



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

**TUESDAY, MAY 7, 2024, 5 PM**

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, May 7, 2024. 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 Pro-Tem Mike Howard

**II. REVIEW OF COUNCIL MEETING AGENDA**

**III. DISCUSSION ITEMS**

A. FY2025 Tentative Budget

B. Fleet Lease Agreement

**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 May 3, 2024. 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, MAY 7, 2024, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, May 7, 2024. 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.youtube.com/@southogdencity](http://www.youtube.com/@southogdencity) and [www.youtube.com/@southogdencity](http://www.youtube.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 Susan Stewart

#### II. PRESENTATIONS

- A. Margaret Rose, Executive Director of YCC Family Crisis Center
- B. Nate Allen, Executive Director of Utah Approves on Approval Voting

- 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 March 19, 2024 and April 2, 2024 Minutes Council Minutes
- B. Advice and Consent of the Appointment of Norbert Didier to the Planning Commission
- C. Set Date for Public Hearing (June 18, 2024 if no property tax increase is anticipated, or August 6, 2024 if the City goes through the Truth In Taxation process to increase property taxes) to Receive and Consider Comments on the FY2025 Budget

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

**VI. DISCUSSION / ACTION ITEMS**

- A. Consideration of **Resolution 24-09** – Approving Interlocal Agreement with Weber County for Use of RAMP Grant Funds
- B. Consideration of **Resolution 24-10** – Adopting the FY2025 Tentative Budget
- C. Consideration of **Resolution 24-11** – Ratifying an Agreement With Spohn Ranch for Construction of the 40<sup>th</sup> Street Skate Park
- D. Consideration of **Resolution 24-12** - Ratifying the Purchase of Five Fleet Vehicles and Approving the Purchase of Ten Fleet Vehicles
- E. Direction on Feasibility Study for South Weber County Fire District

**VII. DISCUSSION ITEMS**

- A. Moderate Income Housing

**VIII. REPORTS/DIRECTION TO CITY MANAGER**

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

**IX. ADJOURN**

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Leesa Kapetanov, City Recorder

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# STAFF REPORT



**SUBJECT:** Approval Voting  
**AUTHOR:** Leesa Kapetanov  
**DEPARTMENT:** Administration  
**DATE:** May 7, 2024

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## RECOMMENDATION

Staff has no recommendation at this time.

## BACKGROUND

I only recently heard about approval voting, so my knowledge about it is very little. I will be learning from the presentation just like you.

## ANALYSIS

The Weber County Elections Office, with whom we contract for election services, recently sent the following email:

”Hello Clerks and Recorders,

I’ve received a few requests about Approval Voting and wanted to pass along this information to everyone in case you needed it.

First off, Approval Voting is not currently a legal voting method in Utah. The legislature would have to pass a bill to make it legal, so this is all theoretical at this point.

Our position is that we are not encouraging cities to change voting methods – that decision is entirely left up to the cities. However, if a city wanted to change their voting method, we feel that Approval Voting is the best method currently available, because of its simplicity, auditability, transparency, and accuracy. We would be comfortable administering an Approval Voting election method.

Regarding our ability to implement Approval Voting, our software is already configured for it. I double-checked with our vendor to ensure I hadn't overlooked anything, and they confirmed that we should be good to go.

If anyone needs anything else, or has any other specific questions please don’t hesitate to reach out.



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

TUESDAY, MARCH 19, 2024

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 Susan Stewart, Mike Howard, Jeanette Smyth, Doug Stephens, and Jeremy Howe

STAFF MEMBERS PRESENT

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

OTHERS PRESENT

Ben Sehy, Ben Bailey

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/2024/CC240319\\_1500.mp3](https://cms7files.revize.com/southogden/document_center/Sound%20Files/2024/CC240319_1500.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 5:02 pm and entertained a motion to begin 00:00:00

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

II. REVIEW OF AGENDA

- Council Member Stewart asked about some items in the packet. Mayor Porter also related that Brock Thurgood would not be appointed to the Planning Commission. 00:00:19

36

37 **III. PRESENTATIONS/DISCUSSION**

38

A. Ben Sehy, Meeder Investments- Investment Diversification

39

00:01:06

40

- Mr. Sehy gave a visual presentation. See Attachment A.

41

- Discussion/Questions 00:13:06

42

43

44

B. Ben Bailey, Keddington and Christensen – Audit Overview/Q&A

45

00:37:31

46

47

- Comments by City Manager Matthew Dixon

48

00:41:11

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50

51 **IV. ADJOURN**

52

- At 5:45 pm, Mayor Porter called for a motion to adjourn the work session

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00:42:52

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55

**Council Member Smyth so moved, followed by a second from Council Member Howard. All present voted aye.**

56

## COUNCIL MEETING MINUTES

### COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Susan Stewart, Mike Howard, Jeanette Smyth, Doug Stephens, and Jeremy Howe

### 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

Ben Bailey, Brian & Marie Smith, Bruce & Joyce Hartman, Andee Jewell, Georgia Spencer, R.J. Spencer

**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/2024/CC240319\\_1558.mp3](https://cms7files.revize.com/southogden/document_center/Sound%20Files/2024/CC240319_1558.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 6:06 pm and entertained a motion to begin  
00:00:00

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

### B. Prayer/Moment of Silence

- The mayor led those present in a moment of silence

### C. Pledge Of Allegiance

- Council Member Stephens led everyone in the Pledge of Allegiance

## II. PRESENTATION

### A. Farrah Bowthorpe, Youth Chair of Bonneville Communities That Care

- Mayor Porter explained the students from BCTC were presenting to several cities that evening, and had not yet arrived. He would have them present when they arrived.

00:00:50

99 B. Ben Bailey, Keddington and Christensen – Audit Report  
100 00:01:05

101  
102

103 **III. PUBLIC COMMENT**

104 • Brian Smith – asked that the City consider allowing chickens  
105 00:03:14

106  
107

108 **IV. RESPONSE TO PUBLIC COMMENT**

109 • Mayor Porter explained they would look through minutes to determine when the council had last  
110 discussed allowing chickens and who was on the prevailing side  
111 00:08:44

112  
113

114 **V. CONSENT AGENDA**

115 A. Approval of February 9-10 Strategic Planning Meeting and February 20 Council Meeting  
116 Minutes

117 B. Advice and Consent of the Appointment of Brock Thurgood to the Planning Commission

118 C. Proclamation Declaring March as Red Cross Month in South Ogden City

119 • Mayor Porter explained the appointment to the Planning Commission would not take place.  
120 He also announced that public comments would be taken until 6:15 pm

121 00:09:07

122 • The mayor read some parts of the proclamation

123 00:09:50

124 • The mayor called for a motion to approve the consent agenda Items A and C

125 00:11:18

126

127 **Council Member Howard so moved. The motion was seconded by Council Member Stewart.**  
128 **The voice vote was unanimous in favor of the motion.**

129  
130  
131

132 **VI. DISCUSSION/ACTION ITEMS**

133 A. Consideration of Ordinance 24-02 – Amending South Ogden City Code 10-14-23 for ADU  
134 Setbacks

135 • Staff overview 00:12:00

136 • Discussion 00:13:56

137 • Mayor Porter called for a motion to approve Ordinance 24-02

138 00:14:28

139

140 Council Member Smyth so moved. Council Member Stewart seconded the motion. The  
141 mayor asked if there was further discussion, and seeing none, he made a roll call vote:

142  
143 Council Member Stewart- Yes  
144 Council Member Howard- Yes  
145 Council Member Smyth- Yes  
146 Council Member Stephens- Yes  
147 Council Member Howe- Yes  
148

149 Ordinance 24-02 was approved.

150  
151 B. Consideration of Resolution 24-02 – Approving an Agreement with WC3 for Plan Review  
152 Services

- 153 • Staff overview 00:14:47  
154 • Discussion/Questions 00:15:50  
155 • The mayor called for a motion to approve Resolution 24-02  
156 00:17:41  
157

158 Council Member Smyth so moved, followed by a second from Council Member Howard.  
159 After determining there was no further discussion, Mayor Porter called the vote:

160  
161 Council Member Howe - Yes  
162 Council Member Stephens - Yes  
163 Council Member Smyth- Yes  
164 Council Member Howard - Yes  
165 Council Member Stewart - Yes  
166

167 The agreement with WC3 was approved.

168  
169 C. Consideration of Resolution 24-03 - Approving the Annual Municipal Wastewater Planning  
170 Program Report

- 171 • Staff overview 00:18:00  
172 • Discussion/Questions 00:19:34  
173 • The mayor called for a motion to approve Resolution 24-03  
174 00:21:46  
175

176 Council Member Howe so moved. The motion was seconded by Council Member Smyth.  
177 There was no further discussion. Mayor Porter made a roll call vote:

178  
179 Council Member Smyth - Yes  
180 Council Member Howard - Yes  
181 Council Member Stewart - Yes  
182 Council Member Howe - Yes  
183 Council Member Stephens - Yes

184 **Resolution 24-03 was approved.**

185

- 186 • Mayor Porter asked staff if there had been any online public comments. He was told  
187 there had not. 00:22:04

188

189 **D. Consideration of Resolution 24-04 – Amending the South Ogden City Purchasing Policy**

- 190 • Staff overview 00:22:08
- 191 • Discussion/Questions 00:23:23
- 192 • The mayor called for a motion to approve Resolution 24-04  
193 00:27:22

194

195 **Council Member Smyth so moved. Council Member Howard seconded the motion. The**  
196 **mayor made a roll call vote:**

197 **Council Member Howard - Yes**  
198 **Council Member Stewart - Yes**  
199 **Council Member Stephens - Yes**  
200 **Council Member Howe - Yes**  
201 **Council Member Smyth - Yes**

202

203 **The vote was unanimous in favor of the motion.**

204

- 205 • At this point in the meeting, the group from Bonneville Communities That Care (BCTC)  
206 arrived. The mayor turned the time to Leann Povey, Director of Bonneville Communities That  
207 Care. 00:28:05
- 208 • Student leaders of BCTC spoke while giving a visual presentation. See Attachment B. The  
209 student leaders were Farrah Bowthorpe, Brooke Wardman, and Tim Christensen

210

211

212 **E. Consideration of Resolution 24-05 – Approving an Agreement with Styles Haury for South**  
213 **Ogden Days Entertainment**

- 214 • Staff overview 00:40:31
- 215 • Discussion/Questions 00:42:05
- 216 • Mayor Porter called for a motion to approve Resolution 24-05  
217 00:43:59

218

219 **Council Member Smyth so moved. The motion was seconded by Council Member**  
220 **Howard. The mayor called the vote:**

221

222 **Council Member Howe - Yes**  
223 **Council Member Smyth - Yes**  
224 **Council Member Stewart - Yes**  
225 **Council Member Howard - Yes**  
226 **Council Member Stephens - Yes**

227

228 **Resolution 24-05 was approved.**

229

230 F. Approval of Wording on Monument Two and Monument Four of Heritage Trail

- 231 • Staff overview 00:44:50
- 232 • Discussion/Questions 00:48:56
- 233 • During discussion, the council and staff pointed out several wordings or phrases on which
- 234 they would like the advisory committee to check
- 235
- 236
- 237

238 **VII. DISCUSSION ITEMS**

239 A. Feasibility of Formation of a Southern County Fire District for Jurisdictions of South Ogden,  
240 Washington Terrace, Riverdale, and Roy

- 241 • Staff overview 00:54:07
- 242 • Discussion 01:00:41
- 243 • The consensus of the Council was staff should move forward with gathering proposals for a
- 244 feasibility study 01:16:51
- 245

246 B. Moderate Income Housing (Strategic Plan 6.1)

- 247 • Staff overview 01:17:23
- 248 • Discussion 01:24:01
- 249 • A majority of the Council agreed staff should move forward with the house plan for 40<sup>th</sup> and
- 250 Evelyn to see how much it would cost to build
- 251
- 252
- 253

254 **VIII. REPORTS/DIRECTION TO CITY MANAGER**

255 A. City Council Members

- 256 • Council Member Howe- 01:30:05
- 257 ○ Council Member Howe brought up the subject of chickens during his report. Staff
- 258 provided information on the last time chickens had been discussed and what the correct
- 259 process was to put it on the agenda. It was determined that the matter should go to the
- 260 Planning Commission first since it was a land use issue. The Planning Commission
- 261 would then make a recommendation to the City Council and the Council would make the
- 262 final decision. At least three members of the Council were in favor of sending the matter
- 263 to the Planning Commission.

- 264 • Council Member Smyth - 01:34:51
- 265 • Council Member Stewart - 01:36:01
- 266 • Council Member Howard - 01:36:27
- 267 • Council Member Stephens- 01:37:12
- 268

269 B. City Manager- 01:39:01

270 C. Mayor- 01:40:05

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**VI. ADJOURN**

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

01:40:58

**Council Member Smyth so moved. Council Member Howard seconded the motion. Council Members Stewart, Howard, Smyth, Stephens, and Howe all 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, March 19, 2024.

  
Leesa Kapetanov, City Recorder

\_\_\_\_\_  
Date Approved by the City Council

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**ATTACHMENT A**

Presentation from Ben Sehy



PUBLIC FUNDS ADVISORY

# Customized Investment Portfolios

Prepared for South Ogden, UT

PRESENTED BY:  
BEN SEHY  
DIRECTOR, ADVISORY SERVICES

MARCH 19, 2024



## Firm Overview



**1974** Founded in 1974. SEC Registered Investment Advisor serving public entities since 1990.



More than 350 public entity clients.



Customized solutions for states, counties, cities, schools, townships, libraries, higher education, and special districts.

**\$48B**

Over \$48 billion in public funds assets under advisement (12/31/22).



Seasoned Fixed Income Team specializes in working with public entities.



Focus on management of operating and project funds.

## Firm Overview

We provide the following services to public entities



<b>Investment Policy Review</b>	The Investment Policy would be reviewed to ensure it is in line with state law.
<b>Cash Flow Analysis/Modeling</b>	Throughout the year we will help you monitor your cash flows to determine the proper amount to have invested compared to liquid in cash.
<b>Investment Strategy</b>	You will have access to our professional investment team that will strategically formulate a custom investment plan to meet your needs as well as the ever-changing interest rate environment.
<b>Execution of Trades</b>	We utilize our purchasing power and expansive broker network to ensure best price execution.
<b>Monthly Reporting and Review</b>	We provide consolidated reporting of your assets, including transactions summaries, monthly and quarterly reports, and custom reports for your board, council, or commissioners to keep everyone up to speed on changes in the portfolio and economy. Additionally, we will provide you with annual GASB reporting to aid you with your year-end processes.
<b>Compliance Monitoring</b>	We have a best-in-class compliance monitoring system. This allows us to build rules for your investment policy, state law, and any additional restrictions placed on the portfolio, allowing us to run both pre- and post-trade compliance monitoring.
<b>Credit Research</b>	Our in-house research team monitors corporate issuers in the marketplace, determining our approved issuer list and keeping you apprised of any changes.
<b>Banking and Custody</b>	In the event you would look to establish a new banking or custody relationship, we are here to provide assistance through the process.

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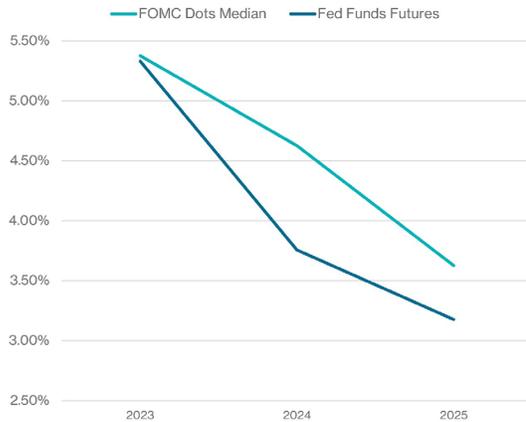


## Review and Recommendations

ANALYSIS SPECIFIC TO YOU

## Market Expectations

The Most Recent FOMC Meeting Saw A Dovish Pivot



- Chairman Jerome Powell took every opportunity at the December FOMC meeting to signal rate cuts in 2024
- Since the meeting, several FOMC members have stated they expect rate cuts in 2024

SOURCE: BLOOMBERG, FOMC

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FOR INFORMATIONAL PURPOSES ONLY. SEE IMPORTANT DISCLOSURES AT THE END OF THE PRESENTATION.

