



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, DECEMBER 16, 2025- 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, December 16, 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. The meeting will also be streamed live over www.youtube.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 Smyth

II. RECOGNITION

Recognition of Susan Stewart for Her Many Years of Service to South Ogden City

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. REPORT

Annual Mosquito Abatement District Report – Former Council Member Sallee Orr

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 December 12, 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.

VI. CONSENT AGENDA

Approval of November 18, 2025 Council Minutes and December 2, 2025 Work Session Minutes

VII. PUBLIC HEARING

To Receive and Consider Comments on Proposed Amendments to the FY2026 Budget, Including a 4% Increase to Water Utility Rates and an Increase to Garbage Rates

VIII. DISCUSSION / ACTION ITEMS

- A.** Consideration of **Ordinance 25-12** – Amending Title 9 of the South Ogden City Code, Adding Chapter 11 Concerning the Wildland-Urban Interface (WUI), Including Adopting the WUI Sensitive Lands/Hazard Area Map
- B.** Consideration of **Ordinance 25-13** – Setting the 2026 Council Meeting Schedule
- C.** Consideration of **Resolution 25-35** – Approving Amendments to the FY2026 Budget
- D.** Consideration of **Resolution 25-36** – Approving an Agreement with Wasatch Front Regional Council for the City Center Small Area Plan
- E.** Consideration of **Resolution 25-37** – Declaring as Surplus and Approving a Lease Agreement for City Property Along the Burch Creek
- F.** Consideration of **Resolution 25-38** – Approving a Memorandum of Understanding and Licensing Agreement with America250
- G.** Council Member Assignments to Outside Boards and Committees

IX. REPORTS/DIRECTION TO CITY MANAGER

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

X. ADJOURN



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

TUESDAY, NOVEMBER 18, 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, and Jeanette Smyth

COUNCIL MEMBERS EXCUSED

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, Communications and Events Manager Danielle Bendinelli, Treasurer Jeannine Teel, 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://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2025/CC251118_1802.mp3?t=202511191440420&t=202511191440420 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 excused Council Members Stephens and Howe. He then called for a motion to begin the meeting.

00:00:18

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

37

38

39

40

41 II. REVIEW OF AGENDA ITEMS

- No one requested review of agenda items

43

44

45

46 III. DISCUSSION ITEMS

47 Water Fund

- Finance Director Peter Anjewierden led this discussion.

49

50

51

52

- Since there was some time left at the conclusion of the water fund discussion, City Manager Dixon asked Mr. Anjewierden to give the Finance Department's update on the strategic plan now, instead of in the council meeting

54

55

56

57 IV. RECESS/ADJOURN

- At 5:55 pm Mayor Porter called for a motion to adjourn the work session

59

60

61

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

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS EXCUSED

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, Communications and Events Manager Danielle Bendinelli, Treasurer Jeannine Teel, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Clayton Peterson, Celecia Peterson, Joyce & Doug Hardman

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link: [Meeting Audio](#)

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2025/CC25/1118_1901.mp3?t=202511191442490&t=202511191442490

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 6:01 pm. He excused Council Members Howe and Stephens who were unable to attend that evening. He then entertained a motion to begin. **00:00:00**

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

105

106

107 **III. RECOGNITION OF EMPLOYEES**

108 Introduction of New Public Works Employee – Justin Jameson

109

110 • Public Works Director Jon Andersen introduced Mr. Jameson

111 00:01:03

112

113

114 **IV. PUBLIC COMMENT**

115 No one came forward to speak.

116

117

118

119 **V. RESPONSE TO PUBLIC COMMENT**

120 • Not applicable

121

122

123

124 **VI. CONSENT AGENDA**

125 A. Approval of October 7, 2025 and October 21, 2025 Council Minutes

126 B. Advice and Consent of the Appointment of Adam Ritchie to the Planning Commission

127 • Mayor Porter reviewed the items on the consent agenda and invited Mr. Ritchie to come
128 forward and introduce himself 00:02:44

129 • The mayor called for a motion to approve the consent agenda

130 00:03:39

131

132 Council Member Howard so moved. The motion was seconded by Council Member
133 Smyth. All present voted aye.

134

135

136

137 **VII. DISCUSSION / ACTION ITEMS**

138 A. Consideration of Resolution 25-33 – Supporting America250 Utah and Approving a Utah250
139 Community Committee

140 • Communications and Events Manager Danielle Benidelli gave an overview of this item
141 00:03:49

142 • There was no discussion by the Council

143 • Mayor Porter called for a motion to approve Resolution 25-33

144 00:05:32

145

146

147 Council Member Howard so moved, followed by a second from Council Member Stewart.
148 The mayor called the vote:

Resolution 25-33 was adopted.

B. Consideration of Resolution 25-34 – Approving an Amendment to the June 3, 2025 Agreement with Washington Terrace City for the Provision of Senior Center Services

- City Manager Dixon reviewed this item
00:05:45
- There was no discussion by the Council on this item
- Mayor Porter called for a motion to approve Resolution 25-34
00:09:10

Council Member Smyth so moved. Council Member Howard seconded the motion. The mayor made a roll call vote:

Council Member Smyth - Yes
Council Member Stewart - Yes
Council Member Howard- Yes

The motion stood. Resolution 25-34 was adopted.

DISCUSSION ITEMS

Strategic Plan Review/Update

- City Manager Dixon facilitated this discussion
00:09:22
 - Strategic plan update on “Employees” by Assistant City Manager Summer Palmer
00:11:52
 - “Infrastructure” update by Public Works Director Jon Andersen
00:18:19
 - Update on “Events and Engagement” by Communications and Events Manager Danielle Bendinelli
00:29:40
 - Strategic Plan update on “Moderate Income Housing” by Planner Aliko Murphy

202 IX. REPORTS/DIRECTION TO CITY MANAGER

- A. City Council Members
 - Council Member Howard - 00:49:25
 - Council Member Smyth - 00:49:54
 - Council Member Stewart - 00:51:00
- B. City Manager 00:54:57
- C. Mayor 00:57:22

213 X. ADJOURN

- At 7:08 pm, Mayor Porter called for a motion to adjourn
01:06:10

Council Member Smyth so moved. Council Member Stewart 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, November 18, 2025.

Leesa Kapetanov
Leesa Kapetanov City Recorder

Date Approved by the City Council



MINUTES OF THE SOUTH OGDEN CITY COUNCIL WORK SESSION

TUESDAY, DECEMBER 2, 2025 – 5 PM
LOCATED IN THE EOC

1 COUNCIL MEMBERS PRESENT

2 Mayor Pro Tem Mike Howard, Council Members Susan Stewart, Doug Stephens, and
3 Jeremy Howe

4 COUNCIL MEMBERS EXCUSED

5 Mayor Russell Porter and Council Member Jeanette Smyth

6 STAFF MEMBERS PRESENT

7 Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Public
8 Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West,
9 Planner Alika Murphy, and Communications and Events Manager Danielle Bendinelli

10 OTHERS PRESENT

11 No one else attended this meeting.

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

14 [https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2025/CC251202_1802.mp3
15 t=202512101749440&t=202512101749440](https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2025/CC251202_1802.mp3?t=202512101749440&t=202512101749440) or by requesting a copy from the office of the
16 South Ogden City Recorder.

17 I. CALL TO ORDER

18 • At 5:06 pm, Mayor Pro Tem Howard called the meeting to order and asked for a
19 motion to begin the work session 00:00:00

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

22 • The mayor pro tem excused Mayor Porter, Council Member Smyth, and City Manager
23 Matt Dixon who were all unable to attend the meeting that evening

24 00:00:23

38 **II. DISCUSSION ITEMS**

39 **A. Water Fund**

40 • This discussion was led by Finance Director Peter Anjewierden. The visuals for this
41 discussion can be viewed in the information packet.

42 **00:00:56**

43 • Mayor Porter was able to attend the meeting after all, and arrived at approximately 5:21pm
44 during this discussion

45 • After discussion, the council determined a 4% raise across all tiers of water rates would best
46 balance the needs of the City and the least burden to residents

47

48 **B. Garbage Fund**

49 • Finance Director Anjewierden informed the Council of past increases in garbage fees to the
50 City and the anticipated increase in fees in the near future.

51 **00:45:21**

52 • The council discussed the increases and decided that some of the increased garbage fees to
53 the City should be passed to the residents. They instructed staff to put an increase in
54 garbage fees on the agenda with the increase in water fees.

55

56

57

58 **III. ADJOURN**

59 • At 6:07 pm, Mayor Pro Tem Howard turned the meeting over to Mayor Porter. The mayor
60 called for a motion to close the work session. **01:01:08**

61
62 **Council Member Howard so moved, followed by a second from Council Member Howe. All**
63 **present voted aye.**

64
65
66
67
68
69
70
71
72
73
74
75

76 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council Work
77 Session held Tuesday, December 2, 2025.

78
79 
80 Leesa Kapetanov, City Recorder

Date Approved by the City Council

STAFF REPORT



SUBJECT: Wildland Urban Interface (WUI) Building Standards
Ordinance
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: December 2, 2025

SUMMARY

City Staff is recommending that the Mayor and City Council adopt the Wildland Urban Interface (WUI) building standards to stay compliant.

BACKGROUND

The 2025 Utah Legislature passed a new law requiring cities to adopt special wildfire safety building standards in areas near wildland vegetation. Weber County will manage property risk evaluations and fees, but South Ogden must adopt the building standards to stay in compliance and maintain eligibility for State wildfire cost coverage.

ANALYSIS

1. The new state law requires South Ogden to adopt wildfire safety building standards for areas near wildland vegetation.
2. These rules help protect homes and ensure the City remains eligible for State help paying wildfire suppression costs.
3. Only homes in certain mapped areas are affected, mostly when building new homes or doing major remodels.
4. Weber County -not the City- will charge any required wildfire risk fees starting in 2026.
5. Adopting these standards protects the City financially and reduces wildfire risk community-wide.

RECOMMENDATION

1. Review and approve the ordinance before January 1, 2026.
2. Allow staff to coordinate with Weber County and the State to ensure full compliance.

ORDINANCE 25-12

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, ADOPTING TITLE 9, CHAPTER 11 OF THE SOUTH OGDEN CITY CODE ENTITLED “WILDLAND URBAN INTERFACE BUILDING CODE”

SECTION 1 - RECITALS:

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

WHEREAS, Utah Code Ann. §§10-8-84 and 10-8-60 authorize municipalities to exercise powers necessary to protect the safety, health, and well-being of residents; and

WHEREAS, the City Council finds that during the 2025 General Session, the Utah Legislature enacted House Bill 48 – Wildland Urban Interface Modifications, requiring counties and municipalities to adopt Wildland-Urban Interface (WUI) building standards and designate WUI areas to reduce wildfire risk; and

WHEREAS, the City Council finds that HB 48 requires municipalities to adopt the Utah Wildland Urban Interface Code as adopted in the State Construction Code under Utah Code §15A-2-103; and

WHEREAS, the City Council finds that HB 48 makes adoption and enforcement of the WUI code a condition of receiving State wildfire suppression cost coverage; and

WHEREAS, the City Council finds WUI areas contain increased wildfire vulnerability and adoption of this ordinance is necessary to protect life, property, and public welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY:

SECTION II – ADDED CHAPTER:

That upon adoption of this Ordinance, Chapter 11, as set out in **Attachment "A"**, shall be added to Title 9 of the South Ogden City Code and by this reference, fully incorporated herein.

SECTION III - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION IV - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI - DATE OF EFFECT:

This Ordinance shall be effective on the 16th day of December, 2025, and after publication or posting as required by law.

DATED this 16th day of December, 2025.

