

NOTICE AND AGENDA

SOUTH OGDEN CITY COUNCIL MEETING

Tuesday, May 6, 2014 – 6:00 p.m.

Notice is hereby given that the South Ogden City Council will hold their regular City Council Meeting, Tuesday, May 6, 2014, beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the council may be joining the meeting electronically.

I. OPENING CEREMONY

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

II. PUBLIC COMMENTS

This is an opportunity for the public to address council members regarding issues or concerns that are not on the agenda for public discussion. Please limit your comments to three minutes.

III. RECOGNITION OF SCOUTS/STUDENTS PRESENT

IV. CONSENT AGENDA

- A. Approval of April 15, 2014 Council Minutes
- B. Set Date For Public Hearing (May 20, 2014 at 6 pm, or as soon as the agenda permits) To Receive and Consider Comments on Creating an Ordinance Concerning Unsafe Transfer Of Money Or Other Personal Property In A Roadway
- C. Set Date For Public Hearing (June 3, 2014 at 6 pm, or as soon as the agenda permits) To Receive and Consider Comments on Adoption of FY2015 Budget
- D. Set Date For Public Hearing (June 3, 2014 at 6 pm, or as soon as the agenda permits) To Receive And Consider Comments On the City's Intent To Continue Its Practice Of Not Charging Itself For Water, Sewer, Storm Drain And Garbage During the 2015 Fiscal Year
- E. Set Date For Public Hearing (June 17, 2014 at 6 pm, or as soon as the agenda permits) To Receive And Consider Comments On the City's Intent To Continue Its Practice Of Not Charging Itself For Water, Sewer, Storm Drain And Garbage For the 2014 Fiscal Year
- F. Set Date For Public Hearing (June 17, 2014 at 6 pm, or as soon as the agenda permits) To Receive and Consider Comments on Amendments to the FY2014 Budget
- G. Approval of Award of Bid to Superior Asphalt for Street Crack Sealing

V. PRESENTATION

- A. Mayor Minster - Recognition of Outgoing Senior Youth City Council Members

VI. PUBLIC HEARING

- A. To Receive and Consider Comments on the Proposed Vacation of Utility Easements on Lots 10, 11, and 12 Located in the Hidden Creek Subdivision

VII. ACTION ON PUBLIC HEARING

- A. Consideration of **Ordinance 14-04** – Vacating Utility Easements of Former Lots 10, 11 and 12 of the Hidden Creek Subdivision

VIII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Ordinance 14-05** – Adopting the FY2015 Tentative Budget
- B. Consideration of **Ordinance 14-06** – Amending Consolidated Fee Schedule For Animal Control Fees and Adding Fee for Conditional Use Application for Home Businesses
- C. Consideration of **Resolution 14-11** – Approving an Agreement With Express Bill Pay and Bank of American Fork for Online Payment Services
- D. Consideration of **Resolution 14-14** – Approving a Memorandum of Understanding With Utah National Guard for Security of the Browning Armory
- E. Approval of Hidden Creek Subdivision First Amendment
- F. Discussion on Unsafe Transfer Of Money Or Other Personal Property In A Roadway Ordinance

IX. DEPARTMENT DIRECTOR REPORTS

- A. Parks and Public Works Director Jon Andersen – Project Updates

X. REPORTS

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

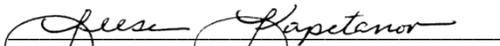
XI. ADJOURN CITY COUNCIL MEETING AND CONVENE INTO WORK SESSION

- A. Discussion on FY2015 Budget

XII. ADJOURN WORK SESSION

Posted and emailed to the State of Utah Website [May 2, 2014](#)

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on May 2, 2014. 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 48 hours in advance.

FINAL ACTION MAY BE TAKEN ON ANY ITEM ON THIS AGENDA



MEMORANDUM

Date: May 2, 2014
To: Mayor and City Council
From: Matthew J. Dixon, City Manager
Re: **May 06, 2014 Council Meeting**

A handwritten signature in black ink that reads "Matthew J. Dixon".

Below is a brief summary of the agenda items for your upcoming city council meeting. Please review this information as well as the staff reports and support materials contained within the packet. If you have any questions or need any additional information please let me know.

Consent Agenda

- *Public Hearings:* You'll notice that there are several public hearings being scheduled with this week's consent agenda. Besides the usual public hearings for the current and FY2015 budgets, you'll notice a couple of public hearings related to the city's intent to not charge itself for city-provided utility services (i.e. water, sewer, etc.). This is based on the new State Auditor's recommendations. All utility rate payers will be receiving notice of these public hearings with their May and June utility bills.
- *Crack Seal Bid:* When the city bonded in order to complete \$2 mill. in road projects last year, it was determined that \$100,000 of the bond monies would be used for preventative crack seal projects. Last year the city spent \$45,851 and completed 17 crack seal projects. The city requested bids to complete 10 more crack seal projects. The lowest, qualified bidder was Superior Asphalt with a total bid of \$13,650. The streets included in this project are:
 1. 38th Street – Nordin Ave to Evelyn Rd.
 2. 5950 S. – Country Club Dr. to 5875 S.
 3. Gibbs Cir. – Country Club Dr. to end.
 4. Yale Dr. – Country Club Dr.

5. 800 East – 4875 S. to Edgewood Dr.
6. 1300 East - 5100 S. to 5375 S.
7. 5700 S. – 1050 E. to Maplewood Dr.
8. Oakwood Dr. – 5700 S. to Crestwood Dr.
9. 5150 S. – 1300 E. to Cul-de-sac.
10. 5275 S. – 1300 E. to Hidden Creek Gate.

Public Hearing and Action

- *Ordinance 01-04 – Vacating utility easements of former lots 10, 11, and 12 of the Hidden Creek Subdivision.* The Hidden Creek Subdivision is being amended to combined three lots into one large lot. City ordinance requires certain utility easements between lot lines in a subdivision. With the consolidation of these three lots it is necessary for the city to vacate the utility easements that would otherwise run through the middle of their property. Staff recommends the council approve these amendments.

Discussion and Action Items

- *Ordinance 14-05 – Adopting the FY2015 tentative budget.* This week marks the “official” beginning of the new budget season. Tuesday you’ll be adopting a tentative budget. We have several work meetings planned to review and discuss/finalize the budget before your second meeting in June. A view things to keep in mind as you review the tentative budget:
 - There are no anticipated tax and/or rate increases in the FY2015 budget
 - Most revenue sources are projected to grow between 3-4%
 - 3% allocation for salary increases (based on performance)
 - Utah Retirement System rate increases have been factored in
 - 5% dental premium increase and 9% medical premium increase (6 months)
 - 1.5% included to restore employee 401k match program (eliminated during recession years)
 - Capital requests are being prioritized by departments and will be addressed based on council’s desires to allocate fund balance
 - Council strategic plan goals:
 - \$9,000 Community survey
 - \$5,000 SoFi recognition program
 - \$10,000 City wellness program
 - \$10,000 New community brand/logo
 - \$15,000 Develop form-based code for commercial zones (grant approved)
 - \$6,000 Property appraisals
 - \$15,000 Increase walking and bike paths within safe routes to schools
 - \$20,000 New signage at entrances to city with new branding elements

Staff would like to further the discussion regarding the transfer of a percentage of enterprise fund revenues as a “dividend” to taxpayers who have invested in the construction of the enterprises. This transfer will help provide much needed additional resources to the general fund and will help cover the costs for services many property owners demand but do not pay for (because they are not tax paying entities). This will enable the city to continue meeting the growing need for road maintenance and other community services without the need to raise taxes. If South Ogden were to transfer 10% of enterprise fund revenues to the general fund it would equate to an additional \$500,000 to meet general fund needs. If the council is supportive of this concept, staff will prepare the budget accordingly and be sure we follow the proper process of notifying rate payers of these changes.

- *Ordinance 14-06 – Amending the consolidated fee schedule for animal control fees and adding fees for conditional use application for home business.* There are a couple of simple amendments being proposed for the fee schedule. The first set of fees are related to animal services and is based on increased costs to the city for microchips, drugs, etc. The second is a recommendation to reduce the fee for conditional use petitions for home occupation businesses from \$100 to \$10. This is based on the fact that home occupations, unlike other conditional uses, which are typically for commercial businesses, do not require site plan review by the planning commission. This means our costs associated with these business types do not justify a \$100 fee. Staff recommends this fee be dropped to \$10. Please see both staff reports associated with this agenda item for more information.
- *Resolution 14-11 – Approving an agreement with Express Bill Pay and Bank of American Fork for online payment services.* Staff has completed some analysis on whether or not the city should switch credit card merchant services vendors. Currently the city utilizes Intellipay but for several reasons (reviewed in the staff report and as will be present to you during the meeting) staff is recommending switch to Express Bill Pay. Staff believes this switch will not only save the city money (apprx. \$10k/year) but will also provide a higher level of service to the community. Brian Minster will be presenting to you during the council meeting.
- *Resolution 14-14 – Approving a memorandum of understanding with Utah National Guard for Security of the Browning Armory.* This memorandum of understanding deals with alarms at the National Guard facility. It establishes that when an alarm is sounded the National Guard will first respond and then determine if South Ogden personnel should be called to assist.
- *Approval of Hidden Creek Subdivision first amendment.* See my notes above on the public hearing and Leesa’s staff report.

- *Discussion on unsafe transfer of money or other personal property in a roadway ordinance.* Chief Park and Council Member Smith have been working with city attorney on this agenda item. These suggested policies are based on Provo City's ordinance in addressing the need to protect the public from accidents, etc. that can occur while transferring money or other personal property in a public roadway. Chief Park has prepared a detailed staff report and will be in attendance to discuss this policy with you.

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**MINUTES OF THE
SOUTH OGDEN CITY COUNCIL MEETING
Tuesday, April 15, 2014 – 6:00 p.m.
Council Chambers, City Hall**

COUNCIL MEMBERS PRESENT

Mayor James F. Minster, Council Members Sallee Orr, Bryan Benard, Wayne Smith and Brent Strate

Note: Council Member Porter arrived at the meeting at 7:06 pm

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Parks and Public Works Director Jon Andersen, Chief of Police Darin Parke, Fire Chief Cameron West, Recorder Leesa Kapetanov

CITIZENS PRESENT

Jim Pearce, Logan Voigt, John Shupe, Sophie Overbeck, Kodi Parkhurst, Leann Povey

I. OPENING CEREMONY

A. Call to Order

Mayor James F. Minster called the meeting to order at 6:01 p.m. and asked for a motion to convene.

Council Member Smith moved to convene as the South Ogden City Council, seconded by Council Member Orr. Council Members Orr, Strate, Benard, Smith and Porter all voted aye.

B. Prayer/Moment of Silence

The mayor led those present in a moment of silence.

C. Pledge of Allegiance

Council Member Benard directed everyone in the Pledge of Allegiance.

Mayor Minster indicated it was time for public comments and invited anyone who wished to speak to the council to come forward.

II. PUBLIC COMMENTS

No one came forward for public comments.

III. RECOGNITION OF SCOUTS/STUDENTS

There were no scouts present, however students from Bonneville High School who were there to help with the presentation later on the agenda, came forward. Council Member Orr gave South Ogden City pins to Kodi Parkhurst and Logan Voigt.

49 **IV. PRESENTATION**

50 **A. Leanne Povey Jackson – Bonneville Communities That Care**
51 Ms. Jackson referred the council to the handout in their packets concerning the CTC and
52 thanked them for their support. She also thanked Brian Minster, the city's Information
53 Systems Administrator, for his help in setting up the CTC's website. She then turned the
54 time to Kodi Parkhurst, co-chair of the Bonneville Communities That Care, and Logan
55 Voigt, the incoming co-chair. They had recently done an environmental scan on alcohol
56 and tobacco advertising and sales in the cities surrounding Bonneville High School. They
57 gave a visual presentation of the results of the scan. They concluded that alcohol and
58 tobacco advertising was very prevalent in the community, sometimes taking place
59 subtly, but still very impactful to youth. They then presented some ideas for counter
60 advertisements to combat the prevalent alcohol and tobacco advertisements targeted at
61 the youth.
62 Ms. Parkhurst then gave a handout (see Attachment A) to the council inviting them to an
63 upcoming CTC Town Hall Meeting about underage drinking on May 1, 2014.
64 The council members asked several questions. City Manager Dixon asked what South
65 Ogden could do to help the CTC. The students replied that the city should enforce the
66 existing alcohol and tobacco sales and advertising codes as best they could. Mr. Dixon
67 suggested that students collect data on what the surrounding cities enforcement efforts
68 were; it might help each city to see where they could improve.
69 The presentation was then concluded.
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71 **V. CONSENT AGENDA**

- 72 **A. Approval of April 1, 2014 Council Minutes**
73 **B. Set Date For Public Hearing (May 6, 2014 At 6 Pm Or As Soon As The Agenda Permits) To**
74 **Receive and Consider Comments On The Proposed Vacation of Utility Easements on Lots**
75 **10, 11, and 12 Located in the Hidden Creek Subdivision**
76 **C. Approval of Proclamation Declaring May 8, 2014 as Arbor Day In South Ogden City**
77 **D. Approval of Proclamation Declaring May 18-24, 2014 as National Public Works Week in**
78 **South Ogden City**

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80 Mayor Minster read the items listed on the consent agenda, pointing out that copies of
81 the proclamations were available for those interested. He asked if there were any
82 questions or concerns on any of the items listed in the consent agenda. Council Member
83 Orr said line 63 of the minutes said the *Have a Heart Homes* had "found a family", but
84 should say they were "looking for a family". Mayor Minster then called for a motion.
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86 **Council Member Orr moved to approve the consent agenda, with the noted change to**
87 **the minutes. The motion was seconded by Council Member Smith. The mayor called**
88 **a voice vote. Council Members Benard, Porter, Orr, Smith and Strate all voted aye.**
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91 **VI. RECESS INTO COMMUNITY DEVELOPMENT RENEWAL AGENCY BOARD MEETING**

92 Mayor Minster indicated it was time to recess into a Community Development and Renewal Agency
93 Board meeting, and called for a motion to do so.
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95 **Council Member Benard moved to recess into a Community Development and Renewal Agency**
96 **Board meeting. Council Member Smith seconded the motion. All present voted aye.**
97

98 See separate minutes.

99 VII. **RECONVENE AS SOUTH OGDEN CITY COUNCIL**

100 Motion from CDRA Board meeting: At 6:52 pm, Board Member Strate moved to adjourn the
101 CDRA Board Meeting and reconvene as the South Ogden City Council. The motion was seconded
102 by Board Member Orr. Board Members Orr, Smith, Strate and Benard all voted aye.
103

104 VIII. **DISCUSSION/ACTION ITEMS**

105 A. **Consideration of Ordinance 14-03 – Amending the Consolidated Fee Schedule to Add**
106 **Newsletter Advertising Fees**

107 City Manager Dixon reminded the council this was a follow-up item to a previous
108 discussion on revamping the city newsletter. The fees would allow businesses to
109 advertise in the newsletter to help pay for the costs. There was no discussion from the
110 council. Mayor Minster called for a motion.
111

112 **Council Member Smith moved to approve Ordinance 14-03, amending the consolidated**
113 **fee schedule to add newsletter advertising fees. The motion was seconded by Council**
114 **Member Strate. The mayor asked if there were further discussion.** Council Member
115 Orr asked if the newsletter would go back to black and white if there was no interest in
116 advertising. Mr. Dixon said it would, unless the council decided it wanted to appropriate
117 money from elsewhere in the budget to pay for it. The cost would be an additional
118 \$4,500 per year. There was no further discussion. **Mayor Minster called the vote:**
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120 **Council Member Smith - Yes**

121 **Council Member Strate - Yes**

122 **Council Member Benard - Yes**

123 **Council Member Orr - Yes**
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126 **Ordinance 14-03 was approved.**
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130 IX. **DEPARTMENT DIRECTOR REPORTS**

131 A. **Parks and Public Works Director Jon Andersen – Project Updates**

132 Mr. Andersen reported on several projects:

133 **Kiwana Water Project** – this project from last year had not been completed due to
134 weather. There were still 300 to 500 feet of pipe from Kiwana to Burch Creek Drive
135 that still needed to be put in. The project should be completed in 30 to 45 days.

136 **Road Crack Seal** – This project was currently out for bid. Bids would be due April 25th.
137 He hoped work would be completed between mid-May to mid-June. There were eight
138 roads on the list to be crack sealed. Additionally, city crews would do some sealing
139 with the city's machine.

140 **Friendship Park Tennis Court Resurfacing** – The bid would be published tomorrow, with
141 work being completed sometime in mid-June.

142 **Splash Pad UV Filter** - The bid would go out the first part of May, with installation
143 complete by the time the splash pad opened after Memorial Day.

144 **Road Projects** – The city engineer was working on the engineering for the road projects,
145 as well as working on some storm sewer projects that were time sensitive. The city
146 needed to use some storm sewer impact fee money before a certain deadline so the
147 funds would not have to be refunded. Some of the money would be used to install a
148 detention basin in preparation for the 40th Street widening project.

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B. Police Chief Darin Parke – Code Enforcement Quarterly Report

Chief Parke began his report with some overall last quarter statistics for the police department. The department had handled just over 4,500 calls, made 142 arrests, resolved 114 traffic accidents, and had seven officers assaulted.

For ordinance enforcement, the quarter had seen 96 cases, 66 of which were officer initiated, the remainder being called in by the public. The majority of cases (61) were parking issues, three were weed complaints, 18 were junk complaints, and 14 were solicitor complaints.

Note: Council Member Porter arrived at this point in the meeting (7:06 pm).

C. Recorder Leesa Kapetanov – Good Landlord Program Quarterly Report

Ms. Kapetanov reminded the council that since the Good Landlord Program was initiated, they had sent out five separate mailings, beginning with the large apartment complexes and working down to the single family homes. They had also gotten a new mailing list from the county for single family homes, with an additional 500 names. They had been busy processing the new applications, and anticipated sending a second contact letter the beginning of May to those from the initial mailings who had not responded. The second contact letter would have stronger language to encourage people to respond to the city.

Ms. Kapetanov concluded her report by saying City Building Official Jeff Barfuss had verified 152 properties for zoning compliance during the quarter, three of which needed follow-up and two of which did not meet zoning and had been sent letters.

D. Fire Chief Cameron West

Informed the council the city's fire department would be participating in the "Great Shake Out" event next Thursday. The event was to help train and prepare the community in case of an earthquake. It would take place at the vacant Grandview Elementary School. He invited those council members who wished, to come and observe and/or participate.

X. REPORTS

A. Mayor – reported he and City Manager Dixon had attended a special awards ceremony earlier that day at the South Ogden Macey's. Weber State University had recognized Macey's for their outstanding support of the community and the university. The mayor also reported he had enjoyed the League of Cities and Towns Conference in Saint George.

B. City Council Members

Council Member Orr – had also enjoyed the conference in Saint George and received a lot of good information. She then informed those present that "Safe Kids Day" would be held on April 26th at Dinosaur Park. She invited anyone who wished to attend. She also reminded them of the May 1, 2014 Town Hall Meeting sponsored by the Communities That Cares Program. She concluded her report by informing the council that the Weber Mosquito Abatement District had a presentation they had given to Washington Terrace, and would be happy to present it to South Ogden City if they council was interested. She also said she would not be present at the May 6, 2014 council meeting.

200 **Council Member Benard** – reported he had received quite a few positive comments
201 on the newsletter. He thanked other members of the council for taking over the
202 writing of a letter to residents that he had been assigned to write, but due to an extra
203 work load, had been unable to do.

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205 **Council Member Strate** – had attended his first South Ogden Business Alliance
206 Meeting and had enjoyed it. He had also enjoyed the conference in Saint George
207 and had learned a lot. He hoped to put the new knowledge to work for the city.

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209 **Council Member Smith** – thanked the public works department for quickly taking care
210 of a sink hole in the road near his home.

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212 **Council Member Porter** – enjoyed spending quality time with the Mayor and council
213 members at the conference and felt the time spent and things learned was valuable.

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217 C. **City Manager** – reminded everyone of the Easter Egg Hunt on Saturday. He then
218 informed the council that staff wanted to mail the letter Council Member Benard had
219 referred to, later that week; if anyone had changes or comments concerning it, they
220 should get them to him.

221 Mr. Dixon then reported he and Mayor Minster had held a meeting with Wasatch Front
222 Regional Council, as well as with representatives from UTA, Riverdale City, Washington
223 Terrace and Ogden City. The purpose of the meeting was the widening of 40th Street
224 and the possible regional impacts and transportation needs. UTA was interested in
225 making 40th either a streetcar or a bus rapid transit route, with the possibility of
226 widening the street to 106 feet instead of the currently proposed 84 feet. If the street
227 were to be made wider for the transportation routes, the city would expect to receive
228 additional funds from the benefiting entities.

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231 D. **City Attorney Ken Bradshaw** – not present.

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234 Mayor Minster then indicated it was time to adjourn city council meeting and convene into a work
235 session. He entertained a motion to do so.

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238 **Council Member Porter moved to adjourn city council meeting and move into a work session,**
239 **followed by a second from Council Member Orr. Council Members Benard, Smith, Porter, Orr**
240 **and Strate all voted aye.**

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243 **XI. ADJOURN CITY COUNCIL MEETING AND CONVENE INTO WORK SESSION**

244 **A. Discussion on Possible Amendment to the Annexation Policy Plan**

245 Mayor Minster turned the time to City Manager Dixon to facilitate this discussion. Mr.
246 Dixon said the intent of the discussion was to re-visit the city's annexation policy. He
247 reviewed the position of the planning commission, who had determined that they could
248 not make any recommendation to the council without knowing the financial impacts an
249 annexation might have on the city. The most the planning commission felt they could
250 recommend was that based on common accepted knowledge, revenues gained through
251 annexation of residential properties only covered 25% of the costs needed to provide

252 services to those properties. Mr. Dixon then invited the council to discuss the matter.
253 Council Member Porter asked if it would hurt to just add areas to the annexation plan; it
254 was his understanding that someone had to petition the city for annexation, and if so the
255 city should include all possible areas in its plan. Mr. Dixon replied that if an area was in
256 the city's annexation plan, the city was basically saying that if petitioned, the city would
257 allow that area to be annexed and incur the costs of providing services.

258 Council Member Smith said he felt that potential areas, including the area near South
259 Junior High, should be included in the city's annexation plan. Council Member Strate
260 agreed; he said that even though it was the property owner's decision as to which city to
261 annex into, all possible areas should be included in the city's annexation plan.

262 Mayor Minster reminded the council of the history of the annexation of the property the
263 new junior high was built on, saying there had been some unwritten agreements between
264 Washington Terrace and South Ogden concerning the area to the south of the junior high.
265 He felt it would cause some unrepairable damage between the two cities if South Ogden
266 were to include that area in its annexation plan, as it was already included in Washington
267 Terrace's.

268 Council Member Porter commented it may not be good for South Ogden's long term fiscal
269 strategy to spend a lot of money for water and sewer services to be available to a few
270 houses that wanted to "identify" with South Ogden.

271 Council Member Benard said he would be interested to know when the Golf Course was
272 added to Washington Terrace's annexation plan. He also wondered if there were some
273 middle ground for the city to take; to "softly" include an area in an annexation plan, not
274 including it in the current plan, but stating that the city would be interested in perhaps
275 adding it at a later date.

276 Council Member Strate reminded the council of the population component of sales tax,
277 and how adding population to the city would benefit the city financially. He felt the city
278 needed to make it clear to Washington Terrace and the current owner of the property
279 across from the junior high that South Ogden did not have any malicious intent, but
280 merely wanted the property owner to have the option of annexing into our city.

281 The council then discussed the history of the annexation of the junior high property into
282 South Ogden. They also discussed the friction that adding that area into the city's
283 annexation plan would cause with Washington Terrace.

284 City Manager Dixon asked Parks and Public Works Director Jon Andersen to explain in
285 more detail the different public services available in the areas indicated on the map
286 included in the packet. Mr. Andersen explained where the existing water and sewer
287 lines were and what would be involved in bringing water and sewer services to different
288 areas.

289 Mayor Minster asked City Manager Dixon for his comments. Mr. Dixon said he viewed
290 adding this area to the annexation plan as an easy way to damage a relationship with a
291 neighboring city for a low likelihood that it would every benefit South Ogden. He
292 questioned the expense of the political capital for what may or may not be advantageous
293 to the city. He felt that if the issue should ever go before the county boundary
294 commission, they would rule in favor of Washington Terrace, because of the infrastructure
295 available and the long peninsula that would be created with the road and seminary
296 property that were already in Washington Terrace.

297 Council Member Strate made the point that if South Ogden did not put the areas it
298 wanted into its annexation plan, the city could not contest when and if an area petitioned
299 to be annexed to another city. He felt the city should put their mark on the areas it
300 might want to annex so we would have the ability to contest if need be. Council
301 Member Smith agreed that we should put the area south of the junior high in the city's

302 annexation plan.
303 The council discussed what they wanted to direct staff to do, and there seemed to be
304 some disagreement. They then talked about whether they could take a vote to direct
305 staff what to prepare for the next meeting, since this was a work session. The consensus
306 was that they could take a vote to direct staff what to do. Mayor Minster indicated he
307 would vote on the matter since it was only deciding what to direct staff to do. City
308 Manager Dixon pointed out the council had several options; they could table the matter
309 and staff would do nothing, direct staff to find more information, or direct staff to prepare
310 the amendment to the annexation plan and go through the process of adopting it.
311 Mayor Minster called for a motion.

312 **Council Member Benard moved to table further discussion of the matter until staff**
313 **gathered further information on two matters: 1) when Washington Terrace added the**
314 **west side of the Country Club Golf Course to their annexation plan, and 2) is there**
315 **legally a middle ground to record that the city had interest in adding the area south of**
316 **the junior high to its annexation plan. Council Member Smith requested another**
317 **component be added to the motion. He also wanted some research done on what**
318 **percentage of the infrastructure in the area by the junior high belonged to Washington**
319 **Terrace and how much of it belonged to Central Weber Sewer Improvement District.**
320 **Council Member Strate seconded the motion including the addition by Council Member**
321 **Smith. The mayor then called a voice vote. Council Members Benard, Strate, Orr,**
322 **Porter and Smith, as well as Mayor Minster, all voted aye. There were no nays.**

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324 The mayor then called for a motion to adjourn the work session.

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326 **Council Member Benard moved to adjourn, followed by a second from Council Member**
327 **Orr. All present voted aye. The meeting adjourned at 8:26 pm.**

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341 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council Meeting
342 held Tuesday, April 15, 2014.

