NOTICE AND AGENDA
SOUTH OGDEN CITY COUNCIL WORK SESSION
TUESDAY, AUGUST 20, 2024, 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, August 20, 2024. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the EOC. The meeting is open to the public; anyone interested is welcome to attend. No action will be taken on any items discussed during the pre-council work session. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

II. REVIEW OF COUNCIL MEETING AGENDA

III. DISCUSSION ITEMS

A. South Ogden Days Report- Danielle Bendinelli

B. Utility Rates

IV. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on August 16, 2024. Copies were also delivered to each member of the governing body.

Leesa Kapetanov, City Recorder

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

STAFF REPORT

SUBJECT: 2024 South Ogden Days Financial Recap
AUTHOR: Danielle Bendinelli
DEPARTMENT: Administration
DATE: August 15, 2024

Quick Glance Financial Breakdown, Including Income and Expenses, For South Ogden Days 2024 Held June 21st and 22nd

General Category Expense – *(Including but not limited to)*

Administrative: **$18,404.40** - *(Employee Dinners, Overtime, Permits)*
Entertainment: **$44,556.24** - *(Headliner, Stage, Audio, Management)*
Family Friday: **$4,308.73** - *(Ice cream, DJ, Pickleball, Balloons & Characters)*
Operational: **$21,372.58** - *(Fireworks, Barricades, Tents, Potties, Lights, Generators)*
Marketing: **$5,699.57** - *(Shirts, Banners, Advertising, photographer)*
Parade Items: **$1,304.96** - *(Candy, Car Signs, DJ)*

	Actual	2024 INCOME
	50,000.00	Event Budget
	30,000.00	Fun Balance
	15,000.00	RAMP
	20,000.00	Young Auto
	2,000.00	Big O Tires
	1,350.00	Food Trucks
	2,475.00	Vendor Booths
Actual Payments	560.00	Pickleball
$95,646.48		
	121,385.00	

Expenses	$95,646	Income
	-80,000	South Ogden
	-15,000	RAMP
	-20,000	Young Auto
	-2,000	Big O Tires
	-3,825	Vendors
	-560	Pickleball
Income	($25,739)	(Gain) / Loss

2025 Financial Goals: To utilize the Fund Balance less or not at all by solidifying more community partnerships/sponsorships and reducing single lump sum entertainment expenses by utilizing Utah based performers, helping to impact grant narratives and provide additional opportunities for on-site activities and happenings.

Some additional objectives based on feedback: Bid out barricade companies, invest in more event signage, pursue a city-based caterer, eliminate the talent show, jury food truck vendors, hold a Fire Department association cook-off in conjunction with Family Friday Night, and promote additional events under the South Ogden Days umbrella.

STAFF REPORT

SUBJECT: Utility Rate Review Scenario
AUTHOR: Peter Anjewierden
DEPARTMENT: Finance
DATE: 8/20/2024

RECOMMENDATION

Staff recommends council consider nominal increases to Utility rates specifically water due to the large amount of capital projects impacting water projects on the horizon.

BACKGROUND

Council considers utility rate changes at its discretion annually

ANALYSIS

Council was presented with two potential rate increase scenarios and staff have modeled a rate increase based on feedback from the council in order to boos revenue for a myriad of water projects.

SIGNIFICANT IMPACTS

Increased revenue would be derived from projected water increase scenarios that will impact utility rate payers. Impacts are estimated to range from between 2.56% and 5.11% increases in overall utility bills depending upon water useage tiers under the scenario up for consideration.

ATTACHMENTS

The attached rate documentation and analysis will be under consideration during the 08/20 working session. Staff may also have supplemental information to provide.

SOUTH OGDEN CITY FY 2025 UTILITY RATES

	Current WATER USAGE PRICE RATE PER LEVEL	Proposed Rate (12% tiers 2-5)	% Change
WATER USAGE LEVELS	Rate per 1000 Gallons	Rate per 1000 Gallons	
0- 3,999 GALLONS	$1.43	$1.43	0%
4,000 - 7,999 GALLONS	$3.50	$3.92	12%
8,000 - 10,999 GALLONS	$4.14	$4.64	12%
11,000 - 15,999 GALLONS	$4.76	$5.33	12%
16,000 - + GALLONS	$5.09	$5.70	12%

	SEWER USAGE PRICE RATE PER LEVEL
SEWER USAGE LEVELS	Rate per 1000 Gallonos
0- 3,999 GALLONS	$1.14
4,000 - + GALLONS	$4.77

Current WATER BASE FEE	Proposed 2025 New Base Fee	SEWER BASE FEE	GARBAGE RATE PER CAN	RECYCLING RATE PER CAN	RESIDENTIAL STORM DRAIN FEE
$14.33	$16.02	$16.05	$11.56	$4.09	$11.93

DUPLEX STORM DRAIN FEE	4- PLEX STORM DRAIN FEE	COMMERCIAL STORM DRAIN PER ERU
$17.88	$23.83	$11.93

increase in the base rate by 12% tiers 2-5 also increased by 12% (net bill increases are 2.5%-5%)

JUNE 2024 Utility Usage Demographics

Usage Levels Per Tier	Total Metered Accounts	Percentage
0- 3,000 GALLONS	2592	49.65%
4,000- 7,999 GALLONS	1866	35.74%
8,000-10,999 GALLONS	366	7.01%
11,000-15,999 GALLONS	197	3.77%
16,000 + GALLONS	200	3.83%
	5221	**100.00%**

Base Rate Increa From 14.33 To:	16.02	input
Ladder Increase	12%	input

Base fee = $16.02 & includes under 4,000 gallons & 12% increase on the usage ladder for tiers 2-5

#1	Resident - current bill			New base fee w/usage					
A.	1,500 gallons of water used:		Current				Proposed		
		1 x $1.43	$1.43		1 X	$1.43	$1.43		
		Base fee	$14.33		Base fee		$16.02		
	Total fee		$15.76				$17.45		
B.	1,500 gallons of sewer used:								
		1 x $1.14	$1.14		1 x $1.14		$1.14		
		Base fee	$16.05		Base fee		$16.05		
			$17.19				$17.19		
C.	Storm drain fee:		$11.93				$11.93		
D.	Road Improvement Fee:		$5.52				$5.52		
E.	Garbage		$11.56				$11.56		
	Recycling		$4.09				$4.09		Increase Monthly
			$66.05				$67.74	2.56%	$1.69

#2	Resident - current bill			New base fee w/usage					
A.	8,500 gallons of water used:		Current				Proposed		
		3 x $1.43	$4.29		3 X	$ 1.43	$4.29		
		4 x $3.50	$14.00		4 X	$ 3.92	$15.68		
		1 x $4.14	$4.14		1 X	$ 4.64	$4.64		
		0 x $4.76	$0.00		0 x	$ 5.33	$0.00		
		0 x $5.09	$0.00		0 x	$ 5.70	$0.00		
		Base fee	$14.33		Base fee		$16.02		
	Total fee		$36.76				$40.63		
B.	8,500 gallons of sewer used:								
		3 x $1.14	$3.42		3 x $1.14		$3.42		
		5 x $4.77	$23.85		5 x $4.77		$23.85		
			$0.00				$0.00		
		Base fee	$16.05		Base fee		$16.05		
			$43.32				$43.32		
C.	Storm drain fee:		$11.93				$11.93		
D.	Road Improvement Fee:		$5.52				$5.52		
E.	Garbage		$11.56				$11.56		
	Recycling		$4.09				$4.09		
			$113.18				$117.05	3.42%	$3.87

#3	Resident - current bill			New base fee w/usage					
A.	16,500 gallons of water used:		Current				Proposed		
		3 x $1.43	$4.29		3 X	$ 1.43	$4.29		
		4 x $3.50	$14.00		4 X	$ 3.92	$15.68		
		3 x $4.14	$12.42		1 X	$ 4.64	$13.91		
		5 x $4.76	$23.80		5 X	$ 5.33	$26.66		
		1 x $5.09	$5.09		1 X	$ 5.70	$5.70		
		Base fee	$14.33		Base fee		$16.02		
	Total fee		$73.93				$82.26		
B.	16,500 gallons of sewer used:								
		3 x $1.14	$3.42		3 x $1.14		$3.42		
		13 x $4.77	$62.01		13 x $4.77		$62.01		
			$0.00				$0.00		
		Base fee	$16.05		Base fee		$16.05		
			$81.48				$81.48		
C.	Storm drain fee:		$11.93				$11.93		
D.	Road Improvement Fee:		$5.52				$5.52		
E.	Garbage		$11.56				$11.56		
	Recycling		$4.90				$4.90		
			$189.32				$197.65	4.40%	$8.33

#4	Commercial - current bill			New base fee w/usage					
A.	146,000 gallons of water used:		Current				Proposed		
		3 x $1.43	$4.29		3 X	$ 1.43	$4.29		
		4 x $3.50	$14.00		4 X	$ 3.92	$15.68		
		3 x $4.14	$12.42		1 X	$ 4.64	$13.91		
		5 x $4.76	$23.80		5 X	$ 5.33	$26.66		
		131 x $5.09	$666.79		131 x	$ 5.70	$746.80		
		Base fee	$14.33		Base fee		$16.02		
	Total fee		$735.63				$823.36		
B.	146,000 gallons of sewer used:								
		3 x $1.14	$3.42		3 x $1.14		$3.42		
		143 x $4.77	$682.11		143 x $4.77		$682.11		
			$0.00				$0.00		
		Base fee	$16.05		Base fee		$16.05		
			$701.58				$701.58		
C.	Storm drain fee: 20.82 ERU		$248.38				$248.38		
D.	Road Improvement Fee:		$30.48				$30.48		
E.	Garbage		$0.00				$0.00		
	Recycling		$0.00				$0.00		Increase Monthly
			$1,716.07				$1,803.80	5.11%	$87.73

NOTICE AND AGENDA
SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, AUGUST 20, 2024, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm on Tuesday, August 20, 2024. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; anyone interested is welcome to attend. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over www.youtube.com/@southogdencity and www.facebook.com/southogdencity .

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

A. Call to Order – Mayor Russell Porter

B. Prayer/Moment of Silence -

C. Pledge of Allegiance – Council Member Susan Stewart

II. PUBLIC COMMENTS

– This is an opportunity to address the mayor and council with any concerns, suggestions, or praise. No action can or will be taken at this meeting on comments made. *Please limit your comments to three minutes.*

III. RESPONSE TO PUBLIC COMMENT

IV. CONSENT AGENDA

A. Approval of August 6, 2024 Special Meeting and Council Minutes

V. DISCUSSION / ACTION ITEMS

A. Consideration of **Resolution 24-25** – Adopting the FY2025 Budget Including an Increase In Property Taxes

B. Consideration of **Resolution 24-26** – Approving an Agreement With Wasatch Front Football League for Little League Football

C. Consideration of **Resolution 24-27** – Approving am Agreement with Painter 1 to Paint Various Areas of City Hall

D. Consideration of **Resolution 24-28** – Approving an Agreement With W2W Commercial Flooring to Replace Flooring in Various Areas of City Hall

E. Consideration of Previously Tabled **Ordinance 24-07** – Vacating a Portion of Alley Located Between Porter and Jefferson and 36th and 37th Streets

F. Consideration of **Ordinance 24-08** – Amending South Ogden City Code to Allow and Regulate the Keeping of Chickens

G. Consideration of Approval of Noise Ordinance Exemption Permit for Road Construction on Harrison Boulevard from US Hwy 89 to North City Boundary

VI. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

B. City Manager

C. Mayor

VII. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on August 16, 2024. Copies were also delivered to each member of the governing body.

Leesa Kapetanov, City Recorder

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

MINUTES OF THE SOUTH OGDEN CITY COUNCIL SPECIAL MEETING

TUESDAY, AUGUST 6, 2024

5 PM IN COUNCIL ROOM

Not Approved

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Deputy Fire Chief Brandon Storey, Communications and Events Specialist Danielle Bendinelli, and Recorder Leesa Kapetanov

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link: https://cms7files.revize.com/southogden/document_center/Sound%20Files/2024/CC240806_1659.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- Mayor Porter called the special council meeting to order at 5:01 pm and entertained a motion to begin 00:00:00

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

- Note: Council Member Howard was not present for this vote nor the next. He arrived just after the consent agenda vote was taken.

II. CONSENT AGENDA

A. Approval of July 18, 2024 Council Minutes

- Mayor Porter asked if there were any corrections or comments concerning the minutes. Seeing none, he called for a motion to approve the minutes.

00:00:34

Council Member Stephens so moved. The motion was seconded by Council Member Howe. Council Members Stewart, Stephens, and Howe voted aye. Council Member Smyth abstained.

III. DISCUSSION/ACTION ITEMS

A. Consideration of **Resolution 24-24** – Approving an Agreement With Groove Technology Solutions for Radio Infrastructure Upgrade

- Staff overview 00:00:57
- Discussion 00:03:30
- The mayor called for a motion to adopt Resolution 24-24

00:07:22

Council Member Smyth so moved. Council Member Howard seconded the motion. There was no further discussion. Mayor Porter called the vote:

Council Member Stewart-	**Yes**
Council Member Howard-	**Yes**
Council Member Smyth-	**Yes**
Council Member Stephens-	**Yes**
Council Member Howe-	**Yes**

Resolution 24-24 was approved.

IV. DISCUSSION ITEMS

A. Fingerboard Skate Park

- Staff overview 00:07:41
- Presentation by Spencer Oakey and Clark Checketts (see Attachment A)

00:09:10

- Questions/Discussion 00:19:18
- A majority of the council were in favor of staff finding more information on costs and a site for a fingerboard skate park

B. Senior Center Services

- Staff overview 00:26:53
- Discussion 00:33:04

Not Approved

- After discussion, a majority of the council instructed staff to move forward by collecting more information

C. FY2025 Budget

- There was not enough time to discuss this item

V. REPORTS/DIRECTION TO CITY MANAGER

- The mayor skipped this item due to lack of time

VI. ADJOURN

- At 5:51 pm, Mayor Porter called for a motion to adjourn the work session

00:50:51

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

Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Special Council Meeting held Tuesday, August 6, 2024.

Leesa Kapetanov, City Recorder

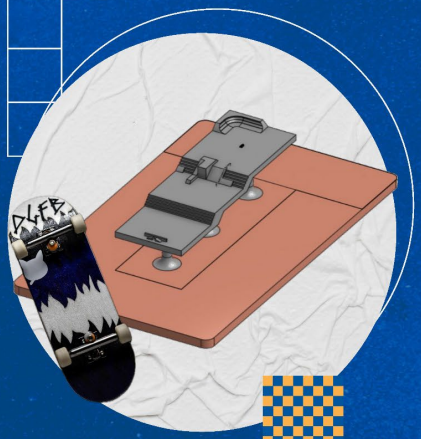
Date Approved by the City Council

ATTACHMENT A

Fingerboard Skate Park Presentation

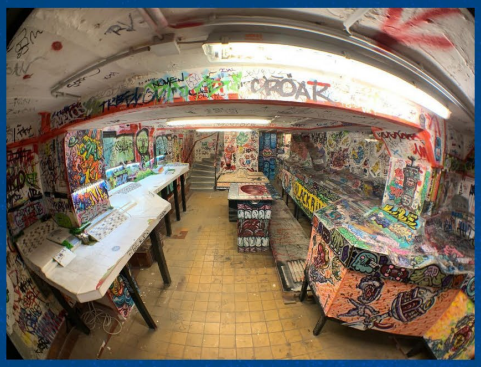
Not Approved

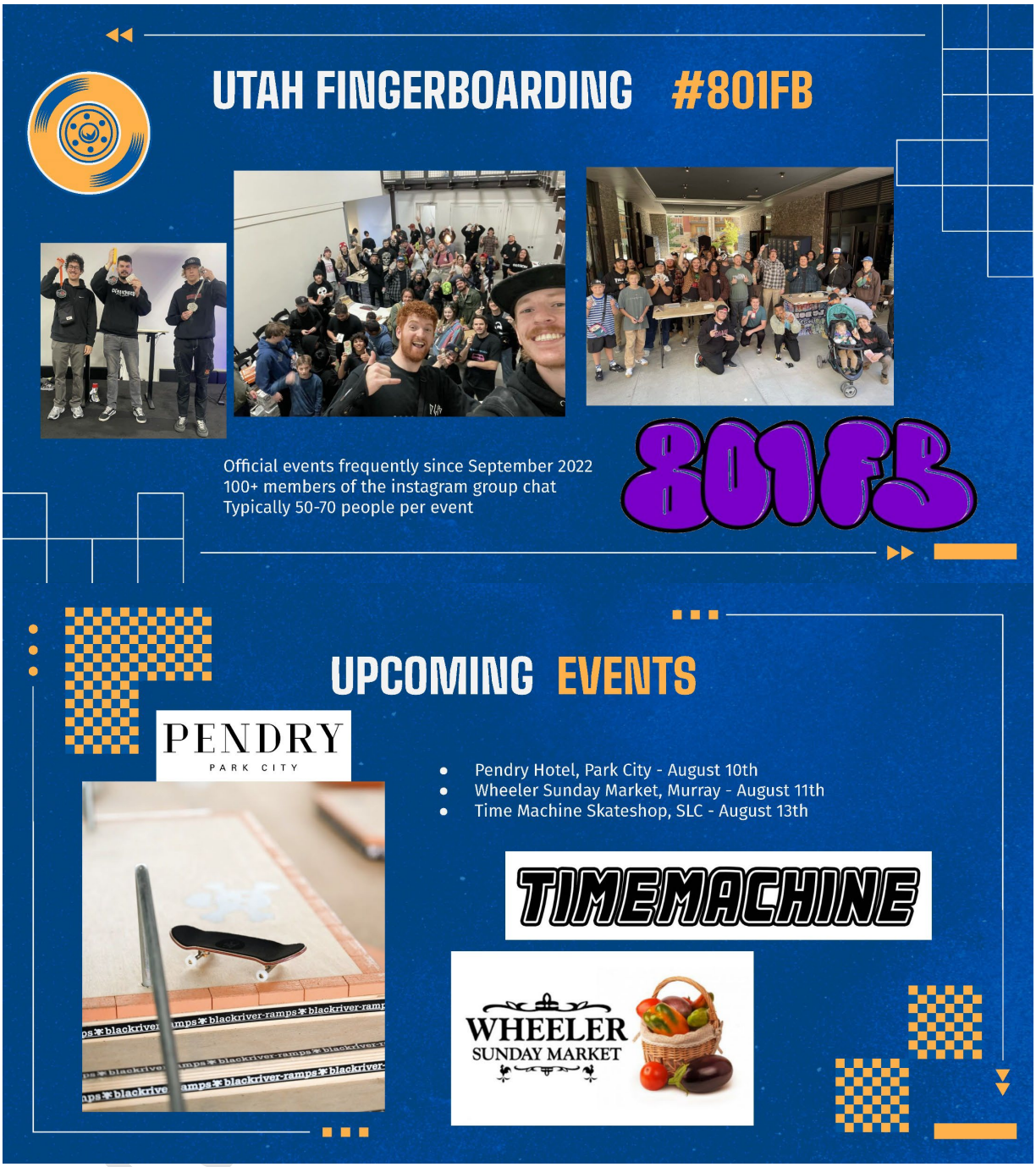
SOUTH OGDEN PUBLIC FINGERBOARD PARK PROPOSAL



HISTORY OF FINGERBOARDING

- Professional Fingerboards showed up end of the 90s
- ASI Berlin Shop opened in 2010
- Social Media and the pandemic brought a resurgence




UTAH FINGERBOARDING #801FB
Official events frequently since September 2022
100+ members of the instagram group chat
Typically 50-70 people per event
801FB
UPCOMING EVENTS
PENDRY
PARK CITY
Pendry Hotel, Park City - August 10th
Wheeler Sunday Market, Murray - August 11th
Time Machine Skateshop, SLC - August 13th
TIMEMACHINE
WHEELER
SUNDAY MARKET

LOCAL BRANDS AND CREATIVITY
BKB
SKATESTATION
level ledges.
We have a large group of local fingerboard brands making exceptional products!

