

CITY COUNCIL MEETING

APRIL 09, 2024 AT 6:00 PM

MEETINGS NOW HELD IN THE PUBLIC SAFETY BUILDING AT 515 E 2600 N | NORTH OGDEN, UT 84414

AGENDA

PUBLIC CAN ATTEND:

In person OR: Click the link to join the Webinar: https://us02web.zoom.us/j/88276151963

Webinar ID: 882 7615 1963

Telephone Dial: 1 346 248 7799 or 1 669 900 9128 or 1 253 215 8782

YouTube: https://www.youtube.com/results?search_query=north+ogden+city+council+meeting

Welcome: Mayor Berube

Invocation/Thought & Pledge of Allegiance: Council Member Pulver

CONSENT AGENDA

Call for Conflict of Interest Disclosure

Discussion and/or action on the Conditional Acceptance of Northview Estates Subdivision Phase Presenter: Public Works Inspector Dylan Hill

3. Discussion and/or action on the Final Acceptance of Majestic View Subdivision Presenter: Public Works Inspector Dylan Hill

4. Announcement of the April 23, 2024, Budget Amendment Public Hearing Presenter: Mayor Berube

ACTIVE AGENDA

- 5. Public Comments*
- Fiscal Year 2024-2025 Budget Presentations
 - a. Administrative Departments

Presenter: Department Heads

b. Enterprise Funds

Presenter: Department Heads

7. New North Ogden City Website Budget Proposal

Presenter: City Recorder Rian Santoro, Human Resources Director Katie Gerard, and Administrative Services Manager Bryce Nelson

8. Discussion and/or action to approve the Local Transportation Funding Agreement A4-2024, for the next phase of 450 E to 3100 North.

Presenter: City Manager/Attorney Jon Call

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda were posted within the North Ogden City limits on this 4th day of April 2024 at North Ogden City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website at https://www.utah.gov/pmn/, and at http://www.northogdencity.com. The 2024 meeting schedule was posted on December 13, 2023.

Rian Santoro, North Ogden City Recorder.

The Council at its discretion may rearrange the order of any item(s) on the agenda. Final action may be taken on any item on the agenda. The Council reserves the right to enter into a closed meeting at any time in accordance with 52-4-204. In compliance with the Americans with Disabilities Act, those needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify the City Recorder at 801-782-7211 at least 48 hours prior to the meeting. In accordance with State Statute, City Ordinance, and Council Policy, one or more Council Members may be connected via speakerphone or may by a two-thirds vote to go into a closed meeting.

Page 1

- 9. Council Department Reports
 - a. Council Member Dalpias Police Department
 - b. Council Member Cevering Building and Planning Departments
 - c. Council Member Barker Parks Department
- 10. Public Comments*
- 11. Mayor/Council/Staff Comments
- 12. Adjournment

Public Comments/Questions

- a. Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business.
- b. When a member of the audience addresses the Mayor and/or Council, he or she will come to the podium and state his or her name and city residing in.
- c. Citizens will be asked to limit their remarks/questions to five (5) minutes each.
- d. The Mayor shall have discretion as to who will respond to a comment/question.
- e. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks.
- f. Some comments/questions may have to wait for a response until the next regular Council Meeting.
- g. The Mayor will inform a citizen when he or she has used the allotted time.



NORTH OGDEN CITY STAFF REPORT

TO: NORTH OGDEN CITY COUNCIL

FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 03-25-2024

I HAVE COMPLETED THE CONDITIONAL INSPECTION ON NORTHVIEW ESTATES PHASE 8. THE IMPROVEMENTS ARE UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$699,004.11 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$220,718.83. S63,545.83 WILL REMAIN WITH THE ESCROW AGENT THROUGH THE ONE YEAR PERIOD AFTER CONDITIONAL ACCEPTANCE BY CITY COUNCIL.

393

PART OF THE N. 1/2, OF SECTION 20, T.7N., R.1W., S.L.B. & M.

NORTHVIEW ESTATES SUBDIVISION PHASE 8

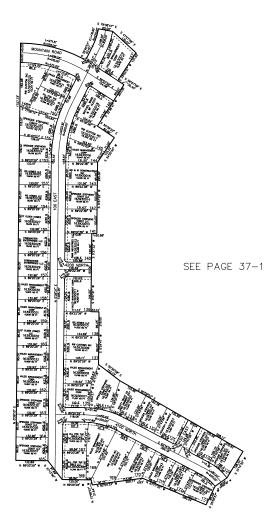
IN NORTH OGDEN CITY

SCALE 1" = 200'

TAXING UNIT: 10

SEE PAGE 37-1

SEE PAGE 37-1



SEE PAGE 37-1

10' UTILITY & DRAINAGE EASEMENTS EACH SIDE OF PROPERTY LINES AS INDICATED BY DASHED LINES EXCEPT AS OTHERWISE SHOWN.

FOR COMPLETE SURVEY DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 93, PAGE 49 OF RECORDS.

16 *FOR TAX PURPOSES ONLY* BK 06-22

E# 3243739 PG 1 OF 15

Item2.

LEANN H KILTS, WEBER CTY. RECORDER 30-JUN-22 917 AM FEE \$.00 SW REC FOR: NORTH OGDEN CITY





SUBDIVIDER'S ESCROW AGREEMENT

Agreement made this 15 day of Jone, 2022,

between North Ogden City, a municipal corporation of the State of Utah,

located in Weber County, Utah, (the "City"), and Valeo Management Corporation

of Weber County, Utah, (the "Subdivider") and Old Republic Title Insurance Company,

of Weber County, Utah (the "Escrow Agent").

Subdivider Escrow Agreement

Page 1 of 6

RECITALS

- 2. Due to financial limitations, the Subdivider is unable to install the improvements required by the Subdivision Ordinance of the City upon the entire proposed subdivision. Subdivider has, therefore, requested the City to permit development of the Subdivision in accordance with the Subdivision Ordinance of the City whereby the Subdivider may make payments upon the proposed subdivision by filing necessary deposits in escrow to cover the improvements.
- 3. Subdivider now desires to enter into this Escrow Agreement as security for his compliance with the ordinances, rules, regulations, requirements, and standards of the City and of the Developer's Agreement.

AGREEMENT

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. Appointment of Escrow Agent. Old Republic Title Insurance Company is hereby appointed Escrow Agent, and as Escrow Agent shall hold, in a separate escrow account, the sum reflected in paragraph 2 hereof, subject to the terms and conditions hereinafter set forth.

- 2. <u>Deposits in Escrow.</u> The Subdivider shall deposit with Escrow Agent the sum of **\$699,004.11** representing 110% of the entire cost of all improvements enumerated in paragraph 2 of the Developer's Agreement, a copy of which is attached hereto, marked Exhibit A and incorporated herein by this reference. The cost of the improvements shall be determined by the City Engineer for each off-site improvement item.
- 3. Application of Escrow Funds. It is agreed by all parties to this agreement that the sum of money indicated in paragraph 2 of this agreement shall be used exclusively for the purposes of paying for the costs of materials and the construction and installation of all improvements required by the City Subdivision Ordinance. The undersigned further agrees that the money held in the Escrow Account shall be distributed to appropriate contractors and subcontractors only upon written authorization by an authorized officer of the City. Such written authorization shall be made upon the City stationary and will bear the City's corporate seal indicating review and approval by the City.
- 4. Retention of Escrow Funds. A sum equal to 10% of the escrowed amount or \$63,545.83shall remain with the Escrow Agent for a period of one year after conditional acceptance by the City, pursuant to the terms of Exhibit A.
- 5. <u>Application and Return of 10% Security.</u> All demands by the City to perform corrections or completion of improvements, if not performed or completed in accordance with City Ordinance, rules and regulations, shall be made by certified mail, with a copy also sent to the Escrow Agent. If the defect

or default is not corrected or improvements completed within 30 days following service of such demand, the City may recover the defect or complete improvements and charge the Subdivider such costs, unless Subdivider requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the North Ogden City Council within the aforementioned 30 day period of time respecting the alleged defects or incompletion. The Escrow Agent, upon receiving reasonable proof from the City of the defect and that the City has incurred the cost of correcting the defect, pay to the City from the Escrow Account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the parties for its payments to the City.

6. Release of Escrow. One year after the accepted improvements and the improvements remain substantially free from latent defects, the City shall certify such fact to the Escrow Agent, who shall release to the Subdivider any money still held in the Escrow Account and the Escrow Agent shall be discharged of its obligations to the City.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

> NORTH OGDEN CITY, a Municipal Corporation, State of Utah

Mayor

Attest:

City Recorder

By:

Subdivider (sign with Notary

on next page)

Escrow Agent (sign with Notary on next page)

Name: Mike Hendry Phone: (801)479-1191 Email: michael@mvte.com

Approved as to Form:

North Ogden City

Attorney

State of Utah }
County of Wessel }
On this, 2022, personally appeared
before me,, proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to on this instrument and acknowledged that he/she/they executed
ADAM R. HUDDLESTON NOTARY PUBLIC © STATE OF UTAH
COMMISSION NO. 701931 COMM. EXP. 08-23-2022 Notary Public
State of Utah } County of Access State of Utah }
On this, 2022, personally appeared
before me, Michael L. HENJOY , proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to on this instrument and acknowledged that he/she/they executed
the same. ADAM R. HUDDLESTON
NOTARY PUBLIC STATE of UTAH COMMISSION NO. 701931 COMM. EXP. 08-23-2022

Exhibit A

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this <u>15</u> day of <u>Jose</u>, 2022, Valeo Management Corporation, County of Weber, State of Utah, or its assigns, hereinafter referred to as Developer, and NORTH OGDEN CITY CORPORATION, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

- 1. FINAL. Developer has obtained approval of a final plat from North Ogden City for the subdivision of, and construction of improvements on, certain land in North Ogden City to be known as **Northview Estates Subdivision**, **Phase 8**. The Developer has presented to the North Ogden City Planning Commission and the North Ogden City Council a proposed final plat for the subdivision of, and construction of improvements, on the subdivision. On **May 24, 2021**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "1" (the "Notice of Decision"). As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of North Ogden City.
- 2. COMPLIANCE WITH SUBDIVISION STANDARDS. Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:
 - A. Rough grading and finish grading and surfacing of streets.
 - B. Curbs, gutters, waterways, and driveway approaches.
 - C. Sanitary sewers, including laterals to property line of each lot.
 - D. Street drainage and drainage structures.
 - E. Water lines, including laterals to each property line of lot.
 - F. Fire hydrants.
 - G. Sidewalks and walkways.
 - H. Traffic control signs.
 - I. Street signs with numbers.
 - J. Screening when required.
 - K. Chip and seal coat on new streets.
 - L. Monuments.
 - M. Fencing.
 - N. Pressure irrigation, including laterals to each property line of lot.
 - O. 10% Contingency Fund.

Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of North Ogden City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his/her decision shall be final and conclusive. For convenience a plat map is attached as Exhibit "2".

Developer agrees as consideration for City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

- 3. TIME FOR COMPLETION AND EXTENSION OF TIME. All of the said off-site improvements shall be fully installed and completed within two (2) years from the date of the recordation of the Final Plat. If not completed within two (2) years, the Developer may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.
- 4. SECURITY FOR COMPLIANCE. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the city and of Developer's agreements herein stated, Developer has delivered to the City an acceptable Escrow Agreement for Northview Estates Subdivision, Phase 8, and agrees to hold \$699,004.11 (which represents the cost of all required improvements as determined by the City Engineer plus 10% contingencies) in escrow for the use of the city in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off- site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. For convenience the Escrow Agreement is attached as Exhibit "3". The decision of the City as to whether an improvement needs to be installed, constructed, completed or replaced will be final.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees.

The 10% of above stated, shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the City as to quality and service-ability and shall be held by the City for a period of one (1) year from the time the last improvement is "conditionally accepted" by the City or until one (1) year after the time the last improvements needing repair or placement is again accepted. At the end of the

one year period the said 10% shall be returned to Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards, Developer will pay the difference to the City on demand. The city shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

- 5. APPLICABILITY OF ORDINANCE. This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.
- 6. SUCCESSORS ENFORCEMENT. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.
- 7. NO REVISION OF REQUIREMENTS. Except as set forth herein, the terms of this agreement shall not be construed as amending or modifying any requirements of the ordinances of North Ogden City or supersede or supplement any conditions of approval by the City Staff, Planning Commission, Engineer, or any other approving or advisory body which has already given approvals of **Northview Estates Subdivision**, **Phase 8**. Developer is still required to comply with any conditions previously imposed by the Planning Commission.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 15 to 6 June, 2022.

Company Name

Signature, Manager (with Notary on next page)

Valeo Management

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah	}
	§
County of Websel	}
On this 15 day of Vunt	. 2022, personally appeared before
те, Сем Записти	, proved to me on the basis of
satisfactory evidence to be the pers	son (s) whose name(s) is/are subscribed to on this instrument,
and acknowledged that he/she/they	v executed the same.
of OF The	A PULLE
ADAM R. HUDDLESTON NOTARY PUBLIC • STATE of UTAN COMMISSION NO. 701931	Notary Public
COMM. EXP. 08-23-2022	WESER
	Residing at:
My Commission Expires:	
8-73-72	

NORTH OGDEN CITY CORPORATION

Mayor

ATTEST:

City Recorder

SETTLED 1851 -

NOTICE OF DECISION

May 24, 2021

Cecil Satterthwaite Valeo Management P.O. Box 832 Eden, Utah, 84310

Re: Preliminary Plat Approval for Northview Estates Subdivision - Phase 8

The North Ogden City Planning Commission met on March 3rd, 2021 and made a motion to grant preliminary approval of the Northview Estates Subdivision, Phase 8, subject to the conditions listed in the Staff Report, which are as follows:

- Requirements of the North Ogden City Engineer's Report must be met prior to final plat approval (except where superceded in this report).
- Requirements of the Technical Review Committee Letter (except where it may be superceded in this report).
- A 1' sidewalk pedestrian easement on the south side of the right-of way, needs to be required to be added to the plat, in connection with the 5' sidewalk on the south side, noted on the plat, as has been required in prior subdivisions.
- The City Council will determine the final design for Mountain Road. Any requirements relating to the final design of Mountain Road, will need to be spelled out in the escrow agreement for the property.

Please add the 1' sidewalk pedestrian easement to the plat prior to submitting it for signatures to the City. I have attached copies of the Engineer's Report and the Technical Review Committee Meeting Letter in the same email this letter is being sent in, so that you have copies of the additional conditions of approval listed in those documents.

If you have any questions regarding this application, please contact the Planning Department at (801) 782-7211.

Regards,

Brandon Bell

Associate Planner

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A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 WEST, S.L.B. & M.
NORTH OGDEN CITY, WEBER COUNTY, UTAH
APRIL 2021 325 TELES BK.83 PG.02 CONSERVATION DISTRICT
16-037-0013 LEGICY BK.16 PG.18 1,385 5.5. TRY NO. 1517. 128 SF. 1 1,719 5.5. 15,044 S.F. 190 F 191 191 162 1 163 A 163 130 198 Jan 1981 POINT 15 1.18 Z.C. 132 12,189 S.F. 一種上源 133 14,357 S.F. 135 TLAN ST. 137 S. 138 一 DATE DATE 134 EAST LAND USE AUTHORITY MASS OF CHARLES AND SERVICE BETWEEN THE SOUTHWEST COMMENT OF THE SERVICE AND S -- LOT LINE
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10' WIDE PABLIC UTLITY AND PHASE BOUNDARY UNE FOUND SECTION CORNER STREET MONUMENT TO BE SET FOUND STREET MONUMENT FOUND FEBVA AND OR CAP PROFESSION MARKER 101 1 101 1 102 1 103 1 104 1 104 1 105 1 WEBER SCHOOL DISTRICT 16-037-0090 Exhibit 2 THE THE THE THREE 32 14 15 ENTRY NO. 1316259 BK.36 PG.95 7 144 2 143 3 148 2 141 5 140 140 20 20 141 5 140 5 14 **TEGEND** PLACE N & S HOLDINGS 2.10° PUBLIC UTLITY AND DRAWIGE EISEMENTS ALONG PROPERTY LINES ARE DENOTED BY DASHED LINES. (UNLESS OTHERWISE NOTED) 4.5/8" REBAR & CAPS TO BE SET AT BACK OF LOT CORNERS. O-MARK NAUS TO BE SET IN CURB AT LOT LINE EXTENSION. G IN ACCORDANCE WITH THE TEST RESULTS PERFORMED BY NORTH WEN FIRE DESTRUCT, HOURS WITH A FIRE-FLOW CALCULATION AREA GREATER THAN GLOOD SO, FT, WILL BE REQUIRED TO MISTILL AN INTERIOR FIRE A mis submisson is being perpenter and caracters in accordance min the Routenstrins or the North Goost city for Plasses studies; other or mess accounts convertion of Yakaras studies; other or mess accounts studies for nile if the North goden city ornes for menur bit impresses menus. DATE - 北部一 BK:02 PG.30 NOTES:
1. GEOFECHMICAL REPORT COMPLETED BY TERRACON CONSULTANTS, INC.
1. GEOFECH NO. 61056091 - DATED AUG. 29, 2006 ENTRY NO. 212735 A BUIDING PERMITS WILL NOT BE ISSUED UNTIL ALL OFF-SITE AND SECONDANY WITCH SYSTEMS AND FUNCTIONAL AND APPROVED BY NORTH OGDEN CITY. NORTH OGDEN CITY ATTORNEY 2ND I (MR) INDICATES NOW-RADIAL LINE LILLY 140 ENTRY NO. 2013560 BK 60 PC.14 148 PHASE 3 30.40 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 1975 | 147 WASATCH CIVIL COVULING Engineering Consulting Engineering Consulting Engineering 4300 нином A =917442" R=1000" L=15.95" NT2-23"16"E LC-14.32" A-28'16'10' R=555.00' L=271.3F 575'54'0F LC=288'67' | Col. | 4/ESTIC RIN A=15'1944" R=270.00" L=78.95" N16"31'05"E LC=76.60" A & S HOLDINGS LLC NO.5 BK.17 PG.17 SCALE: 1"= 100" HEIGHTS NORTH NORTH

Exhibit 3

Eric Casperson, PE City Engineer

ecasperson@nogden.org



PROJECT TITLE:

Northview Estates Subdivision - Phase 8 North Ogden, Utah

NORTH OGDEN CITY

----- SETTLED 1851 -----

Developer: Valeo Management June 6, 2022 ESCROW SUMMARY

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount
Gradin	ng and Paving		EVERTON TOWN	Act and Demonstration of the Control	CONT. 2 CO. C.	personal section of the section of t
1	Site Excavation & Grading	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	Concrete Curb & Gutter w/ base	0	L.F.	\$ 18.00	\$ 0.00	\$ 0.00
	4' Wide X 4" Thick Concrete Sidewalk w/					
3	base	6,115	L.F.	\$ 26.00	\$ 158,990.00	\$ 158,990.00
4	Untreated Base Course (9" - 12"Thick)	6,944	Tons	\$ 20.00	\$ 138,880.00	\$ 138,880.00
5	Hot Mix Asphalt (3" Thick)	124,984	S.F.	\$ 1.42	\$ 177,477.28	\$ 177,477.28
6	Seal Coat	13,887	S.Y.	\$ 3.00	\$ 41,661.00	\$ 41,661.00
7	Pedestrian Ramp	3	Each	\$ 1,200.00	\$ 3,600.00	\$ 3,600.00
Total:				CONTRACTOR OF THE PARTY OF THE		\$ 540,608.28
Culina	ry Water System	****	***************************************			
and the local desired		0	TIE	0.00.00	0.00	0.000
8 9	8" C 900 DR14 PVC Pipe 10" C 900 DR14 PVC Pipe	0	L.F.	\$ 28.00	\$ 0.00	\$ 0.00
10	12" C 900 DR14 PVC Pipe	0	L.F.	\$ 36.00	\$ 0.00	\$ 0.00
11	Water Service Laterals (Double)	0	Each	\$ 36.00	\$ 0.00	\$ 0.00
12	8" D.I. Gate Valve	0	Each	\$ 1,100.00	\$ 0.00 \$ 0.00	\$ 0.00
13	10" D.I. Gate Valve	0	Each	\$ 2,200.00	\$ 0.00	\$ 0.00
14	8" x 8" Tee	0	Each	\$ 900.00	\$ 0.00	\$ 0.00
15	10" x 8" Tee	0	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
16	14" x 8" Tee	0	Each	\$ 1,500.00	\$ 0.00	\$ 0.00
16	8" Bend	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
17	10" Bend	0	Each	\$ 900.00	\$ 0.00	\$ 0.00
18	Fire Hydrant Assembly	4	Each	\$ 5,200.00	\$ 20,800.00	\$ 20,800.00
19	Raise and Collar Valve	18	Each	\$ 600.00	\$ 10,800.00	\$ 10,800.00
20	Connect to Existing Waterline	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
21	4" Blowoff	0	Each	\$ 1,200.00	\$ 0.00	\$ 0.00
22	Temporary Plugs and Testing	0	L.S.	\$ 1,500.00	\$ 0.00	\$ 0.00
rotal:			-	1 0 11000.00	T 0.00	\$ 31,600.00
Sanita	iry Sewer System	nine the transmission of the same				
23			TTE	20000	0.000	0.000
-	8" SDR 35 PVC Pipe	0	L.F.	\$ 32.00	\$ 0.00	\$ 0.00
24	Connect to Exisiting Sewer	0	Each	\$ 1,200.00	\$ 0.00	\$ 0.00
25	4' Dia. Manhole	0	Each	\$ 3,500.00	\$ 0.00	\$ 0.00
26	5' Dia. Manhole	0	Each	\$ 4,800.00	\$ 0.00	\$ 0.00
27	4" Dia. Sewer Lateral Raise and Collar Manhole Lid	0 14	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
29	8" Plug	0	Each	\$ 850.00	\$ 11,900.00	\$ 11,900.00
30	Clean and Video Inspect	0	L.S.	\$ 300.00	\$ 0.00	\$ 0.00
Total:	Tolean and video inspect		<u> L.O.</u>	\$ 4,500.00	\$ 0.00	\$ 0.00 \$ 11,900.00
THE RESIDENCE OF THE PERSON NAMED IN	Drain Facilities		700000000000000000000000000000000000000			
31	30" Dia. Concrete Pipe	0	L.F.	\$ 55.00	\$ 0.00	\$ 0.00
32	24" Dia. Concrete Pipe	0	L.F.	\$ 40.00	\$ 0.00	\$ 0.00
33	21" Dia. Concrete Pipe	0	L.F.	\$ 40.00	\$ 0.00	\$ 0.00
34	18" Dia. Concrete Pipe	0	L.F.	\$ 35.00	\$ 0.00	\$ 0.00
35	15" Dia. Concrete Pipe	0	L.F.	\$ 30.00	\$ 0.00	\$ 0.00
36	3'x2.5' Catch Basin	0	Each	\$ 2,200.00	\$ 0.00	\$ 0.00
37	3'x3' Catch Basin	0	Each		\$ 0.00	\$ 0.00
38	4'x2.5' Catch Basin	0	Each	\$ 2,800.00	\$ 0.00	\$ 0.00
39	4'x3' Catch Basin	0	Each	\$ 3,000.00	\$ 0.00	\$ 0.00
40	4'x4' Catch Basin	0	Each		\$ 0.00	\$ 0.00
41	4'x5' Catch Basin	0	Each		\$ 0.00	\$ 0.00
42	Combo Box	1	Each	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