SOUTH OGDEN, a municipal corporation

Russell L. Porter, Mayor

Attested and recorded:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT “A”

ORDINANCE 25-12

An Ordinance Of South Ogden City, Utah, Adopting Title 9, Chapter 11 Of The
South Ogden City Code Entitled “Wildland-Urban Interface Building Code”

16 Dec 25

Chapter 11 WILDLAND-URBAN INTERFACE BUILDING CODE

9-11-1: Definitions

HIGH-RISK WUI PROPERTY: means property identified through the wildfire risk assessment mapping tool maintained by FFSL.

LOCAL FIRE AUTHORITY: means the South Ogden City Fire Department.

WUI BUILDING CODE: means the edition of the Utah Wildland Urban Interface Code adopted under Utah Code §15A-2-103.

WUI MAP: means the County's Sensitive Lands/Hazard Area Map incorporating WUI boundaries designated by FFSL, a copy of which can be found with Weber County.

WUI AREA: means areas where structures are adjacent to or intermixed with wildland fuels as shown on the WUI Map.

9-11-2: WUI Building Code Adopted

The City adopts the edition of the Utah Wildland Urban Interface Code adopted by the State under Utah Code §15A-2-103, including any future editions, amendments, or deletions thereto.

- A. **Applicability:** This Chapter applies only to properties within the WUI Area shown on the adopted WUI Map and to:
 - 1. New structures;
 - 2. Additions;
 - 3. Substantial remodels; and
 - 4. Regulated site/landscaping work.
- B. **Enforcement:** The City shall enforce the WUI code through its permitting, inspection, and enforcement processes.
- C. **Conflict:** This Chapter governs where conflicts exist.
- D. **Existing Structures:** Existing structures are not required to retrofit.

9-11-3: Adoption of WUI Map

- A. **Mapping:** The City adopts the WUI boundaries established through the FFSL wildfire risk assessment mapping tool.

- B. Official Map: The WUI Map attached as Exhibit A is adopted and incorporated.
- C. Notice: The City shall provide notice of the WUI Map and any amendments.
- D. Construction Limits: All new development in the WUI Area must comply with the WUI Code.
- E. Updates: The City shall update the WUI Map as required by State law.

ORDINANCE NO. 25-13

AN ORDINANCE OF THE CITY OF SOUTH OGDEN CITY, UTAH SETTING THE MEETING SCHEDULE FOR THE CITY COUNCIL FOR CALENDAR YEAR 2026

SECTION I - RECITALS:

WHEREAS, the City Council finds that the City of South Ogden City ("City") is a municipal corporation and a city 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; and,

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

WHEREAS, the City Council finds that in conformance with UC §10-3-502, the governing body shall by ordinance prescribe the time and place for holding its regular meeting which shall be held at least once each month; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that the following meeting schedule is established for South Ogden City for calendar year 2026:

<u>Body</u>	<u>When</u>	<u>Time</u>
City Council	1 st & 3 rd Tuesday of each month	6:00 p.m.

The foregoing recitals are fully incorporated.

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - SAVINGS CLAUSE:

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

SECTION V - DATE OF EFFECT

This Ordinance shall be effective on the 16th day of December, 2025, and after publication or posting as required by law.

PASSED, ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 16th day of December, 2025.

SOUTH OGDEN CITY, a municipal corporation

by: _____
Mayor Russell Porter

Attested and recorded

Leesa Kapetanov, MMC
City Recorder

STAFF REPORT

SUBJECT: FY 2026 Budget Amendment
AUTHOR: Peter Anjewierden
DEPARTMENT: Finance
DATE: December 16, 2025



RECOMMENDATION

Staff recommends the City Council review & consider Resolution ... for approval

BACKGROUND

City Council can approve budget amendments at any time throughout the fiscal year to modify the adopted budget to incorporate necessary changes with proper noticing which has taken place.

ANALYSIS

General Salary and benefit compensation adjustments were made to the budget in order balance these line items by accounting for additional benefit expenses commencing in Calendar Year 2026. These expenses were previously just estimated. Other increases include equipment needs that could not reasonably wait until the next budget cycle, and a separation payout that impacts only the reserve funds earmarked in the General Fund.

SIGNIFICANT IMPACTS

Expenses have been updated from the General Fund by \$232,100 including transfers. Of this amount \$99,800 includes a separation expenses and liquidation of leave balance that is accounted for as an existing liability in the general fund. These amendments are made periodically after the funds are liquidated, but were not explicitly foreseen in the initial budget.

ATTACHMENTS

Water Fees

The water and sewer rates include a fixed base charge, plus an additional amount based on actual water usage. The base fee will be charged monthly regardless of whether any usage takes place.

Water/Sewer Rates*					
Last amended September 17, 2024 by Ordinance 24-11					
	WATER USAGE PRICE RATE PER LEVEL		SEWER USAGE PRICE RATE PER LEVEL	WATER BASE FEE	SEWER BASE FEE
WATER USAGE LEVELS	RATE PER 1,000 GALLONS	SEWER USAGE LEVELS	RATE PER 1,000 GALLONS	\$ 16.02	\$ 16.05
0- 3,999 Gals.	\$ 1.43	0- 3,999 Gals.	\$ 1.14		
4,000- 7,999 Gals.	\$ 3.92	4,000+ Gals.	\$ 4.77		
8,000-10,999 Gals.	\$ 4.64				
11,000- 15,999 Gals.	\$ 5.33				
16,000+ Gals.	\$ 5.70				

* Policy Adjustment: During the months of November through the following April, culinary water consumption will be metered, and a monthly average from that usage will be calculated and used to determine the customer's sewer fees for the months of **May** through **October**. The billing for actual consumption of culinary water, and the rates charged for that consumption, will not change.

(This policy adjustment adopted 04 October 11 and "June through October" Amended to "May through October" 07 Aug 12)

Water Shut-Off/Connection Fees	
Description	Fee
Water turn on and off fees during regular working hours – for non-payment*	\$30
Water turn on and off fees outside regular working hours – for non-payment*	\$55
For the second and third return service call within 30 days of initial call.	\$30
For each return service call after the third within 30 days of initial call.	\$55
Water Sampling Fee – Bacteria Testing – When Necessary*	\$30
Connection Fees	
5/8" x 3/4"	\$450
1"	\$562
2"	\$1,020
4"	\$3,200
6"	\$5,093
Disconnect Notice for Failure to Pay	\$25
Tapping Fees (fee was originally collected as part of the collection fees)	
3/4"	\$325
1"	\$325

Water Fees As Proposed

The water and sewer rates include a fixed base charge, plus an additional amount based on actual water usage. The base fee will be charged monthly regardless of whether any usage takes place.

Water/Sewer Rates*					
Last amended September 17, 2024 by Ordinance 24-11					
	WATER USAGE PRICE RATE PER LEVEL		SEWER USAGE PRICE RATE PER LEVEL	WATER BASE FEE	SEWER BASE FEE
WATER USAGE LEVELS	RATE PER 1,000 GALLONS	SEWER USAGE LEVELS	RATE PER 1,000 GALLONS		
0- 2,999 Gals.	\$ 1.49	0- 3,999 Gals.	\$ 1.14		
3,000- 6,999 Gals.	\$ 4.08				
7,000-10,999 Gals.	\$ 4.83	4,000+ Gals.	\$ 4.77		
11,000- 14,999 Gals.	\$ 5.54				
15,000+ Gals.	\$ 5.93				

*

ENTERPRISE FUND FEES Proposed

Ambulance Enterprise Fund Fees

Last Amended 03 Sep 24

All ambulance fees are set pursuant to Utah Code §26B-4-152 and are in effect from July 1 through June 30 annually. Current fees may be viewed by visiting <https://ems.utah.gov/regulations/laws-rules-fees/>.

Utilities

Garbage

Last amended by Ord. 24-10 n 03 Sept 24.

Garbage Pick Up Fees ^{^^}	
Description	Fee Per Month
Garbage Can charge – monthly- per can	old 11.56 New 11.82
Recycling Can charge – monthly – per can	old 4.09 New 4.26

^{^^} Cans may be removed and no charges assessed for short periods of time due to vacation or if house is vacant. However, garbage and recycling fees are mandatory for those homes that are occupied, even if resident does not wish to use the recycle can.

Green Waste Program Fees	
Description	Amount
Green Waste Trailer and Disposal Fee	\$50 for (1) day *
30 Yd. Roll-off Dumpster – Per Cleanup	No charge**
Refundable Deposit on Trailer or Dumpster	\$100
Mixed Waste Trailer & Disposal fee	\$90 *

* Rentals limited to twice per address per calendar year

** Rentals limited to once per address per calendar year

Sewer

Rate Structure Change ratified as effective 17 July 18

Sewer Connection Fee	
Fee Description	Amount
Sewer Connection Fee	\$ 100

Sewer Rates – See Water/Sewer Rates

Prospective Bill Changes if Adopted

Base Fee increase 4% Scenario and increase each tier by 4% With Tier Adjustment

#1	Resident - current bill	New base fee w/usage
A.	1,500 gallons of water used: 1 x \$ 1.43 \$1.43 Base fee \$16.02 Total fee \$17.45	1 x \$ 1.49 \$1.49 Base fee \$16.66 \$18.15
B.	1,500 gallons of sewer used: 1 x \$1.14 \$1.14 Base fee \$16.05 \$17.19	1 x \$1.14 \$1.14 Base fee \$16.05 \$17.19
C.	Storm drain fee: \$11.93	\$11.93
D.	Road Improvement Fee: \$5.52	\$5.52
E.	Garbage Recycling \$11.56 \$4.09	\$11.82 \$4.26 \$68.87
		1.13 increase 1.67%

#2	Resident - current bill	New base fee w/usage
A.	5,000 gallons of water used: 3 x \$ 1.43 \$4.29 1 x \$ 3.92 \$3.92 Base fee \$16.02 Total fee \$24.23	2 x \$ 1.49 \$2.97 2 x \$ 4.08 \$8.15 Base fee x \$16.66 \$27.79
B.	5,000 gallons of sewer used: 3 x \$ 1.14 \$3.42 1 x \$ 4.77 \$4.77 \$0.00 Base fee \$16.05 \$24.24	3 x 1.14 \$3.42 1 x 4.77 \$4.77 \$0.00 Base fee \$16.05 \$24.24
C.	Storm drain fee: \$11.93	\$11.93
D.	Road Improvement Fee: \$5.52	\$5.52
E.	Garbage Recycling \$11.56 \$4.09	\$11.82 \$4.26 \$85.56
		3.99 increase 4.89%

#3	Commercial - current bill	New base fee w/usage
A.	146,000 gallons of water used: 3 x \$ 1.43 \$4.29 4 x \$ 3.92 \$15.68 3 x \$ 4.64 \$13.92 5 x \$ 5.33 \$26.65 131 x \$ 5.70 \$746.70 Base fee \$16.02 Total fee \$823.26	2 x \$ 1.49 \$2.97 4 x \$ 4.08 \$16.31 4 x \$ 4.83 \$19.30 4 x \$ 5.54 \$22.17 132 x \$ 5.93 \$782.50 Base fee \$16.66 \$859.91
B.	146,000 gallons of sewer used: 3 x \$1.14 \$3.42 143 x \$4.77 \$682.11 \$0.00 Base fee \$16.05 \$701.58	3 x \$1.14 \$3.42 143 x \$4.77 \$682.11 \$0.00 Base fee \$16.05 \$701.58
C.	Storm drain fee: 20.82 ERU \$248.38	\$248.38
D.	Road Improvement Fee: \$30.48	\$30.48
E.	Garbage Recycling \$0.00 \$0.00	\$0.00 \$36.65 increase \$1,840.35 2.03%

Resolution No. 25-35

**A RESOLUTION OF SOUTH OGDEN CITY, UTAH, AMENDING THE
CITY'S FISCAL YEAR 2025-2026 BUDGET BY MAKING CERTAIN
CHANGES TO SEVERAL OF THE CITY'S FUNDS**

WHEREAS, the City of SOUTH OGDEN City ("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; and,

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

WHEREAS, the City Council finds that certain exigencies of city governmental operations require amendments be made to the current city budget and related documents, including the Consolidated Fee Schedule; and,

WHEREAS, the City Council finds that UC §10-6-119 provides authority for amending the City's budget as necessary;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH OGDEN THAT THE SOUTH OGDEN CITY BUDGET FOR FISCAL YEAR 2025-2026 BE, AND THE SAME HEREBY IS, AMENDED AS FOLLOWS:

SECTION 2 - CHANGES TO BUDGET

The changes set out in **Attachment "A"**, Attached Hereto, And Incorporated As If Fully Set Out, Shall Amend The Previously Authorized Fiscal Year 2025-2026 Budget. Amendments to the Consolidated Fee Schedule are also Authorized for the Changes to Utility Rates, Which Shall Become Effective on January 1, 2026.

