

NOTICE AND AGENDA

SOUTH OGDEN CITY COUNCIL MEETING

Tuesday, August 19, 2014 – 6:00 p.m.

Notice is hereby given that the South Ogden City Council will hold their regular City Council Meeting, Tuesday, August 19, 2014, beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the council may be joining the meeting electronically.

I. OPENING CEREMONY

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

II. PUBLIC COMMENTS – This is an opportunity for the public to address Council Members regarding issues or concerns that are not on the agenda for public discussion.

Please limit your comments to three minutes. No action can or will be taken on comments.

III. RECOGNITION OF SCOUTS/STUDENTS

IV. CONSENT AGENDA

- A. Approval of August 5, 2014 Council Minutes
- B. Approval of Bid Award to M&M Asphalt for Road Crack Sealing
- C. Set Date For Public Hearing (October 21, 2014 at 6 pm or as soon as the agenda permits) To Receive and Consider Comments on the Intent of South Ogden to Adjust Its Boundary With Ogden City

V. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 14-21** – Approving an Interlocal Agreement With Weber County for Recycling Incentives
- B. Consideration of **Resolution 14-22** – Declaring the Intent of South Ogden City to Adjust Its Boundary With Ogden City
- C. Consideration of **Resolution 14-23** – Ratifying the Submission of RAMP Grant Agreements
- D. Discussion on Capital Outlay

VI. DEPARTMENT DIRECTOR REPORTS

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

VII. REPORTS

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

VIII. ADJOURN

Posted and emailed to the State of Utah Website [August 15, 2014](#)

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on August 15, 2014. Copies were also delivered to each member of the governing body.



Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.

FINAL ACTION MAY BE TAKEN ON ANY ITEM ON THIS AGENDA

City Council Staff Report



Subject: Crack Sealing
Author: Jon Andersen
Department: Public Works
Date: August 19, 2014

Recommendation

City Staff is recommending that bid be awarded to M&M Asphalt Services Inc. The bid process was completed through Bid Sync and M&M Asphalt Services Inc. was the lowest bidder.

Background

The Mayor & City Council passed the 2014-2015 budget and transferred \$1,375,000.00 from various Enterprise funds. The transfer from the Enterprise funds were to continue improving the City roads through rebuilds, overlays, chip/slurry seals, and crack sealing. This bid award is for crack sealing so next spring construction season, the roads will be chip or slurry sealed and some just need the crack sealing completed. City staff recommended that a portion of the transfer money be used for crack sealing. City staff came up with the attached list of 14 roads based on last year's bid numbers that would meet the budget. The bids came in lower than expected but with a qualified company to complete the crack sealing.

Analysis

In doing some research, City staff found that it was best to bid it out per road rather than bidding as per linear foot. The bid was done per road (10) with a running total. City staff estimated that the 14 streets would reach the goal of spending \$50,000 on crack seal. Bids came in at a very good rate, a lot lower than estimated. We had three qualified companies' bid.

M&M Asphalt Services Inc.	\$37,515.00
Top Job Asphalt	\$45,419.00
Bonneville Asphalt repair	\$142,920.00

Significant Impacts

There will be no impacts to the budget. The money has been budgeted for from the transfer of enterprise funds.

Attachments

Bid Documents



**South
Ogden
City**

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jbrennan@southogdencity.com - South Ogden City

- [Schedule](#)
- [Task](#)
- [Note](#)

[Go to Bid Information](#) [Tabulation Report](#) [Award Report](#)

[Award Multiple Suppliers](#)

Awarding Bid #1403-001 - Fall Crack Sealing 2014

[Weighted](#) | [All Bids Entered](#) | [Reorder Bidders](#)

DESCRIPTION											
1403-001--01-01 - Crack Sealing											
Award	Supplier	Qualifications	Unit Price	Qty	Price	Attch.	Docs	Offer Notes	My Notes	Reject	
<input checked="" type="radio"/>	Not Awarded										
<input type="radio"/>	M&M Asphalt Services, inc. [Ad]		\$1,875.75	20	\$37,515.00						
<input type="radio"/>	Top Job Asphalt [Ad]		\$2,270.95	20	\$45,419.00						
<input type="radio"/>	Bonneville Asphalt Repair [Ad]		\$7,146.00	20	\$142,920.00						