43	5' Dia. Manhole	0	Each	\$ 4,500.00	\$ 0.00	\$ 0.00
44	Clean and Video Inspect	0	L.S.	\$ 4,500.00	\$ 0.00	\$ 0.00
otal:						\$ 5,000.00
and D	rain System	TELEBOOK SUSTAIN AND SUSTAIN S				
45	8" PVC Pipe	0	L.F.	\$ 30.00	\$ 0.00	\$ 0.00
46	4' Dla. Manhole	0	Each	\$3,000.00	\$ 0.00	\$ 0.00
47	Raise and Collar Manhole Lid	3	Each	\$ 850.00	\$ 2,550.00	\$ 2,550.00
48	Connect to Existing Land Drain	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
49	Clean and Video Inspect	0	Each	\$ 1,500.00	\$ 0.00	\$ 0.00
otal:						\$ 2,550.00
Misc.,	Lighting, Street Sign and Monument	t				
50	Street Signs	1 5	Each	\$ 300,00	\$ 1,500.00	\$ 1,500.00
51	Street Lights	5	Each	\$ 5,500.00	\$ 27,500,00	\$ 27,500.00
52	Street Survey Monuments	6	Each	\$ 800.00	\$ 4,800.00	\$ 4,800.00
53	SWPPP	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
otal:						\$ 43,800.0
	Sub-total				\$ 635,458.28	\$ 635,458.2
	10% Guarantee				\$ 63,545.83	\$ 63,545.83
	TOTAL				\$ 699,004,11	\$ 699,004.1

6/5/2012 Date

Item2.

LEANN H KILTS, WEBER CTY. RECORD 30-JUN-22 918 AM FEE \$.00 SW REC FOR: NORTH OGDEN CITY



W3243740

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this <u>15</u> day of <u>Jose</u>, 2022, Valeo Management Corporation, County of Weber, State of Utah, or its assigns, hereinafter referred to as Developer, and NORTH OGDEN CITY CORPORATION, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

- 1. FINAL. Developer has obtained approval of a final plat from North Ogden City for the subdivision of, and construction of improvements on, certain land in North Ogden City to be known as **Northview Estates Subdivision**, **Phase 8**. The Developer has presented to the North Ogden City Planning Commission and the North Ogden City Council a proposed final plat for the subdivision of, and construction of improvements, on the subdivision. On **May 24, 2021**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "1" (the "Notice of Decision"). As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of North Ogden City.
- 2. COMPLIANCE WITH SUBDIVISION STANDARDS. Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:
 - A. Rough grading and finish grading and surfacing of streets.
 - B. Curbs, gutters, waterways, and driveway approaches.
 - C. Sanitary sewers, including laterals to property line of each lot.
 - D. Street drainage and drainage structures.
 - E. Water lines, including laterals to each property line of lot.
 - F. Fire hydrants.
 - G. Sidewalks and walkways.
 - H. Traffic control signs.
 - I. Street signs with numbers.
 - ,J. Screening when required.
 - K. Chip and seal coat on new streets.
 - L. Monuments.
 - M. Fencing.
 - N. Pressure irrigation, including laterals to each property line of lot.
 - O. 10% Contingency Fund.

Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of North Ogden City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his/her decision shall be final and conclusive. For convenience a plat map is attached as Exhibit "2".

Developer agrees as consideration for City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

- 3. TIME FOR COMPLETION AND EXTENSION OF TIME. All of the said off-site improvements shall be fully installed and completed within two (2) years from the date of the recordation of the Final Plat. If not completed within two (2) years, the Developer may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.
- 4. SECURITY FOR COMPLIANCE. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the city and of Developer's agreements herein stated, Developer has delivered to the City an acceptable Escrow Agreement for Northview Estates Subdivision, Phase 8, and agrees to hold \$699,004.11 (which represents the cost of all required improvements as determined by the City Engineer plus 10% contingencies) in escrow for the use of the city in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off- site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. For convenience the Escrow Agreement is attached as Exhibit "3". The decision of the City as to whether an improvement needs to be installed, constructed, completed or replaced will be final.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees.

The 10% of above stated, shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the City as to quality and service-ability and shall be held by the City for a period of one (1) year from the time the last improvement is "conditionally accepted" by the City or until one (1) year after the time the last improvements needing repair or placement is again accepted. At the end of the

one year period the said 10% shall be returned to Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards, Developer will pay the difference to the City on demand. The city shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

- 5. APPLICABILITY OF ORDINANCE. This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.
- 6. SUCCESSORS ENFORCEMENT. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.
- 7. NO REVISION OF REQUIREMENTS. Except as set forth herein, the terms of this agreement shall not be construed as amending or modifying any requirements of the ordinances of North Ogden City or supersede or supplement any conditions of approval by the City Staff, Planning Commission, Engineer, or any other approving or advisory body which has already given approvals of **Northview Estates Subdivision**, **Phase 8**. Developer is still required to comply with any conditions previously imposed by the Planning Commission.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 15th of Jone, 2022.

Company Name

Signature, Manager (with Notary on next page)

Valeo Management

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah	}
	§
County of Westel	}
On this 15 day of Vure me, Leeu Saucethu	2022, personally appeared before
me, <i>Сем Запистии</i>	, proved to me on the basis of
satisfactory evidence to be the person	on (s) whose name(s) is/are subscribed to on this instrument,
and acknowledged that he/she/they	executed the same.
ADAM R. HUDDLESTON NOTARY PUBLIC © STATE OF UTAH COMMISSION NO. 701931 COMM. EXP. 08-23-2022	Notary Public Residing at:
My Commission Expires:	
8-23-22	

NORTH OGDEN CITY CORPORATION

Mayo

ATTEST:

City Recorder

SETTLED 1851 -

NOTICE OF DECISION

May 24, 2021

Cecil Satterthwaite Valeo Management P.O. Box 832 Eden, Utah, 84310

Re: Preliminary Plat Approval for Northview Estates Subdivision - Phase 8

The North Ogden City Planning Commission met on March 3rd, 2021 and made a motion to grant preliminary approval of the Northview Estates Subdivision, Phase 8, subject to the conditions listed in the Staff Report, which are as follows:

- Requirements of the North Ogden City Engineer's Report must be met prior to final plat approval (except where superceded in this report).
- Requirements of the Technical Review Committee Letter (except where it may be superceded in this report).
- A 1' sidewalk pedestrian easement on the south side of the right-of way, needs to be required to be added to the plat, in connection with the 5' sidewalk on the south side, noted on the plat, as has been required in prior subdivisions.
- The City Council will determine the final design for Mountain Road. Any requirements relating to the final design of Mountain Road, will need to be spelled out in the escrow agreement for the property.

Please add the 1' sidewalk pedestrian easement to the plat prior to submitting it for signatures to the City. I have attached copies of the Engineer's Report and the Technical Review Committee Meeting Letter in the same email this letter is being sent in, so that you have copies of the additional conditions of approval listed in those documents.

If you have any questions regarding this application, please contact the Planning Department at (801) 782-7211.