BKB PARK BUILDING EXPERTISE

FINAL CONCEPT DESIGN
CONCEPT
Varying heights for all ages and all abilities access.
12 feet long x 4 feet wide
BUDGET
$0

MINUTES OF THE SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, AUGUST 6, 2024
6 PM IN COUNCIL ROOM

Not Approved

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Deputy Fire Chief Brandon Storey, Communications and Events Specialist Danielle Bendinelli, and Recorder Leesa Kapetanov

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link: https://cms7files.revize.com/southogden/document_center/Sound%20Files/2024/CC240806_1759.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

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

- Mayor Russell L. Porter called the meeting to order at 6:01 pm and entertained a motion to begin 00:00:00

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

II. PUBLIC HEARING

To Receive and Consider Comments on the Following Items:

- Mayor Porter called for a motion to open a public hearing for the purposes stated on the agenda 00:00:58

Council Member Howard so moved. Council Member Howe seconded the motion. The voice vote was unanimous is favor of the motion.

A. Possible Increase in South Ogden City's Portion of Property Taxes

B. FY2025 Budget

- The mayor gave an overview of what the increase in property taxes may be 00:01:27
- Mayor Porter invited those present to come forward and comment as well as explained to those online they had until 6:15 to offer comment. No one in chambers came forward to comment 00:02:20
- The mayor called for a motion to close the public hearing

Council Member Howe so moved. The motion was seconded by Council Member Smyth. All present voted aye.

III. DISCUSSION ITEMS

- Mayor Porter moved to item B first in case any online comments for a property tax increase were received online 00:02:57

B. FY2025 Budget

- Staff overview 00:03:14
- Discussion 00:08:16

- The mayor announced no online comments had been submitted 00:18:19

- Staff presentation on utility rates 00:18:33
- Council discussion on utility rates 00:30:03

A. Possible Increase in South Ogden City's Portion of Property Taxes

- Mayor Porter commented about a property tax increase 00:48:27
- Council discussion on tax increase 00:50:38

Not Approved

IV. ADJOURN

- At 7:04 pm, Mayor Porter called for a motion to adjourn

01:02:50

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

Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council Meeting held Tuesday, August 6, 2024.

Leesa Kapetanov, City Recorder

_____

Date Approved by the City Council

Resolution No. 24-25

A RESOLUTION OF THE CITY OF SOUTH OGDEN CITY, UTAH, ADOPTING THE BUDGET, TOGETHER WITH ITS ASSOCIATED FORMS, SCHEDULES, AND ATTACHMENTS, FOR THE FISCAL YEAR FROM JULY 1, 2024 TO JUNE 30, 2025; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE CITY RECORDER.

WHEREAS, the City Council finds that at a regularly scheduled meeting of the City Council of South Ogden City, held during May 2024, under the Uniform Fiscal Procedures act for Utah Cities, Utah Code ("UC") §10-6-101, et. seq., as amended, the Finance Director submitted to the City Council of South Ogden City the proposed Operating Budget; Capital improvements Budget; Enterprise Funds Budgets; and the Water, Sewer, and Garbage Budgets, and his budget message, all for the fiscal year of July 1, 2024 To June 30, 2025, as required by the statute; and,

WHEREAS, the City Council finds that in conformance with UC §10-3-818, upon its own motion, and as part of its budget adoption process, the City Council has reviewed and considered the compensation of each officer of the city, including but not limited to elected and appointed officials, with each salary schedule applicable to each officer of the city, to determine whether the compensation rates or schedules as existing and as proposed should be adopted, changed, or amended; and,

WHEREAS, the City Council finds that UC §10-6-118, as amended, requires that before the 22nd day of June each year, or September 1st, as is the case this year since the budget contemplates enacting a property tax increase under UC §59-2-919 through §59-2-923, the City Council shall by resolution or ordinance, adopt a budget for the ensuing fiscal year for each fund for which a budget is required; and,

WHEREAS, in compliance with law, the City Council set a time and place for a public hearing to consider the budget, including in increase in the property tax rate, at which all interested persons were given an opportunity to be heard, said hearing having been held on August 6, 2024 at 6 pm; and,

WHEREAS, the City Council finds that the notice of the time, place, and purpose of the public hearing to consider the budget, and all of its schedules, changes, and recommendations, including compliance with the state's "Truth in Taxation" notice requirements, i.e. publication once a week for the two weeks prior to the public hearing, and as otherwise required by statute, in the *Ogden Standard – Examiner,* it being a newspaper published in the county within which the municipality is situated and circulated in the municipality; and

WHEREAS, the City Council considered for adjustment and/or adoption the Finance Director's recommended budget, with any adjustments detailed in the South Ogden City Fiscal Year 2025 Budget, herein shown as **Attachment "A"**; and,

WHEREAS, the City Council finds that all conditions precedent to the adoption of the final budget have been accomplished;

THEREFORE, BE IT RESOLVED by the City Council of South Ogden City,

SECTION 2 – BUDGET ADOPTED

The City Council finds that the budget, comprising the Operating Budget; Capital Improvements Budget; Enterprise Funds Budgets, including the determination – following the required public hearing – that the City will not charge itself for its own utility service use; Personnel Schedules identifying the classification and pay plan for employment positions for each department including certain Non-Merit Special employee positions, and elected and statutory officials' compensations schedules, as shown in detail in **Attachment "A",** and incorporated by this reference as if set out fully, is adopted, with all identified funds and allocations thereto created, re-created, or reaffirmed and made the official budget of South Ogden City for the fiscal year of July 1, 2024 To June 30, 2025.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 20th day of August, 2024, and after publication or posting as required by law.

PASSED AND ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 20th day of August, 2024.

SOUTH OGDEN CITY

_____
Russell L. Porter, Mayor

ATTEST:

_____
Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 24-25

A Resolution Of The City Of South Ogden City, Utah, Adopting The Budget, Together With Its Associated Forms, Schedules, And Attachments, For The Fiscal Year From July 1, 2024 To June 30, 2025; And Providing That This Resolution Shall Take Effect Immediately Upon Its Adoption And Deposit With The City Recorder.

20 Aug 24

South Ogden City

FY 2025

Final Budget

For Adoption

August 20, 2024

Resolution – 24-25

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
GENERAL FUND					
TAX REVENUE					
10-31-100	Property Tax Collections CY	4,183,551	4,379,859	2,189,794	4,548,255
Budget notes:					
	~2025 * current certified tax rate = .002500				
	* new growth = $37,000				
	* 3% property tax increase = $168,396				
10-31-105	Prop 1 Tax Increment	444,360	455,073	513,716	453,356
10-31-200	Property Tax - Delinquent	57,553	44,801	29,245	57,280
10-31-250	Motor Vehicle & Personal Prop.	219,163	219,951	120,421	208,992
10-31-300	General Sales and Use Taxes	5,546,310	5,846,029	5,687,314	5,605,769
Budget notes:					
	~2025 *FY 24 Includes accrued Tax revenue due (per audit advice)				
	*c/y 9 mo + p/y 3 mo = $5,577,054				
	* 1% growth = $55,771				
	* current year-to-date = .77% over last year-to-date				
10-31-400	Utility Franchise Fee	384,201	197,055	83,777	197,055
Budget notes:					
	~2025 * 3% all goes to parks capital = $197,055 if there are no utility increases				
	* water - $59,666				
	* sewer - $69,240				
	* storm - $37,761				
	* garbage - $23,176				
	* recycling - $7,212				
10-31-500	Franchise Tax	240,996	242,625	84,694	216,979
10-31-550	Municipal Energy Use Tax	1,113,787	1,020,093	1,076,778	1,135,533
	Total TAX REVENUE:	12,189,922	12,405,486	9,785,738	12,423,219
LICENSES & PERMITS					
10-32-100	Business Licenses	146,077	110,385	143,665	140,346
10-32-200	Building Permits	240,903	171,080	148,195	171,080
10-32-300	Animal Licenses	7,929	10,334	6,995	7,753
10-32-325	Micro-Chipping Fees	5,270	100	400	450
10-32-350	Animal Adoptions	26,450	26,123	32,505	30,013
10-32-375	Animal Shelter Fees	605	653	4,295	5,144
	Total LICENSES & PERMITS:	427,233	318,675	336,055	354,786
INTERGOVERNMENTAL REVENUE					
10-33-150	State Liquor Fund Allotment	23,859	23,860	13,988	25,988
10-33-200	ARPA - American Rescue Plan	.00	.00	.00	2,035,512
Budget notes:					
	~2025 * $2,035,512 = total received				
	* $1,924,453 - encumbered for new fire truck				
	* $111,059 - remaining balance transferred to CPF for skate park (part of 10-80-230 = $1,500,000)				
10-33-600	State/Local Grants	698,508	503,423	96,763	867,716
Budget notes:					
	~2025 * RAMP population grant - $17,716 : corresponds with line item #10-70-450				
	* RAMP skate park grant - $650,000				
	* Outdoor Recreation grant - $200,000 for the skate park				
10-33-610	Federal FEMA Awards	55,737	.00	8,925	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
10-33-900	Class "C" Road Fund Allotment	747,926	751,075	357,262	803,663
10-33-925	Resource Officer Contract	46,875	50,250	59,500	71,400
Budget notes:					
	~2025 * per contract Darin negotiated last year - $71,400				
	Total INTERGOVERNMENTAL REVENUE:	1,572,905	1,328,608	536,439	3,804,279
RECREATION & PLANNING FEES					
10-34-200	Baseball Revenue	13,893	17,980	17,983	16,315
10-34-250	Soccer	6,320	7,400	9,211	7,400
10-34-300	Spike/Kickball Fees	360-	315	820	315
10-34-350	Basketball Fees	19,413	52,140	52,172	22,945
10-34-352	Comp Youth Basketball	98,800	95,000	85,880	95,000
10-34-354	Comp Adult Basketball	12,620	13,500	12,970	13,500
10-34-360	Ultimate Frisbee Fees	.00	1,415	1,370	.00
10-34-375	Flag Football	3,235	4,360	3,900	4,360
10-34-450	Volleyball Registration	5,615	6,730	6,734	4,537
10-34-500	Football	15,821	18,900	13,551	18,900
10-34-505	Football Apparel	960	3,100	3,605	3,100
10-34-550	Tennis / Pickleball	.00	280	1,768	280
10-34-575	Concession Revenues	.00	.00	1,085	.00
10-34-700	Plan Check Fee	124,206	81,400	82,059	34,400
10-34-725	Engineering Review Fees	8,239	15,947	6,758	15,947
10-34-726	Zoning/Subdivision Fees	4,490	2,400	3,640	2,400
10-34-750	Street Cut Fee	5,592	26,350	26,352	4,400
10-34-850	Bowery Rental	3,100	1,800	2,500	1,800
10-34-875	Sex Offender Registration Fee	550	500	850	500
10-34-900	Public Safety Reports	21,235	22,900	23,970	14,100
	Total RECREATION & PLANNING FEES:	343,728	372,417	357,177	260,199
FINES & FORFEITURES					
10-35-200	Fines- Regular	397,836	416,960	438,330	415,855
10-35-300	Alarm Fines/Permits	5,000	3,750	4,200	3,750
	Total FINES & FORFEITURES:	402,836	420,710	442,530	419,605
MISCELLANEOUS REVENUE					
10-36-100	Interest	424,726	358,630	302,802	355,208
Budget notes:					
	~2025 * April 2024 PTIF rate = 5.4469%				
	* only a percentage goes to the g/f, approx 45%				
10-36-105	Cash Over/Short	45-	.00	13	.00
10-36-400	Sales of Fixed Assets	56,948	723,000	724,647	.00
10-36-500	75th Anniversary Sales	40	.00	.00	.00
10-36-601	Donations to South Ogden City	14,728	.00	6,658	.00
10-36-700	Contractual Agreement Reven	172,408	160,283	162,711	164,722
Budget notes:					
	~2025 * WTC a/c = $49,821 - Riverdale a/c = $22,109				
	* Verizon = $17,612 - T-Mobile = $15,129 - SBA = $43,251				
	* AT & T = $14,400 - NetMotion = $2,400				
10-36-900	Misc. Revenue	190,213	168,075	170,403	25,000
	Total MISCELLANEOUS REVENUE:	859,017	1,409,988	1,367,233	544,930

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
CHARGE FOR SERVICE & TRANSFERS					
10-39-150	Lease Financing	.00	1,079,556	1,079,556	.00
10-39-242	Transfer in from Sewer Fund	11,595	12,059	12,059	12,059
10-39-244	Transfer in from Storm Drain	16,748	17,418	17,418	17,418
10-39-250	Transfer in from Water Fund	60,551	62,974	62,974	62,974
10-39-300	Transfer In From CPF	.00	.00	.00	2,086,723
Budget notes:					
~2025 Capital Projects funds transfer balances identify project breakdown					
10-39-350	Charge for Service - CDRA	16,926	22,375	11,190	22,375
Budget notes:					
~2025 * Mazda Automall - $1,625					
* City Center - $20,750					
10-39-400	Charge for Service - Water Fnd	270,256	359,912	179,952	359,912
10-39-410	Charge for Service - Sewer Fnd	261,388	244,764	122,382	244,764
10-39-420	Charge for Svc - Storm Drn Fnd	202,251	119,630	59,814	119,630
10-39-430	Charge for Service - Grbge Fnd	109,902	88,409	44,202	88,409
10-39-440	Charge for Service - Amb Fnd	70,742	74,761	37,380	74,761
10-39-700	Appropriated Fund Bal-Class C	.00	50,000	.00	48,500
10-39-800	Appropriated Fund Balance	.00	1,600,545	.00	.00
Total CHARGE FOR SERVICE & TRANSFERS:		1,020,359	3,732,403	1,626,927	3,137,525
Total Revenue:		16,816,000	19,988,287	14,452,100	20,944,543
COUNCIL					
10-41-110	Salaries and Wages	71,877	77,519	77,472	79,845
10-41-130	Employee Benefits	8,673	9,254	10,885	9,347
10-41-210	Books, Subscrip.& Memberships	12,483	14,984	13,682	14,172
Budget notes:					
~2025 * ULCT membership fees					
10-41-230	Travel & Training	6,839	6,890	6,089	6,683
10-41-240	Supplies	214	174	33	514
10-41-700	Small Equipment	755	1,152	1,152	772
Total COUNCIL:		100,841	109,973	109,312	111,333
LEGAL DEPARTMENT					
10-42-110	Salaries and Wages	15,425	37,052	22,891	39,163
10-42-130	Employee Benefits	1,217	2,835	1,794	2,996
10-42-230	Travel & Training	1,234	1,530	520	1,484
10-42-240	Supplies	.00	530	.00	514
10-42-310	Outside Legal Counsel	83,969	107,880	60,364	104,644
Budget notes:					
~2025 * ETJ Law FY 2024 approx $8,990 per month - fees are going up 17% in FY 2025					
10-42-320	Prosecutorial Fees	30,000	30,000	27,500	29,100
Total LEGAL DEPARTMENT:		131,845	179,827	113,069	177,901
Court Department					
10-43-110	Salaries & Wages	204,276	235,456	226,605	250,374
10-43-112	Overtime	.00	.00	.00	2,500
10-43-130	Employee Benefits	66,848	81,974	75,128	77,399
10-43-210	Books, Subscriptions, & Mbrshp	216	530	307	514
10-43-230	Travel & Training	1,374	3,727	3,727	1,542
10-43-240	Office Supplies	7,212	3,152	437	3,057
10-43-275	State Surcharge	100,150	108,368	104,977	105,117

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
10-43-280	Telephone	275	319	300	309
10-43-300	Public Defender Fees	13,000	15,898	12,400	15,421
10-43-305	Wasatch Constable Contract	14,931	22,556	14,374	21,879
10-43-310	Professional & Technical	1,854	1,573	2,518	3,599
10-43-329	Computer Repairs	.00	265	.00	257
10-43-330	Witness Fees	.00	1,100	.00	1,067
10-43-700	Small Equipment	188	319	.00	309
10-43-750	Capital Outlay	7,126	.00	.00	.00
	Total Court Department:	417,449	475,237	440,773	483,344
ADMINISTRATION					
10-44-110	Salaries and Wages	699,210	811,448	805,717	851,791
10-44-112	Overtime	.00	.00	144	5,000
10-44-130	Employee Benefits	258,372	309,409	307,169	301,667
10-44-210	Books, Subscriptions & Member	3,793	4,239	4,215	4,112
10-44-230	Travel & Training	15,768	19,608	14,548	19,020
10-44-240	Office Supplies & Miscell	4,193	6,890	2,813	6,683
10-44-247	Car Allowance	6,237	6,804	6,804	6,600
10-44-248	Vehicle Maintenance	246	530	69	514
10-44-280	Telephone	4,706	5,279	5,181	5,121
10-44-300	Gas	150-	796	370	772
10-44-310	Professional & Technical	15,992	23,500	16,490	22,795
10-44-329	Computer Repairs	.00	265	.00	257
10-44-600	Service Charges	53,473	59,514	60,793	63,202
10-44-650	Lease Payments	.00	3,200	.00	3,104
10-44-700	Small Equipment	879	2,610	224	2,532
10-44-750	Capital Outlay	3,769	8,764	8,764	.00
	Total ADMINISTRATION:	1,066,488	1,262,856	1,233,300	1,293,170
NON-DEPARTMENTAL					
10-49-130	Retirement Benefits	62,192	86,306	80,634	66,906
	Budget notes:				
	~2025 * Jeff Barfuss - $9,826				
	* David Labbe - $29,653				
	* Dwight Ruth - $27,428				
10-49-220	Public Notices	2,309	3,000	2,501	2,910
10-49-250	Unemployment	5,728	620	488	2,056
10-49-255	Ogden Weber Chamber Fees	3,000	3,180	3,000	3,085
10-49-260	Workers Compensation	84,721	98,221	78,780	95,274
10-49-290	City Postage	10,000	50,000	33,557	48,500
	Budget notes:				
	~2025 * Data Center - utility billing & postage - 1st year estimate				
10-49-291	Newsletter Printing	8,112	8,585	8,670	8,327
10-49-310	Auditors	13,250	16,373	13,340	20,940
	Budget notes:				
	~2025 * New contract = $17,000 - 3% increase for future years				
	* $2,500 if a single audit is needed				
	* TCS - actuarial services = $1,440				
10-49-320	Professional & Technical	67,941	104,036	63,055	106,502
	Budget notes:				
	~2025 * TecServe = Qualtrics = Zions Public Finance = Lewis Young = Tech Net = CivicPlus				
10-49-321	I/T Supplies	114	3,180	300	3,085
10-49-322	Computer Contracts	76,891	74,612	67,694	72,374
	Budget notes:				
	~2025 * Caselle = Ramsys Storage = Zoho = Virtual Grafitti = CDW-G				