The foregoing recitals are fully incorporated herein.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

If any provision of this Ordinance shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed to be 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 16th day of December, 2025, and after publication or posting as required by law.

DATED this 16th day of December, 2025.

SOUTH OGDEN

Russel L. Porter
Mayor

Attested and recorded

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 25-35

A Resolution Of South Ogden City, Utah, Amending The City's Fiscal Year 2025-2026 Budget By Making Certain Changes To Several Of The City's Funds

16 Dec 25

South Ogden City

December 16th, 2025

Fiscal Year 2026

Budget Amendment

			Current Budget	New Budget	Difference +/-	Description
Public Works	10-71-110	Salaries & Wages	\$135,200	\$142,500	\$7,300	Re-allocated from Temporary Re
	10-71-125	Temporary - Recreation	\$100,300	\$87,000	(\$13,300)	Re-allocated to PT Recreation
	10-71-130	Employee Benefits	\$56,000	\$62,000	\$6,000	Tru-Up Benefit Cost 1/2 yr
	10-70-700	Small Equipment	\$29,000	\$24,000	(\$5,000)	Cover Temp Labor
	10-70-120	Temporary - Parks	\$5,000	\$10,000	\$5,000	Current Pace
	10-60-110	Salaries and Wages	\$328,600	\$336,600	\$8,000	Tru-up Wage Projection
FIRE	10-57-112	Overtime	\$160,000	\$231,900	\$71,900	Underfunded Decreased from '2t
	10-57-310	Professional & Technical	\$20,000	\$29,500	\$9,500	District consolidation study Final
	10-57-130	Employee Benefits	\$828,000	\$801,000	(\$27,000)	Overfunded Offset OT
	58-40-250	Equipment Maintenance	\$6,000	\$11,200	\$5,200	Striker Contract long term
	58-30-201	Ambulance Fees	\$0	\$5,174	\$5,200	
Police	10-55-110	Full time wages - Police	\$2,602,700	\$2,537,600	(\$65,100)	Rebalance Salary and benefits
	10-55-130	Benefits - Police	\$1,360,900	\$1,426,000	\$65,100	Tru-Up benefits
*Added Public Safety Laptops under non-Departmental						
ADMIN / IT	10-49-130	Retirement Benefits	\$95,000	\$166,000	\$71,000	Liability Payout reserved-separat
	10-44-110	Salaries and Wages	\$1,084,500	\$1,097,000	\$12,500	True Up Projection
	10-44-130	Employee Benefits	\$447,000	\$454,200	\$7,200	Premium Increase 1/2 Year
	10-49-322	Computer Contracts	\$114,100	\$173,100	\$59,000	Public Safety Toughbooks
	10-39-800	Appropriation of Fund Balance Gen	\$80,600	\$250,820	\$232,100	100K Payout Liability
	10-80-275	Transfer to South Ogden Days	\$50,000	\$70,000	\$20,000	Historical SOD Expenses
	12-30-400	SOD Transfer in from GF	\$50,000	\$70,000	\$20,000	Historical SOD Expenses
Water / Utilities	51-30-200	Water Sales	\$2,479,400	\$2,589,400	\$110,000	Proposed Water Fees
	51-30-890	Appropriation of Fund Balance	\$1,205,600	\$1,095,600	\$1,095,600	
Garbage Fees	54-30-200	Garbage Fees	\$825,000	\$835,000	\$10,000	Proposed Garbage Fees
	54-30-205	Recycling Fees	\$262,000	\$266,000	\$4,000	Proposed Recycling
	54-30-890	Appropriation of Fund Balance	\$101,300	\$87,300	\$14,000	

Resolution No. 25-36

**RESOLUTION OF SOUTH OGDEN CITY APPROVING A MATCH
AGREEMENT WITH WASATCH FRONT REGIONAL COUNCIL FOR
THE PROVISION OF CREATING A CITY CENTER SMALL AREA PLAN**

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, by recommendation of the Planning Commission, finds it necessary to address planning and development needs for a certain area of South Ogden City; and,

WHEREAS, the City Council finds that city staff applied for and received a matching funds grant from the Wasatch Front Regional Council through their Transportation and Land Use Connection Program to create a City Center Small Area Plan; and,

WHEREAS, the City Council finds that staff has worked with the Wasatch Front Regional Council in vetting and selecting a capable, professional company to create a City Center Small Area Plan; and,

WHEREAS, the City Council finds that to further the creation of a City Center Small Area Plan it is necessary to sign a Local Government and Understanding and Agreement with the Wasatch Front Regional Council, including the payment of \$10,000 in matching funds; and,

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

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

SECTION 2 - AGREEMENT AUTHORIZED

That "Local Government Understanding and Agreement", Attached Hereto as

“**Exhibit A, Attachment D**”, and by this Reference Fully Incorporated Herein, is Approved, and the Mayor is Authorized to Sign, and the City Recorder Authorized to Attest, All Documents Necessary To Complete the Transaction.

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 6 - DATE OF EFFECT

This Resolution shall be effective on the 16th day of December, 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 16th day of December, 2025.**

SOUTH OGDEN CITY

Russell Porter, Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

EXHIBIT "A"

Resolution No. 25-36

Resolution Of South Ogden City Approving A Match Agreement With
Wasatch Front Regional Council For The Provision Of Creating A City Center
Small Area Plan

16 Dec 25

TRANSPORTATION AND LAND USE CONNECTION CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE:

- 1. CONTRACTING PARTIES:** This agreement ("Agreement") is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

Consultant Name: Downtown Redevelopment Services, LLC
Address: PO Box 325
Park City, UT 84060
Phone Number: (801) 410-0685
Fed ID No: 82-3433016

- 2. REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment B. This contract is to complete work toward fulfilling the Transportation and Land Use Connection Award for the 351050 South Ogden City Center Master Plan project.
- 3. PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on 01/31/27 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
- 4. CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
- 5. ATTACHMENTS:** Included as part of this contract are the following attachment
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services
Attachment C – Consultant Budget and Responsibilities
Attachment D – Local Government Understanding and Agreement

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

By:



Date: 12/1/25

WASATCH FRONT REGIONAL COUNCIL

By:



Date: Dec 1, 2025

CERTIFICATION OF CONSULTANT

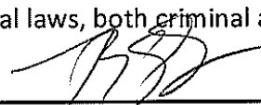
I hereby certify that I, Benjamin Levens, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contact, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

12/11/25

Date



CONSULTANT SIGNATURE

CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

Dec 1, 2025

Date



Andrew Gruber, Executive Director
Wasatch Front Regional Council

ATTACHMENT A

Standard Terms and Conditions

1. Employment of CONSULTANT.

The WFRC hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment B based on the budget in Attachment C.

2. Scope of Services by CONSULTANT.

Consultant shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC reserves the right to refine or amend these work tasks, as necessary.

3. Contract Changes.

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, Consultant will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

4. Project Oversight.

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager assigned to this Project is Tim Watkins, tim@wfrc.utah.gov.

5. Personnel.

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

6. Subcontractors.

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed upon scope of work or in writing by the WFRC. Subcontractors are subject to the same compensation for meals and incidentals referenced in section 8. Compensation.

7. Time Performance.

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such suspension, delay or interruption.

8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of \$120,000. For purposes of consultant travel, compensation for meals and incidentals will be in accordance with GSA guidelines. All consultant travel must be authorized in writing by the WFRC project manager prior to expenses being incurred, and must be for the purpose of visiting the project site and/or client.

9. Method of Payment.

Consultant shall submit an electronic copy of the monthly invoice to WFRC project manager Tim Watkins, tim.watkins@wfrc.utah.gov. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the tasks outlined in the scope of work within 30 days of the last day of the work period. All invoices must be numbered, and must be submitted with a monthly progress report outlining the deliverables and tasks completed to the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of itemized receipts, bills, sub consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice subject to the timeliness of LOCAL GOVERNMENT approval. All invoices for work through the end of the WFRC fiscal year are due to WFRC by the second week in July; this includes the work of all subconsultants, and any expenses.

10. Records.

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings, sub consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B. All final products and project presentations to stakeholders should acknowledge the funding source, the Transportation and Land Use Connection Program. Final products must include the program logo.

12. Disputes.

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, CONSULTANT may proceed with litigation.

13. Termination of Agreement.

The WFRC shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials. Said payment to CONSULTANT or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. Law Abiding.

CONSULTANT shall observe and comply with all federal, state and local laws, ordinances, and regulations affecting their employees, or those engaged by CONSULTANT on the project, and for any claims arising out of any acts of CONSULTANT occurring during this agency relationship. CONSULTANT will procure all necessary licenses and permits for the materials or equipment used or for the conduct of the work.

15. Trust.

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. Certification Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgments.

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. Certification Regarding Restrictions on Lobbying.

CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. Interest of Members of WFRC and Others.

No officer, member or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC, except as required by law or subpoena.

20. Publication, Reproduction and Use of Material.

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of CONSULTANT. The WFRC shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC. All files associated with the completion of the scope must be provided to WFRC upon completion of the scope prior to the payment of the final invoice.

21. Limitation of Rights.

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. Hold Harmless.

CONSULTANT shall indemnify and save harmless the WFRC, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees of the WFRC, for claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the negligent acts, errors, or omissions of CONSULTANT, its officers, employees or others for whom the CONSULTANT is legally liable.

The WFRC shall indemnify and save harmless CONSULTANT, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees of CONSULTANT, for claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the negligent acts, errors, or omissions of the WFRC officers or employees.

23. Insurance.

CONSULTANT maintains, at its own expense, workers compensation, commercial general liability (professional liability @ \$500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. Independent Contractor.

CONSULTANT shall be an independent contractor in the performance of services herein.

25. Representative of WFRC.

The WFRC's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC staff designated to act on his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.

26. Title VI Provisions

Where Title VI APPENDICES A in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI APPENDICES A in the remainder of this section uses the recipient, substitute WFRC.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be

performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

27. Disadvantaged Business Enterprise (DBE).

The contractor shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project.

- A. The contractor agrees to comply with section 1101(b) of SAFETEA-LU, 23 USC § 101 note, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and
- B. The contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub agreement supported with Federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The contractor agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all

third-party contracts and sub-agreements supported with Federal assistance derived from the USDOT.

- C. If the contractor issues a purchase order or subcontracts any portion of this contract, the contractor agrees to follow the procurement procedures in the UDOT Public Transit Team Procurement Guide, located on the UDOT Public Transit website; and, FTA Circular 4220.1F, which sets forth the requirements a contractor must adhere to in the solicitation, award and administration of third-party contracts using FTA grant funding.
- D. This CONTRACT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate contract goal for DBE participation has not been established for this procurement.
- E. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Department deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

ATTACHMENT B. Scope of Work and Services

Purpose:

The Downtown Redevelopment Services team will assist South Ogden City in creating a small area plan for a city center as an element of the City's existing general plan. This plan is first on the list of catalytic projects within the general plan that was updated in 2023, and it contributes to the Wasatch Choice Vision land use layer as a regionally significant land use.

