



**NOTICE AND AGENDA
SOUTH OGDEN CITY COUNCIL
WORK SESSION**

TUESDAY, AUGUST 19, 2025- 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, August 19, 2025. 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

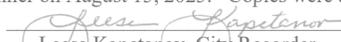
II. REVIEW OF COUNCIL MEETING AGENDA

III. DISCUSSION ITEMS

A. FY2026 Budget

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 15, 2025. 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.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, AUGUST 19, 2025- 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, August 19, 2025. 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 Stephens

II. RECOGNITION OF EMPLOYEES

Introduction of New Firefighters Julie Williamson and Sephrane Keovilay

III. PRESENTATION

Acknowledgement of Service for Planning Commissioners Nic Mills and John Bradley

- #### IV. 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.

V. RESPONSE TO PUBLIC COMMENT

VI. CONSENT AGENDA

- A. Approval of July 15 and August 5, 2025 Council Minutes

“South Ogden City is dedicated to preserving and enhancing quality of life and professionally meeting the expectations of all residents, businesses, employees, and visitors.”

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 25-25** – Adopting the FY2025-2026 Budget Including a Proposed Increase in South Ogden’s Portion of Property Taxes
- B. Consideration of **Resolution 25-26** – Adopting the Weber County, Utah Pre-Disaster Mitigation Plan 2024
- C. Consideration of **Resolution 25-27** - Approving an Agreement with Stryker for Preventative Service on Fire Department Medical Equipment

VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. ADJOURN

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Leesa Kapetanov, City Recorder

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**MINUTES OF THE
SOUTH OGDEN CITY COUNCIL
WORK SESSION AND
CITY COUNCIL MEETING**

TUESDAY, JULY 15, 2025
WORK SESSION – 5 PM IN EOC ROOM
COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

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, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Deputy Fire Chief Brandon Storey, Police Chief Darin Parke, Communications and Events Manager Danielle Bendinelli, Planner Alika Murphy, Accounts Payable Clerk Lori Hurd, and Recorder Leesa Kapetanov

OTHERS PRESENT

Johnathan Ward

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:

https://www.southogdencity.gov/document_center/Sound%20Files/2025/CC250715_1701.mp3

or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 5:02 pm, Mayor Porter called for a motion to begin the work session
00:00:00

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

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II. REVIEW OF AGENDA ITEMS

- Council Member Smyth requested a report from the Code Enforcement Official
00:00:13

III. DISCUSSION ITEM

- A. Johnathan Ward from Zion’s Bank- Bonding Process and Transfer of Funds**
 - Mr. Ward had visuals as part of his presentation. See Attachment A.
00:01:05
 - During discussion, the Council asked for clarification and history of the capital projects and more information on two of the scenarios presented by Mr. Ward
- B. FY2026 Budget**
 - There was no time left to discuss this item

IV. RECESS/ADJOURN

- At 6:05 pm Mayor Porter called for a motion to adjourn the work session
01:03:16

Council Member Howe so moved, followed by a second from Council Member Howard. All present voted aye.

COUNCIL MEETING MINUTES

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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, Public Works Director Jon Andersen, Fire Chief Cameron West, Deputy Fire Chief Brandon Storey, Planner Alikea Murphy, Accounts Payable Clerk Lori Hurd, Communications and Events Manager Danielle Bendinelli, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Katie Wahlquist, Kirk Nigro, David Terry, Bruce and Joyce Hartman

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link:

https://www.southogdencity.gov/document_center/Sound%20Files/2025/CC250715_1808.mp3

or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:09 pm. He then entertained a motion to begin the meeting. 00:00:00

Council Member Smyth so moved. The motion was seconded by Council Member Howard. In a voice vote Council Members Stewart, Howard, Smyth, Stephens, and Howe all voted aye.

B. Prayer/Moment of Silence

- The mayor led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Howard led everyone in the Pledge of Allegiance

II. PUBLIC COMMENT

- Mayor Porter invited those present to come to the podium if they wished to comment

148 Council Member Stewart - Yes
149 Council Member Howard - Yes
150 Council Member Smyth - Yes
151 Council Member Stephens - Yes
152 Council Member Howe - Yes

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154 **Ordinance 25-09 was approved.**
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157 **B. Consideration of Ordinance 25-10 – Amending the Consolidated Fee Schedule for Requested**
158 **Police Presence**

- 159 • Overview by Police Chief Darin Parke
160 00:12:08
- 161 • Council discussion 00:15:48
- 162 • Mayor Porter called for a motion to approve Ordinance 25-10
163 00:22:10

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165 **Council Member Howe so moved. Council Member Smyth seconded the motion. The**
166 **mayor asked if there was any further discussion, and seeing none, he made a roll call vote:**
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168 Council Member Howe- Yes
169 Council Member Stephens - Yes
170 Council Member Smyth - Yes
171 Council Member Howard - Yes
172 Council Member Stewart - Yes

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174 **The motion stood.**
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177 **C. Consideration of Ordinance 25-11 – Amending SOC 10-4-8; Fence Regulations Concerning Nets**

- 178 • Planner Alika Murphy addressed this item
179 00:22:28
- 180 • Questions/discussion 00:24:05
- 181 • The mayor called for a motion to approve Ordinance 25-11 with the addition of the word
182 “abut” as discussed 00:29:05

183
184 **Council Member Howard so moved. The motion was seconded by Council Member Howe.**
185 **There was no further discussion. Mayor Porter called the vote:**
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187 Council Member Howe - Yes
188 Council Member Howard - Yes
189 Council Member Stewart - Yes
190 Council Member Smyth - Yes
191 Council Member Stephens - Yes

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Ordinance 25-11 was unanimously approved.

D. Consideration of Resolution 25-23 – Approving the City Pick-Up Contributions to Tier 2 Public Safety and Firefighter Retirement

- Assistant City Manager Palmer explained the reason for this resolution
00:29:30
- Discussion/questions 00:31:04
- Ms. Palmer also explained about the 401K match for item E, Resolution 25-24
00:34:07
- Council discussion 00:47:41
- Mayor Porter called for a motion to approve Resolution 25-23
01:00:12

Council Member Stephens so moved. Council Member Smyth seconded the motion. The mayor asked if there were any further comments. There was no response. The mayor made a roll call vote:

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

The motion stood.

E. Consideration of Resolution 25-24 – Amending Personnel Policy Manuel Section 4 Concerning Benefits

- Mayor Porter called for a motion to approve Resolution 25-24
01:00:30

Council Member Howe so moved. Council Member Stephens seconded the motion. The mayor asked if there was more discussion on the motion; seeing none, he made a roll call vote:

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

Resolution 25-24 was adopted.

236 **VI. REPORTS/DIRECTION TO CITY MANAGER**

- 237 A. City Council Members
- 238 Council Member Stephens - 01:00:53
- 239 Council Member Smyth - 01:03:27
- 240 Council Member Stewart - 01:04:12
- 241 Council Member Howard - 01:06:32
- 242 Council Member Howe - 01:07:20
- 243 B. City Manager 01:08:35
- 244 C. Mayor 01:10:01

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248 **VII. ADJOURN**

- 249 • At 7:24 pm, Mayor Porter called for a motion to adjourn the meeting
- 250 01:15:25

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

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I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session and Council Meeting held Tuesday, July 15, 2025.

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278 Leesa Kapetanov, City Recorder

Date Approved by the City Council

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Not Approved

ATTACHMENT A

Visuals from Mr. Ward's Presentation



Funding Water Projects

Johnathan Ward
Senior Vice President | Zions Public Finance

Water Fund Outlook

	2022-23 Actual	2023-24 Actual	2024-25 Current Year Projected	2025-26 Next Year Projected	2026-27 Future Year 2 Projected	2027-28 Future Year 3 Projected	2028-29 Future Year 4 Projected	2029-30 Future Year 5 Projected
Water Sales	\$ 1,917,048	\$ 2,154,967	\$ 2,332,172	\$ 2,511,749	\$ 2,662,454	\$ 2,742,328	\$ 2,824,598	\$ 2,909,336
Additional Average Revenue	\$ 198,622	\$ 296,723	\$ 162,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000
Revenue Totals	\$ 2,115,670	\$ 2,451,690	\$ 2,494,172	\$ 2,731,749	\$ 2,882,454	\$ 2,962,328	\$ 3,044,598	\$ 3,129,336
Operational Expenses	\$ 1,483,017	\$ 1,447,508	\$ 1,302,074	\$ 1,341,137	\$ 1,381,371	\$ 1,422,812	\$ 1,451,268	\$ 1,480,293
Capital Project Expenses	\$ 1,661,618	\$ 1,905,217	\$ 2,542,000	\$ 1,828,689	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
Expense Totals	\$ 3,144,635	\$ 3,352,725	\$ 3,844,074	\$ 3,169,826	\$ 2,881,371	\$ 2,922,812	\$ 2,951,268	\$ 2,980,293
Year Over Year Changes								
Water Sales		12.41%	8.22%	7.70%	6.00%	3.00%	3.00%	3.00%
Additional Average Revenue		49.39%	-45.40%	35.80%	0.00%	0.00%	0.00%	0.00%
Operational Expenses		-2.39%	-10.05%	3.00%	3.00%	3.00%	2.00%	2.00%
Capital Project Expenses		14.66%	33.42%	-28.06%	-17.97%	0.00%	0.00%	0.00%

ZIONS PUBLIC FINANCE

Funding Options

Cash	Debt	Combination
 <p>Funding Mechanism: Utility Fees from Water or other Enterprise Funds</p> <p>Challenges:</p> <ul style="list-style-type: none">• Annual Budget Impact• Project Inflation• No "Rainy Day" Reserves	 <p>Funding Mechanism: Water Revenue Bonds or General Obligation Bonds</p> <p>Challenges:</p> <ul style="list-style-type: none">• Interest Expense	 <p>Funding Mechanism: Utility Fees Make Bond Payments</p> <p>Challenges:</p> <ul style="list-style-type: none">• Reduced Budget Impact• Minimized Project Inflation• Reduced Interest Expense• Reduced Reserves

ZIONS PUBLIC FINANCE

Key Ratios



Coverage: Measures how much net operating revenues exceed annual debt payments.



