



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

TUESDAY, JANUARY 6, 2026 - 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, January 6, 2026. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the EOC. The meeting is open to the public; anyone interested is welcome to attend. No action will be taken on any items discussed during the pre-council work session. Discussion of agenda items is for clarification only.

WORK SESSION AGENDA

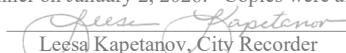
I. CALL TO ORDER – Mayor Russell Porter

II. DISCUSSION ITEMS

- A. Introduction and Comments from State Legislators – Senator Ann Millner and Representative Katy Hall**
- B. Report on South Ogden – City Manager Dixon**
- C. 2026 Legislative Session Discussion**

III. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on January 2, 2026. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 24 hours in advance.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, JANUARY 6, 2026 - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, January 6, 2026. 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 Stephens

II. 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.

III. RESPONSE TO PUBLIC COMMENT

IV. CONSENT AGENDA

- A. Approval of December 16, 2025 Council Minutes
- B. Advice and Consent of the Re-Appointment of Robert Bruderer and Brittany Rocha to the Planning Commission

V. DISCUSSION / ACTION ITEMS

- A.** Consideration of **Ordinance 26-01** – Approving Amendments to South Ogden City Code 10-14-12 Concerning Private Swimming Pool Setbacks and 10-17-2 Concerning Off Street Parking and Driveway Requirements for Dwellings
- B.** Consideration of **Resolution 26-01** – Approving an Agreement with Caselle for Utility and Business License Portal Service and Support and Corresponding Merchant Fees

VI. DISCUSSION ITEM

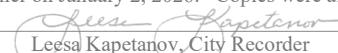
Fleet Financing with Bancorp

VII. REPORTS/DIRECTION TO CITY MANAGER

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

VIII. ADJOURN

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Leesa Kapetanov, City Recorder

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MINUTES OF THE SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, DECEMBER 16, 2025 – 6 PM
LOCATED IN THE COUNCIL ROOM

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4 COUNCIL MEMBERS PRESENT

5 Mayor Russell Porter, Council Members Susan Stewart, Mike Howard, Jeanette Smyth,
6 Doug Stephens, and Jeremy Howe

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8 STAFF MEMBERS PRESENT

9 Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Fire Chief
10 Cameron West, Communications and Events Manager Danielle Bendinelli, Public
11 Works Director Jon Andersen, Code Compliance Officer Guillermo Garcia, and
12 Recorder Leesa Kapetanov

13

14 MEMBERS OF THE PUBLIC PRESENT

15 Clayton Peterson, Joyce & Doug Hardman, Shane Campbell, Thatcher, Sallee Orr,
16 Daniel Stewart

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

21 https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2025/CC25_1216_1856.mp3?t=202512171707220&t=202512171707220

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

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26 I. OPENING CEREMONY

27 A. Call To Order

- 28 • Mayor Porter called the meeting to order at 6:00 pm. and entertained a motion to begin.
29 **00:00:00**

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

34

35 B. Prayer/Moment of Silence

- 36 • The mayor led those present in a moment of silence

37

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C. Pledge Of Allegiance

- Council Member Smyth led everyone in the Pledge of Allegiance

RECOGNITION

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

- Mayor Porter thanked Ms. Stewart for her years of service and presented her with a plaque and flowers 00:01:00

49 IV. PUBLIC COMMENT

<u>Shane Campbell</u>	00:02:24	Was concerned about the crosswalk on Chimes View Drive
<u>Thatcher</u>	00:03:59	Boy Scout
<u>Sallee Orr</u>	00:04:55	Was concerned about parking on 45 th Street and asked what was happening by the water tanks
<u>Daniel Stewart</u>	00:05:52	Thanked his mom (Susan Stewart) for her service and example

60 V. RESPONSE TO PUBLIC COMMENT

- Mayor Porter responded to the comments made

66 VI REPORT

Annual Mosquito Abatement District Report – Former Council Member Sallee Orr

00:09:25

72 VII. CONSENT AGENDA

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

- The mayor asked if there were any corrections to the minutes. Recorder Leesa Kapetanov pointed out an error she had made in the November 18 minutes which she would correct.
00:17:48
- Mayor Porter called for a motion to approve the consent agenda with the correction
00:18:29

Council Member Stephens so moved. The motion was seconded by Council Member Howard. All present voted aye.