The city center small area plan will establish a vision and policy guidance for property owners and potential developers to achieve the highest and best land use of this property, and provide a framework for potential mixed-use redevelopment of the area to become the "Heart of the City." The City Center Plan will identify opportunities for more housing, functional and inviting commercial space, a transportation hub, pedestrian friendly design, active transportation, and a vibrant shared open space for residents and visitors to use (See Exhibit 1). The planning process will also identify any potential amendments to the City's 2016 form-based code for mixed-use zones in the North and South portions of the city.

Objectives:

- Establish a process to collaborate and engage primarily with elected officials and local stakeholders, and provide opportunities for public awareness and engagement.
- Evaluate neighborhood and community values, core attributes, and character areas.
- Establish a baseline of current conditions
- Use information gathered from Placer.ai to guide placemaking
- Understand current issues, concerns, and needs of the community
- Incorporate current market studies
- Explore alternative potential scenarios for the City's future based on planning efforts and the City's vision as established in the general plan and the Active Transportation Plan
- Consider the area East of Washington Boulevard as the "old town" feel
- Create a streetscape standard that includes sidewalks, pedestrian crossings, bicycle infrastructure, street furniture, street trees, lighting, and any other standard that may benefit the center
- Provide traffic calming methods to help pedestrians cross Washington safely
- Create gathering areas for residents and visitors to enjoy
- Incorporate green space within the city center area and look at the feasibility of a park west of Washington Boulevard
- Help tie in proposed trails and bike infrastructure within the City Center that will connect with other proposed trails and bike infrastructure within the city
- Include a mobility hub where residents can access bikes, e-scooters, and information on public transit and trails

- Identify desired outcomes that together create a vision for growth and development in the city
- Provide graphics of images, charts, maps, etc., to facilitate understanding of concepts and alternatives, and capture the attention of all participating entities

Scope of Work:

Phase 1. Existing Conditions Analysis

- a. Task 1 – Research Existing Conditions - This phase establishes a baseline understanding of the South Ogden City Center, documenting physical, regulatory, market, and contextual conditions to guide scenario planning. This will include:
 - i. Review the study area to determine 1) the primary focus area(s) with the most likely redevelopment potential, 2) secondary areas with some redevelopment potential, and 3) contextual land use areas that may be less likely to redevelop in the foreseeable future.
 - ii. Analyze the current operations of all the established businesses.
- b. Task 1.1 - Site Investigation and Field Review - Visit the site to confirm conditions, documenting access, circulation, businesses, structures, land uses, utilities, and parking (using the Parking Modernization Guide). Drone and ground photography will supplement GIS data.
- c. Task 1.2 - Zoning, Entitlements, and Density - Review the form-based code and overlays to identify allowances, density, and entitlement processes, noting amendments to enhance redevelopment flexibility.
- d. Task 1.3 - Infrastructure, Circulation, and Access - Analyze roadway, transit, pedestrian, and utility networks (based on city engineer available data), assessing traffic flow, multimodal connectivity, and opportunities to bridge the east and west portions of the City Center. This will also include:
 - i. Utilize the Parking Modernization Guide, assess parking availability and demand.
 - ii. Analyze flow of traffic, transit access, and pedestrian access/infrastructure.
 - iii. Evaluate the existing infrastructure and provide recommendations for any additional needs.
- e. Task 1.4 - Contextual and Architectural Analysis - Evaluate surrounding land uses, community assets, and architectural elements, mapping civic anchors, corridors, cultural institutions, and open space. This will include:
 - i. Review the existing architectural elements, especially those that have been part of the city for a long time, and consider them when designing future buildings.
- f. Task 1.5 - Market, Operations, and Precedents - Assess business operations, review market studies, and compile precedents from comparable suburban downtowns. This will include:

- i. Evaluate the area's capacity to determine an adequate density.
- ii. Assess market conditions and the viability of uses.

Deliverable: Concise, graphic-rich Existing Conditions Summary (PDF) for the City Council workshop.

Phase 2. Stakeholder and Public Engagement - Public engagement is crucial for aligning with decision-makers and the broader community. This phase engages the South Ogden City Council, Planning Commission, stakeholders, property owners, and the public to establish objectives, priorities, and guiding principles.

- a. Task 2.1 - Stakeholder Engagement - Conduct interviews with property owners and stakeholders to identify their strengths, challenges, and desired outcomes, and maintain ongoing communication to ensure effective engagement. This will include:
 - i. Meet individually with local property owners and interested stakeholders to determine interests in the proposed area and gather information about future property goals
- b. Task 2.2 - Public Engagement & Outreach - Organize open houses, surveys, and digital outreach. Launch a project website with information, documents, and interactive tools (mapping, idea boards, Q&A). Utilize social media and virtual meeting inclusion to expand participation for out-of-state participants. To facilitate this, our team will host a series of three (3) public engagement events, specifically:
 - i. Community Visioning
 - ii. Community Conceptualization
 - iii. Preferred Scenario Reveal

Additionally, a series of two (2) surveys will be prepared, specifically one at visioning and one at preferred scenarios. Additionally, a series of outreach formats will be employed (social media, short videos, etc.) to gather feedback and responses from the project area and adjacent property owners.

Note: The hourly rates include the consultant team providing cookies or similar dessert trays and water (or similar non-alcoholic beverages) at the three public engagement events (see budget table under Attachment C).

- c. Task 2.3 - Visual Communication - Provide accessible visuals, including:
 - i. Maps
 - ii. Renderings
 - iii. Charts
 - iv. Infographics
 - v. Other materials for meetings, open houses, and online use.
- d. Task 2.3 - Targeted Developer Stakeholder Meetings - Our team will prepare for and facilitate a series of targeted developer stakeholder meetings. This will include meetings at the following intervals:

- i. Initial concepts
- ii. Concept refinement
- iii. Preferred scenario

e. Task 2.4 - Planning Commission & Council Involvement - Our team will host and facilitate a series of five (5) meetings with PC/CC. This will include providing regular updates and offering assistance through the adoption process. Milestones of this effort are anticipated to be:

- i. Conceptual or Ideation Meeting
- ii. Scenario Refinement
- iii. Preferred Scenarios
- iv. PC Hearing
- v. CC Hearing

f. Task 2.5 - Project Team Meetings - We will, at the kick-off meeting, set a series of project update meetings starting once a month, and increasing in intensity as needed near the end of the project.

Deliverables: *Recommend strategies for involving officials at milestones through project team meetings, workshops, sessions, and presentations. Prepare briefing materials and an engagement calendar. This will include meeting with the Planning Commission and Council throughout the project to collect input and report on project findings.*

Phase 3. Market Analysis - This phase evaluates development potential by assessing demand, absorption, and land values. The goal is to capture a focused snapshot that informs scenario planning, guiding City staff toward achievable outcomes.

- a. Task 3.1 - Residential Market Analysis - Assess demand for housing and mixed-use options based on demographics, needs, absorption, pricing, and comparable rental and for-sale projects.
- b. Task 3.2 - Commercial and Employment Analysis - Evaluate retail, office, hospitality, and flex uses through vacancy, lease rates, tenant mix, and unmet demand.
- c. Task 3.3 - Market Viability and Impact Analysis - Integrate land value benchmarking, opportunity/constraint review, and impact modeling. Estimate feasible land values, identify risks and gaps, and measure job, tax, and spending impacts.

Deliverable: *Concise Market Snapshot Memo, Location quotient analysis of market conditions, leakage category details, and a stand-alone format market conditions report that can be used with developers.*

Phase 4. Conceptual Scenario Planning - This phase develops three distinct land use concepts that reflect site conditions, market potential, and City Council priorities. The goal is to explore multiple development directions, evaluating feasibility, mix, and placemaking potential.

The process will be visual and iterative, allowing for the communication of trade-offs and supporting informed decision-making.

- a. Task 4.1 - Scenario Framework Development - We will define parameters using findings from Phases 1–3 and the City Council workshop. This includes principles, objectives, and a framework for parcel layout, circulation, and use categories, confirmed with City staff in a 60-minute session. During this phase, our team will:
 - i. Explore trends in land use, demographics, transportation, parking, and economics.
 - ii. Look at existing demographics.
 - iii. Analyze potential land uses, architecture, and densities.
- b. Task 4.2 - Scenario Development Workshop Using GIS Urban - An interactive work session will utilize GIS Urban and our “tile game” to test configurations in real-time. Participants will evaluate land use, circulation, and feasibility, supported by market data. Three preliminary concepts—residential-focused, mixed-use, and employment-heavy—will result. During this task, our team will:
 - i. Evaluate impactful commercial sites and potential uses.
 - ii. Provide perspectives and impacts for developers, the city, and residents.
 - iii. Prepare graphics that both reflect the interests of stakeholders and inform property owners, as well as nearby residents, with a primary focus on community and stakeholder engagement. Graphics showing potential infill and redevelopment are anticipated to focus primarily on the ~10-acre catalytic redevelopment site shown below.



c. Task 4.3 - Preparation of Scenario - Refinement of three scenarios, containing the following:

- i. Conduct a concept-level financial analysis as the basis for each development scenarios. Scenarios represent feasible development options based on localized
- ii. real estate market demand and typical development costs for various building/construction types.
- iii. Explore a hypothetical 'public/private partnership' scenario to see what additional land use intensity and place-making amenities could be delivered above a 'market-rate' scenario, and what the eventual public return on investment might be.
- iv. Illustrative site layouts with conceptual public realm and pedestrian spaces with goals for accommodating micromobility (bikes, scooters).
- v. Precedent imagery of development character
- vi. Narrative of priorities and assumptions
- vii. Evaluate existing traffic conditions and give suggestions for traffic calming that are UDOT-approved.
- viii. Provide visualization graphics to articulate differences in scenario elements, such as building and parking types, building height and intensity transitions, public space qualities, street character, land use intensity, and other relevant factors.
- ix. Prepare a series of no less than three and no more than five scenarios that illustrate massing and overall design elements at a conceptual level similar to the graphics. This task will include:
 1. Using GIS parcel and building footprint data, a 3D existing conditions model will be created to provide context and reflect the desired properties of potential change versus areas of desired stability, based on stakeholder interviews and engagement efforts.
 2. Preliminary concepts of the three alternatives will be presented in a 2D plan view and a conceptual 3D view within the existing conditions model. Concept graphics of each alternative will be based on 3D massing models that show basic architectural elements and function, such as an active ground floor, plaza space, trees, parking areas, and implied building articulation for visual interest (similar to examples of massing models below).



d. Task 4.4 - Review and Revisions - City staff will review the draft scenarios in a 60– to 90–minute meeting. One revision round will produce a Concept Scenario Packet with plans, visuals, narratives, and summary tables to guide Phase 5.

Deliverable: Concept Scenario Packet (PDF) with labeled site plans, visuals, narrative, and land use summary tables.

Phase 5. Preferred Scenario Plan - This phase refines the conceptual work into a single preferred scenario based on feedback from the City Council and staff, aligning with citywide goals and preparing a clear vision to guide development.

- a. Task 5.1 – Presentation of Concepts to City Council - Present conceptual scenarios in a 60-minute work session, highlighting differences and market rationale to build consensus.
- b. Task 5.2 – Scenario Refinement and Preferred Plan Development - Refine the preferred plan using Council and RD feedback, integrating favored elements and addressing concerns. This will include the following tasks:
 - i. A preferred development alternative will be established and further developed in a 2D plan view.
 - ii. Similarly, a detailed 3D rendering to show more visual details depicting architectural elements (windows, entrances, parking, active ground floor, site amenities, street scape, textures and colors, etc), similar to the examples shown below.



