



CITY COUNCIL MEETING

OCTOBER 08, 2024 AT 6:00 PM

515 E 2600 N | NORTH OGDEN, UT 84414

AGENDA

PUBLIC CAN ATTEND:

In-person OR: Click the link to join the Webinar: <https://us02web.zoom.us/j/82849191590>

Webinar ID: 28 4919 1590

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

YouTube: <https://www.youtube.com/@northogdencity7620>

Welcome: Mayor Berube

Invocation/Thought & Pledge of Allegiance: Council Member Watson

CONSENT AGENDA

1. Call for Conflict of Interest Disclosure

ACTIVE AGENDA

2. Public Comments*
3. Discussion and/or action for the Acquisition of Weber County Surplus Property, Parcel 16-049-0130
Presenter: Community and Economic Development Director Scott Hess
4. Discussion and/or action to approve the Agreement for the Production of Newsies at the Barker Park Amphitheater in the Summer of 2025
Presenter: City Manager/Attorney Jon Call
5. Discussion and/or action to approve the City Code Amendment for Alcohol Beverage Sales
Presenter: City Manager/Attorney Jon Call
6. Council Department Reports
 - a. Council Member Delpias – Police Department
 - b. Council Member Cevering – Building and Planning Departments
 - c. Council Member Barker – Parks Department
7. Public Comments*
8. Mayor/Council/Staff Comments
9. Adjournment

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda were posted within the North Ogden City limits on this 3rd day of October 2024 at North Ogden City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website at <https://www.utah.gov/pmn/>, and at <http://www.northogdencity.com>. The 2024 meeting schedule was posted on 12/13/2024.
Rian Santoro, North Ogden City Recorder.

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

Public Comments/Questions

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



NORTH OGDEN CITY

SETTLED 1851

Staff Report to the North Ogden City Council

SYNOPSIS / APPLICATION INFORMATION

Application Request: Consideration of property purchase by North Ogden City for a parcel owned by Weber County.

Agenda Date: October 8, 2024

Applicant: North Ogden Planning Department

File Number: CPP 2024-02

PUBLIC NOTICE:

Mailed Notice: N/A

Newspaper: N/A

City Website: October 3, 2024

PROPERTY INFORMATION

Address: Approximately 3220 N. Mountain Road (hillside parcel north and east of homes facing Mountain Road)

Parcel ID: 16-040-0130

STAFF INFORMATION

Scott Hess
shess@nogden.org
 801-737-9841

BACKGROUND

Weber County Project Coordinator, Scott Mendoza, has been working with City Staff since the beginning of 2024 regarding the sale of parcel 16-040-0130. The County would like to sell the property to the City for the sum of \$12,527.96 in order to utilize the property as a future open space/park. A Draft Interlocal Agreement is attached (see Exhibit A).

City Council heard this item in public meeting on March 12, 2024. The Council provided feedback on the terms of the sale and directed City Staff to review the parcel and bring back a recommendation on purchase depending on the viability of the property. The Council recommended that the timeframe for developing a Restroom on the property be extended to 10 years. The Interlocal Agreement has been redlined to show that, and will be sent back to Weber County for their consideration should the City Council decide to purchase the property. City Staff including Public Works, Parks, Engineering, and Planning have reviewed the parcel on site, and have determined that there is a viable public use of the property. The future use of the property includes improved hillside open space, and access to a North Ogden City water line.

Staff is asking the City Council to consider the property purchase and determine whether it is the public's best interest to purchase this parcel. The funds for this purchase are recommended to come from the Capital Improvement Fund (CIP) GL# 40-40-118 – Purchase Park Property – which has \$13,000 allocated in this budget year.

RECOMMENDATION

Staff recommends the City Council purchase parcel 16-040-0130 for the development and dedication of a future right-of-way for the purchase price of \$12,527.96.

EXHIBITS

- A. Interlocal Cooperation Agreement Property Purchase Parcel 16-049-0130

AREA MAP



[illegible]

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INTERLOCAL COOPERATION AGREEMENT

Between

WEBER COUNTY and
NORTH OGDEN CITY

For

DEVELOPMENT OF A PUBLIC PARK

This Agreement is between Weber County (“County”), a political subdivision of the State of Utah, and North Ogden City (“City”), a political subdivision of the State of Utah. The County and the City are sometimes referred to herein as a “Party” or collectively as the “Parties.” The intent of this Agreement is to describe and define the Parties’ cooperative efforts to develop a public park near the North Ogden Canyon road in North Ogden.

