



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

TUESDAY, DECEMBER 5, 2023, 5PM

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

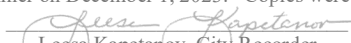
I. CALL TO ORDER – Mayor Russell Porter

II. REVIEW OF AGENDA

III. DISCUSSION ITEMS
RAMP Grant Projects

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 December 1, 2023. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 24 hours in advance.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, DECEMBER 5, 2023, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, December 5, 2023. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; anyone interested is welcome to attend. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over www.facebook.com/southogdencity.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

- A. **Call to Order** – Mayor Russell Porter
- B. **Prayer/Moment of Silence** -
- C. **Pledge of Allegiance** – Council Member Smyth

II. RECOGNITION OF EMPLOYEES

Promotion of Corbin Hunt to Fire Engineer

- 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 November 7, 2023 Minutes
- B. Approval of Class C Beer License for Maria's Mexican Restaurant Located at 1479 E 5600 S
- C. Approval of Class B Beer License for Gas Stop Convenience Store Located at 925 Chambers Street
- D. Approval of Class A Beer License for Salon Para Fiestas Sierra Located at 3833 Washington Boulevard

VI. DISCUSSION / ACTION ITEMS

- A. Consideration of **Ordinance 23-22** – Amending SOCC 10-14-23 To Allow Internal, Attached, and Detached Accessory Dwelling Units
- B. Consideration of **Resolution 23-44** – Approving an Interlocal Agreement for Paramedic Aboard Fees
- C. Consideration of **Resolution 23-45** – Authorizing the Re-Certification Process For the City's Justice Court
- D. Consideration of **Resolution 23-46** – Canvassing the South Ogden 2023 General Election

VII. DISCUSSION ITEM

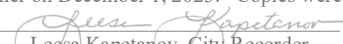
Boundary Placement Between City Center Core, City Center General, and Edge Subdistricts

VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on December 1, 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, NOVEMBER 7, 2023

WORK SESSION – 5 PM IN EOC ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, and Susan Stewart

COUNCIL MEMBERS EXCUSED

Mike Howard and Jeanette Smyth

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Planner Mark Vlastic, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

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

https://cms7files.revize.com/southogden/document_center/Sound%20Files/2023/CC231107_1805.mp3

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

I. CALL TO ORDER

- Mayor Porter called the work session to order at 5:04 pm and entertained a motion to begin
00:00:00

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

Note: Council Member Strate was not present for the vote. He joined the meeting at 5:12 pm.

36

37 II. REVIEW OF AGENDA

- 38 • Council Member Orr asked a question about the Compass Minerals agreement
39 00:00:10

40

41

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43 III. DISCUSSION ITEMS

44 A. Review of ADU Ordinance

- 45 • City Planner Mark Vlastic made a visual presentation concerning ADUs (see Attachment
46 A). 00:02:52

47 **B. Dog Park**

Public Works Director Jon Andersen explained the dog park would be open until December 1, weather permitting, and signs would be put up explaining the policy. The dates and signs would also apply to the tennis and pickle ball courts. They would all re-open on April 1, 2024.

- 53 • Discussion on paving the parking lot at the dog park
54 00:52:22

55

56

57 IV. ADJOURN

- 58 • At 5:58 pm, Mayor Porter called for a motion to adjourn the work session

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61 Council Member Stewart so moved, followed by a second from Council Member Orr. All
62 present voted aye. 00:53:38

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS EXCUSED

Jeanette Smyth

STAFF MEMBERS PRESENT

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

MEMBERS OF THE PUBLIC PRESENT

Celecia Peterson, Colton Peterson, Wyatt Peterson, Julee Brown, Doug Stephens, Christopher Pruess, Susan Roane, Henry Roane

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/CC231107_1903.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 6:04 pm and asked for a motion to begin
00:00:00

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

Note: Council Member Howard was not present for this vote. He joined the meeting at 6:06 pm.

B. Prayer/Moment of Silence

- The mayor led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Strate led everyone in the Pledge of Allegiance

104

105 II. PRESENTATION

- 106 • Mayor Porter presented the very first Spirit of South Ogden Award to Colton Peterson for
107 shoveling snow in his neighborhood for those unable to do so

108 00:01:07

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111 III. PUBLIC COMMENT

- 112 • Christopher Pruess 00:04:15 Commented on a fiber optic box in his yard

113

114

115 IV. RESPONSE TO PUBLIC COMMENT

- 116 • City Manager Dixon responded to Mr. Pruess' comments

117 00:07:40

118

- 119 • The mayor asked and was told there had been no online public comments

120 00:10:24

121

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124 **V. CONSENT AGENDA**

125 A. Approval of October 17, 2023 Council Minutes

- 126 • The mayor asked if there were any corrections or comments for the minutes. No one
127 responded. He then called for a motion to approve the consent agenda.

128 00:10:35

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136 VI. DISCUSSION/ACTION ITEMS

137 A. Consideration of **Ordinance 23-20** – Amending South Ogden City Code Title 8 Chapter 5
138 Concerning Flood Damage Prevention to Bring It In Compliance With FEMA Requirements

- Overview by Public Works Director Jon Andersen

- 140 00:11:17

141 • Questions/Discussion There wa

- 142 • Mayor Porter called for a motion to adopt Ordinance 23-20

- 143 00:13:43

144 Council Member Strate so moved. T

145

Council Member Strate so moved. The motion was seconded by Council Member Orr.

The mayor asked if there was further discussion and seeing none, he made a roll call vote:

146 Council Member Strate - Yes
147 Council Member Orr - Yes
148 Council Member Howard- Yes
149 Council Member Stewart - Yes
150

151 Ordinance 23-20 was adopted.
152
153

154 B. Consideration of Resolution 23-42 – Approving an Agreement with Compass Minerals for
155 Road Salt

- 156 • Staff overview
157 00:14:04
158 • There was no discussion on this item
159 • The mayor called for a motion to approve Resolution 23-42

160 00:15:28
161

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

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

170 The agreement with Compass Minerals was approved.
171
172

173 C. Consideration of Resolution 23-43 – Ratifying Completed Work and Approving an Agreement
174 with Royal Plumbing and Heat for HVAC Replacement at Station 82

- 175 • Staff overview by Public Works Director Jon Andersen
176 00:15:47
177 • Questions/Discussion 00:17:33
178 • Mayor Porter called for a motion to approve Resolution 23-43

179 00:18:37
180

181 Council Member Howard so moved, followed by a second from Council Member Orr.
182 There was no further discussion. The mayor made a roll call vote:
183

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

Resolution 23-43 was adopted.

D. Consideration of Cancelling November 21, 2023 Council Meeting Due to Thanksgiving Holiday

- Mayor Porter reminded those present that November 21 was Election Day as well as close to Thanksgiving. After discussion, it was the consensus of the Council that the November 21, 2023 Council Meeting should be cancelled.

00:18:53

VII. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Howard- 00:19:53
- Council Member Orr- 00:21:07

Council Member Orr requested that noise from the pickle ball courts be placed on the agenda for discussion.

- Council Member Stewart- 00:23:32
- Council Member Strate- 00:24:45

B. City Manager- 00:26:00

C. Mayor- 00:31:00

- City Manager Dixon additional comments 00:33:21

VI. ADJOURN

- At 6:39 pm, the mayor called for a motion to adjourn. 00:34:43

Council Member Strate so moved. Council Member Howard seconded the motion. All present voted aye.

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, November 7, 2023.


Leesa Kapetanov, City Recorder

Date Approved by the City Council

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Attachment A

Visual Presentation by Planner Mark Vlasic

SOUTH OGDEN ACCESSORY DWELLING UNIT ORDINANCE REVISIONS

City Council Work Session
7 November 2023

ACCESSORY DWELLING UNITS (ADU)

For many Utahns, finding an affordable home is harder than ever. As a result, state policymakers have become increasingly involved in the search for solutions for improving access and supply of affordable housing.

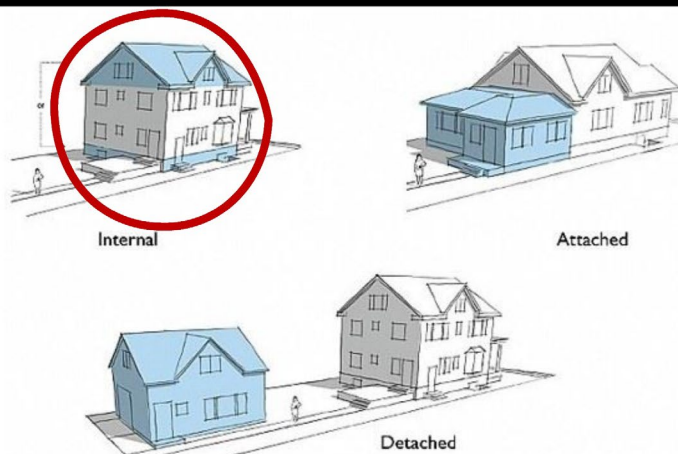
ACCESSORY DWELLING UNITS (ADU)

Accessory dwelling units (ADUs) are small residential units that can be added to existing properties. The small size and location on existing properties make ADUs an attractive affordable housing

ADUs typically rent for hundreds of dollars less than apartments, and can be a good fit in lower-density residential neighborhoods with only limited impacts.