Supplier Notifications

Agency Invited	1
No Bid Count	0

[Close](#)

All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

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Customer Support - agencysupport@bidsync.com or 800-990-9339

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South Ogden City Crackseal Fall 2014

<u>Street</u>	<u>Location</u>	<u>Price</u>
Carney	Evelyn to Raymond	\$1,255.00
Nordin	Bel Mar to 40th	\$4,625.00
Raymond	Nordin to 40th	\$1,735.00
Country Club Dr	40th to Country Club Dr	\$5,845.00
McFarland	Evelyn to Nordin	\$1,225.00
Oram Cir	Nordin to End	\$525.00
5600 South	700 East to 850 East	\$5,025.00
700 East	5300 South to 5600 South	\$2,990.00
750 East	5300 South to End	\$1,205.00
800 East	5300 South to 5600 South	\$4,120.00
825 East	5300 South to 5600 South	\$2,230.00
5500 South	700 East to 850 East	\$2,100.00
5400 South	700 East to 800 East	\$1,990.00
5450 South	700 East to 825 East	\$2,645.00
	<u>Total</u>	<u><u>\$37,515.00</u></u>

South Ogden City

Fall Crack Seal 2014

Carney	\$823
Nordin	\$3926
Raymond	\$796
Country Club	\$7117
McFarland	\$743
Oram Circle	\$676
5600 S	\$6241
700 E	\$5458
750 E	\$703
800 E	\$5050
825 E	\$2759
5500 S	\$3717
5400 S	\$3403
5450 S	\$4005

TOTAL **\$45,419.00**

Attachments

Files: 

CRACKSEAL 7/14/2014

CARNEY(EVELYN TO RAYMOND) 5760 —

NORDIN(BEL MAR TO 40TH) 14,400 —

RAYMOND(NORDIN TO 40TH) 7,200 —

COUNTRY CLUB(40TH TO COUNTRY CLUB) 23,040 —

MCFARLAND(EVELYN TO NORDIN) 7,200 —

ORAM CIRCLE(NORDIN TO END) 2160 —

5600 S.(700 E. TO 850 E.) 12,240 —

700 E.(5300 S. TO 5600 S) 11,520 —

750 E.(5300 S. TO END) 2,160 —

800 E.(5300 S. TO 5600 S.) 17,280 —

RESOLUTION NO. 14-21

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SOUTH OGDEN CITY AND WEBER COUNTY DEALING WITH RELATING TO RECYCLING INCENTIVES; AUTHORIZING THE CITY MANAGER TO SIGN SUCH AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

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

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

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

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

WHEREAS, in conformance with UC §11-13-1, the City may enter into Interlocal Cooperation Agreements; and,

WHEREAS Weber County and South Ogden City have agreed to enter into an agreement to cooperatively resolve matters related to provision of Relating to Recycling Incentives that will be beneficial to each other (the “Agreement”); and,

WHEREAS, the City Council finds that entering into and supporting the Agreement is in the best interest of the citizens of South Ogden City and a necessary condition to the effective administration of ongoing City services; and,

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

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

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

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

The City Council Of South Ogden City, State Of Utah, Authorizes Entry Into An Agreement With Weber County For Relating To Recycling Incentives That Will Be Beneficial To Each Other And Certain Other Services As Set Out In That Document "Interlocal Cooperation Agreement Relating To Recycling Incentives Between South Ogden City And Weber County" (Said Agreement Attached Hereto As "Attachment A" And Incorporated By This Reference, And Provides That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details, If Any, 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.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 19th day of August, 2014, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 19th day of August, 2014.