- c. Task 5.3 – Preferred Scenario Documentation - Deliver a visually rich PDF plan with site plan, narrative, precedent imagery, and land use matrix.

Deliverable: Preferred Scenario Plan Document.

Phase 6. Visualization Plan & Master Plan Drafting- Effective visuals communicate the preferred scenario and build support among stakeholders, partners, and the public. This phase translates the preferred land use scenario into high-quality materials addressing form-based code updates, phasing, and multimodal strategies.

- a. Task 6.1 - Visual Rendering Preparation - Prepare an illustrative plan view and 2-3 renderings/perspectives of key areas. Views, coordinated with RD staff, will highlight placemaking, circulation, and character. Renderings will incorporate plazas, traffic calming measures, and building guidelines.
- b. Task 6.2 - Conceptual Master Plan Graphics - Prepare a color-coded master plan showing land use, circulation, open space, parking, and building footprints. Annotate program elements, design guidelines, signage, multimodal connectivity, and phased redevelopment strategies with cost estimates.
- c. Task 6.3 - Graphic Summary Sheet: Develop a one-page summary graphic that combines the master plan, key rendering, and narrative highlights. Summarize

economic assessment, housing study, and engagement outcomes.

- d. Task 6.4 - Draft Master Plan - Develop a draft master plan that will address the following items:
 - i. Provide suggestions for amendments to the existing form-based code.
 - 1. Written suggestions for amendments to the existing form-based code
 - ii. Guide the redevelopment and revitalization of the city center area - Phase portions of the plan implementation led by South Ogden, including Project phasing, timelines, and cost estimates.
 - iii. Include conceptualization drawings that show the plaza design and various perspectives. Not to exceed:
 - 1. Three photo-realistic perspective renderings
 - 2. One detailed plan view rendering
 - iv. Include traffic calming concepts and strategies, as well as any potential connectivity enhancements.
 - 1. Not to exceed three maps or graphics that visualize the text format recommendations.
 - v. Overview of potential multi-modal transportation options, including transit, walk/bike, micro mobility, car share, etc.
 - 1. Including up to three (3) maps and/or cross sections
 - vi. Specify parking standards and recommendations, including shared parking opportunities.
 - 1. Including mapping and preparation of up to three (3) graphics
 - vii. Propose signage concepts and design guidelines.
 - 1. Sample imagery-based guidance and suggestions for district-specific signage
 - viii. Suggest design guidelines for building forms and material palette standards.
 - 1. Text and sample imagery guidance for what to implement and how to implement the guidelines
 - ix. Plan for commercial redevelopment /revitalization
 - 1. Including a phased and programmed implementation framework
 - x. Include results from all of the public engagement that was done for this plan.
 - 1. Summary of results provided in the document and detailed results in the appendix
 - xi. Include significant studies and reports, such as a housing study and economic assessment.

Deliverables: Draft Plan, Visualization Package in high-resolution PDF and image formats, with two rounds of client feedback.

Phase 7. Implementation Plan - A vision is only valuable if executed. This phase delivers tools to advance the preferred scenario from concept to adoption, focusing on next steps, phasing, and actions to catalyze progress.

- a. Task 7.1 – Final Plan & Implementation Framework: Prepare a framework that identifies action steps, including zoning adjustments, infrastructure, and incentives. Each action will specify responsible parties, timeframes, and dependencies. *This will also include recommendations for any necessary code or form-based code amendments required to implement transportation or built form elements from the master plan.*
- b. Task 7.2 – Phasing Strategy: Prepare a phasing overview that guides short-, mid-, and long-term implementation, informed by infrastructure readiness, market conditions, and site logistics. A sequencing diagram will accompany recommendations.
- c. Task 7.3 – Funding and Partnership Considerations - Outline funding sources, grants, and public-private partnerships, identifying key partners.
- d. Task 7.4 – Plan Adoption - Coordinate with City staff to provide draft and final documents. Attend two Planning Commission and two Council meetings, prepare presentations, incorporate revisions, and finalize the plan. Upon approval, all deliverables, including editable reports, maps, graphics, shapefiles, and print copies, will be transmitted with full ownership transferred to the City.
- e. Task 7.5 - Final adoption and transmission - Upon completion of a draft plan, provide Planning Staff, Planning Commission, and the City Council with the opportunity to review the draft and provide feedback.
 - i. Provide documents and presentations for all necessary public meetings until the plan is adopted. The consultant will be responsible for making any changes required to ensure the small area plan is complete and prepared for final public review and implementation.
 - ii. Upon approval by the City Council, provide the approved document in print and electronic versions.
 - 1. Five (5) printed copies to be provided.
 - 2. Electronic document provided in PDF format
 - iii. All materials produced during the plan preparation process shall be made available to the City, including shapefiles of any map elements.
 - 1. All files created or used for transfer via the Google Drive retrieval portal.

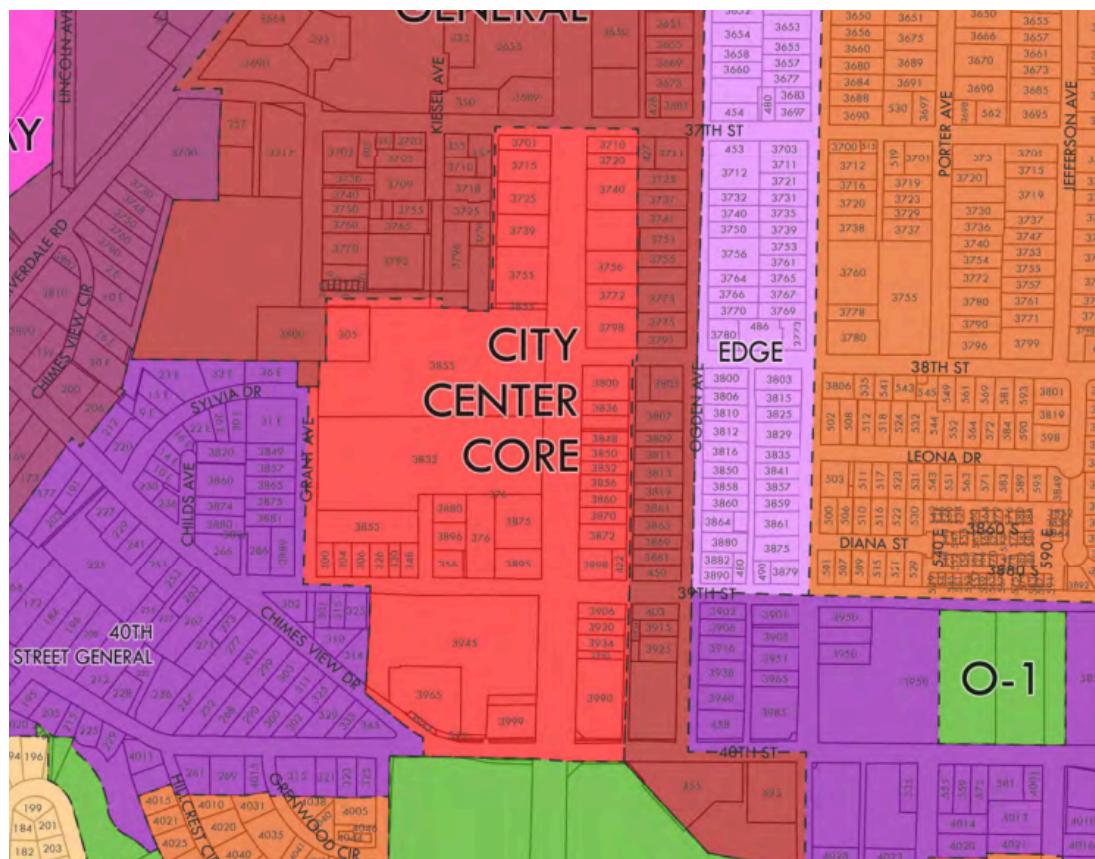
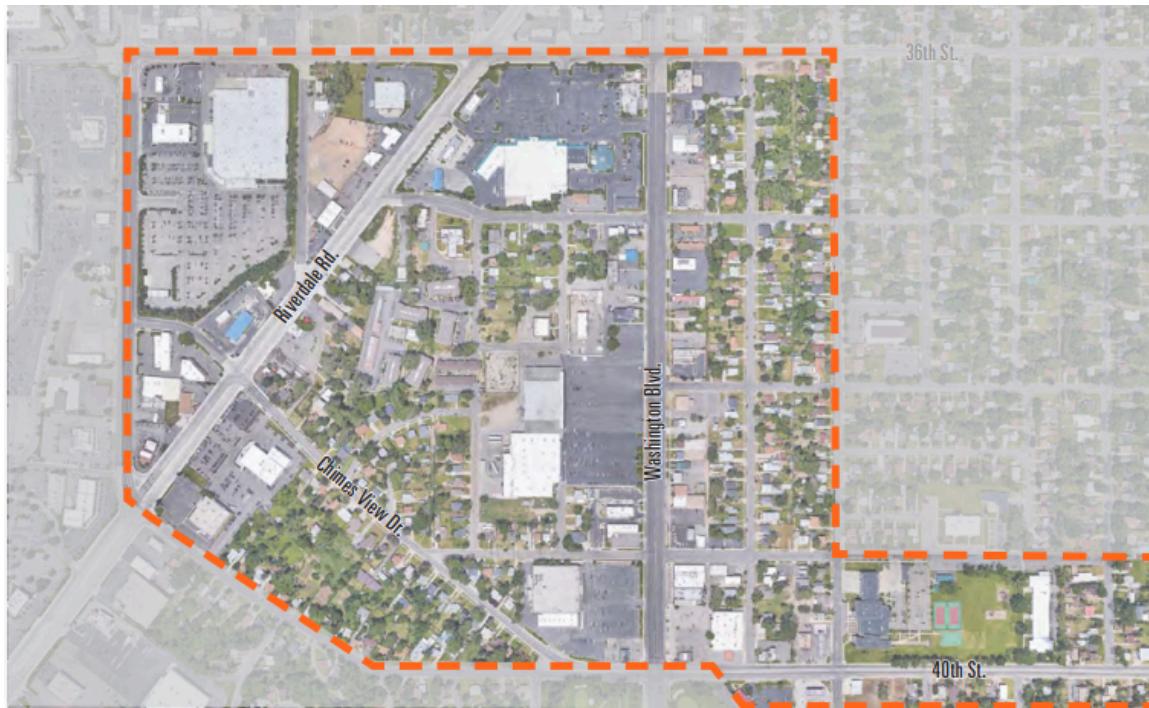
Deliverables: Final Plan, Final Graphic Layout, Implementation Strategy Memo; Phasing Diagram; Funding/Partnership Report; Adoption-Ready Final Plan (editable formats).

