

# OGDEN VALLEY COUNCIL MEETING

Saturday, January 3<sup>rd</sup> 5:30 p.m.  
Huntsville Town Hall, Council Chambers  
7474 East 200 South, Huntsville, Utah

**Participation is available electronically.**

**Instructions can be found at**

<https://us02web.zoom.us/j/88474935667?pwd=fGkoGTPnCZ6LvR5DaQbPIOEGGST3j4.1>

1. Call to Order
  - a. Pledge of Allegiance
  - b. Moment of Silence
2. Consent Agenda
  - a. No Items
3. Public Comment (at the discretion of the Mayor). All public comment shall: 1) only be made by those after the person states his or her name and address for the record; 2) may last no longer than 2 minute unless otherwise allowed by the Mayor; 3) must be germane to the authority of the City Council and be directly related to city programs, projects, services or events; and 4) may not address an item already on the agenda.
4. Ordinance 2026-01: Consideration of Ordinance Approving Incorporation and Ratifying Acts of Officers Elect (Approximately 20 minutes). Discuss and possibly deny, continue, or adopt Ordinance 2026-01 approving Incorporation and Ratifying Acts of Officers Elect.
5. Ordinance 2026-02: Consideration of Temporary Land Use Ordinance or Moratorium (Utah Code § 10-9a-504) (Approximately 10 minutes). Discuss and possibly deny, continue, or adopt Ordinance 2026-02 approving a Moratorium on all new applications for subdivisions and annexations.
6. Resolution 2026-01: Establishment of Regular Meeting Schedule and Location (Utah Code § 52-4-202) (Approximately 5 minutes). Discuss and possibly deny, continue, or adopt Resolution 2026-01 establishing a Regular Meeting Schedule and Location.
7. Resolution 2026-02: Establishment of Temporary office hours (Approximately 5 minutes). (Approximately 5 minutes). Discuss and possibly deny, continue, or adopt Resolution 2026-02 establishing temporary office hours for the City offices.
8. Resolution 2026-03: Appoint a Mayor Pro Tem (Approximately 5 minutes). Discuss and possibly deny, continue, or adopt Resolution 2026-03 appointing a Mayor Pro Tem.
9. Resolution 2026-05: Establishment of Municipal Bank Account & Authorized Signatories (Utah Code § 10-6-141) (Approximately 5 minutes). Discuss and

possibly deny, continue, or adopt Resolution 2026-05 establishing a Municipal Bank Account & Authorized Signatories.

10. Resolution 2026-06: Adoption of City Seal (Utah Code § 10-3-103) (Approximately 5 minutes). Discuss and possibly deny, continue, or adopt Resolution 2026-06 ratifying the adoption of the Ogden Valley City Seal.
11. Ordinance 2026-03: Discussion Only. Discussion of the Imposition of an Energy Use Tax. Public comment as allowed by the Mayor. (Approximately 20 minutes).
12. Ordinance 2026-04: Discussion Only. Discussion of the imposition of a Transient Room Tax. Public comment as allowed by the Mayor. (Approximately 20 minutes).
13. **Closed Meeting** (As needed)  
A closed meeting for any purpose as allowed in UCA 52-4-25.
14. **Adjournment**

# OGDEN VALLEY CITY

## ORDINANCE NO. 2026-1

### **AN ORDINANCE OF OGDEN VALLEY CITY, UTAH, ACKNOWLEDGING AND APPROVING THE INCORPORATION OF OGDEN VALLEY CITY AS A MUNICIPALITY OF THE STATE OF UTAH, ACCEPTING THE POWERS AND DUTIES OF MUNICIPAL GOVERNMENT, RATIFYING THE ACTS OF OFFICERS-ELECT, AND RELATED MATTERS**

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**WHEREAS**, Title 10, Chapter 2a, Part 2 of the Utah Code is entitled "*Incorporation of a Municipality*" and establishes the process for incorporating a new municipality in the State of Utah; and

**WHEREAS**, pursuant to Utah Code §§ 10-2a-202 through 10-2a-210, an incorporation feasibility request was filed, a feasibility study was completed, a petition for incorporation was certified, and an incorporation election was duly called and held for the proposed Ogden Valley City (the "City"); and

**WHEREAS**, at the incorporation election, a majority of the voters voting on the question approved the incorporation of Ogden Valley City as a municipality under Utah law; and

**WHEREAS**, following the canvass of the final election of municipal officers under Utah Code § 10-2a-215, the county clerk notified the Lieutenant Governor of the officers elected in the new municipality, and the mayor of the future municipality timely filed with the Lieutenant Governor (i) a notice of impending boundary action and (ii) an approved final local entity plat as required by Utah Code § 10-2a-217; and

**WHEREAS**, pursuant to Utah Code § 10-2a-217, upon receipt and recording of the required documents, the Lieutenant Governor issued a certificate of incorporation for Ogden Valley City, establishing the **effective date of incorporation** of the City as January 2, 2025 (the "Effective Date"); and

**WHEREAS**, after the canvass of the final election of municipal officers and before the Effective Date, the officers-elect of Ogden Valley City were authorized by Utah Code § 10-2a-218 to prepare and adopt a proposed budget and compilation of ordinances and to negotiate and enter into certain contracts and arrangements on behalf of the future municipality; and

**WHEREAS**, under Utah Code § 10-2a-218(2), the municipal council is required to review and ratify each contract made by a municipal officer during that interim period within 30 days after the day on which the City's incorporation becomes effective; and

**WHEREAS**, under Utah Code Title 10, Chapter 3 and Chapter 3b, the powers of municipal government for Ogden Valley City are vested in its governing body, consisting of the mayor and

city council members in the form of government selected and approved in accordance with law; and

**WHEREAS**, the City Council of Ogden Valley City now desires to formally acknowledge and approve the incorporation of the City, accept the powers and duties of municipal government, and ratify the lawful acts and contracts of its officers-elect undertaken pursuant to Utah Code § 10-2a-218;

**NOW, THEREFORE**, be it ordained by the City Council of Ogden Valley City, Utah, as follows:

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### **Section 1. Incorporation of Ogden Valley City Acknowledged and Approved.**

1.1 The City Council hereby **acknowledges** that Ogden Valley City has been duly incorporated as a municipality of the State of Utah pursuant to Utah Code Title 10, Chapter 2a, Part 2, effective as of January 2, 2026, as set forth in the certificate of incorporation issued by the Lieutenant Governor.

1.2 The City Council hereby **approves and accepts** the incorporation of Ogden Valley City as a Utah municipality and recognizes Ogden Valley City as a body politic and corporate, with all powers, rights, privileges, duties, and obligations conferred by the Utah Constitution and Utah statutes, including without limitation Utah Code Title 10, the Utah Municipal Code.

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### **Section 2. Name, Class, and Form of Government.**

2.1 The name of the municipality shall be **“Ogden Valley City”**.

2.2 The City is incorporated as a city within the meaning of Utah Code § 10-2-301 and Utah Code § 10-2a-201.5, based on the population and qualifications established in the incorporation proceedings.

2.3 Ogden Valley City shall operate under the six-member council form of government described in Utah Code §§ 10-3b-301 through 303 selected by the voters and provided for in Utah Code Title 10, Chapter 3b. The powers of municipal government are vested in the mayor and city council as provided in Utah Code §§ 10-3-101 et seq. and 10-3b-301 et seq.

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### **Section 3. Acceptance of Municipal Powers and Duties.**

3.1 Ogden Valley City hereby accepts and assumes all powers, functions, rights, and responsibilities of a Utah municipality as of the Effective Date, including but not limited to:

- (a) legislative authority through ordinances, resolutions, and policies;
- (b) executive and administrative authority as provided by statute and local ordinance;
- (c) authority to levy and collect taxes, fees, and charges as authorized by law;



- (d) authority to provide municipal services, contract for services, and regulate land use within the City's boundaries; and
- (e) such other powers and duties as are granted or imposed by Utah law upon municipalities.

3.2 The City Council directs the mayor, city recorder, and other officers and employees of the City to take all actions necessary and appropriate to carry out the purposes of this Ordinance and to effectuate the orderly transition of municipal services, including coordination with Weber County and other service providers as contemplated by Utah Code § 10-2a-219 and other applicable law.

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#### **Section 4. Ratification of Lawful Acts and Contracts of Officers-Elect.**

4.1 The City Council acknowledges that, consistent with Utah Code § 10-2a-218, the officers-elect of Ogden Valley City may have, between the canvass of the final election of municipal officers and the Effective Date of incorporation:

- (a) prepared and adopted a proposed budget and compilation of ordinances;
- (b) negotiated and entered into contracts for personnel, services, equipment, materials, and supplies;
- (c) borrowed funds or arranged for startup financing;
- (d) issued tax anticipation notes; and
- (e) made appointments to the City's planning commission.

4.2 The City Council hereby **ratifies, approves, and confirms** all lawful contracts, agreements, appointments, and other actions taken by the officers-elect of Ogden Valley City pursuant to Utah Code § 10-2a-218, as follows:

- i. Appointment of Interim City Recorder (Sharon Robbins) and Interim City Treasurer Kay Larrison in accordance with Utah Code §§ 10-3-902 and 10-3-916).
- ii. The Formation & Appointment of a Planning Commission under Utah Code § 10-9a-301, with the following appointed to the Planning Commission: Lisa Arbogast (4 year term), Fred Blickle (4 year term), Angela Dean (4 year term), Tyson Lloyd (4 year term), Charles Osman (2 year term), Erin Shaffer (2 year term), Terri Zenger (2 year term)
- iii. Authorization to Obtain Municipal Liability Insurance (Utah Code § 63G-7-301)
- iv. Authorization to Negotiate or Enter Interlocal Agreements for Municipal Services under Utah Code § 11-13-202 and Ratification of the following Interlocal Agreements attached as Exhibit A: a) Business Interlocal; b) Engineering Interlocal; c) Law Enforcement Interlocal; d) Roads Interlocal; and e) Special Events Interlocal.
- v. Authorization and Ratification of the following contracts attached as Exhibit B: Boshell Independent Contractor; Boshell Civic Solutions Contract; Jones Engineering Contract; Zions Advisors Agreement Contract.
- vi. Appointment of Sharon Robbins as the GRAMA Records Policy & Records Officer (Utah Code § 63G-2-101 et seq.)

- vii. Adoption of Municipal Code Titles 1 through 6 (attached as Exhibit C).
- viii. Authorization of Sharon Robbins to perform Public Notice Procedures & Website Administration.
- ix. Ratification of all other actions taken by City Council prior to the date of this meeting.

4.3 The mayor and city recorder are authorized and directed to compile a list of contracts and actions taken by officers-elect and to present such list to the City Council for review, ratification, or disapproval in accordance with Utah Code § 10-2a-218(2).

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#### **Section 5. Records, Plat, and Boundaries.**

5.1 The City Council acknowledges that the legal boundaries of Ogden Valley City are as described in the final local entity plat filed with the Lieutenant Governor and recorded in the office of the Weber County Recorder pursuant to Utah Code § 10-2a-217 and Section 67-1a-6.5.

5.2 The city recorder is directed to:

- (a) maintain in the City's records copies of the certificate of incorporation, notice of impending boundary action, approved final local entity plat, and all other incorporation documents; and
  - (b) ensure that the City's official maps and records accurately reflect the City's boundaries.
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#### **Section 6. Severability.**

If any provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby and shall remain in full force and effect, to the fullest extent permitted by law.

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#### **Section 7. Effective Date.**

This Ordinance shall take effect upon posting or publication as required by Utah law and shall relate back to and recognize the Effective Date of incorporation established by the Lieutenant Governor's certificate pursuant to Utah Code § 10-2a-217.

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PASSED AND ADOPTED by the City Council of Ogden Valley City, Weber County, Utah, this \_\_\_\_\_, day of January, 2026.

AYE

NAY

Councilwoman Don Hickman

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Councilman Kay Hoogland

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\_\_\_\_\_

Councilman Tia Shaw

\_\_\_\_\_

\_\_\_\_\_

Councilman Peggy Dooling- Baker

\_\_\_\_\_

\_\_\_\_\_

Councilman Chad Booth

\_\_\_\_\_

\_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Mayor Janet Wampler

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Robbins, City Recorder

\_\_\_\_\_  
City Attorney

City Seal

EXHIBIT A  
INTERLOCAL  
AGREEMENTS

**AN INTERLOCAL AGREEMENT BETWEEN  
OGDEN VALLEY CITY AND WEBER COUNTY  
FOR BUSINESS LICENSING SERVICES**

This agreement is made and entered into pursuant to Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County," and Ogden Valley City, a municipal corporation of the State of Utah, hereinafter referred to as "City."

**WHEREAS**, the City desires to make the most cost effective use of tax dollars for business licensing services; and

**WHEREAS**, the City has limited resources available to perform these tasks; and

**WHEREAS**, the City has entered into negotiations with the County to obtain the County's assistance with business licensing services; and

**WHEREAS**, the City and the County have determined that it is mutually advantageous to each party to enter into this agreement; and

**WHEREAS**, the City agrees to compensate the County as described below, and the City and the County have agreed that the listed amounts are reasonable, fair, and adequate compensation for providing such services;

**NOW THEREFORE**, in consideration of the promises stated below, and pursuant to the provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

**I. SERVICES TO BE PROVIDED**

1. The County agrees to provide to the City all business licensing services, including licensing for alcohol, beer, short-term rentals, and any other business licensing services provided by the County's Planning Division, in the same manner as such services are provided for businesses in the unincorporated areas of the County. As part of the approval process, the County shall comply with any applicable City ordinances required for the issuance of business licenses. By way of example, a business license for a short-term rental may be issued only if such use is permitted under applicable City ordinance.
2. As the parties transition services from the County to the City, they shall cooperate in good faith to resolve any necessary details regarding the future provision of those services, including any required amendments to this agreement.

**II. PERIOD OF AGREEMENT**

1. This agreement shall become effective upon the later of (a) its approval and execution by each party, together with the filing of an executed copy of this agreement with the keeper
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of records of each party, and (b) the date the City's incorporation takes effect. Unless sooner terminated as provided for herein, this agreement shall run until June 30, 2027.

### **III. PAYMENT**

1. Subject to the provisions of this section, the City agrees to pay the County \$63.00 per hour for the services provided under this agreement. County employees will track the time they spend on these services for the City, rounding to the nearest hour each pay period.
2. The County will bill the City monthly by providing an invoice for the services provided. Payment shall be due 30 days after the date of the invoice. If payment is not received by the County Clerk/Auditor on or before the due date, interest shall accrue at the rate of one percent (1%) per calendar month, starting the day after full payment is due.

### **IV. EQUIPMENT AND LABOR**

1. The County shall furnish all necessary labor, supervision, and equipment reasonably necessary to provide the services specified herein.

### **V. AUTHORITY AND EMPLOYMENT STATUS**

1. For the purpose of performing all the services pursuant to this agreement, County employees shall be considered County employees and not employees of the City.

### **VI. INDEMNIFICATION AND LIABILITY**

1. Each party retains all protections provided by the Governmental Immunity Act of Utah, and none of the provisions of that act is waived by either party.

### **VII. MISCELLANEOUS**

1. Amendments. This agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all parties in the manner provided by law.
2. Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
3. Filing of Agreement. An executed counterpart of this agreement shall be promptly filed with the keeper of the records of each of the parties.
4. Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

5. No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
6. Additional Interlocal Cooperation Act Provisions
  - a. This agreement establishes a cooperative undertaking, but not a joint venture, between the parties. Neither party shall serve as the legal representative or agent of the other party for any purpose. Neither party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party. Neither party shall have any obligation with respect to the other party's debts or other liabilities, except as specifically provided in this agreement.
  - b. This agreement does not create an interlocal entity, and the parties do not intend to acquire any joint property as a result of entering into this agreement.
  - c. Each party will be responsible for maintaining its own financial budget for its participation in this agreement. There will be no joint budget.
  - d. Each party to this agreement shall determine whether a resolution of approval by the legislative body of the party is necessary under Utah Code Section 11-13-202.5. If not, this agreement may be approved and executed as an executive function and the adoption of a resolution of approval is not required. Otherwise, the party shall approve this agreement through the adoption of a resolution.
  - e. In accordance with the provisions of Utah Code Section 11-13-202.5(3), this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
  - f. To comply with the Interlocal Cooperation Act (sections 11-13-206 and 11-13-207), the City appoints its Mayor as its administrator for all matters relating to the City's participation in this agreement. The County appoints its Community Development Director as its administrator for all matters relating to the County's participation in this agreement. A party may change the designation of its administrator by providing written notice to the other party. To the extent that any joint administration of this agreement becomes necessary, the parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each party shall have an equal vote in any decision. However, unless otherwise specified in this agreement, each party shall have full authority to act on its own, without coordination with the other party, in fulfilling its own independent obligations under this agreement.

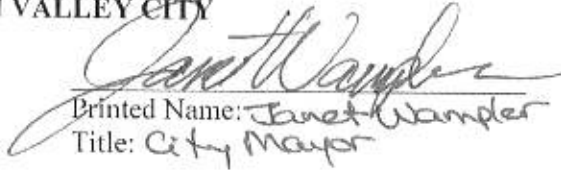
- g. Promptly after execution of this agreement by the parties, each party shall publish notice regarding this agreement pursuant to section 11-13-219 of the Interlocal Cooperation Act.
7. Severability. If any provision of this agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect, unless the invalidation of the provision materially alters this agreement. If the invalidation of the provision materially alters the agreement, the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.
8. Assignment. Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other party.
9. Termination.
- a. This agreement may be terminated by either party, with or without cause, by giving 60 days' advance written notice to the other party.
  - b. If the City terminates the agreement early, it shall pay all of the County's expenses incurred up through the effective date of the termination, plus any additional expenses incurred as a result of the early termination.
10. No Exclusivity. It is anticipated that the City will, over time, transition to providing services on its own and through other providers it elects to procure. Nothing in this agreement shall limit the City's ability to enter into future service contracts with third parties to provide the same services described herein. The City shall provide the County with reasonable notice of any such agreement that significantly changes the level of service the County will provide. Any modification to the services provided and/or the compensation payable shall be made only by a signed written amendment, as provided above.

*[signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this agreement.

**OGDEN VALLEY CITY**

BY:

  
Printed Name: Janet Wampler  
Title: City Mayor

DATED:

12/16/25

Approved:

  
City Attorney

**WEBER COUNTY**

BY:

  
Sharon Bolos  
County Commission Chair

DATED:

12/16/25

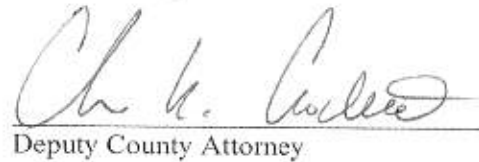
Attest:

  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

DATED:

12/16/25

Approved:

  
Deputy County Attorney

**AN INTERLOCAL AGREEMENT BETWEEN  
OGDEN VALLEY CITY AND WEBER COUNTY  
FOR ENGINEERING DIVISION SERVICES  
AND THE TRANSFER OF PUBLIC INFRASTRUCTURE**

This agreement is made and entered into pursuant to Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County," and Ogden Valley City, a municipal corporation of the State of Utah, hereinafter referred to as "City."

**WHEREAS**, the City desires to make the most cost effective use of tax dollars for services of the kind provided by the County's Engineering Division; and

**WHEREAS**, the City has limited resources available to perform these tasks; and

**WHEREAS**, the City and the County agree and acknowledge that after the City incorporates, much of the public infrastructure within the City's boundaries transfers to the ownership of the City, and the parties wish to memorialize that understanding; and

**WHEREAS**, the City has entered into negotiations with the County to obtain the County's assistance with Engineering Division services; and

**WHEREAS**, the City and the County have determined that it is mutually advantageous to each party to enter into this agreement; and

**WHEREAS**, the City agrees to compensate the County as described below, and the City and the County have agreed that the listed amounts are reasonable, fair, and adequate compensation for providing such services;

**NOW THEREFORE**, in consideration of the promises stated below, and pursuant to the provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

**I. SERVICES TO BE PROVIDED**

1. The County agrees to furnish to the City all services provided by the County's Engineering Division, subject to the following provisions:
  - a. The County shall provide the services at a level that is reasonably equivalent to the level of service that is provided for unincorporated areas of the County, subject to the following:
    - i. the County may make adjustments to the level of service based on objectively different conditions; and
    - ii. if the County has provided a particular service to this area at a higher or lower level than other unincorporated areas of the County during the five



years preceding this agreement, then the County shall continue to provide roughly the same level of that service that has been provided during the previous five years.

- b. The County will assist the City in applying for the City's MS4 permit with the State, but the City will be responsible for, and in charge of, its own MS4 permit and associated inspections.
2. The County retains the same discretion regarding Engineering Division services in the City as it has regarding such services in the unincorporated areas of the County. Just as the County may choose, at times, not to perform certain services in the unincorporated areas of the County, or to perform other higher priority services first, the County may make those same decisions for Engineering Division services in the City.
3. The County Engineer shall work with the City Engineer in good faith to develop and implement a process for coordinating engineering work on projects within the City. The City Engineer shall serve as the primary day-to-day liaison with the County Engineer regarding such projects. Nothing in this Agreement grants the County exclusive authority to provide engineering services. The County's role is intended to supplement the City's overall engineering capacity, and all County engineering service requests shall be coordinated through the City Engineer.
4. As the parties transition services from the County to the City, they shall cooperate in good faith to resolve any necessary details regarding the future provision of those services, including any required amendments to this agreement.

## **II. PERIOD OF AGREEMENT**

1. This agreement shall become effective upon the later of (a) its approval and execution by each party, together with the filing of an executed copy of this agreement with the keeper of records of each party, and (b) the date the City's incorporation takes effect. Unless sooner terminated as provided for herein, this agreement shall run until June 30, 2027.

## **III. PAYMENT**

1. Subject to the provisions of this section, the City agrees to pay the County \$95.00 per hour for services provided under this Agreement, and County employees shall track the time spent providing services to the City, rounded up or down to the nearest hour each pay period. If the County is required to utilize equipment or resources from other County departments, including equipment used during flooding emergencies to clear rivers, the County may invoice the City for the cost of such additional equipment and services in addition to the hourly rate stated above, and the County shall charge its standard fees for any such additional services.
2. The County shall bill the City on a monthly basis by providing an invoice for services rendered. Each invoice shall include reasonable detail describing the services provided. Payment shall be due 30 days after the date of the invoice. If payment is not received by

the County Clerk/Auditor on or before the due date, interest shall accrue at the rate of one percent (1%) per calendar month, starting the day after full payment is due.

#### **IV. EQUIPMENT AND LABOR**

1. The County shall furnish all necessary labor, supervision, and equipment reasonably necessary to provide the services specified herein.

#### **V. COMPLAINT PROCEDURE**

1. City officials and residents may contact the County's Engineering Division with routine questions, concerns, and requests, just as they have when they were in the unincorporated area of the County. If concerns cannot be resolved, then the County Engineer or designee shall refer the concerns to the City's representative, and they shall work together to try to resolve the issue. The County will refer all unreasonable or unprofessional communications to the City's representative, who will try to resolve the issue. If the City is unwilling or unable to resolve issues, or if the City or its officials engage in unreasonable or unprofessional communications or actions related to the County's provision of services under this agreement, then the County may, at its discretion, immediately terminate this agreement and the services provided hereunder, with no further obligation to provide or pay for the services and with no liability for early termination.

#### **VI. TRANSFER OF PUBLIC INFRASTRUCTURE**

1. The parties acknowledge and agree that, upon incorporation of a city, much of the public infrastructure located within the new city's boundaries automatically becomes the property of the new city by operation of law, and the new city assumes responsibility for such infrastructure, and the parties further agree as follows:
  - a. For the following items of public infrastructure, the County conveys to the City any title it has, effective as soon as the City incorporates, and the City accepts full ownership and responsibility for the infrastructure, in its "as is" condition:
    - i. County roads and any County infrastructure within the right-of-way;
    - ii. Storm drain systems and all associated water conveyance infrastructure;
    - iii. All trails and rights-of-way associated with them, including trails along UDOT rights-of-way; and
    - iv. Sanitary sewer systems:
  1. The County and the City acknowledge that the transfer of this infrastructure will take time. The parties anticipate a transfer period of six (6) months during which the County will continue to provide operation and maintenance services for sanitary sewer systems. The County shall provide the City with information reasonably necessary regarding the systems, including the location and operation of the infrastructure. At the end of the six-month

period, the City will assume ownership of the infrastructure, or identify a special district(s) where the infrastructure will be conveyed.

- b. The foregoing list is not exclusive or exhaustive. All other public infrastructure transfers to a newly incorporated city by operation of law is hereby acknowledged by the parties to be the property of the City, effective upon the City's incorporation. The parties anticipate that this Agreement may be amended from time to time to account for the identification of additional infrastructure.

## **VII. AUTHORITY AND EMPLOYMENT STATUS**

1. For the purpose of performing all the services pursuant to this agreement, County employees shall be considered County employees and not employees of the City.

## **VIII. INDEMNIFICATION AND LIABILITY**

1. Each party retains all protections provided by the Governmental Immunity Act of Utah, and none of the provisions of that act is waived by either party.

## **IX. MISCELLANEOUS**

1. Amendments. This agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all parties in the manner provided by law.
2. Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
3. Filing of Agreement. An executed counterpart of this agreement shall be promptly filed with the keeper of the records of each of the parties.
4. Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
5. No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
6. Additional Interlocal Cooperation Act Provisions
  - a. This agreement establishes a cooperative undertaking, but not a joint venture, between the parties. Neither party shall serve as the legal representative or agent of the other party for any purpose. Neither party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party. Neither party

shall have any obligation with respect to the other party's debts or other liabilities, except as specifically provided in this agreement.

- b. This agreement does not create an interlocal entity, and the parties do not intend to acquire any joint property as a result of entering into this agreement.
  - c. Each party will be responsible for maintaining its own financial budget for its participation in this agreement. There will be no joint budget.
  - d. Each party to this agreement shall determine whether a resolution of approval by the legislative body of the party is necessary under Utah Code Section 11-13-202.5. If not, this agreement may be approved and executed as an executive function and the adoption of a resolution of approval is not required. Otherwise, the party shall approve this agreement through the adoption of a resolution.
  - e. In accordance with the provisions of Utah Code Section 11-13-202.5(3), this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
  - f. To comply with the Interlocal Cooperation Act (sections 11-13-206 and 11-13-207), the City appoints its Mayor as its administrator for all matters relating to the City's participation in this agreement. The County appoints its Community Development Director as its administrator for all matters relating to the County's participation in this agreement. A party may change the designation of its administrator by providing written notice to the other party. To the extent that any joint administration of this agreement becomes necessary, the parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each party shall have an equal vote in any decision. However, unless otherwise specified in this agreement, each party shall have full authority to act on its own, without coordination with the other party, in fulfilling its own independent obligations under this agreement.
  - g. Promptly after execution of this agreement by the parties, each party shall publish notice regarding this agreement pursuant to section 11-13-219 of the Interlocal Cooperation Act.
7. Severability. If any provision of this agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect, unless the invalidation of the provision materially alters this agreement. If the invalidation of the provision materially alters the agreement, the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.
8. Assignment. Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other party.

9. Termination.

- a. This agreement may be terminated by either party, with or without cause, by giving 60 days' advance written notice to the other party.
- b. If the City terminates the agreement early, it shall pay all of the County's expenses incurred up through the effective date of the termination, plus any additional expenses incurred as a result of the early termination.

10. No Exclusivity. It is anticipated that the City will, over time, transition to providing services on its own and through other providers it elects to procure. Nothing in this agreement shall limit the City's ability to enter into future service contracts with third parties to provide the same services described herein. The City shall provide the County with reasonable notice of any such agreement that significantly changes the level of service the County will provide. Any modification to the services provided and/or the compensation payable shall be made only by a signed written amendment, as provided above.

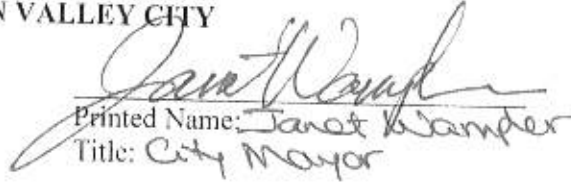
*[signatures on following page]*



IN WITNESS WHEREOF, the parties have executed this agreement.

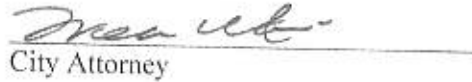
OGDEN VALLEY CITY

BY:

  
Printed Name: Janet Klamper  
Title: City Mayor

DATED: 12/16/25

Approved:

  
City Attorney


WEBER COUNTY

BY:

  
Sharon Bolos  
County Commission Chair

DATED: 12/16/25

Attest:

  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

DATED: 12/16/25

Approved:

  
Deputy County Attorney

**AGREEMENT BETWEEN OGDEN VALLEY CITY AND  
WEBER COUNTY FOR LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into pursuant to § 11-13-101, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and Ogden Valley City, a municipal corporation of the State of Utah, hereinafter referred to as "City".