## Hypothetical Illustration

Value of a long-term plan



### Monthly Yield Comparison

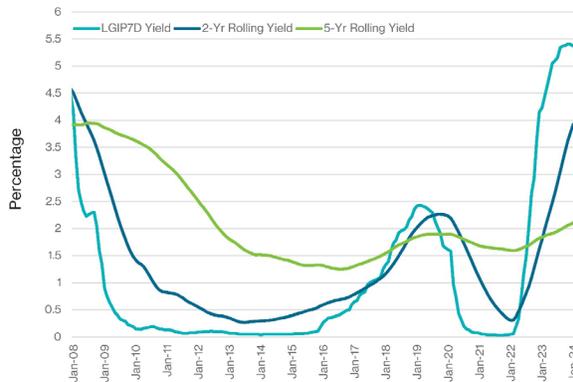


ILLUSTRATION IS HYPOTHETICAL IN NATURE, DOES NOT REFLECT ACTUAL INVESTMENT RESULTS, AND DOES NOT GUARANTEE FUTURE RETURNS. Charts illustrate the yield and related performance of three sample yield curves over time. Growth of \$50 million chart assumes reinvestment of monthly income. LGIP 7D Yield represents the S&P LGIP Index of rated LGIP programs that maintain a stable net asset value of \$1 per share. The 2 Yr and 5 Yr Rolling Yield figures represent the constant maturity yield on Treasury securities at the indicated maturity derived from the daily yield curve for non-inflation indexed Treasury securities

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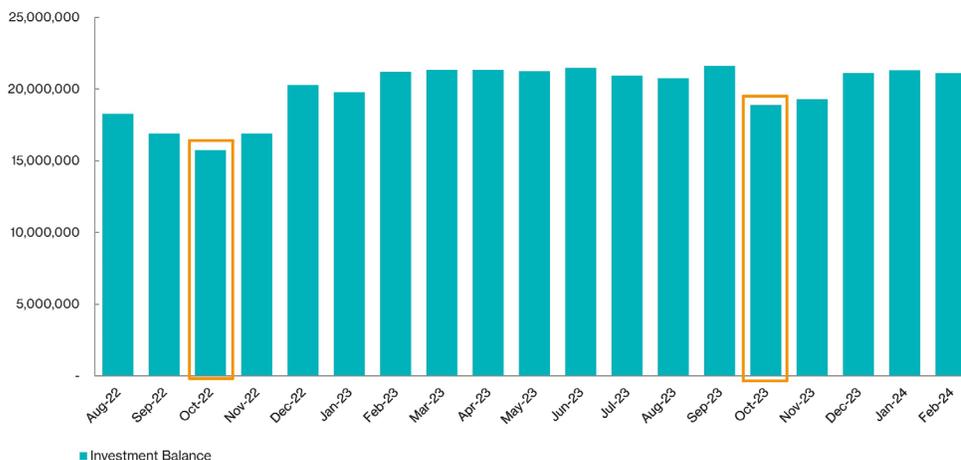
### Growth of \$50 million



The hypothetical chart does not project investment income from any investment or portfolio and is intended solely to illustrate that portfolios comprised of longer duration securities will produce more income over time than portfolios utilizing shorter durations over the selected period. Yield assumptions were developed with the benefit of hindsight and the securities purchased for such an account may generate more or less than the illustrated yield. Clients cannot invest directly in these indexes and the actual yield for any portfolio invested consistently with the illustration will vary from the hypothetical data shown here. Unmanaged Index returns do not reflect any advisory fees or expenses

1010-MPF-6/22/23

## SOUTH OGDEN MONTHLY CASH FLOW ANALYSIS



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## Hypothetical Portfolio Illustration

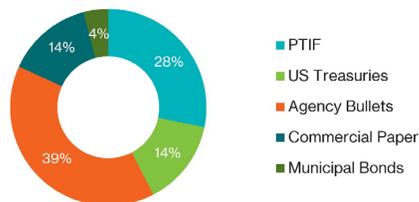


South Ogden City portfolio invested as of date 03/11/2024

### Sample Portfolio

Public Treasurer's Investment Fund	\$6,100,962
Securities	\$15,000,000
<b>Total Portfolio</b>	<b>\$21,100,962</b>

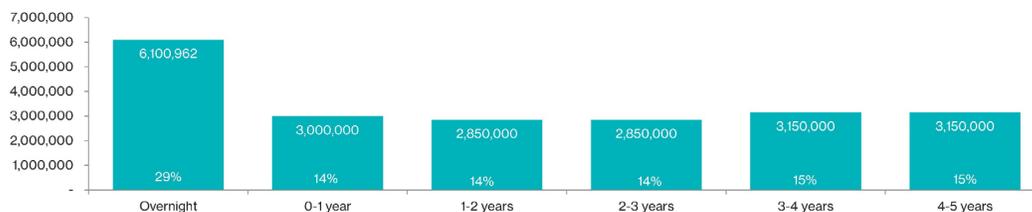
### Sample Asset Allocation



### Sample Portfolio

Weighted Average Maturity 1.84 years

### Sample Maturity Distribution



PORTFOLIO ILLUSTRATION IS HYPOTHETICAL IN NATURE, DOES NOT REFLECT ACTUAL INVESTMENT RESULTS, AND DOES NOT GUARANTEE FUTURE RETURNS.

THE PORTFOLIO ILLUSTRATION PROJECTS THE WEIGHTED AVERAGE YIELD OF A HYPOTHETICAL PORTFOLIO INVESTED ON THE DATE SHOWN AND ALLOCATED ACROSS THE INDICATED ASSET CLASSES AND MATURITIES. THE ILLUSTRATION UTILIZES APPROPRIATE INDEXES AND BENCHMARKS TO PROJECT THE AVERAGE WEIGHTED YIELD OF THE ILLUSTRATED PORTFOLIO. CLIENTS INVESTED CONSISTENTLY WITH THE PORTFOLIO MAY HAVE EXPERIENCED INVESTMENT RESULTS MATERIALLY DIFFERENT FROM THOSE PORTRAYED IN THE ILLUSTRATION. ACTUAL YIELD FOR ANY PORTFOLIO INVESTED IN ACCORDANCE WITH THE ILLUSTRATION WILL VARY FROM THE HYPOTHETICAL DATA SHOWN HERE. NET INCOME REPRESENTS GROSS PROJECTED INCOME REDUCED BY THE PROPOSED INVESTMENT ADVISORY FEE OF .10% ON \$0 - \$25,000,000, .08% ON \$25,000,000 - \$50,000,000, .06% ON \$50,000,000 - \$100,000,000 AND .04% OVER \$100,000,000. FEES ARE INCLUSIVE OF PREFERRED CUSTODIAN

## Disclosures



### PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS.

Opinions and forecasts regarding markets, securities, products, portfolios or holdings are given as of the date provided and are subject to change at any time. No offer to sell, solicitation, or recommendation of any security or investment product is intended. Certain information and data has been supplied by unaffiliated third-parties as indicated. Although Meeder believes the information is reliable, it cannot warrant the accuracy, timeliness or suitability of the information or materials offered by third-parties.

Net interest income is illustrated net of investment advisory fees proposed for the assets under management. Fees are illustrated at the rate of 0.10% for the first \$25,000,000 under management, 0.08% for sums of \$25,000,000 to \$50,000,000 under management, .06% for sums of \$50,000,000 - \$100,000,000 and .04% for sums over \$100,000,000. Investment advisory fees include custody fee credit.

Estimates and illustrations of expected yield for illustrated portfolios is hypothetical in nature, does not reflect actual investment results, and does not guarantee future returns. Hypothetical illustrations are offered to illustrate the yield expected from classes of securities and do not reflect actual securities available for investment. Estimates of current yield are generated from indexes and other information deemed by the adviser to provide a reliable estimate of the current yield available from investments in that asset class. Securities indices are unmanaged and investments cannot be made directly in an index. Yield assumptions were developed with the benefit of hindsight and the securities purchased for such an account may generate more or less than the illustrated yield.

Investment advisory services provided by Meeder Public Funds, Inc.

#### Meeder Public Funds

6125 Memorial Drive  
Dublin, OH 43017

901 Mopac Expressway  
South, Building 1, Suite  
300, Austin, Texas 78746

120 North Washington  
Square, Suite 300,  
Lansing, Michigan, 48933

111 West Ocean Blvd., 4th  
Floor Long Beach, CA  
90802

222 Main Street, 5th  
Floor, Salt Lake City, UT  
84101

10655 Park Run Drive,  
Suite 120, Las Vegas, NV  
89144

[meederpublicfunds.com](http://meederpublicfunds.com)  
866.633.3371

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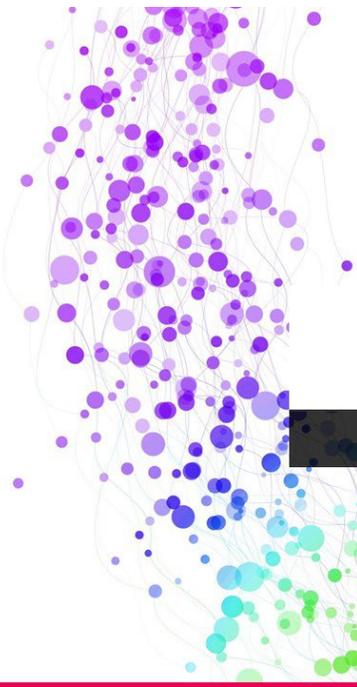
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**ATTACHMENT B**

Presentation by Bonneville Communities That Care



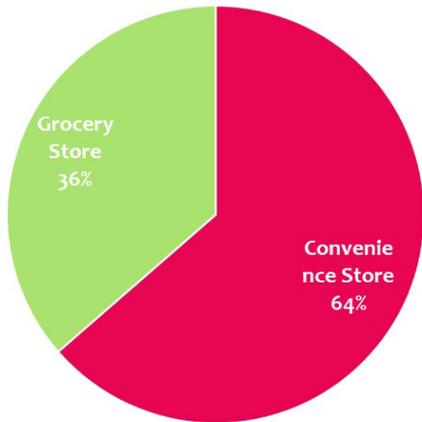
# Environmental Scan

Of the Bonneville Cone

**BONNEVILLE**  
COMMUNITIES THAT CARE

## Stores Visited

11 Stores were surveyed



Location	Percent	Stores
Convenience Store	63.6%	7
Grocery Store	36.4%	4

- Neighborhood Walmart (2)
- Walgreens (2)
- Macys
- Ogden Fast Shop
- Chevron
- 7-Eleven
- Sinclair
- Sam's Club
- Speedway

**BONNEVILLE**  
COMMUNITIES THAT CARE  
YOUTH WORKGROUP

2

## Availability

Every store was open 7 days a week

The average is open to the public for 16 hours

Stores	Hours Open
3	12
2	18
3	24/7
1	12 hours
1	13 hours
1	8

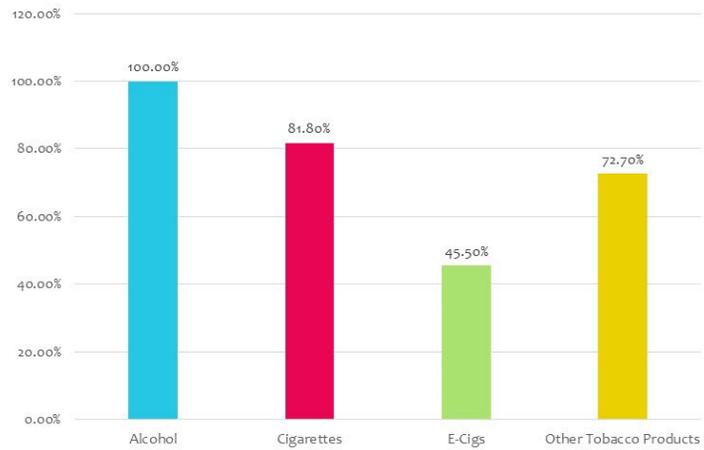
Add a footer

BONNEVILLE  
COMMUNITIES THAT CARE  
YOUTH WORKGROUP

3

## Items Sold

Item	Stores
Alcohol	11
Cigarettes	9
E-Cigs	5
Other Tobacco	8



Add a footer

BONNEVILLE  
COMMUNITIES THAT CARE  
YOUTH WORKGROUP

4

## All ELEVEN stores sold alcohol

o allowed consumption on the premises

Sample of products sold	Yes		No	
Oversized Serving (i.e. 40oz beer)	2	18.2%	9	81.8%
Caffeinated Alcoholic Drinks	10	90.9%	1	9.1%
Flavored Alcoholic Drinks	11	100%	0	%

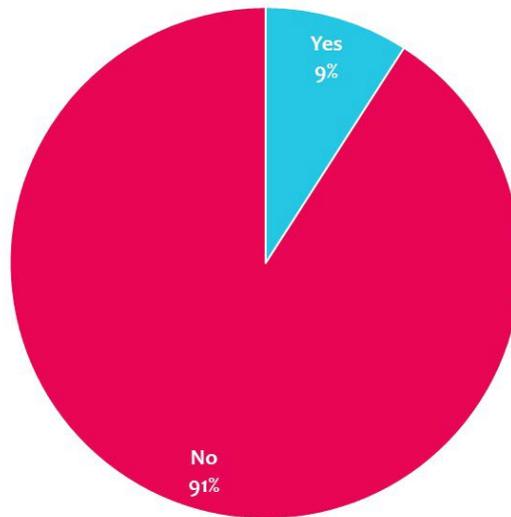
Add a footer

BONNEVILLE  
COMMUNITIES THAT CARE  
YOUTH WORKGROUP

5

## Extra Large Alcoholic Beverages

This data shows whether or not there was the selling of extra-large sizes of beer or other alcoholic beverages.



Add a footer

BONNEVILLE  
COMMUNITIES THAT CARE  
YOUTH WORKGROUP

6

## Underage Access

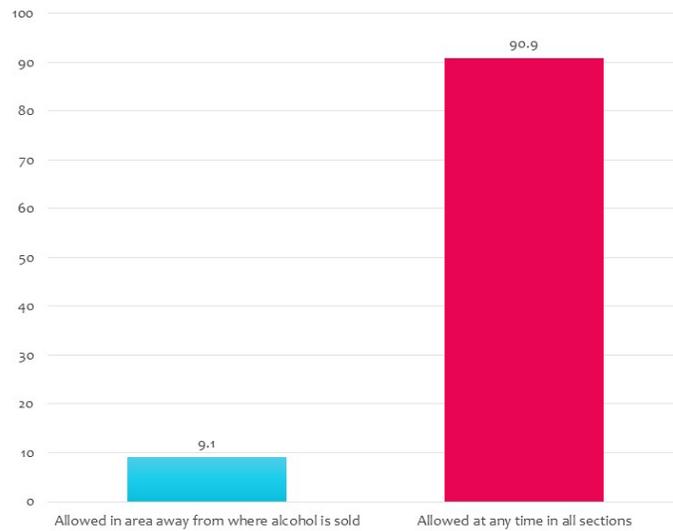
Shoulder tap is when a minor goes in to purchase alcohol under the direction of law enforcement to see if the store will follow protocol.

- No shoulder tap was seen in any of these stores

All of the business employees have received EASY training, which is related to selling alcohol.

Every store allows patrons under the age of 21 to enter this store.

- Only one store keeps those underage away from the alcohol section



Add a footer

BONNEVILLE  
COMMUNITIES THAT CARE  
YOUTH WORKGROUP

7

## ID Checks

Every store scanned had the checkout area as the place where ID checks took place

- We were unable to observe if shoppers were being checked during checkout

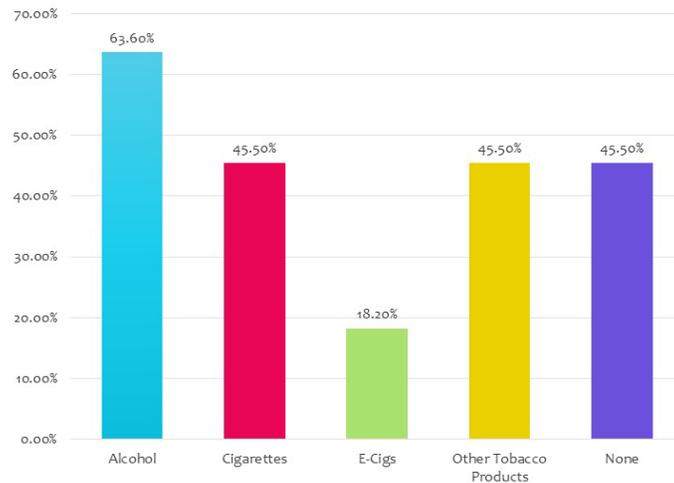
Add a footer

BONNEVILLE  
COMMUNITIES THAT CARE  
YOUTH WORKGROUP

8

## Discounts and Sales

There are frequently sales on these products to encourage the purchase of multiple items



Add a footer

BONNEVILLE  
COMMUNITIES THAT CARE  
YOUTH WORKGROUP

9

## Observations Pertaining to Alcohol

Some alcohol is cheaper than energy drinks and comes in larger amounts

Alcohol was right down the aisle from soda, diagonal from snacks and right next to/in front of kid's juices

The tobacco is behind a counter but clearly visible from the snacks and juices

Everything looks to be on sale, the sign that says 21+ is very colorful and welcoming and it's right next to the water

There are a lot of exciting alcohol signs and some warnings for alcohol and other substances

There are sales happening

The second you visit their website it tells you they have great beer deals and lots of advertisements for alcohol

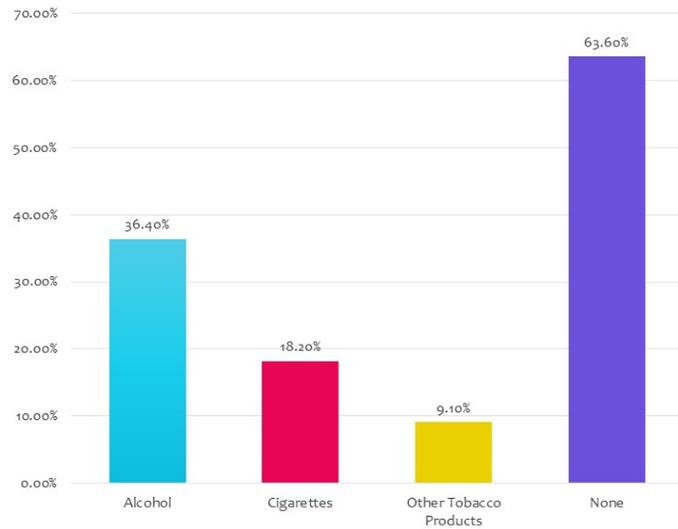
Add a footer

BONNEVILLE  
COMMUNITIES THAT CARE  
YOUTH WORKGROUP

10

## Outside Advertising

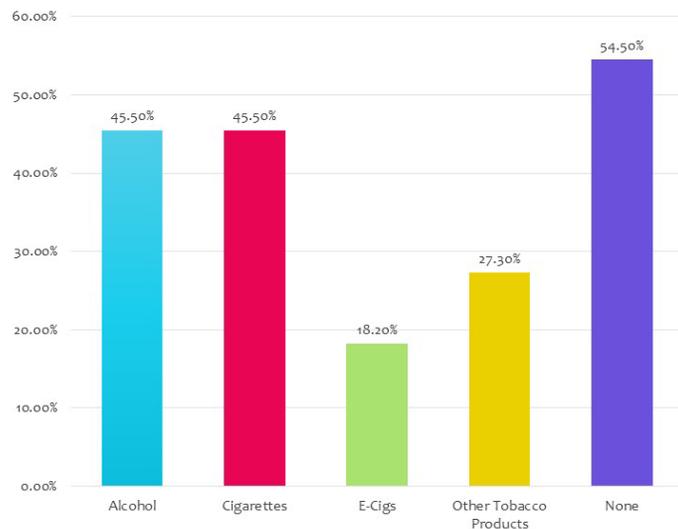
- Alcohol: 4
- Cigarettes: 2
- Other Tobacco Products: 1
- None: 7



Add a footer

## Inside Advertising

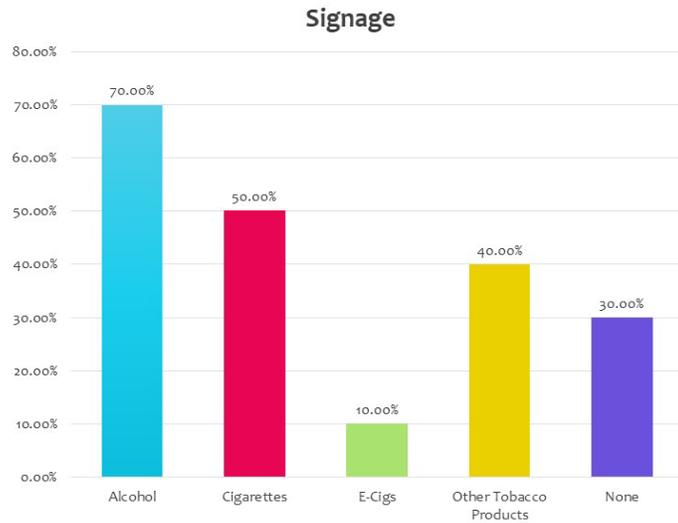
- Alcohol: 5
- Cigarettes: 5
- E-Cigs: 2
- Other Tobacco Products: 3
- None: 6



Add a footer

## “No Sales to Minor”

- Alcohol: 7
- Cigarettes: 5
- E-Cigs: 1
- Other Tobacco Products: 4
- None: 3



Add a footer

## Conclusion

Overall, the feedback from our scans was positive.