RECITALS

WHEREAS, the County owns a parcel of real property in North Ogden identified as Weber County Parcel #16-049-0130 (the “Property”), which is more particularly described in Exhibit A; and

WHEREAS, the County acquired the Property through a tax sale in 2012; and

WHEREAS, the delinquent tax amount was \$12,527.96; and

WHEREAS, the market value of the Property is significantly higher than \$12,527.96; and

WHEREAS, the County has no intended use for the Property and has declared it as surplus; and

WHEREAS, the City approached the County about the possibility of acquiring the Property so that the City could develop a public park on the Property; and

WHEREAS, residents of the City, as well as residents of unincorporated parts of the County and other cities within the County, would benefit from the development of a public park on the Property, which would increase recreational opportunities for them; and

WHEREAS, the development of a park on the Property is in the best interest of the residents of the City and the County, and it will contribute positively to their health and welfare; and

WHEREAS, both cities and counties are authorized by law to provide public parks, but the County, consistent with its existing practice and priorities, does not desire to use its resources to develop or operate a park on the Property; and

WHEREAS, Title 11, Chapter 13 of the Utah Code, the Interlocal Cooperation Act (the “Act”), authorizes public agencies to enter into interlocal cooperation agreements for joint or cooperative undertakings involving services that they are each authorized by law to provide; and

WHEREAS, a primary purpose of the Act, as stated in section 11-13-102, is “to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities” in ways that benefit local communities; and

WHEREAS, section 11-13-211 of the Act authorizes a public entity entering into an agreement under the Act to “sell, lease, give, or otherwise supply tangible and intangible property to the joint or cooperative undertaking”; and

WHEREAS, if the County sells the Property to the City at less than fair market value, for the development of a park, the City is willing to take on all other costs and responsibilities associated with the development, operation, and ownership of the park; and

WHEREAS, the County desires to collect the delinquent tax amount of \$12,527.96, to enable payment to the taxing entities that have an interest in the unpaid taxes; and

WHEREAS, the Parties have determined that this cooperative undertaking is to their mutual advantage and will benefit their residents, and that it is authorized by the Act;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The foregoing recitals are adopted by reference as part of this Agreement.
2. The County agrees to sell the Property to the City for \$12,527.96, subject to the other provisions of this Agreement.
3. The City agrees to construct a city park on the Property and open it to public use within five years after the date the County executes the deed to the Property. **With an option for an additional five years of time to complete the improvements.** The park shall include, at a minimum, restroom facilities and a drinking fountain.

4. The City agrees to ensure that it, or another public entity, continues to use and maintain the Property as a public park during the 20-year period after the park is opened to public use.
5. The City shall provide adequate public access to the park and shall ensure that water and other necessary utilities are provided and maintained for the park. The restrooms and drinking fountain may be closed and turned off seasonally, on the same schedule as other parks operated by the City.
6. Selling the Property to the City, at a price significantly lower than market value, will be the County's only contribution to this cooperative undertaking. All other costs and responsibilities associated with the development, operation, and ownership of the park will be the City's responsibility.
7. The County does not warrant or guarantee that the Property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the Property. By signing this Agreement, the City represents that it is satisfied with the status of the title to the Property, and the City hereby releases the County from all liability related to title issues regarding the Property.
8. The County shall convey the Property to the City by quit claim deed, subject to the reversionary interest described in the following paragraph, upon receipt of the full purchase price.
9. Conditions of Conveyance
 - a. The conveyance of the Property will be effective as long as both of the following conditions are satisfied:
 - i. The City constructs a city park, including restroom facilities and a drinking fountain, on the Property and opens it to public use within five years after the date the County executes the deed; and
 - ii. The City, or another public entity, continues to use and maintain the Property as a public park during the 20-year period after the park is opened to public use.
 - b. If either of the two conditions in paragraph 9.a. is violated, then the ownership of the Property will automatically revert to the County, with no requirement of re-entry by the County.
 - i. If ownership reverts to the County, then the City shall execute and deliver a mutually acceptable document confirming the termination of the City's ownership interest in the Property, and shall consent to that document being recorded.
 - ii. If the City fails to deliver the document described in paragraph 9.b.i., then the County may, on its own, record a document confirming the termination of the City's interest in the Property.