**WITNESSETH**

**WHEREAS**, City wants a safe and secure environment for its citizens, businesses and all others within the city boundaries; and

**WHEREAS**, City desires to make the most cost effective use of tax dollars to provide law enforcement services; and

**WHEREAS**, City feels that the Weber County Sheriff will provide excellent, cost effective law enforcement services within the City boundaries; and

**WHEREAS**, the Weber County Sheriff's Office is able and willing to provide the law enforcement services needed by City; and

**WHEREAS**, City and County have determined that it is mutually advantageous to enter into this Agreement for the Weber County Sheriff's Office to provide law enforcement services in the City; and

**WHEREAS**, it is agreed that the services provided will be paid for by City as hereinafter set forth and the respective entities have determined and agree that the amount set forth herein is reasonable, fair and adequate compensation for providing the described law enforcement services;

**NOW THEREFORE**, pursuant to the Utah Interlocal Cooperation Act the parties hereby agree as follows:

**SECTION ONE  
AGREEMENT**

- 1.01** The County, through the Weber County Sheriff's Office agrees to furnish law enforcement services and to enforce State laws and City ordinances within the corporate limits of City, to the extent and in the manner hereinafter set forth.
- 1.02** This Agreement terminates and supersedes any existing law enforcement service agreement, whether oral or written, between the parties.

- 1.03** The concepts set forth in the above recitals are recognized and incorporated as an integral part of this agreement.

## **SECTION TWO SERVICES**

- 2.01** The Weber County Sheriff's Office will furnish all necessary equipment and personnel for the investigation and enforcement of State laws and City ordinances, and will conduct traffic enforcement, felony and misdemeanor investigations, follow-up investigations, as well as any other services in the field of public safety that are within the legal power and ability of the Sheriff to provide.
- 2.02** The personnel and equipment furnished by the Sheriff will provide an active field force on duty on behalf of the City, providing direct services 24 hours per day, 365 days per year.
- 2.03** The County will designate a deputy and/or an appropriate supervisor as the liaison to the City for the purpose of coordinating the activities of the Sheriff's Office, attending staff and City Council meetings as reasonably requested, and to oversee the delivery of police services under this agreement.
- 2.04** The City may request additional services or personnel not otherwise provided for in this Scope of Services Section. Sheriff will review the need /request with City to determine whether such additional service is feasible and will determine the cost of providing the service to City. If both City and Sheriff agree on the service and the cost, the parties shall execute a written amendment to this agreement containing the additional services and costs agreed upon.
- 2.05** The Sheriff's Office will provide and participate in crime prevention programs, including programs to prevent crime in both residential and business areas.
- 2.06** As the parties transition services from the County to the City, they shall cooperate in good faith to resolve any necessary details regarding the future provision of those services, including any required amendments to this agreement.

## **SECTION THREE SPECIAL EVENTS**

- 3.01** The Sheriff will respond, upon request, to special law enforcement situations that may arise from time to time within the City for traffic enforcement of special events, celebrations or parades, protection from vandalism and such other special law enforcement help that is normally provided to the residents of the unincorporated areas of the County.

## **SECTION FOUR**

## **EQUIPMENT AND OTHER FACILITIES**

- 4.01** The County will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms and other items of equipment reasonably necessary to provide the services described herein.
- 4.02** All equipment, vehicles, facilities, communications systems, uniforms, firearms, and other tangible or intangible property furnished or used by the County or the Sheriff's Office in performing this Agreement shall remain the sole property of the County unless the parties expressly agree otherwise in a written amendment to this Agreement. If the parties hereafter jointly acquire any property for use in the joint or cooperative undertaking described in this Agreement, the written instrument authorizing the acquisition shall specify each party's ownership interest and shall address the manner in which such jointly acquired property will be managed, used, and disposed of when it is no longer needed for the purposes of this Agreement.

## **SECTION FIVE AUTHORITY AND EMPLOYMENT STATUS**

- 5.01** For purposes of liability, County officers or employees shall not be deemed to be City officers or employees except as more fully specified in this Agreement. All law enforcement officers employed by the County to perform duties under the terms of this Agreement shall be County employees, and shall have no right to any City pension, civil service, or any other City benefit for services provided hereunder. The County will have full supervision authority over all persons employed to carry out the requirements of this agreement.

## **SECTION SIX GOVERNMENTAL IMMUNITY**

- 6.01** The parties are governmental entities as defined in the Utah Governmental Immunity Act, Utah Code Ann. Title 63G, Chapter 7 (the "Act"). The parties do not intend to, and this Agreement shall not be construed to, waive, limit, or otherwise modify any rights, immunities, defenses, damage caps, or other protections provided by the Act or by any other applicable law. Any duty to defend, indemnify, or hold harmless provided for in this Agreement is limited to the extent permitted by the Act and other applicable law.

## **SECTION SEVEN NO PARTNERSHIP OR JOINT VENTURE**

- 7.01** No Partnership or Joint Venture. Nothing in this Agreement shall be construed to create a partnership, joint venture, or joint employer relationship between the parties. Each party is and shall remain a separate and independent governmental entity, and no officer, agent, or employee of one party shall be considered an officer, agent, or employee of the other party for any purpose.

- 7.02 No Exclusivity. It is anticipated that the City will, over time, transition to providing services on its own and through other providers it elects to procure. Nothing in this agreement shall limit the City's ability to enter into future service contracts with third parties to provide the same services described herein. The City shall provide the County with reasonable notice of any such agreement that significantly changes the level of service the County will provide. Any modification to the services provided and/or the compensation payable shall be made only by a signed written amendment, as provided above.

## **SECTION EIGHT RESPONSIBILITY FOR SALARY AND BENEFITS**

- 8.01 The City shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any County personnel performing services hereunder for the City and will not assume any other employment related liability except as provided for in this Agreement.
- 8.02 The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the County hereby agrees to hold the City harmless against any such claim.

## **SECTION NINE PERIOD OF AGREEMENT**

- 9.01 Unless sooner terminated as provided for herein, this Agreement shall become effective as soon as Ogden Valley City's incorporation becomes effective and shall run through June 30, 2026. The Sheriff shall be the administrator of this Agreement.
- 9.02 In the event the City desires to extend this Agreement for a succeeding period, the City Council, by March 31<sup>st</sup> of the year of the expiration date of this Agreement, shall notify the Board of County Commissioners that it wishes to renew the agreement, whereupon the Board of County Commissioners, not later than April 15<sup>th</sup>, shall notify the City Council in writing of its determination concerning the renewal for an additional period together with any readjusted rates for the new extended agreement and a new agreement shall be executed. If these notifications are not made, this agreement shall terminate at the end of the agreement period, unless the parties agree to extend the deadlines.
- 9.03 Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 180 days prior written notice to the other party.

## **SECTION TEN COST OR PAYMENT**



- 10.01** The City agrees to pay to the County the amount set forth in Attachment A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this agreement. The amount listed on Attachment A includes, but is not limited to: salary, benefits, uniform costs, training, overtime, supervision, supplies, communications equipment, fleet/motor pool expenses, system services, insurance, crime scene investigations, equipment, and associated administrative/support staff costs. The contract cities pay the costs of the enforcement positions that are not covered by the general fund. The amount that each city pays is determined using a population and calls for service formula (See Attachment A). Costs are determined annually. The costs for the next fiscal year (July – June) will be calculated and sent to the contract Cities no later than January 15<sup>th</sup> prior to the new fiscal year. An annual adjustment will be deducted from the amount billed to the City for any State Beer Tax Funds collected by the County on behalf of the City.
- 10.02** The City shall remit one quarter (1/4) of the contract amount to the Weber County Sheriff's Office, 1400 S. Depot Drive, Ogden, UT 84404, within 20 days after the close of each calendar quarter. If such payment is not remitted to the County Sheriff when due, County is entitled to recover interest thereon as well as the contract amount. Interest shall be at the rate of twelve percent (12%) per annum.
- 10.03** The rates set forth in Attachment A may be renegotiated, at the request of either party prior to July 1st of each year of this Agreement, to reflect the current cost of the provided services in accordance with the policies and procedures for the determination of such rate as adopted by the Board of County Commissioners and agreed to by City.
- 10.04** The compensation paid by the City to the County pursuant to this Agreement shall be used only for the services provided pursuant to this Agreement, and County shall not have the authority or right to use such funds for other purposes. Further, the County agrees not to offset the Sheriff's present or future budget because of the compensation paid pursuant to this Agreement.

#### **SECTION ELEVEN REPORTS AND RECORDS**

- 11.01** Records will be maintained of all law enforcement activity and services in the city and the records will be accessible to the City at all reasonable times. The Sheriff's Office will prepare an annual report of law enforcement efforts in the City and will review the report with the City Council each year at one of the Council's regular meetings.
- 11.02** The Sheriff's Office will coordinate with the City to provide an activity report that details the activities of the Sheriff's Office in the City. The report shall contain, at a minimum, the number of calls answered and the number of traffic stops made. Additional details may be provided, as requested by the City, as long as that information is reasonably obtainable and does not violate law or Sheriff's Office policy. The report will be

generated and provided monthly. However, that frequency may be modified if agreed to by the City and the Sheriff's Office.

**SECTION TWELVE  
PROBLEM RESOLUTION**

**12.01** The City's Mayor, City Council or other designated representatives, shall have the right upon request to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's Office performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.


**IN WITNESS WHEREOF**, the parties have approved and signed this agreement on the day and year appearing below their respective signatures.

**CITY**

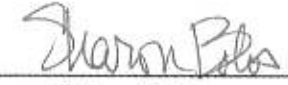
By   
Mayor

Date 12/16/25

Approved as to form and for compliance

  
City Attorney

**BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY**

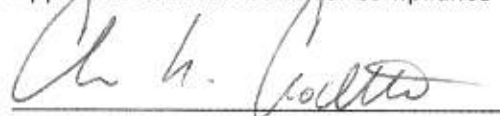
By   
Sharon Bolos, Chair

Date 12/16/25

**ATTEST:**

  
Weber County Clerk/Auditor

Approved as to form and for compliance

  
Weber County Attorney's Office

## 2025-2026 Contract Cities Allocation Calculation

Total Cost	\$ 14,612,693	
General Fund	41%	32 from general fund/78 total
Contract City Cost Burden	\$ 8,617,742	
# Deputies	78	
Avg. Adjusted FTE Cost	\$ 187,342	

From Utah  
Sales Tax  
Distribution  
11-2024

July 2023  
thru Dec  
2024

	Population %	Calls/Svc %	Population	Calls/Svc
Farr West	10.17%	8.21%	8,021	4,327
Hooper	11.88%	6.52%	9,369	3,439
Huntsville	0.75%	2.23%	595	1,174
MSL	2.82%	9.58%	2,223	5,054
Plain City	10.82%	6.61%	8,531	3,484
Uintah	1.78%	2.65%	1,402	1,396
Washington Terrace	11.50%	15.59%	9,070	8,221
West Haven	30.46%	25.51%	24,014	13,454
Upper Valley	9.78%	8.48%	7,712	4,474
Unincorporated	10.03%	14.62%	7,912	7,710
	100.00%	100.00%	78,849	52,733

	2025/26 Cost	% of Total	2024/25 Cost	% Change	\$ Change
Farr West	\$ 774,936	8.99%	\$ 662,702	16.94%	\$ 112,235
Hooper	\$ 746,796	8.67%	\$ 661,651	12.87%	\$ 85,146
Huntsville	\$ 141,127	1.64%	\$ 119,228	18.37%	\$ 21,898
MSL	\$ 592,746	6.88%	\$ 449,186	31.96%	\$ 143,560
Plain City	\$ 714,573	8.29%	\$ 622,738	14.75%	\$ 91,835

2025/26 Formula			
Population		Calls/Svc	
40%		60%	
\$	350,660	\$	424,277
\$	409,591	\$	337,205
\$	26,012	\$	115,115
\$	97,184	\$	495,561
\$	372,956	\$	341,618
\$	61,292	\$	136,882
\$	396,520	\$	806,096
\$	1,049,837	\$	1,319,209
\$	337,151	\$	438,691
\$	345,894	\$	755,991
\$	3,447,097	\$	5,170,645

2025/26 Cost/Resident	2025/26 Cost per Call
\$ 96.61	\$ 179.09
\$ 79.71	\$ 217.16
\$ 237.19	\$ 120.21
\$ 266.64	\$ 117.28
\$ 83.76	\$ 205.10

Uintah	\$	198,175	2.30%	\$	199,754	-0.79%	\$	(1,579)
Washington Terrace	\$	1,202,616	13.96%	\$	1,113,249	8.03%	\$	89,367
West Haven	\$	2,369,046	27.49%	\$	1,983,795	19.42%	\$	385,251
Upper Valley	\$	387,921	4.50%	New - Half Year only				
Unincorporated	\$	1,489,806	17.29%	\$	1,644,973	-9.43%	\$	(155,167)
	\$	8,617,742	100.00%	\$	7,457,275	15.56%	\$	1,160,467.21

\$	141.35	\$	141.96
\$	132.59	\$	146.29
\$	98.65	\$	176.08
\$	50.30	\$	86.71
\$	188.30	\$	193.23

**AN INTERLOCAL AGREEMENT BETWEEN  
OGDEN VALLEY CITY AND WEBER COUNTY  
FOR ROADS DIVISION SERVICES**

This agreement is made and entered into pursuant to Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County," and Ogden Valley City, a municipal corporation of the State of Utah, hereinafter referred to as "City."

**WHEREAS**, the City desires to make the most cost effective use of tax dollars for road maintenance and storm drain services; and

**WHEREAS**, the City has limited resources available to perform these tasks; and

**WHEREAS**, the City has entered into negotiations with the County to obtain the County's assistance with road maintenance and storm drain services; and

**WHEREAS**, the City and the County have determined that it is mutually advantageous to each party to enter into this agreement; and

**WHEREAS**, the City agrees to compensate the County as described below, and the City and the County have agreed that the listed amounts are reasonable, fair, and adequate compensation for providing such services;

**NOW THEREFORE**, in consideration of the promises stated below, and pursuant to the provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

**I. SERVICES TO BE PROVIDED**

1. The County agrees to furnish to the City all services provided by the County's Roads Division, subject to the following provisions:
  - a. The County shall provide the services at a level that is reasonably equivalent to the level of service that is provided for unincorporated areas of the County, subject to the following:
    - i. the County may make adjustments to the level of service based on objectively different conditions, such as weather; and
    - ii. if the County has provided a particular service to this area at a higher or lower level than other unincorporated areas of the County during the five years preceding this agreement, then the County shall continue to provide roughly the same level of that service that has been provided during the previous five years.

2. The County retains the same discretion regarding Roads Division services in the City as it has regarding such services in the unincorporated areas of the County. Just as the County may choose, at times, not to perform certain services in the unincorporated areas of the County, or to perform other higher priority services first, the County may make those same decisions for Roads Division services in the City.
3. As the parties transition services from the County to the City, they shall cooperate in good faith to resolve any necessary details regarding the future provision of those services, including any required amendments to this agreement.

## **II. PERIOD OF AGREEMENT**

1. This agreement shall become effective upon the later of (a) its approval and execution by each party, together with the filing of an executed copy of this agreement with the keeper of records of each party, and (b) the date the City's incorporation takes effect. Unless sooner terminated as provided for herein, this agreement shall run until December 31, 2027.

## **III. PAYMENT**

1. Subject to the provisions of this section, the City agrees to pay the County \$2,097,500.00 for 2026 for the services provided under this agreement. For 2027, the City shall pay \$2,160,425.00. If the City's anticipated revenues decrease, the City shall not be entitled to a refund or reduction of the amount.
  - a. If the County's expenses for providing the services are going to exceed the contract amount in a calendar year, then the County shall promptly notify the City, and the parties shall jointly determine whether the County shall continue to provide the services that year. If the parties agree that the County shall continue to provide the services, then the City shall reimburse the County for all additional expenses incurred.
  - b. An amount equal to \$90,000.00 per year is included in the payment amount above, to serve as an administrative contingency fee to cover the County's additional costs above and beyond the cost of the Roads Division services.
  - c. The cost of services shall be billed and collected on a quarterly basis. The County shall invoice the City at the end of each calendar quarter. Payment shall be due within thirty (30) days of the invoice date. If payment is not received by the County Clerk/Auditor on or before the due date, interest shall accrue at the rate of one percent (1%) per calendar month, beginning on the day after payment becomes due.

## **IV. EQUIPMENT AND LABOR**

2. The County shall furnish all labor, supervision, and equipment reasonably necessary to provide the services specified herein. With each quarterly invoice, the County shall submit to the City reasonable documentation, which may include the number of miles driven, hours worked, and supplies used in providing services within the City's boundaries.

#### **V. COMPLAINT PROCEDURE**

1. City officials and residents may contact the County's Roads Division with routine questions, concerns, and requests regarding road maintenance, just as they have when they were in the unincorporated area of the County. If concerns cannot be resolved, then the Roads Director shall refer the concerns to the City's representative, and they shall work together to try to resolve the issue. The County will refer all unreasonable or unprofessional communications to the City's representative, who will try to resolve the issue. If the City is unwilling or unable to resolve issues, or if the City or its officials engage in unreasonable or unprofessional communications or actions related to the County's provision of services under this agreement, then the County may, at its discretion, immediately terminate this agreement and the services provided hereunder, with no further obligation to provide or pay for the services and with no liability for early termination.

#### **VI. AUTHORITY AND EMPLOYMENT STATUS**

1. For the purpose of performing all the services pursuant to this agreement, County employees shall be considered County employees and not employees of the City.

#### **VII. INDEMNIFICATION AND LIABILITY**

1. Each party retains all protections provided by the Governmental Immunity Act of Utah, and none of the provisions of that act is waived by either party.

#### **VIII. MISCELLANEOUS**

1. Amendments. This agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all parties in the manner provided by law.
2. Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
3. Filing of Agreement. An executed counterpart of this agreement shall be promptly filed with the keeper of the records of each of the parties.
4. Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.



5. No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
6. Additional Interlocal Cooperation Act Provisions
  - a. This agreement establishes a cooperative undertaking, but not a joint venture, between the parties. Neither party shall serve as the legal representative or agent of the other party for any purpose. Neither party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party. Neither party shall have any obligation with respect to the other party's debts or other liabilities, except as specifically provided in this agreement.
  - b. This agreement does not create an interlocal entity, and the parties do not intend to acquire any joint property as a result of entering into this agreement.
  - c. Each party will be responsible for maintaining its own financial budget for its participation in this agreement. There will be no joint budget.
  - d. Each party to this agreement shall determine whether a resolution of approval by the legislative body of the party is necessary under Utah Code Section 11-13-202.5. If not, this agreement may be approved and executed as an executive function and the adoption of a resolution of approval is not required. Otherwise, the party shall approve this agreement through the adoption of a resolution.
  - e. In accordance with the provisions of Utah Code Section 11-13-202.5(3), this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
  - f. To comply with the Interlocal Cooperation Act (sections 11-13-206 and 11-13-207), the City appoints its Mayor as its administrator for all matters relating to the City's participation in this agreement. The County appoints its Community Development Director as its administrator for all matters relating to the County's participation in this agreement. A party may change the designation of its administrator by providing written notice to the other party. To the extent that any joint administration of this agreement becomes necessary, the parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each party shall have an equal vote in any decision. However, unless otherwise specified in this agreement, each party shall have full authority to act on its own, without coordination with the other party, in fulfilling its own independent obligations under this agreement.


- g. Promptly after execution of this agreement by the parties, each party shall publish notice regarding this agreement pursuant to section 11-13-219 of the Interlocal Cooperation Act.
- 7. Severability. If any provision of this agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect, unless the invalidation of the provision materially alters this agreement. If the invalidation of the provision materially alters the agreement, the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.
- 8. Assignment. Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other party.
- 9. Termination.
  - a. This agreement may be terminated by either party, with or without cause, by giving 4 months' advance written notice to the other party, except as otherwise specified in this agreement.
  - b. If the City terminates the agreement early, it shall pay all of the County's expenses incurred up through the effective date of the termination, plus any additional expenses incurred as a result of the early termination. This includes all budgeted expenses for personnel for the remainder of the calendar year.
  - c. If the County terminates the agreement early for cause, including due to the circumstances outlined in the "Complaint Procedure" section above, then the City shall pay all of the County's expenses incurred up through the effective date of the termination, plus any additional expenses incurred as a result of the early termination. This includes all budgeted expenses for personnel for the remainder of the calendar year.
- 10. No Exclusivity. It is anticipated that the City will, over time, transition to providing services on its own and through other providers it elects to procure. Nothing in this agreement shall limit the City's ability to enter into future service contracts with third parties to provide the same services described herein. The City shall provide the County with reasonable notice of any such agreement that significantly changes the level of service the County will provide. Any modification to the services provided and/or the compensation payable shall be made only by a signed written amendment, as provided above.

*[signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this agreement.

**OGDEN VALLEY CITY**

BY:

  
Printed Name: Janet Wampler  
Title: City Mayor

DATED: 12/16/25

Approved:

  
City Attorney


**WEBER COUNTY**

BY:

  
Sharon Bolos  
County Commission Chair


DATED: 12/16/25

Attest:

  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

DATED: 12/16/25

Approved:

  
Deputy County Attorney

**AN INTERLOCAL AGREEMENT BETWEEN  
OGDEN VALLEY CITY AND WEBER COUNTY  
FOR SPECIAL EVENTS PERMITTING SERVICES**

This agreement is made and entered into pursuant to Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County," and Ogden Valley City, a municipal corporation of the State of Utah, hereinafter referred to as "City."

**WHEREAS**, the City desires to make the most cost effective use of tax dollars for special events permitting services; and

**WHEREAS**, the City has limited resources available to perform these tasks; and

**WHEREAS**, the City has entered into negotiations with the County to obtain the County's assistance with special events permitting services; and

**WHEREAS**, the City and the County have determined that it is mutually advantageous to each party to enter into this agreement; and

**WHEREAS**, the City agrees to compensate the County as described below, and the City and the County have agreed that the listed amounts are reasonable, fair, and adequate compensation for providing such services;

**NOW THEREFORE**, in consideration of the promises stated below, and pursuant to the provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

**I. SERVICES TO BE PROVIDED**

1. The County agrees to furnish for the City all special events permitting services provided by the County's Community Development Department, in the same manner as is provided for events in the unincorporated areas of the County.
2. As the parties transition services from the County to the City, they shall cooperate in good faith to resolve any necessary details regarding the future provision of those services, including any required amendments to this agreement.

**II. PERIOD OF AGREEMENT**

1. This agreement shall become effective upon the later of (a) its approval and execution by each party, together with the filing of an executed copy of this agreement with the keeper of records of each party, and (b) the date the City's incorporation takes effect. Unless sooner terminated as provided for herein, this agreement shall run until June 30, 2027.

**III. PAYMENT**

---

1. Subject to the provisions of this section, the City agrees to pay the County \$100.00 per hour for the services provided under this agreement. County employees will track the time they spend on these services for the City, rounding to the nearest hour each pay period.
2. The County will bill the City monthly by providing an invoice for the services provided. Payment shall be due 30 days after the date of the invoice. If payment is not received by the County Clerk/Auditor on or before the due date, interest shall accrue at the rate of one percent (1%) per calendar month, starting the day after full payment is due.

#### **IV. EQUIPMENT AND LABOR**

1. The County shall furnish all necessary labor, supervision, and equipment reasonably necessary to provide the services specified herein.

#### **V. AUTHORITY AND EMPLOYMENT STATUS**

1. For the purpose of performing all the services pursuant to this agreement, County employees shall be considered County employees and not employees of the City.

#### **VI. INDEMNIFICATION AND LIABILITY**

1. Each party retains all protections provided by the Governmental Immunity Act of Utah, and none of the provisions of that act is waived by either party.

#### **VII. MISCELLANEOUS**

1. Amendments. This agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all parties in the manner provided by law.
2. Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
3. Filing of Agreement. An executed counterpart of this agreement shall be promptly filed with the keeper of the records of each of the parties.
4. Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
5. No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
6. Additional Interlocal Cooperation Act Provisions

- a. This agreement establishes a cooperative undertaking, but not a joint venture, between the parties. Neither party shall serve as the legal representative or agent of the other party for any purpose. Neither party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party. Neither party shall have any obligation with respect to the other party's debts or other liabilities, except as specifically provided in this agreement.
  - b. This agreement does not create an interlocal entity, and the parties do not intend to acquire any joint property as a result of entering into this agreement.
  - c. Each party will be responsible for maintaining its own financial budget for its participation in this agreement. There will be no joint budget.
  - d. Each party to this agreement shall determine whether a resolution of approval by the legislative body of the party is necessary under Utah Code Section 11-13-202.5. If not, this agreement may be approved and executed as an executive function and the adoption of a resolution of approval is not required. Otherwise, the party shall approve this agreement through the adoption of a resolution.
  - e. In accordance with the provisions of Utah Code Section 11-13-202.5(3), this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
  - f. To comply with the Interlocal Cooperation Act (sections 11-13-206 and 11-13-207), the City appoints its Mayor as its administrator for all matters relating to the City's participation in this agreement. The County appoints its Community Development Director as its administrator for all matters relating to the County's participation in this agreement. A party may change the designation of its administrator by providing written notice to the other party. To the extent that any joint administration of this agreement becomes necessary, the parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each party shall have an equal vote in any decision. However, unless otherwise specified in this agreement, each party shall have full authority to act on its own, without coordination with the other party, in fulfilling its own independent obligations under this agreement.
  - g. Promptly after execution of this agreement by the parties, each party shall publish notice regarding this agreement pursuant to section 11-13-219 of the Interlocal Cooperation Act.
7. Severability. If any provision of this agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect, unless the invalidation of the provision materially alters this agreement. If the invalidation of the provision materially alters the agreement, the parties shall negotiate in

good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

8. Assignment. Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other party.
9. Termination.
  - a. This agreement may be terminated by either party, with or without cause, by giving 60 days' advance written notice to the other party.
  - b. If the City terminates the agreement early, it shall pay all of the County's expenses incurred up through the effective date of the termination, plus any additional expenses incurred as a result of the early termination.
10. No Exclusivity. It is anticipated that the City will, over time, transition to providing services on its own and through other providers it elects to procure. Nothing in this agreement shall limit the City's ability to enter into future service contracts with third parties to provide the same services described herein. The City shall provide the County with reasonable notice of any such agreement that significantly changes the level of service the County will provide. Any modification to the services provided and/or the compensation payable shall be made only by a signed written amendment, as provided above.

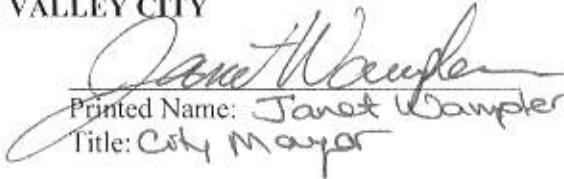
*[signatures on following page]*



IN WITNESS WHEREOF, the parties have executed this agreement.

**OGDEN VALLEY CITY**

BY:

  
Printed Name: Janet Wampler  
Title: City Mayor

DATED: 12/16/25

Approved:

  
City Attorney

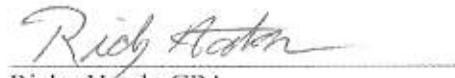
**WEBER COUNTY**

BY:

  
Sharon Bolos  
County Commission Chair

DATED: 12/16/25

Attest:

  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

DATED: 12/16/25

Approved:

  
Deputy County Attorney

# EXHIBIT B

# CONTRACTS

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 22nd day of December 2025, between Ogden Valley City ("City") and Civic Solutions ("Contractor" or "Consultant").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, City hereby engages Contractor as an independent contractor to perform the services set forth herein, and Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in Exhibit A, which may be amended in writing signed by both parties, from time to time, or supplemented with subsequent estimates for services to be rendered by Contractor and agreed to by City, and which collectively are hereby incorporated by reference. The proposal and fee schedule is attached as Exhibit B. and hereby incorporated by reference.
3. Expenses. During the term of this Agreement, Contractor shall bill and City shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.
4. Written Reports. City may request that project plans, progress reports and a final results report be provided by Consultant on a monthly basis. A final results report shall be due at the conclusion of the project and shall be submitted to City in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by City.
5. Inventions, Plans, Documents. Any and all inventions, discoveries, developments and innovations conceived by Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of City; and Contractor hereby assigns all right, title, and interest in the same to City. Any and all inventions, discoveries, developments and innovations conceived by Contractor prior to the term of this Agreement and utilized in rendering duties to City are hereby licensed to City for use in its operations and for an infinite duration. All maps, plans, or other materials created by Contractor in execution of their services shall be City's property and shall be maintained and preserved in accordance with state law.
6. Confidentiality. Contractor acknowledges that during the engagement they will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by City and/or used by City in connection with the operation of its business including, without limitation, City's business and product processes, methods, customer lists, accounts and procedures. Contractor agrees that they will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with City. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of City, whether prepared by Contractor or otherwise coming into their possession, shall remain the exclusive property of City. Contractor shall not retain any copies of the foregoing without City's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever

requested by City, Contractor shall immediately deliver to City all such files, records, documents, specifications, information, and other items in their possession or under their control. Contractor further agrees that they will not disclose their retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of City and shall at all times preserve the confidential nature of their relationship to City and of the services hereunder.

