



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

**TUESDAY, OCTOBER 7, 2025- 5PM**

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, October 7, 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

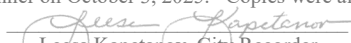
**II. REVIEW OF COUNCIL MEETING AGENDA**

**III. DISCUSSION ITEMS**

**A. Water Fund**

**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 October 3, 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.

# Enterprise Water Fund

Pro Forma Projections for five years

Scenario 1 Current Pace

No Rate Adjustment

7.7% revenue Trend increase

Cash Flows		2025-26 Current / 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
<b>2025 Ending Cash Balance:</b>		<b>323,000.00</b>				
Water Sales*	\$	2,633,341	\$ 2,633,341	\$ 2,633,341	\$ 2,633,341	\$ 2,633,341
Additional Average Revenue	\$	220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000
<b>Revenue Totals</b>	<b>\$</b>	<b>2,853,341</b>	<b>\$ 2,853,341</b>	<b>\$ 2,853,341</b>	<b>\$ 2,853,341</b>	<b>\$ 2,853,341</b>
Current Expenses	\$	1,528,211	\$ 1,574,057	\$ 1,621,279	\$ 1,653,705	\$ 1,686,779
Capital / Project Expenses	\$	2,028,689	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
<b>Expense totals</b>	<b>\$</b>	<b>3,556,900</b>	<b>\$ 3,074,057</b>	<b>\$ 3,121,279</b>	<b>\$ 3,153,705</b>	<b>\$ 3,186,779</b>
<b>Projected Balance Year End</b>	<b>\$</b>	<b>(380,559)</b>	<b>\$ (601,274)</b>	<b>\$ (869,212)</b>	<b>\$ (1,169,575)</b>	<b>\$ (1,503,012)</b>

## Year End Projected Balance

\*Water Sales are consistent and represent 88% of Water Revenues

# Enterprise Water Fund

Pro Forma Projections for five years

Scenario 2 Current Pace Cut Expenses Raise Rates Transfer in 900K

Rate Adjustment	7.7% trend + 6% January		3% half Year		No increase		No increase		4.0%	
	2025-26		2026-27 Future		2027-28		2028-29		2029-30	
	Current / Next year		Year 2		Future Year 3		Future Year 4		Future Year 5	
Cash Flows	Projected		Projected		Projected		Projected		Projected	
2025 Ending Cash Balance:	1,223,000.00									
Water Sales*	\$	2,712,342	\$	2,793,712	\$	2,793,712	\$	2,793,712	\$	2,905,460
Additional Average Revenue	\$	220,000	\$	220,000	\$	220,000	\$	220,000	\$	220,000
Revenue Totals	\$	2,932,342	\$	3,013,712	\$	3,013,712	\$	3,013,712	\$	3,125,460
Current Expenses	\$	1,528,211	\$	1,574,057	\$	1,621,279	\$	1,653,705	\$	1,686,779
Capital / Project Expenses	\$	2,028,689	\$	500,000	\$	500,000	\$	1,500,000	\$	1,500,000
Expense totals	\$	3,556,900	\$	2,074,057	\$	2,121,279	\$	3,153,705	\$	3,186,779
Projected Balance Year End	\$	598,442	\$	1,538,096	\$	2,430,529	\$	2,290,537	\$	2,229,218
Current Expenses Increase		3%		3%		3%		2%		2%
Cash On Hand Days (Goal 180)		61		271		418		265		255

	Sewer	Storm
2024 YE Cash	2,327,398	2,444,400
2025 Aprox. YE Cash	2,435,100	3,026,400

# Enterprise Water Fund

Pro Forma Projections for five years

Scenario 3 Front Load Bond Projects infuse 300K

No Rate Adjustment      7.7% current revenue Trend increase

Cash Flows		2025-26	2026-27 Future	2027-28	2028-29	2029-30
		Current / Next year	Year 2	Future Year 3	Future Year 4	Future Year 5
		Projected	Projected	Projected	Projected	Projected
2025 Ending Cash Balance:		8,123,000.00				
Water Sales*	\$	2,633,341	\$ 2,633,341	\$ 2,633,341	\$ 2,633,341	\$ 2,633,341
Additional Average Revenue	\$	220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000
Revenue Totals	\$	2,853,341	\$ 2,853,341	\$ 2,853,341	\$ 2,853,341	\$ 2,853,341
Current Expenses	\$	1,528,211	\$ 1,574,057	\$ 1,621,279	\$ 1,653,705	\$ 1,686,779
Capital / Project Expenses	\$	2,300,000	\$ 2,600,000	\$ 2,600,000	\$ 1,500,000	\$ 1,500,000
Expense totals	\$	3,828,211	\$ 4,174,057	\$ 4,221,279	\$ 3,153,705	\$ 3,186,779
Projected Balance Year End	\$	7,148,130	\$ 5,827,415	\$ 4,459,477	\$ 4,159,114	\$ 3,825,677
Current Expenses Increase		3%	3%	3%	2%	2%

\*Water Sales are consistent and represent 88% of Water Revenues



## NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, OCTOBER 7, 2025 - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, October 7, 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](https://www.youtube.com/@southogdencity) and [www.facebook.com/southogdencity](https://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 Stewart

#### II. RECOGNITION OF EMPLOYEES

Promotion of Randy Thomason to Lieutenant

- III. **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.

#### IV. RESPONSE TO PUBLIC COMMENT

#### V. CONSENT AGENDA

- A. Approval of September 16, 2025 Council Minutes
- B. Proclamation Declaring October 3-11, 2025 as Weber State Homecoming Week in South Ogden City
- C. Approval of Class C Beer License for Steiny's Family Sports Grill Located at 3809 Riverdale Road

**VI. DISCUSSION / ACTION ITEMS**

- A. Consideration of **Resolution 25-30** – Approving a Franchise Agreement With Comcast
- B. Consideration of **Resolution 25-31** – Approving an Agreement with Wasatch Constables for Justice Court Bailiff and Constable Services
- C. Consideration of **Resolution 25-32** – Appointing Matt Jennings as the South Ogden City Constable

**VII. DISCUSSION ITEMS**

Possible Development Moratorium in Small Area Plan Zones

**VIII. REPORTS/DIRECTION TO CITY MANAGER**

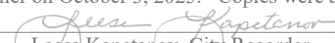
- A. City Council Members
- B. City Manager
- C. Mayor

**IX. CLOSED EXECUTIVE SESSION**

In Accordance With 52-4-205(1)(c), to discuss pending or reasonably imminent litigation

**X. 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 October 3, 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.