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
	* Archive Social = Revize = Mellennial Vision In				
10-49-323	City-wide Telephone	9,741	11,220	12,817	9,428
10-49-324	City-wide Internet	6,677	6,741	3,935	6,539
10-49-329	Server Repairs	.00	11,472	1,218	.00
10-49-400	Unreserved	.00	76,376	.00	77,600
10-49-430	Sales Tax Admin Fee	36,409	37,567	21,701	36,440
10-49-450	Homeless Shelter State Fee	43,138	45,469	31,802	66,585
10-49-500	City Safety/Wellness Program	3,689	6,500	3,182	6,305
10-49-510	Insurance	186,077	196,075	97,785	206,075
10-49-515	City Donations	4,100	72,455	71,955	4,600
	Budget notes:				
	~2025 * BCTC = $3,600				
	* Bonneville High PTA - $1,000				
10-49-520	Employee Assistance Plan	4,080	4,080	3,400	3,958
10-49-596	Holiday Dinner	5,525	5,830	5,414	5,655
10-49-597	Employee Recognition Prog	7,568	8,500	8,312	8,245
10-49-598	OFFH	4,022	6,516	6,327	6,321
10-49-599	Easter Egg Hunt	2,750	3,180	2,630	3,085
10-49-600	Community Programs	7,014	6,407	4,698	6,215
10-49-601	Community Brand	2,000	4,428	4,428	.00
10-49-605	Continuing Education	4,180	7,000	3,851	6,790
10-49-610	Government Immunity	2,975	6,000	.00	5,820
10-49-700	Small Equipment	.00	4,120	4,064	2,056
10-49-750	Capital Outlay	62,424	41,352	9,926	52,739
	Budget notes:				
	~2025 * cameras at Friendship, Glasmann & Nature Park				
	Total NON-DEPARTMENTAL:	726,626	1,009,401	649,463	944,415
ELECTIONS					
10-50-240	Supplies	.00	19,276	9,974	.00
	Total ELECTIONS:	.00	19,276	9,974	.00
BUILDING AND GROUNDS					
10-51-263	Fire Station #82 Utilities	9,884	8,479	9,924	8,225
10-51-264	Station #82 Maintenance	7,422	19,970	20,594	2,056
10-51-265	Cleaning Contract	18,555	22,350	18,983	21,680
10-51-266	Elevator Maintenance	7,087	12,454	7,345	12,080
10-51-270	New City Hall Maintenance	99,632	88,796	58,998	66,132
10-51-275	New City Hall Utilities	114,345	122,235	123,151	118,568
10-51-280	City Building Upgrades	.00	196,000	.00	196,000
	Budget notes:				
	~2025 * City Hall upgrades				
	* carpet = $22,500				
	* painting = $21,000				
	* landscaping = $92,000				
	* St. #81 concrete = $60,500				
10-51-750	Capital Outlay	61,743	98,607	98,603	60,081
	Budget notes:				
	~2025 * school district pymt #8				
	* Club Heights = $29,015				
	* Marlon Hills = $31,067				
	Total BUILDING AND GROUNDS:	318,668	568,891	337,598	484,822

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
PLANNING & ZONING					
10-52-120	Commission Allowance	4,775	6,300	4,175	6,111
10-52-210	Books, Subscrip, Memberships	15	265	78	257
10-52-230	Travel & Training	89	530	.00	514
10-52-310	Professional & Technical Servi	118,997	122,500	112,966	132,548
Budget notes:					
~2025 * full-time planner = $120,547 @ $37.32/hr					
* $12,000 for transition					
10-52-330	General Plan Revision	41,463	4,200	.00	.00
Total PLANNING & ZONING:		165,338	133,795	117,219	139,430
POLICE SERVICES					
10-55-110	Full time wages - Police	2,098,366	2,304,708	2,285,880	2,380,519
Budget notes:					
~2025 * Current staffing : 19 FTE's plus 3 management					
* Requested :					
* full-time code enforcement/zoning officer - approx cost = $102,900 @ $30/hr without vehicle					
* move Toni Painter from part-time to full-time - approx cost = $45,500					
* 2 new full-time officers - approx cost = $233,600 plus vehicles & equipment approx cost = $170,000					
10-55-111	Part time wages - Police	26,182	31,111	23,762	33,101
10-55-112	Overtime wages - Police	53,074	65,074	67,139	48,168
10-55-115	Animal Control Wages	56,408	61,999	51,675	77,588
10-55-116	Crossing Guards	12,865	15,013	15,012	29,895
Budget notes:					
~2025 * Built Crossing Guard increases to $20.00 per hour into the Current year					
10-55-130	Benefits - Police	1,209,228	1,305,744	1,289,209	1,316,251
10-55-131	WTC - A/C Contract	79,563	73,081	76,612	60,726
Budget notes:					
~2025 * Sarah Hayes - designated WTC a/c office @80% - formula no longer used					
10-55-132	Liquor Funds Expenditures	22,586	23,860	23,860	25,988
10-55-150	Death Benefit Ins. - Police	311	400	321	388
10-55-151	Mental Health Services	7,838	26,853	29,723	30,000
10-55-210	Mbrshps, Bks & Sub - Police	7,135	7,253	7,050	7,035
10-55-230	Travel & Training - Police	15,726	15,519	12,779	18,933
10-55-240	Office Supplies - Police	3,959	6,359	4,182	6,168
10-55-245	Clothing Contract - Police	10,756	11,050	10,771	12,659
10-55-246	Special Dept Supplies - Police	9,471	12,100	7,971	11,737
10-55-247	Animal Control Costs	61,325	60,938	47,014	59,110
10-55-248	Vehicle Maintenance - Police	42,006	42,137	31,719	19,533
10-55-250	Equipment Maintenance - Police	.00	2,120	.00	2,056
10-55-280	Telephone/Internet - Police	23,060	23,847	21,223	23,132
10-55-300	Gas	85,374	88,215	63,720	87,791
10-55-310	Professional & Tech - Police	22,225	29,862	28,307	28,966
10-55-323	MDT/Radio Repairs	2,135	869	666	3,171
10-55-329	Computer Repairs - Police	20	1,484	799	1,439
10-55-350	Crime Scene Investigations	37,935	43,560	43,560	46,004
10-55-400	Weber/Morgan Strike Force	17,488	18,172	17,541	17,678
10-55-450	K-9	396	2,120	42	2,056
10-55-470	Community Education/Programs	199	600	.00	582
10-55-649	Lease Interest/Taxes	6,099	.00	6,472	.00
10-55-650	Lease Payments - Police	225,005	83,940	275,894	67,056
Budget notes:					
~2025 * Axon tasers - $18,000 final pymt					
* Axon body cams - $17,334 pymt 2/5					

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
	* Axon car cams - $31,722 pymt 2/5				
10-55-700	Small Equipment - Police	26,766	165,951	156,811	8,473
10-55-750	Capital Outlay - Police	72,773	1,257,700	905,472	.00
	Budget notes:				
	~2025 For FY 2026 Police need to replace vehicles and in-car cameras estimated @ 1.1 M				
	Total POLICE SERVICES:	4,236,274	5,781,639	5,505,187	4,426,203
FIRE PROTECTION					
10-57-110	Salaries & Wages	1,418,793	1,657,393	1,603,487	1,723,506
	Budget notes:				
	~2025 * Current staffing 20 FTE's plus 2 mgmt				
10-57-111	Part Time Wages	167,783	219,403	188,371	205,254
10-57-112	Overtime	232,567	274,904	268,385	126,433
	Budget notes:				
	~2025 * ((20 x 5 x 30) + 300) x $42.57 x 90% = $126,433				
10-57-130	Employee Benefits	665,734	747,816	771,397	727,718
10-57-210	Memberships, Books & Subscrptn	2,846	3,596	3,595	2,842
10-57-230	Travel & Training	13,361	10,743	9,820	13,230
10-57-240	Office Supplies & Expense	1,590	1,916	911	2,056
10-57-245	Clothing Contract	36,150	21,187	21,165	23,646
10-57-246	Special Department Supplies	11,966	15,082	14,608	16,706
10-57-250	Vehicle Maintenance	76,826	67,625	67,365	38,800
10-57-255	Other Equipment Maintenance	8,123	10,956	11,547	9,959
10-57-280	Telephone/Internet	11,147	10,621	10,621	9,550
10-57-300	Gas	30,801	30,930	23,188	30,002
10-57-310	Professional & Technical	11,650	12,158	9,617	12,546
10-57-330	Fire Prevention/ Community Edu	3,126	2,067	2,067	1,542
10-57-400	Emergency Management Planning	5,314	2,918	2,592	2,191
10-57-649	Lease Interest/Taxes	12,935	7,695	2,765	7,464
	Budget notes:				
	~2025 * pumpulance pymt #7 = $3,901				
	* water fund = $2,167				
	* sewer fund = $1,734				
10-57-650	Lease Payments	53,980	141,590	58,902	137,342
	Budget notes:				
	~2025 * pumpulance pymt #7 = $139,453				
	* water fund = $77,474				
	* sewer fund = $61,979				
10-57-690	PPE - Personal Protection Equp	.00	30,540	30,539	25,220
10-57-700	Small Equipment	10,479	89,956	89,955	16,820
	Budget notes:				
	~2025 Ladders $7,520				
	Refridgerator $1,250				
	Beds $3,200				
10-57-750	Capital Outlay	105,706	359,402	288,388	1,995,467
	Budget notes:				
	~2025 * new fire truck will be FY 2026 = $1,924,453 provided by ARPA monies				
	Total FIRE PROTECTION:	2,880,875	3,718,498	3,479,286	5,057,280
INSPECTION SERVICES					
10-58-110	Salaries and Wages	93,894	102,996	100,634	108,462
10-58-130	Employee Benefits	45,865	49,564	50,514	49,306
10-58-210	Books, Subscrip. & Memberships	2,073	689	64	668
10-58-230	Travel & Training	1,963	2,270	134	2,202

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
10-58-240	SUPPLIES	317	530	.00	514
10-58-245	Clothing Allowance	588	319	366	309
10-58-248	Vehicle Maintenance	50	530	104	514
10-58-280	CELLULAR PHONE	550	600	600	582
10-58-300	Gas	1,408	2,202	1,240	2,136
10-58-315	PROFESSIONAL & TECHNICAL	27,082	44,006	43,834	23,286
10-58-649	Lease Interest/Taxes	59	.00	2,439	.00
10-58-650	Lease Payments	6,507	6,000	24,492	.00
10-58-700	Small Equipment	.00	.00	10	.00
10-58-750	CAPITAL OUTLAY	2,086	150,000	126,494	.00
Total INSPECTION SERVICES:		182,443	359,706	350,925	187,979
STREETS					
10-60-110	Salaries and Wages	266,252	309,599	307,060	326,229
Budget notes:					
~2025 * 3 1/4 approved FTE's					
10-60-112	Overtime	1,956	6,195	8,615	6,381
10-60-130	Employee Benefits	98,860	124,855	131,116	125,373
10-60-210	Books, Subscrip. Memberships	1,296	1,590	886	1,542
10-60-230	Travel & Training	2,087	5,000	6,334	4,850
10-60-240	Office Supplies & Expense	901	1,060	975	1,028
10-60-245	Clothing/Uniform/Equip. Allow.	1,721	3,000	1,997	2,910
10-60-248	Vehicle Maintenance	27,560	33,497	34,601	25,702
10-60-260	Building & Grounds Maintenance	5,962	10,599	3,709	10,281
10-60-270	Utilities	47,752	46,000	44,665	44,620
10-60-280	Telephone	2,923	4,190	2,698	4,064
10-60-300	Gas	31,404	30,028	25,209	22,337
10-60-310	Professional	16,931	36,624	29,807	16,125
10-60-325	GIS - Service & Equipment	.00	6,000	.00	5,820
10-60-329	Computer Repairs	.00	530	330	514
10-60-400	Class C Maintenance	161,289	165,000	124,313	140,000
10-60-480	Special Department Supplies	14,646	23,317	14,980	22,617
10-60-600	Siemens Streetlight Lease	11,844	.00	.00	.00
10-60-649	Lease Interest/Taxes	17,185	.00	7,060	.00
10-60-650	Lease Payments	494,326	20,000	152,103	.00
10-60-700	Small Equipment	1,646	7,419	292	7,196
10-60-725	Sidewalk Replacements	7,916	50,000	38,966	48,500
10-60-730	Street Light Maintenance	9,390	31,784	29,761	25,980
10-60-750	Capital Outlay	127,721	757,600	604,196	.00
Total STREETS:		1,351,567	1,673,887	1,569,674	842,069
PARKS					
10-70-110	Salaries and Wages	320,465	376,541	365,787	397,226
Budget notes:					
~2025 * 7 approved FTE's					
10-70-112	Overtime	7,306	6,145	6,876	6,330
10-70-120	Temporary - Parks	8,164	7,884	9,353	8,121
10-70-130	Employee Benefits	189,893	217,062	219,181	215,103
10-70-210	Books, Subscriptions & Mbrshps	770	1,272	732	1,234
10-70-230	Travel & Training	3,940	6,100	3,312	5,917
10-70-240	Special Dept. Supplies - Parks	40,804	49,000	32,491	62,530
10-70-244	Office Supplies Expense	20	1,060	97	1,028
10-70-245	Clothing/Uniform/Equip. Allow.	3,364	5,500	3,633	5,335
10-70-248	Vehicle Maintenance	12,006	27,718	26,457	12,336

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
10-70-260	Building Maintenance	2,669	14,000	934	13,580
10-70-270	Utilities	71,473	67,226	74,170	65,209
10-70-275	Off Leash Dog Area	1,138	2,300	.00	2,231
10-70-280	Telephone/Internet	5,894	8,759	6,853	8,496
10-70-300	Gas	15,423	17,118	11,601	16,604
10-70-310	Proffesional & Technical	17,617	15,159	16,352	11,309
10-70-320	Urban Forestry Commssion	189	3,450	3,419	1,500
10-70-450	RAMP Grant Projects	.00	17,541	.00	17,716
10-70-550	Burch Creek Park Constr	1,020	.00	.00	.00
10-70-551	Club Heights lights (AT&T)	193,287	.00	.00	.00
10-70-552	Constrctn Mgmt - Club Heights	1,381	.00	.00	.00
10-70-553	Club Heights Park Constr	138,307	.00	.00	.00
10-70-600	Secondary Water Fees	31,819	33,648	33,889	32,639
10-70-649	Lease Interest/Taxes	6,837	.00	2,035	.00
10-70-650	Lease Payments	183,024	7,000	67,680	.00
10-70-700	Small Equipment	2,006	28,299	349	29,000
Budget notes:					
	~2025 * carry-over from FY 2022 - $23,000 for park signage				
	* $6,000 for 2 new snow blowers				
10-70-750	Capital Outlay- Parks	107,055	852,716	769,896	197,055
Budget notes:					
	~2025 * 3% from the utility franchise fee				
Total PARKS:		1,365,872	1,765,498	1,655,095	1,110,499
RECREATION					
10-71-110	Salaries & Wages	106,645	132,350	139,830	140,943
Budget notes:					
	~2025 * 1 approved full-time FTE & 2 part-time permanent				
10-71-125	Temporary - Recreation	88,960	83,236	80,483	39,383
10-71-130	Employee Benefits	48,746	49,544	56,493	49,609
10-71-210	Books, Subscriptions & Mbrshps	475	1,605	5,505	1,067
10-71-225	Concession Expenses	.00	.00	509	.00
10-71-230	Travel & Training	2,070	2,120	2,304	2,056
10-71-240	Office Supplies Expense	299	1,272	442	1,234
10-71-241	Comp League Expenses	18,663	27,508	20,899	7,089
10-71-242	Special Dept. Supplies	2,769	11,039	10,997	9,253
10-71-248	Vehicle Maintenance	30	1,060	35	1,028
10-71-250	Gym Facility Utilities/Opertns	10,897	6,783	99	6,580
10-71-280	Telephone/Internet	1,086	2,000	952	1,940
10-71-300	Gas	470-	1,060	125	1,028
10-71-310	Professional & Technical	8,299	9,539	6,735	9,253
10-71-329	Computer Repairs	.00	530	.00	514
10-71-350	Officials Fees	26,334	40,160	36,790	29,255
10-71-649	Lease Interest/Taxes	529	.00	426	.00
10-71-650	Lease Payments	7,034	.00	7,137	.00
10-71-700	Small Equipment	349	2,650	.00	2,571
Total RECREATION:		322,715	372,456	369,762	302,803
TRANSFERS					
10-80-080	Unreserved - Fund Balance	.00	131,255	.00	1,376,091
10-80-160	Reserve for Fund Balance	.00	176,054	.00	466,478
Budget notes:					
	~2025 * General Fund lease pymt to Zions for the following = $176,054				
	* FY 2021 lease - 5th pymt = $68,247				