7. Conflicts of Interest; Non-Hire Provision. Contractor represents that they are free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between Contractor and any third party. Further, Contractor, in rendering their duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which they do not have a proprietary interest. During the term of this agreement, Contractor shall devote as much of their productive time, energy and abilities to the performance of their duties hereunder as is necessary to perform the required duties in a timely and productive manner. Contractor is expressly free to perform services for other parties while performing services for City. For a period of six months following any termination, Contractor shall not, directly or indirectly hire, solicit, or encourage to leave City's employment, any employee, consultant, or contractor of City or hire any such employee, consultant, or contractor who has left City's employment or contractual engagement within one year of such employment or engagement.
8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by Contractor under this Agreement and the rights and privileges granted to City under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement will cause City irreparable injury and damage. Contractor expressly agrees that City shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that City may have for damages or otherwise. The various rights and remedies of City under this Agreement or otherwise shall be construed to be cumulative, and none shall be exclusive of any other or of any right or remedy allowed by law.
9. Merger. This Agreement shall not be terminated by the merger or consolidation of City into or with any other entity.
10. Termination. City may terminate this Agreement at any time by 10 working days' written notice to Contractor. In addition, if Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of Contractor immediately and without prior written notice to Contractor.
11. Independent Contractor. This Agreement shall not render Contractor an employee, partner, agent of, or joint venturer with City for any purpose. Contractor is and will remain an independent contractor in their relationship to City. City shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

12. Insurance. Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that they perform for City.
13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
14. Choice of Law. The laws of the state of Utah shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled resolved in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
18. Assignment. Contractor shall not assign any of their rights under this Agreement or delegate the performance of any of their duties hereunder without the prior written consent of City.
19. Governmental Immunity. It is understood that City is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by that Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this contract are expressly limited to the amounts identified in the Act.
20. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:                      Chad Boshell  
                                                    Civic Solutions  
                                                    2358 East 2400 North  
                                                    Layton, UT. 84040  
                                                    801-864-0917

If to City:                                      Mayor and City Attorney

Ogden Valley City  
PO Box 6  
Eden, UT 84310

- i. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.
21. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
22. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
23. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Ogden Valley City

Civic Solutions

By \_\_\_\_\_

By \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



## EXHIBIT A

### DUTIES, TERM, AND COMPENSATION

#### DUTIES:

Municipal engineering functions, consultation, coordinating engineering and construction work with various firms, and complete on-call engineering services as outlined in the RFP and below. With the creation of the City and the ever-changing landscape of its needs and services, the following scope of work is meant to be fluid and broad to allow for flexibility. As the development of the City's structure and needs progress, the scope of work can adapt and change with it.

1. City engineering services: Perform consultation and coordination for engineering services for, including but not limited to, the following tasks:
  - a. Consult on the formation and implementation of public works services and other governmental administrative needs.
  - b. Assist in budget creation and analysis.
  - c. Create and manage request for proposals for transportation, storm water, garbage, and sewer master capital facility plans and other utility services.
  - d. Create and perform utility rate studies.
  - e. Consult on the creation of impact fee facility plans and impact fee analyses.
  - f. Manage and coordinate the implementation of design and construction of projects.
  - g. Review and manage studies.
  - h. Prepare, negotiate, and secure contracts.
  - i. Assist in grant application and management.
  - j. Represent the City on various boards and committees as needed.
  - k. Collaborate and coordinate with water and sewer districts, utility companies, County and State agencies, Federal agencies, contractors, and the public.
  - l. Assist in creating development standards.
2. Development plan review:
  - a. Review development application plans.
  - b. Review plat submissions and amendments.
  - c. Coordinate plan reviews performed by outside districts and agencies.
  - d. Inspect development construction (if needed).
  - e. Create development bond estimates (needed for collection of fees for review costs and bonds).
3. Excavation permits:
  - a. Assist in creation of the excavation permit process.
  - b. Review excavation permits.
  - c. Determine bond amounts.
  - d. Inspections (if needed).

#### TERM:

This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through December 31, 2028, or earlier upon completion of Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.



#### COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, City shall pay Contractor in accordance with the following rates:

- Engineering Services \$150/hour
- Plan Review \$150/hour
- Development Inspections \$115/hour
- Mileage Reimbursement (IRS rate adjusted yearly) \$0.70/mile

It is anticipated that the services rendered will not exceed 10 hours per week. Additional hours shall be compensated only if the City's designated manager of Contractor's services has approved them in advance in writing.

Contractor's compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. As a benefit to the City, Contractor shall render 20 hours of work, free of charge and on a pro bono basis, before any amounts are due hereunder. In addition, in recognition of the professional relationship between City and Contractor, Contractor agrees to provide general municipal governance and management advice free of charge, unless otherwise agreed, in writing.

## EXHIBIT B

Civic Solution Proposal submitted by Chad Boshell on November 11, 2025



## Ogden Valley – Municipal Engineering Services Proposal

November 11, 2025

Ogden Valley City  
Mayor and Council

**Subject: Response to Ogden Valley City request for proposal for municipal engineering services**

### Scope of Work

As the consultant City Engineer for the Ogden valley I will provide direct support to the Mayor and Council by performing city engineering functions, consultation, coordinating engineering and construction work with various firms, and complete on-call engineering services as outlined in the RFP and below. With the creation of the City and the ever-changing landscape of its needs and services, the following scope of work is meant to be fluid and broad to allow for flexibility. As the development of the City's structure and needs progress, the scope of work can adapt and change with it.

1. City engineering service: Perform consultation and coordination for engineering services for, including but not limited to, the following tasks:
  - a. Consult on the formation and implementation of public works services and other governmental administrative needs.
  - b. Assist in budget creation and analysis.
  - c. Create and manage request for proposals for transportation, storm water, garbage, and sewer master capital facility plans and other utility services.
  - d. Create and perform utility rate studies.
  - e. Consult on the creation of impact fee facility plans and impact fee analyses.
  - f. Manage and coordinate the implementation of design and construction of projects.
  - g. Review and manage studies.
  - h. Prepare, negotiate, and secure contracts.
  - i. Assist in grant application and management.
  - j. Represent the City on various boards and committees as needed.
  - k. Collaborate and coordinate with water and sewer districts, utility companies, County and State agencies, Federal agencies, contractors, and the public.
  - l. Assist in creating development standards.
2. Development plan review:
  - a. Review development application plans.
  - b. Review plat submissions and amendments.
  - c. Coordinate plan reviews performed by outside districts and agencies.
  - d. Inspect development construction (if needed).
  - e. Create development bond estimates (needed for collection of fees for review costs and bonds).



3. Excavation permits:
- a. Assist in creation of the excavation permit process.
  - b. Review excavation permits.
  - c. Determine bond amounts.
  - d. Inspections (if needed).

#### Fee Schedule

Civic Solutions will bill on a time and materials basis, with estimates provided for specific tasks as requested by the City. Work will be performed only when directed to do so by the City. Mileage will be billed at the federal mileage rate. Time will be billed on an hourly basis, according to the rates outlined in the following rate table. The rates provided are Civic Solutions' current rates through the end of 2027. Printing and other direct costs will be included at actual costs, without mark-up.

Civic Solutions Rate Table	
Task	Rate
Engineering Services	\$150/hour
Plan Review	\$150/hour
Development Inspections	\$115/hour
Mileage Reimbursement (IRS rate adjusted yearly)	\$0.70/mile current rate

#### Conclusion

I am excited about the opportunity to work with Ogden Valley as you map out your future and to enhance your City's infrastructure and contribute to its sustainable growth. I believe that the proposed engineering consultation services will provide valuable insights, practical solutions, and long-term benefits for your community.

Please feel free to reach out to me with any questions or for further clarification. I look forward to the possibility of working together with you and the community.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Chad Boshell'.

Civic Solutions  
Chad Boshell, P.E., MPA  
801-864-0917  
[cwbosh@gmail.com](mailto:cwbosh@gmail.com)



## Appendix A - Resume

**Chad Boshell, P.E., MPA**

2358 East 2400 North  
Layton, Utah  
84040

Phone: 801-864-0917  
E-mail: cwboosh@gmail.com  
September 24, 2025

### Academic Preparation:

- Master of Public Administration, Southern Utah University 2010
- Bachelor of Civil Engineering, University of Utah 2007
- Associate of Civil Engineering, Southern Utah University 2006

### Work Experience:

*City Engineer / Assistant City Manager - 6 years*  
*City Engineer - 6 years*

Farmington City  
Farmington, Utah  
11/2013- Present

- Supervise the Public Works Director and Fire Chief
- Created the Engineering Department
- Assist with creating and approving the City budget
- Oversee and create capital facility plans
- Attend City Council meetings and assist them, city staff, and the public
- Create reports, studies, and presentations
- Represent the City on various committees and groups
- Meet with the public to resolve conflicts
- Develop and maintain effective working relationships with elected officials, local governments, County agencies, sewer and irrigation districts, State and Federal agencies, contractors, and the public
- Direct, manage, and supervise the engineering department, personnel, hiring, evaluations, and budget
- Manage the development review and construction for commercial and residential development
- City Floodplain Administrator
- Work with Public Works and Fire Department to plan budgets, projects, and assist with infrastructure
- Manage the City's MS4 permit and SWPPP
- Prepare, negotiate, and procure contracts
- Prepare cost estimates and budgets
- Apply for and manage grants
- Manage city and private personnel on public construction and design projects
- Flood and storm drain development, design, and management
- Water supply and distribution development, design, and management
- Update impact fees and utility rates
- Review commercial and residential development projects for compliance with City engineering standards, general plans, and master plans
- Coordinate commercial and residential projects with developers, development engineers, owners, other city departments and interested



parties to ensure that development projects are designed and built in accordance with standards

- Project Engineer* Cedar City Corporation  
Cedar City, Utah  
01/2008- 11/2013
- Prepare cost estimates and city council write-ups for capital improvement budget items
  - Manage city and private personnel on public projects and make project progress payments
  - Prepare and procure professional services contracts
  - Flood and storm drain development, design, and management
  - Sewer development, design, and management
  - Water distribution development, design, and management
  - Secondary water sedimentation basins and pump station design and management
  - Attend City Council meetings and assist them, city staff, and the public
  - Research alternative utility assessment and payment methods
  - Managed and led nitrate removal study for the waste water treatment plant land application site
  - Review commercial and residential development projects for compliance with City engineering standards, general plans, and master plans
  - Coordinate commercial and residential projects with developers, development engineers, owners, other city departments and interested parties to ensure that development projects are designed and built in accordance with standards
  - Negotiate and resolve conflicts that arise during the review and construction of development projects
  - Numerous design and construction management of public infrastructure projects.
- Engineer's Aide* Salt Lake County  
Salt Lake City, Utah  
01/2007- 01/2008
- Drainage design / channel reconstruction
  - Managed special improvement district indigent relief program
  - Transportation master planning
- Engineer's Aide* Legend Engineering  
Heber City, Utah  
08/2006-01/2007
- Drafted with AutoCAD 2006 & Land Development 2006
  - Prepared submittals
  - Utility & drainage plans
  - Site plans
  - Reviewed drawings for city compliance
- Engineer's Aide* New Horizon Engineering & Surveying  
Cedar City, Utah  
09/2005-05/2006



- Drafted with AutoCAD 2002-2006 & Land Development 2006
- Technical drainage studies
- Performed structural calculations for buildings

*Fire Fighter*

Bureau of Land Management  
Cedar City, Utah  
05/2000-09/2000  
05/2003-08/2006

- Supervised 5-20 firefighters performing wildland suppression
- Wildland fire suppression
- Fuels reduction by use of fire and chainsaws
- Rehabilitation work

**References:**

Brigham Mellor  
Farmington City Manager  
801-792-3704

Josh Belnap  
Kaysville Public Works Director  
801-867-5372

Shana Pace  
Sandy City Manager  
801-201-2034

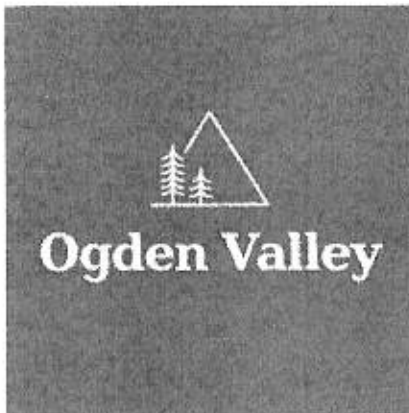
**Accomplishments:**

- Certified Flood Plain Manager
- Registered Professional Civil Engineer
- Two years of service in Rio de Janeiro, Brazil
- Panguitch High School Student Body President



**AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES**

**OGDEN VALLEY CITY**



**AND**

**JONES & ASSOCIATES CONSULTING ENGINEERS**



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**AGREEMENT  
BETWEEN CITY AND ENGINEER  
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS IS AN AGREEMENT by and between Ogden Valley City ("City") and Jones & Associates Consulting Engineers ("Engineer") effective as of the later of the dates of which the parties execute this Agreement ("Effective Date").

Engineer's services under this Agreement are generally identified as follows: any and all services generally associated with the role of assisting the City with Professional Engineering Services ("Engineering Services").

City and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A. It is understood that such services shall be non-exclusive and the City retains the right, at its sole discretion, to use other engineers or engineering services for any reason.

**ARTICLE 2 – CITY'S RESPONSIBILITIES**

**2.01 General**

- A. City shall have the responsibilities set forth herein and in Exhibit B.
- B. City shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. City shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by City to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. City shall give prompt written notice to Engineer whenever City observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) City's performance of its responsibilities under this Agreement.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

**3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

**3.02 Term**

- A. This Agreement is in full force and effect through June 30, 2028 from the Effective Date with automatic one (1) year period renewals, or until Termination, as described in Section 6.06.

3.03 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services shall be adjusted equitably.
- C. If City authorizes changes in the scope, extent, or character of the Engineer's services, then the time for completion of Engineer's services shall be adjusted equitably.
- D. City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

**ARTICLE 4 – INVOICES AND PAYMENTS**

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to City on a monthly basis. Invoices are due and payable within one hundred twenty (120) days of receipt through June 30, 2027 (hereinafter referred to as "*initial grace period*"), after which invoices will be due and payable within thirty (30) days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If City fails to make any payment due Engineer for services and expenses (after the initial grace period) within thirty (30) days after receipt of Engineer's invoice, then:
  - 1. Amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven (7) days written notice to City, suspend services under this Agreement until City has paid in full all amounts due for services, expenses, and other related charges. City waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If City disputes an invoice, either as to amount or entitlement, then City shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by City. City shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

**ARTICLE 5 – OPINIONS OF COST**

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost (i.e. cost estimates, budgetary estimates, etc.) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control

over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If City requires greater assurance as to probable Construction Cost, then City agrees to obtain an independent cost estimate.

5.02 *NOT USED*

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the City in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

**ARTICLE 6 – GENERAL CONSIDERATIONS**

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* City shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in City-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the Engineering Services, subject to reasonable, timely, and substantive objections by City.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and City shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of City that are applicable to Engineer's performance of services under this Agreement and that City provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and City-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to City's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;

- b. the receipt by Engineer after the Effective Date of City-provided written policies and procedures;
  - c. changes after the Effective Date to City-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by who requested that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. City agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" or C-522 "Contract for Construction of a Small Project", prepared by the Engineers Joint Contract Documents Committee, or other industry-standard construction contract document as determined to be in the best interest of the City.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising City, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and City's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and City assumes all responsibility for the application and interpretation of the Construction Contract Documents,



review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. City waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the services are completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to City at least one original version of such Drawings and Specifications, according to applicable Laws and Regulations.
- C. City may make and retain copies of Documents for information and reference in connection with the use of the Documents related to Engineering Services. Engineer grants City a limited license to use the Documents for related uses of the City, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) City acknowledges that such Documents are not intended or represented to be suitable for use unless completed by Engineer, or for use or reuse by City or others on extensions of the individual project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) City shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to City shall not create any rights in third parties.
- D. If Engineer at City's request verifies the suitability of the Documents, completes them, or adapts them for extensions of individual projects or for any other purpose, then City shall compensate Engineer at rates or in an amount to be agreed upon by City and Engineer.

6.04 *Electronic Transmittals*

- A. City and Engineer may transmit, and shall accept, services-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then City and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.



6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause City to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. City shall procure and maintain insurance as set forth in Exhibit G. City shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by City, which are applicable to the Engineering Services.
- C. For each individual construction project, City shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect City's and Engineer's interests in the Project. City shall require Contractor to cause Engineer and Its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. City and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. NOT USED
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least ten (10) days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, City may request that Engineer or its Consultants, at City's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by City, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by City, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

- A. *Suspension:*
  - 1. *By City:* City may suspend the Engineer's services for up to ninety (90) days upon seven (7) days written notice to Engineer.
  - 2. *By Engineer:* Engineer may, after giving seven (7) days written notice to City, suspend services under this Agreement if City has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- b. By Engineer:
  - 1) Upon seven (7) days written notice if City demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
  - 2) Engineer shall have no liability to City on account of such termination.
- 2. For convenience,
  - a. By City, upon thirty (30) days written notice to Engineer;
  - b. By Engineer, upon thirty (30) days written notice to City.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to ninety (90) days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble all materials in orderly files.
- D. *Payments Upon Termination:*
  - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice City and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, City shall have the limited right to the use of Documents, at City's sole risk, subject to the provisions of Paragraph 6.03.
  - 2. In the event of termination by City for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice City and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Engineering Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the State of Utah.

6.08 *Successors, Assigns, and Beneficiaries*

- A. City and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of City and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of City and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Engineer and not for the benefit of any other party.
  3. City agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. *Negotiation:* City and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to invoking the procedures of Paragraph 6.09.B, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Paragraph 6.09.C.
- C. *Mediation:* City and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator or mediation service agreed upon by both parties. City and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.10 *NOT USED*

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify, defend, and hold harmless City, and City's officers, directors, members, partners, agents, consultants, and employees, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:
1. any negligent act, error, or omission of Engineer or its Consultants;
  2. any breach of this Agreement by Engineer;
  3. any violation of applicable laws, codes, or regulations by Engineer; and
  4. any infringement of intellectual property rights in connection with Engineer's services.
- B. *Indemnification by City:* City shall indemnify Engineer only to the extent of City's own negligence or willful misconduct. City shall not be required to indemnify Engineer for environmental conditions unless such conditions are caused or contributed to by City's negligence or willful misconduct.
- C. *Environmental Indemnification:* Engineer shall remain responsible for environmental liabilities arising from its own acts or omissions. City's indemnification obligations shall be limited to environmental claims directly caused by City's negligence or willful misconduct.
- D. *Defense Obligation:* Engineer's indemnification obligations include a duty to defend City against covered claims, subject to applicable law. City's indemnification obligations shall not include a duty to defend unless expressly agreed in writing.

- E. *Percentage Share of Negligence*: Each party shall be responsible for its comparative share of negligence or fault, and neither party shall be liable for the other's negligence.
- F. *Mutual Waiver of Consequential Damages*: City and Engineer waive against each other any claims for special, incidental, or indirect damages. However, this waiver shall not apply to damages incurred by City as a direct result of Engineer's breach of contract, gross negligence, or willful misconduct.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five (5) years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon City's request, Engineer shall provide a copy of any such item to City at cost. All maps and documents created by the Engineer are the property of City. All records shall be maintained in accordance with applicable State retention laws.

6.13 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of individual projects.
- F. *Governmental Immunity Act*: City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this contract are expressly limited to the amounts identified in the Act."

## ARTICLE 7 – DEFINITIONS

### 7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Agreement*—This written contract for professional services between City and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  4. *Change Order*—A document which is signed by Contractor and City and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  5. *Engineering Services*—The services to be performed for or furnished to City by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  6. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  7. *Construction Contract*—The entire and integrated written contract between the City and Contractor concerning the Work.
  8. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
  9. *Construction Contract Price*—The money that City has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
  10. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
  11. *Construction Cost*—The cost to City of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of



Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; City's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to City. Construction Cost is one of the items comprising Total Project Costs.

12. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, City's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
13. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to Engineering Services as Engineer's independent professional associates and consultants; subcontractors; or vendors.
14. *Contractor*—The entity or individual with which City enters into a Construction Contract.
15. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to City pursuant to this Agreement.
16. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
17. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
18. *Engineer*—The individual or entity named as such in this Agreement.
19. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
20. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
21. *City*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
22. *Project*—A task, as detailed in paragraph A1.01.A.4, completed under this Agreement for City by Engineer, Consultants, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up.
23. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
24. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services for Engineering Services.

25. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities, commonly referred to as "inspection" or "inspection services," of the Resident Project Representative, if any, are as set forth in EJCDC C-700, Supplementary Conditions of the Construction Contract.
26. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
27. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
28. *Site*—Lands or areas as being furnished by City upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by City which are designated for the use of Contractor.
29. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
30. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
31. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
32. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
33. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that City furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, City's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to City.
34. *Work*—As relating to a Project, the entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related



services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

35. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by City and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Day

1. The word “day” means a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, City’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D – NOT USED
- E. Exhibit E – NOT USED
- F. Exhibit F – NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H – NOT USED
- I. Exhibit I – NOT USED
- J. Exhibit J – NOT USED
- K. Exhibit K – NOT USED

### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and City shall designate specific individuals to act as Engineer’s and City’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of City under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.
- B. For City: City designates the person listed in the table shown in 8.03.D as the Designated Representative.
- C. For Engineer: Engineer designates the person listed in the table shown in 8.03.D as the Designated Representative. Designated Representative shall be the Direct Contact Engineer for all engineering services to the City.

City may request in writing to Engineer a change in the Direct Contact Engineer. Engineer will have sixty (60) days to propose a new Direct Contact Engineer.

Should Engineer propose a change in the assignment of the Direct Contact Engineer, notice will be given to the City thirty (30) days in advance of any such change.

In the absence of the Direct Contact Engineer, Engineer shall temporarily assign another registered and properly licensed and qualified engineer employed by the Engineer to sign official documents and provide required Engineering Services and approvals as needed.

D. Designated Representatives and contact information:

For City:

Name: Don Hickman

Title: Councilman, District 5

Phone Number: (801) 719-9928

E-Mail Address: [dhickman@ogdenvallleyut.org](mailto:dhickman@ogdenvallleyut.org)

For Engineer:

Name: Dana Q. Shuler

Title: Professional Engineer

UT License Number: 6578621-2202

Phone Number: (801) 476-9767

E-Mail Address: [dana@jonescivil.com](mailto:dana@jonescivil.com)

Current Billing Class: Senior Engineer II

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:


1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of City, or (b) to deprive City of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

City: Ogden Valley City

Engineer: Jones & Associates Consulting Engineers

By: 

By: 

Print name: Janet Wampler

Print name: Brandon K. Jones

Title: Mayor

Title: President

Date Signed: 12/22/25

Date Signed: 12 / 20 / 2025

Attest: 

Attest: 

Title: City Council, District 3

Title: Secretary

Address for City's receipt of notices:

Ogden Valley City  
PO Box 6  
Eden, UT 84310

Address for Engineer's receipt of notices:

Jones & Associates  
6080 Fashion Point Drive  
South Ogden, Utah 84403

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This is EXHIBIT A, consisting of 3 pages, referred to in and part of the Agreement between City and Engineer for Professional Services as of the Effective Date of Agreement.

## Engineer's Services

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Engineering Services as set forth below.

### A1.01 General

- A. Engineer shall perform all regular and routine engineering work generally associated with the role of assisting the City with Professional Engineering Services, as requested by City. Nothing herein requires City to provide work to Engineer or creates any entitlement by Engineer to perform any work or tasks. Tasks may include but are not limited to:

1. General Engineering Services

- a. Assist in preparing the City's Budget;
- b. Attend coordination, Planning Commission, and City Council meetings, as requested;
- c. Assist in editing City Ordinances, standard forms, etc.;
- d. Develop and/or edit City Public Works Construction Standards or other standards as necessary;
- e. Assist with and/or prepare applications for grants and funding assistance; and
- f. Consult with and aid City Attorney in resolving disputes which require the input or opinion of a Professional Engineer

2. Development

- a. Coordinate and attend meetings with developers and developers' engineers;
- b. Perform subdivision and site plan reviews, including plats and construction drawings; prepare engineer's estimate of required improvements for use in determining required escrow amounts; inspect improvements for conformance with the approved construction plans; prepare escrow releases; perform "walk thru" inspections; prepare punchlists; prepare recommendations for substantial and final acceptances; and
- c. Review MS4 Compliance, including Low Impact Development (LID)

3. Studies and Reports – Coordinate with City regarding scope and estimate budget for Study; obtain City input; gather pertinent information from site visit, topographic and/or property survey, other/previous studies; identify, consult with, and analyze requirements of governmental authorities having jurisdiction; prepare preliminary Report containing findings, exhibits, recommendations; review with City and gather input; revised Report as necessary; provide and present final Report.

Possible Reports include, but are not limited to:

- a. Capital Facilities Plans, Impact Fee Facilities Plans, assistance with Impact Fee Analysis
- b. Water Conservation Plans

- c. Drinking Water Source Protection plans
  - d. Storm Water Management Plans, including Low Impact Development (LID)
  - e. Transportation Utility Fee Studies
  - f. Others as requested
4. Survey
- a. ALTA Surveys
  - b. Right-of-Way, Boundary, Property
  - c. Topographic and Utility
  - d. Construction Staking
5. Complete Projects
- a. Planning and Budgeting – Assist City is determining appropriate projects, including preparing Opinions of Probable Construction Costs in order to set project limits.
  - b. Public Outreach – Create surveys to receive public input and comments; meet with residents in person to answer questions and address concerns; create drawing exhibits and documents to inform the public of project purpose and scope.
  - c. Design – As necessary: provide necessary field surveys and topographic and utility mapping; visit site as needed; review with and recommend to City potential technologies and techniques; perform necessary calculations and design; prepare draft final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor; review draft Drawings and Specifications with City; finalize Drawings and Specifications.
  - d. Permitting–Coordinate with and apply and obtain necessary permits from governmental entities and other entities as needed for the completion of the individual project; City pays any application fees.
  - e. Bidding Services – Prepare Engineer’s Opinions of Probable Project Cost; prepare Project Manual; assist City with advertising; coordinate and hold pre-bid meeting, if necessary; prepare and issue Addenda; attend and facilitate bid opening; prepare bid tabulation; evaluate bids and prepare Recommendation of Award based on City Procurement Ordinances; attend City Council, if requested, to present Recommendation of Award; prepare and transmit Notice of Award to selected Contractor.
  - f. Public Involvement – Prepare drawing exhibits and documents to convey project information; maintain public website or other communication forum to receive feedback and manage questions and concerns; meet in person with residents and stakeholders to resolve issues.
  - g. Construction Management – Facilitate in execution of contract documents; attend and facilitate pre-construction meeting; prepare and issue Notice to Proceed; review and approve shop drawings and submittals; provide Resident Project Representative as requested by City; provide engineering assistance to contractor during construction; review and recommend for approval Change Order requests; prepare

- and issue Field Orders, Work Change Directives, and Change Orders; review and prepare Contractor Applications for Payment; attend substantial completion
- h. inspection; prepare and transmit Substantial Completion punchlist; attend final completion inspection; prepare and transmit Notice of Acceptability of Work (Final Acceptance); prepare Record Drawings from as-built drawings received from Contractor.
  - i. Post-Construction – Attend and perform 11-month warranty inspection; notify Contractor of any required warranty work.
- 6. Mapping
    - a. Update City's maps to reflect changes due to development, individual projects, and ordinance revisions; and
    - b. Prepare maps as requested (e.g. proposed Future Land Use Map).
  - 7. Maintain GIS database – as requested by City
    - a. Create custom public and private mapping for interactive use
    - b. Create and maintain utility database for asset management
  - 8. Perform other tasks that may arise during Engineer's tenure, as requested by City
- B. Engineer shall work in harmony with City's staff to provide assistance when requested and whenever possible.
  - C. Specialized engineering services, if needed, would be performed by Engineer's Consultants. Such services may include structural, electrical, and geotechnical engineering; materials testing; and aerial mapping.

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between City and Engineer for Professional Services** as of the Effective Date of Agreement.

### **City's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01** In addition to other responsibilities of City as set forth in this Agreement, City shall at its expense:
- A. Furnish to Engineer any other available information pertinent to Engineering Services including reports and data relative to previous designs, construction, or investigation.
  - B. Provide rights-of-entry for Engineer to conduct field surveys and/or investigations as requested by City.
  - C. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of City, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  - D. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
  - E. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as City deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
  - F. Place and pay for advertisement for Bids in appropriate publications.
  - G. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and site visits to determine Substantial Completion and readiness of the completed Work for final payment.



This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between City and Engineer for Professional Services** as of the Effective Date of Agreement.

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### **Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

#### **ARTICLE 2 – CITY’S RESPONSIBILITIES**

##### **C2.01 Compensation For Engineering Services – Standard Hourly Rates Method of Payment**

- A. City shall pay Engineer for Engineering Services set forth in Exhibit A, if any, as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
  - 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
  - 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
  - 4. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.
  - 5. On an annual basis, Engineer shall conduct an internal financial review of business operations and shall make any necessary adjustments to the Standard Hourly Rates and Reimbursable Expenses Schedule to cover operational costs. The modified Standard Hourly Rates and Reimbursable Expenses Schedule shall become the new basis of payment under the terms of this Agreement.

##### **C2.02 Compensation For Reimbursable Expenses**

- A. City shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: equipment and Consultants’ charges.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to performing Engineering Services.

##### **C2.03 Other Provisions Concerning Payment**

- A. NOT USED
- B. NOT USED

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- D. To the extent necessary to verify Engineer's charges and upon City's timely request, Engineer shall make copies of such records available to City at cost.