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

TUESDAY, SEPTEMBER 16, 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, Finance Director Peter Anjewierden, Fire Chief Cameron West, Police Chief Darin Parke, Communications and Events Manager Danielle Bendinelli, 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/CC250916\\_1701.mp3?t=202509181744250](https://www.southogdencity.gov/document_center/Sound%20Files/2025/CC250916_1701.mp3?t=202509181744250)** 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 the meeting to order and called for a motion to begin  
00:00:00

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

## 36 II. REVIEW OF AGENDA ITEMS

- 37 • No one asked for review of agenda items

### 41 III. EMERGENCY MANAGEMENT TRAINING – Fire Chief Cameron West

- 42 • Chief West used visuals as part of his training. See Attachment A.

00:01:02

#### 46 IV. RECESS/ADJOURN

- 47 • At 6:00 pm Mayor Porter called for a motion to adjourn the work session

00:58:22

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



## COUNCIL MEETING 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, Finance Director Peter Anjewierden, Fire Chief Cameron West, Deputy Fire Chief Brandon Storey, Communications and Events Manager Danielle Bendinelli, and Recorder Leesa Kapetanov

### MEMBERS OF THE PUBLIC PRESENT

Alex Miller, Bryan Benard, Jamie Cypers, Manny Cypers, Curtis & Paige VandenBosch, Bruce & 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://cms7.revize.com/revize/southogdennew/document\\_center/Sound%20Files/2025/CC250916\\_1758.mp3?t=202509181746450](https://cms7.revize.com/revize/southogdennew/document_center/Sound%20Files/2025/CC250916_1758.mp3?t=202509181746450)

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 6:00 pm. He then entertained a motion to begin.  
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 Howe led everyone in the Pledge of Allegiance
- Mayor Porter announced that he would like to make a change to the agenda. There would be no recognition of employees and public comments would be heard before the presentation. There was no objection from any members of the Council.

00:00:55

94 **III. PUBLIC COMMENTS**

- 95 • Alex Miller 00:01:22 Expressed concern about rental  
96 properties in his neighborhood  
97  
98

99 **IV. RESPONSE TO PUBLIC COMMENT**

- 100 • The mayor asked Mr. Miller to give staff the addresses of the properties and staff would look at  
101 them 00:04:55  
102  
103  
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105 **II. PRESENTATION**

106 Fox Chase Homeowner's Association

- 107 • Manny Cypers, representing the Fox Chase Homeowner's Association made a presentation on a  
108 sports court built on City property. Bryan Benard, a resident of the Fox Chase Subdivision, also  
109 made comments 00:06:13  
110  
111  
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114 **V. CONSENT AGENDA**

115 **A. Approval of August 19, 2025 Council Minutes**

- 116 • Mayor Porter asked if there were any questions or corrections for the minutes; seeing none,  
117 he called for a motion to approved the consent agenda  
118 00:46:57  
119

120 **Council Member Howe so moved. The motion was seconded by Council Member Smyth.**  
121 **All present voted aye.**  
122  
123  
124

125 **VI. DISCUSSION / ACTION ITEMS**

126 **A. Consideration of Resolution 25-28 – Cancelling the 2025 South Ogden City Election**

- 127 • City Recorder Leesa Kapetanov explained this item  
128 00:47:18  
129 • Mayor Porter called for a motion to approve Resolution 25-28  
130 00:49:36  
131

132 **Council Member Howard so moved, followed by a second from Council Member Howe.**  
133 **There was no further discussion. The mayor called the vote:**  
134

135 **Council Member Stewart - Yes**  
136 **Council Member Howard - Yes**  
137 **Council Member Smyth - Yes**

Council Member Stephens - Yes  
Council Member Howe - Yes

The 2025 Election was cancelled.

**B. Consideration of Resolution 25-29 – Approving a Cost to Cure Contract with Ogden Golf and Country Club**

- City Manager Dixon explained the contract and the reason for it  
00:50:25
- Discussion by Council 00:52:58
- Mayor Porter called for a motion to approve Resolution 25-29  
01:01:46

Council Member Howard so moved. Council Member Howe seconded the motion. After determining there was no further discussion, the mayor made a roll call vote:

Council Member Howe - Yes  
Council Member Howard - Yes  
Council Member Stewart - No  
Council Member Smyth - Yes  
Council Member Stephens - No

The motion stood. Resolution 25-29 was adopted.

**VII. STAFF REPORTS**

**A. Planning Updates and Discussion – Alikea Murphy**

- Ms. Murphy used a visual presentation as part of her updates. See Attachment B.  
01:03:11
- Discussion by Council 01:23:12

**B. Code Enforcement – Guillermo Garcia**

- Mr. Garcia also used a presentation. See Attachment C.  
01:33:23

**VIII. DISCUSSION ITEMS**

**A. RAMP Grant Applications**

- Public Works Director Jon Andersen facilitated this discussion. He shared a handout with the council. See Attachment D.

01:52:27

- The Council directed staff to prepare a major grant application for Meadows Park and a minor application each for improvements at Nature Park and more bathrooms at the 40<sup>th</sup> Street Park.

## IX. REPORTS/DIRECTION TO CITY MANAGER

### A. City Council Members

Council Member Howe - 02:08:50

Council Member Howard - 02:09:32

Council Member Stewart - 02:09:58

Council Member Smyth - 02:14:11

Council Member Stephens - 02:15:23

B. City Manager 02:16:58

C. Mayor 02:18:58

## X. ADJOURN

- At 6:40 pm, Mayor Porter called for a motion to adjourn the meeting  
02:21:19

**Council Member Smyth so moved. Council Member Howe seconded the motion. The voice vote was unanimous in favor of the motion.**

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, September 16, 2025.

  
Leesa Kapetanov, City Recorder

\_\_\_\_\_  
Date Approved by the City Council

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## ATTACHMENT A

Emergency Management Training Visuals

## Introduction & Examples

- Disasters don't wait for the perfect time.
- Recent real-world examples: wildfire, flood, hazmat.
- Question: If that happened here, what role would you play?



