



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

TUESDAY, MAY 19, 2026 - 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, May 19, 2026. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the EOC. The meeting is open to the public; anyone interested is welcome to attend. No action will be taken on any items discussed during the pre-council work session. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

II. REVIEW OF COUNCIL MEETING AGENDA

III. DISCUSSION ITEMS

A. FY2026 and FY2027 Budgets

B. Staff Recommendation on How to Comply with 20% Water Reduction Requirement at City Owned Facilities (Parks, Splash Pad, etc.)

IV. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on May 19, 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.

FY 2026-2027

Enterprise Funds Pro Forma Budget Balances

Account Number	Account Title	2025 -2026			Current Year	
		2024-25 Actuals	Current Year YTD Actuals	2025-26 Projected Actuals	2025-26 Budget	2026-2027 Tentative Budget
WATER FUND						
	Beginning Cash			352,828		
	Partial A/R Receivables (est. collectible)	-	-	300,000		(549,791)
51-30-100	Interest	99,682	11,863	20,973	42,000	20,000
51-30-105	Interest Earned I/Fees	8,830	3,507	4,404	5,500	6,600
51-30-150	Hydrant Rentals	100	300	226	100	200
51-30-200	Water Sales	2,470,369	2,173,954	2,627,954	2,479,400	2,600,000
51-30-210	Connection Fees Water	1,125	605	968	1,400	1,400
51-30-220	Water Impact Fees	1,818	12,759	13,045	1,100	13,000
51-30-225	Late Fees	26,240	21,078	23,731	24,700	25,000
51-30-890	Appropriation of Fund Balance				1,206,600	
51-30-875	Transfer in from Storm Drain / Sewer	-	-		-	
51-30-925	Misc. Revenue	55,722	1,981	2,241	1,000	29,000
	Total REVENUE:	2,663,886	1,803,638	2,693,541	3,761,800	2,695,200
51-40-110	Salaries and Wages	286,000	255,744	305,000	307,700	325,300
51-40-112	Overtime	14,722	8,593	12,592	15,600	15,600
51-40-130	Employee Benefits	169,957	112,117	139,071	144,000	160,000
51-40-140	Franchise Fee	73,421	48,814	-	46,300	46,300
51-40-210	Books, Subscript. & Membership	9,231	2,782	3,246	9,300	9,300
51-40-230	Travel & Training	1,875	3,958	4,618	7,100	7,100
51-40-240	Office Supplies	635	203	237	200	400
51-40-245	Clothing/Uniform/Equip. Allow.	2,407	3,161	3,688	2,000	3,700
51-40-248	Vehicle Maintenance	3,713	2,307	2,692	4,600	4,600
51-40-260	Gain/Loss on F/A sale	-	-	-	-	-
51-40-270	Utilities	173	127	148	200	200
51-40-280	Telephone	3,464	2,771	3,233	3,300	3,400
51-40-290	Building Maintenance	-	-	-	-	7,500
51-40-300	Gas	7,466	3,380	3,943	12,000	12,000
51-40-310	Professional & Technical Servi	6,910	28,987	33,818	70,000	50,000
51-40-320	Blue Stake Service	3,201	2,425	2,829	2,300	3,000
51-40-325	GIS - Service & Equipment	6,978	5,401	6,301	5,500	5,500
51-40-329	Computer Repairs	-	-	-	-	
51-40-330	Valve Repair	4,755	8,511	9,930	20,000	20,000
51-40-400	PRV Maintenance	7,501	22,047	25,722	9,500	24,500
51-40-480	Special Department Supplies	22,656	7,755	9,048	30,300	30,300
51-40-490	Water Sample Testing	7,181	7,483	8,730	6,000	7,600
51-40-550	Weber Basin Exchange Water	207,771	259,416	302,652	240,000	301,000
51-40-560	Power and Pumping	267	201	235	300	300
51-40-610	h2o Tank Inspection/Maint	4,805	1,200	1,400	10,000	10,000
51-40-649	Lease Interest/Taxes	5,547	1,844	2,151	2,300	4,000
51-40-650	Lease Payments	72,584	41,487	48,402	59,000	64,700
51-40-667	Radio Read Maintenance	42,729	6,639	7,746	50,000	50,000

Account Number	Account Title	2025 -2026			Current Year	2026-2027
		2024-25 Actuals	Current Year YTD Actuals	2025-26 Projected Actuals	2025-26 Budget	Tentative Budget
51-40-680	Charge for Services - G/F	359,904	344,000	363,500	363,500	363,500
51-40-700	Doren Drive H2O-line	-	-	-	-	-
51-40-702	40th Street Waterline	-	3,677	4,290	998,400	-
51-40-709	Ben Lomond & Sunset	-	868	1,013	-	-
51-40-710	40th & Chimes - FY 2023	-	65,451	65,451	-	-
51-40-711	Brier Point Loop	3,122	2,622	2,622	-	-
51-40-713	Porter (42 to 44 Adam to Jeff)	-	-	-	-	-
51-40-714	44th to 46th PRV	-	-	-	591,600	-
51-40-716	Radio Antennas - Water Mtrs	-	83,538	86,134	10,000	10,000
51-40-718	900 East Project	1	1,236,758	1,236,758	437,700	-
51-40-720	40Th Street 2025 Project	-	829,915	829,915	-	-
51-40-749	Small Equipment	-	-	1,000	8,000	-
51-40-750	Capital Outlay	-	-	-	-	750,000
51-40-760	Water WIP	1,983,719	-	-	-	108,800
51-40-770	Water Impact Fee Projects	-	-	All	11,000	5,000
51-40-790	Transfer to General Fund	30,276	-	63,600	63,600	63,600
51-40-970	Depreciation	384,404	96,600	287,400	200,000	200,000
51-40-980	Contingency	22,399	9,780	17,049	28,000	28,000
		550,700	-			

Total EXPENDITURES:	4,300,474	3,510,562	3,896,160	3,769,300	2,695,200
WATER FUND Revenue Total:	2,663,886	1,803,638	2,693,541	3,769,300	2,695,200
WATER FUND Expenditure Net Gain (Loss)	(1,636,588)		(1,202,619)		
Total WATER FUND: Ending	352,828*	*Cash Ending (excl. A/R)	(549,791)		-

Account Number	Account Title	2025 -2026			Current Year	2026-2027
		2024-25 Actuals	Current Year YTD Actuals	2025-26 Projected Actuals	2025-26 Budget	Tentative Budget
SEWER FUND						
52-30-100	Interest Earned	94,083	56,025	65,000	110,000	65,000
52-30-200	Sewer Sales	2,315,458	1,910,457	2,300,457	2,400,000	2,400,000
52-30-250	Connection Fees Sewer	400	200		1,000	500
52-30-890	Appropriation of Fund Balance	-	-		799,800	246,200
52-30-925	Misc. Revenue	6,000	6,139	6,000	70,000	6,000
Total REVENUE:		2,415,941	1,972,821	2,306,457	3,380,800	2,717,700
52-40-110	Salaries and Wages	251,648	174,901	218,438	296,000	286,000
52-40-112	Overtime	3,972	5,711	12,211	15,800	15,600
52-40-130	Employee Benefits	144,004	87,081	117,648	142,400	154,500
52-40-140	Franchise Fee	69,960	-	5,196	86,200	9,300
52-40-210	Memberships	261	273	455	700	700
52-40-230	Traveling & Training	4,552	907	2,750	7,100	7,100
52-40-240	Office Supplies	120	15	430	1,600	1,600
52-40-245	Clothing/Uniform/Equip. Allow.	3,927	3,263	4,535	4,900	4,900
52-40-248	Vehicle Maintenance	735	2,668	3,992	5,100	5,100
52-40-280	Telephone	2,262	1,383	2,729	5,500	5,500
52-40-290	Building Maintenance	-	1,368	2,692	5,100	5,100
52-40-300	Gas	3,149	2,779	9,140	25,000	25,000
52-40-310	Professional & Technical	6,480	1,428	3,803	10,300	10,300
52-40-315	Sewer Lines Cleaning Service	43,834	41,007	54,897	53,500	54,900
52-40-320	Blue Stake Service	-	-	-	2,800	
52-40-325	GIS - Service & Equipment	353	353	1,858	5,800	5,800
52-40-400	Transfer to General Fund	5,798	-	-	12,200	
52-40-480	Maintenance Supplies	2,497	711	548	15,500	15,500
52-40-550	Central Weber Sewer Pre-Trea	23,272	-	-	23,300	
52-40-610	Central Weber Sewer Fees	1,214,856	635,856	1,267,856	1,239,200	1,400,000
52-40-650	Manhole Replacement	11,000	5,857	15,571	43,800	43,800
52-40-665	Video & Fix Trouble Spots	13,218	8,945	9,185	25,000	25,000
52-40-680	Charge for Services - G/F	244,764	204,579	247,200	247,200	262,000
52-40-700	Small Equipment	-	-	-	5,100	-
52-40-704	Lining 40th to Country Club	3,051	1,932	1,932	246,700	245,000
52-40-705	Replace 700 E/H Guy Child	-	674,549	674,549	727,000	50,000
52-40-750	Capital Outlay	-	-	-	-	
52-40-760	Sewer WIP	384,960	-	-	-	
52-40-970	Depreciation	83,162	60,000	85,000	128,000	85,000
Total EXPENDITURES:		2,521,835	1,915,566	2,742,618	3,380,800	2,717,700
SANITARY SEWER Revenue Total:		2,415,941	1,592,499		3,380,800	2,717,700
SANITARY SEWER Projected Net Gain (Loss)		105,894		(436,161)		
Total SANITARY SEWER Ending Net:		2,650,854		2,214,693	-	

Account Number	Account Title	2025 -2026			Current Year	
		2024-25 Actuals	Current Year YTD Actuals	2025-26 Projected Actuals	2025-26 Budget	2026-2027 Tentative Budget
STORM DRAIN FUND						
53-30-100	Interest	80,867	72,258	82,484	87,000	87,000
53-30-105	Interest Earned I/Fees	15,561	3,291	15,872	3,000	3,000
53-30-200	Storm Drain Revenue	1,324,539	1,096,839	1,316,839	1,258,700	1,258,700
53-30-220	Storm Drain Impact Fees	8,605	32,947	8,777	10,000	10,000
53-30-890	Appropriation of Fund Balance	-	-	-	1,699,800	1,239,400
53-30-925	Misc. Revenue	-	139		-	
Total REVENUE:		1,429,573	1,205,474	1,423,973	3,058,500	2,598,100
53-40-110	Salaries and Wages	357,788	315,350	381,956	376,000	395,000
53-40-112	Overtime	31,581	25,351	30,672	32,100	
53-40-130	Employee Benefits	180,438	137,723	166,878	142,500	175,000
53-40-140	Franchise Fee	39,389			37,800	
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIPS	1,825	2,548	4,054	5,800	5,800
53-40-230	Travel & Training	7,881	1,550	3,523	7,600	7,600
53-40-240	Office Supplies	680			500	
53-40-245	Clothing/Uniform/Equip. Allow.	1,972	9	1,618	6,200	6,200
53-40-248	Vehicle Maintenance	5,981	890	2,471	6,200	6,200
53-40-280	Telephone	983	(663)	-	3,500	-
53-40-290	Building Maintence	-			8,200	
53-40-300	Gas	7,261	3,229	4,440	6,000	6,000
53-40-310	Prof & Tech Services	10,349	10,569	13,887	25,300	25,300
53-40-320	Blue Stake Service	-			700	
53-40-325	GIS - Service & Equipment	282	645	1,941	5,800	5,800
53-40-400	System Maintenance Program	34,285	39,874	34,827	38,800	38,800
53-40-480	Special Department Supplies	4,663	2,961	2,118	6,200	6,200
53-40-649	Lease Interest/Taxes	1,007	1,007	1,007	1,000	1,000
53-40-650	Lease Payments	-	22,658	22,658	22,700	22,700
53-40-655	Transfer to Water Fund	-			8,500	
53-40-660	42ns St - Liberty to Adams	-			-	
53-40-670	Transfer to General Fund	8,374			17,600	
53-40-680	Charge for Services - G/F	119,628	103,060	120,800	120,800	221,000
53-40-700	Small Equipment	-	-		1,500	1,500
53-40-701	Burch Creek Hollow Rel-line	181	137	137	90,000	90,000
53-40-702	Replace 42nd St / Lib & Adams	1,306	-		768,200	768,200
53-40-703	Replace 40th / Wash & Burch Cr	-	-		298,800	298,800
53-40-704	42nd Adams to 40th	335	28,118	30,000	903,200	400,000
53-40-750	Capital Outlay	-			-	
53-40-761	Storm WIP 40 Street Phase 2	35,809			-	
53-40-970	Depreciation	126,337	51,600	126,300	104,000	104,000
53-40-980	Contingency	37,505			-	
53-40-981	Impact Fee Projects	-	-		13,000	13,000
Total EXPENDITURES:		1,015,841	636,889	949,286	3,058,500	
STORM DRAIN FUND Revenue Total:		1,429,573	975,141		3,058,500	
STORM DRAIN FUND Projected Net Gain (Loss)		1,015,841		474,686	3,058,500	
Total STORM DRAIN FUND: Ending		3,003,791		3,478,477		

Pro Forma Water Fund Projection Net Revenue Model
5/19/2026

Cash Flows						
	2024-25		2026-27	2027-28	2028-29	2029-30
	Actual	2025-26 Projected	Projected	Projected	Projected	Projected
Water Sales + Add'l Revenue	\$ 2,663,886	\$ 2,693,541	\$ 2,774,347	\$ 2,774,347	\$ 2,774,347	\$ 2,774,347
Revenue Totals	\$ 2,663,886	\$ 2,693,541	\$ 2,774,347	\$ 2,774,347	\$ 2,774,347	\$ 2,774,347
Current Expenses	\$ 1,766,055	\$ 1,605,378	\$ 1,653,539	\$ 1,703,146	\$ 1,737,208	\$ 1,771,953
Capital/Project Expenses	\$ 2,534,419	\$ 2,290,782	\$ 750,000	\$ 750,000	\$ 750,000	\$ 900,000
Expense Totals	\$ 4,300,474	\$ 3,896,160	\$ 2,403,539	\$ 2,453,146	\$ 2,487,208	\$ 2,671,953
Increase to Fund Balance	\$ 1,636,588	\$ (1,202,619)	\$ 370,808	\$ 321,202	\$ 287,139	\$ 102,395
Year Over Year Changes						
Water Sales	0.00%	0.00%	3.00%	0.00%	0.00%	0.00%
Current Expenses	22.01%	0.00%	3.00%	3.00%	2.00%	2.00%
Capital/Project Expenses	33.03%	-9.61%	-67.26%	0.00%	0.00%	20.00%

*Credit Zions Bank Modified Model

**Enterprise Transfers Scenario's
Pro Forma 05/19/2026**

Recovery With No Transfer

Cash Flows				
	2025-26 Projected Actuals	FY 2027	FY 2028	FY 2029
Water	\$ (549,790)	\$ (179,000)	\$ 142,200	\$ 429,400
Sewer	\$ 2,214,693	\$ 2,315,700	\$ 2,416,700	\$ 2,517,700
Storm	\$ 2,214,693	\$ 2,574,700	\$ 2,934,700	\$ 3,294,700

Recovery With proposed Transfers From Each Fund

Amount to Transfer from Sewer to Water	400,000
Amount to Transfer from Storm to Water	450,000