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
	* FY 2022 lease - 3rd pymt = $109,580				
	* FY 2024 lease - 2nd pymt = $288,650 - most of this is general fund				
10-80-170	Transfer Prop 1 to CPF	444,360	455,073	227,532	453,356
10-80-190	Trans Utility F/F to CPF	192,100	17,183	17,182	.00
10-80-230	Trans to Capital Improv Fund	.00	.00	.00	1,500,000
	Budget notes:				
	~2025 * to fund the skate park project				
	* $650,000 from RAMP				
	* $200,000 from Outdoor Recreation				
	* $111,059 from residual ARPA				
	* 538,941 from General Fund				
10-80-235	Trans to CPF - Class 'C'	592,423	651,075	325,538	663,663
	Budget notes:				
	~2025 * $803,663 - $140,000 (10-60-400) = $663,663				
10-80-250	Transfer to Debt Service Fund	1,047,707	1,050,707	525,359	861,707
	Budget notes:				
	~2025 * Series 2019 Bonds = expire in 2039				
	* principal = $630,000				
	* interest = $231,707				
10-80-275	Trnfr to South Ogden Days Fund	68,000	65,000	36,000	50,000
10-80-330	Transfer CDRA Sales Tax	11,026	11,000	5,640	12,000
	Total TRANSFERS:	2,355,616	2,557,347	1,137,251	5,383,295
	Total Expenditure:	15,622,616	19,988,287	17,077,888	20,944,543
	GENERAL FUND Revenue Total:	16,816,000	19,988,287	14,452,100	20,944,543
	GENERAL FUND Expenditure Total:	15,622,616	19,988,287	17,077,888	20,944,543
	Net Total GENERAL FUND:	1,193,384	.00	2,625,788-	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
South Ogden Days Fund					
Revenue					
12-30-200	Sponsor Donations	27,750	41,000	24,000	.00
12-30-225	Vendor Booth Rentals	2,350	5,100	3,825	.00
12-30-260	Pickleball Registration Fees	910	900	30-	.00
12-30-325	Miscellaneous Sales & Fees	15	.00	15	.00
12-30-400	Transfer in from General Fund	68,000	65,000	36,000	50,000
Total Revenue:		99,025	112,000	63,810	50,000
Source: 39					
12-39-800	Appropriation of Fund Balance	.00	30,000	.00	.00
Total Source: 39:		.00	30,000	.00	.00
Total Revenue:		99,025	142,000	63,810	50,000
Expenditures					
12-40-112	S/O Days Overtime	14,449	20,000	.00	.00
12-40-300	Entertainment	13,721	45,000	23,172	.00
12-40-325	Fireworks	10,000	10,000	.00	.00
12-40-350	Printing & Banners	1,785	5,000	1,944	.00
12-40-375	Equipment Rentals	31,250	25,000	9,600	.00
12-40-400	T-shirt Printing	2,498	3,000	2,834	.00
12-40-410	Awards	1,715	2,000	750	.00
12-40-475	Miscellaneous Expenses	9,433	32,000	10,911	50,000
Total Expenditures:		84,851	142,000	49,211	50,000
Total Expenditure:		84,851	142,000	49,211	50,000
South Ogden Days Fund Revenue Total:		99,025	142,000	63,810	50,000
South Ogden Days Fund Expenditure Total:		84,851	142,000	49,211	50,000
Net Total South Ogden Days Fund:		14,174	.00	14,599	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
DEBT SERVICE FUND					
REVENUE					
31-30-100	Transfer in - Park Imapct Fees	850,000	350,000	.00	.00
31-30-300	Transfer From General Fund	1,047,707	1,050,707	525,359	861,707
31-30-455	Interest Earned - Trustee Acct	1,959	250	2,424	250
31-30-800	Appropriated Fund Balance	.00	1,250	.00	1,250
Total REVENUE:		1,899,666	1,402,207	527,783	863,207
Total Revenue:		1,899,666	1,402,207	527,783	863,207
EXPENDITURES					
31-40-100	Administrative & Professional	1,500	1,500	1,500	1,500
31-40-150	Bond Payment - Principal	740,000	780,000	780,000	630,000
31-40-200	Interest on Bond	307,706	270,707	270,706	231,707
31-40-980	Retained Earnings	.00	350,000	.00	.00
Total EXPENDITURES:		1,049,206	1,402,207	1,052,206	863,207
Total Expenditure:		1,049,206	1,402,207	1,052,206	863,207
DEBT SERVICE FUND Revenue Total:		1,899,666	1,402,207	527,783	863,207
DEBT SERVICE FUND Expenditure Total:		1,049,206	1,402,207	1,052,206	863,207
Net Total DEBT SERVICE FUND:		850,460	.00	524,423-	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
CAPITAL IMPROVEMENTS					
REVENUE					
40-30-100	WACOG/CDBG Grants	229,940	487,816	426,108	.00
40-30-110	Traffic Impact Fees	153,157	47,000	56,071	12,000
40-30-120	Park Impact Fees	219,200	400,000	12,330	24,000
40-30-200	Interest	101,155	17,000	87,703	40,000
40-30-205	Interest Earned - Traffic I/F	5,269	3,000	7,471	1,000
40-30-210	Interest Earned - Park I/Fees	6,413	4,000	1,105	2,000
40-30-300	Transfer In G/F - Prop 1	444,360	455,073	227,532	453,356
40-30-400	Transfer In From General Fund	.00	.00	.00	1,500,000
40-30-450	Trans From G/F- Class 'C' Rev	592,423	651,075	325,538	663,663
40-30-500	Transfer in Util F/F - G/F	192,100	17,183	17,182	.00
40-30-600	Transfer in RIF	602,821	569,360	203,616	602,821
40-30-798	Appropriate Parks I/F F/B	.00	350,000	.00	.00
40-30-800	Appropriate Fund Balance	.00	30,250	.00	2,086,723
40-30-805	Appropriate F/B - Class 'c'	.00	2,120,500	.00	.00
	Total REVENUE:	2,546,839	5,152,257	1,364,655	5,385,563
	Total Revenue:	2,546,839	5,152,257	1,364,655	5,385,563
EXPENDITURES					
40-40-121	FY 2024 Road Projects	.00	3,718,411	2,108,092	.00
40-40-122	40th St & Chimes View Dr.	347,924	599,596	485,437	.00
40-40-124	FY 2023 Road/Sidewalk Projects	1,328,599	.00	.00	.00
40-40-127	FY 2025 Road Projects	.00	.00	.00	1,759,840
	Budget notes:				
	~2025 * Class 'c' monies = $663,663				
	* Prop 1 monies = $453,356				
	* RIF monies = $602,821				
	* Interest earnings = $40,000				
40-40-130	Burch Creek Sport Fields	.00	.00	2,157	.00
40-40-475	Skatepark Seed Money	6,552	30,250	1,898	1,500,000
	Budget notes:				
	~2025 * Spohn = $1,394,254				
	* Other - engineering & const mgmt = $105,746				
40-40-480	Transfer to General Fund	.00	.00	.00	2,086,723
40-40-500	Transfer to DSF - Park Imp/Fee	850,000	350,000	.00	.00
40-40-550	Park Impact Fee Projects	.00	404,000	.00	26,000
40-40-700	Traffic Impact Fee Projects	.00	50,000	.00	13,000
	Total EXPENDITURES:	2,533,076	5,152,257	2,597,584	5,385,563
	Total Expenditure:	2,533,076	5,152,257	2,597,584	5,385,563
	CAPITAL IMPROVEMENTS Revenue Total:	2,546,839	5,152,257	1,364,655	5,385,563
	CAPITAL IMPROVEMENTS Expenditure Total:	2,533,076	5,152,257	2,597,584	5,385,563
	Net Total CAPITAL IMPROVEMENTS:	13,764	.00	1,232,928-	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
WATER FUND					
REVENUE					
51-30-100	Interest	101,845	32,000	61,292	15,000
51-30-105	Interest Earned I/Fees	6,319	2,500	5,314	1,000
51-30-150	Hydrant Rentals	700	800	.00	700
51-30-200	Water Sales	1,948,461	1,988,848	2,186,330	1,988,848
51-30-210	Connection Fees Water	13,385	4,500	1,080	2,000
51-30-220	Water Impact Fees	39,828	42,000	117,618	10,000
51-30-225	Late Fees	25,215	22,500	25,720	22,500
51-30-800	Lease Financing	.00	.00	88,919	.00
51-30-850	Sale of Fixed Assets	10,395	.00	52,000	.00
51-30-860	Transfer In - City Center CRA	.00	166,064	.00	.00
51-30-875	Transfer in from Storm Drain	.00	8,521	.00	8,521
51-30-890	Appropriation of Fund Balance	.00	2,933,515	.00	4,277,486
51-30-925	Misc. Revenue	935	82,915	14,933	87,074
Budget notes:					
~2025 * Pumpulance pymt #7 = $77,474					
* WTC Wheeling Agreement = $9,600					
Total REVENUE:		2,147,083	5,284,163	2,553,206	6,413,129
Total Revenue:		2,147,083	5,284,163	2,553,206	6,413,129
EXPENDITURES					
51-40-110	Salaries and Wages	261,236	278,538	247,723	291,524
Budget notes:					
~2025 * 4 1/4 approved FTE's					
51-40-112	Overtime	20,002	14,748	10,415	15,191
51-40-130	Employee Benefits	117,912	141,526	136,999	143,319
51-40-140	Franchise Fee	112,637	59,666	26,975	59,666
51-40-210	Books, Subscript. & Membership	5,234	9,180	10,689	8,905
51-40-230	Travel & Training	4,495	10,479	3,323	10,165
51-40-240	Office Supplies	1,475	2,650	206	571
51-40-245	Clothing/Uniform/Equip. Allow.	2,805	5,088	1,811	4,936
51-40-248	Vehicle Maintenance	10,092	10,599	17,861	10,282
51-40-270	Utilities	.00	.00	18	.00
51-40-280	Telephone	6,669	6,259	2,956	6,072
51-40-290	Building Maintenance	1,188	7,950	.00	7,712
51-40-300	Gas	13,493	12,030	10,092	11,670
51-40-310	Professional & Technical Servi	24,029	17,317	23,175	16,798
51-40-311	Bad Debts Expense	571	.00	.00	.00
51-40-320	Blue Stake Service	2,899	2,120	3,429	3,557
51-40-325	GIS - Service & Equipment	.00	6,000	7,744	5,820
51-40-329	Computer Repairs	.00	530	220	515
51-40-330	Valve Repair	22,589	35,000	18,702	33,950
51-40-400	PRV Maintenance	2,448	20,000	3,127	19,400
51-40-480	Special Department Supplies	38,206	42,395	36,733	41,124
51-40-490	Water Sample Testing	8,586	13,479	8,086	13,075
51-40-550	Weber Basin Exchange Water	181,646	336,725	188,334	336,725
51-40-560	Power and Pumping	5,745	10,000	6,090	9,700
51-40-610	h2o Tank Inspection/Maint	.00	10,000	2,400	9,700
51-40-649	Lease Interest/Taxes	4,662	3,822	3,232	2,788
51-40-650	Lease Payments	676	56,797	82,265	57,830
51-40-667	Radio Read Maintenance	24,342	44,000	35,865	50,000

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
51-40-680	Charge for Services - G/F	270,256	270,256	179,952	359,912
51-40-709	Ben Lomond & Sunset	.00	1,120,000	225,164	985,033
51-40-710	40th & Chimes - FY 2023	.00	963,240	118,274	907,390
51-40-711	Brier Point Loop	.00	1,120,000	613,658	506,400
51-40-712	38th Grant & Kiesel Loop	.00	346,610	669,455	.00
51-40-713	Porter (42 to 44 Adam to Jeff)	.00	.00	.00	601,000
51-40-714	44th to 46th PRV	.00	.00	.00	591,560
51-40-716	Radio Antennas - Water Mtrs	.00	.00	.00	115,000
51-40-749	Small Equipment	664	8,108	6,291	7,865
51-40-750	Capital Outlay	.00	.00	140,919	.00
51-40-770	Water Impact Fee Projects	47	44,500	.00	11,000
51-40-790	Transfer to General Fund	60,551	60,551	62,974	62,974
51-40-970	Depreciation	302,603	194,000	112,229	194,000
51-40-980	Contingency	31,000	.00	31,095	.00
	Total EXPENDITURES:	1,538,757	5,284,163	3,048,479	5,513,129
	Total Expenditure:	1,538,757	5,284,163	3,048,479	5,513,129
	WATER FUND Revenue Total:	2,147,083	5,284,163	2,553,206	6,413,129
	WATER FUND Expenditure Total:	1,538,757	5,284,163	3,048,479	5,513,129
	Net Total WATER FUND:	608,326	.00	495,274-	900,000

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
SANITARY SEWER					
REVENUE					
52-30-100	Interest Earned	88,190	30,000	57,662	17,000
52-30-200	Sewer Sales	2,249,417	2,307,973	2,307,790	2,307,973
52-30-250	Connection Fees Sewer	7,400	2,000	400	1,000
52-30-880	Transfer In - City Center CRA	.00	112,548	.00	.00
52-30-890	Appropriation of Fund Balance	.00	578,544	.00	633,427
52-30-925	Misc. Revenue	6,000	66,652	6,000	69,979
Budget notes:					
~2025 * Pumpulance pymt #7 = $61,979					
* Uintah Highlands = $8,000					
Total REVENUE:		2,351,007	3,097,717	2,371,851	3,029,379
Total Revenue:		2,351,007	3,097,717	2,371,851	3,029,379
EXPENDITURES					
52-40-110	Salaries and Wages	242,543	279,932	270,729	295,913
Budget notes:					
~2025 * 4 1/4 approved FTE's					
52-40-112	Overtime	13,072	15,363	14,769	15,824
52-40-130	Employee Benefits	101,938	147,990	152,179	141,522
52-40-140	Franchise Fee	134,222	69,240	27,916	69,240
52-40-210	Memberships	1,025	742	709	720
52-40-230	Travelinlg & Training	4,997	7,299	6,711	7,081
52-40-240	Office Supplies	782	4,239	97	1,612
52-40-245	Clothing/Uniform/Equip. Allow.	2,753	5,088	2,920	4,936
52-40-248	Vehicle Maintenance	2,971	5,299	4,478	5,141
52-40-280	Telephone	1,727	5,679	2,629	5,509
52-40-290	Building Maintenance	1,188	5,299	.00	5,141
52-40-300	Gas	2,612	4,398	3,187	4,267
52-40-310	Professional & Technical	10,607	10,599	2,756	10,282
52-40-311	Bad Debts Expense	670	.00	.00	.00
52-40-315	Sewer Lines Cleaning Service	54,210	50,000	44,692	53,500
52-40-320	Blue Stake Service	.00	848	.00	2,823
52-40-325	GIS - Service & Equipment	.00	6,000	1,322	5,820
52-40-400	Transfer to General Fund	11,595	11,595	12,059	12,059
52-40-480	Maintenance Supplies	6,475	16,004	3,373	15,524
52-40-550	Central Weber Sewer Pre-Trea	13,249	13,249	13,774	23,272
52-40-610	Central Weber Sewer Fees	1,171,792	1,265,536	1,214,132	1,214,856
Budget notes:					
~2025 * $303,714 x 4 pymts					
52-40-650	Manhole Replacement	4,570	45,200	.00	43,844
52-40-665	Video & Fix Trouble Spots	13,831	25,000	6,595	25,000
52-40-680	Charge for Services - G/F	261,388	261,388	122,382	244,764
52-40-700	Small Equipment	1,074	5,299	.00	5,141
52-40-704	Lining 40th to Country Club	.00	246,731	.00	246,731
52-40-705	Replace 700 E/H Guy Child	.00	461,700	25,815	440,857
52-40-750	Capital Outlay	300-	.00	.00	.00
52-40-970	Depreciation	89,883	128,000	55,697	128,000
Total EXPENDITURES:		2,148,875	3,097,717	1,988,919	3,029,379

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
	Total Expenditure:	2,148,875	3,097,717	1,988,919	3,029,379
	SANITARY SEWER Revenue Total:	2,351,007	3,097,717	2,371,851	3,029,379
	SANITARY SEWER Expenditure Total:	2,148,875	3,097,717	1,988,919	3,029,379
	Net Total SANITARY SEWER:	202,132	.00	382,933	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
STORM DRAIN FUND					
REVENUE					
53-30-100	Interest	63,578	20,500	48,665	17,500
53-30-105	Interest Earned I/Fees	5,889	2,200	9,365	3,000
53-30-200	Storm Drain Revenue	1,266,894	1,258,675	1,309,180	1,258,675
53-30-220	Storm Drain Impact Fees	213,599	70,000	164,117	10,000
53-30-880	Transfer In - City Center CRA	.00	122,848	.00	.00
53-30-890	Appropriation of Fund Balance	.00	791,114	.00	1,731,664
53-30-925	Misc. Revenue	48	.00	.00	.00
Total REVENUE:		1,550,008	2,265,337	1,531,327	3,020,839
Total Revenue:		1,550,008	2,265,337	1,531,327	3,020,839
EXPENDITURES					
53-40-110	Salaries and Wages	288,325	340,890	336,069	357,844
Budget notes:					
~2025 * 5 1/4 approved FTE's					
53-40-112	Overtime	14,726	13,519	18,425	13,925
53-40-130	Employee Benefits	104,579	150,692	155,142	142,456
53-40-140	Franchise Fee	74,506	37,761	15,674	37,761
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIP	5,434	6,000	3,759	5,820
53-40-230	Travel & Training	6,997	7,830	2,864	7,596
53-40-240	Office Supplies	605	1,590	107	543
53-40-245	Clothing/Uniform/Equip. Allow.	2,720	6,359	2,335	6,169
53-40-248	Vehicle Maintenance	8,684	6,359	8,539	6,169
53-40-280	Telephone	1,133	3,610	2,866	3,502
53-40-290	Building Maintence	1,188	8,479	.00	8,225
53-40-300	Gas	9,004	6,228	6,249	6,042
53-40-310	Prof & Tech Services	6,065	26,043	4,271	25,262
53-40-311	Bad Debts Expense	255-	.00	.00	.00
53-40-320	Blue Stake Serivce	.00	742	.00	720
53-40-325	GIS - Service & Equipment	.00	6,000	4,224	5,820
53-40-400	System Maintenance Program	35,756	40,000	33,571	38,800
53-40-480	Special Department Supplies	3,694	6,359	5,653	6,169
53-40-649	Lease Interest/Taxes	2,358	1,655	1,333	1,007
53-40-650	Lease Payments	317-	22,011	22,332	22,659
53-40-655	Transfer to Water Fund	.00	8,521	.00	8,521
53-40-660	42ns St - Liberty to Adams	.00	.00	11,430	.00
53-40-670	Transfer to General Fund	16,748	16,748	17,418	17,418
53-40-680	Charge for Services - G/F	202,251	202,251	59,814	119,630
53-40-700	Small Equipment	873	1,590	103	1,543
53-40-701	Burch Creek Hollow Rel-line	.00	90,000	.00	90,000
53-40-702	Replace 42nd St / Lib & Adams	.00	779,100	16,611	768,238
53-40-703	Replace 40th / Wash & Burch Cr	.00	298,800	.00	298,800
53-40-704	42nd Adams to 40th	.00	.00	.00	903,200
53-40-970	Depreciation	127,735	104,000	55,105	104,000
53-40-980	Contingency	.00	.00	20,000	.00
53-40-981	Impact Fee Projects	.00	72,200	.00	13,000
Total EXPENDITURES:		912,809	2,265,337	803,894	3,020,839
Total Expenditure:		912,809	2,265,337	803,894	3,020,839
STORM DRAIN FUND Revenue Total:		1,550,008	2,265,337	1,531,327	3,020,839

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
	STORM DRAIN FUND Expenditure Total:	912,809	2,265,337	803,894	3,020,839
	Net Total STORM DRAIN FUND:	637,199	.00	727,433	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
GARBAGE FUND					
REVENUE					
54-30-100	Interest Earned	8,955	3,500	6,734	3,000
54-30-200	Garbage Fees	805,082	772,526	814,744	772,526
54-30-205	Recycling Fees	242,182	240,383	243,169	240,383
54-30-850	Misc. Rental	1,395	1,000	2,635	800
54-30-890	Appropriate Fund Balance	.00	185,030	.00	136,933
54-30-925	Misc. Revenue	100	.00	100	.00
Total REVENUE:		1,057,715	1,202,439	1,067,382	1,153,642
Total Revenue:		1,057,715	1,202,439	1,067,382	1,153,642
EXPENDITURES					
54-40-140	Franchise Fee	62,836	30,388	13,212	30,388
54-40-230	Traveling & Training	.00	.00	1,350	.00
54-40-240	Office Spplies	591	2,650	.00	571
54-40-248	Vehicle Maintenance	6,700	3,180	6,359	3,081
54-40-280	Telephone	.00	1,590	.00	1,543
54-40-290	Building Maintenance	.00	5,299	.00	5,141
54-40-300	Gas	4,337	2,526	3,203	2,451
54-40-310	Prof & Teach Services	208	1,060	587	1,029
54-40-311	Bad Debts Expense	188-	.00	.00	.00
54-40-420	Republic Services - Contract	519,093	684,800	625,482	625,200
Budget notes:					
~2025 * Republic Services approx. $52,100 per month					
54-40-425	Wasatch Integrated Recycling	10,716	36,981	12,621	35,872
Budget notes:					
~2025 * Wasatch Integrated Recycling - approx. $2,990 per month					
54-40-430	Tipping Fees	257,890	251,761	272,620	273,600
Budget notes:					
~2025 * Weber Transfer Station approx. $22,800 per month					
54-40-440	Additional Cleanups	9,735	7,843	24,229	10,000
54-40-450	Construction Materials Tipping	299	6,359	2,236	6,166
54-40-520	Tree Removal	12,080	15,898	1,940	30,000
54-40-615	Junk Ordinance Enforcement	.00	7,950	.00	7,712
54-40-649	Lease Interest/Taxes	1,496	1,207	1,126	1,124
54-40-650	Lease Payments	1,673-	22,045	22,125	20,355
54-40-680	Charge for Services - G/F	109,902	109,902	44,202	88,409
54-40-970	Depreciation	15,069	11,000	6,009	11,000
Total EXPENDITURES:		1,009,091	1,202,439	1,037,301	1,153,642
Total Expenditure:		1,009,091	1,202,439	1,037,301	1,153,642
GARBAGE FUND Revenue Total:		1,057,715	1,202,439	1,067,382	1,153,642
GARBAGE FUND Expenditure Total:		1,009,091	1,202,439	1,037,301	1,153,642
Net Total GARBAGE FUND:		48,624	.00	30,081	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
ROAD IMPROVEMENT FEE FUND					
REVENUE					
55-30-200	Road Improvement Fees	602,821	569,360	621,993	602,821
	Total REVENUE:	602,821	569,360	621,993	602,821
	Total Revenue:	602,821	569,360	621,993	602,821
EXPENDITURES					
55-40-311	Bad Debt Expense	37-	.00	.00	.00
55-40-550	Transfer RIF to CPF	602,821	569,360	203,616	602,821
	Total EXPENDITURES:	602,784	569,360	203,616	602,821
	Total Expenditure:	602,784	569,360	203,616	602,821
	ROAD IMPROVEMENT FEE FUND Revenue Total:	602,821	569,360	621,993	602,821
	ROAD IMPROVEMENT FEE FUND Expenditure Total:	602,784	569,360	203,616	602,821
	Net Total ROAD IMPROVEMENT FEE FUND:	37	.00	418,377	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
AMBULANCE FUND					
REVENUE					
58-30-100	Interest Earned	75	25	2,339	3,200
58-30-201	Ambulance Fees - S/O - DPS	957,031	960,704	1,014,886	957,031
58-30-210	Miscellaneous Revenue	16,494	.00	8,363	8,500
58-30-850	State/Local Grants	.00	7,000	.00	.00
58-30-890	Appropriate Fund Balance	.00	186,989	.00	.00
58-30-925	Sale of Fixed Assets	.00	.00	250	.00
Total REVENUE:		973,600	1,154,718	1,025,838	968,731
Total Revenue:		973,600	1,154,718	1,025,838	968,731
EXPENDITURES					
58-40-110	Salaries and Wages	157,643	185,517	177,588	191,446
58-40-111	Part Time Wages	18,643	26,541	20,930	27,337
58-40-112	Overtime	26,372	30,548	29,821	14,320
58-40-130	Employee Benefits	67,682	83,555	84,459	81,473
58-40-210	Memberships	2,184	162	.00	536
58-40-230	Travel & Training	.00	3,250	3,150	3,153
58-40-240	Office Supplies	692	401	400	385
58-40-245	Uniform Allowance	2,824	5,195	5,194	5,040
58-40-248	Vehicle Maintenance	16,191	7,636	2,710	9,253
58-40-250	Equipment Maintenance	6,159	3,172	1,714	5,603
58-40-270	GoldCross Billing Fees	52,811	50,927	50,848	48,139
58-40-280	Telephone	38	796	.00	773
58-40-300	Gas	6,340	5,538	4,349	5,372
58-40-310	Professional & Technical	73,374	28,910	28,909	26,178
58-40-311	SecurLyft Fees	14,960	16,320	13,600	15,831
58-40-312	PMA Fees	91,836	106,670	102,674	82,450
58-40-320	State Assessment Fee	.00	51,175	38,172	34,338
58-40-330	EMS Education	1,363	2,199	2,199	1,417
58-40-480	Special Department Supplies	3,600	1,551	905	1,573
58-40-490	Disposable Medical Supplies	27,471	33,926	33,706	27,758
58-40-680	Charge for Services - G/F	70,742	70,742	37,380	74,761
58-40-700	Small Equipment	449	4,371	4,370	4,240
58-40-750	Capital Outlay	.00	407,616	407,615	.00
58-40-970	Depreciation	19,832	28,000	12,690	28,000
58-40-980	Retained Earnings	.00	.00	.00	279,355
Total EXPENDITURES:		661,206	1,154,718	1,063,384	968,731
Total Expenditure:		661,206	1,154,718	1,063,384	968,731
AMBULANCE FUND Revenue Total:		973,600	1,154,718	1,025,838	968,731
AMBULANCE FUND Expenditure Total:		661,206	1,154,718	1,063,384	968,731
Net Total AMBULANCE FUND:		312,394	.00	37,546-	.00

