



NOTICE AND AGENDA
SOUTH OGDEN CITY COUNCIL
WORK SESSION
TUESDAY, SEPTEMBER 19, 2023, 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, September 19, 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

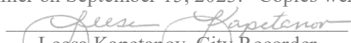
II. REVIEW OF AGENDA

III. DISCUSSION ITEMS

- A. Presentation from Investigators Jack Guenon and Mark Baca, License Director Bobbi Loy - Utah Department of Professional Licensing
- B. Strategic Plan Review and Update

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 September 15, 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.

South Ogden City Strategic Plan

1.0	FISCAL SUSTAINABILITY: Ensure the ability of the City to provide quality public services through careful, long-range planning and evaluation of current decisions in context of future fiscal impacts.		
1.1	Improve Financial Planning	Steve Liebersbach	
1.1.1	Prioritize unencumbered projects against available funds.	Steve Liebersbach	Steve Liebersbach : CARES can be removed - that is completed. ARPA - waiting on departments for "real" bid information - I think an 11/01/2022 deadline should be given. IMPACT FEES - in his last presentation Fred mentioned buy-in component part - this needs to be investigated.
1.1.1.1	Complete a spending plan for Impact Fees	Steve Liebersbach	
1.1.1.2	Departments need to provide a detailed listing of vehicles/equipment & projects for the upcoming budget and beyond so they can be prioritized and funding availability determined	Steve Liebersbach	
1.1.2	Develop vehicle replacement plans	Steve Liebersbach	
1.1.2.1	The analysis of the 2 year buy/sell back vs annual lease option has been done. The depts. need to plan accordingly to optimize the best move on the City's behalf.		
1.1.3	Update Sustainability Model to address inflation, population growth and new revenues/expenditures	Steve Liebersbach	

1.1.4	Hold regular work sessions to review and update the City's Sustainability Models	Steve Liebersbach	<p>MattDixon : Next meeting scheduled for Oct. 05</p> <p>MattDixon : Fred came and presented a CFSP 101 overview for the council on Oct. 5 (presentation attached). Some feedback from the council included: Drill down into more detailed review of Revenues (trends) and Exps., Update model for inflation we are seeing in 2021, and How the model deals with the higher rates of appreciation in property values we're seeing. There was also a desire to see what has been getting pushed within the CIP's.</p> <p>MattDixon : Fred came and we held a work session on the Model in April 2022.</p> <p>SteveLiebersbach : This can be done either 10/04 or 10/18 but should happen after the capital equipment decisions are made.</p>
1.1.4.1	Schedule work session with Fred and CC to review/discuss updated models	Steve Liebersbach	
1.2	Increase Revenues through Grants	Matt Dixon	
1.2.1	AARP Community Challenge Grant	Matt Dixon	<p>MattDixon : Applications are being accepted now through March 15 at 5:00 p.m. ET and must be submitted through www.AARP.org/CommunityChallenge . Projects must be completed by November 30, 2023. The program is open to 501(c)(3), 501(c)(4), 501(c)(6) nonprofits and government entities.</p>

1.2.1.1	Attend Feb. 8 Q&A Webinar	Matt Dixon	<p>MattDixon : Applications due March 15, 5 p.m. EST. Must be submitted via their online portal (OpenWater). Communitychallenge@aarp.org for questions. The webinar will be available on the website under 2023 Community Challenge. Ideas: benches for Nature Trail and/or Heritage Trail. Application page: https://www.aarp.org/livable-communities/community-challenge/info-2023/2023-challenge.html. Advice: tying the plan back to how we are impacting seniors within the community. Build an awareness with seniors for your project. Building partnerships around the project and other relationships in the community around your project. What are "tangible benefits?" General they are physical things but can also mean programs that impact lives. Applications can be edited any time before the deadline but not after. Projects must be completed by November 30, 2023. Demonstration, Flagship, Capacity Building are the three grant areas. Looks like best option may be to seek funding to help install more benches in our parks. Matches are not required but there is a space to include, if applicable. AARP likes the funding to go towards catalyst projects to test concepts less about on-going programs, etc. Not required to upload anything but system will allow you to upload one file (PDF). If awarded a grant, we will receive branding information from AARP with options.</p>
1.2.1.2	Identify grant requirements and prepare a grant request for CC to approve.	Matt Dixon	<p>MattDixon : Determined that this grant would be best for benches along the Heritage Trail and the city should look to apply for this grant in 2024.</p>
1.2.1.3	Prepare and submit grant request to AARP	Matt Dixon	<p>MattDixon : AARP.org/livablecommunities/communitychallenge for grant access.</p>
1.2.2	Federal grant submitted requesting \$44,000 for body worn cameras	Darin Parke	
1.2.3	Jason W. Read Foundation grant awarded \$1,500 for ShotDot system. (applied for \$4,937.50).	Darin Parke	
1.2.4	Safe Routes to School grant awarded for 850 East 5600 South Crosswalk in 2021 for 2024 budget cycle. Award was \$61,621. Information attached.	Jon Andersen	

1.2.5	CCJJ grant for ballistic shields for PD - awarded \$3,293.98	Darin Parke	
1.2.6	Federal grant submitted for \$8,500 for body armor	Darin Parke	MattDixon : If not awarded city will need to allocate \$17,000. If awarded city will pay \$8,500.
1.2.7	Outdoor Recreation Grant	Matt Dixon	
1.2.7.1	Review grants for Nature Park Trail improvements	Matt Dixon	<p>MattDixon : The Recreational Trails Program Grant: https://recreation.utah.gov/grants/recreational-trails-program/ This program helps pay for maintenance of outdoor trails. Apply for funding to help rebuild Nature Park Trail for winter use.</p> <p>MattDixon : Following review of the UORG grants, it was determined that the Nature Park Trail improvements would not qualify for UORG funding. This is due to the fact that the city has already hired Granite Construction to complete the work in 2023. Attention turned to UORG for skatepark project.</p>
1.2.7.2	Application submitted for \$200,000 for construction of 40th Street skatepark project (see attached application).	Matt Dixon	

1.2.7.3	Grant award from UORG signed by city leader and state rep (see attached)	Matt Dixon	<p>MattDixon : Good day Matt,</p> <p>On behalf of the Utah Division of Outdoor Recreation and the Utah Outdoor Recreation Infrastructure Advisory Committee, it is our pleasure to inform you that a Utah Outdoor Recreation Grant (UORG) to South Ogden City Administration in the amount of \$200,000.00 has been approved for the South Ogden 40th Street Skatepark.</p> <p>In the next couple of weeks, the grant contract will be emailed to you for your review and you may submit revisions if needed, prior to signing. The grant contract period will provide 28 months in which to complete the project. Is there anyone else who should be copied on this email to review the contract? Please provide these names and emails in your response.</p> <p>Before signing the contract, please review the Post-Award Process Guide for Grant Recipients attached below. Keep in mind, as part of your contract, you are required to submit 6-month progress reports till the contract terms are complete. These progress reports can be submitted through the grant portal at https://utdnr.org.my.site.com/portal, or submitted via email with a progress report word document. Finally, please review the reimbursement process and begin collecting and organizing the invoices, payments, and any in-kind contributions that are used for the project.</p> <p>The Utah Division of Outdoor Recreation is proud to support your outdoor recreation infrastructure project. Thank you for your crucial role in allowing us to pursue our mission and helping make Utah the greatest state for outdoor recreation!</p> <p>All our best,</p>
1.2.8	Foundation grant awarded for Shotdot for \$4,937.50	Darin Parke	
1.2.9	UCA grant submitted and awarded \$32,069.20 for PD and Fire radios	Darin Parke	MattDixon : City will be required to pay \$206,626.18 for radios.
1.2.10	State of Utah Public Safety grant for Shotdot - awarded \$4,937.50 (see award letter attached).	Darin Parke	
1.2.11	2023 RAMP Grants	Matt Dixon	MattDixon : Received award of \$650,000 for Skatepark, \$22,000 for S. Ogden Days, and \$42,000 for Heritage Trail Phase II but nothing for Meadows Park.

1.2.12	Justice Court Technology Grant \$7,500	Doug Gailey	<p>Matt Dixon : The system will primarily be used by the court to allow the Judicial Performance Evaluation Commission to evaluate judge performance during court proceedings.</p> <p>The system must allow broadcasting of court hearings via WebEx conferencing platform (I have received confirmation that they will accept other platforms as well). The system must be able to capture facial expressions of the judge, attorney, witness, and/or litigant, regardless of whether appearing remotely or in-person.</p> <p>Equipment: 1 Dell 5530 Laptop \$1,769 I am waiting for the official Dell quote. We got the grant based on the attached screen shot. They allowed for the submission of the screen shot as a quote. 3 PTZ NDI Cameras \$5,537.57 (\$1,781.19 each) 1 16 Port POE+ switch \$194.00 Total: \$7,306.57 The total is approximately \$300.00 less than what I originally submitted for the grant. The cameras dropped in price since then.</p>
1.2.13	State of Utah public safety grant for First Responders First mental health services \$26,900	Darin Parke	
1.2.14	BCTC Prevention Prepared Communities Grant - \$9,000 (\$6k SOD, \$1k Winter Traditions, \$1k Movies in Parks)	Doug Gailey	
2.0	EMPLOYEES: Recruit, develop and retain quality employees by maintaining competitiveness in pay and benefits and demonstrating a commitment to every employee's growth and development.		
2.1	Improve Employee Satisfaction	Doug Gailey	
2.1.1	Develop list of no-cost/low-cost benefit enhancements	Doug Gailey	
2.1.1.1	Conduct work session with the council to discuss Alternative work schedules (i.e. 5/4/9 & 4/10)	Doug Gailey	Doug Gailey : The council opted not to implement an alternative work schedule.
2.1.1.2	Conduct analysis and make recommendations for retirement benefits	Doug Gailey	
2.1.2	Council to hold employee BBQ event	Doug Gailey	

2.2	Increase quality of organizational leadership & employee capacity.	Doug Gailey	
2.2.1	Complete Arbinger Outward Leadership Training with all supervisors/managers	Matt Dixon	
2.2.2	SOLA	Doug Gailey	
2.2.3	Secession planning	Doug Gailey	
2.2.3.1	Meet with department heads to clarify organizational structure and optimize opportunities for promotional experience.		
2.2.4	Leadership Book Club	Matt Dixon	
2.2.5	Work with department heads to create out of class pay for employees temporarily assigned to a leadership position.	Doug Gailey	
2.2.5.1	Meet with Steve to formulate a paycode that would allow employees to be compensated for out of class assignments.		
3.0	INFRASTRUCTURE: Invest in the maintenance of existing City infrastructure (i.e. utilities, parks, roads, etc.) and plan for new infrastructure needs necessary to support new growth and development within the City.		
3.1	Increase resident satisfaction rating of the City parks by 10 percent	Jon Andersen	
3.1.1	Conduct a Parks-specific survey as a follow-up to Community Survey	Doug Gailey	
3.1.2	Replace playground at Friendship Park (2022)	Jon Andersen	MattDixon : City Council directed staff at 12/07/21 meeting to pursue RAMP grant for replacement of playground at Friendship Park. Jon will work with vendor on coming up with some design options and will share the concepts with the council.
3.1.2.1	Survey playground area	Jon Andersen	
3.1.2.2	Playground equipment to best use the area	Jon Andersen	
3.1.2.3	Utilize State procurement site to get playground equipment for the park	Jon Andersen	MattDixon : BigT Recreation submitted design and color scheme (see attached). Council will be given opportunity to provide input prior to placing the order.
3.1.2.4	Complete park installation	Jon Andersen	

3.1.3	Complete Phase I of the South Ogden Heritage Trail at Friendship Park	Matt Dixon	<p>MattDixon : Held first committee meeting on 3/28/2022 (agenda attached). Present were Jon Andersen, Lynn Call, Ed Allen and Jim Larkin. Those excused were Mayor Porter, Councilmembers Strate and Smyth. Group proposed that Ed Kleyn, Rich Sadler, Katie Nelson be invited to join the committee and Mayor Porter suggested that Gene Sessions also be invited. During the Committee meeting we Reviewed Project Purpose Statement, Vision, Stakeholders and Constraints. Committee developed evaluation criteria and success indicators and established next Tasks and Subtasks that are necessary to move the project forward. These tasks and subtasks have been added to the project below. Total cash funds currently allocated to the project are \$79,000 (\$48k RAMP, \$10.75k SUP, \$5k Bank of Utah, and \$15.75k South Ogden City). Group hopes to gain \$50k more in June from Eccles Foundation. Group decided to meet every two weeks as the project gets going. We hope to shoot for South Ogden Days as an opportunity to showcase the monuments and market the project. A group email will be started so that we can stay coordinated.</p> <p>MattDixon : Held committee meeting today. Committee reaffirmed the scope of the project to be the greater South Ogden/Weber County/Northern Utah area and, when appropriate, will weave in S. Ogden content to highlight things unique to S. Ogden. Discussed work for each sub-committee (see Subtasks below) for the next month. List of attendees is attached.</p> <p>MattDixon : 1/12/23 committee meeting. Reviewed finances for the project, 2023 RAMP grant application and reviewed and updated Monument Prioritized List, made edits and updates. Jon will get two more monuments ordered through Bott's, Gene and Richard will continue writing and send information as they get it done, Policies and Procedures will be reviewed and updated, Jim Larkin will work on QR codes with links supplied by Gene and Richard as they write. Matt solicit support from Mountain America and DL Evans Bank. Next meeting committee</p>
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3.1.3.1	Hold meetings to coordinate project execution	Matt Dixon	<p>MattDixon : During the May 24, 2023 meeting, Kathryn MacKay joined the group at the invitation of councilmember Smyth. Kathryn and councilmember Smyth agreed to work on content recognizing historical contributions by women the city may wish to recognize. Dave Bott agreed to draft a mockup of a monument. Sadler and Sessions agreed to keep writing and submit work for review by committee members. Still waiting for arrival of the first two granite monuments.</p> <p>MattDixon :</p> <p>MattDixon : Committee met on 9.11.23. First two granite monuments are here and two more should be here by Oct. 1. Committee has draft language for three sides of the first two monuments with additional writings to begin soon. Committee agreed to meet every two weeks to keep the project moving. Committee wants to start our next meeting at Bott's to understand what they can do regarding maps/illustrations, etc.</p>
3.1.3.2	Gene Sessions and Richard Sadler to work on content for monuments		<p>MattDixon : Had a call with Dave Bott. He will prepare a mockup of the monument and determine how many words we can put on each side. He'll have it to me by the end of the week. He also asked if he could invoice us for 1/2 of the cost as is customary with the other 1/2 after installation.</p> <p>MattDixon : Received mockup (attached) of a monument with 1" lettering and 3/4" spacing. Total word count is approximately 154 per side.</p> <p>MattDixon : Gene Sessions submitted a draft of language for the Bonneville Shoreline monument (attached).</p> <p>MattDixon : Met with Gene and Richard and Mayor Porter. Gene and Richard provided an updated monuments list (see attached) for the committee to review and provide feedback on. They also provided language for Lake Bonneville and Geology monuments.</p> <p>MattDixon : Sessions submitted writings for three sides with a fourth coming soon (attached).</p>

3.1.3.3	Secure funding from other Grants and Donations	Matt Dixon	MattDixon : Received (attached) a donation from the Eccles Foundation in the amount of \$20,000. MattDixon : Received \$10,000 from SUP organization (receipt attached) MattDixon : RAMP awarded additional \$42,000 for Phase II of the project. MattDixon : Letter sent to Morris at DL Evans Bank on 9.11.23. He indicated he'd like to support the project. Letter attached.
3.1.3.4	Review plan for Heritage Trail with Jon and determine best location for the monument	Matt Dixon	

3.1.3.5	Meet with SUP Org. and discuss plans, budget, etc.	Matt Dixon	<p>MattDixon : Meeting scheduled for Sept. 14, 2021</p> <p>MattDixon : Meeting scheduled on Sept. 15 at 3:30 p.m. at city hall.</p> <p>MattDixon : Held meeting this week with SUP. They want to know if the city would entertain another RAMP grant for the placement of two signs in Friendship Park. The first would be an American Indian/Trappers monument and the second would be a John C. Fremont/Kit Carson monument. I talked with the council and this will be on the Oct. 5 agenda as a discussion/action item. If the city doesn't want to do this, SUP will try and raise the money on their own for the Kit Carson monument.</p> <p>MattDixon : City council discussed Heritage Trail on Oct. 7 meeting. Decided the city would be willing to contribute money to the project IF SUP was able to raise matching funds for the project. If funds could be raised, consider making RAMP application for 4 monuments with the matching funds from SUP and SOC.</p> <p>MattDixon : SUP and staff met on Oct. 27: discussed city will help put together a flyer to help them solicit donations/support. They have many groups that they believe will support the project - not sure how many will contribute funding. SUP has committed \$5,000. Discussed having Major Monuments to recognize groups (i.e. Indians, Trappers, etc.) and Minor Monuments to recognize important individuals (i.e. John Fremont, etc.).</p> <p>MattDixon : SUP and staff met on Oct. 27: discussed city will help put together a flyer to help them solicit donations/support. They have many groups that they believe will support the project - not sure how many will contribute funding. SUP has committed \$5,000. Discussed having Major Monuments to recognize groups (i.e. Indians, Trappers, etc.) and Minor Monuments to recognize important individuals (i.e. John Fremont, etc.).</p>
3.1.3.6	Review the plans with City Council in work session to verify approval of location and project details	Matt Dixon	<p>MattDixon : City Council agreed that the best location will be Friendship Park and they agreed to match donations/funds raised by SUP up to \$20k of city money</p>
3.1.3.7	Apply for RAMP funding to help with the project.	Matt Dixon	<p>MattDixon : SUP is donating \$10,000 in cash, Weber County Heritage Foundation \$4,000 of in-kind consulting. City council agreed to match up to \$20k. Asked RAMP for \$50k. RAMP application attached.</p>