Transfer Scenario

Cash Flows				
	2025-26 Projected Actuals	FY 2027	FY 2028	FY 2029
Water	\$ (549,790)	\$ 671,000	\$ 992,200	\$ 1,279,400
Sewer	\$ 2,214,693	\$ 1,915,700	\$ 2,016,700	\$ 2,117,700
Storm	\$ 2,214,693	\$ 2,574,700	\$ 2,934,700	\$ 3,294,700



FY2027
TENTATIVE BUDGET

Adopted May 5, 2026
Resolution 26-09

Period 07/26 (07/31/2026) - 00/27 (07/01/2027)

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
GENERAL FUND					
TAX REVENUE					
10-31-100	Property Tax Collections CY	4,512,684	4,549,897.31	4,813,700	4,584,000.00
10-31-105	Prop 1 Tax Increment	451,503	240,803.51	451,700	451,700.00
10-31-110	Additional Property Tax Propos	0	.00	0	476,300.00
10-31-200	Property Tax - Delinquent	109,833	41,582.32	72,300	72,300.00
10-31-250	Motor Vehicle & Personal Prop.	236,241	125,191.22	225,000	240,000.00
10-31-300	General Sales and Use Taxes	5,750,072	4,897,696.94	5,661,900	6,210,000.00
10-31-400	Utility Franchise Fee	214,668	.00	220,000	220,000.00
10-31-500	Franchise Tax	215,922	106,544.97	245,000	218,000.00
10-31-550	Municipal Energy Use Tax	1,069,153	793,325.66	1,247,200	1,300,000.00
Total TAX REVENUE:		12,560,077	10,755,041.93	12,936,800	13,772,300.00
LICENSES & PERMITS					
10-32-100	Business Licenses	132,239	112,691.50	142,500	142,500.00
10-32-200	Building Permits	102,510	88,654.45	172,800	165,000.00
10-32-300	Animal Licenses	6,287	4,077.05	7,800	7,000.00
10-32-325	Micro-Chipping Fees	100	40.00	500	400.00
10-32-350	Animal Adoptions	23,618	17,230.00	32,800	32,500.00
10-32-375	Animal Shelter Fees	23,624	23,265.00	5,200	29,100.00
Total LICENSES & PERMITS:		288,378	245,958.00	361,600	376,500.00
INTERGOVERNMENTAL REVENUE					
10-33-150	State Liquor Fund Allotment	25,363	.00	26,200	26,000.00
10-33-200	ARPA - American Rescue Plan	0	2,035,512.00	2,035,600	.00
10-33-600	State/Local Grants	1,376,763	90,380.13	397,000	928,000.00
10-33-610	Federal FEMA Awards	0	.00	9,000	8,900.00
10-33-900	Class "C" Road Fund Allotment	894,928	295,795.24	1,272,900	900,000.00
10-33-925	Resource Officer Contract	90,925	65,065.44	88,200	102,200.00
Total INTERGOVERNMENTAL REVENUE:		2,387,979	2,486,752.81	3,828,900	1,965,100.00
RECREATION & PLANNING FEES					
10-34-200	Baseball Revenue	17,223	18,637.50	18,200	22,800.00
10-34-250	Soccer	13,171	14,546.00	9,300	18,200.00
10-34-300	Spike/Kickball Fees	335	700.00	800	800.00
10-34-350	Basketball Fees	42,723	20,169.00	52,700	30,000.00
10-34-352	Comp Youth Basketball	82,585	64,325.00	96,000	96,000.00
10-34-354	Comp Adult Basketball	12,990	9,040.00	13,600	13,600.00
10-34-356	Comp Adult Volleyball	300	254.00-	0	.00
10-34-360	Ultimate Frisbee Fees	0	50.00-	1,400	.00
10-34-375	Flag Football	5,690	4,865.00	4,400	6,000.00
10-34-450	Volleyball Registration	6,163	8,261.52	6,800	8,300.00
10-34-500	Football	4,475	841.00	19,100	4,400.00
10-34-505	Football Apparel	688	658.00	3,600	1,000.00
10-34-550	Tennis / Pickleball	445	90.00	1,800	500.00
10-34-575	Concession Revenues	0	.00	1,100	.00
10-34-700	Plan Check Fee	51,083	40,545.48	20,000	65,000.00
10-34-725	Engineering Review Fees	0	3,726.00	16,100	6,800.00
10-34-726	Zoning/Subdivision Fees	600	1,025.00	3,700	3,600.00
10-34-750	Street Cut Fee	35,587	6,085.00	26,600	35,600.00

Period 07/26 (07/31/2026) - 00/27 (07/01/2027)

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
10-34-755	Chicken Permit Fee	160	130.00	500	200.00
10-34-800	City Code Violation	0	125.00	0	.00
10-34-850	Bowery Rental	2,550	2,275.00	2,500	2,500.00
10-34-875	Sex Offender Registration Fee	975	900.00	900	1,100.00
10-34-900	Public Safety Reports	23,020	16,900.00	24,200	29,200.00
Total RECREATION & PLANNING FEES:		300,762	213,540.50	323,300	345,600.00
FINES & FORFEITURES					
10-35-200	Fines- Regular	476,601	308,513.12	442,700	492,700.00
10-35-300	Alarm Fines/Permits	3,400	3,139.00	4,200	4,200.00
Total FINES & FORFEITURES:		480,001	311,652.12	446,900	496,900.00
MISCELLANEOUS REVENUE					
10-36-100	Interest	464,099	394,186.29	372,000	610,000.00
10-36-105	Cash Over/Short	-10	.24	0	.00
10-36-200	Sub 4 Santa	444	443.93-	0	300.00
10-36-400	Sales of Fixed Assets	20	20,055.45	1,700	60,000.00
10-36-601	Donations to South Ogden City	5,695	2,270.00	6,700	6,700.00
10-36-700	Contractual Agreement Reven	138,119	150,592.77	164,700	205,200.00
10-36-800	CPR Course	450	1,250.00	0	600.00
10-36-900	Misc. Revenue	76,862	41,213.58	65,000	94,000.00
10-36-960	Youth Council Collections	500	1,600.00	0	1,000.00
Total MISCELLANEOUS REVENUE:		686,179	610,724.40	610,100	977,800.00
CHARGE FOR SERVICE & TRANSFERS					
10-39-150	Lease Financing	0	.00	20,000	20,000.00
10-39-242	Transfer in from Sewer Fund	5,798	.00	12,200	12,200.00
10-39-244	Transfer in from Storm Drain	8,374	.00	17,600	17,600.00
10-39-250	Transfer in from Water Fund	30,276	.00	63,600	63,600.00
10-39-300	Transfer In From CPF	0	.00	0	.00
10-39-350	Charge for Service - CDRA	26,115	.00	22,600	27,000.00
10-39-400	Charge for Service - Water Fnd	359,904	179,952.00	363,500	363,500.00
10-39-410	Charge for Service - Sewer Fnd	244,764	122,382.00	247,200	262,000.00
10-39-420	Charge for Svc - Storm Drn Fnd	119,628	59,814.00	120,800	221,000.00
10-39-430	Charge for Service - Grbge Fnd	88,404	44,202.00	89,300	89,300.00
10-39-440	Charge for Service - Amb Fnd	74,760	47,619.37	75,500	81,000.00
10-39-700	Appropriated Fund Bal-Class C	0	.00	49,000	49,000.00
10-39-800	Appropriated Fund Balance	0	.00	360,100	230,300.00
Total CHARGE FOR SERVICE & TRANSFERS:		958,022	453,969.37	1,441,400	1,436,500.00
COUNCIL					
10-41-110	Salaries and Wages	80,174	65,544.83	80,600	82,000.00
10-41-130	Employee Benefits	9,062	5,623.40	10,100	9,100.00
10-41-210	Books, Subscrip.& Memberships	14,171	14,555.55	30,000	30,000.00
10-41-230	Travel & Training	8,009	6,923.00	10,000	10,000.00
10-41-240	Supplies	535	105.00	500	500.00
10-41-280	Telephone	418	.00	0	.00
10-41-700	Small Equipment	0	.00	1,200	1,200.00

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
Total COUNCIL:		112,369	92,751.78	132,400	132,800.00
LEGAL DEPARTMENT					
10-42-110	Salaries and Wages	23,203	19,753.78	39,600	32,000.00
10-42-130	Employee Benefits	1,792	1,525.78	3,000	3,000.00
10-42-230	Travel & Training	884	1,065.33	1,500	.00
10-42-240	Supplies	0	2,272.46	500	500.00
10-42-310	Outside Legal Counsel	79,242	37,785.00	84,000	95,000.00
10-42-320	Prosecutorial Fees	30,000	22,500.00	30,300	30,300.00
Total LEGAL DEPARTMENT:		135,121	84,902.35	158,900	160,800.00
Court Department					
10-43-110	Salaries & Wages	184,295	155,352.46	279,400	215,000.00
10-43-112	Overtime	136	.00	2,500	1,000.00
10-43-130	Employee Benefits	55,565	44,456.82	82,000	62,900.00
10-43-210	Books, Subscriptions, & Mbrshp	85	.00	500	.00
10-43-230	Travel & Training	2,026	2,533.65	3,800	3,800.00
10-43-240	Office Supplies	520	431.00	3,100	500.00
10-43-275	State Surcharge	129,101	66,726.70	115,300	115,300.00
10-43-280	Telephone	484	500.00	300	300.00
10-43-300	Public Defender Fees	11,635	10,800.00	15,600	15,600.00
10-43-305	Wasatch Constable Contract	13,959	16,321.02	22,100	22,100.00
10-43-310	Professional & Technical	5,757	2,648.51	3,600	3,600.00
10-43-329	Computer Repairs	0	.00	300	.00
10-43-330	Witness Fees	0	.00	1,100	1,100.00
10-43-700	Small Equipment	0	.00	300	300.00
Total Court Department:		403,563	299,770.16	529,900	441,500.00
ADMINISTRATION					
10-44-110	Salaries and Wages	1,055,414	872,198.09	1,084,500	1,135,000.00
10-44-112	Overtime	16	22.50	5,100	2,000.00
10-44-130	Employee Benefits	375,401	359,637.65	447,000	486,300.00
10-44-210	Books, Subscriptions & Member	4,030	4,132.62	5,600	5,600.00
10-44-230	Travel & Training	21,028	17,997.77	19,200	25,000.00
10-44-240	Office Supplies & Miscell	15,844	12,847.86	6,700	16,000.00
10-44-247	Car Allowance	7,372	6,933.50	7,200	8,500.00
10-44-248	Vehicle Maintenance	625	123.21	500	500.00
10-44-280	Telephone	14,558	12,485.48	5,600	17,000.00
10-44-300	Gas	445	993.32	800	1,500.00
10-44-310	Professional & Technical	22,820	15,216.89	23,000	23,000.00
10-44-329	Computer Repairs	0	.00	300	.00
10-44-600	Service Charges	64,294	47,855.87	63,800	63,800.00
10-44-650	Lease Payments	0	.00	3,100	3,100.00
10-44-700	Small Equipment	4,476	.00	2,600	2,600.00
10-44-750	Capital Outlay	462	.00	8,900	.00
Total ADMINISTRATION:		1,586,786	1,350,444.76	1,683,900	1,789,900.00
NON-DEPARTMENTAL					
10-49-130	Retirement Benefits	98,925	135,667.33	95,000	105,000.00

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
10-49-220	Public Notices	1,181	.00	2,900	2,900.00
10-49-250	Unemployment	0	.00	2,100	2,100.00
10-49-255	Ogden Weber Chamber Fees	3,000	400.00	3,100	3,100.00
10-49-260	Workers Compensation	71,700	78,877.43	96,200	96,200.00
10-49-290	City Postage	36,053	31,147.72	49,000	42,000.00
10-49-291	Newsletter Printing	12,304	7,492.50	8,800	8,800.00
10-49-310	Auditors	19,685	17,510.00	21,100	21,100.00
10-49-320	Professional & Technical	39,849	99,734.14	107,600	107,600.00
10-49-321	I/T Supplies	2,145	1,765.00	3,100	3,100.00
10-49-322	Computer Contracts	167,471	108,720.28	114,100	136,150.00
10-49-323	City-wide Telephone	15,108	8,050.12	25,000	25,000.00
10-49-324	City-wide Internet	6,162	7,631.04	6,600	6,600.00
10-49-329	Server Repairs	0	.00	1,200	1,200.00
10-49-400	Unreserved	0	.00	78,400	20,000.00
10-49-430	Sales Tax Admin Fee	34,638	7,096.52	36,800	36,800.00
10-49-450	Homeless Shelter State Fee	62,338	11,314.47	67,300	67,300.00
10-49-500	City Safety/Wellness Program	2,706	3,770.00	6,400	6,400.00
10-49-510	Insurance	242,900	126,472.22	208,100	220,000.00
10-49-515	City Donations	4,600	4,600.00	15,000	6,000.00
10-49-520	Employee Assistance Plan	4,080	3,400.00	4,100	4,100.00
10-49-596	Employee Dinner	5,673	.00	5,700	5,700.00
10-49-597	Employee Recognition Prog	10,761	9,994.22	8,400	8,400.00
10-49-598	City Hosted Events	7,099	2,443.12	9,300	.00
10-49-599	Easter Egg Hunt	2,340	.00	0	.00
10-49-600	Community Programs	3,271	778.60	6,300	6,300.00
10-49-601	Community Brand	0	1,496.00	4,500	4,500.00
10-49-605	Continuing Education	4,001	463.50	6,900	6,900.00
10-49-610	Government Immunity	0	.00	5,900	5,900.00
10-49-620	Youth City Council	3,852	207.84	5,000	5,000.00
10-49-700	Small Equipment	0	.00	4,100	4,100.00
10-49-750	Capital Outlay	70,338	.00	0	.00
Total NON-DEPARTMENTAL:		932,179	669,032.05	1,008,000	968,250.00
ELECTIONS					
10-50-240	Supplies	0	.00	10,000	.00
Total ELECTIONS:		0	.00	10,000	.00
BUILDING AND GROUNDS					
10-51-263	Fire Station #82 Utilities	7,678	6,003.98	10,400	10,400.00
10-51-264	Station #82 Maintenance	15,600	9,228.80	10,000	10,000.00
10-51-265	Cleaning Contract	18,948	17,225.00	17,200	22,000.00
10-51-266	Elevator Maintenance	10,780	5,970.60	12,100	12,000.00
10-51-270	New City Hall Maintenance	98,816	106,304.47	66,100	66,100.00
10-51-275	New City Hall Utilities	103,529	70,210.45	118,600	118,600.00
10-51-280	City Building Upgrades	1,942	1,225.00	120,000	80,000.00
10-51-750	Capital Outlay	60,081	.00	98,600	.00
Total BUILDING AND GROUNDS:		317,372	216,168.30	453,000	319,100.00
PLANNING & ZONING					
10-52-120	Commission Allowance	4,925	2,300.00	6,200	6,200.00

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
10-52-210	Books, Subscrip, Memberships	0	.00	500	500.00
10-52-230	Travel & Training	337	467.28	1,000	1,000.00
10-52-310	Professional & Technical Servi	18,656	23,704.75	80,000	80,000.00
Total PLANNING & ZONING:		23,918	26,472.03	87,700	87,700.00