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345 Leesa Kapetanov, City Recorder
346 Date Approved by the City Council _____

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Attachment A

CTC Handout

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Bonneville High School

BONNEVILLE COMMUNITIES THAT Care
Presents
A Town Hall Meeting about Underage Drinking

Special Guest Speakers
Bobbi Anderson, Russ Porter & Lt. James Ebert

May 1st
7:00—8:00 PM
Adults And Youth 12
And Up Welcome!

Bobbi Anderson
One night of drinking—first and last. Bobbi has told her son’s story to hundreds of groups across the state. Come hear about Braxten, how his story has changed her life.

Russ Porter
Does drinking really affect my brain? Russ Porter, a South Ogden City Council member and highly popular teacher at Bonneville High School has the answers.

Lt. James Ebert
Looking for fun this summer? Lt. Ebert wants to be sure you have fun but know what the laws are for both youth and adults.

Become a member of Bonneville CTC - visit www.bonnevillectc.org for more information!

ORDINANCE NO. 14-04

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, VACATING CITY UTILITY EASEMENTS LOCATED AT FORMER LOTS 10, 11, AND 12 OF HIDDEN CREEK SUBDIVISION; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I - RECITALS

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

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

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

WHEREAS, the City Council finds that in conformance with UC Title 10 it may pass an ordinance to vacate, narrow, or change utility easements within the city or otherwise manage or dispose of city property; and,

WHEREAS, the City Council finds that in conformance with UC Title 10, on its own initiative, it may enact an ordinance declaring a street, alley, or a part of a street or alley or utility easement is vacated; and,

WHEREAS, the City Council finds, and has determined, in conformance with UC Title 10, that: there is good cause for the vacating the easements described herein and, further, that the vacating or narrowing of this easement will not be detrimental to the public interest; and,

WHEREAS, the City Council finds that in conformance with UC Title 10, that notice of the intention of the City Council to vacate this easement, or part, has been given as provided in the UC §10-9a-609.5, or other applicable statute or requirement; and,

WHEREAS, the City Council finds that in conformance with UC Title 10, that intention of the governing body of the city to vacate the easement described, and the notice required for action on such question has been given by publishing in a newspaper published or of general circulation in the City as required preceding action on such intention, i.e. the *Standard Examiner*; and,

WHEREAS, the City finds that certain exigencies of city governmental operations require these actions be taken;

SECTION II - EASEMENT VACATED

Now Therefore, Be It Ordained By The City Council Of South Ogden City That The Utility Easements In Favor Of South Ogden City, Existing Between Former Lost 10, 11,

And 12 Of The Hidden Creek Subdivision, And More Particularly Described In Attachment "A" Should Be And The Same Are Hereby Vacated And Abandoned Subject Only To The Exceptions As Otherwise Provided Therein.

Be It Further Ordained, That Notwithstanding The City's Vacation And Relinquishment Of The Easements As Described Above, Nothing Herein Shall Be Deemed Or Construed To Act So As To Diminish, Restrict Or Extinguish The Right Of Way And Easements Otherwise Existing Appurtenant To These Vacated Easements, If Any, Of Any Lot Owner Or The City, Nor Shall The Franchise Rights Of Any Public Utility Be Impaired Thereby.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI - DATE OF EFFECT

This Ordinance shall be effective on the 6th day of May, 2014, and after publication or posting as required by law.

DATED this 6th day of May, 2014

SOUTH OGDEN, a municipal corporation

by: _____
James F. Minster, Mayor

Attested and recorded

Leesa Kapetanov, City Recorder

ATTACHMENT “A”

ORDINANCE NO. 14-04

**An Ordinance Of South Ogden City, Utah, Vacating City Utility Easements
Located At Former Lots 10, 11, And 12 Of Hidden Creek Subdivision; And
Establishing An Effective Date.**

06 May 14

(Actual Meets And Bounds Description For The Attachment Will Be Provided By The Engineer)

City Council Staff Report



Subject: FY 2015 Tentative Budget
Author: Steve Liebersbach
Department: Finance
Date: 5/06/2014

Background

State Code 10-6-111(1)(a) requires that on or before the first regularly scheduled meeting of the governing body in the last May of the current period, the budget officer shall prepare for the ensuing fiscal period, on forms provided by the state auditor, and file with the governing body, a tentative budget for each fund for which a budget is required.

Analysis

FY 2015 estimated revenues and expenditures.

Recommendation

Staff recommends that the Council accept the tentative budget as presented.

Significant Impacts

No financial impact at this time.

Attachments

The FY 2015 Tentative Budget to be considered for approval.

ORDINANCE NO. 14-05

**AN ORDINANCE OF THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH,
ESTABLISHING AND ADOPTING A TENTATIVE BUDGET FOR FY 2014-2015;
PROVIDING THAT THE SAME SHALL BE AVAILABLE FOR PUBLIC REVIEW
AND COMMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

SECTION I - RECITALS

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 §10-3-702, the governing body of the city may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and,

WHEREAS, the City Council finds that 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 of the City has prepared for the coming fiscal year period, (FY 2014-2015) on forms provided by the state auditor, a tentative budget for each fund for which a budget is required; 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 each fund which sets forth in tabular form the information and material required to be provided to the City Council; and,

WHEREAS, the City Council finds that in conformance with UC §10-6-112, the tentative budget to be adopted by the City Council – with all supporting schedules and data – should be, and is declared to be, a public record which shall be lodged in the office of the city recorder, available for public inspection for a period of at least 10 days prior to the adoption of a final budget; and,

WHEREAS, the City Council finds that in conformance with UC §10-6-114, the City must hold a public hearing on the budgets tentatively adopted by action of this Ordinance and that all interested persons in attendance at that hearing have been given an opportunity to be heard, for or against, the estimates of revenue and expenditures or any item in the tentative budget of any fund; and,

WHEREAS, the City Council finds that in conformance with UC §10-6-114, the public hearing has been set at a time and place to be advertised as required by law, or at any time and place to which the public hearing may be adjourned; and,

WHEREAS, the City Council desires to conform its practices to the requirements of law; and,

WHEREAS, the City Council finds it is in the public interest to adopt policies consistent with the foregoing

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

- The tentative budget for FY 2014-2015 of the city of South Ogden is adopted as submitted, with all attachments thereto, and as has been provided to the public; and,
- A public hearing on the tentative budget was set and will be held on the 3rd day of June, 2014 at the offices of South Ogden City, 3950 So. Adams Avenue, at 6 o'clock P.M. or as soon thereafter as may be practicable.

SECTION II – EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption, posting, and deposit with the City Recorder, who shall forthwith certify a copy to the City Manager. A copy of the final budget for each fund shall also be certified by the City Recorder shall be filed with the state auditor within 30 days after adoption of this ordinance..

SECTION III – PUBLICATION. No publication of this Ordinance is required.

PASSED AND ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 6th day of May, 2014.

SOUTH OGDEN, a municipal corporation

by: _____
James F. Minister, Mayor

Attested and recorded

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

ORDINANCE NO. 14-05

An Ordinance Of The City Council Of South Ogden City, Utah, Establishing And Adopting A Tentative Budget For FY 2014-2015; Providing That The Same Shall Be Available For Public Review And Comment; And Providing For An Effective Date.

06 May 14

(To be provided by Finance Director)

South Ogden City

FY 2014 - 2015

Tentative Budget

Adopted

May 06, 2014

Ordinance 14-05

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
10-33-610	Federal Police/FEMA Grants	.00	.00	.00	.00	.00	.00	.00	.00
10-33-900	Class "C" Road Fund Allotment	450,931	458,379	476,841	485,679	500,039	495,392	293,110	505,039
Budget notes:									
~2015 +1% c/y budget									
10-33-925	Resource Officer Contract	12,500	12,500	12,500	15,000	15,000	15,000	16,406	16,500
Total INTERGOVERNMENTAL REVENUE:		538,748	538,521	606,480	647,455	619,263	693,273	478,359	557,339

RECREATION & PLANNING FEES

10-34-200	Baseball Revenue	15,926	14,288	16,988	20,228	21,512	20,283	16,971	20,283
10-34-250	Girls Basketball	3,008	2,559	2,473	2,738	235	2,590	113	2,590
10-34-300	Softball Fees	1,539	1,690	2,880	598	150	1,722	128	1,722
10-34-350	Basketball Fees	19,857	17,458	19,161	18,021	22,825	20,000	22,404	23,000
10-34-352	Comp Youth Basketball	.00	.00	.00	35,120	34,905	33,000	32,170	33,000
10-34-354	Comp Adult Basketball	.00	.00	.00	6,000	10,000	3,600	4,035	3,600
10-34-356	Comp Adult Volleyball	.00	.00	.00	.00	1,500	.00	1,510	1,000
10-34-358	Comp Adult Dodgeball	.00	.00	.00	.00	.00	.00	.00	.00
10-34-360	Comp Adult Futsal	.00	.00	.00	250	.00	.00	.00	.00
10-34-362	Youth Futsal	.00	.00	.00	.00	39	.00	.00	.00
10-34-375	Flag Football	2,400	3,360	2,819	3,211	3,230	3,255	3,255	3,255
10-34-450	Volleyball Registration	2,340	2,195	3,583	3,661	3,605	3,780	3,345	3,780
10-34-500	Football	17,633	23,484	13,890	16,434	9,707	17,936	2,011	17,936
10-34-505	Football Apparel	6,356	5,061	5,541	5,384	4,809	5,328	4,123	5,328
10-34-550	Tennis Registration Fees	2,856	492	.00	.00	.00	.00	.00	.00
10-34-575	Concession Revenues	7,558	10,928	6,940	5,661	3,487	6,500	1,535	6,500
10-34-600	Community Facility Rental Fees	.00	.00	275	925	2,350	1,600	2,850	2,200
10-34-700	Plan Check Fee	26,395	19,545	14,612	25,308	34,914	25,000	57,658	25,000
10-34-725	Engineering Review Fees	250	905	213	531	1,494	2,500	6,024	5,000
10-34-726	Zoning/Subdivision Fees	775	1,190	1,165	950	2,588	1,101	2,335	2,000
10-34-750	Street Cut Fee	5,019	6,945	3,930	1,227	150	1,769	200	1,000
10-34-850	Bowery Rental	5,110	5,540	4,500	5,350	4,875	5,130	3,525	5,130
10-34-875	Sex Offender Registration Fee	.00	50	550	725	550	600	500	600
10-34-900	Public Safety Reports	16,315	16,315	14,928	15,913	17,841	15,718	14,611	15,718
Total RECREATION & PLANNING FEES:		133,338	132,003	114,446	168,234	180,766	171,412	179,302	178,642

FINES & FORFEITURES

10-35-100	Warrants Revenue	.00	.00	45,946	32,702	10,953	18,000	1,970	.00
10-35-200	Fines- Regular	769,709	715,449	558,080	601,778	655,523	660,000	498,997	700,068

Budget notes:

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
~2015 +6% c/y budget - xtra hrs by bailiffs									
10-35-210	Bail Bond Forfeitures	.00	.00	.00	.00	.00	.00	.00	.00
10-35-225	State Fine Increase	11,087	.00	.00	.00	.00	.00	.00	.00
10-35-250	Court Filing Fees	.00	.00	.00	.00	.00	.00	.00	.00
10-35-300	Alarm Fines/Permits	12,100	7,950	9,790	6,050	6,375	6,500	5,300	6,500
Total FINES & FORFEITURES:		792,896	723,399	613,816	640,530	672,851	684,500	506,267	706,568
MISCELLANEOUS REVENUE									
10-36-100	Interest	107,840	43,811	32,847	44,823	45,627	46,620	19,122	23,700
10-36-105	Cash Over/Short	114	294	227	38-	48-	.00	108	.00
10-36-200	Sub 4 Santa	4,322	8,602	.00	959-	1	.00	.00	.00
10-36-300	S/O Business Alliance	15	.00	.00	.00	.00	.00	.00	.00
10-36-400	Sales of Fixed Assets	4,433	1,218	29,157	84,720	56,480	90,000	80,578	.00
10-36-500	75th Anniversary Sales	.00	.00	530	950	480	.00	205	.00
10-36-600	560 39th Rental	19,800	5,400-	3,000	3,000	3,000	3,000	2,750	3,000
10-36-601	Donations to South Ogden City	285	95	1,203	4,326	4,070	700	2,981	1,500
10-36-700	Contractual Agreement Reven	57,955	42,877	73,571	65,603	64,000	72,936	52,963	112,197
Budget notes:									
~2015 WTC - 32,481 - +3% c/y contract									
Riverdale - 14,600									
Verizon - 14,652									
SBA - 34,464									
Sprint - 16,000									
10-36-900	Misc. Revenue	50,486	19,180	32,185	11,599	20,812	77,932	152,002	20,000
10-36-901	Convenience Fee Revenue	1,188	1,397	1,654	1,856	345	.00	.00	.00
10-36-950	Traffic School	108,950	125,800	54,515	2,330	1,545	1,000	610	1,000
10-36-960	Youth Council Collections	.00	190	3,460	180	610	120	30	500
10-36-970	Youth Court	1,290	930	1,650	1,140	945	1,000	750	1,000
Total MISCELLANEOUS REVENUE:		356,677	238,995	233,998	219,531	197,866	293,308	312,099	162,897
CHARGE FOR SERVICE & TRANSFERS									
10-39-150	Lease Financing	76,776	.00	175,582	.00	985,754	174,499	157,755	.00
10-39-175	Bond Proceeds	2,099,930	.00	.00	.00	.00	.00	.00	.00
10-39-300	Transfer from CPF	.00	.00	.00	.00	.00	.00	.00	.00
10-39-350	Charge for Service - CDRA	10,300	25,805	26,483	23,862	24,756	20,334	16,871	14,334
Budget notes:									
~2015 < 36th St. and Wash. Blvd.									

Account Number	Account Title	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2013-14	2014-15
		Prior year 5 Actual	Prior year 4 Actual	Prior year 3 Actual	Prior year 2 Actual	Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-39-360	Admin Fee From Ambulance Fund	.00	.00	.00	.00	.00	.00	.00	.00
10-39-400	Charge for Service - Water Fnd	126,147	145,454	152,724	153,093	107,160	117,458	88,092	117,458
10-39-410	Charge for Service - Sewer Fnd	173,335	195,002	204,744	208,224	143,316	154,700	116,028	154,700
10-39-420	Charge for Svc - Storm Drn Fnd	135,134	150,391	157,908	157,236	110,064	120,447	90,335	120,447
10-39-430	Charge for Service - Grbge Fnd	80,659	88,692	98,448	96,375	86,736	91,418	68,562	91,418
10-39-440	Charge for Service - Amb Fnd	71,998	75,598	79,368	67,110	55,548	57,224	42,921	57,224
10-39-700	Appropriated Fund Bal-Class C	.00	.00	25,083	.00	.00	.00	.00	.00
10-39-800	Appropriated Fund Balance	.00	.00	.00	.00	.00	145,411	.00	.00
Total CHARGE FOR SERVICE & TRANSFERS:		2,774,279	680,942	920,340	705,900	1,513,334	881,491	580,563	555,581
Total Revenue:		10,642,958	8,392,509	8,538,702	8,711,779	9,797,717	9,409,830	6,808,280	8,973,412
COUNCIL									
10-41-110	Salaries and Wages	109,594	109,774	111,199	111,494	112,444	114,732	95,382	116,896
10-41-130	Employee Benefits	18,089	18,208	19,033	18,454	20,566	21,567	18,966	23,871
10-41-210	Bookes, Subscrip.& Memberships	9,404	9,064	8,734	7,723	8,092	9,225	8,422	9,225
10-41-220	Public Notices	.00	.00	.00	.00	.00	.00	.00	.00
10-41-230	Travel & Training	17,229	9,879	4,634	6,501	5,744	7,004	7,094	7,004
10-41-240	Supplies	62	1,382	11	360	1,600	500	1,157	500
10-41-280	Telephone	.00	.00	300	825	900	900	825	900
10-41-300	Other Professional Services	.00	1,370	255-	.00	59	500	465	500
10-41-329	Computer Repairs	.00	.00	.00	.00	.00	.00	.00	.00
10-41-700	Small Equipment	.00	.00	.00	160	.00	.00	300	.00
10-41-750	Capital Outlay	.00	.00	.00	.00	.00	.00	.00	.00
Budget notes: ~2015 3,400 council room projector 7,000 - 7 iPads									
Total COUNCIL:		154,378	149,676	143,657	145,517	149,405	154,428	132,611	158,896
LEGAL DEPARTMENT									
10-42-110	Salaries and Wages	69,560	69,334	58,458	57,485	58,347	61,522	47,880	69,511
10-42-112	Overtime	.00	.00	.00	.00	.00	.00	.00	.00
10-42-120	Temporary Employees	.00	.00	1,500	.00	.00	2,000	.00	2,000
10-42-130	Employee Benefits	13,224	12,381	12,888	12,190	13,917	15,492	12,387	17,290
10-42-210	Books, Subscriptions & Member	1,061	2,486	565	884	1,247	1,500	1,360	800
10-42-220	Public Notices	.00	.00	.00	.00	.00	.00	.00	.00
10-42-230	Travel & Training	3,302	.00	615	1,163	75	1,300	278	2,000

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
10-42-240	Supplies	351	.00	.00	129	36	500	.00	500
10-42-280	Telephone	480	480	480	480	480	900	825	900
10-42-300	Professional & Technical Serv.	.00	.00	.00	.00	.00	.00	.00	.00
10-42-320	Prosecutorial Fees	800	600	1,200	1,200	1,800	1,800	800	1,800
10-42-329	Computer Repairs	.00	.00	.00	.00	.00	.00	.00	.00
10-42-330	Witness Fees	.00	.00	.00	.00	.00	.00	.00	.00
10-42-750	Capital Outlay	.00	.00	.00	.00	.00	.00	.00	.00
Total LEGAL DEPARTMENT:		88,778	85,281	75,705	73,531	75,902	85,014	63,530	94,801
Court Department									
10-43-110	Salaries & Wages	103,976	106,214	106,874	107,435	117,876	131,616	103,169	134,751
10-43-112	Overtime	.00	.00	.00	.00	.00	.00	.00	.00
10-43-130	Employee Benefits	19,545	20,084	20,829	28,495	42,577	49,428	44,309	57,222
10-43-210	Books, Subscriptions, & Mbrshp	601	315	329	25	441	500	358	500
10-43-230	Travel & Training	2,390	2,195	558	1,129	571	150	75	750
10-43-240	Office Supplies	832	2,128	129	1,000	452	1,235	1,234	1,000
10-43-250	Transportation Fees	.00	260	195	.00	.00	.00	.00	.00
10-43-275	State Surcharge	199,013	176,504	141,571	166,784	165,849	167,165	118,673	170,000
10-43-300	Public Defender Fees	7,219	6,800	6,000	9,800	14,200	14,400	10,300	15,000
10-43-305	Wasatch Constable Contract	.00	.00	3,752	4,996	3,073	750	250	5,000
10-43-310	Professional & Technical	1,658	1,009	3,055	1,571	2,335	3,000	2,928	2,000
10-43-329	Computer Repairs	.00	.00	.00	677	390	250	153	250
10-43-330	Witness Fees	1,591	1,702	999	1,277	777	1,300	833	1,300
10-43-649	Lease Interest/Taxes	.00	.00	129	583	524	635	549	579
10-43-650	Lease Payments	.00	.00	330	1,318	1,958	1,950	1,730	2,007
10-43-700	Small Equipment	.00	.00	.00	965	671	750	665	100
10-43-750	Capital Outlay	.00	.00	9,176	14,777	1,576	7,300	7,298	.00
Total Court Department:		336,823	317,210	293,925	340,832	353,269	380,429	292,523	390,459
ADMINISTRATION									
10-44-110	Salaries and Wages	439,676	383,917	397,447	454,592	470,105	480,406	409,157	505,011
10-44-112	Overtime	.00	.00	.00	.00	.00	.00	.00	.00
10-44-130	Employee Benefits	154,441	130,484	147,666	167,625	186,810	233,143	173,722	254,820
10-44-210	Books, Subscriptions & Member	2,736	2,009	2,873	4,014	3,452	4,000	2,703	4,000
10-44-220	Public Notices	.00	.00	.00	.00	.00	.00	.00	.00
10-44-230	Travel & Training	19,666	7,868	10,749	11,428	15,850	16,800	10,859	17,000
10-44-240	Office Supplies & Miscell	8,962	5,939	4,960	6,329	5,536	6,500	5,886	6,500

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
10-44-245	Clothing Allowance	.00	.00	.00	.00	.00	.00	.00	.00
10-44-247	Car Allowance	.00	.00	5,400	5,400	5,400	5,400	6,337	5,400
10-44-248	Vehicle Maintenance	.00	.00	.00	20	342	225	105	250
10-44-280	Telephone	1,456	1,574	2,677	3,991	3,948	5,400	4,609	3,800
10-44-300	Gas, Oil & Tires	.00	.00	.00	1,982	1,645	1,680	1,581	1,180
10-44-310	Professional & Technical	5,295	7,491	6,305	11,976	7,347	8,600	8,092	8,600
10-44-329	Computer Repairs	.00	.00	.00	971	235	150	24	250
10-44-330	Education	.00	.00	.00	.00	.00	.00	.00	.00
10-44-600	Service Charges	14,463	20,203	23,296	27,773	36,325	33,900	32,128	36,000
10-44-649	Lease Interest/Taxes	.00	76	46	.00	821	1,981	1,788	1,371
10-44-650	Lease Payments	5,600	5,600	5,133	.00	5,994	5,439	5,158	6,049
10-44-700	Small Equipment	130	.00	162	255	1,432	.00	.00	.00
10-44-750	Capital Outlay	.00	4,587	.00	.00	23,315	.00	.00	.00
Total ADMINISTRATION:		652,426	569,748	606,714	696,358	768,558	803,624	662,149	850,231
Information Technology									
10-45-110	Salaries & Wages	51,517	64,032	56,254	.00	.00	.00	.00	.00
10-45-112	Overtime	10	.00	.00	.00	.00	.00	.00	.00
10-45-130	Employee Benefits	19,924	27,576	16,543	.00	.00	.00	.00	.00
10-45-210	Subscripns, Books & Mbrships	1,038	538	1,127	.00	.00	.00	.00	.00
10-45-230	Travel & Training	1,547	.00	.00	.00	.00	.00	.00	.00
10-45-310	Professional & Technical	.00	.00	125	.00	.00	.00	.00	.00
10-45-321	I/T Supplies	6,859	6,061	3,774	.00	.00	.00	.00	.00
10-45-322	I/T Contracts	50,902	30,136	28,414	.00	.00	.00	.00	.00
10-45-323	MDT/Computer Repairs	.00	4,559	1,877	.00	.00	.00	.00	.00
10-45-324	Telephone	.00	23,034	27,442	.00	.00	.00	.00	.00
10-45-325	Computer Repairs	.00	.00	2,302	.00	.00	.00	.00	.00
10-45-326	Radio Repairs	.00	.00	.00	.00	.00	.00	.00	.00
10-45-649	Lease Interest/Taxes	.00	1,063	847	.00	.00	.00	.00	.00
10-45-650	Lease Payments	.00	6,677	37,291	.00	.00	.00	.00	.00
10-45-700	Small Equipment	4,002	.00	.00	.00	.00	.00	.00	.00
10-45-750	Capital Outlay	30,944	4,840	145,522	.00	.00	.00	.00	.00
Total Information Technology:		166,744	168,515	321,519	.00	.00	.00	.00	.00
NON-DEPARTMENTAL									
10-49-130	Retirement Benefits	5,700	24,502	44,484	35,734	65,684	59,671	54,959	59,762

Budget notes:

~2015 London - 2,000 + 12,083

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
10-49-620	Youth City Council	4,410	4,085	5,144	2,411	2,622	4,000	1,899	4,000
10-49-649	Lease Interest/Taxes	.00	.00	.00	465	.00	3,783	3,783	1,973
10-49-650	Lease Payments	.00	.00	.00	7,305	23,980	20,201	20,200	22,010
10-49-700	Small Equipment	.00	.00	.00	2,409	1,550	5,375	5,192	.00
10-49-750	Capital Outlay	.00	.00	.00	5,575	75,031	56,700	54,816	.00
Budget notes:									
~2015 26,000 - network switches									
3,800 - Dell back-up software									
3,200 - fax server									
26,190 - Laserfiche upgrade									
11,200 - back-up software									
Total NON-DEPARTMENTAL:		447,051	360,870	368,716	411,094	548,677	564,855	759,014	568,831
ELECTIONS									
10-50-120	Election Judges	.00	.00	.00	2,700	.00	2,700	2,232	.00
10-50-240	Supplies	.00	11,768	.00	8,656	.00	8,656	4,203	.00
Total ELECTIONS:		.00	11,768	.00	11,356	.00	11,356	6,435	.00
BUILDING AND GROUNDS									
10-51-260	Senior Center Maint & Util	10,899	10,447	11,133	12,568	9,922	12,000	7,217	12,000
Budget notes:									
~2015 HVAC upgrade - 25,000									
10-51-262	Old City Hall Utilities	9,183	9,769	9,114	9,841	7,501	11,000	5,483	11,000
10-51-263	Fire Station #82 Utilities	6,843	7,054	8,044	8,024	7,601	7,500	6,158	7,500
10-51-264	Station #82 Maintenance	.00	.00	.00	1,672	1,529	2,000	929	2,000
10-51-265	Cleaning Contract	46,203	47,870	36,513	24,186	22,709	27,000	15,565	27,000
10-51-266	Elevator Maintenance	2,954	4,385	4,439	4,663	4,841	5,030	4,983	6,000
10-51-270	New City Hall Maintenance	23,064	32,718	24,953	56,596	21,446	25,000	14,464	25,000
Budget notes:									
~2015 parking lot crack/slurry - 15,000									
10-51-275	New City Hall Utilities	88,762	72,452	61,743	60,796	64,245	64,500	49,009	64,500
10-51-280	Old City Building Repairs	335	19,162	1,429	1,466	1,187	12,500	388	12,000
Budget notes:									
~2015 furnace - 16,000									
parking lot - 10,000									
10-51-750	Capital Outlay	.00	.00	.00	.00	30,445	41,900	3,952	.00
Budget notes:									
~2015 council bullet proof glass - 46,000									