- c. If both of the conditions in paragraph 9.a. are satisfied, then the County's reversionary interest will automatically terminate 20 years after the date the park is opened to public use.
 - i. If the County's ownership interest terminates, then the County shall execute and deliver a mutually acceptable document confirming the termination of the County's ownership interest in the Property, and shall consent to that document being recorded.
 - ii. If the County fails to deliver the document described in paragraph 9.c.i., then the City may, on its own, record a document confirming the termination of the County's interest in the Property.
10. The County shall have no liability related to the construction and operation of the park. The City shall indemnify and hold harmless the County and its officers, agents, employees, and permitted assigns from and against any and all claims, losses, liabilities, and costs (including attorney's fees) arising as a result of the construction and operation of the park pursuant to this Agreement. Neither Party waives any protection it may have under the Governmental Immunity Act of Utah.
11. This Agreement establishes a cooperative undertaking, but not a joint venture, between the Parties. Neither Party shall serve as the legal representative or agent of the other Party for any purpose. Neither Party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other Party. Neither Party shall have any obligation with respect to the other Party's debts or other liabilities.
12. Each Party will be responsible for maintaining its own financial budget for its participation in this Agreement. There will be no joint budget.
13. This Agreement shall become effective upon (a) its approval and execution by each Party; and (b) the filing of an executed copy of this Agreement with the keeper of records of each Party.
14. Duration of Agreement.
 - a. The Parties may mutually agree to terminate this Agreement at any time. If this happens, the Property will be disposed of in accordance with the terms of the County's conveyance of the Property to the City, as described in paragraph 9 above.
 - b. Otherwise, this Agreement shall remain in effect until either (1) the County's reversionary interest in the Property has terminated due to the City's compliance with the terms of the conveyance, or (2) the ownership of the Property has reverted to the County due to the City's failure to comply with the terms of the conveyance.

- c. The indemnification obligations of this Agreement shall survive termination of the Agreement.
15. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.
16. To comply with the Act (sections 11-13-206 and 11-13-207), the City appoints its [REDACTED] as its administrator for all matters relating to the City's participation in this Agreement. The County appoints its Community Development director as its administrator for all matters relating to the County's participation in this Agreement. A Party may change the designation of its administrator by providing written notice to the other Party. To the extent that any joint administration of this Agreement becomes necessary, the Parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each Party shall have an equal vote in any decision. However, unless otherwise specified in this Agreement, each Party shall have full authority to act on its own, without coordination with the other Party, in fulfilling its own independent obligations under this Agreement.
17. No separate legal entity is created by this Agreement. There shall be no joint acquisition or joint ownership of property, real or otherwise.
18. The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.
19. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If an ambiguity or question of intent or interpretation arises, there shall be no presumption in favor of either party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, unless the invalidation of the provision materially alters this Agreement. If the invalidation of the provision materially alters the Agreement, the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties.
20. This Agreement sets forth the entire understanding of the Parties. All prior negotiations, understandings, representations, inducements, and agreements, whether oral or written, and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be of no force or effect. No amendment to this Agreement shall be valid or binding unless in writing and signed by both Parties.
21. Each individual signing this Agreement on behalf of a Party hereby represents and warrants, through his or her signature, that he or she is authorized to bind the Party.

22. In satisfaction of additional requirements of the Act, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted, by resolution, by the legislative bodies of the City and the County, in accordance with section 11-13-202.5 of the Act.
 - b. This Agreement shall be reviewed by a duly authorized attorney on behalf of each Party, in accordance with section 11-13-202.5(3) of the Act.
 - c. A duly executed copy of this Agreement shall be filed promptly with the keeper of records of each Party, pursuant to section 11-13-209 of the Act.
 - d. Promptly after execution of this Agreement by the Parties, each Party shall publish notice regarding this Agreement pursuant to section 11-13-219 of the Act.

Both Parties hereby agree to the conditions of this agreement.