83 **VIII. PUBLIC HEARING**

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

86 • Finance Director Peter Anjewierden gave an overview of the amendments, including the
87 increase in water and garbage rates 00:18:53
88 • Mayor Porter called for a motion to open the public hearing for the proposed amendments to
89 the FY2026 budget 00:26:29

90
91 **Council Member Stewart so moved, followed by a second from Council Member Howard. The**
92 **voice vote was unanimous in favor of the motion.**

93
94 • The mayor asked if anyone wanted to comment about the budget amendments.
95 00:26:40

96
97 Salle Orr 00:26:52 Ms. Orr asked where she could find the
98 budget amendments online. Staff and
99 council directed her.

100
101 • Mayor Porter called for a motion to close the public hearing
102 00:28:42

103
104 **Council Member Howard so moved. The motion was seconded by Council Member Howe. All**
105 **present voted aye.**

106
107 **IX. DISCUSSION / ACTION ITEMS**

108 A. Consideration of Ordinance 25-12 – Amending Title 9 of the South Ogden City Code, Adding
109 Chapter 11 Concerning the Wildland-Urban Interface (WUI), Including Adopting the WUI
110 Sensitive Lands/Hazard Area Map

111 • Fire Chief Cameron West gave an overview of this item
112 00:29:14
113 • Council questions/discussion 00:31:11
114 • Mayor Porter called for a motion to approve Ordinance 25-12
115 00:34:56

116
117 **Council Member Stephens so moved, followed by a second from Council Member**
118 **Howard. There was no further discussion. The mayor called the vote:**

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120
121 **Council Member Stephens - Yes**
122 **Council Member Smyth - Yes**
123 **Council Member Stewart - Yes**
124 **Council Member Howard - Yes**

B. Consideration of Ordinance 25-13 – Setting the 2026 Council Meeting Schedule

- City Recorder Kapetanov explained the reason for this item
00:35:13
- There was no discussion by the Council
- Mayor Porter called for a motion to approve Ordinance 25-13

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

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

The motion stood. Ordinance 25-13 was adopted.

C. Consideration of Resolution 25-35 – Approving Amendments to the FY2026 Budget

- Finance Director Peter Anjewierden reviewed several other budget amendments
00:36:16
- Questions/Discussion by the Council
00:42:26
- During discussion, an error on line item 51-30-890 of the budget amendments was pointed out
- Mayor Porter called for a motion to approve Resolution 25-35 with the correction to the water line item
00:47:08

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

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

Resolution 25-35 was approved.

169 D. Consideration of Resolution 25-36 – Approving an Agreement with Wasatch Front Regional
170 Council for the City Center Small Area Plan

- Planner Alika Murphy explained the background for this item

172 00:47:39

- There was no discussion by the council

- Mayor Porter called for a motion to approve Resolution 25-36

175 00:50:28

176
177 **Council Member Howe so moved. Council Member Stephens seconded the motion. The**
178 **mayor made a roll call vote:**

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

184
185 The motion stood. Resolution 25-36 was adopted.

186
187 E. Consideration of Resolution 25-37 – Declaring as Surplus and Approving a Lease Agreement
188 for City Property Along the Burch Creek

- City Recorder Leesa Kapetanov 00:50:46

- Discussion by the Council 00:53:00

- Mayor Porter called for a motion to approve Resolution 25-37 with the changes discussed
01:02:00

194
195 **Council Member Howard so moved. Council Member Howe seconded the motion. The**
196 **mayor made a roll call vote:**

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

204 The resolution was passed.

205
206 F. Consideration of Resolution 25-38 – Approving a Memorandum of Understanding and
207 Licensing Agreement with America250

- Communications and Events Specialist Danielle Bendinelli reviewed this item

210 01:02:31

- Discussion by the Council 01:03:28

- Mayor Porter called for a motion to approve Resolution 25-38

213 01:04:05
214
215 Council Member Smyth so moved. Council Member Stephens seconded the motion. The
216 mayor made a roll call vote:
217

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

223
224 Resolution 25-35 was adopted.
225
226

227 G. Council Member Assignments to Outside Boards and Committees

- Mayor Porter facilitated this item
- During this conversation, Council Member Howe and Council Elect Peterson volunteered to be on the Legislative Policy Committee

01:04:44

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236 X. REPORTS/DIRECTION TO CITY MANAGER

237 A. City Council Members

Council Member Howe -	01:07:58
Council Member Stephens -	01:10:26
Council Member Smyth -	01:13:34
Council Member Howard -	01:14:24
Council Member Stewart -	01:15:38

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244 B. Assistant City Manager 01:16:42
245 C. Mayor 01:19:40
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249 XI. ADJOURN

- At 7:21 pm, Mayor Porter called for a motion to adjourn

01:21:13

250 Council Member Stewart so moved. Council Member Smyth seconded the motion. The voice vote
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252 was unanimous in favor of the motion.
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Not Approved

294 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session
295 and Council Meeting held Tuesday, December 16, 2025.