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 14-21

**A Resolution Approving And Authorizing The Execution Of An Interlocal Agreement
Between South Ogden City And Weber County Dealing With Relating To Recycling
Incentives; Authorizing The City Manager To Sign Such An Agreement; And Providing
For An Effective Date**

19 Aug 14

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
WEBER COUNTY AND _____ CITY RELATING
TO RECYCLING INCENTIVES**

This Interlocal Agreement is made effective the ____ day of May, 2014, by and between Weber County ("County") and _____ City ("City").

RECITALS

WHEREAS, Weber County and Ogden City have been offering curb side recycling options to all citizens of Weber County for the past ten years; and

WHEREAS, this was made possible by Ogden City's construction of a 25,000 square foot building with loading docks and tipping floors located adjacent to the Weber County Transfer Station; and

WHEREAS, the compensation for the recycling material has essentially paid for the cost of the project and ongoing expenses; and

WHEREAS, at the present time, compensation paid to the County for recycled materials will more than offset operational costs;

WHEREAS, County is desirous of increasing recycling efforts within the County and is willing to offer incentives to the municipalities within the County to increase the recycling stream;

NOW THEREFORE, the County and City jointly agree to promote increased recycling of certain waste upon certain terms and conditions contained herein.

**SECTION ONE
RECEIPT OF RECYCLABLE MATERIALS**

County agrees to receive at its Transfer Station recycling material if such material meets the criteria for acceptable materials established by County. Acceptable materials are specified in Attachment A to this Agreement and may change depending on available sorting technologies.

**SECTION TWO
INCENTIVES**

- A. County agrees to provide certain incentives to City if City implements or has a recycling program for City's residents and businesses. City and County recognize the recycling material pricing is determined by the market for such materials and that the market price fluctuates.
- B. Incentives will be based on actual net revenue generated by the program. This means that all the costs to the County of operating recycling facilities shall be covered and deducted from the total amount of revenue which will result in the net revenue amount.

**SECTION THREE
INCENTIVE PAYMENT**

Incentives will be paid on a quarterly basis with County making payment to City on or about the 45th day following the recycling quarter. Incentives are calculated as 30% of the net revenue received for the marketing of recycled materials. At current rates paid County for recycling materials, County will pay approximately Ten Dollars (\$10) per ton to City for recycling materials received during the next recycling quarter.

(a) The Incentive shall be reduced by 66% if the material being received from City is non-compliant with household or commercial waste as specified in Attachment "A" on more than three occasions during the quarter;

(b) The Incentive shall be reduced by 33% if recycling in the City drops off, thereby reducing the year over year flow of recyclable materials by 15% or more;

**SECTION FOUR
INTERLOCAL ACT**

In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) If legally necessary, this Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. §11-13-202.5;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. §11-13-202.5(3);

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. §11-13-209;

(d) Each party to this Agreement shall designate an administrator for all purposes of the Interlocal Act, pursuant to Utah Code Ann. §11-13-207;

(e) The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue until terminated as specified herein;

(f) The Parties agree that they do not, by this Agreement, create an interlocal entity;

(g) No real or personal property will be jointly acquired, held or disposed of or used in conjunction with the cooperative undertaking herein.

**SECTION FIVE
MODIFICATION AND AMENDMENT**

Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representations or modification concerning this Agreement shall be of no force or effect.

**SECTION SIX
FURTHER ASSISTANCE**

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

**SECTION SEVEN
GOVERNING LAW**

This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Utah.

**SECTION EIGHT
SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- (a) such holding or action shall be strictly construed;
- (b) such provision shall be fully severable;
- (c) this Agreement shall be construed and enforced as if such provision had never comprised a part hereof.
- (d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- (e) in lieu of such illegal, invalid or unenforceable provision, the Parties hereto shall use reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering in this Agreement.

**SECTION NINE
INCORPORATION OF RECITALS**

Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**SECTION TEN
TERM AND TERMINATION**

The term of this Agreement shall be for a period of four (4) years. Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party. Provided however, that City shall be compensated for recycled waste until such time as the termination becomes effective.

DATED this ____ day of June, 2014.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Kerry W. Gibson, Chair

Commissioner Bell voted _____
Commissioner Gibson voted _____
Commissioner Zogmaister voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

DATED this ____ day of June, 2014.