POLICE SERVICES

10-55-110	Full time wages - Police	2,441,682	1,991,618.92	2,602,700	2,617,000.00
10-55-111	Part time wages - Police	27,453	18,538.22	34,900	25,200.00
10-55-112	Overtime wages - Police	80,432	59,998.29	70,300	72,000.00
10-55-115	Animal Control Wages	72,001	88,770.62	77,500	120,200.00
10-55-116	Crossing Guards	27,455	29,308.66	29,000	39,300.00
10-55-130	Benefits - Police	1,281,726	1,138,555.53	1,360,900	1,425,200.00
10-55-131	WTC - A/C Contract	82,533	30,323.73	83,500	83,500.00
10-55-132	Liquor Funds Expenditures	13,656	29,665.57	25,500	25,500.00
10-55-150	Death Benefit Ins. - Police	293	154.28	400	400.00
10-55-151	Mental Health Services	36,330	21,337.50	33,300	33,300.00
10-55-210	Mbrshps, Bks & Sub - Police	7,439	7,723.32	50,000	25,000.00
10-55-230	Travel & Training - Police	14,457	17,371.20	18,200	18,200.00
10-55-240	Office Supplies - Police	3,307	2,804.49	4,200	4,200.00
10-55-245	Clothing Contract - Police	11,016	9,540.37	10,800	11,700.00
10-55-246	Special Dept Supplies - Police	13,685	9,616.60-	8,000	13,000.00
10-55-247	Animal Control Costs	43,347	21,576.96	51,000	51,000.00
10-55-248	Vehicle Maintenance - Police	39,997	27,359.38	34,300	37,600.00
10-55-250	Equipment Maintenance - Police	119	.00	0	.00
10-55-280	Telephone/Internet - Police	22,984	15,850.62	22,800	22,800.00
10-55-300	Gas	69,001	52,392.62	75,600	75,600.00
10-55-310	Professional & Tech - Police	20,071	18,180.62	28,300	28,300.00
10-55-323	MDT/Radio Repairs	0	234.81	700	700.00
10-55-329	Computer Repairs - Police	29	.00	800	.00
10-55-350	Crime Scene Investigations	46,004	49,797.00	57,500	54,000.00
10-55-400	Weber/Morgan Strike Force	17,678	17,749.00	22,100	22,100.00
10-55-450	K-9	59	662.56	2,000	2,000.00
10-55-470	Community Education/Programs	549	263.84	500	500.00
10-55-649	Lease Interest/Taxes	8,091	745.46	13,000	13,000.00
10-55-650	Lease Payments - Police	178,904	16,773.48	348,200	291,800.00
10-55-700	Small Equipment - Police	12,280	3,823.12	11,000	11,000.00
10-55-750	Capital Outlay - Police	53,854	61,805.95	78,000	45,000.00
Total POLICE SERVICES:		4,626,430	3,723,309.52	5,155,000	5,169,100.00

FIRE PROTECTION

10-57-110	Salaries & Wages	1,732,417	1,524,724.17	1,909,700	1,979,900.00
10-57-111	Part Time Wages	174,424	180,367.09	165,000	230,000.00
10-57-112	Overtime	269,444	181,231.18	160,000	232,000.00
10-57-130	Employee Benefits	705,703	677,700.39	828,000	869,000.00
10-57-210	Memberships, Books & Subscrip	1,881	2,376.85	3,000	3,000.00
10-57-230	Travel & Training	11,702	10,052.76	13,300	13,300.00
10-57-240	Office Supplies & Expense	669	1,010.04	2,100	2,100.00
10-57-245	Clothing Contract	18,606	14,183.38	23,000	23,000.00
10-57-246	Special Department Supplies	17,708	10,193.68	17,000	17,000.00
10-57-250	Vehicle Maintenance	99,758	62,067.73	75,000	75,000.00
10-57-255	Other Equipment Maintenance	11,799	4,113.24	10,000	10,000.00

Period 07/26 (07/31/2026) - 00/27 (07/01/2027)

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
10-57-280	Telephone/Internet	9,719	6,353.48	9,600	9,600.00
10-57-300	Gas	22,725	18,405.39	30,000	30,000.00
10-57-310	Professional & Technical	18,118	17,327.94	20,000	20,000.00
10-57-330	Fire Prevention/ Community Edu	2,280	1,935.94	1,500	2,400.00
10-57-400	Emergency Management Planning	1,188	1,860.36	2,100	2,100.00
10-57-649	Lease Interest/Taxes	8,937	.00	15,000	15,000.00
10-57-650	Lease Payments	33,509	.00	98,100	81,000.00
10-57-690	PPE - Personal Protection Equip	33,661	23,625.71	30,000	31,200.00
10-57-700	Small Equipment	14,108	9,717.20	17,000	17,000.00
10-57-750	Capital Outlay	72,632	2,017,243.80	2,076,500	5,000.00
Total FIRE PROTECTION:		3,260,987	4,764,490.33	5,505,900	3,667,600.00

INSPECTION SERVICES

10-58-110	Salaries and Wages	107,448	91,344.08	113,400	120,000.00
10-58-130	Employee Benefits	48,816	43,790.63	52,000	60,000.00
10-58-210	Books, Subscrip. & Memberships	295	170.00	700	700.00
10-58-230	Travel & Training	235	2,231.34	2,200	2,400.00
10-58-240	SUPPLIES	0	.00	500	500.00
10-58-245	Clothing Allowance	352	189.99	400	400.00
10-58-248	Vehicle Maintenance	0	96.62	500	500.00
10-58-280	CELLULAR PHONE	650	500.00	600	600.00
10-58-300	Gas	1,113	904.49	2,100	2,100.00
10-58-315	PROFESSIONAL & TECHNICAL	10,890	9,128.06	17,200	15,000.00
10-58-649	Lease Interest/Taxes	6,500	.00	0	.00
10-58-650	Lease Payments	19,105	.00	0	.00
Total INSPECTION SERVICES:		195,403	148,355.21	189,600	202,200.00

STREETS

10-60-110	Salaries and Wages	317,963	268,842.67	328,600	347,700.00
10-60-112	Overtime	3,996	1,082.26	6,000	6,000.00
10-60-130	Employee Benefits	130,009	121,182.29	134,200	159,000.00
10-60-210	Books, Subscrip. Memberships	52	298.66	1,500	1,500.00
10-60-230	Travel & Training	6,091	6,370.35	7,000	7,000.00
10-60-240	Office Supplies & Expense	1,664	622.03	1,000	1,300.00
10-60-245	Clothing/Uniform/Equip. Allow.	2,426	2,445.44	2,900	3,200.00
10-60-248	Vehicle Maintenance	21,730	37,836.54	25,700	30,000.00
10-60-260	Building & Grounds Maintenance	4,603	5,988.05	17,000	17,000.00
10-60-270	Utilities	41,664	25,655.36	44,600	44,600.00
10-60-280	Telephone	3,459	1,397.94	4,100	4,100.00
10-60-300	Gas	23,273	21,467.53	22,300	25,900.00
10-60-310	Professional	26,067	8,148.23-	16,100	25,400.00
10-60-325	GIS - Service & Equipment	351	96.00	5,800	5,800.00
10-60-329	Computer Repairs	8	.00	0	.00
10-60-400	Class C Maintenance	80,211	57,398.28	120,000	120,000.00
10-60-480	Special Department Supplies	25,184	19,276.72	25,000	32,000.00
10-60-649	Lease Interest/Taxes	10,596	3,595.51	16,000	16,000.00
10-60-650	Lease Payments	141,160	80,902.40	265,600	259,000.00
10-60-700	Small Equipment	981	51.88	7,200	7,200.00
10-60-725	Sidewalk Replacements	9,777	1,695.36	49,000	100,000.00
10-60-730	Street Light Maintenance	26,095	22,726.32	30,000	40,000.00
10-60-750	Capital Outlay	0	13,546.30	0	.00

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
Total STREETS:		877,359	684,329.66	1,129,600	1,252,700.00
PARKS					
10-70-110	Salaries and Wages	384,341	302,274.77	401,700	388,700.00
10-70-112	Overtime	12,420	6,335.93	10,400	10,500.00
10-70-120	Temporary - Parks	3,886	5,130.79	5,000	13,000.00
10-70-130	Employee Benefits	212,088	175,357.39	246,300	254,000.00
10-70-210	Books, Subscriptions & Mbrshps	1,625	270.00	2,000	2,000.00
10-70-230	Travel & Training	3,490	1,752.10	5,900	5,900.00
10-70-240	Special Dept. Supplies - Parks	25,962	9,992.88	62,500	62,500.00
10-70-244	Office Supplies Expense	0	.00	1,000	1,000.00
10-70-245	Clothing/Uniform/Equip. Allow.	3,945	3,794.86	5,000	5,100.00
10-70-248	Vehicle Maintenance	9,621	5,031.30	12,300	12,300.00
10-70-260	Building Maintenance	252	4,444.72	10,000	10,000.00
10-70-270	Utilities	44,963	19,031.18	65,200	32,000.00
10-70-275	Off Leash Dog Area	1,340	.00	1,000	2,500.00
10-70-280	Telephone/Internet	5,994	7,452.43	8,500	9,500.00
10-70-300	Gas	12,152	9,276.81	16,600	16,600.00
10-70-310	Professional & Technical	21,812	24,038.37	11,300	27,000.00
10-70-320	Urban Forestry Commssion	10	.00	1,500	1,500.00
10-70-450	RAMP Grant Projects	-2,000	.00	10,000	.00
10-70-550	Burch Creek Park Constr	0	.00	0	.00
10-70-600	Secondary Water Fees	38,391	42,936.46	48,000	55,400.00
10-70-649	Lease Interest/Taxes	4,500	.00	4,500	4,500.00
10-70-650	Lease Payments	19,076	.00	74,400	55,000.00
10-70-700	Small Equipment	2,687	.00	29,000	8,000.00
10-70-750	Capital Outlay- Parks	6,443	160,866.00	318,100	150,000.00
Total PARKS:		812,997	777,985.99	1,350,200	1,127,000.00
RECREATION					
10-71-110	Salaries & Wages	132,688	114,979.64	135,200	161,000.00
10-71-112	Overtime	486	1,353.67	0	1,400.00
10-71-125	Temporary - Recreation	91,784	72,831.81	100,300	101,100.00
10-71-130	Employee Benefits	52,365	47,051.57	56,000	62,000.00
10-71-210	Books, Subscriptions & Mbrshps	0	129.40	1,100	1,100.00
10-71-230	Travel & Training	1,452	1,823.89	2,100	2,100.00
10-71-240	Office Supplies Expense	140	126.33	1,200	1,200.00
10-71-241	Comp League Expenses	35,827	15,778.28	19,000	25,000.00
10-71-242	Special Dept. Supplies	872	12,557.71	9,300	9,300.00
10-71-248	Vehicle Maintenance	0	.00	1,000	1,000.00
10-71-250	Gym Facility Utilities/Opertns	0	.00	6,600	6,000.00
10-71-280	Telephone/Internet	953	864.50	2,000	2,000.00
10-71-300	Gas	171	317.77	1,000	1,000.00
10-71-310	Professional & Technical	10,434	13,988.16	12,000	17,000.00
10-71-329	Computer Repairs	0	.00	500	.00
10-71-350	Officials Fees	15,290	27,750.00	29,300	34,000.00
10-71-649	Lease Interest/Taxes	322	321.80	1,000	1,000.00
10-71-650	Lease Payments	7,241	7,240.88	9,100	9,600.00
10-71-700	Small Equipment	0	.00	2,000	3,500.00
10-71-750	Capital Outlay	19,347	.00	0	.00

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
Total RECREATION:		369,372	317,115.41	388,700	439,300.00
TRANSFERS					
10-80-080	Unreserved - Fund Balance	-16,401	.00	88,500	.00
10-80-160	Reserve for Fund Balance	0	.00	0	281,250.00
10-80-170	Transfer Prop 1 to CPF	451,503	.00	451,700	451,700.00
10-80-230	Trans to Capital Improv Fund	1,309,114	.00	0	1,174,800.00
10-80-235	Trans to CPF - Class 'C'	609,407	.00	695,000	780,000.00
10-80-250	Transfer to Debt Service Fund	863,206	451,110.00	866,000	860,000.00
10-80-275	Tmfr to South Ogden Days Fund	50,000	.00	50,000	50,000.00
10-80-330	Transfer CDRA Sales Tax	11,047	.00	15,000	15,000.00
Total TRANSFERS:		3,277,875	451,110.00	2,166,200	3,612,750.00
GENERAL FUND Revenue Total:		17,661,398	15,077,639.13	19,949,000	19,370,700.00
GENERAL FUND Expenditure Total:		16,931,732	13,606,237.55	19,949,000	19,370,700.00
Total GENERAL FUND:		729,666	1,471,401.58	0	.00

Period 07/26 (07/31/2026) - 00/27 (07/01/2027)

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
South Ogden Days Fund					
Revenue					
12-30-200	Sponsor Donations	45,000	.00	25,000	1,000.00-
12-30-225	Vendor Booth Rentals	3,220	375.00	0	.00
12-30-270	Advertising Fees	-3,917	6,080.71	0	.00
12-30-400	Transfer in from General Fund	50,000	.00	50,000	74,000.00-
Total Revenue:		94,303	6,455.71	75,000	75,000.00-
Expenditures					
12-40-112	S/O Days Overtime	12,158	.00	0	.00
12-40-300	Entertainment	22,290	6,000.00	0	.00
12-40-325	Fireworks	10,900	5,000.00	0	.00
12-40-350	Printing & Banners	277	.00	0	.00
12-40-375	Equipment Rentals	20,758	10,751.55	0	.00
12-40-400	T-shirt Printing	2,371	.00	0	.00
12-40-410	Awards	773	.00	0	.00
12-40-475	Miscellaneous Expenses	13,640	16,493.18-	75,000	75,000.00
Total Expenditures:		83,167	5,258.37	75,000	75,000.00
South Ogden Days Fund Revenue Total:		94,303	6,455.71	75,000	75,000.00-
South Ogden Days Fund Expenditure Total:		83,167	5,258.37	75,000	75,000.00
Total South Ogden Days Fund:		11,136	1,197.34	0	.00

Period 07/26 (07/31/2026) - 00/27 (07/01/2027)

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
DEBT SERVICE FUND					
REVENUE					
31-30-100	Transfer in - Park Impact Fees	0	.00	0	.00
31-30-300	Transfer From General Fund	863,206	451,110.00	866,000	860,000.00
31-30-455	Interest Earned - Trustee Acct	2,236	.00	300	250.00
31-30-800	Appropriated Fund Balance	0	.00	1,300	1,300.00
Total REVENUE:		865,442	451,110.00	867,600	861,550.00
EXPENDITURES					
31-40-100	Administrative & Professional	1,500	1,500.00	1,500	2,000.00
31-40-150	Bond Payment - Principal	630,000	655,000.00	634,300	640,000.00
31-40-200	Interest on Bond	231,706	200,206.28	231,800	219,550.00
Total EXPENDITURES:		863,206	856,706.28	867,600	861,550.00
DEBT SERVICE FUND Revenue Total:		865,442	451,110.00	867,600	861,550.00
DEBT SERVICE FUND Expenditure Total:		863,206	856,706.28	867,600	861,550.00
Total DEBT SERVICE FUND:		2,236	405,596.28-	0	.00