Days Cash On Hand: Measures how long operational cash reserves can cover system operating expenses

ZIONS PUBLIC FINANCE

Cash Funding Impact

	2025	2026	2027	2028	2029	2030
Beginning Cash.....	\$ 1,436,158	\$ 86,256	\$ (351,821)	\$ (350,738)	\$ (311,222)	\$ (217,892)
Residual Cash (Cash after Debt Service).....	1,192,098	1,390,612	1,501,083	1,539,516	1,593,330	1,649,043
Bond Proceeds.....		-				
Internal Transfer.....						
Total Cash.....	\$ 2,628,256	\$ 1,476,868	\$ 1,149,262	\$ 1,188,778	\$ 1,282,108	\$ 1,431,151
Capital Project Expenditures.....	2,542,000	1,828,689	1,500,000	1,500,000	1,500,000	1,500,000
Cash After Capital Expenditures.....	86,256	(351,821)	(350,738)	(311,222)	(217,892)	(68,849)
Operational Cash After Capital Expenditures.....	86,256	(351,821)	(350,738)	(311,222)	(217,892)	(68,849)
Days Cash on Hand.....		(96)	(93)	(80)	(55)	(17)
Additional Revenue Needed.....	\$	\$ 1,013,204	\$ 1,031,962	\$ 1,012,883	\$ 933,586	\$ 798,857
Increase to Revenue Needed.....		37%	36%	34%	31%	26%
Days Cash on Hand With Increase.....		180.0	180.0	180.0	180.0	180.0

ZIONS PUBLIC FINANCE

Cash Funding Impact With Transfer

	2025	2026	2027	2028	2029	2030
Beginning Cash.....	\$ 1,436,158	\$ 86,256	\$ 1,148,179	\$ 1,149,262	\$ 1,188,778	\$ 1,282,108
Residual Cash (Cash after Debt Service).....	1,192,098	1,390,612	1,501,083	1,539,516	1,593,330	1,649,043
Bond Proceeds.....		-				
Internal Transfer.....		1,500,000				
Total Cash.....	\$ 2,628,256	\$ 2,976,868	\$ 2,649,262	\$ 2,688,778	\$ 2,782,108	\$ 2,931,151
Capital Project Expenditures.....	2,542,000	1,828,689	1,500,000	1,500,000	1,500,000	1,500,000
Cash After Capital Expenditures.....	86,256	1,148,179	1,149,262	1,188,778	1,282,108	1,431,151
Operational Cash After Capital Expenditures.....	86,256	1,148,179	1,149,262	1,188,778	1,282,108	1,431,151
Days Cash on Hand.....		312	304	305	322	353
Additional Revenue Needed.....	\$	\$ (486,796)	\$ (468,038)	\$ (487,117)	\$ (566,414)	\$ (701,143)
Increase to Revenue Needed.....		-18%	-16%	-16%	-19%	-22%
Days Cash on Hand With Increase.....		180.0	180.0	180.0	180.0	180.0

ZIONS PUBLIC FINANCE

Debt Funding Impact

	2025	2026	2027	2028	2029	2030
Revenue Available for Debt Service	\$ 1,192,098	\$ 1,390,612	\$ 1,501,083	\$ 1,539,516	\$ 1,593,330	\$ 1,649,043
Debt Service						
Proposed Internal Loan.....		-	-	-	-	-
Proposed 2025 Water Revenue Bond.....		618,031	618,031	618,031	618,031	618,031
Total Debt Service.....		\$ 618,031	\$ 618,031	\$ 618,031	\$ 618,031	\$ 618,031
Debt Service Coverage.....	N/A	2.25	2.43	2.49	2.58	2.67
Beginning Cash.....	\$ 1,436,158	\$ 86,256	\$ 6,858,837	\$ 6,241,889	\$ 5,663,374	\$ 5,138,673
Residual Cash (Cash after Debt Service).....	1,192,098	772,581	883,052	921,485	975,299	1,031,012
Bond Proceeds.....		7,828,689				
Internal Transfer.....		-				
Total Cash.....	\$ 2,628,256	\$ 8,687,526	\$ 7,741,889	\$ 7,163,374	\$ 6,638,673	\$ 6,169,685
Capital Project Expenditures.....	2,542,000	1,828,689	1,500,000	1,500,000	1,500,000	1,500,000
Cash After Capital Expenditures.....	86,256	6,858,837	6,241,889	5,663,374	5,138,673	4,669,685
Operational Cash After Capital Expenditures.....	86,256	858,837	1,741,889	2,663,374	3,638,673	4,669,685
Days Cash on Hand.....		234	460	683	915	1,151
Additional Revenue Needed.....		\$ (197,454)	\$ (1,060,665)	\$ (1,961,713)	\$ (2,922,979)	\$ (3,939,677)
Increase to Revenue Needed.....		-7%	-37%	-66%	-96%	-126%
Days Cash on Hand With Increase.....		180.0	180.0	180.0	180.0	180.0

ZIONS PUBLIC FINANCE

Debt Funding Impact

	2025	2026	2027	2028	2029	2030
Revenue Available for Debt Service	\$ 1,192,098	\$ 1,390,612	\$ 1,501,083	\$ 1,539,516	\$ 1,593,330	\$ 1,649,043
Debt Service						
Proposed Internal Loan.....		189,568	189,568	189,568	189,568	189,568
Proposed 2025 Water Revenue Bond.....		485,499	485,499	485,499	485,499	485,499
Total Debt Service.....		\$ 675,067	\$ 675,067	\$ 675,067	\$ 675,067	\$ 675,067
Debt Service Coverage.....	N/A	2.06	2.22	2.28	2.36	2.44
Beginning Cash.....	\$ 1,436,158	\$ 86,256	\$ 6,801,801	\$ 6,127,816	\$ 5,492,265	\$ 4,910,527
Residual Cash (Cash after Debt Service).....	1,192,098	715,545	826,016	864,449	918,263	973,976
Bond Proceeds.....		6,328,689				
Internal Transfer.....		1,500,000				
Total Cash.....	\$ 2,628,256	\$ 8,630,490	\$ 7,627,816	\$ 6,992,265	\$ 6,410,527	\$ 5,884,503
Capital Project Expenditures.....	2,542,000	1,828,689	1,500,000	1,500,000	1,500,000	1,500,000
Cash After Capital Expenditures.....	86,256	6,801,801	6,127,816	5,492,265	4,910,527	4,384,503
Operational Cash After Capital Expenditures.....	86,256	801,801	1,627,816	2,492,265	3,410,527	4,384,503
Days Cash on Hand.....		218	430	639	858	1,081
Additional Revenue Needed.....		\$ (140,418)	\$ (946,592)	\$ (1,790,604)	\$ (2,694,833)	\$ (3,654,495)
Increase to Revenue Needed.....		-5%	-33%	-60%	-89%	-117%
Days Cash on Hand With Increase.....		180.0	180.0	180.0	180.0	180.0

ZIONS PUBLIC FINANCE

Combination Funding Impact

	2025	2026	2027	2028	2029	2030
Revenue Available for Debt Service	\$ 1,192,098	\$ 1,390,612	\$ 1,501,083	\$ 1,539,516	\$ 1,593,330	\$ 1,649,043
Debt Service						
Proposed Internal Loan.....	-	-	-	-	-	-
Proposed 2025 Water Revenue Bond.....		485,499	485,499	485,499	485,499	485,499
Total Debt Service.....		\$ 485,499	\$ 485,499	\$ 485,499	\$ 485,499	\$ 485,499
Debt Service Coverage.....	N/A	2.86	3.09	3.17	3.28	3.40
Beginning Cash.....	\$ 1,436,158	\$ 86,256	\$ 6,991,369	\$ 6,506,953	\$ 6,060,969	\$ 5,668,800
Residual Cash (Cash after Debt Service).....	1,192,098	905,113	1,015,584	1,054,017	1,107,831	1,163,544
Bond Proceeds		6,328,689				
Internal Transfer.....		1,500,000				
Total Cash.....	\$ 2,628,256	\$ 8,820,058	\$ 8,006,953	\$ 7,560,969	\$ 7,168,800	\$ 6,832,344
Capital Project Expenditures.....	2,542,000	1,828,689	1,500,000	1,500,000	1,500,000	1,500,000
Cash After Capital Expenditures.....	86,256	6,991,369	6,506,953	6,060,969	5,668,800	5,332,344
Operational Cash After Capital Expenditures.....	86,256	991,369	2,006,953	3,060,969	4,168,800	5,332,344
Days Cash on Hand.....		270	530	785	1,048	1,315
Additional Revenue Needed.....		\$ (329,986)	\$ (1,325,729)	\$ (2,359,309)	\$ (3,453,106)	\$ (4,602,336)
Increase to Revenue Needed.....		-12%	-46%	-80%	-113%	-147%
Days Cash on Hand With Increase.....		180.0	180.0	180.0	180.0	180.0

ZIONS PUBLIC FINANCE

Summary Ratios

Debt Service Coverage Ratio

	2026	2027	2028	2029	2030
Scenario 1: Water Revenue Bonds	2.25	2.43	2.49	2.58	2.67
Scenario 2: Water Revenue Bonds and Internal Loan	2.06	2.22	2.28	2.36	2.44
Scenario 3: Water Revenue Bonds and Internal Transfer	2.86	3.09	3.17	3.28	3.40
Scenario 4: Internal Transfer Only	N/A	N/A	N/A	N/A	N/A
Scenario 5: Internal Loan Only	7.34	7.92	8.12	8.41	8.70

Days Cash on Hand

	2026	2027	2028	2029	2030
Scenario 1: Water Revenue Bonds	234	460	683	915	1,151
Scenario 2: Water Revenue Bonds and Internal Loan	218	430	639	858	1,081
Scenario 3: Water Revenue Bonds and Internal Transfer	270	530	785	1,048	1,315
Scenario 4: Internal Transfer Only	312	304	305	322	353
Scenario 5: Internal Loan Only	261	203	159	132	119

ZIONS PUBLIC FINANCE



Understanding Municipal Bonds

Financing Capital Projects With Bonds



Bonds – Long term “IOUs” that governments sell to borrow money for a capital project



Types – General obligation bonds, utility revenue bonds, special tax revenue bonds



ZIONS PUBLIC FINANCE

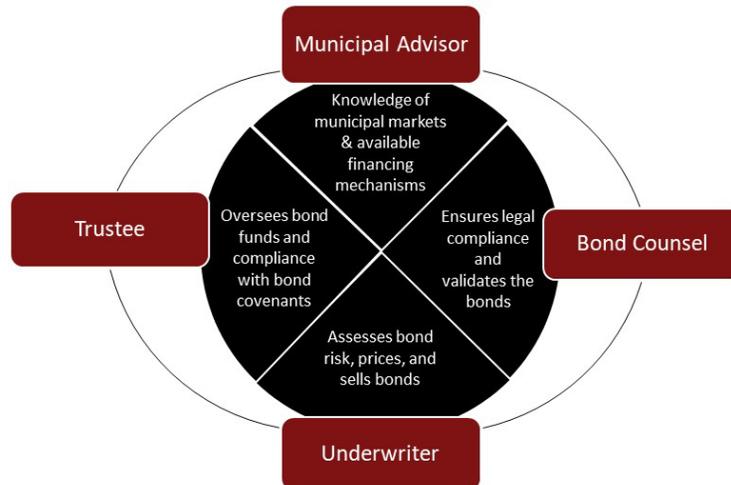
What Determines Bond Rates?