THE 3 TYPES OF ADUs

ONLY INTERNAL ADUs
(IADUs) ARE CURRENTLY
PERMITTED IN SOUTH
OGDEN



ADU EXAMPLES



- A** External ADU – Detached / Located in Rear Yard (New)
- B** External ADU – Detached / Located in Rear Yard (Converted Garage)
- C** External ADU – Detached / Located Above Side Yard Garage (Replaces Existing Garage)
- D** External ADU – Detached / Located Above Rear Yard Garage (New / Alley Access)



E External ADU – Detached / Located in Rear Yard (Converted Garage)

F External ADU – Attached to Primary Residence / Side Yard Addition

G External ADU – Detached / Located in Rear Yard



H Detached/Located in Rear Yard (Converted Garage)

J External ADU – Attached to Primary Residence / Rear Yard Addition

K Internal ADU – In Basement (Converted Attached Garage)

L Internal ADU – In Basement AND Detached/Located in Rear Yard (Converted Garage)

NOTE: Proposed code changes permit only one ADU on a single residential lot

PROS & CONS OF ADUS

PROS

Versatile Space & Form

ADUs may be located internally within the primary residence, attached to it, or detached as a stand-alone unit on the same lot

Value

Many studies indicate that having an ADU on your property adds value to the home

Income

A popular reason for building an ADU is the opportunity to generate rental income

PROS & CONS OF ADUS

CONS

Loss of Space

When using an existing space such as a garage or backyard area, you ultimately suffer the loss of that space

Cost

Building an ADU can be a considerable cost

Disruption

An ADU will affect the homeowners' daily life



UTAH ADU REGULATIONS

- Recent state legislation (2023) mandates that all Internal ADUs shall be permitted uses in all municipalities and counties
- The legislation removes IADU restrictions on unit size, lot size, street frontage requirements and internal
- Municipalities maintain some control regarding design, parking requirements, utilities, safety and occupancy requirements of IADUs

HOW OTHER MUNICIPALITIES ARE DEALING WITH ADUS

- Staff previously reviewed ADU ordinances from 25 other Utah communities. A more detailed assessment of ADU trends has since been undertaken, with the following findings:
 - Many communities consider ADUs low-impact opportunities that can help meet affordable housing targets
 - The general trend is to “go beyond” state statutes to include attached and detached ADUs
 - Most communities have removed all ADUs as a conditional use
 - A common concern is the maximum size of detached ADUs
 - Dealing with “grandfathered” ADUs and building code compliance are also concerns
 - Some communities with good transit and bus service have eliminated or reduced ADU parking requirements, floor area limits, and others are considering eliminating owner-occupancy mandates to encourage more ADUs



4 EXAMPLES

- Recent and on-going ADU code modifications for four communities of comparable size have been specifically reviewed, each of which have also considered allowing attached and detached ADUs:
 - West Point
 - North Logan
 - Heber
 - Tremonton

1-WEST POINT ADU ORDINANCE

- Comprehensive revision of IADU ordinance allows all types of ADUs
 - Internal
 - Attached
 - Detached
- All are permitted (no conditional use requirements)
- Each type has slightly different site requirements
 - IADU requirements are the least onerous, followed by attached ADUs



2- NORTH LOGAN ADU ORDINANCE

- Comprehensive revision of IADU ordinance that allows Internal and Detached ADUs
 - Attached ADU is not specified
- IADUs are permitted according to state requirements
- Detached ADUs are permitted as a conditional use
 - Detached accessory dwelling unit shall not exceed 50% of the building of the single-family dwelling, up to a maximum Gross Area of 1,000 square feet.
 - If the Accessory Dwelling Unit is built entirely over a garage for the primary structure, the entire structure shall not exceed a maximum Gross Area of 1,500 square feet.

3-HEBER ADU ORDINANCE

- Does not specify the type of ADU that is permitted
 - internal, attached and detached ADUs are treated equally
- Requirements are simple and easy to understand
- Permit the largest ADUs of those investigated (up to 1,500 SF), as long as planning and building code requirements are met

4-TREMONTON ADU ORDINANCE

- **Similar to North Logan Ordinance**
- **IADUs are permitted according to state requirements**
- **Detached are permitted as a conditional use**
 - Attached ADU is not specified
 - Detached accessory dwelling unit shall not exceed 50% of the primary residence, up to a maximum gross floor area of 1,000 square feet.
 - If the Accessory Dwelling Unit is built entirely over a garage for the primary structure, the entire structure shall not exceed a maximum gross area of 1,500 square feet.

COMPARISON OF EXISTING AND PROPOSED SOUTH OGDEN ADU ORDINANCE

CURRENT ADU CODE

Permits Internal Accessory Dwelling Units (ADUs)

- Not permitted on lots under 6,000 square feet.
- Limits the IADU to the footprint of the primary residence at the time of application.
 - Additions to accommodate an IADU are not allowed

PROPOSED REVISIONS

Permits Internal Accessory Dwelling Units (ADUs)

- No minimum lot size for internal ADUs if all applicable zoning and permitting requirements are met.
- No maximum size for internal ADUs if all applicable planning, zoning and permitting requirements are met.
- Internal ADU additions must meet the setback and height requirements of the primary building.

COMPARISON OF EXISTING AND PROPOSED SOUTH OGDEN ADU ORDINANCE

CURRENT ADU CODE

Attached ADUs not permitted



PROPOSED ADU CODE REVISIONS

Permits Attached ADUs

- No minimum lot size if all applicable zoning and permitting requirements are met.
- No maximum size for attached ADUs if all applicable planning, zoning and permitting requirements are met.
- Must meet setback and height requirements of the primary building.

COMPARISON OF EXISTING AND PROPOSED SOUTH OGDEN ADU ORDINANCE

CURRENT ADU CODE

Detached ADUs not permitted



PROPOSED ADU CODE REVISIONS

Permits Detached ADUs

- Residential lots greater than 10,000 square feet.
- Unit may not exceed 1,200 square feet.
- Must meet setback and height requirements of garages and other accessory buildings permitted in the specific zone.

COMPARISON OF EXISTING AND PROPOSED SOUTH OGDEN ADU ORDINANCE

CURRENT ADU CODE

- Only permitted in residential areas
- Only one ADU within each single-family dwelling
- Must be occupied by the owner of the property except for temporary bona-fide absences
- Must be clearly incidental to the primary dwelling
- Must have the same address as the main structure. No allowance for a unit number indicated.
- May not be used as a short-term rental.
- Must provide at least one off-street parking space in addition to required parking for the primary residence.

PROPOSED ADU CODE REVISIONS

- Only in residential areas of the city
- Only one ADU on a single lot
- Must be occupied by the owner of the property except for temporary bona-fide absences
- Must be clearly incidental to the primary dwelling
- Must have the same address as the main structure. May designate ADU with a unit number.
- May not be used as a short-term rental.
- Must provide at least one off-street parking space in addition to required parking for the primary residence.

COMPARISON OF EXISTING AND PROPOSED SOUTH OGDEN ADU ORDINANCE

CURRENT ADU CODE

- Only one meter per utility service under property owner's name.
- Constructed according to applicable building codes.
- Must include a kitchen and bathroom separate from those of the main dwelling.
- Building permit per code requirements.
- Rental Dwelling Business License required when renting unit for monetary compensation.
- May be inspected when building, fire, and health complaints are lodged.
- Inspections and approvals by the City Building Inspector are not specified.
- Must secure a Certificate of Occupancy.

PROPOSED ADU CODE REVISIONS

- Only one meter per utility service under property owner's name.
- Constructed according to applicable building codes.
- Must include a kitchen and bathroom separate from those of the main dwelling.
- Building permit per code requirements.
- Rental Dwelling Business License required when renting unit for monetary compensation.
- May be inspected when building, fire, and health complaints are lodged.
- Requires inspections and approvals by the City Building Inspector.
- Must secure a Certificate of Occupancy.