_____ CITY

By _____
Mayor

ATTEST:

ATTACHMENT A

The following list of items are acceptable for recycling:

Paper

Newspapers
Magazines & Catalogs
Brochures & Pamphlets
Mail
File Folders & Card Stock
Office & Computer Paper
Printing & Writing Paper
Paperback Books (or books with covers removed)
Telephone books

Plastic Containers labeled #1-#7 including:

Plastic Bottles (PETE)
Beverage & Water Bottles
Plastic Bottles & Jugs (HDPE)
Milk & Water Jugs
Food & Juice bottles
Cleaning & Laundry bottles
Liquid Detergent & Shampoo bottles

Cardboard/Paperboard including:

Corrugated
Cereal Boxes
Food boxes & Cartons
Shoe Boxes
Tissues Boxes
Molded Fiberboard
Paper Bags
Molded paper egg cartons

Metals

Aluminum Cans
Steel & Tin Cans
Aluminum Plates & Pans
Metal Clothes Hangers
Metal Jars and Bottle lids
Small metal scraps of copper, tin, aluminum, or brass

The following are unacceptable items:

Batteries
Brush, grass or tree limbs (green waste)
Bubble wrap
Carpet or Padding
Ceramics or Porcelain
Cellophane
Clothes
Dishware
Dry cleaning bags
Electronic Waste
Facial Tissue
Food waste of any kind
Food stained paper products

Garden hoses
Glass (including bottles)
Household chemicals
Light bulbs
Medical waste
Mylar bags (potato chip etc)
Padded envelopes
Paper products that are contaminated
Plastic bags
Sharps or needles
Waxed cardboard
Waxed paper

City Council Staff Report



Subject: Resolution 14-22 – Intent to Adjust a Boundary
Author: Leesa Kapetanov
Department: Administration
Date: August 19, 2014

Recommendation

Staff recommends approval

Background

This action stems from the application of a resident to combine two parcels into one; unfortunately, he couldn't because one parcel is in South Ogden and the other in Ogden city, and because they have two separate tax ID numbers, he was unable to combine them. This interaction made us aware that a group of properties along that same border had the same situation. There are 20 properties and three street right of way portions affected by the boundary misalignment. They are all along 950 East between 4200 and 4510 South (See attached map).

Analysis

In researching the reason for the two parcels, it was discovered that IHC quit claimed the small parcels of property to the adjacent property owners in 2000. When this was done, it was not noticed that the boundaries of the properties quit claimed did not match the boundaries of the two cities.

South Ogden already provides services to the main properties the smaller parcels are attached to, and adding these small parcels does not increase the city's burden. Currently Ogden City is collecting a total of \$31.49 in property taxes for all 20 parcels.

The process for changing boundaries between cities requires both cities to pass resolutions declaring their intent to adjust a boundary, give proper notice, and hold a public hearing not less than 60 days after adopting a resolution of intent. That is why we are setting the date for the public hearing for the October 21, 2014 council meeting. If there are no objections filed for the boundary adjustment during the 60 day period or at the public hearing, both cities will adopt an ordinance to finalize the action.