This is **Appendix 1** to **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between City and Engineer for Professional Services** as of the Effective Date of Agreement.

#### **Reimbursable Expenses Schedule**

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

GPS Survey Equipment	\$ 65 /hour
Copies of Drawings / Large Format Plots	included in hourly rates
Computer Equipment	included in hourly rates
Mileage (auto)	included in hourly rates
Specialty Software	included in hourly rates
Large Format Scan / Plots	included in hourly rates
Specialty Printing	included in hourly rates

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between City and Engineer for Professional Services** as of the Effective Date of Agreement.

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#### **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the effective date of the Agreement are:

<b>Billing Class</b>	<b>Hourly Rate</b>
Principal Engineer	\$169.00
Senior Engineer III	\$165.00
Senior Engineer II	\$157.00
Senior Engineer I	\$145.00
Project Engineer III	\$132.00
Project Engineer II	\$125.00
Project Engineer I	\$117.00
Staff Engineer III	\$112.00
Staff Engineer II	\$99.00
Staff Engineer I	\$92.00
Senior Field Engineer	\$129.00
Field Engineer	\$95.00
Senior Land Surveyor	\$129.00
Land Surveyor	\$105.00
Senior Field Technician	\$129.00
Field Technician	\$99.00
Senior Project Manager	\$135.00
Project Manager	\$99.00
Building Official	\$135.00
GIS Analyst	\$119.00
GIS Specialist	\$99.00
GIS Technician	\$85.00

Architectural Designer	\$109.00
Senior Designer	\$112.00
Designer III	\$109.00
Designer II	\$99.00
Designer I	\$75.00
Grant/Technical Writer	\$99.00
Planning Manager	\$118.00
Planning Assistant	\$99.00
Administrative Assistant	\$75.00
Office Technician III	\$70.00
Office Technician II	\$60.00
Office Technician I	\$50.00

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between City and Engineer for Professional Services** as of the Effective Date of Agreement.

## **Insurance**

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### **G6.05 Insurance**

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- |                                                                                      |             |
|--------------------------------------------------------------------------------------|-------------|
| a. Workers' Compensation:                                                            | Statutory   |
| b. Employer's Liability --                                                           |             |
| 1) Bodily injury, each accident:                                                     | \$500,000   |
| 2) Bodily injury by disease, each employee:                                          | \$500,000   |
| 3) Bodily injury/disease, aggregate:                                                 | \$500,000   |
| c. General Liability --                                                              |             |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$2,000,000 |
| 2) General Aggregate:                                                                | \$4,000,000 |
| d. Excess or Umbrella Liability --                                                   |             |
| 1) Per Occurrence:                                                                   | \$n/a       |
| 2) General Aggregate:                                                                | \$n/a       |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | \$2,000,000 |
| f. Professional Liability --                                                         |             |
| 1) Each Claim Made                                                                   | \$1,000,000 |
| 2) Annual Aggregate                                                                  | \$3,000,000 |
| g. Other (specify):                                                                  | \$n/a       |

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on City's general liability policies of insurance as additional insureds:
  - a. Jones & Associates Consulting Engineers
2. During the term of this Agreement the Engineer shall notify City of any other Consultant to be listed as an additional insured on City's general liability policies of insurance.
3. The City shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.



ZIONS PUBLIC FINANCE, INC.

**Agreement  
for  
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of the 5th day of December, 2025 by and between OGDEN VALLEY CITY, hereinafter "CLIENT" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of Zions Bancorporation, N.A., hereinafter "Zions".

**WITNESSETH**

WHEREAS, CLIENT desires to receive professional municipal advisory services from an independent Municipal Advisor; and

WHEREAS, Zions, as a registered "municipal advisor" with both the Securities Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"), is qualified and capable to provide such services to CLIENT; and

WHEREAS, CLIENT desires to enter into this Agreement with Zions to obtain its financial advisory services relating to CLIENT's financings, with the exception of those financings specifically excluded under Section 2 below, or otherwise specified as excluded in **Exhibit A** hereof,

NOW, THEREFORE, CLIENT and Zions agree as follows:

1. Zions acknowledges that, under this Agreement and in accordance with the rules and regulations adopted by the SEC and MSRB, it owes certain duties to CLIENT and agrees to act in accordance with these rules and regulations, as applicable. Zions agrees to provide the following services to CLIENT, as requested:

(a) Render financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of CLIENT's securities, including notes, bonds, leases, loans and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants and any other parties engaged in providing services for the financing in question.

FAIRNESS, INTEGRITY, SCALE

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(d) Work cooperatively with CLIENT's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by CLIENT.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to CLIENT, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide CLIENT with its desired payment structure.

(h) Attend meetings as requested by CLIENT to discuss and formulate plans about proposed financings. This may include public hearings and meetings of CLIENT's governing body.

(i) Assist CLIENT in its preparation of financing documents, data, and other information as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the review of an Official Statement, private offering memorandum, or other offering documents (each an "Offering Document") for each financing transaction, setting forth financial and other information about CLIENT and the bonds or other debt instrument being offered for sale.

(k) Participate in a "Due Diligence" meeting of CLIENT prior to the finalization and distribution of any Offering Document in an effort to assist the CLIENT with disclosing full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. CLIENT understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate and/or other closing documents, confirming the truth and accuracy of all information contained in the preliminary and final Offering Document. Except as otherwise provided herein, Zions is not responsible for certifying as to the accuracy or completeness of any preliminary or final Offering Document, other than with respect to any information about Zions provided by Zions for inclusion in such documents.

(l) Deliver the Offering Document, together with the Notice of Sale, to underwriters or potential purchasers of CLIENT's bonds.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on CLIENT's financings. If requested, Zions will organize, assist in the preparation of, and participate in CLIENT's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by CLIENT.

- (n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).
- (o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.
- (p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.
- (q) Any additional services listed on **Exhibit A** hereof.

The CLIENT acknowledges and agrees that most tasks requested by the CLIENT will not require all services described above and, as such, the specific scope of services for such tasks shall be limited to just those services requested by the Client to be completed.

2. Zions hereby confirms that it is registered as a "municipal advisor" with the SEC and MSRB. Zions will not provide municipal advisory services to CLIENT under this Agreement with respect to any commercial banking transaction between CLIENT and Zions.
3. CLIENT agrees that in consideration for the foregoing services to be performed by Zions, CLIENT shall:
  - (a) cooperate with Zions and provide all information which is reasonably required to enable Zions to fulfill its duties to CLIENT hereunder.
  - (b) pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.
  - (c) furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by CLIENT.
  - (d) pay Zions for services herein outlined and other services incidental hereto in accordance with **Schedule 1** hereof.

MSRB Rule G-42 requires that Zions make a reasonable inquiry as to the facts that are relevant to CLIENT's determination whether to proceed with a course of action or that form the basis for any advice provided by Zions to CLIENT. The rule also requires that Zions undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Zions is also required under the rule to use reasonable diligence to know the essential facts about CLIENT and the authority of each person acting on CLIENT's behalf.

CLIENT agrees to cooperate, and to cause its agents to cooperate, with Zions in carrying out these regulatory duties, including providing to Zions accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, CLIENT agrees that, to the extent CLIENT seeks to have Zions provide advice with regard to any recommendation made by a third party, CLIENT will provide to Zions written direction to

do so as well as any information it has received from such third party relating to its recommendation.

CLIENT hereby acknowledges and agrees with the Disclosure Statement attached hereto as **Exhibit B**.

4. It is understood that the execution of this Agreement secures the services of Zions as CLIENT's Municipal Advisor. Either party may cancel and terminate this Agreement on any date for any reason, upon 30 days' prior written notice to the other party of such termination.

5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Zions or any of its associated persons, Zions and its associated persons shall have no liability to CLIENT for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from CLIENT's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Zions to CLIENT. No recourse shall be had against Zions for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of CLIENT arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue or product or otherwise relating to the tax treatment of any issue or product or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by CLIENT of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Zions's duties to CLIENT under SEC and MSRB rules.

7. Zions' services consist solely in providing financial advisory services to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

9. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Agreement or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration

shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

10. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

11. This Agreement and the attached Exhibits and Schedules constitute the entire agreement between Zions and the CLIENT and supersedes any prior agreement between Zions and the CLIENT with respect to municipal advisory services provided hereunder, except as is set forth in an Addendum, if any, which is made a part of this Agreement and which is signed by both Zions and the CLIENT.

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

OGDEN VALLEY CITY

By   
Authorized Representative

ZIONS PUBLIC FINANCE, Inc.  
A wholly-owned subsidiary of  
ZIONS BANCORPORATION, N.A.

By   
Vice President

Principal Approval

By   
Senior Vice President

**Exhibit A**  
**Additional Services**

1. *Bond Elections.* Provide advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, and any other services mutually agreed upon by Zions and CLIENT.
2. *Municipal Consulting.* Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, public infrastructure districts, business license fees, grants, and other studies as requested by the CLIENT.
3. *Offering Document.* Prepare, draft and review an Offering Document.
4. *Special Assessment Area Administration.* Perform the administrative functions of creating the assessment area database, billing and collecting, allocating funds, tracking fund balances, and preparing lien releases for special assessment areas. Additionally, Zions will maintain accounting records and prepare periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with CLIENT's foreclosure trustee if needed.
5. *Continuing Disclosure.* Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the CLIENT's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

**Exhibit B**  
**Zions Public Finance, Inc.**  
Disclosure Statement of  
Municipal Advisor

**REGULATORY DISCLOSURES: MSRB RULE G-42**

The Municipal Securities Rulemaking Board (MSRB) Rule G-42 requires all Municipal Advisors to disclose to their clients, in writing, any actual or potential material conflicts of interest, including with respect to certain specifically identified categories in Rule G-42, if applicable. Zions Public Finance, Inc. (hereinafter "Zions") makes the disclosures set forth below with respect to material actual or potential conflicts of interest in connection with our Agreement for Municipal Advisory Services (the "Agreement") dated \_\_\_\_\_ with CLIENT, together with an explanation of how Zions addresses, or intends to manage or mitigate each conflict.

**Mitigation of Conflicts of Interest**

With respect to each actual or potential conflict disclosed below, (i) for its municipal entity CLIENT, Zions mitigates such conflicts through adherence to SEC and MSRB rules, including compliance with our fiduciary duty and duty of fair dealing to the CLIENT, which includes a duty of loyalty in performing all municipal advisory activities for CLIENT and (ii) for its obligated person CLIENT, Zions mitigates such conflicts through adherence to SEC and MSRB rules, including compliance with our duty of care and duty of fair dealing, in performing all municipal advisory activities for CLIENT. Because Zions is part of a much larger banking organization, our profitability is not dependent on maximizing short-term revenues generated from our municipal advisory activities, but instead is dependent on long-term profitability built on a foundation of integrity, quality service, and compliance with SEC and MSRB rules.

**Compensation Based Conflicts**

Zions may receive compensation from CLIENT for services rendered which may be contingent upon the successful closing of a transaction, and/or where our compensation may be based in whole or in part on the size of the transaction. In other situations, our compensation may be based upon an hourly rate or rates. In still other situations, our compensation may be based upon an annual retainer or a fixed fee for a given project. While these forms of compensation are typical in the municipal securities market, each of these methods of compensation may present a potential conflict of interest regarding our ability to provide unbiased advice to enter into such transaction.

For example, fees that are (i) dependent upon the size of and successful closing of a transaction could create an incentive for Zions to recommend unnecessary, oversized, or disadvantageous financings in order to increase our compensation; (ii) based upon an hourly rate could create an incentive for Zions to recommend alternatives that result in greater hours worked; and (iii) based upon an annual retainer or fixed fee could incentivize Zions to recommend less time-consuming alternatives or fail to do a more thorough analysis of alternatives. In each case, Zions represents that the potential conflict of interest relating to compensation will not impair our ability to render unbiased and competent advice, to fulfill our duties as described above to the CLIENT, and to comply with SEC and MSRB rules.



### Relationship Based Conflicts

Zions has numerous municipal advisory relationships with various governmental entities that may from time to time have interests that could have a direct or indirect impact on CLIENT's interests. For example, Zions' other municipal advisory clients may from time to time, and depending on specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Zions could potentially face a conflict of interest arising from these competing client interests. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to CLIENT in a timely manner.

In addition to serving as municipal advisor to CLIENT, Zions may, from time to time, serve as a municipal advisor to a conduit borrower. In such event, CLIENT and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to both the conduit borrower and CLIENT in a timely manner.

### Affiliate Based Conflicts

As a part of ZIONS BANCORPORATION, N.A., a nationally-chartered banking association, Zions has many affiliated businesses that have provided, or desire to provide, services to governmental entities, including CLIENT.

These affiliates include:

- Zions Bank Corporate Trust, a service department of ZIONS BANCORPORATION, N.A, and related to Zions ("Corporate Trust"), offers corporate trustee and custodial services to municipal issuers and obligated persons. If a client engages in these services, it is done directly with Corporate Trust under a separate agreement.
- Zions Capital Advisor Institutional Liquidity Management ("ZCA"), an affiliate and SEC registered investment advisor provides discretionary money management to institutional clients for a fee. If the client engages ZCA for these services, it will be dealing directly with ZCA under its own agreement and disclosures.
- Zions Bank Capital Markets, an affiliated bank dealer, provides underwriting and dealer services to institutional clients including municipal issuers. Additionally, the dealer may take positions or underwrite securities for other municipal issuers.
- Zions Bank, a division of ZIONS BANCORPORATION, N.A, provides traditional banking services to municipal clients through their branch locations and treasury departments. Any products or services offered are subject to the terms and conditions of the bank agreement for the engagement.

Corporate Trust is the only affiliate that may be expected to provide services that are directly related to the Municipal Advisory activities to be provided by Zions within the scope of services under the Agreement. Corporate Trust acts as a Paying Agent, Registrar, Trustee, and Escrow Agent to municipal clients on municipal financings. Corporate Trust's desire to do business with CLIENT could create an

incentive for Zions to recommend a course of action that increases the level of CLIENT's business activity with this affiliate. In addition to the general mitigations described above, in the event that Zions makes a recommendation to CLIENT that could influence the level of business with Corporate Trust, Zions will consider alternatives to such recommendations which will be disclosed to CLIENT along with the potential impact such recommendations and alternatives would have on CLIENT and the affiliate.

As further described below, Zions Bank, an affiliate of Zions, may from time to time make bank loans to or purchase leases or securities from CLIENT, which such loans and purchases are expressly excluded from the scope of the Agreement.

After reviewing our list of existing affiliate relationships and upcoming transactions, we cannot identify any existing material conflicts of interest that would prevent us from serving as municipal advisor to CLIENT or that are not mitigated by compliance with SEC and MSRB rules. If Zions becomes aware of any additional potential or actual material conflicts of interest after this initial disclosure, Zions will disclose the detailed information, in writing, to CLIENT in a timely manner.

#### **Legal or Disciplinary Events**

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our Forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of Form MA, 'Item 6 Disclosure Information' of Form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). Zions Public Finance, Inc. has updated the firm's Form MA for a recent SEC event related to the use of off-channel communication related municipal advisory activities. To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access the firm or individual advisors filed Forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

Zions Public Finance, Inc:  
<https://www.sec.gov/edgar/browse/?CIK=1628261>

If any material legal or disciplinary event is required to be disclosed on Form MA or any Form MA-I, Zions will provide such disclosure to you, allowing you to evaluate such legal or disciplinary event.

#### **Contract Exemption for Bank Transactions**

In our proposed Municipal Advisory Agreement, there is a provision that specifically excludes from the Agreement commercial banking transactions between Zions and the CLIENT ("Bank Transactions").

If a municipal entity CLIENT determines that it would like one of Zions' affiliates to directly engage in a Bank Transaction, and provided that Zions has not previously provided any advice to municipal entity CLIENT on the Bank Transaction, Zions will deliver to municipal entity CLIENT an additional disclosure document.

#### **REGULATORY DISCLOSURES: MSRB RULE G-10**

Rule G-10 requires municipal advisors to provide certain notices to clients within specified timeframes.

Zions hereby provides, and no less than once each calendar year hereafter during the course of the municipal advisory relationship will provide, in writing (which may be electronic) to the client, the following items of information:

- (i) Zions Public Finance, Inc. is registered as a "municipal advisor" with the SEC and the MSRB, as required by section 15B of the Securities Exchange Act and the rules adopted by the MSRB;
- (ii) the website address for the MSRB is [www.msrb.org](http://www.msrb.org); and
- (iii) the MSRB has made available on its website a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

(The remainder of this page has been intentionally left blank.)

### Schedule 1 Fees

**Zions will charge 75% of the fees enumerated herein for the first year of the City's existence with full stated rates applicable thereafter.**

For General Obligation Bonds, the City will pay Zions a fee equal to \$1.50 per \$1,000 of proceeds delivered with a "minimum" charge of \$12,000.

For Tax and Revenue Anticipation Notes, the City will pay Zions a fee equal to \$10,000.

For Revenue Bonds, the City will pay Zions a fee equal to \$2.00 per \$1,000 of proceeds delivered with a "minimum" charge of \$15,000.

For Lease Revenue Bonds, the City will pay Zions a fee equal to \$2.50 per \$1,000 of proceeds delivered with a "minimum" charge of \$18,000.

For Tax Increment Bonds, the City will pay Zions a fee equal to \$3.00 per \$1,000 of proceeds delivered with a "minimum" charge of \$20,000.

For Special Assessment Bonds, the City will pay Zions a fee equal to \$4.00 per \$1,000 of proceeds delivered with a "minimum" charge of \$20,000.

#### **For Services outlined in Exhibit A – Additional Services**

For additional services where the fee is determined by an hourly rate the following rates will apply:

Senior Vice President.....	\$275/hr.
Vice President .....	\$250/hr.
Financial Analyst.....	\$175/hr.

For Bond Election services, the City will pay Zions an additional \$10,000 election fee.

For Municipal Consulting services, the City will pay Zions an additional, mutually agreed upon fee based on the scope of the study.

For Offering Document services, the City will pay an additional fee of \$6,000 for each issue.

For Special Assessment Administration services, the City will pay Zions an additional, mutually agreed upon fee after the scope of services has been determined.

For Continuing Disclosure services, the City will pay Zions an additional fee based on the following schedule:

Base fee for annual disclosure report and first market issued bond.....	\$3,000.00
Each additional type of bond issued.....	\$1,000.00
Fee for Material Event Filing.....	\$500.00

EXHIBIT C  
MUNICIPAL CODE

**OGDEN VALLEY**  
**Municipal Code**

**TITLE 1 GENERAL PROVISIONS**

**CHAPTER 1.01 ADOPTION OF MUNICIPAL CODE**

**CHAPTER 1.02 CONSTRUCTION OF MUNICIPAL CODE**

**CHAPTER 1.03 APPLICABILITY OF MUNICIPAL CODE**

**CHAPTER 1.04 PENALTIES AND ENFORCEMENT**

**CHAPTER 1.05 CITY IDENTITIES**

**CHAPTER 1.01 ADOPTION OF MUNICIPAL CODE**

1.01.010 Adoption

1.01.020 Title, Citation and Reference

**1.01.010 Adoption**

Pursuant to the provisions of Utah Code all ordinances currently in effect in Ogden Valley City, Utah, are hereby adopted, revised, codified and compiled as the Ogden Valley City Municipal Code.

**1.01.020 Title, Citation and Reference**

This Code shall be known, cited and referenced as the “Ogden Valley City Municipal Code” or “Municipal Code” or “Code.”

## **CHAPTER 1.02 CONSTRUCTION OF MUNICIPAL CODE**

### **1.02.010 Definitions**

### **1.02.020 References to Municipal Code and Amendments**

### **1.02.030 Title, Chapter and Section Headings**

### **1.02.040 Reference to Specific Ordinances**

### **1.02.050 Severability**

### **1.02.060 Permissible Changes**

#### **1.02.010 Definitions**

A. As used in this Code, the following terms shall have the meanings herein set forth, unless an alternate definition of one of the following terms is specifically adopted elsewhere in this Code to govern only a specific Title, Chapter or Section of the Code. Definitions of additional terms not listed below may be found in specific Titles, Chapters and Sections of this Code.

1. "Code" shall mean the Ogden Valley City Municipal Code contained herein.
2. "Governing body" shall mean the Ogden Valley City Council.

#### **1.02.020 References to Municipal Code and Amendments**

Whenever a reference is made to this Code or any portion thereof, or to any ordinance codified therein, the reference shall apply to all amendments, corrections, and additions hereafter made and then in effect, unless otherwise specified.

#### **1.02.030 Title, Chapter, and Section Headings**

Title, Chapter and Section headings contained in this Code are for reference only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of any Title, Chapter, or Section hereof.

#### **1.02.040 Reference to Specific Ordinances**

The provisions of this Code shall not negate any public or private reference to ordinances of Ogden Valley designated by number, but such reference shall be construed to apply to the corresponding provisions contained and codified within this Code.

#### **1.02.050 Severability**

It is hereby declared to be the intention of the governing body that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any section, paragraph, sentence, clause or phrase of this Code shall be declared unconstitutional or without effect by any court, such judgment or decree shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Code.

#### **1.02.060 Permissible Changes**

City officers and their agents are authorized to make any minor technical changes, corrections, modifications, additions and substitutions therein as permitted under state law and as deemed best to the end of publishing a simplified code free of inconsistencies.



## **CHAPTER 1.03 APPLICABILITY OF MUNICIPAL CODE**

1.03.010 Effective Date

1.03.020 Repeal of Existing Ordinances

1.03.030 Effect of Code on Past Actions and Obligations

1.03.040 Certain Ordinances Not Affected

1.03.050 Notice of Pending Ordinance

### **1.03.010 Effective date**

This Code shall become effective on the date the ordinance adopting this Code as the Ogden Valley Municipal Code is passed.

### **1.03.020 Repeal of Existing Ordinances**

All ordinances of Ogden Valley enacted prior to the adoption of this Code are hereby repealed.

### **1.03.030 Effect of Municipal Code on Past Actions and Obligations**

Neither the adoption of this Code nor any provision contained therein shall affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accrued before the effective date of this Code.

### **1.03.040 Certain Ordinances Not Affected**

Neither the adoption of this Code nor any provision contained therein shall be construed to repeal or otherwise affect the validity of the following: any ordinance promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds for the City, or any evidence of the City's indebtedness; any appropriation or ordinance providing for the levy of taxes or for an annual budget, or prescribing salaries for City officers and employees; any ordinance annexing territory to the City or discontinuing territory as part of the City; or any ordinance granting any franchise. All such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out in full herein.

### **1.03.050 Notice of Pending Ordinance**

Pursuant to Utah Code Section 10-9a-509, the Ogden Valley City Council may formally initiate proceedings to amend City ordinances. In order to initiate proceedings to amend City ordinances as provided for herein, the City Council shall adopt a resolution specifying the nature of the proposed ordinance and directing that City staff prepare such an ordinance. The resolution shall take effect immediately, shall be effective for no more than 180 days, and shall provide that the proposed ordinance shall be enacted by the City Council within 180 days of adoption of the resolution. During the time the resolution is in effect, the City may prohibit activities that may violate the terms of the pending ordinance. This section shall not be construed to eliminate or diminish any power of the City in existence at the time this section is adopted.

## **CHAPTER 1.04 PENALTIES AND ENFORCEMENT**

1.04.010 General penalty

1.04.020 Liability of employers and agents

1.04.030 Presumption of responsibility for certain violations

1.04.040 Penalties not to excuse abatement of prohibited conditions

1.04.050 Double fee for failure to obtain required licenses

### **1.04.010 General Penalty**

Whenever in this Code or in any ordinance of the City an act is prohibited or is made or declared to be unlawful or an offense, or wherever in such Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful and no specific penalty is provided therefore, the violation of any such provision of this Code or any such ordinance shall be punishable by a fine not to exceed the maximum Class B misdemeanor fine under Utah state law or by a term of imprisonment up to six months, or by both the fine and term of imprisonment. Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense, unless otherwise provided.

### **1.04.020 Liability of Employers and Agents**

When the provisions of this Code or any other ordinance of the City prohibit the commission or omission of an act, not only the person actually doing the prohibited thing, or omitting the directed act, but also the employer and all other persons concerned or aiding or abetting therein shall be guilty of the offense described and liable to the penalty prescribed for the offense.

### **1.04.030 Presumption of Responsibility for Certain Violations**

The occupant and owner of any premises upon which a violation of any provision of this Code or of any City ordinance and the owner of any object or material placed or remaining anywhere in violation of any provision of this Code or of any City ordinance shall be presumed to be responsible for the violation so evidenced and subject to the penalty provided therefore.

### **1.04.040 Penalties Not to Excuse Abatement of Prohibited Conditions**

The application of any penalty under this Chapter shall not constitute the condoning or legalizing of any prohibited condition or prevent the abatement or enforced removal of such condition by any lawful means available to the City.

### **1.04.050 Double Fee for Failure to Obtain Required Licenses**

When work or activity for which a permit or license is required by this Code or by any City ordinance is commenced without first having acquired such permit or license, the specified fee shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with all the requirements of this Code or any applicable City ordinance, nor from any other prescribed penalties. Payment of such double fee or any unpaid portion thereof may be compelled by civil action in any court of competent jurisdiction. The acceptance of any portion less than the entire amount of such double fee by any officer or employee of the City shall not constitute a waiver or release of the balance thereof.

## **CHAPTER 1.05 CITY IDENTITIES**

1.05.010 Official Name of City

1.05.020 City Seal

1.05.030 Mission Statement

1.05.040 Vision Statement

1.05.050 Our Core Values

### **1.05.010 Official Name of City**

The official name of the City shall be “Ogden Valley City.” The city may be referred to herein as “Ogden Valley.”

### **1.05.020 City Seal**

The City Seal shall be used by the City Recorder and other City officials as required or allowed by law. The City Seal shall be rendered in a form and style approved by the City Council.

### **1.05.030 Mission Statement**

(Reserved)

### **1.05.040 Vision Statement**

(Reserved)

### **1.05.050 Our Core Values**

(Reserved)

**OGDEN VALLEY  
Municipal Code**

**TITLE 2 MUNICIPAL GOVERNMENT**

**CHAPTER 2.01 CITY OFFICERS**

**CHAPTER 2.02 CITY COUNCIL AND MEETING**

**CHAPTER 2.03 OGDEN VALLEY ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES**

**CHAPTER 2.04 PLANNING COMMISSION**

**CHAPTER 2.05 BOARD OF ADJUSTMENT**

**CHAPTER 2.06 ELECTION AND CAMPAIGN FINANCE DISCLOSURE**

**CHAPTER 2.07 TAKING OFFICE**

**CHAPTER 2.08 RECORDS ACCESS AND MANAGEMENT**

**CHAPTER 2.09 ENFORCEMENT PROCEDURES AND ADMINISTRATIVE HEARINGS**

**CHAPTER 2.10 DISPOSITION OF REAL PROPERTY**

**CHAPTER 2.11 ETHICAL CONDUCT, CONFLICTS OF INTEREST & RECUSAL PROCEDURES**

**CHAPTER 2.12 OPEN AND PUBLIC MEETINGS**

**CHAPTER 2.01 CITY OFFICERS**

2.01.010 Form of Municipal Government

2.01.020 Mayor

2.01.030 City Council

2.01.040 City Recorder

2.01.050 City Treasurer

2.01.060 City Attorney

2.01.070 City Engineer

2.01.080 City Planning Administrator

2.01.090 City Zoning Administrator

**2.01.010 Form of Municipal Government**

Ogden Valley shall operate under the six-member council form of government as provided in the current version of the Utah Code as amended.

**2.01.020 Mayor**

The Mayor of Ogden Valley shall at all times have those powers and duties set forth in the current version of the Utah Code as amended.

**2.01.030 City Council**

The Ogden Valley City Council shall at all times have those powers and duties set forth in the current version of the Utah Code as amended.

**2.01.040 City Recorder**

The Mayor, with the advice and consent of the City Council, shall appoint a qualified person to the office of City Recorder. The City Recorder shall at all times have those powers and duties set forth in the current version of the Utah Code (Utah Code Ann. §10-3-916 and §10-6-139), as amended, and

also those powers and duties set forth in City ordinances, resolutions, and policies that are not inconsistent with State law.

**2.01.050 Treasurer**

The Mayor, with the advice and consent of the City Council, shall appoint a qualified person to the office of City Treasurer. The City Treasurer shall at all times have those powers and duties set forth in the current version of the Utah Code (including and not limited to Utah Code Ann. §10-6-135,136,137, 140 and 141), as amended, and also those powers and duties set forth in City ordinances, resolutions, and policies that are not inconsistent with State law.

**2.01.060 City Attorney**

The Mayor with the advice and consent of the City Council shall from time to time appoint a qualified person to the office of City Attorney. The City Attorney shall represent the interests of the City or their designee and shall have those powers and duties set forth in the current version of the Utah Code (Title 10 generally), as amended, and also those powers and duties set forth in City ordinances, resolutions, and policies that are not inconsistent with State Law.

**2.01.070 City Engineer**

The Mayor with the advice and consent of the City Council shall from time to time appoint a qualified person or firm who shall have a valid professional license in the state of Utah to the office of City Engineer. The City Engineer shall represent the interests of the City or their designee and shall have those powers and duties set forth in the current version of the Utah Code, as amended, and also those powers and duties set forth in City ordinances, resolutions, and policies that are not inconsistent with State Law.