COMPARISON OF EXISTING AND PROPOSED SOUTH OGDEN ADU ORDINANCE

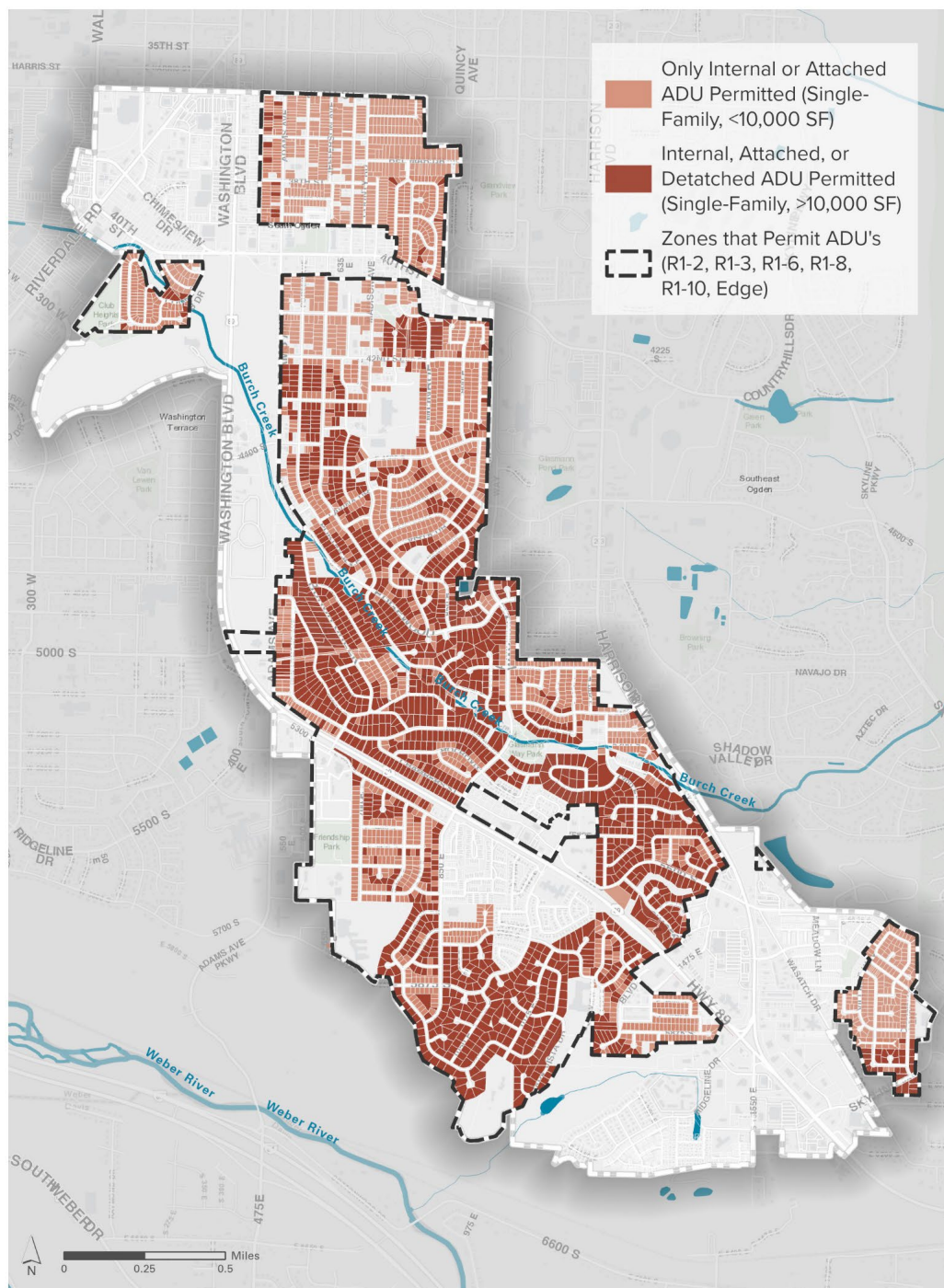
CURRENT ADU CODE

- No ADU existing prior to adoption of the ordinance may be "grandfathered" or considered legal solely because they were previously used as such.
- ADU ownership shall not be separated from the principal dwelling.
- Decision can be appealed to the Appeal Authority.
- Record of ADU is not required to be filed with Weber County

PROPOSED ADU CODE REVISIONS

- No ADU existing prior to adoption of the ordinance may be "grandfathered" or considered legal solely because they were previously used as such
- ADU ownership shall not be separated from the principal dwelling.
- Decision can be appealed to the Appeal Authority.
- ADU must be recorded with Weber County.

WHERE WILL ADUS BE ALLOWED?





BEER LICENSE APPLICATION

Business Name Marias Mexican Restaurants
Business Address 1479 E 5600 S
Owner(s) Name(s) Marco A. Vasquez
Owner Address 80024 S 2750 E, South Weber UT 84405
Date of Birth _____ Driver's License No. 224867952

I, we, Marco A. Vasquez

(If partnership, please attach names and addresses of all partners; if corporation, names and addresses of all principal officers)

hereby apply for a license to conduct the business of (check one):

- ☐ Class "A" -- entitles the licensee to sell beer on draft or in original containers, only on the licensed premises for consumption on or off the licensed premises in accordance with the Utah Liquor control Act and the Ordinances of the City. **License fee is \$250.00 per year.**
- ☐ Class "B" -- entitles the licensee to sell beer in original containers only on the licensed premises for consumption off the licensed premises in accordance with the Utah Liquor Control Act and the Ordinances of the City. **License fee is \$100 per year.**
- ☒ Class "C" -- entitles the licensee to sell beer on the licensed premises in original containers only, not for takeout, but for consumption with meals on the premises in accordance with the Utah Liquor Control Act and the Ordinances of the City. Applicant must be engaged in business of sales of food in area where beer is sold and the annual gross receipts from sale of food must exceed the annual gross receipts from sale of beer. **License fee is \$200.00 per year.**

I have complied with the requirements and possess the qualifications specified in the Utah Liquor Control Act and the South Ogden City Ordinances.

Owner/Agent Signature _____

11/7/2023

Date _____

Office Use Only

Approved by the Chief of Police:

Scott Parke

Signature

11-14-2023

Date

Approved by the South Ogden City Council:

Date



State of Utah

SPENCER J. COX
Governor

DIEDRE M. HENDERSON
Lieutenant Governor

Department of Public Safety

JESS L. ANDERSON
Commissioner

Receipt No: 2023077182

Criminal History Report

This is an official Utah Criminal History Report for the following person:

Name: MARCO ANGEL VAZQUEZ

Date of Birth: 08/28/2002

Other Names Used:

Other Dates of Birth Used:

No other birth dates exist.

NO CRIMINAL RECORD FOUND

This report reflects the criminal history as of: 09/13/2023

The Bureau of Criminal Identification did not find a match for this individual in the Utah Criminal History database.

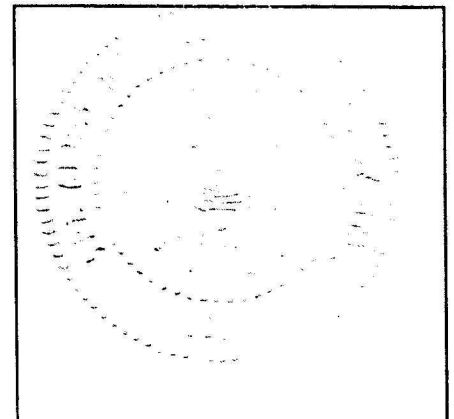
The database was searched by name only.

This is a report of search results from the Utah Criminal History file only. It does not preclude the existence of juvenile arrests, arrests in other states, or arrests not reported to the Bureau of Criminal Identification.

This report is not valid without the official seal of the State of Utah embossed in the box to the right.

I hereby certify that the information contained in this document is true and correct.


Signature of B.C.I. official





BEER LICENSE APPLICATION

Business Name Gas Stop South Ogden

Business Address 925 Chambers St

Owner(s) Name(s) Hemant Patel

Owner Address 10932 South Glenda Ln, South Jordan UT 84095

Date of Birth _____ Driver's License No. CA 8770776

I, we, Hemant Patel and Piyush Patel, 10932 South Glenda Ln, South Jordan UT 84095
(If partnership, please attach names and addresses of all partners; if corporation, names and addresses of all principal officers)

hereby apply for a license to conduct the business of (check one):

- ☐ Class "A" -- entitles the licensee to sell beer on draft or in original containers, only on the licensed premises for consumption on or off the licensed premises in accordance with the Utah Liquor control Act and the Ordinances of the City. **License fee is \$250.00 per year.**
- ☒ Class "B" -- entitles the licensee to sell beer in original containers only on the licensed premises for consumption off the licensed premises in accordance with the Utah Liquor Control Act and the Ordinances of the City. **License fee is \$100 per year.**
- ☐ Class "C" -- entitles the licensee to sell beer on the licensed premises in original containers only, not for takeout, but for consumption with meals on the premises in accordance with the Utah Liquor Control Act and the Ordinances of the City. Applicant must be engaged in business of sales of food in area where beer is sold and the annual gross receipts from sale of food must exceed the annual gross receipts from sale of beer. **License fee is \$200.00 per year.**

I have complied with the requirements and possess the qualifications specified in the Utah Liquor Control Act and the South Ogden City Ordinances.

Owner/Agent Signature _____

Date _____

Office Use Only

Approved by the Chief of Police:

Kevin Locke
Signature

11-29-23
Date

Approved by the South Ogden City Council:

Date



Department of Public Safety

JESS L. ANDERSON
Commissioner

State of Utah

SPENCER J. COX
Governor

DIEDRE M. HENDERSON
Lieutenant Governor

Criminal History Report

This is an official Utah Criminal History Report for the following person:

Name: **PIYUSHKUMAR K PATEL**
Other Names Used:
(PIYUSHKUMAR KANTILAL PATEL)

Date of Birth: **02/09/1983**

Other Dates of Birth Used:

No other birth dates exist.