Market Rates	Municipal Market Data yield curve
Credit Quality	Credit rating, guaranties, moral obligation, insurance
Security Type	General obligation, revenue, lease, tax increment
Market Conditions	Investor demand, secondary trading, new issue volume, timing
Tax Status	Taxable vs. tax-exempt
Structure	Coupon (par/premium/discount), call features, block size

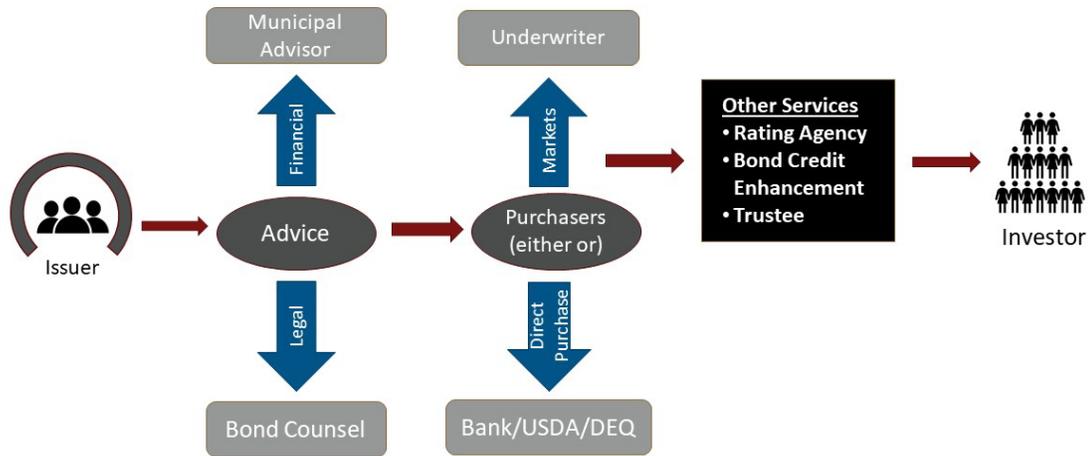
ZIONS PUBLIC FINANCE

Key Team Members and Their Roles



ZIONS PUBLIC FINANCE

Applying Roles to the Bond Process



ZIONS PUBLIC FINANCE



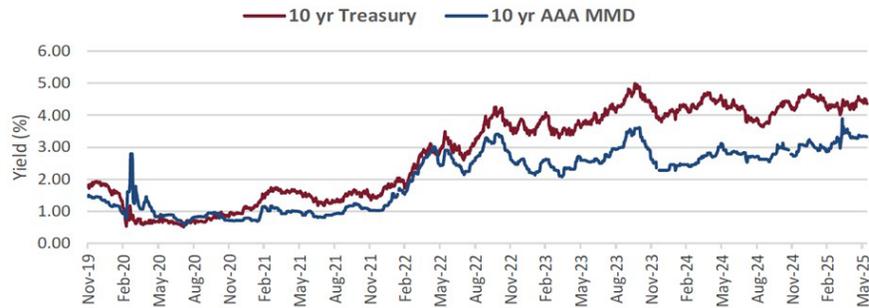
Market Trends & Outlook



Economic Conditions



10 Year Treasury and AAA MMD



Market Recap (May–June 2025):

Rates: 10Y Treasury climbed to 4.45% in May, then eased to 4.31% by mid-June on soft inflation and weaker jobs data

Volatility: Elevated amid tariff announcements, inflation concerns, and geopolitical uncertainty

Gold: Surged to record highs as investors sought safety

USD: Weakened further due to fiscal and policy concerns

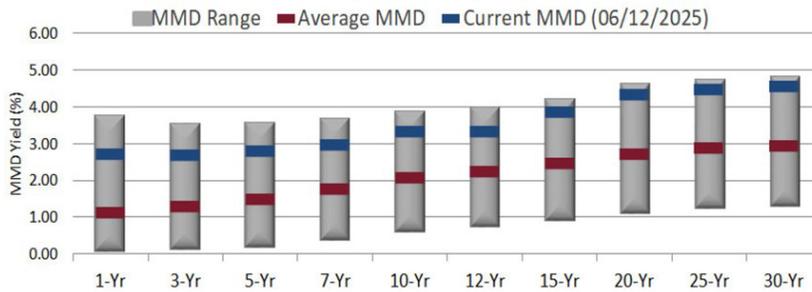
ZIONS PUBLIC FINANCE

Economic Conditions



Daily AAA MMD Interest Rates

(2012 - Present)



Federal Reserve Policy (May–June 2025)

- Rates steady at 4.25%–4.50%
- “Wait-and-see” stance amid modest growth, sticky inflation
- Fewer cuts likely as outlook shifts
- Dual risks rising: **inflation & unemployment** (trade policy uncertainty)

ZIONS PUBLIC FINANCE

US Inflation (1960-2024)



ZIONS PUBLIC FINANCE

Not Applicable



MINUTES OF THE SOUTH OGDEN CITY COUNCIL WORK SESSION AND CITY COUNCIL MEETING

TUESDAY, AUGUST 5, 2025

WORK SESSION – 5 PM IN EOC ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS EXCUSED

Doug Stephens

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Summer Palmer, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Deputy Fire Chief Brandon Storey, Police Chief Darin Parke, Communications and Events Manager Danielle Bendinelli, Accounts Payable Clerk Lori Hurd, and Recorder Leesa Kapetanov

OTHERS PRESENT

No one else attended this meeting.

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:

https://www.southogdencity.gov/document_center/Sound%20Files/2025/CC250805_1703.mp3

or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 5:04 pm, Mayor Porter called the meeting to order and explained about the agenda for the Truth in Taxation public hearing 00:00:00
- The mayor called for a motion to begin the meeting 00:00:30

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

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39 **II. REVIEW OF AGENDA ITEMS**

- There were no requests for review of agenda items

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44 **III. DISCUSSION ITEM**

45 **A. Annual Fraud Risk Self-Assessment Report**

- Finance Director Peter Anjewierden reviewed the Fraud Risk-Self Assessment Report with the Council 00:00:42

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49 **B. FY2026 Budget**

- Mr. Anjewierden began the budget discussion by talking about capital projects. During the discussion, Mr. Anjewierden used several visual aids. See Attachment A.

52

00:12:37

- After discussion, the majority of the Council indicated they were comfortable with using Fund Balance money for capital projects, bringing the Fund Balance down to 25% of the General Fund
- Finance Director Anjewierden began a conversation on the tax rate

56
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00:33:49

- The Council discussed donations from the City included in the budget, including donations to Bonneville High School and Bonneville Communities That Care. Staff was also instructed to include a donation to Your Community Connection (YCC). No Council members were opposed to the proposed donations.

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00:41:59

- City Manager Dixon informed the Council that the cost for the Heritage Trail monuments had increased and \$35,000 more would have to allocated to the project in order to complete the eight monuments 00:49:09

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00:49:09

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69 **IV. RECESS/ADJOURN**

- At 5:56 pm Mayor Porter called for a motion to adjourn the work session

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00:51:57

73 Council Member Howe so moved, followed by a second from Council Member Howard. All
74 present voted aye.

COUNCIL MEETING MINUTES

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COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS EXCUSED

Doug Stephens

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Summer Palmer, Public Works Director Jon Andersen, Fire Chief Cameron West, Deputy Fire Chief Brandon Storey, Accounts Payable Clerk Lori Hurd, Communications and Events Manager Danielle Bendinelli, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Robin Holley, Ame Lawlar, Bruce and Joyce Hartman, Staci VanDyke

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link:

https://www.southogdencity.gov/document_center/Sound%20Files/2025/CC250805_1801.mp3

or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:09 pm. He then entertained a motion to begin the meeting. 00:00:00

Council Member Smyth so moved. The motion was seconded by Council Member Howard. In a voice vote Council Members Stewart, Howard, Smyth, and Howe all voted aye.

B. Prayer/Moment of Silence

- The mayor led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Smyth led everyone in the Pledge of Allegiance
- The mayor explained the Truth In Taxation process and property tax increase

00:00:48

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- Mayor Porter called for a motion to enter into public hearings to receive and consider comments on a proposed increase to South Ogden City’s portion of property taxes as well as other items in the FY2026 Budget

00:03:33

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

II. PUBLIC HEARINGS

To Receive and Consider Comments on the Following Items:

A. Possible Increase to South Ogden City’s Portion of Property Taxes

- The mayor invited those who wished to comment on the proposed increase on property taxes to come forward

Robin Holly – 00:04:11 Spoke against a raise in property taxes

B. FY2026 Budget

- Mayor Porter invited those who wished to speak about any other items in the budget to come forward. No one came forward to speak

00:05:22

- The mayor called for a motion to close the public hearings

00:05:31

Council Member Howe so moved, followed by a second from Council Member Smyth. All present voted aye.