Employees informed us that they had undergone EASY training, and we observed proper signage regarding ID checks and prohibiting sales to minors.

Tobacco products were appropriately secured behind counters, requiring assistance from someone over 21.

While alcohol placement varied, most stores ensured it was segregated from non-alcoholic beverages, although a few had them together.

Nevertheless, prominent signage reiterated the prohibition on minors purchasing alcohol.

Add a footer

415  
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MINUTES OF THE SOUTH OGDEN CITY COUNCIL WORK SESSION AND CITY COUNCIL MEETING

TUESDAY, APRIL 2, 2024
WORK SESSION - 5 PM IN EOC ROOM
COUNCIL MEETING - 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Mike Howard, Council Members Susan Stewart, Jeanette Smyth, Doug Stephens, and Jeremy Howe

COUNCIL MEMBERS EXCUSED

Mayor Russell Porter

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Finance Director Steve Liebersbach, Parks and Public Works Director Jon Andersen, Deputy Fire Chief Brandon Storey, and Communications and Events Specialist Jamie Healy

OTHERS PRESENT

No one else was present

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/2024/CC240402\_1701.mp3

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

I. CALL TO ORDER

- Mayor Pro Tem Howard called the work session to order at 5:01 pm and entertained a motion to begin

00:00:00

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

36 **II. REVIEW OF AGENDA**

- 37 • Council Member Stewart pointed out some errors in the minutes.

38 00:00:40

- 39
- 40 • Discussion on the words ‘chickens’ and ‘fowl’ in the minutes and in upcoming public hearings

41 00:05:52

42  
43

44 **III. DISCUSSION ITEMS**

45 **A. 40<sup>th</sup> & Evelyn House**

- 46 • City Manager Dixon updated the council on the plans for the house

47 00:09:53

- 48 • Staff was instructed to provide more information for costs for the house

49 00:26:33

50

51 **B. Strategic Plan**

52 00:27:07

53  
54

55 **IV. ADJOURN**

- 56 • At 5:45 pm, Mayor Pro Tem Howard called for a motion to adjourn the work session

57 00:43:49

58

59 **Council Member Stephens so moved, followed by a second from Council Member Smyth. All**  
60 **present voted aye.**

## COUNCIL MEETING MINUTES

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### COUNCIL MEMBERS PRESENT

Mayor Pro Tem Mike Howard, Council Members Susan Stewart, Jeanette Smyth, Doug Stephens, and Jeremy Howe

### COUNCIL MEMBERS EXCUSED

Mayor Russell Porter

### STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Finance Director Steve Liebersbach, Parks and Public Works Director Jon Andersen, and Communications and Events Specialist Jamie Healy

### MEMBERS OF THE PUBLIC PRESENT

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/2024/CC240402\\_1758.mp3](https://cms7files.revize.com/southogden/document_center/Sound%20Files/2024/CC240402_1758.mp3)

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

## I. OPENING CEREMONY

### A. Call To Order

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

00:00:00

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

### B. Prayer/Moment of Silence

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

### C. Pledge Of Allegiance

- Council Member Howe led everyone in the Pledge of Allegiance

103 **II. PUBLIC COMMENT**

- 104 • Leonard Nicholas- was concerned about a neighbor who was parking his work vehicles on the  
105 street 00:01:53
- 106 • Joyce Hartman- reported the flag above the old Super Sonic Car Wash was tattered and needed  
107 to be replaced 00:07:50

111 **III. RESPONSE TO PUBLIC COMMENT**

- 112 • City Manager Dixon responded to some of the public comments  
113 00:10:19
- 114 • The mayor pro tem asked and was told no online public comments had been made  
115 00:20:50

118 **IV. CONSENT AGENDA**

- 119 **A. Approval of March 19, 2024 Minutes**
- 120 **B. Proclamation Declaring April 25, 2024 as Arbor Day in South Ogden City**
  - 121 • Mayor Pro Tem Howard explained they would table the approval of the minutes until the next  
122 meeting. He then called for a motion to approve Item B.  
123 00:21:00

124  
125 **Council Member Smyth so moved. The motion was seconded by Council Member Stephens.**  
126 **The voice vote was unanimous in favor of the motion.**

130 **V. PUBLIC HEARING**

131 **To Receive and Consider Comments on Proposed Amendments to the FY2024 Budget**

- 132
- 133 • The mayor pro tem announced they would move into a public hearing for proposed amendments  
134 to the FY2024 Budget. They would leave online public comments for the hearing open until 6:30  
135 pm. He then called for a motion to open the public hearing.  
136 00:21:40

137  
138 **Council Member Howe moved to enter into a public hearing. The motion was seconded by**  
139 **Council Member Smyth. All present voted aye.**

- 140
- 141 • No one in chambers came forward to comment
- 142 • Mayor Pro Tem Howard called for a motion to close the public hearing but leave online comments  
143 open until 6:30 pm 00:23:01

144

145 Council Member Howe so moved. Council Member Smyth seconded the motion. The  
146 voice vote was unanimous in favor of the motion.  
147  
148

149 **VI. DISCUSSION/ACTION ITEMS**

150 A. Consideration of Resolution 24-06 - Approving an Agreement with Marriott Construction for  
151 the Construction of Ben Lomond/Sunset Waterline

- 152 • Staff overview 00:23:20
- 153 • Discussion 00:24:43
- 154 • Mayor Pro Tem Howard called for a motion to approve Resolution 24-06  
155 00:26:04

156  
157 Council Member Smyth so moved. Council Member Howe seconded the motion. The  
158 mayor pro tem called the vote:

159		
160	Council Member Stewart-	Yes
161	Council Member Smyth -	Yes
162	Council Member Stephens -	Yes
163	Council Member Howe -	Yes
164		

165 Resolution 24-06 was approved.  
166

167 B. Consideration of Resolution 24-07 – Approving an Agreement With Total Compensation  
168 Systems for Actuary Services

- 169 • Staff overview 00:26:46
- 170 • There was no discussion on this item
- 171 • The mayor pro tem called for a motion to approve Resolution 24-07  
172 00:28:57

173  
174 Council Member Stephens so moved, followed by a second from Council Member Smyth.  
175 Mayor Pro Tem Howard made a roll call vote:

176		
177	Council Member Stewart -	Yes
178	Council Member Smyth -	Yes
179	Council Member Stephens -	Yes
180	Council Member Howe -	Yes
181		

182  
183 The agreement with Total Compensation Systems was approved.  
184  
185

186 C. Consideration of Resolution 24-08 – Approving Amendments to the FY2024 Budget

- 187 • Staff reported no online comments for the budget public hearing had been submitted  
188 00:29:44

- 189 • Staff overview 00:29:58
- 190 • Discussion/Questions 00:36:48
- 191 • Mayor Pro Tem Howard called for a motion to approve Resolution 24-08
- 192 00:38:53

193  
194 **Council Member Howe moved to adopt Resolution 24-08. The motion was seconded by**  
195 **Council Member Smyth. The mayor pro tem made a roll call vote:**

196  
197 **Council Member Stewart - Yes**  
198 **Council Member Smyth - Yes**  
199 **Council Member Stephens - Yes**  
200 **Council Member Howe - Yes**

201  
202 **Resolution 24-08 passed.**  
203  
204  
205  
206

207 **VII. REPORTS/DIRECTION TO CITY MANAGER**

208 **A. City Council Members**

- 209 • Council Member Stewart- 00:39:26
- 210 • Council Member Smyth - 00:39:51
- 211 • Council Member Stephens - 00:40:40
- 212 • Council Member Howe - 00:42:30

213  
214 **B. City Manager- 00:44:35**

215 **C. Mayor Pro Tem- 00:52:42**  
216  
217

218 **VI. ADJOURN**

- 219 • At 6:55 pm, Mayor Pro Tem Howard called for a motion to adjourn.

220 00:54:55  
221  
222

223 **Council Member Smyth so moved. Council Member Howe seconded the motion. Council**  
224 **Members Stewart, Howard, Smyth, Stephens, and Howe all voted aye.**  
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Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session and Council Meeting held Tuesday, April 2, 2024.

  
Leesa Kapetanov, City Recorder

\_\_\_\_\_  
Date Approved by the City Council

# NORBERT DIDIER

SOUTH OGDEN, UT, UT 84405 | 678-858-0473 | ndda1028@gmail.com

## SUMMARY

My wife and I moved to South Ogden by choice in 2012. We plan to stay.

I have lived in 6 different states and have during the course of my work traveled extensively all over the country and all over the world.

I have observed cities that were very well planned and others that had no apparent planning at all.

I am concerned with protecting what is special about our community.

## SKILLS

- Teamwork and Collaboration
- Documentation skills
- Decision-Making
- Problem-Solving
- Professionalism
- Attention to Detail

## EXPERIENCE

### 08/1987 to 11/2022 **Captain A350 International Operations**

**Delta Air Lines, Inc** — Los Angeles, CA

- Supervised the safe and efficient operation of an A350 aircraft with 14 crew members and 306 passengers in operations world wide.
- Retired at age 65 as mandated by federal law.

### 06/1980 to 08/1987 **Officer/Pilot**

**United States Air Force** — Scott AFB, IL

- Chief of C-21 aircraft pilot training program
- Scheduling Officer
- Safety Officer
- Plans Officer
- Squadron Chief of Standardization and Evaluation

## EDUCATION AND TRAINING

10/1981

**USAF Pilot**

**USAF Undergraduate Pilot Training** — Vance AFB, Oklahoma

09/1980

**Officer Commission USAF**

**USAF Officer Training School** — Lackland AFB, Texas

12/1979

**Bachelor of Science:** Marketing/Business

**Bradley University** — Peoria, Illinois

**Resolution No. 24-09**

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, The RAMP committee has determined that South Ogden City will receive RAMP funds in the amount of \$16,000 for the South Ogden Days Festival, and \$193,000 for the Fields at Burch Creek Park; and,

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

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

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

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

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

The foregoing Recitals are fully incorporated herein.

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

**SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:**

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

**SECTION 3 - PRIOR RESOLUTIONS:**

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

**SECTION 4 - SAVINGS CLAUSE:**

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

**SECTION 5- DATE OF EFFECT:**

This Resolution shall be effective on the 7<sup>th</sup> day of May 2024, 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 7<sup>th</sup> day of May, 2024.**

**SOUTH OGDEN CITY**

---

Russell Porter  
Mayor

**ATTEST:**

---

Leesa Kapetanov, MMC  
City Recorder

# **ATTACHMENT "A"**

## **RESOLUTION NO. 24-09**

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

07 May 24

**Exhibit "1"**

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

THIS AGREEMENT is entered into and made effective the 5<sup>th</sup> day of March, 2024, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and SOUTH OGDEN CITY, a non-profit organization, located at 3950 Adams Ave., South Ogden, UT 84403 hereinafter referred to as "RECIPIENT."

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

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

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

**SECTION ONE  
RAMP FUND REQUIREMENTS**

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

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

"Cultural organization:"

(i) means:

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

(I) natural history;

(II) art;

(III) music;

(IV) theater;

(V) dance; or

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

(B) an administrative unit; and

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

(B) municipal or county cultural council having as its primary purpose the advancement and preservation of:

- (I) history;
- (II) natural history;
- (III) art;
- (IV) music;
- (V) theater; or
- (VI) dance.

- B. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701, et. seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- C. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, bad debt expense, or items not identified in the RAMP funding application.
- D. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2025. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2025, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Advisory Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Advisory Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.
- E. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to: all playbills, brochures, advertisements, flyers, banners and newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.

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

## **SECTION TWO USE OF FUNDS**

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

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

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

**SECTION THREE  
CONSIDERATION**

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

South Ogden Days Festival for Local Arts & Entertainment ..... \$15,000

**SECTION FOUR  
EFFECTIVE DATE**

**4.1** This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2025 or within sixty (60) days of the project completion, whichever occurs earlier.

**SECTION FIVE  
AUDIT**

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

**SECTION SIX  
MAINTENANCE AND AVAILABILITY OF RECORDS**

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

**SECTION SEVEN  
ASSIGNMENT OR TRANSFER OF FUNDS**

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

**SECTION EIGHT  
INDEPENDENT AGENCY**

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

**SECTION NINE**

## **INDEMNIFICATION**

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

## **SECTION TEN INSURANCE**

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

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

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

## **SECTION ELEVEN MISCELLANEOUS**

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Bolos voted     \_\_\_\_\_  
Commissioner Harvey voted    \_\_\_\_\_  
Commissioner Froerer voted    \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

RECIPIENT

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF UTAH            )  
                                      :ss  
COUNTY OF WEBER        )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_  
\_\_\_\_\_ who being by me duly sworn did say that she/he is  
the \_\_\_\_\_ of \_\_\_\_\_, and that said  
instrument was signed in behalf of said corporation by authority of its bylaws, and  
said person acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**Exhibit "2"**

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

THIS AGREEMENT is entered into and made effective the 5th day of March, 2024, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and SOUTH OGDEN CITY located at 3950 Adams Ave, South Ogden City, UT, 84403, hereinafter referred to as "RECIPIENT."

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

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

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

**SECTION ONE  
RAMP FUND REQUIREMENTS**

- 1.1 A. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701, et seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- B. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, bad debt expense, or items not identified in the RAMP funding application.
- C. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2025. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2025, RECIPIENT shall request an extension in writing to the Chair of the

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

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

**SECTION TWO  
USE OF FUNDS**

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

**SECTION THREE  
CONSIDERATION**

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

The Fields at Burch Creek Park .....\$193,000

**SECTION FOUR  
EFFECTIVE DATE**

- 4.1 This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2025 or within sixty (60) days of the project completion, whichever occurs earlier.

**SECTION FIVE  
AUDIT**

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

**SECTION SIX  
MAINTENANCE AND AVAILABILITY OF RECORDS**

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

**SECTION SEVEN  
ASSIGNMENT OR TRANSFER OF FUNDS**

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

**SECTION EIGHT  
INDEPENDENT AGENCY**

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

**SECTION NINE  
INDEMNIFICATION**

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

## **SECTION TEN INSURANCE**

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

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

**SECTION ELEVEN  
MISCELLANEOUS**

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Bolos voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

RECIPIENT

By \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH            )  
                                      :ss  
COUNTY OF WEBER        )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_  
\_\_\_\_\_ who being by me duly sworn did say that she/he is  
the \_\_\_\_\_ of the \_\_\_\_\_, and that said  
instrument was signed in behalf of said corporation by authority of its bylaws, and  
said person acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

# STAFF REPORT



**SUBJECT:** FY 2025 Tentative Budget  
**AUTHOR:** Steve Liebersbach  
**DEPARTMENT:** Finance  
**DATE:** 5/07/2024

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## RECOMMENDATION

Staff recommends City Council to adopt Resolution 24-10- Adopting the FY2025 Tentative Budget

## BACKGROUND

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

## ANALYSIS

As the governing body this is the first official step on your behalf in the process of compiling and eventually approving the FY 2025 Budget for the City. Finance has been working to prepare the numbers. The numbers in the Tentative Budget are preliminary and will change as the process unfolds. Some numbers will probably change substantially as more information and data is gathered in regards to the economic status and potential future impacts.

## SIGNIFICANT IMPACTS

At this point there are no significant impacts.

## ATTACHMENTS

FY 2025 Budget Timeline  
FY2025 Public Works Projects  
Budget Notes



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**Overview & timeline for the FY 2025 Budget Process:**

May 7 <sup>th</sup>	Council accepts FY 2025 Tentative Budget
May 21 <sup>st</sup>	Budget work session
June 4 <sup>th</sup>	Budget work session

**IF THERE IS NO TRUTH-IN-TAXATION - - ie, NO PROPERTY TAX INCREASE**

June 18 <sup>th</sup>	Council adopts FY 2025 South Ogden City Final Budget
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**IF THERE IS TRUTH-IN-TAXATION - - ie, PROPERTY TAX INCREASE IS PROPOSED**

June 18 <sup>th</sup>	Council adopts FY 2025 Acting Budget – based on the presumption the City will go through Truth-In-Taxation
July 2 <sup>nd</sup>	Budget work session
July 16 <sup>th</sup>	Budget work session <ul style="list-style-type: none"><li>• Public hearing on utility fund transfers (utility franchise fees)</li><li>• Public hearing for City not charging itself for utilities</li><li>• Public hearing on Fraud Risk Assessment</li><li>• Public hearing on SB 91 Local Government Officers Compensation</li></ul>
August 6 <sup>th</sup>	Public hearing on FY 2025 Final Budget – Truth-in-Taxation
August 20 <sup>th</sup>	Council adopts FY 2025 South Ogden City Final Budget (w/Truth-in-Taxation)
August 27 <sup>th</sup>	Special meeting if necessary to further discuss budget implementation

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

## Projects 2025 Tentative Budget & Carry-Over- May 2024

### Project Name:

### Budget Amount

Parks Cameras (Glasmann, Friendship, Nature Park)	\$41,352.00 – old bids
City Hall Upgrades (Carpet, Painting, Landscaping, & 81 Concrete)	\$196,000.00 – old bids
Ramp Money	\$17,541.00
Heritage Park Trail	\$177,716.00
40 <sup>th</sup> Skate Park	??????.??
Burch Creek Fields	\$323,000.00
Parks Signage & Way finding signs	\$65,000.00 ??