## Your Role as an Elected Official



Set policy – adopt/support emergency plans.



Support leadership – back up Fire Chief/Emergency Manager.



Approve declarations and funding.



Communicate confidence and facts.



You are the trusted face of reassurance.

## Incident Command System (ICS)



## Continuity of Government (COG)



Ensure line of succession.



Identify alternate/backup locations.



Maintain access to critical records.



If leadership is unavailable, who steps in next?

## Public Information & Messaging



One message, many voices.



PIO leads; you amplify facts.



Your words shape public trust.



Stick to facts – not speculation.



Mini role-play: how would you answer the press?

## Recovery & Leadership



Recovery lasts longer than response.



Provide visible, calm leadership.



Support policy and funding for rebuilding.



Transparency builds trust.



Recovery is where leadership is remembered.



## Wrap-Up & Resources



You're the leader: be visible, calm, supportive.



Resources: FEMA IS-100, 200, 700 + Local EOP.



Reflective question: What would your community expect from you tomorrow?

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## ATTACHMENT B

Visuals for Planner Alikea Murphy Report

**3' WATERWAY**

**24" CURB AND GUTTER**

**DUMPSTER PAD**

**REVERSE PAN CURB AND GUTTER**

**HARDSCAPE LEGEND**

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- LANDSCAPE AREA
- SP. 1000 (1" DIA.) COTTON BALL LIGHTS
- CONCRETE CURB AND GUTTER
- PAVEMENT
- REVERSE PAN CURB AND GUTTER
- LAND PAVEMENT
- SP. 1000 (1" DIA.) COTTON BALL LIGHTS

**ASPHALT PAVEMENT**

**SIDEWALK SECTION**

**GRAPHIC SCALE**

**THE MARGO! SOUTH OGDEN TOWNHOMES**  
3602 SOUTH WASHINGTON BLVD., SOUTH OGDEN, UT  
HARDSCAPE PLAN

### KEYED NOTES

REF. FINISHES: INTERIOR FINISHES, SEE SCHEDULE  
EXTERIOR FINISHES, SEE SCHEDULE

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### MATERIAL LEGEND

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## ATTACHMENT C

Presentation by Code Compliance Officer Guillermo Garcia

South Ogden City

# Code Compliance

## Complaints Received & Property Cases



APPROX. 135  
COMPLAINTS RECEIVED  
THROUGH PHONE CALLS



APPROX. 110  
COMPLAINTS RECEIVED  
THROUGH EMAILS



WORKED ON APPROX.  
165 PROPERTIES



70% OF CASES ARE BACK  
INTO COMPLIANCE



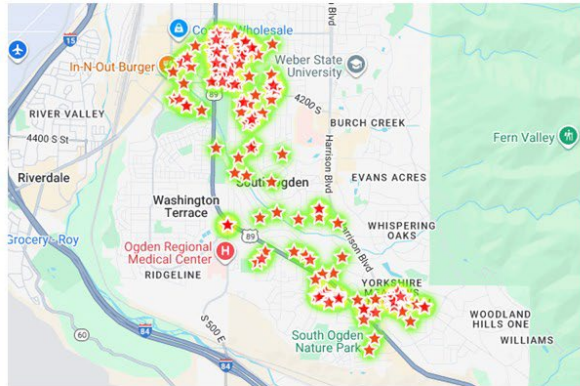
20% OF CASES HAVE A 2  
WEEK WARNING PERIOD



10% OF CASES ARE  
WORKING ON GETTING  
PROPERTY BACK INTO  
COMPLIANCE



# Case History Heat Map



## iWork Code Compliance Module

### STEPS TO START NEW CASE



Address (property or parcel)



Activities (actions applied to case)



Active Code Violations



Notes



Add Letter to Property owner

For other case escalations we can add fines and different case status

## Code Priorities



Fire Hazards



Line Of Sight



Blocked  
Sidewalks/Public  
Areas



Overgrown  
Vegetation



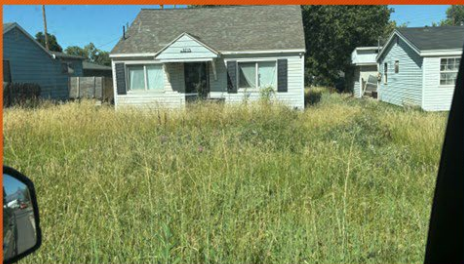
Improper Storage



Trip/Fall Hazards



Unsafe Accessory  
Buildings





## Code Violation Case Process



### BEFORE



### AFTER



**BEFORE**



**AFTER**



## Code Compliance Approach

**REACTIVE =  
COMMUNITY DRIVEN  
BUT INCONSISTENT**

**PROACTIVE =  
STAFF-DRIVEN,  
CONSISTENT, BUT  
REQUIRES MORE  
RESOURCES**

**HYBRID =  
EFFICIENT, FAIR AND  
BROADER CITY  
COVERAGE**



## Enhancing City Code

Property Parking  
Regulations

Approved Parking  
Surfaces

Open Storage  
Regulations

Open Carport Storage  
Regulations

## Contacting Code Compliance

Email Complaints to [CODE@SOUTHOGDENCITY.GOV](mailto:CODE@SOUTHOGDENCITY.GOV)



## QUESTIONS & DISCUSSION

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## ATTACHMENT D

Handout from Public Works Director Jon Andersen

# RAMP 2026

## Current RAMP Projects

- Municipality - \$17,500 annually
  - Multi-use scoreboard at Club Heights ballfield
  - Currently getting costs - Install early spring 2026
- Fields at Burch Creek Park \$193,000.00 (Sod installed)
  - Doing a project walk through this week 9-15-25
  - Total project cost will be \$450,814.10
    - RAMP Funding \$193,000
    - AYSO Donation \$20,000
    - South Ogden responsible - \$237,841.10