**2.01.080 City Planning Administrator/Director**

(Reserved)

**02.01.090 Zoning Administrator Appointed**

(Reserved)

## **CHAPTER 2.02 CITY COUNCIL MEETINGS**

2.02.010 General Provisions

2.02.020 Presentation of Agenda Items

2.02.030 Form and Character of Motions

2.02.040 Requirements for the Submission of Requests

2.02.050 Documents Submitted to the City Council

2.02.060 Public Notice

2.02.070 Conduct of Members of the City Council

2.02.080 Time Limits on City Council Meetings

2.02.090 Remote Participation in Council Meetings

### **2.02.010 General Provisions**

A. The City Council shall meet as set forth in the annually adopted notice of meeting schedule, to conduct its duly appointed business.

B. A special meeting for any purpose may be held on the call of the Mayor or two members of the City Council. The City Recorder, in accordance with the provisions of City Code and State Law, shall notify City Council members and the public of such meetings.

C. A quorum of the City Council shall consist of three voting members. A quorum shall be necessary to conduct business.

D. A failure to vote by a member shall be counted as an abstention.

E. Unless approved by the Mayor or three voting members of the City Council, the City Council will follow the published agenda for that meeting.

F. The Mayor shall not vote or make motion except in those instances provided in the current version of the Utah Code as amended.

G. An item may be placed on the agenda by the Mayor or two City Council members.

H. Meetings will be governed by the current version of the Utah Code as amended and by the parliamentary rules as outlined in the current edition of *Roberts Rules of Order* or as otherwise adopted by the City Council. The Mayor shall chair the meetings and determine the agenda, including a moment of silence observed in opening comments.

### **2.02.020 Presentation of Agenda Items**

A. No person shall be permitted to speak unless recognized by the Mayor, who shall designate time limits to persons permitted to speak on any matter properly before the City Council. Each person speaking before the City Council shall first state his/her name, address, and then the substance of his/her remarks.

B. Matters before the City Council shall be presented in the following manner, unless otherwise directed by the Mayor.

1. Presentation by staff.



2. Presentation by applicant.
3. Comments from the public, where appropriate (decided by the Mayor).
4. Comments and questions from the City Council
5. Further comments by applicant and public.
6. Concluding comments and recommendations from staff.

#### **2.02.030 Form and Character of Motions**

A. Upon review of the public record on a request and due deliberation among the members of the City Council, any member of the City Council, except the Mayor, may make a motion. The motion shall include not only the direction of the motion (table, continue for further investigation, return to referring body for further study, approval, approval with conditions, or denial), but also a recitation of the specific findings and conclusions supporting each motion.

B. A second shall be required for each motion (a motion shall die in absence of a second).

C. Discussion and amendments on the motion may then follow.

D. Reconsidering a motion enables a majority to bring back for further consideration a motion which has already been voted on. The purpose of reconsidering a vote is to permit correction of hasty, ill-advised, or erroneous action, or to take into account added information or a changed situation that has developed since the taking of the vote. It can be made only by a member who voted with the prevailing side.

#### **2.02.040 Requirements for the Submission of Requests**

A. The City Council may adopt standard forms for the submission of requests.

B. All request submissions shall be made and supporting documentation provided no later than 5 p.m., ten business days preceding a regular City Council meeting. Submissions that are incomplete as of said deadline shall be cause for the Mayor to withhold the submission from the City Council agenda. Any exceptions to this provision shall be approved at the sole discretion of the Mayor.

C. The City Recorder and the Planning Director, if appointed, shall verify the completeness of requests and, whenever possible, make staff reports available to the City Council no later than 5 p.m., five days preceding a regular City Council meeting.

D. The City Council may adopt a fee schedule for the submission of requests to cover staff review, processing, duplication, notices, and distribution of requests and related documents.

#### **2.02.050 Documents Submitted to the City Council**

A. Any and all materials submitted to the City Council regarding a request shall be entered into the public record unless privileged pursuant to governing law.



B. All notices, agendas, requests, letters or reports, staff reports, minutes of meetings, ordinances, and resolutions of record shall constitute the documents of the City Council.

#### **2.02.060 Public Notice**

A. Notice for all public hearings, work sessions, special meetings, and regular meetings shall conform to requirements of State law and City Code.

B. The regular meeting schedule for the calendar year following shall be determined at the first City Council meeting in January and may be modified from time to time by a Council majority.

#### **2.02.070 Conduct of Members of the City Council**

A. The Mayor and members of the City Council shall prepare themselves for hearings and meetings.

B. The Mayor and members of the City Council shall attend at least 60 percent of the City Council meetings within a calendar year, unless excused by the Mayor or Mayor Pro-tem. Failure to do so may be deemed by the City Council as cause for reduction in pay.

C. City Council members shall comply with the current version of the Municipal Officers and Employees Ethics Act as amended.

#### **2.02.080 Time Limits on City Council Meetings**

City Council meetings shall go no later than 10:00 p.m. unless a majority of the City Council votes to continue the meeting beyond this time limit. The vote to continue beyond the time limit shall be made on specific agenda items, and shall require a new motion for each agenda item considered after 10:00 p.m. In limiting the time allotted in City Council meetings, the City will, where possible, arrange the agenda to have all items that involve a public hearing to be put on the first part of the agenda. For items that do not involve public comment, applicants are put on notice that including an item on a City Council agenda does not guarantee that it will be heard in that meeting. If the time limit of 10:00 p.m. is exceeded, remaining items on the agenda will be continued to the next meeting.

#### **2.02.090 Remote Participation in Council Meetings**

A. A member of the City Council or the Mayor may participate in a duly noticed City Council meeting by means of electronic communication, including voice or video conferencing, when the individual is unable to be physically present, provided that the electronic communication allows the member to hear and be heard by the other Council members and the public in attendance.

B. A Council member participating electronically pursuant to this section shall be deemed present for purposes of quorum, deliberation, and voting.

C. The City shall make reasonable efforts to ensure that the electronic communication is accessible to the public to the same extent as in-person participation, consistent with applicable open meetings laws.

D. Participation by electronic communication shall not be permitted during a closed session unless authorized by law and approved by the presiding officer.

## **CHAPTER 2.03 OGDEN VALLEY ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES**

### **2.03.010 Application**

### **2.03.020 Committees Named**

### **2.03.030 Council Authority to Establish, Exempt, and Dissolve Advisory Groups**

### **2.03.040 Committee Officers and Duties**

### **2.03.050 Mode of Appointment and Filling Vacancies**

### **2.03.060 Meetings**

### **2.03.070 Quorum and Conduct of Meetings**

### **2.03.080 Order of a Regular Meeting**

### **2.03.090 Order of a Public Hearing**

### **2.03.100 Minutes**

### **2.03.110 Conduct of Persons before the Commission**

### **2.03.120 Form and Character of Motions**

### **2.03.010 Application**

This Chapter shall apply to all City Commissions, Boards, and Committees unless specifically noted in their respective Title 2 Section.

### **2.03.020 Committees Named**

This Section shall pertain to the following advisory boards, commissions, and committees within Ogden Valley and any advisory boards, commissions or committees hereinafter created by the City Council (all Commissions, Boards, Agencies, Authorities, and Committees shall be hereinafter referred to in this Chapter as the "Commission"):

A. Planning Commission.

B. Board of Adjustment or Appeal Authority in accordance with Utah Code.

C. Any and all advisory boards, commissions or committees hereinafter created by the City Council.

### **2.03.030 Council Authority to Establish, Exempt, and Dissolve Advisory Groups**

In the interest of allowing for robust engagement of the community in less formal ways, the City Council, at its option, may exempt the additional advisory groups it may create hereunder from the provisions of Sections 2.03.040, et seq., or provide for alternative rules and procedures to apply. The City Council's power to create additional entities includes the power, in the Council's sole discretion, to limit or terminate their operation or otherwise guide their operation as it sees fit.

### **2.03.040 Rules of Conduct for all City Commissions, Boards, and Committees.**

The City Council shall adopt rules of procedure applicable to all entities established under this Section.

### **2.03.050 Mode of Appointment and Filling Vacancies**

A. Any vacancy in the Planning Commission membership shall be advertised in a newspaper of general circulation, posted in three public places and on the official Ogden Valley website.

Applications shall be accepted for a minimum of 14 days following the advertisement and posting. The Mayor, with the advice and consent of the City Council, shall appoint a new Commission member after appropriate review of the applications and interviews. Reappointments of existing Commission members may be made without advertising the vacancy.

B. Commission members shall be selected in accordance with the following policy adopted by the City Council.

1. Commission members shall be full-time residents and have lived in the city boundaries of Ogden Valley for a period of at least one year immediately prior to their appointment.
2. In making appointments to the Commission, the Mayor and the City Council will assure diversity in the membership to the extent practicable by considering all relevant factors such as geographic diversity, socioeconomic factors, cultural influences, and similar criteria.
3. Commission members shall be selected without respect to political affiliation.

C. The Mayor, with the advice and consent of the City Council, shall fill the unexpired term of any member whose office becomes vacant.

1. A member's office automatically becomes vacant if the member establishes residence outside of the City, or lives outside of City boundaries for a continuous period of more than 60 days.
2. A member's office automatically becomes vacant if the member misses more than 25 percent of the Commission's scheduled meetings during any twelve-month period. The Mayor, with advice and consent of the City Council, may waive this action should it be determined if there are circumstances that so justify.
3. Any member may be removed for cause by the City Council upon written charges and after a public hearing, if such a hearing is requested by the Commission member.

D. Subject to Section 2.11 Ethical Conduct, Conflicts of Interest & Recusal Procedures, any member who recognizes that he or she may have a possible conflict of interest relative to a matter on the Commission or Advisory Board agenda shall disclose his or her interest publicly before that matter is heard and shall excuse him or herself and leave the room during the Commission's or Advisory Board's deliberation and vote on that matter.

## **CHAPTER 2.04 PLANNING COMMISSION**

2.04.010 Introduction, Purpose, and Name

2.04.020 Number and Terms of Members

2.04.030 Authority and Duties

### **2.04.010 Introduction, Purpose, and Name**

A. Introduction. The Land Use Title of this Code, to be adopted, for the purpose of meeting specific requirements set forth by the Utah Code.

B. Name. The name of the organization shall be the Ogden Valley Planning Commission.

**2.04.020 Number and Terms of Members**

A. Regular Members. The terms of regular members shall be four years. Two consecutive four-year terms shall be the limit for regular membership. Partial terms shall not be considered in determining whether a person has served two consecutive terms. Terms for Regular Members shall begin on the first day of the new year in which the term commences. Terms for Regular Members end on the first day of the year following the year in which the term ends. Partial terms shall end on the first day of the new year after the expiration of the term.

B. Alternate Members. Whenever a regular member is absent, the Chair shall designate an alternate member to vote in the absent member's place. There are no limitations to the number of terms an alternate member may serve.

C. If an alternate member is not available the term of a regular member may be extended until a successor is chosen and qualified; except in the case of the member's death, resignation, removal or disqualification from holding office.

**2.04.030 Authority and Duties of the Planning Commission**

The Ogden Valley Planning Commission is authorized to fulfill all duties and obligations set forth in State Code which includes and shall not be limited to § 10-9a-300 through 303, § 10-9a-507 and 509, and § 10-9a-608.

**Chapter 2.05 – Appeal Authority**

2.05.010 Purpose and Authority

2.05.020 Establishment of Appeal Authority

2.05.030 Jurisdiction

2.05.040 Appeals Procedure

2.05.050 Hearing and Decision

2.05.060 Judicial Review

2.05.070 Severability

**2.05.010 Purpose and Authority**

This Chapter is adopted pursuant to Utah Code Ann. § 10-20-1101 and related provisions of state law. The purpose of this Chapter is to establish an appeal authority for Ogden Valley City to hear and decide appeals from administrative decisions as required by law, to ensure due process, and to provide a clear, fair, and orderly appeal process.

**2.05.020 Establishment of Appeal Authority**

A. Designation: The Ogden Valley City Council is hereby designated as the appeal authority for the City unless and until a separate appeal authority is established by ordinance.

B. Optional Delegation: The City Council may, by ordinance or resolution, establish and appoint a separate appeal authority or hearing officer to serve as the appeal authority as permitted by Utah law.

### **2.05.030 Jurisdiction**

The appeal authority shall hear and decide appeals from administrative decisions made by City officers, employees, or administrative bodies, including but not limited to decisions related to:

1. Land use and development matters, as provided in Title 10, Chapter 9a of the Utah Code and the Ogden Valley City Land Use Code;
2. Business licensing and permitting;
3. Enforcement actions and administrative determinations;
4. Any other administrative decision for which an appeal is authorized by state law or City ordinance.

### **2.05.040 Appeals Procedure**

A. Right to Appeal: Any person adversely affected by an administrative decision may appeal the decision to the appeal authority in accordance with this Chapter and applicable state law.

B. Filing of Appeal: An appeal shall be filed in writing with the City Recorder within the time period specified by applicable ordinance or state law. The appeal shall identify the decision being appealed and state the grounds for the appeal.

C. Record on Appeal: The appeal authority shall review the appeal based on the record of the administrative decision unless state law or City ordinance authorizes additional evidence.

D. Standard of Review: The appeal authority shall determine whether the administrative decision was arbitrary, capricious, illegal, or unsupported by substantial evidence, consistent with applicable Utah law.

### **2.05.050 Hearing and Decision**

A. Public Hearing: Appeals shall be heard at a public meeting unless a closed meeting is authorized under the Open and Public Meetings Act.

B. Decision: The appeal authority may affirm, modify, reverse, or remand the administrative decision. The decision shall be issued in writing and shall include findings sufficient to support the decision.

C. Finality: The decision of the appeal authority constitutes the City's final administrative action unless otherwise provided by law.

### **2.05.060 Judicial Review**

Any party aggrieved by a final decision of the appeal authority may seek judicial review in accordance with applicable provisions of Utah law.

#### **2.05.070 Severability**

If any provision of this Chapter is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

## **CHAPTER 2.06 ELECTION AND CAMPAIGN FINANCE DISCLOSURE**

2.06.010 Election of Mayor and Council Members

2.06.020 General

### **2.06.010 Election of Mayor and Council Members**

Election for Mayor and Council Members shall be as provided in the current version of the Utah Municipal Code, as amended. The terms shall be for four years.

### **2.06.020 General**

All candidates for elective municipal office shall comply with the campaign finance disclosure requirements set forth in the Utah Elections Code, Utah Code Ann. § 20A-22-202 et seq., and all other applicable provisions of Titles 10 and 20A of the Utah Code, as amended from time to time.



## **CHAPTER 2.07 TAKING OFFICE**

- 2.07.010 Eligibility for Mayor and Council Members
- 2.07.020 Election of Mayor and Council Members
- 2.07.030 Term of Office for Mayor and Council Members
- 2.07.040 Vacancies in Office of Mayor or Council Member
- 2.07.050 Oath of Office
- 2.07.060 Bonds
- 2.07.070 Salaries
- 2.07.080 Failure to Qualify for Office
- 2.07.090 Duties and Powers Defined
- 2.07.100 Official Neglect or Misconduct
- 2.07.110 Transfer of Records

### **2.07.010 Eligibility for Mayor and Council Members**

A. Chosen by Voters. The Mayor and members of the City Council shall be elected by the registered voters of Ogden Valley.

B. Resident and Registered Voter. In accordance with Utah Code any person elected to the office of Mayor or member of the City Council must be a resident of and a registered voter in Ogden Valley. Each elected officer of Ogden Valley shall maintain residency within the boundaries of the City during his or her term of office, and each Council member shall maintain residency within the District the Councilmember represents. If an elected officer of the City establishes his or her principal place of residence outside the municipality during his or her term of office, that person's elected office is automatically vacant. If an elected officer is absent from the City anytime during his or her term of office for a continuous period of more than 60 days without the consent of the governing body, that person's elected office is deemed vacant, and the procedures set forth in State Code shall be followed to fill the vacated office.

C. City Employee. No member of the governing body shall, upon taking office, be an employee of Ogden Valley. Any employee of Ogden Valley shall be entitled to run for office while a municipal officer or employee but, if elected, shall comply with the provisions of this Section or the Utah Code as amended, prior to taking office.

### **2.07.020 Election of Mayor and Council Members**

A. Elected. The Mayor shall be elected in an at-large municipal election held on the Tuesday after the first Monday in November, as provided in Utah Code. Members of the City Council shall be elected per district.

B. Procedure. The municipal elections and primary elections for mayor and members of the City Council shall be conducted in the manner provided by the Utah Municipal Election Code for fourth class cities.

C. Primary Elections. No primary elections shall be held for the offices of Mayor or City Council and all openings for such offices shall be filled at the November general municipal election of Ogden Valley, unless:

- 1. The number of candidates exceeds twice the number of offices to be filled; or

2. Primary election is otherwise required by law, in which cases a primary election shall be held in the manner provided in the Utah Code.

#### **2.07.030 Term of Office for Mayor and Council Members**

The elected Mayor and members of the City Council shall begin their term of office at noon on the first Monday in January following their election, and shall continue in office for four years thereafter and until their respective successors are chosen and qualified, except in case of death, resignation, removal, or disqualification from office pursuant to Utah Code.

#### **2.07.040 Vacancies in Office of Mayor or Council Member**

A. In accordance with Utah Code as amended, if any vacancy occurs in the office of Mayor or the City Council, the governing body shall appoint a registered voter in the City to fill the unexpired term of office vacated until the January following the next municipal election. This vacancy shall be filled in accordance with Utah Code Ann. § 20A-1-510.

#### **2.07.050 Oath of Office**

A. Required. In accordance with Utah Code as amended, before entering on their respective duties, all officers of Ogden Valley, whether elected or appointed, shall take the constitutional oath of office as set forth in the Constitution of Utah.

B. Time. Elected officials shall take their oath of office at noon on the first Monday in January following their election or as soon thereafter as is practical. Appointed officers shall take their oath of office at any time before entering on their duties.

C. Administered. The oath of office shall be administered by the City Recorder, any Judge, or any Notary Public.

D. Filed. All oaths of office shall be filed with the City Recorder.

E. Failure to Comply. No official act of any officer shall be invalid for the reason that he or she failed to take the oath of office.

#### **2.07.060 Crime Insurance and Bonds**

A. Required. Ogden Valley shall obtain Crime Insurance in accordance with Utah Code § 10-3-831 in an amount as set forth by resolution of the City Council.

B. Limitation on Treasurer's Bonds. In accordance with Utah Code as amended, the City Treasurer's bond may not be set at an amount less than that established by the State money management council pursuant to Utah Code

C. Filed. All Crime Insurance and bonds shall be filed with the City Recorder, except the City Recorder's bond, if different from the blanket bond, which shall be filed with the City Treasurer pursuant to Utah Code.

D. Premium Charge. In accordance with Utah Code as amended, the premium charged by a corporate surety for any official bond shall be paid by Ogden Valley.

E. Additional Bonds. The City Council may at any time require further and additional bonds of any or all elected or appointed officers of the City by resolution or ordinance pursuant to Utah Code as amended.

#### **2.07.070 Salaries**

A. Generally. In accordance with Utah Code elected and appointed officers of the City shall receive such compensation for their services as the governing body may fix by resolution, except to the extent the governing body has determined that such officers shall serve without compensation.

B. Adopting, Changing, or Amending Compensation. Upon its own motion, the governing body may review or consider the compensation of any officer or officers of the City or a salary schedule applicable to any officer or officers of the City for the purpose of determining whether it should be adopted, changed, or amended. In the event the governing body decides that the compensation or compensation schedules should be adopted, changed, or amended, it shall set a time and place of a public hearing at which all interested persons shall be given an opportunity to be heard. Notice of the time, place, and purpose of the meeting shall be published at least seven days prior thereto by a publication in at least one issue of a newspaper published in Weber County and generally circulated in Ogden Valley. After the conclusion of the public hearing, the City Council may enact an ordinance or resolution fixing, changing, or amending the compensation of any elected or appointed officer of the City or adopting a compensation schedule applicable to any officer or officers.

C. Monthly Compensation. The compensation of all City officers shall be paid at least monthly unless otherwise established by resolution.

#### **2.07.080 Failure to Qualify for Office**

Whenever any person duly elected to any office of the City fails to qualify for such office within 60 days after the date beginning of the term of office for which he or she was elected, such office shall thereupon become vacant and shall be filled as provided by law.

#### **2.07.090 Duties and Powers Defined**

The duties, powers, and privileges of all elected and appointed officers of the City shall be defined by the governing body pursuant to State Law.

#### **2.07.100 Official Neglect or Misconduct**

In accordance with Utah Code in case any officer of the City willfully omits to perform any duty, or willfully and corruptly commits oppression, misconduct, misfeasance, or malfeasance in office, the person, if guilty of a class A misdemeanor, shall be removed from office, and is not eligible for any City office thereafter.

#### **2.07.110 Transfer of Records**

Every officer and employee of the City, upon expiration of his or her term for any cause whatsoever shall, within five days after notification and request to do so, deliver to his or her successor all books and records which may be the property of the City.

## **CHAPTER 2.08 RECORDS ACCESS AND MANAGEMENT**

### **2.08.010 Intent for Records Access**

It is the City's intent to establish fair information practices to prevent abuse of personal information by the City while protecting the public's right of easy and reasonable access to unrestricted public records.

### **2.080.020 Adoption of State GRAMA**

Government records access and management in Ogden Valley shall be governed by the current version of the Utah Government Records Access and Management Act ("GRAMA"), as amended.

### **2.080.030 Administration to Be Set by Resolution**

The City shall adopt by resolution administrative rules governing record retention, records requests, fees, appeals process, records officers, and other administrative measures to comply with GRAMA.

## **CHAPTER 2.09 ENFORCEMENT PROCEDURES AND ADMINISTRATIVE HEARINGS**

- 2.09.010 Title and Purpose
- 2.09.020 Remedies not Exclusive
- 2.09.030 Notice of Violation
- 2.09.040 Service of Notice
- 2.09.050 Response to Notice of Violation and Request for Hearing
- 2.09.060 Administrative Hearing
- 2.09.070 Penalties and Fees
- 2.09.080 Abatement
- 2.09.090 Emergency Abatement
- 2.09.100 Recordation
- 2.09.110 Appeals

### **2.09.010 Title and Purpose**

This Chapter shall be known as the Ogden Valley Administrative Enforcement Ordinance. The purpose of this Chapter is to provide an efficient, effective mechanism for civil enforcement of the laws and ordinances of Ogden Valley while observing and protecting the rights of the citizens of the City to due process of law.

### **2.09.020 Remedies not Exclusive**

The existence or use of the procedures described in this Chapter shall not preclude the use by the City of other enforcement mechanisms unless prohibited by law.

### **2.09.030 Notice of Violation**

The City may issue to a person or entity believed to be in violation of a City law or ordinance a "Notice of Violation". The Notice of Violation shall be dated and shall state the name of the alleged violator, the address of the violation, the date(s) of the violation, the City laws or ordinances believed to have been violated, the steps the violator must take to cure the violation, the steps the City may take to enforce the law or ordinance allegedly violated, the penalties and fees that may be imposed if the violation is not corrected, a date by which the violation must be corrected to avoid imposition of penalties and enforcement action, and procedures by which the alleged violator may request an administrative hearing as described below.

### **2.09.040 Service of Notice**

The Notice of Violation and other notices required or contemplated by this ordinance, shall be hand-delivered to the alleged violator or posted in a conspicuous place on the affected property or mailed by U.S. Mail with delivery tracking. If these methods are unsuccessful in reaching the person, notice may be published in a newspaper of general circulation in the City.

### **2.09.050 Response to Notice of Violation and Request for Hearing**

A person who receives a Notice of Violation has a right to an administrative hearing. To receive a hearing, the alleged violator must request a hearing in writing. The request for hearing must be received by the City before the end of the tenth business day after the person's receipt of, or posting or publication of, the Notice of Violation. If no written request for hearing is received by the City within this time, the allegation in the Notice of Violation will be deemed by the City to



be true and to be the final administrative order of the City on the matter, the right to administrative appeal will be waived, and penalties and enforcement measures will be imposed.

#### **2.09.060 Administrative Hearing**

A. Within 45 days of receiving a written request for hearing, the City shall hold an administrative hearing. The hearing shall be conducted by an administrative law judge appointed by the Mayor with the advice and consent of the City Council. The administrative law judge may, but need not, be an employee of the City.

B. Notice of the hearing shall be given at least 14 days prior to the hearing. An alleged violator who fails to appear at an administrative hearing after the proper notice shall waive the right to an administrative hearing as if no hearing had been requested.

C. The hearing shall be a public meeting. The hearing shall be recorded or otherwise documented so that a true and correct transcript may be made of its proceedings.

D. Both the City and the alleged violator shall have the opportunity to speak and to call witnesses at the hearing. The administrative law judge may allow competent evidence and documents to be introduced at the hearing without observance of formal rules of evidence or procedure. Each side shall be allowed to question and cross-examine witnesses. Each side may be represented by an attorney, but if the alleged violator is to be represented by an attorney, that attorney shall contact the City attorney at least two business days prior to the hearing.

E. The City shall bear the burden of proof to establish the existence of a violation. Such proof shall be established by a preponderance of the evidence.

F. At the conclusion of the hearing, or within five business days thereafter, the administrative law judge shall issue a written order. The order shall find that the violation has or has not occurred. If the order finds that the violation has not occurred, the proceeding shall be dismissed. If the order finds that the violation has occurred, the order may impose penalties as provided in this or other City ordinances. The order may also direct the violator to cease and desist from the violation and may direct the City to abate the violation on its own as necessary. The order may give interim or temporary directives as necessary and may also embody agreements the two sides may make before, during or after the hearing.

#### **2.09.070 Penalties and Fees**

If the order issued after the administrative hearing finds that a violation has occurred, or if no hearing was requested, the City may impose penalties as specified in the law or ordinance found violated. In the absence of another applicable penalty provision, the City may impose a penalty not to exceed the maximum fine for a class C misdemeanor under Utah law per day of violation. In addition, the violator shall be assessed and required to pay all costs actually incurred by the City in abating and enforcing the law or ordinance in the case, and in holding the administrative hearing, if one was held, including but not limited to inspection costs, filing fees, title searches, equipment costs, attorney fees and administrative law judge fees.

#### **2.09.080 Abatement**

If the order issued after the administrative hearing finds that a violation has occurred, or if no hearing was requested, the City shall have authority to take reasonable measures to abate the

violation as specified in the order or Notice of Violation, including entering onto the property at the site of the violation and physically abating the violation.

**2.09.090 Emergency Abatement**

Nothing in this ordinance shall be construed to prohibit the City from taking emergency measures to immediately abate a violation when preservation of the life, safety or health of the public requires immediate action.

**2.09.100 Recordation**

The City may record the order issued by the administrative law judge, or, if no hearing was requested, the Notice of Violation, with the County Recorder, indexed to the property (if any) at which the violation occurred. If an order or notice is so recorded, and the violation is thereafter abated and the property comes into compliance, the City shall file with the County Recorder a notice of compliance retracting the stated violation within 30 days of the violation coming into compliance.

**2.09.110 Appeals**

Any person adversely affected by an administrative order issued following an administrative hearing under this ordinance may petition a Utah State District Court for review of the order pursuant to Utah Code within 30 days of the issuance of the order.



## **CHAPTER 2.10 DISPOSITION OF REAL PROPERTY**

2.10.010 Significant Parcel of Real Property

2.10.020 Notice of a Hearing

2.10.030 Fair Market Value

### **2.10.010 Significant Parcel of Real Property**

“Significant parcel of real property” owned by Ogden Valley is hereby deemed to include any real property owned by the City.

### **2.10.020 Notice of a Hearing**

Reasonable notice of a hearing on disposition by the City of real property is hereby deemed to require publication of the notice once in a newspaper of general circulation at least 14 days before the hearing and posting of the notice in at least three public places within Ogden Valley at least 14 days before the hearing.

### **2.10.030 Fair Market Value**

The City Council shall take whatever steps are necessary to insure, to the best of its ability, that the City obtains fair market value for any real property disposed of by the City.

## **CHAPTER 2.11 ETHICAL CONDUCT, CONFLICTS OF INTEREST & RECUSAL PROCEDURES**

- 2.11.010 Purpose
- 2.11.020 Municipal Officers and Employee Ethics Act
- 2.11.030 Definitions
- 2.11.040 Use of Office for Personal Benefit Prohibited
- 2.11.050 Nepotism Prohibited
- 2.11.060 Conflicts of Interest & Disclosure Generally
- 2.11.070 Compensation for Assistance in Transaction Involving Municipality
- 2.11.080 Interest in Entity Subject to City Regulation
- 2.11.090 Interest in Entity Conducting Business with the City
- 2.11.100 Private Investment and Interest Conflicts
- 2.11.110 Recusal Procedures
- 2.11.120 Avoiding the Appearance of Impropriety
- 2.11.130 Complaints Charging Violations
- 2.11.140 Penalties for Violation
- 2.11.150 Inducing Officer to Violate Ordinance Prohibited

### **2.11.010 Purpose**

The purpose of this ordinance is to earn the trust of city residents by promoting ethical government and avoiding any appearance of impropriety or bias in government services. Officials and employees are to conduct themselves in a manner that represents the City positively, by dressing professionally, using polite speech, refraining from derogatory language and personal attacks, and respecting views expressed by other officials, employees, and constituents.