Regards,

Brandon Bell

Associate Planner

OMTE

27.72

SECRETARY

ACCOUNT OF HERRY DAY OF STREET AND ACTION OF STREET EVIRY NO FILED FOR RECORD AND A FECONDED AND A FECONDED A FECOND A FEOND A F OS SUD CORPORTION AND THAT HE SONED THE CHMERS DEDICATION FREELY.
HOLLWITHER Y AND WIEDHLF OF SHID CORPORATION FOR THE PLANDESS THETHWASTED. COUNTY RECORDER COUNTY RECORDER CORPORATE ACKNOWLEDGMENT NOTARY PUBLIC DATE THIS PLAT WAS APPROVED BY THE CITY ENGINEER AND PLANNING DIRECTOR NORTH OGDEN CITY APPROVALS PHASE 1 SOUTH CUNTER CONERS OF ENTRY NO. 1514532 NO. 1959239 DK.46 PG.05 SUPPLIEST CORNER OF SUC. 25. TAN. P. P. SOUTHWEST COOKER OF SEC. EAST BY. PLANNING DIRECTOR BY: CITY ENGINEER 2652.29 ESTATES A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 WEST, S.L.B. & M. NORTH OGDEN CITY, WEBER COUNTY, UTAH APRIL 2021 225 SERVATION DISTRICT 16-037-0043 LEGACY BK.46 PG.18 TRY NO. 15179 11.52. S.F. 1 11.29 S.F. 15,044 S.F. NORTHVIEW ESTATES SUBDIVISION PHASE 8 Service of the servic 169 24330 S.C. NO.2 130 A SEE SEE 132 ser. 1 133 THIS IS TO GERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT ELONG WITH THE DEDICATION OF ALL ENGEMENTS HERE OUTLY FROM USE ALL THIS TO THE LAW USE ALL THIS TY OF MORPHY OF THIS DAY OF THIS DAY. 137 No. 136 No. 135 E. DATE 134 EAST LAND USE AUTHORITY MOST OF THE STATE OF THE BENEFOR THE STUTINGST TOWNS OF THE STUTINGS POUND SECTION CORNER STREET MONUMENT TO BE SET FOUND REBAR AND OR CLE PROPERTY MARKER FOUND MILL PRODERTY MARKER THE 10' MDE PUBLIC UTLITY AND DRAINAGE EASEMENT UNLESS OTHERWISE SPECIFIED 1 EXISTING PROPERTY LINES PHASE BOUNDARY LINE 138 S00"2447" CENTER LINE BY TOT TIME WEBER SCHOOL DISTRICT 16-037-0093 Exhibit 2 HIELE CONTROL OF THE PARTY OF T ENTRY NO. 1316259 BK.38 PG.98 - 1 - 1 - 1 - 1 **LEGEND** PLACE N & S HOLDINGS 16-037-0017 - Frit 2.10" PUBLIC UTLITY AND DRAININGE ENSEMBNIS ALONG PROPERTY LINES ARE DENOTED BY DASHED LINES. (UMLESS OTHERWISE NOTED) 一路一 4.5/8" REBM & CAPS TO BE SET AT BACK OF LOT CORNERS. D-MARK MALS TO BE SET IN CURB AT LOT LINE EXTENSION. 6. IN ACCORDANCE WITH THE TEST RESULTS PERFORMED BY NORTH MEW THAN 6,000 SO, 77, WILL DE REQUINED TO INSTALL AN INTERIOR FREE SPRINKERS STREET, AND STALL AN INTERIOR FREE MOTES.
1. GEOTECHMICH. REPORT COMPLETED BY TERRICON CONSULTANTS, INC. PROJECT NO. 61065091 - DATE AUG. 29, 2006 ENTRY NO. 2127337 BK.02 PG.3B A THIS SUBBUNSTON IS BEING APPROVED AND DEFECTORED IN ACCORDANA WITH THE REPOLISABLISTS OF THE MOSTH CORDS COTT (APP) MILESDE WHIT THE THE MOST SUBMETTION OF VALUE ACCOUNTS COUNTED ON OF VALUE ACCOUNTS COUNTED ON THE MOST SUBMETS AT IT IS WITH SUBMETS AT IT IS WORTH OUTSILE ON MILES WHITESSEL SHAFTS. 7. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL OFF-SITE AND CN-SITE CLINARY WATER AND SECONDARY WATER SYSTEMS ARE WORTH GODEN CIT. NORTH OGDEN CITY ATTORNEY 152 153 153 一班 大江 DAT. I (NR) INDICATES NON-RADIAL LINE LILLY 151 56 CAMAS 140 S. P. ENTRY NO. 2043560 148 148 30.40° 147 15,978 5.F. WASATCH CIVIL Covauding Engineering 4300 HINON A=10.00 L=15.95 N72723167 LC-14.37 RIMA-16'19W' La78.96' N18'31'05'E S707847E SOALE IN FEET N & S HOLDINGS LLC 16-037-0069 NO.5 BK.17 PG.17 SCALE: 1"= 100" HIMON OSEF

Eric Casperson, PE City Engineer

ecasperson@nogden.org



----- SETTLED 1851 -----

PROJECT TITLE:

Northview Estates Subdivision - Phase 8 North Ogden, Utah

Developer: Valeo Management June 6, 2022 ESCROW SUMMARY

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount
Gradir	ng and Paving		-			
1	Site Excavation & Grading	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	Concrete Curb & Gutter w/ base	0	L.F.	\$ 18.00	\$ 0.00	\$ 0.00
3	4' Wide X 4" Thick Concrete Sidewalk w/ base	6,115	L.F.	\$ 26.00	\$ 158,990.00	\$ 158,990.00
4	Untreated Base Course (9" - 12"Thick)	6,944	Tons	\$ 20.00	\$ 138,880.00	\$ 138,880.00
5	Hot Mix Asphalt (3" Thick)	124,984	S.F.	\$ 1.42	\$ 177,477.28	\$ 177,477.28
6	Seal Coat	13,887	S.Y.	\$ 3.00	\$ 41,661.00	\$ 41,661.00
7	Pedestrian Ramp	3	Each	\$ 1,200.00	\$ 3,600.00	\$ 3,600.00
otal:						\$ 540,608.28
Culina	ry Water System					TO Print a control of the control of
8	8" C 900 DR14 PVC Pipe	0	L.F.	\$ 28.00	\$ 0.00	\$ 0.00
9	10" C 900 DR14 PVC Pipe	0	L.F.	\$ 36.00	\$ 0.00	\$ 0.00
10	12" C 900 DR14 PVC Pipe	0	L.F.	\$ 36.00	\$ 0.00	\$ 0.00
11	Water Service Laterals (Double)	0	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
12	8" D.I. Gate Valve	0	Each	\$ 1,900.00	\$ 0.00	\$ 0.00
13	10" D.I. Gate Valve	0	Each	\$ 2,200.00	\$ 0.00	\$ 0.00
14	8" x 8" Tee	0	Each	\$ 900.00	\$ 0.00	\$ 0.00
15	10" x 8" Tee	0	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
16	14" x 8" Tee	0	Each	\$ 1,500.00	\$ 0.00	\$ 0.00
16	8" Bend	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
17	10" Bend	0	Each	\$ 900.00	\$ 0.00	\$ 0.00
18	Fire Hydrant Assembly	4	Each	\$ 5,200.00	\$ 20,800.00	\$ 20,800.00
19	Raise and Collar Valve	18	Each	\$ 600.00	\$ 10,800.00	\$ 10,800.00
20	Connect to Existing Waterline	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
21	4" Blowoff	0	Each	\$ 1,200.00	\$ 0.00	\$ 0.00
22	Temporary Plugs and Testing	0	L.S.	\$ 1,500.00	\$ 0.00	\$ 0.00
otal:						\$ 31,600.00
THE RESERVE OF THE PERSON NAMED IN	ry Sewer System					
23	8" SDR 35 PVC Pipe	0	L.F.	\$ 32.00	\$ 0.00	\$ 0.00
24	Connect to Exisiting Sewer	0	Each	\$ 1,200.00	\$ 0.00	\$ 0.00
25	4' Dia. Manhole	0	Each	\$ 3,500.00	\$ 0.00	\$ 0.00
26	5' Dia. Manhole	0	Each	\$ 4,800.00	\$ 0.00	\$ 0.00
27	4" Dia. Sewer Lateral	0	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
28	Raise and Collar Manhole Lid	14	Each	\$ 850.00	\$ 11,900.00	\$ 11,900.00
29	8" Plug	0	Each	\$ 300.00	\$ 0.00	\$ 0.00
30	Clean and Video Inspect	0	L.S.	\$ 4,500.00	\$ 0.00	\$ 0.00
otal:			A STATE OF THE PARTY OF	PHILIPPARTIES NO. 100		\$ 11,900.00
and the second discount of the last	Drain Facilities					
31	30" Dia. Concrete Pipe	0	L.F.	\$ 55.00	\$ 0.00	\$ 0.00
32	24" Dia. Concrete Pipe	0	L.F.	\$ 40.00	\$ 0.00	\$ 0.00
33	21" Dia. Concrete Pipe	0	L.F.	\$ 40.00	\$ 0.00	\$ 0.00
34	18" Dia. Concrete Pipe	0	L.F.	\$ 35.00	\$ 0.00	\$ 0.00
35	15" Dia. Concrete Pipe	0	L.F.	\$ 30.00	\$ 0.00	\$ 0.00
36	3'x2.5' Catch Basin	0	Each	\$ 2,200.00	\$ 0.00	\$ 0.00
37	3'x3' Catch Basin	0	Each	\$ 2,500.00	\$ 0.00	\$ 0.00
38	4'x2.5' Catch Basin	0	Each	\$ 2,800.00	\$ 0.00	\$ 0.00
39	4'x3' Catch Basin	0	Each	\$ 3,000.00	\$ 0.00	\$ 0.00
40	4'x4' Catch Basin	0	Each	\$ 3,500.00	\$ 0.00	\$ 0.00
4.4	4'x5' Catch Basin	0	Each	\$ 4,000.00	\$ 0.00	\$ 0.00
41	Combo Box	1	Each	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

43	5' Dia. Manhole	0	Each	\$ 4,500.00	\$ 0.00	\$ 0.00
44	Clean and Video Inspect	0	L.S.	\$ 4,500.00	\$ 0.00	\$ 0.00
otal:						\$ 5,000.00
and D	Prain System					
45	8" PVC Pipe	0	L.F.	\$ 30.00	\$ 0.00	\$ 0.00
46	4' Dia. Manhole	0	Each	\$ 3,000.00	\$ 0.00	\$ 0.00
47	Raise and Collar Manhole Lid	3	Each	\$ 850.00	\$ 2,550.00	\$ 2,550.00
48	Connect to Existing Land Drain	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
49	Clean and Video Inspect	0	Each	\$ 1,500.00	\$ 0.00	\$ 0.00
otal:						\$ 2,550.00
			nn sankakwin saa			
TANK POPULATION	Lighting, Street Sign and Monument		0.400y-0.000			
50	Street Signs	5	Each	\$ 300.00	\$ 1,500.00	\$ 1,500.00
51	Street Lights	5	Each	\$ 5,500.00	\$ 27,500.00	\$ 27,500.0
52	Street Survey Monuments	6	Each	\$ 800.00	\$ 4,800.00	\$ 4,800.00
53	SWPPP	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.0
otal:						\$ 43,800.0
	Sub-total				\$ 635,458.28	\$ 635,458.2
	10% Guarantee				\$ 63,545.83	\$ 63,545.8
	TOTAL				\$ 699,004.11	\$ 699,004.