## Possible Minor RAMP Applications for 2026

- Nature Park Playground resurfacing - \$173,056.00 (\$125,000)
  - *Have a current estimate.*
- Nature Park Splash Pad upgrade - \$78,115.40 (\$50,000)
  - *Have a current estimate*
  - Needs a new controller
- Club Heights Playground \$185,000- \$200,000
  - Option 1-\$188,090.88
  - Option 2-197,448.00
    - Two current estimates
- Friendship Park Two Pickle Ball Courts \$175,000 - \$200,000
  - \$175,000 - \$200,000.00
    - Two courts connected to Westside of the existing tennis Courts
- Meadows Park Phase I (minor) \$585,098 - Total \$385,280-SOC \$199,818-RAMP
  - Reapply for the above application (2023)
- 40<sup>th</sup> St Restroom improvements - \$150,000- \$350,000
  - New addition to accommodate more users at the park
- 40<sup>th</sup> St Bowery's \$225,000 - \$450,000
  - Update/Remove big bowery and install 4-8 smaller bowery's to separate/accommodate the different type users at the park
- Club Heights Bowery \$125,000 - \$350,000
- Burch Creek Field Restrooms \$275,000-\$400,000

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651  
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## **Major RAMP Grant Application 2026**

- Meadows Park Phase I & Partial II \$462,698.75 RAMP application 2024
    - -Total estimated cost \$905,397.50 (-\$442,698.75)
    - Requested more funding and moved application to the Major Ramp Category 2024
- SOC ----- \$442,698.25
- RAMP Request ----- \$462.698.75
- Total Project----- \$905,397.50

### **Restroom Phase - +/- \$400K (included in 2024 RAMP Application)**

- Restroom +/- \$300K
- Utilities +/- \$30K
- Walks +/- \$30K
- Misc. Landscape Etc. +/- \$40K

### **Court Phase +/- \$300K**

- Basketball Court +/- \$80K
- Pickleball Courts +/- \$80K
- Lighting +/- \$30K
- Walks +/- \$30K
- Misc. Landscape Etc. +/- \$30K

### **Playground Phase I +/- \$350K**

- Playground edge and surfacing +/- \$70K
- Playground 2-5 yr and Shade +/- \$250K
- Walks +/- \$15K
- Misc. Landscape Etc. +/- \$15K

### **Playground Phase II +/- 500K**

- Playground 5-12 yr and shade +/- 475K
- Playground surfacing material +/- \$10K
- Misc. Landscape Etc. +/- \$15K

### **Shelter Phase +/- \$200K**

- Pavilion +/- \$85K
- Picnic +/- 45K
- Utilities +/- \$10K
- Walks +/- \$30K
- Misc. Landscape Etc. +/- \$30K

**DECLARING OCTOBER 3-11, 2025 AS  
“WEBER STATE UNIVERSITY HOMECOMING WEEK”  
IN SOUTH OGDEN CITY**

- WHEREAS,** Weber State University, founded in 1889, and South Ogden City have been close neighbors since the City was founded in 1936; and
- WHEREAS,** South Ogden City and Weber State University have an ongoing cooperative and supportive relationship; and
- WHEREAS,** Homecoming week is a long-standing American tradition that brings communities together to rally behind the hometown team; and
- WHEREAS,** Everyone, including South Ogden business owners, alumni, fans, and community members can show their Wildcat pride in many ways, including wearing purple, prominently displaying a Weber State flag, participating or volunteering in Homecoming events, or donating to Weber State University programs; and
- WHEREAS,** the City of South Ogden now wishes to show its support on behalf of Weber State University;

**NOW, THEREFORE** the South Ogden City Council and Mayor Russell L. Porter hereby proclaim October 3-11, 2025 as

**WEBER STATE UNIVERSITY HOMECOMING WEEK**

in South Ogden City and encourage all South Ogden residents to join them in showing their Wildcat Pride in support of Weber State University.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of October, 2025.

---

Russell L. Porter, Mayor

ATTEST:

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Leesa Kapetanov, MMC  
City Recorder



# Business License- Beer



**Submitted by:** Curveball Inc. dba Steiny's Family Sports Grill

**Submitted On:** 2025-10-02 16:14:33

**Submission IP:** 172.59.153.210 (172.31.16.188)  
proxy-IP (raw-IP)

**Status:** Open

**Priority:** Normal

**Assigned To:** Leesa Kapetanov

**Due Date:** Open

## Attachments

- [20251002162734031.pdf](#) - 2025-10-02 04:14:34 pm

## Transaction details

**ID:** PGVY161IRq649vD753F9

**Total:** \$200.00

**Status:** Complete

**Vendor Reference Id:** 244761104



## SOUTH OGDEN CITY BEER LICENSE APPLICATION

### Electronic Signature Agreement.

This electronic signature agreement applies to the rest of this form any time you are asked to sign (type) your name. By clicking "I AGREE", you agree that your electronic signature will act the same as a physical signature would, had you physically signed a paper form. If you do not agree to use your electronic signature on this form, contact our office at (801) 622-2709 to arrange to fill out a paper copy.

☒ I Agree

**INFORMATION ON BUSINESS WHERE ALCOHOL WILL BE AVAILABLE (This information is public)**

**\* Business Name**

Curveball Inc. dba Steiny's Family Sports Grill

**\* Business Street Address (including suite or unit number)**

3809 Riverdale Road

**City**

South Ogden

**\* Zip**

84403

**Business Phone (to be released to public)**

8017552516

**\* Business Owner Name**

John Stein

Business owner's name is public, however all other owner's information is private.

\* \* \*

**BUSINESS OWNER INFORMATION (This information is private)**

**\* Owner Street Address**

**\* Owner City**

**\* State**

**\* Zip**

**\* Owner Phone**

**\* Owner Driver's License Number**

**\* Email where all communication, including notices, renewals, and license will be sent.**

All communication by City will be sent via this email only.

**\* The owner must submit a recent (within past six months) BCI background check.**

No file selected.

The owner must submit a recent (within past six months) BCI background check. field is required

\* \* \*

For which type of beer license are you applying?

- ☐ Class A - Beer and/or liquor (if approved by the State) is served and consumed on or off premises (bar, tavern, microbrewery).
- ☐ Class B - Beer sold on premises, but on premises consumption is prohibited (convenience and grocery stores, State liquor stores).
- ☒ Class C - Beer and/or liquor (if approved by the State) may be served with a meal in a restaurant.

## PAYMENT

Only choose one of the selections below if you are paying with a credit card.

