



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, APRIL 7, 2026- 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, April 7, 2026. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; anyone interested is welcome to attend. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over www.youtube.com/@southogdencity and www.facebook.com/southogdencity.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

- A. **Call to Order** – Mayor Pro Tem Mike Howard
- B. **Pledge of Allegiance** – Council Member Smyth

- II. **PUBLIC COMMENTS** – This is an opportunity to address the mayor and council with any concerns, suggestions, or praise. No action can or will be taken at this meeting on comments made.
Please limit your comments to three minutes.

III. RESPONSE TO PUBLIC COMMENT

IV. CONSENT AGENDA

Approval of March 3, 2026 Council Minutes

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on, April 3, 2026. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

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

V. DISCUSSION / ACTION ITEMS

- A. Consideration of **Ordinance 26-03** – Amending South Ogden City Code Title 3 Chapter 7 – Alarm Systems and Businesses
- B. Consideration of **Resolution 26-06** – Approving an Agreement with Amy Hugie for Attorney Services
- C. Consideration of **Resolution 26-07** – Approving an Agreement with Foster & Foster Consulting Actuaries Inc. for Actuary Services

VI. DISCUSSION ITEM

South Ogden Day(s)

VII. REPORTS/DIRECTION TO CITY MANAGER

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

VIII. ADJOURN



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

**TUESDAY, MARCH 3, 2025
WORK SESSION – 5 PM IN EOC ROOM
COUNCIL MEETING – 6 PM IN COUNCIL ROOM**

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Jeannette Smyth, Doug Stephens, Jeremy Howe, and Clayton Peterson

Note: Council Member Smyth joined the meeting electronically

COUNCIL MEMBERS EXCUSED

Mike Howard

STAFF MEMBERS PRESENT

Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Parke, City Planner Alika Murphy, Communications and Events Manager Danielle Bendinelli, Accounts Payable Clerk Lori Hurd, and Recorder Leesa Kapetanov

OTHERS PRESENT

Auditor Marcus Arbuckle joined the meeting electronically

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

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC2602031659.mp3?t=202602041158220&t=202602041158220 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 5:10 pm, Mayor Porter called the meeting to order. He excused City Manager Matt Dixon then and called for a motion to begin.

00:00:00

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

- The mayor also excused Council Member Howard and announced that Council Member Smyth was joining the meeting electronically

00:00:36

II. REVIEW OF COUNCIL MEETING AGENDA

- No one had questions about agenda items

III. DISCUSSION ITEMS

A. Questions/Discussion on Audit

- City Finance Director Peter Anjewierden introduced Auditor Marcus Arbuckle who then reviewed the audit and the findings in the supplemental report

00:03:01

- Questions/Discussion by Council

00:13:37

B. Update on Special Events Permit

- Assistant City Manager Summer Palmer reviewed the special events permit. She used visuals as part of her review. See Attachment A.

00:20:39

- Discussion

00:30:37

IV. ADJOURN

- At 5:59 pm Mayor Porter called for a motion to end the work session

00:39:17

Council Member Howe moved to adjourn the work session, followed by a second from Council Member Peterson. The voice vote was unanimous in favor of the motion.

COUNCIL MEETING MINUTES

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COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Jeanette Smyth, Doug Stephens, Jeremy Howe, and Clayton Peterson

Note: Council Member Smyth joined the meeting electronically

COUNCIL MEMBERS EXCUSED

Mike Howard

STAFF MEMBERS PRESENT

Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Public Works Director Jon Andersen, Code Compliance Official Guillermo Garcia, City Planner Alikea Murphy, Communications and Events Manager Danielle Bendinelli, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Tyler Murphy, Marcus Arbuckle- Keddington & Christensen joined the meeting electronically

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link: https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC2602031759.mp3?t=202602041200230&t=202602041200230 or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:13 pm
00:00:00

B. Prayer/Moment of Silence

- The mayor led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Peterson led everyone in the Pledge of Allegiance
- Mayor Porter called for a motion to open the meeting
00:00:46

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

IV. RECOGNITION OF EMPLOYEES

No employees were recognized at this time

V. PUBLIC COMMENT

No one came forward to comment. Mayor Porter said he expected officers from Bonneville High School to be present for public comment. He would give them the opportunity to comment when they arrived.

00:01:00

VI. RESPONSE TO PUBLIC COMMENT

- Not applicable

VII. CONSENT AGENDA

Approval of February 3, 2026 Council Minutes and January 23-24, 2026 Strategic Planning Meeting Minutes

- Mayor Porter asked if any corrections needed to be made to the minutes. City Recorder Kapetanov mentioned a correction that she needed to make. The mayor called for a motion to approve the consent agenda with the suggested correction.

00:01:23

Council Member Peterson so moved. The motion was seconded by Council Member Howe. All present voted aye.

- At this point, the Mayor took the opportunity to excuse Council Member Howard who was out of town and then announced that Council Member Smyth was joining the meeting electronically.