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
Total BUILDING AND GROUNDS:		<u>188,242</u>	<u>203,858</u>	<u>157,368</u>	<u>179,811</u>	<u>171,425</u>	<u>208,430</u>	<u>108,148</u>	<u>167,000</u>
PLANNING & ZONING									
10-52-120	Commission Allowance	2,750	2,300	.00	575	1,925	3,800	675	<u>3,800</u>
10-52-210	Books, Subscrip, Memberships	351	464	225	311	.00	300	.00	<u>300</u>
10-52-220	Public Notices	.00	.00	.00	.00	.00	.00	.00	<u>.00</u>
10-52-230	Travel & Training	1,069	240	60	66	1,106	1,500	81	<u>1,500</u>
10-52-240	Special Dept. Supplies	.00	.00	.00	.00	.00	.00	.00	<u>.00</u>
10-52-310	Professional & Technical Servi	18,820	17,769	4,099	4,087	40,139	42,000	48,830	<u>50,000</u>
Budget notes:									
~2015 6,000 - appraisal of Club Heights property									
10-52-750	Capital Outlay	.00	.00	.00	.00	.00	.00	.00	<u>.00</u>
Total PLANNING & ZONING:		<u>22,989</u>	<u>20,773</u>	<u>4,384</u>	<u>5,038</u>	<u>43,170</u>	<u>47,600</u>	<u>49,586</u>	<u>55,600</u>
DEPARTMENT OF PUBLIC SAFETY									
10-55-110	Full time wages - Police	1,271,878	1,281,578	1,161,824	1,163,688	1,136,077	1,163,719	947,827	<u>1,195,203</u>
Budget notes:									
~2015 New employee - \$136,808									
Strike force employee - \$104,469									
10-55-111	Part time wages - Police	68,759	94,513	92,431	94,965	82,925	34,447	35,001	<u>44,472</u>
10-55-112	Overtime wages - Police	26,975	24,831	50,517	42,307	25,292	39,040	31,910	<u>29,801</u>
10-55-113	Special Functions - Police	146,598	148,043	122,695	122,770	130,930	134,697	107,898	<u>131,158</u>
10-55-114	Bailiff Wages	10,553	5,525	4,638	3,795	7,507	10,524	11,206	<u>13,444</u>
10-55-115	Animal Control Wages	36,421	36,793	37,495	37,523	39,738	44,611	38,092	<u>58,219</u>
10-55-116	Crossing Guards	2,810	2,860	2,650	.00	.00	27,115	10,952	<u>27,914</u>
10-55-117	Full time wages - Fire	509,307	496,334	475,341	538,752	526,577	.00	.00	<u>.00</u>
10-55-118	Part time wages - Fire	167,510	188,298	191,576	217,086	193,655	.00	.00	<u>.00</u>
10-55-119	Overtime wages - Fire	58,425	49,692	51,417	44,862	67,039	.00	.00	<u>.00</u>
10-55-130	Benefits - DPS	938,127	1,040,915	985,491	993,858	1,081,106	909,653	758,297	<u>978,642</u>
10-55-131	WTC - A/C Contract	.00	.00	.00	.00	28,170	31,535	30,130	<u>32,482</u>
10-55-132	Liquor Funds Expenditures	.00	.00	.00	.00	8,253	19,500	7,899	<u>19,500</u>
10-55-150	Death Benefit Ins. - Police	399	399	351	351	351	400	351	<u>400</u>
10-55-151	Death Benefit Ins. - Fire	.00	.00	.00	.00	.00	.00	.00	<u>.00</u>
10-55-210	Mbrshps, Bks & Sub - Police	463	1,440	1,055	3,108	1,264	4,470	2,984	<u>5,000</u>
10-55-211	Mbrshps, Bks & Sub - Fire	.00	.00	.00	.00	1,050	.00	.00	<u>.00</u>
10-55-230	Travel & Training - Police	26,906	20,716	14,809	14,032	9,177	14,500	11,343	<u>16,500</u>
10-55-231	Travel & Training - Fire	1,334	1,466	910	6,837	7,919	.00	.00	<u>.00</u>

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
10-55-240	Office Supplies - Police	6,691	6,506	5,231	6,084	3,774	5,000	2,666	5,300
10-55-241	Office Supplies - Fire	.00	.00	.00	.00	1,898	.00	.00	.00
10-55-243	Special Dept. Supplies - Fire	.00	.00	.00	75	8,827	.00	.00	.00
10-55-244	Clothing Contract - Fire	.00	.00	.00	.00	20,309	.00	.00	.00
10-55-245	Clothing Contract - Police	67,575	35,851	47,706	33,037	12,316	10,000	9,106	20,602
10-55-246	Special Dept Supplies - Police	29,743	15,605	17,695	18,965	12,325	9,810	6,762	14,000
10-55-247	Animal Control Costs	.00	12,010	14,039	13,140	34,033	31,775	27,061	32,174
Budget notes:									
~2015 vouchers - 18,000									
washer/dryer - microchips - shelter maintenance - 2,000 each									
immunizations - 2,500									
vet & others - 1,000 each									
10-55-248	Vehicle Maintenance - Police	50	86	.00	38,403	19,619	15,000	13,634	15,000
10-55-249	Vehicle Maintenance - Fire	.00	.00	.00	16,038	12,304	.00	.00	.00
10-55-250	Equipment Maintenance - Police	699	319	1,710	1,403	696	500	38	2,000
10-55-252	Equipment Maintenance - Fire	5,650	4,879	11,067	5,022	4,706	.00	.00	.00
10-55-280	Telephone/Internet - Police	42,296	41,025	28,313	33,209	27,571	26,400	21,926	27,972
10-55-281	Telephone/Internet - Fire	.00	.00	.00	112	7,280	.00	.00	.00
10-55-300	Gas, Oil & Tires - Police	.00	.00	.00	76,340	85,923	85,000	49,267	85,000
10-55-301	Gas, Oil & Tires - Fire	.00	.00	.00	15,872	13,313	.00	.00	.00
10-55-310	Professional & Tech - Police	52,171	30,256	31,293	46,580	26,536	28,114	21,104	32,401
Budget notes:									
~2015 UCAN - 15,450									
SWAT - 2,000									
Iworqs - 1,000									
gun range - 2,060									
other contracts - 2,000									
10-55-311	Professional & Tech. - Fire	.00	.00	.00	.00	15,064	.00	.00	.00
10-55-323	MDT/Radio Repairs	.00	.00	.00	941	.00	1,250	334	.00
10-55-329	Computer Repairs - Police	.00	.00	.00	1,149	807	900	401	3,246
10-55-330	Computer Repairs - Fire	.00	.00	.00	.00	598	.00	.00	.00
10-55-350	Crime Scene Investigations	25,047	25,755	26,369	27,079	31,281	30,000	30,000	31,000
Budget notes:									
~2015 CSI - 31,000									
10-55-400	Weber/Morgan Strike Force	.00	.00	.00	.00	8,380	9,000	8,380	9,200
10-55-401	Emergency Mgmt. Plan	840	2,046	2,237	2,048	2,574	.00	107	.00
10-55-450	K-9	909	1,408	487	485	857	3,250	2,080	3,000
10-55-460	Dare	2,316	2,012	2,227	1,248	1,945	.00	.00	.00
10-55-470	Community Education - Police	3,816	1,889	4,667	2,664	824	950	532	2,450

Account Number	Account Title	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2013-14	2014-15
		Prior year 5 Actual	Prior year 4 Actual	Prior year 3 Actual	Prior year 2 Actual	Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-55-471	Community Education - Fire	.00	.00	.00	.00	760	.00	34-	.00
10-55-475	Youth Court Expenses	.00	978	1,094	1,118	.00	1,200	336	1,500
10-55-649	Lease Interest/Taxes	.00	1,854	941	16,143	4,635	12,660	6,145	6,351
10-55-650	Lease Payments - Police	23,555	21,606	21,522	143,105	201,486	151,025	28,210	135,564
10-55-651	Lease Payments - Fire	.00	.00	.00	198,199	4,994	.00	.00	.00
10-55-700	Small Equipment - Police	1,550	1,099	730	4,012	27,844	46,289	42,879	10,000
10-55-701	Small Equipment - Fire	4,069	.00	1,735	3,670	14,286	.00	.00	.00
10-55-750	Capital Outlay - Police	62,549	1,500	14,129	25,469	664,006	55,486	77,355	.00
Budget notes:									
~2015 replace 3 vehicles and get license plate reader for \$75,000									
year 2 of radio replacement - \$42,230									
radar trailer - \$15,000									
10-55-751	Capital Outlay - Fire	2,764	.00	23,156	5,500	40,530	.00	.00	.00
Total DEPARTMENT OF PUBLIC SAFETY:		3,598,755	3,600,088	3,449,548	4,021,043	4,659,332	2,957,820	2,342,178	2,989,495
TRAFFIC									
10-56-110	SALARIES AND WAGES	.00	.00	.00	.00	.00	.00	.00	.00
10-56-112	OVERTIME	.00	.00	.00	.00	.00	.00	.00	.00
10-56-130	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00	.00	.00
Total TRAFFIC:		.00	.00	.00	.00	.00	.00	.00	.00
FIRE PROTECTION									
10-57-110	Salaries & Wages	.00	.00	.00	.00	.00	567,004	477,413	600,626
10-57-111	Part Time Wages	.00	.00	.00	.00	.00	178,094	148,607	201,652
10-57-112	Overtime	.00	.00	.00	.00	.00	48,975	49,686	43,643
10-57-130	Employee Benefits	.00	.00	.00	.00	.00	331,192	270,819	349,795
10-57-150	Health & Wellness Program	.00	.00	.00	.00	.00	.00	.00	14,000
10-57-210	Memberships, Books & Subscrip	.00	.00	.00	.00	.00	1,450	1,455	1,660
10-57-230	Travel & Training	.00	.00	.00	.00	.00	8,212	5,030	8,900
10-57-240	Office Supplies & Expense	.00	.00	.00	.00	.00	2,200	1,655	2,266
10-57-245	Clothing Contract	.00	.00	.00	.00	.00	20,000	13,595	24,000
10-57-246	Special Department Supplies	.00	.00	.00	.00	.00	8,500	3,594	8,755
10-57-250	Vehicle Maintenance	.00	.00	.00	.00	.00	15,680	9,400	13,000
10-57-255	Other Equipment Maintenance	.00	.00	.00	.00	.00	7,000	458	7,500
10-57-280	Telephone/Internet	.00	.00	.00	.00	.00	7,000	5,348	7,250
10-57-300	Gas, Oil & Tires	.00	.00	.00	.00	.00	11,320	5,983	14,000
10-57-310	Professional & Technical	.00	.00	.00	.00	.00	15,000	10,038	19,000

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
10-57-320	Computer Repairs	.00	.00	.00	.00	.00	.00	.00	.00
10-57-330	Fire Prevention/ Community Edu	.00	.00	.00	.00	.00	1,300	362	1,500
10-57-400	Emergency Management Planning	.00	.00	.00	.00	.00	6,321	3,631	500
10-57-649	Lease Interest/Taxes	.00	.00	.00	.00	.00	788	788	411
10-57-650	Lease Payments	.00	.00	.00	.00	.00	4,206	4,206	4,583
10-57-700	Small Equipment	.00	.00	.00	.00	.00	11,300	8,385	7,740
10-57-750	Capital Outlay	.00	.00	.00	.00	.00	.00	1,118	.00

Budget notes:

~2015 chief command truck - 28,000
 fire engine - 525,000
 deputy chief command truck - 28,000
 brush truck - 69,000

Total FIRE PROTECTION:

.00	.00	.00	.00	.00	.00	1,245,542	1,021,571	1,330,781
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INSPECTION SERVICES

10-58-110	Salaries and Wages	61,277	62,589	63,337	63,371	64,512	66,003	54,551	67,979
10-58-112	Overtime	.00	.00	.00	.00	.00	.00	.00	.00
10-58-130	Employee Benefits	22,398	23,814	26,480	27,112	30,056	33,231	29,934	36,180
10-58-210	Books, Subscrip. & Memberships	2,636	758	946	1,267	1,095	1,575	1,470	1,575
10-58-220	Public Notices	.00	.00	.00	.00	.00	.00	.00	.00
10-58-230	Travel & Training	5,268	5,075	2,559	3,359	2,673	2,900	1,939	2,900
10-58-240	SUPPLIES	656	564	514	330	97	945	548	945
10-58-245	Clothing Allowance	.00	.00	450	.00	278	278	.00	278
10-58-248	Vehicle Maintenance	.00	.00	.00	317	126	66	.00	500
10-58-280	CELLULAR PHONE	1,461	1,570	1,240	1,265	1,134	1,260	744	1,260
10-58-300	Gas, Oil & Tires	.00	.00	.00	1,828	2,903	2,484	1,042	3,000
10-58-315	PROFESSIONAL & TECHNICAL	119	.00	35	.00	14,662	.00	.00	.00
10-58-329	Computer Repairs	.00	.00	.00	.00	.00	.00	.00	.00
10-58-649	Lease Interest/Taxes	.00	.00	.00	.00	.00	111	111	58
10-58-650	Lease Payments	.00	.00	.00	.00	703	592	592	645
10-58-700	Small Equipment	.00	.00	.00	.00	.00	.00	150	.00
10-58-750	CAPITAL OUTLAY	.00	1,653	.00	.00	2,098	.00	.00	.00

Total INSPECTION SERVICES:

93,816	96,024	95,561	98,850	120,336	109,445	91,081	115,320
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STREETS

10-60-110	Salaries and Wages	157,446	162,301	112,951	167,217	173,573	177,753	144,376	182,147
10-60-112	Overtime	6,785	5,832	2,983	984	2,434	4,000	1,581	7,000

Account Number	Account Title	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2013-14	2014-15
		Prior year 5 Actual	Prior year 4 Actual	Prior year 3 Actual	Prior year 2 Actual	Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-60-130	Employee Benefits	56,213	55,643	48,225	69,594	80,152	99,635	81,407	108,508
10-60-210	Books, Subscrip. Memberships	.00	.00	.00	648	253	1,000	925	1,500
10-60-220	Public Notices	.00	.00	.00	.00	.00	.00	.00	.00
10-60-230	Travel & Training	4,258	2,123	2,130	2,107	5,301	5,500	2,173	5,500
10-60-240	Office Supplies & Expense	.00	.00	.00	78	20	500	250	1,000
10-60-245	Clothing/Uniform/Equip. Allow.	1,947	1,598	1,013	5,009	2,905	4,000	1,359	4,000
10-60-248	Vehicle Maintenance	.00	.00	.00	22,759	15,339	17,132	13,310	15,000
10-60-260	Building & Grounds Maintenance	.00	.00	.00	549	1,447	13,850	564	5,000
10-60-270	Utilities	35,000	69,103	72,362	67,570	76,620	68,500	61,168	75,000
10-60-280	Telephone	.00	592	.00	1,995	2,579	3,200	1,051	4,000
10-60-300	Gas, Oil & Tires	.00	.00	.00	24,643	26,308	22,010	13,177	25,000
10-60-310	Professional	6,666	6,009	4,913	9,333	13,512	11,000	9,693	24,000
Budget notes:									
~2015 street tree maintenance - 12,000									
10-60-329	Computer Repairs	.00	.00	.00	100	.00	500	.00	.00
10-60-400	Class C Maintenance	78,613	62,014	53,697	62,165	50,874	85,000	44,155	85,000
10-60-480	Special Department Supplies	13,625	7,272	9,446	10,970	11,510	11,000	8,161	11,000
10-60-490	Salt and Sand	.00	.00	.00	.00	.00	.00	.00	.00
10-60-510	Glasmann Way	.00	.00	.00	.00	.00	.00	.00	.00
10-60-600	Siemens Streetlight Lease	.00	.00	.00	.00	.00	26,645	70,144	35,527
Budget notes:									
~2015 lease payments - 35,527									
10-60-649	Lease Interest/Taxes	.00	.00	.00	777	214	3,475	.00	2,623
10-60-650	Lease Payments	.00	.00	.00	12,372	79,670	69,071	2,526	69,923
10-60-700	Small Equipment	.00	.00	.00	311	2,385	1,000	800	1,000
Budget notes:									
~2015 street sign upgrade - 14,075									
10-60-725	Sidewalk Replacements	.00	.00	.00	.00	.00	.00	6,065	20,000
10-60-730	Street Light Maintenance	.00	.00	.00	.00	.00	6,200	9,280	10,000
10-60-750	Capital Outlay	18,829	11,334	27,956	123,587	254,839	91,438	121,188	.00
Budget notes:									
~2015 remodel public works shop - 300,000									
new computers - 14,000									
4 pieces of equipment - 61,700 (unspecified)									
Total STREETS:		379,382	383,821	335,675	582,765	799,933	722,409	593,352	692,728
FLEET MANAGEMENT									
10-65-110	Salaries and Wages	54,870	56,046	56,701	.00	.00	.00	.00	.00

Account Number	Account Title	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2013-14	2014-15
		Prior year 5 Actual	Prior year 4 Actual	Prior year 3 Actual	Prior year 2 Actual	Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-65-112	Overtime	791	519	204	.00	.00	.00	.00	.00
10-65-120	Temporary Employees	.00	.00	.00	.00	.00	.00	.00	.00
10-65-130	Employee Benefits	21,301	22,692	25,189	.00	.00	.00	.00	.00
10-65-210	Books, Subscrip. & Memebership	752	.00	43	.00	.00	.00	.00	.00
10-65-220	Public Notices	.00	.00	.00	.00	.00	.00	.00	.00
10-65-230	Travel & Training	3,926	210	2,650	.00	.00	.00	.00	.00
10-65-240	Office Supplies	.00	.00	.00	.00	.00	.00	.00	.00
10-65-245	Clothing/Uniform/Equip. Allow.	630	630	690	.00	.00	.00	.00	.00
10-65-246	Speical Department Supplies	11,114	8,640	6,910	.00	.00	.00	.00	.00
10-65-250	Equipment Operation & Maint	68,031	61,073	60,192	.00	.00	.00	.00	.00
10-65-260	Building & Grounds Maintenance	613	436	357	.00	.00	.00	.00	.00
10-65-280	Telephone	571	622	631	.00	.00	.00	.00	.00
10-65-300	Gas, Oil, Tires	151,758	152,644	151,198	.00	.00	.00	.00	.00
10-65-301	Class 'c' Related Items	7,537	11,387	19,417	.00	.00	.00	.00	.00
10-65-310	Professional & Technical Servi	2,402	2,468	601	.00	.00	.00	.00	.00
10-65-400	Lease Payments	461,601	399,508	375,167	.00	.00	.00	.00	.00
10-65-649	Lease Interest/Taxes	.00	45,708	29,685	.00	.00	.00	.00	.00
10-65-750	Captial Outlay	.00	99,448	7,295	.00	.00	.00	.00	.00
Total FLEET MANAGEMENT:		785,897	862,032	736,931	.00	.00	.00	.00	.00
PARKS									
10-70-110	Salaries and Wages	209,467	213,238	201,346	202,411	197,574	208,405	168,833	172,742
10-70-112	Overtime	8,641	8,416	5,712	3,849	1,852	5,000	1,923	10,000
10-70-120	Temporary - Parks	20,449	19,913	17,663	14,121	9,219	15,000	8,324	25,676
10-70-125	Temporary - Recreation	35,709	38,836	33,765	47,391	51,102	49,348	44,758	.00
10-70-130	Employee Benefits	97,232	160,190	104,546	110,639	118,515	143,352	117,884	138,362
10-70-210	Books, Subscriptions & Mbrshps	470	.00	.00	396	728	1,000	940	1,000
10-70-225	Concession Expenses	3,315	4,513	2,587	3,793	2,611	2,400	1,319	.00
10-70-230	Travel & Training	6,478	4,538	666	2,060	2,494	3,000	2,938	5,500
10-70-240	Special Dept. Supplies - Parks	20,547	19,169	18,591	19,228	17,924	20,000	7,582	30,000
Budget notes:									
~2015 fertilizer - sprinkler repairs - playground repairs									
10-70-241	Comp League Expenses	.00	.00	.00	5,033	4,536	4,550	2,635	.00
10-70-242	Special Dept. Supplies - Rec.	25,492	20,174	33,715	29,281	28,802	28,283	17,281	.00
10-70-244	Office Supplies Expense	194	60	246	149	119	1,000	218	1,000
10-70-245	Clothing/Uniform/Equip. Allow.	1,170	1,694	2,700	1,538	3,248	3,100	2,348	3,100
10-70-248	Vehicle Maintenance	.00	.00	.00	9,870	10,002	6,369	6,061	5,000
10-70-250	Gym Facility Utilities/Opertns	.00	.00	.00	4,798	6,431	8,000	.00	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
10-71-210	Books, Subscriptions & Mbrshps	.00	.00	.00	.00	.00	.00	.00	.00
10-71-225	Concession Expenses	.00	.00	.00	.00	.00	.00	.00	4,000
10-71-230	Travel & Training	.00	.00	.00	.00	.00	.00	.00	.00
10-71-240	Office Supplies Expense	.00	.00	.00	.00	.00	.00	.00	.00
10-71-241	Comp League Expenses	.00	.00	.00	.00	.00	.00	.00	6,000
10-71-242	Special Dept. Supplies	.00	.00	.00	.00	.00	.00	.00	28,000
10-71-248	Vehicle Maintenance	.00	.00	.00	.00	.00	.00	.00	.00
10-71-250	Gym Facility Utilities/Opertns	.00	.00	.00	.00	.00	.00	.00	8,000
10-71-280	Telephone/Internet	.00	.00	.00	.00	.00	.00	.00	.00
10-71-300	Gas, Oil & Tires	.00	.00	.00	.00	.00	.00	.00	.00
10-71-310	Professional & Technical	.00	.00	.00	.00	.00	.00	.00	.00
10-71-329	Computer Repairs	.00	.00	.00	.00	.00	.00	.00	.00
10-71-350	Officials Fees	.00	.00	.00	.00	.00	.00	.00	7,000
10-71-649	Lease Interest/Taxes	.00	.00	.00	.00	.00	.00	.00	.00
10-71-650	Lease Payments	.00	.00	.00	.00	.00	.00	.00	.00
10-71-700	Small Equipment	.00	.00	.00	.00	.00	.00	.00	.00
10-71-750	Capital Outlay	.00	.00	.00	.00	.00	.00	.00	.00
Total RECREATION:		.00	.00	.00	.00	.00	.00	.00	159,347
TRANSFERS									
10-80-230	Trans to Capital Improv Fund	2,097,896	56,967	.00	105,000	.00	.00	.00	.00
10-80-235	Trans to Capital Improve-Class	422,786	780,000	514,992	385,032	158,543	169,722	127,292	178,519
10-80-240	Transfer Class 'c' to Debt Ser	.00	.00	.00	.00	241,457	240,670	180,504	241,520
10-80-250	Transfer to Debt Service Fund	1,003,594	584,973	888,492	1,030,316	644,857	882,119	661,590	432,682
10-80-275	Trnfr to South Ogden Days Fund	43,000	48,600	46,010	41,000	41,000	36,000	27,000	36,000
Total TRANSFERS:		3,567,276	1,470,540	1,449,494	1,561,348	1,085,857	1,328,511	996,386	888,721
Total Expenditure:		10,983,988	8,856,840	8,532,688	8,669,425	9,466,066	9,409,830	7,675,500	8,973,412
GENERAL FUND Revenue Total:		10,642,958	8,392,509	8,538,702	8,711,779	9,797,717	9,409,830	6,808,280	8,973,412
GENERAL FUND Expenditure Total:		10,983,988	8,856,840	8,532,688	8,669,425	9,466,066	9,409,830	7,675,500	8,973,412
Net Total GENERAL FUND:		341,031-	464,331-	6,014	42,354	331,651	.00	867,220-	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
	Total Expenditures:	111,130	109,167	93,936	105,053	114,589	143,460	3,397	97,350
	Total Expenditure:	111,130	109,167	93,936	105,053	114,589	143,460	3,397	97,350
	South Ogden Days Fund Revenue Total:	105,465	107,821	96,170	101,443	104,829	143,460	39,025	97,350
	South Ogden Days Fund Expenditure Total:	111,130	109,167	93,936	105,053	114,589	143,460	3,397	97,350
	Net Total South Ogden Days Fund:	5,665-	1,346-	2,234	3,610-	9,760-	.00	35,628	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
DEBT SERVICE FUND									
REVENUE									
31-30-150	Transfer in from Class 'c'	.00	.00	.00	.00	241,457	240,670	180,504	241,520
31-30-300	Transfer From General Fund	1,003,594	584,973	888,492	1,030,316	644,857	882,119	661,590	432,682
31-30-400	Transfer from Capital Proj Fnd	100,000	100,000	115,154	193,168	129	.00	.00	.00
31-30-425	Interest Earned Class 'c' Bond	.00	.00	.00	.00	12,355	2,700	889	.00
31-30-450	Interest Earned - Gym bond DSR	.00	.00	.00	.00	1,230	850	80	900
31-30-800	Appropriated Fund Balance	.00	.00	.00	.00	.00	3,050	.00	455,700
Total REVENUE:		1,103,594	684,973	1,003,646	1,223,484	900,027	1,129,389	843,063	1,130,802
Total Revenue:		1,103,594	684,973	1,003,646	1,223,484	900,027	1,129,389	843,063	1,130,802
EXPENDITURES									
31-40-100	Administrative & Professional	3,200	4,800	4,800	4,800	4,800	6,600	3,050	6,600
31-40-150	Bond Payment - Principal	400,000	515,000	435,000	450,000	671,000	680,000	680,000	705,000
31-40-200	Interest on Bond	403,146	469,939	453,494	438,319	457,307	442,789	440,643	419,202
31-40-980	Retained Earnings	.00	.00	.00	.00	.00	.00	.00	.00
Total EXPENDITURES:		806,346	989,739	893,294	893,119	1,133,107	1,129,389	1,123,693	1,130,802
Total Expenditure:		806,346	989,739	893,294	893,119	1,133,107	1,129,389	1,123,693	1,130,802
DEBT SERVICE FUND Revenue Total:		1,103,594	684,973	1,003,646	1,223,484	900,027	1,129,389	843,063	1,130,802
DEBT SERVICE FUND Expenditure Total:		806,346	989,739	893,294	893,119	1,133,107	1,129,389	1,123,693	1,130,802
Net Total DEBT SERVICE FUND:		297,248	304,766-	110,352	330,365	233,079-	.00	280,630-	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
40-40-480	Transfer to General Fund	.00	.00	.00	.00	.00	.00	.00	.00
40-40-500	Transfer to Debt Service Fund	.00	.00	115,154	193,168	129	.00	.00	.00
40-40-550	Park Impact Fee Projects	.00	.00	.00	.00	.00	3,270	.00	3,775
40-40-700	Traffic Impact Fee Projects	.00	8,408	26,000	46,181	60,500	4,070	.00	4,375
40-40-850	Transfer to Retained Earnings	.00	.00	.00	.00	.00	1,213,408	.00	750
Total EXPENDITURES:		<u>1,533,636</u>	<u>3,736,027</u>	<u>1,041,496</u>	<u>468,416</u>	<u>731,609</u>	<u>2,408,105</u>	<u>1,013,619</u>	<u>187,419</u>
Total Expenditure:		<u>1,533,636</u>	<u>3,736,027</u>	<u>1,041,496</u>	<u>468,416</u>	<u>731,609</u>	<u>2,408,105</u>	<u>1,013,619</u>	<u>187,419</u>
CAPITAL IMPROVEMENTS Revenue Total:		<u>2,656,090</u>	<u>871,860</u>	<u>1,202,701</u>	<u>544,894</u>	<u>2,390,956</u>	<u>2,408,105</u>	<u>174,570</u>	<u>187,419</u>
CAPITAL IMPROVEMENTS Expenditure Total:		<u>1,533,636</u>	<u>3,736,027</u>	<u>1,041,496</u>	<u>468,416</u>	<u>731,609</u>	<u>2,408,105</u>	<u>1,013,619</u>	<u>187,419</u>
Net Total CAPITAL IMPROVEMENTS:		<u>1,122,454</u>	<u>2,864,167-</u>	<u>161,204</u>	<u>76,478</u>	<u>1,659,347</u>	<u>.00</u>	<u>839,049-</u>	<u>.00</u>