- ☐ Class A Beer License- \$250
- ☐ Class B Beer License- \$100
- ☒ Class C Beer License- \$200

If you do not wish to pay with a credit card, you can mail a check for the correct amount to:

South Ogden City  
Attn: Business Licensing  
3950 Adams Ave., Ste. 1  
South Ogden UT 84403

Make sure to include enough information with the check so we can apply the payment to the correct application.

You can also pay with cash, check, or credit card by coming to City Hall, 3950 Adams Ave., South Ogden UT 84403.

**Your application will not be processed until payment is received.**

☐ I will be paying by check or in person at City Hall

\* I/We state that I/we are the applicant/owner above named; and that the statements contained on this application are true and correct. I/We understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of my license. I/We also understand that the City Business License Official may require additional information as permitted by the ordinance, and agree to supply the same as part of this application. I/We hereby agree to conduct said business in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true to the best of my/our knowledge. I/We further understand that the City may release the name, address, phone number, owners name and nature of business. All other information is confidential.

John Stein

Please type name

## Data Privacy Notice

The personal data collected on this form is used to review business license applications. If you fail to provide the required personal data, South Ogden City may not approve the permit. The business name, address, phone number, website address, and business owner name is classified as public and will be posted on the City's website as well as share with anyone who requests it. All other license application information is classified as private and will only be shared with other governmental entities who will also treat it as private information. Your public and private information will not be sold. This form and the information on it will be retained for four years after the license is marked as inactive/closed.

## History

Class C Beer License- \$200 - 200.00

**Total: 200.00**



Approved



Denied

by the South Ogden City Chief of Police.

*Sarin Roche*  
Signature

*10/3/2025*  
Date

**Resolution No. 25-30**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING A FRANCHISE  
AGREEMENT WITH COMCAST FOR TELECOMMUNICATIONS  
SERVICES**

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

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

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

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

**WHEREAS**, the City Council finds that Comcast has the ability to provide these services to meet the city's needs; and,

**WHEREAS**, the City Council finds that City now desires to further those ends by entering into an agreement with Comcast to provide such services; and,

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

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

The "**Franchise Agreement**" Between South Ogden City And Comcast, Attached Hereto As **Attachment "A"** and by This Reference Fully Incorporated Herein, Is Approved And Adopted, The City Manager Authorized To Sign, And The City Recorder To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

## **SECTION II - PRIOR ORDINANCES AND RESOLUTIONS**

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

## **SECTION III - REPEALER OF CONFLICTING ENACTMENTS**

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

## **SECTION IV - SAVINGS CLAUSE**

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

## **SECTION V - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of October, 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 7<sup>th</sup> day of October, 2025

**SOUTH OGDEN CITY**

---

Russell L. Porter, Mayor

**ATTEST:**

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Leesa Kapetanov, MMC  
City Recorder

# **ATTACHMENT "A"**

## **Resolution No. 25-30**

Resolution Of South Ogden City Approving A Franchise Agreement With Comcast  
For Telecommunications Services

07 Oct 25

## **FRANCHISE AGREEMENT**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between South Ogden City, Utah (hereinafter, the “City”) and Comcast of Utah II, Inc. (hereinafter, “Grantee”).

The City, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

### **SECTION 1 - Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”).

1.1. “Effective Date” means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the “Term” section herein.

1.2. “Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.3. “Gross Revenue” means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

### **SECTION 2 - Grant of Authority**

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant



to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

### **SECTION 3 – Construction and Maintenance of the Cable System**

3.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

#### **SECTION 4 - Customer Service Standards; Customer Bills; and Privacy Protection**

4.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended.

4.2. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

#### **SECTION 5 - Oversight and Regulation by Franchising Authority**

5.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

#### **SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

#### **SECTION 7 - Enforcement and Termination of Franchise**

7.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

7.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the

Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

7.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

## **SECTION 8 – Competitive Equity**

### **8.1. New Video Service Provider.**

8.1.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the City, or (ii) otherwise begins to provide video services to subscribers in the City (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the City under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

8.1.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the City.

8.2 The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

## **SECTION 9 - Miscellaneous Provisions**

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

9.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

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To the Grantee:

Comcast  
Attn: Government Affairs  
9602 S 300 W  
Sandy, UT 84070

with a copy to:

Comcast Cable  
Attn.: Government Affairs Department  
1701 JFK Blvd, 49<sup>th</sup> Floor  
Philadelphia, PA 19103

9.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings,

agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.5. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

9.6. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

9.7. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For Franchising Authority**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Comcast**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# STAFF REPORT



**SUBJECT:** Constable Appointment & Contract  
**AUTHOR:** Chief Darin Parke  
**DEPARTMENT:** Police  
**DATE:** October 7, 2025

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## RECOMMENDATION

I recommend the council renew the appointment of Matt Jennings as Constable for South Ogden City and approve the Contract with Wasatch Constables to continue providing court bailiffs.

## BACKGROUND

Prior to October 2019, the Police Department provided Police Officers to fill the role of court bailiffs in South Ogden Justice Court. The cost of an officer and the disruption to workflow within the department were not cost effective or efficient. Alternatives were reviewed.

On October 15, 2019, the South Ogden City Council appointed Matt Jennings, employed by Wasatch Constables, as the City's Constable. The council also approved a contract with Wasatch Constables for Constable Jennings' to provide court security.

## ANALYSIS

The contract and constable appointment from 2019 for court bailiffs is expiring. The Assistant City Manager is the administrator over South Ogden Justice Court including court bailiffs.

Appointment of a Constable for a City requires a recommendation from the Chief of Police. I contacted the Assistant City Manager and was told the current bailiff service is acceptable.

Three steps need to occur. 1, A Constable Appointment Recommendation from the Chief of Police (this document). 2, Council approval of the constable appointment via resolution. 3, Council approval a contract with Wasatch Constables to provide court bailiffs.

## SIGNIFICANT IMPACTS

## ATTACHMENTS



**Resolution No. 25-31**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT  
WITH WASATCH CONSTABLES FOR BAILIFF AND PRISONER  
TRANSPORT SERVICES**

**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 under Utah Code § 53-10-102 and 28 CFR 20.3(g)(1), Court is a Criminal Justice Agency.