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
CAPITAL IMPROVEMENTS					
REVENUE					
40-30-110	Traffic Impact Fees	222	33,889.33	12,000	12,000.00
40-30-120	Park Impact Fees	7,530	40,414.06	24,000	24,000.00
40-30-200	Interest	145,735	46,531.24	40,000	65,000.00
40-30-205	Interest Earned - Traffic I/F	12,414	2,900.21	1,000	1,000.00
40-30-210	Interest Earned - Park I/Fees	1,836	13,903.93	2,000	2,000.00
40-30-300	Transfer In G/F - Prop 1	451,503	.00	451,700	451,700.00
40-30-400	Transfer In From General Fund	1,309,114	.00	0	1,174,800.00
40-30-450	Trans From G/F- Class 'C' Rev	609,407	.00	695,000	780,000.00
40-30-600	Transfer in RIF	630,943	.00	602,800	602,800.00
40-30-800	Appropriate Fund Balance	0	.00	2,083,900	799,100.00
Total REVENUE:		3,168,703	137,638.77	3,912,400	3,912,400.00
EXPENDITURES					
40-40-116	40th & Madison Light	11,493	46,606.25	600,000	397,600.00
40-40-117	'26 Adams Avene Sidewalk DOT	0	10,697.58	371,400	264,300.00
40-40-121	Current Road Projects	173,019	591,298.49	600,000	803,600.00
40-40-122	40th Street	0	1,719.00	800,000	580,000.00
40-40-127	FY 2025 Road Projects	1,788,723	286,308.75	100,000	.00
40-40-130	Burch Creek Sport Fields	160,975	452,375.23	403,000	154,000.00
40-40-172	Animal Shelter	0	97.04	0	100.00
40-40-187	Chimes View Road	0	.00	700,000	500,000.00
40-40-188	42nd & Adams Ave	1,206	9,083.58	300,000	.00
40-40-350	Capital Park Ramp Proj	0	.00	0	1,174,800.00
40-40-475	Skatepark Seed Money	1,279,373	192.00	12,000	12,000.00
40-40-480	Transfer to General Fund	0	.00	0	.00
40-40-550	Park Impact Fee Projects	0	.00	26,000	26,000.00
Total EXPENDITURES:		3,414,789	1,398,377.92	3,912,400	3,912,400.00
CAPITAL IMPROVEMENTS Revenue Total:		3,168,703	137,638.77	3,912,400	3,912,400.00
CAPITAL IMPROVEMENTS Expenditure Total:		3,414,789	1,398,377.92	3,912,400	3,912,400.00
Total CAPITAL IMPROVEMENTS:		-246,086	1,260,739.15-	0	.00

Period 07/26 (07/31/2026) - 00/27 (07/01/2027)

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
WATER FUND					
REVENUE					
51-30-100	Interest	99,682	11,686.13	42,000	20,000.00
51-30-105	Interest Earned I/Fees	8,830	3,454.65	5,500	6,600.00
51-30-150	Hydrant Rentals	100	200.00	100	200.00
51-30-200	Water Sales	2,470,369	1,757,728.96	2,479,400	2,600,000.00
51-30-210	Connection Fees Water	1,125	605.00	1,400	1,400.00
51-30-220	Water Impact Fees	1,818	12,758.97	1,100	13,000.00
51-30-225	Late Fees	26,240	17,318.05	24,700	25,000.00
51-30-875	Transfer in from Storm Drain	0	.00	8,500	.00
51-30-890	Appropriation of Fund Balance	0	.00	1,205,600	.00
51-30-925	Misc. Revenue	55,722	1,981.28	1,000	29,000.00
Total REVENUE:		2,663,886	1,805,733.04	3,769,300	2,695,200.00
EXPENDITURES					
51-40-110	Salaries and Wages	286,000	244,098.89	307,700	325,300.00
51-40-112	Overtime	14,722	8,592.70	15,600	15,600.00
51-40-130	Employee Benefits	169,957	106,909.38	144,000	160,000.00
51-40-140	Franchise Fee	73,421	.00	46,300	46,300.00
51-40-210	Books, Subscript. & Membership	9,231	2,782.00	9,300	9,300.00
51-40-230	Travel & Training	1,875	3,958.00	7,100	7,100.00
51-40-240	Office Supplies	635	202.63	200	400.00
51-40-245	Clothing/Uniform/Equip. Allow.	2,407	3,160.62	2,000	3,700.00
51-40-248	Vehicle Maintenance	3,713	2,307.32	4,600	4,600.00
51-40-270	Utilities	173	127.01	200	200.00
51-40-280	Telephone	3,464	2,751.35	3,300	3,400.00
51-40-290	Building Maintenance	0	.00	0	7,500.00
51-40-300	Gas	7,466	3,379.64	12,000	12,000.00
51-40-310	Professional & Technical Servi	6,910	28,986.92	70,000	50,000.00
51-40-320	Blue Stake Service	3,201	2,425.00	2,300	3,000.00
51-40-325	GIS - Service & Equipment	6,978	1,417.50	5,500	5,500.00
51-40-330	Valve Repair	4,755	8,511.03	20,000	20,000.00
51-40-400	PRV Maintenance	7,501	22,046.81	9,500	24,500.00
51-40-480	Special Department Supplies	22,656	7,755.45	30,300	30,300.00
51-40-490	Water Sample Testing	7,181	7,242.78	6,000	7,600.00
51-40-550	Weber Basin Exchange Water	207,771	259,415.70	240,000	301,000.00
51-40-560	Power and Pumping	267	201.30	300	300.00
51-40-610	h2o Tank Inspection/Maint	4,805	1,200.00	10,000	10,000.00
51-40-649	Lease Interest/Taxes	5,547	1,843.79	2,300	4,000.00
51-40-650	Lease Payments	72,584	41,487.08	59,000	64,700.00
51-40-667	Radio Read Maintenance	42,729	6,639.20	50,000	50,000.00
51-40-680	Charge for Services - G/F	359,904	179,952.00	363,500	363,500.00
51-40-700	Doren Drive H2O-line	0	.00	0	.00
51-40-702	40th Street Waterline	0	530.00	998,400	.00
51-40-709	Ben Lomond & Sunset	0	868.25	0	.00
51-40-710	40th & Chimes - FY 2023	0	65,450.50	0	.00
51-40-711	Brier Point Loop	3,122	2,621.50	0	.00
51-40-714	44th to 46th PRV	0	.00	591,600	.00
51-40-716	Radio Antennas - Water Mtrs	0	83,538.00	10,000	10,000.00
51-40-718	900 East Project	1	1,236,758.08	437,700	.00
51-40-720	40Th Street 2025 Project	0	829,915.36	0	.00

51-40-749	Small Equipment	0	.00	8,000	<u>.00</u>
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Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
51-40-750	Capital Outlay	0	.00	0	750,000.00
51-40-760	Water WIP	1,983,719	.00	0	108,800.00
51-40-770	Water Impact Fee Projects	0	.00	11,000	5,000.00
51-40-790	Transfer to General Fund	30,276	.00	63,600	63,600.00
51-40-970	Depreciation	384,404	96,600.00	200,000	200,000.00
51-40-980	Contingency	22,399	9,780.19	28,000	28,000.00
Total EXPENDITURES:		3,749,768	3,273,455.98	3,769,300	2,695,200.00
WATER FUND Revenue Total:		2,663,886	1,805,733.04	3,769,300	2,695,200.00
WATER FUND Expenditure Total:		3,749,768	3,273,455.98	3,769,300	2,695,200.00
Total WATER FUND:		-1,085,882	1,467,722.94-	0	.00

Period 07/26 (07/31/2026) - 00/27 (07/01/2027)

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
SANITARY SEWER					
REVENUE					
52-30-100	Interest Earned	94,083	55,189.20	110,000	65,000.00
52-30-200	Sewer Sales	2,315,458	1,538,608.44	2,400,000	2,400,000.00
52-30-250	Connection Fees Sewer	400	200.00	1,000	500.00
52-30-890	Appropriation of Fund Balance	0	.00	799,800	246,200.00
52-30-925	Misc. Revenue	6,000	6,139.06	70,000	6,000.00
Total REVENUE:		2,415,941	1,600,136.70	3,380,800	2,717,700.00
EXPENDITURES					
52-40-110	Salaries and Wages	251,648	168,115.36	296,000	286,000.00
52-40-112	Overtime	3,972	5,711.49	15,800	15,600.00
52-40-130	Employee Benefits	144,004	84,013.92	142,400	154,500.00
52-40-140	Franchise Fee	69,960	.00	86,200	9,300.00
52-40-210	Memberships	261	273.00	700	700.00
52-40-230	Traveling & Training	4,552	907.10	7,100	7,100.00
52-40-240	Office Supplies	120	14.99	1,600	1,600.00
52-40-245	Clothing/Uniform/Equip. Allow.	3,927	3,263.36	4,900	4,900.00
52-40-248	Vehicle Maintenance	735	2,668.12	5,100	5,100.00
52-40-280	Telephone	2,262	1,383.11	5,500	5,500.00
52-40-290	Building Maintenance	0	1,368.07	5,100	5,100.00
52-40-300	Gas	3,149	2,779.20	25,000	25,000.00
52-40-310	Professional & Technical	6,480	1,403.81	10,300	10,300.00
52-40-315	Sewer Lines Cleaning Service	43,834	41,007.11	53,500	54,900.00
52-40-320	Blue Stake Service	0	.00	2,800	.00
52-40-325	GIS - Service & Equipment	353	352.50	5,800	5,800.00
52-40-400	Transfer to General Fund	5,798	.00	12,200	.00
52-40-480	Maintenance Supplies	2,497	710.69	15,500	15,500.00
52-40-550	Central Weber Sewer Pre-Trea	23,272	.00	23,300	.00
52-40-610	Central Weber Sewer Fees	1,214,856	635,855.75	1,239,200	1,400,000.00
52-40-650	Manhole Replacement	11,000	5,857.30	43,800	43,800.00
52-40-665	Video & Fix Trouble Spots	13,218	8,944.60	25,000	25,000.00
52-40-680	Charge for Services - G/F	244,764	122,382.00	247,200	262,000.00
52-40-700	Small Equipment	0	.00	5,100	.00
52-40-704	Lining 40th to Country Club	3,051	1,932.25	246,700	245,000.00
52-40-705	Replace 700 E/H Guy Child	0	674,549.36	727,000	50,000.00
52-40-760	Sewer WIP	384,960	.00	0	.00
52-40-970	Depreciation	83,162	60,000.00	128,000	85,000.00
Total EXPENDITURES:		2,521,831	1,823,493.09	3,380,800	2,717,700.00
SANITARY SEWER Revenue Total:		2,415,941	1,600,136.70	3,380,800	2,717,700.00
SANITARY SEWER Expenditure Total:		2,521,831	1,823,493.09	3,380,800	2,717,700.00
Total SANITARY SEWER:		-105,890	223,356.39-	0	.00

Period 07/26 (07/31/2026) - 00/27 (07/01/2027)

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
STORM DRAIN FUND					
REVENUE					
53-30-100	Interest	80,867	71,182.96	87,000	87,000.00
53-30-105	Interest Earned I/Fees	15,561	3,241.41	3,000	3,000.00
53-30-200	Storm Drain Revenue	1,324,539	877,930.77	1,258,700	1,258,700.00
53-30-220	Storm Drain Impact Fees	8,605	32,946.84	10,000	10,000.00
53-30-890	Appropriation of Fund Balance	0	.00	1,699,800	1,239,400.00
53-30-925	Misc. Revenue	0	139.05	0	.00
Total REVENUE:		1,429,573	985,441.03	3,058,500	2,598,100.00
EXPENDITURES					
53-40-110	Salaries and Wages	357,788	301,413.94	376,000	395,000.00
53-40-112	Overtime	31,581	24,597.72	32,100	.00
53-40-130	Employee Benefits	180,438	131,376.01	142,500	175,000.00
53-40-140	Franchise Fee	39,389	.00	37,800	.00
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIPS	1,825	2,548.00	5,800	5,800.00
53-40-230	Travel & Training	7,881	1,550.00	7,600	7,600.00
53-40-240	Office Supplies	680	.00	500	.00
53-40-245	Clothing/Uniform/Equip. Allow.	1,972	8.86	6,200	6,200.00
53-40-248	Vehicle Maintenance	5,981	890.00	6,200	6,200.00
53-40-280	Telephone	983	663.40-	3,500	.00
53-40-290	Building Maintenance	0	.00	8,200	.00
53-40-300	Gas	7,261	3,228.97	6,000	6,000.00
53-40-310	Prof & Tech Services	10,349	10,569.02	25,300	25,300.00
53-40-320	Blue Stake Service	0	.00	700	.00
53-40-325	GIS - Service & Equipment	282	435.00	5,800	5,800.00
53-40-400	System Maintenance Program	34,285	39,873.80	38,800	38,800.00
53-40-480	Special Department Supplies	4,663	2,960.98	6,200	6,200.00
53-40-649	Lease Interest/Taxes	1,007	1,006.99	1,000	1,000.00
53-40-650	Lease Payments	0	22,658.24	22,700	22,700.00
53-40-655	Transfer to Water Fund	0	.00	8,500	.00
53-40-670	Transfer to General Fund	8,374	.00	17,600	.00
53-40-680	Charge for Services - G/F	119,628	59,814.00	120,800	221,000.00
53-40-700	Small Equipment	0	.00	1,500	1,500.00
53-40-701	Burch Creek Hollow Rel-line	181	136.50	90,000	90,000.00
53-40-702	Replace 42nd St / Lib & Adams	1,306	.00	768,200	768,200.00
53-40-703	Replace 40th / Wash & Burch Cr	0	.00	298,800	298,800.00
53-40-704	42nd Adams to 40th	335	27,347.25	903,200	400,000.00
53-40-761	Storm WIP 40 Street Phase 2	35,809	.00	0	.00
53-40-970	Depreciation	126,337	51,600.00	104,000	104,000.00
53-40-980	Contingency	37,505	.00	0	.00
53-40-981	Impact Fee Projects	0	.00	13,000	13,000.00
Total EXPENDITURES:		1,015,841	681,351.88	3,058,500	2,598,100.00
STORM DRAIN FUND Revenue Total:		1,429,573	985,441.03	3,058,500	2,598,100.00
STORM DRAIN FUND Expenditure Total:		1,015,841	681,351.88	3,058,500	2,598,100.00
Total STORM DRAIN FUND:		413,732	304,089.15	0	.00

Period 07/26 (07/31/2026) - 00/27 (07/01/2027)