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
WATER FUND									
REVENUE									
51-30-100	Interest	3,174	181	334	539	559	550	5,371	500
51-30-105	Interest Earned I/Fees	614	181	111	29	93	95	138	80
51-30-150	Hydrant Rentals	900-	626	400-	312	800	250	610	300
51-30-200	Water Sales	1,049,426	1,017,524	1,045,854	1,401,869	1,379,566	1,442,014	1,017,467	1,442,014
51-30-210	Connection Fees Water	3,325	2,225	1,300	1,375	1,600	1,300	4,075	1,000
51-30-220	Water Impact Fees	35,540	15,515	7,830	5,198	11,503	3,000	13,877	2,500
51-30-225	Late Fees	34,417	39,241	43,702	44,754	44,808	40,500	31,489	41,500
51-30-700	Contract Services	7,496	.00	7,332	7,191	7,067	7,100	.00	7,100
51-30-880	Paint the Tanks Donations	.00	.00	250	2,000	1,114	.00	.00	.00
51-30-889	Appropriate Water I/F F/B	.00	.00	.00	.00	.00	.00	.00	.00
51-30-890	Appropriation of Fund Balance	.00	.00	.00	.00	.00	145,000	.00	.00
51-30-900	Uintah Highlands Wheeling Acc	.00	7,219	.00	.00	.00	.00	.00	.00
51-30-925	Misc. Revenue	11,528	.00	20,159	9,096	35	.00	19,200	.00
51-30-950	Non-Operating Capital Contrbtn	.00	.00	.00	60,782	84,227	12,688	13,500	.00
Total REVENUE:		1,144,620	1,082,713	1,126,472	1,533,145	1,531,372	1,652,497	1,105,726	1,494,994
Total Revenue:		1,144,620	1,082,713	1,126,472	1,533,145	1,531,372	1,652,497	1,105,726	1,494,994
EXPENDITURES									
51-40-110	Salaries and Wages	223,076	223,155	228,377	229,899	234,785	241,919	187,816	247,341
51-40-112	Overtime	8,997	9,884	8,580	6,303	7,510	12,000	5,137	12,000
51-40-130	Employee Benefits	95,933	103,906	113,784	156,904	138,742	136,529	107,943	149,169
51-40-140	Contract Services	.00	.00	.00	.00	.00	.00	.00	.00
51-40-210	Books, Subscript. & Membership	598	343	747	667	809	800	339	800
51-40-220	Public Notices	.00	.00	.00	.00	.00	230	.00	400
51-40-230	Travel & Training	4,691	3,248	4,422	3,832	2,963	5,000	3,526	7,000
51-40-240	Office Supplies	3,210	680	1,482	2,092	939	1,300	238	1,300
51-40-245	Clothing/Uniform/Equip. Allow.	600	750	3,830	1,194	1,563	4,500	1,724	4,500
51-40-248	Vehicle Maintenance	.00	.00	.00	2,449	9,232	5,584	5,549	4,500
51-40-260	Loss on Sale of Fixed Assets	.00	.00	.00	153,789	35,017	.00	.00	.00
51-40-270	Utilities	11,000	.00	.00	.00	.00	.00	.00	.00
51-40-280	Telephone	4,281	2,635	3,031	3,078	3,570	6,000	2,226	6,000
51-40-290	Building Maintenance	458	2,315	2,351	3,319	1,458	7,500	180	5,500
51-40-300	Gas, Oil & Tires	.00	.00	.00	13,999	13,071	14,635	7,570	17,095
51-40-310	Professional & Technical Servi	8,981	8,723	28,849	9,256	7,035	9,250	4,559	11,000

Account Number	Account Title	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2013-14	2014-15
		Prior year 5 Actual	Prior year 4 Actual	Prior year 3 Actual	Prior year 2 Actual	Prior year Actual	Current year Budget	Current year Actual	Future year Budget
51-40-970	Depreciation	137,440	146,978	140,626	171,167	158,932	141,400	106,056	.00
51-40-980	Contingency	.00	.00	.00	.00	.00	.00	.00	.00
51-40-990	Prior Year Adjustment	.00	.00	.00	.00	.00	.00	.00	.00
51-40-995	Retained Earnings	.00	.00	.00	.00	.00	.00	.00	322,961
Total EXPENDITURES:		928,626	885,377	1,387,663	1,242,897	1,474,160	1,652,497	1,215,532	1,494,994
Total Expenditure:		928,626	885,377	1,387,663	1,242,897	1,474,160	1,652,497	1,215,532	1,494,994
WATER FUND Revenue Total:		1,144,620	1,082,713	1,126,472	1,533,145	1,531,372	1,652,497	1,105,726	1,494,994
WATER FUND Expenditure Total:		928,626	885,377	1,387,663	1,242,897	1,474,160	1,652,497	1,215,532	1,494,994
Net Total WATER FUND:		215,994	197,336	261,191-	290,247	57,212	.00	109,805-	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
SANITARY SEWER									
REVENUE									
52-30-100	Interest Earned	3,174	363	223	359	373	300	2,675	325
52-30-105	Interest Earned - I/Fees	635	363	223	359	93	.00	.00	.00
52-30-200	Sewer Sales	1,004,629	1,139,974	1,186,980	1,472,843	1,718,240	1,755,025	1,277,965	1,755,025
52-30-220	Sewer Impact Fees	3,508	1,434	770	986	917	.00	.00	.00
52-30-230	APPROPRIATION FROM IMPACT FEE	.00	.00	.00	.00	.00	.00	77,771	.00
52-30-250	Connection Fees Sewer	1,900	1,500	700	800	1,100	900	2,300	800
52-30-880	Transfer from Cap Imp - Sewer	.00	.00	.00	.00	.00	.00	.00	.00
52-30-890	Appropriation of Fund Balance	.00	.00	.00	.00	.00	278,645	.00	.00
52-30-925	Misc. Revenue	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
52-30-950	Non-operating capital contrbtm	.00	.00	.00	1,616	24,540	.00	.00	.00
Total REVENUE:		1,019,846	1,149,634	1,194,895	1,482,964	1,751,263	2,040,870	1,366,711	1,762,150
Total Revenue:		1,019,846	1,149,634	1,194,895	1,482,964	1,751,263	2,040,870	1,366,711	1,762,150
EXPENDITURES									
52-40-110	Salaries and Wages	148,970	149,989	142,005	144,421	147,037	150,830	126,017	167,846
52-40-112	Overtime	12,258	10,034	13,362	9,814	8,363	12,500	10,240	12,500
52-40-130	Employee Benefits	61,511	58,715	69,427	79,912	74,156	82,702	70,152	90,710
52-40-140	Contract Services	.00	.00	.00	.00	.00	.00	.00	.00
52-40-210	Memberships	105	185	680	536	86	700	45	700
52-40-220	Public Notices	.00	.00	.00	.00	133	600	.00	600
52-40-230	Traveling & Training	2,222	977	395	75	1,482	2,500	815	5,000
52-40-240	Office Supplies	3,195	1,619	1,244	2,362	1,916	5,600	1,070	5,600
52-40-245	Clothing/Uniform/Equip. Allow.	750	600	2,382	3,037	2,086	3,600	3,783	3,600
52-40-248	Vehicle Maintenance	.00	.00	.00	1,013	5,219	994	315	5,000
52-40-270	Utilities	11,000	.00	.00	.00	.00	.00	.00	.00
52-40-280	Telephone	1,772	1,091	1,513	2,145	1,760	2,400	1,925	2,400
52-40-290	Building Maintenance	2,597	2,328	1,952	1,926	2,557	2,600	1,475	4,000
52-40-300	Gas, Oil & Tires	.00	.00	.00	6,350	4,917	6,695	3,789	7,000
52-40-309	Loss on Sale of Fixed Assets	.00	.00	1,042	.00	.00	.00	.00	.00
52-40-310	Professional & Technical	6,626	6,819	55,956	36,848	7,958	7,500	3,665	7,500
52-40-311	Bad Debts Expense	.00	1,355	629	3,149	834	.00	.00	.00
52-40-315	Sewer Lines Cleaning Service	49,967	48,103	49,573	49,516	50,000	50,000	5,068	50,000
52-40-320	Blue Stake Service	586	473	561	616	745	800	1,158	800
52-40-329	Computer Repairs	.00	.00	.00	.00	.00	500	.00	.00

Account Number	Account Title	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2013-14	2014-15
		Prior year 5 Actual	Prior year 4 Actual	Prior year 3 Actual	Prior year 2 Actual	Prior year Actual	Current year Budget	Current year Actual	Future year Budget
52-40-330	Education	.00	.00	.00	.00	.00	.00	.00	.00
52-40-400	Administration Due Gen Fund	.00	.00	.00	.00	.00	.00	.00	.00
52-40-480	Maintenance Supplies	11,868	5,512	3,169	4,888	2,119	15,100	848	15,100
52-40-550	Central Weber Sewer Pre-Trea	8,300	889	13,134	12,264	10,480	10,745	10,651	10,745
Budget notes:									
~2015 c/y 2014 - \$10,567									
52-40-610	Central Weber Sewer Fees	408,967	529,200	646,544	810,248	1,001,312	1,017,664	747,999	1,048,194
Budget notes:									
~2015 c/y 2014 - \$246,687/qtr = 986,748									
52-40-649	Lease Interest/Taxes	.00	.00	.00	181	.00	258	.00	195
52-40-650	Manhole Replacement	.00	.00	.00	.00	.00	24,475	820	24,475
52-40-651	Lease Payments	.00	.00	.00	.00	.00	4,900	.00	4,963
52-40-655	40th Street Pipe-bursting	.00	.00	.00	.00	.00	.00	.00	.00
52-40-665	Video & Fix Trouble Spots	.00	6,271	17,920	18,460	20,000	20,000	7,444	20,000
52-40-667	Pump House Deconstruction	.00	.00	.00	1,446	10,064	23,507	.00	3,000
52-40-670	Transfer to Regular CIP	.00	.00	.00	.00	.00	.00	.00	.00
52-40-680	Charge for Services - G/F	173,335	195,002	204,744	208,224	143,316	154,700	116,028	154,700
Budget notes:									
40K fleet									
90K adm fee									
16K postage									
6,640 retirement									
52-40-700	Small Equipment	.00	.00	.00	.00	1,193	.00	.00	15,000
52-40-702	Riverdale Road - Phase II	.00	.00	.00	.00	.00	.00	.00	.00
52-40-704	Reline Riverdale Road	.00	.00	.00	.00	.00	.00	.00	.00
52-40-705	Re-line 40th St - Club Heights	.00	.00	.00	.00	.00	.00	.00	.00
52-40-709	Edgewood Drive	.00	.00	.00	.00	.00	.00	.00	.00
52-40-750	Capital Outlay	.00	500	732	.00	24,540	365,000	350,555	.00
52-40-970	Depreciation	75,362	73,595	73,382	83,485	81,488	74,000	55,503	.00
52-40-980	Sewer Contingency	.00	.00	.00	.00	.00	.00	.00	.00
52-40-981	Impact Fee Contingency	106	170	.00	.00	16,913	.00	.00	.00
52-40-990	Retained Earnings	.00	.00	.00	.00	.00	.00	.00	102,522
Total EXPENDITURES:		979,496	1,093,426	1,300,344	1,480,918	1,604,758	2,040,870	1,519,365	1,762,150
Total Expenditure:		979,496	1,093,426	1,300,344	1,480,918	1,604,758	2,040,870	1,519,365	1,762,150
SANITARY SEWER Revenue Total:		1,019,846	1,149,634	1,194,895	1,482,964	1,751,263	2,040,870	1,366,711	1,762,150
SANITARY SEWER Expenditure Total:		979,496	1,093,426	1,300,344	1,480,918	1,604,758	2,040,870	1,519,365	1,762,150

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
	Net Total SANITARY SEWER:	40,350	56,208	105,449-	2,046	146,505	.00	152,654-	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
STORM DRAIN FUND									
REVENUE									
53-30-100	Interest	3,174	363	111	180	93	125	188	100
53-30-105	Interest Earned I/Fees	635	363	223	359	93	100	673	100
53-30-200	Storm Drain Revenue	386,657	387,180	387,581	545,343	547,161	533,291	410,088	533,291
53-30-220	Storm Drain Impact Fees	20,812	8,997	13,639	13,290	27,411	3,300	36,005	2,600
53-30-860	Transfer in from Water Fund	.00	.00	470,000	.00	.00	.00	.00	.00
53-30-880	Transfer from Cap Imp- Storm	.00	.00	.00	.00	.00	.00	.00	.00
53-30-885	Approp. of I/Fee Fund Balance	.00	.00	.00	.00	.00	180,000	.00	195,000
53-30-890	Appropriation of Fund Balance	.00	.00	.00	.00	.00	45,000	.00	191,640
53-30-925	Misc. Revenue	.00	.00	.00	212,500	.00	.00	.00	.00
53-30-950	Non-operating capital contrbtm	.00	.00	.00	300,530	104,227	6,344	6,750	.00
Total REVENUE:		411,278	396,903	871,553	1,072,202	678,985	768,160	453,705	922,731
Total Revenue:		411,278	396,903	871,553	1,072,202	678,985	768,160	453,705	922,731
EXPENDITURES									
53-40-110	Salaries and Wages	100,339	104,527	115,294	116,559	119,142	122,274	94,174	91,031
53-40-112	Overtime	14,806	10,506	9,171	7,827	8,455	11,000	5,500	11,000
53-40-120	Temporary Employees	.00	.00	.00	.00	.00	.00	.00	.00
53-40-130	Employee Benefits	47,049	53,625	69,694	70,343	77,110	87,253	65,297	67,559
53-40-140	Contact Service	.00	.00	.00	.00	.00	.00	.00	.00
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIP	.00	.00	.00	.00	.00	3,500	.00	4,000
53-40-220	Public Notice	.00	.00	.00	.00	.00	300	.00	300
53-40-230	Travel & Training	560	130	395	200	.00	4,000	874	4,500
53-40-240	Office Supplies	1,945	1,199	848	1,783	1,087	1,500	289	1,500
53-40-245	Clothing/Uniform/Equip. Allow.	1,572	1,610	2,088	153	1,031	4,700	992	4,700
53-40-248	Vehicle Maintenance	.00	.00	.00	1,438	1,227	1,175	105	2,000
53-40-270	Utilites	8,364	.00	.00	.00	.00	.00	.00	.00
53-40-280	Telephone	1,009	2,201	1,696	502	1,802	2,000	1,688	2,000
53-40-290	Building Maintence	280	426	722	561	744	8,100	1,532	5,000
53-40-300	Gas, Oil & Tires	.00	.00	.00	6,484	5,871	8,504	4,875	8,500
53-40-310	Prof & Tech Services	9,544	13,725	8,323	3,252	4,013	9,000	5,742	12,000
53-40-311	Bad Debts Expense	.00	482	89	1,025	116	.00	.00	.00
53-40-320	Blue Stake Servive	397	774	465	.00	419	1,100	215	1,100
53-40-329	Computer Repairs	.00	.00	.00	.00	.00	.00	.00	.00
53-40-400	System Maintenance Program	.00	.00	.00	13,393	27,495	35,000	12,978	35,000

Account Number	Account Title	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2013-14	2014-15
		Prior year 5 Actual	Prior year 4 Actual	Prior year 3 Actual	Prior year 2 Actual	Prior year Actual	Current year Budget	Current year Actual	Future year Budget
53-40-480	Special Department Supplies	2,369	88	1,828	1,129	200	4,000	1,924	4,000
53-40-649	Lease Interest/Taxes	.00	.00	.00	181	.00	1,195	.00	902
53-40-650	Lease Payments	.00	.00	.00	.00	.00	22,699	.00	22,992
53-40-655	Transfer to Capital Proj Fund	20,130	.00	.00	.00	.00	.00	.00	.00
53-40-665	40th St. Storm Drain Phase I	.00	.00	.00	.00	.00	234,569	.00	517,500
53-40-670	850 East CDBG City's %age	.00	.00	.00	.00	.00	.00	.00	.00
53-40-680	Charge for Services - G/F	135,134	150,391	157,908	157,236	110,064	120,447	90,335	120,447
Budget notes:									
45K fleet									
60K adm fee									
14K postage									
53-40-700	Small Equipment	.00	.00	.00	.00	1,193	.00	.00	1,000
53-40-701	Grant Ave Detention Basin -I/F	.00	.00	.00	.00	.00	.00	.00	.00
53-40-702	Edgewood Drive	.00	.00	.00	.00	.00	.00	.00	.00
53-40-703	Raymond Drive - CDBG	.00	.00	.00	.00	.00	.00	.00	.00
53-40-704	Riverdale Road Storm Drain	.00	.00	.00	.00	.00	.00	.00	.00
53-40-705	Slat Detention Basins	.00	.00	.00	.00	.00	.00	.00	.00
53-40-706	5100 S. Storm Drain	.00	.00	.00	.00	.00	45,000	55,890	.00
53-40-707	Adams Avenue Slide-Off	469,599	2,038	1,377	1,308	.00	.00	.00	.00
53-40-710	Burch Creek Damn Evaluation	.00	.00	.00	.00	.00	.00	.00	.00
53-40-750	Capital Outlay	6,780	.00	.00	.00	104,227	11,344	6,750	3,000
53-40-970	Depreciation	28,615	29,432	32,843	81,382	84,880	29,500	22,131	.00
53-40-980	Contingency	.00	.00	.00	.00	.00	.00	.00	.00
53-40-981	Impact Fee Contingency	1,339	.00	16,959	4,374	8,036	.00	19,959	2,700
53-40-990	Retained Earnings	.00	.00	.00	.00	.00	.00	.00	.00
Total EXPENDITURES:		849,830	367,077	419,699	469,130	557,111	768,160	391,250	922,731
Total Expenditure:		849,830	367,077	419,699	469,130	557,111	768,160	391,250	922,731
STORM DRAIN FUND Revenue Total:		411,278	396,903	871,553	1,072,202	678,985	768,160	453,705	922,731
STORM DRAIN FUND Expenditure Total:		849,830	367,077	419,699	469,130	557,111	768,160	391,250	922,731
Net Total STORM DRAIN FUND:		438,552	29,826	451,855	603,072	121,873	.00	62,455	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
GARBAGE FUND									
REVENUE									
54-30-100	Interest Earned	3,174	907	556	898	559	600	1,673	700
54-30-200	Garbage Fees	682,494	684,245	687,007	681,831	629,533	611,248	473,554	611,248
54-30-205	Recycling Fees	197,366	197,730	197,795	197,549	200,572	195,576	150,805	195,576
54-30-850	Misc. Rental	2,950	1,855	1,325	1,230	1,030	1,100	920	950
54-30-885	Abatement Fees	.00	2,079	.00	.00	329	.00	.00	.00
54-30-890	Appropriate Fund Balance	.00	.00	.00	.00	.00	14,186	.00	.00
54-30-925	Misc. Revenue	.00	.00	.00	.00	.00	.00	.00	.00
54-30-950	Non-operating Capital Contrbtn	.00	.00	.00	49,263	.00	21,315	.00	.00
Total REVENUE:		885,984	886,816	886,684	930,770	832,022	844,025	626,952	808,474
Total Revenue:		885,984	886,816	886,684	930,770	832,022	844,025	626,952	808,474
EXPENDITURES									
54-40-140	Contract Service	.00	.00	.00	.00	.00	.00	.00	.00
54-40-220	Public Notices	.00	.00	.00	203	.00	400	.00	.00
54-40-230	Traveling & Training	436	.00	.00	.00	.00	1,500	794	1,500
54-40-240	Office Supplies	3,165	691	3,216	3,425	1,898	3,032	305	3,500
54-40-248	Vehicle Maintenance	.00	.00	.00	943	1,632	1,265	1,164	1,000
54-40-280	Telephone	.00	.00	.00	.00	.00	.00	1,437	.00
54-40-290	Building Maintenance	367	1,144	1,998	.00	1,217	4,000	381	4,000
54-40-300	Gas, Oil & Tires	.00	.00	.00	6,127	5,746	7,130	2,311	7,130
54-40-310	Prof & Teach Services	225	202	279	450	760	700	75	1,000
54-40-311	Bad Debts Expense	.00	769	1,154	202	43	.00	.00	.00
54-40-400	Administration Due Gen Fund	.00	.00	.00	.00	.00	.00	.00	.00
54-40-420	Allied Waste - Contract Svc.	521,162	527,421	527,126	526,956	406,161	460,000	310,752	432,000
54-40-430	Tipping Fees	195,611	192,569	190,452	188,859	170,684	185,000	109,536	165,600
54-40-440	Additional Cleanups	11,627	10,249	8,945	10,198	4,379	15,000	1,112	15,000
54-40-450	Construction Materials Tipping	3,196	5,667	6,480	6,573	5,050	7,500	5,105	7,500
54-40-520	Tree Removal	1,940	7,817	.00	5,520	8,035	9,400	2,420	9,400
54-40-615	Junk Ordinance Enforcement	2,082	5,763	6,960	6,057	6,118	11,000	1,660	11,000
54-40-620	Transfer to Capital Proj Fund	.00	.00	174,174	.00	.00	.00	.00	.00
54-40-649	Lease Interest/Taxes	.00	.00	.00	1,221	.00	219	.00	165
54-40-650	Lease Payments	.00	.00	.00	.00	.00	4,146	.00	4,199
54-40-680	Charge for Services - G/F	80,659	88,692	98,448	96,375	86,736	91,418	68,562	91,418

Budget notes:

50K adm fee

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
	16K postage								
54-40-750	Capital Outlay	.00	.00	352-	.00	.00	21,315	.00	15,000
54-40-970	Depreciation	805	1,276	792	20,263	20,263	21,000	15,750	.00
54-40-990	Retained Earnings	.00	.00	.00	.00	.00	.00	.00	39,062
Total EXPENDITURES:		821,275	842,261	1,019,672	873,372	718,721	844,025	521,364	808,474
Total Expenditure:		821,275	842,261	1,019,672	873,372	718,721	844,025	521,364	808,474
GARBAGE FUND Revenue Total:		885,984	886,816	886,684	930,770	832,022	844,025	626,952	808,474
GARBAGE FUND Expenditure Total:		821,275	842,261	1,019,672	873,372	718,721	844,025	521,364	808,474
Net Total GARBAGE FUND:		64,709	44,556	132,988-	57,398	113,301	.00	105,588	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
58-40-330	EMS Education	.00	140	.00	.00	485	500	80	1,000
58-40-480	Special Department Supplies	1,560	1,109	2,529	1,109	1,109	2,530	1,239	3,230
58-40-490	Disposable Medical Supplies	23,461	15,068	14,066	18,532	24,308	26,000	15,604	26,900
58-40-500	Amortization Expense	.00	.00	.00	.00	.00	.00	.00	.00
58-40-649	Lease Interest/Taxes	.00	.00	.00	1,182	.00	1,748	.00	1,320
58-40-650	Lease Payments	.00	.00	.00	.00	.00	33,222	.00	33,651
58-40-680	Charge for Services - G/F	71,998	75,598	79,368	67,110	55,548	57,224	42,921	55,558
Budget notes:									
20K fleet									
20K adm fee									
58-40-695	TSF to General Fund	.00	.00	.00	.00	.00	.00	.00	.00
58-40-700	Small Equipment	.00	.00	.00	.00	.00	.00	.00	.00
58-40-750	Capital Outlay	5,846	.00	7,915	1,942	.00	188,520	186,794	23,000
Budget notes:									
~2015 new radios - \$25,000									
58-40-970	Depreciation	.00	.00	.00	22,534	22,763	23,000	17,253	16,000
58-40-980	Retained Earnings	.00	.00	.00	.00	.00	.00	.00	.00
Total EXPENDITURES:		598,674	474,247	555,986	610,491	551,622	856,512	566,782	659,457
Total Expenditure:		598,674	474,247	555,986	610,491	551,622	856,512	566,782	659,457
AMBULANCE FUND Revenue Total:		747,619	454,678	484,788	645,277	387,668	856,512	292,004	659,457
AMBULANCE FUND Expenditure Total:		598,674	474,247	555,986	610,491	551,622	856,512	566,782	659,457
Net Total AMBULANCE FUND:		148,945	19,569-	71,197-	34,786	163,954-	.00	274,778-	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
Community Developmnt & Renewal									
REVENUE									
61-30-100	Tax Inc. - Washington Blvd.	19,874	22,129	21,473	23,670	26,958	24,600	21,850	.00
61-30-110	Tax Inc. - 36th Street	116,950	121,193	124,922	127,679	124,809	114,500	102,835	.00
61-30-120	Tax Inc. - Wall Ave. NW Proj.	.00	.00	.00	.00	.00	.00	.00	.00
61-30-130	Tax Inc. - Hinckley Project	.00	.00	.00	.00	.00	.00	.00	.00
61-30-160	Interest - Washington Blvd	29	12	7	10	14	15	10	.00
61-30-170	Interest - 36th Street	168	66	40	54	65	55	49	.00
61-30-180	Interest - Wall Ave. NW	.00	.00	.00	.00	.00	.00	.00	.00
61-30-190	Interest - Hinckley	.00	.00	.00	.00	.00	.00	.00	.00
61-30-200	Interest Income	.00	.00	.00	.00	.00	.00	.00	.00
Total REVENUE:		137,021	143,400	146,442	151,413	151,846	139,170	124,744	.00
Source: 39									
61-39-400	Appropriation of Fund Balance	.00	.00	.00	.00	.00	.00	.00	3,500
Total Source: 39:		.00	.00	.00	.00	.00	.00	.00	3,500
Total Revenue:		137,021	143,400	146,442	151,413	151,846	139,170	124,744	3,500
EXPENDITURES									
61-40-400	Professional	527	.00	.00	1,120	2,254	1,500	4,667	3,500
61-40-401	Professional- Hinckley Proj	.00	.00	.00	.00	.00	.00	.00	.00
61-40-402	Professional- Northwest Proj	.00	.00	.00	.00	.00	.00	.00	.00
61-40-600	New RDA Projects	.00	45	.00	.00	.00	130,715	.00	.00
61-40-700	Payment to Costco/Kimco	.00	.00	.00	.00	.00	.00	.00	.00
61-40-710	Charge for Services - G/F	5,300	7,166	7,320	7,567	7,588	6,955	5,216	.00
61-40-810	Bond Principal Payment	.00	.00	.00	.00	.00	.00	.00	.00
61-40-820	Bond Interest Payments	.00	.00	.00	.00	.00	.00	.00	.00
61-40-830	Transfer to City Hall CPF	.00	.00	.00	.00	.00	.00	.00	.00
61-40-835	Transfer to Escrow Agent	.00	.00	.00	.00	.00	.00	.00	.00
61-40-850	Transfer to Debt Service Fund	100,000	100,000	.00	.00	.00	.00	.00	.00
Total EXPENDITURES:		105,827	107,211	7,320	8,688	9,842	139,170	9,882	3,500
Total Expenditure:		105,827	107,211	7,320	8,688	9,842	139,170	9,882	3,500
Community Developmnt & Renewal Revenue Total:		137,021	143,400	146,442	151,413	151,846	139,170	124,744	3,500

