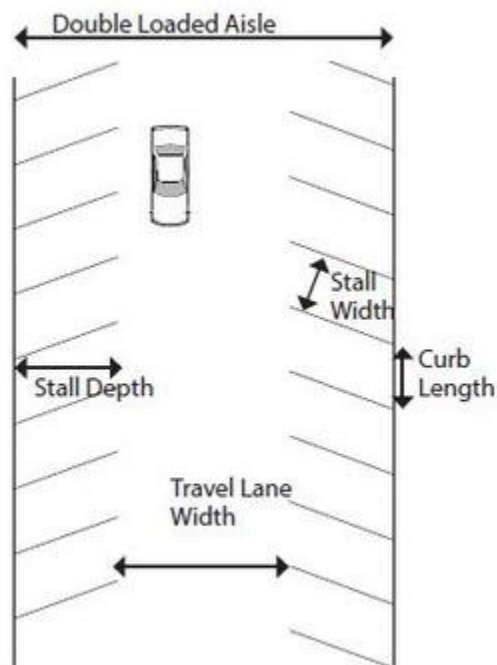
TITLE 10-5.1A-8: Parking (CITY CENTER AND 40TH STREET FORM BASED CODE)

TITLE 10-5.1B-8: Parking (COMMERCIAL AREAS FORM BASED CODE)

BACKGROUND

When the form-based codes were adopted several years ago, the parking design standards were revised and clarified. As part of these changes, permitted Vehicular Parking Dimensions were detailed as follow:

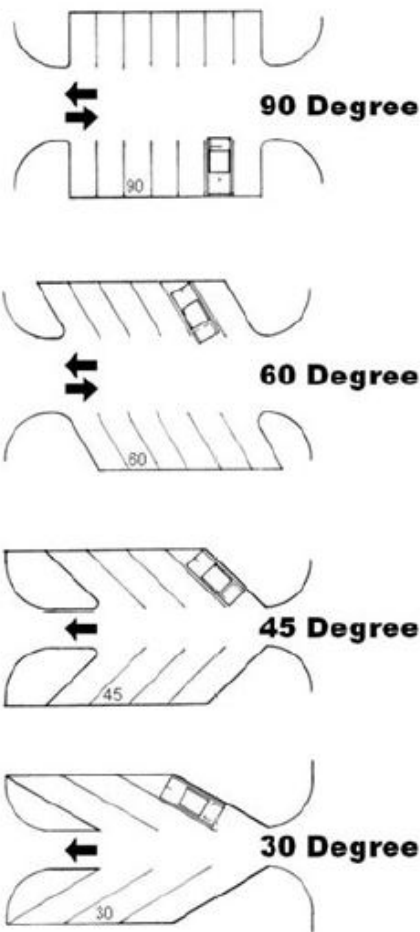
PARKING LOT LAYOUT



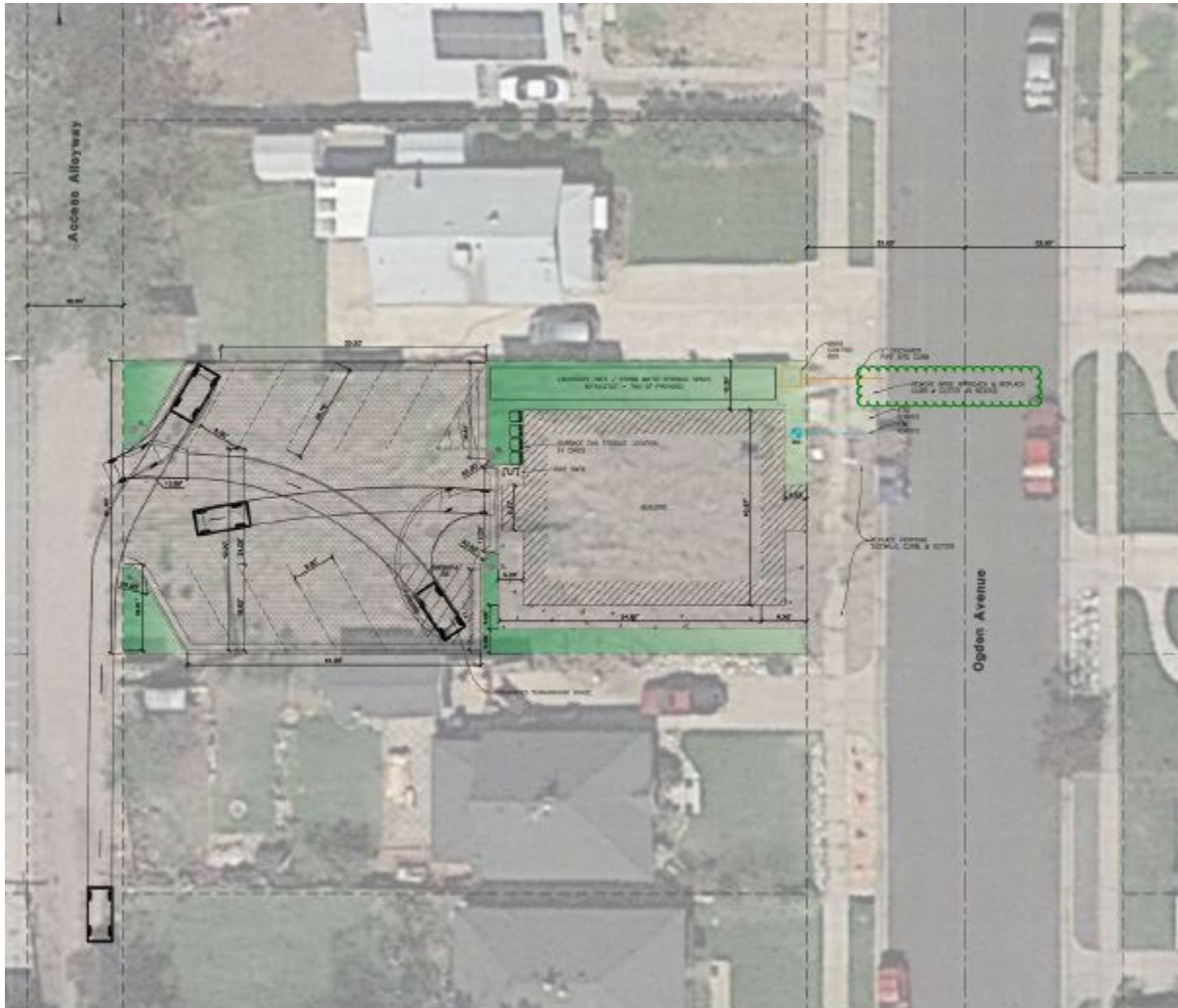
PARKING SPACE DIMENSIONS

| Angle | Curb Length | Stall Width | Stall Depth | Travel Lane Width | |
|-------|-------------|-------------|------------------|-------------------|---------|
| | | | | One-Way | Two-Way |
| 0° | 20' | 7' | - | 12' | 20' |
| 45° | 12' | 9' | 17' | 13' | 22' |
| 60° | 10' | 9' | 18' | 18' | 22' |
| 90° | 9' | 9' | 20' ¹ | 24' | 24' |

In recent months several site plan applications have been received for smaller infill lots with access provided from rear alleys. Since the lots are too narrow to accommodate 90-degree (right- angle) parking, they have been designed with 45-degree parking. Unfortunately, the table above indicates that 45-degree parking is appropriate for one-way and two-way lane widths, which is not correct. As illustrated in the diagram below, 45-degree parking is only applicable to one-way situations with a continuous drive (in and out in opposite sides).



Since the current codes indicate that two-way movement is allowable, some applicants have suggested that they be allowed to use 45-degree parking in “dead-end” parking lots, and that the vehicles be allowed to back out against the flow of traffic into the alley or street (see example below). This is not only unsafe, it is not permitted in the code for residences larger than a three-plex.