III. DISCUSSION ITEMS

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

- Finance Director Peter Anjewierden affirmed the City noticed the public hearing as required by law and explained what the maximum tax increase would cost for the

00:05:54

- The council discussed the proposed property tax increase. During discussion a majority of the Council indicated they were in favor of increasing taxes the full .002578 %

00:08:41

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B. FY2025 Budget

- Council Member Stewart asked several questions about some anomalies in the budget
00:10:33

IV. ADJOURN

- At 6:29 pm, Mayor Porter called for a motion to adjourn the meeting
00:27:33

Council Member Howe so moved, followed by a second from Council Member Smyth. 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 Work Session and Council Meeting held Tuesday, August 5, 2025.


Leesa Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A

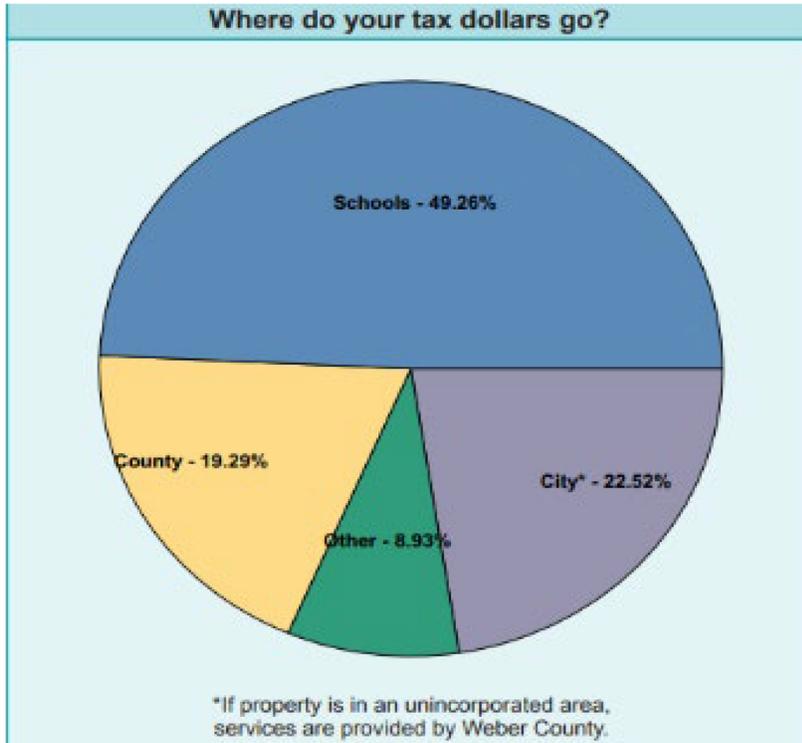
Finance Director Anjewierden's Visuals

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South Ogden City Historical Proposed vs. Adopted Rates

Fiscal Year	Calendar	County	Proposed	Difference	Adopted	County Prop. Rate	Final Budgeted Revenue	City Increase over County Rate
FY 2023	2022	0.002209	0.002408	0.000291	0.002408	\$ 3,832,456	\$ 4,177,707	9.0%
FY 2024	2023	0.002398	0.002506	0.000108	0.0025	\$ 4,201,161	\$ 4,379,859	4.3%
FY 2025	2024	0.002434	0.002507	0.000073	0.002507	\$ 4,435,551	\$ 4,568,618	3.0%
FY 2026	2025	0.002455	0.002578	0.000123	???	\$ 4,562,634	\$ 4,813,623	
Scenario 1	2025	0.002455	0.002578	0.000123	0.002578	\$ 4,562,634	\$ 4,813,623	5.0%
Increase after new growth of 21K							\$ 229,665	
Scenario 2	2025	0.002455	0.002553	0.000098	0.0025532	\$ 4,562,634	\$ 4,745,139	4.0%
Increase after new growth of 21K							\$ 161,181	

Average Home Valuation		
FY 2025	\$	451,000.00
FY 2026	\$	483,244.00



Total General Fund Balance beginning FY 2025 Pro Forma

Updated 08-05-25

	2024	2025	
6/30/2024 financial statement fund balance:	\$3,596,249.00	\$5,153,249.00	Projection
Restricted balances:			
Class "c" Funds	(\$292,602.23)	(\$292,600.00)	
Restricted Fund Balance - Other	(\$4,963.96)	(\$5,000.00)	
Restricted Fund Balance - General	\$0.00	\$0.00	
Restricted Fund Balance - leave liability	(\$860,945.17)	(\$860,900.00)	
7/2024 / 7/2025 Unappropriated Fund balance - Beginning*	\$2,437,737.64	\$3,994,749.00	*These Funds are u
35% state general fund maximum:	Actual / Projected %	35%	30%
FY 2024 General fund revenues	24%	\$15,015,125.00	\$5,255,293.75
FY 2025 General fund revenues Estimated	32%	\$16,172,300.00	\$5,660,305.00
*FY 2026 General fund revenues Estimated	36%	\$16,037,500.00	\$5,613,125.00
			\$4,504,537.50
			\$4,851,690.00
			\$4,009,375.00

*Includes 1.1 Million in Restricted Fund Balances and does not address any additional Capital Expenditure Needs

30% Would Allow the City to earmark between 600-750K for Capital Expense Needs
 25% Would Allow the City to earmark between 1.3-1.5 for Capital Expense Needs

Resolution No. 25-25

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, 2025 TO JUNE 30, 2026; 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 2025, 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, 2025 To June 30, 2026, 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 5, 2025 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, found in UCA 59-2-919; 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 2026 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, 2025 To June 30, 2026.

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 19th day of August, 2025, 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 19th day of August, 2025.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 25-25

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, 2025 To June 30, 2026; And Providing That This Resolution Shall Take Effect Immediately Upon Its Adoption And Deposit With The City Recorder.

19 Aug 25

STAFF REPORT



SUBJECT: Weber County Pre-Disaster Mitigation Plan
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: August 19, 2025

RECOMMENDATION

It is recommended that the City Council approve the attached resolution adopting the Weber County Pre-Disaster Mitigation Plan, as conditionally approved by FEMA, with an effective period through June 25, 2030. Adoption is required to maintain eligibility for federal hazard mitigation grants and finalize our participation in the regional planning process.

BACKGROUND

South Ogden City participated in the 2024 update of the Weber County Pre-Disaster Mitigation Plan, a comprehensive, multi-jurisdictional effort to assess risks from natural hazards and identify strategies to reduce long-term vulnerability across the region.

FEMA has conditionally approved the updated plan, pending formal adoption by each participating jurisdiction. This adoption must be completed in order to receive final FEMA approval and secure access to future hazard mitigation funding.

Due to the size of the full plan, a printed copy is not included with this report; however, the document is available for review via Weber County Emergency Management or by request.

ANALYSIS

The adoption of the plan ensures:

Continued eligibility for FEMA’s hazard mitigation funding programs (e.g., HMGP, BRIC)

Recognition of South Ogden’s role in regional resilience and preparedness planning

Compliance with state and federal requirements for disaster readiness and mitigation planning

Support for implementation of future projects identified in the plan, including those related to flood control, wildfire risk reduction, seismic upgrades, and infrastructure resiliency

The City has already contributed to this process; adoption finalizes our commitment and activates the benefits of participation.

SIGNIFICANT IMPACTS

Financial: Positions the City to apply for and receive FEMA funding for mitigation projects

Operational: Enhances emergency management coordination and planning

Compliance: Satisfies federal planning requirements under the Stafford Act

Strategic: Supports long-term goals for public safety and community resilience

ATTACHMENTS

None

Resolution No. 25-26

A RESOLUTION OF SOUTH OGDEN CITY UTAH, ADOPTING THE WEBER COUNTY, UTAH PRE-DISASTER MITIGATION PLAN 2024

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

WHEREAS, the City Council finds that in conformance with 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, South Ogden City recognizes the threat that natural hazards pose to people and property within South Ogden City; and

WHEREAS, South Ogden City has prepared a multi-hazard mitigation plan, hereby known as Weber County, Utah Pre-Disaster Mitigation Plan 2024 in accordance with federal laws, including the [Robert T. Stafford Disaster Relief and Emergency Assistance Act](#), as amended; the [National Flood Insurance Act of 1968](#), as amended; and the [National Dam Safety Program Act](#), as amended; and

WHEREAS, the Weber County, Utah Pre-Disaster Mitigation Plan 2024 identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in South Ogden City from the impacts of future hazards and disasters; and

WHEREAS, adoption by South Ogden City demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Weber County, Utah Pre-Disaster Mitigation Plan 2024;

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

SECTION 2 – PLAN APPROVED

South Ogden City Hereby Adopts the Weber County, Utah Pre-Disaster Mitigation Plan 2024, Available By Clicking the Link <https://drive.google.com/file/d/1DKxjma9RBHAYc5sG8cuy-F3CpXQDAy7S/view?usp=sharing> and later on www.southogdencity.gov. While Content Related To South Ogden City May Require Revisions To Meet The Plan Approval Requirements, Changes Occurring After Adoption Will Not Require South Ogden City To Re-Adopt Any Further Iterations Of The Plan.

Subsequent Plan Updates Following The Approval Period For This Plan Will Require Separate Adoption Resolutions.

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 V - 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 19th day of August, 2025, 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, 2025.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

STAFF REPORT



SUBJECT: Preventative Maintenance Agreement with Stryker
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: August 19, 2025

RECOMMENDATION

It is recommended that the City approve a 36-month preventative maintenance agreement with Stryker Medical to service the South Ogden Fire Department's gurneys, cardiac monitors (LIFEPAK 15), and LUCAS mechanical CPR devices. This agreement will ensure reliable operation of critical EMS equipment, improve patient and provider safety, and reduce long-term maintenance costs.