NORTH OGDEN CITY

BY: _____ DATED: _____
S. Neal Berube
North Ogden City Mayor

Approved: _____
City Attorney

WEBER COUNTY

BY: _____ DATED: _____
James H. "Jim" Harvey
County Commission Chair

Attest: _____ DATED: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved: _____
Deputy County Attorney

EXHIBIT A

Parcel Tax ID#16-049-0130

PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 27, LOCATED SOUTH 89D17'22" EAST ALONG SAID NORTH LINE 1357.51 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE SOUTH 89D17'22" EAST ALONG SAID NORTH LINE 646.36 FEET; THENCE SOUTH 379.70 FEET; THENCE WEST 149.60 FEET; THENCE SOUTH 86.41 FEET; THENCE NORTH 47D21'39" WEST 512.09 FEET; THENCE SOUTH 42D38'21" WEST 135 FEET, THENCE NORTH 47D21'39" WEST 13.24 FEET, THENCE NORTH 1D20' EAST 217.34 FEET TO THE POINT OF BEGINNING. EXCEPT: PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BETTER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 27, SAID POINT ALSO BEING SOUTH 88D55'28" EAST (SOUTH 89D17'22" EAST DEED) 1357.51 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27, BASIS OF BEARING BEING THAT OF SOUTH 00D51'54" WEST (NAD"83 STATE PLANE GRID) BETWEEN THE SAID NORTHWEST CONRER OF SECTION 27 AND RUNNING THENCE SOUTH 36D46'10" EAST 159.23 FEET TO THE MOST NORTHERLY CORNER OF LOT 20 OF THE NORTHCREST PHASE 2 SUBDIVISION, SAID SUBDIVISION HAVING BEEN RECORDED IN MAY 1987 IN THE WEBER COUNTY RECORDER'S OFFICE AS BOOK 29 PAGE 34, THENCE SOUTH 43D00'15" WEST 135.00 FEET ALONG THE WEST LINE OF SAID LOT 20 TO THE NORTHERLY RIGHTOF WAY LINE OF MOUNTAIN ROAD, THENCE NORTH 46D59'45" WEST13.24 FEET ALONG SAID RIGHT OF WAY LINE, THENCE NORTH 01D41'54" EAST 217.34 FEET TO THE POINT OF BEGINNIG. CONTAINS 11658.5 SQUARE FEET OR 0.268 ACRES.



Staff Report to the North Ogden City Council

SYNOPSIS

Description: We have been approached by Broadway on the Side, a local non-profit group, about having them sponsor the community theater program by partnering with the city to allow for free use of the facility and a share back of any profits made on the program.

Date: August 29, 2024

STAFF INFORMATION

Jon Call
jcall@nogden.org
801-737-9846

QUESTION FOR COUNCIL

Is the city open to partnering with an organization to take the lead on putting on community plays?

STAFF RECOMMENDATION

Staff recommends the city try this model for one year to reduce the financial risk to the city on putting on these types of community events.

DISCUSSION

Broadway on the side is proposing that they hold one or two programs next year. Their proposal is that the City allow them to use the facility for three weeks at no charge. One week of rehearsals, and two weeks of performances on Thursday, Friday and Saturday each week. At the conclusion of the event they would look at ticket sales and the city and Broadway on the Side would split the profits. We have had several discussions with them, but really need to lean on the council to make a decision about whether this type of a partnership should move forward. Their group needs to select the plays they would like to consider and get the rights tied up for next summer so they will need some clear guidance from the city sooner as opposed to later.

PROFIT SHARING AGREEMENT

RE Use of Barker Park Amphitheater

(Page 1 of 5)

Item4.

This Profit Sharing Agreement is between **Broadway On The Side**, (hereinafter referred to as "Party A"), residing at **2637 N Washington Blvd #126, North Ogden, UT 84414** and **North Ogden City**, (hereinafter referred to as "Party B"); each Party shall be entitled to **50.00%** net profit.

This Profit Sharing Agreement is made on **October 15, 2024** and cites the purpose of both the Parties coming together with the common goal of doing the business of **Broadway At The Amph's Production of NEWSIES** (hereinafter referred to as "Business") located at **Barker Park, 2375 Fruitland Dr, North Ogden, UT 84414**.

Both the Parties are strongly advised to carefully read all the terms and conditions of this Agreement, as these define the rules and regulations of the Business for both the Parties.