3.1.3.8	Request of qualifications (RFQ) prepared to select monument company to help consult and construct this project.	Jon Andersen	MattDixon : Jon solicited proposals from several companies with only one expressing interest (Botts). A copy of the RFP is attached. This will be reviewed at the next Committee meeting in Aug.
3.1.3.9	Firm up project scope with the Committee (i.e. are we focused on S. Ogden history or greater Weber County history?).	Jon Andersen	<p>MattDixon : On Jul 5, 2022, at 7:31 PM, Katie Nelson <katiensel@webercountyheritagefoundation.com> wrote: Hi all, We've been tasked with producing a "history master plan" or big picture history of South Ogden, which the city can draw on for years to come as the Heritage Trail grows. We aim to have this finished by the end of August.</p> <p>I will bring a big-picture timeline. We can at the meeting discuss the potential for, and pros/cons of, highlighting individuals, particular events or time periods, etc. Our main questions: 1- What is the story of South Ogden? (particularly, I am interested in what sets it apart from other cities?) 2 - What does it mean to be someone from South Ogden? 3 - What universal stories can we all claim as our heritage?</p> <p>HERE I've got a range of dates for us to potentially meet in early August. Please select your availability ASAP. (Given the lack of air conditioning at City Hall, let's meet at the Eccles Art Center, 2580 Jefferson.)</p> <p>Thanks!</p> <p>Katie</p> <p>MattDixon : July 8, 2022 from Richard Sadler: my understanding concerning some monuments for South Ogden was that we would look broadly at the history of northern Utah (and not just at South Ogden). Another idea advanced was that many of our historical contributions and ideas which might move to some kind of monument status was to put together in one group people who influenced the area - for example fur traders, native Americans, important 19th century women, important 19th century men, important 20th century women, and important 20th century men - from northern Utah. This was a beginning</p>
3.1.3.10	Get representative from Weber Heritage Foundation (Katie Nelson)	Matt Dixon	
3.1.3.11	Invite Rich Sadler, Katie Nelson, Brent Strate, Mayor Porter, and SUP & DUP for next meeting (Phase I and Policy Creation)	Matt Dixon	

3.1.3.12	Physical Facilities Committee will finalize agreement with Botts and get three monuments ordered	Matt Dixon	MattDixon : Contract has been signed with Botts and 2 monuments have been ordered.
3.1.3.13	Historical Committee working on list of Top 30 (10 monuments) and will present recommendations to chronologically divide the trail.	Matt Dixon	MattDixon : Richard Sadler email from 9/22/22: Matt included with this e mail is an outline of some of the thoughts I have had concerning the monuments and topics. I believe this is a good place to begin a discussion with committee members, and probably many would agree on the first suggestion for a monument with three sides featuring: native Americans, Geography and its involvement, and the fur trade and its impact on northern Utah. Please feel free to share this list with committee members and I am hopeful it will lead us forward to make good decisions. I am sorry to miss the October 3 meeting, but I am committed to be involved with this project. Richard Sadler (document attached) MattDixon : Historical Committee met and developed a Monuments List (attached) for recommendations to the Committee. Matt asked to find out how many words for each side of the monuments from Botts.
3.1.3.14	City Council (Arts Council) to review and prioritize top monuments they want developed and install in the park	Matt Dixon	MattDixon : 1/3/2023 Council met and decided on the following priorities for monuments based on the Monuments List prepared by the Historical Content Subcommittee (see attachment in 3.1.7.10). Phase I: Monuments 1,2,3, and 6. Phase II: Monuments 4,5,7, and 8.
3.1.3.15	Finance Committee will pick up check from Bank of Utah (Doug DeVries) for \$7,500 and request donation from Goldenwest Credit Union (Kerry Whalen) for \$5,000	Matt Dixon	MattDixon : Letters from Mayor Porter were sent to BoU and GW seeking financial support for the project. Doug with BoU indicated that they may donate \$10,000 and GW is expected to contribute \$5,000. Copies of the letters are attached. MattDixon : Received Goldenwest donation of \$5,000 on 9/21/2022. MattDixon : Bank of Utah donated \$7,500 towards the project. Check was deposited on 9/28 (copy attached).
3.1.3.16	Provide Emma Eccles Foundation a project update	Matt Dixon	
3.1.4	Review the Nature Park development and improvement plan (recreation, conservation, education) and discuss next steps	Matt Dixon	MattDixon : work session scheduled for second meeting in Sept. 2021

3.1.4.1	Find the Nature Park development plans that were originally created	Matt Dixon	
3.1.4.2	Review the development plan, identify what has been completed, what remains and prepare presentation to review with the City Council	Matt Dixon	
3.1.4.3	Work with USU to see if there is a project they can help us with at the Nature Park.	Matt Dixon	<p>MattDixon : Mayor Porter set up meeting with USU rep named Helen. Met with her and councilmember Strate and Jon Andersen at the park. She will put us in touch with others at USU that may be able to help us look at a project.</p> <p>MattDixon : Email from Helen following the park meeting: Hello all,</p> <p>I have been in contact with the Mayor of South Ogden, Russ Porter, in efforts to design an interactive and wildlife-friendly landscaping for the S. Ogden Nature Park. This is a public park that includes a paved trail, dirt trails for mountain biking, hiking, and running. It is located within foothill-type canyon with a riparian area encircled by the paved trail. The nature park also includes a splash pad, playground, grass fields, and amphitheater at the main entry.</p> <p>Our goal is to pull together a committee to improve/restore the park for the purpose of attracting wildlife and local visitors, achieving both environmentally-sound and visitor-friendly space. We have discussed a few ideas so far.</p> <p>Moving forward, I would like to schedule a brainstorming meeting for those who are interested. I would like to get a few experts on board to assist with planning – which is why I am reaching out to you. If you have interest in helping with this project, please let me know. Also, if there is anyone in your field that would be interested in assisting with the project, please forward this to them. When I hear back from you, I will send out a doodle poll for the initial meeting. If you have any questions please feel free to contact me.</p> <p>(don't worry Russ, I doubt anyone will want to release lions, tigers, or bears)</p> <p>Happy Monday! -Helen</p>
3.1.5	Complete a Park Master Plan for Meadows Park	Jon Andersen	MattDixon : RAMP grant application for funding to help with parking lot and playground was unsuccessful in 2023.

3.1.5.1	Request a proposal from Landmark Design for the site master plan	Jon Andersen	JonAndersen : Attached proposal will go before the Mayor & City Council September 6, 2022
3.1.5.2	Review amenities with city council and provide direction to Landmark Design	Jon Andersen	MattDixon : had discussion with city council and looked at various amenities. Direction was given to staff to design a park with a Basketball Court, two Pickle Ball Courts, a restroom and bowery and playground area. Hugh will work on the design and get a draft to staff for review by the council.
3.1.5.3	Determine which concept the CC prefers and provide direction to Landmark for final Mater Plan	Matt Dixon	<p>MattDixon : Matt and Jon,</p> <p>I have attached 4 concepts for the Meadows Park in South Ogden.</p> <p>The first two concepts (1A and 1B) in the presentation are based on our discussions in the City Council Work Session. Concepts 2 and 3 have similar elements but we explored some alternatives for your consideration.</p> <p>Please review the concepts and we will then take comments and work on finalizing the master plan for Meadows Park.</p> <p>Let us know if you have any questions or need additional information.</p> <p>Thanks.</p> <p>Hugh Holt Landmark Design D: 801-474-3303 O: 801-474-3300</p> <p>MattDixon : 11/15/2022 Council reviewed 4 concepts provided by Landmark (attached). Direction was to move forward with Concept 1B with request to swap the playground area and the basketball area out of concern that the playground should not be close to 5700 S.</p>
3.1.5.4	Finalize and have council approve Master Plan Design	Matt Dixon	

3.1.6	Complete Phase I & II of Club Heights Park.	Jon Andersen	JonAndersen : The water feature and sod at the detention area of Club Heights are the two remaining items for completion of the project. The water feature has had some progress but due to the concrete shortage issue the completion date is unavailable. It will be completed as soon as they can get the needed material.
3.1.6.1	Monitor drought to see when the sod can be installed	Shane Douglas	JonAndersen : Pine View is planning on turning the water off September 1, 2021. Sod install not looking good Weber Basin will turn off September 20, 2021 JonAndersen : I talked with Matt Dixon about whether to do the sod with the watering turning off and that the City would have to use culinary water to keep it alive until it goes dormant. Did not come to a conclusion/solution. JonAndersen : Pine View plans to turn water off September 10, 2021
3.1.6.2	Playgrounds & Pavilions installed fall of 2021	Jon Andersen	JonAndersen : Playgrounds & Pavilions have been ordered. Playgrounds are set to arrive and be installed the middle of September. Pavilions should becoming the later part of September JonAndersen : Pavilions are currently being installed, the boulders for the back play area have been delivered and waiting to be installed. Still waiting for the two playgrounds to be delivered. MattDixon : Jon reported that the playgrounds are installed. Large boulders will be installed as soon as conditions permit. Sod will be scheduled for mid to late April 2022.
3.1.6.3	Working on changing the water feature for improved functionality	Jon Andersen	JonAndersen : Change order was signed to move forward with a more solid type water feature. Will update once I have construction timeline

3.1.7	Complete Burch Creek Park.	Jon Andersen	<p>MattDixon : Jon reported today that the only remaining issues are: building a small concrete retaining wall between dirt landscaping and playground area and final plant/tree replacement - which will be in spring of 2022.</p> <p>JonAndersen : Change order was signed to fix the above mentioned areas. Will give update once I have been given a timeline for construction. Still having major issues with the pumps, looks like they will be shut down for the year and look for another solution for the pumps</p> <p>JonAndersen : Hogan is currently working on cementing the rock water feature and preparing to put the steel plates in by the lower playground.</p> <p>JonAndersen : Hogan has completed the cementing of the rock water feature, sprinkler repair and the improvement by the playground d need to be improved/repared</p>
3.1.7.1	Need to address the warranty issues on landscaping, features, etc. Warranty period should be through June 1, 2022	Jon Andersen	JonAndersen : Walked the park with Hogan Construction, Landscaper is supposed to replace several trees and some plant material thought the whole project area.
3.1.8	Compare results from 2020 Community Survey to 2021 Survey	Matt Dixon	<p>MattDixon : after declining from 74% to 70% of residents who rate City Parks as either Excellent or Good from 2017 to 2019, resident ratings of Excellent or Good increased to 82% in 2022. From 2020 the rating increased from 72% to 82%. Survey results attached.</p> <p>MattDixon : 2022 survey showed 78% of residents rated our parks as either excellent or good. Although slightly lower than 2021, the results are still within the margin of error (+/-4%) compared to the 2021 results.</p>
3.2	Increase resident satisfaction with the quality of the City's streets by 10 percent	Jon Andersen	
3.2.1	Complete a minimum of \$1.3M in road maintenance and improvement projects annually	Jon Andersen	
3.2.2	Increase beautification of Washington Blvd. between 36th and 40th Street.	Matt Dixon	

3.2.3	Review 2020 Community Survey results for base satisfaction score.	Matt Dixon	<p>MattDixon : Survey results from 2017 thru 2020 indicate that residents who rated the quality of city streets as either Excellent or Good were 22.50%, 30.67%, 29.65% and 38.92% respectively. The goal is to have this combined rating be equal to or greater than 48.92%.</p> <p>MattDixon : 2021 combined "Excellent" and "Good" was 41.75%. Short of the goal of 48.92 but positive gains from prior years.</p> <p>MattDixon : 2022 results were 38.97%. Lower than 2021 but still within the margin of error of +/-4%.</p>
3.2.4	Compare 2021 Survey Results with 2020	Matt Dixon	<p>MattDixon : Total of "Excellent" and "Good" rating was 41.74% (see results attached).</p>
3.3	Complete design and construction drawings for a Skatepark.	Matt Dixon	<p>MattDixon : Draft of construction drawings were submitted for review from Adam with Spohn Ranch. Sent to Jon for review by engineering.</p>
3.3.1	Identify best locations for Skate Park	Matt Dixon	

3.3.2	Gather project options with Skate Park layouts and estimated costs	Jon Andersen	<p>MattDixon : Pics submitted by Steve Liebersbach from Winter Park (see files tab)</p> <p>MattDixon : Pics from Jon Andersen emailed 7.12.21 (see files tab). Option A = 3,500 sq. ft. for \$250k - \$400k. Option B (Bowl Design) = 5,000 sq. ft. for \$300k - \$500k. Option C = 7,500 - 9,000 sq. ft. = \$750k - \$1M.</p> <p>MattDixon : Councilmember Orr emailed a pic of a linear skate park. I added it as an attachment.</p> <p>MattDixon : Council reviewed and discussed the skate park project at the Oct. 19 meeting. They decided that they did not want to have this ready for a RAMP application in January. They agreed to have a plan put together this year (fiscal) with a possible RAMP application January 2023.</p> <p>MattDixon : Meeting with Mayor Porter, Matt Dixon, Ginger McKenzie, Jared McKenzie, Matt Flinton, Mike Howard, Jon Andersen, and Lenny London (Tony Hawke grant), Matt Robertson:</p> <p>Mike likes 40th Street better than Meadows. Ginger likes a very visible location near active areas. She likes North Ogden's park best.</p> <p>Group likes 40th and would like to create something like N. Ogden has as far as the skating community, etc. Visibility is important to keep it safe.</p> <p>Park Type: Most kids will like rail and ledges, etc. North Ogden has the most diversity of any park around.</p> <p>Reviewed different layouts and features and it was decided that only one large, steep bowl and a beginner bowl. Mostly looking at street skate features with rails, manuals and various features, etc.</p> <p>Mayor reviewed process is to develop a plan and funding so we can look at grants (Tony Hawkes, RAMP) next year 2022/2023.</p>
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3.3.3	Determine location	Matt Dixon	<p>MattDixon : Emailed Leesa to schedule the work session in Dec. for council to discuss skate parks</p> <p>MattDixon : Work session scheduled for Oct. 19 so staff can plan for RAMP funding, if council agrees to make this a priority project. Staff seeking direction on location, size, budget, RAMP, etc.</p> <p>MattDixon : Council agreed with the Committee's recommendation that the best location for the skate park will be 40th Street Park in the detention basin.</p>
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3.3.4	Contract with qualified firm(s) for project design	Matt Dixon	<p>MattDixon : Committee meeting on 8/22/2022 reviewed proposal from Grindline and Landmark Design. Committee really liked Grindline and agreed that they would be a qualified firm to work with. Group agreed that the park needs to be modern with lots of flow and transitions, unlike anything in the area. I agreed to work on procurement to see if we need to go out for formal proposals in lieu of just selecting Grindline.</p> <p>MattDixon : Cody from the Committee submitted this email with some qualified firms who know how to build good skateparks:</p> <p>Hi Matt,</p> <p>Great to meet you the other week and thanks again for supporting this on the administrative level. There's been a lot of excitement in the skate scene since then and I can't wait to bring a larger representation to the next meeting.</p> <p>As promised, here are a list of skatepark designers/builders that we would recommend reaching out to if South Ogden City needs to offer it out to bids.</p> <ul style="list-style-type: none"> •Grindline •Hunger Skateparks •Spohn Ranch •Team Pain •Evergreen •Dreamland <p>I don't believe I'm on the email thread yet, but if you could send a reminder whenever the next meeting is scheduled I'd love to be there.</p> <p>Thanks! -Cody</p> <p>Cody Lee Advertising Analyst P: 801.328.4067 cody.lee@kodiakcakes.com</p>
3.3.4.1	Solicit proposals from qualified firms for design work	Matt Dixon	
3.3.4.2	Review proposals and enter into a contract with the qualified firm	Matt Dixon	<p>MattDixon : City Council approved contract (proposal attached) with Spohn Ranch on 11/01/2022.</p>

3.3.5	Gather input from the public and Committee for design	Matt Dixon	<p>MattDixon : Phase I - finalize agreement. Kirsten (Reno) will look at the agreement for their end and get it back to us.</p> <p>Phase II - Kickoff Meeting</p> <p>Ready to start with survey data gathering to go live on Monday, Nov. 7 for two weeks. Push out through committee and social media.</p> <p>Needs: GeoTech Report, Site Survey (CAD format)</p> <p>Schedule meeting for 11/21/2022 at 4 p.m. with committee to set expectations and review the data from survey to help with conceptual designs</p> <p>Goal is to have second meeting before Christmas with two very good concept plans.</p> <p>MattDixon : Group:</p> <p>Mark your calendars (I'll also send a meeting invite)!!! On Monday, November 21 at 4 p.m. we will be hosting a kickoff meeting with Spohn Ranch. I expect the meeting to last between 1.5 to 2 hours. There will be an online survey launched next Monday, Nov. 7 that we want to get out to as many local riders as we can (especially South Ogden riders). The survey will gather lots of information related to their wheels of choice, preferred features, etc. to help us as we work with Spohn in creating two conceptual designs. During our meeting on Nov. 21, we will review the data from the survey, get to know Spohn Ranch, and give them your ideas to help them go back and start working on the concept plans. Our goal is to have two good concepts drawn up before Christmas with a decision on the final plan in time for our RAMP grant application in mid-January.</p> <p>Thanks for being involved. Oh, and the meeting will be open to any public who'd like to attend. It will be here at City Hall in the EOC room in the front of the building.</p> <p>Have a great day!!!</p> <p>Matt</p>
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3.3.6	Committee review concepts and make recommendations for final concept.	Matt Dixon	<p>MattDixon : Spohn submitted a very rough draft concept in preparation for the council meeting on Jan. 3 (see attached). The concept is likely to change substantially as the design team moves forward and works with the committee.</p> <p>MattDixon : Committee has been presented with two concept plans (see attached Opt. 1 & Opt. 2) for review. Feedback will be accepted until 3.15.2023. Spohn Ranch will then finalize the two concepts for committee and council review and public sharing.</p> <p>MattDixon : Feedback from Cody Lee: Thanks again for all of the hard work going into this – really stoked to see it come to fruition. In general, many of us strongly prefer option 1 but I am open to seeing design improvements to make Option #2 a more free flowing park.</p> <p>Design 1:</p> <ul style="list-style-type: none"> •The more I thought about it, the more I'd advocate for removing the arch feature (or finding another place for it) or think the bowl would benefit from having regular coping around that corner, and it would be easier to shift the bowl and allow more space for street on the far side •I love the amount of small transition and individual zones throughout this park design. I wouldn't change a thing about the transition of this park, it's exactly what we had hoped for in the planning process and has features for beginner to advanced riders •There was some talk about the street section on the East side being too skinny oMaybe shifting the bowl solves this, or maybe it's possible and within scope to add a wider section of concrete here? •Ramp/euro gap might need to be adjusted due to lack of speed from the plaza section <p>Design #2:</p> <ul style="list-style-type: none"> •Overall, I think this design has a great street section but is hindered by it's 2 zones and lack of free flow throughout
3.3.7	Council approve final concept plan	Matt Dixon	
3.3.8	Apply for grants to help fund construction of the project	Jon Andersen, Matt Dixon	<p>SteveLiebersbach : this was pulled from FY 2023 budget and will be fully funded and part of the ARPA projects</p> <p>MattDixon : Received award notice from UORG that the project has been awarded \$200,000 of state funding to help (see Initiative related to increase revenues thru grants under Fiscal Sustainability for details).</p>