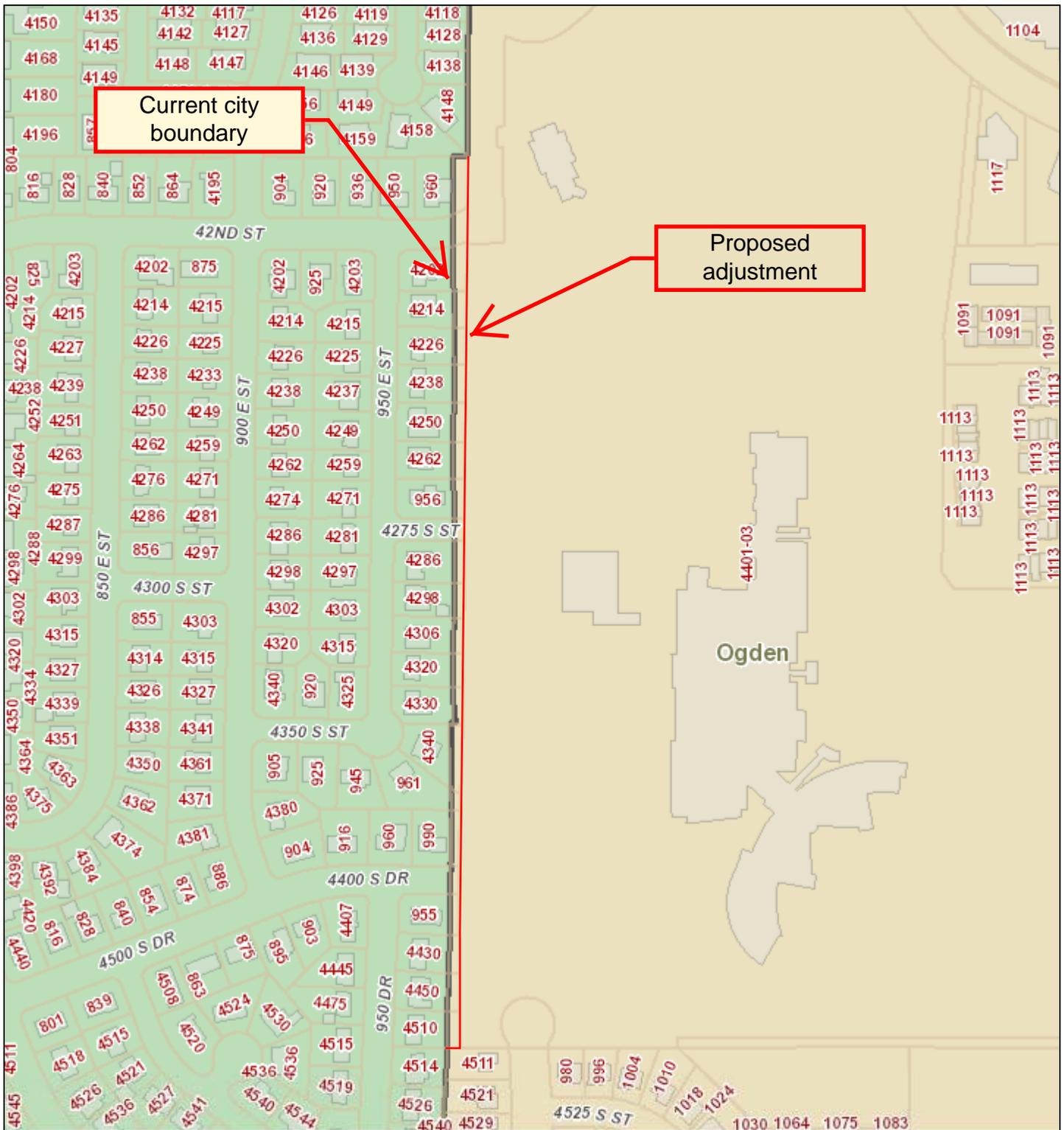
Significant Impacts

None.

Attachments

Map

Boundary Adj



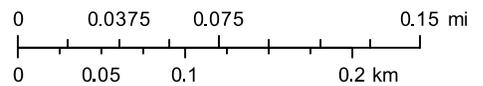
March 21, 2014

1:4,514

Street Labels

Parcel Address

City Labels



RESOLUTION NO. 14-22

**A RESOLUTION OF THE SOUTH OGDEN CITY COUNCIL
DECLARING THE INTENT TO ADJUST THE CURRENT BOUNDARIES
OF OGDEN CITY AND SOUTH OGDEN CITY BY RELOCATING
THEIR MUTUAL BOUNDARY THEREBY ELIMINATING FROM
OGDEN CITY AREAS BEING SERVED BY SOUTH OGDEN CITY.**

SECTION 1 - RECITALS

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

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

WHEREAS, certain properties currently within the boundaries of Ogden are incapable of being served by Ogden and are being served by the City, which properties are described in Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the City and Ogden desire to take such measures as are required under the laws of the State of Utah to withdraw the Property from Ogden City and add the Property to the boundaries of South Ogden City.