NO CRIMINAL RECORD FOUND

This report reflects the criminal history as of: **11/21/2023**

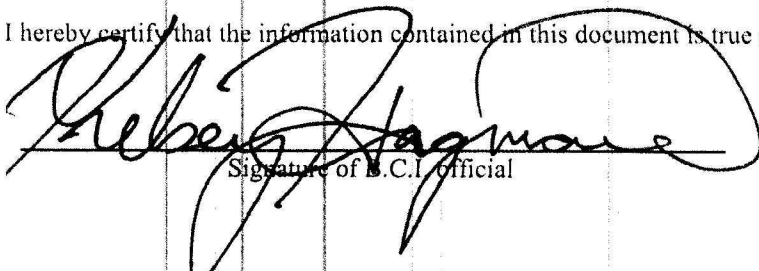
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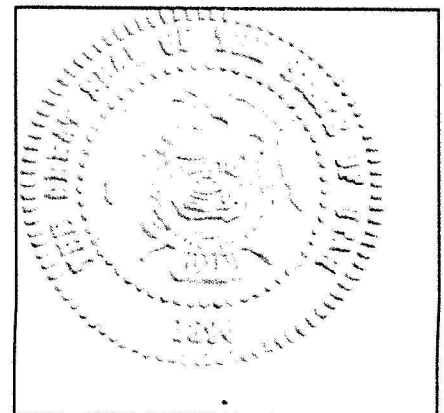
The database was searched by name only.

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I hereby certify that the information contained in this document is true and correct.


Signature of B.C.I. official





State of Utah

SPENCER J. COX
Governor

DIEDRE M. HENDERSON
Lieutenant Governor

Department of Public Safety

JESS L. ANDERSON
Commissioner

Receipt No. 2023071224

Criminal History Report

This is an official Utah Criminal History Report for the following person:

Name: HEMANT P PATEL	Date of Birth: 06/15/1980
Other Names Used: (HEMANT PARSOTT AMDAS PATEL)	
Other Dates of Birth Used: No other birth dates exist.	

NO CRIMINAL RECORD FOUND

This report reflects the criminal history as of: **11/21/2023**

The Bureau of Criminal Identification did not find a match for this individual in the Utah Criminal History database.

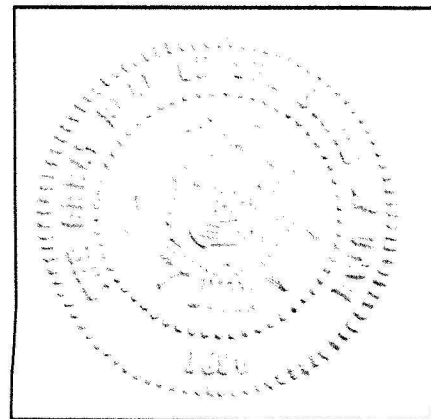
The database was searched by name only.

This is a report of search results from the Utah Criminal History file only. It does not preclude the existence of juvenile arrests, arrests in other states, or arrests not reported to the Bureau of Criminal Identification.

This report is not valid without the official seal of the State of Utah embossed in the box to the right.

I hereby certify that the information contained in this document is true and correct.

Ginda Reschke
Signature of B.C.I. official





BEER LICENSE APPLICATION

Business Name Salon Para Fiestas Sierra

Business Address 3833 Washington Blvd.

Owner(s) Name(s) Juventino Sierra Munoz

Owner Address 3966 S Virden Circle, West Valley City, UT 84120

Date of Birth _____

Driver's License No. CA 8770776

I, we, Juventino Sierra Munoz

(If partnership, please attach names and addresses of all partners; if corporation, names and addresses of all principal officers)

hereby apply for a license to conduct the business of (check one):

- ☒ **Class "A"** -- entitles the licensee to sell beer on draft or in original containers, only on the licensed premises for consumption on or off the licensed premises in accordance with the Utah Liquor control Act and the Ordinances of the City. **License fee is \$250.00 per year.**
- ☐ **Class "B"** -- entitles the licensee to sell beer in original containers only on the licensed premises for consumption off the licensed premises in accordance with the Utah Liquor Control Act and the Ordinances of the City. **License fee is \$100 per year.**
- ☐ **Class "C"** -- entitles the licensee to sell beer on the licensed premises in original containers only, not for takeout, but for consumption with meals on the premises in accordance with the Utah Liquor Control Act and the Ordinances of the City. Applicant must be engaged in business of sales of food in area where beer is sold and the annual gross receipts from sale of food must exceed the annual gross receipts from sale of beer. **License fee is \$200.00 per year.**

I have complied with the requirements and possess the qualifications specified in the Utah Liquor Control Act and the South Ogden City Ordinances.

Owner/Agent Signature _____

Date _____

Office Use Only

Approved by the Chief of Police:

Barin Roche
Signature

11-29-23
Date

Approved by the South Ogden City Council:

Date



State of Utah

SPENCER J. COX
Governor

DIEDRE M. HENDERSON
Lieutenant Governor

Department of Public Safety

JESS L. ANDERSON
Commissioner

Receipt No: 2023093890

Criminal History Report

This is an official Utah Criminal History Report for the following person:

Name: JUVENTINO SIERRA MUNOZ	Date of Birth: 05/15/1971
Other Names Used:	
Other Dates of Birth Used:	
No other birth dates exist.	

NO CRIMINAL RECORD FOUND

This report reflects the criminal history as of: 11/20/2023

The Bureau of Criminal Identification did not find a match for this individual in the Utah Criminal History database.

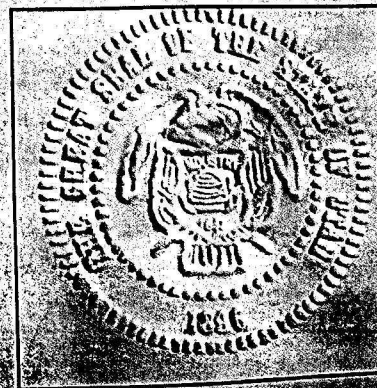
The database was searched by name only.

This is a report of search results from the Utah Criminal History file only. It does not preclude the existence of juvenile arrests, arrests in other states, or arrests not reported to the Bureau of Criminal Identification.

This report is not valid without the official seal of the State of Utah embossed in the box to the right.

I hereby certify that the information contained in this document is true and correct.


Signature of B.C.I. official



ORDINANCE NO. 23-21

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING SOUTH OGDEN CITY CODE 10-14-23, ALLOWING AND REGULATING DETACHED, ATTACHED, AND INTERNAL ACCESSORY DWELLING UNITS; AND MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES

SECTION I - RECITALS:

WHEREAS, South Ogden City (“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, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, in conformance with the provisions of UCA §10-9a-501 the governing body of the city may enact a zoning ordinance establishing regulations for land use and development within the city; and,

WHEREAS, the City Council finds that Utah, as well as many other states in the nation, is experiencing a major housing shortage; and,

WHEREAS, the State of Utah has encouraged its cities and towns to find ways to increase housing in their respective jurisdictions; and,

WHEREAS, in response to the State’s request, the South Ogden City Council set a strategic goal to “Create or Allow For, And Reduce Regulations Related To, Internal or Detached Accessory Dwelling Units (ADUs) in Residential Zones”; and,

WHEREAS, the City Council requested the South Ogden City Planning Commission review ADUs and how they might be allowed in the City; and,

WHEREAS, the City Council finds that the Planning Commission has now recommended certain changes to the city zoning ordinance to allow and regulate detached, attached, and internal accessory dwelling units; and,

WHEREAS, the City Council finds that South Ogden City Code 10-14-23 and various of its subsections should be amended by adding new language governing these changes and related regulations for the City; and,

WHEREAS, the City Council finds that the requirements should be effective upon passage of this Ordinance;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that the City Code be changed and amended:

SECTION II – CITY CODE AMENDED

Upon the adoption of this Ordinance, Title 10, Chapter 23 of the South Ogden City Code is readopted with the changes set out in **Attachment "A"**, which is incorporated herein, to read as indicated.

SECTION III - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION IV - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI - DATE OF EFFECT

This Ordinance shall be effective on the 5th day of December, 2023, and after publication or posting as required by law.

DATED this 5th day of December, 2023.

SOUTH OGDEN CITY, a municipal corporation

by: _____
Mayor Russell L. Porter

Attested and recorded

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 23-21

An Ordinance Of South Ogden City, Utah, Revising And Amending South Ogden City Code 10-14-23, Allowing And Regulating Detached, Attached, And Internal Accessory Dwelling Units; And Making Necessary Language Changes To The City Code To Effect Those Changes

05 Dec 23

10-14-23: Accessory Dwelling Units (ADU)

The purposes and objectives of this section are to provide reasonable regulations for supplementary living accommodations in internal Accessory Dwelling Units (ADUs) located in residential areas of the city.