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

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
CRA - Young Mazda Project Area					
REVENUE					
66-30-100	Tax Increment	24,319	32,500	21,149	32,500
66-30-101	Interest	52	10	.00	40
66-30-125	Sales Tax Revenue	25,065	21,200	21,828	23,000
Total REVENUE:		49,436	53,710	42,977	55,540
Total Revenue:		49,436	53,710	42,977	55,540
EXPENDITURES					
66-40-100	Professional & Technical	.00	30,885	.00	30,915
66-40-550	Tax Increment Incentives	25,065	21,200	20,883	23,000
66-40-600	Charge for Services - G/F	1,216	1,625	810	1,625
Total EXPENDITURES:		26,281	53,710	21,693	55,540
Total Expenditure:		26,281	53,710	21,693	55,540
CRA - Young Mazda Project Area Revenue Total:		49,436	53,710	42,977	55,540
CRA - Young Mazda Project Area Expenditure Total:		26,281	53,710	21,693	55,540
Net Total CRA - Young Mazda Project Area:		23,155	.00	21,284	.00

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

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
City Center CRA Project					
Revenue					
68-30-100	Tax Increment	314,196	415,000	406,942	415,000
68-30-300	Interest Income	653	1,100	.00	400
68-30-890	Approp of Fund Balance	.00	90,000	.00	.00
	Total Revenue:	314,849	506,100	406,942	415,400
	Total Revenue:	314,849	506,100	406,942	415,400
Expenditures					
68-40-400	Professional & Technical	4,242	35,000	377	25,000
68-40-450	Transfer to Hinckley Housing	31,420	41,500	.00	41,500
68-40-475	Tax Increment Incentives	.00	.00	.00	150
68-40-500	Charge for Services - G/F	15,710	20,750	10,380	20,750
68-40-510	Transfer to Enterprise Funds	.00	401,460	.00	.00
68-40-600	New CDRA Projects	.00	7,390	.00	328,000
	Total Expenditures:	51,371	506,100	10,757	415,400
	Total Expenditure:	51,371	506,100	10,757	415,400
	City Center CRA Project Revenue Total:	314,849	506,100	406,942	415,400
	City Center CRA Project Expenditure Total:	51,371	506,100	10,757	415,400
	Net Total City Center CRA Project:	263,478	.00	396,185	.00

Account Number	Account Title	2022-23 Prior year Actual	2023-24 Current year Budget	2023-24 Current year Actual	2024-25 Future year Budget
CDRA Housing Authority Fund					
REVENUE					
85-30-400	Transfer in from City Cntr CRA	31,420	41,500	.00	41,500
85-30-410	Transfer in from NW Proj. CDRA	.00	56,737	56,736	.00
85-30-420	Transfer in from 36th St Proj	.00	37,203	37,203	.00
Total REVENUE:		31,420	135,440	93,939	41,500
Total Revenue:		31,420	135,440	93,939	41,500
EXPENDITURES					
85-40-100	Housing Expenditures	.00	135,440	.00	41,500
Total EXPENDITURES:		.00	135,440	.00	41,500
Total Expenditure:		.00	135,440	.00	41,500
CDRA Housing Authority Fund Revenue Total:		31,420	135,440	93,939	41,500
CDRA Housing Authority Fund Expenditure Total:		.00	135,440	.00	41,500
Net Total CDRA Housing Authority Fund:		31,420	.00	93,939	.00
Net Grand Totals:		4,198,546	.00	2,925,067-	900,000

STAFF REPORT

SUBJECT: Wasatch Front Football Agreement 2024
AUTHOR: Jon Andersen
DEPARTMENT: Parks & Recreation
DATE: 8-20-24

RECOMMENDATION

City staff is recommending WFFL agreement be approved. The approval of this agreement will allow the City recreation program to continue its participation in the Wasatch Front Football League for the 2024 season

BACKGROUND

South Ogden City has been using the WFFL as the organization which allows its youth to participate in tackle football for twenty plus years. This agreement is renewed on an annual basis. The agreement identifies the fees and rules for which all franchises/associations that play in the WFFL will abide by.

ANALYSIS

The agreement establishes a fee for each team to participate in the 2024 season. The fees are $100.00 per team(Mitey Mite, Jr. Pee Wee -Bantam) and $50.00 per team(Jr. Mite & Mitey Mite). South Ogden Recreation has three teams this year. The cost to the recreation program will be $250.00 for the 2024 season. The number of teams varies from year to year depending the number of youth that play. We have had anywhere for 3 -10 teams playing in years past.

SIGNIFICANT IMPACTS

There will be minimal impact to the Recreation budget which has been budgeted for in the 2024-25. The impact will be $250.00.

ATTACHMENTS

None

Resolution No. 24-26

RESOLUTION OF SOUTH OGDEN CITY APPROVING A FRANCHISE AGREEMENT WITH WASATCH FRONT FOOTBALL LEAGUE, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-1- 401, et. seq., the governing body of the city may enter into franchise agreements with various service providers; and,

WHEREAS, the City Council finds that Wasatch Front Football League is an organization that provides opportunities for young people to play competitive football as part of the recreation program of South Ogden City (the "City") and other surrounding areas; and,

WHEREAS, the City Council finds that providing competitive football requires the availability and organization of varied facilities within the City; and,

WHEREAS, the City Council finds that under Utah Code, the City has the authority to grant to Wasatch Front Football League a franchise to provide football services within the City; and,

WHEREAS, the City Council finds that the City desires to set forth the terms and conditions by which Wasatch Front Football League shall use the public facilities of the City to provide these services; and,

WHEREAS, the City Council finds it necessary to insure provision of adequate and effective various services for city residents; and,

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

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

SECTION 2 - FRANCHISE AGREEMENT AUTHORIZED

The **"Wasatch Front Football League Franchise/Association Agreement"** Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Approved And Adopted With The Condition That The City Manager, With The Concurrence Of The City Attorney, Is Authorized To More Fully Negotiate And Resolve Any Remaining Details, Or Changes, If Any, Under The Agreement On Behalf Of The City And The Manager Is Authorized To Sign, And The City Recorder Is Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval. If The City Manager Is Unable To Successfully Resolve Any Remaining Details, Or Changes, This Authorization And Approval Shall Be Void And The City Manager Shall So Notify The Council.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

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

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 16th day of August, 2022, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 20th day of August, 2024.

SOUTH OGDEN CITY

_____

Russell L. Porter, Mayor

ATTEST:

_____

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 24-26

Resolution Of South Ogden City Approving A Franchise Agreement With Wasatch Front Football League, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

20 Aug 24

Wasatch Front Football League

Franchise/Association Agreement

THIS FRANCHISE/ASSOCIATION AGREEMENT (the "Agreement") is made and entered into this_____ day of _____, 2024 By and between the Wasatch Front Football League, a non-profit 501 (C) (3) Organization (hereafter referred to as "WFFL") and _____ a _____ (hereafter referred to as "Franchise/Association"), with reference to the following facts:

A. WFFL is the owner and operator of certain proprietary and other property rights and interests in and to:

1) the "WFFL" (Wasatch Front Football Association) name and such other related trademarks, trade names, service marks, logotypes, insignias, and designs as "WFFL" may use from time to time (the trademarks) in connection with the development operation and maintenance of Franchise/Association may be authorized to use from time to time in operating the franchise/Association, and

2) the "WFFL" procedures for the operation of such Franchise/Association, including advertising, materials, signs, personnel management, administration and control systems.

B. "WFFL" desires to expand and develop the Franchise/Association, and desires a Franchise/Association who will promote and operate little league football teams, in accordance with the "WFFL" terms and conditions contained in this Agreement, league rules, by-laws, policies and procedures as set forth from the "WFFL" governing body.

WHEREFORE IT IS AGREED

I.

GRANT OF WASATCH FRONT FOOTBALL LEAGUE FRANCHISE/ASSOCIATION

1.1 *Grant of League Franchise/Association*

"WFFL" hereby grants to Franchise/Association, and Franchise/Association hereby accepts, a nonexclusive and revocable authorization to make reasonable use of the designated Franchise/Association area, during the term to open and operate a "WFFL" little league football program, and to procure, screen, qualify, train and assist. Coaches, players, employees and others necessary to run a program, in the development area more fully described in Exhibit "A" which is annexed hereto and by this reference made a part hereof, upon the terms and subject to the conditions of this Agreement.

1.2 Franchise/Association is subject to the terms and conditions set forth in this agreement, league rules by-laws, general policies, procedures and terms as set forth by the executive board of the "WFFL" from time to time, and more fully described in Exhibit B. Nothing in this Franchise/Association Agreement shall be deemed to waive the requirements of the other rules, by-laws, policies or procedures of general applicability enacted, or hereafter enacted, by the "WFFL".

2.1 Minimum Development Obligation Franchise/Association shall construct, equip, open and continue to operate, and procure, screen, qualify, train and assist all involved in the organization of the "WFFL" little league football Franchise/Association.

2.2 Each Franchise/Association area shall be subject to a separate agreement. And terms set forth by the "WFFL" governing body specific to each Franchise/Association area, more fully described in Exhibit B.

2.3 Each Franchise/Association will be subject to "WFFL" specified training and certification of Franchise/Association area directors, coaches, and all other personnel involved with the administration and day to day activities of the Franchise/Association.

2.4 Each Franchise/Association must use the designated materials as outlined in the league operations manual, and provided by the "WFFL" organization, including but not limited to, registration, player participation, and player eligibility.

3.1 TERM - The term of this Agreement (the "Term") shall be for a period of one (1) Season, commencing on the effective date hereof, and ending at the end of the season, as prescribed in the terms set for each Franchise/Association area, more fully described in Exhibit B, unless sooner terminated in accordance with the provisions herein.

4.2 Pursuant to league rules, by-laws, policies, procedures and terms, as set forth by the WFFL governing body., the WFFL is Authorized to grant or renew Franchise/Associations to construct, operate and maintain a Little league football program under the guidelines set forth.

4.3 Franchise/Association Breaches: Termination of Franchise/Association Furthermore the WFFL holds exclusive right to terminate this Franchise/Association for Cause. Termination may be at anytime during the Term of this agreement. The WFFL executive board will determine cause, after investigation of any violations of this agreement, league rules, by-laws, policies, procedures and terms (as prescribed in Exhibits A & B), including but not limited to the previous listed infractions. All executive board rulings will be final and binding.

4.4 Procedures for remedying Franchise/Association Violations If the WFFL believes that the Franchise/Association has failed to perform any obligation under this Agreement or has failed to preform in a timely manner, the "WFFL" shall notify the Franchise/Association in writing, stating with reasonable specificity the nature of the alleged default. The Franchise/Association shall have seven (7) days from the receipt of such notice to:

1) respond to the "WFFL", contesting the "WFFL's" assertion that a default has occurred, and requesting a hearing; or

2) cure the default: or

3) notify the "WFFL" that Franchise/Association cannot cure the default within seven (7) days because of the nature of the default. In the event the default cannot be cured within seven (7) days the Franchise/Association must notify the "WFFL" so that it can be determined whether additional time beyond the seven (7) days will be granted. The Franchise/Association shall promptly take all reasonable steps to cure the default and notify the "WFFL" in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the "WFFL" may set a hearing to determine whether additional time beyond the 7 days is indeed needed, and whether the Franchise/Association's proposed completion schedule and steps are reasonable.

If the Franchise Association does not cure the alleged default within the cure period stated above, or by the projected completion date above, or denies the default and request a hearing, or the "WFFL" orders a hearing to investigate said issues or the existence of the alleged default. At the hearing, Franchise/Association shall be provided an opportunity to be heard and to present evidence in its defense.

The determination as to whether a default or a material breach of this agreement has occurred shall be within the "WFFL's" sole discretion.

If after the hearing, the "WFFL" determines that a default still exists, the "WFFL" shall order the Franchise/Association to correct or remedy the default or breach within three (3) days or within such other reasonable time frame as the "WFFL" shall determine. In the event the Franchise/Association does not cure said default or breach within such time to the "WFFL's" reasonable satisfaction, the "WFFL" may:

1) Withdraw membership of any team or teams, player or players, coach or coaches, director or directors, or any other member of the Franchise/Association organization indefinitely..

2) Revoke this Franchise/Association in it's entirety, removing all teams from the current schedule.

3) Review Franchise/Association application for the next season, and withhold any Franchise/Association agreements for an indefinite period of time.

4.5 Revocation

In addition to revocation in accordance with other provisions of this Agreement. The "WFFL" may revoke this Agreement and rescind all rights and privileges associated with this Agreement in the following circumstances. Each of which represents a material breach of this Agreement.

1) If the Franchise/Association fails to perform any substantial obligations under this Agreement or other terms and provisions entered into by and between the "WFFL" and the Franchise/Association in the form of rules, by-laws, policies, procedures and terms as set forth by the "WFFL", and as interpreted by the "WFFL" executive board.

2) If the Franchise/Association practices any fraud or deceit upon the "WFFL"; or

3) If the Franchise/Association becomes defiant or disrespectful, to the "WFFL" rules, by-laws policies, procedures and terms as set forth by the "WFFL" executive board.

5.1 Policies and Powers

Franchise/Association's rights hereunder are subject to the policies and powers of the "WFFL" to adopt and enforce rules, by-laws, policies, procedures and terms, necessary to the safety, health, and welfare of the youth participants, and Franchise/Association agrees to comply with all applicable rulings enacted, or hereafter enacted, by the "WFFL" having jurisdiction over the subject matter hereof.

5.2 The WFFL reserves the right to exercise its policies and powers, notwithstanding anything in this agreement to the contrary, and any conflict between the provisions of this Agreement and any other present or future lawful exercise of the "WFFL's" policies and powers shall be resolved in favor of the "WFFL".

5.3 The WFFL shall be vested with the power and right to regulate reasonably the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power and right, or any part thereof, to any agent including, but not limited to the "WFFL" board members, in its sole discretion and

5.4 Subject to applicable law, Franchise/Association shall not be relieved of its obligations to comply, promptly and completely, with any provision of this Franchise/Association by any failure of the "WFFL" to promptly enforce compliance with this Franchise/Association.

5.1 General Indemnification.

Franchise/Association shall indemnify, defend and hold the "WFFL", its officers, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees of expenses, arising from any casualty or accident to person or property, including, without limitation, copy write infringement, defamation, and all other damages in any way arising out of, or by reason of, any act done under this Franchise/Association, by or for Franchise/Association, its agents or its employees, or by reason of any neglect or omission of Franchise/Association. Franchise/Association shall consult and cooperate with the "WFFL" while conducting its defense of the "WFFL"

6.1 Insurance

Franchise/Association shall maintain public liability and property damage insurance that protects the Franchise/Association and the "WFFL", it officers, agents, and employees from any and all claims for damages or personal injury including death, demands, actions, and suits brought against any of them arising from operations under this Franchise/Association or in connection therewith.6.2 Franchise/Association shall not have any monetary recourse against the "WFFL" or its officials, board members, commissioners, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Agreement or the enforcement thereof.

7.1 Effective Date

The effective date of this Agreement shall be June 1, 2020 (or 30 days after adoption of this Agreement by the "WFFL", whichever occurs later). Unless the Grantee fails to file the unconditional written acceptance of this Agreement and post the security required hereunder, in which event this franchise/Association shall be null and void, and any and all right of the Grantee to operate a "WFFL" Franchise/Association under this or any other agreement is hereby terminated.

7.2 Franchise/Association is not relieved of its obligation to comply with any of the provisions of this Agreement or the Franchise/Association terms by reason of any failure of the "WFFL" to enforce prompt compliance. Franchise/Association's forbearance or failure to enforce any provision of this agreement shall not serve as a basis to stop any subsequent enforcement.

7.3 The "WFFL" and Franchise/Association hereby waive respectively any and all rights, other than constitutional rights, to at any time or in any manner or proceeding challenge this Agreement or validity of any term or provision of this agreement, and any such challenge shall constitute a material breach of this agreement, provided, however, that "WFFL" or Franchise/Association may challenge any provision of this agreement based on a change in law, should the law pertaining to that provision change. Franchise/Association agrees that it will not challenge the "WFFL's" authority to enter into this agreement as of the effective date hereof.

8.1 Execution

This Agreement shall not be entered into, or biding, until fully executed by the "WFFL" in accordance with all requirements appertaining thereto, including full signature, execution and attestation in the spaces below. This Agreement shall be binding upon the heirs, successors, and assigns of the parties in case any or all of them assume authority over the operation of this Franchise/Association, and failure to agree to, or abide by, the terms of this Franchise/Association agreement by any entity or person assuming authority over the operation of the Franchise/Association shall be deemed a violation of this agreement.