### Streets/Roads:

2024 roads	\$3,000,000.00
Various roads, edge-mill & overlay, Chip Seal, Crack sealing	
2025 Roads	\$1,700,000.00
Various roads, edge-mill & overlay, Chip Seal, Crack sealing	
Chimes rebuild (Federal funds)	\$5,200,000.00 ??

### Water:

Ben Lomond & Sunset	\$625,000.00
Chimes (Riverdale East to 345 Chimes)	\$900,000.00
Porter (42 <sup>nd</sup> to 44 <sup>th</sup> , Adams to Jefferson)	\$601,000.00
44 <sup>th</sup> to 46 <sup>th</sup> & PRV	\$591,560.00
40 <sup>th</sup> (Riverdale Road to Washington Blvd)	\$900,000.00
Radio Antennas for Water Meters	\$115,000.00

**Sewer:**

1300 E Manhole	\$25,200.00
40 <sup>th</sup> & Burch Creek Lining	\$246,731.00
700 E relocation	\$461,700.00

**Storm:**

Burch Creek Re-line	\$90,000.00
42 <sup>nd</sup> Adams to 40 <sup>th</sup>	\$903,200.00
42 <sup>nd</sup> Liberty to Adams	\$779,100.00
Ben Lomond Research (Chambers to 875 E.)	\$100,000.00

# FY 2025 Budget Notes 5/07/2024

## TENTATIVE BUDGET HIGHLIGHTS:

- In-house planner estimated cost = \$120,548
  - Wages = \$79,820 – approx. \$37.32/hr
  - Benefits = \$40,728
  - \$12,000 training/transition costs
- FY 2023 actual pymts to Landmark Design = \$93,255
  - Difference = \$27,293
  - Does not account for freed up time for Leesa.....
- Over-time line-items added:
  - Administration = \$5,000
  - Court = \$2,500
- All operational expenses have been cut 3%
  - Not wages & benefits
  - Not capital
- Wages based on City's salary guidelines & philosophy
  - Increased wages approximately \$386,000
- Benefit calculations
  - Medical 5% increase for 6 months
  - Dental 6% increase for 6 months
  - URS decreases:
    - Tier I & Tier II non-public safety down 1%
    - Tier I & Tier II police down ½ %
    - Tier I fire down 2%
    - Tier II fire no changes
- Property tax increase if voted to do so:
  - 3% - generates \$168,396
  - New growth estimated at \$37,000
- Items currently budgeted in FY 2024 but haven't been started so being carried over:
  - 10-51-280 = City Building Upgrades - \$196,000
    - Carpet - \$22,500
    - Painting - \$21,000
    - Landscaping - \$92,000
    - Station #81 concrete - \$60,500
  - 10-49-750 = Non-Departmental Capital Outlay
    - \$41,352 = cameras for Friendship, Glasmann & Nature Park

- New fire truck – 10-57-750 = \$1,924,453 (ARPA funding)
- Skate Park – 40-40-475 = \$1,500,000 (\$111,059 ARPA funding)
  - Spohn contract = \$1,394,254
  - Other expenses = \$105,746 -- engineering & construction mgmt.
    - ARPA funding - \$111,059 = remaining after fire truck
    - RAMP - \$650,000
    - Outdoor Recreation - \$200,000
    - General Fund - \$538,941
- Water projects: = \$3,732,560 – 51-40-980
  - Ben Lomond & Sunset - \$625,000
  - Chimes (Riverdale East to 345 Chimes - \$900,000
  - Porter (42<sup>nd</sup> to 44<sup>th</sup>, Adams to Jefferson - \$601,000
  - 44<sup>th</sup> to 46<sup>th</sup> & PRV - \$591,560
  - 40<sup>th</sup> (Riverdale Road to Washington Blvd) - \$900,000
  - Radio Antennas for water meters - \$115,000
- Sewer projects = \$733,631 – 52-40-980
  - 1300 E Manhole - \$25,200
  - 40<sup>th</sup> & Burch Creek lining - \$246,731
  - 700 E relocation - \$41,700
- Storm Drain projects = \$1,872,300 – 53-40-980
  - Burch Creek reline - \$90,000
  - 42<sup>nd</sup> Adams to 40<sup>th</sup> - \$903,200
  - 42<sup>nd</sup> Liberty to Adams - \$779,100
  - Ben Lomond research (Chambers to 875 E) - \$100,000

**Resolution No. 24-10**

**A RESOLUTION OF THE CITY COUNCIL OF SOUTH OGDEN CITY,  
UTAH, ESTABLISHING AND ADOPTING A TENTATIVE BUDGET  
FOR FY 2024-2025; PROVIDING THAT THE SAME SHALL BE  
AVAILABLE FOR PUBLIC REVIEW AND COMMENT; SETTING A  
PUBLIC HEARING FOR THAT BUDGET; AND PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS**, the City of 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, the governing body of the city may exercise all administrative powers by resolution; and,

**WHEREAS**, the City Council finds that in conformance with UC §10-6-111, the governing body of the City must adopt a tentative budget "on or before the first regularly scheduled meeting of the governing body in the last May of the current period"; and,

**WHEREAS**, the City Council finds that in conformance with UC §10-6-111, the budget officer has prepared, as required, a tentative budget of the ensuing fiscal year (2024-2025) for each fund for which a budget is required, and set forth in tabular form the information and material required to be provided to the City Council;

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

- The tentative budget for FY 2024-2025 of the city of South Ogden is adopted and is attached hereto as **Attachment "A"**, and as has been provided to the public; and,
- A public hearing on the budget shall be held on the 18<sup>th</sup> day of June, 2024 if no property tax increase is anticipated, and on August 6, 2024 if the City goes through the Truth In Taxation process to increase property taxes. The public hearing will take place at the offices of South Ogden City, at 6:00 pm or as soon as the agenda permits

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

**SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:**

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

**SECTION 3 - PRIOR RESOLUTIONS:**

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

**SECTION 4 - SAVINGS CLAUSE:**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed 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 7<sup>th</sup> day of May, 2024, 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 7<sup>th</sup> day of May, 2024.**

**SOUTH OGDEN CITY**

\_\_\_\_\_  
Russell L. Porter  
Mayor

**ATTEST:**

\_\_\_\_\_  
Leesa Kapetanov, MMC  
City Recorder

## **ATTACHMENT "A"**

### **Resolution No. 24-10**

A Resolution Of The City Council Of South Ogden City, Utah, Establishing And Adopting A Tentative Budget For FY 2024-2025; Providing That The Same Shall Be Available For Public Review And Comment; Setting A Public Hearing For That Budget; And Providing For An Effective Date

07 May 24

*South Ogden City*

*FY 2025*

*Tentative Budget*

*May 07, 2024*

Resolution – 24-10

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>GENERAL FUND</b>					
<b>TAX REVENUE</b>					
10-31-100	Property Tax Collections CY	4,183,551	4,379,859	947,819	4,548,255
10-31-105	Prop 1 Tax Increment	444,360	455,073	69,320	453,356
10-31-200	Property Tax - Delinquent	57,553	44,801	14,903	57,280
10-31-250	Motor Vehicle & Personal Prop.	219,163	219,951	58,777	208,992
10-31-300	General Sales and Use Taxes	5,546,310	5,846,029	899,160	5,582,412
10-31-400	Utility Franchise Fee	384,201	197,055	34,365	197,055
10-31-500	Franchise Tax	240,996	242,625	53,064	216,979
10-31-550	Municipal Energy Use Tax	1,113,787	1,020,093	247,150	1,135,533
Total TAX REVENUE:		12,189,922	12,405,486	2,324,558	12,399,862
<b>LICENSES &amp; PERMITS</b>					
10-32-100	Business Licenses	146,077	110,385	39,557	140,346
10-32-200	Building Permits	240,903	171,080	92,867	171,080
10-32-300	Animal Licenses	7,929	10,334	783	7,753
10-32-325	Micro-Chipping Fees	5,270	100	280	450
10-32-350	Animal Adoptions	26,450	26,123	8,630	30,013
10-32-375	Animal Shelter Fees	605	653	2,930	5,144
Total LICENSES & PERMITS:		427,233	318,675	145,047	354,786
<b>INTERGOVERNMENTAL REVENUE</b>					
10-33-150	State Liquor Fund Allotment	23,859	23,860	5,400	25,988
10-33-200	ARPA - American Rescue Plan	.00	.00	.00	2,035,512
10-33-600	State/Local Grants	698,508	488,423	8,993	867,716
10-33-610	Federal FEMA Awards	55,737	.00	.00	.00
10-33-900	Class "C" Road Fund Allotment	747,926	751,075	163,648	803,663
10-33-925	Resource Officer Contract	46,875	50,250	.00	71,400
Total INTERGOVERNMENTAL REVENUE:		1,572,905	1,313,608	178,040	3,804,279
<b>RECREATION &amp; PLANNING FEES</b>					
10-34-200	Baseball Revenue	13,893	16,315	20	16,315
10-34-250	Soccer	6,320	7,400	3,310	7,400
10-34-300	Spike/Kickball Fees	360	315	550	315
10-34-350	Basketball Fees	19,413	22,945	9,399	22,945
10-34-352	Comp Youth Basketball	98,800	95,000	.00	95,000
10-34-354	Comp Adult Basketball	12,620	13,500	3,970	13,500
10-34-375	Flag Football	3,235	4,360	3,900	4,360
10-34-450	Volleyball Registration	5,615	4,537	2,335	4,537
10-34-500	Football	15,821	18,900	5,328	18,900
10-34-505	Football Apparel	960	3,100	3,385	3,100
10-34-550	Tennis / Pickleball	.00	280	.00	280
10-34-700	Plan Check Fee	124,206	34,400	58,003	34,400
10-34-725	Engineering Review Fees	8,239	15,947	1,124	15,947
10-34-726	Zoning/Subdivision Fees	4,490	2,400	1,020	2,400
10-34-750	Street Cut Fee	5,592	4,400	1,260	4,400
10-34-850	Bowery Rental	3,100	1,800	575	1,800
10-34-875	Sex Offender Registration Fee	550	500	350	500
10-34-900	Public Safety Reports	21,235	14,100	5,465	14,100
Total RECREATION & PLANNING FEES:		343,728	260,199	99,993	260,199

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
<b>FINES &amp; FORFEITURES</b>					
10-35-200	Fines- Regular	397,836	416,960	109,782	415,855
10-35-300	Alarm Fines/Permits	5,000	3,750	1,350	3,750
Total FINES & FORFEITURES:		402,836	420,710	111,132	419,605
<b>MISCELLANEOUS REVENUE</b>					
10-36-100	Interest	424,726	358,630	138,855	355,208
10-36-105	Cash Over/Short	45-	.00	1	.00
10-36-200	Sub 4 Santa	.00	.00	2,384	.00
10-36-400	Sales of Fixed Assets	56,948	.00	.00	.00
10-36-500	75th Anniversary Sales	40	.00	.00	.00
10-36-601	Donations to South Ogden City	14,728	.00	1,941	.00
10-36-700	Contractual Agreement Reven	172,408	160,283	71,368	164,722
10-36-900	Misc. Revenue	190,213	67,803	7,064	25,000
Total MISCELLANEOUS REVENUE:		859,017	586,716	221,613	544,930
<b>CHARGE FOR SERVICE &amp; TRANSFERS</b>					
10-39-242	Transfer in from Sewer Fund	11,595	12,059	12,059	12,059
10-39-244	Transfer in from Storm Drain	16,748	17,418	17,418	17,418
10-39-250	Transfer in from Water Fund	60,551	62,974	62,974	62,974
10-39-300	Transfer In From CPF	.00	.00	.00	2,086,723
10-39-350	Charge for Service - CDRA	16,926	22,375	5,595	22,375
10-39-400	Charge for Service - Water Fnd	270,256	359,912	89,976	359,912
10-39-410	Charge for Service - Sewer Fnd	261,388	244,764	61,191	244,764
10-39-420	Charge for Svc - Storm Drn Fnd	202,251	119,630	29,907	119,630
10-39-430	Charge for Service - Grbge Fnd	109,902	88,409	22,101	88,409
10-39-440	Charge for Service - Amb Fnd	70,742	74,761	18,690	74,761
10-39-700	Appropriated Fund Bal-Class C	.00	50,000	.00	48,500
10-39-800	Appropriated Fund Balance	.00	77,733	.00	.00
Total CHARGE FOR SERVICE & TRANSFERS:		1,020,359	1,130,035	319,911	3,137,525
Total Revenue:		16,816,000	16,435,429	3,400,294	20,921,186
<b>COUNCIL</b>					
10-41-110	Salaries and Wages	71,877	77,519	19,679	79,845
10-41-130	Employee Benefits	8,673	9,254	2,925	9,347
10-41-210	Books, Subscrip. & Memberships	12,483	12,484	13,682	12,109
10-41-230	Travel & Training	6,839	6,890	990	6,683
10-41-240	Supplies	214	530	.00	514
10-41-700	Small Equipment	755	796	.00	772
Total COUNCIL:		100,841	107,473	37,276	109,270
<b>LEGAL DEPARTMENT</b>					
10-42-110	Salaries and Wages	15,425	37,052	6,410	39,163
10-42-130	Employee Benefits	1,217	2,835	507	2,996
10-42-230	Travel & Training	1,234	1,530	520	1,484
10-42-240	Supplies	.00	530	.00	514
10-42-310	Outside Legal Counsel	83,969	107,880	7,301	104,644
10-42-320	Prosecutorial Fees	30,000	30,000	5,000	29,100
Total LEGAL DEPARTMENT:		131,845	179,827	19,738	177,901

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
<b>Court Department</b>					
10-43-110	Salaries & Wages	204,276	235,456	56,372	250,374
10-43-112	Overtime	.00	.00	.00	2,500
10-43-130	Employee Benefits	66,848	81,974	22,036	77,399
10-43-210	Books, Subscriptions, & Mbrshp	216	530	86	514
10-43-230	Travel & Training	1,374	1,590	259	1,542
10-43-240	Office Supplies	7,212	3,152	.00	3,057
10-43-275	State Surcharge	100,150	108,368	29,633	105,117
10-43-280	Telephone	275	319	100	309
10-43-300	Public Defender Fees	13,000	15,898	2,000	15,421
10-43-305	Wasatch Constable Contract	14,931	22,556	1,088	21,879
10-43-310	Professional & Technical	1,854	3,710	575	3,599
10-43-329	Computer Repairs	.00	265	.00	257
10-43-330	Witness Fees	.00	1,100	.00	1,067
10-43-700	Small Equipment	188	319	.00	309
10-43-750	Capital Outlay	7,126	.00	.00	.00
Total Court Department:		417,449	475,237	112,150	483,344
<b>ADMINISTRATION</b>					
10-44-110	Salaries and Wages	699,210	811,448	201,139	851,791
10-44-112	Overtime	.00	.00	.00	5,000
10-44-130	Employee Benefits	258,372	309,409	91,864	301,667
10-44-210	Books, Subscriptions & Member	3,793	4,239	2,073	4,112
10-44-230	Travel & Training	15,768	19,608	4,232	19,020
10-44-240	Office Supplies & Miscell	4,193	6,890	301	6,683
10-44-247	Car Allowance	6,237	6,804	2,268	6,600
10-44-248	Vehicle Maintenance	246	530	35	514
10-44-280	Telephone	4,706	5,279	1,600	5,121
10-44-300	Gas	150	796	.00	772
10-44-310	Professional & Technical	15,992	23,500	555	22,795
10-44-329	Computer Repairs	.00	265	.00	257
10-44-600	Service Charges	53,473	59,514	15,425	57,729
10-44-650	Lease Payments	.00	3,200	.00	3,104
10-44-700	Small Equipment	879	2,610	.00	2,532
10-44-750	Capital Outlay	3,769	8,764	8,764	.00
Total ADMINISTRATION:		1,066,488	1,262,856	328,256	1,287,697
<b>NON-DEPARTMENTAL</b>					
10-49-130	Retirement Benefits	62,192	86,306	25,441	66,906
10-49-220	Public Notices	2,309	3,000	934	2,910
10-49-250	Unemployment	5,728	2,120	.00	2,056
10-49-255	Ogden Weber Chamber Fees	3,000	3,180	.00	3,085
10-49-260	Workers Compensation	84,721	98,221	28,454	95,274
10-49-290	City Postage	10,000	50,000	5,787	48,500
10-49-291	Newsletter Printing	8,112	8,585	1,421	8,327
10-49-310	Auditors	13,250	16,373	4,700	15,882
10-49-320	Professional & Technical	67,941	104,036	21,499	100,915
10-49-321	I/T Supplies	114	3,180	214	3,085
10-49-322	Computer Contracts	76,891	74,612	45,665	72,374
10-49-323	City-wide Telephone	9,741	9,720	2,484	9,428
10-49-324	City-wide Internet	6,677	6,741	1,709	6,539
10-49-329	Server Repairs	.00	17,900	.00	17,363
10-49-400	Unreserved	.00	76,376	.00	77,600
10-49-430	Sales Tax Admin Fee	36,409	37,567	2,728	36,440