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297


Leesa Kapetanov, City Recorder

Date Approved by the City Council

STAFF REPORT

SUBJECT: Pool Regulation Change – Section 10-14-12
AUTHOR: Alika Murphy
DEPARTMENT: Administration / Planning
DATE: January 6, 2026



BACKGROUND

Last year, one of our residents submitted a Zoning Ordinance Amendment Application to change the side setback for pools. At that time, the code stated that the rear setback for a pool is 10' and the side setback for a pool is 15' from the property line. That item was on the October 10, 2024 Planning Commission meeting where the commission recommended the reduction of the side setback to City Council. The item was then forwarded to City Council who ended up passing Ordinance 24-14 which reduced the side setback to 6 feet. After some consideration and some input from a resident, staff felt it would be best to update the rear setback to be 6 feet as well, which is why it is back to you. This item was discussed at the September 11 commission meeting when it was decided to go forward with a public hearing. A public hearing was held on December 11, 2025. There was no one present for public comment, but there was an email sent to staff in favor of reducing the pool side setback. The Planning Commission ended up forwarding a positive recommendation to the City Council.

ADDITIONAL INFORMATION

Examples of Swimming Pool Setback Requirements

Staff has conducted an online search of swimming pool setbacks that other communities in Northern Utah have in place. Below are eight examples:

1. Ogden

Under 15-13-11, it states that pools shall not be less than 10' from any interior property line.

2. West Point

Under 17.70.030, pools are allowed to be located not closer than 5' to any property line.

3. Syracuse City

Under 10.30.010, swimming pools can be 6' from the edge of water to the property line.

4. North Ogden

Under 11-9M-14, a family swimming pool and the accessory machinery must be 35' from any adjoining lot dwelling and 10' from any interior property line.

5. Clearfield

Under 11-13-13, swimming pools must be set back at least 5' from all property lines.

6. Kaysville

Under 17-31-9, a swimming pool can't be less than 8' setback from any property line.

7. Riverdale

Under 10-14-11, a family swimming pool and accessory machinery must not have less than a 5' setback from any interior property line.

8. Washington Terrace

Under 17.48.010, a family swimming pool may not be closer than 5' from the property line for both the side and rear property line.

ANALYSIS

While looking at the eight cities referred to above, staff noted that they have setbacks smaller than what South Ogden is currently requiring. Their pool requirements are the same for all zones and all lot sizes. Staff believes that the extra four feet for the rear setback is hardly adding any noticeable noise reduction and is limiting the use of the residents' rear yard. The reason behind the 6' recommendation is that it would include the required 3' from the edge of the pool to a required fence and that would leave 3' of walkable space around the pool fencing which is the minimum for a hallway requirement. Staff is open to reducing it to 5' to match what other cities are doing. The applicant will still be required to comply with building code.

STAFF RECOMMENDATION

After looking at the different requirements that other cities have for setbacks and looking at what would give residents the most use of their rear yard, staff thinks it makes sense to reduce the rear setback to 6' or even 5'.

STAFF REPORT



SUBJECT: Code Discussion - Off Street Parking Space and Driveway Requirements 10-17-2
AUTHOR: Alika Murphy
DEPARTMENT: Planning Administration
DATE: January 6, 2026

BACKGROUND

As staff reviews sections of code and interact with different residents regarding parking there has been some inclination to look at ways to update or consider changes to the additional parking requirements. Currently, if residents want to add additional parking spaces to their property, it must be maintained on the side of the property or in the rear with no portion of the vehicle going past the front façade of the main dwelling. While looking around in the city there have been concrete pads that have been constructed, or gravel has been used to act as additional parking surface to hold vehicles that stick out beyond the front plane of the house, but don't block the sidewalk or take over street parking. Per our current code, if a second driveway is desired then it must be at least 10' wide, the combined area of driveways may not cover more than 70% of the front yard, and the combined width of the driveways shall not exceed 50%. Staff checks these requirements via a land use permit and then public works create the curb cut. The driveway is a way to access the parking spot not to park the vehicle on it. This requirement of having the entire parking spot be located completely on the side or rear of the dwelling does limit various residents from parking their RVs or additional vehicles they may have which means that they would have to find other places to park their RVs or get rid of any additional vehicles which can be difficult if they have multiple people within the same household that drives a car. The city hired a code compliance official a few months ago, and part of that compliance will be to direct people where to properly park their vehicles. Staff wants to get ahead of this by having this conversation and update the code. At the August 14 meeting, Planning Commission agreed to move forward with a draft of the proposed changes. At the September 11 meeting, Planning Commission further discussed the proposed changes and gave staff additional feedback to amend the ordinance for the following meeting in November before having a public hearing in December. This item was discussed at the November 13th Planning Commission work session and was on the December 11th agenda for a public hearing and recommendation. There was no one present for the public hearing and there were no emails sent to staff. The commission forwarded a positive recommendation to City Council with a couple changes including adding wording defining where to measure the distance for safe placement of the parked vehicles beyond the front façade of the main dwelling.