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
	Community Developmnt & Renewal Expenditure Total:	105,827	107,211	7,320	8,688	9,842	139,170	9,882	3,500
	Net Total Community Developmnt & Renewal:	31,194	36,188	139,123	142,725	142,004	.00	114,862	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
CDRA - NW Project Area									
Revenue									
67-30-100	Tax Increment	279,179	316,137	329,500	282,902	301,707	680,000	279,254	711,000
67-30-200	Sales Tax Revenue	.00	.00	.00	17,764	121,360	111,000	60,186	116,000
67-30-300	Interest Income	401	170	106	122	156	130	131	140
67-30-500	Transfer in from Housing Fund	.00	.00	.00	311,050	.00	.00	.00	.00
67-30-800	Appropriation of Fund Balance	.00	.00	.00	.00	.00	.00	.00	.00
Total Revenue:		279,579	316,307	329,607	611,838	423,223	791,130	339,571	827,140
Total Revenue:		279,579	316,307	329,607	611,838	423,223	791,130	339,571	827,140
Expenditures									
67-40-400	Professional & Technical	891	23	8,373	16,554	3,101	12,000	3,617	15,000
67-40-450	Payment to Costco/Kimco	95,000	95,000	95,000	95,000	95,000	95,000	.00	95,000
67-40-475	Tax Increment Incentives	.00	.00	.00	717,764	187,500	125,000	.00	125,000
67-40-480	Sales Tax Incentives	.00	.00	.00	.00	121,360	111,000	.00	116,000
67-40-500	Charge for Services - G/F	2,500	15,807	16,475	14,145	15,085	13,647	10,242	13,647
67-40-600	New CDRA Projects	.00	.00	311,051	.00	.00	434,483	.00	462,493
67-40-700	Transfer to Debt Service Fund	.00	.00	.00	.00	.00	.00	.00	.00
Total Expenditures:		98,391	110,829	430,899	843,463	422,046	791,130	13,859	827,140
Total Expenditure:		98,391	110,829	430,899	843,463	422,046	791,130	13,859	827,140
CDRA - NW Project Area Revenue Total:		279,579	316,307	329,607	611,838	423,223	791,130	339,571	827,140
CDRA - NW Project Area Expenditure Total:		98,391	110,829	430,899	843,463	422,046	791,130	13,859	827,140
Net Total CDRA - NW Project Area:		181,189	205,478	101,292-	231,625-	1,176	.00	325,712	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
CDRA - Hinckley Project Area									
Revenue									
68-30-100	Tax Increment	52,143	56,636	53,756	42,992	41,643	162,000	43,778	157,000
68-30-200	Delinquent Tax Increment	.00	.00	.00	.00	.00	.00	.00	.00
68-30-300	Interest Income	69	30	17	18	22	20	20	25
Total Revenue:		52,212	56,666	53,774	43,011	41,665	162,020	43,798	157,025
Total Revenue:		52,212	56,666	53,774	43,011	41,665	162,020	43,798	157,025
Expenditures									
68-40-400	Professional & Technical	9,785	40	.00	.00	.00	7,000	550	13,000
68-40-450	Transfer to Hinckley Housing	12,144	11,327	10,751	8,598	8,329	32,400	.00	33,400
68-40-475	Increment Reimbursements	33,500	36,000	35,900	32,273	.00	.00	.00	.00
68-40-500	Charge for Services - G/F	2,500	2,832	2,688	2,150	2,082	1,880	1,413	1,880
68-40-600	New CDRA Projects	.00	.00	.00	.00	.00	120,740	.00	108,745
Total Expenditures:		57,929	50,198	49,339	43,021	10,411	162,020	1,963	157,025
Total Expenditure:		57,929	50,198	49,339	43,021	10,411	162,020	1,963	157,025
CDRA - Hinckley Project Area Revenue Total:		52,212	56,666	53,774	43,011	41,665	162,020	43,798	157,025
CDRA - Hinckley Project Area Expenditure Total:		57,929	50,198	49,339	43,021	10,411	162,020	1,963	157,025
Net Total CDRA - Hinckley Project Area:		5,717-	6,468	4,435	10-	31,254	.00	41,835	.00

Account Number	Account Title	2008-09 Prior year 5 Actual	2009-10 Prior year 4 Actual	2010-11 Prior year 3 Actual	2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	2013-14 Current year Actual	2014-15 Future year Budget
CDRA Hinckley Housing Fund									
REVENUE									
85-30-400	Transfer from Hinckley CDRA	12,144	11,327	10,751	8,598	8,329	32,400	.00	33,400
85-30-410	Transfer from NW Proj. CDRA	.00	.00	311,051	.00	.00	.00	.00	.00
85-30-800	Appropriation of Fund Balance	.00	.00	.00	.00	.00	.00	.00	.00
Total REVENUE:		12,144	11,327	321,802	8,598	8,329	32,400	.00	33,400
Total Revenue:		12,144	11,327	321,802	8,598	8,329	32,400	.00	33,400
EXPENDITURES									
85-40-100	Housing Expenditures	.00	.00	.00	.00	.00	32,400	.00	33,400
85-40-500	Transfer to NW Project Area	.00	.00	.00	311,050	.00	.00	.00	.00
Total EXPENDITURES:		.00	.00	.00	311,050	.00	32,400	.00	33,400
Total Expenditure:		.00	.00	.00	311,050	.00	32,400	.00	33,400
CDRA Hinckley Housing Fund Revenue Total:		12,144	11,327	321,802	8,598	8,329	32,400	.00	33,400
CDRA Hinckley Housing Fund Expenditure Total:		.00	.00	.00	311,050	.00	32,400	.00	33,400
Net Total CDRA Hinckley Housing Fund:		12,144	11,327	321,802	302,452-	8,329	.00	.00	.00
Net Grand Totals:		1,323,262	3,066,792-	524,902	1,041,775	2,205,859	.00	1,838,056-	.00

City Council Staff Report



Subject: Animal Control Fees
Author: Darin Parke
Department: Police
Date: 5/6/2014

Recommendation

I recommend some animal control fees be adjusted and others eliminated.

Background

I recently reviewed animal control fees with our employees and decided to bring adjustment recommendations to elected officials for consideration.

Analysis

Animal services have seen an increase in the cost of microchips and drugs used by our shelter. Some of the fees identified on our fee schedule are not under our control.

The attached document, *Animal Control Fees*, indicates in red the proposed changes which are:

- Altered vs. Unaltered- adjust. The majority of roaming, fighting, biting, and unruly behavior calls involve unaltered dogs. This adjustment would give incentive for owners to spay or neuter their dogs.
- Microchip- change from \$15.00 to \$20.00. We have seen an increase in the cost of microchips. Area vets charge \$40.00 or more for the service.
- Court Fines- eliminate. The city adopted the State Bail Schedule for violations.
- Weber County Shelter Impound- eliminate. We do not control this fee amount.
- South Ogden Impound- Adjust. The recommendation is to distinguish between micro chipped and un-micro chipped animals. If the animal is micro chipped the fee would be \$75.00, if not it will be \$90.00. As animals are brought in they are checked for a chip, and given one if they don't have one. This allows for identification, tracking in the future, and is how the animal is inventoried while in our custody. These amounts are consistent with area shelters.
- Relinquishment (owner surrender)- increase from \$25.00 to \$50.00 to cover micro chipping, vaccinating, and spay/neuter, or euthanasia expenses .
- Weber County Animal Shelter Quarantine- eliminate. We do not control this fee.
- Euthanasia- adjust from \$20.00 to \$50.00. To cover the drugs, transport, and disposal fee expense we incur.

Significant Impacts

These changes will assist in covering increased operating costs.

Attachments

Amended *Animal Control Fees* document

City Council Staff Report



Subject: Conditional Use for Home Occupation Fee
Author: Leesa Kapetanov
Department: Administration
Date: May 6, 2014

Recommendation

Staff recommends adding this fee for conditional use applications.

Background

About a year ago, the planning commission reviewed and then recommended for approval a request to allow home occupation businesses in the R-5 zc(C) zone, but only as a conditional use. Allowing the home occupation as a conditional use would require that the business license application go before the planning commission for review, so the commission could make sure there would be no significant impacts to neighbors in this high density residential zone.

Analysis

The fee for a conditional use application for review by the planning commission is \$100, because most conditional uses are a site plan review for commercial businesses wanting to locate in a commercial zone in the city. Staff felt that since a conditional use application for a home occupation business did not require a site plan review by staff, thereby reducing the costs for time, a new fee for this situation should be created. The ten dollar fee would show support for businesses in the community and be more in line with the actual costs to the city.

Significant Impacts

There are very few applications for a home occupation conditional use, so financial impacts are insignificant; however, the show of support for businesses in the city—priceless!

Attachments

See fee schedule attached to Ordinance 14-06.

Animal Control Fees	
Dog Licenses	Fees
Non-altered dog – Senior Citizen	\$20.00
Altered dog – Senior Citizen	\$7.00
Non – Altered dog++	\$24.00 \$30.00
Altered Dog	\$12.00 \$10.00
Microchip*	\$15.00 \$20.00
Lifetime License – Altered Only*	\$75.00
Lifetime License – Senior Citizen - Altered Only*	\$20.00
Late fee for dog licenses per license (after March 1)	\$20.00
Court Fines:	
-Failure to License	\$75.00

*These Fees Added 18 Mar 08

++ This fee amended 20 May 08

Dog License Fees shall be **pro rated on a percentage basis**, for the number of months remaining in the year for which the fees are being paid. That is, the person paying the fee shall only pay that portion of the fee, which represents the same proportion of the year, which remains until the annual fee payment shall again be due. (Pro rating of fees shall not apply to persons who, through their own acts, failed to pay the full fee when it was first due.) For example, if a person owned a dog on the first day of the year when the license fee was due, but seeks to pay the fee 4 months later, that person will not be given a pro rated adjustment to the fee and will be deemed to have failed to have licensed that dog, shall be subject to prosecution for failure to license and shall be required to pay the prescribed late fee¹. In contrast, a person who, 4 months into the license year, acquires a dog will only be required to pay for 8 months of the license period.

Shelter Fees	
Description	Amount
Weber County Animal Shelter Impound	\$75.00
South Ogden Impound	\$50.00
Impound/ Reclaim Micro-chipped Animal	\$75.00
Impound/ Reclaim Not Micro-chipped Animal	\$90.00
Room and Board	\$10.00 per day
Relinquishment (owner surrender)	\$25.00 \$50.00
Weber County Animal Shelter Quarantine	\$100.00
Euthanasia	\$20.00 \$50.00
Sterilization Deposit – Neuter^{^^}	\$80.00– \$70.00
Sterilization Deposit – Spay	\$70.00 \$80.00

~~** These are fees for animals received by Weber County Animal Shelter as part of their service delivery to SOC—includes a recoupment amount beyond the Weber County Animal Shelter contract amount.~~

~~^^ Sterilization Deposit Fees are as required by Utah Code §11-46-206 – Fees Added – 17 Dec 13~~

¹ This section added 18 Mar 03

ORDINANCE NO. 14-06

ORDINANCE OF SOUTH OGDEN CITY AMENDING THE CITY'S CONSOLIDATED FEE SCHEDULE BY AMENDING THE CITY'S ANIMAL CONTROL AND BUSINESS LICENSE FEES; AND PROVIDING AN EFFECTIVE DATE FOR THESE ACTIONS.

Section 1 - Recitals

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

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

WHEREAS, the City Council finds that certain fees and rates should be adjusted and that all fees should be reviewed as part of the ongoing management of the City; and,

WHEREAS, the City Council finds it is in the best interest of the citizens of the City to confirm, accept, adopt and implement the results, conclusions and recommendations of the staff review of these fees and costs; and,

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

WHEREAS, the City Council of South Ogden City finds it is in the best interest of the City to again amend the consolidated fee schedule set out in prior Ordinances; and,

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

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

Section 2 - Amendment of the City's Consolidated Fee Ordinance & Fee Schedule

Under UC §10-3-717, UC §10-1-203, and based upon the recommendation of responsible city staff and the City Manager, and the findings of the City Council, the City's Consolidated Fee Ordinance and Fee Schedules of South Ogden City are amended to provide for and to be now constituted as those fees and changes as set out above and the same are adopted as a part of, and shall constitute their respective part of, the official fee schedule for South Ogden City as attached hereto as **Attachment "A"**, made a part by this reference and as then set out in the full Consolidated Fee Ordinance.

Section 3 - Prior Ordinances and Resolutions

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

Section 4 - Repealer of Conflicting Enactments

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

Section 5 - Savings Clause

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

Section 6 - Date of Effect

BE IT FURTHER ORDAINED that this Ordinance, and the fees listed, shall become effective on the 6th day of May, 2014, and after publication or posting as required by law.

PASSED AND ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 6th day of May, 2014.

SOUTH OGDEN, a municipal corporation

By: _____
James F. Minister, Mayor

Attested and recorded

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

Ord 14-06 – 06 May 14

Animal Control Fees		
Dog Licenses	Fees	
Non-altered dog – Senior Citizen	\$20.00	
Altered dog – Senior Citizen	\$7.00	
Non – Altered dog++	\$24.00	\$30.00
Altered Dog	\$12.00	\$10.00
Microchip*	\$15.00	\$20.00
Lifetime License – Altered Only*	\$75.00	
Lifetime License – Senior Citizen - Altered Only*	\$20.00	
Late fee for dog licenses per license (after March 1)	\$20.00	
Court Fines:		
-Failure to License	\$75.00	

*These Fees Added 18 Mar 08

++ This fee amended 20 May 08

Dog License Fees shall be **pro rated on a percentage basis**, for the number of months remaining in the year for which the fees are being paid. That is, the person paying the fee shall only pay that portion of the fee, which represents the same proportion of the year, which remains until the annual fee payment shall again be due. (Pro rating of fees shall not apply to persons who, through their own acts, failed to pay the full fee when it was first due.) For example, if a person owned a dog on the first day of the year when the license fee was due, but seeks to pay the fee 4 months later, that person will not be given a pro rated adjustment to the fee and will be deemed to have failed to have licensed that dog, shall be subject to prosecution for failure to license and shall be required to pay the prescribed late fee¹. In contrast, a person who, 4 months into the license year, acquires a dog will only be required to pay for 8 months of the license period.

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Sterilization Deposit – Neuter^{^^}	\$80.00	\$70.00
Sterilization Deposit – Spay	\$70.00	\$80.00

~~*** These are fees for animals received by Weber County Animal Shelter as part of their service delivery to SOC—includes a recoupment amount beyond the Weber County Animal Shelter contract amount.~~

~~^^ Sterilization Deposit Fees are as required by Utah Code §11-46-206 – Fees Added – 17 Dec 13~~

¹ This section added 18 Mar 03

Planning and Zoning Fees	
Description	Fee
Residential zoning map amendment	\$100 plus \$25 for each acre over one (1) to five (5) acres, then \$4 for each additional acre or part thereof
Commercial zoning map amendment	\$100 plus \$50 for each acre over one (1) to five (5) acres, then \$10 for each additional acre or part thereof
Ordinance amendment	\$100 plus advertising costs
Conditional use petition	\$100 plus \$25 for each acre over one (1) to five (5) acres, then \$10 for each additional acre or part thereof
Conditional use petition for Home Occupation License in applicable zones	\$10
Hearing Officer petition	\$100 plus mailing costs
Subdivision site plan reviews	\$100 plus \$10 per lot preliminary, plus \$100 for final review
Engineering plat review	\$100 plus actual costs incurred to be paid before final release. 4% of the bonded value on inspected improvements
Annexations	\$200 for first five (5) acres plus \$25 per acre up to 10 additional acres
Appeals	\$100 plus advertising and mailing
Items placed on Planning Commission Agenda prior to formal submission of a petition	\$75
Amendment to a previously approved plat	\$75

Resolution No. 14-11

RESOLUTION OF SOUTH OGDEN CITY APPROVING AND AUTHORIZING ENTERING INTO AN AGREEMENT WITH EXPRESS BILL PAY AND THE BANK OF AMERICAN FORK PROVIDING FOR ONLINE PAYMENT SERVICES ; AUTHORIZING THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY TO GIVE EFFECT TO THE INTENT HEREOF; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I - RECITALS

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

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

WHEREAS, the City Council finds that it necessary to make changes to how the city manages receipt of various payments including provision of Online Payment Services; and,

WHEREAS, the City Council finds that Express Bill Pay and the Bank of American Fork have the combined ability to provide for the necessary equipment and services to meet the city's needs in support of online payment services; and,

WHEREAS, the City Council finds that City now desires to further those ends by entering into an agreement with Express Bill Pay and the Bank of American Fork to provide such online payment services; and,

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

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

SECTION II - CONTRACT AUTHORIZED

That The **ODFI Originator Agreement, Xpress Bill Pay Gateway Administrative Service Agreement, And The Fiserv CheckFree Sign-Up Form**, Attached Hereto Collectively As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such 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 VI - DATE OF EFFECT

This Resolution shall be effective on the 6th day of May, 2014, 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 6th day of May, 2014**

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

Resolution No. 14-11

Resolution Of South Ogden City Approving And Authorizing
Entering Into An Agreement With Express Bill Pay And The Bank Of American Fork Providing For
Online Payment Services ; Authorizing The City Manager To Sign The Necessary Documents On Behalf
Of The City To Give Effect To The Intent Hereof; And, Providing For An Effective Date.

06 May 14

City Council Staff Report



Subject: Express BillPay
Author: Brian Minster
Department: Administration
Date: 5/6/2014

Recommendation

As City staff we are recommending that the City Council approve a resolution to contract Merchant Services with Express BillPay, to include Bank of American Fork and ChasepaymentTech.

Background

We are currently using Intellipay for our credit card merchant services account. Over the last few years Intellipay has stopped taking new clients for their services. City staff feels like they are slowly discontinuing their software. At any point they could give us 30 days' notice and we would be stuck without a way to take credit cards.

We are using Caselle as our cash receipting software. Caselle has announced that their preferred merchant services vendor is Express BillPay. Any new development that goes into their software will be directly coded to fit Express BillPays needs.

We as staff has spoken with Express BillPay and have had several conversations regarding them and believe that it would be in the best interest of the City to move in their direction.

We are in the process of contract negotiation between Express BillPay, Bank of American Fork, and ChasePayment Tech. All of these companies work together under Express BillPay to make their services work.

Analysis

Attached is a cost analysis for the month of April 2013. The analysis shows the breakdown of cost that we are currently paying with Intellipay vs what we would pay with Express BillPay. The final cost shows that there is a potential savings for the City in the amount of \$10,000 per year.

Significant Impacts

Express BillPays software runs a little different than Intellipay. Our clerks would have to start taking credit card payments over an internet browser instead of using Caselle. This method of taking payments benefits us in other areas of the city. Since credit payments are taken "online", users that don't have Caselle installed on their computer can take payments

away from City Hall. Animal Control can utilize it at adoption events. Recreation can utilize it for selling merchandise.

Attachments

Cost Analysis (April 2013).pdf

South Ogden City

Cost Analysis for April 2013

OVERVIEW

CURRENT RATES (Wells Fargo)

Internet Account:	\$1,598.88
Over the Counter Account:	\$1,447.85
TOTAL MERCHANT FEES:	\$3,046.73

STATE CONTRACT RATES (Chase Paymentech)

Internet Account:	\$812.70
Over the Counter Account:	\$753.60
TOTAL MERCHANT FEES:	\$1,566.30

GATEWAY FEES (Intellipay)

<u>Description</u>	<u>Items</u>	<u>Per Item</u>	<u>Total</u>
Gateway Fee - Online:	1	\$20.00	\$20.00
Credit Card Trans. Fee - Online:	586	\$0.15	\$87.90
ACH Trans. Fee:	937	\$0.25	\$234.25
Gateway Fee - Counter:	1	\$20.00	\$20.00
Credit Card Trans. Fee - Counter:	544	\$0.15	\$81.60
TOTAL INTELLIPAY FEES:			\$443.75

GATEWAY FEES (Xpress Bill Pay)

<u>Description</u>	<u>Items</u>	<u>Per Item</u>	<u>Total</u>
Tech Support/Hosting/Maint. Fee	1	\$75.00	\$75.00
Statement Fee	1	\$19.00	\$19.00
Credit Card Trans. Fee	1130	\$0.30	\$339.00
ACH Trans. Fee	937	\$0.40	\$374.80
Online Banking Consolidations	1177	\$0.20	\$235.40
TOTAL XPRESS BILL PAY FEES:			\$1,043.20

TOTAL FEES (Wells Fargo + Intellipay): **\$3,490.48**

TOTAL FEES (Paymentech + XBP): **\$2,609.50**

TOTAL SAVINGS: **\$880.98**

South Ogden City

Cost Analysis for January 2014 - Internet account*

CURRENT RATES (Wells Fargo)

INTERCHANGE CHARGES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Disc PSL Public Services Rewards	2	\$105.34	\$52.67	1.55%	\$0.10	\$1.83									\$1.83
Disc PSL Public Services Premium	1	\$60.67	\$60.67	1.55%	\$0.10	\$1.04									\$1.04
MC Public Sector	7	\$468.34	\$66.91	1.55%	\$0.10	\$7.96									\$7.96
MC WorldCard Public Sector	18	\$1,257.21	\$69.85	1.55%	\$0.10	\$21.29									\$21.29
MC Corp Data Rate II (US) Pur	2	\$9,054.83	\$4,527.42	2.10%	\$0.10	\$190.35									\$190.35
MC Corp Data Rate II (US) Bus	2	\$732.34	\$366.17	2.00%	\$0.10	\$14.85									\$14.85
MC Bus Level 2 Data Rate II	1	\$70.97	\$70.97	2.16%	\$0.10	\$1.63									\$1.63
MC Comm Data Rate II Flt NonFl	14	\$7,125.97	\$509.00	2.50%	\$0.10	\$179.55									\$179.55
MC World Elite Public Sector	2	\$141.94	\$70.97	1.55%	\$0.10	\$2.40									\$2.40
MC Enhanced Public Sector	1	\$61.17	\$61.17	1.55%	\$0.10	\$1.05									\$1.05
MC Prem Con Std Acquisissap	1	\$333.86	\$333.86	2.70%		\$9.01									\$9.01
MC High Val Public Sector	1	\$76.12	\$76.12	1.55%	\$0.10	\$1.28									\$1.28
MC Regulated Debit	13	\$826.59	\$63.58	0.05%	\$0.22	\$3.27									\$3.27
MC Regulated Consumer Debit	1	\$3.98	\$3.98	0.05%	\$0.22	\$0.22									\$0.22
MC Emerg Markets Debit	1	\$101.80	\$101.80	0.80%	\$0.25	\$1.06									\$1.06
Visa CPS/Retail 2 (Emg Mkt)	126	\$7,853.76	\$62.33	1.43%	\$0.05	\$118.61									\$118.61
Visa Business Card CNP	1	\$60.67	\$60.67	2.25%	\$0.10	\$1.47									\$1.47
Visa Signature Pref CNP	11	\$597.17	\$54.29	2.40%	\$0.10	\$15.43									\$15.43
Visa Business Enhanced CNP	3	\$106.08	\$35.36	2.45%	\$0.15	\$3.05									\$3.05
Visa US Signature Business CNP	1	\$27.75	\$27.75	2.60%	\$0.20	\$0.92									\$0.92
Visa Regulated Debit	77	\$6,391.77	\$83.01	0.05%	\$0.22	\$20.14									\$20.14
Visa Regulated Comm Debit	9	\$1,616.70	\$179.63	0.05%	\$0.22	\$2.79									\$2.79
Visa Business Debit CNP	1	\$87.04	\$87.04	2.45%	\$0.10	\$2.23									\$2.23
Visa CPS/Retail 2 (Emg Mkt) PP	2	\$303.00	\$151.50	0.65%	\$0.15	\$2.27									\$2.27
Visa CPS/Retail 2 Emg Mkt CAP PP	1	\$371.30	\$371.30		\$2.00	\$2.00									\$2.00
Visa CPS/Retail 2 (Emg Mkt) Debit	199	\$13,844.72	\$69.57	0.65%	\$0.15	\$119.84									\$119.84
Subtotal	498	\$51,681.09	\$103.78			\$725.54									\$725.54
Disc Assessments		\$166.01					0.105%	\$0.17							\$0.17
MC Assessments >= \$1K		\$13,095.66					0.02%	\$2.62							\$2.62
MC Assessments		\$20,255.12					0.115%	\$23.29							\$23.29
Visa Assessments		\$31,259.96					0.11%	\$34.39							\$34.39
TOTAL INTERCHANGE CHARGES:															\$786.02

SERVICE CHARGES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Interchange Clearing Fee		\$71.43									0.15%	\$0.11			\$0.11
Interchange Clearing Fee		\$681.97									0.15%	\$1.02			\$1.02
Interchange Clearing Fee		\$87.04									0.15%	\$0.13			\$0.13
Interchange Clearing Fee		\$67.88									0.15%	\$0.10			\$0.10
Interchange Clearing Fee		\$42.88									0.15%	\$0.06			\$0.06
Interchange Clearing Fee		\$45.22									0.15%	\$0.07			\$0.07
Interchange Clearing Fee		\$1,651.90									0.15%	\$2.48			\$2.48
Interchange Clearing Fee		\$481.08									0.15%	\$0.72			\$0.72
Interchange Clearing Fee		\$65.82									0.15%	\$0.10			\$0.10
Interchange Clearing Fee		\$111.04									0.15%	\$0.17			\$0.17
Interchange Clearing Fee		\$2,895.04									0.15%	\$4.34			\$4.34
Interchange Clearing Fee		\$9,026.80									0.15%	\$13.54			\$13.54
Interchange Clearing Fee		\$1,317.44									0.15%	\$1.98			\$1.98
Interchange Clearing Fee		\$70.97									0.15%	\$0.11			\$0.11
Interchange Clearing Fee		\$109.29									0.15%	\$0.16			\$0.16
Interchange Clearing Fee		\$40.54									0.15%	\$0.06			\$0.06
Interchange Clearing Fee		\$1,037.38									0.15%	\$1.56			\$1.56
Interchange Clearing Fee		\$213.07									0.15%	\$0.32			\$0.32
Interchange Clearing Fee		\$179.89									0.15%	\$0.27			\$0.27
Disc Data Usage Fee	1								\$0.0185	\$0.02					\$0.02
Disc Data Usage Fee	1								\$0.0185	\$0.02					\$0.02
Disc Data Usage Fee	1								\$0.0185	\$0.02					\$0.02
Discover Sales Discount		\$166.01									1.20%	\$1.99			\$1.99
MC Sales Discount		\$20,255.12									1.20%	\$243.06			\$243.06
Visa Sales Discount		\$31,259.96									1.20%	\$375.12			\$375.12
TOTAL SERVICE CHARGES:															\$647.52

FEES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Visa Network Fee CNP	1												\$22.50	\$22.50	\$22.50
Internet Service Fee	1												\$15.00	\$15.00	\$15.00
Non-Validation PCI Compliance	1												\$35.00	\$35.00	\$35.00
US Cross Border Fee	1	\$333.86					0.40%	\$1.34							\$1.34
MC Network Access Auth Fee	71								\$0.0195	\$1.38					\$1.38
MC WATS Auth Fee	72												\$0.14	\$10.08	\$10.08
Visa APF Credit	155								\$0.0195	\$3.02					\$3.02
Visa APF Debit/Prepaid	326								\$0.0155	\$5.05					\$5.05
Visa WATS Auth Fee	511												\$0.14	\$71.54	\$71.54
Discover WATS Auth Fee	3												\$0.14	\$0.42	\$0.42
TOTAL FEES:															\$165.34

TOTAL OF ALL MERCHANT FEES: \$1,598.88

*Although these fees are detailed on your January 2014 merchant statement. The fees are actually for the transactions processed in December 2013. See December 2013 merchant statement for transaction volumes.