An internal Accessory Dwelling Unit (ADU) is a room or set of rooms located within the footprint of the primary residential single-family dwelling at the time the internal accessory dwelling unit is created, and located within an area zoned primarily for residential use. The following will apply to internal ADUs:-

1. ~~An Accessory Dwelling Unit may be permitted subject to the following conditions:~~
 1. ~~No more than one ADU may be permitted within each single-family dwelling.~~
 2. ~~ADUs are not permitted on residential lots that comprise an area of 6,000 square feet or less.~~
 3. ~~Either the ADU or the principal residence shall be occupied by the owner of the property except for temporary bona-fide absences.~~
 4. ~~ADUs are permitted only in owner-occupied single-family dwellings.~~
 5. ~~There shall be no external evidence of occupancy by more than one family. The ADU shall be clearly incidental to the primary use of the dwelling for dwelling purposes and shall not change the character of the building from that of a dwelling.~~
 6. ~~Each ADU unit shall have the same address as the main structure. Homes with an ADU may designate mail to occupants of the ADU with a unit or apartment number.~~
 7. ~~No ADU may be used as a short-term rental.~~
 1. ~~Short-term rental is defined as a property that is rented for a period of less than 30 days.~~
 8. ~~Each ADU shall provide at least one (1) off-street parking space in addition to the required parking for the primary residential unit.~~
 1. ~~The required ADU off-street parking spaces shall meet the requirements contained in Title 10, Chapter 17 Parking and Loading Space, Driveway, Vehicle Traffic and Access Regulations of the South Ogden City Code.~~
 2. ~~Garage or carport spaces count as approved spaces.~~
 3. ~~Required ADU parking stalls may not be located within a front yard setback area.~~
 9. ~~A single-family dwelling with an ADU shall only have one meter per utility service. Each meter shall be in the property owner's name.~~
 10. ~~All construction and remodeling to accommodate the ADU shall be in accordance with all building codes, as amended, in effect at the time of construction or remodeling.~~
 11. ~~ADU size requirements are:~~
 1. ~~Minimum size: no minimum size.~~
 2. ~~Maximum size: no maximum size.~~
 12. ~~ADUs must include the following:~~
 1. ~~A kitchen separate from the main dwelling.~~
 2. ~~Sanitation facilities (at least a 3/4 bathroom) separate from the main dwelling.~~
 13. ~~A person desiring to add an ADU to their house shall obtain a building permit when applicable.~~
 14. ~~The owner of the property must obtain a City Rental Dwelling Business License for ADUs for which they receive any monetary compensation.~~

- ~~15. ADUs licensed in South Ogden City may be inspected upon receipt of complaints for compliance with building, fire, and health codes by any appropriate department of the City or other governmental agency to ensure compliance with building, fire and health and safety codes. No ADU shall be approved without all required inspections and approval of the City Building Inspector in compliance with UCA 10-9a-511.5 and its subsequent amendments.~~
- ~~16. No Rental Dwelling Business License shall be granted without providing evidence of a Certificate of Occupancy.~~
- ~~17. Prior Uses: No ADU existing prior to the enactment of this Section shall be "grandfathered", or considered legal solely because they were previously used as such.~~
- ~~18. Other Rental Units Prohibited: There shall be no other type of accessory dwelling unit allowed except as provided in this Section. Any portion of a home or dwelling unit that has been sectioned off so that any occupant in the dwelling does not have access to any portion of the home, and contains separate living quarters and/or a kitchen, regardless of the relationship of the occupants, shall be prohibited unless it meets all of the requirements and standards of this Section, and an application has been made pursuant to the requirements and conditions of this Section.~~
- ~~19. The ownership of an ADU shall not be separated from the principal dwelling.~~
- ~~20. Decisions of South Ogden City not to issue a permit for an ADU can be appealed to the Appeal Authority.~~

10-14-23 : Accessory Dwelling Units (ADU)

The purposes and objectives of this section are to provide reasonable regulations for Accessory Dwelling Units (ADUs) located in residential areas of the city. An ADU is a second dwelling unit on an owner-occupied single-family use property that is clearly incidental and accessory to the main dwelling on the property, and can be either internal, detached or attached.

A. Definitions:

1. Internal ADU - an accessory dwelling unit located within the footprint of the primary dwelling unit.
2. Detached ADU - an accessory dwelling unit that is located on the residential property and not attached to the principal dwelling unit.
3. Attached ADU - an accessory dwelling unit that constructed as a physical expansion or addition to the primary dwelling, sharing one or more common walls.

B. Conditions: An Accessory Dwelling Unit may be permitted subject to the following conditions:

1. No more than one ADU may be permitted on a single lot.
2. There is no minimum lot size for internal or attached ADUs as long as all applicable zoning and permitting requirements are met.
3. Detached ADUs are not permitted on residential lots that comprise an area of less than 10,000 square feet.
4. There shall be no obvious evidence that more than one family is living on the property containing the ADU. The ADU shall be clearly incidental to the primary dwelling and the property on which it is located.

5. Each ADU unit shall have the same address as the main structure. Homes with an ADU may designate mail to occupants of the ADU with a unit or apartment number.
6. The ADU may not be used as a short-term rental.
 - a. Short-term rental is defined as a property that is rented for a period of less than 30 days.
7. ADU size requirements:
 - a. Maximum size.
 - 1) There is no maximum size for ADUs located within or attached to a main building, as long as all applicable zoning and permitting requirements are met.
 - 2) Detached ADUs shall not exceed 1,200 square feet.
8. Site Design and Height Requirements:
 - a. Height Requirements
 - 1) Internal and attached ADUs must meet the height requirements of the primary building.
 - 2) The minimum height of a detached ADU shall not be less than ten feet (10') and the maximum height shall not exceed 19 feet (19'), subject to the following exceptions:
 - a) Height may be increased up to 24 feet for a pitched roof or 20 feet for a flat roof provided the side and rear yard setbacks are increased one foot for each additional foot in building height above 17 feet.
 - b. Setback Requirements:
 - 1) Internal and attached ADUs must meet the setback and height requirements of the primary building.
 - 2) A detached ADU must meet the side and rear yard accessory building setback requirements found in 10-7- RESIDENTIAL ZONES for the specific zone in which it is located.
 - 3) Attached and detached ADUs must utilize a similar residential exterior wall treatment and roofing material as the primary building
 - 4) No ADUs may be located in the front yard.
9. ADUs must include the following:
 - a. A kitchen separate from the main dwelling.
 - b. Sanitation facilities (at least a 3/4 bathroom) separate from the main dwelling.
10. The ADU shall provide at least one (1) off-street parking space in addition to the required parking for the primary residential unit.
 - a. ADUs must meet the off-street parking requirements contained in Title 10, Chapter 17 Parking and Loading Space, Driveway, Vehicle Traffic and Access Regulations of the South Ogden City Code.
 - b. Garage or carport spaces count as approved parking spaces.

- c. Required ADU parking stalls may not be located in a front yard and must meet the off-street parking requirements of 10-17-2 of this code.
11. All utility services shall be in the property owner's name.
12. All construction and remodeling to accommodate the ADU shall be in accordance with all building codes, as amended and in effect at the time of construction or remodeling.
13. A person desiring to construct an ADU shall obtain a building permit as applicable.
14. The property owner must obtain a South Ogden City Rental Dwelling Business License for ADUs for which they receive any monetary compensation.
15. ADUs may be inspected upon receipt of complaints by any appropriate department of South Ogden City or other governmental agency to ensure compliance with building, fire, health, and safety codes.
16. No ADU shall be approved without all required inspections and approvals of the City Building Inspector in compliance with UCA 10-9a-511.5 and its subsequent amendments.
17. No Rental Dwelling Business License shall be granted to an ADU without providing evidence of a Certificate of Occupancy.
18. Prior Uses: No ADU existing prior to the enactment of this Section shall be "grandfathered" or considered legal solely based on the fact they were used as such. No ADU dwelling unit is allowed except as provided in this Section. Any portion of the primary residence or ADU that is sectioned off so that any occupant of said dwelling does not have access to any portion of the home, and contains separate living quarters and/or a kitchen, regardless of the relationship of the occupants, shall be prohibited unless it meets all of the requirements and standards of this Section, and an application has been made pursuant to the requirements and conditions of this Section.
19. The ownership of an ADU shall not be separated from the principal dwelling.
20. a. After a Residential Rental ADU License has been approved by the City, staff shall record a notice with the Weber County Recorder's Office that an ADU has been permitted for the property. The notice shall include:
1. A description of the primary property
 2. a statement describing what type of ADU has been approved
 3. a statement that the ADU may only be used if the owner lives in either the primary unit or the ADU
 4. a statement the ADU may only be used in accordance with South Ogden City's land use regulations
- b. After recording the notice, staff shall deliver a copy of the notice to the owner of the ADU property owner.
21. The decision by South Ogden City staff to not issue a permit for an ADU may be appealed to the Appeal Authority as per 10-4-3 of this code.