Links to existing code:

https://southogden.municipalcodeonline.com/book?type=ordinances#name=10-17-2:_Off_Street_Parking_Space_And_Driveway_Requirements_For_Dwellings

ANALYSIS

As mentioned above, planning staff has started looking at additional parking codes and found that a couple nearby cities do allow some parking beyond the front façade of the dwelling and wanted to bring examples to the commission before fully presenting a draft. Below are brief summaries and links to two cities' parking code that allow parking past the front façade of the dwelling.

Layton City:

Under Section 19.12.190 of their city code, Layton allows recreational vehicles to be parked and have access off of an approved driveway and shall be located at least 10' from the public right of way. They are allowed to sit on a hard surface which can include compacted gravel or road base. The max allowance is one recreational vehicle and that RV must be owned by the property owner.

<https://hosting.civiclinc.com/layton/books/municipal-code/19.12.190?q=residential%20parking>

North Ogden:

Under Section 11-19-3-C7 of North Ogden's land use code, they specify that the minimum required parking may not be located within the required front yard and side yard area, but overflow parking is permitted in the front and side yard areas if the standards under A.4 of the same section is met. Section A4 talks about driveways not being less than 10' for one-way traffic and not less than 20' for two-way traffic.

https://northogden.municipalcodeonline.com/book?type=plan#name=11-19:_PARKING_AND_LOADING;_AND_TRAFFIC_AND_ACCESSS_STANDARDS

RECOMMENDATION

Staff encourages the proposed changes to the parking ordinance especially since this matter has been discussed during a few meetings. Staff is open to all comments and discussion for this matter.

ORDINANCE NO. 26-01

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, AMENDING SOUTH OGDEN CITY CODE 10-14-12 CONCERNING PRIVATE SWIMMING POOL SETBACKS AND 10-17-2 CONCERNING OFF- STREET PARKING REQUIREMENTS

SECTION 1 - RECITALS:

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

WHEREAS, in conformance with the provisions of UCA §10-9a-501 the governing body of the city may enact a zoning ordinance establishing regulations for land use and development within the city; and,

WHEREAS, in conformance with UCA §10-9a-502 the governing body of the city may from time to time amend the zoning ordinance by recommendation of the planning commission and after the planning commission holds a public hearing which has been properly noticed; and,

WHEREAS, the City Council finds that the Planning Commission has held the required public hearings and now recommends changes to South Ogden City Code (SOC) 10-14-12 concerning private swimming pool setbacks as well as changes to 10-17-2 concerning off-street parking requirements;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that the City Code be changed and amended:

AMENDED SECTION:

Upon the adoption of this Ordinance, the South Ogden City Code is readopted with the changes set out in **Attachment "A"**, which is incorporated herein, to read as indicated.

The foregoing recitals are incorporated herein.

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 any prior Ordinances and Resolutions, with their specific 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 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 V - DATE OF EFFECT:

This Ordinance shall be effective on the 6th day of January, 2026, and after publication or posting as required by law.

DATED this 6th day of January, 2026.

SOUTH OGDEN, a municipal corporation

Russell L. Porter, Mayor

Attested and recorded:

Leesa Kapetanov, MMC
City Recorder

10-14-12: Private Swimming Pools, Tennis/Pickleball Courts, Skateboard Ramps, Basketball Standards Or Courts

1. Swimming Pool (private). No such pool shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:
 1. It is an accessory use to a main building and is located within the side or rear yard thereof and accessory structure setbacks do not apply to the swimming pool;
 2. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;
 3. It may not be located closer than six feet (6') to any side property line or ~~ten-six~~ (~~10'6"~~) from a rear property line on the property on which it is located; the setback is measured from the water's edge to the property line;
 4. On corner lots, the distance from the pool to the property line facing on a street shall not be less than the required side yard for an accessory building in that zone;
 5. The swimming pool, or the entire property on which it is located, shall be walled or fenced to a minimum height of six feet or the combination of a minimum 4' high fence and a powered safety cover complying with ASTM F1346 and a keyed switch to operate the cover. The fence shall be constructed to limit any individual from accessing the pool area. The fence shall comply with all current building codes. All gates on said fences shall be self-closing and fitted with a self-latching device located on the interior side of the gate;
 6. Where a swimming pool is completely enclosed in a building, the location and setback requirements for an accessory structure shall apply. Any above ground pool lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line.