6/5/2012 Date

Escrow Cost Estimate Approval
Eric Casperson, PE
City Engineer



NORTH OGDEN CITY STAFF REPORT

TO: NORTH OGDEN CITY COUNCIL

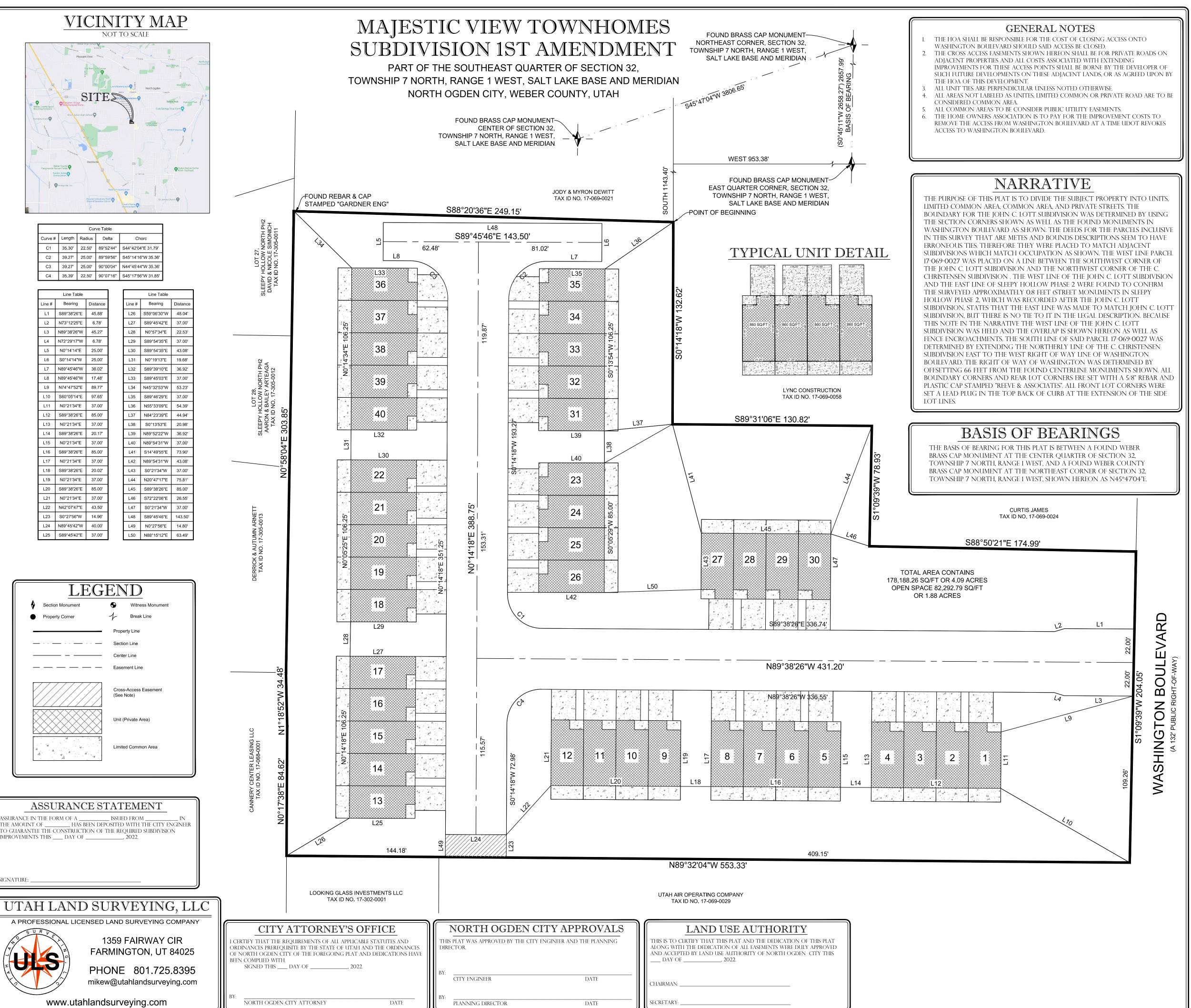
FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 04-03-24

BASED ON RECOMMENDATION FROM OUR CITY ENGINEER, ERIC CASPERSON, FINAL INSPECTIONS HAVE BEEN COMPLETED ON MAJESTIC VIEW SUBDIVISION AND IT HAS BEEN FOUND UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$565,068.35 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$74,074.85. A REQUEST TO RELEASE ALL REMAINING FUNDS HAS BEEN PROVIDED TO THE ESCROW AGENT ASSIGNED TO THIS SUBDIVISION. UPON CITY COUNCIL APPROVAL, NORTH OGDEN CITY WILL TAKE OVER ALL RESPONSIBILITY FOR THE INFASTRUCTURE AND ROADWAY.



SURVEYOR'S CERTIFICATE

I, MICHAEL L. WANGEMANN, A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 6431156 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. THIS IS TO CERTIFY THE SURVEY AND SUBDIVISION PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF THE PLAT IS CORRECT AND ACCURATE, THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND LOT CORNERS HAVE BEEN PERMANENTLY SET



Michael L. Wangemann, PLS Date of Plat or Map: August 22, 2022

PLS# 6431156-2201

LEGAL DESCRIPTION

A PORTION OF LAND THAT IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS WEST 953.38 FEET AND SOUTH 1143.40 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°14'18" WEST 132.62 FEET; THENCE SOUTH 89°31'06" EAST 130.82 FEET; THENCE SOUTH 01°09'39" WEST 78.93 FEET; THENCE SOUTH 88°50'21" EAST 174.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF WASHINGTON BOULEVARD; THENCE SOUTH 01°09'39" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 204.05 FEET; THENCE NORTH 89°32'04" WEST 553.33 FEET; THENCE NORTH 00°17'38" EAST 84.62 FEET; THENCE NORTH 01°18'52" WEST 34.48 FEET; THENCE NORTH 00°58'04" EAST 303.85 FEET; THENCE SOUTH 88°20'36" EAST 249.15 FEET TO THE POINT OF

CONTAINS 178,188.26 SQ/FT OR 4.09 ACRES

OWNERS DEDCIATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO UNITS (PRIVATE AREA), LIMITED COMMON AREA, OPEN SPACE (COMMON AREA), AND PRIVATE RIGHT-OF-WAYS, AS SHOWN ON THIS PLAT AND NAME SAID TRACT

PUBLIC UTILITY EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, TRAIL, PEDESTRIANS, OR SEWER FACILITIES, WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS. AND DO HEREBY DEDICATE ALL ROADS WITHIN THE SUBJECT PROPERTY AB PRIVATE RIGHT -- OF -- WAY, TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION AND DO HERBY DEDICATE ALL AREAS REFERRED TO AS COMMON AREA/OPEN SPACE AND PRIVATE ROADS ARE TO BE CONSIDERED PUBLIC UTILITY EASEMENT UNLESS NOTED OTHERWISE, AND ARE TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION, FOR THE USE AND OPERATION OF PUBLIC UTILITY SERVICE LINES.

N WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS	DAY OF	, 2021.
BY:		
COMPANY:		
TS:		

ACKNOWLEDGEMENT

COUNTY OF WEBER COUNTY	}
STATE OF UTAH }	
STATE OF GTAIT	

ON THE ____ DAY OF _ _, 20____, BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED_

WHO ACKNOWLEDGES THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

WEBERCOUNTY RECORDER

ENTRY NO	FEE PAID		
FILED FOR RECORD AND RECORDED THIS _	DAY OF	, 2022 AT	AM/PM
IN BOOK AT PAGE			
COUNTY RECORDER			
BY:			

RECITALS

- 1. City and Subdivider have entered into a Developer's Agreement, dated 8 of JANUARY, 2018, attached hereto as Exhibit A, for the subdivision and construction of improvements on certain land located in the City to be known as Majestic View Subdivision and has requested formal approval and acceptance thereof by the North Ogden City Council.
- 2. Due to financial limitations, the Subdivider is unable to install the improvements required by the Subdivision Ordinance of the City upon the entire proposed subdivision. Subdivider has, therefore, requested the City to permit development of the Subdivision in accordance with the Subdivision Ordinance of the City whereby the Subdivider may make payments upon the proposed subdivision by filing necessary deposits in escrow to cover the improvements.
- 3. Subdivider now desires to enter into this Escrow Agreement as security for his compliance with the ordinances, rules, regulations, requirements, and standards of the City and of the Developer's Agreement.

AGREEMENT

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. Appointment of Escrow Agent. Wells Fargo Bank is hereby appointed Escrow Agent, and as Escrow Agent shall hold, in a separate escrow account, the sum reflected in paragraph 2 hereof, subject to the terms and conditions hereinafter set forth.

- 2. <u>Deposits in Escrow.</u> The Subdivider shall deposit with Escrow Agent the sum of \$565,068.35 representing 110% of the entire cost of all improvements enumerated in paragraph 2 of the Developer's Agreement, a copy of which is attached hereto, marked Exhibit B and incorporated herein by this reference. The cost of the improvements shall be determined by the City Engineer for each off-site improvement item.
- 3. Application of Escrow Funds. It is agreed by all parties to this agreement that the sum of money indicated in paragraph 2 of this agreement shall be used exclusively for the purposes of paying for the costs of materials and the construction and installation of all improvements required by the City Subdivision Ordinance. The undersigned further agrees that the money held in the Escrow Account shall be distributed to appropriate contractors and subcontractors only upon written authorization by an authorized officer of the City. Such written authorization shall be made upon the City stationary and will bear the City's corporate seal indicating review and approval by the City.
- 4. Retention of Escrow Funds. A sum equal to 10% of the escrowed amount or \$51,369.85 shall remain with the Escrow Agent for a period of one year after conditional acceptance by the City, pursuant to the terms of Exhibit A.
- 5. Application and Return of 10% Security. All demands by the City to perform corrections or completion of improvements, if not performed or completed in accordance with City Ordinance, rules and regulations, shall be made by certified mail, with a copy also sent to the Escrow Agent. If the defect

or default is not corrected or improvements completed within 30 days following service of such demand, the City may recover the defect or complete improvements and charge the Subdivider such costs, unless Subdivider requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the North Ogden City Council within the aforementioned 30 day period of time respecting the alleged defects or incompletion. The Escrow Agent, upon receiving reasonable proof from the City of the defect and that the City has incurred the cost of correcting the defect, pay to the City from the Escrow Account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the parties for its payments to the City.

6. Release of Escrow. One year after the accepted improvements and the improvements remain substantially free from latent defects, the City shall certify such fact to the Escrow Agent, who shall release to the Subdivider any money still held in the Escrow Account and the Escrow Agent shall be discharged of its obligations to the City.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

NORTH OGDEN CITY, a Municipal Corporation, State of Utah

Atesi Pobrasi

3. annette Spendlae

City Recorder

JOER PRINCE
BY: JAROD THOMPSSubdivider

Wells Tar

By:

Escrow Agent

Print name Jordon

Fax # 80 1- 304-4619

Phone #___

ie # 201 - 319-98

Approved as to Form:

North Ogden City Attorney

State of Utah }
§
County of Weber }
2019
On this day of
before me, Joel Prince, Jacob though, Joalu, proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to on this instrument, and acknowledged that he/she/they executed
the same.