Terms and Conditions

The Parties hereby agree to the following terms and conditions that shall define and govern the relevant aspects of this Profit Sharing Agreement.

1. Purpose

The prime purpose of this Profit Sharing Agreement is to set the guidelines and describe a method to share the Business revenues among the Parties, that are fair, workable, and acceptable to both the Parties in regards to the following:

Series:	Broadway At The Amph (BATA)		
Production:	NEWSIES		
Location:	Barker Park Amphitheater		
Performance Times:	6:00 PM	Pre-Show Entertainment	
	7:00 PM	Curtain (aka show begins)	
Performance Dates:	Thursday, July 24, 2025		
	Friday, July 25, 2025		

Saturday, July 26, 2025
Thursday, July 31, 2025
Friday, August 2, 2025
Saturday, August 2, 2025

(Allowing a provision to extend through August 9, 2025 if the city and/or community so desires.)

2. Term

This Profit Sharing Agreement shall commence upon the date of this signed and dated contract and shall remain in full force and effect until the completion date (Saturday, August 9, 2025) of the prescribed event(s) and/or activities. A week after the completion date, Saturday, August 16, 2025, this Agreement will conclude.

A new agreement for future event(s) and/or activities may be entered into at any time but shall not supersede or cause any interference to the existing Agreement.

3. Responsibilities

Both the Parties are hereby responsible to ensure and perform the following duties:

- 1) Maintenance of coordination and other prospecting duties with regard to each other; and
- 2) Timely completion of paperwork as required for the smooth working of the business; and
- 3) Performance of all duties and services that may be assigned by either of the Parties to accomplish the aims of this Agreement in the time, place, and manner deemed appropriate by the mutual consent of the Parties.

Party A that is, Broadway On The Side is hereby responsible for the following:

- 1) Covering any upfront costs associated with the organization and execution of the agreed upon theatrical production including but not limited to:
 - a) MTI Contract for NEWSIES: \$900 - basic rental; \$3,480 - royalties (\$580 per performance); \$400 - security fee; \$750 - performance tracks
 - b) Costuming: staffing, creation, and possible rental fees
 - c) Set Design & Construction: staffing, creation, and possible rental fees;
 - d) Technical Design and Operation: staffing, creation, and possible rental fees; and

- 2) Advertising of pre-audition training, auditions, and performances through Party A's website and social media platforms as well as execution and completion of the aforementioned activities; and
- 3) Seeking out sponsorships and other funding opportunities; and
- 4) Coordinating volunteers for the production including but not limited to performances and rehearsals.

Party B that is, North Ogden City is hereby responsible for the following:

- 1) Providing use and access of the Barker Park Amphitheater for the duration of the project upon completion of a rental and use agreement for \$0.00; and
- 2) Prioritizing the use of the Barker Park Amphitheater for Party A that is, Broadway On The Side from Saturday, July 12, 2025 - August 9, 2025 for rehearsal, set build, performance of the production, and set take down; and
 - a) The priority for Party A shall not limit the ability to rent the facility for other activities or city sponsored events, except during the dates of Monday July 21, 2025 to Saturday August 2, 2025 where Party A shall have exclusive rights to the facility.
- 3) Allowing any reasonably requested scheduling of the Barker Park Amphitheater prior to Saturday, 12, 2025 and will not bar the scheduling of said location without reasonable cause; and
- 4) Seeking out sponsorships and other funding opportunities to offset expenses and maximize potential profit sharing.

4. Profit Sharing

In consideration of the duties performed by both Parties, Party A that is, **Broadway On The Side** shall be entitled to **50.00%** of the net profits earned from the Business.

In consideration of the duties performed by both Parties, Party B that is, **North Ogden City** shall be entitled to **50.00%** of the net profits earned from the Business.

"Net profits" shall be deemed to be calculated by the revenue generated by ticket sales less any expenses incurred by the Business paid on behalf of either party including but not limited to the Responsibilities listed in section 4. Expenses offset by donations and sponsorships will not be considered in the calculation of expenses against net profits. Party B shall not be responsible for any payment should the production fail to generate a profit.

5. Payouts

No payouts shall be given until the balance of expenses related to the production of NEWSIES at the Barker Park Amphitheater is paid in full. Once this is completed, Broadway On The Side will issue a report for North

Ogden to review prior to receiving their share of the profits. Once approved by both Parties, Broadway On The Side will issue a cashier's check to North Ogden City for the approved amount.