Timeline:

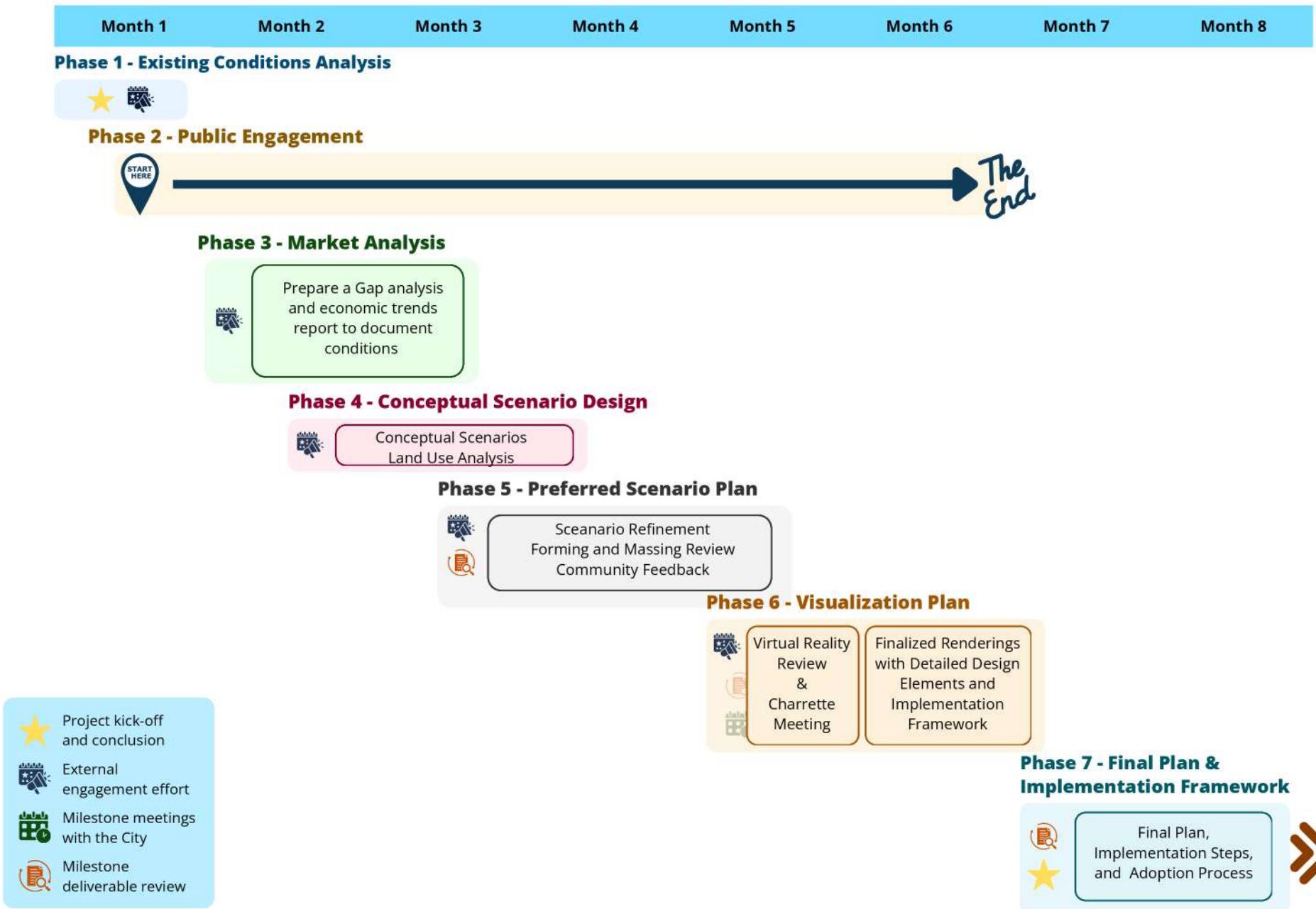
The project timeframe is estimated to be approximately 9 months from the project kickoff (see Exhibit 2. Schedule).



Exhibit 1. Map Images of South Ogden City Center Area



The below table demonstrates our ideas for an eight (8) month schedule for the South Ogden City Center Master Plan. The schedule can be adjusted as needed to meet the City's or WFRC's needs.



ATTACHMENT C

Budget and Responsibilities

Budget

Fees for the above services are a lump sum of **\$120,000**.

The contributions for the project to the CONSULTANT are as follows, but funds will be distributed through WFRC:

Transportation and Land Use Connection Program: **\$110,000**.

Combined Local Governments: **\$10,000**.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by 10/31/2026.
- (2) Project / Contract Period: The project / contract will terminate on 01/31/2027 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a "Contract Modification" at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

Responsibilities

- (1) Certification of Insurance: The CONSULTANT must file a current Certification of Insurance to WFRC prior to beginning work.

BUDGET

The following table outlines the breakdown of budget by phase and staff member. The assignment of tasks is noted below the chart. We are proposing the fees in a fully loaded hours structure. This will ensure that rates provided are inclusive of the necessary materials, expenses or other items. Hourly rates include:



Hourly Rate



Technology



Travel



Printing

	Ben Levenger	Nathan Davis	Isabella Enriquez	Sam Marks	Ryan Wallace	Melissa Fryer	Brent Crowther	Sophia Bellina	Total by Phase	
Hourly Rate	Downtown Redevelopment Services				TN	Kimley-Horn				
	\$225	\$175	\$140	\$140	\$275	\$175	\$275	\$175		
Base Scope	Phase 1	8	8	12	12	4	8	2	8	\$11,010
	Phase 2	12	24	8	20	8	11	6	12	\$18,695
	Phase 3	16	16	8	0	0	4	0	4	\$8,920
	Phase 4	16	32	32	20	12	16	8	12	\$26,880
	Phase 5	16	24	16	12	4	16	2	6	\$17,220
	Phase 6	8	16	24	8	16	30	6	12	\$22,480
	Phase 7	8	24	12	6	6	8	4	12	\$14,770
	58.93%				25.03%		16.05%			
	Not to Exceed Total								\$120,000	

Note: The hourly rates include the consultant team providing cookies or similar dessert trays and water (or similar non-alcoholic beverages) at the three public engagement events (see Task 2.2).

ATTACHMENT D

Local Government Understanding and Agreement

Local Government Information

Local Government:	<u>South Ogden City</u>
Local Government Representative:	<u>Alika Murphy</u>
	<u>3950 Adams Ave.</u>
Contact Address:	<u>South Ogden, UT 84403-2113</u>
Contact Email:	<u>amurphy@southogdencity.gov</u>

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project's progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

Date

Mayor

Resolution No. 25-37

**RESOLUTION OF SOUTH OGDEN CITY DECLARING CERTAIN
REAL PROPERTY AS SURPLUS TO THE CITY'S CURRENT NEEDS
AND APPROVING LEASE OF CITY PROPERTY TO ADJOINING
PROPERTY OWNER**

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, UCA 10-8-2 provides, among other things, that a city council may purchase, receive, hold, sell, lease, convey, and dispose of real and personal property for the benefit of the municipality, if the action is in the public interest and complies with other law; and,

WHEREAS, the City finds that public convenience and necessity no longer requires that the City continue to maintain certain real property owned by the City and that said property, as described below, should be leased to the adjoining property owner during such time as said land is not needed for current City needs; and,

WHEREAS, the City Council finds that the adjoining property owner has agreed to abide by the requirements set forth in the attached Lease Agreement;

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

SECTION 1: PROPERTY DECLARED SURPLUS AND ACTION AUTHORIZED

The following described real property is hereby declared to be surplus to current City needs:

LEASE AREA BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE & MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 10, BURCH CREEK COVE SUBDIVISION, SAID POINT BEING LOCATED NORTH 00°05'34" EAST 455.76 FEET ALONG THE EAST SECTION LINE OF SAID

NORTHEAST QUARTER SECTION AND NORTH 90°00'00" WEST 1945.89 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 16; RUNNING THENCE SOUTH 69°01'51" WEST 43.32 FEET; THENCE NORTH 64°12'14" WEST 39.84 FEET; THENCE NORTH 07°46'12" WEST 67.21 FEET; THENCE NORTH 16°53'35" WEST 46.93 FEET; THENCE NORTH 71°34'36" EAST 68.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE ALONG THE WEST LINE OF SAID LOT 10 SOUTH 14°10'18" EAST 139.21 FEET TO THE POINT OF BEGINNING. CONTAINING 9,365.78 SQUARE FEET OR 0.215 ACRES.

BE IT RESOLVED that the City Manager is hereby authorized to effect the lease of said property (see **Attachment "A"**) to the adjoining property owners for a period of time to be determined by the City Manager, or until such time, if ever, that the City Council on its own motion declares the property to then be needed for current, future, or imminent city use; and,

BE IT FURTHER RESOLVED as follows:

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 16th day of December, 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 16th day of December, 2025.**

SOUTH OGDEN CITY

Russell L. Porter,
Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 25-37

Resolution Of South Ogden City Declaring Certain Real Property As Surplus
To The City's Current Needs And Approving Lease Of City Property To
Adjoining Property Owner

16 Dec 25

LEASE OF CITY PROPERTY TO ADJOINING PROPERTY OWNER

This Lease is made on the 16th day of December, 2025, between **South Ogden City**, a municipal corporation of the State of Utah, (hereinafter sometimes referred to as "City"), of 3950 S Adams Ave, South Ogden, Utah 84403, and _____, hereinafter sometimes referred to as "Lessee", and owner of Lot 10, Burch Creek Cove Subdivision, City of South Ogden, State of Utah. Lessee's mailing address for purposes of providing notice is 5111 S 950 E, South Ogden, Utah, 84403.

1. The City agrees to lease to the Lessee and the Lessee agrees to lease from the City the following property:

See "Lease Area" on attached survey map.

2. The term of this lease will be from December 16, 2025, until December 15, 2035 or until earlier rescinded as provided herein, below. If the Lessee continues to occupy the property, with the consent of the City, after the expiration of the original term of this lease, the lease payments will continue on a month-to-month basis pro-rated from the annual amount set out herein with all of the other terms of this lease continuing unchanged.
3. The lease payments will be in the amount of \$1.00 per year and will be payable by the Lessee to the City on the 17th day of December for each subsequent year beginning with the first year payment which shall be due on the 17th day of December, 2025. If any lease payment is not paid within 5 days of its due date, the Lessee agrees to pay an additional late charge of 5% of the rental due.
4. The Lessee agrees to use the property only for purposes consistent with normal use as a landscaped and contiguous part of the normal residential use of Lessee's adjoining residence. Further, Lessee agrees to otherwise maintain the property in a good, safe, and sanitary condition as if the property belonged to the Lessee, which ownership Lessee hereby specifically disclaims. Lessee additionally agrees that a) no live trees or brush shall be removed from the property leased without City's consent; and b) that an illustrated plan and/or a written description of the work proposed to be done on the property shall be submitted by the Lessee for approval to the City's Public Works Department.
5. The Lessee has NOT paid the City a security deposit for this lease. In lieu thereof, Lessee agrees to landscape and otherwise maintain the leased property.
6. Lessee agrees to maintain the property in a clean and sanitary manner and not to make any alterations to the property without the City's written consent. Said consent to be granted by the Public Works Director.
7. At the termination of this lease, the Lessee agrees to leave the leased property in the same or better condition than when it was received, except for normal wear and tear and subject to proper authorization for any improvements installed by Lessee. Notwithstanding the foregoing, as a part of this section, the parties agree that the Lessee shall be required to landscape and maintain the leased property and the City shall be entitled to rely on Lessee improving the leased property as set out herein.