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
GARBAGE FUND					
REVENUE					
54-30-100	Interest Earned	11,190	2,772.25	5,800	7,500.00
54-30-200	Garbage Fees	820,796	553,741.14	825,000	825,000.00
54-30-205	Recycling Fees	243,229	163,991.94	262,000	262,000.00
54-30-850	Misc. Rental	2,135	1,930.00	2,800	2,800.00
54-30-890	Appropriate Fund Balance	0	.00	101,300	200,000.00
Total REVENUE:		1,077,351	722,435.33	1,196,900	1,297,300.00
EXPENDITURES					
54-40-140	Franchise Fee	31,899	.00	30,400	30,400.00
54-40-240	Office Splies	0	.00	600	600.00
54-40-248	Vehicle Maintenance	3,495	154.89	3,100	3,100.00
54-40-280	Telephone	0	.00	1,500	1,500.00
54-40-290	Building Maintenance	0	.00	5,100	5,100.00
54-40-300	Gas	2,548	1,398.89	2,500	2,500.00
54-40-310	Prof & Teach Services	763	.00	1,000	1,000.00
54-40-420	Republic Services - Contract	668,258	334,755.50	625,200	645,000.00
54-40-425	Wasatch Integrated Recycling	27,165	16,306.30	35,900	35,900.00
54-40-430	Tipping Fees	308,531	124,315.10	273,600	305,000.00
54-40-440	Additional Cleanups	26,337	41,158.01	20,000	46,400.00
54-40-450	Construction Materials Tipping	0	27,634.43	6,200	29,200.00
54-40-520	Tree Removal	1,940	1,680.00	30,000	30,000.00
54-40-615	Junk Ordinance Enforcement	0	.00	30,000	30,000.00
54-40-649	Lease Interest/Taxes	570	173.40	1,100	1,100.00
54-40-650	Lease Payments	0	3,901.58	20,400	20,400.00
54-40-680	Charge for Services - G/F	88,404	44,202.00	89,300	89,300.00
54-40-750	Capital Outlay	0	.00	10,000	10,000.00
54-40-970	Depreciation	15,312	5,400.00	11,000	11,800.00
Total EXPENDITURES:		1,175,221	601,080.10	1,196,900	1,298,300.00
GARBAGE FUND Revenue Total:		1,077,351	722,435.33	1,196,900	1,297,300.00
GARBAGE FUND Expenditure Total:		1,175,221	601,080.10	1,196,900	1,298,300.00
Total GARBAGE FUND:		-97,870	121,355.23	0	1,000.00-

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
ROAD IMPROVEMENT FEE FUND					
REVENUE					
55-30-200	Road Improvement Fees	630,943	421,305.89	602,800	602,800.00
Total REVENUE:		630,943	421,305.89	602,800	602,800.00
EXPENDITURES					
55-40-550	Transfer RIF to CPF	630,943	.00	602,800	602,800.00
Total EXPENDITURES:		630,943	.00	602,800	602,800.00
ROAD IMPROVEMENT FEE FUND Revenue Total:		630,943	421,305.89	602,800	602,800.00
ROAD IMPROVEMENT FEE FUND Expenditure Total:		630,943	.00	602,800	602,800.00
Total ROAD IMPROVEMENT FEE FUND:		0	421,305.89	0	.00

Period 07/26 (07/31/2026) - 00/27 (07/01/2027)

Account Number	Account Title	2024-25 Prior year Actual	2025-26 Actual Actual	2025-26 Current Year Budget	2026-27 Future year Budget
AMBULANCE FUND					
REVENUE					
58-30-100	Interest Earned	3,856	7,300.62	3,200	100.00
58-30-201	Ambulance Fees - S/O - DPS	1,034,656	876,413.68	1,036,600	1,100,000.00
58-30-210	Miscellaneous Revenue	-11,969	.00	0	.00
58-30-850	State/Local Grants	0	8,872.46	0	7,000.00
Total REVENUE:		1,026,543	892,586.76	1,039,800	1,107,100.00
EXPENDITURES					
58-40-110	Salaries and Wages	191,794	168,098.44	195,500	227,400.00
58-40-111	Part Time Wages	18,734	20,040.86	17,700	6,600.00
58-40-112	Overtime	29,216	20,025.32	20,000	20,000.00
58-40-130	Employee Benefits	74,575	74,768.33	87,600	87,600.00
58-40-210	Memberships	375	.00	0	.00
58-40-230	Travel & Training	1,736	.00	3,000	3,000.00
58-40-245	Uniform Allowance	252	.00	2,000	2,000.00
58-40-248	Vehicle Maintenance	9,249	3,677.73	10,800	10,800.00
58-40-250	Equipment Maintenance	719	11,173.57	6,000	7,400.00
58-40-270	GoldCross Billing Fees	57,154	48,238.12	56,200	56,200.00
58-40-280	Telephone	0	.00	500	500.00
58-40-300	Gas	3,750	2,780.50	3,500	3,500.00
58-40-310	Professional & Technical	29,216	27,201.17	35,700	35,700.00
58-40-311	Oxygen Costs	403	1,589.26	10,000	25,000.00
58-40-312	PMA Fees	98,420	90,816.58	116,000	125,000.00
58-40-315	Bad Debts Expense	23,557	.00	4,000	11,800.00
58-40-320	State Assessment Fee	60,548	36,344.71	62,000	70,000.00
58-40-330	EMS Education	282	136.00	400	400.00
58-40-480	Special Department Supplies	726	299.00	400	500.00
58-40-490	Disposable Medical Supplies	35,270	30,876.45	30,000	35,800.00
58-40-680	Charge for Services - G/F	74,760	37,380.00	75,500	75,500.00
58-40-700	Small Equipment	1,501	1,954.30	2,000	2,000.00
58-40-970	Depreciation	71,978	13,800.00	22,000	65,000.00
58-40-980	Retained Earnings	0	.00	279,000	235,400.00
Total EXPENDITURES:		784,213	589,200.34	1,039,800	1,107,100.00
AMBULANCE FUND Revenue Total:		1,026,543	892,586.76	1,039,800	1,107,100.00
AMBULANCE FUND Expenditure Total:		784,213	589,200.34	1,039,800	1,107,100.00
Total AMBULANCE FUND:		242,330	303,386.42	0	.00

SOUTH OGDEN CITY PROPOSED PROPERTY TAX IMPACT SCHEDULE

South Ogden City will consider an increase to its property tax rate from .002455 (preliminarily) to .002694117 (estimated) to generate an additional \$476,300. The following information is intended to provide decision makers and the public an explanation of how the City's operations would be impacted if the proposed tax increase is adopted.

South Ogden City's Current Property Tax Rate (Preliminary)	0.002455
South Ogden City's Current Property Tax Revenue	\$ 4,583,958
South Ogden City Estimated Property Tax Revenue	\$ 5,060,258
Proposed Revenue with Tax Change	\$ 476,300
Estimated Increase to South Ogden City Property Tax Revenue	10.39%
Estimated Increase to Primary Residence of \$483,000	\$ 67.76
Estimated Increase to a Business Valued at \$483,000	\$ 123.20

HOW FUNDS FROM INCREASED PROPERTY TAXES WILL BE SPENT

<u>Affected Department</u>	<u>Proposed Budget</u>	<u>Budget Without Change</u>	<u>Budget Change</u>	<u>Budget Line Item</u>
Fire	\$ 281,300	\$ 0	\$ 281,300	10-80-160
<p>To meet national fire safety standards, the city must replace fire engines on a regular basis. It takes four years to build a fire engine, and the city must commit to its purchase before the manufacturer will begin the build. The city will reserve 25% of a new fire engine's cost annually over the next four years. (Strategic Plan Initiatives 2.1 & 2.3)</p>				

<u>Affected Department</u>	<u>Proposed Budget</u>	<u>Budget Without Change</u>	<u>Budget Change</u>	<u>Budget Line Item</u>
Public Works	\$ 100,000	\$ 50,000	\$ 50,000	10-60-725
<p>Many of the city's sidewalks are in need of replacement or repair. Funds from increased property taxes will be used for annual funding for sidewalk replacement and maintenance. (Strategic Plan Initiative 3.2)</p>				

<u>Affected Department</u>	<u>Proposed Budget</u>	<u>Budget Without Change</u>	<u>Budget Change</u>	<u>Budget Line Item</u>
Capital Improvement for Parks	\$ 150,000	\$50,000	\$ 100,000	10-70-750
<p>Due to recent park improvements, the city's operational needs to maintain them has increased. The city will increase annual funding for these operational needs. (Strategic Initiative 4.1)</p>				

<u>Affected Department</u>	<u>Proposed Budget</u>	<u>Budget Without Change</u>	<u>Budget Change</u>	<u>Budget Line Item</u>
Police Fleet	\$ 45,000	\$ 0	\$ 45,000	10-55-750
<p>Police vehicles receive hard use and must be replaced on a regular basis to be safe. The requested additional funding will be used to replace some of the police vehicles. (Strategic Initiatives 2.1 & 2.3)</p>				

Total Increase to General Fund: \$ 476,300



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, MAY 19, 2026- 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, May 19, 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.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

- A. Call to Order – Mayor Russell Porter
- B. Prayer/Moment of Silence -
- C. Pledge of Allegiance – Council Member Jeremy Howe

II. RECOGNITION OF EMPLOYEES

- A. Introduction of New Firefighter Andrew Chertudy
- B. Acknowledgement of Firefighter and Police Awards

III. PUBLIC COMMENTS – This is an opportunity to address the mayor and council with any concerns, suggestions, or praise regarding any item that is NOT on the agenda. No action can or will be taken at this meeting on comments made.

Please limit your comments to three minutes.

IV. RESPONSE TO PUBLIC COMMENT

V. CONSENT AGENDA

- A. Approval of May 5, 2026 Council Minutes

“South Ogden City is dedicated to preserving and enhancing quality of life for all residents, businesses, employees, and visitors.”

VI. DISCUSSION / ACTION ITEM

Consideration of **Ordinance 26-04** – Approving a Master Development Agreement with Waters Edge Apartments LLC for the Property Located at 5083 Harrison Blvd.

VII. DISCUSSION ITEM

Amendments to the City Purchasing Policy

VIII. OPEN AND PUBLIC MEETING TRAINING

City Attorney Amy Hugie

IX. REPORTS/DIRECTION TO CITY MANAGER

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

X. RECESS INTO CLOSED EXECUTIVE SESSION

In Accordance With UCA 52-4-205(1) to Discuss Pending or Reasonably Imminent Litigation

XI. RECONVENE CITY COUNCIL MEETING

XII. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on May 19, 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.



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

**TUESDAY, MAY 5, 2026
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 Mike Howard, Jeannette Smyth, Doug Stephens, Jeremy Howe, and Clayton Peterson

STAFF MEMBERS PRESENT

Assistant City Manager Summer Palmer, City Attorney Amy Hugie, Finance Director Peter Anjewierden, Fire Chief Cameron West, Deputy Fire Chief Brandon Storey, Police Chief Darin Parke, City Planner Alike Murphy, Communications and Events Manager Danielle Bendinelli, and Recorder Leesa Kapetanov

OTHERS PRESENT

No one else attended the work session.

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/CC260505_1558.mp3?t=202605131324510&t=202605131324510 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 5:01 pm, Mayor Porter called the meeting to order. He excused City Manager Matt Dixon. After some minor discussion, the mayor called for a motion to begin.

00:02:10

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

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, City Attorney Amy Hugie, Fire Chief Cameron West, Deputy Fire Chief Brandon Storey, Police Darin Parke, City Planner Alika Murphy, Communications and Events Manager Danielle Bendinelli, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Tony Huerta, Rick Salvinski, Bruce & Joyce Hartman

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

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC260505_1657.mp3?t=202605131326360&t=202605131326360 or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:00 pm and called for a motion to begin
00:00:00

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

B. Prayer/Moment of Silence

- The mayor led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Stephens led everyone in the Pledge of Allegiance

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IV. RECOGNITION OF EMPLOYEES

Fire Chief Cameron West Will Recognize Firefighter Corbin Hunt Who Received a Supervising Fire Officer Designation from the Utah Fire and Rescue Academy

- Chief West read about Firefighter Hunt and congratulated him on his achievements. The mayor congratulated Mr. Hunt and photos were taken. See Attachment B.

00:01:23

V. PUBLIC COMMENT

Brad Peterson 00:03:06 Commented on noise problems near his home

VI. RESPONSE TO PUBLIC COMMENT

- Mayor Porter let Mr. Peterson know the city would follow up on his comments

00:05:22

VII. CONSENT AGENDA

- A. Approval of April 7, 2026 Council Minutes
- B. Set Date for Public Hearing (June 16, 2026 at 6 pm or as soon as the agenda permits) To Receive and Consider Comments on the Proposed FY2027 Interim Budget
- C. Set Date for Public Hearing (August 4, 2026 at 6 pm) To Receive and Consider Comments on a Proposed Property Tax Increase

- Mayor Porter read through the items on the consent agenda and asked if any corrections needed to be made to the minutes. Council Member Stephens pointed out an error on Line 80 00:05:48
- Mayor Porter called for a motion to approve the consent agenda with corrections to Line 80 of the minutes 00:06:41

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

VIII. DECLARATION THAT THE FY2027 TENTATIVE BUDGET INCLUDES A PROPOSED PROPERTY TAX INCREASE AND THE CITY IS PROPOSING AN INCREASE IN PROPERTY TAXES FOR FY2027

Finance Director Peter Anjewierden

- Mr. Anjewierden made the following points during his presentation to the City Council and those present:
 - There was a separate item on the agenda notifying the public that the City is proposing a property tax increase 00:07:49

- 153 ○ The FY2027 Tentative Budget includes a proposed tax rate increase in accordance with
- 154 the Property Tax Impact Schedule
- 155 00:08:01
- 156 ○ The proposed tax rate will exceed the certified tax rate
- 157 00:08:12
- 158 ○ The additional percentage of the ad valorem tax will be approximately 10.39% based on
- 159 last year's valuations (we are still waiting on additional information from the county for
- 160 this year's valuations).
- 161 00:09:39
- 162 ○ The City will hold a public hearing on the tax increase on August 4, 2026 at 6 pm
- 163 00:09:58

167 **IX. PRESENTATION OF PROPERTY TAX IMPACT SCHEDULE**

168 Finance Director Peter Anjewierden 00:11:32

- 169 • During his review of the Property Tax Impact Schedule, Mr. Anjewierden:
 - 170 ○ Gave the amount of additional revenue the City would receive if a property tax increase
 - 171 was approved 00:11:42
 - 172 ○ Told how much the yearly increase would be for a resident with property worth \$483,000
 - 173 00:12:24
 - 174 ○ Told how much the yearly increase would be for a business with property worth \$483,000
 - 175 00:12:56
 - 176 ○ Attested that the City needed the additional revenue to balance the budget as proposed
 - 177 00:13:25
 - 178 ○ Further stated that the City would not be allowed to spend any of the increased property
 - 179 tax revenue until the public hearing is held and the final budget adopted
 - 180 00:13:36
 - 181 ○ Explained for what the revenue from the increased taxes would be spent on
 - 182 00:14:10

186 **X. DISCUSSION / ACTION ITEMS**

187 **A. Consideration of Resolution 26-08 – Declaring South Ogden City's Intent to Increase Property**

188 **Tax Revenue for Fiscal Year 2026-2027 And Setting Forth the Estimated Amounts and**

189 **Reasons for the Proposed Property Tax Increase**

- 190 • Mayor Porter read through the bulleted items in the resolution for the public to hear
- 191 00:24:09

192 They were:

- 193 ○ South Ogden City declares its intent to increase property tax revenue for FY2027;
- 194 and,
- 195 ○ The approximate dollar amount and percentage increase of, and purpose for the

196 additional tax revenue generated by the proposed tax rate increase are set forth in
197 **Attachment “A”** (a copy of the Property Tax Impact Schedule) and by this
198 reference fully incorporated herein; and,
199 ○ A public hearing on the property tax increase will be held on August 4, 2026 at 6
200 pm at South Ogden City Hall, 3950 Adams Ave., South Ogden UT 84403; and,
201 ○ The City will publish all required notices for the August 4, 2026 public hearing as
202 per Open and Public Meeting and Truth in Taxation Laws; and,
203 ○ All members of the public who wish will be allowed to comment at the August 4,
204 2026 public hearing either in person or electronically; and,
205 ○ The City Finance Director will send notice of its intent to increase property tax
206 revenue to the County Auditor and State Tax Commission by June 1, 2026;