00:02:35

VIII. AUDIT REPORT

- Finance Director Peter Anjewierden commented about the audit then turned the time to Marcus Arbuckle from Keddington & Christensen to report on the FY2025 audit

00:03:03

- 155 • The Bonneville High School Student Body Officers had arrived during the audit report, so Mayor
156 Porter allowed them to come forward at this time. They asked for a donation from the City for
157 their graduation party. 00:12:51
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161 **IX. DISCUSSION / ACTION ITEMS**

162 **A. Consideration of Resolution 26-04 – Approving an Agreement with TimeClock Plus for Use of**
163 **Time Keeping Software**

- 164 • Finance Director Peter Anjewierden gave an overview of this agreement and the reason
165 staff was recommending it 00:14:18
166 • Questions by Council 00:20:27
167 • Mayor Porter called for a motion to approve Resolution 26-04
168 00:26:02
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170 **Council Member Howe so moved, followed by a second from Council Member Peterson.**
171 **The mayor asked if there were any further comments, and seeing none, he called the vote:**
172

173 **Council Member Stephens - Yes**
174 **Council Member Smyth - Yes**
175 **Council Member Howe- Yes**
176 **Council Member Peterson- Yes**
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178 **The agreement with TimeClock Plus was approved.**
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181 **B. Consideration of Resolution 26-05 – Approving and Interlocal Agreement with Weber County**
182 **Relating to the Delivery of Municipal Solid Waste to the Weber County Transfer Station**

- 183 • Mayor Porter explained that at his WACOG meeting the previous evening they had
184 discussed the Transfer Station. Due to some new information presented at the meeting, it
185 would not be appropriate to approve the agreement at this time.
186 00:26:25
187 • Mayor Porter called for a motion to table Resolution 26-05.
188

189 **Council Member Howe so moved. Council Member Peterson seconded the motion.**
190 **The mayor made a roll call vote:**
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192 **Council Member Peterson- Yes**
193 **Council Member Howe- Yes**
194 **Council Member Smyth- Yes**
195 **Council Member Stephens- Yes**
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197 **The resolution was tabled.**

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X. REPORTS/DIRECTION TO CITY MANAGER

- A. City Council Members**
- Council Member Smyth - 00:27:17
- Council Member Howe - 00:27:53
- Council Member Stephens - 00:29:09
- Council Member Peterson - nothing to report
- B. Assistant City Manager** 00:31:09
- C. Mayor** 00:40:14

XI. ADJOURN

- At 6:57 pm, Mayor Porter called for a motion adjourn 00:43:19

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

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session and Council Meeting held Tuesday, February 3, 2026.


Leesa Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A
Special Events Permit Presentation

Not Approved

STAFF REPORT



SUBJECT: Updates to City Alarm Ordinances
AUTHOR: Chief Darin Parke
DEPARTMENT: Police
DATE: April 7, 2026

RECOMMENDATION

I recommend the council adopt the proposed changes to the City's Alarm Ordinances.

BACKGROUND

Most of our alarm ordinances were adopted in the late 1990s to address repeated false alarms at the same location. A city alarm permit became required, and fees were established for repeated false alarms. The Police Department responds to 15 to 20 false alarms each month.

ANALYSIS

Fales alarms are a draw on Public Safety resources. Alarm ordinances were reviewed in relation to current practices and state requirements. The Fire Department was involved in the review.

Some ordinances are redundant with Utah State Laws such as 58-55-301 and 302, and Utah Office of Administrative Rules R156-55d-102, 103, 604.

A city issued alarm permit is still required and fees are imposed according to the city fee schedule for repeated false alarms. At the request of the Fire Department, false alarms from Personal Medical Devices are exempt from paying any fee.

Affected City Ordinances are: 3-7-1, 2 ,3, 4, 5, 6, 8, 9, and10.

SIGNIFICANT IMPACTS

None

ATTACHMENTS

Alarm Ordinance 2026C (Strikethrough of current ordinances)
Alarm Ordinance 2026D (Changes to ordinances)

ORDINANCE NO. 26-03

**AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, AMENDING
SOUTH OGDEN CITY CODE (SOCC) TITLE 3 CHAPTER 7 – “ALARM
SYSTEMS AND BUSINESSES”**

SECTION 1 - RECITALS:

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

WHEREAS, the City Council finds that the current ordinance having to do with alarms and alarm permits were created almost thirty years ago; and,

WHEREAS, the City Council finds that the Chief of Police recommends amending the City’s laws concerning alarms and alarm permits to bring them up to date and in line with current practices; and,

WHEREAS, the City Council finds that the Chief of Police, the Fire Department, and other City Staff have reviewed the recommended changes to Title 3 Chapter 7 of the South Ogden City Code concerning alarms and alarm permits; and,

WHEREAS, the City Council finds that South Ogden City Code 3-7 “Alarm Systems and Businesses” should be amended to reflect the proposed changes;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that Title 3 Chapter 7 of the South City Code be changed and amended:

AMENDED SECTION:

Upon the adoption of this Ordinance, South Ogden City Code Title 3 Chapter 7 is readopted with the changes set out in **Attachment "A"**, which is incorporated herein, to read as indicated.

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - SAVINGS CLAUSE:

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

SECTION V - DATE OF EFFECT:

This Ordinance shall be effective on the 7th day of April, 2026, and after publication or posting as required by law.

DATED this 7th day of April, 2026.