8. The City will supply no utilities to the property for the benefit of Lessee.
9. The Lessee agrees to obtain and pay for any and all utilities needed and/ or desired but not otherwise provided to the property under the terms of paragraph 8, above, but only to the extent that the installation of such utilities shall first be approved in writing by the City.
10. Lessee agrees not to sub-let the property or assign this lease without the City's written consent which consent shall be withheld in City's discretion. Lessee agrees to allow the City reasonable access to the property for inspection and repair. City agrees to only enter the property after notifying the Lessee in advance, except in an emergency. Notwithstanding the foregoing, the Lessee shall have the right to transfer the benefits of this lease, during the balance of its term, to a subsequent purchaser of Lessee's adjacent residential property.
11. The Lessee has inspected the property and has found it satisfactory.
12. If the Lessee fails to pay the lease payment on time or violates any other terms of this lease, the City will have the right to terminate this lease immediately in accordance with state law. The City will also have the right to re-enter and take possession of **it** and to take advantage of any other legal remedies available.
13. Lessee acknowledges that inasmuch as Lessor is a unit of local government, there may develop presently unforeseen and unforeseeable circumstances whereby the City would legitimately have need for the property covered by this lease to effectively discharge the City's public duty. Should such circumstances develop, City agrees to give Lessee not less than 90 days notice, which notice Lessee hereby acknowledges as sufficient, following which the City shall be allowed to terminate this lease without further notice or action and Lessee agrees hereby not to contest such termination. Both parties agree that this termination provision shall only be exercised in good faith.
14. The Lessee hereby agrees to be and accepts responsibility for the repair and upkeep of the leased property. The City agrees that the Lessee may install the following equipment and fixtures for the purpose of facilitating Lessee's use of the property: normal and routine landscaping but not to include permanent structures. Notwithstanding the provisions of this section, Lessee shall not be responsible for any damage or loss to City installed creek bed improvements, unless Lessee shall have caused said damage, otherwise, City shall bear the risk of loss or damage to said creek bed improvements.
15. The Lessee agrees to indemnify and hold the City harmless from any liability caused by Lessee's operations or use of the property covered by this lease. In addition, the Lessee agrees to carry liability insurance covering Lessee's operations and use of the property in an amount not less than \$100,000 with the City named as a co-insured. Lessee agrees to furnish City copies of the insurance policies and to not cancel the policies without notifying the City in advance.
16. The parties agree that this lease is the entire agreement between them. This Lease binds and benefits both the City and Lessee and any successors.

17. The parties agree that no presumption shall be attached to this Agreement because it may have been prepared by one of the parties or by one party's attorney.
18. The parties agree that the failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision.
19. The parties agree that all notices required herein, shall be in writing, given only by prepaid telegram or mail, addressed to the other party the address on the face hereof, and shall be deemed given on the date of dispatch or posting in the U.S. Mail.
20. The parties agree that this Lease shall be governed by the laws of the State of Utah.
21. The parties agree that if any provision in this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

For South Ogden City

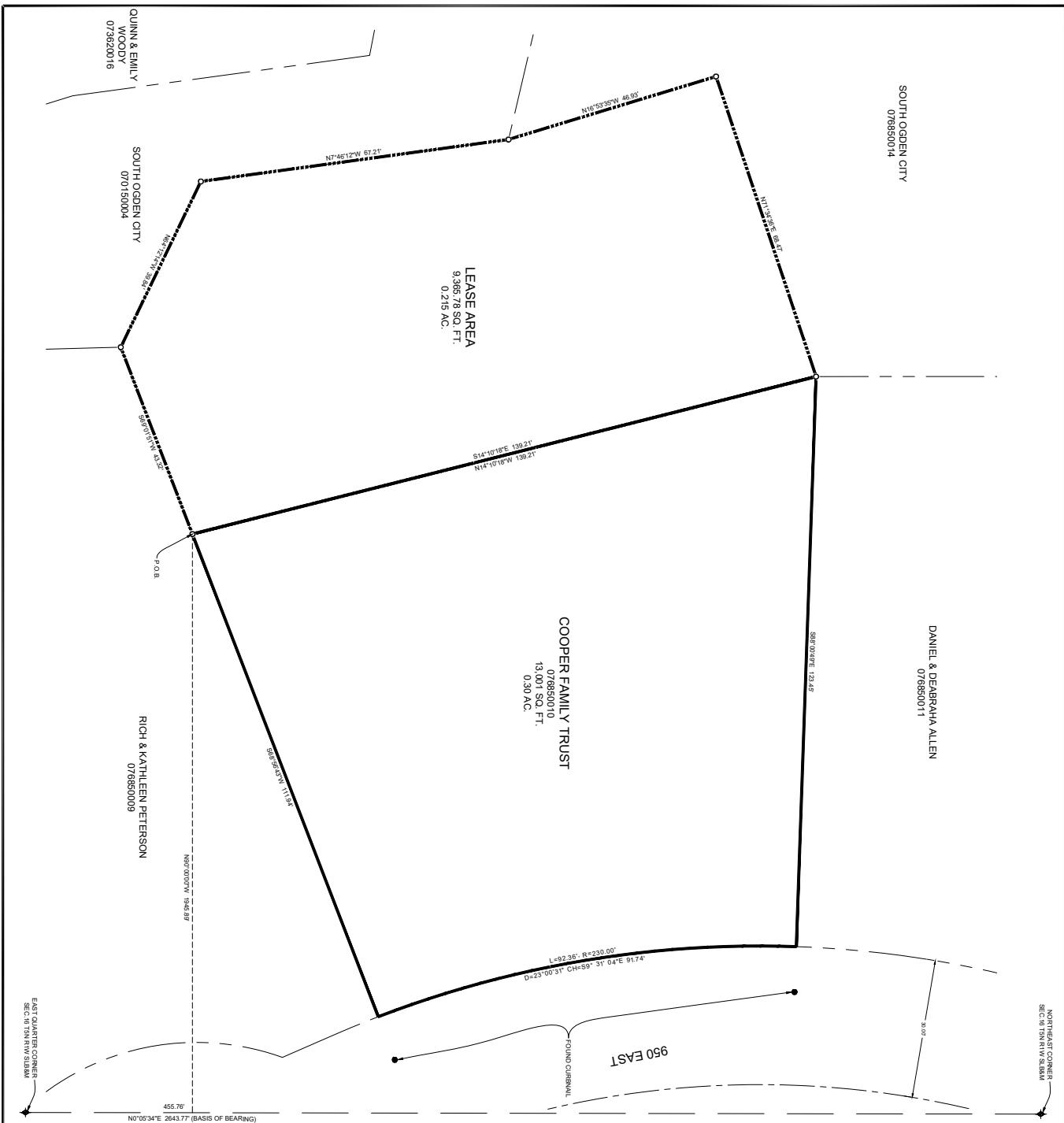
By:_____

Date

For _____

By:_____

Date



SEC.16 T5N R1W SLB&M

PARCEL 076850010 BOUNDARY DESCRIPTION

SURVEYOR'S CERTIFICATE

Scale in Feet
1" = 10'



**GARDNER
ENGINEERING**

**CIVIL ■ LAND PLANNING
MUNICIPAL ■ LAND SURVEYING**
1580 W 2100S., WEST HAVEN, UT 84401

PROPERTY SURVEY FOR DUSTIN COOPER
5111 SOUTH 950 EAST, SOUTH OGDEN CITY, UTAH
LOCATED IN THE NORTHEAST QUARTER OF SECTION
TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B. AND M.

REVISIONS		SCALE: <u>1:10 XREF</u>
DATE	DESCRIPTION	DATE: <u>8/13/25</u>
		DESIGN: <u> </u>
		DRAWN: <u>JTN</u>
		CHECKED: <u>KHW</u>

Resolution No. 25-38

**RESOLUTION OF SOUTH OGDEN CITY APPROVING A
MEMORANDUM OF UNDERSTANDING AND LICENSING
AGREEMENT WITH THE AMERICA250 UTAH COMMISSION**

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 it wishes to more fully participate in the celebrations of America's 250th anniversary; and,

WHEREAS, the City Council has previously created a South Ogden City Utah250 Community Committee to focus on events, people, and places within South Ogden City to commemorate and celebrate South Ogden City's role in America's 250th anniversary; and,

WHEREAS, the City Council now finds America250 is offering grant money to help in creating events to commemorate and celebrate America's 250th anniversary; and,

WHEREAS, the City Council finds that entering into and supporting this Memorandum of Understanding and License Agreement will help further the City's participation in the celebration of America's 250th anniversary and is also in the best interest of the citizens of South Ogden;

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

SECTION 2 – MEMORANDUM OF UNDERSTANDING AUTHORIZED

That the **Memorandum of Understanding Between the America250 Utah Commission and South Ogden City and America250 Utah Logo Usage Agreement**, Attached Hereto As **Attachment "A"** and by This Reference Fully Incorporated Herein, Are Hereby Approved; and the City Manager Is Authorized to Sign, and the City Recorder Authorized to Attest, Any and All Documents Necessary To Effect This Authorization And Approval.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 5 - SAVINGS CLAUSE

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

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 16th day of December, 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 16th day of December, 2025.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT “A”

Resolution No. 25-38

Resolution Of South Ogden City Approving A Memorandum Of Understanding
And Licensing Agreement With America250 Utah Commission

16 Dec 25



MEMORANDUM OF UNDERSTANDING
Between the
AMERICA250 UTAH COMMISSION
and
SOUTH OGDEN CITY

1. Parties

This Memorandum of Understanding ("MOU") is between America250 Utah Commission, hereinafter referred to as ("A250UT"), a state governmental entity, and South Ogden City, a Utah municipality or county, hereafter referred to as "the City".

2. Purpose

The purpose of this memorandum is to outline the materials and information that the City will share with A250UT in direct connection to the stipend received.

3. MOU Agreement

Now, therefore, in consideration of the mutual promises and undertakings of the parties to the MOU, and for the other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties enter into this MOU subject to the following terms and conditions:

SPECIAL TERMS

4. A250UT agrees to:

- a. Allocate a stipend of \$ 1,500 to the City for use on events or promotion of local America250 Utah community initiatives.
- b. Provide updates on America250 Utah events and programs around the state during every other month calls starting in August 2025.
- c. Maintain open communication lines for questions and support.

5. (OTHER PARTY) agrees to:

- a. Promote America250 Utah in at least one public forum, e.g., social media post, onstage mention, or promotional materials.
- b. Collect and keep record of local anniversary events and information to share with A250UT as part of a brief archive report due August 2026, including:
 - i. How stipend dollars were utilized
 - ii. Local event/initiative(s), date(s), location(s), purpose, attendance, social media engagement, etc.
 - iii. Additional digital artifacts, including photographs
 - iv. Post at least one event on NowPlayingUtah.com specifically tagging America250 Utah
- c. To allow America250 Utah to share contact information of its designated contact for the South Ogden City local America250 committee on the America250 Utah website for public use and access. Please designate contact below:
 - i. Contact name: Daniell Bendinelli
 - ii. Contact email: dbendinelli@southogdencity.gov
 - iii. Contact Phone number: 801-622-2707
 - iv. Address: 3950 Adams Ave., South Ogden UT 84403.



6. Compliance with Laws

In performance of this MOU, both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders.

* * *

By signing below, the City represents that it has carefully read this MOU and has had the opportunity to review and discuss the MOU with legal counsel. No representations, statements, or inducements, either oral or written, apart from those contained in this MOU, have been made.

Nicole Handy
Executive Director, America250 Utah Commission
Department of Cultural and Community Engagement

Date

Name: Matthew J. Dixon
Title: City Manager
Affiliation: South Ogden City

Date

For additional information contact:

Chris Abbott
Associate Director, America250 Utah Commission
Utah Department of Cultural & Community Engagement
chrisabbott@utah.gov
801.707.7833

AMERICA250 UTAH

LOGO USAGE AGREEMENT

This Trademark License Agreement (“Agreement”) is entered into on _____ (“Effective Date”) by and between the State of Utah’s Department of Cultural and Community Engagement, a state governmental entity with a principal place of business at 3760 S. Highland Dr., Millcreek, UT 84106 (“Department”) and South Ogden City, a Utah /municipal government, with a principal place of business at 3950 Adams Ave., South Ogden UT 84403. (“Entity”). The Parties execute the Agreement under relevant provisions of the Interlocal Cooperation Act at Title 11, Chapter 13 of the Utah Code.

BACKGROUND FACTS

In preparation for America’s 250th anniversary (“SemiQuincentennial”) in 2026, Utah’s goal is to create a brand identity for the Semiquincentennial that can bring communities together and generate awareness for the anniversary. To that end, America250 Utah has chosen to utilize a licensing agreement for its logo and name with the national foundation, America250™. The Department’s hope is that, in coordination with counties, cities, tribes, and organizations planning events around the state, we can create a unifying America250 Utah brand that creates a sense of cohesion leading up to 2026, bringing together celebrations and commemorations around the state and country.