- Mayor Porter called for a motion to approve Resolution 26-08
00:25:34

211 **Council Member Smyth so moved, followed by a second from Council Member Howard.**
212 **The mayor asked if there were any further discussion, and seeing none, he called the vote:**

213
214 Council Member Howard - Yes
215 Council Member Smyth - Yes
216 Council Member Stephens - Yes
217 Council Member Howe - Yes
218 Council Member Peterson - Yes

219
220 **Resolution 26-08 was approved.**

221
222
223 **B. Consideration of Resolution 26-09 – Adopting the FY2027 Tentative Budget and Property Tax**
224 **Impact Schedule**

- Mayor Porter explained the resolution was to adopt to the tentative budget and called for
225 a motion to approve Resolution 26-09
226
227 00:25:56

228
229
230 **Council Member Howard so moved, followed by a second from Council Member Howe.**
231 **The mayor asked if there were any further comments; no one responded, so the vote was**
232 **called:**

233 Council Member Peterson - Yes
234 Council Member Stephens - Yes
235 Council Member Smyth - Yes
236 Council Member Howard - Yes
237 Council Member Howe - Yes

238
239 **The FY2027 Tentative Budget and Property Tax Impact Schedule were adopted.**

240 C. Consideration of Resolution 26-10 – Acknowledging South Ogden City’s Desire to Be Open
241 and Transparent About the City’s Intent to Increase Property Taxes in Fiscal Year 2026-2027
242 and to Comply with Utah Code Annotated (UCA) 59-2-919(4)(a) and (b)

- 243 • The mayor read the bullet points from the resolution
244 00:26:46

245 They were:

- 246 ○ A separate item was provided in the meeting agenda (**See Attachment “A”**) that
247 notified the public that the FY2027 Budget included a proposed property tax increase
248 and declared the City’s intent to increase property taxes in accordance with UCA 59-
249 2-919(4)(a)(ii)
- 250 ○ Another separate item was placed on the agenda to present and explain the property
251 tax impact schedule (**see Attachment “B”**) as defined in 59-2-924. Copies of the
252 property tax impact schedule were made available for all present. During
253 explanation of the tax impact schedule, the City Finance Director pointed out:
 - 254 ▪ the approximate dollar amount of and purpose for additional ad valorem tax revenue
255 that would be generated by the proposed tax rate increase described in 59-2-
256 919(4)(b)(i)(A); and,
 - 257 ▪ the approximate percentage increase in ad valorem tax revenue for South Ogden
258 based on the proposed tax rate increase described in 59-2-919 (4)(b)(i)(A)

- 259
- 260 • Mayor Porter called for a motion to approve Resolution 26-10
261 00:28:18

262

263 **Council Member Stephens so moved, followed by a second from Council Member Peterson.**
264 **Mayor Porter called the vote:**

265

266	Council Member Howe -	Yes
267	Council Member Howard -	Yes
268	Council Member Smyth -	Yes
269	Council Member Stephens -	Yes
270	Council Member Peterson -	Yes

271

272 **Resolution 26-10 was adopted.**

273

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276 **XI. REPORTS/DIRECTION TO CITY MANAGER**

- 277 A. City Council Members
- 278 Council Member Howe - 00:29:20
 - 279 Council Member Howard - 00:32:50
 - 280 Council Member Smyth - 00:34:12
 - 281 Council Member Stephens - 00:35:20
 - 282 Council Member Peterson - 00:42:47

283 B. Assistant City Manager 00:43:07

284 C. Mayor 00:54:46

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288 **XII. ADJOURN**

289 • At 6:58 pm, Mayor Porter called for a motion to adjourn

290 00:58:20

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292 **Council Member Howard so moved. Council Member Smyth seconded the motion. The voice vote**

293 **was unanimous in favor of the motion.**

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321 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session
322 and Council Meeting held Tuesday, May 5, 2026.

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Leesa Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A

Presentation on Truth in Taxation and Reasons for Proposed Property Tax Increase

Not Approved

South Ogden City Tentative Budget 2027 and Proposed Property Tax Increase



- Holds the amount of property taxes that an entity receives constant, **regardless of changes in property value.**
- Unless the Council chooses to increase taxes to receive more revenue This requires a "Truth in Taxation" public hearing & notice.
- One exception – "New Growth" authorized by the County & State

Fire Department Pump Truck Funding

- Fire Department Fleet Replacement Guidelines
 - Best practice Replacement cycles (NFA 1900/1910 standards) adjusted for actual utilization and ops needs
- Engine pumpers are not to exceed 12-15 years of frontline service, total service life not to exceed 25 years.
- Quotation is attached
- TNT request is to ensure we set aside ¼ of the funding for this purchase annually in the amount of \$281,300
- This is located on budget line 10-80-160 as “Reserve for fund balance”

3

Public Works Sidewalks and Parks

Sidewalks

We have historically budgeted about 50K for regular sidewalk replacements / adding another 50K will improve resident safety and experiences in parks and around the city, but we haven't historically budgeted for it.

Parks

- As our park expansions and improvements have increased so have our needs for annual upkeep and replacement of aging portions.
- We have matching funds for RAMP, but have other ongoing needs to improve and maintain parks on an annual basis
- A great example is Nature Park that could utilize a portion of this funding desperately in years one and two
- Additional upkeep and improvements to parks will be an ongoing need

4

Police Fleet

- Intend to replace an additional six vehicles
- This funding will contribute to replacing at least six additional vehicles
- The need exceeds the budgeted lease amounts
- We recommended the lease option to maintain a regular replacement cycle, but this will supplement any shortfall or be utilized to expand our purchase next year

5

HB 236 Sample Property Tax Impact Schedule:

Example Property Tax Impact Schedule from Cameron City

Proposed Property Tax Impact Schedule		Affected Department	Proposed Budget	Budget without Tax Change	Budget Change								
<p>Cameron City will consider an increase to its property tax rate from .00045 to .00049 (estimated) to generate an additional \$400,000. The following information is intended to provide decision makers and the public with an explanation of how the City's operations would be affected if the proposed property tax increase is adopted.</p> <table border="0"> <tr> <td>Cameron City's Current Property Tax Rate</td> <td>0.00045</td> </tr> <tr> <td>Cameron City's Current Property Tax Revenue</td> <td>\$4,200,000</td> </tr> <tr> <td>Proposed Revenue with Tax Change</td> <td>\$4,600,000</td> </tr> <tr> <td>New Property Tax Revenue to Cameron City</td> <td>\$400,000</td> </tr> </table>		Cameron City's Current Property Tax Rate	0.00045	Cameron City's Current Property Tax Revenue	\$4,200,000	Proposed Revenue with Tax Change	\$4,600,000	New Property Tax Revenue to Cameron City	\$400,000	Police	\$7,234,000	\$7,045,000	\$189,000
Cameron City's Current Property Tax Rate	0.00045												
Cameron City's Current Property Tax Revenue	\$4,200,000												
Proposed Revenue with Tax Change	\$4,600,000												
New Property Tax Revenue to Cameron City	\$400,000												
<p>Estimated Increase to Cameron City's Property Tax Revenue 9.50%</p>		<p>Impact of Tax Increase - The Police Department will hire two new police officers and purchase related equipment.</p>											
<p>Estimated Increase to a primary residence of \$450,000 \$10.61</p> <p>Estimated Increase to a business valued at \$450,000 \$19.29</p>		Planning	\$250,000	\$190,000	\$60,000								
		<p>Impact of Tax Increase - The Planning Department will increase its contracting budget by \$60,000 to be able to hire a consultant to update the General Plan this year.</p>											
		Parks	\$5,562,700	\$5,713,700	\$151,000								
		<p>Impact of Tax Increase - The Parks Department will hire two new full time to enhance service levels on city-owned property.</p>											
		Total General Fund Change:			\$400,000								

Ramp Grant Funding Budget for Parks

Project	Meadows Park	Nature Park	Totals
RAMP Funding	\$ 414,600	\$ 173,100	\$ 587,700
SOC Capital	\$ 509,000	\$ 78,100	\$ 587,100
Total	\$ 923,600	\$ 251,200	\$ 1,174,800

7 This Total Budget is included in Capital Projects Budget Line 40-30-400 as a transfer in from the general fund.

Next Council Meeting May 19th is anticipated to include:
 Further Budget Discussions
 Update on Current year financials
 Enterprise Fund Materials For June 16th Hearing
 June 9th

Thank
you

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ATTACHMENT B
Property Tax Impact Schedule

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**SOUTH OGDEN CITY
PROPOSED PROPERTY TAX IMPACT SCHEDULE**

South Ogden City will consider an increase to its property tax rate from .002455 (preliminarily) to .002694117 (estimated) to generate an additional \$476,300. The following information is intended to provide decision makers and the public an explanation of how the City's operations would be impacted if the proposed tax increase is adopted.

South Ogden City's Current Property Tax Rate (Preliminary)	0.002455
South Ogden City's Current Property Tax Revenue	\$ 4,583,958
South Ogden City Estimated Property Tax Revenue	\$ 5,060,258
Proposed Revenue with Tax Change	\$ 476,300
Estimated Increase to South Ogden City Property Tax Revenue	10.39%
Estimated Increase to Primary Residence of \$483,000	\$ 67.76
Estimated Increase to a Business Valued at \$483,000	\$ 123.20

HOW FUNDS FROM INCREASED PROPERTY TAXES WILL BE SPENT

Affected Department	Proposed Budget	Budget Without Change	Budget Change	Budget Line Item
Fire	\$ 281,300	\$ 0	\$ 281,300	10-80-160

To meet national fire safety standards, the city must replace fire engines on a regular basis. It takes four years to build a fire engine, and the city must commit to its purchase before the manufacturer will begin the build. The city will reserve 25% of a new fire engine's cost annually over the next four years. (Strategic Plan Initiatives 2.1 & 2.3)

Affected Department	Proposed Budget	Budget Without Change	Budget Change	Budget Line Item
Public Works	\$ 100,000	\$ 50,000	\$ 50,000	10-60-725

Many of the city's sidewalks are in need of replacement or repair. Funds from increased property taxes will be used for annual funding for sidewalk replacement and maintenance. (Strategic Plan Initiative 3.2)

Affected Department	Proposed Budget	Budget Without Change	Budget Change	Budget Line Item
Capital Improvement for Parks	\$ 150,000	\$50,000	\$ 100,000	10-70-750

Due to recent park improvements, the city's operational needs to maintain them has increased. The city will increase annual funding for these operational needs. (Strategic Initiative 4.1)

Affected Department	Proposed Budget	Budget Without Change	Budget Change	Budget Line Item
Police Fleet	\$ 45,000	\$ 0	\$ 45,000	10-55-750

Police vehicles receive hard use and must be replaced on a regular basis to be safe. The requested additional funding will be used to replace some of the police vehicles. (Strategic Initiatives 2.1 & 2.3)

Total Increase to General Fund: \$ 476,300

477
478
479
480
481
482
483
484
485
486
487
488
489
490
491

ATTACHMENT C

From left to right:

Mayor Porter, Corbin Hunt, Fire Chief Cameron West, Deputy Fire Chief Brandon Storey



STAFF REPORT



SUBJECT: Master Development Agreement for 5083 Harrison Boulevard
AUTHOR: Alika Murphy
DEPARTMENT: Planning Administration
DATE: May 19, 2026

BACKGROUND

Back in March 2023 a Master Development Agreement (MDA) between the City and McConkie Multifamily, LLC for the property at 5083 Harrison Boulevard was presented to Planning Commission and the commission ended up recommending a positive approval to the City Council. City Council then adopted the MDA later that month. A development agreement is a written agreement or amendment to a written agreement between a municipality and one or more parties that regulates or controls the use or development of a specific area of land. The main purpose of this agreement is for the developer to provide a total of five deed restricted units for workforce housing in exchange for an additional floor per building. The remaining units will be market rate units.

The property is zoned Neighborhood Commercial which allows for residential uses and allows for different building types including Storefront, General Stoop, Limited Bay, and Civic Building. This project is proposing two storefront buildings. Currently, the city requires that storefront buildings be built according to the specific requirements of the code but is not currently requiring the commercial component on the ground floor. The thought is that in the future the ground floor could be turned into a commercial space if desired. Without the MDA the property could still develop with a couple multifamily buildings but there would be no requirement of deed restricted units, the buildings would be no taller than 3 stories, and all requirements of the form-based code would need to be followed.

The intention of deed restricting “workforce” housing is to provide affordable housing for police, fire, emergency responders, public school teachers, school staff, and municipal employees all employed within the city. The workforce housing units will not be rented to households that earn more than 80% of the area median income (AMI) and the units will be deed restricted for 50 years. The monthly rent for the workforce housing units shall not exceed 30% of the gross monthly income of a household earning 80% of the Weber County AMI. If there is no qualified renter, then the unit may be rented to a qualified renter meaning that the leasing household’s annual income must be less than 80% of the county’s AMI.

The Planning Commission held a public hearing on May 14, 2026, in the Council Chambers where many neighbors of the property in question mainly expressed their concerns about the impact of the development as a whole. Specifically, residents were worried about traffic impact through their neighborhoods via the connection to 5000 South, parking, and overall dislike of

higher density in the area. There were also a few emails that were forwarded to the Planning Commission expressing similar sentiments. Prior to the public hearing, staff presented a PowerPoint going over the main point of the discussion which was to consider the deed restrictions and not the approval of the development as a whole. The applicant was present and presented information on the project in an effort to answer anticipated questions. Ultimately, the Planning Commission forwarded a positive recommendation to the City Council.

ANALYSIS

Staff has spoken to administrative staff that were present when the original MDA was adopted and it was confirmed that the City is still on board with the terms of this MDA.

The main changes from the original adopted MDA include updating the dates/timelines and updating the building type, since the building type that was mentioned would not be allowed in the Neighborhood Commercial zone and is not what was included as part of the agreement packet that was originally adopted. Once again, staff checked with administrative staff that was with the city at the time of approval of the original MDA and it was confirmed that the intention was always to allow the apartment buildings which would not be classified as Row Buildings, but Storefront instead. Other exceptions/ requirements that are consistent with the adopted MDA include the following:

- Floor height of the buildings being 11' on the main level and 10' on the upper levels,
- Reduced first floor glazing requirements
- parking depth having a minimum of 18' with a parking ratio of 1.75 stalls per unit including 1 covered stall per unit and no required curb stops on stalls that abut sidewalks exceeding 6' in width. Enlarged sidewalks shall accommodate the bumper overhang and comply with ADA requirements
- The entrance off of Harrison shall have a width of 26' per UDOT requirement

Additional changes were presented to Planning Commission which included the addition of recital lines that reference the original MDA ordinance, the change from 1.75 to 1.73 parking spaces per unit, and clarification on the name of the listed developer that is entering into the agreement with the city. Staff also proposed adding the definition of "moderate income" instead of "affordable" since the definition of "moderate income" is more in line with the deed restricted unit percentages. The definition is the same as the definition found in HB 68.

The proposed site plan will still need to obtain site plan approval from the City's Staff Review Committee.