BACKGROUND

South Ogden Fire Department relies on Stryker-manufactured Power-PRO XT gurneys, Power-LOAD systems, LIFEPAK 15 cardiac monitors, and LUCAS 3 mechanical CPR devices as part of its daily EMS response. These assets are essential to safe and effective patient care and undergo frequent use in the field.

To ensure operational readiness, compliance with state EMS regulations, and manufacturer warranty adherence, proactive maintenance is both best practice and critical for risk management. The department has historically addressed maintenance on a reactive basis, which can lead to unanticipated service interruptions and higher repair costs.

ANALYSIS

The agreement includes comprehensive parts, labor, travel, and preventative maintenance coverage. Each line item includes a 15% discount off list pricing and provides full manufacturer-certified service. The contract is structured across multiple line items to cover staggered service periods and equipment types.

SIGNIFICANT IMPACTS

- Financial: The total cost of the 36-month agreement is \$33,520.67, to be paid in three annual installments of \$11,173.56. This expenditure will be covered by the Ambulance Enterprise Fund. The pricing reflects a 15% bundled discount across all devices.
- Operational: Reduces equipment downtime, eliminates service scheduling burdens, and ensures frontline crews have reliable, mission-critical equipment.

- Safety: Minimizes risk to both patients and providers by ensuring that cardiac monitors, gurneys, and CPR devices are always functioning to specification.
- Compliance: Supports agency readiness for audits, inspections, and meets standards outlined by EMS regulators and medical device manufacturers.

ATTACHMENTS

Contract

Resolution No. 25-27

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN
AGREEMENT WITH STRYKER CORPORATION FOR
PREVENTATIVE MAINTENANCE OF FIRE DEPARTMENT
MEDICAL EQUIPMENT**

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 much of the medical equipment used by the Fire Department is manufactured by Stryker Corporation; and,

WHEREAS, the City Council finds that the Fire Department medical equipment must be maintained to ensure the safe and effective care of patients, operational readiness, and compliance with Utah EMS regulations; and,

WHEREAS, staff has determined that entering into a service agreement with Stryker Corporation will best meet the needs of the Fire Department; and,

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

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 and Approves the "Standard Terms and Sale" and "Preventative Maintenance" Purchase Order, Attached Hereto as Attachment "A" And By This Reference Fully Incorporated Herein; And Authorizes The City Manager To Sign, and The City Recorder To Attest, All Documents Necessary To Complete the Transaction.

SECTION 2 - 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 3 - 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 4- 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 5 - DATE OF EFFECT

This Resolution shall be effective on the 19th day of August, 2025, 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, 2025.

SOUTH OGDEN CITY

Russell L. Porter,
Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 25-27

Resolution Of South Ogden City Approving An Agreement With Stryker Corporation For Preventative Maintenance Of Fire Department Medical Equipment

19 Aug 25

STANDARD TERMS OF SALE (US)

1. **General.** All sales of Products distributed by Stryker in the United States are subject to the following terms and conditions. In these “Standard Terms of Sale”, “Stryker” means Stryker Corporation and any of its affiliates providing Products to Customer, goods and services sold by Stryker are referred to as “Products”, and the purchaser of the Products is referred to as the “Customer.” Stryker and Customer are herein collectively referred to as “Parties”.
2. **Price and Taxes.**
 - 2.1. Prices shown on Stryker invoices are net of discounts provided at the time of purchase and Products listed on an invoice may be subject to additional rebates or discounts, for which separate documentation is provided by Stryker. Customer must: (i) claim the value of all rebates and/or discounts in Customer’s fiscal year earned or the immediately following fiscal year; (ii) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payors as required by law or contract; and (iii) provide agents of the U.S. or a state agency with access to all information from Stryker concerning discounts and rebates upon request.
 - 2.2. Stryker’s price does not include sales, use, value added, franchise, gross receipts, profits, excise, privilege, occupation, personal property, withholding and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated (collectively, “Taxes”). Customer will be liable for all Taxes, whether or not Stryker invoices Customer for such Taxes (unless Customer will provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or customs authorities).
3. **Payment Terms.** Unless otherwise provided on Stryker’s invoice, invoices must be paid in full by Customer thirty (30) days after the date of Stryker’s invoice. Any amount not paid on time may be subject to a late fee of 1.5% per month prorated (18% per annum), or the maximum interest rate allowable by law, whichever is the highest. Stryker, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments or suspend services, without prejudice to any other lawful remedy, in the event that: (i) the sale would cause to be exceeded any credit limit that Stryker will have extended to Customer under Section 4 below; (ii) if at any time Stryker determines that Customer’s financial condition or credit rating does not justify a sale on credit; or (iii) Customer is at any time in default in any indebtedness or obligation that Customer owes to Stryker. Stryker may require advance payment or may ship Cash on Delivery (“COD”). Payment must be made to Stryker at the location designated in Stryker’s invoice. Customer must notify Stryker in writing of any disputed invoice within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt, such invoice will be deemed to have been approved and accepted by Customer.
4. **Credit Policies.** Based upon Customer’s financial position and payment history, Stryker may, in Stryker’s sole discretion, assign Customer a credit limit. Customer’s total pending orders and outstanding accounts payable to Stryker must remain within the amount of the credit limit. Stryker may at any time, in Stryker’s sole discretion, modify or discontinue Customer’s credit limit or modify Stryker’s credit terms and other credit policies. Neither this paragraph nor any other provision of these Standard Terms of Sale makes Customer a dealer or distributor of Stryker or obligates Stryker to sell any Products to Customer.
5. **Delivery, Title and Risk of Loss.** Unless otherwise provided on an invoice, or except for Products purchased on a consignment basis, all Products purchased directly from Stryker will be shipped F.O.B Origin, freight, insurance and handling prepaid and added to the invoice. Title and risk of loss transfer to Customer upon Stryker’s delivery of the Products to a common carrier. Shipping and delivery dates are estimates only, and time is not of the essence. Stryker may ship all the Products at one time or in portions. Stryker will have the right to determine the method of shipment and routing of the Products, unless Stryker agrees otherwise in writing. Stryker will not utilize Customer’s designated third party freight management service to ship Product. All Products will be shipped to the address indicated in the “ship to” portion of Customer’s purchase order. Stryker reserves the right to refuse to ship the Products to third parties.
6. **Consignment and Loaned Instrumentation.** To the extent Products are consigned or loaned to Customer, the additional terms and conditions set forth in in [Appendix 1](#) hereto will apply.
7. **Stryker Communications Products.** To the extent Products purchased by Customer include equipment and installation services provided by Stryker’s Communications division, the additional terms and conditions set forth in [Appendix 2](#) hereto will apply.
8. **Trade-in Equipment.** If applicable, any trade-in discount offered by Stryker and may be reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer’s request. Customer transfers and delivers unto Stryker all of Customer’s rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped, at Customer’s expense, to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker’s instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with Section 3.
9. **Service Providers.** In the event Customer utilizes any supply chain solutions and/ or invoicing systems (“Service Provider”) other than GHX, Stryker is not responsible for any fees associated with such Service Provider. Notwithstanding the foregoing if Customer

utilizes a Service Provider at Customer's own cost, Stryker requires a separately executed agreement between Stryker and such Service Provider which shall require the Service Provider to maintain the confidentiality of Stryker's proprietary or confidential information ("**Confidential Data**") and prohibits Service Provider from (i) disclosing and/or selling any data disclosed to a third party or (ii) using it for the sole purpose of obtaining benchmarking analysis. Customer represents and warrants that any data disclosed to Service Provider will be protected by confidentiality language no less stringent than in these Standard Terms of Sale and also including the following limitations: Confidential Data shall not be sold to a third party or used for the any purpose other than for the reason it was disclosed (e.g., billing and/or invoicing).

10. Product Training. Stryker may provide technical training, including both initial training for new users and supplemental training for existing users, as needed to promote the safe and effective use of its Products sold to Customer. Such technical training will be provided for any health care practitioner who uses or intends to use the Product and is employed by, or is on the active medical staff of, Customer. If Stryker provides the technical training to a health care professional, it may pay for or reimburse the reasonable expenses, including meals, lodging and transportation, actually incurred by eligible recipients in connection with the technical training provided under this paragraph. Such training is not deemed a condition precedent to sale of the Products or Customer's acceptance thereof.

11. Warranties, Return Policies and Maintenance.

- 11.1. In addition to Stryker's current standard Product warranties, if applicable, Stryker warrants that: (i) it has good title to Products shipped directly to Customer, free of all liens, claims and encumbrances; and (ii) the Products, at the time of sale, meet applicable FDA clearance or approval (as applicable) necessary for commercial sale. Notwithstanding the foregoing clause (i), Customer agrees that Stryker will retain a purchase money security interest in the Products, and to any proceeds from the disposition of such Products, until the purchase price and other charges due Stryker have been paid in full. Upon any default by Customer hereunder, Stryker will have any and all rights and remedies of secured party under the Uniform Commercial Code which right will be cumulative.
- 11.2. THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1 AND STRYKER'S STANDARD PRODUCT WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS SOLD TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 11.3. Products returned by Customer for credit, replacement and/or repair will be at Stryker's sole discretion and in accordance Stryker's applicable return policy.
- 11.4. Stryker's standard Product warranties and return policies can be found at www.stryker.com/returnpolicy. Stryker's Product warranties apply only to (i) the original end-user purchaser of Products directly from Stryker or its authorized distributors and (ii) Products manufactured by Stryker. Unless otherwise agreed to in writing by Stryker, non-Stryker Products are sold "as-is" with no warranty of any kind, express or implied.
- 11.5. In addition to Stryker's standard Product warranties, service plans for repairs and maintenance may be purchased at any time for a number of Stryker's capital equipment Products. These special service plans cover repair and/or maintenance that the designated piece of equipment may require during the term of the service plan contract. Specific service plan details are available through your local Stryker sales representative. Stryker's service terms and conditions are set forth in **Appendix 3** hereto.
- 11.6. Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Standard Terms of Sale. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "**Stryker Data**" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aid Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

12. Software License.

- 12.1. Certain Products contain software that is installed into the Products by Stryker. Stryker owns this software and each sale of a software-containing Product is not a sale of such software; it includes only a license to use the software in the Product in which the software was initially installed solely in accordance with the documentation provided with such Product. The license for any such software may be embedded in the equipment, the product documentation or available on <https://www.stryker.com/us/en/legal/it.html> and shall automatically apply to such product on first use of the product. ANY SOFTWARE LICENSE PROVIDED BY STRYKER DOES NOT EXTEND TO ANY MAINTENANCE OR SERVICE SOFTWARE SHIPPED TO OR LOCATED AT CUSTOMER'S PREMISES WHICH IS INTENDED TO ASSIST STRYKER EMPLOYEES OR AGENTS IN THE INSTALLATION, TESTING, SERVICE, AND MAINTENANCE OF ANY PRODUCT. CUSTOMER ACKNOWLEDGES THAT SOFTWARE PROVIDED WITH A PRODUCT MAY CONTAIN THIRD PARTY SOFTWARE (INCLUDING BUT NOT LIMITED TO OPEN SOURCE SOFTWARE LICENSES), AND THAT SUCH SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE LICENSE THAT ACCOMPANIES IT. A LIST OF OPEN SOURCE SOFTWARE USED IN STRYKER PRODUCTS AND THEIR APPLICABLE LICENSES MAY BE FOUND AT <https://www.stryker.com/us/en/legal/it.html>.