NOTARY PUBLIC TARA DIXON COMM. # 701599 COMMISSION EXPIRES AUGUST 06, 2022 STATE OF UTAH

Notary Public

W2962354

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this // of December, 2018, between JRT Homes, County of Weber, State of Utah, or its assigns, hereinafter referred to as Developer, and NORTH OGDEN CITY CORPORATION, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

- 1. FINAL. Developer has obtained approval of a final plat from North Ogden City for the subdivision of, and construction of improvements on, certain land in North Ogden City to be known as **Majestic View Subdivision**. Developer has presented to the North Ogden City Planning Commission and the North Ogden City Council a proposed final plat for the subdivision of, and construction of improvements, on the subdivision. On **August 8, 2018**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "A" (the "Commission Action"). As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of North Ogden City.
- 2. COMPLIANCE WITH SUBDIVISION STANDARDS. Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:
 - A. Rough grading and finish grading and surfacing of streets.
 - B. Curbs, gutters, waterways, and driveway approaches.
 - C. Sanitary sewers, including laterals to property line of each lot.
 - D. Street drainage and drainage structures.
 - E. Water lines, including laterals to each property line of lot.
 - F. Fire hydrants.
 - G. Sidewalks and walkways.
 - H. Traffic control signs.
 - I. Street signs with numbers.
 - J. Screening when required.
 - K. Chip and seal coat on new streets.
 - L. Monuments.
 - M. Fencing.
 - N. Pressure irrigation, including laterals to each property line of lot.
 - O. 10% Contingency Fund.

Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of North Ogden City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his/her decision

EM 2962354 PG 1 DF 23 LEANN H KILTS, WEBER COUNTY RECORDER 23-JAN-19 1023 AM FEE \$.00 DEP TN REC FOR: NORTH OGDEN CITY shall be final and conclusive. For convenience a plat map is attached as Exhibit "B".

Developer agrees as consideration for City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

- 3. TIME FOR COMPLETION AND EXTENSION OF TIME. All of the said off-site improvements shall be fully installed and completed within two (2) years from the date of the recordation of the Final Plat. If not completed within two (2) years, the Developer may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.
- 4. SECURITY FOR COMPLIANCE. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the city and of Developer's agreements herein stated, Developer has delivered to the City an acceptable Escrow Agreement for Majestic View Subdivision, and agrees to hold \$565,068.35 (which represents the cost of all required improvements as determined by the City Engineer plus 10% contingencies) in escrow for the use of the city in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off- site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. For convenience the Escrow Agreement is attached as Exhibit "C". The decision of the City as to whether an improvement needs to be installed, constructed, completed or replaced will be final.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees.

The 10% of above stated, shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the City as to quality and service-ability and shall be held by the City for a period of one (1) year from the time the last improvement is "conditionally accepted" by the City or until one (1) year after the time the last improvements needing repair or placement is again accepted. At the end of the one year period the said 10% shall be returned to Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the

standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards, Developer will pay the difference to the City on demand. The city shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

- 5. APPLICABILITY OF ORDINANCE. This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.
- 6. SUCCESSORS ENFORCEMENT. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.
- 7. NO REVISION OF REQUIREMENTS. Except as set forth herein, the terms of this agreement shall not be construed as amending or modifying any requirements of the ordinances of North Ogden City, or supersede or supplement any conditions of approval by the City Staff, Planning Commission, Engineer, or any other approving or advisory body which has already given approvals of **Majestic View Subdivision**. Developer is still required to comply with any conditions previously imposed by the Planning Commission.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 14 Dec. , 2018.

SKy Mornta

Signature, Manager Ownor

Page 3

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }	
County of Weber }	
On this 14 day of December Joel Prince 4 Jared Thompson evidence to be the person (s) whose name(s) is	, proved to me on the basis of satisfactory
acknowledged that he/she/they executed the sa	
LYNNE BEXELL Notary Public, State of Utah Commission # 701757 My Commission Expires On August 16, 2022	Notary Rublic Weber County Residing at:
My Commission Expires:	
8/16/22	

NORTH OGDEN CITY CORPORATION

ATTEST

\$750

\$2,300



Revize Custom Design Web Services Sales Agreement

This Sales Agreement is between North Ogden, Utah ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 04-09-2024

CLIENT INFORMATION: REVIZE LLC:

Client Name: North Ogden, Utah Revize Software Systems
Client Address: 505 E 2600 N 150 Kirts Blvd., Suite B
Client Address 2: Troy, MI 48084

Client City/State/Zip: North Ogden, UT 84414 248-269-9263

Rian Santoro – City Recorder Client Website Address:

contact Name: rsantoro@nogden.org www.northogdencity.com

801-737-9830

Jamie Jones – Finance Director

Billing Dept. Contact: jjones@nogden.org 801-782-7211

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Phase 1: Project Planning and Analysis, SOW

Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, home page design, and inner page design, includes Responsive Web Programming for great viewing on mobile screens. \$1,025

Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web applications. You also receive all updates to all CMS modules for the life of your Revize relationship. **You own the technology, design and content!**

Phase 5 & 6: Quality Assurance, Accessibility and Custom Development \$950

Phase 7: Site map development/content reorganization and migration from old website into new website including spell checking and style corrections – up to 1,145 webpages (approximate amount on your website today). To help remove stale content, Revize will not be moving over old announcements, events or calendar items. Additional content migration, if requested, is available for \$3 per webpage and document

Phase 8: Content editing and site administration training via web conference (one day session up to 8 hours) \$750

Go live! Included

Additional Applications Included:

Agenda Management Application \$2,000

Website Intranet Development \$1,500

Custom Website Design Subtotal \$13,435

Revize Annual Maintenance Fee (1st Year Pre-Paid During Design)

Includes Unlimited Tech Support, CMS software updates (for 5 users), security software updates, **Agenda Management Application**, **Intranet Hosting**, SSL security certificates and website health checks. Website hosting Included free of charge (15 GB Storage, 100GB monthly bandwidth limit):

\$5,850/yr

Grand Total (1st Year)

\$19,285

5-Year Agreement



Terms:

- 1. Five-year agreement. Revize will provide a free redesign beginning in year 5 after 4 completed years of service.
- 2. Payments: All Invoices are due according to the due date on forthcoming invoice. All sent invoices will be due on a net 30 business day billing cycle.
- 3. Revize requires payments to be made according to the payment schedule listed on agreement.
- 4. Additional content migration, if requested, is available for \$3 per web page or document.
- 5. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
- 6. This agreement is the only legal document governing this sale & the proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
- 7. Revize requires a 3-month written termination notice in advance before the next contract renewal date. If client cancels this sales agreement without cause before contract expiration, client will be required to pay remaining balance of agreement to the contract end date.
- 8. Agreement will automatically renew annually after initial contract term has completed unless either party gives notice of cancellation.
- 9. Both parties must agree in writing to any changes or additions to this Sales Agreement.
- 10. The CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at https://support.revize.com.
 - b. During the project, the CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. The CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
- 11. The CLIENT owns the design, content, and will receive software updates to the CMS for the life of the contract.
- 12. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout. Video/Audio files are not permitted to be uploaded to web server directly; Revize offers streaming video server at additional cost.
- 13. Revize expects to complete phase 7 (training) of this project within 21-27 weeks from the date of the project kickoff meeting. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. The CLIENT's decision to delay go-live for any reason, unrelated to a functional defect making the site inoperable, does not constitute breach of contract on the part of Revize. The CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. The CLIENT further understands that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize.



Revize Website Project & Services Payment Plan Option 1

Payment Amount	Due Date	Payment Includes
\$ 8,537	4/24/2024	20% of Project Cost + Year 1 Annual Hosting & Maintenance
\$ 8,537	4/24/2025	20% of Project Cost + Year 2 Annual Hosting & Maintenance
\$ 8,537	4/24/2026	20% of Project Cost + Year 3 Annual Hosting & Maintenance
\$ 8,537	4/24/2027	20% of Project Cost + Year 4 Annual Hosting & Maintenance
\$ 8,537	4/24/2028	20% of Project Cost + Year 5 Annual Hosting & Maintenance
		(Free Re-Design!)

AGREED TO BY:	CLIENT		REVIZE
Signature of Authorized Person:			
Name of Authorized Person:		<u> </u>	Shawn C. Stewart
Title of Authorized Person			Account Manager
Date:		<u> </u>	_
Please sign and return full sales agr	eement to:	shawn@revize.com	Fax 1-866-346-8880
i icase sign and return fall sales agi	Comon to.	niawii @i e vize.com	

ADA Compliance Disclaimer:

Revize designs and develops all websites to be ADA Compliant according to the WC3 Consortium's Web Content Accessibility Guidelines according to the 2.1

AA Level



Revize Website Project & Services Payment Plan Option 2

Due Date	Payment Includes
4/24/2024	33% of Project Cost + 33% of Year 1 Annual Hosting & Maintenance
TBD: Upon completion of Phase 2: Discovery and Design	33% of Project Cost + 33% of Year 1 Annual Hosting & Maintenance
TBD: Upon completion of Phase 7: Content Editor Training after website completion	Remaining 33% of Project Cost + Remaining 33% of Year 1 Annual Hosting & Maintenance
4/24/2025	Year 2 Annual Hosting & Maintenance
4/24/2026	Year 3 Annual Hosting & Maintenance
4/24/2027	Year 4 Annual Hosting & Maintenance
4/24/2028	Year 5 Annual Hosting & Maintenance Free Re-Design!
	4/24/2024 TBD: Upon completion of Phase 2: Discovery and Design TBD: Upon completion of Phase 7: Content Editor Training after website completion 4/24/2025 4/24/2026 4/24/2027

AGREED TO BY:	CLIENT		REVIZE
Signature of Authorized Person:			
Name of Authorized Person:			Shawn C. Stewart
Title of Authorized Person			Account Manager
Date:			
Please sign and return full sales	agreement to:	shawn@revize.com	Fax 1-866-346-8880

ADA Compliance Disclaimer:

Revize designs and develops all websites to be ADA Compliant according to the WC3 Consortium's Web Content Accessibility Guidelines according to the 2.1

AA Level



Revize Website Project & Services Payment Plan Option 3

Payment	Due Date	Payment Includes
Amount		
\$ 19,285	4/24/2024	Project Cost + Year 1 Annual Hosting & Maintenance
\$ 5,850	4/24/2025	Year 2 Annual Hosting & Maintenance
\$ 5,850	4/24/2026	Year 3 Annual Hosting & Maintenance
\$ 5,850	4/24/2027	Year 4 Annual Hosting & Maintenance
\$ 5,850	4/24/2028	Year 5 Annual Hosting & Maintenance
		Free Re-Design!