3.3.8.1	Complete Outdoor Recreation Tier I Grant for \$200,000	Matt Dixon	
3.3.8.2	Grant awarded for \$200k. Signed agreement attached.	Matt Dixon	
3.3.9	Complete design and construction drawings	Matt Dixon	MattDixon : Spohn Ranch submitted draft construction plans for review by city personnel (attached).
3.4	Complete Construction of the 40th Street Skatepark	Jon Andersen	
3.5	Increase opportunities for resident utilization of sidewalks and trails by identifying gaps and making improvements in areas such as School Safe Routes.	Jon Andersen	
3.5.1	Prepare trails for winter maintenance and use by the public.	Jon Andersen, Shane Douglas	MattDixon : Jon, I'm anticipating the council will be wanting to maintain the trails this winter. We need to talk about expectations and what we need to do IF we are planning on having them open this winter JonAndersen : The Nature Park trail is an alternate bid item on the roads project bid this year. It should be ready for the Mayor & City Council to decide if they would like it improved at the Sept 6, City Council meeting.
3.5.1.1	Conduct walk thru and evaluation of current condition with Granite Construction and get estimates on cost to maintain status quo and cost to improve for winter plowing/maintenance.	Josh Sully, Jon Andersen	MattDixon : Jon provided information that to maintain status quo would cost approx. \$60,000. To upgrade and prepare for winter maintenance would cost approx. \$314,000 unless we removed Burch Creek then it would be \$50,000 less. May not need new equipment, since a 1-ton with a plow may be used on new trails.
3.5.1.2	Have a discussion with Mayor & City Council to get direction	Jon Andersen	MattDixon : Council direction was to discuss during the FY2023 budget for prioritization and funding.
3.5.1.3	Prepare budget estimates & timeline for the 2022 construction season to complete goal	Jon Andersen	MattDixon : Jon provided information that to maintain status quo would cost approx. \$60,000. To upgrade and prepare for winter maintenance would cost approx. \$314,000 unless we removed Burch Creek then it would be \$50,000 less. May not need new equipment, since a 1-ton with a plow may be used on new trails.
3.5.2	Improve sidewalk network/connections where there are gaps.	Shane Douglas, Jon Andersen	

3.5.2.1	Complete detailed inventory of areas throughout the city where there are gaps between existing sidewalks	Josh Sully	
3.5.2.2	Prioritize sections based on safety, pedestrian demand and location	Josh Sully	
3.5.2.3	Prepare a cost estimate for each section based on dollars per linear foot of sidewalk	Josh Sully	
3.5.2.4	Present information to City Council for review, discussion and direction	Jon Andersen	
3.5.3	Improve sidewalk networks in Safe Routes for Schools areas.	Jon Andersen, Josh Sully	JonAndersen : South Ogden City received a grant through UDOOT Safe routes to school for the Crossing located on 850 E. 5600 S. The grant is for approximately \$61,000 to update the school crossing with ADA ramps, new signals and any new sidewalk and striping needed. This s a reimbursement grant and funding is not available until 2023.
3.5.3.1	Coordinate with Weber School District to identify all Safe routes	Josh Sully	
3.5.3.2	Evaluate all safe routes for safety and conditions of existing sidewalk	Josh Sully	
3.5.3.3	Evaluate the safe routes for any need for new sidewalks	Josh Sully	
3.5.3.4	Develop a a list of potential projects for budgeting and grant purposes	Josh Sully	
3.6	Upgrade City Facilities	Jon Andersen	
3.6.1	Complete remodel of the Public Works yard and facilities.	Jon Andersen	
3.6.1.1	Meet with School District on land swap plans and at Friendship Park	Jon Andersen	JonAndersen : It is not on the current Weber School District bond. It will be out at least five years or longer
3.6.1.2	Explore any other options for the relocation of the P.W. shop	Jon Andersen, Shane Douglas	JonAndersen : Two pieces identified 1- Linquist by the cemetry (not wanting to sell) 2- Landout front nt by the currrent P.W. shop by Washington Terrace not willing to sell to South Ogden. will look into remodel at current location.
3.6.1.3	Develop a plan to remodel current location	Shane Douglas, Jon Andersen	JonAndersen : Identify what upgrades nned to be completed in the remodel
3.6.1.4	Meet with Lanmark Companies for a possible bid	Jon Andersen	JonAndersen : 1st meeting et for July 19, 20232

3.6.2	Complete upgrades to City Hall (i.e. carpet, paint, Station 81 ramps, etc.)	Jon Andersen	
3.6.2.1	Walk the Building to identify upgrades	Jon Andersen	
3.6.2.2	Collect bids for the upgrades	Jon Andersen	
3.6.2.3	Need funding and approval to complete the upgrades Budget 2024	Matt Dixon	
3.6.3	Make improvements to Station 82 Kitchen	Cameron West	CameronWest : Bid received for the remodel of Station 82 kitchen at just over \$60,000. Gameplan moving forward to consider updating of the plumbing only. JonAndersen : After review of the bid direction was given to replace and repair spetic items at a lower cost at this time
3.7	Improve quality of the city's infrastructure management	Jon Andersen	
3.7.1	Prepare and launch GIS management system for Water, Sewer and Storm Drain utilities.	Jon Andersen	
3.7.1.1	Collect the necessary GIS information for all utilities	Jason Brennan, Josh Sully	
3.7.1.2	Work with Wasatch Civil to have data entered into a format that can be used by different devices	Jason Brennan, Josh Sully, Jon Andersen, Shane Douglas	
3.7.1.3	Launch program for City Staff to use the GIS program	Shane Douglas, Jon Andersen	
4.0	ECONOMIC DEVELOPMENT: Foster quality economic development by focusing on new development (i.e. businesses, housing, etc.) opportunities, zoning options, code enforcement, increased leveraging of development resources and effective branding.		
4.1	Redevelop deteriorating commercial properties with low property values at key sites.	Matt Dixon	
4.1.1	Create and implement long-term plans to maximize highest-and-best use development at key intersections along Highway 89 extending between the northern and southern clusters in the City.	Matt Dixon	

4.1.2	Provide appropriate public assistance for demolition of key properties and improved infrastructure at key sites, particularly along the northern end of Highway 89. These sites have good access and visibility but present a poor visual appearance for the City.	Matt Dixon	
4.1.2.1	Identify parcels that, if assembled and prepared, would expedite the City's redevelopment within the City Center CRA.	Matt Dixon	
4.1.3	Explore partners with equity and interest in helping redevelop within the City Center CRA project area.	Matt Dixon	MattDixon : Working with Christian Machuca 818.387.5216 with CEI as an underwriter. Call with his team on 9/14/21 at 2:00 p.m. Asked about zoning and first floor uses along Washington Blvd. Talked about live/work space and residential use, etc. Talked about keeping Big Lots on site in smaller space.
4.2	Develop a community gathering place and other public improvements that will add to the image and reputation of the City and provide increased quality of life for residents.	Matt Dixon	
4.2.1	Identify potential key sites, properties and property owners that would provide an ideal site for a community gathering destination.	Matt Dixon	
4.2.2	Redevelopment of Big Lots/Savers to maximize "highest-and-best" use of the property	Matt Dixon	MattDixon : Files attached were transferred from an old Strategic Initiative/Project specific to Big Lots/Savers (Bennenson Capitol) Project

4.2.2.1	Work with Benneson in helping them find the right JV partner	Matt Dixon	<p>MattDixon : Talked with Leonard K at Bennenson today. He mentioned that Big Lot's lease is up Jan. 31, 2026 and Savers has one more year on theirs. Given that information, he recognized that they need to start planning for what's next at this property. He talked about Dev. Group and that he was impressed with them. He wants to talk with his partners and would like me to contact him just before Thanksgiving.</p> <p>MattDixon : Talked with Leonard again today. He reported that his partners were not interested in taking on any risk at this time. He mentioned they have a possible tenant for the vacant space and if they can get a 3-5 year lease, that would be enough. He said they are not interested in selling - especially since the Utah market is growing and strong. Wants to work with a big group with the credibility and capacity to take on a large project - without requiring Bennenson to take on a lot of risk. He agreed to allow me to keep sending developers/investors his way.</p>
4.2.2.2	Consider public assistance to create a public gathering place at an appropriate site that will attract the public through amenities such as plazas, fountains, pavilions, eating areas, etc.	Matt Dixon	
4.2.3	Create a Small Area Master Plan for the site.	Matt Dixon	<p>MattDixon : Susie Becker with Zions Bank provided the contact of Ben Levenger (ben@dtredevelopment.com) who helped do a similar study for West Point City. Additionally, she provided some other economic data samples from a group called Sure Site. The city can pay them \$250 to get similar data for areas within S. Ogden. These documents are in the ED folder on my "U" drive.</p> <p>MattDixon :</p>
4.2.4	Consider the use of all available economic tools to assist with this project.		
4.2.5	Schedule meeting with key staff to review possible projects within the City Center CRA that would help increase likelihood of attracting new development (i.e. raised medians, street lights, banners, etc.)	Matt Dixon	

4.2.5.1	Work with UDOT Region 1 Planner, Chris Chesnut to discuss mid-block crossings along Washington Blvd.	Matt Dixon	<p>MattDixon : UDOT has informed the city that they are moving forward with a design to install a ped-activated crossing at 37th and Washington. They are in the design phase. Staff needs to meet with UDOT to learn more about this project and possible enhancements the city could make to the project.</p> <p>MattDixon : UDOT requested that the city call in a work order from RMP so they can work with RMP on the design. Staff wants meeting to review before we move forward. Matt to call Region I for meeting. Talk with Todd Findlinson (Traffic Eng.) or Chris Chesnut (planner). 801.620.1600 left message with Chris.</p> <p>MattDixon : Left message with Chris Chesnut to set up a meeting to review their plans.</p> <p>MattDixon : Talked with Chris. He was unaware of this project and will talk with Region I reps and get back with me. Chris' number is: 385.301.4045</p> <p>MattDixon : Matt, I'm following up on our conversation about the overhead flashing beacon system at US-89 & 37th Street. Have you been able to call in a service request to Rocky Mountain Power?</p> <p>JONNY BUDGE, P.E. Transportation Services Group Project Manager</p> <p>J-U-B ENGINEERS, Inc. 1047 S. 100 W., Suite 180, Logan, UT 84321 e jbudge@jub.com w www.jub.com p 435-713-9514 Ext 5711</p> <p>MattDixon : Chris Chesnut reported that Region Director (Rob White) and others need to coordinate with SOC on this project. Project manager on this is Nate Jones at 801.668.2826.. Talked with Nate Jones. Set up meeting on Sept. 8 to review UDOT's plans - which are 90% completed. <u>Nate indicated that he doesn't think it is too late to rework</u></p>
4.2.6	Review estimated increment available for debt service within the Project area	Steve Liebersbach	<p>MattDixon : preliminary numbers suggest the Agency may receive as much as \$350k in Tax Increment for this first year. Many of the new projects in the area are still under construction so the increment will certainly increase in years 2 & 3 as they get completed and can be assessed at full value.</p>
4.3	Retain and strengthen existing businesses.	Matt Dixon	

4.3.1	Provide sales tax leakage information to specific businesses which show the potential for business expansion opportunities within related industries.	Matt Dixon	
4.3.2	Work with existing businesses to adapt to changing retail trends including the need for drive-thru/pickup space, assistance with online retailing, etc.	Matt Dixon	
4.3.3	Continue to promote and highlight "Shop South Ogden" to encourage local residents to support the businesses located throughout South Ogden.	Jamie Healy	JamieHealy : Mayor Porter and I continue to check in on businesses that are new and also visit existing shops. We are 2.5 years into highlights as this is an ongoing priority.
4.3.3.1	Create social media posts to highlight businesses.	Jamie Healy	MattDixon : 11/5/20 - Following is up to 2,864 We are currently do 2-4 business visits and giveaways each month. MattDixon : 4/16/20 Started Social Media Giveaway with that has increased our reach with Facebook to 25.5k with GC from Tony's pizza we are giving to a random fan. 4/13/20-fb followers were at 1320. 4/17/20 total moved up to 1719 followers.
4.3.3.2	Re-evaluate and make changes to SOBA.	Jamie Healy	MattDixon : 11/05/20 - Covid has slowed progress on SOBA. I will create a facebook page to use a meeting place for businesses to communicate.
4.4	Recruit additional businesses to South Ogden	Matt Dixon	
4.4.1	Approach property owners of key sites, especially those providing connectivity with other retail sites in the northern business cluster, regarding retail opportunities (such as those identified in the sales leakage analysis - See 4.3.1).	Matt Dixon	
4.4.2	Approach businesses desired by the City, that are lacking in the surrounding area, (including Riverdale & Ogden) through avenues such as ICSC, local brokers and drop in visits.	Matt Dixon	
4.5	Recognize that residential redevelopment with increased density, in key locations, can provide fiscal benefits to the City through increased property, sales and municipal energy revenues.	Matt Dixon	
4.5.1	Consider assistance with podium parking needs for higher-density development.	Matt Dixon	

4.5.2	Consider creating a Community Reinvestment Area (CRA) to help offset the costs of redevelopment in defined areas and maximizing increment in existing areas.	Matt Dixon	
4.5.3	Use fiscal impacts modeling to guide areas of density and redevelopment efforts.	Matt Dixon	
4.6	Strengthen the City's brand.	Jamie Healy	
4.6.1	Construct Welcome to South Ogden signs at key locations in the City.	Matt Dixon	
4.6.1.1	Review sign designs and gather cost estimates	Matt Dixon	
4.6.1.2	Identify desired locations for Welcome signs	Matt Dixon	
4.6.1.3	Develop a project timeline that aligns with council desires and budget resources	Matt Dixon	
4.6.1.4	Construct signs at designated locations - according to plans	Matt Dixon	
4.6.2	Improve way-finding signage throughout the City (parks, city hall, public works, etc.).	Jon Andersen	
4.6.2.1	Prepare project report identifying sign locations, types, design and cost estimates		
4.6.2.2	Present report to City Council for review, discussion and direction		
4.6.3	Review and take steps to ensure the City has Brand Consistency	Jamie Healy	JamieHealy : Doug and I met with Jibe for new department logos. We are waiting on proofs and finals to move forward with the brand plan. I currently work one on one with departments to look over flyers that go out to ensure consistency.
4.6.3.1	Work with Jibe to add department logos. After new logos arrive, implement them into the plan.	Jamie Healy	
4.6.3.2	Email Brand Consistency -Design -Approval -Implement	Jamie Healy	JamieHealy : Came up with a new signature line to match our style guide for each department. Next step is to work with department heads on the change over. JamieHealy : Started working on signatures for each employee in the city. Now that we have the new outlook, I will be getting each department their signatures. JamieHealy : Working with Jibe on this issue currently
4.6.3.3	Letterhead	Jamie Healy	

4.6.3.4	Vehicles		JamieHealy : Working on our vehicle brand evaluation. JamieHealy : Waiting on logos from Jibe
4.6.3.5	Business Cards		JamieHealy : Branding on cards is up to date.
4.6.4	Create external/internal brand consistency	Jamie Healy	JamieHealy : Came up with a new signature line to match our style guide for each department. Working on letterhead usage for each department next.
4.6.4.1	Website update	Jamie Healy	
4.6.4.2	Social media content protocol	Jamie Healy	
4.6.4.3	Press release, letterhead, email consistency	Jamie Healy	
5.0	COMMUNITY ENGAGEMENT: Create opportunities for residents and businesses throughout the City to work and serve together while being connected to and valued by the City.		
5.1	Improve communications with residents & businesses.	Jamie Healy	<p>MattDixon : 11/05/20 - Discussed ideas with Doug after 2020 Wind Event about coming up with a communication tree for the community.</p> <p>Church lists School lists Other forms of communication besides social media MattDixon : 04/17/20 - Discussed Facebook plan with Matt and Doug the week of 4/13/20. Started Facebook campaign to highlight #shopsouthogden businesses on 4/16.</p>
5.1.1	Provide quarterly updates/education on street maintenance treatments, City projects and efforts made to improve City streets.	Jamie Healy	<p>MattDixon : emailed Jon and Leesa about doing something in the month of Sept. (i.e. Facebook post, Newsletter, etc.). JonAndersen : October News letter will have information about the current road projects the City has completed this construction season(2021) JonAndersen : Information was sent to Leesa for the October news Letter on 9-10-21. JamieHealy : Working with Jon for a late January push of road information for the new year kick off. JamieHealy : Jon and I work together as needed on info SM push</p>
5.1.1.1	Work with Jon to find out what projects are upcoming for the following quarter.	Jamie Healy	
5.1.1.2	Content creation for project-video	Jamie Healy	

5.1.1.3	Deliver content to all media platforms	Jamie Healy	
5.1.2	Find a diverse social media platform that can communicate with all types of residents from various backgrounds.	Jamie Healy	<p>JamieHealy : We are currently utilizing Facebook, Instagram, YouTube, Nextdoor and our website to reach our residents. Our best platform overall is Facebook and has the furthest reach of all media.</p> <p>JamieHealy : Added regroup to our toolkit. Regroup can reach residents via landline call, text message, or email.</p>
5.1.2.1	Set up emergency communication tree with local religious organizations	Jamie Healy	
5.1.2.2	Find a text message subscription service to help notify residents during emergencies.	Jamie Healy	<p>JamieHealy : We are currently utilizing the Nextdoor platform for the messaging service as of now. Nextdoor can send messages via the app or text for free in an emergency to specific areas.</p>
5.1.2.3	Set up neighborhood specific social media via next-door that is able to reach areas in case of an emergency.	Jamie Healy	
5.1.3	Increase social media following to 10,000 and increase overall engagement by 25 percent.	Jamie Healy	<p>MattDixon : 11/05/20 - Today's update is 2,864</p> <p>MattDixon : 05/26/20 - As of today we are at 1,999 likes and 2,175 followers.</p> <p>MattDixon : 04/16/20 - 4/16/20 Started Social Media Giveaway with that has increased our reach with Facebook to 25.5k with GC from Tony's pizza we are giving to a random fan. 4/13/20-fb followers were at 1320. 4/17/20 total moved up to 1719 followers.</p> <p>JamieHealy : 1/18/22- 3.6k Followers and engagement is up 200%</p> <p>JamieHealy : 11/15/22 4,135 followers to date on facebook.</p>
5.1.3.1	Department content creation plan. Work with each department to help educate residents on city events and other engaging content.	Jamie Healy	<p>JamieHealy : This is a huge focus right now. I'm currently working with SOFD to create safety content to distribute on all platforms to the residents.</p>
5.1.3.2	30 day social media plans in place. 3-5 posts per week to up engagement.	Jamie Healy	<p>JamieHealy : This is one of my daily top focuses that is ongoing. We are averaging 5-10 posts per week and engagement is up.</p>
5.1.4	Complete 2 Town Hall meetings at (1 off-site & 1 EOC) locations throughout the City.	Jamie Healy	<p>LeesaKapetanov : We were only doing 2 per year before. Is this something the council wants to continue based on the number of people who attend?</p>
5.1.4.1	Town Hall at Burch Creek Park or Elementary School	Leesa Kapetanov	
5.1.4.2	Town Hall at South Jr. High	Leesa Kapetanov	