This ordinance establishes standards of conduct for elected officials, appointed officers, employees, and volunteers serving on city boards, commissions, committees, agencies, councils, and foundations without regard to whether such individuals are compensated for their services. The ordinance also requires these persons to disclose actual or potential conflicts of interest between their public duties and their personal interests. Finally, the ordinance establishes recusal rules for determining whether a person's conflict of interest in a particular situation disqualifies the individual and the scope of such recusal.

Ethical practices by government personnel have special relevance in our modern world, as it directly affects the electorate's trust in their government. Ethical rules present a catalog of conduct that is prohibited, but such cannot be an exhaustive catalog, as the human imagination is sufficiently rich to discover a gap or loophole in ethical rules. Therefore, emphasis is put not on the letter of prohibition but the spirit of observance of ethical standards.

### **2.11.020 Municipal Officers and Employee Ethics Act**

Statutory provisions prohibiting certain conduct and governing conflicts of interest are outlined in the Utah Code. See Utah Code Ann. 10-3-1301, *et seq.* The statutory provisions are adopted

by this cross reference as the minimum rules of ethical conduct. To the extent these ordinances prescribe stricter ethical rules, the ordinances shall control.

### **2.11.030 Definitions**

A. Appointed Officer. Any person appointed to any statutory office or position or any other person appointed to any position of employment with the City. Appointed officers include, but are not limited to, persons serving on special, regular, part-time, or full-time committees, commissions, agencies, boards, councils, or foundations created by the governing body, whether or not such persons are compensated for their services. The use of the word "officer" in this part is not intended to make appointed persons or employees "officers" of the City according to any meaning that term may have elsewhere.

B. Assist. To knowingly act, or offer or agree to act, in such a way as to knowingly help, represent, aid, advise, furnish information to, or otherwise knowingly provide assistance to a person or business entity, believing that such action is of help, aid, advice, or assistance to such person or business entity and with the intent to so assist such person or business entity.

C. Business Entity. A sole proprietorship, partnership, association, joint venture, corporation, firm, trust, foundation, or other organization or entity used in carrying on a business.

D. Compensation. Anything of economic value, however designated, which is paid, loaned, granted, given, donated, or transferred to any person or business entity by anyone other than the City for or in consideration of personal services, materials, property, or any other thing or service which may have a value placed on it.

E. Elected Officer. Any person elected or appointed to the office of Mayor or Council Member.

F. Improper Disclosure. Disclosure of private, confidential, or protected information to any person who does not have both the right and the need to receive the information.

G. Municipal Employee. A person who is not an elected or appointed officer who is employed on a full, part-time, and volunteers serving in operational roles that exercise influence over decisionmaking, or statutory roles or commissions by Ogden Valley.

H. Private, Confidential, or Protected Information. Information classified as private, or protected under Chapter 2, Title 63 of the Government Records Access and Management Act or other applicable provisions of law.

I. Substantial Interest. The ownership, either legally or equitably, by an individual, his spouse, or his minor children, or an entity he controls, of at least 10 percent of the outstanding shares of a corporation or 10 percent interest in any other business entity.

J. Volunteer. A person serving on city boards, commissions, committees, agencies, councils, and foundations. Volunteers shall be considered "appointed officers" under this ordinance.

#### **2.11.040 Use of Office for Personal Benefit Prohibited**

A. No elected or appointed official shall:

1. Improperly disclose private, confidential, or protected information acquired by reason of his official position or use such information to secure special privileges or exemptions for him or others.
2. Use or attempt to use his official position to secure special privileges for himself or others; or
3. Knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift or loan for himself or another if the gift or loan tends to influence him in the discharge of his official duties, but this subsection does not apply to:
  - a. An occasional nonpecuniary gift having a value of less than \$50.
  - b. An award publicly presented.
  - c. Any bona fide loan made in the ordinary course of business.
  - d. Political campaign contributions if the contribution is actually used in a political campaign.

#### **2.11.050 Nepotism Prohibited**

A. No elected or appointed officer shall employ, appoint, or vote for the appointment of his or her father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law in or to any position or employment, when the salary, wages, pay, or compensation of such appointee will be directly supervised by a relative. It is unlawful for such appointee to accept or to retain such employment when his initial appointment thereto was made in contravention of the foregoing sentence by a person within the degrees of consanguinity or affinity therein specified having the direct power of employment or appointment to such position, or by a board or group of which such person is a member.

B. The provisions of this section shall not apply among others to the following employment situations:

1. Where the employee or appointee was appointed or employed by the City prior to the time during which said related person, acting as supervisor, assumed said public position therein.

2. Where the employee or appointee was or is eligible or qualified to be employed by a department or agency of the City as the result of his compliance with civil service laws or regulations and merit system laws or regulations or as the result of a certification as to his qualification and fitness by a department, agency, or subdivision of the state or City authorized so to do by law.

3. Where the employee or appointee was or is employed by the employing unit because he was or is the only person available, qualified, or eligible for the position.

C. Each day any such person, father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, nephew, niece, first cousins, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, is retained in office by any of said officials shall be regarded as a separate offense.

#### **2.11.060 Conflicts of Interest & Disclosure Generally**

A. A potential conflict of interest exists if a reasonable person might conclude that the private interests of an officer or employee could affect his carrying out his public duties and public actions in an objective and non-biased manner. If this question is answered affirmatively, an actual conflict exists and the individual must be recused from participating in any deliberations or votes underlying the public duties and public actions affected by the conflicted matter. Recusal is an objective test using the “reasonable man” standard and may be required under these rules even though the official or employee believes no actual conflict exists or that the conflict will not affect his carrying out his public duties.

B. Conflicts of interest vary greatly and depend on the facts and circumstances. Some general guidance on identifying conflicts includes:

1. Utah Code Ann. § 10-3-1301, *et seq.* identifies several situations that may give rise to a potential conflict of interest, which an official, employees or subcontractor must disclose. These situations are elaborated upon in the following subsections—Sections 2.11.070 – 2.11.100.
2. A direct conflict arises where the officer or employee faces a private benefit or detriment resulting from the public decision or action.
3. An indirect conflict of interest arises where the private benefit or detriment flows to a relation or friend of the official or employee, or to a group or association which hold some share of a person’s loyalty.
4. Mere membership itself in a group or organization shall not be considered a conflict of interest, unless a reasonable person would conclude that such membership in itself could prevent an objective consideration of the matter.

**C. A potential conflict must be disclosed in a sworn written statement filed with the City. The City will from time to time publish a disclosure form to be used for this purpose. An individual must file and update (if necessary) such statement in connection with campaigning for office, upon becoming an officer or employee, and in January each year**

**while serving as an officer or employee. If the individual becomes aware of a potential conflict of interest after the foregoing reporting dates, the individual must file an updated statement as soon as possible.**

#### **2.11.070 Compensation for Assistance in Transaction Involving Municipality**

##### **A. Compensation.**

1. No elected or appointed officer or municipal employee may knowingly receive or agree to receive compensation for assisting any person or business entity in any transaction involving the City in which he/she is an officer unless he files with the Mayor a sworn statement giving the information required by this Section, and if an elected or appointed officer disclosed the same in open meeting to the members of the body of which he is a member immediately prior to the discussion the information required by this Section.
2. No municipal employee may knowingly receive or agree to receive compensation for assisting any person or business entity in any transaction involving the City unless he discloses the information required by this Section to his immediate supervisor and any other municipal officer or employee who may rely upon the employee's representations in evaluating or approving the transaction.

**B. Disclosure Statement.** The statement required to be filed by this Section shall be filed ten days prior to the date of any agreement between the elected or appointed officer or municipal employee and the person or business entity being assisted or ten days prior to the receipt of compensation by the business entity, whichever is earlier. The statement is public information and shall be available for examination by the public.

**C. Disclosure Information.** The statement and disclosure shall contain the following information:

1. The name and address of the officer or employee.
2. The name and address of the person or business entity being or to be assisted or in which the appointed or elected official has a substantial interest.
3. A brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed.

#### **2.11.080 Interest in Entity Subject to City Regulation**

**A. Required.** Every appointed or elected officer or municipal employee who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the City, shall disclose the position held and the nature and value of his interest upon first becoming appointed, elected, or employed by the City and again at any time thereafter if the elected or appointed officer's or employee's position in the business entity



has changed significantly or if the value of his interest in the entity has increased significantly since the last disclosure.

B. Form. The disclosure shall be made in a sworn statement filed with the Mayor. The Mayor shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received by him.

C. Exceptions. This Section does not apply to instances where the value of the interest does not exceed \$5,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

#### **2.11.090 Interest in Entity Conducting Business with the City**

Every appointed or elected officer or employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with Ogden Valley, shall publicly disclose, to the members of the body of which he is a member, or by which he is employed, immediately prior to any discussion by such body, concerning matters relating to such business entity, the nature of his interest in that business entity. The disclosure statement shall be entered in the minutes of the meeting. Disclosure by a municipal employee under this Section is satisfied if the employee makes the disclosure in a manner required in this Chapter.

#### **2.11.100 Private Investment or Interest Conflicts**

Any personal interest or investment by a municipal employee or by any selected or appointed official of the City which creates a conflict between the employee's or official's personal interests and his public duties shall be disclosed in open meeting to the members of the governing body in the manner required in this Chapter.

#### **2.11.110 Recusal Procedures**

A. In order to assure the public that the City's officers and employees are carrying out their duties and activities in an objective and non-biased manner, the decision whether to recuse an individual due to a potential conflict of interest must be made by an independent party without the individual being one of the decision makers. Nevertheless, the individual has the right to make a factual presentation and argument with respect to the recusal issue in a public meeting with the City Council. An individual may also choose to exclude themselves, without council determination.

B. Initially the recusal decision maker shall be the City Council, excluding the individual if he is a Council member. As the City government matures, the responsibility for considering recusal decisions, may be spread among two or more bodies within the City government.

C. The individual with the potential conflict of interest must request that the City Council decide whether recusal is appropriate under the circumstances. Another officer or employee also may initiate a recusal request.



D. A decision to recuse an individual due to an actual conflict of interest shall be made by simple majority vote by the City Council or successor bodies.

E. Once a recusal proceedings is requested, the individual must:

1. Be excused from any meeting where the discussion and action occur.
2. Refrain from ex parte communications with any other official or employee regarding the conflicted matter or the recusal determination.
3. Abstain from voting on the action.
4. Abstain from commenting on the conflicted matter or participating in deliberations with respect to the matter.

F. In the event an official or employee is recused with respect to a conflicted matter, the individual shall continue to follow the proscriptions specified in this paragraph with respect to the conflicted matter.

G. The City Council or other decision-maker must create a written record memorializing the recusal vote and the underlying factual and legal rationale in support of this decision.

#### **2.11.120 Avoiding the Appearance of Impropriety**

Each employee shall conduct his official affairs in such a manner that will give the clear impression that he cannot be improperly influenced in the performance of his official duties.

#### **2.11.130 Complaints Charging Violations**

Any complaint alleging a violation of this Chapter by a City officer or municipal employee shall be filed and handled in accordance with Utah Code § 10-3-1311. If the City has established a municipal ethics commission, complaints shall be filed with or processed by that commission as provided by law. If the City has not established a municipal ethics commission, complaints shall be filed with or forwarded to the Political Subdivisions Ethics Review Commission pursuant to Title 63A, Chapter 15.

#### **2.11.140 Penalties for Violation**

In addition to any penalty contained in any other provision of law, including but not limited to the Utah Code, any person who knowingly and intentionally violates this Chapter shall be guilty of a class B misdemeanor.

#### **2.11.150 Inducing Officer to Violate Ordinance Prohibited**

It is a class B misdemeanor for any person to induce or seek to induce any appointed or elected officer or municipal employee to violate any of the provisions of this ordinance.

## **CHAPTER 2.12 OPEN AND PUBLIC MEETINGS**

2.12.010 Title

2.12.020 Purpose

2.12.030 Application of the Utah Open and Public Meetings Act

2.12.040 Electronic Meetings

2.12.050 Approval of Minutes

### **2.12.010 Title**

This Chapter is known as the “Ogden Valley Open and Public Meetings Ordinance.”

### **2.12.020 Purpose**

The City believes that its government exists to aid in the conduct of the people’s business. It is the intent of the City to take all of its actions openly and conduct all of its deliberations openly.

### **2.12.030 Application of the Utah Open and Public Meetings Act**

All meetings, proceedings and other activities of all councils, boards, commissions, agencies and authorities established under the authority of this Title shall be governed by the provisions of the Utah Open and Public Meetings Act, Title 52, Chapter 4, Utah Code, as said Act may be amended from time to time.

### **2.12.040 Electronic Meetings**

A. All councils, boards, commissions, committees, agencies and authorities established under the authority of this Title may hold and conduct electronic meetings in accordance with this Section and the requirements of applicable Utah law.

B. Electronic meetings shall comply in all respects with the requirements of the Utah Open and Public Meetings Act, Title 52, Chapter 4, Utah Code (as amended from time to time), including providing required public notice of all meetings.

C. Notice of an electronic meeting to be held by any public body shall be given to each member of the body prior to the electronic meeting in the manner and time provided by the Open and Public Meetings Act in order to allow all members the opportunity to participate in the meeting electronically.

D. All electronic meetings (except for permissible closed meetings under the Open and Public Meetings Act) shall be held in a location that allows attendance by the public at the electronic meeting.

E. A recording and written minutes of all electronic meetings shall be made as required by the Open and Public Meetings Act.

### **2.12.050 Minutes**

Minutes shall be kept and approved in accordance with Utah Code Ann. Section 52-4-203, or as may otherwise be amended.

**OGDEN VALLEY  
Municipal Code**

**TITLE 4 REVENUE AND FINANCE**

**CHAPTER 4.01 FISCAL POLICIES AND PROCEDURES**

**CHAPTER 4.02 PROCUREMENT**

**CHAPTER 4.03 SALES AND USE TAXES**

**CHAPTER 4.04 PROPERTY TAXES**

**CHAPTER 4.05 FRANCHISE FEES (RESERVED)**

**CHAPTER 4.06 IMPACT FEES (RESERVED)**

**CHAPTER 4.01 FISCAL POLICIES AND PROCEDURES**

4.01.010 Capital Facilities Planning and Procedures

4.01.020 Investments

**4.01.010 Capital Facilities Planning and Procedures**

A. Definitions. For purposes of this Section, the following words and phrases shall have the meanings set forth below, unless a different meaning is expressly provided in this Section and specifically stated to apply. Any term not expressly defined herein shall be construed in a manner consistent with, and intended to effectuate, the Utah Uniform Fiscal Procedures Act and to protect the City's fiscal interests.

1. Capital Facilities Project Budget. The authority to expend funds for specific capital facilities projects as authorized in the annually adopted City budget and subsequent budget resolutions.
2. Capital Facilities Project Fund. Any of the several funds created in the City's annual budget which account for financial resources to be used for acquisition or construction of capital facilities projects.
3. Capital Facilities Plan. The five-year plan approved and adopted by the City Council for the scheduling, financing and construction of capital facilities to be undertaken by the City in the next fiscal year and projected to be undertaken in the following four fiscal years. The Capital Facilities Plan is not adopted as part of the Ogden Valley City General Plan, but should be consistent with such Plan.
4. Capital Facilities Project. An activity set forth in the Capital Facilities Plan for the acquisition of property, the construction of new facilities, or the physical betterment or improvement of City property including but not limited to:
  - i. Design and construction of any addition to the City's physical plant, including buildings, streets, utility lines, parks, or other public facilities; or
  - ii. Rehabilitation or reconstruction of an element of the City's physical plant to increase capacity; and

- iii. Is projected to cost more than thirty thousand dollars (\$30,000). Project cost shall include all phases, components, soft costs, and related work, regardless of whether such components are bid or contracted separately.

5. Capital Facilities Reserve. Appropriations made to a capital facilities fund from estimated revenue or fund balance for the purpose of financing future specific capital facilities identified in the Capital Facilities Plan.

#### B. Capital Facilities Plan.

1. By December 31<sup>st</sup> of each year, beginning in December 2026, the Mayor, with assistance of City staff, shall prepare and submit to the City Council an annual capital facilities plan. This plan shall include a summary of each capital facilities project and, at least, the following information:
  - a. A statement of the purpose.
  - b. A description of proposed projects, including:
    - i. Sufficient narrative to facilitate prioritization of the project, and
    - ii. A vicinity map and/or description of the proposed location of the project,
  - c. Current status of any related projects.
  - d. A description of known risks, regulatory constraints, and dependencies that may affect cost or schedule. Cost estimates shall include inflation assumptions and recommended contingency levels.
  - e. The anticipated schedule and estimated budget for planning and design, land acquisition, construction and any other associated capital facilities needs associated with the project.
  - f. Proposed source of funding or other funding resources that might be available.
  - f. A numerical priority City staff would assign to the project as compared to other capital improvement projects.

#### C. Budget Restrictions.

1. Capital facilities projects shall be funded only by monies appropriated in the Capital Facilities Budget.
2. Monies appropriated for a specific capital facilities project shall not be used for another capital facilities project without the approval of the City Council. No transfer shall occur

unless the City Council makes written findings that the transfer will not impair completion of the originally funded project.

3. When a specific capital facility project is complete, any balance remaining in the applicable capital project fund shall be transferred as follows:
  - a. If required by debt covenants, to the appropriate debt service fund;
  - b. For capital facilities projects, to the capital facilities reserve fund corresponding to the fund or funds from which the project was originally financed, and no remaining balance shall be transferred to any fund other than the fund from which the monies were appropriated or derived, except as expressly required by law or applicable debt covenants.
4. A contingency account shall be created within the capital facilities project budget for each capital facilities fund which shall be used only for cost overruns of an authorized capital facilities project. The amount of contingency fund monies which may be used for any one capital facilities project shall not exceed 10 percent of the budgeted cost of such project unless otherwise approved by the City Council. Use of contingency funds shall require written justification demonstrating that the cost overrun was unforeseeable and not the result of inadequate planning or contract management.
5. A capital facilities reserve fund shall be created for accumulation of resources needed for future capital facilities projects. Reserves may accumulate from fiscal period to fiscal period until the accumulated total is sufficient to permit economical expenditure for a particular capital facilities project. Disbursements from such reserves shall be made only by transfer to a revenue or transfer account within the capital facilities project fund, under a budget appropriation in a budget for the fund adopted in the manner provided by the Uniform Fiscal Procedures Act for Utah Cities, Utah Code. If monies are intended for specific projects, pending final design or other conditions of funding, the fund balance may be identified by a separately designated fund balance account.
6. All transfers from capital facilities reserve funds shall be reported to the City Council within ten (10) business days.

D. Capital Facilities Project Reporting. No later than December 31<sup>st</sup> of each year, starting December 2026, the Mayor, with the assistance of City staff, shall submit to the City Council a report on the status of each active capital facilities project. This report shall include at least the following information:

1. Budgeted amount for the project;
2. Estimated total cost, as revised by final design estimates, actual contract amounts, or cost overruns;
3. The cost to date;
4. Description and review of anticipated cost overruns;
5. Estimated completion date;

6. Whether the project is on schedule; and
7. Changes, if any, in anticipated funding.
8. If a project is behind schedule or over budget, the report shall identify causes, responsible parties, and proposed corrective actions.

E. Emergency Expenditures.

1. In the event an "emergency", as defined in Subsection 3 of this Section, occurs in the construction of a capital facilities project, which emergency requires an expenditure in excess of the amount budgeted for the project including a ten percent (10 %) contingency, the applicable city council member over the department may authorize, with approval of the Mayor, such expenditure from the following monies, subject to meeting the requirements of Subsection (2) of this Section:
  - a. The fund contingency account; and
  - b. Monies designated for other specific capital facilities projects within the applicable fund.
  - c. Emergency authorization shall not be used to circumvent competitive procurement, budgeting processes, or City Council oversight.
2. If expenditures are made for an emergency pursuant to Subsection 1 of this Section, the Mayor shall notify the City Council of such expenditure and shall within thirty (30) days submit to the City Council a report which describes the nature of the emergency and the source of additional funding. The City Council may review such budgetary action at the next available City Council meeting following submission of the report. As part of such review, the City Council may either ratify the source of funds used or take such other budgetary actions as are determined to be appropriate in order to fund the costs of such emergency. All emergency expenditures shall be subject to an internal audit within ninety (90) days to verify necessity, compliance, and proper documentation.
3. As used in this Section, "emergency" shall mean any circumstance or situation not reasonably anticipated as part of the capital facilities project which:
  - a. Threatens immediate injury or damage to persons or property; or
  - b. Would delay the capital facilities project and thereby:
    - i. Substantially affects life, property, health or convenience of the public; or
    - ii. Significantly increase the project cost authorized and approved under construction contracts for the project.



F. Conflicting Provisions. To the extent provisions of this Section impose stricter requirements or higher standards than required by the provisions of the Utah Uniform Fiscal Procedures Act for Utah Cities the provisions of this Section shall apply unless prohibited by the Act.

#### **4.01.020 Investments**

A. Policy. It shall be the policy of Ogden Valley to invest public funds in a manner which will provide for safety of principal, capital, liquidity, and rate of return, respectively. It shall also be the policy of the City that all invested funds shall be made in accordance with applicable State and local statutes, specifically the Money Management Act of the State of Utah which provisions are hereby incorporated as a part of this policy.

B. Scope. This investment policy shall apply to all financial assets of the City including all component units. These fund units are accounted for in the City of Ogden Valley's Annual Financial Report. Any new fund created will also be subject to this investment policy. Additional component units shall be subject to this investment policy subject to State statute and rulings of the Money Management Council.

C. Prudence. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

D. Objective. The primary objectives, in priority order of Ogden Valley City's investment activities shall be:

1. Safety. Safety of principal/capital is the foremost objective of the investment program. Investments of Ogden Valley City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. Liquidity. The City of Ogden Valley's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements which might be reasonably anticipated.
3. Return of Investment. The City of Ogden Valley's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.



E. Delegation of Authority. Authority to manage Ogden Valley City's investment program is derived from the Utah Code. The responsibility for conducting investment transactions is hereby delegated to the City Treasurer who shall establish procedures for the operation of the investment program consistent with this investment policy, and subject to the City's organizational structure as established. No person may engage in an investment transaction except as provided under the terms of this Title and the general financial policies and procedures as adopted by the City.

F. Ethics and Conflicts of Interest. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism worthy of the public trust and in accordance with the provisions of Chapter 2.17. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper executions of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall avoid any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further avoid any large personal financial/investment positions that could be related to the performance of the City of Ogden Valley's portfolio. It shall be the responsibility of employees and investment officials to report to the Mayor any conflicts of interest as stated in this subsection of the investment policy.

G. Authorized Investments. Investments shall be made in compliance with the Utah State Money Management Act.

H. Authorized Dealers and Institutions. The City of Ogden Valley will restrict the purchase of securities, and make investments only with dealers and institutions which are qualified by the Money Management Council and any other applicable Sections or rules as may be found in the Money Management Act.

I. Maximum Maturities. To the extent possible, Ogden Valley City will attempt to match investments with anticipated cash requirements. Unless matched to a specific cash flow, the City of Ogden Valley will not directly invest in securities maturing more than one year from date of purchase.

J. Internal Control. The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

K. Performance Standards. The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the City of Ogden Valley's investment risk constraints and cash flow needs. In keeping with State of Utah statute and Ogden Valley City's investment strategy, funds will be placed for investment and not speculation.

L. Reporting. The Treasurer will report the status of investments as requested by the Mayor and or City Council.

## **CHAPTER 4.02 PROCUREMENT**

### **4.02.010 Purchasing**

#### **4.02.010 Purchasing**

The City does hereby adopt Utah Code Ann. § 63G-6a in its entirety as its procurement code, and any other state statutes related to procurement related obligations. Where this Title imposes stricter requirements than Utah Code Ann. § 63G-6a, the stricter City requirement shall apply unless prohibited by State law. All officers and employees participating in procurement shall file written conflict-of-interest disclosures prior to involvement in any procurement action.

## **CHAPTER 4.03 SALES AND USE TAXES**

4.03.010 Title

4.03.020 Administration

4.03.030 Effective Date

4.03.040 Municipal Sales And Use Tax

4.03.050 Municipal Energy Sales and Use Tax

4.03.060 Municipal Transient Room Tax

4.03.070 Reserved

4.03.080 Penalties

4.03.090 Severability

### **Chapter 4.03.010 Title**

This Chapter shall be known as the "Ogden Valley Sales and Use Tax Ordinance." It is adopted pursuant to the authority granted to municipalities under Utah Code Titles 10 and 59, as amended.

### **4.03.020 Administration**

The taxes imposed under this Title shall be administered, collected, and enforced in accordance with applicable provisions of Utah law.

### **4.03.030 Effective Date**

This section shall become effective immediately upon Certification of the City by the Utah Lieutenant Governor.

### **4.03.040 Municipal Sales and Use Tax**

A municipal sales and use tax is hereby imposed pursuant to Utah Code §59-12-204 on all taxable sales and uses within Ogden Valley City. The rate of the municipal sales and use tax shall be 1.00 percent, or such other rate as may be authorized by state law. The tax shall be collected and administered by the Utah State Tax Commission in accordance with Utah Code Title 59, Chapter 12.

### **4.03.050 Municipal Energy Sales and Use Tax**

A municipal energy sales and use tax may be imposed pursuant to Utah Code §10-1-301 et seq. on the sale and use of taxable energy within Ogden Valley City, by formal resolution or ordinance. The tax shall be collected and remitted by energy suppliers as provided in Utah Code Title 10, Chapter 1, Part 3.

### **4.03.060 Municipal Transient Room Tax**

A municipal transient room tax may be imposed pursuant to Utah Code §59-12-352 on the rental of taxable accommodations within Ogden Valley City, by formal resolution or ordinance. The tax shall be collected and administered by the Utah State Tax Commission in accordance with Utah Code Title 59, Chapter 12.

#### **4.03.070 RESERVED**

#### **4.03.080 Penalties**

Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine in an amount not less than \$1,000 or imprisonment for a period of not more than six months, or by both such fine and imprisonment. The City may also impose civil penalties, including interest, administrative fees, and costs of collection.

#### **4.03.090 Severability**

If any section, subsection, sentence, clause, phrase or portion of this section, including but not limited to any exemption is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section. It is the intention of the city council that each separate provision of this section shall be deemed independent of all other provisions herein.

## **CHAPTER 4.04 PROPERTY TAXES**

4.04.010 Authority

4.04.020 Continuation of Prior Municipal Services Rate

4.04.030 Truth in Taxation for Future Changes.

4.04.040 Administration and Collection

4.04.050 No Additional Levy

4.04.060 Severability

### **4.04.010 Authority.**

The City may levy a property tax pursuant to Utah Code Title 10, Chapter 6, and Utah Code Title 59, Chapter 2, as amended.

### **4.04.020 Continuation of Prior Municipal Services Rate.**

Upon incorporation, the City adopts and imposes a municipal property tax at the same rate previously levied by Weber County as the Municipal Unincorporated Services tax applicable to the territory now within the City. This rate remains in effect unless and until modified by ordinance of the City Council.

### **4.04.030 Truth-in-Taxation for Future Changes.**

Any increase in the municipal property-tax rate shall comply with Utah's Truth-in-Taxation requirements under Utah Code Title 59, Chapter 2, Part 9.

### **4.04.040 Administration and Collection.**

The municipal property tax imposed by the City shall be assessed and collected by Weber County in accordance with Utah law, unless the City designates a different method by ordinance.

### **4.04.050 No Additional Levy.**

The municipal property tax imposed under this Chapter is a continuation of the previously applicable Municipal Unincorporated Services tax and does not constitute an additional or new tax burden on residents.

### **4.04.060 Severability.**

If any provision of this ordinance is declared invalid, the remaining provisions shall remain in full force and effect.

## **CHAPTER 4.05 FRANCHISE FEES (RESERVED)**

## **CHAPTER 4.06 IMPACT FEES (RESERVED)**



**OGDEN VALLEY CITY  
Municipal Code**

**TITLE 5 PUBLIC HEALTH AND SAFETY**

CHAPTER 5.01 STATE CRIMINAL CODE  
CHAPTER 5.02 NUISANCE ABATEMENT  
CHAPTER 5.03 (RESERVED)  
CHAPTER 5.04 NOXIOUS WEED CONTROL  
CHAPTER 5.05 FLOOD DAMAGE PREVENTION  
CHAPTER 5.06 (RESERVED)  
CHAPTER 5.07 CIVIL INFRACTIONS

**CHAPTER 5.01 STATE CRIMINAL CODE**

**5.01.010 Adoption of State Criminal Code**

A. The Utah Code is adopted by reference and are made a part of the Ogden Valley City Code and shall take effect and be controlling within the limits of the City; provided, however, this Chapter is not intended to and does not purport to grant to the City any power or jurisdiction not specifically or by implication granted by law.

B. Any crimes specified within Titles 76 and 58 which are designated felonies are specifically excluded from inclusion in this Chapter.

**5.01.020 Failure to Appear**

Any person who willfully fails to appear before the Court pursuant to a citation issued by the Weber County Sheriff's Department under the provisions of Utah Code is guilty of a class B misdemeanor, regardless of the disposition of the charge upon which he or she was originally cited.