This MDA aims to incentivize affordable units in a development, and it serves as a trial run for possible future agreements to make sure there will be affordable housing units included in future projects.



Public Hearing

Planning Commission

May 14, 2026

CITY CALENDAR

EVENTS							MEETINGS							RECREATION						
MAY 2026																				
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2														
3	4	5	6	7	8	9														
10	11	12	13	14	15	16														
17	18	19	20	21	22	23														
24	25	26	27	28	29	30														
31																				

- May 14**
Planning Commission Work Session
[READ MORE](#)
- May 14**
Public Hearing - MDA
[READ MORE](#)
- May 14**
Planning Commission Meeting
[READ MORE](#)

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City Code | Economic Development | Urban Forestry Commission

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- Online Bill Pay
- City Center Plan
- Employment
- Community
- Meetings + Minutes



RESOURCES

- Agenda, Minutes And Audio
- Annexation Policy Plan
- City Code
- Applications
- General And Capital Facilities Plans
- Information Packets
- Zoning Map
- City Planner

PLANNING COMMISSION

Home > Government > Planning Commission

Planning Commission: Determines current & future development/planning in the City. They meet the 2nd Thursday of the month at 6:15 pm in the Council Chambers.

Commissioners:

- Chairman** - Robert Bruderer - rbruderer@southogdencity.gov
- Vice Chair** - Pete Caldwell - pcaldwell@southogdencity.gov
- Brian Mitchell - bmitchell@southogdencity.gov
- Norbet Didier - ndidier@southogdencity.gov
- Brittany Rocha - brocha@southogdencity.gov
- Katie Wahlquist - kwahlquist@southogdencity.gov
- Adam Ritchie - aritchie@southogdencity.gov



RESOURCES

- Annexation Policy Plan
- City Code
- Applications
- General And Capital Facilities Plans
- Planning Commission
- Zoning Information Packets
- Upcoming Public Hearing Information
- Zoning Map

AGENDA, MINUTES & AUDIO

Home > Departments > Planning & Zoning > Planning Commission Agenda, Minutes, & Audio

Planning Commission: Determines current & future development/planning in the City. They meet the 2nd Thursday of the month at 6:15 pm in the Council Chambers.

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Department of Commerce
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DIVISION OF ARCHIVES AND RECORDS SERVICE

Meetings and Events Around Me

Filter Notices

Notice Title	Event Date	Event Address	Public Body
Quarterly Board Meeting	04/10/2025, 9:00 AM	140 E 300 S Salt Lake City, UT 84111	Olene Walker Housing Loan Fund Board
Technical Conference (25-057-02, EGU's 2025 IRP)	04/10/2025, 10:00 AM	160 East 300 South, 4th Floor Heber Wells Building, Rm. 401 Salt Lake City, UT 84111	Public Service Commission
Utah Homeless Network Steering Committee Meeting: April 10, 2025	04/10/2025, 1:00 PM	Virtual Virtual, UT 84111	Utah Homeless Network Steering Committee
First District Victim Rights Committee Meeting	04/10/2025, 1:30 PM	Virtual Virtual Salt Lake City, UT	Victim Services Commission

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Definitions

- Government Type:** A categorization of government entities, including state, county, municipality, special districts, and schools, among others. The designation of special

Browse for Notices

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Government Type	Entity	Public Body
State Agency	Smithfield	Accommodation Review Committee
County	Snowville	Arts Council
Municipality	South Jordan	Board of Adjustments
Special Service District	South Ogden	CDRA
College or University	South Salt Lake	City Council
Interlocal	South Weber	Planning Commission
Judicial Branch	Spanish Fork	Police Department
Associations of	Spring City	

Planning Commission Notices

Please Note: We are only displaying notices that are upcoming or have occurred in the past 6 months. For more results and older notices, please use the [Search](#) feature.

Notice Title	Event Date	Attachments
April 10, 2025 Planning Commission Meeting	2025/04/10 06:15 PM	<ul style="list-style-type: none"> 250410PCPacket.pdf (Public Information Handout)

utah.gov PUBLIC NOTICE WEBSITE
DIVISION OF ARCHIVES AND RECORDS SERVICE

South Ogden Planning Commission April 10, 2025 Planning Commission Meeting

April 10, 2025 Planning Commission Meeting

SUBSCRIBE TO PUBLIC BODY

General Information

Government Type:
Municipality

Entity:
South Ogden

Public Body:
[Planning Commission](#)

Master Development Agreement (MDA)

- The agenda item is not for approval of the development, but consideration of a development agreement
- Main reason for it is to provide deed restricted 5 units for workforce housing and the following code exceptions are made:
 - Buildings to be four stories with elevators and interior corridors
 - Floor height to be 11' (measured floor to floor) on the main level and 10' (measured floor to floor) on the 2nd, 3rd, and 4th floors
 - Reduced first floor glazing requirements
 - Parking stall depth minimum 18'
 - Required parking to be a minimum of 1.73 stalls per unit
- Workforce housing includes police, fire, emergency responders, public school teachers and staff and municipal employees.

c. Permitted Rents. Monthly rents for Workforce Housing Units, adjusted annually, shall not exceed an amount equal to 30% of the gross monthly income of a household earning 80% of the AMI for Weber County, Utah adjusted only for family size using HUD's Family Size Adjustments.

b. Qualifications. In order to qualify to lease a Workforce Housing Unit, the leasing household's annual income must be less than eighty percent (80%) of the Weber County household median income as set forth in UCA §17C-1-102(32). Such a renter is a "Qualified Renter."

Background/History

This MDA was presented to Planning Commission back in March 2023 where a public hearing was held and commissioners unanimously forwarded a positive recommendation to City Council.

Later that month, City Council approved the MDA (Ordinance 23-06)

It has since expired which is why it is back for consideration

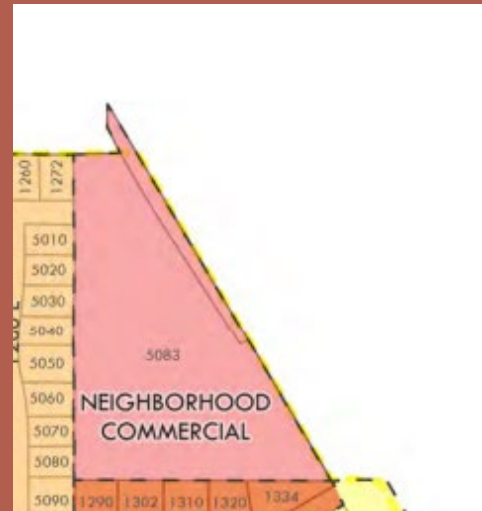
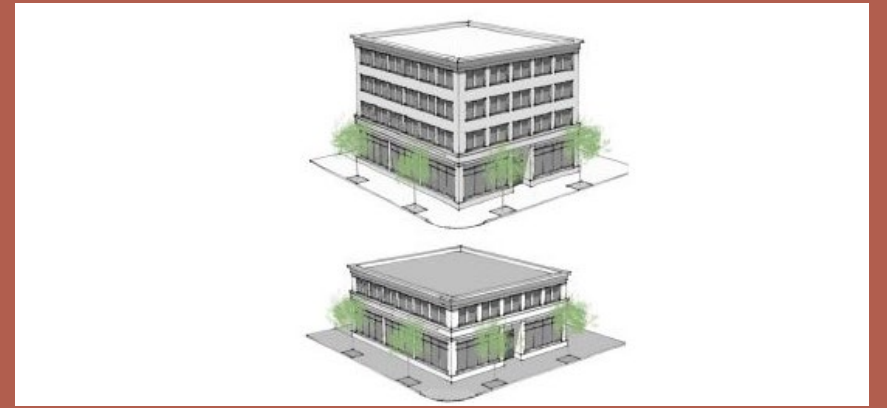
https://www.southogdencity.com/government/city_administration/ordinances_&_resolutions.php#outer-434sub-2909

MDA Changes/Additions

- Storefront building is added instead of Row building
- Parking 1.73 instead of 1.75
- New definition of Moderate Income to be in line with state code
- New recital line that references Ordinance 23-06

Zoning

- Zone: Neighborhood Commercial, zoned in 2018
- Even if the MDA is not approved, the owner of the parcel can move forward with a development that follows the requirements of the underlying zone, and there will be no deed restricted units
- Building Types allowed: storefront, general stoop, limited bay or civic building
- https://southogden.municipalcodeonline.com/book?type=ordinances#name=10-5.1B-5: Building_Types
- Permitted Uses: residential, commercial uses
- <https://southogden.municipalcodeonline.com/book?type=ordinances#name=10-5.1B-4: Uses>
- Storefront buildings requirements:
 - Max 3 stories [MDA 4 stories]
 - Ground story= 14-20' [MDA Floor height to be 11' (measured floor to floor) on the main level]
 - Upper stories= 9-14' [10' (measured floor to floor) on the 2nd, 3rd, and 4th floors]
 - Ground floor glazing: transparency (windows) 65%,



Deed Restriction



5 units will be deed restricted for workforce housing (emergency responders, firefighters, police officers, public school staff, city staff)

-document will be recorded at the Weber County's Recorder Office



15 day period to give a critical workforce qualified renter the chance to rent the unit. If there is no critical workforce renter then it may be rented to a qualified renter.

b. Qualifications. In order to qualify to lease a Workforce Housing Unit, the leasing household's annual income must be less than eighty percent (80%) of the Weber County household median income as set forth in UCA §17C-1-102(32). Such a renter is a "Qualified Renter."



Deed restrictions will run with the land and be in place for 50 years. If the development gets sold, the new owners will still be required to comply.

WHEN RECORDED, RETURN TO:

[name]
[address]
[address]

DECLARATION AND AGREEMENT FOR WORKFORCE HOUSING DEED RESTRICTIONS

This DECLARATION AND AGREEMENT FOR WORKFORCE HOUSING DEED RESTRICTIONS ("Declaration") is effective as of the date the Declaration is recorded at the office of the Weber County, Utah Recorder's Office (the "Effective Date") and is entered into by and between [name of developer], a Utah ("Developer") which is the owner of certain real property more particularly described on Exhibit I, for the benefit of and enforceable by South Ogden City, a political subdivision of the State of Utah (the "City").

WHEREAS, Developer owns and is developing a residential project on approximately [size] acres located at approximately [address] in South Ogden City, Weber County, State of Utah ("Project Property");

WHEREAS, Developer and the City share a goal of creating workforce housing in the City with a preference for the City's "critical workforce" which includes police, fire, emergency responders, public school teachers and staff and municipal employees, employed within the City;

WHEREAS, Developer and the City entered into a Development Agreement, ("Agreement") dated [date];

WHEREAS, this Declaration is attached as Exhibit D to the Agreement and is incorporated by reference into the Agreement;

WHEREAS, Developer agrees to the construction and rental of five (5) designated Affordable Housing Units (collectively, the "Workforce Housing Units" or "Units"; each individually, a "Workforce Housing Unit" or Unit) within the Project Property. The Workforce Housing Units are more particularly described on Exhibit I; and

WHEREAS, the purpose of the Agreement and the City Contribution is to provide five (5) Workforce Housing Units which qualify as income targeted housing as defined in the Utah State Code which shall be rented by Developer and by subsequent Owners to those with an annual household income of less than 80% of the Weber County household median income;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Developer does hereby record the following Restrictive Covenants to fulfill the purposes of the Agreement to assure that the five (5) designated Workforce Housing Units are rented in accordance with the Agreement and in compliance with the Utah State Code:

c. Permitted Rents. Monthly rents for Workforce Housing Units, adjusted annually, shall not exceed an amount equal to 30% of the gross monthly income of a household earning 80% of the AMI for Weber County, Utah adjusted only for family size using HUD's Family Size Adjustments.



Moderate-Income Housing

- State Code Definition for moderate income housing under 63N-22-101 per HB 68:
 - Moderate income housing" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the housing is located.
 - <https://le.utah.gov/~2026/bills/static/HB0068.html>
 - https://cms7files.revize.com/southogdennew/document_center/Planning%20%20Zoning/AMND%204_15_2025%20South%20Ogden%20General%20PlanR.pdf?t=202505081158490&t=202505081158490

Number of Persons in Family and Percentage Adjustments							
1	2	3	4	5	6	7	8
70%	80%	90%	Base	108%	116%	124%	132%

Area Median Income (AMI)

- Area Median Information comes from Department of Housing and Urban Development (HUD)
- AMI is about \$117,900 for the state
- 80%= 94,300, 30%= 28,290
- <https://www.huduser.gov/datasets/il/il2026/summary?reporttype=county&year=2026&counties=4905799999&states=49&q=Weber%20County,%20UT>
- <https://www.huduser.gov/portal/datasets/il/il26/State-Incomelimits-Report-FY26.pdf>
- <https://www.huduser.gov/portal/datasets/il/il21/IncomeLimitsMethodology-FY21.pdf>
- <https://www.huduser.gov/portal/datasets/il/il26/Medians-Methodology-FY26.pdf>
- <https://www.hud.gov/sites/documents/11secfaqs.pdf>

c. Permitted Rents. Monthly rents for Workforce Housing Units, adjusted annually, shall not exceed an amount equal to 30% of the gross monthly income of a household earning 80% of the AMI for Weber County, Utah adjusted only for family size using HUD’s Family Size Adjustments.

6. How are low-income and very low-income determined?
 Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>.

FY 2026 Income Limits Summary

FY 2026 Income Limit Area	Median Family Income	FY 2026 Income Limit Category	Persons in Family								Download .csv
			1	2	3	4	5	6	7	8	
Ogden, UT MSA	\$117,900	Very Low (50%) Income Limits (\$)	41,300	47,200	53,100	58,950	63,700	68,400	73,100	77,850	
		Extremely Low Income Limits (\$)*	24,750	28,300	31,850	35,350	38,680	44,360	50,040	55,720	
		Low (80%) Income Limits (\$)	66,050	75,450	84,900	94,300	101,850	109,400	116,950	124,500	

NOTE: Weber County is part of the **Ogden, UT MSA**, so all information presented here applies to all of the Ogden, UT MSA.

The **Ogden, UT MSA** contains the following areas: Davis County, UT; Morgan County, UT; Weber County, UT.

Discussion and Recommendation

Today the Planning Commission will be discussing this agreement and forward a recommendation.

The recommendation can be to adopt, adopt with corrections, or deny.

It will then go to City Council (elected officials) who will ultimately make the decision.

Waters Edge Apartments

166-unit apartment community advancing South Ogden's affordability, workforce housing, and corridor redevelopment goals

5083 S Harrison Blvd • South Ogden, Utah



Comparable design character: Odessa Apartments, South Jordan

The planning question: does this project make South Ogden more livable and more affordable?

YES — Waters Edge provides a high-quality, professionally managed, attainable housing option in exactly the type of location Utah is asking cities to plan for.

- Adds 166 new apartment homes bringing financial benefit to the city and revitalizing the area with new households
- Creates an attainable alternative to home ownership that has become dramatically more expensive
- Includes 5 deed-restricted affordable units with essential-worker preference which will preserve affordability
- Moves density to Harrison Blvd, a major state highway and transit corridor
- Responds to parking, traffic, and view concerns with professional studies and revised design

166

New apartment homes

5

Deed-restricted units

288

Planned parking stalls

Waters Edge helps South Ogden meet its own Moderate Income Housing strategy

Deed-restricted units

5 units committed to long-term affordability

Benefits essential workforce families

Near transit

Bus stop immediately in front of the site

Encourages use of public transit

Near jobs & services

2.2 mi to McKay-Dee • 2.4 mi to Weber State

Employment centers

Higher-density corridor

4-story interior corridor buildings along Harrison Blvd

Meets city objective for aesthetics and longevity

Planning takeaway

This is the kind of project that turns housing policy into actual homes: supply, location, affordability commitment, and transit access.