5.1.5	Improve Communication & Coordination with community groups (i.e. churches, NOG's, etc.) through Regroup & Qualtrics	Jamie Healy	JamieHealy : We are gathering contacts for regroup. We are also continuing to grow social media and other platforms to increase awareness for future emergency situations.
5.1.6	Complete website redesign.	Jamie Healy	
5.2	Strengthen inclusion through improved communication with minority groups (e.g. youth, ethnic groups).	Doug Gailey	
5.2.1	Offer a printed community survey to gather input from those who are unable to access a computer.	Doug Gailey	DougGailey : Information put in the newsletter as well as in the mayors message that printed surveys are available for pickup or to be mailed.
5.2.2	Provide information in the newsletter on how to translate the website into other languages.	Doug Gailey	
5.2.3	Evaluate costs and vendors that can provide a messaging service to be used in emergencies.	Doug Gailey	
5.2.3.1	contracted with Regroup to provide notification services to South Ogden City residents.	Jamie Healy	
5.2.4	Partner with minority groups to develop stronger minority communications.	Jamie Healy	DougGailey : Tried to contact them for Easter egg hunt, but never got a response. Will Try again when school get back in session
5.3	Strengthen engagement and sense of Community through Special Events.	Jamie Healy	
5.3.1	Evaluate special events to match the desires of the council and needs of the citizens.	Jamie Healy	
5.4	Increase community engagement through service opportunities	Jon Andersen	MattDixon : 10/16/19 - Council discussed this goal on 10/15 and decided to do it in the spring, possibly in conjunction with the National Day of Service. Mayor Porter volunteered to lead out on this goal.
5.4.1	Complete one neighborhood-specific Day of Service with minimum of 100 volunteer/residents.	Jon Andersen	
5.4.1.1	Identify the neighborhood for day of service	Jon Andersen	<p>JonAndersen : Who going to pick the area for this project? How is it determined what neighborhood?</p> <p>JonAndersen : Mayor Porter was contacted by the YSA to have service project on May 2, 2022 form 6:00pm- 8:00pm</p> <p>JonAndersen : It was determined to do the service project at the Club heights Park</p> <p>JonAndersen : The service project was completed May 3, 2022 and 90-100 volunteers showed up for a very successful project</p>

5.4.1.2	Identify the number off staff to assist with the project and the 100 volunteers	Jon Andersen	
5.4.1.3	Identify any materials that are needed for the projects, any costs or any necessary equipment, etc.	Jon Andersen	
5.4.1.4	Promote/Advertise to get the 100 volunteers to assist with the neighborhood project	Jamie Healy	MattDixon : Completed May 2022 with 90-100 volunteers helping at Club Heights Park.
5.4.2	Complete one city-wide Day of Service event (i.e. public parks, trails, etc.) with a minimum of 100 volunteers/residents.	Jason Brennan	JonAndersen : Mayor Porter is coordinating with his local church group to get volunteers and assist with this project, The date is set for September 11, 2021 at 9:30am. All volunteers will meet at 40th st park for one project area and carpool to Country Club Drive area for the other project. JamieHealy : Promoted Day of Service for 9/11 40th Street Park on social media and on Just Serve.
5.4.2.1	Identify Projects for City-wide service day event	Jason Brennan	JasonBrennan : Sat down with Shane Douglas and went through projects that we could do. Picked out 3 projects to have completed on the service day.
5.4.2.2	identify number of staff needed for project.	Jason Brennan	JasonBrennan : recruited staff and come up with a plan for what duties each personal will accomplish on the service event
5.4.2.3	Purchased materials for service event.	Jason Brennan	JasonBrennan : Have purchased paint supplies and will need to get bark next week for the project. JasonBrennan : Purchased bark for service project JasonBrennan : Purchased additional items for service project JonAndersen : The project completed was along 39th St North side close to Orchard. Debris was removed and landscape bark was installed on 9-11-21. We had approximately 25 - 40 volunteers show to assist with the project. Two other projects were ready but did not have enough volunteers.
5.4.3	Complete a city-wide Day of Service event	Jason Brennan	MattDixon : Scheduling for June 10 with dumpsters at Friendship and Club Heights from 9 a.m. to 3 p.m.
5.4.3.1	Organize a clean-up day at two locations - Friendship & Club Heights Parks	Jason Brennan	

5.4.3.2	Contact Republic Services to provide dumpsters at the two locations.	Jason Brennan	JonAndersen : The clean-up event was completed on June 10, 2023, at Friendship Park & Club Heights Park from 9:00aam- 3:00pm. We had a total of aproxitma;ley 90-95 residents drop green waste of at one of the two sites.
5.4.3.3	Assign necessary staffing and equipment needed to have a successful dump sites.	Jason Brennan	
6.0	MODERATE INCOME HOUSING: In an effort to help provide a variety of housing options for current and future residents, South Ogden recognizes the importance of implementing strategies that will enable the preservation and creation of moderate income housing.		
6.1	Demonstrate utilization of moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing (Menu Item P).	Matt Dixon	
6.1.1	Analyze property located at 40th and Evelyn to determine if it should be developed as a moderate-income housing project.	Matt Dixon	MattDixon : Cameron Lewis (WSU) architecture students came up with site plan and house plans for this property for the council to consider possibilities. The information is attached as PDFs.

6.1.1.1	Develop options for the council to discuss in order to help them decide what they'd like to do with this property.	Matt Dixon	<p>MattDixon : At this point in the process, this is how I see the city's options:</p> <ol style="list-style-type: none"> 1.Sell the property for fair market value and walk away. This was discussed and the direction from the council was that you did not want to strongly consider this option, at this point. 2.The city transfers the property to the CDRA with conditions that the property be developed as "affordable housing" - based on the council's desired, target income level (i.e., 80% AMI, 50% AMI, etc.). Development of the property could include: <ul style="list-style-type: none"> oAgency uses CDRA Housing funds to build a home (with or without a partnership with WSU) and then rents the home at whatever rate the council would like (market rates, income-determined rate, etc.) oAgency builds a home and then sells the home at fair market value, with deed-restrictions (i.e. must be owner-occupied, annual household income cannot exceed some threshold (i.e. 80% AMI)) oAgency builds a home and then rents the home as workforce housing. This could include city employees (i.e., fire fighter, police officer, etc.). This would certainly include creating policies and procedures in how the city will administer such a program. <p>MattDixon : Cameron Lewis call: Students complete architectural design. Student will complete cost estimate. City have engineer complete and stamp plans (usually \$1.25/sq. ft.). City hire contractor willing to work with students (construction management college). WSU can move forward as soon as we are ready. Ideally, finish design in fall and begin construction in spring 2024.</p> <p>MattDixon : Council provided direction to move forward with development of house plans. They liked the plans prepared by Kevin Bradley with the addition of a basement and bonus room over the garage. They'd also like a cost estimate prepared for the plans. Matt will contact WSU and move this forward. The council would also like to know if</p>
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6.1.1.2	Complete design plans with basement and bonus room above the garage.	Matt Dixon	<p>MattDixon : Talked with Jeremy Smith with Ogden City 801.629.8943. WSU wanted to do a more modern looking home and wanted it to be more energy efficient (zero-net). Ogden wanted a home that fit in with the neighborhood and didn't want the expense of a fully energy efficient home. WSU wanted to own the home - they may not feel that way now. His contact at WSU was Jeremy Farner, Wadman Center of Excellence Director. jfarner@weber.edu, 801.395.3421.</p> <p>MattDixon : Student, Kevin Bradley, is working on house design and plans. Provided update (attached) on 3/20/23. Working to design with bonus room and basement.</p> <p>MattDixon : Received update on house plan design from Kevin Bradley (attached).</p>
6.1.1.3	Complete cost estimate for house plan	Matt Dixon	MattDixon : current plan with basement and bonus room at \$1.75/sq. ft. This would total of 1,622 sq. ft. of house.
6.1.1.4	Complete engineering of the plans	Matt Dixon	
6.1.1.5	City transfer land to the CDRA for development of an affordable housing project with promissory note directing the agency in what to do with any proceeds (e.g. rent, profit) from development of the project.	Matt Dixon	
6.1.1.6	Solicit interest from local construction companies to help with project construction.	Matt Dixon	
6.1.1.7	Explore likelihood of getting help from non-profit organizations to help with the construction of the home.	Matt Dixon	
6.1.2	Seek LIHTC funding to help with construction. Deeply (30%) affordable or other AMI-restricted housing projects.	Matt Dixon	
6.1.3	Childcare support with CDRA housing funds (or TIF) as revenue stream to support other housing needs	Matt Dixon	
6.2	Preserve existing and new moderate-income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund (Menu Item K).	Matt Dixon	

6.2.1	Incorporate deed-restricted affordable housing units within new project when project includes a Development Agreement.	Matt Dixon	MattDixon : Economic Development Committee reviewed and recommended approval of a Development Agreement (attached) with Waters Edge Apartments, LLC IF proposal includes deed-restricted units for workforce housing within the project.
6.2.1.1	Planning Commission to hold public hearing and make recommendation on deed-restricted housing units within the Waters Edge Apartment Project.	Matt Dixon	MattDixon : Planning Commission held public hearing and made a favorable recommendation for the Development Agreement with Waters Edge Apartments, LLC. Agreement allows developer to go to 4 story buildings with a reduction in the exterior window glazing requirements IF developer provides 5 deed-restricted units for workforce housing.
6.2.1.2	City Council to review recommendations of the Planning Commission and the Development Agreement with Waters Edge Apartments, LLC which includes 5 deed-restricted affordable (80% AMI) housing units for workforce housing.	Matt Dixon	
6.2.1.3	City Council approved Development Agreement (attached) for Waters Edge Apartments, LLC with provision that an additional story would be allowed (from 3 to 4) conditioned upon developer provide 5 deed-restricted units to be rented to those with a household income of not more than 80% AMI. First option for renters of these units will go to "critical workforce," then to other qualifying families.	Matt Dixon	
6.2.2	Explore cost/benefits of establishing a Housing Preservation Fund	Matt Dixon	
6.2.3	Explore cost/benefits of creating a Housing Loss Mitigation Fund and how to effectively use the fund.	Matt Dixon	
6.2.4	Utilizing OWH funds from the CDRA to incent landlords to deed restrict units, fee waivers, etc.	Matt Dixon	
6.3	Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones (Menu Item E).	Matt Dixon	

6.3.1	Review ADU code with City Council and Planning Commission to determine the feasibility of expanding the policy to allow for both internal and external ADU's	Doug Gailey	
6.3.2	Adopt ADU ordinance and governing policies to allow ADU's in certain land use zones.	Matt Dixon	Matt Dixon : consider allowing IF home owners wanted to sell to family and then move into the ADU on the property? Vets, Seniors, etc
6.3.2.1	Review strategy with the City Council and request that direction be given to have staff and the Planning Commission work on a draft ordinance and policy recommendations for and ADU ordinance.	Matt Dixon	
6.3.2.2	Staff prepare and deliver a report for Planning Commission and facilitate discussion on potential zoning where ADU's will be allowed and related policies that must be in place.	Doug Gailey	
6.3.2.3	Planning Commission finalize ordinance language and policy recommendations for the City Council.	Doug Gailey	
6.3.2.4	Track building permits and rental licenses related to ADU's.	Leesa Kapetanov	
6.4	Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers (Menu Item F). [on-going]	Matt Dixon	
6.4.1	Gather data to help us demonstrate our "meaningful" progress and why we are leaving it in our plan as a strategy?	Matt Dixon	
6.4.2	Track the number of new housing units established from the City's form-based code districts to monitor the number of units that qualify as moderate-income housing units.	Matt Dixon	
6.4.3	4020 Jefferson Project, "Homes for Heros." Janece Summers 801.361.9150 (jaydee62009@yahoo.com), submitted preliminary ideas (attached).	Matt Dixon	
6.4.4	Ensure zoning allows for critical service-type businesses/services are allowed within our employment centers.	Matt Dixon	

6.5	☑Rezone for densities necessary to facilitate the production of moderate-income housing (Menu Item A) [on-going]	Matt Dixon	
6.5.1	Review and update the zoning code to allow for higher density in redeveloping residential areas.	Matt Dixon	
6.5.2	Modify zoning in anticipation for redevelopment efforts.	Matt Dixon	
6.5.3	Gather data to help us demonstrate our "meaningful" progress	Matt Dixon	



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 19, 2023, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, September 19, 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 Orr

II. RECOGNITION/INTRODUCTION OF EMPLOYEES

- A. Fire Department
 - 1. Recognition of Promotion of Rick Salvinski from Firefighter to Engineer
 - 2. Introduction of New Employee
- B. Police Department
 - 1. Introduction of New SRO/Code Enforcement Officer

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 August 15, 2023 Council Minutes
- B. Declaring Certain Fire Department Property as Surplus to the City's Needs
- C. Declaring Certain Police Department Property as Surplus to the City's Needs

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

VI. PUBLIC HEARING

To Receive and Consider Comments on a Proposed Boundary Adjustment with Ogden City

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 23-38** – Approving Lease Agreement with All West for DSLAM Equipment
- B. Consideration of **Resolution 23-39** – Approving and Agreement with Weber County School District for School Resource Officer
- C. Consideration of **Resolution 23-40** – Approving an Agreement with Royal Plumbing and Heating for Installation of Swamp Cooler at Station 82
- D. Consideration of **Ordinance 23-16** – Approving a Boundary Adjustment with Ogden City

VIII. DISCUSSION ITEMS

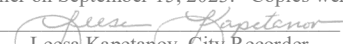
- A. Angled Parking Ordinance

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 September 15, 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.



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

TUESDAY, AUGUST 15, 2023

WORK SESSION – 5 PM IN EOC ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Brent Strate, Council Members Sallee Orr, Susan Stewart, and Jeanette Smyth

COUNCIL MEMBERS EXCUSED

Mayor Porter, Council Member Mike Howard

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Finance Director Steve Liebersbach, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, and Recorder Leesa Kapetanov

OTHERS PRESENT

Eric Lee

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

https://cms7.files.revize.com/southogden/document_center/Sound%20Files/2023/CC230815_1700.mp3

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

I. CALL TO ORDER

- Mayor Pro Tem Strate called the work session to order at 5:00 pm and entertained a motion to begin 00:00:00

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

36 • No one requested review of agenda items

- 36 • No one requested review of agenda items

40 **A. FY2024 Budget**

- 41 • Finance Director Steve Liebersbach gave an overview of what the final budget
42 contained and answered questions from the Council

44 **B. Utility Rates**

- 45 • Mr. Liebersbach gave different scenarios of increases to the water fund and an overview
46 of other enterprise funds

49 **IV. ADJOURN**

- 50 • At 6:02 pm, Mayor Pro Tem Strate called for a motion to adjourn the work session

53 Council Member Smyth so moved, followed by a second from Council Member Stewart. All
54 present voted aye. 01:00:23

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell L. Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, and Jeanette Smyth

Note: Mayor Porter joined the meeting electronically.

COUNCIL MEMBERS EXCUSED

Mike Howard

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Finance Director Steve Liebersbach, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Doug Stephens, Jory Wahlen, Derek Hatfield, Bruce & Joyce Hartman

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

https://cms7files.revize.com/southogden/document_center/Sound%20Files/2023/CC230815_1809.mp3

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

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:11 pm and asked for a motion to begin
00:00:00

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

B. Prayer/Moment of Silence

- The mayor led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Smyth led everyone in the Pledge of Allegiance

96 **II. RECOGNITION OF EMPLOYEE**

97 Recognition of Promotion of Rick Salvinski from Firefighter to Engineer

- 98 • This item was moved to the next meeting

99

100

101 **III. PUBLIC COMMENT**

- 102 • The mayor invited those present to come forward and make a comment if they so wished. No one
103 came forward. 00:00:53

104

105 Note: Due to technical difficulties, this meeting was not being broadcast live so no online
106 comments were made.

107

108

109 **IV. RESPONSE TO PUBLIC COMMENT**

- 110 • Not applicable at this time

111

112

113 **V. CONSENT AGENDA**

114 A. Approval of July 18 and August 1, 2023 Council Minutes

- 115 • The mayor asked if there were any corrections or concerns with the minutes. Council
116 Member Stewart pointed out a typo. Mayor Porter then called for a motion to approve the
117 consent agenda with the corrections.

118 00:01:23

119

120 **Council Member Smyth so moved. The motion was seconded by Council Member Strate.**
121 **The voice vote was unanimous in favor of the motion.**

122

123

124

125 **VI. DISCUSSION/ACTION ITEMS**

126 A. Update/Direction on 40th Street Road Construction

- 127 • Staff explained that due to inflation there was a funding shortfall for the project

128 00:02:29

- 129 • Jory Wahlen- Project Engineer explained the options

130 00:01:24

- 131 • Questions/Discussion 00:15:25

- 132 • The Council directed staff to pursue doing the project in two phases, Chimes View Drive
133 first and 40th Street the next year, as well as address the water lines in those roads before
134 the road projects began

135 00:28:00

136

137

138 **B. Consideration of Resolution 23-31 – Approving the FY2024 Budget**

- 139 • Council questions/discussion

140 00:29:20

- 141 • Mayor Porter called for a motion to approve Resolution 23-31

142 00:39:59

143
144 **Council Member Smyth so moved, followed by a second from Council Member Strate. The**
145 **mayor asked if there was further discussion.** Council Member Orr said she felt the tax rate
146 was too high. Council Member Strate asked the mayor if he would accept amendments to the
147 motion. It was determined that Council Member Smyth would need to decide if she wanted to
148 accept an amendment to the motion.

149 Council Member Strate recommended the motion be amended as such: 1) the tax rate be lowered
150 from .002506 to .0025, 2) decrease business license fees by 25%, 3) lower franchise fees for
151 enterprise funds from 6% to 3% and work with the new numbers as they moved forward on
152 discussion about utility rates, and 4) use the 3% franchise fee from the enterprise funds solely for
153 parks and none for roads, since revenue had been increased due to payoff of the road bond and
154 other increases to restricted road funds.

155 **Council Member Smyth said she would accept the changes to the motion. Council**
156 **Member Strate seconded the amended motion.**

157 00:46:15

158 **Mayor Porter said there had been a motion and a second, and asked if there was further**
159 **discussion.** Council Member Orr said those were huge changes and something they hadn't
160 talked about at all; she would not know what the impact would be to the budget. It would not be
161 something she would even consider for that evening. Council Member Strate and Orr continued
162 discussion on the changes, with staff answering questions as they came up.