AGREED TO BY:	CLIENT		REVIZE
Signature of Authorized Person:			
Name of Authorized Person:			Shawn C. Stewart
Title of Authorized Person			Account Manager
Date:			
Please sign and return full sales agr	eement to:	shawn@revize.com	Fax 1-866-346-8880

ADA Compliance Disclaimer:

Revize designs and develops all websites to be ADA Compliant according to the WC3 Consortium's Web Content Accessibility Guidelines according to the 2.1

AA Level



Custom Design Website Features Included

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for government. The applications and features are grouped into five categories:

VISITOR'S COMMUNCIATION CENTER APPS

- Home Page Alert
- Document Center with keyword search
- Staff/Listing Directory with keyword search
- FAQs with keyword search
- Job Posting with keyword search
- RFP/RFP Bid Posting
- Agenda Management Application
- News Center with Facebook/Twitter/etc. Integration
- "Share This" Social Media App
- Photo Galleries
- Quick Link Buttons
- New Revize Web Calendars with monthly grid and listing view
- Sliding Feature Bar
- Language Translator over 95 languages

VISITOR'S ENGAGEMENT CENTER APPS:

- Request Center Form with Captcha
- RSS Feed
- Online Bill Pay via Third Party Provider (if required)

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ADA Compliant WCAG 2.1AA
- ADA Accessibility Widget
- Responsive Website Design (RWD) for great Mobile Device viewing i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

STAFF PRODUCTIVITY APPS

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- CMS Web Form Builder with drag & drop text fields
- Website Content Archiving
- Website Content Scheduling
- Employee Intranet with Password Protection

SITE ADMIN & SECURITY APPS

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- SSL Security Certificate
- Unique Login/Password for each Content Editor
- Web Statistics and Analysis with Google Analytics



Service Level Agreement

Revize Maximum Response Times via Severity Level

Crisis issues, determined by Revize, are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Until this error is resolved, the website is essentially halted. A large number of users and or core program functionality are severely impacted.

Critical issues are defined as website errors that are an inconvenience, or causes a inconsistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but the ser would eventually want changed.

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Technical Support Escalation:

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

Revize Support

- 8 a.m. 8 p.m. EST Phone Support (Monday thru Friday)
- 24/7/365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual



Staff Report to the North Ogden City Council

SYNOPSIS

Description: Weber Area Council of Government has approved a transportation

project to widen 450 East to 3100 North. To complete the process the city needs to approve this agreement and then send it to the county

commission for approval.

Date: 4/4/24

STAFF INFORMATION

Jon Call jcall@nogde

jcall@nogden.org 801-737-9846

QUESTION FOR COUNCIL

Is the Council willing to accept the proposed funding for the 450 widening project

DISCUSSION

The attached agreement shows the project costs and funding sources for the 450 E. widening project to 3100 N. The total project cost is expected to be \$6,720,000 dollars with \$4,028,000 coming from WACOG and the remaining coming from the City by way of impact fees, capital improvement funds, and property sales.

STAFF RECOMMENDATION

Council should review the agreement and proposed changes to see if they are satisfied with the terms of the money coming to North Ogden City through the county wide taxes currently imposed for transportation projects.



Farr West
Plain City
Harriott-Slaterville
West Havet
- Hooper
- Washington Terrace
Roy
Riverdale

Item8.

Unincorporated Areas
(unshaded)

Harriott-Slaterville
- Ogden
- Huntsville
- Washington Terrace
Roy
Riverdale

APPLICATION INFORMATION - Notice: Due Monday, July 10, 2023

(**2023**) - Program Year 2025/2026

Note: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Weber County. The Applicant is responsible for the maintenance and upkeep of the project during implementation and after project completion. Your signature below certifies that the information contained in this application is true and correct and indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.							
tain the project if							
ultiple her Agencies) on with a center turn median. This							
ultiple her Agencies) on with a center turn median. This							
blished by							

1

Project Description						
Does this project add	ress -	New Capacity	Yes Yes /	'No Cong	gestion Mitigation	Yes Yes / No
Project Improvement	Type Wid	ening Existing Roadw	<u>ay</u> Existing	Number of Lanes	3 Proposed	Number of Lanes 5
Project Termini-	Begin:			2924 North		
	End:			3100 North		
Functional Classific	cation - <i>Link</i>	Collector	<u>Is t</u>	he Project on the F	TP highway or Trans	it Network?
Summarize any special c		his project: d describe the typical sect	tion here.):	Yes		nsportation Plan - Link a Municipal\ County Master Plan?
	Туріса	I roadway cross section pr	ovided in Appendix,	which is attached to th	is application.	
Describe other project In	nprovements/ Be	nefits to be complete	d in conjunction v	vith this proposed	project:	
Describe any project v	vork phases that a	are currently underwa	y or have been co	ompleted.		
	Phase 1 of th	s project was completed I	November 2021 whic	h extended from 2600	North to 2924 North.	
Project Provides	Elementary School	S No T	ransit Stations	No	Work	No
Access to:	Trails/ Parks	No	High Schools	No	Shopping	No
(Select All that Apply)	Jr. High Schools	No Cor	nmunity Centers	No	Other: List other Dest	No inations here
To what extent does the project fill a gap or complete a connection?						
Project Proximity to	Elementary School	o 0.830	ransit Stations	0.000	Work	1.550
(Existing Distance in Miles):	Trails/ Parks	0.000	High Schools	0.960	Shopping	0.770
Enter All that Apply	Jr. High Schools	0.250 Cor	nmunity Centers	0.940	Other:	inations here
How does the project improve access to an employment center?		t is needed to expand the ca ntersection. This roadway is		· ·	le-neck areas which occur j	ust north of Washington Blvd./2600
Desired Upgrades to	School Signs	Yes Bik	e Lane Markings	Yes Pedestria	nn Signals Yes	
Traffic Control Devices Enter All that Apply	Traffic Signals	Yes	ayfinding Signs	Yes Othe	er:	List other Traffic Devices here
Discuss what safety improvements are included in this project.	•	•	of the vehicle travel la	•	d bike lane. The crosswalks	major upgrades. Bike lanes will be on the project will be updated and
Total number of crashes on the or parallel roadway during the three years	,	Project Safety Index from Traffic and Safety Data (20			elay reduction cumentation)	
Freight Traffic	0 to 5 % Traffic Map,	& Truck Traffic In	per of Intersection nprovements? de documentation)	1	ect Benefits listed?	

Project Details

Please identify preservation stategies the juris	diction has in place by ordinance	or policy. Note - Each Cell Must be ackn	<u>owledged</u>
Land Use Regulation:	Less than Fee Simple Acquistion	Mitigation/ Negotiation	Fee Simple Acquisition
Yes Access Management	Options to Purchase	Yes Transferable Development Rights	Hardship
Yes Setback	Purchase of Development Rights	Yes Density Transfers	Yes Donation
Yes Zoning	Property Exchange	Yes Impact Fee Credits	Yes Protective
Yes Site-Plan Review & Subdivision Controls	Other	Yes Tax Abatements	NA Early
Yes Conditional Use/ Interim Use Permits		Other	Other
Yes Dedications & Exactions	Click Here to A	access the WC 2050 Vision Map	(for reference purpose)
Describe existing right of way ownerships alon	g the project		
(Describe when the right-of-way was obtained	d and how ownership is documented,	i.e., plats, deeds, prescriptions, ease	ments):
Right of way was obtained on the properties on the west	side of 450 East from 2975 North to 44 using City funds.	15 North 3100 North by North Ogden (City by purchase of individual properties
Is right-of-way acquisition proposed as part of the large expected fund source, limitations on fund use or availaright-of-way)		-	/es <u>Yes/ No/ NA</u>
Right of way will need to be acquired along the west side	e of 450 East, which includes the prope from North Ogden C		and 3135 N 450 E. Funds would come
Efforts to Preserve the Corridor ((How much Right-of-Way has been acquired Project)) = (Percent of Corridor Preserved)	d) divided by the (Total Amount of R	ight-of-Way necessary for the	25 to 50 %
1 20.50%	Land Use Effectiveness e is a proposal or plan to change zoning ne project location what would be the potential project cost increase?	Anticipated Hardsh	ips
Link to City Population Data Note - Enter zip code, then select city from the drop down list - Click the Select a Fact down arrow	No 100 % plus No 40 to 59 % No 80 to 99 % No 20 to 39 %	Percent of Raw La	less than 25 %
 Select Populaton, percent change - April 1 2010 (estimates base) to July 1, 2019, (V2019) (3rd item on the list under Population) 	No 60 to 79 % Yes 0 to 19 %	Anticipated maintenance property(s) acquire (should not exceed 5 % of the state of	d. NA
Population - Census, April 1, 2010 Population - Census, April 1, 2020	20,916	Explain why maintenance cost	will be more than 5%
Anticipated year of Project Construction	to 5 years	Time Period for Right-of-Way Acquisition	Less than 1 year
	<u>Existing</u>	<u>Projected</u>	ote - The ADT Link will provide information for both Existing & Projected volumes.
Roadway Annual Average Daily Traffic - Link (Existing and Projected Volumes)	15614	18000	- Data default - Highlights the 2050 Forecast - Identify and select the roadway on the map In the Lower left hand corner of the page shows a graph (AADT, Historic and Forecast)
Transit <u>Current Daily Ridership</u>			Hover over the last dark gray dot for (Existing Data - 17 AADT) & the last light gray dot for (Projected Data - 2050 AADT)
(Corridor Study, Environmental Impact Stat	Studies Underway or Completed tement (EIS), Environmental Assess or Local Concept Report (please atta		t Impact No

<u>Pro</u>	ject phases included in funding request:	
Yes	Planning Activities	
No	Project Development & Environment Study	
Yes	Right of Way (ROW)	
Yes	Preliminary Engineering/ Final Design Plans	
Yes	Construction	
Yes	Construction Engineering & Inspection	
No	Other:	
		*

Project Funding Request Summary/ Contributions:

		\$	6,71	9,746.56	Sum of Total Project Cost (Calculated Below)	•
		\$	2,69	2,475.00	Sum of Matching Contributions Funds/ Inkind/ Other)	(Local
		\$	547,475.00	Local Fun	ds (10% min match req between the 3)	ards latch
		\$	1,520,000.00	Project G	enerated Revenue	Eligible Towards Minimum Match
		\$	625,000.00	Other Fur	nding Contributions	Eligib Minin
				Weber Co	Corridor Funding Request	
		\$	4,027,271.56	Weber Sa	les Tax Funding Request	
** N	OTE *	**	Matching Funds Improve a	Project's I	Potential Recommendation	

Project Cost Summary (In Addition - A detailed project cost estimate must be attached to this application.)

Planning Activities	\$ 6,500	(enter estimate)
Project Development & Environment Study	\$ 54,150	(enter estimate)
Preliminary Engineering/ Final Design Plans	\$ 588,052	(enter estimate)
Right of Way	\$ 2,015,640	(enter estimate)
<u>Construction</u>	\$ 1,826,935	(enter estimate)
Maintenance of Traffic (MOT)	\$ 257,900	(enter estimate)
<u>Mobilization</u>	\$ 200,000	(enter estimate)
<u>Subtotal</u>	\$ 4,949,177.00	
<u>Utilities</u>	\$ 160,000	(enter estimate)
<u>Miscellaneous</u>	\$ 0	(enter estimate)
Total Construction Cost (TCC)	\$ 5,109,177.00	
Contingency (15 % of Total Construction Cost)	\$ 766,376.55	
Construction Engineering & Inspection (CEI) (13% of (TCC))	\$ 664,193.01	
Other (Describe) _9 Demolition	\$ 180,000	(enter estimate)
Total Project Cost	\$ 6,719,746.56	

Project Notes

Revenue from the sale of the lots on the west side of 450 East, which are currently owned by North Ogden City, will be added to the project per WACOG agreement.