10-17-2: Off Street Parking Space And Driveway Requirements For Dwellings

Applicability: Single-Family Residences, Mobile Homes And Multiple-Family Residences Of Four (4) Or Less Dwelling Units Per Building.

A. Off Street Parking:

1. Requirements: For all zones referenced in section 10-17-1, (see subsection 10-17-5C of this chapter for exception):
 - a. For a single-family dwelling: two (2) parking spaces.
 - b. For a two-family dwelling: four (4) parking spaces.
 - c. For a three-family dwelling: six (6) parking spaces.
 - d. For a four-family dwelling: seven (7) parking spaces.
2. Increase: If any dwelling unit is increased by occupant use after the original building permit is issued, the parking requirements shall reflect that increase.
3. Paying Guests: In addition to the above parking space requirements, one parking space shall be provided for every two (2) paying guests residing in such dwelling units. Such paying guests refers to the rental of sleeping rooms within the dwelling unit.
4. Location and Surfacing: Required off street parking shall be located on the same lot or parcel as the use it is intended to serve. Off street parking stalls located in the side yard or rear yard setbacks of a structure shall be surfaced with asphaltic concrete, pavement bricks, cement concrete, permeable pavers, gravel (weed free) or other material approved by the City Engineer which complies with air quality and SWPPP standards.
5. Access: Parking spaces shall have direct and unblockable access to a driveway
6. Maximum Yard Area Used For Parking: No portion of the required front yard shall be used for parking vehicles. The front yard shall be left open, except for driveways that provide access to garages or side or rear yard parking areas (see 10-23: Landscape Regulations). Residents may use driveways as an approved parking area for additional vehicles in accordance with 7c below.
7. Additional Vehicle Parking: If additional parking of vehicles including utility trailers, boats, and recreational vehicles is proposed, such parking places shall meet the following standards:
 - a. The proposed parking space may not occupy areas required to meet the minimum number of required off-street parking spaces stipulated in subsection 10-17-2-B.
 - b. The parking area must be at least eight feet (8') wide. For corner lots, the parking area may not exceed a maximum of twelve feet (12') in width when located in the corner side yard.
 - c. The parking area must be located behind or to the side of the residence if possible, and be of sufficient length to accommodate the vehicle. No portion of the vehicle shall extend beyond the front façade of the dwelling. If not possible, parked vehicles may extend beyond the front façade of the dwelling 50% of the following distances:
 - 1). If there is a sidewalk, the distance will be measured from the back of the sidewalk to the front of the house.

e.2). -If there is no sidewalk, then the distance will be measured from a point six feet beyond the edge of the street's asphalt to the front of the house.

- d. For corner lots, no vehicle shall be parked within the required Clear View Area (see 10-14-14: Clear View of Intersecting Streets).
- e. If a roof or cover is desired over an accessory vehicle parking slab, it must comply with all applicable codes and regulations, and an appropriate building permit must be obtained. Otherwise, the parking slab must remain open and unobstructed from the sky.
- f. All storm water runoff from hard surfaces must be directed to prevent drainage onto adjacent properties.
- g. Screening: All additional off-street parking spaces and associated access lanes shall be screened from adjoining properties within a residential zone by a masonry wall or solid fence not less than four feet (4'), nor greater than six feet (6') in height. The use of shrubs or other live screening material may be used in place of a wall or fence if approved by staff. Such live plant materials must extend along the length of the adjoining property line and meet the same minimum and maximum height requirements of a wall or fence at maturity without impacting or extending into the adjacent property.
- h. Recreational vehicles, boats, or utility trailers parked or stored at a residence shall be accessed from and located next to an approved driveway leading to a garage or carport and may extend beyond the front façade of the dwelling 50% of the following distances:
 - 1). If there is a sidewalk, the distance will be measured from the back of the sidewalk to the front of the house.
 - 2). -If there is no sidewalk, then the distance will be measured from a point six feet beyond the edge of the street's asphalt to the front of the house.
- g.i. Such vehicles shall be placed on a hard surface, which may include concrete, compacted gravel or road base. Only one such vehicle may be parked on the lot.