163 **Council Member Strate called the question. The mayor made a roll call vote:**

164 01:04:00

166 Council Member Orr-	No
167 Council Member Strate-	Yes
168 Council Member Stewart-	No
169 recommended county tax rate	
170 Council Member Smyth-	Yes

168 She said she wanted the

171
172 **The vote was tied. Mayor Porter said that based on what he thought Council Howard**
173 **would do and what he himself thought was best, he would vote yes to break the tie.**

174
175 **The amended motion stood. The budget was adopted with the proposed amendments.**

176
177
178 **C. Consideration of Resolution 23-32 – Approving an Agreement With TecServ Inc. for Information**
179 **Technology Services**

- 180 • Staff overview

01:05:01

- Questions/discussion 01:07:03
- Mayor Porter called for a motion to approve Resolution 23-32
01:13:36

Council Member Smyth so moved. Council Member Strate seconded the motion. The mayor called the vote:

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

Resolution 23-32 was adopted.

D. Consideration of Resolution 23-33 – Approving an Agreement With Data Center for Utility Billing and Newsletter Printing Services

- Finance Director Steve Liebersbach gave an overview for both this resolution and Resolution 23-34 01:14:11
- Questions/discussion 01:19:33
- Mayor Porter called for a motion to approve Resolution 23-33
01:22:13

Council Member Strate so moved. The motion was seconded by Council Member Orr. The mayor made a roll call vote:

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

The agreement with The Data Center was approved.

E. Consideration of Resolution 23-34 – Approving an Agreement With Quadient for Lease of Mail Metering Machine

- The mayor called for a motion to approve Resolution 23-34
01:22:40

Council Member Smyth so moved, followed by a second from Council Member Strate. Mayor Porter called each council member's vote:

Council Member Smyth-	Yes
-----------------------	-----

224 Council Member Strate- Yes
225 Council Member Orr- Yes
226 Council Member Stewart- Yes
227

228 Resolution 23-34 was adopted.
229
230

231 F. Consideration of Resolution 23-35 – Ratifying an Agreement with Royal Plumbing Heating and
232 Air Inc. for HVAC Upgrade at City Hall

- 233 • Staff overview 01:23:07
234 • Questions/discussion 01:24:37
235 • The mayor called for a motion to approve Resolution 23-35
236 01:27:17
237

238 Council Member Orr so moved. Council Member Strate seconded the motion. The
239 mayor asked if there was further discussion, and seeing none, he called the vote:
240

241 Council Member Orr- Yes
242 Council Member Strate- Yes
243 Council Member Stewart- Yes
244 Council Member Smyth- Yes
245

246 The agreement with Royal Plumbing, Heating, and Air was ratified.
247
248

249 G. Consideration of Resolution 23-36 – Approving an Agreement With the Wasatch Front Football
250 League for the 2023 Football Season

- 251 • Staff overview 01:27:40
252 • Questions/discussion 01:29:10
253 • The mayor called for a motion to approve Resolution 23-36 with the corrected date
254 01:30:02
255

256 Council Member Smyth so moved. The motion was seconded by Council Member Strate.
257 Mayor Porter made a roll call vote:
258

259 Council Member Smyth- Yes
260 Council Member Stewart- Yes
261 Council Member Strate- Yes
262 Council Member Orr- Yes
263

264 The Wasatch Front Football League agreement was approved.
265
266

H. Consideration of Resolution 23-37 – Approving a Franchise Agreement With All West/Utah Inc. for Cable Television System

- Staff overview 01:30:33
- Questions/discussion 01:32:09
- The mayor called for a motion to adopt Resolution 23-37 01:34:16

Council Member Smyth so moved. Council Member Orr seconded the motion. The vote was called:

Council Member Smyth-	Yes
Council Member Orr-	Council Member Orr asked if the franchise fee only applied to the cable service. Staff affirmed her statement. She then voted-
Council Member Strate-	Yes
Council Member Stewart-	Yes

Resolution 23-37 was adopted.

VII. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Smyth - Nothing to report
- Council Member Stewart - Nothing to report
- Council Member Orr - 01:36:14
- Council Member Strate - 01:37:20

B. City Manager- 01:37:50

C. Mayor- 01:39:45

VI. ADJOURN

- At 7:53 pm, the mayor called for a motion to adjourn. 01:41:44

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

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session and Council Meeting held Tuesday, August 15, 2023.


Leesa Kapetanov, City Recorder

Date Approved by the City Council

memo

south ogden city

To: Matthew Dixon, City Manager
From: Cameron West, Fire Department
Date: August 7, 2023
Re: Surplus Property

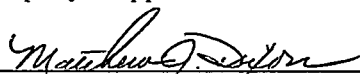
In accordance with current City policies, I am requesting that the following property currently within the possession of this department be declared surplus to City needs:

No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
1	Stihl 304 Super Chainsaw	\$50	Internet search	Sale by bid
1	Stihl 029 Chainsaw	\$50	Internet search	Sale by bid
1	Partner k950 active	\$50	Internet search	Sale by bid
3	Tempest Ventilation Fan	\$150	Internet search	Sale by bid
1	Honda Generator no lighting	\$100	Internet search	Sale by bid
1	Honda Generator 650 w/light	\$50	Internet search	Sale by bid
1	WQ Generator 6000 Watt / Not functioning	\$0		Salvage
1	Elliptical exercise machine	\$100	Internet search	Sale by bid
1	Large shop fan / Not functioning	\$0		Salvage

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

City Manager's findings:

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


Matthew Dixon, City Manager

8/7/2023
Date



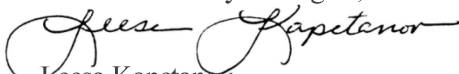
NOTICE OF SURPLUS PROPERTY

Notice is hereby given that Cameron West, Fire Chief, has requested that the following property be declared surplus, and that Matthew Dixon, City Manager, has verified that the following items are surplus to the city's needs and will be utilized or disposed of as noted. The City Council will consider the items at their September 19, 2023 council meeting.

No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
1	Stihl 304 Super Chainsaw	\$50	Internet search	Sale by bid
1	Stihl 029 Chainsaw	\$50	Internet search	Sale by bid
1	Partner k950 active	\$50	Internet search	Sale by bid
3	Tempest Ventilation Fan	\$150	Internet search	Sale by bid
1	Honda Generator no lighting	\$100	Internet search	Sale by bid
1	Honda Generator 650 w/light	\$50	Internet search	Sale by bid
1	WQ Generator 6000 Watt / Not functioning	\$0		Salvage
1	Elliptical exercise machine	\$100	Internet search	Sale by bid
1	Large shop fan / Not functioning	\$0		Salvage

The City Council will consider the items at their September 19, 2023 council meeting, at which time they may declare the property surplus and it be disposed of in the manner indicated above, or request a public hearing concerning the surplus property be held in conjunction with a regularly scheduled city council meeting.

Posted this 23rd day of August, 2023.


Leesa Kapetanov
City Recorder

memo

south ogden city

To: Matthew Dixon, City Manager
From: Chief Parke, Police
Date: 8/16/2023
Re: Surplus Property

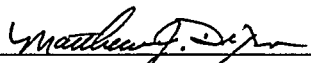
In accordance with current City policies, I am requesting that the following property currently within the possession of this department be declared surplus to City needs:

No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
22	Glock G22 Handguns	200.00 each	Market Survey	Trade to Salt Lake Wholesale
2	Glock G23 Handgun	200.00	Market Survey	Trade to Salt Lake Wholesale
1	Glock G27 Handgun	200.00	Market Survey	Trade to Salt Lake Wholesale

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

City Manager's findings:

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


Matthew Dixon, City Manager

8/29/2023
Date




NOTICE OF SURPLUS PROPERTY

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

No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
22	Glock G22 Handguns	200.00 each	Market Survey	Trade to Salt Lake Wholesale
2	Glock G23 Handgun	200.00	Market Survey	Trade to Salt Lake Wholesale
1	Glock G27 Handgun	200.00	Market Survey	Trade to Salt Lake Wholesale

The City Council will consider the items at their September 19, 2023 council meeting, at which time they may declare the property surplus and it be disposed of in the manner indicated above, or request a public hearing concerning the surplus property be held in conjunction with a regularly scheduled city council meeting.

Posted this 30th day of August, 2023.


Leesa Kapetanov
City Recorder

Resolution No. 23-38

RESOLUTION OF SOUTH OGDEN CITY AUTHORIZING AN AGREEMENT WITH ALL WEST COMMUNICATIONS FOR LEASE OF CITY PROPERTY FOR TELECOMMUNICATIONS EQUIPMENT

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 additional communications service needs within the city; and,

WHEREAS, the City Council finds that city staff has reviewed and studied this matter and recommends that the city council authorize an agreement with All West Communications, for the provision of Lease of Property at 4597 Adams Ave. (Parcel # 06-0600-0022) to host DSLAM Equipment; and,

WHEREAS, the City Council finds that All West Communications, has demonstrated the professional ability to provide for these services to meet the city's additional communications service needs; and,

WHEREAS, the City Council finds that City now desires to approve these ends by authorizing an agreement with All West Communications; 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 **"Right Of Access And Host Agreement For Telecommunications Equipment"** For The Lease of Property 4597 S, Adams Ave., Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is

Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

That the foregoing recitals are incorporated herein.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall 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 19th day of September, 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 19th day of September, 2023.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 23-38

Resolution Of South Ogden City Authorizing An Agreement With All West
Communications For Lease Of City Property For Telecommunications
Equipment

19 Sept 23

RIGHT OF ACCESS AND HOST AGREEMENT FOR TELECOMMUNICATIONS EQUIPMENT

This RIGHT OF ACCESS AND HOST AGREEMENT (“Agreement” or “Lease”) made this ___ day of **June 2023** by and between **ALLWEST Communications** (hereafter referred to as “Tenant.”), and **South Ogden City** (hereafter referred to as “Host”).

SECTION I – DESCRIPTION OF PROPERTY

- 1.1 In consideration of promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Host hereby grants access and rights to Tenant to a certain portion of real property located at approximately **4597 S. Adams Ave., South Ogden, UT (Parcel #06-0600-0022)** (hereafter referred to as “Property” or “Lease Premises”). See the attached Exhibit A that gives a description of the leased area.
- 1.2 Tenant may enter Property and house equipment, at the Tenant’s own risk, as well as place an enclosure / shed not to exceed a 10 x 10 feet footprint that will house hardware, batteries, microwave gear and other equipment in the designated area of the Host’s property. Host also allows Tenant to place a concrete pad for the structure and fence at Tenant’s own expense around the shed to protect the structure if Tenant sees fit. See the attached Exhibit B to see an example of the approved equipment.

SECTION II – TERM OF AGREEMENT

- 2.1 The term of this Agreement will be for a period of Twenty (20) years commencing on the date of execution.
- 2.2 This Agreement will automatically be renewed in additional Twenty (20) year periods upon the same terms unless Tenant or Host notifies the other party seven-hundred thirty (730) days prior to the end of the then current lease term of its intent to terminate the Agreement.

SECTION III – COMPENSATION

- 3.1 As consideration, Tenant will pay host **\$1,000** per month upon completion of installing the shed / enclosure and throughout the Term of the agreement. The monthly amount shall increase every three (3) years by 3%.
- 3.2 Host has the option, as services are made available, to receive payment in the form of Services. Both parties agree that Host may take Internet Service instead of the full monthly payment, provided Host pays for installation cost which shall be in line with other business installations in the area. The monthly payment shall be reduced by the rate of internet services utilized at the market rate paid by businesses in the community per ___gb of service.

SECTION IV – PURPOSE OF AGREEMENT

- 4.1 The purpose of this Agreement is to allow Tenant to construct, install, add, and maintain equipment, and facilities (the “Equipment”) to support and carry out its business as a Telecommunications service provider and other services consistent with a Telecommunications service provider. This will include

the installation of Equipment on the Host premises as approved herein. This includes placing hardware and equipment within the designated area/structure and doing work to maintain/upgrade its working order and function. Notwithstanding the above, Tenant must receive approval from Host before any construction is started, which shall not be unreasonably withheld.

SECTION V – DUTIES OF PARTIES

5.1 Tenant agrees:

- (1) To construct, improve, maintain, upgrade, and/or repair the Equipment, at its sole expense.
- (2) To maintain the Lease Premises in as good a condition as reasonable use will permit.
- (3) To manage and operate the Equipment in a reasonable manner and to conduct all its activities on the Property in compliance with all applicable laws.
- (4) To maintain such insurance upon the Equipment or its personal property as it determines necessary.
- (5) To maintain liability insurance with an A or better rated insurance carrier in the minimum amount of \$1,000,000/\$1,000,000.
- (6) Install basic landscaping / xeriscaping to beautify the property within the first 6 months of commencement from lease.

5.2 Host agrees:

- (1) To allow Tenant full time access on to and off from the Property to install, repair, upgrade, add, operate and maintain the Equipment within designated leased area.

SECTION VI - ACCESS AND EASEMENT

- 6.1 In addition to the use of the Lease Premises, Host grant's Tenant and its agents access and passage, over and across Host Property to install, maintain, construct, inspect, repair, etc., the Equipment on the Property.
- 6.2 Ingress, egress, access, and passage on and across the Property will be in compliance, with the needs and respects of the Host, and shall be conducted with due care by Tenant. Tenant is authorized to place at their own expense, an exterior gate onto property near the shed/structure for access if Tenant chooses to fence structure. Tenant is also authorized to install at their own expense conduit to bring buried fiber optic cables to the shed/structure. Host and Tenant agree that the access may change as the property redevelops, but there shall always be reasonable commercial access.

SECTION VII – TRANSFER OF INTEREST

- 7.1 Tenant may assign this Agreement with Host's written permission, which shall not be unreasonably withheld.
- 7.2 This Agreement does not prevent sale or exchange of the Property by the Host. However, any transferee of Host's interest in the Property takes such interest subject to this Agreement.
- 7.3 So long as the Tenant is not in default in payment of rent or in the performance of any of the terms, covenants or conditions of the Agreement on the Tenant's part to be performed, the Tenant's possession of the Lease Premises and the Tenant's rights and privileges under the Agreement, or any extensions or renewals thereof, shall not be diminished or interfered with by Host, any subsequent mortgagee, lender or acquiring party and the Tenant's occupancy of the Lease Premises shall not be disturbed by Host, any subsequent mortgagee, lender or acquiring party for any reason whatsoever during the term of the Lease or any extensions or renewals thereof.

SECTION VIII – TERMINATION

- 8.1 Upon termination, breach, or expiration of this Agreement, Tenant will remove the Equipment and all personal property and otherwise restore the Lease Premises to its original condition, reasonable wear and tear excepted, within three hundred sixty-five (365) days from the termination or expiration.
- 8.2 Notwithstanding anything to the contrary, the Agreement shall be terminated, given three-hundred sixty (360) days' notice, with no further obligations by either party hereto, if Tenant determines that the Lease Premises are no longer capable of providing the service necessary for Tenant's business purposes.

SECTION IX – INDEMNIFICATION

- 9.1 Tenant shall indemnify, defend, and hold Host, its affiliates, subsidiaries, directors, officers, employees and contractors, harmless from and against any claim, action damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of the Tenant's and/or any of its contractors', subcontractors', servants', agents' or invitees' negligent use or occupancy or actions on the Property.

SECTION X – MISCELLANEOUS PROVISIONS

- 10.1 This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the state wherein the Property is located.
- 10.2 Any dispute not settled through mediation will be settled by binding expedited arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association (the "AAA Arbitration Rules") in effect at the time. Where no remedy for a particular breach is specified in this Agreement, the arbitrator, subject to any limitations set forth in the Agreement, will have the power to fashion an appropriate remedy consistent with the spirit and intent of this Agreement. Any disputing party may serve the other disputing party or parties with a written demand to commence binding arbitration ("Arbitration Demand"). The arbitrator will be selected by mutual agreement of the disputing parties. If the disputing parties are unable to agree upon an arbitrator within twenty (20) days after the date on which the Arbitration Demand is served, then the Arbitrator will be selected in accordance with the AAA Arbitration Rules. The arbitration will be held in Utah and shall be governed by the laws of the State of Utah, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The disputing parties will cooperate fully to ensure the entry of the arbitrator's award by a court of competent jurisdiction. Once the arbitrator's award has been entered by a court of competent jurisdiction, the arbitrator's award will have res judicata and collateral estoppel effect, and the disputing parties will not seek or assert the right in any manner whatsoever to challenge the validity of the arbitration or re-litigate issues adjudicated by the arbitrator.
- 10.3 In the event there is a default by the Tenant with respect to any of the provisions of the Agreement or Tenant's obligations thereunder, including payment of rent, Host shall give Tenant written notice of such default. After receipt of such written notice, Tenant shall have 30 days to cure any such default. In the event that the nature of the cure requires more than 30 days, the Host will not hold this Agreement in default as long as the work required is being done continuously and diligently. Host may not maintain any action or affect any remedies for default against Tenant unless and until Tenant has failed to cure the same with the time periods provided in this paragraph.
- 10.4 Host warrants that they are either the owner of the Property or trustee of the Property with due authority to enter into this Agreement.

10.5 This Agreement constitutes the parties' sole Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

APPROVAL

All provisions and terms are subject to final approval of appropriate officers of Tenant.

Once approved and signed by both parties, the terms and provisions of this Agreement/Lease are to be held in full force and effect. Such terms and provisions not to be changed, altered, or renegotiated, in any way, by either party, until after such time as the Lease is terminated, the term of the Lease expires or an Amendment to the Lease can be agreed to and signed by both parties.

IN WITNESS WHEREOF, the Parties hereto set their hands and affix their respective seals, the day and year first above written, that they have read, understand, and agree to uphold the terms and provisions above.

"Host" South Ogden City

Attested:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

"Tenant" All West Communications

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A: Description of Leased Area

Exhibit B: Image of Equipment to be installed





STAFF REPORT



SUBJECT: School Resource Officer Inter-local Agreement
with Weber School District
AUTHOR: Chief Parke
DEPARTMENT: Police
DATE: 9/19/2023

RECOMMENDATION

I recommend approval of the Inter-local Agreement with Weber School District for a School Resource Officer at South Ogden Junior High School.

BACKGROUND

The South Ogden Police Department has provided a School Resource Officer (SRO) to South Ogden Junior High School for many years. A full-time SRO is at the School during School hours, which is 70% of the work hours for a year. The Weber School District (WSD) reimburses the City a portion of the officer's compensation under an inter-local agreement. The agreement expired at the end of the 2023 school year.

In March 2023, discussions began with WSD to renew the SRO Inter-local Agreements. Several meetings were held between law enforcement departments and WSD officials.

After several revisions, WSD provided a final version of the agreement on 8/29/2023. It was given to South Ogden City's Attorney, City Manager, and Finance for review. With their consent, the agreement is now before the council for approval.

ANALYSIS

Adjustments to the agreement include using 70% of the average Full-time Employee (FTE) base cost. Reaching the 70% reimbursement will be phased in over a three-year period. In FY 2024 50% will be reimbursed by WSD, in 2025 the amount will increase to 60%, and in 2026 70% will be reimbursed. The base cost will be adjusted annually according to the Consumer Price Index, plus 10%.