South Ogden City

Cost Analysis for January 2014 - Internet account*

STATE CONTRACT RATES (Chase Paymentech)

INTERCHANGE CHARGES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Disc PSL Public Services Rewards	2	\$105.34	\$52.67		\$0.75	\$1.50									\$1.50
Disc PSL Public Services Premium	1	\$60.67	\$60.67		\$0.75	\$0.75									\$0.75
MC Public Sector	7	\$468.34	\$66.91		\$0.65	\$4.55									\$4.55
MC WorldCard Public Sector	18	\$1,257.21	\$69.85		\$0.65	\$11.70									\$11.70
MC Corp Data Rate II (US) Pur	2	\$9,054.83	\$4,527.42	2.10%	\$0.10	\$190.35									\$190.35
MC Corp Data Rate II (US) Bus	2	\$732.34	\$366.17	2.00%	\$0.10	\$14.85									\$14.85
MC Bus Level 2 Data Rate II	1	\$70.97	\$70.97	2.16%	\$0.10	\$1.63									\$1.63
MC Comm Data Rate II Flt NonFl	14	\$7,125.97	\$509.00	2.50%	\$0.10	\$179.55									\$179.55
MC World Elite Public Sector	2	\$141.94	\$70.97		\$0.75	\$1.50									\$1.50
MC Enhanced Public Sector	1	\$61.17	\$61.17		\$0.75	\$0.75									\$0.75
MC Prem Con Std Acquisissap	1	\$333.86	\$333.86	2.70%		\$9.01									\$9.01
MC High Val Public Sector	1	\$76.12	\$76.12		\$0.75	\$0.75									\$0.75
MC Regulated Debit	13	\$826.59	\$63.58	0.05%	\$0.22	\$3.27									\$3.27
MC Regulated Consumer Debit	1	\$3.98	\$3.98	0.05%	\$0.22	\$0.22									\$0.22
MC Emerg Markets Debit	1	\$101.80	\$101.80		\$0.45	\$0.45									\$0.45
Visa CPS/Retail 2 (Emg Mkt)	126	\$7,853.76	\$62.33		\$0.75	\$94.50									\$94.50
Visa Business Card CNP	1	\$60.67	\$60.67		\$1.50	\$1.50									\$1.50
Visa Signature Pref CNP	11	\$597.17	\$54.29	2.40%	\$0.10	\$15.43									\$15.43
Visa Business Enhanced CNP	3	\$106.08	\$35.36		\$1.50	\$4.50									\$4.50
Visa US Signature Business CNP	1	\$27.75	\$27.75		\$1.50	\$1.50									\$1.50
Visa Regulated Debit	77	\$6,391.77	\$83.01	0.05%	\$0.22	\$20.14									\$20.14
Visa Regulated Comm Debit	9	\$1,616.70	\$179.63	0.05%	\$0.22	\$2.79									\$2.79
Visa Business Debit CNP	1	\$87.04	\$87.04		\$1.50	\$1.50									\$1.50
Visa CPS/Retail 2 (Emg Mkt) PP	2	\$303.00	\$151.50		\$0.65	\$1.30									\$1.30
Visa CPS/Retail 2 Emg Mkt CAP PP	1	\$371.30	\$371.30		\$2.00	\$2.00									\$2.00
Visa CPS/Retail 2 (Emg Mkt) Debit	199	\$13,844.72	\$69.57		\$0.65	\$129.35									\$129.35
Subtotal	498	\$51,681.09	\$103.78			\$695.35									\$695.35
Disc Assessments		\$166.01					0.105%	\$0.17							\$0.17
MC Assessments >= \$1K		\$13,095.66					0.02%	\$2.62							\$2.62
MC Assessments		\$20,255.12					0.115%	\$23.29							\$23.29
Visa Assessments		\$31,259.96					0.11%	\$34.39							\$34.39
TOTAL INTERCHANGE CHARGES:															\$755.82

SERVICE CHARGES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Interchange Clearing Fee		\$71.43										\$0.00			\$0.00
Interchange Clearing Fee		\$681.97										\$0.00			\$0.00
Interchange Clearing Fee		\$87.04										\$0.00			\$0.00
Interchange Clearing Fee		\$67.88										\$0.00			\$0.00
Interchange Clearing Fee		\$42.88										\$0.00			\$0.00
Interchange Clearing Fee		\$45.22										\$0.00			\$0.00
Interchange Clearing Fee		\$1,651.90										\$0.00			\$0.00
Interchange Clearing Fee		\$481.08										\$0.00			\$0.00
Interchange Clearing Fee		\$65.82										\$0.00			\$0.00
Interchange Clearing Fee		\$111.04										\$0.00			\$0.00
Interchange Clearing Fee		\$2,895.04										\$0.00			\$0.00
Interchange Clearing Fee		\$9,026.80										\$0.00			\$0.00
Interchange Clearing Fee		\$1,317.44										\$0.00			\$0.00
Interchange Clearing Fee		\$70.97										\$0.00			\$0.00
Interchange Clearing Fee		\$109.29										\$0.00			\$0.00
Interchange Clearing Fee		\$40.54										\$0.00			\$0.00
Interchange Clearing Fee		\$1,037.38										\$0.00			\$0.00
Interchange Clearing Fee		\$213.07										\$0.00			\$0.00
Interchange Clearing Fee		\$179.89										\$0.00			\$0.00
Disc Data Usage Fee	1								\$0.0185	\$0.02					\$0.02
Disc Data Usage Fee	1								\$0.0185	\$0.02					\$0.02
Disc Data Usage Fee	1								\$0.0185	\$0.02					\$0.02
Discover Sales Discount		\$166.01										\$0.00			\$0.00
MC Sales Discount		\$20,255.12										\$0.00			\$0.00
Visa Sales Discount		\$31,259.96										\$0.00			\$0.00
TOTAL SERVICE CHARGES:															\$0.06

FEES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Visa Network Fee CNP	1												\$22.50	\$22.50	\$22.50
Internet Service Fee	1												\$0.00	\$0.00	\$0.00
Non-Validation PCI Compliance	1												\$0.00	\$0.00	\$0.00
US Cross Border Fee	1	\$333.86					0.40%	\$1.34							\$1.34
MC Network Access Auth Fee	71								\$0.0195	\$1.38					\$1.38
MC WATS Auth Fee	72												\$0.04	\$2.88	\$2.88
Visa APF Credit	155								\$0.0195	\$3.02					\$3.02
Visa APF Debit/Prepaid	326								\$0.0155	\$5.05					\$5.05
Visa WATS Auth Fee	511												\$0.04	\$20.44	\$20.44
Discover WATS Auth Fee	3												\$0.07	\$0.21	\$0.21
TOTAL FEES:															\$56.83

Utility Rates
 Utah State Contract rates

TOTAL OF ALL MERCHANT FEES: \$812.70

*Although these fees are detailed on your January 2014 merchant statement. The fees are actually for the transactions processed in December 2013. See December 2013 merchant statement for transaction volumes.

South Ogden City

Cost Analysis for January 2014 - Over the Counter account*

CURRENT RATES (Wells Fargo)

INTERCHANGE CHARGES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Disc PSL Public Services Rewards	1	\$50.00	\$50.00	1.55%	\$0.10	\$0.88									\$0.88
MC Business Level 4 Data Rate II	2	\$94.94	\$47.47	2.31%	\$0.10	\$2.39									\$2.39
MC Public Sector	8	\$716.77	\$89.60	1.55%	\$0.10	\$11.91									\$11.91
MC WorldCard Public Sector	1	\$45.22	\$45.22	1.55%	\$0.10	\$0.80									\$0.80
MC Corp Data Rate II (US) Bus	5	\$716.19	\$143.24	2.00%	\$0.10	\$14.82									\$14.82
MC Comml Data Rt II Flt NonFl	1	\$264.62	\$264.62	2.50%	\$0.10	\$6.72									\$6.72
MC Enhanced Public Sector	7	\$846.09	\$120.87	1.55%	\$0.10	\$13.81									\$13.81
MC Regulated Debit	18	\$1,377.88	\$76.55	0.05%	\$0.22	\$4.65									\$4.65
MC Emerg Markets Debit	21	\$1,456.21	\$69.34	0.80%	\$0.25	\$16.90									\$16.90
Visa CPS/Retail 2 (Emg Mkt)	83	\$7,278.96	\$87.70	1.43%	\$0.05	\$108.24									\$108.24
Visa Business Card CNP	2	\$831.48	\$415.74	2.25%	\$0.10	\$18.91									\$18.91
Visa Signature Pref CNP	9	\$1,109.45	\$123.27	2.40%	\$0.10	\$27.53									\$27.53
Visa Bus Enhanced CNP	3	\$97.47	\$32.49	2.45%	\$0.15	\$2.84									\$2.84
Visa US Signature Business CNP	2	\$218.70	\$109.35	2.60%	\$0.20	\$6.09									\$6.09
Visa Regulated Debit	134	\$11,135.70	\$83.10	0.05%	\$0.22	\$35.05									\$35.05
Visa Regulated Comm Debit	6	\$464.32	\$77.39	0.05%	\$0.22	\$1.55									\$1.55
Visa Business Debit CNP	6	\$532.59	\$88.77	2.45%	\$0.10	\$13.65									\$13.65
Visa CPS/Retail 2 (Emg Mkt) PP	16	\$1,098.43	\$68.65	0.65%	\$0.15	\$9.54									\$9.54
Visa CPS/Retail 2 Emg Mkt CAP PP	1	\$300.00	\$300.00		\$2.00	\$2.00									\$2.00
Visa CPS/Retail 2 (Emg Mkt) Debit	214	\$18,754.20	\$87.64	0.65%	\$0.15	\$154.00									\$154.00
Visa CPS/Retail 2 Debit CAP	4	\$1,767.51	\$441.88		\$2.00	\$8.00									\$8.00
Subtotal	544	\$49,156.73	\$90.36			\$460.27									\$460.27
Disc Assessments		\$50.00					0.105%	\$0.05							\$0.05
MC Assessments >= \$1K															\$0.00
MC Assessments		\$5,517.92					0.115%	\$6.35							\$6.35
Visa Assessments		\$43,588.81					0.11%	\$47.95							\$47.95
TOTAL INTERCHANGE CHARGES:															\$514.62

SERVICE CHARGES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Interchange Clearing Fee											0.15%	\$0.00			\$0.00
Disc Data Usage Fee	1								\$0.0185	\$0.02					\$0.02
Disc Sales Discount		\$50.00									1.20%	\$0.60			\$0.60
MC Sales Discount		\$5,517.92									1.20%	\$66.22			\$66.22
Visa Sales Discount		\$43,588.81									1.20%	\$523.07			\$523.07
TOTAL SERVICE CHARGES:															\$589.90

FEES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Visa Network Fee CNP	1														\$0.00
Internet Service Fee	1												\$15.00	\$15.00	\$15.00
Non-Validation PCI Compliance	1												\$35.00	\$35.00	\$35.00
MC Network Access Auth Fee	63								\$0.0195	\$1.23					\$1.23
MC WATS Auth Fee	63												\$0.14	\$8.82	\$8.82
Visa APF Credit	99								\$0.0195	\$1.93					\$1.93
Visa APF Debit/Prepaid	381								\$0.0155	\$5.91					\$5.91
Visa WATS Auth Fee	480												\$0.14	\$67.20	\$67.20
Discover WATS Auth Fee	1												\$0.14	\$0.14	\$0.14
TOTAL FEES:															\$135.22
MERCHANT FEES MISSING DETAIL ON STATEMENT:															\$208.11

TOTAL OF ALL MERCHANT FEES: \$1,447.85

*Although these fees are detailed on your January 2014 merchant statement. The fees are actually for the transactions processed in December 2013. See December 2013 merchant statement for transaction volumes.

South Ogden City

Cost Analysis for January 2014 - Over the Counter account*

STATE CONTRACT RATES (Chase Paymentech)

INTERCHANGE CHARGES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Disc PSL Public Services Rewards	1	\$50.00	\$50.00	1.55%	\$0.10	\$0.88									\$0.88
MC Business Level 4 Data Rate II	2	\$94.94	\$47.47	2.31%	\$0.10	\$2.39									\$2.39
MC Public Sector	8	\$716.77	\$89.60	1.55%	\$0.10	\$11.91									\$11.91
MC WorldCard Public Sector	1	\$45.22	\$45.22	1.55%	\$0.10	\$0.80									\$0.80
MC Corp Data Rate II (US) Bus	5	\$716.19	\$143.24	2.00%	\$0.10	\$14.82									\$14.82
MC Comml Data Rt II Flt NonFl	1	\$264.62	\$264.62	2.50%	\$0.10	\$6.72									\$6.72
MC Enhanced Public Sector	7	\$846.09	\$120.87	1.55%	\$0.10	\$13.81									\$13.81
MC Regulated Debit	18	\$1,377.88	\$76.55	0.05%	\$0.22	\$4.65									\$4.65
MC Emerg Markets Debit	21	\$1,456.21	\$69.34	0.80%	\$0.25	\$16.90									\$16.90
Visa CPS/Retail 2 (Emg Mkt)	83	\$7,278.96	\$87.70	1.43%	\$0.05	\$108.24									\$108.24
Visa Business Card CNP	2	\$831.48	\$415.74	2.25%	\$0.10	\$18.91									\$18.91
Visa Signature Pref CNP	9	\$1,109.45	\$123.27	2.40%	\$0.10	\$27.53									\$27.53
Visa Bus Enhanced CNP	3	\$97.47	\$32.49	2.45%	\$0.15	\$2.84									\$2.84
Visa US Signature Business CNP	2	\$218.70	\$109.35	2.60%	\$0.20	\$6.09									\$6.09
Visa Regulated Debit	134	\$11,135.70	\$83.10	0.05%	\$0.22	\$35.05									\$35.05
Visa Regulated Comm Debit	6	\$464.32	\$77.39	0.05%	\$0.22	\$1.55									\$1.55
Visa Business Debit CNP	6	\$532.59	\$88.77	2.45%	\$0.10	\$13.65									\$13.65
Visa CPS/Retail 2 (Emg Mkt) PP	16	\$1,098.43	\$68.65	0.65%	\$0.15	\$9.54									\$9.54
Visa CPS/Retail 2 Emg Mkt CAP PP	1	\$300.00	\$300.00		\$2.00	\$2.00									\$2.00
Visa CPS/Retail 2 (Emg Mkt) Debit	214	\$18,754.20	\$87.64	0.65%	\$0.15	\$154.00									\$154.00
Visa CPS/Retail 2 Debit CAP	4	\$1,767.51	\$441.88		\$2.00	\$8.00									\$8.00
Subtotal	544	\$49,156.73	\$90.36			\$460.27									\$460.27
Disc Assessments		\$50.00					0.105%	\$0.05							\$0.05
MC Assessments >= \$1K															\$0.00
MC Assessments		\$5,517.92					0.115%	\$6.35							\$6.35
Visa Assessments		\$43,588.81					0.11%	\$47.95							\$47.95
TOTAL INTERCHANGE CHARGES:															\$514.62

SERVICE CHARGES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Interchange Clearing Fee												\$0.00			\$0.00
Interchange Clearing Fee												\$0.00			\$0.00
Interchange Clearing Fee												\$0.00			\$0.00
Interchange Clearing Fee												\$0.00			\$0.00
Interchange Clearing Fee												\$0.00			\$0.00
Interchange Clearing Fee												\$0.00			\$0.00
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Interchange Clearing Fee												\$0.00			\$0.00
Interchange Clearing Fee												\$0.00			\$0.00
Interchange Clearing Fee												\$0.00			\$0.00
Interchange Clearing Fee												\$0.00			\$0.00
Disc Data Usage Fee	1								\$0.0185	\$0.02					\$0.02
Disc Sales Discount		\$50.00										\$0.00			\$0.00
MC Sales Discount		\$5,517.92										\$0.00			\$0.00
Visa Sales Discount		\$43,588.81										\$0.00			\$0.00
TOTAL SERVICE CHARGES:															\$0.02

FEES				Interchange Fees			Assessment Fees		Association Dues		Sales Discount		Authorization Fees		Total
Description	Items	Sales	\$ Avg	Rate	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	Rate	Subtotal	Per Item	Subtotal	
Visa Network Fee CNP	1														\$0.00
Internet Service Fee	1														\$0.00
Non-Validation PCI Compliance	1														\$0.00
MC Network Access Auth Fee	63								\$0.0195	\$1.23					\$1.23
MC WATS Auth Fee	63												\$0.04	\$2.52	\$2.52
Visa APF Credit	99								\$0.0195	\$1.93					\$1.93
Visa APF Debit/Prepaid	381								\$0.0155	\$5.91					\$5.91
Visa WATS Auth Fee	480												\$0.04	\$19.20	\$19.20
Discover WATS Auth Fee	1												\$0.07	\$0.07	\$0.07
TOTAL FEES:															\$30.85

Utility Rates Utah State Contract rates

MERCHANT FEES MISSING DETAIL ON STATEMENT:

\$208.11

TOTAL OF ALL MERCHANT FEES: \$753.60

*Although these fees are detailed on your January 2014 merchant statement. The fees are actually for the transactions processed in December 2013. See December 2013 merchant statement for transaction volumes.



Purpose: This form should be completed by the Sponsor (Merchant) and submitted to CheckFree prior to contract and/or Implementation.

Any or all of the following Merchant representatives should complete this form:

- Remittance/Billing Representative
- Accounts Receivable/Customer Database Representative
- Bill Processing Representative

Profile

SOUTH OGDEN CITY GOING THRU XPRESS BILL PAY	
CONTACT: Brian Minster	ORGANIZATION ID#: 10315
POSITION: Information Systems Administrator	FEIN: 87-6000282
EMAIL: bminster@southogdencity.com	WEB (IF ANY): http://www.southogdencity.com/
PHONE: 801-622-2729	FAX: 801-622-2713

Remittance Addresses

3950 S Adams Ave	South Ogden, UT	84403

Billers Names (Any name or DBA printed on your remittance coupons)

South Ogden City	South Ogden	SOC
South Ogden City UT	South Ogden UT	SOC UT
South Ogden City Utilities	South Ogden Utilities	SOC Utilities
South Ogden City Water	South Ogden Water	SOC Water
South Ogden City Sewer	South Ogden Sewer	SOC Sewer

Default Remittance Address

3950 S Adams Ave	South Ogden, UT	84403
**REVERSALS – CKFR FILE TO XPRESS BILLPAY		

Account Number Information

How many characters are in the account number? **1-22 Alphanumeric**

Does anything need to be removed from the account number (e.g. dashes, spaces, etc...)? Yes No
If yes, please explain: **Decimals**

Does the account number have logic associated with it to help in identifying products, locations, etc...? Yes No
If yes, please explain: **Route Numbers**

Is the account number clearly and completely visible to the customer on the bill? Yes No

Are there edit or mod checks associated with the account number? Yes No
If yes, please attach a copy of the mod calculation.

Are the account numbers static or do they change frequently? **Static**
If they change, what action can make it change?

Signature _____ Date _____



Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this ___ day of _____, 20___, by and between **Xpress Solutions, Inc.** ("Xpress") and **South Ogden City, UT** ("Customer") upon such terms and conditions as are set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

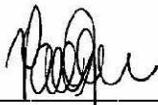
- 1.0 **Initial Term:** The Initial Term of this Agreement shall be thirty six (36) months from the date of this Agreement.
- 2.0 **Renewals:** This Agreement shall be automatically renewable for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 3.0 in any given fiscal year of Customer.
- 3.0 **Fees:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change Fees at any time so long as Customer is provided no less than 30 days advance notice of a change.
- 4.0 **Payment of Fees:** Customer authorizes Xpress to initiate an electronic ACH debit entry from Customer's bank account provided in Exhibit B on or about the 5th of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the debit, or if the debit is rejected for any reason, Xpress will contact customer for resolution which will include resubmission up to 3 times. Customer agrees to pay any returned item fees assessed by Xpress' bank for any such return. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 5.0 **Services Provided:** Xpress will provide Customer with an Electronic and Internet Payment System. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress has developed an application to facilitate the processing and deposit of Lockbox payments sent directly to Xpress on behalf of Customer's account holders (the "End Users"). Xpress has developed an application to receive and repair all data errors from customer initiated online banking payments, and delivers them to Customer in an electronic format. Xpress acts as a Payment Gateway and Third Party Processor for Customer's account holders to make payments. Xpress will provide the EFT and Lockbox services directly using their established banking relationships. Customer authorizes Xpress to endorse checks and other payment items on behalf of Customer for deposit into an Xpress deposit account, and deposit funds as necessary for the clearing of payments received for Customer. Xpress will facilitate the acquisition of the necessary Merchant Service accounts for credit card. Only Merchant Service accounts and electronic funds transfer accounts that are certified by Xpress may be used.
- 6.0 **Support Services and Service Levels:** Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 6:00 am to 5:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress Internet Payment System.

- 7.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have Internet services through an Internet Service Provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 7 or Mozilla Fire Fox 10.0.
- 8.0 Billing Information. Customer warrants that it will provide Xpress with relevant Billing Information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in Billing Information provided to Xpress.
- 9.0 Record Keeping. Customer agrees to keep full and accurate records of its utilization of Xpress services and of the transactions giving rise to Billing Information for at least three (3) years after the date of the relevant transaction. Customer understands that Xpress will be required to participate in certain audits in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress in the performance of such audits, including providing information required in the course of such audits.
- 10.0 Compliance. Customer warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit C. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Operating Rules of the National Automated Clearing House Association (NACHA).
- 11.0 Termination. This agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 12.0 Litigation/Attorney Fees: The parties agree that any dispute between them requiring litigation—whether or not arising under this Agreement—shall only be commenced and determined within the State of Utah. Each party will be responsible for their own costs incurred for any litigation.
- 13.0 General Provisions. This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.
- 14.0 Indemnification. Xpress agrees to indemnify and hold the Customer, its officers, employees, representatives and agents harmless from any loss, claims, causes of action or demands, including attorneys' fees and costs of defense arising out of negligent or improper performance by Xpress of its obligations or work pursuant to this Agreement. Customer agrees to indemnify and hold Xpress, its officers, employees, representatives and agents harmless from any loss, claims, causes of action or demands, including attorneys' fees and costs of defense arising out of negligent or improper performance by Customer of its obligations or work pursuant to this Agreement.
- 15.0 Immigration Laws: Xpress shall comply with all applicable federal and state immigration laws that relate to its employees. A breach of this paragraph shall be deemed a material breach of this agreement that shall entitle Customer to terminate this Agreement. Customer may inspect Xpress' records to ensure compliance.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions Inc.