- 12.2. Any license granted by Stryker to use the software contained in its Products does not give the licensee the right to copy, alter, disassemble, reverse engineer, create derivative works of such software or to use such software in either original or modified form in any product other than the Stryker Product in which the software was initially installed by Stryker. Such use is strictly prohibited.
- 12.3. Prior to delivering a Product containing software, Stryker may, but is not required to, require Customer to execute a license agreement to acknowledge the terms of this Section 12 and any additional terms under which Stryker may elect to license its software. If a Customer elects not to sign a license agreement, Stryker reserves the right to cancel the order for the Product containing the software. If Customer accepts a Product without agreeing to any additional licensee agreement, Customer is still bound by the license term set forth herein. If Customer receives a Stryker Product without executing a license, the Customer is still bound by the applicable license.

13. Indemnity.

- 13.1. Stryker agrees to indemnify Customer from any third party liability (“Claims”) which Customer suffers directly as a result of: (i) a defect in workmanship of the Products that are manufactured by Stryker; or (ii) if applicable, a defect in the reprocessing services, for any Products that are subject to Stryker’s reprocessing services. This indemnification does not apply to Claims arising from: (a) an injury due to the negligence of any person other than an employee or agent of Stryker; (b) the failure of any person other than an employee or agent of Stryker to follow any labeling, manuals and/or instructions for use of the Products; (c) the use of any product (or any accessories) not purchased from Stryker; or (d) Product that has been modified, altered, or repaired by any person other than an employee or agent of Stryker. Customer agrees to indemnify Stryker against any Claims to the extent arising from (a) through (d) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents. The rights and obligations relating to indemnification for any Claims relating to a Product are expressly defined only by these Standard Terms of Sale.
- 13.2. Stryker’s indemnification obligations under this Section 13 are conditioned on Customer promptly providing Stryker with timely written notice of any Claim for which indemnification is sought. Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer’s prior written consent (which will not be unreasonably withheld).

14. Insurance.

- 14.1. Stryker will maintain general liability insurance, including coverage for products and completed operations liability, auto liability insurance and workers’ compensation and employer’s liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Stryker that might arise out of Stryker’s execution under these Standard Terms of Sale. To the extent permitted by applicable laws and regulations, Stryker has the right to comply with this requirement through a program of self-insurance. When requested by Customer in writing, Stryker will furnish an insurance certificate or other documentation evidencing the insurance or self-insurance coverage required above.
- 14.2. Customer will maintain appropriate types of liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Customer that might arise out of purchases of Products by Customer hereunder, including liability arising out of Customer’s indemnity obligations set forth in Section 13 above. When requested by Stryker in writing, Customer will provide a certificate of insurance evidencing such coverage.

15. Limitation of Liability. STRYKER’S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS MINUS DEPRECIATION OR IN THE CASE OF SERVICES, SERVICE FEES PAID BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. NEITHER PARTY WILL BE ENTITLED TO, NOR WILL BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS OR REVENUE OR BUSINESS INTERRUPTION.

16. Confidentiality. Stryker and Customer: (i) will hold in strictest confidence Product pricing, proposals, invoices and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; (ii) hereby covenant that, subject to Section 2.1, they will not disclose such information to any third party without prior written authorization of the one to whom such information relates; and (iii) agree that any breach or threatened breach of this section may cause irreparable harm, that a remedy at law will be inadequate to remedy such a breach or threatened breach, and that this section will be enforceable by way of a restraining order or injunction, without the necessity of posting a bond, in addition to any other available legal remedies.

17. Default. In the event of Customer’s default in payment for the Products purchased hereunder, Customer will be responsible for all reasonable costs and expenses (including reasonable attorney’s fees) incurred by Stryker in collection of any sums owing by Customer, and Stryker will not be obligated to make any further deliveries to Customer. Should Customer elect to cancel its order, in whole or in part, Customer will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling Customer’s purchase order.

18. Unavoidable Delay. If Stryker is not able to finish and deliver the Products to Customer on time because of anything that Stryker cannot control (such as act of God, casualty, labor trouble, accidents or unavailability of supplies or transportation), then the estimated delivery time will be extended accordingly, and Stryker will not be liable to Customer for any damages that the delay causes.

- 19. Compliance with Law; Not For Resale or Export.** Customer represents and warrants that it: (i) will comply with all applicable laws and regulations of the various states and of the United States in the use of the Products; and (ii) is buying Product(s) for its internal use only, and not for resale or export.
- 20. Miscellaneous.** These Standard Terms of Sale constitute the entire agreement between the Parties with respect to the purchase of Products, and any modification or amendments must be in writing and signed by both Parties. The Standard Terms of Sale are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer. In the event the Parties enter into a written agreement with respect to the purchase of Products and there is a conflict between the written agreement and these Standard Terms of Sale, the terms and conditions of such written agreement shall govern. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby rejected by Stryker and will not be binding in any way on Stryker. Neither Party will transfer or assign any or all of its rights or interests, or delegate any of its obligations, hereunder, without the prior written consent of the other Party (which consent will not be unreasonably withheld); provided, however, Stryker may assign its rights or interests, or delegate its obligations, in whole or in part, to any of its affiliates without the prior consent of Customer. The Standard Terms of Sale will be binding upon, will inure to the benefit of, and be enforceable by permitted successors and assigns of the Parties. The rights and remedies conferred under these Standard Terms of Sale apply only to Stryker and Customer and will not be construed to inure to the benefit of or provide any right of action to any other person, including without limitation any patient or third-party payor. In the event that any provision of these Standard Terms of Sale is determined to be unenforceable or invalid, such provision will nonetheless be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. These Standard Terms of Sale will be governed by and construed in accordance with the laws of the State of Michigan as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.
- 21. Professional Services.** Stryker may provide professional services to Customer, including, but not limited to, consulting, advisory, program development and implementation and data analytics services. Such services are only provided to Customer, and governed by, separate services contracts entered into by Stryker and Customer and are not subject to these Standard Terms of Sale.

APPENDIX 1 - CONSIGNMENT AND LOANED INSTRUMENTATION TERMS

1. Consignment.

- 1.1. Stryker will place at Customer's facility on a consignment basis, such quantities and types of Product as Customer and Stryker may mutually agree upon (the "**Consigned Inventory**"). The initial quantities, types and applicable par levels for Consigned Inventory (and any future modification thereto) will be agreed upon in writing by the Parties. Customer must provide appropriate space to store and safeguard the Consigned Inventory. Customer fully acknowledges and accepts complete responsibility for the Consigned Inventory and agrees to handle and store the Consigned Inventory in compliance with all applicable Product labeling, laws and regulations. Customer agrees to maintain protocols and/or procedures to ensure compliance with the same.
- 1.2. All Consigned Inventory is the property of Stryker until withdrawn by Customer; however, Customer accepts all risk of loss and full responsibility for the condition of any shortages in and the payment for all Consigned Inventory which may be used, opened, lost, or damaged. Customer must return to Stryker all damaged Consigned Inventory, and Stryker will arrange to have the damaged items destroyed. Customer must use reasonable efforts to: (i) identify all Consigned Inventory as being the property of Stryker and label it separately by Stryker division within Customer's storerooms and operating rooms; (ii) separate Consigned Inventory from property of Customer (including products housed in inventory carts); and (iii) maintain complete and accurate records concerning the Consigned Inventory.
- 1.3. Customer, in its sole discretion, will determine whether to withdraw items of Consigned Inventory. As a Product is withdrawn from the Consigned Inventory, the Product will be deemed to have been purchased by Customer, title in the Product will pass to Customer and title in the sale proceeds will vest in and belong to Stryker. Within two (2) business days from the withdrawal from Consigned Inventory, Customer must issue to Stryker a purchase order for such withdrawn Product. In the event Customer fails to issue a purchase order to Stryker, Stryker, at its option, may place Customer on credit hold and remove Consigned Inventory from Customer's facility. Customer acknowledges that Stryker incurs substantial administrative costs when purchase orders are delayed beyond the purchase order issuance timeframe set forth herein. Stryker shall assess, and Customer shall pay, an administrative surcharge for the delayed issuance of purchases orders as follows (the "**Administrative Surcharge**"): 2% of the purchase order amount for a purchase order issued one to five (1-5) days late; 5% of the purchase order amount for a purchase order issued six to ten (6-10) days late; 8% of the purchase order amount for a purchase order issued eleven to fifteen (11-15) days late; 10% of the purchase order amount for a purchase order issued sixteen (16) or more days late.
- 1.4. Stryker may conduct an audit (including a physical inventory) of the Consigned Inventory during business hours upon 24 hours' notice to Customer. In the event that Stryker's audit of the Consigned Inventory concludes that inventory is missing, Customer agrees that it will pay to Stryker any monies which are due and owing based on the missing inventory. In the event that Stryker's audit of the Consigned Inventory concludes that a surplus exists, Stryker will adjust Consigned Inventory par levels as necessary to reflect the levels as determined by the audit. Customer and Stryker agree to meet within fifteen (15) days after an audit has been completed by Stryker to resolve whether a surplus or a shortfall exists.
- 1.5. In the event the Consigned Inventory includes human tissue grafts, Customer agrees to: (i) comply with all applicable federal and state laws and regulations relating to the consigned human tissue grafts, including, without limitation, all applicable tissue tracking requirements and applicable standards and guidelines adopted by the American Association of Tissue Banks; and (ii) control the consigned human tissue grafts according to temperature requirements and JCAHO Tissue and Issuance Standards 17.10, 17.20, and 17.30.
- 1.6. Upon notice or expiration or termination of a consignment arrangement, Customer will, within ten (10) days, deliver as directed by Stryker all Consigned Inventory then in the possession or control.