Term of contract is 3 Fiscal Years, 2024 – 2026

SIGNIFICANT IMPACTS

2023 46,875, SRO Contract Renegotiated.

Base cost of Police FTE for FY 2024 = 170,000; School Year (SY) base of 70% of FTE = 119,000

Base cost adjusted annually by CPI plus 10% beginning in FY 2025.

2024 50% of SY base = 59,500, +12,625 ~ 26.93%

2025 60% of SY base = 72,742, +13,242 ~ 22.26%

2026 70% of SY base = 86,461, +13,719 ~ 18.86%; 2023 to 2026 = +39,586 ~ 84.45%

ATTACHMENTS

2023 SRO Inter-local Agreement and Attachment A of the agreement.

Resolution No. 23-39

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN SOUTH
OGDEN CITY AND WEBER COUNTY SCHOOL DISTRICT FOR THE
PROVISION OF SCHOOL RESOURCE OFFICER SERVICES;
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, 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, under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., Utah Code 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, 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, in conformance with UC §11-13-1, the City may sign Interlocal Cooperation Agreements; and,

WHEREAS, Weber County School District and South Ogden City have agreed to contract to cooperatively resolve matters related to the provision of School Resource Officer Services that will be beneficial to each other (the "Agreement"); and,

WHEREAS, the City Council finds that signing and supporting the Agreement is in the best interest of the citizens of South Ogden City and a necessary condition to the effective administration of ongoing City services; and,

WHEREAS, the City Council finds it will be beneficial to the City to enter a contractual relationship with Weber County School District 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;

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

The City Council of South Ogden City, State of Utah, authorizes entry into an agreement with Weber County School District for the provision of School Resource Officer Services that will be beneficial to each other and certain other services as set out in that document "**Agreement Between The Board Of Education Of The Weber School District And Agency For Law Enforcement Services**" said Agreement attached as "**Attachment A**" and incorporated by this reference, and authorizes the City Manager to sign any contracts, agreements, or other documents necessary to consummate said agreement; and, authorizes the City Recorder to sign any documents as required attesting to the Manager having been duly authorized to sign such arrangements for the City.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which 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 any prior Resolutions, with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not 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 19th day of September, 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 19th day of September, 2023.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT “A”

Resolution No. 23-39

A Resolution Approving An Agreement Between South Ogden City And Weber
County School District For The Provision Of School Resource Officer Services;
Authorizing The City Manager To Sign Such An Agreement; And Providing
For An Effective Date

19 Sept 23

**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE
WEBER SCHOOL DISTRICT AND
AGENCY FOR LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this ____ day of _____ 2023, pursuant to the provisions of The Interlocal Cooperation Act, Title 11, Chapter 13, et seq., Utah Code Annotated 1953 as amended “Interlocal Act” by and between South Ogden City Corporation, a Utah Municipal Corporation, hereinafter referred to as "the Agency", and The Board of Education of the Weber School District, a school district of the State of Utah, hereinafter referred to as "District".

WITNESSETH

WHEREAS, District wants a safe and secure environment for its students, faculty and all others using the district's school campuses and to allow students to obtain a quality education free from distractions; and

WHEREAS, District desires to make the most cost-effective use of tax dollars to provide law enforcement services in designated schools; and

WHEREAS, District feels that the Agency will provide excellent, cost effective, law enforcement and within several of the District's schools; and

WHEREAS, the Agency is able and willing to provide the law enforcement needed by the District; and

WHEREAS, Both Parties would like to provide a platform for positive interactions between law enforcement personnel, students, and staff, in order to build and strengthen the partnership between the students, the staff, the community, and law enforcement; and

WHEREAS, The District has determined that it is mutually advantageous to enter into this Agreement for the Agency Police Department to provide law enforcement services to the District through the use of School Resource Officers(“SROs”) working on and around the various school campuses to help provide for and maintain a safe, healthy, and productive learning environment in school, to act as a positive role model to students, and to work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; and

WHEREAS, It is agreed that the services provided will be paid for by District, as hereinafter set forth, and the respective entities have determined and agree that the amount set forth herein is reasonable, fair and adequate compensation for providing the described law enforcement

related services;

NOW THEREFORE, Pursuant to the Interlocal Act, the parties hereby agree as follows:

SECTION ONE AGREEMENT

- 1.01** The Agency, through the Agency Police Department, agrees to provide SROs who will furnish various law enforcement services to the District, to the extent and in the manner hereinafter set forth. The Agency Police Chief shall be the administrator of this Agreement for the Agency. The District designates the officers provided by the Agency Police Department under this Agreement as its "Law Enforcement Unit".
- 1.02** Both parties agree to jointly discuss SRO assignments.
- 1.03** Agency agrees to accept feedback from the District about an SRO's performance.
- 1.04** This Agreement terminates and supersedes any existing Agreement for the provision of SROs, whether oral or written, that may exist between the parties.

SECTION TWO SCOPE OF SERVICES

A. Roles and Responsibilities of School Resource Offices

- 2.01** Under this Agreement, the District and SROs are jointly responsible to help maintain safe schools, improve school climate, and support educational opportunities for students.
- 2.02** To serve as a SRO, an officer must first meet all of the following basic qualifications:
 - a) Be a POST Certified officer and have at least one year of law enforcement experience;
 - b) Have appropriate knowledge and understanding of Federal and State laws, City and County ordinances, and Board of Education policies and regulations as applicable to law enforcement in schools;
 - c) Be capable of conducting in-depth criminal investigations;
 - d) Possess even temperament and set a good example for students;
 - e) Possess communication skills which would enable the officer to function effectively within the school environment.
 - f) Attend and complete SRO training, including training required under Utah law.
- 2.03** The SRO will perform the following **duties** at their assigned school, as outlined in

Attachment A, during the school year and at designated school events:

- a) Work in a cooperative, proactive, problem-solving partnership with the School District to achieve the mission of maintaining a safe, healthy, and productive learning environment for students.
- b) Serve as a positive role model and trusted adult for students by initiating positive student interactions and building positive relationships.
- c) Work in conjunction with school administrators to prioritize understanding the potential root causes of student behaviors and finding resources and supports to address the behavior as well as the underlying factors.
- d) Intervene in incidents that would--if ignored--place an individual at risk of harm; de-escalating situations whenever possible. Recognize that the disciplining of students is the responsibility of school administrators and/or the School District and not that of the SRO.
- e) Be on the school behavior or administrative team, including a school or district level threat assessment team.
- f) Walk the halls and campus during passing time, and the cafeterias during lunch times.
- g) When time permits, stand near the main entrance and greet students as they come into the building in the morning, and be visibly present near the exits and in the parking lots when school is dismissed.
- h) Walk the school campus perimeter regularly.
- i) Identify students in need of positive non-law enforcement-related resources or supports for:
 - a. Improving problem-solving skills
 - b. Controlling violent behaviors
 - c. Improving social skills
 - d. Addressing substance use or abuse
 - e. Addressing other areas of concern
- j) Attend all required SRO and SRO/Administrator trainings with District administrators.
- k) Attend school or District faculty trainings about code of conduct, discipline, and de-escalation when invited and available.
- l) Become familiar with and understand the School District's student conduct and discipline policies and administrative procedures, which emphasize the use of restorative approaches to address behaviors and is designed to minimize the use of law enforcement intervention.
- m) Take reasonable actions to protect the lives and property of the School District and the School District Community on school property.
- n) Identify problems concerning public safety issues within the schools, develop problem-solving strategies about those identified issues with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and appropriate district personnel.
- o) Understand the difference between administrative and disciplinary issues and criminal actions.
- p) Work with the School District and school administrators to engage the school, families, businesses, and the community in problem-solving and developing

solutions to identified public safety issues. This will enable the Police Department and the School District to form valuable partnerships and promote ongoing continued relationships that will benefit the community and improve community perceptions of law enforcement.

- q) Understand that absent a real and immediate threat to an individual or to public safety, student conduct that occurs on school property or during a District sanctioned event that involves a Class C misdemeanor, an infraction or a status offense and is a first or second time offense for the student will be referred to administration to be handled at the school level.
 - a. This provision applies to students who have committed an offense on school property where the student is enrolled.
- r) Be present at School every day school is in session, during regular school hours (7:30 - 3:30, or otherwise determined by the school administrator), except when sick, on vacation, or attending training.

2.04 The SROs should **not** perform the following:

- a) Act as substitute teachers or as substitute administrators
- b) Handle school disciplinary duties for which the administrator and school administration are responsible
- c) Act as counselors on student issues not relating to law enforcement
- d) The SRO should never be designated as a building administrator or left in charge of the school when a school administrator is not present.

2.05 Procedures specific to duties and responsibilities of SROs.

- a) When an SRO becomes aware of criminal activity by a student that is occurring, has occurred, or the SRO has cause to believe is likely to occur on the school property, the SRO should confer with the appropriate school administrators as further provided herein:
 - i. If the criminal activity is a felony level offense, the SRO will investigate and, if appropriate, refer any resulting felony level offenses to the appropriate court of jurisdiction and make reasonable attempts to notify the principal and/or any designated school administrator within 24 hours of the referral.
 - ii. If a minor is alleged to have committed an offense on school property that is a class B misdemeanor or a class A misdemeanor, the SRO may refer the minor directly to a court or the administrator may refer the minor to evidence-based alternative interventions. Administrators and SROs are strongly encouraged to work together when making a determination regarding referring an offense under this paragraph. In the event the SRO and administrator do not agree regarding the appropriate referral, the referral will be made at the SRO's discretion.
 - iii. If a minor is alleged to have committed an offense that is a class C misdemeanor, an infraction, or a status offense (as the term is defined in Utah Code § 53G-8-211 or its successor provision), an administrator,

administrator's designee or an SRO may only refer a student to a law enforcement officer, agency, or court if:

- 1) the minor has engaged in the same offense on school property on two previous occasions and
 - 2) the minor has referred to an evidence-based alternative intervention, or to prevention or early intervention youth services for both of the two previous offenses prior to the SRO referring the offense to juvenile court.
- b) The Parties may develop additional protocols on specific offenses or common scenarios that they frequently encounter to address the handling of those matters more efficiently.
- c) In cases where an arrest or issuing of a citation is necessary, the SRO will consult with school administration to take any necessary action in a manner that is the least disruptive to the educational environment, and the following procedures will be followed:
- i. The administrator should make arrangements to have the student brought to the office for the arrest to take place, except in circumstances where the student is a danger to himself or others, or may flee to avoid arrest, in which case the SRO may arrest the student in a manner that is minimally disruptive to the school environment.
 - ii. After the SRO has completed the arrest, the administrator will notify the parents of the arrest and provide the parents with the name of the arresting agency, officer or contact person, and the location the student is being taken. This information should be provided by the arresting agency.
- d) SROs may conduct investigatory stops or detentions of students on school property or at school-sponsored events only when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime. Absent exigent circumstances, such stops and detentions should be limited.
- e) Stops and detentions of students on school property or at school-sponsored events will be governed by applicable state and federal law and Police Department Policy.
- f) If an SRO wants to interview/question a student at school during school hours regarding an offense that occurred on school property or at a school-related event, the SRO may, in collaboration with the principal, conduct the interviews with the students involved at school.
- g) Interviews by an SRO or an outside law enforcement officer for alleged offenses that occur off school-grounds or not related to a school event may not be conducted at school unless
- i. exigent circumstances exist; or
 - ii. the SRO or law enforcement officers is conducting a child abuse investigation.
- h) Absent exigent circumstances, interviews of students by SROs and other law enforcement personnel about matters unrelated to school should generally be conducted away from school after school hours.
- i) Except when an emergency or exigent circumstance exists, the SRO and school

administrator should work together to determine when such questioning should take place in order to ensure the least amount of disruption to the learning and the educational environment.

- j) If a student has engaged in an offense that requires a search by the SRO, whenever reasonably possible, the SRO should conduct the search with the administrator present.
- k) If there is a disagreement between the school administrator and the SRO regarding access to students or access to records, the following procedure shall be followed:
 - i. The principal shall contact the District Community Relations and Safety Specialist (CRSS) to mediate the disagreement between the school administrator and the SRO by separately hearing the position of the school administrator and the SRO.
 - ii. If after the CRSS cannot resolve the disagreement through mediation, the CRSS will contact the SRO's direct supervisor in an effort to resolve the disagreement.
 - iii. If the disagreement is not resolved after contacting the SRO's direct supervisor, the District's legal counsel and the South Ogden City Attorney's Office will meet to resolve the disagreement.
- l) The SRO will notify their immediate supervisor, and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency.
- m) The SRO will notify their immediate supervisor and the CRSS of any event that could cause media representatives to inquire about a newsworthy incident.
- n) The SRO will maintain communications with supervisors, school administration, and school safety personnel, and be responsive to messages and requests from School District personnel.
- o) The SRO will maintain a daily activity log of arrests, detentions, interviews and custodial interrogations with students.
- p) The SRO will also document in the log other law enforcement activity, as defined in Utah Code 53E-5-516, which includes:
 - i. A search and seizure;
 - ii. Issuance of a criminal citation;
 - iii. Issuance of a ticket or summons;
 - iv. Filing a delinquency petition; or
 - v. Referral to a probation officer

B. Roles and Responsibilities of Agency

- 2.06** Agency will furnish officers to work as SROs in the District's Junior High Schools, High Schools, and other Schools located in Agency as determined from time to time by the parties to this Agreement. The Agency agrees to jointly discuss SRO applicants prior to an officer being assigned to a school (53G-8-703).
- 2.07** It is clearly understood, acknowledged, and agreed upon by the Parties that SROs supporting the District are Agency employees recruited and employed by the

Agency.

- 2.08** The Agency will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms and other items of equipment reasonably necessary to provide the services described herein. School supplies and equipment will be supplied by the District.
- 2.09** The Agency will designate an officer or appropriate supervisor as the liaison to the District for the purpose of coordinating activities with the Agency Police Department attending any District meetings as reasonably requested, and overseeing the delivery of police services under this Agreement.
- 2.10** The Agency, in its sole discretion, has power and authority to hire, reassign, discharge, and discipline the SROs it employs. However, the placement of SROs will be determined by mutual agreement between the Agency Police Department and the District, and a school administrator who is dissatisfied with an SRO may request a different officer as the SRO for that school. The Agency shall make every reasonable effort to assign a new SRO after a discussion of the concerns and an effort to remediate the concerns, but the Agency has the final authority regarding SRO assignments.
- 2.11** Agency will make its best efforts to provide SROs to the schools for eight hours per day during days when the students are at school. Agency will strive to have department-related training take place when school is not in session, understanding that some required training for SROs may need to occur during the school year. In the event an assigned SRO needs to be absent from their assigned school for five or more consecutive school days, and no substitute is provided by the Agency to fully or partially fulfill the SRO's duties, the District shall be credited the proportional daily amount of that year's annual fee for any days the SRO is absent and a substitute is not provided. The credit shall be applied as an offset to the Agency's invoice. The daily amount of the year's annual fee shall be calculated by dividing the school year's annual reimbursement rate by the number of days students are in school during the school year.
- 2.12** When an SRO is required to attend special events, emergencies, or other circumstances for the Agency that are beyond the control of the Agency, the Agency is not required to provide another officer for the duration of the event, emergency or other circumstance.
- 2.13** The SRO supervisor will maintain regular communication with the school and District administrators throughout the year to evaluate the performance of services provided by the SRO. At least annually, each law enforcement agency will seek out and accept feedback from the District related to the performance of the SRO assigned to the District (Utah Code Ann. §53G-8-703).
- 2.14** The Weber County Sheriff's Office will identify an individual within their department to coordinate school security responsibilities between the State Security Chief, the sheriff's office and police chiefs with a public school in their jurisdiction (Utah Code Ann. §53-22-103)

C. Roles and Responsibilities of School Administrator and the School District

2.15 The school administrator will perform the following duties:

- a) De-escalate school-based incidents whenever possible
- b) Differentiate between disciplinary issues and potential criminal matters, and respond appropriately. Handle routine administrative and school discipline (code of conduct) issues within the school without involving the SRO in an enforcement capacity (issuing citation) unless the administrator determines SRO involvement is necessary to address a serious and immediate threat to the physical safety of the School District Community.
- c) Notify SRO if a student the SRO is responding to or with whom the SRO frequently interacts has a physical or mental disability and/or has an Individualized Education Program (“IEP”) and/or may require special consideration, treatment or accommodation.
- d) Request SRO assistance in cases of criminal conduct on school campus of persons other than students enrolled at that school.
- e) Assist with SRO-initiated investigations and actions as needed.
- f) Document in PowerSchool any tickets, citations, or arrests that SROs have reported. When appropriate, discuss with the SRO whether the underlying actions have any school-based ramifications.
- g) Attend all required SRO/Administrator trainings.
- h) Arrange meetings with the SROs on a regular basis to discuss students at risk and interventions and supports for those students.
- i) Invite SROs to school-site trainings about school code of conduct, discipline, de-escalation, and restorative practices.
- j) Participate in any agreed upon data collection process to provide ongoing feedback to District, City, and Police Department designees, for the purpose of improving practice and evaluating the effectiveness of District/SRO partnership.
- k) Participate in and/or create authentic opportunities for the SRO and school administration to meet with parents, guardians, and community members throughout the school year.
- l) Provide a workspace and a place for each SRO to store materials and personal effects at their location of assignment.
- m) Provide students with classroom equipment and supplies for classes taught by SROs
- n) Inform the SRO of administrative outcomes when an offense is referred to the school.

2.16 The School District will:

- a) Provide the Police Department a list of School District points of contact to facilitate SRO partnership communication, indicate main point of contact and provide an updated list to all parties when changes to that list occur.
- b) Provide training for all administrators and SROs at the beginning of the school

- year, as well as regular required trainings and meetings throughout the year.
- c) Work in conjunction with the SRO Supervisor to place each SRO in the school for which they are best suited. In consultation with the Agency, the School District reserves the right to request the removal/reassignment of any SRO for any reasonable cause, after other attempts to correct the problem have been explored. The Agency shall consider the School District's input when determining the removal or reassignment of any SRO, but the Agency shall have the final decision concerning the removal or reassignment of any SRO.
 - d) In the unlikely event that a situation arises wherein the School District believes that the presence of a particular SRO constitutes a direct and immediate threat to the safety and well-being of the School District Community, the School District may direct the SRO to leave the premises and not return until the District has resolved the issue with either the Agency or the particular SRO.
 - e) Reimburse the Agency at the rate of time and a half of the assigned officer for all extra duty assignments such as extracurricular activities for which the School requires the services of an SRO or additional officers.
 - f) Develop a district policy governing SROs and seek public input on the policy prior to it being implemented (Utah Code Ann. §53G-8-703.2)

SECTION THREE ACCESS TO EDUCATION RECORDS

- 3.01** SRO access to student educational records, including video, is governed by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., 34 CFR Part 99, and Student Privacy and Data Protection Act ("SPDPA"), Utah Code §53E-9-101 et seq.
- 3.02** SROs will be given access to the District's security camera system to include live view of all school-based cameras. SROs will be permitted to access the camera system for reasons related to school safety and for conducting investigations into criminal matters. SROs can only make copies of video footage for official law enforcement purposes. These video records shall become part of the police report and will be subject to release under GRAMA according the Agency's records policy.
- 3.03** School administrators shall allow SROs to inspect and copy any public records, including directory information, maintained by the schools to the extent allowed by law.
- 3.04** The School District will designate SROs as school officials in accordance with FERPA and SPDPA in order to ensure that SROs have lawful access to:
 - a) video footage stored by the school administrator and/or a quick look-up screen on the School electronic student database; and
 - b) the quick look-up screens include student schedules, student grades, absences, and attendance records in PowerSchool, and when necessary to view past

records, in MyStudent. SROs will only be provided with access to the records of those students at the schools to which the SRO is assigned.