**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 bailiff, prisoner transport, and criminal arrest services related to its Justice Court operations; and,

**WHEREAS**, the City Council finds it necessary to address constable, bailiff, prisoner transport, and criminal arrest services related to its Justice Court operations within the city consistent with state and federal requirements; and,

**WHEREAS**, the City Council finds that Wasatch Constables provides constable, bailiff, prisoner transport, and criminal arrest services by contract to municipalities in and around Weber County, Utah; and,

**WHEREAS**, the City Council finds that its Justice Court needs such services; and,

**WHEREAS**, the City Council finds that the Parties to this proposed agreement have determined that it is mutually advantageous to sign this Agreement for the provision of constable, bailiff, prisoner transport, and criminal arrest services related to the City's Justice Court operations.

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

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

The City Council of South Ogden City, State Of Utah, Authorizes and Approves the "Agreement Justice Court, Bailiff, & Prisoner Transport", 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.

The foregoing recitals are fully incorporated herein.

## **SECTION II - 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 III - 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 will not be construed to revive any act, order or resolution, or part repealed.

## **SECTION IV - SAVINGS CLAUSE**

If any provision of this Resolution be held or deemed or shall be invalid, inoperative or unenforceable, such will 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 V - DATE OF EFFECT**

This Resolution will be effective on the 7<sup>th</sup> day of October, 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 7<sup>th</sup> day of October, 2025.

**SOUTH OGDEN CITY**

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Russell L. Porter, Mayor

**ATTEST:**

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Leesa Kapetanov, MMC  
City Recorder

# **ATTACHMENT "A"**

## **Resolution No. 25-31**

Resolution Of South Ogden City Approving An Agreement With Wasatch Constables  
For Bailiff And Prisoner Transport Services

07 Oct 2

# AGREEMENT

## JUSTICE COURT BAILIFF & PRISONER TRANSPORT FOR THE SOUTH OGDEN JUSTICE COURT

This AGREEMENT FOR JUSTICE COURT SECURITY & PRISONER TRANSPORT ("Agreement") is between SOUTH OGDEN CITY, a municipality of the State of Utah ("City"), and WASATCH CONSTABLES LC, a Utah limited liability company ("Constable"). It becomes effective on the date the South Ogden City Recorder attests the applicable City signature.

### RECITALS

WHEREAS Constable provides bailiff, prisoner transport, and criminal arrest services by contract to municipalities in and around Weber County, Utah.

WHEREAS South Ogden City needs such services.

WHEREAS under Utah Code § 53-10-102 and 28 CFR § 20.3(g)(1), the South Ogden City Court is a Criminal Justice Agency.

WHEREAS the Parties have determined it is mutually advantageous to enter into this Agreement.

### AGREEMENT

Considering the promises and covenants hereinafter contained, the parties agree as follows:

**1. Scope of Work and Term.** Constable will provide bailiff and prisoner transport services for the City as described in Exhibit "A" for a term of five (5) years commencing on the date this Agreement is executed. The City has the right to extend this Agreement for an additional term of up to four (4) years by giving Constable written notice at least ten (10) days before the expiration of the original term.

**2. Payment for Services.** City will pay Constable for services provided to City as specified in Exhibit "B" (Price Schedule).

**3. Furnishing Materials and Labor.** Constable must furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement. Except, City will provide all necessary magnetometers and Internet access.

**4. Indemnifications.** The following indemnification requirements apply to this Agreement:

a. Constable indemnifies the City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Constable's intentional, reckless, or negligent performance hereunder. If City's tender of defense, based upon this indemnity provision, is rejected by Constable, and Constable is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Constable must pay City's reasonable costs, expenses, and attorney's fees

incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing requires Constable to indemnify the indemnitee against the indemnitee's negligence. The provisions of this section 4 survive the termination of this Agreement.

b. City assumes no responsibility for any damage or loss that may occur to Constable's property, except the obligation City assumes that it will not willfully or intentionally damage the property of Constable. City has no responsibility for any equipment maintenance, or for Constable's employees. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

**5. Insurance Requirements.** The Constable must adhere to these insurance requirements:

a. *GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.*

i. All policies of insurance must be issued by insurance companies licensed to do business in the state of Utah and either:

1. Currently rated A- or better by A.M. Best Company;

-OR-

2. Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

ii. Constable must furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

iii. If any work is subcontracted, Constable must require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Constable hereunder.

iv. All required certificates and policies must be endorsed as needed to provide that coverage thereunder cannot be canceled or modified without providing, in a manner approved by the City Attorney, 30 days' prior written notice to City or 10 days' prior written notice for cancellation due to non-payment of premiums.

b. *REQUIRED INSURANCE POLICIES.* Constable, at its own cost, must secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

i. Workers' compensation and employer's liability insurance enough to cover all of Constable's employees under Utah law, unless a waiver of coverage is allowed and acquired under Utah law. If any work is subcontracted, Constable must require its subcontractor(s) similarly to provide workers' compensation insurance for all the latter's employees, unless a waiver of coverage is allowed and acquired under Utah law.

ii. Commercial General Liability (CGL) insurance with a policy endorsement naming South Ogden City Corporation as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of \$1,00,000 per occurrence with a \$2,000,000 general aggregate. The policy must include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance-policy and/or a CGL-insurance policy and an excess insurance policy. The policy must protect City, Constable, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from Constable's operations under this Agreement, whether performed by Constables itself, any subcontractor, or anyone directly or indirectly employed by either. Such insurance must provide coverage for premises operation, acts of independent contractors, products and completed operations.

iii. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles used in connection with this Agreement in the minimum amount of a combined single limit of \$1,000,000 per occurrence or \$500,000 liability per person, \$1,000 000-liability per occurrence, and \$250,000 property damage. These limits can be reached either with a commercial-automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Constable must only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

**6. Adherence to Law.** Constable must obey all federal, state, county, and municipal laws, ordinances, regulations and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Immigration Accountability and Enforcement Act. Any violation of applicable law constitutes a breach of this Agreement and Constable must hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

**7. Termination for Cause.** City may, without prejudice to any right or remedy, terminate this Agreement for cause in the event Constable fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven days after written notice from City of such failure. If this Agreement is canceled or terminated as provided herein, City must pay Constable based on actual services satisfactorily performed as calculated by City.

**8. Nondiscrimination Covenant.** Constable, for itself, its successors and assigns, as part of the consideration here for, covenants that no person, solely on the grounds of race, color,

national origin, age, sex, religion, or non-job related disability, may be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

**9. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees.** Constable represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in South Ogden City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in South Ogden City's conflict of interest ordinance.