6. Independent Parties

Both the Parties hereby agree that neither of Parties works under the other, that is, the Parties shall be considered Independent Parties and not the agents or employees of the other Party. Neither of the Parties shall have the authority to make any such statements, representations or commitments, nor to take any action which shall be binding or offending the other Party, except as may be expressly provided or authorized in writing.

7. Confidentiality

Neither Parties involved in this Profit Sharing Agreement shall, in any manner, either directly or indirectly :

Disclose or communicate to a third party any information relating to the Business of the Parties including but not limited to customer lists, price points, marketing plans (the "Confidential Information"), yearly revenues, or any other private information.

Duplicate any kind of Confidential Information.

Use any of the Confidential Information other than solely for the benefit of the Business.

8. Termination

Neither Party shall have the right to terminate this Agreement at any other time unless such termination is mutually agreed upon by both the parties. The profit sharing among the Parties shall terminate upon the conclusion of this Agreement.

9. Arbitration

In the event of any dispute arising in and out of this Agreement between the Parties, the Parties agree to resolve the dispute by Arbitration. The Arbitrators' decision shall be final and will be binding on both the Parties.

10. Miscellaneous

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the **State of Utah** without regard to conflict of law principles.

Force Majeure: Neither of the Parties shall be liable for any failure in performance of any obligation under this Agreement due to causes beyond that Partner's reasonable control (including and not limited to any pandemic, fire, strike, act, or order of public authority and other acts of God) during the pendency of such event.

Entirety: This Profit Sharing Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

Modification: No modification of this **Profit Sharing Agreement** shall be made unless in writing, signed by both Parties.

Acceptance and Signature

IN WITNESS WHEREOF, the Parties hereto have executed, accepted, and agreed to this Profit Sharing Agreement, by their respective duly authorized officers, as on the day and year set forth below:

BROADWAY ON THE SIDE, INC.

NORTH OGDEN CITY

By _____
(signature)

By _____
(signature)

Name: Megan M. Nelson

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____



Staff Report to the North Ogden City Council

SYNOPSIS

Description: The state changed their definition of what constitutes a beer under the Utah Alcoholic Beverage Control Act so the city needs to update it's definition.

Date: Oct. 2, 2024

STAFF INFORMATION

Jon Call
jcall@nogden.org
801-737-9846

QUESTION FOR COUNCIL

Does the Council agree with the proposed language change.

STAFF RECOMMENDATION

Staff recommends the council adopt this code language change.

DISCUSSION

The amendment being proposed is changing from the City trying to copy the long descriptive language in state code to simply referencing that "beer" means the same as defined by the Utah State Code. This change will help us avoid confusion on further updates to the state code.

ORDINANCE 2024-19**AN ORDINANCE AMENDING TITLE 4 CHAPTER 2 REGULATING ALCOHOLIC BEVERAGES**

WHEREAS: North Ogden City has rules and regulations related to the sales of alcoholic beverages; and

WHEREAS: the state has recently updated its definition of beer and other alcohols; and

WHEREAS: the City wants to comply with state laws; and

WHEREAS: the following changes are suggested to keep the ordinance in compliance with the State code.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of North Ogden City by authority of Utah Code amend the North Ogden City Title 4 Chapter 2: Alcoholic Beverages.

SECTION 1: The North Ogden Code Title 4 Chapter 2 Section 1: Definitions - The definition for "BEER" shall be amended to read:

BEER: Shall be defined as that term is defined in the Utah Alcoholic Beverage Control Act.

SECTION 2: No other amendments are made to Title 4 Chapter 2 Section 1: Definitions

SECTION 3: This ordinance shall take immediate effect.

PASSED and ADOPTED this ____th day of **2024.**

North Ogden City:

S. Neal Berube
North Ogden City Mayor

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay
Council Member Barker:	_____	_____
Council Member Cevering:	_____	_____
Council Member Dalpiaz:	_____	_____
Council Member Pulver:	_____	_____
Council Member Watson:	_____	_____

(In event of a tie vote of the Council):

Mayor Berube	_____	_____
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ATTEST:

Rian Santoro
City Recorder