RECOMMENDATION AND DISCUSSION

Staff recommends that both Form-based Codes be modified as indicated below:

10-5.1A-8-3: Parking Design Standards

- A. Vehicular Off Street Parking Lots: The design or redesign of all off street parking facilities shall be subject to the site plan approval procedure. Refer to subsection 10-5.1A-10-2E, "Site Plan Approval," of this article for more information.
1. Vehicular Parking Space Dimensions: The appropriate dimensions for parking spaces are outlined in table 8.3(1), "Parking Space Dimensions," and figure 8.3(1), "Parking Lot Layout," of this section.
 - a. The width of a parking space shall be measured from the center of a stripe.
 - b. Each space shall have a vertical clearance of at least seven feet (7').
 - c. 45° angled parking is limited to one-way travel lane only.
 - d. 60° angled parking may utilize a two-way travel lane only as illustrated below:

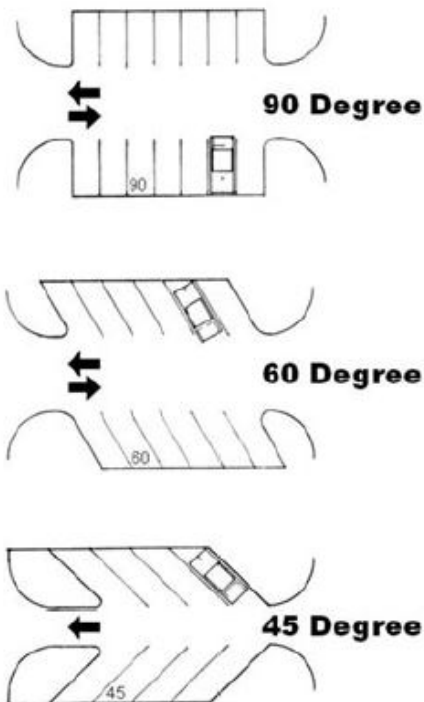


TABLE 8.3(1)

PARKING SPACE DIMENSIONS

| Angle | Curb Length | Stall Width | Stall Depth | Travel Lane Width | |
|-------|-------------|-------------|------------------|-------------------|-----------------------------------|
| | | | | One-Way | Two-Way |
| 0° | 20' | 7' | - | 12' | 20' |
| 45° | 12' | 9' | 17' | 13' | 22' <u>Not allowed</u> |
| 60° | 10' | 9' | 18' | 18' | 22' |
| 90° | 9' | 9' | 20' ¹ | 24' | 24' |

Note:

¹Stall depth may be reduced 2 feet when stall directly abuts an interior parking lot median that includes an additional area beyond the minimum width outlined in subsection 10-5.1A-7-6B of this article, permitting the overhang of the adjacent parked vehicle's front bumper.

REPORT OF ACTION

South Ogden City Planning Commission



MEETING DATE: March 9, 2023
ITEM: Recommendation on Amendment to Angled Parking
LINK: [March 9, 2023 Planning Commission Meeting](#)
Time stamps in blue (00:00:00) correspond to the audio recording

BACKGROUND

Planner Mark Vlasic discovered an error in the code concerning angled parking in parking lots. He brought it before the planning commissioner for their consideration and recommendation.

ACTION OF PLANNING COMMISSION

The Planning Commission recommended approval of the proposed changes.

CONCERNS RAISED AT PUBLIC HEARING

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

PLANNING COMMISSION DISCUSSION

You can listen to the planning commission's discussion on this item at time stamp [00:53:45](#).

MOTION

The motion took place at [00:57:07](#) in the meeting.

Commissioner Bradley moved to recommend to the City Council that the proposed amendments be adopted with the corrections noted in paragraph A, sub-paragraph C. After discussion, Mr. Bradley added that the same corrections should be made throughout the document. Commissioner Layton seconded the motion. The chair called the vote:

| | |
|------------------------|-----|
| Commissioner Snowden- | Yes |
| Commissioner Pruess- | Yes |
| Commissioner Bruderer- | Yes |
| Commissioner Bradley- | Yes |
| Commissioner Layton- | Yes |

The motion stood.