SOUTH OGDEN, a municipal corporation

Mike Howard,
Mayor Pro Tem

Attested and recorded:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT “A”

ORDINANCE NO. 26-03

An Ordinance Of South Ogden City, Utah, Amending South Ogden City Code
(Socc) Title 3 Chapter 7 – “Alarm Systems And Businesses”

07 Apr 26

CHAPTER 7 ALARM SYSTEMS AND BUSINESSES

3-7-1: Definitions

As used in this chapter:

ALARM AGENT: Any individual employed by a company engaged in an alarm business.

ALARM BUSINESS: Any commercial activity involving the sale, installation, maintenance, alteration, repair, replacement, servicing, monitoring or moving of alarm systems. "Alarm business" does not include the activities of the owner of a proprietary system or his or her employees.

ALARM COMPANY: Any person or association of persons engaged in an alarm business.

ALARM SYSTEM: Any mechanism, equipment or device upon any premises or group of premises under single control or management, designed to operate automatically or upon manual activation which transmits a signal, message or warning on- or off-premises, by any means, with the intent to direct attention to an emergency and to signal any emergency occurrence, directly or indirectly, to the police/fire department, as appropriate.

ALARM USER: The person, firm, partnership, association, corporation, company or organization of any kind in control of any building, structure or facility wherein an alarm system is maintained.

BURGLARY ALARM SYSTEM: Alarm system signaling an entry or attempted entry into an area protected by the system.

CHIEF OF POLICE: The director of the police department of South Ogden City or his designated representative.

FALSE ALARM: The activation of an alarm system through mechanical failure, accidental tripping, misoperation, malfunction, misuse or the neglect of the owner or lessee of an alarm system, or of his employees or agents. Upon failure of the police/fire department to find any evidence of intrusion or other need or cause for activating an alarm system, a presumption of false alarm will arise. False alarm shall not include activations determined to be caused by earthquakes, violent winds or external causes beyond the reasonable control of the owner or lessee of the alarm system.

FIRE CHIEF: The director of the fire department of South Ogden City or his designated representative.

PROPRIETARY SYSTEM: An alarm system which employs the sounding or recording of alarm and supervisory signals at a control center solely under the supervision of the proprietor of the protected premises.

ROBBERY ALARM SYSTEM: An alarm system signaling a robbery or attempted robbery. (Ord. 902, 4-4-1997)

3-7-2: License Required; Businesses

Each alarm installation or maintenance business shall meet the standards of the state licensing regulations governing alarm businesses and shall possess a state license, ~~but need not obtain a separate city license.~~ (Ord. 09-16, 10-20-2009, eff. 10-20-2009)

3-7-3: Permit Required; Premises

A city permit is required for each ~~parcel of~~ property containing an alarm system, existing or subsequently installed, permanently or temporarily, within the limits of the city. (Ord. 902, 4-4-1997)

3-7-4: Application

A. Required; Form; Fee:

- ~~A.1. Every alarm installation or maintenance business shall apply for a building permit to install an alarm system within the city with the building and inspection services department. Every application for a license to install, maintain or operate an alarm system within the city shall be filed with the inspections services division, on forms and in the manner prescribed by that department, together with the payment of such permit fees as may by resolution be established by the city council. (Ord. 902, 4-4-1997; amd. 2001 Code)~~
- B. ~~Content: Every property owner and/or business owner with an alarm shall apply for an alarm permit with the police department.~~ The application shall ~~set forth~~ include the full name, address and telephone number of both the installer of the system and the person or business on whose premises the system will be installed, ~~as well as a description of the system and the location where it is proposed to be installed, together with documentation that the proposed installer is properly licensed.~~
- C. ~~Approval Conditions: The police/fire chief shall recommend approval of such application if s/he finds:~~
- ~~1. That at the time of application, the applicant presents to the inspections services division a certification that the alarm system will be installed in accordance with the then applicable installation criteria of the city and that the proposed alarm system and the installation thereof is compatible with the physical environment such that proper function of the proposed alarm system is expected. This certification must be made by a state certified and city licensed installer or business.~~
 - ~~2. Certification that the proposed alarm system is compatible with, and meets the standards of, the then existing edition of the uniform fire code and other applicable alarm equipment specifications as may, from time to time, be promulgated by the city or authorized state agency.~~
 - ~~3. That the use of the alarm system will not interfere with the orderly conduct of city business. (Ord. 902, 4-4-1997)~~

3-7-5: Rules, Regulations And Requirements

- A. Enforcement; Establishment Of Rules And Regulations: The provisions of this chapter shall be administered and enforced by the chief of police and/or the fire chief. ~~The chief and/or the designated departmental representative is authorized to make inspections of alarm systems and of the premises wherein said device or system is located. The police/fire chief shall have the power to make such reasonable rules and regulations as may be deemed necessary to implement and enforce the provisions of this chapter.~~
- B. Audible Alarms: Nonmonitored burglary or robbery audible alarms are prohibited within the confines of the city. Vehicle alarms are exempt from the provisions of this subsection.
- C. Autodialer Forbidden: No alarm system shall automatically dial the police/fire department or other emergency dispatch number and give any prerecorded message or other annunciation. (Ord. 902, 4-4-1997)
- ~~D. Instruction As To Operation Of Systems: It shall be the responsibility of the owner or supplier of the system to instruct and reinstruct, as necessary, his/her subscribers and/or occupant of the premises wherein the system is installed, in the proper use and operation of the device or alarm, whether silent or audible, including specifically all necessary instruction in turning off said alarm and in avoiding false alarms. (Ord. 902, 4-4-1997; amd. 2001 Code)~~
- ~~E.D.~~ Notice Of Name Of Business Or Occupant: Every business or occupant ~~installing,~~ maintaining or operating an alarm system shall comply with the following:

1. Business: Each business shall provide the police/fire department with responsible party information identifying a party who is responsible to respond or to have one respond to the location of the alarm.
 - a. The responsible party information shall contain the names and telephone numbers of at least three (3) persons who will respond to silence or reset an activated alarm and to take charge of the premises.
 - b. The responsible party information will be furnished at the time of installation and shall be updated— when changes are made.~~not less than quarterly~~. Update information shall be given to the police/fire department in writing and shall be kept on file by the police/fire department.
2. Multiple-Occupant Premises: Multiple-occupant premises managers shall furnish the police/fire department with a list of each premises tenant or occupant.
 - a. Submitted information shall include the tenant or occupant's name, address and telephone number, together with the name and telephone number of an alternate person to be called in the event of an activated alarm.
 - b. In the event that neither the identified occupant or tenant, nor the designated alternate, is available, the manager will be required to respond to the alarm.
 - c. When the current occupant or tenant leaves the premises, the manager shall notify the police/fire department. The manager shall also notify the police/fire department of occupancy by a new tenant or occupant. The notices required by this subsection may be given together if the information is available but in no event shall the information be delayed longer than five (5) days prior to being delivered to the police/fire department.
 - d. A new, complete and updated list shall be furnished to the police/fire department quarterly.
3. Residential: Property owners of single-family dwellings shall furnish the police/~~fire~~ department with the name, address and telephone number of the premises occupant and an ~~an~~ two alternates ~~person~~ to be called in the event of an alarm activation.
 - a. When the existing occupant leaves the dwelling and/or a new occupant takes up occupancy, the property owner shall notify the police/~~fire~~ department, ~~in writing~~, of the change and shall provide the identifying information as set out above. The property owner shall report the changes in occupancy ~~information~~ within five (5) working days.
 - b. An ~~new, complete and~~ updated list shall be furnished to the police/~~fire~~ department ~~annually~~ when changes occur.
 - c. ~~In the event that neither the occupant nor the alternate are available to respond to an activated alarm, the owner shall provide for a second alternate who will be required to respond during the time the originally designated individuals are unable to do so. The second alternative information shall be provided to the police/fire department and shall include the person's name, home and business addresses and telephone numbers.~~

~~F. Responsibility Of Alarm Office; Monitoring Companies:~~

- ~~1. Any person or company providing alarm office service shall be responsible for obtaining and maintaining an up to date listing of responsible parties to respond to the "alarmed" premises upon the activation of an alarm. The listing required by this subsection shall contain the informational equivalent of the information required by subsection E of this section.~~
- ~~2. It shall be the responsibility of the alarm office or alarm monitoring person or company to notify the responsible party to respond.~~

~~3. The alarm office or monitoring person or company shall then immediately notify the police/fire department of the name of the person responding, their estimated time of arrival at the scene, and a description of the vehicle in which the responding party will arrive.~~

~~G. Notice Of Disruption In Service: When the provider of alarm services disrupts its service to any of its customers for any reason, or the alarm service provider becomes aware of any such disruption, the alarm service provider shall promptly notify its subscribers of the disruption and inform them that protection is no longer being provided.~~

~~H.E. Responsibility For Alarm Services: In the case of an audible, silent or fire alarm, the person or person listed on the occupant, alternate list, or those listed as responsible parties, shall, upon notification, proceed immediately to the location of the activated alarm and render all necessary service. The police/fire department shall be under no obligation to remain at the location of the activated alarm, for a period in excess of thirty (30) minutes waiting for the responsible party to arrive.~~

~~I.F. Additional Requirements:~~

~~1. Sensory Mechanism: The sensory mechanism used in connection with an alarm system shall be adjusted to suppress false indications of intrusion or fire so that the device will not be activated by impulses due to transient pressure changes in water pipes, short flashes of light, wind noise such as the rattling or vibrating of doors or windows, vehicular noise adjacent to the installation, radio frequency energy, nonintrusive motion or other forces unrelated to genuine alarms.~~

~~2. Maintenance: All components comprising such an alarm device shall be maintained by the owner or lessee of the premises upon which it is installed in good repair so as to assure reliability of operation.~~

~~3.1. Vehicle Audible Alarms: Vehicle audible alarms shall not, when actuated, ring for a period in excess of ten (10) minutes.~~

~~4.2. Uninterruptable Power Supply: All alarm systems shall be configured so as to eliminate false annunciation upon loss of commercial power. Each alarm system, except vehicle alarms, shall have an uninterruptable power supply which will sustain the operation of the alarm system for a period of not less than four (4) hours.~~

~~I.G. Operational Defects Remedied:~~

~~1. Options: Upon receiving signals, warnings or messages evidencing a failure to comply with the requirements of this chapter respecting operational requirements and training as to the operation of alarm systems, the police/fire department and the police/fire chief may: direct that there will be no response to the premises until corrective measures are taken.~~