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-49-450	Homeless Shelter State Fee	43,138	45,469	3,789	66,585
10-49-500	City Safety/Wellness Program	3,689	6,500	804	6,305
10-49-510	Insurance	186,077	196,075	49,351	206,075
10-49-515	City Donations	4,100	72,455	.00	4,100
10-49-520	Employee Assistance Plan	4,080	4,080	1,020	3,958
10-49-596	Holiday Dinner	5,525	5,830	.00	5,655
10-49-597	Employee Recognition Prog	7,568	8,500	224	8,245
10-49-598	OFFH	4,022	6,516	.00	6,321
10-49-599	Easter Egg Hunt	2,750	3,180	.00	3,085
10-49-600	Community Programs	7,014	6,407	1,857	6,215
10-49-601	Community Brand	2,000	.00	.00	.00
10-49-605	Continuing Education	4,180	7,000	705	6,790
10-49-610	Government Immunity	2,975	6,000	.00	5,820
10-49-700	Small Equipment	.00	2,120	.00	2,056
10-49-750	Capital Outlay	62,424	41,352	.00	41,352
Total NON-DEPARTMENTAL:		726,626	1,009,401	198,786	939,246
<b>ELECTIONS</b>					
10-50-240	Supplies	.00	19,276	.00	.00
Total ELECTIONS:		.00	19,276	.00	.00
<b>BUILDING AND GROUNDS</b>					
10-51-263	Fire Station #82 Utilities	9,884	8,479	1,343	8,225
10-51-264	Station #82 Maintenance	7,422	5,470	6,778	2,056
10-51-265	Cleaning Contract	18,555	22,350	3,445	21,680
10-51-266	Elevator Maintenance	7,087	12,454	1,803	12,080
10-51-270	New City Hall Maintenance	99,632	88,796	5,632	86,132
10-51-275	New City Hall Utilities	114,345	122,235	55,295	118,568
10-51-280	City Building Upgrades	.00	196,000	.00	196,000
10-51-750	Capital Outlay	61,743	98,607	26,535	60,081
Total BUILDING AND GROUNDS:		318,668	554,391	100,830	504,822
<b>PLANNING &amp; ZONING</b>					
10-52-120	Commission Allowance	4,775	6,300	.00	6,111
10-52-210	Books, Subscrip, Memberships	15	265	.00	257
10-52-230	Travel & Training	89	530	.00	514
10-52-310	Professional & Technical Servi	118,997	79,490	19,652	132,548
10-52-330	General Plan Revision	41,463	4,200	.00	4,074
Total PLANNING & ZONING:		165,338	90,785	19,652	143,504
<b>POLICE SERVICES</b>					
10-55-110	Full time wages - Police	2,098,366	2,304,708	583,067	2,380,519
10-55-111	Part time wages - Police	26,182	31,111	7,980	33,101
10-55-112	Overtime wages - Police	53,074	46,765	18,669	48,168
10-55-115	Animal Control Wages	56,408	61,999	16,762	77,588
10-55-116	Crossing Guards	12,865	29,031	2,876	29,895
10-55-130	Benefits - Police	1,209,228	1,305,744	376,924	1,316,251
10-55-131	WTC - A/C Contract	79,563	73,081	24,840	60,726
10-55-132	Liquor Funds Expenditures	22,586	23,860	23,860	25,988
10-55-150	Death Benefit Ins. - Police	311	400	78	388
10-55-151	Mental Health Services	7,838	26,853	1,245	18,287
10-55-210	Mbrshps, Bks & Sub - Police	7,135	7,253	6,931	7,035

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-55-230	Travel & Training - Police	15,726	15,519	8,554	18,933
10-55-240	Office Supplies - Police	3,959	6,359	1,185	6,168
10-55-245	Clothing Contract - Police	10,756	13,050	4,147	12,659
10-55-246	Special Dept Supplies - Police	9,471	12,100	2,553	11,737
10-55-247	Animal Control Costs	61,325	60,938	8,764	59,110
10-55-248	Vehicle Maintenance - Police	42,006	42,137	5,898	19,533
10-55-250	Equipment Maintenance - Police	.00	2,120	.00	2,056
10-55-280	Telephone/Internet - Police	23,060	23,847	5,273	23,132
10-55-300	Gas	85,374	90,506	35	87,791
10-55-310	Professional & Tech - Police	22,225	29,862	14,479	28,966
10-55-323	MDT/Radio Repairs	2,135	869	137	3,171
10-55-329	Computer Repairs - Police	20	1,484	641	1,439
10-55-350	Crime Scene Investigations	37,935	43,560	43,560	42,253
10-55-400	Weber/Morgan Strike Force	17,488	18,172	17,541	17,627
10-55-450	K-9	396	2,120	.00	2,056
10-55-470	Community Education/Programs	199	600	.00	582
10-55-649	Lease Interest/Taxes	6,099	.00	987	.00
10-55-650	Lease Payments - Police	225,005	83,940	78,231	67,056
10-55-700	Small Equipment - Police	26,766	165,951	404	8,473
10-55-750	Capital Outlay - Police	72,773	57,700	.00	.00
Total POLICE SERVICES:		4,236,274	4,581,639	1,254,812	4,410,688

**FIRE PROTECTION**

10-57-110	Salaries & Wages	1,418,793	1,657,393	404,521	1,723,506
10-57-111	Part Time Wages	167,783	219,403	63,043	205,254
10-57-112	Overtime	232,567	138,369	86,954	113,639
10-57-130	Employee Benefits	665,734	747,816	231,296	727,718
10-57-210	Memberships, Books & Subscrip	2,846	3,210	2,294	2,842
10-57-230	Travel & Training	13,361	13,639	5,420	13,230
10-57-240	Office Supplies & Expense	1,590	1,620	219	2,056
10-57-245	Clothing Contract	36,150	24,377	2,248	23,646
10-57-246	Special Department Supplies	11,966	15,148	3,000	16,706
10-57-250	Vehicle Maintenance	76,826	40,000	23,234	38,800
10-57-255	Other Equipment Maintenance	8,123	8,356	3,146	9,959
10-57-280	Telephone/Internet	11,147	9,845	2,385	9,550
10-57-300	Gas	30,801	30,930	.00	30,002
10-57-310	Professional & Technical	11,650	12,934	4,626	12,546
10-57-330	Fire Prevention/ Community Edu	3,126	2,001	287	1,542
10-57-400	Emergency Management Planning	5,314	2,259	468	2,191
10-57-649	Lease Interest/Taxes	12,935	7,695	.00	7,464
10-57-650	Lease Payments	53,980	141,590	10,500	137,342
10-57-690	PPE - Personal Protection Equip	.00	29,795	4,234	25,220
10-57-700	Small Equipment	10,479	88,732	3,757	4,850
10-57-750	Capital Outlay	105,706	60,626	.00	1,924,453
Total FIRE PROTECTION:		2,880,875	3,255,738	851,631	5,032,516

**INSPECTION SERVICES**

10-58-110	Salaries and Wages	93,894	102,996	25,561	108,462
10-58-130	Employee Benefits	45,865	49,564	15,448	49,306
10-58-210	Books, Subscrip. & Memberships	2,073	689	.00	668
10-58-230	Travel & Training	1,963	2,270	.00	2,202
10-58-240	SUPPLIES	317	530	.00	514
10-58-245	Clothing Allowance	588	319	.00	309
10-58-248	Vehicle Maintenance	50	530	.00	514

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-58-280	CELLULAR PHONE	550	600	200	582
10-58-300	Gas	1,408	2,202	.00	2,136
10-58-315	PROFESSIONAL & TECHNICAL	27,082	24,006	2,700	23,286
10-58-649	Lease Interest/Taxes	59	.00	.00	.00
10-58-650	Lease Payments	6,507	6,000	3,500	.00
10-58-750	CAPITAL OUTLAY	2,086	.00	.00	.00
<b>Total INSPECTION SERVICES:</b>		<b>182,443</b>	<b>189,706</b>	<b>47,409</b>	<b>187,979</b>

**STREETS**

10-60-110	Salaries and Wages	266,252	309,599	76,745	326,229
10-60-112	Overtime	1,956	6,195	1,558	6,381
10-60-130	Employee Benefits	98,860	124,855	39,373	125,373
10-60-210	Books, Subscrip. Memberships	1,296	1,590	86	1,542
10-60-230	Travel & Training	2,087	5,000	521	4,850
10-60-240	Office Supplies & Expense	901	1,060	.00	1,028
10-60-245	Clothing/Uniform/Equip. Allow.	1,721	3,000	240	2,910
10-60-248	Vehicle Maintenance	27,560	26,497	7,959	25,702
10-60-260	Building & Grounds Maintenance	5,962	10,599	202	10,281
10-60-270	Utilities	47,752	46,000	5,996	44,620
10-60-280	Telephone	2,923	4,190	384	4,064
10-60-300	Gas	31,404	23,028	.00	22,337
10-60-310	Professional	16,931	16,624	4,855	16,125
10-60-325	GIS - Service & Equipment	.00	6,000	.00	5,820
10-60-329	Computer Repairs	.00	530	.00	514
10-60-400	Class C Maintenance	161,289	100,000	8,616	97,000
10-60-480	Special Department Supplies	14,646	23,317	4,173	22,617
10-60-600	Siemens Streetlight Lease	11,844	.00	.00	.00
10-60-649	Lease Interest/Taxes	17,185	.00	4,660	.00
10-60-650	Lease Payments	494,326	20,000	93,805	.00
10-60-700	Small Equipment	1,646	7,419	.00	7,196
10-60-725	Sidewalk Replacements	7,916	50,000	1,841	48,500
10-60-730	Street Light Maintenance	9,390	26,784	5,016	25,980
10-60-750	Capital Outlay	127,721	7,600	.00	.00
<b>Total STREETS:</b>		<b>1,351,567</b>	<b>819,887</b>	<b>256,030</b>	<b>799,069</b>

**PARKS**

10-70-110	Salaries and Wages	320,465	376,541	91,165	397,226
10-70-112	Overtime	7,306	6,145	3,223	6,330
10-70-120	Temporary - Parks	8,164	7,884	3,743	8,121
10-70-130	Employee Benefits	189,893	217,062	68,937	215,103
10-70-210	Books, Subscriptions & Mbrshps	770	1,272	15	1,234
10-70-230	Travel & Training	3,940	6,100	.00	5,917
10-70-240	Special Dept. Supplies - Parks	40,804	49,000	4,816	47,530
10-70-244	Office Supplies Expense	20	1,060	.00	1,028
10-70-245	Clothing/Uniform/Equip. Allow.	3,364	5,500	.00	5,335
10-70-248	Vehicle Maintenance	12,006	12,718	7,813	12,336
10-70-260	Building Maintenance	2,669	14,000	313	13,580
10-70-270	Utilities	71,473	67,226	56,758	65,209
10-70-275	Off Leash Dog Area	1,138	2,300	.00	2,231
10-70-280	Telephone/Internet	5,894	8,759	1,659	8,496
10-70-300	Gas	15,423	17,118	.00	16,604
10-70-310	Professional & Technical	17,617	11,659	1,910	11,309
10-70-320	Urban Forestry Commssion	189	250	.00	243
10-70-450	RAMP Grant Projects	.00	17,541	.00	17,716

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-70-550	Burch Creek Park Constr	1,020	.00	.00	.00
10-70-551	Club Heights lights (AT&T)	193,287	.00	.00	.00
10-70-552	Constrctn Mgmt - Club Heights	1,381	.00	.00	.00
10-70-553	Club Heights Park Constr	138,307	.00	.00	.00
10-70-600	Secondary Water Fees	31,819	33,648	.00	32,639
10-70-649	Lease Interest/Taxes	6,837	.00	.00	.00
10-70-650	Lease Payments	183,024	7,000	6,120	.00
10-70-700	Small Equipment	2,006	28,299	.00	27,450
10-70-750	Capital Outlay- Parks	107,055	177,716	118,136	197,055
<b>Total PARKS:</b>		<b>1,365,872</b>	<b>1,068,798</b>	<b>364,606</b>	<b>1,092,692</b>
<b>RECREATION</b>					
10-71-110	Salaries & Wages	106,645	132,350	29,226	140,943
10-71-125	Temporary - Recreation	88,960	38,236	10,599	39,383
10-71-130	Employee Benefits	48,746	49,544	15,438	49,609
10-71-210	Books, Subscriptions & Mbrshps	475	1,100	5,100	1,067
10-71-225	Concession Expenses	.00	.00	509	.00
10-71-230	Travel & Training	2,070	2,120	.00	2,056
10-71-240	Office Supplies Expense	299	1,272	.00	1,234
10-71-241	Comp League Expenses	18,663	7,308	375	7,089
10-71-242	Special Dept. Supplies	2,769	9,539	9,995	9,253
10-71-248	Vehicle Maintenance	30	1,060	.00	1,028
10-71-250	Gym Facility Utilities/Opertns	10,897	6,783	.00	6,580
10-71-280	Telephone/Internet	1,086	2,000	172	1,940
10-71-300	Gas	470-	1,060	.00	1,028
10-71-310	Professional & Technical	8,299	9,539	2,837	9,253
10-71-329	Computer Repairs	.00	530	.00	514
10-71-350	Officials Fees	26,334	30,160	4,490	29,255
10-71-649	Lease Interest/Taxes	529	.00	426	.00
10-71-650	Lease Payments	7,034	.00	7,137	.00
10-71-700	Small Equipment	349	2,650	.00	2,571
<b>Total RECREATION:</b>		<b>322,715</b>	<b>295,251</b>	<b>86,303</b>	<b>302,803</b>
<b>TRANSFERS</b>					
10-80-080	Unreserved - Fund Balance	.00	131,255	.00	1,399,451
10-80-160	Reserve for Fund Balance	.00	176,054	.00	466,478
10-80-170	Transfer Prop 1 to CPF	444,360	455,073	113,766	453,356
10-80-190	Trans Utility F/F to CPF	192,100	.00	17,182	.00
10-80-230	Trans to Capital Improv Fund	.00	.00	.00	1,500,000
10-80-235	Trans to CPF - Class 'C'	592,423	651,075	162,769	706,663
10-80-250	Transfer to Debt Service Fund	1,047,707	1,050,707	262,685	861,707
10-80-275	Trnfr to South Ogden Days Fund	68,000	50,000	18,000	50,000
10-80-330	Transfer CDRA Sales Tax	11,026	11,000	691	12,000
<b>Total TRANSFERS:</b>		<b>2,355,616</b>	<b>2,525,164</b>	<b>575,093</b>	<b>5,449,655</b>
<b>Total Expenditure:</b>		<b>15,622,616</b>	<b>16,435,429</b>	<b>4,252,571</b>	<b>20,921,186</b>
<b>GENERAL FUND Revenue Total:</b>		<b>16,816,000</b>	<b>16,435,429</b>	<b>3,400,294</b>	<b>20,921,186</b>
<b>GENERAL FUND Expenditure Total:</b>		<b>15,622,616</b>	<b>16,435,429</b>	<b>4,252,571</b>	<b>20,921,186</b>
<b>Net Total GENERAL FUND:</b>		<b>1,193,384</b>	<b>.00</b>	<b>852,277-</b>	<b>.00</b>

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>South Ogden Days Fund</b>					
<b>Revenue</b>					
12-30-200	Sponsor Donations	27,750	.00	.00	.00
12-30-225	Vendor Booth Rentals	2,350	.00	.00	.00
12-30-260	Pickleball Registration Fees	910	.00	.00	.00
12-30-325	Miscellaneous Sales & Fees	15	.00	15	.00
12-30-400	Transfer in from General Fund	68,000	50,000	18,000	50,000
Total Revenue:		99,025	50,000	18,015	50,000
Total Revenue:		99,025	50,000	18,015	50,000
<b>Expenditures</b>					
12-40-112	S/O Days Overtime	14,449	.00	.00	.00
12-40-300	Entertainment	13,721	.00	.00	.00
12-40-325	Fireworks	10,000	.00	.00	.00
12-40-350	Printing & Banners	1,785	.00	.00	.00
12-40-375	Equipment Rentals	31,250	.00	.00	.00
12-40-400	T-shirt Printing	2,498	.00	.00	.00
12-40-410	Awards	1,715	.00	.00	.00
12-40-475	Miscellaneous Expenses	9,433	50,000	24	50,000
Total Expenditures:		84,851	50,000	24	50,000
Total Expenditure:		84,851	50,000	24	50,000
South Ogden Days Fund Revenue Total:		99,025	50,000	18,015	50,000
South Ogden Days Fund Expenditure Total:		84,851	50,000	24	50,000
Net Total South Ogden Days Fund:		14,174	.00	17,991	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>DEBT SERVICE FUND</b>					
<b>REVENUE</b>					
31-30-100	Transfer in - Park Impact Fees	850,000	350,000	.00	.00
31-30-300	Transfer From General Fund	1,047,707	1,050,707	262,685	861,707
31-30-455	Interest Earned - Trustee Acct	1,959	250	23	250
31-30-800	Appropriated Fund Balance	.00	1,250	.00	1,250
Total REVENUE:		1,899,666	1,402,207	262,708	863,207
Total Revenue:		1,899,666	1,402,207	262,708	863,207
<b>EXPENDITURES</b>					
31-40-100	Administrative & Professional	1,500	1,500	.00	1,500
31-40-150	Bond Payment - Principal	740,000	780,000	.00	630,000
31-40-200	Interest on Bond	307,706	270,707	.00	231,707
31-40-980	Retained Earnings	.00	350,000	.00	.00
Total EXPENDITURES:		1,049,206	1,402,207	.00	863,207
Total Expenditure:		1,049,206	1,402,207	.00	863,207
DEBT SERVICE FUND Revenue Total:		1,899,666	1,402,207	262,708	863,207
DEBT SERVICE FUND Expenditure Total:		1,049,206	1,402,207	.00	863,207
Net Total DEBT SERVICE FUND:		850,460	.00	262,708	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>CAPITAL IMPROVEMENTS</b>					
<b>REVENUE</b>					
40-30-100	WACOG/CDBG Grants	229,940	487,816	100,798	.00
40-30-110	Traffic Impact Fees	153,157	47,000	53,199	12,000
40-30-120	Park Impact Fees	219,200	400,000	.00	24,000
40-30-200	Interest	101,155	17,000	44,807	40,000
40-30-205	Interest Earned - Traffic I/F	5,269	3,000	3,817	1,000
40-30-210	Interest Earned - Park I/Fees	6,413	4,000	564	2,000
40-30-300	Transfer In G/F - Prop 1	444,360	455,073	113,766	453,356
40-30-400	Transfer In From General Fund	.00	.00	.00	1,500,000
40-30-450	Trans From G/F- Class 'C' Rev	592,423	651,075	162,769	706,663
40-30-500	Transfer in Util F/F - G/F	192,100	.00	17,182	.00
40-30-600	Transfer in RIF	602,821	569,360	51,163	602,821
40-30-798	Appropriate Parks I/F F/B	.00	350,000	.00	.00
40-30-800	Appropriate Fund Balance	.00	30,250	.00	2,086,723
40-30-805	Appropriate F/B - Class 'c'	.00	2,120,500	.00	.00
Total REVENUE:		2,546,839	5,135,074	548,064	5,428,563
Total Revenue:		2,546,839	5,135,074	548,064	5,428,563
<b>EXPENDITURES</b>					
40-40-121	FY 2024 Road Projects	.00	3,701,228	17,698	.00
40-40-122	40th St & Chimes View Dr.	347,924	599,596	100,798	.00
40-40-124	FY 2023 Road/Sidewalk Projects	1,328,599	.00	.00	.00
40-40-127	FY 2025 Road Projects	.00	.00	.00	1,802,840
40-40-475	Skatepark Seed Money	6,552	30,250	.00	1,500,000
40-40-480	Transfer to General Fund	.00	.00	.00	2,086,723
40-40-500	Transfer to DSF - Park Imp/Fee	850,000	350,000	.00	.00
40-40-550	Park Impact Fee Projects	.00	404,000	.00	26,000
40-40-700	Traffic Impact Fee Projects	.00	50,000	.00	13,000
Total EXPENDITURES:		2,533,076	5,135,074	118,496	5,428,563
Total Expenditure:		2,533,076	5,135,074	118,496	5,428,563
CAPITAL IMPROVEMENTS Revenue Total:		2,546,839	5,135,074	548,064	5,428,563
CAPITAL IMPROVEMENTS Expenditure Total:		2,533,076	5,135,074	118,496	5,428,563
Net Total CAPITAL IMPROVEMENTS:		13,764	.00	429,568	.00