BY:  _____
(Authorized Signature)

Paul Grincer
(Print or Type Name)

TITLE: Operations Manager

DATE: 03/18/2014

Accepted by:

South Ogden City

BY: _____
(Authorized Signature)

(Print or Type Name)

TITLE: _____

DATE: _____

EXHIBIT A

FEES

Non Recurring Fees

1. Initial Setup Configuration and Development	\$ 1,000.00
Online Payment Module	
Auto Pay Module	
Card Swipe Module	
2. Training (One Full Day's Training)	\$ 500.00

Recurring Fees

3. Gateway Fees:	
Credit Card Processing (per transaction)	\$ 0.30
EFT Online Payments (per transaction)	\$ 0.40
EFT Returned Items	
(Invalid account number or unable to locate account)	\$ 5.00
(NSF or Closed Account)	\$ 10.00
(Customer Stop Payment)	\$ 25.00
Bank Bill Pay (per transaction)	\$ 0.20
Lock Box Service (per transaction)	* \$ 0.48
Check Conversion (per transaction)	* \$ 0.30
800 Operator Assisted Payment (per call)	* \$ 1.95
800 IVR Assisted Payments (per call)	* \$ 1.95
XBP Deposit Account Withdrawals	
(6 free per month then \$3.25)	
4. Monthly Support & Hosting	\$ 0.015
(\$0.015 per billing statement hosted. Minimum \$75.00)	per bill
5. Monthly Account Keeping Fee	\$ 19.00
(Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account)	

Additional Fees (if needed)

6. Credit Card Swipes	\$75.00 per unit
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** if service is activated*

EXHIBIT B
CUSTOMER ACCOUNT INFORMATION

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

EXHIBIT C

ACCEPTABLE USE POLICY

Introduction

The Acceptable Use Policy (AUP) was created by Xpress Solutions and its subsidiaries (the "Company") to protect its network, including, without limitation, the products and services which the Company offers and the related Internet Data Center Services (as defined in the Master Services Agreement) it provides (collectively, the "Xpress Solutions Network"). The Company reserves the right, in its sole discretion, to interpret and apply this AUP. The Company reserves the right to modify this AUP at any time, effective upon posting at www.xpressbillpay.com/aup.asp.

Purpose/Scope

The purpose of this AUP is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This AUP governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this AUP, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this AUP to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this AUP and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this AUP:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this AUP or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this AUP.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity or any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this AUP generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the AUP. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the AUP.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this AUP. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Keith Jenkins, CEO
Xpress Solutions, Inc.
387 S 520 W, Suite 110
Lindon, UT 84042
800-768-7295
kljenkins@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this AUP hereby and which may viewed at www.xpressbillpay.com/copyright.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

ODFI ORIGINATOR AGREEMENT

This ODFI Originator Agreement (this "Agreement"), dated as of _____, 20__, is between **South Ogden City**, a Utah Municipal Corporation ("Company"), and **Bank of American Fork**, a Utah state chartered bank ("Bank").

RECITALS

A. Company wishes to initiate debit Entries (with such debit Entries to include Accounts Receivable Entries ("ARC Entries")) and credit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement, the Third-Party Sender Agreement (identified below) and the rules of the National Automated Clearing House Association (the "Rules"), and Bank is willing to act as an Originating Depository Bank with respect to such Entries.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Company from which Bank initiates each Entry.

AGREEMENT

1. Transmittal of Entries By Company.

(a) Through Xpress Solutions Inc., a Utah limited liability company d/b/a Xpress Bill Pay, as a third-party sender (the "Third-Party Sender"), Company shall transmit credit and debit Entries to Bank in compliance with the formatting and other requirements set forth in the ODFI / Third-Party Sender Agreement between Third-Party Sender and Bank (the "Third-Party Sender Agreement") (or as otherwise determined or directed by Bank in its sole discretion).

(b) Company agrees that its ability to originate entries under this Agreement is subject to exposure limits in accordance with the Rules and as set forth in the Third-Party Sender Agreement (or as otherwise determined by Bank in its sole discretion).

(c) Nothing in the agreements between Originator and Third-Party Sender shall limit or affect the obligations and responsibilities of Company as an Originator to Bank under this Agreement and the Rules.

2. Security Procedures.

(a) Bank shall comply with the security procedures requirements described in the Third-Party Agreement (together with such other procedures as Bank may provide or determine). Company acknowledges that the sole purpose of such security procedures is an attempt to determine verification of authenticity and not to detect an error in the transmission or content of an Entry. No security or other procedures for the detection of any such error has been agreed upon between Bank and Company, and Bank assumes no such responsibility.

(b) Company, in its agreement with Third-Party Sender, is solely responsible to establish and maintain the procedures to safeguard against unauthorized or erroneous transmissions. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers by Bank prior to receipt of such notification and within a reasonable time period thereafter to respond and to put in place measures to prevent unauthorized transfers.

3. Compliance With Security Procedures.

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Third-Party Sender, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Bank the amount of such Entry (or any return with respect thereto) even though the Entry (or request) was not authorized by Company or

Third-Party Sender, provided Bank accepted the Entry in good faith and acted in substantial compliance with the Third-Party Agreement.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Third-Party Sender, Company shall pay Bank the amount of the Entry (or any return with respect thereto), whether or not Bank complied with the Third-Party Agreement with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such provisions.

4. Recording and Use of Communications. Company and Bank agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

5. Processing, Transmittal And Settlement By Bank.

(a) Except as provided in Section 6 and Section 7, Bank shall (i) process Entries received from Third-Party Sender to conform with the file specifications set forth in the Rules and the Third-Party Sender Agreement, (ii) transmit such Entries as an Originating Depository Bank to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.

(b) Bank shall transmit such Entries to the ACH Operator as set forth in the Third-Party Sender Agreement.

(c) If any of the requirements is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline which is a Business Day and a day on which the ACH Operator is open for business.

6. On-Us Entries. Except as provided in Section 7, in the case of an Entry received for credit or debit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 5 are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

7. Rejection of Entries. Bank may reject any Entry which does not comply with the requirements of Section 1, Section 2, or the Third-Party Sender Agreement or which contains an Effective Entry Date more than two (2) days after the Business Day such Entry is received by Bank. Bank may reject an Entry for any reason for which an Entry may be returned under the Rules. Bank may reject any Entry if Third-Party Sender has failed to comply with its obligations under the Third-Party Sender Agreement. Bank may reject any Entry if Third-Party Sender does not adhere to security procedures as described in the Third-Party Sender Agreement or as otherwise determined by Bank.

8. Cancellation or Amendment By Company. Company shall have no right to cancel or amend any Entry submitted by Third-Party Sender to Bank.

9. Notice of Returned Entries; Notice of Change. Bank shall notify Third-Party Sender by phone, electronic transmission, including email, or by other writing of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry.

Bank shall provide Third-Party Sender all information, as required by the Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Bank relating to Entries transmitted by Company.

10. Unconditional Payment by Company for Entries: Payment by ODFI for Entries.

(a) Company shall unconditionally and promptly pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Agreement at such time on the date of transmittal by Bank of such credit Entry as Bank, in its discretion, may determine.

(b) Company shall unconditionally and promptly pay Bank the amount of, and shall otherwise indemnify and hold Bank harmless with respect to, each debit Entry returned (for whatever reason, except due to Bank's gross negligence or willful misconduct), including without limitation an ARC Entry return, by an RDFI that was transmitted by Bank pursuant to this Agreement.

11. The Account. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the settlement account of the Third-Party Sender identified in the Third-Party Sender Agreement (the "Account"). Company agrees that Bank may debit any account maintained by Company with Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Upon request of Bank, Company agrees to promptly provide to Bank such information pertaining to Company's financial condition as Bank may reasonably request.

12. Account Reconciliation. Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected on Third-Party Sender's periodic statement issued by Bank with respect to the Account pursuant to the agreement between Bank and Company. Third-Party Sender has the responsibility of determining the accuracy of all such statements pursuant to the terms of the Third-Party Sender Agreement and the Account agreement. Bank has no obligation to provide any such information to Company.

13. Company Representations And Agreements: Indemnity.

(a) With respect to each and every Entry transmitted by Company, Company represents and warrants to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (d) Company shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

(b) With respect to each and every ARC Entry, Company represents and warrants that the Company has provided the requisite notice to the Receiver prior to the receipt of Receiver's check stating that the check will be used as the basis for the origination of an ARC Entry, stating substantially the following:

When you provide a check as payment, you authorize us to use the information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your check as a check transaction.

(c) Such notice also gives the Receiver the right to give a notice to Company opting out of the use of the check to generate an ARC Entry.

(d) With respect to each and every Entry transmitted as an ARC, Company represents the amount of the Entry, the routing number, the account number, and the check serial number are in

accordance with source check. In addition, Company represents to Bank that with respect to each ARC Entry:

- (i) the Entry was not transmitted to an account of a Receiver who did not receive prior notice of the check conversion or who opted out of check conversion;
- (ii) the source check was not presented for payment;
- (iii) the check used for the debit Entry is in proper form;
- (iv) the check has the necessary MICR line for an ARC Entry;
- (v) the check is for an amount no greater than \$25,000;
- (vi) the check is not a third-party check or a draft;
- (vii) the check has not been remotely created;
- (viii) the check has not been provided by a credit card or home equity line lender for purposes of accessing credit;
- (ix) the check is not drawn on an investment company;
- (x) the check is not an obligation of a financial institution (e.g. a travelers check, cashier's check, money order, etc.); and
- (xi) the check is not payable in a currency other than United States currency.

(e) Company shall indemnify Bank against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, and agreements.

14. Bank Responsibilities; Liability; Limitations on Liability; Indemnity.

(a) In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement and by Third-Party Sender pursuant to this Third-Party Sender Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the services expressly provided for in the Third-Party Sender Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Bank shall not be responsible for Company's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including, without limitation, Third-Party Sender, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Company or any other person described in this Section 14(a).

(b) To the extent that Company incurs losses caused solely by Bank's willful misconduct or grossly negligent conduct in performing the services provided herein, Bank shall be liable only for Company's actual damages; Bank shall not be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, civil strife, war, emergency conditions or other

circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of San Francisco for the period involved. At Bank's option, payment of such interest may be made by crediting the Account.

(e) Bank does not warrant to Company that the Bank's ACH services and related system (whether mechanical, computerized or otherwise) will be free from error or that it will meet the specific requirements of Company. Company shall assume complete responsibility for any Company decisions or actions taken based on information obtained as part of the Banking ACH services or from use of the related system. In the event of a breach of warranty, Bank's sole obligation and liability shall be to take commercially reasonable efforts to protect Company against loss and to provide competent services as expected from a financial institution consistent with industry standards to correct any errors identified in the System and to re-perform any services which fail in a material respect to meet the limited warranties provided herein. Notwithstanding the foregoing, Bank makes no warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

15. Inconsistency of Name And Account Number. Company acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Third-Party Sender, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Bank (or any return with respect thereto) is not excused in such circumstances.

16. Amendments. From time to time Bank may amend any of the terms and conditions contained in this Agreement and the Third-Party Sender Agreement. Such amendments shall become effective upon thirty (30) days after receipt of notice by Company or such later date as may be stated in Bank's notice to Company.

17. Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

(b) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine, and any such communication shall be deemed to have been signed by such person.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Bank, addressed to:

Bank of American Fork
P.O. Box 307
American Fork, Utah 84003
Attn: Janet Lopez

and, if to Company, addressed to:

South Ogden City
3950 S Adams Ave
South Ogden, UT, 84403
Attn: Brian Minster

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

18. Data Retention.

(a) Company shall retain all information about its digitizing of checks and related items and source documents for thirty (30) days following the date of their transmittal to Third-Party Sender, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

(b) Company will retain each check used to originate debit Entries for a reasonable period of time, but in no event fewer than ninety (90) days after such check has been digitized and transmitted to Third-Party and no more than one hundred eighty (180) days after such date. Company will use commercially reasonable methods to destroy such checks including without limitation prior storage in a locked, secure location and cross-shredding.

19. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making such information available to Company shall be paid by Company.

20. Evidence of Authorization. Company shall obtain all consents and customer authorizations required under the Rules and Section 13 of this Agreement and shall retain such consents and authorizations for two (2) years after they expire.

21. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

22. Termination. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Bank's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

23. Entire Agreement. This Agreement, together with the Third-Party Sender Agreement, is the complete and exclusive statement of the agreement between Bank and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Company with respect to such subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Bank and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Bank and Company, regardless of whatever practices and procedures Bank and Company may use.

24. Non-Assignment. Company may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

25. Waiver. Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement.

26. Binding Agreement; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Company hereunder.

27. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

28. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

29. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. Company consents to the nonexclusive jurisdiction of the state and federal courts of the State of Utah to consider any matter or lawsuit with respect to the enforcement of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Bank of American Fork

South Ogden City

By _____

By _____

Name _____

Name _____

Title _____

Title _____

City Council Staff Report



Subject: MOU with Utah National Guard @ Browning Armory
Author: Darin Parke
Department: Police
Date: 5/6/14

Recommendation

I recommend the Memorandum Of Understanding with the Utah National Guard regarding alarm responses be approved.

Background

Memorandums Of Understanding require Council approval. The UT. National Guard has made a request for an MOU.

Several years ago South Ogden identified false alarms as a considerable waste of resources, primarily employee time. The city decided to require any location with an alarm system to have a city permit. On a third false alarm the permit holder is charged \$50.00. The fourth costs \$150.00; the fifth \$250, the sixth \$300.00. The seventh restarts at \$50.00.

Previously the Utah National Guard has declined to pay for a \$50.00 alarm permit. As a result prior administrations declined to have SOPD respond to alarms at the Browning Armory.

Analysis

This MOU specifies that National Guard Personnel will respond to alarms at the facility, and will determine if the alarm was an actual or attempted intrusion. If it is, they will contact SOPD for a response.

Under this Memorandum Of Understanding SOPD will not have responses to false alarms at the Armory.

This MOU asks for the Police Chief's signature.

Significant Impacts

South Ogden will not receive \$50.00.

Attachments

The MOU referenced above.

RESOLUTION NO. 14-14

A RESOLUTION APPROVING ENTRY INTO MEMORANDUM OF UNDERSTANDING WITH UTAH NATIONAL GUARD TO MEMORIALIZE THE UNDERSTANDINGS, COMMITMENTS, AND OBLIGATIONS BETWEEN BOTH CITIES REGARDING PHYSICAL SECURITY OF THE BROWNING NATIONAL GUARD ARMORY; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION I - RECITALS

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

WHEREAS, the City Council finds that in conformance with the provisions of UCA §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 Utah National Guard has requested that the South Ogden Police Department assisted them in insuring the physical security of the Browning National Guard Armory, located in South Ogden; and,

WHEREAS, the City Council finds that South Utah National Guard, as an agency of the state of Utah, is entitled to this consideration and assistance; and,

WHEREAS, the City Council finds that the understandings, commitments, and obligations between both entities should be spelled out, and has been set out, in a Memorandum of Understanding which is attached hereto; and,

WHEREAS, the City Council finds that it is in the best interest of the city and its residents to enter into such a service agreement

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

The City Council of South Ogden City, State of Utah, hereby authorizes and approves the execution of Memorandum of Understanding between South Utah National Guard and Utah National Guard, as discussed above, and authorizes the City Manager, or his designee, to sign said Agreement (attached hereto as **Attachment "A"**) and by this reference fully incorporated herein; and further authorizes the City Recorder to attest any and all documents necessary to confirm that the City Manager, or his designee, has been duly authorized to execute those documents.

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

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such 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 VI - DATE OF EFFECT

This Resolution shall be effective on the 6th day of May, 2014, 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 6th day of May, 2014**

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 14-14

A Resolution Approving Entry Into Memorandum Of Understanding With Utah National Guard To Memorialize The Understandings, Commitments, And Obligations Between Both Cities Regarding Physical Security Of The Browning National Guard Armory; Authorizing The City Manager Or His Designee To Sign Any And All Necessary Documents; And Providing For An Effective Date

06 May 14



Jon M. Huntsman, Jr.
Governor
Major General Brian L. Tarbet
The Adjutant General

State of Utah

UTAH NATIONAL GUARD

12953 MINUTEMAN DRIVE
DRAPER, UTAH 84020-9286
(801) 432-4400

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UTAH NATIONAL GUARD AND SOUTH OGDEN CITY POLICE DEPARTMENT

SUBJECT: Physical Security of the Browning National Guard Armory

1. Reference. Army Regulation 190-11, Physical Security of Arms, Ammunition and Explosives.
2. Purpose. The purpose of this memorandum of understanding (MOU) is to clarify policy, procedures, and standards, and assign responsibilities necessary to ensure understanding and accord between the Utah National Guard (UTNG) and South Ogden City Police Department (So. Ogden PD) for the effective implementation and application of physical security to safeguard UTNG property.
3. Scope. This MOU outlines the procedures to be utilized in case of a security incident at the Browning National Guard Armory located at 625 East 5300 South, Ogden, Utah 84405-4549, herein after know as the Browning Armory.
4. Understandings, agreements, and support and resource needs.
 - a. Upon receiving an interior alarm signal from the Browning Armory's intrusion detection system (IDS), Mountain Alarm Company will immediately contact the installation's designated point of contact (POC). If the alarm is determined to be a false or nuisance alarm, they will complete the process per Standard Operating Procedures (SOP) and AR 190-11 paragraph 3-6h. If the alarm is determined to be the result of an actual or attempted intrusion, they will immediately contact the So. Ogden PD for assistance.
 - b. Upon receiving a call for assistance, So. Ogden PD agrees to direct an immediate response force. The response force should respond to an activated alarm as soon as possible, but in no case may arrival at the scene exceed 15 minutes (AR 190-11, paragraph 3-6a-b). The responding police Officer will meet the POC at the street address entrance of the armory unless other arrangements are made. The POC will then brief the Officer. The Officer then becomes the Officer-in-Charge of the situation. If the POC fails to appear, or is not at the appointed place, the responding officer will assume the POC is under duress.
 - c. So. Ogden PD understands that the responding Officer may use any measures to secure UTNG property.
 - d. At their sole discretion, So. Ogden PD has the authority to contact any other law enforcement agencies, with which they may have a reciprocal agreement, for assistance.
 - e. In the event an intrusion detection system (IDS) is inoperative at the end of the duty day, all units or activities that store weapons, sensitive items or classified information in the protected facility will relocate those items to another IDS protected facility or post a guard until the IDS is operational again. (AR 190-11, paragraph 4-2e(3)).

SUBJECT: Physical Security of the Browning National Guard Armory

f. Modification of this agreement requires written notification and approval by all parties 60 days in advance.

5. Termination. This understanding will be reviewed at the beginning of every calendar year and remain in effect until canceled by either party, but not to exceed five years from effective date.

6. Effective date. This MOU is effective upon signature by all parties. Amendments will be reviewed and signed by all parties prior to implementation.

7. Points of contact. If the So. Ogden PD needs to contact a representative of the UTNG in responding to any emergency they should call:

- a. Primary: SSG Ryan J. Lewis
Work #: (801) 476-3804
Mobile #: (801) 336-3804

- b. Alternate: SSG Meaghan Knight
Work #: (801) 476-3830
Mobile #: (801) 907-1663

Darin Parke
Chief of Police
South Ogden City

BRIAN L. TARBET
Major General
Adjutant General

(Date)

(Date)

Approved as to form and content:

Fiscal review:

State Judge Advocate

USPFO for Utah

City Council Staff Report



Subject: Hidden Creek Amended Subdivision
Author: Leesa Kapetanov
Department: Administration
Date: May 6, 2014

Recommendation

Staff recommends approval of this subdivision amendment.

Background

This amended subdivision has been reviewed by the planning commission, had a public hearing, and now needs approval by the council.

Analysis

The amendment basically took three lots and combined them to create two larger lots. The city engineer recommended the city vacate the utility easements on the previous three lots, (which you will do earlier in the meeting), as well as adding new utility easements along the shared lot line of the two new lots. This has been done, and is now ready for your approval.

Significant Impacts

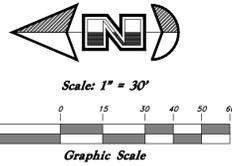
None.

Attachments

See subdivision plat.

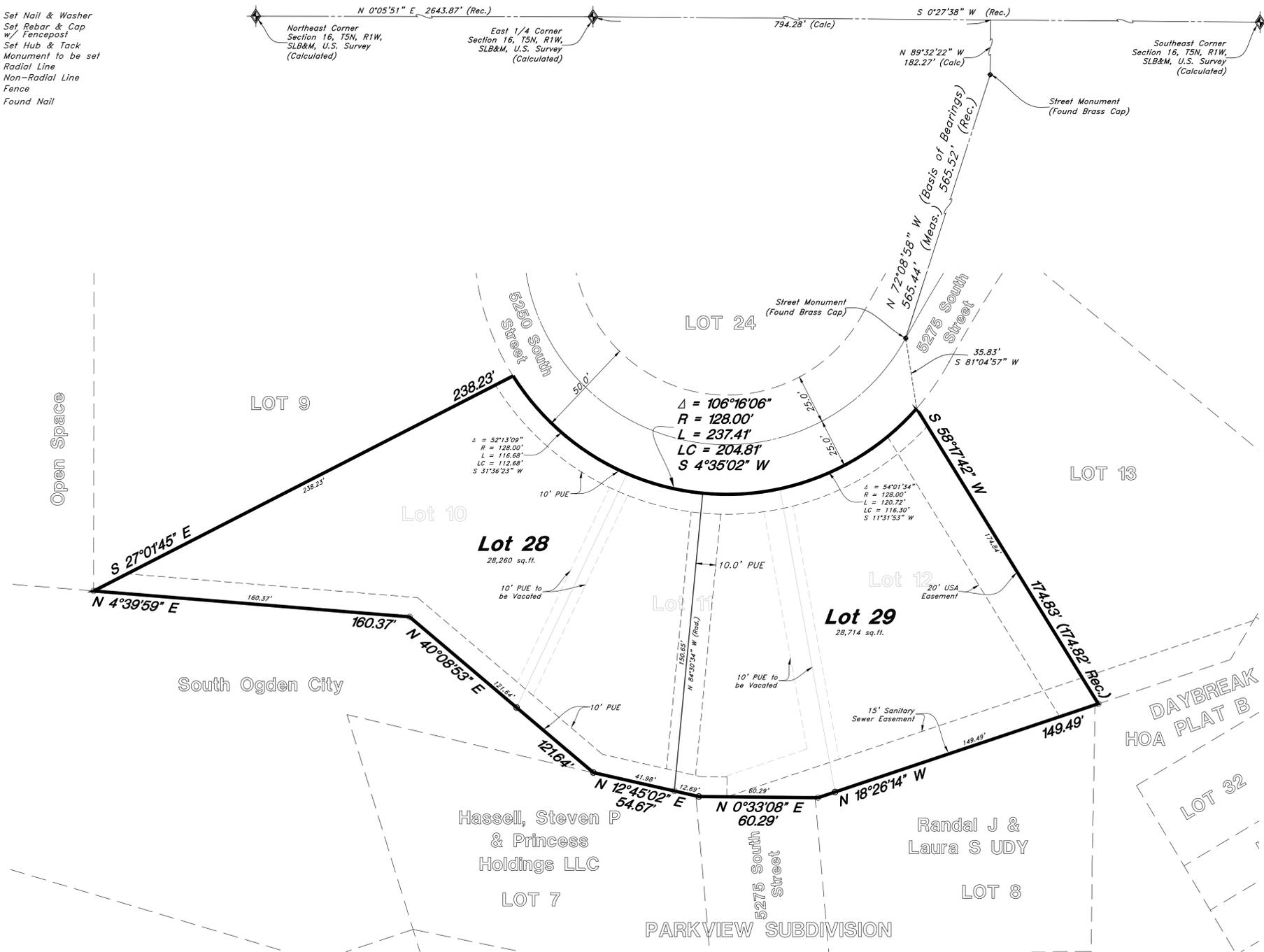
Hidden Creek Estates - 1st Amendment

All of Lots 10, 11, and 12, Hidden Creek Estates
 being a part of the Southeast 1/4 of Section 16, T5N, R1W, SLB&M, U.S. Survey
 South Ogden City, Weber County, Utah
 March 2014



Legend

- ▲ Set Nail & Washer
- Set Rebar & Cap w/ Fencepost
- ⊙ Set Hub & Tack
- ⊕ Monument to be set
- (Rad.) Radial Line
- (N/R) Non-Radial Line
- Fence
- Found Nail



SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described herein in accordance with Section 17-23-17 and that I have verified all measurements shown hereon this plat of Hidden Creek Estates - 1st Amendment in South Ogden City, Weber County, Utah and that it has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Weber County Recorder's Office. Monuments have been found or placed as represented on this plat.

Signed this ____ day of _____, 2014.

6242920
 License No.

Andy Hubbard

OWNER'S DEDICATION

Know all men by these presents that we the undersigned owners of the hereon described tract of land do hereby set apart and subdivide the same into lots as shown on this plat and name said tract Hidden Creek Estates - 1st Amendment and do hereby dedicate, grant and convey to South Ogden City those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by South Ogden City. Signed this ____ day of _____, 2014.

O.E.I Investments LLC

Jerry H. Peterson

ACKNOWLEDGMENT

State of Utah
 County of _____

The foregoing instrument was acknowledged before me this ____ day of ____ 20__ by _____.

Residing At: _____

A Notary Public commissioned in Utah

Commission Number: _____

Commission Expires: _____

Print Name

NARRATIVE

This survey and subdivision plat were requested for the purposes of combining three lots into two.
 A line bearing North 72°08'58\"/>

BOUNDARY DESCRIPTION

All of Lots 10, 11, and 12, Hidden Creek subdivision, South Ogden City, Weber County Utah - According to official Plat Thereof
 Beginning at a point on the Westerly line of 5275 South Street, being the Southeast corner of Lot 12, and the Northeast corner of Lot 13, said Hidden Creek Estates, and running thence South 58°17'42\"/>

Contains: 54,974 sq.ft.

NOTE:

1. 10' Wide Public Utility and Drainage Easements each side of property line as indicated by dashed lines, unless otherwise shown.

SOUTH OGDEN CITY ATTORNEY

I have examined the financial guarantee and other documents associated with this subdivision plat and in my opinion they conform with the city ordinance applicable thereto and now in force and effect.
 Signed this ____ day of _____, 2014.

City Attorney

SOUTH OGDEN CITY ENGINEER

I hereby certify that the requirements of all applicable statutes and ordinances prerequisite to city engineer approval of the foregoing plat and dedications have been complied with.
 Signed this ____ day of _____, 2014.

City Engineer

SOUTH OGDEN CITY PLANNING COMMISSION APPROVAL

This is to certify that this subdivision plat was duly approved by the South Ogden City Planning Commission on the ____ day of _____, 2014.

Chairman, South Ogden City Planning Commission

SOUTH OGDEN CITY COUNCIL APPROVAL

This is to certify that this subdivision plat was duly approved by the South Ogden City Council on the ____ day of _____, 2014.

South Ogden City Recorder

South Ogden City Mayor

WEBER COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND RECORDED _____ AT _____, UT _____
 IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____, RECORDED FOR _____

WEBER COUNTY RECORDER

BY: _____ DEPUTY



City Council Staff Report



Subject: Panhandling/ Roadway Transactions
Author: Chief Darin Parke
Department: Police
Date: 5/6/14

Recommendation

This item is being brought up for discussion at the request of Councilmember Smith. I recommend the elected officials explore the regulation of Panhandling within South Ogden City and provide direction to staff accordingly.