~~a. If, upon inspection, it is determined that the system sending such messages, signals or warnings is defective or inoperable, enter an order for disconnection of the alarm system in order to relieve the police/fire department of the burden of responding to false alarms.~~

~~b. In addition to any other provisions of this chapter, demand that the owner or lessee of such device:~~

~~1. Immediately remedy the defect;~~

~~2. Take whatever steps are necessary to disconnect the device; or~~

~~3. Acknowledge that there will be no response to the premises serviced by the system until corrective measures are taken.~~

~~2. Presumption Of Noncomplying Device: For the purposes of this subsection, if the system is activated five (5) times in succession without any intermittent valid alarms, it shall be presumed that said device is not in compliance with the requirements of this chapter.~~

~~K. Notification Of Tests:~~

~~1. Alarm businesses and permittees shall notify the police/fire dispatcher at the police/fire communications and shall notify the fire chief prior to any service, test, repair,~~

~~maintenance, adjustment, alteration or installation of any alarm system which would directly or indirectly result in an emergency services response.~~

- ~~2. Any alarm received after such notification while the system is out of service shall not constitute a false alarm under subsection J of this section, or as discussed elsewhere in this chapter.~~
- ~~3. Alarm businesses and permittees shall notify the police and fire departments when the alarm system is back in regular service. (Ord. 902, 4-4-1997)~~

3-7-6: False Alarms; Fines Imposed

After having two (2) false alarms occur, outside a twenty four (24) hour period, within a twelve (12) month period on the same premises, there will be a monetary assessment [according to the City's fee schedule](#), as follows:

- ~~A. Third alarm; thirty dollars (\$30.00).~~
- ~~B. Fourth alarm; sixty dollars (\$60.00) (upon a fourth false alarm, the alarm holder's insurance company and/or state licenser will be notified by mail, by the police/fire chief, of pending disconnection).~~
- ~~C. Fifth alarm; the alarm will be subject to disconnection or no response as stated in subsection 3-7-5J of this chapter. (Ord. 902, 4-4-1997)~~

3-7-7: Reinstatement Of Alarm

The alarm user may apply for reinstatement of a disconnected or nonresponse alarm system by providing the police/fire chief or their designee with convincing, documented proof that the problem causing the disconnection or nonresponse status has been corrected. Said proof must be accompanied by a signed statement from a state certified alarm technician that the alarm system has been monitored and certified as "false free" for thirty (30) consecutive days. A reinstatement fee will be assessed as provided for by the city. (Ord. 902, 4-4-1997)

3-7-8: ~~Reserved~~ Inspections; Authority

- ~~A. The police/fire chief, or their designee, shall have the authority, at reasonable times and upon oral notice, to enter any premises within the city where an alarm system holding a permit hereunder exists, to inspect the installation and operation of any alarm system to determine whether it is being used, and is operating, in conformance with the provisions of this chapter.~~
- ~~B. The police/fire chief, or their designee, shall likewise have the authority to inspect the premises, the proposed system to be installed, and the plans therefor prior to the issuance of any permit required by this chapter. (Ord. 902, 4-4-1997)~~

3-7-9: Appeal

- A. False Alarms; ~~Board Established:~~ Any person, company, business or premises that is assessed the civil penalty in accordance with section 3-7-6 of this chapter, has the right to appeal to [the City's Hearing Officer](#) ~~an alarm appeal board~~. Said board shall be comprised of the chief of police, fire chief and the city manager, or their respective designated representatives.
- B. Time Limit; Notice: An [written](#) appeal hereunder must be filed with the office of the city ~~manager recorder~~ within ten (10) days of receipt of notice of the imposition of any such penalty. Notice is effective and sufficient when sent by regular mail [or email](#) to the address provided ~~on the alarm permit~~ [by city staff](#).

- C. Modification For Extenuating Circumstances: If extenuating circumstances are proven to the satisfaction of the ~~board~~ hearing officer by the party making the appeal, the ~~board~~ hearing officer may waive or modify the penalty which is the subject of the appeal. (Ord. 902, 4-4-1997)

3-7-10: Liability Of City Limited

- A. The city shall not be liable for any defects in operation of such system, for any failure or neglect to respond appropriately upon the receiving of an alarm from such a source, nor for the failure or neglect of any business, apartment manager or lessee, or any other individual, person or firm, on account of activities associated with the presence of any alarm system.
- ~~B. In the event the city finds it necessary to order a party to disconnect an alarm system, the city shall not be liable for any results of such action. (Ord. 902, 4 4 1997)~~

3-7-11: Penalty

Notwithstanding any other provisions in this chapter, failure of any person to comply with the requirements of this chapter shall constitute a class B misdemeanor and shall, upon conviction, be subject to penalty as provided in section 1-4-1 of this code. Each day a violation exists constitutes a separate offense and is subject to the full penalty contained herein. (Ord. 902, 4-4-1997; amd. 2001 Code)

STAFF REPORT



SUBJECT: City Attorney Contract
AUTHOR: Summer Palmer
DEPARTMENT: Administration
DATE: 04/07/2026

RECOMMENDATION

Approve the contract for Amy Hugie, Attorney at Law, for contract legal services.

BACKGROUND

The City currently contracts with ETJ for legal services. The firm's staffing has recently changed and along with a rate increase and ongoing service issues, staff decided to pursue alternative options.