10-14-5: Additional Height Regulations

A. Accessory Dwelling Units (ADUs) are not considered accessory buildings for the purposes of this section.

~~a.~~B. Specified: Penthouse or roof structures for housing elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain a building, and fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, smokestacks and water tanks, wireless or television masts, theater lofts, silos or similar structures may be erected above the height limits prescribed in the zone height regulations, but no space above the height limit will be allowed to provide additional floor space, and no structure, howsoever denominated, of a height greater than the maximum allowed under airport area height provisions, shall be permitted or maintained.

C. Minimum For Dwellings; Maximum For Accessory Buildings: No dwelling will be erected to a height less than ten feet (10') and no accessory building in a residential zone will be erected to a height greater than nineteen feet (19') or one story. For nonvehicle accessory buildings, the walls will not exceed ten feet (10') high from the finished floor. For vehicle accessory buildings, the height of the eaves or cornice may be two feet (2') higher than the vehicle door but not to ~~ex~~ceed fourteen feet (14'). (Ord. 17-23, 11-21-2017, eff. 11-21-2017).

10-14-22: Standards For Accessory Buildings In Residential Zones

A. Prohibited Use: Accessory buildings shall not be used as living quarters. Accessory Dwelling Units are not considered accessory buildings for the purposes of this section.

~~A.~~B. Design and Materials: The original design of the building must have been to function as a typical accessory residential structure, such as a patio cover, pergola, storage shed, garage or carport, and not for some other use. Reuse of a metal structure originally designed or used for other purposes, such as shipping or cargo containers, is not allowed unless the exterior of the metal structure is made to be integrated into the design of the main residential building, with a similar residential exterior wall treatment and roofing material as the main building.

1. Metal accessory buildings two hundred (200) square feet or less are allowed in all residential zones. Accessory buildings over 200 square feet are allowed with exterior finished walls constructed of up to 50% painted metal, with the remainder of the building covered in horizontal lap or vertical (board and batten) siding, brick, stucco, wood, or similar material as the main building, etc.
2. All accessory buildings larger than 200 square feet must be integrated into the design of the residential building, with a similar residential exterior wall color.
 - a. Roofing materials including metal roofs shall have a similar color as the main building.
 - b. An eave proportionate to the main building is required with a minimum of 12 inches. Aluminum fascia and soffits are allowed.
3. Roof pitches shall be a minimum of a 4/12.

~~B.~~C. Location and Size:

1. No detached accessory building, other than trellises, shall be allowed in the front yard between the main residential building and the street.
2. A garage or carport attached to the main residential building is allowed between the front of the main residential building and the street if the front yard setback requirement for the zone is maintained and the garage or carport is integrated into the design of the residential building, with a similar residential exterior wall treatment, roof slope, and roofing material as the main building to which it is attached.
3. A detached garage or carport may be located in the side yard so long as it meets the side and front yard setbacks, is a minimum of 6 feet from the main building, is integrated into the design of the residential building, with a similar residential exterior wall treatment and roofing material as the main building.
4. Accessory buildings may be located in a rear yard provided they meet the required setbacks of the zone.

~~C.D.~~ D. Height: The building shall not exceed the maximum height allowed by other sections of the Zoning Ordinance (See 10-14-5: Additional Height Regulations).

~~D.E.~~ E. ~~Prohibited Use: Accessory buildings shall not be used as living quarters. Accessory Dwelling Units are not considered accessory buildings.~~

STAFF REPORT



SUBJECT: County Wide Interlocal Agreement for Paramedic
Aboard Charges
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: December 5, 2023

RECOMMENDATION

City Staff is recommending that the Mayor and City Council approve the Interlocal Agreement for Paramedic Aboard Charges.

BACKGROUND

This is an ongoing renewal agreement. The last renewal became effective in 2017.

ANALYSIS

Currently, paramedic service providers are not allowed to charge a fee when a patient is transported. Historically, the transporting agency will: bill the patient for all services provided; then reimburse the paramedic agency for their service(s).

South Ogden will now pay \$252.70 per call when it is necessary for a paramedic to ride with the ambulance to the hospital. This amount is 38% of the State approved rate of \$665.00. This rate will be re-evaluated every year in June, then will be adjusted according to the collection rates of each agency that provides ambulance transport services.

SIGNIFICANT IMPACTS

There is currently a line item for these services and this line item will continue. The amount will increase or decrease dependent on the call volumes from year to year.

ATTACHMENTS

None

Resolution No. 23-44

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SOUTH OGDEN CITY, OGDEN CITY, RIVERDALE CITY, ROY CITY, CLINTON CITY, BRIGHAM CITY, MORGAN COUNTY, NORTH VIEW FIRE DISTRICT, AND WEBER FIRE DISTRICT FOR PARAMEDIC ABOARD FEES AND RELATED SERVICES

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

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

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

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

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

WHEREAS, the City Council finds that certain units of local government desire to enter into an agreement establishing a policy to provide certain Paramedic Aboard and related services, including how charges for such services shall be handled so it is beneficial to each other (the "Agreement"); and,

WHEREAS, the City Council finds it will be beneficial to the City to enter a contractual relationship with Ogden City, Riverdale City, Roy City, Clinton City, Brigham City, Morgan County, North View Fire Agency and Weber Fire District for the provision of these mutually beneficial services; 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,

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

WHEREAS, the City Council finds that 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 Ogden City, Riverdale City, Roy City, Clinton City, Brigham City, Morgan County, North View Fire Agency and Weber Fire District for the provision of Paramedic Aboard services as set out in that document entitled **"Interlocal Cooperation Agreement for Paramedic Aboard Charges"** 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 fact that the City Manager has been duly authorized to sign such arrangements on behalf of the City.

BE IT FURTHER RESOLVED that the foregoing recitals are fully incorporated herein; and, this Resolution shall become effective immediately upon its passage.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 5th day of December, 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 5th day of December, 2023.

SOUTH OGDEN CITY

Russell L. Porter
Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 23-44

A Resolution Approving And Authorizing The Execution Of An Interlocal
Cooperation Agreement Between South Ogden City, Ogden City,
Riverdale City, Roy City, Clinton City, Brigham City, Morgan County,
North View Fire District, And Weber Fire District For Paramedic Aboard
Fees And Related Services

05 Dec 23

**INTERLOCAL COOPERATION AGREEMENT FOR
PARAMEDIC ABOARD CHARGES**

This Agreement made and entered into the 14th day of July, 2023 ("Effective Date") pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City Corporation, a Utah municipal corporation of the State of Utah ("Ogden City"), Riverdale City Corporation ("Riverdale City"), Roy City Corporation ("Roy City"), South Ogden City Corporation ("South Ogden City"), Clinton City Corporation ("Clinton City"), Brigham City Corporation ("Brigham City"), Morgan County ("Morgan County"), all municipal corporations of the State of Utah, and Weber Fire District, a Utah Local District ("Weber Fire District"), and North View Fire District, a Utah Local District ("North View Fire").

WITNESS ETH:

WHEREAS, Ogden City, Roy City, Weber Fire District, and Clinton City furnish and provide paramedic services to portions of Weber County, in this role hereinafter referred to as "Paramedic Providers"; and

WHEREAS, Ogden City and Roy City, Riverdale City, South Ogden City, Clinton City, Brigham City, Morgan County, and Weber Fire District and North View Fire District, are all providers of various types of ambulance transport services within Weber County, in this role hereinafter referred to as "Ambulance Transport Providers;" and

WHEREAS, some health insurance providers will only accept and pay claims for paramedic aboard fees billed directly by the ambulance provider and will not accept a separate and independent billing for the paramedic aboard fee from a Paramedic Provider; and

WHEREAS, the Paramedic Providers have an agreement with Weber County for the disposition and use of paramedic fees; and

WHEREAS, the parties are desirous of providing for the reimbursement to the Paramedic Providers by the Ambulance Transport Providers for paramedic services rendered during ambulance transport in those instances where the Paramedic Provider is not able to bill independently for such services.

NOW, THEREFORE, upon the mutual promises and other good and satisfactory consideration, the parties agree as follows:

1. All charges shall be in accordance with the rate schedule established by the Utah Emergency Medical Services Act in accordance with 26B-4-152 Utah Code, as amended from time to time.
2. As outlined in Section 4, an Ambulance Transport Provider shall pay a Paramedic Provider for each "PMA Call" assisted by the Paramedic Provider, upon a request by the Paramedic Provider (hereinafter referred to as a "Request for Collection"). The Ambulance Transport Provider shall collect the allowable charges for such paramedic services provided in conjunction with their own permitted charges. "PMA Call"

means a paramedic aboard assisted call wherein paramedic(s) of the applicable Paramedic Provider accompany a patient to the hospital on an ambulance transport, operated by the applicable Ambulance Transport Provider from the place of assistance.