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
<b>WATER FUND</b>					
<b>REVENUE</b>					
51-30-100	Interest	101,845	32,000	31,313	15,000
51-30-105	Interest Earned I/Fees	6,319	2,500	2,715	1,000
51-30-150	Hydrant Rentals	700	800	.00	700
51-30-200	Water Sales	1,948,461	1,988,848	609,023	1,988,848
51-30-210	Connection Fees Water	13,385	4,500	475	2,000
51-30-220	Water Impact Fees	39,828	42,000	113,983	10,000
51-30-225	Late Fees	25,215	22,500	6,750	22,500
51-30-850	Sale of Fixed Assets	10,395	.00	.00	.00
51-30-860	Transfer In - City Center CRA	.00	166,064	.00	.00
51-30-875	Transfer in from Storm Drain	.00	8,521	.00	8,521
51-30-890	Appropriation of Fund Balance	.00	2,933,515	.00	3,394,843
51-30-925	Misc. Revenue	935	82,915	3,901	87,074
Total REVENUE:		2,147,083	5,284,163	768,160	5,530,486
Total Revenue:		2,147,083	5,284,163	768,160	5,530,486
<b>EXPENDITURES</b>					
51-40-110	Salaries and Wages	261,236	278,538	70,051	291,524
51-40-112	Overtime	20,002	14,748	2,018	15,191
51-40-130	Employee Benefits	117,912	141,526	41,881	143,319
51-40-140	Franchise Fee	112,637	59,666	11,605	59,666
51-40-210	Books, Subscript. & Membership	5,234	9,180	8,379	8,905
51-40-230	Travel & Training	4,495	10,479	211	10,165
51-40-240	Office Supplies	1,475	2,650	.00	571
51-40-245	Clothing/Uniform/Equip. Allow.	2,805	5,088	.00	4,936
51-40-248	Vehicle Maintenance	10,092	10,599	1,255	10,282
51-40-280	Telephone	6,669	6,259	677	6,072
51-40-290	Building Maintenance	1,188	7,950	.00	7,712
51-40-300	Gas	13,493	12,030	.00	11,670
51-40-310	Professional & Technical Servi	24,029	17,317	1,125	16,798
51-40-311	Bad Debts Expense	571	.00	.00	.00
51-40-320	Blue Stake Service	2,899	2,120	615	2,057
51-40-325	GIS - Service & Equipment	.00	6,000	809	5,820
51-40-329	Computer Repairs	.00	530	.00	515
51-40-330	Valve Repair	22,589	35,000	11,717	33,950
51-40-400	PRV Maintenance	2,448	20,000	28	19,400
51-40-480	Special Department Supplies	38,206	42,395	10,021	41,124
51-40-490	Water Sample Testing	8,586	13,479	180	13,075
51-40-550	Weber Basin Exchange Water	181,646	336,725	.00	336,725
51-40-560	Power and Pumping	5,745	10,000	44	9,700
51-40-610	h2o Tank Inspection/Maint	.00	10,000	2,400	9,700
51-40-649	Lease Interest/Taxes	4,662	3,822	2,441	2,788
51-40-650	Lease Payments	676	56,797	47,010	57,830
51-40-667	Radio Read Maintenance	24,342	44,000	22,694	42,680
51-40-680	Charge for Services - G/F	270,256	270,256	89,976	359,912
51-40-709	Ben Lomond & Sunset	.00	1,120,000	7,546	.00
51-40-710	40th & Chimes - FY 2023	.00	963,240	2,239	.00
51-40-711	Brier Point Loop	.00	1,120,000	470,260	.00
51-40-712	38th Grant & Kiesel Loop	.00	346,610	129,914	.00
51-40-749	Small Equipment	664	8,108	.00	7,865
51-40-770	Water Impact Fee Projects	47	44,500	.00	11,000
51-40-790	Transfer to General Fund	60,551	60,551	62,974	62,974

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
51-40-970	Depreciation	302,603	194,000	48,300	194,000
51-40-980	Contingency	31,000	.00	.00	3,732,560
Total EXPENDITURES:		1,538,757	5,284,163	1,046,366	5,530,486
Total Expenditure:		1,538,757	5,284,163	1,046,366	5,530,486
WATER FUND Revenue Total:		2,147,083	5,284,163	768,160	5,530,486
WATER FUND Expenditure Total:		1,538,757	5,284,163	1,046,366	5,530,486
Net Total WATER FUND:		608,326	.00	278,206-	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>SANITARY SEWER</b>					
<b>REVENUE</b>					
52-30-100	Interest Earned	88,190	30,000	29,459	17,000
52-30-200	Sewer Sales	2,249,417	2,307,973	570,782	2,307,973
52-30-250	Connection Fees Sewer	7,400	2,000	100	1,000
52-30-880	Transfer In - City Center CRA	.00	112,548	.00	.00
52-30-890	Appropriation of Fund Balance	.00	578,544	.00	671,720
52-30-925	Misc. Revenue	6,000	66,652	.00	69,979
Total REVENUE:		2,351,007	3,097,717	600,341	3,067,672
Total Revenue:		2,351,007	3,097,717	600,341	3,067,672
<b>EXPENDITURES</b>					
52-40-110	Salaries and Wages	242,543	279,932	70,281	295,913
52-40-112	Overtime	13,072	15,363	4,210	15,824
52-40-130	Employee Benefits	101,938	147,990	45,588	141,522
52-40-140	Franchise Fee	134,222	69,240	11,205	69,240
52-40-210	Memberships	1,025	742	475	720
52-40-230	Traveling & Training	4,997	7,299	212	7,081
52-40-240	Office Supplies	782	4,239	.00	1,612
52-40-245	Clothing/Uniform/Equip. Allow.	2,753	5,088	240	4,936
52-40-248	Vehicle Maintenance	2,971	5,299	394	5,141
52-40-280	Telephone	1,727	5,679	667	5,509
52-40-290	Building Maintenance	1,188	5,299	.00	5,141
52-40-300	Gas	2,612	4,398	.00	4,267
52-40-310	Professional & Technical	10,607	10,599	388	10,282
52-40-311	Bad Debts Expense	670	.00	.00	.00
52-40-315	Sewer Lines Cleaning Service	54,210	50,000	2,689	48,500
52-40-320	Blue Stake Service	.00	848	.00	823
52-40-325	GIS - Service & Equipment	.00	6,000	.00	5,820
52-40-400	Transfer to General Fund	11,595	11,595	12,059	12,059
52-40-480	Maintenance Supplies	6,475	16,004	1,164	15,524
52-40-550	Central Weber Sewer Pre-Trea	13,249	13,249	13,774	23,272
52-40-610	Central Weber Sewer Fees	1,171,792	1,265,536	303,533	1,214,856
52-40-650	Manhole Replacement	4,570	45,200	.00	43,844
52-40-665	Video & Fix Trouble Spots	13,831	25,000	628	24,250
52-40-680	Charge for Services - G/F	261,388	261,388	61,191	244,764
52-40-700	Small Equipment	1,074	5,299	.00	5,141
52-40-704	Lining 40th to Country Club	.00	246,731	.00	.00
52-40-705	Replace 700 E/H Guy Child	.00	461,700	197	.00
52-40-750	Capital Outlay	300-	.00	.00	.00
52-40-970	Depreciation	89,883	128,000	30,000	128,000
52-40-980	Sewer Contingency	.00	.00	.00	733,631
Total EXPENDITURES:		2,148,875	3,097,717	558,894	3,067,672
Total Expenditure:		2,148,875	3,097,717	558,894	3,067,672
SANITARY SEWER Revenue Total:		2,351,007	3,097,717	600,341	3,067,672
SANITARY SEWER Expenditure Total:		2,148,875	3,097,717	558,894	3,067,672
Net Total SANITARY SEWER:		202,132	.00	41,448	.00

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>STORM DRAIN FUND</b>					
<b>REVENUE</b>					
53-30-100	Interest	63,578	20,500	24,863	17,500
53-30-105	Interest Earned I/Fees	5,889	2,200	4,784	3,000
53-30-200	Storm Drain Revenue	1,266,894	1,258,675	330,965	1,258,675
53-30-220	Storm Drain Impact Fees	213,599	70,000	157,685	10,000
53-30-880	Transfer In - City Center CRA	.00	122,848	.00	.00
53-30-890	Appropriation of Fund Balance	.00	791,114	.00	1,543,726
53-30-925	Misc. Revenue	48	.00	.00	.00
Total REVENUE:		1,550,008	2,265,337	518,297	2,832,901
Total Revenue:		1,550,008	2,265,337	518,297	2,832,901
<b>EXPENDITURES</b>					
53-40-110	Salaries and Wages	288,325	340,890	85,672	357,844
53-40-112	Overtime	14,726	13,519	6,912	13,925
53-40-130	Employee Benefits	104,579	150,692	47,465	142,456
53-40-140	Franchise Fee	74,506	37,761	6,269	37,761
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIP	5,434	6,000	3,275	5,820
53-40-230	Travel & Training	6,997	7,830	460	7,596
53-40-240	Office Supplies	605	1,590	10	543
53-40-245	Clothing/Uniform/Equip. Allow.	2,720	6,359	.00	6,169
53-40-248	Vehicle Maintenance	8,684	6,359	543	6,169
53-40-280	Telephone	1,133	3,610	499	3,502
53-40-290	Building Maintence	1,188	8,479	.00	8,225
53-40-300	Gas	9,004	6,228	.00	6,042
53-40-310	Prof & Tech Services	6,065	26,043	144	25,262
53-40-311	Bad Debts Expense	255-	.00	.00	.00
53-40-320	Blue Stake Service	.00	742	.00	720
53-40-325	GIS - Service & Equipment	.00	6,000	.00	5,820
53-40-400	System Maintenance Program	35,756	40,000	538	38,800
53-40-480	Special Department Supplies	3,694	6,359	862	6,169
53-40-649	Lease Interest/Taxes	2,358	1,655	1,333	1,007
53-40-650	Lease Payments	317-	22,011	22,332	22,659
53-40-655	Transfer to Water Fund	.00	8,521	.00	8,521
53-40-670	Transfer to General Fund	16,748	16,748	17,418	17,418
53-40-680	Charge for Services - G/F	202,251	202,251	29,907	119,630
53-40-700	Small Equipment	873	1,590	.00	1,543
53-40-701	Burch Creek Hollow Rel-line	.00	90,000	.00	.00
53-40-702	Replace 42nd St / Lib & Adams	.00	779,100	.00	.00
53-40-703	Replace 40th / Wash & Burch Cr	.00	298,800	.00	.00
53-40-970	Depreciation	127,735	104,000	25,800	104,000
53-40-980	Contingency	.00	.00	.00	1,872,300
53-40-981	Impact Fee Projects	.00	72,200	.00	13,000
Total EXPENDITURES:		912,809	2,265,337	249,439	2,832,901
Total Expenditure:		912,809	2,265,337	249,439	2,832,901
STORM DRAIN FUND Revenue Total:		1,550,008	2,265,337	518,297	2,832,901
STORM DRAIN FUND Expenditure Total:		912,809	2,265,337	249,439	2,832,901

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
Net Total STORM DRAIN FUND:		637,199	.00	268,858	.00

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Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>GARBAGE FUND</b>					
<b>REVENUE</b>					
54-30-100	Interest Earned	8,955	3,500	3,440	3,000
54-30-200	Garbage Fees	805,082	772,526	203,506	772,526
54-30-205	Recycling Fees	242,182	240,383	60,818	240,383
54-30-850	Misc. Rental	1,395	1,000	750	800
54-30-890	Appropriate Fund Balance	.00	41,684	.00	119,963
54-30-925	Misc. Revenue	100	.00	100	.00
Total REVENUE:		1,057,715	1,059,093	268,615	1,136,672
Total Revenue:		1,057,715	1,059,093	268,615	1,136,672
<b>EXPENDITURES</b>					
54-40-140	Franchise Fee	62,836	30,388	5,286	30,388
54-40-240	Office Supplies	591	2,650	.00	571
54-40-248	Vehicle Maintenance	6,700	3,180	616	3,081
54-40-280	Telephone	.00	1,590	.00	1,543
54-40-290	Building Maintenance	.00	5,299	.00	5,141
54-40-300	Gas	4,337	2,526	.00	2,451
54-40-310	Prof & Teach Services	208	1,060	.00	1,029
54-40-311	Bad Debts Expense	188-	.00	.00	.00
54-40-420	Republic Services - Contract	519,093	541,454	149,635	625,200
54-40-425	Wasatch Integrated Recycling	10,716	36,981	.00	35,872
54-40-430	Tipping Fees	257,890	251,761	130,142	273,600
54-40-440	Additional Cleanups	9,735	7,843	5,418	7,608
54-40-450	Construction Materials Tipping	299	6,359	.00	6,166
54-40-520	Tree Removal	12,080	15,898	.00	15,422
54-40-615	Junk Ordinance Enforcement	.00	7,950	.00	7,712
54-40-649	Lease Interest/Taxes	1,496	1,207	329	1,124
54-40-650	Lease Payments	1,673-	22,045	5,518	20,355
54-40-680	Charge for Services - G/F	109,902	109,902	22,101	88,409
54-40-970	Depreciation	15,069	11,000	2,700	11,000
Total EXPENDITURES:		1,009,091	1,059,093	321,746	1,136,672
Total Expenditure:		1,009,091	1,059,093	321,746	1,136,672
GARBAGE FUND Revenue Total:		1,057,715	1,059,093	268,615	1,136,672
GARBAGE FUND Expenditure Total:		1,009,091	1,059,093	321,746	1,136,672
Net Total GARBAGE FUND:		48,624	.00	53,131-	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>ROAD IMPROVEMENT FEE FUND</b>					
<b>REVENUE</b>					
55-30-200	Road Improvement Fees	602,821	569,360	151,497	602,821
Total REVENUE:		602,821	569,360	151,497	602,821
Total Revenue:		602,821	569,360	151,497	602,821
<b>EXPENDITURES</b>					
55-40-311	Bad Debt Expense	37-	.00	.00	.00
55-40-550	Transfer RIF to CPF	602,821	569,360	51,163	602,821
Total EXPENDITURES:		602,784	569,360	51,163	602,821
Total Expenditure:		602,784	569,360	51,163	602,821
ROAD IMPROVEMENT FEE FUND Revenue Total:		602,821	569,360	151,497	602,821
ROAD IMPROVEMENT FEE FUND Expenditure Total:		602,784	569,360	51,163	602,821
Net Total ROAD IMPROVEMENT FEE FUND:		37	.00	100,334	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>AMBULANCE FUND</b>					
<b>REVENUE</b>					
58-30-100	Interest Earned	75	25	1,197	3,200
58-30-201	Ambulance Fees - S/O - DPS	957,031	902,304	219,526	957,031
58-30-210	Miscellaneous Revenue	16,494	.00	.00	8,500
58-30-850	State/Local Grants	.00	7,000	.00	.00
58-30-890	Appropriate Fund Balance	.00	186,989	.00	.00
Total REVENUE:		973,600	1,096,318	220,723	968,731
Total Revenue:		973,600	1,096,318	220,723	968,731
<b>EXPENDITURES</b>					
58-40-110	Salaries and Wages	157,643	185,517	44,847	191,446
58-40-111	Part Time Wages	18,643	26,541	7,005	27,337
58-40-112	Overtime	26,372	13,903	9,662	14,320
58-40-130	Employee Benefits	67,682	83,555	24,723	81,473
58-40-210	Memberships	2,184	162	.00	536
58-40-230	Travel & Training	.00	3,250	1,374	3,153
58-40-240	Office Supplies	692	396	336	385
58-40-245	Uniform Allowance	2,824	5,195	1,510	5,040
58-40-248	Vehicle Maintenance	16,191	9,539	1,206	9,253
58-40-250	Equipment Maintenance	6,159	5,776	.00	5,603
58-40-270	GoldCross Billing Fees	52,811	49,627	7,481	48,139
58-40-280	Telephone	38	796	.00	773
58-40-300	Gas	6,340	5,538	.00	5,372
58-40-310	Professional & Technical	73,374	26,987	9,760	26,178
58-40-311	SecurLyft Fees	14,960	16,320	1,360	15,831
58-40-312	PMA Fees	91,836	85,000	12,495	82,450
58-40-320	State Assessment Fee	.00	35,400	.00	34,338
58-40-330	EMS Education	1,363	1,850	953	1,417
58-40-480	Special Department Supplies	3,600	1,621	632	1,573
58-40-490	Disposable Medical Supplies	27,471	28,616	9,505	27,758
58-40-680	Charge for Services - G/F	70,742	70,742	18,690	74,761
58-40-700	Small Equipment	449	4,371	4,370	4,240
58-40-750	Capital Outlay	.00	407,616	.00	.00
58-40-970	Depreciation	19,832	28,000	6,900	28,000
58-40-980	Retained Earnings	.00	.00	.00	279,355
Total EXPENDITURES:		661,206	1,096,318	162,806	968,731
Total Expenditure:		661,206	1,096,318	162,806	968,731
AMBULANCE FUND Revenue Total:		973,600	1,096,318	220,723	968,731
AMBULANCE FUND Expenditure Total:		661,206	1,096,318	162,806	968,731
Net Total AMBULANCE FUND:		312,394	.00	57,917	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>Community Developmnt &amp; Renewal</b>					
<b>REVENUE</b>					
61-30-800	Appropriation of Fund Balance	.00	37,203	.00	.00
Total REVENUE:		.00	37,203	.00	.00
Total Revenue:		.00	37,203	.00	.00
<b>EXPENDITURES</b>					
61-40-700	Transfer to Housing Authority	.00	37,203	37,203	.00
Total EXPENDITURES:		.00	37,203	37,203	.00
Total Expenditure:		.00	37,203	37,203	.00
Community Developmnt & Renewal Revenue Total:		.00	37,203	.00	.00
Community Developmnt & Renewal Expenditure Total:		.00	37,203	37,203	.00
Net Total Community Developmnt & Renewal:		.00	.00	37,203-	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>CRA - Young Mazda Project Area</b>					
<b>REVENUE</b>					
66-30-100	Tax Increment	24,319	32,500	676	<u>32,500</u>
66-30-101	Interest	52	10	.00	<u>40</u>
66-30-125	Sales Tax Revenue	25,065	21,200	691	<u>23,000</u>
Total REVENUE:		<u>49,436</u>	<u>53,710</u>	<u>1,367</u>	<u>55,540</u>
Total Revenue:		<u>49,436</u>	<u>53,710</u>	<u>1,367</u>	<u>55,540</u>
<b>EXPENDITURES</b>					
66-40-100	Professional & Technical	.00	30,885	.00	<u>30,915</u>
66-40-550	Tax Increment Incentives	25,065	21,200	.00	<u>23,000</u>
66-40-600	Charge for Services - G/F	1,216	1,625	405	<u>1,625</u>
Total EXPENDITURES:		<u>26,281</u>	<u>53,710</u>	<u>405</u>	<u>55,540</u>
Total Expenditure:		<u>26,281</u>	<u>53,710</u>	<u>405</u>	<u>55,540</u>
CRA - Young Mazda Project Area Revenue Total:		<u>49,436</u>	<u>53,710</u>	<u>1,367</u>	<u>55,540</u>
CRA - Young Mazda Project Area Expenditure Total:		<u>26,281</u>	<u>53,710</u>	<u>405</u>	<u>55,540</u>
Net Total CRA - Young Mazda Project Area:		<u>23,155</u>	<u>.00</u>	<u>962</u>	<u>.00</u>