Franchise/Association

Signed _____

By _____

Title _____

Wasatch Front Football League

Signed _____

by: _____

Title: _____

Exhibit A

a) Franchise/Association Area means the area within the jurisdictional boundaries of the Franchise/Association, as assigned by the "WFFL", including any areas annexed or removed by the "WFFL" during the term of this agreement.

Franchise/Association Area

Franchise/Association shall provide services, as authorized under this Franchise/Association, within the Franchise/Association area and the jurisdictional boundaries as prescribed by the "WFFL" including any areas annexed or removed during the term of this Agreement in accordance with the Area boundaries as set forth in Exhibit A.

Franchise/Association Area description and/or Map:

See Addendum B in the WFFL Policies and By-laws

Exhibit B

TERMS

a) Franchise Association Fee means any fee or assessment of any kind imposed by a

"WFFL" authority

STAFF REPORT

SUBJECT: City Hall Painting _ Various Areas
AUTHOR: Jon Andersen
DEPARTMENT: Buildig Maintenance
DATE: 8-20-24

RECOMMENDATION

City staff recommends approving an agreement with Painter 1 to paint various areas throughout City Hall

BACKGROUND

Awhile back City Manager Dixon, Jon Andersen, Chief Parke & Chief West went through City Hall to identify areas that are in need of a touch up. The building is currently 20 years old and the only painting that has been completed are any remodeled or damaged areas. Most of the building is the orginal paint

ANALYSIS

Approximately 5 contractors were contacted and three submitted bids, the bids are as follows:

1- Painter 1	$17,578.21
2- Brush Brothers Painters	$21,929.20
3- CertaPro Painters	$28,122.00

SIGNIFICANT IMPACTS

An impact of $17,578.21 in the general fund in the Building & Grounds area which is currently in the budget

ATTACHMENTS

Bids

Quote #323

December 5, 2022

P1 Interior #323

Estimator:

Helaman Coraza
Cell: (385) 230-0448
Email: Helaman@painter1.com

Client:

Michael Sawyer
3950 Addams Av South Ogden

(801) 940-2244
msawyer@southogdencity.gov

PAINTER 1 PROCESS

Prep and painting will be done to industry standards, including patching nail/screw holes and other small drywall issues.

We will apply Sherwin Williams paint on your project.

Painter1 will clean up at the end of each day, and a thorough clean will take place upon completion of the project.

Wherever possible, Painter1 will spray new product onto substrates.

At the end of the project, a walk around with the customer will be done, and a Punch List will be created.

If there is any deviation from this agreement, a Change Order will be created to reflect the desired changes.

JOB DETAILS

ROOM NAME	WALLS	BASEBOARDS	CHAIR RAIL	CROWN	CEILING	COST
Inside Upstairs Hallway	P1					$912.74
Stairway	P1					$657.76
Fire Station Hallway	P1					$721.5
Conference Room	P1					$1,109.28
Front Hallway	P1					$1,064
Common Area (Hallway/Stairway)	P1				P3	$6,417.96
Upstairs Common Area	P1				P3	$1,675.67
Total Job Materials Cost						$5,019.3
						$17,578.21

COLORS

P1	MATCH
P3	WHITE FLAT

CLIENTS NOTES

Interior

All areas will be prepped to industry standards, including filling nail holes and masking.

Paint will be from Sherwin Williams, colors to be chosen by the customer. Generally 2 coats of paint are anticipated, and could be more or less depending on the area being painted and the method used.

The project is anticipated to take about 5-6 days to complete.

EXCLUSIONS

Anything else not listed.

Quote Total **$17,578.21**

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum stated above. Any alteration or deviation from the specifications will necessitate a Change Order to be filled out and signed. All accounts are due upon completion of work as described above. Finance charge of 2% per month will be applied to all past due accounts after 30 days of completion. In the event a law suit is brought, the prevailing party shall recover its attorney fees and costs. All material is guaranteed as per manufacturers specs. All work to be completed in a workmanlike manner according to standard practices. Painter1 of Northern Utah is not responsible for paint that does not reflect the desired color. Price quoted is for cash or check only. There will be a 3.5% surcharge on all credit card payments (what we get charged from the credit card companies). Job deposits to get on our schedule are excluded from this surcharge. This proposal may be withdrawn if not accepted within 15 days. There will be no retention for this project. A 10% nonrefundable deposit will be required at our discretion to schedule the project. For projects lasting longer than 7 days, we may ask that a progress payment be made at the end of each week in $1000 increments. Each payment will be immediately credited to your account. I agree to the payment terms and contract as stated above:

☐ AUTHORIZATION TO BEGIN WORK:

☐ COMPLETED TO MY SATISFACTION:

Painter1 of Northern Utah

Business: (385) 519-0554
https://painter1.com/davis-weber-county

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NEW ESTIMATE

Brush Brothers Painting
2621 Midland Dr
Ogden, UT 84401
(801) 388-6266

Sales Representative
Kent Isaacson
kent@brushbrotherspaint.com

So Ogden City Offices Revised
3950 Adams Ave
South Ogden UT

Estimate #	24308
Date	5/14/2024

Item	Description	Amount
Commercial Interior Repaint	South Ogden City Office Building Interior Main Areas Painting	$9,676.00
	Walls and Door Casings are included in this proposal	
	Scope of work	
	1. Mask/cover all items that are not to be painted 2. Spackle walls 3. Sand walls and door frames 4. Apply a coat of finish paint 4. Apply a finsl coat of finish paint 5. Clean up work site	
	All material and labor are included in this estimate	
Commercial Interior Repaint	OPTION	$3,286.70
	ECO Room Repaint	
	Scope of work same as above	
Commercial Interior Repaint	OPTION	$6,016.75
	Ceilings in Main area	
Commercial Interior Repaint	Lift rental if needed $600.00	$0.00
	Not included in the total	
Commercial Interior Repaint	Admin Stairwell	$1,311.00
Commercial Interior Repaint	Admin Back Hallway	$1,638.75

Sub Total	$21,929.20
Total	$21,929.20

TERMS

1) PAYMENT: a. 50% of this amount is due BEFORE the job can be scheduled. b. Progress payments will be required on jobs over $15,000.00. c. The remaining 50% (and/or any additional charges) are DUE AT SUBSTANTIAL COMPLETION (unless otherwise agreed to in writing). d. Any balance remaining unpaid after 30 days of being invoiced will accrue interest in the amount of 18% per annum. CUSTOMER is responsible to reimburse Brush Brothers any reasonable attorney fees/costs of collecting any unpaid balance.

2) PERMITS: Local ordinances (zoning dept/cities/HOA) may require review for exterior work. CUSTOMER is responsible to get approved colors, permits, etc. If work is done without proper documentation, you could be held liable for down time, material costs, and re-doing the project to specifications.

3) CHANGES: Any change in the above work will result in a change order. The CUSTOMER (not a third party) may authorize the change. Any additional contract for the job will not void, nullify, or replace this contract or any of the terms of this contract unless the subsequent contract specifically states so. If CUSTOMER cancels this contract or changes paint color or sheen after BRUSH BROTHERS purchases paint, CUSTOMER will be liable for any costs incurred.

4) CUSTOMER RESPONSIBILITIES: Unless otherwise agreed to and specified in this contract, CUSTOMER shall remove pictures, paintings, curtains, breakables, furniture and other items from the room where work will be done. Appliances are to be moved at least 3 feet from the wall. If BRUSH BROTHERS is required to move or remove any items, BRUSH BROTHERS will not be responsible for any damage done to property, including but not limited to; personal property, flooring, gas lines, plumbing, water lines, hardware, blinds or appliances. CUSTOMER will provide WATER, ELECTRICITY and HVAC during painting project. PLEASE NOTE: PAINT DUST DOES OCCUR. We will do our best to keep it limited, but no matter how careful we are, dust will find its way outside of the work areas. BRUSH BROTHERS will not be responsible for deep cleaning of the area. This includes but is not limited to; furniture, duct work, fabrics, etc. It could help to turn off the HVAC during the paint spraying process, in order to lessen dust.

5) LIFTS: Customer releases Brush Brothers Painting, Inc., from any liability for property damage resulting from the operating, parking, loading or unloading of any lift or boom equipment used at the job location described above. This includes but not limited to: concrete curbs, sidewalks, other concrete work, asphalt, fences, landscaping, sprinkler systems, grass, trees, bushes or any other item. Brush Brothers Painting will take the utmost precautions not to incur damages, but customer is aware there are no guarantees.

6) PERSONAL GUARANTEE: The person who signs this contract as CUSTOMER agrees to become individually and personally liable for payment, as detailed in this contract. (Exceptions apply for Commercial Work)

7) PREVIOUS WORKMANSHIP: BRUSH BROTHERS is not responsible to correct or cover defects or problem areas due to CUSTOMERS or another contractor's previous workmanship, including but not limited to; paint lines, drips, drywall defects, etc. These may be visible after our work is complete and extra charges may apply if CUSTOMER wants them fixed.

8) TOUCH UPS: Touch ups are defined as the re-coating of very small localized areas of a newly painted surface done by Brush Brothers. Client is responsible to notify Brush Brothers of any touch ups needed within 5 business days of substantial completion. Client will need to 'Mark" areas to be touched up OR meet our painter on site to go over what needs to be done. Brush Brothers does not consider defects by other contractors (drywallers, carpenters, flooring contractors, etc) touch ups. If the client wants those areas to be fixed there will be an hourly charge plus the cost of materials.

9) TRIP CHARGES: A trip charge may be applied if the project is outside of a 30 mile radius of Brush Brothers shop, or we have to make multiple trips due to no fault of Brush Brothers. (No one home, not able to access property, project not ready, etc). WEATHER STRIPPING CHARGES: In order to paint the exterior doors, we will have to remove the weather stripping. However, we will not be able to re-install. In order to not have them stick to the paint we recommend they stay off 24-48 hours. If you would like us to come back and re-install the weather stripping there will be a $125.00 Trip Charge (this could vary depending on the location of your job).

10) STANDARD OF WORK: We will perform work to industry standards as set forth by the Trade Association Painting and Decorating Contractors of America.

11) By signing you agree to allow the display, distributions, publications, transmissions or otherwise use of photographs, images and/or videos taken for use in advertising materials that include social media.

12) All product is subject to change. BRUSH BROTHERS reserves the right to make adjustments to products for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability. Therefore, we cannot guarantee specific products will be available at time of order.

13) This document contains the entire agreement of the parties for the work described above and shall not be altered or amended except by written agreement.

Approval Signature _____ Date _____

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

CertaPro Salt Lake City
4637 S. Commerce Dr.
Murray, UT 84107
(801) 747-1027

http://salt-lake-city.certapro.com
License: 5198922
Contractor License: 5198922

COMMERCIAL INTERIOR
Job #: JOB-1354-9629
Date 05/23/2024
SHERWIN WILLIAMS
We proudly feature Sherwin-Williams paints and stains.

JOB SITE

South Ogden City Comm-Int JOB-1354-9629
3950 Adams Ave
South Ogden, UT 84403
801-950-2244
msawyer@southogdencity.gov

PREPARED BY

Matt Leishman
Commercial Sales Associate
(801) 510-2615
mleishman@certapro.com

CLIENT

South Ogden City
3950 Adams Ave
South Ogden, UT 84403

CLIENT CONTACTS

Michael Sawyer
M: (801) 940-2244
E: msawyer@southogdencity.gov

PRICING:

Base Price:	$0.00
Main common areas plus meeting room	$28,122.00
Subtotal:	**$28,122.00**
Total:	**$28,122.00**
Deposits Due	$14,061.00
Balance	**$14,061.00**

GENERAL SCOPE OF WORK

This estimate is to paint the interior of the South Ogden city office building, including the main entry and main hallways the main area main common area upstairs CertaPro Painters will do all prep work prior to applying two coats of Sherwin-Williams paint prep work to include sanding, scraping and patching as needed. This proposal is broken down into sections to make it easier for the customer to decide what they would like to do and also to see the breakdown of each price. Those sections include the upstairs area with the walls and ceilings, the fire station area, and the main entrance and Corredor area. Note that the large open area for the ceilings, a scissor lift will be required.

CLEAN UP

To be straightened up daily and cleaned up in full upon job completion. If there is leftover paint, we will leave it with you.

PROPOSAL AND COLOR SPECIFICATIONS

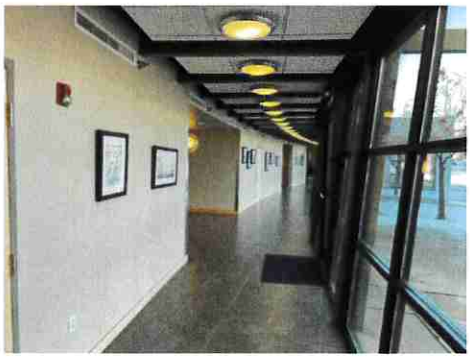
Surface/Item	Product	Paint / Primer Coats	Color
Included Details			

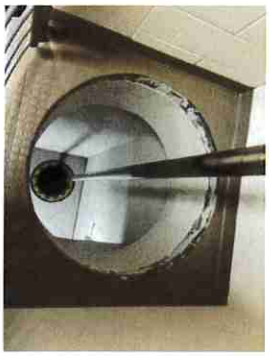
Main common areas plus meeting room

This amount includes the main entry, the main Corredor's the open area and the community room. Some areas will include ceiling and others are currently acoustic tile and will not require paint the meeting room, and the west Corredor are not set to have the ceilings painted. Due to the height of the ceiling in the vaulted area, a scissor lift will be utilized by the painters. South Ogden city will not need to have any additional insurances for this service as CertaPro Painters will cover this amount. this includes a scissor lift

ADDENDUM - ALL PICTURES

COURT ADMINISTRATOR





NOTES

*****Our payment vendor charges for the use of credit cards. No charge for ACH's and Checks.**

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. We will communicate with you on a daily basis to update you on the progress of the project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.

This Proposal is for an Interior Painting Project. During your project you will be assigned a Job Site Supervisor (JSS). The JSS is on site to paint, run the painting crew and to be available to address any of your concerns throughout the project. Certapro will also provide a Project Manager to supervise and insure the project is being handled as promised and proceeding on schedule to your satisfaction.

The number of coats of paint are noted on the proposal and additional coats will be an additonal charge.
At the end of the project we will fully clean up and then do a final walk through with you to inspect the work performed if you are available when the crew has finished their work and if necessary finish the final touch ups. CertaPro Painters at the end of your project is hoping to receive an excellent review from you when you evaluate our work. Through this rating we hope to earn the privilege of doing additional work and for you to recommend us to other businessmen, your family, friends and neighbors.

CertaPro complies with all local, state and federal laws; including but not limited to the EPA Lead-Safe program. If you suspect lead please notify us immediately. Paint is included in the cost of the project.

This offer is valid for 60 days.

ADDITIONAL NOTES

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by; being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are your guests and we will act as such.

WARRANTY ON WORK: We provide a limited 2 year labor warranty against blistering and peeling. See written warranty for exclusions.

COLOR CONSULTATION: If you select CertaPro Painters as your painting company and need assistance selecting your color, contact Lori Martin at (801) 913-4825 or lmartin@certapro.com

SCHEDULING: During the busy time of year; May- October jobs smaller than $1000 will be given a more flexible timeframe and will be slotted in when there are gaps on our calendar within that timeframe. All other jobs are scheduled within a work week unless otherwise noted on proposal. As that week approaches we will let you know exactly when we anticipate the work commencing. Some things are out of our control such as weather, but we will do whatever we can to stay on schedule. Please let us know if you have a reason for a hard start date and we will do what we can to accommodate you.

WORKMANSHIP STANDARDS: Unless otherwise specified on this proposal, standards will be in accordance with the Painting and Decorating Contractors of America (PDCA). PDCA sets the industry standards for the painting industry. These standards are used throughout the industry to provide the guidelines and requirements for specific applications, surfaces, coatings products and application procedures.

CHANGES TO CONTRACT:
1. If you request changes in the scope of work, including levels of prep work or changes in products, finishes, number of colors, number of coats, the price will be adjusted to reflect the changes.
2. Custom color paints/stains are not returnable for store credit, so if you request a color change after we have ordered custom color paints/stains for your job, you will be billed for the paint/stain and charged for the additional labor necessary to repaint/stain areas that had been done.
3. Specialty applications, such as faux finishing or a 2 part application process that is not specifically mentioned in the proposal, will result in a price increase.

SIDE JOBS: Please do not ask the painters to do work 'on the side' - or outside of CertaPro Painters. If you want additional work added to your original contract, you can call your rep or the office.

PAINTING APPLICATION METHODS: In general, we plan on using whichever method will be the most economical and efficient to paint your interior. Both methods -brushing and rolling and spraying have their benefits. Spraying can provide a superior smooth finish, but may also not be appropriate for furnished homes due to the amount of masking and taping that will be involved. There will likely still be paint dust found in neighboring areas and rooms from spraying and it may even get 'sucked' into your furnace via the air returns.

CLEANING: If you are thinking of cleaning or hiring a cleaning service, wait until the painting has been completed.
REFRIGERATORS: If the client requests the walls behind the refrigerator, client will need to either move the refrigerator or arrange to have it moved. We will not move it and will not be held responsible for damage incured.

CURRENT CONDITIONS: This quote is based on the condition of the areas mentioned above at the time of the quote with regards to prep, amount of furniture, cleanliness, etc.

PREVIOUS PAINT / WORKMANSHIP: This quote does not account for cleaning up previous workmanship. Removal of drips, spills and poor cut lines from previous work are not part of the scope unless otherwise noted. To prevent poor cut lines you should paint the adjacent surfaces as well.

DOORS: Unless otherwise noted, only the side of the door facing the room being painted is included.

PATCHES / TEXTURE: We will apply texture to the areas that we repair and patch or will try to match existing stipple - we will try to match the texture or stipple as closely as possible. Please note that a perfect match is impossible - this means that upon visual inspection the retextured areas may be discernible, especially because you as the customer know exactly where to look.

COLORS: The pricing below is based on using up to 3 different colors/sheens on this project. If additional colors/sheens or accents walls are desired, additional charges will apply. We charge $75 for each additional color or sheen as well as $100 for any accented walls. Additional costs arise from changes to the painting sequence, purchasing additional paint, cleaning equipment and brushes, and cutting additional lines where the colors meet.

UNFORESEEN CONDITIONS: As you can see, we make our best attempt to identify every aspect of the painting project to provide you with an accurate price on the work to be performed. However, due to the nature of the business, there may be some issues that arise out of our control. These include, but are not included to, recessed lighting cans not functioning properly, rotten wood not visible to the eye, water leaks that may result in paint failure, etc. Additional work will be charged at $50 per man hr. plus materials.

PRICING: We have provided a fixed price proposal to paint your project- the price you see is the price you will pay unless you request any changes to the scope of the work as outlined above (including the level of prep work specified, the number/complexity of colors, or the product specified), then the price will be adjusted.

OPTIONAL ITEMS: The price for optional items is based on the optional items being selected before or during the existing painting project and completed at that time. If selected at a later date, the price will be increased to account for set-up, clean-up and any other efficiencies lost.

Under the line titled 'FINAL PRICING' there may be some options listed that either you requested or we otherwise provided. '(Not incl. in Total Price)' next to an area indicates that it is given an option and is not included in the final pricing. If you would like that part of the project to be completed, please let us know. We will include it - causing it to show on the far right side - and it will add to the final pricing.
PHOTOS of your project may be used for promotional purposes. We will not use your personal information such as name, address etc. unless approved by you. If you would like to opt out, initial here_____. You may also simply let us know and we will honor your wishes.
If amounts due under this agreement are not paid, the customer will be responsible for costs of collection including attorney fees.
*****Our payment vendor charges for the use of credit cards. No charge for ACH's and Checks.**
Payment Terms: All jobs are subject to a deposit. Any job over $3,000 require a 50% deposit. Final and/or Full Payment is required upon completion. If payment is not received upon completion, you may accrue late fees. We reserve our right to pre-lien or lien your property under Utah State laws.