STAFF REPORT



SUBJECT: Resolution 26-01 - Agreement with Caselle for Utility and Business License Portal Service and Corresponding Merchant Fees

AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: January 6, 2026

RECOMMENDATION

Staff recommends approval of Resolution 26-01

BACKGROUND

The city has been using Caselle for more than 20 years as a way to keep track of our utility accounts, as well as business licenses, accounts payable, and employee management. Recently, Caselle has offered a new service wherein people can set up an account on an online portal. For those who have a business license in the City, they can set up an account, look at the information and correct anything that is wrong, pay for their license, and print their license out, all without having to take any of staff's time. Those who have utility accounts will also be able to go to the portal and pay their utility bills.

ANALYSIS

The City has offered a similar service for utility bills through a company called Xpress Bill Pay; however, now that Caselle offers this service not only for utilities but also business licenses, staff feels that we should switch to them. We will begin by having the business licenses switch over to Caselle as soon as possible. In the meantime, we will begin a campaign letting people know that a change is coming for paying utility bills so they will have plenty of time to switch over. We have spent a few months working with Caselle to make sure costs to the City would remain the same or be better than what we are paying Xpress Bill Pay now. We also hope to save staff time by not having to take business license payments over the phone or printing out and emailing the licenses.

SIGNIFICANT IMPACTS

The most significant monetary impact will be the cost of implementation, which is \$1,200. There will then be monthly fees for portal maintenance. There should be no change to merchant fees since Caselle is matching Xpress Bill Pay's fees.

ATTACHMENTS

None.

Resolution No. 26-01

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN
AGREEMENT WITH CASELLE INC. FOR UTILITY AND BUSINESS
LICENSE CUSTOMER PORTAL SERVICES AND CORRESPONDING
MERCHANT FEES**

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 provide more convenient services to the City's residents and businesses; and,

WHEREAS, the City Council finds that Caselle Inc. can provide a customer portal for utility and business license accounts; and,

WHEREAS, staff has researched other customer portal providers and finds that Caselle Inc. can offer the best integrated system at the best price; and,

WHEREAS, the City Council finds that because of the on-going fees associated with the agreement they are required, by the City's Purchasing Policy, to approve the agreement with Caselle Inc;

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

The Agreement **"Community Connect Price Proposal"** With Caselle Inc. Attached Hereto As **Attachment "A"**, And By This Reference Fully Incorporated Herein, is Approved, and That The City Manager Is Authorized to Sign, and The City Recorder To Attest, All Documents Necessary To Effect This Authorization And Approval.

That the foregoing recitals are incorporated herein.

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 6th day of January, 2026, 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 6th day of January, 2026.**

SOUTH OGDEN CITY

Russell L. Porter,
Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 26-01

Resolution Of South Ogden City Approving An Agreement With Caselle Inc.
For Utility And Business License Customer Portal Services And Corresponding
Merchant Fees

06 Jan 26



CASELLE®

COMMUNITY CONNECT

PRICE PROPOSAL FOR South Ogden
City, UT



PRICING & TERMS

Pricing is based on the following information provided by the South Ogden City, UT:

CLIENT OVERVIEW	
Bills/Month (Est.)	5652
Average Payment (Est.)	104.31
Credit Card Transactions (Est.)	N/A
ACH Transactions (Est.)	N/A
Pricing Model	Absorbed Fees

PAYMENT FEES	
Credit/Debit Card	2.0% + \$.10
ACH	\$0.75
All fees include recurring, one-time payments, all payment channels, and all card brands (Visa, MasterCard, American Express and Discover).	
OTHER FEES	
Text Notifications – Charged per outbound text notification to each contact	\$0.10 per outbound (Waived)
Chargeback	\$15 per Chargeback
Unauthorized ACH Return	\$15 per Unauthorized ACH Return
ACH Return	\$2.5 per Return
PCI Compliance Fee	\$8 per month (Waived)

COMMUNITY CONNECT PORTAL FEES	
Base Package – Utility Payments	\$50/mo
Portal Add-Ons:	
Miscellaneous	\$10/mo
Business License	\$25/mo
	Permits
	Accounts Receivable
	\$10/mo
	Custom Forms
	\$25/mo
Implementation Fee – Includes integration, billing process configuration, portal setup, and staff training	\$1200 One-time, paid for upfront
Client Support - Unlimited phone + e-mail inquiries.	Included
Cash Receipting Web Services	Existing Application
Utility Management Web Services	Existing Application
Business Web Services	Existing Application

- I. Unless otherwise specified, Implementation Fee includes up to six (6) hours of implementation work by Caselle staff. Any required work above six hours will be billed hourly increments at \$200/hour.
- II. All clients will be invoiced in advance of implementation. All invoiced fees are due at receipt and required to begin implementation, unless otherwise specified.
- III. Community Connect Portal application fees will be invoiced with all other Caselle applications. For clients billed for support annually, Community Connect Portal application fees will be invoiced initially on a pro rata basis to align with the client's upcoming renewal.
- IV. For clients absorbing the payment processing fees, clients will be charged via direct deposit monthly by our payment processing partner, Zift.