## **CHAPTER 5.02 NUISANCE ABATEMENT**

- 5.02.010 Noise
- 5.02.020 Smoke
- 5.02.030 Heat and Associated Glare
- 5.02.040 Vibrations
- 5.02.050 Fly Ash, Dust Fumes, Vapors, Gases, and Other Forms of Air Pollution
- 5.02.060 Liquid and Solid Wastes
- 5.02.070 Odors
- 5.02.080 Outdoor Lighting and Glare
- 5.02.090 Junk, Rubbish, Weeds and Debris
- 5.02.100 Excessive Motor Vehicle Noise
- 5.02.110 Sale or Use of Fire Works
- 5.02.120 Unlawful Discharge of Weapons
- 5.02.130 Public Nuisance Enforcement and Penalty

### **5.02.010 Noise**

A. Utah Code grants Municipalities the right to “declare what shall be a nuisance, and abate the same, and impose fines upon persons who may create, continue or suffer nuisances to exist.”

Exercising this right, Ogden Valley City declares the following applies to all properties within the Ogden Valley City Corporate limits:

This chapter establishes minimum standards to:

1. Reduce the making and creation of excessive, unnecessary, or unusually loud noises within the limits of the city; and
2. Prevent excessive, unnecessary, or unusually loud noises that are prolonged, unusual, or unreasonable in their time, place, or use, and that affect and are a detriment to public health, comfort, convenience, safety, or welfare of the residents of the city; and
3. Secure and promote the public health, comfort, convenience, safety, welfare and the peace and quiet of the residents of the city.

### **B. Definitions**

1. A-weighted sound level (dBA). A sound level measured using the A-weighted scale on a sound level meter. Sound levels shall be measured with a sound level meter that meets the American National Standards Institute (ANSI) standard S1.4-1983 (R2006) or IEC 61672 requirements. Measurements shall be made using the “A weighted” filter of the sound level meter. Impulsive type noises shall be measured using an integrating meter that complies with these standards and uses the same measurement procedure.
2. Noise. Sound that is loud, excessive, or unreasonable under the circumstances.

3. Plainly audible. Sound that can be clearly heard by a person of normal hearing outside the property boundary from which the sound originates.
4. Quiet hours. 10:00 p.m. to 7:00 a.m.
5. In Agricultural zones, routine and normal agricultural operations are exempt from the noise limitations and protected under Utah Code § 17-15-1 et seq. (Utah Right to Farm Act).

#### C. General Prohibition

1. No person shall create or allow noise that is unreasonable and plainly audible beyond the property line, considering the time of day, duration, and rural character of the area; or
2. In times when fireworks are permitted to be used, they shall not be used in a way that is unreasonable or harasses neighbors or livestock; or
3. At any point on the property line exceeds the decibel levels shown Table 1. Sound level measurements are preferred, but not required, for enforcement.

Property Use	Table 1. Noise Limits	
	Daytime (7 a.m.–10 p.m.)	Nighttime (10 p.m.–7 a.m.)
Residential / Agricultural	60 dBA	50 dBA
Commercial	65 dBA	55 dBA
Industrial	70 dBA	65 dBA

#### D. Construction Activity

1. Daytime Construction: Shall not exceed 75 dBA at the property line.
2. Nighttime Construction: Prohibited unless approved by permit and notice given to affected residents.
3. Mitigation: Contractors shall use best practices (mufflers, scheduling, barriers) to minimize noise.
4. Violations may result in fines up to \$500 per occurrence and/or suspension of work permits. Repeat violations may lead to stop-work orders.

#### E. Exemptions. This chapter does not apply to:

1. Agricultural operations conducted in the normal course of business
2. Emergency vehicles, alarms, and emergency responses

3. Authorized public events, fairs, rodeos, and celebrations
4. Government, school, or church activities
5. Utilities, irrigation systems, and water delivery infrastructure
6. Lawfully conducted firearm use and hunting activities

F. Special events, parties, celebrations or other occurrences that will exceed the above noise levels may be granted a temporary use permit at the discretion of the Ogden City Council.

G. Enforcement

1. Authority: The County Sheriff or designated enforcement officer shall enforce this ordinance.
2. Violation: Any person or entity violating this ordinance shall be subject to:
  - a. First offense: Written warning.
  - b. Second offense: Fine up to \$250.
  - c. Subsequent offenses: Fine up to \$500 per occurrence.

II. Authority to Grant Variances. The Ogden Valley City Council may, in its discretion, grant variances from the requirements of this subsection in accordance with applicable law.

**5.02.020 Smoke**

A. Purpose. The purpose of this ordinance is to protect the health, safety, and comfort of city residents by reducing excessive or harmful wood-smoke emissions. Wood smoke can be injurious to health, offensive to the senses, and interfere with the enjoyment of property, and therefore may constitute a nuisance under Utah law. Utah Code § 76-10-801.

B. Definitions. For the purposes of this ordinance:

1. “Wood-burning device” means any fireplace, wood stove, pellet stove, fire pit, chiminea, outdoor boiler, or similar appliance that burns wood or other solid fuel.
2. “Visible emissions” means smoke that is visible to the naked eye.
3. “Nuisance wood smoke” means wood-smoke emissions that:
  - a. are injurious to health, offensive to the senses, or interfere with the comfortable enjoyment of life or property; or

- b. cross onto neighboring property in such quantity, density, or duration that a reasonable city resident would find them objectionable.

C. Prohibited Conduct

1. It is unlawful for any person within City limits to operate a wood-burning device in a manner that creates nuisance wood smoke.
2. The following conditions constitute prima facie evidence of nuisance wood smoke:
  - a. Visible emissions crossing onto neighboring property for more than 15 consecutive minutes.
  - b. Repeated smoke intrusions occurring on two or more days within a 30-day period.
  - c. Burning wet or unseasoned wood, or burning prohibited materials such as garbage, plastics, treated wood, construction debris, or yard waste.
  - d. Operating a wood-burning device during a Weber County or Utah Division of Air Quality burn restriction unless exempt.

D. Exemptions. The following are exempt from this ordinance:

1. Wood-burning devices used as a source of heat for a residence.
2. Outdoor fires used for public safety, firefighter training, or agricultural burning authorized by Weber County or the State of Utah.
3. Cooking fires using clean, dry wood or charcoal, provided they do not create nuisance wood smoke.
4. Ceremonial or community fires approved by the city, provided they are conducted in a manner that minimizes smoke impacts.

E. Enforcement. The City may enforce this ordinance through:

1. Warning notices;
2. Administrative citations;
3. Orders to cease operation of the wood-burning device until corrective measures are taken.
4. Each day a violation continues constitutes a separate offense.

F. Penalties.

1. First violation: Written warning.
2. Second violation within 12 months: Fine up to \$100.
3. Third and subsequent violations within 12 months: Fine up to \$300, and the City may require temporary suspension of the wood-burning device until compliance is demonstrated.

G. Severability. If any section of this ordinance is found invalid, the remaining sections shall remain in full force and effect.

#### **5.02.030 Heat and Associated Glare**

Any activity or process producing intense heat and associated glare shall be performed within a completely enclosed building or behind a sight obscuring fence in such a manner as not to create a nuisance or hazard beyond the property lines.

#### **5.02.040 Vibration**

No vibration, which is originated from a process or operation on a parcel or property, shall be permitted which is discernible beyond the lot line to the human sense of feeling for three minutes or more duration in any one hour of the day between the hours of 7 a.m. and 7 p.m., or of 30 seconds or more duration in any one hour during the hours of 7 p.m. and 7 a.m.

#### **5.02.050 Fly Ash, Dust Fumes, Vapors, Gases, and Other Forms of Air Pollution**

A. No emission shall be permitted from any source whatsoever of such quantities of air contaminants or other materials which can cause damage to health, animals, vegetation, or property, or which can cause any excessive soiling.

B. Excessive soiling as used in this Title means the deposition or accumulation of particulate matter, dust, smoke, soot, ash, or other airborne materials on surfaces in quantities, duration, or frequency that unreasonably interfere with the normal use and enjoyment of property, cause damage to property, or require repeated or extraordinary cleaning beyond ordinary maintenance.

#### **5.02.060 Liquid and Solid Wastes**

No materials deemed hazardous by the Utah Department of Environmental Quality, the United States Environmental Protection Agency, or any other body having jurisdiction, shall be discharged in a public or private sewerage system, upon the ground, below the ground, into a storm drain system, or in any other manner which would endanger the normal operation of the public or private water or sewerage system, the storm drainage system, contaminate soil, or would harm the water aquifer.

#### **5.02.070 Odors**

A. No emission of odorous gases or other odorous matter shall be permitted in such quantities as to be offensive in such a manner that annoys, injures, or endangers the comfort, repose, health, or safety of a person.

B. When as many as three complaints of an objectionable odor situation are registered with the City, or earlier, at the option of the City, it shall be the responsibility of the City to investigate the complaints by interview with the complainants, and/or other occupants of the area of concern to determine the source or sources of odorous matter and the circumstances surrounding its emission.

C. When necessary to ascertain the presence or absence of an objectionable odor, the determination shall be made by the City, using a panel of five people appointed by the Mayor, consisting of not more than two members of the City Council.

D. An odor shall be deemed objectionable for the purpose of this regulation when a majority of the members of the panel exposed to the odor determine that it does or tends to annoy, injure, or endanger the comfort, repose, health, or safety of a person, or which in any way renders a person insecure in life or the use of property.

E. If the panel determines that a person is causing or permitting the emission of an objectionable odor, that person shall take all steps required by the City to control the objectionable odor.

F. Odor-producing materials shall be stored and handled in a manner such that odors produced from such materials are confined. Accumulation of odor-producing materials resulting from spillage or other escape is prohibited.

#### **5.02.080 Outdoor Lighting and Glare**

Chapter 108-16 of the Weber County Code, entitled "Outdoor Lighting," is hereby adopted and incorporated by reference into this Code, as of the date of adoption, provided that all references to Weber County or the County therein shall be construed to mean Ogden Valley City and its respective governing bodies, officers, and employees.

#### **5.02.090 Junk, Rubbish, Weeds and Debris**

A. Section 108-7-6 of the Weber County Code, entitled "Garbage, Junk, And Weeds Unlawful" is hereby adopted and incorporated by reference into this Code, as of the date of adoption, provided that all references to Weber County or the County therein shall be construed to mean Ogden Valley City and its respective governing bodies, officers, and employees.

B. In accordance with Weber County Code Section 101-2-11:

1. "Junk" means all discarded metals, scrap metals, iron, glass, paper, wood, building materials, plastics, or fiberglass which may have value secondhand but not in their present condition; unused or discarded bicycles, tricycles, or other similar items or parts thereof; waste paper products; unused or discarded building materials, machinery, machinery parts, or lumber; accumulations of dirt, gravel, ashes, or fire remains; inoperable or abandoned vehicles or vehicle parts; or any other waste materials.
2. "Junkyard" means the use of any lot, portion of lot, or tract of land for the storage of salvage materials, keeping or abandonment of junk, including but not limited to, scrap metals or other scrap material, debris, or for the dismantling, demolition or abandonment of automobiles, or other vehicles, or machinery or parts thereof; providing that this



definition shall not be deemed to include such uses which are clearly accessory and incidental to any agricultural use permitted in the zone.

B. The City may inspect properties within the city and identify those needing weed, garbage, refuse, unsightly and deleterious object abatement and then serve notice in writing upon the owner and/or occupant of such land pursuant to Chapter 2.09 of this Code. The notice shall require the owner and/or occupant, as the case may be, to abate the weeds, garbage, refuse, unsightly and deleterious objects by a specific time pursuant to Chapter 2.09 of this Code. One notice shall be deemed sufficient on any lot or parcel of property for an entire year.

C. It shall be a Class C misdemeanor violation for any owner or occupant of lands described herein to fail or neglect to conform to the requirements hereof relating to the eradication or destruction or removal of accumulated weeds, garbage, refuse, objects or structures, and shall be punishable both by the imposition of civil remedies as provided in this Code and by criminal sanctions.

#### **5.02.100 Excessive Motor Vehicle Noise**

##### **A. Definitions.**

1. Engine Retarding Brake. A Dynamic Brake, Jake Brake, Jacobs Brake, C Brake, Paccar Brake, transmission brake or other similar engine retarding brake system which alters the normal compression of the engine and subsequently releases that compression.
2. Abnormal or Excessive Noise.
  - a. Distinct and loudly audible noise that unreasonably annoys, disturbs, injures, or endangers the comfort and repose of any person or precludes their enjoyment of property or affects their property's value.
  - b. Noise in excess of that permitted by Utah Code as it may be amended from time to time, which requires every motor vehicle to be equipped with a muffler in good working order.

##### **B. Excessive Vehicle Noise.**

1. It shall be unlawful for any person to discharge the exhaust or permit the discharge of the exhaust from any motor vehicle except through a muffler that effectively prevents abnormal or excessive noise and complies with all applicable state laws and regulations.
2. It shall be unlawful for the operator of any vehicle to intentionally use an engine retarding brake on any public highway, street, parking lot or alley within the City which causes abnormal or excessive noise from the engine because of an illegally modified or defective exhaust system, except in an emergency.

C. Signing. Signs stating "VEHICLE NOISE LAWS ENFORCED" or "ENGINE BRAKES PROHIBITED" may be installed at locations deemed appropriate by the City Council to advise motorists of the prohibitions contained in this ordinance, except that no sign stating "VEHICLE NOISE LAWS ENFORCED" or "ENGINE BRAKES PROHIBITED" shall be installed on a state highway without a permit from the Utah Department of Transportation. The provisions of this Chapter are in full force and effect even if no signs are installed.

#### **5.02.110 Sale or Use of Fireworks**

The sale or use of fireworks shall be governed in strict accordance with the provisions of Utah Code. When authorized for use, they may not cause a noise nuisance (see Section 5.02.010 above). The city council may pass by resolution temporary rules restricting use of fireworks.

#### **5.02.120 Unlawful Discharge of Weapons**

A. Weber County Code § 26-1-3(d)(3) and (d)(4), entitled "Prohibited Acts," as amended from time to time, are hereby adopted and incorporated by reference, and shall apply within Ogden Valley, except as otherwise provided by state law.

B. A violation of this Section is a class B misdemeanor.

#### **5.02.130 Public Nuisance Enforcement and Penalty**

A. Declaration of Penalty. Any violation of this Chapter is deemed a public nuisance and its use shall be discontinued. Violations of this Chapter shall be classified as a class C misdemeanor unless otherwise noted.

B. In addition to the penal remedy stated in this Section, the City Attorney may bring action before any competent court having jurisdiction to enjoin the continuation of any prohibited condition of nuisance and impose a civil penalty of up to \$1,000.00 per day plus costs and reasonable attorney's fees.

C. Generally accepted practices associated with agriculture, farming, raising livestock, and related activities shall be exempt from the following:

1. Noise
2. Smoke
3. Vibration
4. Solid and Liquid Waste. Nevertheless, this exemption shall apply only to animal waste, fertilizers when legally and properly applied, and other generally accepted practices. It shall not apply to spills and other releases of chemicals such as fuels, solvents, and other such materials that are harmful to the groundwater, humans, animals, and so forth.

**CHAPTER 5.03 (RESERVED)**

## **CHAPTER 5.04 NOXIOUS WEED CONTROL**

5.04.01 Adoption of Management Plan

5.04.02 Requirements

5.04.03 Definition

5.04.04 Duty to Comply

5.04.05 Notice of Violation

5.04.06 Failure to Comply

5.04.07 (Deleted)

### **5.04.01 Adoption of Management Plan**

A. In an effort to comply with the Utah State Strategic Plan for the management of noxious and invasive weeds, Ogden Valley City adopts the Weber County Noxious Weed Law Enforcement Procedures and the Coordinate Noxious Weed Management Plan for Weber County.

B. The Utah Noxious Weed Act, Utah Code §§ 4-17-101 through 4-17-115, as amended from time to time, is hereby adopted and incorporated by reference.

### **5.04.02 Requirements**

A. An owner, agent or occupant of real estate within Ogden Valley City shall not permit or maintain on any such real estate any growth of noxious weeds in violation of the Utah Noxious Weed Act, as said Act may be amended from time to time. Violation of this provision shall be punishable as a Class C misdemeanor.

### **5.04.03 Definition**

Weeds shall include any vegetation commonly referred to as a weed, or which shall have been designated a noxious weed by the Utah Commissioner of Agriculture.

### **5.04.04 Duty to Comply**

It shall be the duty of the owner, agent or occupant of real estate within Ogden Valley City to cut and remove or destroy by lawful means all such noxious weeds and grass as often as may be necessary to comply with the provisions of this Chapter.

### **5.04.05 Notice of Violation**

Upon discovering a parcel of real estate containing noxious weeds, the City may give the owner, agent or occupant of the real estate a written notice to remove and eliminate the noxious weeds, pursuant to Chapter 2.14 of this Code.

### **5.04.06 Failure to Comply**

Pursuant to Utah Code Ann. § 4-17-110, as amended from time to time, if the owner or person in possession of the property fails to take action to control or prevent the spread of noxious weeds within five working days after the property is declared a public nuisance Ogden Valley City will give a copy of the notice of violation to Weber County for enforcement.

## **CHAPTER 5.05 FLOOD DAMAGE PREVENTION**

### **5.05.010 Adoption of County Code**

#### **5.05.010 Adoption of County Code**

Chapter 22 of the Weber County Code, entitled "Flood Damage Prevention," is hereby adopted and incorporated by reference into this Code, as of the date of adoption, provided that all references to Weber County or the County therein shall be construed to mean Ogden Valley City and its respective governing bodies, officers, and employees.

**CHAPTER 5.06 (RESERVED)**

## **CHAPTER 5.07 CIVIL INFRACTIONS**

5.07.010 Statement of Intent

5.07.020 Civil Violations Hearing Examiner – Powers and Duties

5.07.030 Acts Made Civil Infractions

5.07.040 Notice of Infraction

5.07.050 Response to Notice of Infraction – Payments by Mail

5.07.060 Fee for Infractions – Payment

5.07.070 Contesting an Infraction – Hearing – Appeals

5.07.080 Special Provisions Relating to Parking Regulations

5.07.090 Civil Appeals

5.07.100 Criminal Violation

5.07.110 Civil Collection Actions

### **5.07.010 Statement of Intent**

Ogden Valley City enacts this Chapter 5.07 with the intent to decriminalize, where possible, violations of municipal law which have traditionally been regulated by the criminal laws. This is done to assist residents of Ogden Valley City, and others, by expediting the resolution of cases and to remove the social stigma attached to criminal actions. With the enactment of this Chapter, Ogden Valley City is acting, in part, pursuant to authorization found in Utah Code Sections 10-8-84 and 41-6a-14. This Chapter 5.07 is intended to meet the constitutional issues described in 401 U.S. 395 (1971) and subsequent U.S. Supreme Court decisions.

### **5.07.020 Civil Violations Hearing Examiner – Powers and Duties**

A Hearing Examiner shall perform all duties and exercise all powers described in this Chapter. The amount of the Hearing Examiner's compensation shall not be based directly or indirectly upon the outcome of cases heard by the Hearing Examiner. The duties of the Hearing Examiner may be performed through subordinates, except that a hearing shall be conducted only by the Hearing Examiner if a person charged with an infraction so requests in writing.

### **5.07.030 Acts Made Civil Infractions**

A. The following acts are hereby declared to be civil infractions (and not criminal offenses) and within the jurisdiction of the City Civil Violations Hearing Examiner:

1. Violation of any of the parking regulations described in the Ogden Valley City Code;
2. Violations of parking laws and regulations not inconsistent with these ordinances which are described in State statutes, including benefiting disabled (handicapped) persons, which statutes are hereby adopted as a portion of the Ogden Valley City Code.

### **5.07.040 Notice of Infraction**

A. A written notice of infraction shall be issued to each person charged with a civil infraction, which notice shall contain not less than the following information:



1. The name and address of the person charged with the infraction. Notwithstanding anything in this Section to the contrary, a notice of infraction for a parking violation, placed on a parked motor vehicle, need not include a name and address;
2. The infraction charged;
3. The date, time and place of the infraction;
4. If the infraction involved a motor vehicle, the make, model and license plate number of the vehicle;
5. Notice that the notice of infraction must be responded to at the office of Ogden Valley City; and
6. Other information, including, in the discretion of the Civil Violations Hearing Examiner, information related to payments by mail.

**5.07.050 Response to Notice of Infraction – Payments by Mail**

A. Any person to whom a notice of infraction has been issued shall respond within ten (10) days thereof by:

1. Paying the fee described in Section 5.07.060 (for good cause, the Hearing Examiner may allow reasonable terms for payment);
2. Contesting the violation in the manner described in Section 5.07.070; or
3. Demonstrating the financial inability to pay the applicable fee on any reasonable terms. A person claiming under this Subsection (A)(3) shall agree with the Hearing Examiner to perform public service in lieu of paying the fee, which public service shall be performed in not more than thirty (30) days after the agreement is entered into.

B. Fees may be paid by mail, but the risk that payments may be lost in the mail shall be on the sender. All payments shall be received by the Hearing Examiner within the times required by this Chapter.

**5.07.060 Fee for Infractions – Payment**

A. Fees and other money related to civil infractions shall be paid to the Ogden Valley City Treasurer in such manner, not inconsistent with this Chapter, as the Treasurer shall direct. No Hearing Examiner or any subordinate thereof shall receive any fees or other money related to civil infractions over which the Hearing Examiner has jurisdiction.

B. The fee for the violations listed below shall be as shown in Subsection (H) of this Section:

1. All overtime restricted parking violations;

2. Parking within an intersection in violation of Article 8;
3. Double parking in violation of Article 8;
4. Parking out of stall in violation of Article 8;
5. Parking in a red or yellow curbed area in violation of Article 8;
6. Parking on or across a sidewalk in violation of Article 8;
7. Parking in noncompliance with a parking sign or parallel parking requirements in violation of Article 8;
8. Parking in a crosswalk in violation of Article 8;
9. Parking against a left side curb in violation of Article 8;
10. Parking too close to a fire hydrant or in a fire access lane in violation of Article 8
11. Parking or leaving a vehicle unattended over seventy-two (72) hours in violation of Article 8;
12. Parking along a public street or highway in a manner which obstructs or partially obstructs clear passage of vehicular ingress or egress to any driveway abutting upon the public street or highway in violation of Article 8;
13. Any other parking violation found in the Ogden Valley City Code not specifically mentioned in this Section.

C. The fee for violation of a civil infraction mentioned in this Section may qualify for a discount of up to fifteen dollars (\$15.00) for early payment if the fee is paid within five (5) business days after the notice of infraction is issued.

A. The fee for violation of a civil infraction paid or contested eleven (11) or more business days after a notice of infraction is issued shall be assessed a twenty-five percent (25%) late fee as shown in Subsection (8) of this Section.

B. The fee for any violation of a civil infraction mentioned in this Section may be discounted or waived at the discretion of the City, the Hearing Examiner, or their representative.

C. A civil infraction shall be deemed in default and subject to the penalties described in this Chapter, including, but not limited to, impoundment and towing, legal action for collection of all fees and costs, and criminal prosecution pursuant to Section 5.01.010 of the Ogden Valley City Code, if the applicable fee has not been paid or the action contested within sixteen (16) business days.

D. In addition to any other penalty or fine stated within this Chapter, and not in lieu of any other penalty or legal action which can be taken against a person or vehicle, any vehicle found to be in violation of any provision of this Chapter, including, but not limited to, a vehicle which blocks a driveway to a residence or business in such a manner that vehicles cannot safely enter or exit said driveway, may be towed and impounded upon the direction of any police officer, parking enforcement officer, or fire officer upon said officer finding said situation creates a nuisance which impairs the health or safety of the public. The registered owner of the vehicle shall be responsible for all towing and storage fees incurred in the event a vehicle is removed. The owner or the owner's agent may claim the vehicle only after paying any fines incurred and any towing and impounding fees incurred. Any contest of a removal shall be made by giving written notice, requesting a contest hearing to the Ogden Valley City Hearing Examiner, within fifteen (15) business days of the removal.

E. The fees established under this Section are set forth in the following table:

<b>Violation</b>	<b>Paid Early (within 5 business days)</b>	<b>Paid on Time (within 10 business days)</b>	<b>Paid Late (11 or more business days)</b>	<b>No Payment (after 16 or more business days)</b>
All Violations Listed in Section 5.07.060(B)	\$40.00	\$55.00	\$68.75	Default - Criminal Misdemeanor

#### **5.07.070 Contesting an Infraction – Hearing – Appeals**

A. Any person charged with an infraction may contest the same instead of paying the fee. An infraction is contested by causing written notice thereof to be delivered to the office of the Civil Violations Hearing Examiner. If the person charged with an infraction fails or refuses to give a correct mailing address when contesting an infraction, the action shall be deemed to be in default and not contested.

B. When an infraction is contested, the Hearing Examiner shall thereafter conduct a civil hearing with respect thereto. The notice of infraction shall constitute prima facie evidence that the infraction alleged therein actually occurred. The hearing shall be conducted as informally as the circumstances will allow and shall be based on the civil standard of a preponderance of the evidence. At the hearing, any party may be required to testify.

C. The Hearing Examiner shall decide if the alleged infraction occurred. If the Hearing Examiner finds the infraction alleged did not occur, the notice of infraction shall be without any further force or effect. If the Hearing Examiner finds at the hearing that the occur, the person to whom the notice of infraction was issued shall respond as provided in Section 5.07.050(A)(1) or (3). The response shall be within five (5) days after the hearing, unless the decision is given by mail and not at the hearing, in which event the response shall be within ten (10) days after the decision is mailed to the address given when the infraction was contested. A contested action shall be in default if not responded to in the time periods provided in this Subsection.

#### **5.07.080 Special Provisions Relating to Parking Regulations**

A. If a civil infraction relates to a parking regulation, the following rules shall apply:

1. The notice of infraction may be issued by affixing the same to the subject motor vehicle in a conspicuous place.
2. Notwithstanding Section 5.07.040(1), a notice of infraction placed on a parked motor vehicle need not include a name and address.
3. Whenever a motor vehicle has been parked in violation of any parking regulation, the person in whose name such vehicle is registered shall be prima facie responsible for such violation and liable for payment of the applicable fee.
4. Any motor vehicle to which four (4) or more notices of infraction are in default is hereby declared to be a public nuisance and Ogden Valley City may authorize said motor vehicle to be towed from the public streets at the expense and risk of the registered owner. Said motor vehicle shall be held and not released until the unpaid fees and reasonable costs of towing and storage have been paid.
5. If a motor vehicle has been towed from the public streets pursuant to the provisions of this Chapter and is being held for the payment of fees and charges, the owner thereof, or the agent of the owner, may, in writing, request a hearing to determine the validity of the action taken with respect to said motor vehicle, and said hearing shall take place within three (3) City business days from the date of the request, unless the applicant agrees to a longer period of time before the hearing. The hearing may be conducted via electronic means. The Hearing Examiner may order the release of any motor vehicle without cost to the owner or the owner's agent if said motor vehicle was towed from the public streets or is being held in violation of this Chapter or other applicable law.

#### **5.07.090 Civil Appeals**

Any person dissatisfied with a decision of a Hearing Examiner may appeal the same within fifteen (15) days to the Justice Courts, which shall hear the action de novo in the manner described in Section 5.07.070(B). Failure to respond to a notice of infraction shall not be a decision from which an appeal can be taken.

#### **5.07.100 Criminal Violation**

A. Notwithstanding any contrary provision in this Chapter, it shall be a criminal misdemeanor violation, with the exclusive original jurisdiction in the Justice Courts:

1. For a person to whom a notice of infraction has been issued to allow the subject action to go into default;
2. For a registered owner to fail or refuse to respond to a notice of infraction issued pursuant to Section 5.07.080(B); or

3. For a person to willfully fail or refuse to completely perform the public service agreed to pursuant to Section 5.07.050(A)(3).

B. For the purposes of this Section it shall be a rebuttable presumption that the notice of infraction and any other notices have been received by the addressee.

**5.07.110 Civil Collection Actions**

Ogden Valley City may bring civil suit in the courts of the State of Utah to recover the amount of overdue and unpaid fees, and any other reasonable charges related thereto.

**OGDEN VALLEY  
Municipal Code**

<b><u>TITLE 6 GENERAL ADOPTIONS OF WEBER CODE</u></b>
<b>CHAPTER 6.01 AGRICULTURAL PROTECTIONS AREAS</b>
<b>CHAPTER 6.02 BEER</b>
<b>CHAPTER 6.03 BOATING AND WATER</b>
<b>CHAPTER 6.04 BUILDING AND CONSTRUCTION</b>
<b>CHAPTER 6.05 BUSINESS LICENSING</b>
<b>CHAPTER 6.06 CITY FEE SCHEDULE</b>
<b>CHAPTER 6.07 EXCAVATIONS</b>
<b>CHAPTER 6.08 FIRE</b>
<b>CHAPTER 6.09 HISTORIC PRESERVATION (RESERVED)</b>
<b>CHAPTER 6.10 PARKS (RESERVED)</b>
<b>CHAPTER 6.11 PUBLIC OFFENSES</b>
<b>CHAPTER 6.12 ROADS</b>
<b>CHAPTER 6.13 SEWERS</b>
<b>CHAPTER 6.14 SPECIAL EVENTS</b>
<b>CHAPTER 6.15 STORM DRAINAGE</b>
<b>CHAPTER 6.16 SURVEYING AND SURVEY MONUMENTS</b>
<b>CHAPTER 6.17 TRAFFIC CODE</b>
<b>CHAPTER 6.18 WILDLIFE RESOURCES</b>

**CHAPTER 6.01 AGRICULTURAL PROTECTIONS AREAS**

**6.01.010 Adoption Of County Code Title 4**

Weber County Code Title 4, entitled "Agriculture Protection Area," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

## **CHAPTER 6.02 BEER**

### **6.02.010 Adoption Of County Code Title 8**

Weber County Code Title 8, entitled "Beer," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.