SIGNATURES

CertaPro Painters Authorized Signature Date

Authorized Client Signature Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

☐ By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively "CertaPro"), taking photographs and video of the property identified in this Proposal (the "Content"). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property's owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property's owner, may have in connection with the Content.

Customer Initials Date

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Salt Lake City**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

_____

(Buyer's Signature) (Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
    - mill-glazing from smooth cedar
    - ordinary wear and tear.
    - abnormal use or misuse.
    - peeling of layers of paint existing prior to the work performed by the Contractor.
    - structural defects.
    - settling or movement.
    - moisture content of the substrate.
    - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
    - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.

- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN ADOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

Resolution No. 24-27

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH PAINTER 1 FOR PAINTING VARIOUS AREAS OF CITY HALL, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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

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

WHEREAS, the City Council finds that construction on City Hall was begun 20 years ago; and,

WHEREAS, the City Council finds that in order to keep City Hall as a proud symbol of South Ogden City for generations to come it must be well maintained; and,

WHEREAS, the City Council finds that staff has recommended that certain maintenance take place at City Hall, including painting of certain areas; and,

WHEREAS, the City Council finds that staff has followed the procedures of the South Ogden City Purchasing Policy and has found that Painter 1 submitted the lowest bid for the needed painting; and,

WHEREAS, the City Council finds that Painter 1 has the professional ability to provide for these services to meet the city's needs; and,

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

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

SECTION 2 - CONTRACT AUTHORIZED

That The "Contract Agreement" For Painting of Various Areas of City Hall, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All

Documents Necessary To Effect This Authorization And Approval.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

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

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 20th day of August, 2024, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 20th day of August, 2024.

SOUTH OGDEN CITY

_____

Russell L. Porter
Mayor

ATTEST:

_____

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 24-27

Resolution Of South Ogden City Approving An Agreement With Painter 1 For Painting Various Areas Of City Hall, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

20 Aug 24

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **Painter 1** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

> City Hall painting – Various areas as described in bid documents and associated Work as indicated in the contract documents.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City Hall Painting – Various Areas

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment*: The Work will be completed within **45** days following Notice to Proceed. If agreed to by both the OWNER and CONTRACTOR, this agreement may be extended for one additional year on the same terms and conditions as provided in the Contract Documents, with price adjustments for changes in materials and labor costs.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

TOTAL OF ALL UNIT: Seventeen Thousand, Five Hundred Seventy Eight and 21/100 Dollars **($17,578.21)**.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of **1%** per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;
2. General Conditions;

3. Supplementary Conditions;

4. Specifications as listed in the table of contents of the Project Manual;

5. Drawings as listed in the table of contents of the Project Manual;

6. Exhibits this Agreements;

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

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
C. There are no Contract Documents other than those listed above in this Article 9.
D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms:* Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____. 2024, (which is the Effective Date of the Agreement).

OWNER:	**CONTRACTOR:**
SOUTH OGDEN CITY CORPORATION	Painter 1
By:_____	By:_____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest:_____	Attest:_____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name:_____	Name:_____
Title:_____	Title:_____
Address:_____	Address:_____
Phone:_____	Address:_____

STAFF REPORT

SUBJECT: City Hall Flooring - Various Areas
AUTHOR: Jon Andersen
DEPARTMENT: Building Maintenance
DATE: 8-20-24

RECOMMENDATION

City staff recommends approving an agreement with W2W Commercial Flooring to remove and install flooring in variuos areas through out City Hall

BACKGROUND

Awhile back City Manager Dixon, Jon Andersen, Chief Parke & Chief West went through City Hall to identify areas that are in need of fresh flooring The building is currently 20 years old and no flooring of any kind has been replaced. All of the building still has its original flooring thorough out.

ANALYSIS

Approximatly 5 contractors were contaced and two submitted bids, the bids are as follows:

1- W2W Commercial Flooring $17,925.00
2- Giant Carpet One Flooring & Home $23,000.00

SIGNIFICANT IMPACTS

An impact of $17,925.00 in the general fund in the Building & Grounds area which is currently in the budget

ATTACHMENTS

Bids

Jon Andersen

From: Mike Sawyer
Sent: Tuesday, July 23, 2024 9:00 AM
To: Jon Andersen
Subject: Fw: Flooring Price Ranges

From: Mike Sawyer
Sent: Monday, May 13, 2024 4:03 PM
To: Jon Andersen <jandersen@southogdencity.gov>
Subject: Fwd: Flooring Price Ranges

Sent from my iPhone

Begin forwarded message:

From: Barrett Van Dyke <Barrett@suttonswwf.com>
Date: May 13, 2024 at 3:56:59 PM MDT
To: Mike Sawyer <msawyer@southogdencity.gov>
Subject: Fwd: Flooring Price Ranges

Caution! This message was sent from outside your organization. Allow sender | Bloc sende

---------- Forwarded message ---------
From: **Barrett Van Dyke** <Barrett@suttonswwf.com>
Date: Thu, Dec 1, 2022 at 4:07 PM
Subject: Flooring Price Ranges
To: <msawyer@southogdencity.gov>

Michael: It was good to meet you today. I'm going to give you some general ranges in this quote. **There will certainly be options that are more expensive than what I have listed, and there will be options that are less expensive than what I have listed. However, this will give you a good idea of where the best products for your needs will be. I'll try to lay out this quote in a concise & easy to read way.

"E.C.O." Room
Product Type: Carpet Tile

****Price Range: $4,900-$9,800**
Inclusions: Carpet Tile, Adhesive, Installation, Carpet Removal & Disposal
Exclusions: Furniture Moving

Hallway
Product Type: Broadloom Carpet
****Price Range: $700-$2,000**
Inclusions: Carpet, Adhesive, Installation, Carpet Removal & Disposal, Rubber Base For That Portion of The Hallway

3 Entry Ways
Product Type: "Walk-Off" Carpet
****Price Range: $1,000-$2,000**
Inclusions: Walk-Off Carpet, Adhesive, Installation, Carpet Removal & Disposal

Detective Break Room
Product Type: Broadloom Carpet
****Price Range: $500-$2,000**
Inclusions: Carpet Tile, Adhesive, Installation, Carpet & Rubber Base Removal & Disposal, New Rubber Base
Exclusions: Furniture Moving

TV Room
Product Type: Glue Down LVP
****Price Range: $3,500-$5,500**
Inclusions: LVP, Adhesive, Installation, Carpet & Rubber Base Removal & Disposal, New Rubber Base
Exclusions: Furniture Moving, Floor Prep (may not be needed)
(Not area with tile or the carpet beyond the fridge)

Barrett Van Dyke
Giant Carpet One Floor & Home

COMMERCIAL FLOORING

June 24, 2024

MICHAEL SAWYER
SOUTH OGDEN CITY
3950 ADAMS AVE
SOUTH OGDEN, UT 00000

Re: SOUTH OGDEN CITY BLDG AREAS
Bid # 400149
SOUTH OGDEN CITY BLDG AREAS

Dear MICHAEL:

Thank you for the opportunity to submit the following proposal for the above referenced project.

Scope of Work:

3 VESTIBULES (WALK OFF), 2 CONF ROOMS, DAY ROOM (LVT)

ROOM	SUPPLY AND INSTALL SHAW ARRANGE CARPET TILE OR = SHAW WELCOME II CARPET TILE (WALK OFF) SHAW TERRAIN II LVT 4" RUBBER COVE BASE W/ TOE	$15,140.00

36'X6' AND 8.5'X24' HALL AREAS

HALLS	SUPPLY AND INSTALL SHAW ARRANGE CARPET TILE OR = 4" RUBBER COVE BASE W/ TOE	$2,385.00

OPTIONAL – WALK OFF	BACK EMPLOYEE DOOR ENTRANCE SUBSTITUTE SHAW WELCOME II CARPET TILE	$400.00

Total Price $17,925.00

PRICE INCLUDES BASIC FLOOR PREP AND DEMO

Thank you,

Christal Stephens
Contract Sales
Wall 2 Wall Commercial Flooring - Ogden
christal@w2wcommercial.com 385-279-0888

* * *

I hope you find this proposal complete and to your satisfaction.
Please sign below to accept this proposal.

COMMERCIAL FLOORING

Re: SOUTH OGDEN CITY BLDG AREAS
Bid # 400149

_____

Authorized Signature Date

Resolution No. 24-28

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH W2W COMMERCIAL FLOORING FOR REPLACEMENT OF FLOORING IN VARIOUS AREAS OF CITY HALL, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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

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

WHEREAS, the City Council finds that construction on City Hall was begun 20 years ago; and,

WHEREAS, the City Council finds that in order to keep City Hall as a proud symbol of South Ogden City for generations to come it must be well maintained; and,

WHEREAS, the City Council finds that staff has recommended that certain maintenance take place at City Hall, including replacement of flooring in certain areas; and,

WHEREAS, the City Council finds that staff has followed the procedures of the South Ogden City Purchasing Policy and has found that W2W Commercial Flooring submitted the lowest bid for the needed purchase and installment of flooring; and,

WHEREAS, the City Council finds that W2W Commercial Flooring has the professional ability to provide for these services to meet the city's needs; and,

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

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

SECTION 2 - CONTRACT AUTHORIZED

That The "Contract Agreement" For Replacement of Flooring in Various Areas of City Hall, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The

Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

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

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 20th day of August, 2024, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 20th day of August, 2024.

SOUTH OGDEN CITY

_____

Russell L. Porter
Mayor

ATTEST:

_____

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 24-28

Resolution Of South Ogden City Approving An Agreement With W2w Commercial Flooring For Replacement Of Flooring In Various Areas Of City Hall, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

20 Aug 24

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **W2W Commercial Flooring** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

> City Hall Flooring – Replace flooring in various areas of City Hall as described in bid documents and associated Work as indicated in the contract documents.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Replace City Hall Flooring – Various Areas

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment*: The Work will be completed within **45** days following Notice to Proceed. If agreed to by both the OWNER and CONTRACTOR, this agreement may be extended for one additional year on the same terms and conditions as provided in the Contract Documents, with price adjustments for changes in materials and labor costs.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

TOTAL OF ALL UNIT: Seventeen Thousand, Nine Hundred Twenty Five and 00/100 Dollars **($17,925.00)**.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of **1%** per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;
2. General Conditions;

3. Supplementary Conditions;

4. Specifications as listed in the table of contents of the Project Manual;

5. Drawings as listed in the table of contents of the Project Manual;

6. Exhibits this Agreements;

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

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
C. There are no Contract Documents other than those listed above in this Article 9.
D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms:* Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____. 2024, (which is the Effective Date of the Agreement).

OWNER:	**CONTRACTOR:**
SOUTH OGDEN CITY CORPORATION	W2W Commercial Flooring
By:_____	By:_____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest:_____	Attest:_____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name:_____	Name:_____
Title:_____	Title:_____
Address:_____	Address:_____
Phone:_____	Address:_____

ORDINANCE NO. 24-07

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, VACATING A PORTION OF THE ALLEY BETWEEN PORTER AND JEFFERSON AND ACCESSED FROM 37TH STREET; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I - RECITALS

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

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

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

WHEREAS, the City Council finds that in conformance with UC §10-9a-609.5 it may pass an ordinance to vacate some or all of a public street or public utility easement within the city; and,

WHEREAS, the City Council finds that UC §10-9a-103(56) describes a public street as "a public right-of-way, including a public highway, public avenue, public boulevard, public parkway, public road, public lane, public alley, public viaduct, public subway, public tunnel, public bridge, public byway, other public transportation easement, or other public way"; and,

WHEREAS, the City Council finds that in conformance with UC §10-9a-609 & §10-9a- 609.5, a petition to vacate the remaining alley between Porter and Jefferson and accessed from 37th Street has been submitted; and

WHEREAS, the City Council finds that one of the property owners with land adjacent to the alley and named in the petition may lose the ability to access a garage on the property and therefore may be materially injured by the vacation; and,

WHEREAS, the City Council finds that to protect the garage access of the property owner adjacent to the alley by only vacating a portion of the alley indicated in the petition, namely the alley behind Weber County Parcel #05-099-0010 and #05-099-0013; and,

WHEREAS, the City Council finds that only vacating this portion of the alley will also

satisfy the petitioner; and

WHEREAS, the City Council finds that in conformance with UC §10-9a-609.5, that notice of the intention of the City Council to vacate this public street following a public hearing on the matter has been given as provided in the UC §10-9a-208, or other applicable statute or requirement; and,

WHEREAS, the City Council finds in conformance with UC §10-9a-609.5, that either or both of the following shall be recorded in the office of the recorder of Weber county: (a) a plat reflecting the vacation; or (b) a true and accurate copy of this ordinance

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

SECTION II - ALLEY VACATED

The Alley Located Between Porter and Jefferson and Accessed From 37th Street in South Ogden City, As Set Out In "**Attachment A"** Hereto Attached, And Incorporated By This Reference As If Set Out Fully, Should Be And The Same Is Vacated And Amended As Shown, And The Plat Thereto Authorized To Be Amended, Redrawn As Shown, And The Same To Be Filed With The Weber County Recorder.

Be it **further ordained,** that notwithstanding the city's vacation and relinquishment of the city's alley as described above, nothing herein shall be deemed or construed to act so as to diminish, restrict, or extinguish the right of way and easements otherwise existing appurtenant to this vacated easement, of any lot owner or the city, nor shall the franchise rights of any public utility be impaired thereby.

Be It **Also Ordained,** that the Foregoing Recitals are Incorporated Herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

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

SECTION VI - DATE OF EFFECT

This Ordinance shall be effective on the 20th day of August, 2024, and after publication or posting as required by law.

DATED this 20th day of August, 2024

SOUTH OGDEN CITY, a municipal corporation

by: _____

Russell Porter, Mayor

Attested and recorded

_____

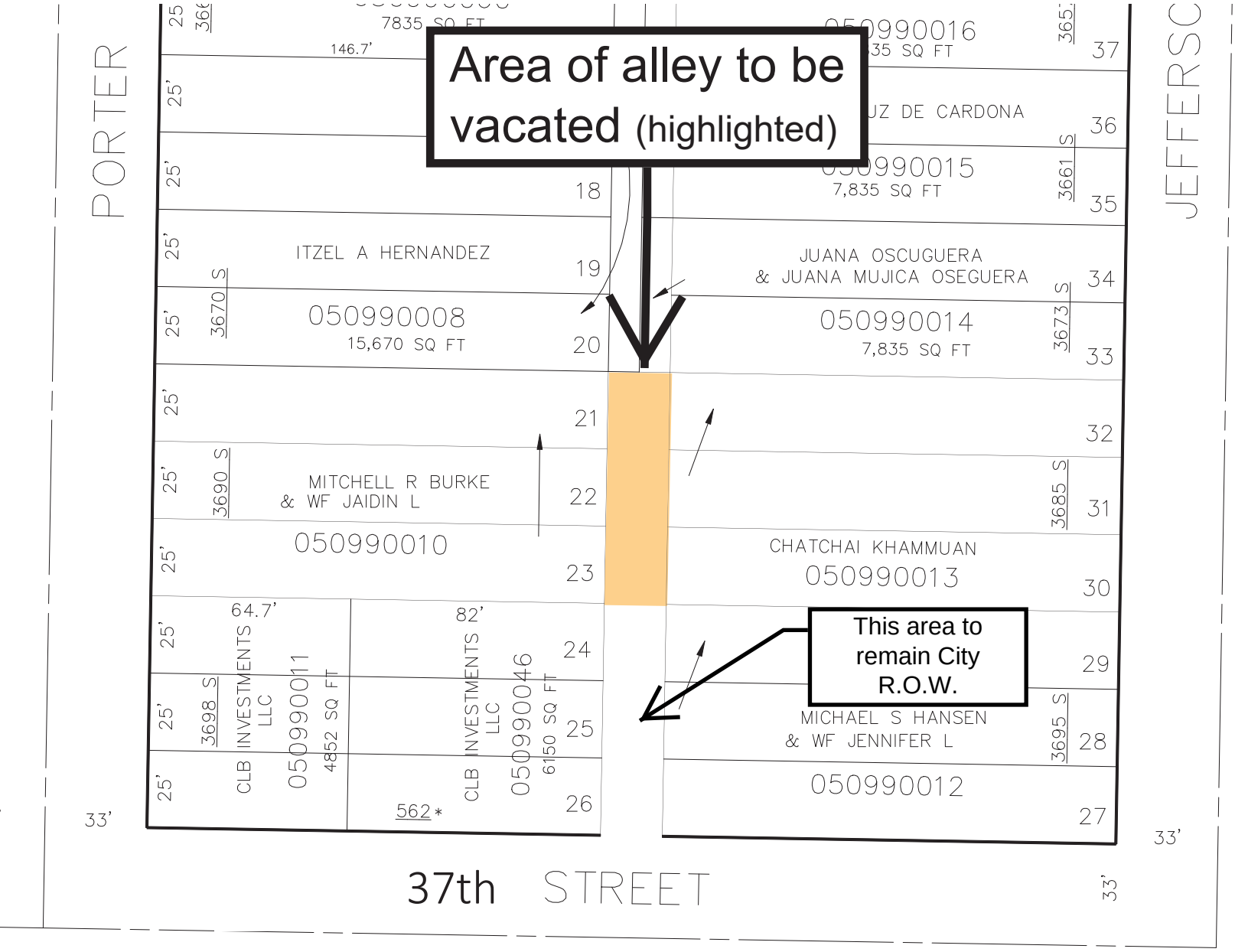
Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 24-07

An Ordinance Of South Ogden City, Utah, Vacating A Portion Of The Alley Between Porter And Jefferson And Accessed From 37th Street; And Establishing An Effective Date.

20 Aug 24


Area of alley to be vacated (highlighted)
This area to remain City R.O.W.
PORTER
JEFFERSC
37th STREET
7835 SQ FT
146.7'
050990016
35 SQ FT
UZ DE CARDONA
050990015
7,835 SQ FT
ITZEL A HERNANDEZ
JUANA OSCUGUERA
& JUANA MUJICA OSEGUERA
3670 S
050990008
15,670 SQ FT
050990014
7,835 SQ FT
3673 S
3661 S
MITCHELL R BURKE
& WF JAIDIN L
3690 S
050990010
3685 S
CHATCHAI KHAMMUAN
050990013
64.7'
82'
3698 S
CLB INVESTMENTS LLC
050990011
4852 SQ FT
CLB INVESTMENTS LLC
050990046
6150 SQ FT
MICHAEL S HANSEN
& WF JENNIFER L
3695 S
050990012
562*
33'
33'
33'

ORDINANCE NO. 24-08

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, ALLOWING AND REGULATING THE KEEPING OF CHICKENS IN THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I - RECITALS

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

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

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

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

WHEREAS, the City Council requested that the Planning Commission review and recommend a policy on whether or not to allow the keeping of chickens in South Ogden City; and,

WHEREAS, the Planning Commission heard the opinions of the residents of South Ogden City, studied the issues, and have now forwarded a positive recommendation to allow the keeping of chickens in the City; and

WHEREAS, the Planning Commission has also provided regulations for the keeping of chickens in the City; and,

WHEREAS, the City Council, in order to further the recommendation of the Planning Commission, now wishes to pass an ordinance to allow and regulate the keeping of chickens in South Ogden City;

NOW THEREFORE, BE IT ORDAINED by the City Council of South Ogden City that the City Code be amended.