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>CDRA - NW Project Area</b>					
<b>Revenue</b>					
67-30-800	Appropriation of Fund Balance	.00	56,737	.00	.00
	Total Revenue:	.00	56,737	.00	.00
	Total Revenue:	.00	56,737	.00	.00
<b>Expenditures</b>					
67-40-700	Transfer to Housing Authority	.00	56,737	56,736	.00
	Total Expenditures:	.00	56,737	56,736	.00
	Total Expenditure:	.00	56,737	56,736	.00
	CDRA - NW Project Area Revenue Total:	.00	56,737	.00	.00
	CDRA - NW Project Area Expenditure Total:	.00	56,737	56,736	.00
	Net Total CDRA - NW Project Area:	.00	.00	56,736-	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>City Center CRA Project</b>					
<b>Revenue</b>					
68-30-100	Tax Increment	314,196	415,000	2,099	415,000
68-30-300	Interest Income	653	1,100	.00	400
68-30-890	Approp of Fund Balance	.00	90,000	.00	.00
Total Revenue:		314,849	506,100	2,099	415,400
Total Revenue:		314,849	506,100	2,099	415,400
<b>Expenditures</b>					
68-40-400	Professional & Technical	4,242	35,000	.00	25,000
68-40-450	Transfer to Hinckley Housing	31,420	41,500	.00	41,500
68-40-475	Tax Increment Incentives	.00	.00	.00	150
68-40-500	Charge for Services - G/F	15,710	20,750	5,190	20,750
68-40-510	Transfer to Enterprise Funds	.00	401,460	.00	.00
68-40-600	New CDRA Projects	.00	7,390	.00	328,000
Total Expenditures:		51,371	506,100	5,190	415,400
Total Expenditure:		51,371	506,100	5,190	415,400
City Center CRA Project Revenue Total:		314,849	506,100	2,099	415,400
City Center CRA Project Expenditure Total:		51,371	506,100	5,190	415,400
Net Total City Center CRA Project:		263,478	.00	3,091-	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
<b>CDRA Housing Authority Fund</b>					
<b>REVENUE</b>					
85-30-400	Transfer in from City Cntr CRA	31,420	41,500	.00	41,500
85-30-410	Transfer in from NW Proj. CDRA	.00	56,737	56,736	.00
85-30-420	Transfer in from 36th St Proj	.00	37,203	37,203	.00
Total REVENUE:		31,420	135,440	93,939	41,500
Total Revenue:		31,420	135,440	93,939	41,500
<b>EXPENDITURES</b>					
85-40-100	Housing Expenditures	.00	135,440	.00	41,500
Total EXPENDITURES:		.00	135,440	.00	41,500
Total Expenditure:		.00	135,440	.00	41,500
CDRA Housing Authority Fund Revenue Total:		31,420	135,440	93,939	41,500
CDRA Housing Authority Fund Expenditure Total:		.00	135,440	.00	41,500
Net Total CDRA Housing Authority Fund:		31,420	.00	93,939	.00
Net Grand Totals:		4,198,546	.00	6,919-	.00

**Resolution No. 24-11**

**A RESOLUTION RATIFYING AN AGREEMENT WITH SPOHN RANCH FOR CONSTRUCTION OF THE 40<sup>TH</sup> STREET SKATE PARK; AND, PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the City Council finds that in conformance with Utah Code ("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 it desires to create outdoor spaces for all ages, abilities, and likes; and,

**WHEREAS**, Spohn Ranch has been found professionally capable and reliable in their work; and,

**WHEREAS**, the City Council previously approved an agreement drafted by the City on December 19, 2023, with Spohn Ranch for the construction of the 40<sup>th</sup> Street Skate Park; and,

**WHEREAS**, Spohn Ranch desired to change some of the terms of the agreement; and,

**WHEREAS**, South Ogden City Staff has been working out the terms of the agreement with Spohn Ranch so both are satisfied; and,

**WHEREAS**, the South Ogden City Attorney has reviewed and approved the new agreement,

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

**SECTION 2 - CONTRACT AUTHORIZED**

The City Council Of South Ogden City, State Of Utah, Ratifies Entry Into The **"Contract Agreement"** With Spohn Ranch As Set Out In **Attachment "A"**, And By This Reference Fully Incorporated Herein; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

**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 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 4 - 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 5- SAVINGS CLAUSE:**

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not 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 6 - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of May, 2024, 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 7<sup>th</sup> day of May, 2024.**

**SOUTH OGDEN CITY**

\_\_\_\_\_  
Russell Porter  
Mayor

ATTEST:

\_\_\_\_\_  
Leesa Kapetanov, MMC  
City Recorder

# **ATTACHMENT "A"**

## **Resolution No. 24-11**

A Resolution Ratifying An Agreement With Spohn Ranch For  
Construction Of The 40<sup>th</sup> Street Skate Park; And, Providing For An  
Effective Date

07 May 24



## SOURCEWELL AGREEMENT

40<sup>TH</sup> STREET SKATEPARK – SOUTH OGDEN CITY CORPORATION

SOURCEWELL MEMBER #149532

SOURCEWELL CONTRACT #112420-SRI

MARCH 21, 2024

## EXHIBIT A – SCOPE OF WORK

### PROJECT DESCRIPTION

South Ogden City Corporation (Client) seeks professional construction services for the development of a concrete skatepark at 40<sup>th</sup> Street Park in South Ogden, Utah.

### PHASE 3 – CONSTRUCTION

**Task 3.1 Pre-Construction Meeting** – Spohn Ranch’s Construction Superintendent will meet with the Client on-site to review the scope of work, schedule and points of coordination.

- Task 3.1 Deliverable:
  - Meeting Agenda (PDF)
  - Construction Schedule (PDF)
  - Meeting Minutes (PDF)

**Task 3.2 Construction** – Spohn Ranch will provide construction services including labor, materials and equipment required to execute the improvements detailed in the 100% Construction Documents. Spohn Ranch will provide bonding and insurance.

**Task 3.3 Project Closeout** – Upon completion of Construction, Spohn Ranch will present the Client with the project closeout deliverables.

- Task 3.3 Deliverable:
  - Acceptance Letter (PDF)
  - Owner’s Manual (PDF)
  - As-Built Drawings (PDF & AutoCAD)



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

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## EXHIBIT B – PROJECT FEES

The Phase 3 Construction services (Tasks 3.1 – 3.3) described in Exhibit A shall be completed for a not-to-exceed fee of \$1,394,254.02 per Spohn Ranch’s Sourcewell Contract #112420-SRI.

Payments shall be made according to the enclosed schedule of values.



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## EXHIBIT C – WARRANTY

Spohn provides the following standard, limited warranties. Spohn makes no other representation or warranty, whether implied or express, of merchantability, fitness for a particular purpose, or any other type or kind.

Spohn Ranch, Inc. (“Spohn”) hereby offers a 12-Month Materials and Workmanship Warranty for the above-referenced project, effective upon the date of substantial completion of the project or first use by Client.

Any material or work that is vandalized, destroyed or suffers damage from abuse (including use of salt within the first year), neglect, or Acts of God, is exempt from any claims of warranty under this guarantee. Normal wear and tear, normal cracking (cracks less than 1/4 of an inch wide), and other issues related to the nature of cast-in-place concrete are excluded from this warranty. Issues related to the nature of cast-in-place concrete include but are not limited to fading, weathering, flaking, shrinkage, and scratching. Issues related to or caused by site conditions or preparation are excluded.

Spohn Ranch shall determine the validity of any warranty claim subject to a commercial reasonableness standard. Client shall provide written notice of any claim under this guarantee, including photographs and provision of all relevant information as soon as practicable, but in no event more than two business days of discovery. Notice must be provided to Spohn within the warranty period. Client’s continued use of any concrete after submission of a warranty claim shall void the claim.

Any modifications, alterations, substitutions, repairs, or attempted repairs by persons other than Spohn Ranch, Inc. void this warranty. Client’s failure to allow sufficient cure time before first use voids this warranty.

Spohn shall commence warranty repairs within a reasonable time after Spohn determines that a warranty claim is valid. Spohn reserves the right to visually inspect any claimed issue. Client agrees to cooperate fully with Spohn in its investigation in all material ways.

The warranty stated above is valid only if the improvements have been maintained and inspected in accordance with Spohn Ranch, Inc. instructions, and have been subjected to normal use for the purpose for which the improvements were designed.

All disputes related to warranty claims are subject to the arbitration provisions set forth in Spohn’s Terms and Conditions and/or any contract between the parties.

Should any questions arise, please contact Doug Hagen at 626-330-5803 x208. All warranty claims, photos and documentation shall be submitted to Doug Hagen via email at [doug@spohnranch.com](mailto:doug@spohnranch.com).

This warranty is exclusive of all other warranties, expressed or implied, including warranties of fitness for a particular purpose and merchantability, which are specifically disclaimed. Repair is Client’s exclusive remedy under this transaction.



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## EXHIBIT D – TERMS & CONDITIONS

CLIENT (“Client”):

South Ogden City Corporation  
3950 Adams Avenue, Suite 1  
South Ogden, Utah 84403

PROJECT (“Project”):

40<sup>th</sup> Street Skatepark

(“Client”), and Spohn Ranch, Inc., a California Corporation, (“Spohn”, “Contractor” or “Consultant”), located at 6824 S. Centinela Avenue, Los Angeles, CA 90230, (collectively, the “Parties”) hereby agree to enter into this Sourcewell Agreement (“Agreement”) effective on the date executed by the Parties as follows:

**1. Contract Documents.** The documents (“Contract Documents”) comprising this Agreement shall be:

- The Sourcewell Agreement (#112420-SRI);
- This Agreement

The following Exhibits are incorporated into this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Project Fees
- Exhibit C – Warranty
- Exhibit D – Terms and Conditions

The parties have entered into a transaction via the Sourcewell cooperative purchasing program. This Agreement is intended to supplement Sourcewell Agreement and to govern the design and construction process. The Contract Documents are intended to supplement one another and should be so construed to the extent possible and reasonable. In the event of a conflict among one or more of the Contract Documents, the Sourcewell Agreement shall govern and this Agreement shall supplement its terms. The remainder of the Contract Documents shall take priority based on the order set forth in this Section.

**2. Project Fees, Expenses & Authorization to Proceed.** The Project fees and costs (“Project Fees”) are set forth in Exhibit B. The Parties understand and agree that all Work requested that is not specified within the Scope of Work shall result in an equitable adjustment to the contract price and time. The Parties understand and agree that Spohn shall not be bound to perform work not specified within the Scope of Work (“Work”) absent an additional purchase order or written change order agreed to by Spohn in writing. Client’s execution of this Agreement authorizes Spohn to proceed with the Work.

**3. Payment, Acceptance of Work.** Spohn shall invoice Client per Exhibit B. Client shall pay invoices upon receipt. Interest on amounts unpaid after thirty days shall accrue at 1% interest of the cumulative outstanding balance per month (12% annual rate), compounded monthly. Client agrees that all Work described in an invoice that is not objected to in a writing within fourteen days of receipt of the invoice shall be deemed to be final and binding upon the Parties as to the amounts due, the adequacy of Spohn’s performance, and the value of the services provided to Client. Any written objections shall specify the claimed defects sufficiently to allow Spohn’s prompt and effective correction.

Spohn shall notify Client upon Spohn’s determination that the Work has been completed. Upon receipt of this notice, Client shall have thirty days to notify Spohn of any claimed deficiencies in the Work that are discoverable upon exercise of reasonable diligence, otherwise, the Work, or portion thereof, shall be deemed complete (“Project Completion”) and accepted. Project Completion and acceptance shall occur earlier in the event that Client acknowledges the same in writing, including Spohn’s form designated for such purposes, or occupies or uses the Work.

**4. Ownership of Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the Contract Documents, furnished by Spohn to Client under this Agreement (“Work Product”) are deemed to be instruments of service. Spohn shall retain ownership and property interests to all Work Product, including but not limited to any Intellectual Property rights, copyrights and/or patents, subject to the provisions set forth below. Client shall be permitted to retain



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copies, including reproducible copies of the Work Product. Work Product shall not be used by the Client or others on other projects, for additions to this Project for completion of this Project by others.

**5. Intellectual Property Rights.** Intellectual Property or IP means all licenses, trade secrets, copyrights, patents, trademarks, proprietary information and other rights related to the Work or otherwise necessary for the design and maintenance of the Project, including all Project-related documents, models, computer drawings and other electronic expressions, photographs and other expressions.

**6. Use of Design.** Upon Client's payment in full for all Work performed under the Contract Documents, Spohn shall grant Client a limited license to use the Work Product in connection with Client's occupancy of the Project, conditioned on Client's express understanding that its alteration of the Work Product without the involvement of Spohn is at Client's sole risk and without liability or legal exposure to Spohn or anyone working by or through Spohn, and on the Client's obligation to provide the indemnity set forth below. Client shall not use, nor cause to be used, any of the aforementioned documents or other information on another project or for completion of this project by others without the express, written consent of Spohn.

**7. Authorized Representatives.** Unless otherwise specified, each party shall designate an authorized representative who shall communicate with the other party on ordinary matters related to the Work and the Project. This Agreement may not be modified except by Spohn's authorized signing officer, Kirsten Dermer or the Client's authorized signing officer, Matthew Dixon.

**8. Schedule.** Spohn will provide the Client with a preliminary schedule for the Project. This schedule shall indicate the dates for the starting and completion of the various stages of design and construction, and shall contain the necessary information to allow the Client to monitor the progress of the Work. The schedule may be revised as is necessitated by the conditions of the Work and for those conditions and events which are beyond the Spohn's control. Each party's representative shall acknowledge and approve, in a writing, any schedule changes. Approval shall not be unreasonably withheld by either party. Notwithstanding any other provision in this Section, Spohn reserves the right to alter the schedule on the grounds of weather, which in Spohn's reasoned judgment, shall impair or unduly delay or burden the Work.

**9. Project Commencement and Completion.** Unless otherwise expressly noted, the term completion in this Agreement shall mean substantial completion. Substantial Completion is the stage of progress when the Work or a designated portion thereof is sufficiently complete in accordance with this Agreement so that the Client can occupy or use the Work for its intended use. The contract time is the time within which Spohn is to achieve substantial completion of the Work, subject to adjustments as set forth in this Agreement.

**10. Work of Other Contractors; Site Risk.** Spohn shall assume no risk or liability for the work performed, or contractually obligated to be performed, by Client, its agents, or any third-party not under Spohn's direct control, including but not limited to other contractors or suppliers that Client or its agents cause to perform work for or related to the Project. Spohn's full or partial performance of the Work shall in no way act as an approval as to the performance of the work of other contractors including any site preparation work or latent site conditions or risks. Any such approvals must be in writing, signed by Spohn's authorized signing officer, Kirsten Dermer, after full disclosure of all material information to Spohn and such approvals shall only extend to information that is actually disclosed to Spohn.

**11. Disclosure of Information; Reliance Thereon.** Client shall disclose to Spohn all information in its custody or control that may be reasonably necessary for Spohn's performance of the Work. Client acknowledges that Spohn shall have no risk nor liability related to site conditions not disclosed to Spohn and/or not knowable with the exercise of reasonable diligence. Spohn shall be entitled to rely on the accuracy of any information prepared by Client or other information set forth in Client's project criteria. In the event the Client is responsible for rough grading or other site preparation, Client shall provide proof of correct grades / site preparation prior to Spohn Ranch mobilizing. In the event that the grades / elevations are incorrect, Client will be responsible for demobilization / remobilization costs. Spohn shall be entitled to an equitable adjustment in the Project Fees and / or project schedule to the extent Spohn's cost and / or time of performance have been adversely impacted by inaccurate or incomplete information, changes in information made subsequent to Spohn's reliance upon prior design information, or Spohn's discovery of changed conditions not known or knowable upon reasonable diligence. The schedule will be updated according to Spohn Ranch's prior professional commitments, and completion date shall be automatically extended to reflect Spohn's updated schedule.