**10. Government Records Access and Management Act.** City is subject to Utah Code Chapter 2, Title 63G, or its successor, the Government Records Access and Management Act ("GRAMA"). All materials submitted by Constable under this Agreement are subject to disclosure unless such materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure rests solely with Constable. Any materials for which Constable claims a privilege from disclosure must be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Constable's claim of business confidentiality. City will make reasonable efforts to notify Constable of any requests made for disclosure of documents submitted under a claim of business confidentiality. Constable may, at Constable's sole expense, take any appropriate actions to prevent disclosure of such material. Constable specifically waives any claims against City related to disclosure of any materials required by GRAMA.

**11. Employment Status.** Constable is not an employee of City for any purpose whatsoever. Constable is an independent contractor.

**12. Notices.** All notices must be directed to the following addresses:

For City:

South Ogden City Justice Court  
Attn: Matthew J. Dixon  
3950 ADAMS AVE  
SOUTH OGDEN UT 84403

mdixon@southogdencity.gov

For Constable:

Wasatch Constables LC  
Attn: Matt Jennings  
5525 S 900 E STE 300  
MURRAY UT 84117

mgmt@wasatchconstables.com

**13. Assignability.** This Agreement may be assigned by either party but only with the prior written consent of the other party, which consent will not be unreasonably withheld.

**14. No Third-Party Rights.** Constable's obligations are solely to City and City's obligations are solely to Constable. This Agreement confers no third-party rights whatsoever.



**15. Certification of Eligibility.** Constable certifies it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Constable must notify City's Contracts Administrator within 30 days if Constable has been debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in any contract by any governmental entity during this Agreement.

**16. Security Agreement Incorporated.** The FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM ("Security Addendum") is incorporated into and form a part of this Agreement. The Security Agreement is attached hereto. "Contracting Government Agency" means City and "Contractor" means Constable.

**a.** Certification by Users. Constable will submit via email, Security Addendum Certifications (a template attached hereto.) to the City. Constable will email:

Matthew J. Dixon, mdixon@southogdencity.gov

City may change this email, at its discretion, in writing and with 24 hours' notice.

**17. Entire Agreement.** This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and cannot be altered except in writing signed by both an authorized representative of Constable and by City's Administrator or the Administrator's designee. The terms of this Agreement supersede any additional or conflicting terms or provisions that may be set forth or printed on Constable's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Constable that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents are not considered written amendments of this Agreement.

**18. Governing Law.** This Agreement is governed by Utah law.

\*\*\*\*\*

(Signature page follows)

The Parties are signing this Agreement as of the date stated in the introductory clause.

for South Ogden City:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest & Countersign:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Recordation Date

for Wasatch Constables LC:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**JUSTICE COURT BAILIFF & PRISONER TRANSPORT**

**1. General**

a. Constable, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, must be registered with the Utah State Division of Corporations and Commercial Code.

b. Constable assumes full responsibility for damage to City property caused by Constable's employees or equipment as determined by designated City personnel.

c. Constable is solely responsible for the safety of Constable's employees- and others relative to Constable's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.

d. Constable must possess and keep in force all licenses and permits required to perform services under this Agreement.

e. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements are determined by actual need.

f. If Constable is not public law enforcement agency, a principal member of Constable's firm must be a constable duly appointed under Utah law. At least one person performing bailiff, court security guard, and prisoner transport services must be a constable or deputy constable duly appointed under Utah law and must be sworn and certified by Utah Peace Officer Standards and Training (POST) as Special Function Officers as defined in Utah Code § 53-13-105.

**2. Responsibilities of Constable**

The responsibilities of Constable include, but are be limited to, the following:

a. Constable will provide court bailiff, security, and transport services at City scheduled times and locations and on an on-call basis. Time schedules, changes in schedules and work locations will be provided to Constable by City. Constable will cooperate with City to accommodate short term changes of daily service requirements with resulting fee adjustments to help manage costs, such as when a judge is on vacation and a bailiff is not needed during the vacation period.

b. Constable will provide City with the name and telephone numbers of the staff person assigned to manage the services required under this Agreement. Constable's designee will coordinate and meet with City's designated key-contact persons.

c. Constable will provide its personnel with radio communication equipment, maintaining it and keeping it in good working order.

d. Constable's personnel must be in full uniform when providing services. Uniforms include pants, shirt, jacket (as required), and shoes. Uniforms include so-called "Class B" uniforms. Uniforms must bear an insignia that is clearly visible to the public. The uniform and insignia must clearly identify staff as authorized employee of Constable. Uniforms must always be neat and clean. Any changes to the uniform's design, color or other elements must be first submitted to City for review. City reserves the right to not accept changes in uniforms. Constable is responsible for all costs for the purchase and maintenance of uniforms.

e. Constable's personnel will maintain a log of all scheduled rounds and report all unusual occurrences, situations, and patrol activities on forms mutually agreed upon by the parties.

f. Constable must provide City with the latest version of its operations and procedure manual that governs and guides the actions of Constable's personnel hereunder and that must conform to all applicable laws and regulations. Constable must develop a supplement to the manual for each specific City assignment site and service requirement. Constable must submit manual supplements to the Justice Court Administrator for review and approval prior to commencing service. City has the right to review Constable's policies and procedures and to request changes to those that apply to services provided hereunder. Constable will cooperate with City, to the extent feasible, to make such requested changes.

g. Constable's personnel assigned to City must have the ability to clearly speak, read, write, and understand the English language so they are able to communicate with the public and to perform required services.

h. Constable will provide, when requested by City, personnel who have training and ability to use and monitor security surveillance devices such as magnetometers and x-ray equipment, cameras and recording equipment; who possess skills and abilities participate in emergency evacuation procedures of City facilities; and who hold current certification to administer cardiopulmonary resuscitation (CPR).

i. All of Constable's personnel assigned to perform services for City are required to pass a drug and alcohol screening before their first duty assignment with City and at any time City determines there is reasonable cause to justify additional screenings. Constable is responsible for all drug and alcohol screening costs.

j. Constable's personnel must present a positive professional appearance at all time and cannot participate in behavior such as using offensive language, smoking in restricted areas and other nonprofessional behavior.

k. Public contact and public relations:

i. Courtesy and responsiveness to the public is vitally important to City. Constable must provide the services described herein with the highest degree of professionalism and efficiency and must always use its best efforts to ensure professional and courteous service.