SECTION II – CITY CODE AMENDED

Upon the adoption of this Ordinance, the various titles set out in **"Attachment A"**, are amended and adopted.

Be It **Also Ordained,** that the Foregoing Recitals are Incorporated Herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI - DATE OF EFFECT

This Ordinance shall be effective on the 20th day of August, 2024, and after publication or posting as required by law.

DATED this 20th day of August, 2024

SOUTH OGDEN CITY, a municipal corporation

by: _____

Russell Porter, Mayor

Attested and recorded

_____

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 24-08

An Ordinance Of South Ogden City, Utah, Allowing And Regulating The Keeping Of Chickens In The City; And Establishing An Effective Date.

20 Aug 24

4-1-2: Specific Nuisances

A. Animals Prohibited In The City: It shall be unlawful for any person to keep in the city:
   1. Fowl, including ~~chickens,~~ turkeys, ducks, geese, or pigeons;
      ~~1.~~a. Exception: Chickens are allowed in accordance with 10-14-24 of this code.
   2. Hogs or pigs;
   3. Goats;
   4. Sheep;
   5. Horses; and
   6. Cows.

10-14-6: Animals And Fowl

No area in the city is zoned for the keeping of farm animals or fowl. This includes, but is not limited to~~, chickens~~, turkeys, ducks, geese, pigeons, hogs, pigs, goats, sheep, horses, and cows. Exception: Chickens are allowed in accordance with 10-14-24 of this code.

Cats and dogs are allowed, but are restricted to two (2) dogs and/or three (3) cats per residence. Refer to subsection 5-1-13G of this code. (Ord. 17-23, 11-21-2017, eff. 11-21-2017; amd. Ord. 20-18, 7-7-2020)

10-14-24: Keeping Chickens in Residential Neighborhoods

The purpose of this section is to provide reasonable regulations for keeping chickens in residential areas of the city. Chickens (hens only, no roosters) may be kept on a lot of a single-family residence for the sole purpose of producing eggs according to the requirements that follow:

A. Lot Size: The maximum number of hens permitted is a function of the total residential lot size as indicated in the following chart:

Lot Size	Maximum Number of Chickens
4,000 to 6,000 square feet	Two (2)
6,001 – 10,000 square feet	Four (4)
10,0001– 12,000 square feet	Six (6)
12,000+ square feet	Eight (8)

B. Coops and Runs: Chickens are required to be kept in a coop and when outside of the coop they shall be confined to a run. The coop shall be a completely enclosed structure for housing, containing, and protecting the hens. The run shall be attached to the coop structure and enclosed on all sides including the top, allowing the hens to move around outside the chicken coop. Residential chickens are not permitted to roam freely outside of the coop or run.

1. The combined coop and run structure shall have a minimum floor size of four (4) square feet per chicken, shall not exceed a footprint of one hundred twenty (120) square feet, and shall not exceed an exterior height greater than seven feet (7'). The structure must be enclosed on all sides and secured with a rodent-proof ceiling and floor. The coop and run shall have adequate ventilation with access to light and air on more than one side.

2. Neither the coop nor run shall be constructed of scrap or dilapidated materials nor use tarps or other non-rigid materials for shading or roofing. Exterior finish materials for the coop shall be typical residential exterior materials except that openings may be covered in wire mesh or netting rather than glass.

3. Chicken coops are only permitted in fenced rear yards or fenced corner lot side yards. Coops shall be located a minimum of five (5) feet from all property lines, ten (10) feet from dwellings on the property, and twenty-five (25) feet from dwellings on adjacent lots.

C. Chicken feed shall be kept secure from rodents and other wildlife. Feed containers shall be made of rodent-and predator-proof materials. Spillage and leftover feed must be removed daily. Coops and runs are required to be kept clean and maintained to promote chicken health, mitigate odor, and limit the presence of rodents, insects, vermin, pests, and diseases.

D. The keeping of hens is solely for egg production for use at the applicant's residence. Chickens shall not be slaughtered on-site or used for meat. Eggs and/or fertilizer that are produced by the hens are not permitted to be sold.

E. Dead hens and rotting eggs must be removed within 24 hours. Chicken manure must be placed in compost containers or in airtight containers for off-site disposal. No open-air storage of manure or other by-products is permitted on the property.

F. Residents wanting to keep hens must apply for and receive an approved permit.

NOISE ORDINANCE EXEMPTION PERMIT APPLICATION

CONSTRUCTION SITE AND UTILITY PROJECTS

*** APPLICATIONS MUST BE RECEIVED AT LEAST TEN DAYS PRIOR TO EVENT.*

Application must include a map of event site showing adjacent properties

Please return completed application to the South Ogden City Recorder

lkapetanov@southogdencity.com

Project Manager: Lincoln Port			Today's Date: 8/14/2024
Company Name: UDOT Region 1	Company Address: 166 Southwell Street		
City: Ogden		State: UT	Zip code: 84404
Phone: 435-851-1613	Fax:	E-mail: lincoln@utah.gov	
Alternate Contact Name: Andy Kitchen	Cell Phone: 801-473-1261	E-mail: akitchen@civilscience.com	
Job Site address: SR-203 (Harrison Blvd) from US-89 to the North City Boundary Line			
Dates of Work (month/day/year): 6/1/2025 - 9/30/2025		Time(s) of work: 7pm to 7am	

Receive Permit Via:

Pick Up ☐ Fax ☐ Mail ☐ E-mail ☒

Description of work. List specific equipment, quantity and processes: -

Routine UDOT pavement preservation project, including edge milling and application of a thin bonded wearing course, manhole and valve collars. Equipment will include milling machine and haul trucks, paving machine and support vehicles, including trucks. The paving work will be completed over a period of roughly one to two months, within the dates of work shown above.

Explanation of why this work cannot be done during normal work hours: -

Pavement preservation projects require direct access to and impact to the driving surface. Harrison Boulevard has a heavy traffic component, so UDOT's typical approach is to complete this work at night to limit traffic impacts.

Describe steps that will be taken to minimize noise:

Sound reduction/mitigation procedures and best management practices may include specific contractor training, shorter duration time frames for night work, regular inspection for noise issues, reversing alarm alternatives, truck routing to avoid residential areas, avoiding the use of equipment that creates repetitive noise.

Additional information:

(1) Provide the notification letter to be sent to the property owners along with a map for those property owners that shall receive the letter. The minimum distance to impacted properties is a 300 foot radius around the project site. The City reserves the right to expand the area of impacted properties to receive a letter.

(2) Provide documentation on the decibels to be generated by the equipment if requested by the City.

(3) Provide a detailed schedule with dates work will be completed and the hours of anticipated work.

(4) Provide a project location map.

For Office Use Only:

Date Received:_____

Date Approved:_____

Signature:_____

South Ogden City
3950 Adams Ave., Ste. 1
South Ogden UT 84403
(801) 622-2709
email: lkapetanov@southogdencity.com

State Route 203

US-89 to SR-30

PAVEMENT PRESERVATION
by UDOT

Community Notice - Night Work

As part of the SR-203 (Harrison Boulevard) pavement preservation project for the Utah Department of Transportation, the contractor will be working during nighttime hours, beginning _____. This work is expected to conclude on

_____.

Nighttime work hours will be _____.

Nearby residents and businesses can expect increased noise, light, and vibration in the area during this time.

Thank you for your patience as we work to complete this important project.

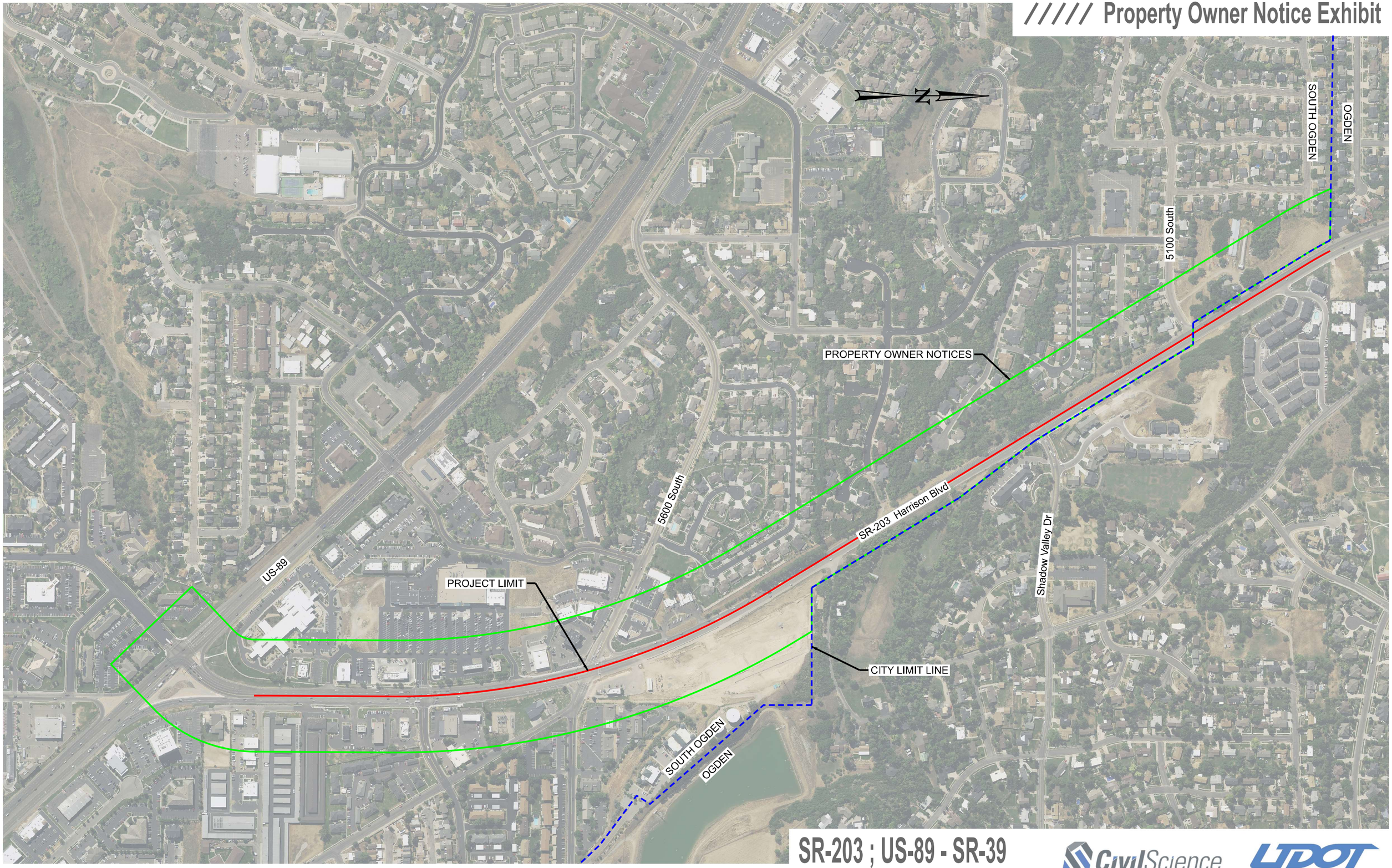
INSERT MAP HERE

HOTLINE 801-620-1600 **EMAIL** akitchen@civilscience.com

WEBSITE udotinput.utah.gov

UDOT Keeping Utah Moving

///// Property Owner Notice Exhibit



SR-203 ; US-89 - SR-39

PIN 16530 | F-0203(28)0

CivilScience Engineers | Surveyors | Solutions

UDOT Keeping Utah Moving

August 14, 2024

SR-203 (Harrison Boulevard) Pavement Preservation Project
Detailed Schedule

Construction Start Limitations:

- Contractor bidding and award – October 2024 timeframe.
- Contractor start work – after the contractor receives a notice of award, they are required to provide UDOT with a 14 calendar day notice stating their anticipated start of work date. Substantial completion has to be realized by September 30th, 2025. Per the project documents, the contractor should finish the project within a calendar day window of 100 to 130 days.
- The night work required will only be for select dates to complete milling and pavement overlay required within the roadway.
- The contractor will be awarded incentives for early completion.

Contractor Limitations and Impact on Schedule will include the following:

A. <u>Lane Closures.</u> Conduct work to minimize lane closures. When lane closures are necessary, do not delay any vehicle for more than fifteen minutes. Adjust flagging/pilot car operations and closure lengths as needed to meet this requirement. Adjust traffic control as needed to accommodate fluctuations in traffic. Maintain traffic lanes as follows:

1. Maintain 2-way traffic at all times (one lane, two-way flagging operation permitted).
2. Maintain at least one 11 ft lane in each direction (Peak hours defined in the table below in this paragraph).
3. Maintain the existing number of lanes and turn lanes during the times listed in the table below in this paragraph.
4. Lane closures in violation to this paragraph will have a disincentive of $2,000 per violation assessed to the Contractor. When the violation exceeds 15 minutes, an additional $1,000 will be assessed every 15 minutes until traffic is restored to the required number of lanes.
5. Left turn lanes may be closed between 10:00 pm and 6:00 am at signalized intersections.
6. Non-signalized right turn lanes may be closed between 9:00 am and 3:00 pm, and during non-peak hours.
7. Signalized right turn lanes may be closed during non-peak hours.
8. Maintain property and/or business access throughout the duration of the construction. Provide written notification to affected parties at least 48 hours in advance of closing an access. Notify affected parties of the construction operation, expected closure time, and anticipated opening time.
9. Coordinate with and maintain all school bus routes in the area during construction.

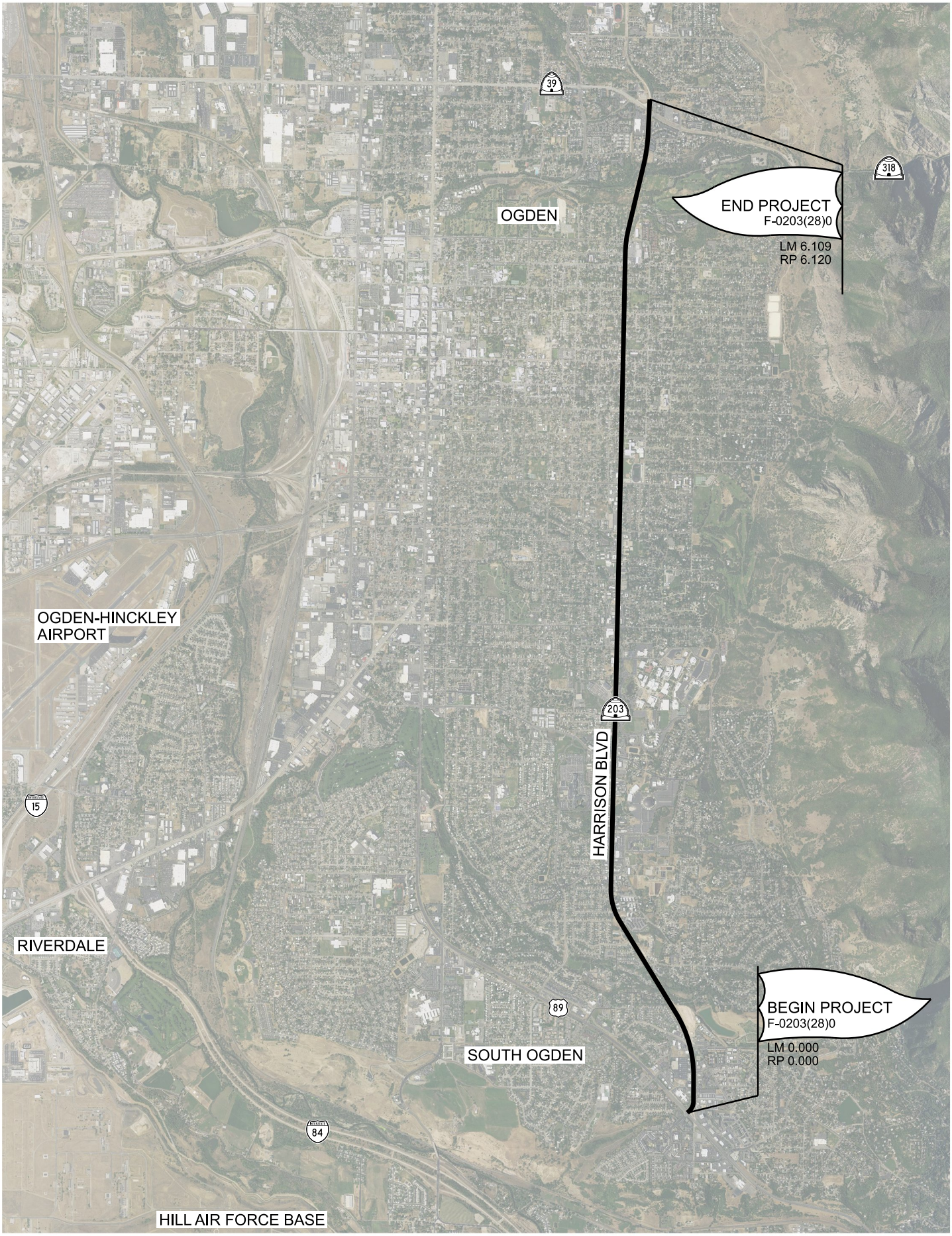
Peak Hours					
		Mon-Thurs	**Friday**	**Saturday**	**Sunday**
US-89 to 3850 South	**NB**	7:00 AM to 7:00 PM	7:00 AM to 7:00 PM	9:00 AM to 7:00 PM	11:00 AM to 7:00 PM
	SB	6:00 AM to 7:00 PM	6:00 AM to 9:00 PM	9:00 AM to 8:00 PM	11:00 AM to 9:00 PM
31st St to 25th St	**NB**	10:00 AM to 8:00 PM	10:00 AM to 8:00 PM	9:00 AM to 7:00 PM	11:00 AM to 4:00 PM
	SB	6:00 AM to 7:00 PM	7:00 AM to 7:00 PM	9:00 AM to 7:00 PM	11:00 AM to 5:00 PM
25th St to SR-39 (12th St)	**NB**	7:00 AM to 7:00 PM	8:00 AM to 7:00 PM	8:00 AM to 7:00 PM	10:00 AM to 9:00 PM
	SB	7:00 AM to 7:00 PM	8:00 AM to 9:00 PM	8:00 AM to 8:00 PM	10:00 AM to 9:00 PM

B. Provide at least two Variable Message Signs (VMS) 6 calendar days prior to beginning work and available for use during construction. Replace any partial or non-functioning VMS at no cost to the department. Messages must reflect current project conditions and properly advise motorists of construction activities and impacts. The cost of the VMS is to be included in the traffic control item. Relocate the VMS as directed by the Engineer and/or to accommodate traffic queuing at no additional cost. Warning signs must precede the queuing traffic at all times and be close enough to the work zone to maintain relevance.

C. Notify the public and businesses within the anticipated work zone, at least 72 hours prior to lane closures.

D. <u>Additional Work Limitations for Holidays/Events.</u>
Do not perform any work without written approval for the following times and dates:

1. Weber State Graduation: Friday, April 25th through Saturday, April 26th.
2. Ogden High School Graduation: Coordinate with school to verify dates and impacts. Limitation will be the day of graduation.
3. Ogden Marathon: Saturday, May 17th.
4. Memorial Day: noon on Friday, May 23rd through Monday, May 26th.
5. Independence Day: noon on Thursday, July 3rd through Friday, July 4th.
6. Pioneer Day: Thursday, July 24th.
7. Labor Day: noon on Friday August 29th through Monday September 1st.



16530_EXHIBIT_LOCATION_MAP.dgn

PIN: 16530

08/14/24

PIN: 16530 PROJECT NO. F-0203(28)0	SR-203; US-89 - SR-39 PROJECT LOCATION MAP	SHEET NO. EXHIBIT MAP-1