**12. Subcontracting.** Client consents to Spohn's use of subcontractors to perform portions of the Work. Spohn's use of one or more subcontractor's shall not eliminate Spohn's responsibility for performance of the obligations arising under the Contract Documents.

**13. Indemnity and Limitation of Liability.** Notwithstanding any provision below, Client agrees that the liability of Spohn, its agents and employees, in connection with services hereunder to the Client and to any persons having contractual relationships with Client, resulting from negligent acts or omissions of Spohn, its agents and/or employees, shall be limited to the amount of the contract price



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set forth in this Agreement that has been actually paid to Spohn to the fullest extent allowable under the law and shall exclude any special or consequential damages.

Spohn shall indemnify and hold harmless Client, their agents and employees from claims, demands, causes of actions and liabilities of arising out of or in connection with Spohn's services provided pursuant to this Agreement that are solely and proximately caused by Spohn's negligence or willful misconduct. Client shall indemnify and hold harmless Spohn Ranch, Inc. and their agents and employees from claims, demands, causes of actions and liabilities of arising out of or in connection with Client's acts and omissions performed pursuant to this Agreement that are solely and proximately caused by Client's negligence or willful misconduct. In the event that claims, demands, causes of actions, or liabilities arising out of or in connection with Spohn's performance under this Agreement are jointly and proximately caused by the actions of Spohn, Client, and/or any third party, no party shall indemnify, hold harmless, or defend the other, and each party shall bear its own attorney's fees and costs of suit, and liability shall be apportioned pursuant to the relative fault of each party. In any case where attorney's fees, expert witness or other litigation related-fees or expenses, or costs of suit or arbitration ("Litigation Fees") have been advanced or paid under this Section ("Advanced Fees"), and a court or arbitrator adjudicates that the indemnifying party should not bear those costs, the indemnified party or parties shall be liable for those amounts; and Litigation Fees shall be awarded to any prevailing party in a dispute relating to the determination and/or the non-payment Advanced Fees.

**14. Confidentiality.** Due to the nature of the Project, each parties' employees, officers, agents, and affiliates may be privy to information regarding one another's business operations which one or the other regards as confidential or proprietary. The Parties shall only disclose such information to such persons as is reasonably necessary to complete the Project and only if such persons agree to maintain the confidentiality of such information in a written agreement, unless otherwise required by law.

**15. Severability.** The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement. Provided however, if such provision may be modified so as to be valid as a matter of law, then the provision shall be deemed to be modified so as to be enforceable to the maximum extent permitted.

**16. Default.** In the event of a default of any provision of this Agreement the non-defaulting party shall provide written notice describing the default and what methods the non-defaulting party deems necessary to cure said default. If, after ten (10) days after receiving such a notice, the defaulting party has not cured then, the non-defaulting party shall have the right to terminate this Agreement upon written notice. Any and all sums that have been earned, including out of pocket expenses, shall remain due and payable notwithstanding any termination pursuant to this section. For purpose hereof, any failure of Client to pay sums due under this Agreement for a period of sixty-(60) days shall be deemed justifiable grounds for declaration of default. In event Client's default for failure to pay, Client shall be liable for the costs of performance until the time that Spohn has declared a default, at which point, Work shall be ceased, and Spohn's damages shall be due and payable.

**17. Suspension of Work.**

- A. **Suspension in Lieu of Termination.** In the event Spohn has the right to terminate as set forth above, Spohn may, at its sole and absolute discretion, decide to suspend performance of services under this Agreement. If Spohn elects to suspend services, Spohn shall give 10 days' written notice to Client before suspending services.
- B. **Client's Suspension.** If Client suspends the Project, Spohn shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Spohn shall be compensated for reasonable expenses incurred in the interruption and resumption of services. Spohn's fees for the remaining services and the time schedules shall be equitably adjusted. Any suspension over 120 days shall grant Spohn the option to terminate upon 30 days' written notice.

**18. Professional Reports.** The Client shall furnish, for the site of the Project, topographical surveys describing the physical characteristics; soils reports and subsurface investigations; legal limitations; utility locations; and a legal description, including a property survey and Project benchmark. The Client agrees to assume responsibility for personal and/or property damage due to Spohn's interference with subterranean structures such as pipes, tanks and utilities not correctly shown on the documents or that are not contained in written information provided prior to the commencement of the Work.

**19. Delay.** If Spohn is delayed at any time in the progress of the Project by any act of the Client, or any separate contractor employed by the Client or by the action of any governmental agency or regulatory body, or by change orders in the Project, or by labor disputes, fire, unusual delay in transportation, unusual delay in issuance of building permits or zoning or utility services, unusual delay or shortages in material supplies, adverse weather conditions not reasonably anticipatable, unavoidable casualties, acts of God, or any



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other causes beyond the Spohn's reasonable control, then the time within which the Work is to be completed shall be adjusted accordingly. If Spohn is delayed by any act of Client or by any separate contractor employed by Client or for any other cause for which the Client is responsible, then in addition to an extension of the contract time, Spohn will be compensated for all costs which it incurs as a result of such delay, and a change order will be issued therefore.

**20. Notice.** Any notice to the parties required under this Agreement shall be in writing (unless otherwise specified in this Agreement), delivered to the person below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail, first-class return-receipt, courier (i.e. UPS, Federal Express, etc.), personal delivery, electronic mail, or other reasonable methods shall be used. Notices are deemed delivered when actually received (prima facie evidence of receipt shall be any type of delivery receipt provided by the aforementioned means of delivery). All notices shall be sent to:

**Contractor:**

Spohn Ranch, Inc.  
6824 South Centinela Ave.  
Los Angeles, CA 90230  
Attn: Kirsten Dermer, CEO

**Client:**

South Ogden City Corporation  
3950 Adams Avenue, Suite 1  
South Ogden, Utah 84403  
Attn: Matthew Dixon, City Manager

**21. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the terms of the Sourcwell Agreement and the laws of the State of Utah, except as specifically provided otherwise, without regard to conflict of law principles.

**22. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Weber County, Utah, before one arbitrator, who shall be a retired judge. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator shall determine any issues of arbitrability or enforcement of the arbitration clause. Judgment on the Award may be entered in any court having jurisdiction specifically included any state or federal court in Weber County, Utah. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the Award, allocate costs and Litigation Fees including the costs of arbitration to the prevailing party in accordance with the Attorney's Fees provision, below. This clause has been separately bargained for. The contract price would otherwise be higher and bonding required but for this arbitration clause.

**23. Insurance.** Spohn shall, at its expense, procure and maintain insurance with carriers acceptable to Client, and in amounts set forth below. Contractor shall provide certificates of insurance to Client upon request. The certificates of insurance shall provide that there will be no cancellation nor reduction of coverage without thirty (30) days prior written notice to Client. Required coverage amounts:

- Workers Compensation and Employers Liability insurance in the amount of \$1,000,000;
- Automobile Coverage for all Owned, Non-Owned and Hired vehicles in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- Comprehensive General Liability or Commercial General Liability insurance covering all operations or job specific in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- Excess Liability/ Umbrella Insurance in the amount of \$5,000,000;
- Errors and Omissions/ Professional Liability insurance in the amount of \$2,000,000 per occurrence, \$2,000,000 aggregate.

**24. Assignment.** Any attempt to assign the rights and obligations of either party, except as otherwise specified in this Agreement, is null and void except as to affiliates, wholly owned subsidiaries, or any a lender providing financing for the Project if the lender agrees to assume the Client's rights and obligations under this agreement and Spohn consents to such an assignment, which consent may only be withheld on the grounds that, in good faith, Spohn does not believe that assignee lender can or will render full performance of the obligations and duties set forth herein.

**25. Relationship of Parties.** The Parties are arm's length bargainers. No provision of the Contract Documents or subsequent conduct of the parties shall be construed to create the relationship of principal and agent, partners, or joint ventures between the Parties.

**26. No Third-Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Spohn.



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**27. Attorney's Fees.** In the event of any action, suit, arbitration, or other proceeding of any nature is brought in connection with the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable Litigation Fees and other costs and expenses of suit.

**28. Entire Agreement.** This Agreement embodies the entire agreement of the parties on the subject matter herein. No amendment or modification of this Agreement shall be valid or binding upon unless made in writing and signed by the authorized signing officers of the Parties. Spohn's authorized signing officer is Kirsten Dermer. All prior understandings and agreements relating to the subject matter of this Agreement are hereby expressly superseded and merged into this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators and assignees as of the date(s) listed below.

By: Matthew G. Dixon

4/26/2024

Matthew Dixon  
City Manager, South Ogden City Corporation

Date

By: Kirsten Dermer

4/29/24

Kirsten Dermer  
CEO, Spohn Ranch, Inc.

Date

**RESOLUTION NO. 24-12**

**RESOLUTION OF SOUTH OGDEN CITY RATIFYING THE PURCHASE OF FIVE FLEET LEASE VEHICLES AND APPROVING THE PURCHASE OF TEN ADDITIONAL FLEET LEASE VEHICLES; AND PROVIDING FOR PAYMENT OF THE PURCHASED VEHICLES.**

**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**, in 2021, the City Council approved a Master Lease Agreement with Unified Fleet Services (UFS) for the lease of certain fleet vehicles; and,

**WHEREAS**, the City met the terms of the agreement and were satisfied with the service it received from UFS; and,

**WHEREAS**, UFS presented the City with a new lease agreement in 2023 for the lease of additional fleet vehicles; and,

**WHEREAS**, City staff now finds it necessary to address issues concerning the terms of the 2023 UFS lease agreement; and,

**WHEREAS**, the lease agreement provided the City with one of two options: 1) purchase the vehicles from UFS for the Settlement Amount indicated in the lease agreement, or 2) turn the vehicles back to UFS and pay the difference between the Settlement Amount and the net proceeds obtained by UFS when the vehicles are sold; and

**WHEREAS**, UFS informed the City that the expected Settlement Amounts owed to UFS from the City for the fifteen vehicles coming off lease in 2024 would be approximately \$130,000; and

**WHEREAS**, City staff reviewed the available options and worked to find the least expensive alternative and still meet the City's fleet needs; and

**WHEREAS**, In order to avoid excessive off-lease charges and exorbitant fees, it became necessary for the City to purchase five of the leased fleet vehicles as soon as possible; and

**WHEREAS**, it will be necessary to purchase the additional ten leased fleet vehicles from UFS; and,

**WHEREAS**, it is anticipated that a Purchase Funding Agreement with Zion's Bank will be approved by the City Council on May 21, 2024 and all purchases of the leased fleet vehicles from UFS will be paid for with this funding;

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

**SECTION 2 - PURCHASE AUTHORIZED**

That The South Ogden City Council Ratifies the Purchase of Five Leased Vehicles and Approves the Purchase of Ten Additional Leased Vehicles, Identified in **Attachment "A"** And By This Reference Fully Incorporated Herein; And That the City Manager Is Authorized To Sign, and the City Recorder Authorized To Attest the Purchase of the Vehicles

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 7<sup>th</sup> day of May, 2024, after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH, on this 7<sup>th</sup> day of May, 2024.**

**SOUTH OGDEN CITY, a municipal corporation**

---

Russell Porter, Mayor

Attested and recorded

---

Leesa Kapetanov, MMC  
City Recorder

# **ATTACHMENT "A"**

## **RESOLUTION NO. 24-12**

Resolution Of South Ogden City Ratifying The Purchase Of Five Fleet Lease Vehicles And Approving The Purchase Of Ten Additional Fleet Lease Vehicles;  
And Providing For Payment Of The Purchased Vehicles.

07 May 24

Vehicles To Be Purchased	Description of Vehicles		Purchase Price
	VIN	Make/Model/Color	
	1 FT8W3BT6PEC26504f	Ford F350 White	\$78,864
	1 FTFW 1 ED2PFA38881	Ford F150 Agate Black	\$64,494
	1 FTFW 1 ED1 PFA38287	Ford F150 White	\$64,494
	1 FTFW 1 ED6PFA38396	Ford F150 White	\$64,753
	1 FTFW1 EDXPFA38479	Ford F150 Agate Black	\$64,494
	3C6UR5DL4PG537623	Ram 2500 White	\$63,779
	3C6UR5DL9PG537617	Ram 2500 White	\$63,779
	1 FTFW1 ED1 PFA38855	Ford F150 White	\$64,494
	1 FM5K8GC3PGA01395	Ford Explorer White	\$57,787
	1 FM5K8GC1 PGA01251	Ford Explorer White	\$57,787
<b>Vehicles Already Purchased</b>			
	1 FTFW 1 ED4PFA38445	Ford F150 White	\$64,689
	1 FTFW1 ED7PFA38472	Ford F150 White	\$64,689
	1 FTFW1 ED2PFA38721	Ford F150 White	\$64,689
	1 FTFW1 ED4PFA46299	Ford F150 White	\$64,494
	1 FTFW1 ED1 PFA38483	Ford F150 White	\$64,494



PUBLIC  
FINANCE  
ADVISORS



RIVERDALE,  
SOUTH OGDEN,  
& WASHINGTON  
TERRACE UTAH

APRIL 2024

PROPOSAL FOR:  
FIRE DISTRICT CREATION  
FEASIBILITY STUDY

PREPARED BY:



PUBLIC  
FINANCE  
ADVISORS

# PROJECT UNDERSTANDING

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LRB understands the cities of Riverdale, South Ogden and Washington Terrace desire to evaluate the feasibility of a combined Fire District serving these areas. There are currently four fire stations in the study area - one in Riverdale, two in South Ogden and one in Washington Terrace. Riverdale and South Ogden both have full-time firefighter staff whereas Washington Terrace service is based on a full-time and part-time model.

## FIRM DISCRIPTION

LRB Public Finance Advisors (formerly Lewis Young Robertson & Burningham, inc.) was founded in 1995 to specifically address local governments' unmet needs for unbiased, professional project financing advice. We are an independent municipal financial advisory firm dedicated to providing local governments throughout Utah with innovative, cost-effective financial and consulting solutions for local governments. LRB has engaged in approximately 1,200 different consulting projects over the last ten years and is a registered broker-dealer, a registered Municipal Advisor and is a member of FINRA, MSRB and SIPC.

## LRB TEAM

The Consulting Team includes the following LRB team members.



**LRB Focus:**

- Economic Development
- Land Use Analysis
- Demographic Analysis
- Feasibility Analysis

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**Fred Philpot** Project Lead/Management  
COO/Vice President (E) Fred@lrbfinance.com

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**Logan Loftis** Analytical Support  
Analyst (E) Logan@lrbfinance.com

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# PROPOSED APPROACH & FEE

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## DETAILED WORK PLAN

### TASK 1: PROJECT INITIATION & KICK-OFF MEETING

The project initiation or “kick-off” meeting provides an opportunity for LRB to understand, in detail, all relevant issues & establish the appropriate lines of communication. This meeting also **establishes consensus** around the key issues that affect the Service Area. LRB staff will utilize this meeting to help City staff begin the process of gathering and reviewing data. It is important that **policies and goals** be defined at the start of the project to guide the work and ensure that the final document meets the needs of each City.

### TASK 2: ESTABLISH GOVERNANCE AND FUNDING OPTIONS

LRB will establish potential governance and funding options, including the formation of a special service district or local service district. This task will include a review of applicable legislative requirements, including tax limitations.

### TASK 3: EVALUATE FEASIBILITY OF GOVERNANCE OPTIONS

LRB will review the proposed governance options with the Cities to determine the strengths and weakness of each approach and evaluate options that may not be feasible based on current conditions.

### TASK 4: EVALUATION OF GOVERNANCE AND FUNDING OPTIONS

Based on Task 3, LRB will evaluate legislative requirements, timeline, tax limitations, etc. for each governance and funding option.

### TASK 5: FISCAL ANALYSIS

LRB will quantify the fiscal impacts of each governance scenario relative to tax/revenue limitations. This will include an evaluation of revised operating expenses compared to operating revenues, capital infrastructure and equipment/vehicles, debt service, and new operations and maintenance. This evaluation will also include an evaluation of level of service, cost consolidation, and staffing changes due to consolidation.

### TASK 6: REVIEW FINDINGS

After preparing the preliminary analysis, LRB will meet with key staff to review and receive comments. During this meeting LRB will:

- ☐ Review a summary of the model inputs and assumptions,
- ☐ Review the impact of all model inputs,
- ☐ Review needed revenues, tax impacts, legislative requirements, etc., and,
- ☐ Evaluate the next steps and establish consensus regarding project finalization.

### TASK 7: UPDATE/ADDITIONAL SCENARIOS

After receiving feedback in Task 6, LRB will update the model and prepare additional scenarios for review. LRB will also provide a cost/benefit analysis of governance options.

### TASK 8 & 9: DOCUMENTATION AND PRESENTATION

Based upon the needs and desires of each City, LRB will prepare a report that documents the methodology, assumptions and findings of this analysis. LRB will prepare an informational presentation for staff, elected officials and/or the public. LRB’s scope includes two (2) formal presentations of all findings and recommendations.

## PROPOSED FEES

The total combined price for the services provided as defined in this Scope of Work is shown below. Due to the ambiguity inherent in projects of this nature, LRB will provide any cost adjustments in writing to the City and identify the cause of any added expense. Costs that exceed the proposed scope will not be assessed until mutually agreed upon.



	DESCRIPTION	PRINCIPAL/SR. VP	SR. ANALYST	TOTAL
	HOURLY RATE	\$200	\$180	
Task 1	Kick-Off Meeting	2.00	2.00	\$760
Task 2	Establish potential governance and funding options, including the formation of a special service district.	4.00	5.00	\$1,700
Task 3	Evaluate feasibility of governance options with Cities	2.00	4.00	\$1,120
Task 4	Evaluate legislative requirements, timeline, tax limitations, etc. for each governance and funding option.	4.00	10.00	\$2,600
Task 5	Quantify fiscal impacts of each governance scenario relative to tax/revenue limitations.	2.00	8.00	\$1,840
Task 6	Preliminary review with City Staff	2.00	3.00	\$940
Task 7	Provide Revised cost/benefit analysis of governance options.	2.00	8.00	\$1,840
Task 8	Prepare Report	2.00	8.00	\$1,840
Task 9	Present Findings to City Staff	2.00	4.00	\$1,120
<b>Totals</b>		<b>20.00</b>	<b>46.00</b>	<b>\$13,760</b>