To permit local governments to access the America250 Utah logo and use the America250 name in individual brand identity, we will share this Agreement, which functions as a standalone licensing agreement, with county, city, and tribal committees that complete the steps detailed in the next paragraph. These local governments will receive a community-specific logo to use. To become a Utah250 Community member and receive a community-specific logo, Entity must do each of the following:

- 1) Pass a resolution in a public meeting of its governing commission or council;
- 2) Submit to the Department a list of Entity’s Utah250 Community committee members;
- 3) Share with the Department the committee’s plans and detail how Entity will utilize any funds or branding received by America250 Utah in alliance with America250 Utah’s mission, vision, and pillars; and
- 4) Sign and return this Agreement to the Department.

SCOPE OF WORK

After communities have completed the above four steps, America250 Utah will share a unique, community-specific logo with the municipality and an organizing stipend. Counties and Tribal nations that create a Utah250 Community committee may receive a stipend of \$3,000 and city councils may receive a stipend of \$1,500.

TERMS AND CONDITIONS

The parties agree as follows:

ARTICLE I—DEFINITIONS

Unless the Agreement clearly indicates the contrary, the following terms have the following meanings:

- 1.1 “Confidential Information” means information that is deemed private, protected, controlled, or confidential under applicable state and federal laws, including personal information. The Department and the State of Utah reserve the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- 1.2 “Trademark” means the Entity-specific logo that the Department creates and provide to Entity under this Agreement.
- 1.3 “Licensed Products” means any Entity-designed or -produced products that feature the Trademark.
- 1.4 “Licensed Territory” means the United States and its territories, and possessions.

ARTICLE II—GRANT OF TRADEMARK LICENSE

- 2.1 If for any reason Entity wishes to utilize the America250 Utah or America250TM logos or marks in a way not permitted by this Agreement, Entity must first submit a request to Nicole Handy for Department review and approval.
- 2.2 Upon the terms and conditions in this Agreement, the Department grants to Entity and Entity accepts, for the Agreement term, the limited right to use the Trademark in the Licensed Territory.
- 2.3 Unless sooner terminated under Article VI, the Agreement will remain in force until December 31, 2026. If the Agreement is renewed, the new Agreement shall expire five (5) years from the prior expiration date.
- 2.4 The Department shall be permitted to provide input on and final say on the Trademark’s use in any Licensed Product.
- 2.5 This Agreement may be amended or modified only by written agreement of both parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in the Agreement.
- 2.6 The Department may use the Trademark however it wishes and may grant license rights for any use of its Trademark to other vendors during the term of this Agreement.

2.7 Entity has no authorization, express or implied, to bind the Department or the State of Utah to any agreements, settlements, liability, or understanding and agrees not to perform acts as an agent for the Department.

2.8 The Department and the America250 Foundation, Inc. (“Foundation”) have executed a separate agreement (“Contract”), available to Entity upon request, that governs the Department’s right to use and sublicense at least one separate trademark from which the Trademark is derived. In using the Trademark, Entity shall be bound to all terms and limitations applicable to the Department under the Contract. Among other things, those terms and limitations include Branding and Trademark Usage Guidelines that govern the use of the Trademark. Though the Department has reviewed the Contract and made the good-faith determination that nothing in this Agreement conflicts with the separate agreement, this determination does not constitute legal advice. Entity shall be responsible for securing legal advice and opinions from its own legal counsel.

ARTICLE III—USE OF TRADEMARK

3.1 Except as authorized under this Agreement, Entity will not use the Trademark or trade name in any manner for or in connection with the use, advertising, sale, offer for sale, or promotion of any Licensed Products without the express written consent of the Department. Entity agrees to comply with all licensing terms and limitations applicable to the State of Utah under its STATE & TERRITORY PARTNERSHIP & SUBLICENSE AGREEMENT with America250.org.

3.2 Entity undertakes fully and without reservation to render to the Department all assistance in connection with any matter pertaining to the Trademark protection, including furnishing documents, records, files, or other information; making available its employees; and executing all necessary documents. The Foundation will maintain the registration for the Trademark.

3.3 Apart from its license rights under this Agreement, Entity will not acquire any right, title, or interest in the Trademark during this Agreement.

3.4 Entity may not challenge the validity or ownership of the Trademark or assist in any claim that is adverse to the Department or the State of Utah. Furthermore, Entity may not commit an act that may prejudice the Foundation or the Department’s rights in the Trademark or damage the Foundation or the Department’s reputation. Entity may not attempt to register a trademark similar to the Trademark. The Parties agree that if Entity violates this or any other provision in this Agreement, the Department or the State of Utah will suffer economic harm and the Department or the State of Utah will be entitled to seek reasonable damages.

3.5 In addition to the permitted uses described in Article III, Entity may use the Trademark to do each of the following:

- i. Promote events and programs commemorating the Semiquincentennial.
- ii. Share the Trademark with agencies and organizations in the Entity’s city, county, or tribal jurisdiction;

- iii. Produce, sell, and distribute merchandise bearing the Trademark, subject to all other terms of this Agreement, including Article IV;
- iv. Create and promote an America250 website with Entity's county, city, or tribal name prominently represented; and
- v. Utilize the Trademark—but not any of the separate trademarks from which the Trademark is derived—for fundraising, corporate sponsorship, or any other commercial activity.

3.6 Entity may not do any of the following:

- i. Alter the Trademark in any way;
- ii. Pursue merchandising or royalty agreements involving the words "America250" or any registered America250 mark; or
- iii. Use the Trademark in connection with the promotion of any partisan or political event or activity.

ARTICLE IV—QUALITY CONTROL

4.1 As noted in Section 2.8, the Trademark derives from separate trademarks owned by the Foundation. Entity may not design or sell products that feature any of those separate trademarks without the Department's prior written approval.

4.2 Entity will produce, sell, and distribute Licensed Products in accordance with all applicable federal, state, and local laws. The quality of the Licensed Products will at all times be equal to or greater than the quality of any other products currently produced or sold by Entity.

4.3 On each anniversary of this Agreement, or from time to time upon the Department's reasonable request, the Department may review random samples of Licensed Products. The Department may also review any labels, cartons, containers, packing and wrapping material, and advertising and promotional items used in connection with the use Trademark by Entity.

4.4 If the Department objects to a quality change in the Licensed Products, it will inform Entity immediately, in writing, and specify the reasons for such disapproval. Entity will have twenty-one (21) days from the certified mail receipt of such notice to cure any defects. If the Parties acknowledge that the cure will take longer than twenty-one (21) days, Entity may ask for one 14-day extension. If any defects are not cured, the Department may terminate the Agreement under Article 6.1.

ARTICLE V—ADVERTISING

5.1 From time to time upon the Department's reasonable request, Entity will furnish to the Department, without cost, representative advertising, promotion, and sales examples of materials bearing the Trademark to the Department to ensure that the Trademark's use accords with this Agreement.

5.2 In all printed materials, Entity must acknowledge that the Foundation owns and the Department sublicenses the Trademark.

ARTICLE VI—DEFAULT AND TERMINATION

6.1 The Department may terminate this Agreement with cause at any time by written notice to Entity. Cause includes Entity's breach of any provisions in this Agreement or if Entity is otherwise in default and does not cure the breach or default within twenty-one (21) days after written notice by the Department, delivered via USPS certified mail.

6.2 This Agreement may also be terminated without cause (for convenience), in advance of the expiration date, by either party, upon one hundred eighty (180) days' prior written termination notice being given to the other party.

6.3 If this Agreement is terminated by the Department for cause, or terminated without cause by either party, the Parties will confer on the sale of remaining Licensed Product and the Department reserves the right to demand that the remaining inventory be sold within one hundred eighty (180) days. Upon termination of this Agreement, and after the one hundred eighty (180) day sell-off period, Entity will be prohibited from selling Licensed Product. If any portion of the stipend has not been used or spent by Entity, then within five business days of notice of termination from the Department, Entity shall refund the unused portion of the stipend. If Entity creates a material breach of this Agreement, the Department shall have the right to demand and collect the stipend from Entity.

ARTICLE VII—INDEMNIFICATION AND INSURANCE

7.1 Entity shall hold harmless, defend, and indemnify the Department against any and all claims, demands, and causes of action arising out of any defects or Entity's failure to perform as to the Licensed Products or any material used in connection therewith or any use thereof.

7.2 Entity represents that it is a fully self-insured governmental entity covered by Utah's Division of Risk Management or a comparable agency within its county, municipal, or tribal government. Based solely on this representation, Entity shall not be required to carry additional insurance. If at any time during the Agreement term the first sentence of this section ceases to be true, Entity shall immediately purchase commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of such insurance shall be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, and Entity shall add the State of Utah as an additional insured with notice of cancellation.

7.3 Entity warrants that any Licensed Products provided by them under this License Agreement will not, to Entity's knowledge, infringe any third-party copyrights, patents, Trademark, or trade secrets that exist, arise, or are enforceable under the laws of the United States.

ARTICLE VIII—MISCELLANEOUS

8.1 The Parties are governmental entities subject to the Governmental Immunity Act ("Act").

The execution of this Agreement does not constitute a waiver or forfeiture of any protections or defenses under the Act.

8.2 This Agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

8.3 Entity agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Entity's employees.

8.4 Entity will not represent itself as the agent or legal representative for the Department, the State of Utah, or the Foundation for any purpose whatsoever, and has no right to create or assume any similar obligation, express or implied, for or on behalf of the Department, the State of Utah, or the Foundation in any way. This Agreement does not create any agency, partnership, or joint venture between the parties.

8.5 This Agreement will not be assigned, transferred, or sublicensed by Entity except with the Department's prior written consent. Any violation of the preceding sentence is null and void and any attempt by Entity to assign, transfer, or sublicense its rights will result in immediate termination of this Agreement and Entity's rights to the Trademark. Subject to such restriction and to the restriction against assignment provided above, this Agreement binds to the parties' benefit and their permitted successors.

8.6 If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall remain valid.

8.7 Neither party will be held responsible for delay or default caused by fire, riot, act of God, and/or war that is beyond that party's reasonable control. The Department or the State of Utah may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

8.8 A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

8.9 In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

8.10 This Agreement constitutes the complete and final agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

8.11 All notices and statements required under this Agreement will be in writing addressed to the parties as set forth below and sent certified mail or email, return receipt requested, unless an address change notification is given in writing. The mailing date is the date the notice or statement is given.

If to the Department:

Salt Lake City, UT 84114

If to Entity:

Attn: Nicole Handy
Department of Cultural and Community
Engagement
3760 South Highland Drive

(This section is intentionally left blank. Signature page follows)

IN WITNESS, the parties have caused this instrument to be duly executed as of the day and year first above written.

**State of Utah, Department of
Cultural and Community
Engagement:**

Print Name:
Title:
Date:

South Ogden City:

Print Name:
Title:
Date:

WACOG	Mayor Porter
Central	Mayor Porter
Weber Sewer	
911 Dispatch	Mayor Porter
Economic	Mayor Porter
Development	Council Member Smyth
Committee	Council Member Howe
Bonneville	<i>Key Leader Board:</i>
Communities	Mayor Porter
That Care	Council Member Howard
	<i>Community Board:</i>
	Council Member ???
	Council Member Stephens
Ogden/Weber	<i>Legislative Affairs:</i>
Chamber	Council Member Howe
	<i>Board of Governors:</i>
	Mayor Porter
	Council Member Howard
Mosquito	Doug Stephens
Abatement	
Board	
ULCT	Council Member ???
Legislative	Council Member Stephens
Policy	
Committee	