- ii. If any of Constable's personnel do not meet the requirements stated herein, City will notify Constable. Constable must take immediate actions to correct the behavior
- iii. City reserves the right to require Constable to replace personnel who do not meet City's requirements.
- l. City reserves the right to require Constable to provide specific types of training to its personnel. If Constable's personnel do not meet the requirements of this Agreement, City reserves the right to require Constable's employees to attend City offered training or other training with Constable bearing the cost for such training.
- m. Constable must ensure all personnel assigned to work under this Agreement comply with the Utah Court Rule of Judicial Administration 3-414.
- n. Certain additional responsibilities for Constable's personnel that provide bailiff and security guard duties include the following:
  - i. Constable's personnel must satisfactorily perform the duties specified herein and in Constable's operations and procedure manuals and supplements. Constable's personnel must remain alert at all times in providing the required, services and in observing and anticipating problems.
  - ii. When required, Constable's personnel must actively patrol assigned facilities or locations on a scheduled basis, or as required, and in such a manner as to provide complete coverage of the facility or location.
  - iii. Deputy constables must always remain alert in providing the required services and in observing, anticipating and, where possible, avoiding problems or potential problems. When required, bailiffs must actively patrol assigned facility on a scheduled basis or as otherwise required by the City and in such a manner as to provide complete coverage of the assigned area(s) of responsibility. Deputy constables will observe and evaluate activity in and around their respective area(s) of responsibility. If violations of laws or court rules occur, the deputy constables will notify the violator of the problem and ask that the violator stop or otherwise correct the behavior. If the violator refuses, or poses an immediate danger to himself or others, the deputy should detain the individual and call Police Dispatch for support and transportation of the violator (if applicable). Constable may transport upon approval from the City at the rate listed in Attachment #1. Any investigation of a criminal matter will be handled by South Ogden City Police. South Ogden City authorizes Constable and its personnel to use whatever legal force is reasonably necessary to protect themselves, city staff, and the public.

**EXHIBIT "B"**  
**PRICE SCHEDULE**  
**JUSTICE COURT BAILIFF & PRISONER TRANSPORT**

1. GENERAL

a. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges are allowed. All prices and fees are stated in U.S. dollars.

b. City is exempt from sales, use, and federal excise taxes on these products and services. City will furnish exemption certificates upon request.

c. Prices stated are firm for the remainder of the City's fiscal year after the execution of the Agreement. Price adjustment thereafter follow the requirements specified in Paragraph 4, Price Adjustment.

2. PRICING

a. Hourly rate for security personnel:

Weekdays, typically 8:00am to 5:00pm - *\$38.00 per hour per person.*

b. Fee for the transport of prisoners:

i. If on-duty court security personnel are used to transport prisoner(s), a roundtrip flat rate of *\$75.00 per prisoner* will be charged.

ii. Out of Weber County transports will have a flat rate of *\$75.00 per prisoner, with a \$2.50 per mile fee charged both ways.*

iii. Forthwith transports, which are only one-way, would be billed at *\$75.00 per prisoner*. This would also be using on-duty personnel to transport.

c. Warrant service:

*\$120 per warrant served, whether arrested or bail collected.*

*\$75 per warrant resolved by defendant within 45 days of contact.*

3. MINIMUM HOURLY

Constable will bill City for a minimum of 4 hours per day per person.

4. PRICE ADJUSTMENT

Prices stated are firm for the remainder of the City's fiscal year after this Agreement is executed, after which price adjustments are made annually. Beginning on July 1<sup>st</sup> of each subsequent year, the prices will increase by the greater of three percent (3%) or the percentage

increase in the prior calendar year's published Consumer Price Index, All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase will be determined by reference to a similar index, or as agreed upon by the parties.

#### 5. INVOICING AND PAYMENT

Court will pay Constable for all products and services provided by Constable under this Agreement. Constable must submit a written invoice, via email, for services rendered and City will pay the invoiced fee within 14 days after receipt of the invoice by City. Fixed monthly fees must be invoiced on or about the first day of each calendar month following the month during which the work was performed. For any month during which service was provided for only a partial month, such as on the first month of service, the set monthly fee will be prorated based on the number of days worked.



**FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES**  
**SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative

**Resolution No. 25-32**

**A RESOLUTION OF SOUTH OGDEN CITY APPOINTING A  
CONSTABLE UPON RECOMMENDATION OF THE CHIEF OF POLICE**

**WHEREAS**, the City Council finds that the City of South Ogden (herein "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 UCA § 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,

**WHEREAS**, the City Council finds there is an ongoing need for the provision of bailiff, warrant, and other court related and law enforcement services for South Ogden city; and,

**WHEREAS**, the City Council finds that Utah Code 17-25a-1(2), et.seq., provides authority for the Governing Body of the City to determine whether to appoint constables for the city and provides the approved process to nominate and appoint constables for the city; and,

**WHEREAS**, the City Council finds that Utah Code 17-25a-1(3), et.seq., provides that the legislative body of the city may appoint a constable on a recommendation from the chief of police; and,

**WHEREAS**, the City Council finds that the South Ogden City Chief of Police has recommended that Matt Jennings be appointed as Constable for the city; and,

**WHEREAS**, the City Council now desires to further those ends by appointing Matt Jennings as Constable for the city and reaffirming the contract with Wasatch Constables to provide such services; and,

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

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

Mr. Matt Jennings, as an agent of Wasatch Constables, LC, is appointed as the Constable for South Ogden City and the contract with Wasatch Constables to provide such services is reaffirmed.

The foregoing recitals are fully incorporated herein.

## **SECTION II - PRIOR ORDINANCES AND RESOLUTIONS**

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

## **SECTION III - REPEALER OF CONFLICTING ENACTMENTS**

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

## **SECTION IV - SAVINGS CLAUSE**

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

## **SECTION V - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of October, 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 7<sup>th</sup> day of October, 2025.

**SOUTH OGDEN CITY**

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Russell L. Porter, Mayor

**ATTEST:**

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Leesa Kapetanov, MMC  
City Recorder