Amy has 27 years of experience providing municipal legal services. She comes highly recommended and is familiar with South Ogden City as she previously worked with Ken Bradshaw, former South Ogden City Attorney.

ANALYSIS

SIGNIFICANT IMPACTS

There is already a budget approved for legal services, so there is no additional financial impact.

ATTACHMENTS

Contract for Employment- Amy Hugie, Attorney at Law

Resolution No. 26-06

**A RESOLUTION OF SOUTH OGDEN CITY ADVISING AND
CONSENTING TO THE APPOINTMENT OF A CITY ATTORNEY AND
APPROVING THE EXECUTION OF AN EMPLOYMENT
AGREEMENT BETWEEN THE CITY AND THE CITY ATTORNEY**

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

WHEREAS, the City Council finds that in conformance with the provisions of UCA § 10- 3-717, the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property; and,

WHEREAS, the City Council finds that in conformance with the provisions of SOCC § 1-6-3, the City Manager, with the advice and consent of the City Council, may appoint a City Attorney; and,

WHEREAS, the City Council finds that entering into an Employment Agreement with the City Attorney will be advantageous to both parties in that it will set out clearly the terms and conditions of the Attorney's employment, including duties and responsibilities; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City of SOUTH OGDEN as follows:

SECTION 2 - ADVICE AND CONSENT, APPOINTMENT AND EMPLOYMENT AGREEMENT

1. That the South Ogden City Council gives their Advice and Consent to the Appointment of Amy Hugie to serve as City Attorney.
2. That the Employment Agreement negotiated between the City Attorney and the City Manager, attached hereto as "Attachment A" and by this reference fully incorporated herein, is accepted in all particulars.
3. That the City Manager is authorized to sign, and the City Recorder authorized to attest, any and all documents necessary to effect the terms, conditions, and events of this Resolution.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 5 - SAVINGS CLAUSE:

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

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 7th day of April, 2026, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH, on this 7th day of April, 2026.

SOUTH OGDEN CITY

Mike Howard,
Mayor Pro Tem

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT “A”

Resolution No. 26-06

A Resolution Of South Ogden City Advising And Consenting To The Appointment Of A City Attorney And Approving The Execution Of An Employment Agreement Between The City And The City Attorney

07 Apr 26

CONTRACT FOR EMPLOYMENT

This Agreement is entered into this _____ day of _____ 2026, by and between AMY F. HUGIE, ATTORNEY AT LAW [hereinafter “City Attorney”] and SOUTH OGDEN CITY [hereinafter “City”].

RECITALS

WHEREAS, Amy F. Hugie, Attorney at Law, is willing to be hired as City Attorney upon the terms and conditions contained in this agreement and for the remuneration stated herein, and

WHEREAS, the City is willing to employ said individual upon the terms and conditions herein stated as City Attorney, and

WHEREAS, said City Attorney may accomplish duties as she may deem appropriate and she may hire additional attorneys to assist her upon the terms and conditions stated in this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the parties hereby mutually stipulate and agree as follows:

- 1. Services Provided by City Attorney:** City Attorney shall provide counsel, representation, and support for the City, Mayor and City Council, and City Planning Commission on civil and any other legal matters as determined appropriate by the City Manager. This includes, among other things, drafting letters, ordinances, resolutions, and contracts; answering phone calls and text messages and emails from the City Manager, elected and appointed City officials, and City staff; and reviewing and revising contracts, documents, Municipal Code, and Zoning Code. The parties agree to cooperate and act in good faith to ensure that the City’s interests are adequately and properly represented in all civil matters, with due regard to the workload and work capacities of the parties. City Attorney agrees to appear for meetings (either in person or by Zoom depending on circumstance) as requested by the City Manager, including City Council meetings and their corresponding work sessions, meetings for the purpose of coordinating work within the City office, or any other meetings as deemed reasonably needed by the City Manager. City Attorney shall evaluate and make recommendations to City concerning the need to retain special legal counsel to handle or assist City Attorney in specialized legal areas, including certain water law issues. City Attorney shall notify the City Manager of prior commitments in her schedule as soon as they are scheduled but will make every effort to make the City a priority in scheduling. City Manager agrees to contact City Attorney as soon as possible regarding scheduling of meetings to make sure that City Attorney can be as flexible as possible to make City a priority in scheduling.