3. The applicable Ambulance Transport Provider shall pay the applicable Paramedic Provider on a monthly basis for all PMA calls assisted by that Paramedic Provider for which a Request for Collection has been made. Payments shall be for all such PMA calls rendered after midnight of the first day of the month to midnight of the last day of the month. The Ambulance Transport Provider shall resolve or dispute any incidents deemed erroneous as provided by the Paramedic Provider, within thirty (30) days of when invoice is received. Such disputes or adjustments shall be conveyed to the Paramedic Provider for prompt resolution. Payment to the applicable Paramedic Provider shall be made by the applicable Ambulance Transport Provider within ninety (90) days for which payment is due. If payment is not received within ninety (90) days for which payment is due, the Ambulance Transport Provider *may* incur interest of 1.5% per month past payment due date. The Paramedic Provider shall provide a monthly report to each Ambulance Transport Provider detailing all PMA calls of that Ambulance Transport Provider assisted by that Paramedic Provider for which a Request for Collection has been made, based on actual run reports.

4. Paramedic Fee and Allowable Adjustments.

Pursuant to the Utah Emergency Medical Services Act in accordance with 26B-4-152 Utah Code as amended from time to time, all Ambulance Transport Providers within this agreement agree to make good faith efforts to collect the paramedic aboard fee. Regardless of the collection amount received by the Ambulance Transport Providers, they agree to make payment to the Paramedic Providers for the amount calculated by the formula outline below. The Paramedic Providers agree to accept the calculated amount as full payment for each billed PMA Call.

The formula consists of the Ambulance Transport Provider's gross annual collection rate percentage multiplied by the State approved PMA rate of \$665.00. This amount will be adjusted annually on July 1st as the State approved PMA rate changes, and as the reported collection rate of each Ambulance Transport Provider changes (see Section 13).

5. Term. The term of this Agreement will begin on the effective date and shall continue to be in force for a period of five (5) years, unless terminated as provided herein. Any party may terminate its obligations hereunder by giving thirty (30) days advance written notice to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating party from the obligations created herein. Should this agreement be terminated by any party, the Ambulance Transport Provider acknowledges and agrees to stop billing the ALS rate when transporting with that Paramedic Provider. The Paramedic Provider also acknowledges and agrees to be responsible for collecting the paramedic aboard fee when transporting with that Ambulance Transport Provider.

6. Administrative Entity. It is the intent and understanding of all parties that no new entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.
7. Independent Contractors. In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.
8. Hold Harmless. Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.
9. Governmental Immunity. All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections, or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.
10. Manner of Financing. This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement and shall be responsible for any costs incurred as a result thereof.
11. Filing of Agreement. A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records and shall remain on file for public inspection during the term of this Agreement.
12. Governing Law, Jurisdiction and Venue. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.
13. Review and Rate Reporting. The parties, through their appointed representatives, shall meet annually to review this Agreement, the collection rate of each individual Ambulance Transport Provider, and to discuss any matters or issues that may arise under this Agreement. "Gross Collection Rate" is referred to as the providers' Gross Receipts divided by Gross Charges. This will be the rate used to calculate PMA

charges for that Ambulance Transport Provider starting in July of the current year. The collection rate reported by each Ambulance Transport Provider shall be their Gross Collection Rate from the previous calendar year.

14. Compliance with Laws. In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state, and local laws and regulations.
15. Property. No real or personal property shall be acquired, nor improvements constructed by the parties as a result of this Agreement.
16. General Provisions.
 - A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
 - B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.
 - C. Amendments. This Agreement may be modified only by a written amendment signed by each of the parties hereto.
 - D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.
 - E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 - F. No Partnership, Joint Venture, or Third-Party Rights. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.
17. Resolution by Governing Bodies. This Interlocal Agreement shall become effective immediately upon (1) the execution of, or an appropriate resolution approving, this Agreement by the applicable commission, board, council or body or officer of each entity vested with executive power of the entity; (2) approval as to form by the authorized attorney for each entity; and, (3) the filing of the executed Agreement with the keeper of records for each participating entity. Upon becoming effective, this Agreement negates, nullifies, supplants and/or replaces the previous Interlocal Agreement entered into by the parties, dated July 14, 2023.

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

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

OGDEN CITY CORPORATION, a
Utah Municipal Corporation

By: Michael P. Caldwell
Michael P. Caldwell (Oct 16, 2023 18:03 MDT)
Title: Mayor
Date: Oct 16, 2023

ATTEST:

Amy Hansen
City Recorder
APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Katie M. Ellis
Katie M. Ellis (Oct 16, 2023 16:05 MDT)
City Attorney



Oct 17, 2023

CLINTON CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

MORGAN BODY POLITIC,

By: _____
Title: _____
Date: _____

ATTEST:

Morgan County Clerk/Auditor

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Morgan County Attorney

BRIGHAM CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

WEBER FIRE DISTRICT, a
A Utah Local District

By: _____
Title: _____
Date: _____

ATTEST:

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney

NORTH VIEW FIRE DISTRICT, a
A Utah Local District

By: _____
Title: _____
Date: _____

ATTEST:

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney

ROY CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

SOUTH OGDEN CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

RIVERDALE CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

STAFF REPORT



SUBJECT: Justice Court Recertification
AUTHOR: Doug Gailey
DEPARTMENT: Administration
DATE: 12-05-2023

RECOMMENDATION

Recertify the Justice Court

BACKGROUND

Every four years, the State of Utah requires the recertification of the Justice Court. The court is classified based on the average number of cases. South Ogden Justice court has between 151 and 200 cases annually and is classified as a Class III court.

ANALYSIS

Staff has completed the recertification application and ensured that all requirements for recertification have been met.

SIGNIFICANT IMPACTS

The continued operation of the Justice Court was included in the current budget.

ATTACHMENTS

Attorney Opinion Letter to City Council

JOHNSON, PATTERSON & YELLOWHORSE

ATTORNEYS AT LAW

P.O. BOX 831
PLEASANT GROVE, UTAH 84062
joel@publicprivatelaw.com

ERIC TODD JOHNSON
ROBERT A. PATTERSON
JOEL YELLOWHORSE

TEL (801) 895-4364 ext. 103
CELL (801) 520-5333

November 27, 2023

Mayor Russell L. Porter
South Ogden City Council
3950 S. Adams Ave.
South Ogden, UT 84403

**Re: *Requirements for Operation of the Justice Court – Feasibility of
Maintaining Court***

Dear Mayor Porter and Council:

This letter concerns the South Ogden City Justice Court recertification procedure. I have been asked to present you with the applicable requirements for operating the Justice Court, and provide you with my opinion as to the feasibility of maintaining it.

The requirements South Ogden City must meet to maintain a qualified justice court depends on the size of court's caseload. After discussing the matter with the clerk of the court, and reviewing the average monthly court filings for this year it appears that the Utah Judicial Authority would classify the court as a Class III court.

The requirements for the operation of a Class III justice court in Utah are found in the Rules of Judicial Administration, Rule 9-101 et seq. The following is a summary of those requirements.

- a. A clerk shall be available for at least two hours each day that the court is required to be open and during court hearings, as required by the judge. These hours shall be posted on the court's website. The trial calendar shall be set at least twice a month.
- b. The judge shall be available to conduct court business as needed, performing all duties required and exercising ultimate responsibility for the administration of justice as an independent branch of government.
- c. All court hearings shall be conducted in a designated courtroom, including remote transmission, as permitted by the Judicial Council, or in another location authorized by the Presiding Judge.

- d. The minimum furnishings for a courtroom shall include: a desk and chair for the judge (on a riser at least six inches above the well with a concealed duress alarm), a desk and chair for the court clerk, chairs for the witnesses, separate tables and appropriate chairs for plaintiffs and defendants, a Utah State flag, a United States flag, a separate area and chairs for at least four jurors, a separate area with appropriate seating for the public, an appropriate room for jury deliberations, and an appropriate area or room for victims and witnesses, which is separate from the public, as well as a judicial robe, a gavel, and necessary forms and supplies.
- e. The courtroom should be at least 800 square feet and appropriately lighted, insulated from outside noise, and finished to standards. The witness box should allow clear line of sight for participants, enclosed on 2-3 sides, shield the witness from the waist down, and fit two people. The jury box should have a clear line of sight, have space for five jurors, be distanced from spectators, have a single row of stationary swivel seats, and include a modesty rail. A clerk's station should be opposite the witness stand with necessary fixtures to facilitate conversation with the judge and court proceedings. Three person tables should be provided for defense and prosecution, sufficiently distanced for private conversation. The judge's chambers should be 120 square feet, connected to the bench and clerk's area, with adequate shelving, and seating for meetings. A conference room no smaller than 150 square feet can serve as a jury room, with tables, chairs, a telephone outlet, and a drinking fountain and toilet nearby. The clerk's area should include an area less than 150 square feet for reception with 60 square feet of counter space. A separate restroom for the public from the judge, staff and jurors should be provided. Clerical staff should receive 75 square feet per person with a desk, chair, computer and other equipment, in an open landscape configuration with access to a storage and print/copier area.
- f. Office space may be shared as long as the judge and clerk have priority. The office space shall include a desk for the judge and a desk for the clerk, secure filing cabinets for the judge and clerk, a telephone for the judge and a telephone for the clerk, appropriate office supplies to conduct court business, a cash register or secured cash box for each clerk performing cashiering duties, a computer with word processing software, and access to a scanner and copy machine.
- g. The court shall provide interpreters as required by the Code of Judicial Administration.
- h. The entity shall have at least one peace officer.
- i. A current court security plan shall be submitted for approval as required by Rule 3-414 of the Code of Judicial Administration.
- j. Each court shall have at least one computer with access to the internet, and appropriate software and security/encryption technology to allow for electronic reporting and access to the Driver License Division and Bureau of Criminal Identification, as defined by the reporting and retrieval standards promulgated by the Department of Public Safety.