Entity Name	South Ogden City, UT
-------------	----------------------

Account Type

Complete a separate Pricing Agreement for each deposit account and/or Account Type that is required.

General Government	Yes
Utility	Yes
Visa Registered Utility Biller	Yes

Absorb Processing Fees?

Visa / Mastercard / Amex / Discover	Yes
ACH	Yes

Convenience Fee Rates (Visa / Mastercard / Amex / Discover)

Rules			Percentage Fee	Per Item Fee
N/A		-	0.00%	\$0.00
N/A		-	0.00%	\$0.00
N/A		-	0.00%	\$0.00
N/A		-	0.00%	\$0.00
N/A		-	0.00%	\$0.00

Convenience Fee Rates (ACH)

Rules			Percentage Fee	Per Item Fee
N/A		-	0.00%	\$0.00
N/A		-	0.00%	\$0.00
N/A		-	0.00%	\$0.00
N/A		-	0.00%	\$0.00
N/A		-	0.00%	\$0.00

Processing Fees

Only applicable for accounts absorbing fees.

Pricing Type	Absorbed Fees
Visa / Mastercard / Discover / Amex Rate	2.0%
Visa / Mastercard / Discover / Amex Per Item	\$0.10
ACH Rate	0.00%
ACH Per Item	\$0.75

****NOTICE AND DISCLOSURE OF CARD ASSOCIATION PASS-THROUGH FEES "COST":** Each card organization assess fees to merchants in connection with transactions outside of the bank's control, such as dues and assessments, fixed acquirer network fees, international/cross-border transaction fees, network access and data usage charges. These fees apply to all merchants, regardless of bank, processor or ISO affiliation and are passed through at cost to you, the merchant, and are not marked up. For interchange pass through pricing, by signing this Custom Pricing Quote and Agreement, you accept and agree to these pass-through fees and understand that they may change from time-to-time without notice.

Fixed Fees

Applicable to all accounts.

Per Chargeback	\$15.00
Per ACH Return	\$2.50
Per Unauthorized ACH Return	\$15.00
Monthly PCI Validation Fee	\$8.00 (Waived)

Additional Instructions

Implementation and billing for utility payments to be delayed until future date to be determined by City of South Ogden.

By proceeding, you agree to the fees outlined in this Caselle Proposal and agreement and acknowledge acceptance of the associated Terms and Conditions.

Accepted By: _____ Title: _____

Signature: _____ Date: _____

Contact Information

Please provide the employee information the team will be working with to setup and implement this order.

Name:

Email:

Phone Number:

Address: 3950 S Adams Ave, South Ogden, UT, 84403

STAFF REPORT

SUBJECT: Fleet Service Contract Discussion
AUTHOR: Peter Anjewierden
DEPARTMENT: Finance
DATE: January 6th, 2026



RECOMMENDATION

Staff wants to discuss and recommend purchasing vehicles through the Bancorp municipal government fleet services.

BACKGROUND

South Ogden City was in need of financing for fleet replacement vehicles as well as help from a procurement service in obtaining said vehicles.

ANALYSIS

Staff solicited three quotations for fleet services, and determined the Bancorp could best meet our immediate needs for procurement, cash flow and value based on financing structure without additional fees and is able to facilitate procurement of all the requisite vehicles in the attached schedule. The proposed contract has been referred to our attorney for legal review. Timing to order vehicles that are already in the FY 2026 budget with Council's consent is the purpose of this discussion with finalization of the contract pending that should be before counsel for final approval at the January 20th Meeting.

SIGNIFICANT IMPACTS

Total retail cost of all equipment to be procured and financed could cost up to 1.3 Million in expenses spread throughout the life of the lease, in most cases at a nominal effective interest rate based on the cost of borrowing between 4.5%-4.8%

ATTACHMENTS

Draft Contract from Bancorp and Vehicle Listing



MASTER LEASE AGREEMENT MUNICIPAL

The Bancorp Bank, National Association ("Lessor") with offices
at 475 W 600 S Smithfield Utah 84335 and the undersigned

South Ogden City ("Lessee")
with offices at 3950 S Adams Ave. South Ogden City, UT 84405 hereby agree as follows:

- Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
- Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
- Payments.** The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (10th) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
- Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
- Left blank intentionally.**
- Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
- Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
- Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.
- Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder without the prior written consent of Lessor, and if Lessee receives notice of an assignment, Lessee will pay any

assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.