LOCAL TRANSPORTATION FUNDING AGREEMENT A4-2024

Project: 450 East (Phase 2)

This Local Transportation Funding Agreement (the "Agreement") is entered into by and between the County of Weber, Utah (the "County") and North Ogden City (the "City"), individually referred to as "Party" and jointly referred to as "Parties."

WHEREAS, Utah Code Annotated § 59-12-2217, the County Option Sales and Use Tax for Transportation, provides the opportunity for a council of governments and the local legislative body to prioritize and approve funding for transportation and transit projects or services ("Transportation Funding"), and

WHEREAS, the Weber Area Council of Governments ("WACOG") is the council of governments with the authority to work with the Board of Weber County Commissioners (the "County Commission") to prioritize and approve Transportation Funding for such projects; and

WHEREAS, the City submitted a timely and complete application to WACOG, which is attached as **Exhibit A** of this Agreement, requesting Transportation Funding for the City's 450 East (Phase 2) Project; and

WHEREAS, the City has committed matching contributions to the Project, as evidenced in its funding application; and

WHEREAS, the City's application was approved by WACOG on November 6, 2023 and subsequently approved by the County Commission on November 14, 2023; and

WHEREAS, the County Commission, in consideration of the recommendations of WACOG, has awarded the City up to \$4,028,000 in Transportation Funding (the "Award") programmed for the calendar year 2026, subject to the County and the City entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the City agree as follows:

1. Scope of Project; Eligible Use of the Award

- **A.** The County shall pay the City the Award to cover expenses that are necessary for the completion of the activities specifically described in **Exhibit A** (the "Project"). If there is a conflict between the terms and provisions of **Exhibit A** and this Agreement, the terms of this Agreement shall govern.
- **B.** The City shall only use the Award to cover necessary expenses that fall within the scope of the Project. The City shall use the Award in compliance with all program policies that have been adopted by WACOG. Should any provision of the program policies conflict with state or federal law, the conflicting provisions of state or federal law shall govern.

- C. Except as provided in Section 4.B. of this Agreement (which involves advanced Award payments), the City must expend "Matching Contributions" toward the Project before receiving the Award. For purposes of this Agreement, the Matching Contributions shall be 10% of the Award. The reimbursement payments described in Section 4 of this Agreement shall not commence until the County has received and verified evidence of the City's expenditure of the Matching Contributions. If the actual Award received by the City is less than the original Award amount, then the County shall adjust the Matching Contributions proportionately to reflect the actual Award.
- **D.** The City may make revisions to the scope of the Project with written approval from the County Commission where such revision does not materially alter the scope of the Project. The Parties are not required to execute an amendment to this Agreement in making such revisions. Instead, the written approval shall be incorporated into Exhibit A and shall be retained on file with the original Agreement.
- **E.** For illustration purposes only, a revision to a Project may include a change in the design, implementation, or construction means and methods that results in the ability to make additional improvements to the Project or serve more properties or individuals. Revisions to the scope of the Project that reduce the extent of the improvements to be made or properties or individuals to be served should be avoided unless necessary to keep the Project within the City's budget for the Project and/or the Award to City set forth in this Agreement.
- **F.** In no event shall a revision to the scope of the Project entitle the City to an additional allocation of Transportation Funding unless the City and the County execute a written amendment to this Agreement to increase the Award. The County Commission, in its sole discretion, and in consideration of a recommendation from WACOG, may approve and authorize additional Transportation Funding for the Project. However, no such additional allocation is guaranteed.
- **G.** The County is not responsible for the construction, maintenance, or completion of the Project.

2. TRANSPORTATION FUNDING SUBJECT TO AVAILABILITY

- A. The City acknowledges that the County cannot guarantee the payment of Transportation Funding that has not yet been appropriated, including such funding that makes up the Award. While the County may not use those funds for purposes or projects that have not gone through the WACOG process, which is outlined in Utah Code Annotated § 59-12-2217, there is no guarantee that the applicable tax revenue will be sufficient to fund all approved projects.
- **B.** If there is a funding shortfall at the time the County prepares its budget for one of the years programmed for the Award, then notwithstanding any other provision of this

Agreement, the County may, without penalty or liability of any kind, adjust the Award to the proportional amount of available Transportation Funding, as follows:

The County shall calculate the ratio of money promised for this Project to the total promised money for WACOG approved projects for the year, and then the County shall multiply that ratio by the actual funds anticipated to be available for WACOG approved projects at the time the County prepares its budget for the year.

Here is an example using hypothetical numbers:

Assume the County has promised \$1,250,000 for this Project for the year 2026. If the County promised a total of \$25,000,000 for WACOG approved projects for 2026, then the ratio would be 5%. If, at budget preparation time, the available funds were only anticipated to be \$15,000,000, then the County would only be obligated to pay 5% of the \$15,000,000 to this Project, or \$750,000.

C. If the County pays a reduced proportional amount as set forth above, it shall continue to pay proportional amounts of the funds available for WACOG approved projects in subsequent years, and shall not approve new projects to use those funds for those years until the full amount set forth in this Agreement has been paid. The City specifically acknowledges and agrees that in the event of a funding shortfall, the County shall not be obligated to make up the difference using the County's general funds or any other funding source.

3. TERM OF AGREEMENT

This Agreement shall terminate after satisfaction of all obligations accrued or incurred hereunder, or upon completion or cancellation of the Project referenced herein.

4. PAYMENTS

- A. Reimbursement Payment. The County shall pay the Award to the City on a reimbursement basis. The City shall submit reimbursement requests to the County Transportation Fund Manager each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include a signed certification by the City engineer that the expenses for which the City is seeking reimbursement fall within the Project scope under Section 1 of this Agreement. The City may not request reimbursements under this Agreement for work that has not been completed.
- **B.** Advance Payment. The County, in its discretion, may elect to pay the City in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the City's actual, immediate cash requirements in carrying out and completing the work of the Project.

- C. Withholding or Cancellation of Funds. The County reserves the right to withhold payments until the City delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- **D.** Where Payments Are Made. Payments shall be made by check or electronic deposit into City's bank account, according to a mutually agreeable process established by the City and the County.
- **E.** *Recoupment*. The Award is subject to recoupment by the County for the City's failure to use the funds for the Project in strict accordance with this Agreement and WACOG policies.

5. REPORTING REQUIREMENTS

The City shall submit such reports and adhere to all conditions and obligations as are required by the County, which include, but are not limited to, the reporting requirements established under WACOG policies. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the City's records that are related to the Project and/or the City's performance of this Agreement. Notwithstanding any record retention policies, the City shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years, whichever is greater.

6. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

In addition to the requirements set forth in this Agreement and WACOG policies, use of the Award may be subject to various other federal, state, and local laws including, but not limited to Utah Code Ann. §§ 59-12-2217 (as amended) and 59-12-2212.2 (as amended). The City shall comply with all applicable federal, state, and local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

7. RETURN OF FUNDS; RECOUPMENT

A. If the City uses any portion of the Award in violation of this Agreement, including any applicable laws and WACOG policies, then the County may recoup such funding from the City. If the County determines that such a violation exists, the County shall provide the City with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from the County, the City may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment, or (2) written consent to the notice of recoupment.

B. If the City has not submitted a reconsideration request, or if the County denies the reconsideration request, the City shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

8. WITHHOLDING REIMBURSEMENT; SUSPENSION OF AGREEMENT

- **A.** If the City fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:
 - a. withhold all or any part of payment pending correction of the deficiency; or
 - b. suspend all or part of this Agreement.
- **B.** Further, any failure to perform as required pursuant to this Agreement may subject the City to recoupment as set forth under this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 9 below. The County may also consider performance under this Agreement when considering future awards.

9. TERMINATION

- **A.** *Termination for Cause*. The County may terminate this Agreement for cause if the City fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - a. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - b. The City has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
 - c. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the City of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the City shall have 15 calendar days to cure the cause for termination. If the City has not cured the cause for termination within 15 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the City of the termination, the

reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the City are subject to recoupment by the County in accordance with this Agreement. Any costs resulting from obligations incurred by the City after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

B. *Termination for Convenience*. This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

10. CLOSE OUT AFTER TERMINATION

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- **A.** Upon written request by the City, the County will make or arrange for payment to the City of allowable reimbursable costs that were not covered by previous reimbursements.
- **B.** Within 30 calendar days after the date of termination, the City shall submit to the County all financial, performance, and other reports required by this Agreement and WACOG policies, and in addition, will cooperate in a Project audit by the County or its designee if the County opts to conduct such an audit;
- C. Closeout of funds will not occur unless all requirements of this Agreement, WACOG policies, and Federal, State, and Local laws are met and all outstanding issues with the City in regards to this Agreement have been resolved to the satisfaction of the County.
- **D.** Any unused Award funds in the City's possession or control shall be immediately returned to the County.

11. INDEMNIFICATION

To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its appointed and elected officials, and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages arising from the City's misuse of the Award; personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons; and in regards to damage to property, arising or alleged to have arisen out of the City's performance of this Agreement, when such injuries to persons or damage to property are due to the actions of the City, its subcontractors, agents, successors, or assigns.

12. NOTICES

Any notices required to be given by the County or the City shall be in writing and delivered to the following representatives for each party:

The County	The City
County of Weber	North Ogden City
Attn: Transportation Funding Specialist	Attn: Jon Call
2380 Washington Blvd., Suite 240	505 East 2600 North
Ogden, UT 84401	North Ogden, UT 84414
bstewart@webercountyutah.gov	jcall@noogden.org

13. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

14. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

The City shall, in good faith and to the greatest extent possible, complete the Project in accordance with the City's proposed project timeline in the City's application. City acknowledges that time is of the essence, and City shall exercise due diligence to complete the project in a timely manner.

15. ASSIGNMENT

The City shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

16. AMENDMENTS

This Agreement cannot be amended or modified except in writing signed by both Parties.

17. VENUE AND CHOICE OF LAW

If either Party initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and the City agree that the proper venue for such action is the Utah Second Judicial District. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

18. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

19. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

20. NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

21. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

22. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the City represent that one or both of them has the authority to execute this Agreement and to bind the City to its terms.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By
James H. Harvey, Chair
Date
ATTEST:
Weber County Clerk/Auditor

NORTH OGDEN CITY

By	
Name/Title:	
Date	
ATTEST:	
Name/Title:	

EXHIBIT A

Project Scope