- 3.05** Records, videos, or files which the SRO creates and maintains for law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA or SPDPA. These law enforcement unit records are within the sole control of the Agency, but may, in accordance with state law, be shared in certain circumstances with the School District under Utah's Governmental Records and Access Management Act.
- 3.06** Notwithstanding any of the above, if an SRO or law enforcement officer presents a warrant, subpoena, or court order for specific educational records or video recordings, those items shall be provided to the SRO or law enforcement officer as soon as practicable.

SECTION FOUR STUDENT RIGHTS

- 4.01** Agency and the District agree that in handling all student offenses, both parties will comply with state and federal law regarding the rights of students, as follows:
- 4.02** As a general rule, if there are possible criminal implications to the students' conduct, the administrator may refer the investigation to the SRO, and the SRO will conduct interviews and searches in accordance with appropriate law.
- 4.03** Procedures for conducting searches, interviews, and arrests:
- a) Searches:
 - i. If an administrator is conducting a search, the administrator must have reasonable suspicion to conduct the search and the search must be reasonable in scope.
 - ii. If an SRO is conducting a search, the SRO must have probable cause to conduct the search and the search must be limited in scope to the purpose of the search, unless exigent circumstances exist where an officer is allowed to conduct a search subject to reasonable suspicion (e.g weapons)
 - iii. Administrators, not SROs, should conduct searches when a school rule or policy is at issue. SROs may conduct searches where a criminal law is at issue.
 - b) Questioning:
 - i. When conducting an investigation at school regarding violation of school rules, administrators will take the lead on questioning students.
 - ii. SROs may be present during administrator interviews of students but should not participate where the interview is focused on the school infraction.
 - iii. Administrators may question students regarding violations of school rules

without notifying parents and without reading a student his/her *Miranda* warnings.

- iv. When students under the age of 18 are suspected in potentially criminal activity, SROs will comply with Utah Rules of Juvenile Procedure.
 - v. To the extent allowed by law, administrators and the Agency will share information related to offenses occurring on campus obtained during respective interviews by administrators and SROs in order for the non-interviewing party to perform its duties with respect to the student.
- c) Arrests. If it is necessary to arrest a student at school or a school-related event, the procedures outlined in Section 2.05c) will be followed.

4.04 Information privacy:

- a) Information about a student obtained by administrators during the course of an administrative investigation will be maintained confidentially in the student's file at the school and is considered part of the student's education record under FERPA.
- b) Information obtained by the SRO during the course of a criminal investigation will be maintained by Agency law enforcement in accordance with its policies and procedures as law enforcement unit records.
- c) Information may be shared with each party to this Agreement in accordance with state and federal law and Section Three of this Agreement.
- d) Nothing in this Agreement limits the District's requirement to notify parents and right to notify law enforcement of prohibited acts pursuant to Utah law, and of its requirement to notify law enforcement for weapons violations pursuant to Utah law. Nothing in this Agreement limits the Agency in its requirement to notify the District of certain offenses by minors pursuant to Utah Code 80-6-103. Any persons having information obtained under any of the aforementioned statutes will comply with all confidentiality requirements of the statutes.

SECTION FIVE SCHOOL RESOURCE OFFICER TIME ALLOCATION

5.01 SROs are expected to be present on campus from (a half an hour before school starts and a half an hour after school ends) every day that school is in session, and will allocate their time among the following activities, as needed:

- Law enforcement
- Foot patrol and surveillance around the school
- Investigations
- Safe school support-fights/parking lot
- Building relationships
- Opening communications between Schools and Agencies
- Personal interaction with administration/Students/Staff/Parents
- Creating an open door atmosphere
- Intervention and problem solving

- Providing a friendly positive role
- Interagency referrals
- Teaching law related education classes
- Participation with students (activities and events)
- Proactive instruction and presentations
- Answering questions pertaining to laws, ordinances or other law enforcement issues.

SECTION SIX AUTHORITY AND EMPLOYMENT STATUS

- 6.01** The SROs assigned by the Agency Police Department under this agreement are designated as the District's Law Enforcement Unit and shall be treated and considered as a member of the faculty of the schools to which that officer is assigned. However, officers are not District officers, employees or administrators.
- 6.02** All SROs assigned to perform duties under the terms of this Agreement shall be Agency employees, and shall have no right to any pension, civil service, or any other District benefit for services provided hereunder.
- 6.03** Although SROs work in conjunction with the school staff, they report directly to the Municipal Police Department assigned sergeant on any law enforcement matters and will follow the Police Department command structure.
- 6.04** The School District acknowledges that SROs are required by Police Department policy and procedures to attend mandatory trainings and/or meetings. When within their power, SROs will make every effort possible to schedule these trainings outside of their regular school hours.
- 6.05** Although SROs remain employees of the Police Department, SROs are required to be on the campus of the school(s) they are assigned to unless performing emergency duties directly related to the Police Department. In the event an SRO is temporarily pulled away from the schools, the SRO's supervisor should communicate to the school's administrator and the District's CRSS, as soon as reasonably possible, the reasons for the reassignment.

SECTION SEVEN GOVERNMENTAL IMMUNITY

- 7.01** The District and the Agency are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. Sections 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the District and Agency agree to indemnify and hold harmless the other Party, its elected officials, officers, employees, agents and volunteers from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and

expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its elected officials, officers, employees, agents and volunteers. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Agency or the District under the Act.

SECTION EIGHT RESPONSIBILITY FOR SALARY AND BENEFITS

- 8.01** The District shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any Agency personnel performing services hereunder for the District and will not assume any other employment related liability except as provided for in this Agreement.
- 8.02** The District shall not be liable for compensation or indemnity to any Agency employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the Agency hereby agrees to hold the District harmless against any such claim.

SECTION NINE PERIOD OF AGREEMENT

- 9.01** Unless sooner terminated as provided for herein, this Agreement shall be effective 12:01 a.m., 2023 {Date} and shall run for a period of three fiscal years, until 12 midnight on June 30, 2026.
- 9.02** Notwithstanding the provisions of this Section and subject to 9.03, either party may terminate this Agreement by giving 90 days written notice prior to the end of the current school year. Notice will be delivered in writing to the other party.
- 9.03** Only under extraordinary circumstances will this Agreement be terminated by either party during the school year, with 90 days prior written notice. If this Agreement is terminated during the school year by the Agency, the District will pay for the upcoming quarter only for the remainder of the 90 days in that quarter, or, if the termination of the Agreement falls on the quarter, the District will not pay the next quarter's services.

SECTION TEN COST OR PAYMENT

- 10.01** The District agrees to pay to the Agency as follows:

- a) Beginning in 2023-2024 school year, the Agency shall send an invoice to the District after each school quarter for payment of the services of the Agency's SRO/s as agreed to in writing between the District and the Agency, which base total cost to the District is \$59,500.00 per full-time SRO.
- b) For the 2024-2025 school year, the base cost for a full-time SRO will be calculated by adjusting the total average cost of the FTE according to the Consumer Price Index (CPI), plus a 10% adjustment to the formula (as outlined in Attachment A). This will apply to all Agencies providing SRO services to the District. For the 2025-2026 school year, the base cost for a full-time SRO will be calculated by adjusting the total average cost of the FTE according to the Consumer Price Index (CPI), plus a 10% adjustment to the formula (as outlined in Attachment A). This will apply to all Agencies providing SRO services to the District
- c) The invoice shall be paid within thirty (30) days of receipt by the District. If this Agreement is terminated during the school year, the Agency and the District agree to divide the costs associated with the payment of the services of the SROs as on a pro-rata basis depending upon the length of the school year remaining.
- d) After providing services for extra duty assignments to cover extracurricular events at the School as requested by the School, the Agency will send an invoice directly to the school for payment for time and half of the hourly rate, plus the related cost of the FICA payroll tax, of the assigned officer. Beginning in the 2023-2024 school year, the charged hourly rate of the SRO or additional officers will be based on each officer's salary. The invoice shall be paid within thirty (30) days of receipt by the School.

10.02 The rates set forth in Attachment A, may be renegotiated at the request of either party prior to July 1 of each year of this Agreement to reflect the current cost of the provided services in accordance with the policies and procedures for the determination of such rate as adopted by the Agency and agreed to by the District.

10.03 The compensation paid by the District to the Agency pursuant to this Agreement shall be used only for the services provided pursuant to this Agreement, and Agency shall not have the authority or right to use such funds for other purposes.

SECTION ELEVEN PAYMENT PROCEDURE

11.01 The District shall remit one quarter of the contract amount to the Agency within 20 days after receiving a bill, in a form approved by the District, at the close of each school quarter. If such payment is not remitted to the Agency when due, the Agency is entitled to recover interest at the rate of twelve percent (12%) per annum thereon as well as the contract amount.

SECTION TWELVE INTERLOCAL AGREEMENT

12.01 In satisfaction of the requirements of the Interlocal Act, the Agency and the District agree as follows:

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

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5(3) of the Interlocal Act;

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

(d) No separate legal entity is created by the terms of this Agreement.

SECTION THIRTEEN PROBLEM RESOLUTION

13.01 The parties shall have the right upon request and through their authorized representative, to meet and confer with the other party's representative to discuss any problems arising regarding the performance, an individual officer's performance, and the costs for future periods, or any other issues related to this contract.

SECTION FOURTEEN AMENDMENT

14.01 This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their Authorized representatives as of the date first written above.

Agency

By _____
Mayor

ATTEST:

Agency Recorder

Approved as to Form and as Compatible with State Law:

Agency Attorney

The Board of Education of Weber School District

By: _____

Name: _____

Its: _____

ATTEST:

Approved as to Form and as Compatible with State Law:

Weber School District Attorney

STAFF REPORT



SUBJECT: Agreement with Royal Plumbing, Heating & Air Conditioning, Inc
AUTHOR: Jon Andersen
DEPARTMENT: Building Maintenance
DATE: 9-19-23

RECOMMENDATION

City staff recommendS the approval of the agreement with Royal Plumbing, Heating , & Air Conditioning, Inc. for the installation of a swamp cooler at Fire Station #82

BACKGROUND

Station 82 has a swamp cooler on the building that cools the garage area where the patient transport vehicles are stored while not in use. The swamp cooler cools the garage area so when a call is received, the patient transport vehicles are cooler to help save on the equipment in the vehicle to get it cool and provide a more comfortable ride for the patients to the designated location.

ANALYSIS

The swamp cooler has been out of service for about six to eight weeks. It has been determined that it is in the best interest of the fire equipment and the patient that the current swamp cooler be replaced with a new swamp cooler. This will assist in the cooling of the garage area so that when the fire equipment is needed it is ready for use.

SIGNIFICANT IMPACTS

Royal	\$3,350.00
Barlow	\$6,242.00

ATTACHMENTS

Bids

COMMERCIAL *Client* *Investment* AGREEMENT

Our Benefits

- ✓ Financing provided by Horizon Keystone
- ✓ 24/7/365 live customer support
- ✓ Anytime emergency repair service
- ✓ Official ENERGY STAR® retail partner
- ✓ ENERGY STAR® high-efficiency equipment
- ✓ High-efficiency air filtration
- ✓ Non-ozone depleting refrigerant
- ✓ Reliable warranties
- ✓ Advanced system and humidification controls
- ✓ Installation quality is critical to operation and efficiency
- ✓ Highly trained installers
- ✓ Expert logistical coordination
- ✓ On-site supervision

Expert, Service, Guaranteed

- ✓ Over 2,000 service & installation technicians
- ✓ Servicing thousands of businesses every day
- ✓ Largest NATE (North American Technical Excellence) contractor
- ✓ Accredited by the National Council of Better Business Bureau

Safety First

- ✓ Meets OSHA safety standards
- ✓ Weekly safety meetings
- ✓ Advanced chemical handling
- ✓ Ladder Safety
- ✓ Company-provided personal protective equipment
- ✓ Perform personal risk assessment

Affiliate Partner Program

- ✓ Exclusively for Service Experts commercial clients, vendors, suppliers
- ✓ Offers your employees exclusive coupons
- ✓ Mutual web site linking and advertising

*where applicable

Business

Contact Name _____
Street Address _____
City _____ ST _____ Zip _____
Contact Phone _____ Contact Fax _____
Service Address (if different) _____
Email _____

Proposal Information:

Down Payment \$ _____ Total Investment \$ _____

Method ☐ CASH ☐ VISA ☐ MC ☐ AMEX ☐ DISC ☐ CHECK# _____

Acct# | | | | | | | | | | | | | | | | | | | | | |

Auth Code | | | | | | | | | | Exp. Date | | | | | |



Customer Signature _____ Date _____

Print Name _____

Consultant Signature _____ Date _____



WE SERVICE ALL MAKES AND MODELS, 24/7

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SERVICE EXPERTS COMMERCIAL HVAC TERMS AND CONDITIONS

DEFINITIONS: Where the context permits, the following words shall have the meanings indicated. These Service Experts Commercial HVAC Terms and Conditions, together with the Service Order (defined below) are collectively referred to herein as “**Agreement**.” “**Authorized Service Technician**” means the person(s) authorized by Service Experts to furnish the Service hereunder, which may include third party subcontractors authorized by Service Experts. “**Customer**” or “**you**” means the person, partnership, company, or corporation purchasing the Service hereunder. “**Equipment**” means the HVAC unit or associated equipment that is the subject of the Service rendered hereunder. “**Service**” means the installation, inspection, servicing, reconditioning, start-up, alteration, repair, replacement, or correction of Equipment, or a part thereof, or assistance with respect thereto. “**Service Experts**” or “**our**” or “**us**” or “**we**” means Service Experts LLC, a Delaware limited liability company, d/b/a Service Experts Heating & Air Conditioning and each of its subsidiaries. “**Service Order**” means the executed agreement between Service Experts and Customer setting forth the terms of the Service, which incorporates these Service Experts Commercial HVAC Terms and Conditions (“**Terms and Conditions**”).

CONTRACT ACCEPTANCE: By accepting the Service or making a payment for all or part of the Service Customer accepts the Service pursuant to these Terms and Conditions (“**Acceptance**”).

TERM & TERMINATION: This Agreement shall be effective for a period of one year from Acceptance (“**Original Term**”) and if this Service Order is a Commercial Planned Service Agreement, it shall automatically renew for consecutive one year terms (each a “**Renewal Term**”) thereafter unless you or we give at least thirty (30) days prior written notice of our intent to not renew for an additional Renewal Term. During the Original Term and any Renewal Term, Customer may terminate for cause (i) by providing Service Experts written notice (to the Service Experts address as indicated in the Service Order) of the said breach of this Agreement and (ii) if Service Experts fails to cure the breach within 60 days of its receipt of the said written notice. Service Experts may terminate this Agreement for cause or convenience upon notice.

WARRANTY AND 100% SATISFACTION GUARANTEE: Service Experts agrees to accept responsibility for your 100% complete satisfaction for one year following installation Service or Service performed in accordance with this Agreement. This means that for the first year following the execution of this Agreement, if you are not totally satisfied with the product installation Service, following written notice by you to the Service Experts address listed in the Service Order we will promptly (but no later than 60 days from our receipt of your written notice) address and perform to your complete satisfaction those issues regarding material or workmanship or we will remove the installed equipment and refund your money. If you are not totally satisfied for the first year following the Service performed by Service Experts, following written notice by you to the Service Experts address listed in the Service Order we will promptly (but no later than 60 days from our receipt of your written notice) address and perform to your complete satisfaction those issues regarding material and workmanship or we will refund your Service fee. This 100% Satisfaction Guarantee applies so long as: (i) the entire HVAC system (the “**System**”) is maintained annually by a Service Experts Authorized Service Technician; (ii) all repairs recommended by Service Experts are performed on the System; and (iii) the System has been used solely for the purpose and under the conditions for which it was designed and has not been subjected to misuse, alteration, accident or abuse. The warranties herein and remedies for breach thereof are exclusive and conditioned upon Customer providing timely notification to Service Experts. They are given by Service Experts and accepted by Customer in lieu of any and all other remedies, warranties, and guarantees, express or implied, and IN LIEU OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SERVICE EXPERTS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN THE CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL SERVICE EXPERTS, ITS AGENTS, AND ITS EMPLOYEES BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT, LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY EQUIPMENT (INCLUDING EXISTING EQUIPMENT) OR ANY PORTION THEREOF, INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR EXPENSE OR REPLACEMENT PRODUCTS RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN OR THE INABILITY TO RENDER ANY SERVICE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL SERVICE EXPERTS BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, OR DAMAGE ARISING FROM ANY SOURCE WHATSOEVER, INCLUDING NEGLIGENCE, IN EXCESS OF THE PRICE PAID BY CUSTOMER FOR THE SERVICE WHICH GIVES RISE TO THE LOSS, COST, OR DAMAGE.

INDEMNIFICATION: Customer will indemnify, defend and hold Service Experts harmless from and against any and all third party claims, demands, suits, actions, expenses, judgments, losses, settlements, liability, damages or costs (including, but not limited to attorneys’, consultants’ and experts’ fees) payable to third parties arising from a claim directly resulting from: (i) Customer’s negligent act(s) or omission(s), (ii) Customer’s reckless or willful misconduct (iii) Customer’s breach of this Agreement or (iv) Customer’s violation of any applicable laws, codes, ordinances, rules, citations, orders, regulations, standards or statutes.