Background

SOPD has seen increased complaints from business owners, patrons, and the public regarding panhandling in the city. Lt. Nelson began exploring possible regulation with Mr. Bradshaw several weeks ago. On 4/17/14 Councilmember Smith requested information specific to Provo City's ordinance regarding this topic.

Analysis

Several weeks ago the Police Department began exploring the regulation of panhandling due to complaints from business owners and the public. The complaints were about intimidation and harassment by panhandlers, and concerns about safety and traffic flow. Councilmember Smith asked for information last week regarding the manner in which Provo enacted a panhandling ordinance.

As I researched the Provo ordinance two documents were located: a Research Memorandum entitled *Roadway Transaction Regulation Constitutionality*, and *Provo City Ordinance No. 9.32.200*.

The Provo Research Memorandum identifies Federal and State court cases providing guidance in the regulation of panhandling. The following is a summary of the Research Memorandum without citation. Please see the attachments for further details and citations.

Such an ordinance may burden speech as long as it is content neutral toward speech, is supported by significant government interests, and gives alternatives for the affected speakers to reach a similar audience.

Prohibiting transactions between pedestrians and occupants of motor vehicles on heavily traveled roadways or publicly owned entrances and exits to those roadways while the vehicle is not legally parked has been ruled constitutional in Federal and State courts.

The first evaluation of a court considering the constitutionality of such an ordinance is its content-neutrality toward the type of speech. If the content-neutrality evaluation is passed the court will apply a three part intermediate scrutiny test. The government will have to

show the ordinance 1) served a significant government interest, 2) was narrowly tailored to serve that interest, and 3) left open ample alternative channels of communication.

Government Interest and Regulation is allowed on heavily travelled roadways; to promote free flow of traffic on roads and sidewalks; and to reduce nuisances and crime rates caused by solicitors.

On the issue of being narrowly tailored the ordinance must not burden “substantially” more speech than is necessary to the significant government interest.

Regarding alternative channels available for communication. Areas regulated can be named specifically, such as a specific shopping area with a high volume of traffic; can be highways owned by the state or county; or can be city streets designated as collector or arterial streets. Not all city streets can be designated as off limits to the speech as that would not provide the alternative channels required by the courts.

Within South Ogden this issue occurs on high-volume traffic roadways where it inhibits the safety and free flow to traffic on those roadways and attending sidewalks, and has subjected individuals attempting to use those roadways and sidewalks to harassment and intimidation.

Significant Impacts

This section usually identifies direct budget expenses to the City. In this instance this is an issue of public safety which would be enhanced by enacting such an ordinance.

Attachments

Provo Research Memo; Provo Ordinance 9.32.200.



CITY ATTORNEY'S OFFICE
RESEARCH MEMORANDUM

TO: Camille Williams, Provo City Attorney
FROM: Brody Wight, Law Clerk
DATE: 07/11/2013
RE: Roadway Transaction Regulation Constitutionality

QUESTION

Is a statute prohibiting transactions between pedestrians and occupants of motor vehicles on heavily traveled roadways or publically owned entrances and exits to those roadways while the vehicles involved are not lawfully parked constitutional under the First and Fourteenth Amendments of the United States Constitution?

ANSWER

Yes. Such a statute is a content-neutral regulation that may burden speech, but is constitutional as such, as it is supported by significant government interests and is narrowly tailored to those interests. The statute also gives ample alternatives for the affected speakers to reach a similar audience.

ANALYSIS

A prohibition on transactions between pedestrians and vehicle occupants likely burdens the speech of those soliciting charitable personal contributions in a way that implicates freedom of speech under the First and Fourteenth Amendments because “[t]he distinction between laws burdening speech and laws banning speech is but a matter of degree.” *See Riley v. Nat’l Fed’n of*

Blind, 487, U.S. 781, 789 n. 5 (1988); *United States v. Playboy Entm't Group*, 529 U.S. 803, 812 (2000). This does not mean, however, that the ordinance is invalid. Roadway solicitations and transactions are “undoubtedly subject to reasonable regulation” as long as the regulation is made without regard to the content of the protected speech intertwined with those roadway transactions. *Meyer v. Grant*, 486 U.S. 414, 422 (1988).

When a government regulation burdens speech or expressive conduct, the principle inquiry is whether the purpose of the act was to regulate the content of the speech by distinguishing “favored speech from disfavored speech on the basis of the ideas or views expressed” (a content-based regulation), or the purpose of the act was to serve some other government interest that incidentally affected protected speech (a content-neutral regulation). *Turner Broad. Sys. V. FCC*, 114 S. Ct. 2445, 2459 (1994). In order to determine whether an act is content-neutral or content-based “[t]he principal inquiry . . . is whether the government [] adopted [the] regulation of speech because of disagreement with the message it conveys.” *Ward v. Rock Against Racism*, 491 U.S. 781, 791 (1989). Courts will look at the government’s purpose in enacting the regulation as a controlling consideration in determining content-neutrality. *Id.* If the act “appl[ies] equally to all [speakers], regardless of viewpoint, and the statutory language makes no reference to the content of the speech,” then the court will likely determine that the act is a content-neutral time, place, and manner provision. *Hill v. Colo.*, 120 S. Ct. 2480, 2491 (2000).

Here, the government’s purpose for enacting the prohibition on roadway transactions is to ensure safety on public roads, prevent traffic disruptions, and prevent possible disruptive and/or criminal activity associated with roadway transactions. These purposes are supported by the fact that the language of the statute makes no reference to the content of speech, and the statute

applies equally to every person conducting transactions on public roads. There is no evidence that the government has disagreed with the message of roadside solicitors or that any disagreement with their message inspired the creation of the statute. Even if there were some evidence of disagreement with the message of roadside solicitors, “[i]t is a familiar principle of constitutional law that [a] [c]ourt will not strike down an otherwise constitutional statute on the basis of an alleged illicit legislative motive.” *United States v. O’Brien*, 391 U.S. 367, 383 (1968). Therefore, the ordinance will likely be determined to be content-neutral. This conclusion is consistent with other significant federal cases dealing with similar roadside solicitation and transaction statutes and ordinances. Almost¹ all such regulation has been determined to be content-neutral. *See, e.g. Wilkinson v. Utah*, 860 F. Supp. 2d 1284 (D. Utah 2012).

Once content-neutrality is established, a court will apply a three part intermediate scrutiny test to determine if the government act unconstitutionally intrudes on protected speech rights. The government will have to show that the legislative act 1) served a significant government interest, 2) was narrowly tailored to serve that interest, and 3) left open ample alternative channels of communication. *Ward*, 491 U.S. at 791; *Perry Educ. Ass’n v. Perry Local Educator’s Ass’n*, 460 U.S. 37, 45 (1983).

Significant Government Interest

There are a number of significant government interests served by a statute prohibiting transactions between pedestrians and vehicle occupants in heavily traveled roadways, and it is not likely that a court will strike down the statute on this point. For example, promoting public safety on roadways has always been considered a significant interest within the power of state and local governments, and imposing safety regulations “has never been regarded as inconsistent with civil

¹ One case that banned solicitations by beggars across the city was content-based because it singled out beggars and excluded charities and religious organizations who also solicited in similar ways. *Loper v. New York City Police*

liberties but rather as one of the means of safeguarding the good order upon which they ultimately depend.” *Cox v. New Hampshire*, 312 U.S. 569, 574 (1941); *see also Gresham v. Peterson*, 225 F.3d 899,906 (7th Cir. 2000). Another significant interest courts have acknowledged is the interest in promoting the free flow of traffic on sidewalks and streets. *Madsen v. Women’s Health Ctr.*, 512 U.S. 753 (1994); *United States Labor Party v. Oremus*, 619 F.2d 683, 688 (7th Cir. 1980). Some courts have even stated that responding to the “threatening environment[s],” nuisances and increased crime rates caused by solicitors in public places are significant government interests. *Gresham*, 225 F.3d at 906; *Smith v. City of Fort Lauderdale*, 177 F.3d 954, 956 (11th Cir. 1999). A statute prohibiting roadway transactions can and should state these government interests as those that the statute was meant to address.

Narrow Tailoring

The second question is whether the statute is narrowly tailored. In order to be narrowly tailored a government act must actually promote the previously identified significant government interest, and it must be shown that the interest would be served less effectively without the regulation. *Ward*, 491 U.S. at 799. The regulation does not need to be the perfect fit for the need; nor does the government have to show that the regulation was the least restrictive burden on speech necessary to meet their needs. *Id.* at 800. Instead, the government must show that the regulation does not burden “substantially” more speech than necessary to address the significant government interest. *Id.*

A statute prohibiting transactions between pedestrians and vehicle occupants directly promotes the aforementioned significant interests. Roadway transactions can impede the normal flow of traffic because “[t]he individual solicited must decide whether or not to contribute . . . and then, having decided so, reach for a wallet [and] search it for money” while sitting in traffic.

Dep’t, 999 F.2d 699, 705-06 (2d Cir. 1993).

United States v. Kokinda, 497 U.S. 720, 733-34 (1990); *Heffron v. Int’l Soc. For Krishna Consciousness*, 452 U.S. 640, 644–45 (1981). One can just as easily see how preventing the type of behavior the ordinance prohibits would promote safety when solicitors are entering busy roads and intersections to make transactions. In one case dealing with a similar ordinance, the city produced video tape of pedestrians walking into active roadways to make transactions causing traffic to divert and causing vehicles to stop at green lights. *Times-News Publ’g Co. v. City of Burlington*, 2008 U.S. Dist. LEXIS 56451 (M.D.N.C. June 30, 2008). In fact, “achievement of the goals of traffic safety and flow would be significantly less effective without [a regulation on roadway transactions].” *Contributor v. City of Brentwood*, 2012 U.S. Dist. LEXIS 161370, 12 (M.D. Tenn. Oct. 29, 2012). Crime rates may also increase with roadway transactions due to arguments between roadside solicitors attempting to solicit from the same section of the road.

If the government can prove that the regulation in question promotes the significant government interest, the regulation can still be unconstitutional if it burdens substantially more speech than necessary. Street solicitation and roadway transaction statutes have been challenged in several areas because the challengers claimed the ordinances in question were broader than necessary to serve the government interest. Some ordinances were challenged because they prohibited solicitation at all times of the day and night (*Gresham*, 225 F.3d 899 at 906); addressed all solicitation rather than aggressive, coercive, or fraudulent solicitation (*Loper v. New York City Police Dep’t*, 999 F.2d 699, 705-06 (2d Cir. 1993)); and covered all streets in the city rather than just the busy streets (*Nelson v. Hillsborough County*, 1995 U.S. Dist. LEXIS 22503, 29-30 (M.D. Fla. Feb. 6 1995). Of these, only the challenge stating that the ordinance was overinclusive because it addressed all solicitation rather than aggressive solicitation succeeded,

and that challenge succeeded because the stated government interest of preventing aggression and fraud was narrow and covered by other laws. *Loper*, 999 F.2d at 705–06.²

A federal court in Utah, however, has held differently. A Utah statute prohibiting solicitation on all roadways was struck down because it was not narrowly tailored. *Wilkinson*, 860 F. Supp. 2d 1284. In that case, the court held that prohibiting solicitation on all roads within the state was not narrowly tailored because prohibiting solicitation on quiet roads does have an impact on the government interest of promoting roadway safety. *Id.* According to the court, “the statute would prohibit children from selling lemonade in front of their house on a quiet residential street in Parowan, Utah or a panhandler from requesting donations alongside a gravel road.” *Id.* at 1290.

The statute here can be distinguished from the Utah statute that was struck down in two respects. First, the statute does not prohibit solicitation but only prohibits transactions made in the roadway while a vehicle is not lawfully parked. The statute would not extend, for example, to kids selling lemonade in a residential neighborhood. They could still solicit on the side of the roadway, and a passerby would be able to park his car and then purchase the lemonade. Those wishing to solicit vehicle occupants still have the ability to do so as long as the vehicle parks before making the transaction. Such a regulation is narrowly tailored to address safety and traffic issues, while having a minimal impact on speech.

Second, the statute here will not apply to every roadway, but is limited to heavily traveled roadways and publically owned entrances and exits to those roadways where safety and traffic concerns are greatest. The government can determine which roadways will be implicated by the statute through a number of different approaches. It could be left up to city councils to specify roadways within their city limits where safety and traffic concerns are greatest. The roadways

² Note again, *Loper* was held to be a content-based speech restriction.

implicated could be limited to roadways within certain zones, roads with a defined minimum daily traffic volume, certain generally used classifications of roadways, or roadways with the highest percentage of accidents.

Though *Wilkinson* gives little direction on the number or type of roadways the statute could constitutionally affect, the government will likely have broad latitude in determining the roadways the statute will affect because there are valid safety concerns with roadway transactions on most roadways. A federal district court in Florida has held that an ordinance addressing situations involving interference with vehicular traffic need not be limited to certain streets because there is a legitimate interest in safety on all streets. *Nelson*, 1995 U.S. Dist. LEXIS 22503 at 29. Safety concerns are inherently greater with roadway transactions—where people enter the roadway in order to make the transaction—than they are with merely soliciting donations from the side of the road. Accordingly, here the government will likely have more latitude in regulating actual transactions than the government had in *Wilkinson*—where it attempted to regulate solicitation—due to the greater safety concerns. Therefore, although limiting the prohibition against transfers in the roadway to streets where safety concerns are greater is more likely to be viewed as narrowly tailored, the government in this case will likely have significant latitude in determining which roadways to include.

Ample Alternative Channels of Communication

When a content-neutral time, place, and manner regulation burdens speech the regulation must leave open adequate channels for the burdened speaker to communicate her message to the same or similar audience. *Ward*, 491 U.S. at 791. The alternative does not have to be the speaker's preferred choice, but it does have to be adequate. *Heffron*, 452 U.S. at 647. In cases on solicitation ordinances, courts have held that solicitors have alternative channels when they can

solicit to pedestrians on sidewalks or other public forums, when they can solicit door-to-door or by telephone, or when they are able to spread their message even if they can't directly ask for money. *See Gresham*, 225 F.3d at 907; *Contributor*, 2012 U.S. Dist. LEXIS 161370 at 13–14; *Nelson*, 1995 U.S. Dist. LEXIS 22503 at 30–31. Cases where it has been held that there were no alternative channels of communication were cases that prohibited begging throughout the city. *See Loper*, 999 F.2d at 702.

Here, the statute provides ample alternative channels of communication. Solicitors can solicit from pedestrians and in other public forums. They can even solicit on the side of roadways reaching the same audience they would if the ordinance had not been passed and the speech had not been burdened. They can make transactions with vehicle occupants on roadways that are not affected by this statute. They are even allowed to make transactions if the vehicle being solicited legally parks. For these reasons, a court will likely hold that the city ordinance permits ample alternative channels of communication.

Having determined that the statute serves a significant government interest, is narrowly tailored to that interest, and provides ample alternative channels of communication, a court will likely hold that the statute here is a valid time, place, or manner restriction and does not violate any constitutional provisions.

CONCLUSION

A statute prohibiting transactions between pedestrians and occupants of vehicles on heavily traveled roadways or publically owned entrances and exits to those roadways that are not lawfully parked will likely withstand constitutional scrutiny under the First and Fourteenth Amendments. The statute is a content-neutral time, place, and manner regulation. As such, it serves the significant government interest of promoting safety in roadways and traffic flow, it is

narrowly tailored to fit those interests, and it provides ample alternative channels of communication to the speakers affected.

ORDINANCE NO. 2013-

AN ORDINANCE ENACTING PROVO CITY CODE SECTION 9.32.200
PROHIBITING THE UNSAFE TRANSFER OF MONEY OR OTHER
PERSONAL PROPERTY IN A ROADWAY. (13-070)

WHEREAS, there have been increasing incidents of individuals and groups entering the travel portion of a roadway and the entrances and exits of public parking lots to seek money and/or personal property from motorists; and

WHEREAS, the Provo City Municipal Council finds that such incidents have the potential of distracting drivers and causing (i) accidents and injuries to pedestrians and motorists, and (ii) damage to property; and

WHEREAS, these incidents also have the potential to slow and interrupt the safe and orderly flow of traffic thereby causing (i) increased delay, (ii) vehicle idling and air pollution, and (iii) motorist frustration, annoyance, anxiety and aggressive behavior; and

WHEREAS, Provo City desires to create a public atmosphere conducive to the cautious, efficient, and less disconcerting flow of both pedestrian and vehicular traffic in and near roadways, and desires to promote the public's health, safety and general welfare; and

WHEREAS, the Municipal Council finds that the transfer of money or other personal property to and/or from a person in a motor vehicle while that vehicle is in the travel portion of a roadway and at the entrances and exits of public parking lots impedes the flow of pedestrian and vehicular traffic, delays travel, and contributes to increased vehicle idling and air pollution; and

WHEREAS, the Municipal Council finds that the transfer of money or other personal property between persons while a vehicle is not legally parked puts the health, safety, and general welfare of driver and pedestrian at greater risk; and

WHEREAS, on July 30, 2013 the Municipal Council held a duly noticed public meeting to consider this matter; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the provisions prohibiting the transfer of money and personal property in the roadway as set forth below should be adopted for the reasons set forth above, including promoting the orderly flow of traffic and reducing delay, vehicle idling and air pollution, and motorist frustration, annoyance and hostility; and (ii) such action reasonably furthers the health, safety and general welfare of the citizens of Provo City.

44 NOW THEREFORE, BE IT ORDAINED BY The Municipal Council of Provo City,
45 Utah, as follows:
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47 PART I:
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49 Section 9.32.200 of the Provo City Code is hereby enacted as follows:
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51 **Section 9.32.200. Unlawful Transfer on a Roadway.**

52 (1) It is the intent of this Section to enhance the safety of pedestrians and motor vehicle
53 occupants on public roadways and public parking lots within Provo City limits; to
54 assure the free, orderly, and undisrupted movement of motor vehicles on public
55 roadways within Provo City municipal limits; and to ensure that transactions between
56 pedestrians and motorists within Provo City limits are undertaken in an orderly
57 manner and do not create motorist frustration, annoyance or hostility. This Section is
58 intended to apply evenhandedly to all persons who engage in the activities proscribed
59 regardless of their intent or any message they may be attempting to communicate
60 incidental to the proscribed activity.

61 (2) For purposes of this Section, the following definitions shall apply:

62 (a) "Roadway" means the travel portion of: (i) streets and parking areas within
63 the boundary of the pedestrian mall designated by Provo City Code 9.30.010
64 Center Street Mall, (ii) highways owned and maintained by the State of Utah
65 or Utah County, and (iii) Provo City streets designated as collector or arterial
66 streets.

67 (b) "Legally Parked" means a vehicle that is standing, stopped, or otherwise
68 appropriately parked in an area designed or legally authorized for parking.

69 (3) It shall be unlawful for a person:

70 (a) while a pedestrian, to accept, take or otherwise obtain possession or control of
71 any money or personal property from a person within a motor vehicle while
72 that motor vehicle is within a Roadway or on publicly owned property used as
73 an entrance or exit to a Roadway;

74 (b) while a driver or passenger in a motor vehicle in a Roadway or on publicly
75 owned property used as an entrance or exit to a Roadway, to give, hand over,
76 or relinquish possession or control of any money or personal property to a
77 pedestrian.

78 (4) Notwithstanding anything to the contrary in this Section, the activities proscribed by
79 this Section shall not be unlawful if: (i) such actions are required as the result of a
80 traffic accident, medical emergency, or similar exigent circumstances; (ii) such
81 actions are directed by a peace officer or authorized traffic control officer in the
82 course of their official duties, or (iii) the transaction is undertaken after the motor
83 vehicle has been Legally Parked.

84 (5) Any person violating this subsection shall be guilty of a Class C Misdemeanor.
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86 PART II:

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88 A. If a provision of this ordinance conflicts with a provision of a previously adopted
89 ordinance, this ordinance shall prevail.

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91 B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be
92 severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or
93 invalid, the remainder of the ordinance shall not be affected thereby.

94

95 C. The Municipal Council hereby directs that the official copy of the Provo City Code be
96 updated to reflect the provisions enacted by this ordinance.

97

98 D. This ordinance shall take effect immediately after being posted or published as required
99 by law.

100

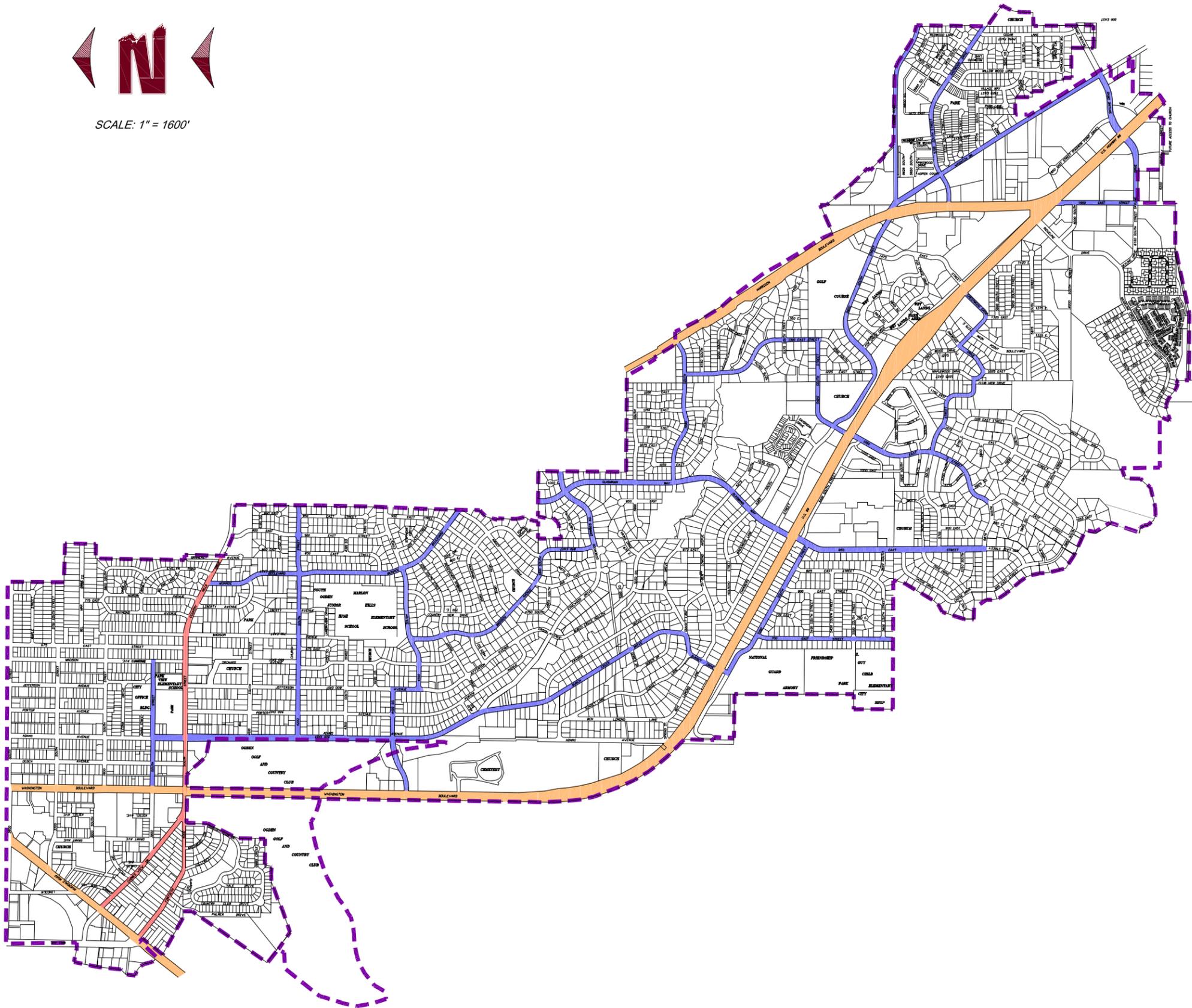
101 END OF ORDINANCE

Section 7-1-4 Unlawful Transfer on a Roadway

- (1) This section is intended to enhance the safety of pedestrians and motor vehicle occupants on public roadways and public parking lots with South Ogden City limits; to assure the free, orderly and undisrupted movement of motor vehicles on public roadways within South Ogden City limits; and to ensure that transactions between pedestrians and motorists within South Ogden City limits are undertaken in an orderly manner and do not create motorist frustration, annoyance or hostility. This Section is intended to apply evenhandedly to all persons who engage in the activities proscribed regardless of their intent or any message they may be attempting to communicate incidental to the proscribed activity.
- (2) For this Section, the following definitions shall apply:
 - (a) “Roadway” means the travel portion of: (i) highways owned and maintained by the State of Utah or Weber County, and (ii) South Ogden City streets designated as collector or arterial streets, including, but not limited to, 39th Street West of Washington Blvd., 37th Street West of Washington Blvd., and Chime View Dr. West of Riverdale Rd. (See attached map, incorporated in full.)
 - (b) “Legally Parked” means a vehicle standing, stopped, or otherwise appropriately parked in an area designed or legally authorized for parking.
- (3) It shall be unlawful for a person:
 - (a) while a pedestrian, to accept, take or otherwise obtain possession or control of any money or personal property from a person within a motor vehicle while that motor vehicle is within a Roadway or on publicly owned property used as an entrance or exit to a Roadway;
 - (b) while a driver or passenger in a motor vehicle in a Roadway or on publicly owned property used as an exit or entrance to a Roadway, to give, hand over, or relinquish possession or control of any money or personal property to a pedestrian.
- (4) Notwithstanding anything to the contrary in this Section, the activities proscribed by this Section shall not be unlawful if: (i) such actions are required as the result of a traffic accident, medical emergency, or similar exigent circumstances; (ii) such actions are directed by a peace officer or authorized traffic control officer in their official duties, or (iii) the transaction is undertaken after the motor vehicle has been legally parked.
- (5) Any person violating this subsection shall be guilty of a Class C Misdemeanor.



SCALE: 1" = 1600'



SOUTH OGDEN CITY CORPORATION TRAFFIC CAPITAL FACILITIES PLAN & IMPACT FEE ANALYSIS



LEGEND

- STUDY AREA BOUNDARY - - - - -
- COLLECTOR [Blue Line]
- SOUTH OGDEN CITY ARTERIAL [Red Line]
- UDOT ARTERIAL [Orange Line]

EXISTING TRANSPORTATION NETWORK

EXHIBIT
1-2

DESIGNED B.C.J. DATE NOV. 6, 2009
 DRAWN C.C.S. SCALE: 1"=1600'
 CHECKED B.C.J.

WC **WASATCH CIVIL**
Consulting Engineering
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 ROY CITY, UTAH 84067 (801) 775-9191