NOW, THEREFORE, be it resolved by the City Council of South Ogden City, Utah, that the City Council hereby declares its intention to adjust its mutual boundary with Ogden, in accordance with the provisions of §10-2-419, Utah Code Annotated, in order to provide for the withdrawal of the Property, described herein, from the boundaries of Ogden City. Pursuant to such intent, the City Council hereby directs that a public hearing be set, at the earliest opportunity, but no less than sixty (60) days after passage of this resolution, to consider the proposed boundary adjustment, and that notice be provided as required by State law.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 19th day of August, 2014, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH, on this 19th day of August, 2014.

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 14-22

A Resolution Of The South Ogden City Council Declaring The Intent To Adjust The Current Boundaries Of Ogden City And South Ogden City By Relocating Their Mutual Boundary Thereby Eliminating From Ogden City Areas Being Served By South Ogden City.

19 Aug 14

PROPERTY DESCRIPTION

Beginning At The Northeast Corner Of Lot 5, Block 2, (Tax ID #06-054-0005) Of Hidden Village Subdivision As Recorded By The County Recorder, Weber County, Utah, And Running Thence South 89°28'00" East 16.80 Feet To The West Boundary Of The IHC Parcel (Tax ID #06-032-0005) Said Bearing To Be An Extension Of The Existing Bearing Of The North Side Of Said Lot 5, Thence South 00°30' 00" West 1790.05 Feet Along Said IHC Parcel's West Boundary To A Point That Is The Extension Of The South Line Of Lot 41 Of Hidden Village No.2 Subdivision, Thence North 87°00'00" West 30.25 Feet To The East Boundary Line Of The Recorded Plat On File At The Weber County Recorder's Office, Thence North 03°00'00" East 307.74 Feet Along Said East Boundary Line To The Northeast Corner Of Hidden Village No. 2 Subdivision, Thence North 00°30'00" East 1481.28 Feet Along East Boundary Line Of Hidden Village Subdivision To The Point Of Beginning.

RESOLUTION NO. 14-23

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

SECTION 1 - RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, The RAMP committee has determined that South Ogden City will receive RAMP funds in the amount of \$ 1,000 for the South Ogden Days Music Experience Tent Project Application and \$ 2,000 for the South Ogden Days Open Mic Nights Project Application; and,

WHEREAS, these applications required signature and submission during a time between city council meetings,

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

The Governing Body of South Ogden City, State of Utah, retroactively authorizes entry into any and all agreements with Weber County, including specifically those noted above, that may be necessary during the current RAMP funding and grant authorization period for the provision and receipt of funds under each of the RAMP programs; and authorizes the City Manager, or his designee, to sign any and all contracts, agreements, or other documents necessary to consummate said agreements as such funding becomes available; and, authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to enter into such arrangements for the City including any previously signed applications or agreements.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 19th day of August, 2014, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 19th day of August, 2014.

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 14-23

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

19 Aug 14

WEBER ARTS COUNCIL

RAMP FUNDING AGREEMENT

The RAMP committee has determined that South Ogden City will receive RAMP funds in the amount of \$ 1,000 for the South Ogden Days Music Experience Tent Project Application.

GRANT #: 3 RE 14

Before funds will be disbursed to you, you must submit this signed document to the Weber Arts Council, 2580 Jefferson Ave., Ogden, UT 84401. 801-791-2787

It is very important that you read this document thoroughly.

RAMP FUNDING REQUIREMENTS

Funds cannot be used for:

- staff
- real property
- events/activities outside of Weber County
- fund-raising expenses for a capital or endowment campaign, grants or liens
- interest payments
- political advocacy
- expenses not directly related to your projects primary purpose
- bad debt expense

Your project must take place within Weber County. It is also recommended that funds be spent with vendors in Weber County.