WHAT IS NOT COVERED/GUARANTEED: This Agreement does not cover: (a) any additional Equipment that is added to Your System, unless we agree that for an additional annual fee to cover same; (b) any maintenance to Equipment that has been altered or repaired by anyone other than an Authorized Service Technician, including any unauthorized alterations made by you to the Equipment; (c) damage or other Equipment failure due to causes beyond Service Experts’ control including, but not limited to, repairs necessary due to operator negligence, Customer’s failure to maintain the Equipment according to the owner’s manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, moisture or other unusual

atmospheric conditions, acts of war or acts of nature; (d) consumable items defined as any part that is considered consumable by the manufacturer, including, but not limited to, nitrogen, torch, solder, carbon dioxide, process fluids, lubricants, glycol, additives, filters, media filters, humidifier filters (evaporator pad), spark plugs, engine oil, air, oil and fuel filters, and batteries; (e) damage or failure caused by animals or insects; (f) routine maintenance, including but not limited to “topping off” an air conditioner, replacing oil or gas nozzles, or any repairs which are made necessary because routine maintenance was not performed by You, maintenance parts such as filters, lubricants, or refrigerant gasses, unless specifically included in the description of the applicable Service; (g) failure and replacement caused by contamination of the sealed system such as Green Slime, Dirty Sock Syndrome, gumming and/or sludging of fuel lines, etc; (h) repairs to correct failures or malfunctions that are not manufacturing defects such as rust, brownouts, environmental conditions outside of manufacturer’s specifications, oxidation, corrosion, water, freezing, fire or other natural acts; (i) leaks; i.e. condenser/heat pump, evaporator coil and/or refrigeration unit at the evaporator, schrader cores, condenser and/or metering device as a result of loose valves and/or loose valve caps, interconnecting fittings and/or field piping (line sets/tubing), gas or fuel lines, changeover of chlorofluorocarbons (CFC) to non-CFC refrigerants due to governmental regulation; (j) miscellaneous items such as nitrogen that are used to detect or diagnosis failures unless specifically included in the description of the applicable Service; (k) alteration of the Equipment to meet changes in federal, state or local codes and regulations, or repairs which require additional parts and labor to bring the Equipment into working condition as a result of such government regulations; and/ or (l) manual or digital thermostats unless specifically included in the description of the applicable Service.

COMPENSATION, INVOICING, AND PAYMENT: Payment is due upon completion of work. Delinquent accounts are subject to interest at the rate of 1 1/2% per month, but not in excess of the maximum rate permitted under applicable law. Customer agrees to pay all expenses incurred by Service Experts for collecting any delinquent accounts, including, but not limited to reasonable attorney’s fees, filing fees and associated costs. Service Experts shall invoice the Customer for all charges incurred in accordance herewith and such invoices shall be due upon completion of work for any Service for the inspection, tune-up, or maintenance of Equipment to be performed in a single service call. For any Service to be performed on multiple service calls or over a specified term, Customer may authorize payment by “Automatic Checking Acct Debit” or “Automatic Credit Card Debit”, whereby Customer authorizes Service Experts to charge a monthly installment from Customer’s account beginning one month after the application is approved. The automatic monthly payment will continue until a written notice of termination is received by Service Experts. As permitted by applicable law, upon renewal of this agreement, Customer agrees that Service Experts may change or increase the monthly installment charge and automatically debit such charge in connection with any changes to standard service fees. Cancellation will be subject to Service Experts then current refund policy.

SCHEDULING: Customer shall schedule a date for Service at the time of purchase or else authorize Service Experts to contact Customer at a later time to schedule the appointment. If any Service is not scheduled at the time of purchase, or if the appointment is cancelled or otherwise prevented from occurring, Service Experts will make three (3) reasonable attempts to schedule the appointment to complete the applicable Service. To the extent permitted by applicable law, in the event Service Experts cannot reach Customer after three (3) reasonable attempts or is not permitted to perform the Service after three (3) attempts to schedule such Service, then Customer agrees that Service Experts shall have fulfilled its obligations as to such Service hereunder, and Service Experts shall retain all funds associated with the purchase of such Service and be relieved of any further obligations to provide the Services.

CONSENT TO CONTACT: By entering into this Agreement, you expressly consent and permit Service Experts to contact you by phone (via live operator or automated call) to schedule and provide products and services associated with your purchase or service. You consent to receive future communications and advertising about the products and services we offer via phone, email or mail. You consent and agree that we may provide your contact information to our third party partners for use in marketing related products, services and extended warranties to you.

LIEN RIGHTS: Service Experts hereby notifies Customer that persons or companies furnishing labor or materials for the construction on Customer’s land may have lien rights on Customer’s land and buildings if not paid.

GOVERNING LAW: This Agreement shall be construed and governed by the laws of the State of Texas.

WAIVER: Service Experts’ waiver of any breach by Customer of any of the provisions contained herein shall not constitute a waiver of any other breach of the same or any other provision. Service Experts’ rights and remedies under any provision contained herein shall be in addition to and not in substitution or limitation of any other rights and remedies available to Service Experts under applicable law.

HEADINGS AND SEVERABILITY: The headings of the paragraphs of this Agreement are for convenience only and shall not be construed as adding meaning to the provisions. If a court determines that any part of this Agreement is unenforceable, the parties agree that only the portion of this Agreement that is so determined to be unenforceable and shall be stricken and that the remaining parts shall be unaffected.

ENTIRE AGREEMENT: This Agreement is the entire agreement of the parties and shall not be modified except by written change order issued and signed by Service Experts. No prior representations, inducements, promises, or agreements between the parties, whether oral or written, shall be of any force or effect and any said prior representations, inducements, promises, or agreements are hereby revoked and superseded. No terms stated by Customer in accepting or acknowledging this offer or otherwise shall be binding except as expressly incorporated herein by Service Experts. THIS OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN.



Royal Plumbing, Heating and Air Conditioning, Inc.
820 Exchange Road, Ogden, Utah 84401-1203
United States
(801) 888-2709

Estimate 18705957
Job 18703145
Estimate Date 7/10/2023
Customer PO

Billing Address
South Ogden City Fire Station #82
5635 Wasatch Drive
South Ogden, UT 84403 USA

Job Address
South Ogden City Fire Station
#82
5635 Wasatch Drive
South Ogden, UT 84403 USA

Estimate Details

20x20 opening swamp cooler

Task #	Description	Quantity	Your Price	Your Total
install	Description: Model #4000cfm swamp cooler	1.00	\$4,100.00	\$4,100.00
Daikin				

#	Description	Total
RD500	Royal Discount	\$-500.00
RD250	Royal Discount	\$-250.00

Potential Savings	\$0.00
Sub-Total	\$3,350.00
Tax	\$0.00
Total	\$3,350.00

Thank you for choosing Royal Plumbing, Heating and Air Conditioning, Inc.

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Royal Plumbing, Heating and Air Conditioning, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Resolution No. 23-40

**A RESOLUTION RATIFYING AN AGREEMENT WITH ROYAL
PLUMBING AND HEATING FOR INSTALLATION OF A SWAMP
COOLER AT FIRE STATION 82; AND, AUTHORIZING THE
CITY MANAGER TO SIGN ANY AND ALL NECESSARY
DOCUMENTS**

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

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

WHEREAS, the City Council finds that the swamp cooler in the garage of Fire Station 82 needs to be replaced in order to cool the firefighting equipment; and,

WHEREAS, the City Council finds that the replacement will ensure the health and safety of the City's firefighters, as well as those whom they serve; and,

WHEREAS, City staff requested bids from three different vendors, only two of which responded, of which Royal Plumbing Heating and Air was the lowest bidder; and,

WHEREAS, Royal Plumbing Heating and Air have proven that they are professional and have the ability to replace the swamp cooler;

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

The City Council of South Ogden City, State Of Utah, Ratifies the Approval Of An Agreement With Royal Plumbing Heating and Air Inc. For Replacement of the Swamp Cooler at Fire Station 82, And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said **"Contract Agreement"** (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4- SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 19th day of September, 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 19th day of September, 2023.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 23-40

A Resolution Ratifying An Agreement With Royal Plumbing And Heating
For Installation Of A Swamp Cooler At Station 82; And, Authorizing The
City Manager To Sign Any And All Necessary Documents

19 Sept 23

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) And Royal Plumbing, Heating & Air Conditioning, 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:

DESCRIPTION OF WORK:

Install a Model # 400cfm swamp cooler on the roof of Fire Station 82

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:

Swamp Cooler Installation Fire 82

ARTICLE 3- CONTRACT TIMES

3.01 *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.

3.02 *Dates for Completion and Final Payment:* The Work will be completed within **30** working days following Notice to Proceed.

3.03 *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 3.02 above, plus any extensions thereof allowed. 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 3.02 for Completion until the Work is accepted.

ARTICLE 4- CONTRACT PRICE

4.01 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>
	Model #400cfm swamp cooler			\$3,350.00	\$3,350.00

TOTAL OF ALL UNIT PRICES **Three Thousand Three Hundred Fifty Dollars and No Cents**

ARTICLE 5- PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment to OWNER no more than one time per each month.

5.02 *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 5.02(1)(A) and 5.02(1)(B). All such payments will be measured by the schedule of values indicated:

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 OWNER may determine or OWNER may withhold, in accordance with the following:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by the OWNER, and if the character and progress of the Work have been satisfactory, OWNER, 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.

5.03 *Final Payment:* Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price.

ARTICLE 6- INTEREST

6.01 All moneys not paid when due shall bear interest at the rate of 1% per annum.

ARTICLE 7- CONTRACTOR'S REPRESENTATIONS

7.01 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 obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions 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. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8- CONTRACT DOCUMENTS

8.01 *Contents:*

1. CONTRACTOR's Bid;
2. Documentation submitted by CONTRACTOR prior to Notice of Award;

11. 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 8.01 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 8.
- D. The Contract Documents may only be amended, modified, or supplemented by OWNER through work change orders or quantity modifications.

ARTICLE 9- MISCELLANEOUS

9.02 *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.

9.03 *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.

9.04 *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 _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

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: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Address: _____

Phone: _____

ORDINANCE NO. 23-16

AN ORDINANCE OF THE SOUTH OGDEN CITY COUNCIL ADJUSTING THE CURRENT BOUNDARIES OF OGDEN CITY AND SOUTH OGDEN CITY BY RELOCATING THEIR MUTUAL BOUNDARY

SECTION 1 - RECITALS

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

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

WHEREAS, certain properties currently within the boundaries of South Ogden City can only be accessed by roads governed by Ogden City, which properties are shown in Exhibit A attached hereto and incorporated herein by reference (the "Properties"); and,

WHEREAS, access to the South Ogden properties cannot be granted based on the statutes of Ogden City; and,

WHEREAS, South Ogden City and Ogden City desire to take such measures as are required under the laws of the State of Utah to adjust their common boundary line so the South Ogden properties are governed by South Ogden statutes; and,

WHEREAS, the area gained by the boundary adjustment will be zoned 40th Street General;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, Utah, that the mutual boundary with Ogden City, in accordance with the provisions of § 10-2-419, Utah Code, is hereby adjusted as shown in Exhibit A.

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION III - PRIOR ORDINANCES:

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

SECTION IV - SAVINGS CLAUSE:

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

SECTION V - DATE OF EFFECT:

This Ordinance shall be effective on the 19th day of September, 2023, and after publication or posting as required by law.

PASSED AND ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 19th day of September, 2023.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

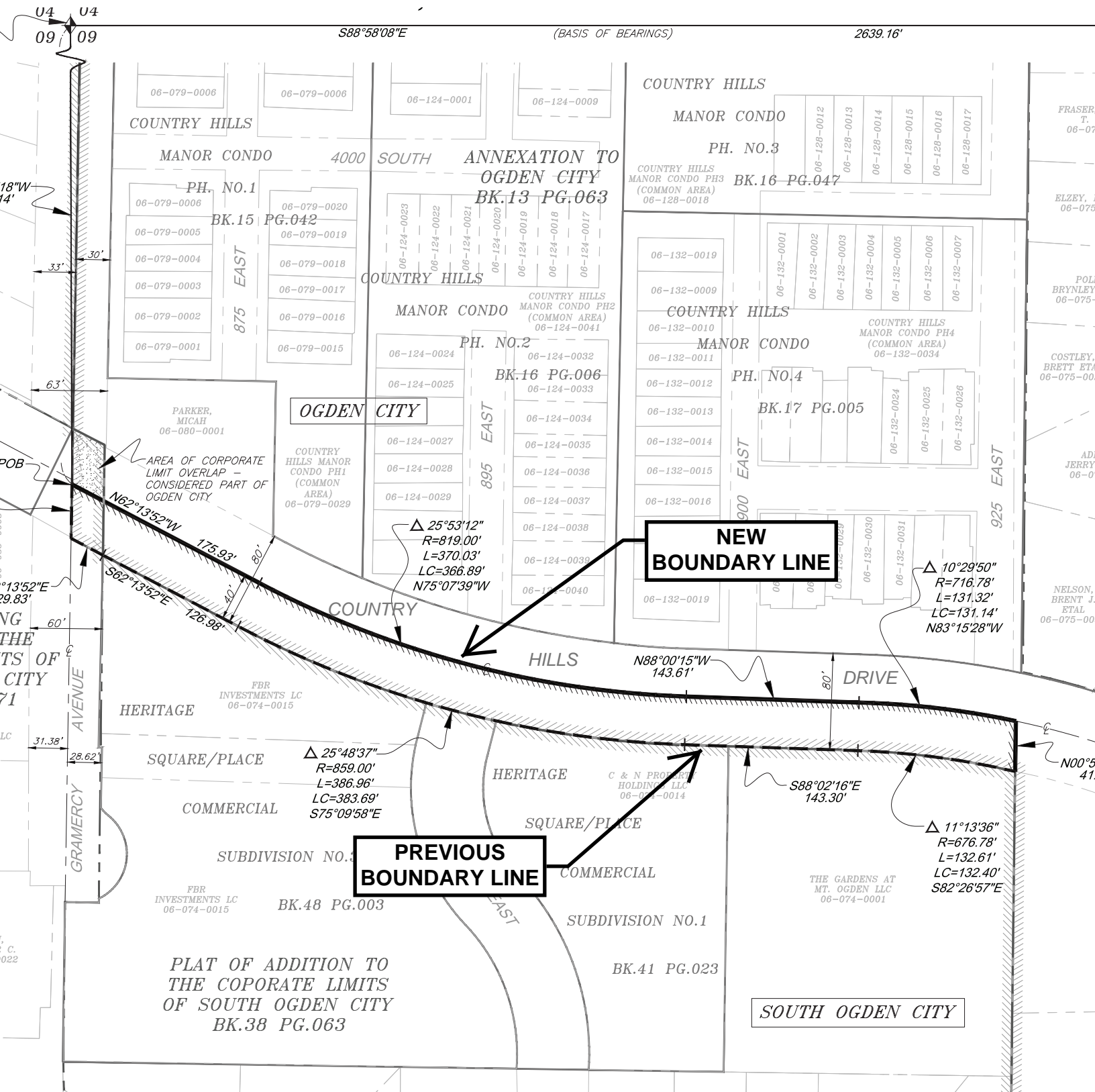
Leesa Kapetanov, City Recorder

EXHIBIT “A”

ORDINANCE NO. 23-16

An Ordinance Of The South Ogden City Council Adjusting The Current
Boundaries Of Ogden City And South Ogden City By Relocating Their Mutual
Boundary

19 Sep 23



STAFF REPORT



SUBJECT: Follow-up Discussion and Revisions to Parking Code
Modifications: Angled Parking Clarifications
AUTHOR: Mark Vlasic
DEPARTMENT: Planning
DATE: September 19, 2023

I. SUMMARY

This is a follow-up discussion and revisions to the proposed consider changes to the parking code in the South Ogden form based codes:

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

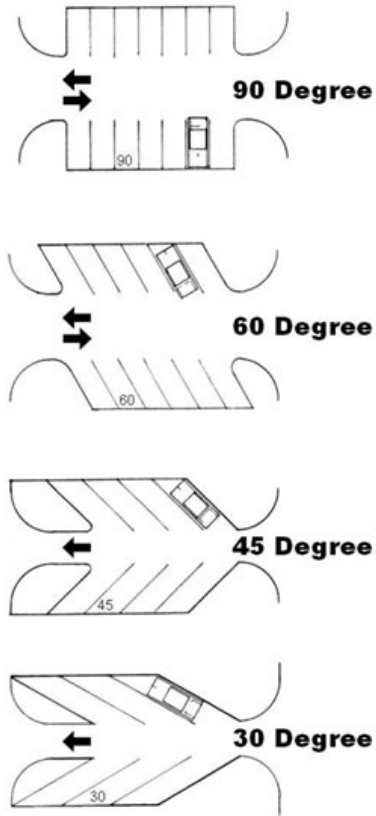
TITLE 10-5.1B-8: Parking (COMMERCIAL AREAS FORM BASED CODE)

II. BACKGROUND

The city council discussed recommended changes to the South Ogden Municipal code in June 2023. As illustrated in the diagram and chart on the following page, South Ogden permits parking lots to utilize 30, 45, 60 and 90 degree angle parking, although right angle parking is by far the most common parking pattern.

In recent months the city has received several site plan applications for infill development on smaller lots with access provide from rear alleys. Since the lots are too narrow to accommodate 90-degree (right-angle) parking, the proposals propose using 45 and 30 degree parking stall configurations. While using these angles is generally not a problem, the parking terminated at the back of the proposed building, which would require the drivers to back out into the alley when leaving. This creates an unsafe condition (see example plan on Page 3)

PERMITTED ANGLE PARKING



PARKING SPACE DIMENSIONS

Angle	Curb Length	Stall Width	Stall Depth	Travel Lane Width	
				One-Way	Two-Way
30°	20'	9'	16'	12'	-
45°	12'	9'	17'	13'	22'
60°	10'	9'	18'	18'	22'
90°	9'	9'	20' ¹	24'	24'
0°	20'	7'	-	12'	20'

NOTE: The current code accidentally omits parking dimensions for 30 degree parking. The chart proposes parking for that angle that also meet the standards currently used in South Ogden.

ISSUE 2: Allowing one-way 30 and 45 degree parking to dead-end creates unsafe maneuvering and requires the driver to back into traffic.

ISSUE 3: The Current Parking Space Dimension chart is incomplete.

IV. RECOMMENDATION

1. Since 30 and 45 degree parking lots are only suitable for one-way traffic, they should only be permitted for situations that are not dead-end (traffic should continue through the site as illustrated).
2. Revise the Parking Dimension table to include 30 degree parking dimensions that meet the minimum requirements of the *Architectural Graphic Standards* by The American Institute of Architects.

Staff recommends the following changes to the code:

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. 30 and 45 degree angled parking is limited to one-way travel only.

PARKING SPACE DIMENSIONS

Angle	Curb Length	Stall Width	Stall Depth	Travel Lane Width	
				One-Way	Two-Way
30°	20'	9'	16'	12'	-
45°	12'	9'	17'	13'	22'
60°	10'	9'	18'	18'	22'
90°	9'	9'	20' ¹	24'	24'
0°	20'	7'	-	12'	20'

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.