10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18. **Bank-Qualified Tax Designation.** **Initial box if this paragraph applies.** Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than **\$10,000,000** of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: _____

LESSEE	South Ogden City	Signature	_____
ADDRESS	3950 S Adams Ave. South Ogden City, UT 84405	Title	_____
Signature	_____	Signature	_____
Title	_____	Title	_____
Signature	_____	<hr/>	
Title	_____	LESSOR The Bancorp Bank, National Association	
Signature	_____	Signature	_____
Title	_____	Title	_____



OPEN-END LEASE SCHEDULE

The following Fourteen (14) vehicles are hereby added to the Master Lease Agreement Open-End Lease dated 01/06/2026, (the "Master Lease Agreement") between the The Bancorp Bank, N.A. (Lessor) and City of South Ogden (Lessee).

Date 01/06/2026

Customer # TBD

Quote #	VIN	Year, Make & Model	Term & Frequency	Vehicle Cost	Upfitting Cost	Total Capital Cost of Vehicles	Termination Value	ST	Base Payment	Sales or Use Tax based on State	Total Annual Payment per Unit	Total Units	Total Annual Payment All Units	Estimated Residuals	
1	TBD	2026 Ford Explorer Patrol Unit	48	\$ 46,500.00	\$ 18,500.00	\$325,000.00	\$10,000.00	UT	\$15,589.00	\$0.00	\$15,589.00	5	\$77,945.00	\$ 50,000.00	
2	TBD	2026 F150 Ford Crew Cab XL 4WD K-9 Unit	48	\$ 48,000.00	\$ 19,500.00	\$67,500.00	\$10,000.00	UT	\$16,272.00	\$0.00	\$16,272.00	1	\$16,272.00	\$ 10,000.00	
3	TBD	Backhoe for Excavation	36	\$ 130,000.00	\$ -	\$130,000.00	\$60,000.00	UT	\$28,229.00	\$0.00	\$28,229.00	1	\$28,229.00	\$ 60,000.00	
4	TBD	International Dump Truck	60	\$ 220,000.00	\$ -	\$220,000.00	\$1.00	UT	\$49,418.00	\$0.00	\$49,418.00	1	\$49,418.00	\$ 1.00	
5	TBD	Brush Fire Truck	60	\$ 72,000.00	\$ 60,000.00	\$132,000.00	\$1.00	UT	\$29,651.00	\$0.00	\$29,651.00	1	\$29,651.00	\$ 1.00	
6	TBD	Jacobsen Mower	60	\$ 87,875.00	\$ -	\$87,875.00	\$1.00	UT	\$19,739.00	\$0.00	\$19,739.00	1	\$19,739.00	\$ 1.00	
7	TBD	2026 F150 Ford Crew Cab XL 4WD	60	\$ 48,000.00	\$ -	\$96,000.00	\$17,500.00	UT	\$7,868.00	\$0.00	\$7,868.00	2	\$15,736.00	\$ 35,000.00	
8	TBD	MACK 3 Ton Roll-off Truck	60	\$ 200,000.00	\$ -	\$200,000.00	\$1.00	UT	\$44,925.00	\$0.00	\$44,925.00	1	\$44,925.00	\$ 1.00	
9	TBD	MULE/UTILITY Vehicle	60	\$ 35,000.00	\$ -	\$35,000.00	\$10,000.00	UT	\$6,197.00	\$0.00	\$6,197.00	1	\$6,197.00	\$ 10,000.00	
10	TBD														
						\$1,293,375.00						Grand Totals	14	\$288,112.00	\$ 165,004.00

Additional Terms and Conditions:

Fiscal Year 2026 Total cost to the City for the attached schedule of fleet vehicle leases and purchases and procurement costs shall not exceed \$ 1,293,375 + Implied interest on each vehicle contract.

Fiscal Year 2026 Total Annual Lease Payment shall not exceed \$288112.00. lease payments will begin upon completion of Dealer paperwork to The Bancorp and execution of the Lease Schedule for that vehicle.

Future Years Contracts will be approved annually by City of South Ogden using State Contract Pricing and funded by The Bancorp.

Amendments may be made in writing if procurement of above vehicles cannot be obtained at market contractual rates utilizing existing state contractors or other vendors at the Bancorp's disposal.

Additional vehicles may be added to the contract at the discretion of the Lessee upon written agreement / amendment of the contract at or below State contractual purchase amounts + implied interest.

LESSEE

City of South Ogden
3950 Adams Ave. Suite 1
South Ogden, Utah 84403

LESSOR

The Bancorp Bank, National Association
3755 Park Lake Street
Orlando, FL 32803

By: _____

Signature _____

Pinted Name and Title of person signing

Title _____