2. Loaned Instrumentation. If applicable, Stryker may provide certain of its non-disposable orthopaedic surgical instruments ("**Instrumentation**") to Customer as follows:

- 2.1. Stryker will place at Customer's facility on a loaned basis, such quantities and types of Product or Instrumentation as Customer and Stryker mutually agree upon (collectively, the "**Loaned Inventory**").
- 2.2. Customer will have no ownership interest in the Instrumentation; however, Customer is responsible for maintaining the Instrumentation in good condition and for using reasonable care in its handling and storage. Customer will be responsible for any loss of or damage to the Instrumentation. Customer must use reasonable efforts to (i) identify all Loaned Inventory as being the property of Stryker, (ii) separate Loaned Inventory from other property of Customer, and (iii) maintain complete and accurate records concerning the Loaned Inventory.
- 2.3. Except as otherwise provided, Instrumentation will be provided by Stryker on a loaned basis at no additional cost or expense to Customer except as noted in the preceding paragraph. The Instrumentation provided is restricted for use with the Products only and is not separately reimbursable and has no independent value. Customer will maintain appropriate property insurance on the Instrumentation during the term of any Instrumentation loan arrangement to provide coverage against loss by theft, fire damage, acts of nature or other cause. Upon request by Stryker, Customer will provide a certificate of insurance evidencing such coverage, which will name Stryker as a named insured and loss payee, as its interests may appear.
- 2.4. Upon expiration or termination of an Instrumentation loan arrangement, Customer shall with ten (10) days, deliver by Stryker all Loan Inventory then in its possession or control.

APPENDIX 2 – STRYKER COMMUNICATIONS EQUIPMENT PURCHASE AND INSTALLATION SERVICES TERMS

The terms of this Appendix 2 will apply to Customer’s purchase of Stryker Communications equipment (“**Equipment**”) and any related services from Stryker’s Communications division. In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 2, relative to Equipment and services sold by the Communications division only, this Appendix 2 will govern. Stryker Communications may offer standalone software products to Customer. Such software is only licensed to Customer, and governed by, separate software license agreements entered into by Stryker Communications and Customer and are not subject to these Standard Terms of Sale, including this Appendix 2.

1. **Equipment Purchases.**

1.1. **Payment Terms:**

- 1.1.1. **Deposit:** A non-refundable deposit of fifty percent (50%) of the Equipment purchase price will be due upon Stryker Communications acceptance of Customer’s purchase order (“**Deposit**”).
- 1.1.2. **Additional Payments:** Additional payments for Equipment will be invoiced upon Stryker Communications shipment of the Equipment and are payable by Customer in accordance with the Standard Terms of Sale.
- 1.1.3. **Engineering Services:** Charges for any Engineering Services (as defined in Section 1.3 below) will be invoiced by Stryker Communications as they are performed, or upon shipment of Equipment to Customer, whichever is later. Such invoices are payable by Customer in accordance with the Standard Terms of Sale.
- 1.1.4. **Contingency:** Customer may elect to include a contingency charge amount on its purchase order that may be applied as a credit for potential future changes or additions to the Stryker Communications Equipment that Customer wishes to purchase (“**Contingency Charge**”). If Customer elects to make such a change or addition, any charges for such change or addition will be added to the Equipment purchase price and will be deducted from the Contingency Charge until such Contingency Charge is exhausted. Customer may make changes or additions in an amount up to the then current balance of the Contingency Charge without initiating the Change Order process as further described in Section 1.4 below. Pricing for all Equipment changed or added in such a way will be at a discount off Stryker Communications list price equivalent to the discount provided on the applicable purchase order. In the event of an unapplied Contingency Charge balance upon completion of the order, Customer will not be obligated to pay such amount. Unapplied Contingency Charge balances may be cancelled upon written request from the Customer.

1.2. **Shipment and Installation Dates:**

- 1.2.1. The Parties agree to estimate the date that installation of the Equipment will occur (the “**Anticipated Installation Date**”). The actual dates of shipment will be mutually agreed upon between Stryker Communications and Customer (“**Shipment Date**”); provided, however, that the Anticipated Installation Date may not be changed less than eight (8) weeks prior to the scheduled Anticipated Installation Date. Stryker Communications will use its commercially reasonable best efforts to meet all Shipment Dates requested by Customer. Customer understands that production and installation scheduling will not occur until Stryker Communications’ receipt of: (i) Customer’s deposit payment pursuant to Section 1.1.1; and (ii) a completed shipment and installation date confirmation form. If Customer requests a rescheduling of the installation date with less than eight (8) weeks’ notice prior to the Anticipated Installation Date, Customer agrees to accept all shipments of ordered Products no later than the original installation date and, if necessary, make necessary arrangements for storage of the Stryker Communications Equipment at Customer’s expense until the rescheduled installation date.
- 1.2.2. If Customer delays or extends shipment or installation of the Equipment, Customer will arrange for and notify Stryker Communications of the place or places to which Stryker Communications will ship the Equipment for storage at Customer’s expense and all risk of loss or damage to the Equipment will be the responsibility of the Customer. Stryker Communications will invoice Customer for the Equipment upon shipment and Customer agrees to pay such invoice in accordance with the Standard Terms of Sale.

1.3. **Engineering Services:** Stryker Communications agrees to provide the engineering services described in the project proposal provided to Customer, if any, subject to the terms and conditions hereof (“**Engineering Services**”).

1.4. **Change Orders:** Options, upgrades and additions to Stryker Communications Equipment may be available (“**Change Orders**”). Change Orders will require a new purchase order or an addendum to the original purchase order, which could result in changes to the total purchase price. Change Orders made less than eight (8) weeks prior to the scheduled installation date may result in shipping delays and additional expenses for expedited shipping.

2. Installation Services: Charges for Installation Services (as defined in Section 2.2 below) will be invoiced upon Customer Acceptance (as defined in Section 2.2 below). If installation of the Equipment is completed in phases at Customer’s request, Stryker Communications will invoice Customer separately for the Installation Services provided in each phase. Such invoices are payable by Customer in accordance with the Standard Terms of Sale.

2.1. **Customer Acceptance:** Acceptance of Installation Services will occur on the earlier of the following: (i) Stryker Communications’ receipt of a “Customer Acceptance Form” signed by Customer; (b) clinical utilization of Stryker Communications Equipment by Customer; or (iii) fifteen (15) days after the completion of installation of Stryker Communications Equipment (“**Customer Acceptance**”).

2.2. **Installation Services:** The Installation Services to be provided by Stryker in connection with Stryker Communications Equipment are further defined in the project proposal provided to Customer (the “**Installation Services**”). Customer’s proposal should state whether

installation pricing includes work on nights, weekends, multiple trips (e.g. phased project installations), and/or union support. If not explicitly noted, Installation Services are presumed to include regular working hours, single phase, and no union support. Please consult the appropriate Stryker Communications Sales Representative with any questions. If additional Installation Services are required: (i) because of Customer's failure to complete its Pre-Installation Responsibilities described below in Section 2.4.2; (ii) because of a Customer requests to install in a manner dissimilar to that quoted (e.g. weekends only); or (iii) if the installation date is rescheduled with less than eight (8) weeks' notice prior to the Anticipated Installation Date, Stryker Communications may, at its discretion, invoice Customer an additional \$1,500 per day per installation technician.

2.3. **Stryker Responsibilities**

- 2.3.1. **Pre-Installation Meeting Responsibilities:** Stryker Communications will facilitate an Equipment pre-installation planning meeting to be held at Customer's site before construction begins. At, or before this meeting, Stryker Communications will provide Customer and Customer representatives with Stryker Communications Equipment pre-installation guide ("**Pre-Installation Guide**"). Additional detailed pre-installation requirements are included in the Pre-Installation Guides. All pre-installation work performed must adhere to the Pre-Installation Guide. Stryker Communications will schedule and lead the discussions and review the Drawings (as defined in Section 2.4.2 below) with Customer's Project Manager, Clinical Department Manager and representatives from all installing contractors. Stryker Communications will schedule and lead the discussion and review of the Pre-Installation Guide and designation of exact responsibilities of all contractors. Stryker Communications will schedule and lead the discussion of mounting plate(s) placement, pre-install design specifications and routing requirements of all applicable services.
- 2.3.2. **Layout/Placement Drawings:** Stryker Communications will provide final Equipment layout/placement drawings ("**Drawings**") for review within five (5) business days of acceptance of purchase order and Deposit payment. The Drawings will include Product placement and configuration of services. Within six (6) weeks after acceptance of Customer's purchase order and no less than fourteen (14) weeks before the scheduled Shipment date, Customer must deliver to Stryker Communications a copy of the signed Drawings, which have been approved by the Customer's Project Manager and the Clinical Department Manager (or respective designees). Customer understands Stryker Communications will not schedule production until the signed Drawings are received by Stryker Communications; and Stryker Communications is not responsible for any direct or indirect costs related to resulting delays.
- 2.3.3. **Inspection and Evaluation Responsibilities:** Stryker Communications will review superstructure requirement (e.g. weights and moments) with Customer's contractors and Project Manager. When requested, Stryker Communications will provide Customer with knowledgeable third-party resources regarding superstructure. Any consulting done with said third parties will be at the Customer's expense. Stryker Communication will review equipment installation procedures and process with Customer. Stryker Communications will track construction schedules and make certain both Parties are adhering to originally agreed upon timelines. Stryker Communications will provide Customer with specifications necessary to order applicable network services (obtaining and payment for these services are the Customer's responsibility).
- 2.3.4. **Installation Responsibilities:** Stryker Communications is responsible for the Equipment installation responsibilities as stated in the Pre-Installation Guide (these responsibilities apply only to purchased Stryker Communications Equipment unless otherwise agreed upon in the project proposal).
- 2.3.5. **Technical Support:** Technical phone support for trouble shooting and technical questions on the Equipment is available at no charge to Participant during the applicable warranty period. Technical phone support for trouble shooting and technical questions is available 8:00 a.m. to 5:00 p.m. CST Monday- Friday. Additional service and support packages, if not purchased under this Agreement, are available at Stryker Communications then-prevailing rates for such services. Please contact your Stryker Communications Sales Representative for more information.