- 2. Independent Contractor:** The parties hereby stipulate, agree, and understand that the City Attorney is an independent contractor and not an employee of City. City Attorney shall not at any time or in any manner represent that she is a City employee. The parties mutually stipulate and agree that the City Attorney shall conduct her time in such a manner as to fulfill her responsibilities under this contract, but that the time, manner, and place of completing such duties shall be at the sole discretion and control of the City Attorney. The City Attorney understands and agrees that as an independent contractor she will be provided payment under this Agreement, without any deduction for any federal or state tax and that the City Attorney will be responsible for the satisfaction of any and all tax liability arising from such payments.
- 3. Other Commitments:** The City is aware and understands that City Attorney works for other entities, which some of those are: West Haven City, Willard City, Weber Fire District, Cache County Fire District, Central Box Elder Fire District, Mountain Green Fire Protection District, and Portage Town. The City understands that Attorney is an independent contractor for other entities and other individuals and may from time to time take on other representation. City Attorney commits that she will not be attending meetings on the 1st and 3rd Tuesday nights in any other city or special service district but South Ogden City unless prior agreement has been reached by the parties. The City is aware that City Attorney has Willard City meetings every Thursday evening starting at 6:00 P.M.; West Haven City criminal court proceedings every Tuesday morning from 8:30 AM to 1:00 PM; that City Attorney has West Haven meetings every Wednesday evening starting at 4:00 PM; and that City Attorney has Weber Fire District meetings on the 2nd Tuesday of every month starting at 5:00 PM. Beyond these times, the parties mutually stipulate and agree that the City Attorney shall conduct her time in such a manner as to fulfill her responsibilities under this contract, but that the time, manner, and place of completing such duties shall be at the sole discretion and control of the City Attorney. Both parties agree that there are no conflicts of interest at this time with the City's work and City Attorney's other work.
- 4. Vacation Time:** City Attorney takes approximately five weeks of vacation during the year. One of those specific times is the week leading up to July 4th, which includes July 4th, of every year. The other specific time is a full week in June – usually the 2nd week of June. There is usually a vacation week in the springtime and a vacation week in the fall. The City Attorney shall give at least a month's notice of when the vacation time is so as to coordinate with City Manager and City staff regarding any City needs. The parties agree that they shall work together regarding any other vacation time, but that City Attorney shall give as much notice as possible regarding that vacation time that she will be unavailable for meetings or City work.

- 5. Hourly Rate:** The City Attorney shall be paid the sum of \$150.00 per hour for all legal services provided by City Attorney. The amount of compensation shall be adjusted annually on July 1st consistent with the annualized cost of living adjustment given to the employees of the City and the City's Treasurer. All fees for legal services will be charged on a minimum 0.1 hourly basis. Chargeable legal services include each email, each text message, and each telephone call relating to City business, including but not limited to emails, text messages, and telephone calls from City staff, elected and appointed City officials, opposing counsel, or others related to City business. City shall also pay travel costs incurred by Attorney for travel to meetings or other related travel by Attorney to fulfill the duties of this Contract at the price of \$150.00 per hour. Travel is calculated from City Attorney's Office in Brigham City to City Hall in South Ogden.
- 6. Monthly Invoice.** At the end of each month, the City Attorney shall provide an invoice to the City with the monthly amount owed, a description of the work performed, and the hours worked. City shall pay said invoiced amount by check within fifteen (15) days of receiving said invoice, made payable to AMY F. HUGIE ATTORNEY AT LAW. The check shall be mailed to: 9 West Forest Street, Suite 208, Brigham City, UT 84302.
- 7. Additional Expenses.** The City shall pay City Attorney's hourly rate of \$300/hr. for any appeals that go to the Utah Court of Appeals or the Utah Supreme Court or for any civil litigation for the City that must be conducted by City Attorney that is not covered by the City's insurance company through the Trust. The City shall pay for conflict counsel at any time the City Attorney has a conflict, which City Attorney shall immediately notify the City Manager of said conflict as soon as it becomes known. City Attorney shall pay for her own malpractice insurance and continuing legal education.
- 8. Office Supplies.** As requested by the City Attorney, the City shall provide City stationary/letterhead, files, envelopes, postage, paper, and any other reasonable and necessary office supplies to be used by City Attorney in the completion of her duties contemplated by this contract.
- 9. Termination.** The parties to this Agreement recognize, acknowledge and agree that this Agreement may be terminated at any time by any party to this agreement for any reason, with or without cause. Specifically, the City Attorney serves at the pleasure of the Mayor and City Council under the direction of the City Manager and any termination of the agreement by the City shall come from the Mayor and the City Council, as a body. The parties mutually stipulate and agree that any termination of this agreement, however, notwithstanding the right to terminate it with or without cause, shall be exercised only upon 60 (sixty) days' written notice to each and every other party to this Agreement. All work performed by City Attorney up to the date

of termination shall be paid. The parties may separate prior to the end of 60 (sixty) days as long as both parties' mutually agree.

- 10. City Attorney Employment of Additional Attorneys or Assistants.** The City Attorney may employ, at her sole expense, other attorneys or assistants which she may deem necessary or reasonable to complete her obligations under this Agreement. Said employment shall be solely at the discretion of City Attorney and shall not impose any requirement upon her to hire additional attorneys to complete the duties contemplated by this Agreement. Said attorneys shall be subject to the approval by the City, which approval shall not be unreasonably withheld. Any such attorneys shall undertake the same obligations and duties of confidentiality arising from the attorney/client privilege which the City Attorney has. Said attorneys shall be subject to the control and supervision of the City Attorney. However, if an attorney is needed because of a conflict, the City shall be responsible for paying that attorney as outlined in Section 7 of this agreement.
- 11. Ethical Duties.** The parties mutually stipulate and agree that notwithstanding her status as an independent contractor, the City Attorney shall have all of the duties and obligations of the office of attorney including duties of confidentiality, loyalty, zealous representation, and all other duties inherent or arising out of the attorney-client relationship.
- 12. Term of Agreement.** The term of this agreement shall be for a period of three (3) years from the ___ day of _____ 2026. This Agreement shall automatically renew yearly after the initial three (3) years, unless either party provides a sixty (60) day written notice to the other party prior to the end of the yearly term regarding a notice of termination or request to renegotiate the terms of the agreement.
- 13. Renewal or Extension.** This agreement may be further subject to additional modifications or renewals, which shall be executed by all of the parties and in writing.
- 14. State of Utah.** This Agreement shall be interpreted by the laws of the State of Utah.
- 15. Attorney Fees.** If any dispute or disagreement arises between the parties as to any matter relating to this agreement, the parties agree to confer and attempt to resolve the matter informally. If the parties cannot agree then they will refer the dispute for resolution to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and the mediation shall commence within thirty (30) days of either party's written request to the other