## **CHAPTER 6.03 BOATING AND WATER**

### **6.03.010 Adoption Of County Code Title 4**

Weber County Code Title 10, entitled "Boating And Water," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

## **CHAPTER 6.04 BUILDING AND CONSTRUCTION**

### **6.04.010 Adoption Of County Code Title 12**

Weber County Code Title 12, entitled "Building Regulations And Site Permits," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

## **CHAPTER 6.05 BUSINESS LICENSING**

### **6.05.010 Adoption Of County Code Title 14**

Weber County Code Title 14, entitled "Business Licensing," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

### **6.05.020 Adoption of Business License Fees**

Ogden Valley City Council shall from time to time adopt by resolution the fees to be paid for each business type regulated by this chapter.

## **CHAPTER 6.06 CITY FEE SCHEDULE**

### **6.06.010 Adoption Of County Code Title 16**

Weber County Code Title 16, entitled "County Fee Schedule," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

## **CHAPTER 6.07 EXCAVATIONS**

### **6.07.010 Adoption Of County Code Title 18**

Weber County Code Title 18, entitled "Excavations," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

## **CHAPTER 6.08 FIRE**

### **6.08.010 Adoption Of County Code Title 20**

Weber County Code Title 20, entitled "Fire Regulations," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

**CHAPTER 6.09 HISTORIC PRESERVATION  
(RESERVED)**



**CHAPTER 6.10 PARKS  
(RESERVED)**

## **CHAPTER 6.11 PUBLIC OFFENSES**

### **6.11.010 Adoption Of County Code Title 30**

Weber County Code Title 30, entitled "Public Offenses," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

## **CHAPTER 6.12 ROADS**

### **6.12.010 Adoption Of County Code Title 32**

Weber County Code Title 32, entitled "Roads," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

### **6.12.020 Motorized Use, E-Bikes, and Speed Regulations**

A. Purpose. The purpose of this section is to preserve the safety, health, welfare, enjoyment, and non-motorized character of the Ogden Valley pathway network by regulating the use of electric-assisted bicycles and prohibiting motorized vehicles that pose hazards to pedestrians, cyclists, and other pathway users.

B. Prohibited Motorized Vehicles. No person shall operate, ride, or otherwise use any of the following on any designated public pathway within Ogden Valley:

1. Electric or gas-powered motorcycles, including but not limited to dirt bikes, dual-sport motorcycles, pit bikes, and mini-motos.
2. ATVs, UTVs, side-by-sides, off-road vehicles, or any motorized recreational vehicle not expressly permitted.
3. Electric scooters, electric skateboards, or other personal motorized devices capable of speeds greater than 20 mph, unless specifically authorized by the City for maintenance or public safety.
4. Any motorized device not classified as a permitted e-bike under Section C. This prohibition applies regardless of whether the vehicle's engine or motor is engaged.

C. Electric Bike Definitions. The definitions of electric bikes contained in Utah Code § 41-6a-102(11)-(13) are hereby adopted as follows:

1. "Class 1 electric assisted bicycle" means an electric assisted bicycle equipped with a motor or electronics that:
  - (a) Provides assistance only when the rider is pedaling; and
  - (b) Ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.
2. "Class 2 electric assisted Bicycle" means an electric assisted bicycle equipped with a motor or electronics that:
  - (a) May be used exclusively to propel the bicycle; and
  - (b) Is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

3. "Class 3 electric assisted bicycle" means an electric assisted bicycle equipped with a motor or electronics that:

- (a) Provides assistance only when the rider is pedaling;
- (b) Ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour; and
- (c) Is equipped with a speedometer

C. Permitted E Bikes. Class 1 and 2 electric bicycles are allowed on City pathways, provided that they operate at 20 mph or less. Class 3 e-bikes are prohibited on pathways.

D. Speed Limit. All users of the pathway—including permitted bicycles, e-bikes, and mobility-assist devices—shall comply with a maximum speed limit of 20 miles per hour, or a lower speed when required for safe operation based on conditions or congestion. Reckless riding, unsafe passing, or conduct endangering others is prohibited regardless of speed.

E. Exceptions. The following motorized uses are allowed:

- 1. Emergency response personnel acting in the course of duty.
- 2. Authorized City staff or contractors performing maintenance, inspection, or operational functions.
- 1. Mobility-assist devices used by individuals with disabilities, provided they operate at or below the posted speed limit and do not pose a safety hazard.

F. Enforcement. Violation of this ordinance constitutes an infraction and may result in citation, removal from the pathway, or other penalties.

G. Penalties. Violations of this section shall be punished as follows:

- 1. First violation: Civil infraction, \$100 fine.
- 2. Second violation within 12 months: Civil infraction, \$250 fine.
- 3. Third and subsequent violations within 12 months: Civil infraction, \$500 fine and may include impoundment of the prohibited vehicle.

## **CHAPTER 6.13 SEWERS**

6.13.010 Adoption Of County Code Title 36

6.13.020 Connection to Sewer Not Required

### **6.13.010 Adoption Of County Code Title 36**

Weber County Code Title 36, entitled "Sewers," as amended from time to time, is hereby adopted in its entirety and incorporated by reference as part of this Code, except that Section 36-1-1 is expressly excluded and replaced by Section 6.13.020 of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

### **6.13.020 Connection to Sewer Not Required**

A. The owner of any house, building, or property used for human occupancy, employment, commercial, institutional, recreational, or similar purposes, located within Ogden Valley, may, at the owner's option and expense, install suitable sanitary facilities and connect such facilities to an available public sewer system when any portion of the building is located within 300 feet of a public sewer line, provided that such connection is made in accordance with the provisions of this Title.

## **CHAPTER 6.14 SPECIAL EVENTS**

### **6.14.010 Adoption Of County Code Title 38**

#### **6.14.010 Adoption Of County Code Title 38**

Weber County Code Title 38, entitled "Special Events," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

## **CHAPTER 6.15 STORM DRAINAGE**

### **6.15.010 Adoption Of County Code Title 40**

#### **6.15.010 Adoption Of County Code Title 40**

Weber County Code Title 40, entitled "Storm Drainage," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.



## **CHAPTER 6.16 SURVEYING AND SURVEY MONUMENTS**

### **6.16.010 Adoption Of County Code Title 45**

#### **6.16.010 Adoption Of County Code Title 45**

Weber County Code Title 45, entitled "Surveying and Survey Monuments," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

## **CHAPTER 6.17 TRAFFIC CODE**

### **6.17.010 Adoption Of County Code Title 42**

Weber County Code Title 42, entitled "Traffic Code," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

## **CHAPTER 6.18 WILDLIFE RESOURCES**

### **6.18.010 Adoption Of County Code Title 44**

Weber County Code Title 44, entitled "Wildlife Resources," as amended from time to time, is adopted in its entirety and is hereby incorporated by reference as part of this Code. Wherever the terms "Weber County," "the County," "County Commission," "County Council," "County Department," or similar terms appear therein, such terms shall be deemed to refer to Ogden Valley and its respective governing bodies, officers, departments, or employees, as applicable, unless the context clearly indicates otherwise.

# OGDEN VALLEY CITY

## ORDINANCE

2026-02

**AN ORDINANCE PURSUANT TO SECTION 10-9a-504 OF THE UTAH CODE ADOPTING A TEMPORARY LAND USE ORDINANCE IN ALL ZONES WITHIN THE CORPORATE LIMITS OF OGDEN VALLEY CITY, WEBER COUNTY, UTAH.**

WHEREAS, Section 10-9a-504 of the Utah Code Annotated, 1953, as amended, allows a municipality to enact an ordinance, establishing a temporary land use regulation for any part or all of the area within a municipality if the municipal legislative body makes a finding of compelling, countervailing public interest; and

WHEREAS, Ogden Valley City incorporated on January 2, 2026; and

WHEREAS, as a new municipality the City Council has not had an opportunity to adopt a General Plan or a land use code which has placed significant pressures on the ability of the City to adequately protect the health, safety and welfare of its citizens and to implement the General Plan; and

WHEREAS, the City Council finds that the City's ordinances, policies and procedures, which include, but are not necessarily limited to, the City's General Plan, zoning ordinance, subdivision ordinance, construction standards, street and traffic plan, water ordinances and policies, trails plan, storm water plan, and other similar documents and policies, need to be adopted in order to address the burgeoning growth that is now occurring and is expected to continue to occur; and

WHEREAS, the City Council finds that accepting development applications for subdivisions, and other large-scale residential developments in all locations within the City during the time that the City is in the process of adopting the General Plan and adopting such ordinances, policies and procedures will frustrate the comprehensive, long-range planning objectives that should characterize this process, and also may result in unfairly benefiting certain landowners while burdening others; and

WHEREAS, the City Council finds that there is a compelling, countervailing public interest in temporarily prohibiting subdivision and other large-scale residential development applications in all areas of the City while the General Plan and Land Use code are adopted; and

WHEREAS, the City Council finds that there is a compelling, countervailing public interest in temporarily prohibiting annexation applications while the General Plan and Land Use code are adopted; and

WHEREAS, this moratorium is not applicable to applications for building permits on homes in previously approved subdivisions, or to building permits on existing homes that do not alter the existing footprint of the home (i.e. internal renovations, etc.); and

WHEREAS, this moratorium does apply to any building permits that would add to the footprint of an existing home or building, or add a new outbuilding, as these permits involve set-backs that have yet to be established through the land-use code.

NOW THEREFORE, pursuant to Section 10-9a-504, *et seq.* of the Utah Code Annotated 1953, as amended, and for the reasons stated above, the City Council of Ogden Valley City, Weber County, Utah, hereby adopts, passes and publishes the following:

BE IT ORDAINED, by the City Council of Ogden Valley City, Weber County, State of Utah:

*From the date of the adoption of this ordinance until the City Council has adopted an ordinance repealing it or in six months from the date of adoption, whichever comes first, no new applications for residential or commercial subdivisions shall be accepted. Ogden Valley also gives notice that it does not intend to accept for further consideration any petition for annexation filed during the period this temporary zoning ordinance is in effect.*

*This ordinance does not affect any development application determined by the County to be vested on or before the date of this ordinance. Further, this ordinance does not affect applications for building permits within developments approved by Weber County prior to the date of this ordinance or within developments covered by applications described in the previous sentence. This moratorium does apply to building permits that would increase the size of the footprint of an existing building or home, or that proposes to add a new outbuilding to an existing lot, as these applications alter set-backs on the lot and will not be considered until the land-use code is adopted. This moratorium also applies to conditional use permit applications.*

This ordinance shall be effective immediately upon passage. A copy of this ordinance shall be posted at each of three (3) public places within the corporate limits of Ogden Valley and a summary published in accordance with state Code.

PASSED AND ADOPTED by the City Council of Ogden Valley City, Weber County, Utah, this \_\_\_\_\_, day of January, 2026.

	AYE	NAY
Councilwoman Don Hickman	_____	_____
Councilman Kay Hoogland	_____	_____
Councilman Tia Shaw	_____	_____
Councilman Peggy Dooling- Baker	_____	_____
Councilman Chad Booth	_____	_____

APPROVED:

\_\_\_\_\_  
Mayor Janet Wampler

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Robbins, City Recorder

\_\_\_\_\_  
City Attorney

City Seal

## **OGDEN VALLEY CITY**

### **RESOLUTION NO. 2026-01**

#### **A RESOLUTION ESTABLISHING A REGULAR MEETING SCHEDULE AND LOCATION FOR THE OGDEN VALLEY CITY COUNCIL AND PROVIDING FOR RELATED NOTICE (UTAH CODE § 52-4-202)**

WHEREAS, Ogden Valley City (the “City”) is a duly incorporated municipality organized and existing under the laws of the State of Utah;

WHEREAS, the Ogden Valley City Council (the “Council”) is the governing body of the City;

WHEREAS, the Utah Open and Public Meetings Act, Utah Code § 52-4-202, requires the City to give public notice of the annual meeting schedule of the City Council, including the date, time, and place of its regular meetings;

WHEREAS, the Council desires to establish a regular meeting schedule and regular meeting location, and to authorize appropriate publication and posting of such schedule and any changes thereto as required by law.

**NOW, THEREFORE BE IT RESOLVED by the City Council of Ogden Valley City as follows:**

#### **Section 1. Regular Meeting Schedule.**

A. Regular Meetings. Unless otherwise noticed and posted, the Ogden Valley City Council shall hold its regular meetings on the FIRST AND THIRD WEDNESDAY of each month at 6:00 p.m.

B. Holidays and Conflicts. If a scheduled regular meeting date falls on a legal holiday, or if the Council determines that a scheduled regular meeting conflicts with other significant events or circumstances, the Council may cancel or reschedule such regular meeting to another date and/or time, provided that public notice of the change is given in accordance with Utah Code § 52-4-202.

#### **Section 2. Regular Meeting Location.**

A. Primary Location. Unless otherwise noticed and posted, regular meetings of the Ogden Valley City Council shall be held at:

Huntsville Town Hall, Council Chambers  
7474 East 200 South, Huntsville, Utah



B. Alternative Locations. When circumstances require, the Council may hold a regular or special meeting at another location, provided that the meeting notice clearly identifies such alternative location and complies with Utah Code § 52-4-202.

**Section 3. Public Notice.**

A. Annual Notice. The City Recorder is directed to prepare, publish, and post an annual schedule of regular City Council meetings in accordance with Utah Code § 52-4-202.

B. Posting and Publication. The annual meeting schedule, and any notice of changes, shall be posted at the City's principal office, on the Utah Public Notice Website, and on the City's official website.

**Section 4. Special, Emergency, and Electronic Meetings.**

Nothing in this Resolution shall be construed to limit the authority of the City Council to call special or emergency meetings or to hold electronic meetings as permitted by law.

**Section 5. Severability.**

If any provision of this Resolution is declared invalid, the remaining provisions shall remain in full force and effect.

**Section 6. Effective Date.**

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Ogden Valley City, Utah, this \_\_\_\_ day of January, 2026.

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Janet Wampler  
Mayor, Ogden Valley City

ATTEST:

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City Recorder

APPROVED AS TO FORM:

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City Attorney

## **OGDEN VALLEY CITY**

### **RESOLUTION NO. 2026-02**

#### **A RESOLUTION ESTABLISHING TEMPORARY OFFICE HOURS FOR OGDEN VALLEY CITY**

##### **WHEREAS:**

Ogden Valley City (the "City") is a newly incorporated municipality organized and existing under the laws of the State of Utah;

The City is in the process of establishing permanent administrative offices, staffing, and operational procedures;

Temporary office hours are necessary to provide stability, ensure accessibility to the public, and support the essential administrative needs of the City during its organizational period;

The City Council desires to formally adopt temporary office hours until permanent schedules and staffing can be implemented.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of Ogden Valley City as follows:

##### **Section 1. Temporary Office Hours Established.**

Until further action of the City Council, the temporary office hours of Ogden Valley City shall be:

Mondays and Tuesday from 9:00 am 1:00 pm.

Thursdays from 1:00 pm to 5:00 pm.

This will remain in place until otherwise changed by the City Council.

These hours shall be used for all public-facing administrative functions, document submissions, inquiries, and related municipal business unless otherwise noticed.

##### **Section 2. Authorization to Adjust.**

The Mayor or designee, in coordination with the City Recorder, is authorized to make minor adjustments to temporary office hours as needed to address staffing limitations, legal deadlines, or essential administrative functions, provided that:

A. Public notice of any adjustment is posted at City Hall and on the Utah Public Notice Website; and

B. Any substantial or ongoing changes shall be brought back to the City Council for ratification.

**Section 3. Public Notice.**

The City Recorder is directed to provide public notice of the temporary office hours established by this Resolution, including posting:

1. At the Ogden Valley City office location.
2. On the Utah Public Notice Website.
3. On the City's official website or other customary posting locations, if available.

**Section 4. Duration.**

These temporary office hours shall remain in effect until such time as the City Council adopts a permanent administrative schedule or takes further action modifying or rescinding these hours.

**Section 5. Effective Date.**

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Ogden Valley City, Utah, this \_\_\_\_ day of January, 2026.

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Janet Wampler  
Mayor, Ogden Valley City

ATTEST:

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City Recorder

APPROVED AS TO FORM:

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City Attorney

## **OGDEN VALLEY CITY**

### **RESOLUTION NO. 2026-03**

#### **A RESOLUTION APPOINTING A MAYOR PRO TEM FOR OGDEN VALLEY CITY**

##### **WHEREAS:**

Ogden Valley City (the "City") is a duly incorporated municipality organized and existing under the laws of the State of Utah;

Utah Code § 10-3-302 allows the City Council to select one of its members to act as Mayor Pro Tem during any period when the Mayor is absent or unable to fulfill the duties of the office;

The appointment of a Mayor Pro Tem is necessary for the orderly administration of municipal government, ensuring continuity, timely execution of duties, and leadership in the absence of the Mayor;

The City Council desires to designate one of its members to serve in this role.

**NOW, THEREFORE BE IT RESOLVED by the City Council of Ogden Valley as follows:**

##### **Section 1. Appointment of Mayor Pro Tem.**

The Ogden Valley Council hereby appoints Don Hickman to serve as Mayor Pro Tem of Ogden Valley City.

##### **Section 2. Authority and Responsibilities.**

The Mayor Pro Tem shall:

- A. Possess and exercise the powers and duties of the Mayor whenever the Mayor is absent or unable to act;
- B. Perform such additional duties as may be assigned by the Mayor or City Council;
- C. Serve in accordance with the provisions of Utah Code § 10-3-302.

##### **Section 3. Term of Appointment.**

The Mayor Pro Tem shall serve until:

- 1. The Mayor resumes full duties,
- 2. The City Council appoints a successor, or
- 3. The Mayor Pro Tem resigns the designation,

whichever occurs first.

**Section 4. Effective Date.**

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Ogden Valley City, Utah, this \_\_\_\_ day of January, 2026.

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Janet Wampler,  
Mayor, Ogden Valley City

ATTEST:

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City Recorder

APPROVED AS TO FORM:

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City Attorney

**OGDEN VALLEY CITY**

**RESOLUTION NO. 2026-05**

A RESOLUTION ESTABLISHING A MUNICIPAL BANK ACCOUNT AND  
AUTHORIZED SIGNATORIES FOR OGDEN VALLEY CITY (Utah Code § 10-6-141)

**WHEREAS:**

Ogden Valley City (the "City") is a duly incorporated municipality organized under the laws of the State of Utah;

Utah Code § 10-6-141 requires that all public funds be deposited and maintained in one or more accounts in a qualified depository institution as defined by the State of Utah;

The proper administration of City finances requires the establishment of an official municipal bank account to receive, deposit, safeguard, and disburse City funds;

The City Council desires to designate the financial institution(s) in which City funds shall be deposited and to authorize certain officers to serve as signatories for such accounts.

**NOW, THEREFORE BE IT RESOLVED by the City Council of Ogden Valley City, Utah, as follows:**

**Section 1. Designation of Municipal Bank Account.**

Ogden Valley shall establish one or more official municipal bank accounts at the following qualified depository institution:

Zions Bank  
2487 UT-158  
Eden, UT 84310

Golden West  
2461 UT-158  
Eden, UT 84310

The City Council authorizes the creation of additional accounts at the same institution, as necessary, to administer municipal funds in accordance with Utah law.

**Section 2. Authorized Signatories.**

The following officers are hereby designated as authorized signatories for all municipal bank accounts:

- Mayor
- Mayor Pro Tem

- City Treasurer

- City Recorder

Two authorized signatures shall be required on all disbursements, unless otherwise required by law.

The City Council may modify authorized signatories by subsequent resolution.

**Section 3. Deposit and Handling of Funds.**

All public funds received by Ogden Valley City shall be deposited promptly in accordance with Utah Code § 10-6-141 and any applicable state requirements governing depositories of public money.

No City officer or employee shall retain or divert public funds except as authorized by law.

**Section 4. Implementation.**

The Mayor, City Recorder, and Treasurer (if appointed) are authorized to execute all documents necessary to establish the bank account(s) and ensure compliance with state financial procedures.

**Section 5. Effective Date.**

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Ogden Valley City, Utah, this \_\_\_\_ day of January, 2026.

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Janet Wampler  
Mayor, Ogden Valley City

ATTEST:

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City Recorder

APPROVED AS TO FORM:

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City Attorney

**OGDEN VALLEY CITY**

**RESOLUTION NO. 2026-06**

**A RESOLUTION RATIFYING AND ADOPTING THE OFFICIAL CITY SEAL  
OF OGDEN VALLEY CITY (Utah Code § 10-3-103)**

**WHEREAS:**

Ogden Valley City (the “City”) is a duly incorporated municipality organized under the laws of the State of Utah;

Utah Code § 10-3-103 expressly authorizes municipalities to adopt a corporate seal for use on official documents, records, and instruments requiring authentication;

The City Council desires to adopt an official City Seal that reflects the identity, character, and heritage of Ogden Valley and that may be used for all lawful municipal purposes;

Establishing a City Seal is an essential step in the formation of the City’s governmental identity and public branding;

The City Council has reviewed and approved the design presented for the Ogden Valley Seal.

**NOW, THEREFORE BE IT RESOLVED by the City Council of Ogden Valley City, Utah, as follows:**

**Section 1. Adoption of Official City Seal.**

Ogden Valley City hereby adopts the design presented to the City Council and attached hereto as Exhibit A or on file with the City Recorder as the official Ogden Valley City Seal (“City Seal”).

The City Seal shall be used to authenticate ordinances, resolutions, proclamations, agreements, and other municipal records or documents, and for such additional purposes as may be authorized by the Mayor or City Council.

**Section 2. Custody of the Seal.**

The City Recorder is designated as the official custodian of the City Seal.

The Recorder shall ensure secure storage and proper use of the Seal in accordance with State law and City policy.

**Section 3. Authorization of Use.**

A. The Mayor, City Recorder, and City Attorney may affix or authorize the affixing of the City Seal on any document requiring authentication.



B. Any other use of the Seal must be approved by the City Council or by written policy adopted by the Council.

C. Unauthorized use of the Seal is prohibited.

**Section 4. Effective Date.**

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Ogden Valley City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Janet Wampler,  
Mayor, Ogden Valley City

ATTEST:

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City Recorder

APPROVED AS TO FORM:

---

City Attorney

**EXHIBIT A**

**CITY SEAL**

Ogden Valley 122925



# OGDEN VALLEY CITY

## ORDINANCE

2026-03

**AN ORDINANCE IMPOSING A MUNICIPAL ENERGY SALES AND USE TAX  
IN THE AMOUNT OF SIX PERCENT (6%) WITHIN THE CORPORATE  
LIMITS OF OGDEN VALLEY CITY, WEBER COUNTY, UTAH.**

WHEREAS, Section 10-1-203 of the Utah Code Annotated, 1953, as amended, authorizes municipalities to exercise taxing authority as provided by law; and

WHEREAS, Title 10, Chapter 1, Part 3 of the Utah Code Annotated authorizes municipalities to impose municipal energy sales and use taxes by ordinance; and

WHEREAS, Ogden Valley City incorporated on January 2, 2026; and

WHEREAS, as a newly incorporated municipality, Ogden Valley City requires stable and predictable revenue sources to provide essential municipal services, including but not limited to public safety, road maintenance, planning, administration, and infrastructure; and

WHEREAS, the City Council finds that the imposition of a municipal energy tax is a fair and lawful method of generating revenue from energy consumption occurring within the City's corporate limits; and

WHEREAS, the City Council finds that a municipal energy sales and use tax imposed uniformly within the City serves the health, safety, and welfare of the residents of Ogden Valley City;

NOW THEREFORE, pursuant to the authority granted under Utah Code Title 10, Chapter 1, Part 3, and other applicable provisions of law, the City Council of Ogden Valley City, Weber County, Utah, hereby adopts, passes, and publishes the following:

**BE IT ORDAINED, by the City Council of Ogden Valley City, Weber County, State of Utah:**

### **Section 1. Imposition of Municipal Energy Tax**

There is hereby imposed a municipal energy sales and use tax in the amount of six percent (6%) on the sale or use of energy within the corporate limits of Ogden Valley City, as authorized by Utah law.

## **Section 2. Energy Subject to Tax**

The tax imposed by this ordinance applies to energy sales and use as defined under applicable provisions of Utah Code, including electricity, natural gas, propane, and other forms of energy delivered to customers within the City, except as otherwise exempted by state law.

## **Section 3. Collection and Administration**

The municipal energy tax imposed by this ordinance shall be collected, administered, and enforced in accordance with Utah law, including collection through utility providers or other mechanisms authorized by statute.

## **Section 4. Use of Revenues**

All revenues generated by the municipal energy tax shall be deposited into the general fund of Ogden Valley City and may be used for any lawful municipal purpose unless otherwise restricted by law.

## **Section 5. Severability**

If any provision of this ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect the remaining provisions of this ordinance.

## **Section 6. Effective Date**

This ordinance shall become effective upon passage and publication as required by law, and shall apply to energy sales and use occurring on or after the effective date.

**PASSED AND ADOPTED by the City Council of Ogden Valley City, Weber County, Utah, this \_\_\_\_\_ day of January, 2026.**

Council Member	AYE	NAY
Councilwoman Don Hickman	_____	_____
Councilman Kay Hoogland	_____	_____
Councilman Tia Shaw	_____	_____
Councilman Peggy Dooling-Baker	_____	_____
Councilman Chad Booth	_____	_____

**APPROVED:**

---

Mayor Janet Wampler

**ATTEST:**

---

Sharon Robbins, City Recorder

**APPROVED AS TO FORM:**

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City Attorney

**City Seal**

# OGDEN VALLEY CITY

## ORDINANCE

2026-04

### **AN ORDINANCE IMPOSING A MUNICIPAL TRANSIENT ROOM TAX IN THE AMOUNT OF ONE PERCENT (1%) WITHIN THE CORPORATE LIMITS OF OGDEN VALLEY CITY, WEBER COUNTY, UTAH.**

WHEREAS, Section 10-1-203 of the Utah Code Annotated, 1953, as amended, authorizes municipalities to exercise taxing authority as provided by law; and

WHEREAS, Title 59, Chapter 12, Part 3 of the Utah Code Annotated authorizes municipalities to impose a transient room tax by ordinance; and

WHEREAS, Ogden Valley City incorporated on January 2, 2026; and

WHEREAS, as a newly incorporated municipality, Ogden Valley City experiences tourism-related activities that place demands on municipal services and infrastructure; and

WHEREAS, the City Council finds that the imposition of a municipal transient room tax is a fair and lawful method of generating revenue from temporary lodging stays occurring within the City's corporate limits; and

WHEREAS, the City Council finds that a municipal transient room tax imposed uniformly within the City serves the health, safety, and welfare of the residents of Ogden Valley City;

NOW THEREFORE, pursuant to the authority granted under Utah Code Title 59, Chapter 12, Part 3, and other applicable provisions of law, the City Council of Ogden Valley City, Weber County, Utah, hereby adopts, passes, and publishes the following:

**BE IT ORDAINED, by the City Council of Ogden Valley City, Weber County, State of Utah:**

#### **Section 1. Imposition of Municipal Transient Room Tax**

There is hereby imposed a municipal transient room tax in the amount of one percent (1%) on the rent for each occupancy of a transient room within the corporate limits of Ogden Valley City, as authorized by Utah law.

## **Section 2. Transient Room Subject to Tax**

The tax imposed by this ordinance applies to the rental of any transient room, including hotels, motels, inns, lodges, resorts, and short-term rentals rented for fewer than 30 consecutive days, except as otherwise exempted by state law.

## **Section 3. Collection and Administration**

The municipal transient room tax imposed by this ordinance shall be collected, administered, and enforced in accordance with Utah law, including collection by the Utah State Tax Commission or other mechanisms authorized by statute.

## **Section 4. Use of Revenues**

All revenues generated by the municipal transient room tax shall be deposited into the general fund of Ogden Valley City and may be used for any lawful municipal purpose unless otherwise restricted by law.

## **Section 5. Severability**

If any provision of this ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect the remaining provisions of this ordinance.

## **Section 6. Effective Date**

This ordinance shall become effective upon passage and publication as required by law, and shall apply to transient room rentals occurring on or after the effective date.

**PASSED AND ADOPTED by the City Council of Ogden Valley City, Weber County, Utah, this \_\_\_\_\_ day of January, 2026.**

Council Member	AYE	NAY
Councilwoman Don Hickman	_____	_____
Councilman Kay Hoogland	_____	_____
Councilman Tia Shaw	_____	_____
Councilman Peggy Dooling-Baker	_____	_____
Councilman Chad Booth	_____	_____



**APPROVED:**

---

Mayor Janet Wampler

**ATTEST:**

---

Sharon Robbins, City Recorder

**APPROVED AS TO FORM:**

---

City Attorney

**City Seal**