The funds provided for your RAMP grant will only be used by you for your specified project as outlined in your application. If funds were used for purposes other than those agreed upon in

the application, the entire amount of funds must be returned and you may be disqualified from receiving future funding.

If you determine not to use RAMP funds as approved in your application agreement, you must return funds to Weber County, including any interest received, within 14 days of decision to not perform project.

The grant is effective for 13 months and will not be renewed.

If any actions violate the understanding between you and the application for funds, Weber County has the rights to withdraw funding and demand full reimbursement of RAMP funds given to you.

FINAL REPORT / PROGRESS REPORT

Submit actual, typed reports detailing how the RAMP funds were used. **The Final Report will be due November 14, 2014 before 5pm to the WEBER ARTS COUNCIL.** If your project is not completed by this date, you must submit a Progress Report by this date and then submit the Final Report within 20 days of the project completion. Attached is a copy of the Grant Final Report.

The Final Report is a record of how the funds were used. Please **submit original receipts** for your expenses along with a detailed, **actual budget** of how funds were spent. Keep copies of all receipts and reports for your own records.

If the program cannot be completed prior to June 30, 2015, an extension in writing to the chair of the County Commission, with a copy to the Chair of the RAMP Committee, and a copy to the Chair of the Weber Arts Council, must be made specifying the reasons for the delay and requesting an extension. Either the request will be approved or the funds will need to be returned to the county. During any extension, progress reports must be submitted every 6 months during the extension.

RAMP AND WEBER ARTS COUNCIL ACKNOWLEDGEMENT

You will acknowledge Weber County and RAMP funding, and the Weber Arts Council in writing and orally.

- At your program/event, **orally give acknowledgement of Weber County RAMP funding and Weber Arts Council support.**
- **Use the official RAMP logo and the official Weber Arts Council logo** on printed material such as playbills, brochures, advertisements, flyers, banners, newsletters, etc. These logos will be emailed to you.
- A county approved **RAMP sign must be posted at all project locations/performances.** These signs are available to borrow from RAMP. Contact Shelly Hallacy at 801-399-8406.
- **Weber Arts Council signs must be posted at all project locations / performances.** A sign is available to borrow from the Weber Arts Council. Contact Mindy Swain at 801-791-2787 to arrange for pickup.
- **PHOTOS of RAMP signage posted at the event or on the building/structure must be turned in with your Final Report.**
- COPIES of programs or printed materials (advertisements, flyers, etc.), acknowledging RAMP funding and Weber Arts Council support, must be turned in with your final report. All printed items must be approved by the Weber Arts Council prior to printing.
- Press releases and other public relations material to promote the programs/projects funded by RAMP, must credit RAMP funding and Weber Arts Council support and COPIES must be submitted with your final report.

You must inform the Weber Arts Council of all event dates, times and locations and provide tickets free of charge, so that a representative from the Weber Arts council can attend your event. Photographs or video recording may be taken for our own use on our website or in future advertising.

If you produce a free or reduced admission fee program, you must make these terms of admission available to all citizens of Utah, not only Weber County. **You must also provide tickets, free of charge, for the County Representatives.** Inform County Representative Chris

Ward (phone: 801-399-8709, email: cward@co.weber.ut.us) of such events and provide tickets to the event without charge. Because you have received public funds, you must make your board meetings open to the public whenever your board discusses RAMP funding.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Weber Arts Council and Weber County, their officers, agents, and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of your or your officers, agents, or employees negligent or wrongful acts or failures to act which occur during the term of this agreement. _____ *initial here*

The Weber Arts Council and Weber County agrees to indemnify, defend and save harmless you, your officers, agents, and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of the negligent or wrongful acts or failure to act by Weber County, its officers, agents, or employees during the terms of this agreement.

MAINTAIN RECORDS AND MAKE AVAILABLE

You must maintain detailed and accurate records of the use of all funds received from RAMP. (Also, keep copies of your expense receipts.) **These records must be kept for 5 years.** Weber County reserves the right to audit the use of RAMP funds and your accounting of funds.