for mediation. Any agreement in mediation shall be reduced to writing, be signed by the parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship. If mediation is unsuccessful or for some other reason this agreement is involved in litigation, it will be conducted in the First District Court in Box Elder County or in federal court in the State of Utah. In the event either party institutes litigation to enforce its rights under this agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

- 16. **Compliance with Laws.** City Attorney and City shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local government in connection with the performance of this Agreement.

- 17. **Interpretation.** Each party recognizes that this Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of this agreement, the same shall not be construed against either party on the basis of the party being the drafter of such terms.

- 18. **Severability of Provisions.** If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

- 19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may not be altered or amended without a further written agreement executed by all of the parties.

DATED this _____ day of _____, 2026.

Amy F. Hugie, City Attorney

Matthew J. Dixon
South Ogden City Manager

Attest:

Leesa Kapetanov, MMC
City Recorder

STAFF REPORT



SUBJECT: Actuarial Evaluation for GASB 75
AUTHOR: Peter Anjewierden
DEPARTMENT: Finance
DATE: 04/07/2026

RECOMMENDATION

Staff recommends City Council approve a two year contract with Foster & Foster

BACKGROUND

Our City is required to have an actuarial review of Post Employment Benefits provided to retired employees annually, that is subsequently shared and reviewed by our contracted Auditors.

ANALYSIS

The city calculates and records a liability on our ledger for Post Employment Benefits Due to retired employees, that is subsequently reviewed and audited by a contracted actuary as required under GASB 75. We have been pleased with the prior review from this firm, and their actuarial review has been confirmed annually by our contracted Auditors at Keddington and Christensen.

SIGNIFICANT IMPACTS

Impact to the city that is annually budgeted for will simply be trued-up to account for the provided bid that includes a 10% discount for continuence at a totl cost of \$5,400.

ATTACHMENTS

Proposed Contract

Resolution No. 26-07

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH FOSTER AND FOSTER CONSULTING ACTUARIES, INC. FOR ACTUARIAL SERVICES

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to adopting and amending a citywide employee policy manual; and,

WHEREAS, the Government Accounting Standards Board (GASB) passed Statement No. 75 Having To Do With the Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (OPEB); and,

WHEREAS, the City Council wishes to be in compliance with GASB 75; and,

WHEREAS, GASB 75 requires the services of an actuary to calculate the value of projected benefit payments; and,

WHEREAS, the City Council finds that Foster and Foster Consulting Actuaries Inc. has the necessary professional capabilities to provide actuarial services; and,

WHEREAS, the City Council finds that it now wishes to enter into an agreement with TCS to provide actuarial services; and,

WHEREAS, the City Council finds the City Manager is the chief administrative officer of the City and should be authorized to enter into an agreement with Foster and Foster Consulting Actuaries Inc. on behalf of the city in furtherance of these ends; and,

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

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

The City Council of South Ogden City, State Of Utah, Authorizes and Approves An Agreement With Foster and Foster Consulting Actuaries Inc. For Actuarial Services, And Authorizes The City Manager To Negotiate And Resolve Any

Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said "**Contract Agreement**" (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

SECTION 2 - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION 4- SAVINGS CLAUSE

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

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 7th day of April, 2026, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 7th day of April, 2026.

SOUTH OGDEN CITY

Mike Howard,
Mayor Pro Tem

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 26-07

Resolution Of South Ogden City Approving An Agreement With Foster And
Foster Consulting Actuaries, Inc. For Actuarial Services

07 Apr 26

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 30th day of March, 2026 by and between Foster & Foster Consulting Actuaries, Inc. ("Consultant"), a corporation with principal offices located at 13420 Parker Commons Boulevard, Suite 104, Fort Myers, Florida 33912 and City of South Ogden ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2027, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.
10. General.

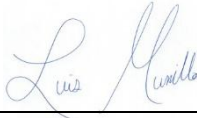
- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
 FOSTER & FOSTER CONSULTING
 ACTUARIES, INC.

"CUSTOMER"
 CITY OF SOUTH OGDEN

Signed: 

Signed: _____

By: Luis Murillo

By: _____

Title: Senior Consulting Actuary

Title: _____

Date: March 30, 2026

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results can be split by up to three employee classifications.

Services do not include Consultant's in-person attendance at any meetings. Services also do not include a separate funding valuation unless requested by Customer.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$3,800. One-half, or \$1,900 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$1,900 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the “roll-forward” valuation a total of \$1,900 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the “roll-forward” valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$1,710 by June 1, 2026, the full valuation fee shown above shall be reduced by 10%.