- k. Each court shall report required case disposition information to the DLD, BCI and the Administrative Office of the Courts.
- l. Clerk education hours shall be reported to the Administrative Office of the Courts on an annual basis.
- m. The appointment of the clerk assigned to serve the court shall be subject to the judge's approval, who may participate in the interview and personnel evaluation process for the clerk at his discretion.
- n. The court clerk shall be certified according to the Code of Judicial Administration.
- o. Any interlocal agreement relating to court operations shall be provided to the Justice Court Administrator.
- p. The court shall accept credit and debit cards through a system that integrates with CORIS.
- q. The court shall have access to UCJIS.
- r. An audio recording system shall maintain a digital recording of all court proceedings. The system must be a stand-alone unit that records and audibly plays back the recording; it must index, back-up and archive the recording and enable the record to be retrieved; and it must have at least two recording channels.

The requirements for court facilities and hours of operations for the Justice Court are set forth in Utah Code Ann. § 78A-7-213. The requirements for court staff are located in Utah Code Ann. § 78A-7-103, and the dispositions of fines is controlled by § 78A-7-120 et seq. These requirements are outlined below:

- a. The courtroom or office must be located in a public facility that is conducive and appropriate for the administration of justice. The space does not have to be allocated solely for the Justice Court, however.
- b. The court shall be open and judicial business shall be transacted every day as provided by law. The judge is not required, however, to be present during all hours the court is open.
- c. The hours that the court will be open to the public shall be posted conspicuously at the court and in the local public buildings.
- d. The judge and the clerk of the court shall attend the court at regularly scheduled times.
- e. The City is required to provide and compensate the judge and clerical personnel to conduct the business of the court and shall assume the expense of travel, meals, training fees and lodging for the judge and clerical personnel to attend required judicial education and training.
- f. The City is required to provide a prosecutor, a public defender when the defendant qualifies for one, and sufficient police officers to attend the court when required and to provide security for the court.
- g. The City is required to pay witness and jury fees as required by law.
- h. The fines, surcharges or assessments collected by a Justice Court which are payable to the State, must be forwarded to the State as required by law.

- i. The entity operating a court shall pay the judge of that court a fixed compensation, within the range provided by statute.
- j. The Court shall be held within the jurisdiction of the court.
- k. The City shall provide and keep current for the court a copy of the Utah Code, the Utah Court Rules Annotated, the justice court manual published by the state court administrator, the city ordinances as appropriate, and other legal reference materials as determined to be necessary by the judge.
- l. All required reports and audits shall be filed as required by law or by rule of the Judicial Council
- m. The City is responsible to draft and submit a security plan for the Justice Court that is consistent with the requirements of Rule 3-414 of the Rules of Judicial Administration.

The Utah Code contains other requirements for the various functions of the court that are not applicable to South Ogden's Justice Court, and therefore do not need to be reviewed by the Council.

In my opinion, South Ogden has maintained a well organized and efficient Justice Court during the time I have worked with the City. Accordingly, I believe it is feasible for South Ogden City to continue to maintain and operate the Justice Court consistent with the State's requirements.

Best Regards,

JOHNSON PATTERSON & YELLOWHORSE

A handwritten signature in cursive script that reads "Joel Yellowhorse".

Joel Yellowhorse

Resolution No. 23-45

**A RESOLUTION REQUESTING THE RECERTIFICATION OF
THE SOUTH OGDEN CITY JUSTICE COURT**

WHEREAS, the provisions of U.C.A. 78A-7-103 require that Justice Courts be recertified at the end of each four-year term; and,

WHEREAS, the term of the present Court shall expire on the 31st day of January 2024; and,

WHEREAS, the members of the South Ogden City Council have received an opinion letter from Joel Yellowhorse, City Attorney, which sets forth the requirements for the operation of a Justice Court and feasibility of continuing to maintain the same; and,

WHEREAS, the members of the South Ogden City Council have determined that it is to the best interests of South Ogden City to continue to provide for a Justice Court;

BE IT RESOLVED, the South Ogden City Council hereby requests recertification of the South Ogden City Justice Court by the Board of Justice Court Judges and the Utah Judicial Council.

BE IT FURTHER RESOLVED, the South Ogden City Council hereby affirm their willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the South Ogden City Justice Court for the next four-year term of court, except as to any requirements waived by the Utah Judicial Council.

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 5th day of December, 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 5th day of December, 2023.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

Resolution No. 23-46

**RESOLUTION OF SOUTH OGDEN CITY COUNCIL,
ACTING AS THE MUNICIPAL BOARD OF CANVASSERS, CONDUCTING AND
APPROVING THE CANVASS AND ELECTIONS RESULTS FOR THE
NOVEMBER 2023 GENERAL ELECTION; AND, PROVIDING FOR AN
EFFECTIVE DATE.**

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

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

WHEREAS, the City Council finds, under the requirements of UC §20A-4-301, et. seq, that the mayor and the city council are the board of municipal canvassers for the municipality; and,

WHEREAS, the City Council finds that the board of municipal canvassers shall meet to canvass the returns at the usual place of meeting of the municipal legislative body no sooner than seven days and no later than fourteen days after the election; and,

WHEREAS, the City Council finds that the date of this meeting, as set out below as the date of this resolution, is a date that complies with the statutory requirement as does the location where the meeting is being held; and,

WHEREAS, the City Council finds that all qualified election returns were opened and counted as of the time of meeting of this session of the board of canvassers; and,

WHEREAS, the City Council finds that a certified summary of counted ballots has been prepared by the election officer, as well as a summary of ballots not counted, with an explanation regarding the reason the ballots were not counted; and,

WHEREAS, the City Council finds that the election officer prepared a report of the election results, which contained: (i) the total number of votes cast in the board's jurisdiction; (ii) the names of each candidate whose name appeared on the ballot; (iii) the title of each ballot proposition that appeared on the ballot; (iv) each office that appeared on the ballot; (v) from each voting precinct: (A) the number of votes for each candidate; and (B) the number of votes

for and against each ballot proposition; (vi) the total number of votes given in the board's jurisdiction to each candidate, and for and against each ballot proposition; and (vii) a statement certifying the information in the report is accurate; and,

WHEREAS, the City Council, acting as the Board of Canvassers, finds that the election officer and the board of canvassers: (i) reviewed the report to ensure it is correct; and (ii) signed the report;

WHEREAS, the City Council, duly convened as the board of canvassers, completed the required statutory duties: (a) declared "elected" or "nominated" those persons who: (i) had the highest number of votes; and (ii) sought election or nomination to an office completely within the board's jurisdiction; (b) declared: (i) "approved" those ballot propositions that: (A) had more "yes" votes than "no" votes; and (B) were submitted only to the voters within the board's jurisdiction; (ii) "rejected" those ballot propositions that: (A) had more "no" votes than "yes" votes or an equal number of "no" votes and "yes" votes; and (B) were submitted only to the voters within the board's jurisdiction; (c) certified the vote totals for persons and for and against ballot propositions submitted to voters within and beyond the board's jurisdiction and transmit those vote totals to the lieutenant governor; and,

WHEREAS the City Council now desires to be in conformance with the requirements of law; and,

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

SECTION 2 - CANVASS OF ELECTION RESULTS – NOVEMBER 2023:

That the election results of the November 2023 municipal general election, as certified to the Board of Municipal Canvassers, attached as **Attachment "A"**, is ratified and adopted in all of its relevant particulars, based on the findings set out hereinabove, as is otherwise required by law.

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 4 - PRIOR RESOLUTIONS

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

SECTION 5 - SAVINGS CLAUSE

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

or unenforceable such reason shall render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this 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 5th day of December, 2023, and after publication or posting as required by law.

DATED this 5th day of December, 2023.

SOUTH OGDEN, a municipal corporation

by: _____

Russell L. Porter
Mayor

Attested and recorded

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Not available until Tuesday, December 5

Resolution No. 23-46

Resolution Of South Ogden City Council,
Acting As The Municipal Board Of Canvassers, Conducting And Approving The Canvass
And Elections Results For The November 2023 General Election; And, Providing For An
Effective Date.

05 Dec 23