Copies of this agreement shall be kept by you and be available for public inspection during the term of this agreement.

MISCELLANEOUS

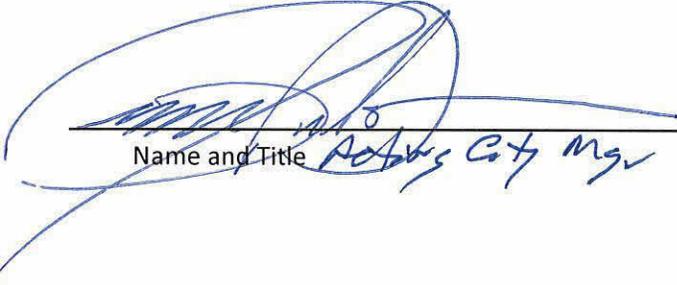
This agreement may be amended in whole or in part at any time, by you, by a written amendment approved and signed by you, the Weber Arts Council, and Weber County, in the manner provided by law.

All funding must be in agreement with all laws, federal or state, which apply to your operations, including disability access and non-discrimination laws.

The Weber Arts Council and Weber County will assist in administration of this agreement and the funding, and shall monitor and evaluate the performance of this agreement but shall not assume any management role.

Weber County may terminate this agreement in whole or part due to your failure to fulfill your contract obligations.

Make check payable to:


Name and Title Robby City Mgr Date 13 Aug 14

Diane Stern, Chair, Weber Arts Council Date

WEBER ARTS COUNCIL

RAMP FUNDING AGREEMENT

The RAMP committee has determined that South Ogden City will receive RAMP funds in the amount of \$ 2,000 for the South Ogden Days Open Mic Nights Project Application.

GRANT #: 2 RE 14

Before funds will be disbursed to you, you must submit this signed document to the Weber Arts Council, 2580 Jefferson Ave., Ogden, UT 84401. 801-791-2787

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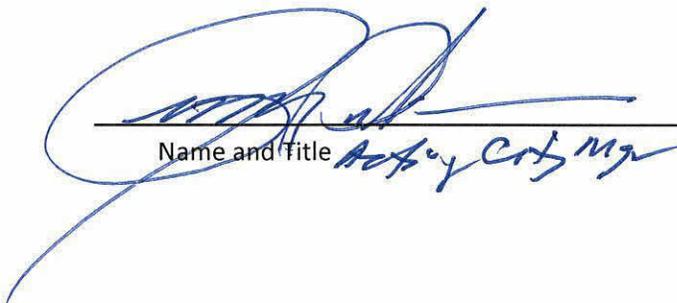
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Make check payable to:

	
Name and Title <i>Artistic Director</i>	Date
_____	_____
Diane Stern, Chair, Weber Arts Council	Date

Fund balance analysis

6/30/2013 financial statement fund balance:	\$2,303,131.81		
Restricted balances:			
Class "c" Funds	\$49,389.13		
Restricted Fund Balance - 40th St.	\$100,000.00		
Restricted Fund Balance - leave liability	\$374,789.43		
6/30/2013 Unappropriated Fund balance - Beginning	\$1,778,953.25		
YTD Revenue over Expenditures - 6/30/2014	\$56,406.79		
6/30/2014 Unappropriated Fund balance available	\$1,835,360.04	6/30/2014 Preliminary Fund Balance	\$1,835,360.04
	20.30%	FY 2014 Budgeted Surplus	\$0.00
25% state general fund maximum:			
2015 General fund revenues =	\$9,040,063.00	Net Preliminary 12/31/2013 F/B	\$1,835,360.04
	\$2,260,015.75		
		25% Limitation	\$2,260,015.75
Current - 20.30%	\$1,835,360.04		
18%	(\$1,627,211.34)		
	\$208,148.70		
17%	(\$1,536,810.71)		
	\$298,549.33		
16%	(\$1,446,410.08)		
	\$388,949.96		
15%	(\$1,356,009.45)		
	\$479,350.59		

1% = \$90,400.63 additional dollars