2.4. **Customer Responsibilities**

- 2.4.1. **Customer Pre-Installation Meeting Responsibilities:** Customer commits to: (i) ensure representatives of Customer's contractors (e.g. electrical, mechanical, gas installer, architect, structural engineer) and Customer's Project Manager, Clinical Department Manager, and any other appropriate Customer personnel are in attendance at all meetings; (ii) provide final completion dates for completion of electrical panel test, gas performance test, and superstructure; (iii) obtain all necessary permits, inspections and/or licenses related to the proposed work; (iv) ensure that the superstructure meets the Stryker Communications requirements; (v) ensure that all Customer requirements in the Pre-Installation Guides have been addressed; and (vi) provide network access (as applicable).
- 2.4.2. **Customer Pre-Installation Responsibilities:** Prior to installation date, Customer agrees to: (i) remove all old Equipment from the installation area and transport to Customer's disposal area; (ii) provide ready access to installation site(s) for Stryker Communications personnel; (iii) ensure that the installation site has been prepared in compliance with Stryker Communications specifications as detailed in the Pre-Installation Guides, (including the installation of mounting ring and other support apparatus for the Equipment); (iv) ensure all conduits and gas installation provided by Customer's contractors are installed as specified in the Drawings and any applicable architectural drawings; (v) ensure Equipment shipping containers (unopened) are in the installation location (including endoscopic equipment, if applicable); (vi) ensure that AC electrical circuits are installed as provided in the Pre-Installation Guides; and (vii) ensure data and other rough-in requirements specified in the Pre-Installation Guides are connected, working and complete. Customer understands and agrees to complete and send to Stryker Communications the install and ship confirmation form at least eight (8) weeks prior to installation date.
- 2.4.3. **Customer Installation Responsibilities:** Customer responsibilities include: (i) arrange for a locally certified electrician to complete electrical power connections to Stryker Communications Equipment; (ii) arrange for a locally certified medical gas technician to test gas connections in Stryker Communications Equipment; (iii) ensure that the Customer designated staff members who are responsible for Product maintenance are available for instruction on basic maintenance procedures; and (iv)

perform inspection and functional assessment of installed Stryker Communications Equipment to agreed upon specifications and provide written notification of approval (Customer acceptance form) or complete a project punch list (nonconforming items that have no functional effect on the system) within ten (10) business days of completed Installation Services.

- 2.4.4. Stryker Communications and Customer jointly agree to organize an inspection and valuation meeting to be held at least thirty (30) days before installation date. Customer is responsible for ensuring all appropriate personnel are in attendance.

APPENDIX 3 - PROCARE SERVICES – TERMS AND CONDITIONS

The terms of this Appendix 3 will apply to Customer's purchase of Services as outlined in the Stryker Quote for Service ("Quote"). In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 3, relative to Service, this Appendix 3 will govern.

1. **Service.** Stryker will perform the repair and maintenance services (collectively, the "Services") to Capital Equipment ("Equipment") rendered in connection with the Quote.
2. **Service Terms and Conditions.** The Services will be subject to the ProCare Services Terms and Conditions set forth below.
3. **Product Maintenance.** Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
4. **Warranty; Limitations of Warranty and Liability.** During the Term, Stryker warrants, with the exception of software maintenance services, the following:
 - 4.1. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
 - 4.2. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
 - 4.3. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
 - 4.4. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
 - 4.5. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.
5. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of the Standard Terms of Sale. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under the Standard Terms of Sale and represents that it will obtain all necessary consents from patients.
6. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Standard Terms of Sale as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; (i) any Services provided by Stryker Endoscopy do not include replacement lamps, fee-based software upgrades, voice control upgrades and disposable or consumable products or parts; (j) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker's quote), mattresses, disposable items, IV poles or rust or corrosion damage; (k) any Services provided for Equipment used for Navigation does not include: (i) parts, labor & travel associated with hardware or instrument upgrades needed to accommodate software upgrades, and (ii) products associated with or required for use to accommodate software upgrades; or (l) any Services provided by Stryker Communications do not include surgical light replacement bulbs, documentation stations, fee-based software upgrades, service lines, mounting structures, upgrades/field modifications and disposable or consumable products or parts. Customer agrees to provide personal protective equipment ("PPE") to OnSite/Clinical

Specialists. Notwithstanding anything else in this Standard Terms of Sale in the event Customer fails to provide appropriate industry-standard PPE to all OnSite/Clinical Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite/Clinical Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.

7. Indemnification.

- 7.1. Stryker will indemnify Customer against any third party liability and/or damages (“**Claims**”) which Customer suffers directly as a result of bodily injury (including death) or property damage arising solely from the gross negligence or, willful misconduct of Stryker or its employees agents, or contractors in the course of providing Services. The foregoing indemnification will not apply to any Claims arising from: (i) an injury or damage due to the negligence of any person other than a Stryker employee or agent; (ii) the failure of any person other than a Stryker employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker; or (iv) any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent. Customer agrees to indemnify and defend Stryker against any Claims arising from (i) through (iv) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents.
- 7.2. Stryker's indemnification obligations under this Section 7 are conditioned on Customer promptly providing Stryker with timely written notice of any Claim for which indemnification is sought. Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

8. Return of Instrumentation or Equipment. In the event instrumentation (“**Instrumentation**”) or Equipment provided to Stryker contains patient information (“**PHI**”), such PHI should be removed before servicing. Moreover, PHI is not needed in order to properly repair any Instrumentation or Equipment provided by Customer. Stryker is not responsible for and may not be held liable for the integrity or security of any PHI contained on any Instrumentation or Equipment.

9. Confidentiality. Stryker and Customer: (i) shall hold in confidence this Standard Terms of Sale and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.

10. Non-Solicitation and Non-Hire. Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

11. Background Check. Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:

- Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
- Employment history verification;
- SSN trace, including address history verification;
- OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
- FDA Debarment and Disqualified/Restricted List search;
- OIG/HHS Exclusion List check;
- EPLS/GSA Exclusion List check;
- Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
- Motor vehicle check

During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

12. Parts and Subcontracting. Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services.

13. Independent Contractor. The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.



PREVENTATIVE MAINTENANCE

Quote Number: 11155305
 Version: 1
 Prepared For: SOUTH OGDEN FIRE DEPT
 Attn:

Rep:
 Email:
 Phone Number:

GPO: EMS
 Quote Date: 07/29/2025
 Expiration Date: 09/30/2025

DUAL Service Rep Name:
 DUAL Service Rep Email:

Contract Start: 09/01/2025
 Contract End: 08/31/2028

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	SOUTH OGDEN FIRE DEPT	Name:	SOUTH OGDEN FIRE DEPT	Name:	SOUTH OGDEN FIRE DEPT
Account #:	20172479	Account #:	20172479	Account #:	20172479
Address:	3950 ADAMS AVE	Address:	3950 ADAMS AVE	Address:	3950 ADAMS AVE
	SOUTH OGDEN		SOUTH OGDEN		SOUTH OGDEN
	Utah 84403-2113		Utah 84403-2113		Utah 84403-2113

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO Parts, Labor, Travel Preventative Maintenance	36	2	\$1,221.00	15.0%	\$3,113.55	\$6,227.10
2.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD Parts, Labor, Travel Preventative Maintenance	36	2	\$2,016.00	15.0%	\$5,140.80	\$10,281.60
3.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance	36	2	\$1,815.00	15.0%	\$4,628.25	\$9,256.50
4.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO 10/01/2026 - 08/31/2028 Parts, Labor, Travel Preventative Maintenance	23	1	\$1,221.00	15.0%	\$1,989.21	\$1,989.21
5.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR 02/01/2026 - 08/31/2028 Parts, Labor, Travel Preventative Maintenance	31	2	\$1,313.00	15.0%	\$2,883.13	\$5,766.26
ProCare Total:								\$33,520.67
ProCare Annual Payment:								\$11,173.56

Price Totals:



PREVENTATIVE MAINTENANCE

Quote Number: 11155305
Version: 1
Prepared For: SOUTH OGDEN FIRE DEPT
Attn:

Rep:
Email:
Phone Number:

GPO: EMS
Quote Date: 07/29/2025
Expiration Date: 09/30/2025

DUAL Service Rep Name:
DUAL Service Rep Email:

Contract Start: 09/01/2025
Contract End: 08/31/2028

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at www.stryker.com/stnc. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a written agreement governing the purchase/sale of goods and/or services.

Payment Schedule

Starting Balance:

\$33,520.67

Date	Payment	Balance
09/01/2025	\$11,173.56	\$22,347.11
09/01/2026	\$11,173.56	\$11,173.56
09/01/2027	\$11,173.56	\$ -

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	650600000 0	PROCARE-SVC-POWERPRO	131040621
1.0	650600000 0	PROCARE-SVC-POWERPRO	180139805
2.0	639005550 001	PROCARE-SVC-POWER-LOAD	2212012400090
2.0	639005550 001	PROCARE-SVC-POWER-LOAD	2018012400646
3.0	99577-001 957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48884001
3.0	99577-001 957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48888770
4.0	650705550 001	PROCARE-SVC-POWERPRO	2307003906
5.0	99576-000 063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3521S486
5.0	99576-000 063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3521S487

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number _____

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.