Home ownership has moved out of reach for many workforce households

2020 buyer

Home price	\$400,000
Rate / term	3.00% / 30 yr
Annual taxes	\$3,000
Insurance	\$1,000

\$2,020/mo

Estimated PITI

2026 buyer

Home price	\$600,000
Rate / term	6.25% / 30 yr
Annual taxes	\$4,000
Insurance	\$1,500

\$4,153/mo

Estimated PITI

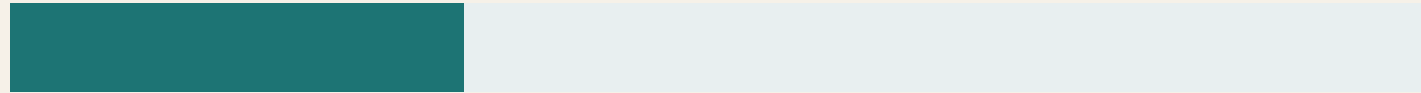


+106%

monthly housing cost increase

Waters Edge creates an attainable alternative to today's ownership cost

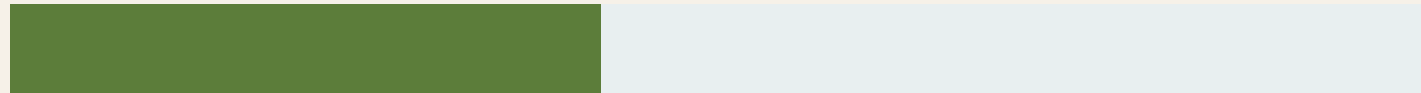
Waters Edge 1BR



\$1,325/mo

66 apartments

Waters Edge 2BR



\$1,725/mo

100 apartments

2026 ownership example



\$4,153/mo

Comparable single-family purchase scenario

A 2026 ownership payment is approximately 3.1× the one-bedroom rent and 2.4× the two-bedroom rent at Waters Edge.

Rents per developer update. PITI calculation uses 30-year fixed mortgage and stated assumptions.

Moderate income households: high-quality housing below the cost of ownership

100

2BR homes @ avg. \$1,725/mo

66

1BR homes @ avg. \$1,325/mo

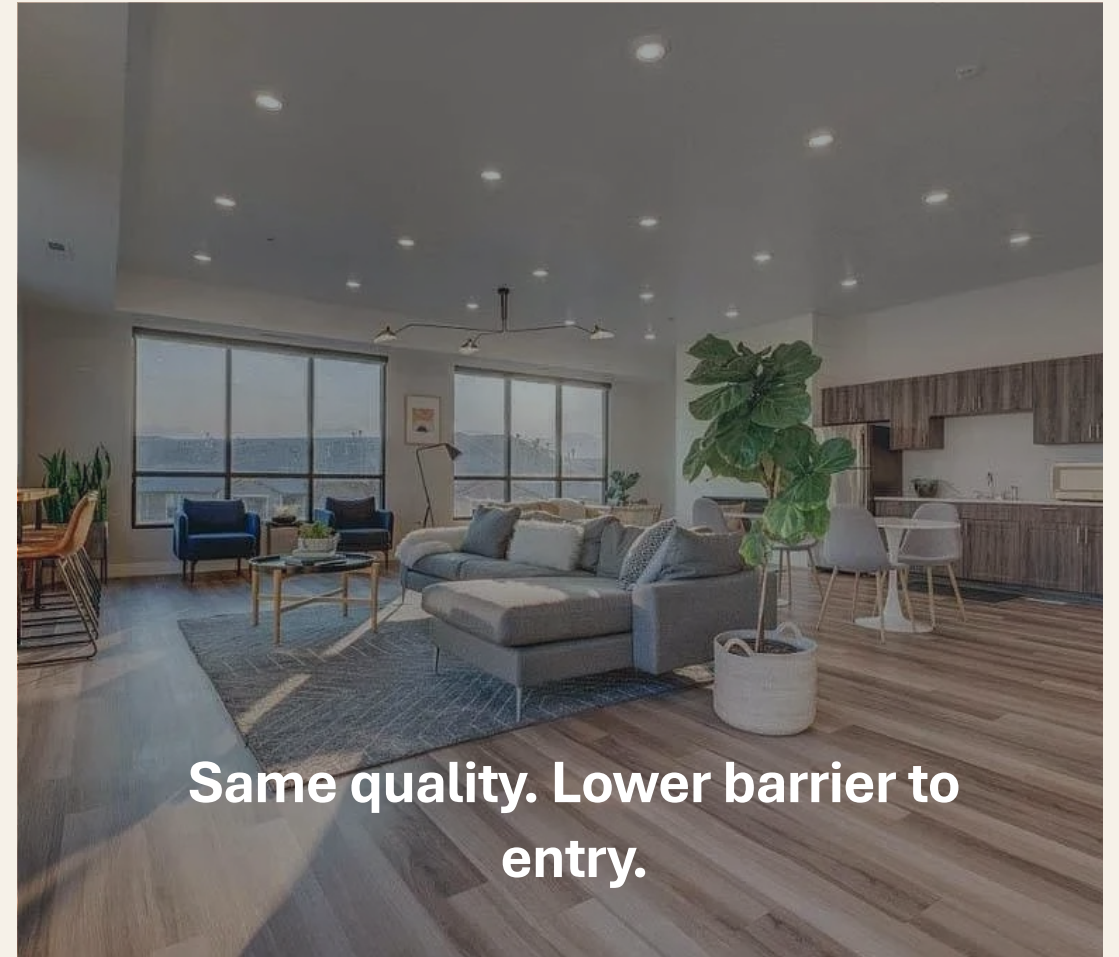
5

Deed-restricted affordable homes

100%

Same quality and amenities

- Deed-restricted units preserve future affordability and represent a direct community benefit
- Essential-worker preference supports nurses, teachers, public safety, public-sector staff and other workforce households
- Deed restricted units share the same building, finishes and amenity access as market-rate homes
- This is an economic sacrifice that benefits the community and converts policy goals into actual long-term housing access



A community asset



PROJECT CHARACTER

- 4-story interior corridor buildings= long economic life
- Elevator-served buildings
- Pool, clubhouse / great room, fitness center and leasing office
- Professionally maintained landscaping and pedestrian improvements
- Covered parking plus open parking

This is not a low-quality “affordable” project. It is a professionally managed, amenitized community that includes a moderate income commitment.

The site is where housing belongs: a state highway corridor, transit, services and jobs



Source: Waters Edge Summary location slide and project plans.

Neighborhood Commercial Zoning appropriate

Transit access UTA bus stop immediately in front of the property

Employment access 2.2 mi to McKay-Dee Hospital

Education access 2.4 mi to Weber State University

Regional mobility Easy access to Hwy 89

Locating housing here supports state and city goals without pushing growth into disconnected locations.

Parking: current plan exceeds study-based demand by approximately 14%

Study determined need

1.52 per unit x 166=252 stalls

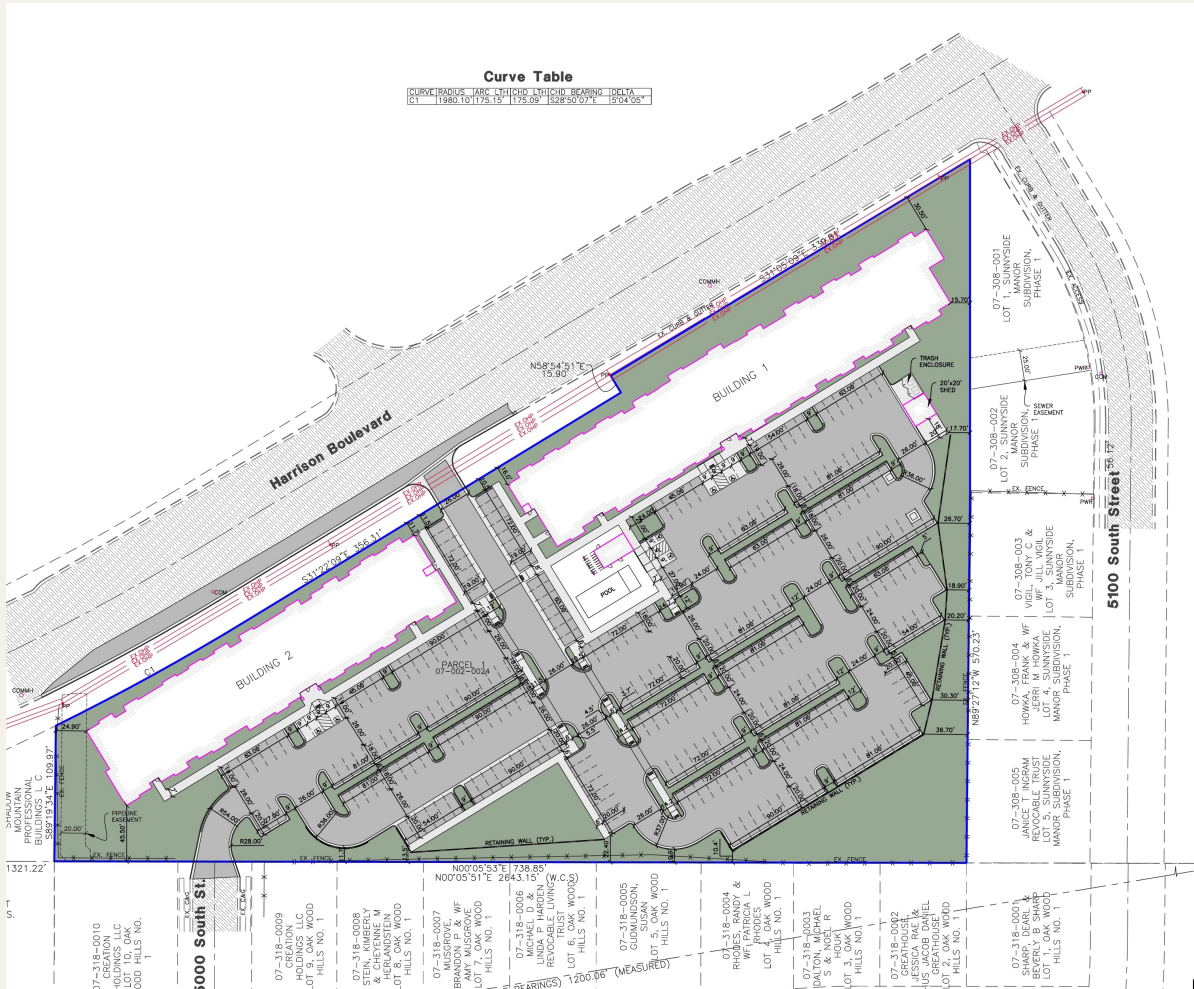
Proposed plan

288 total stalls (1.73 per unit)
166 covered stalls (1 per unit)

- Parking study conducted by Hales Engineering determined a need of 1.52 stalls per unit based on this location and unit mix. Numbers are scaled from the original study to reflect current unit count.

+36 stalls above scaled study-based demand
Code allows for a reduction based on bus stop location

Traffic: access is directed to Harrison Boulevard, not neighborhood streets



Bus stop

Daily trips, scaled from study

Signage

Directing residents to main entrance

Self policing

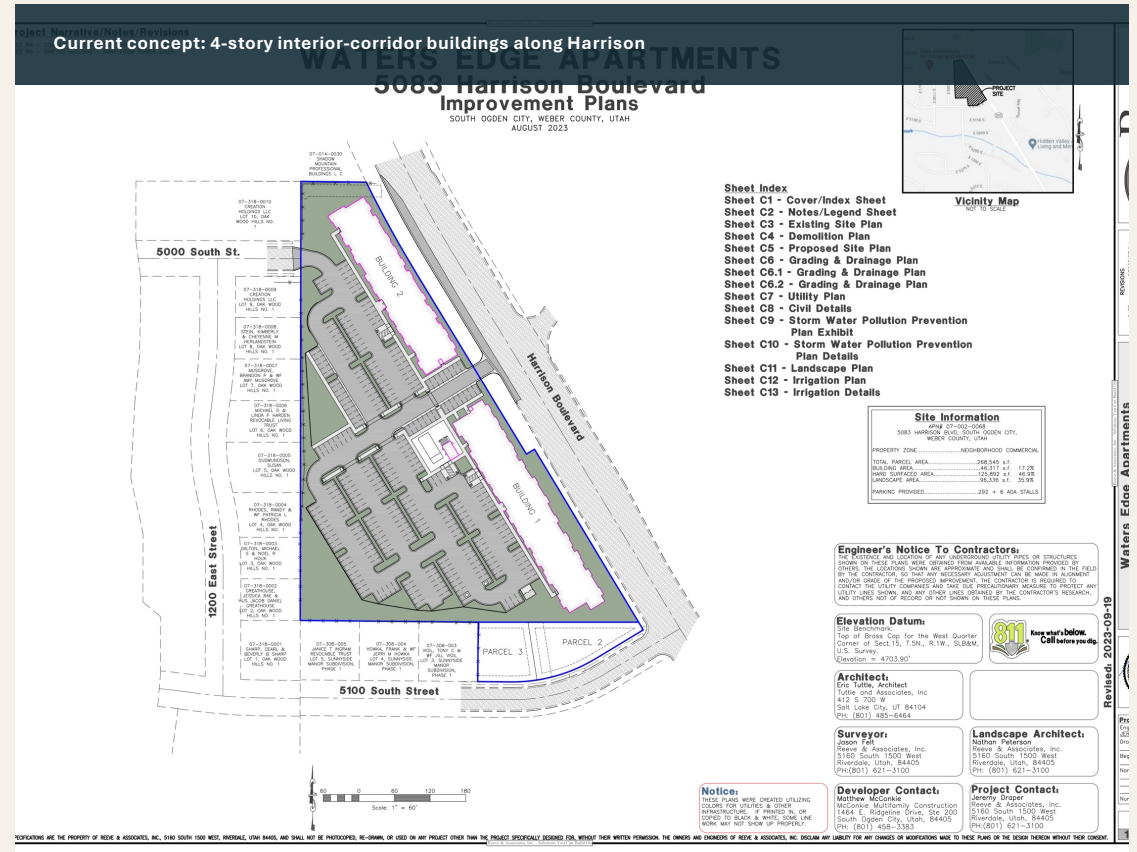
By on site management

UDOT

Preliminary approval on location of entrance

- Hales Engineering assumed all traffic would use the east access on Harrison Boulevard
- Harrison Boulevard is a state-maintained roadway classified under UDOT access management standards
- Per UDOT request, southbound deceleration lane will be added from the main entrance to the north end of the property

The revised 4-story plan reduces view impact by moving mass to Harrison Blvd



Adding the 4th story allowed the buildings to be consolidated along Harrison Boulevard and farther from existing homes — reducing the view corridor impact compared with a broader 3-story layout.

Professional management helps the project self-police for noise, nuisance and parking

On-site management

Leasing office and professional operations create accountability

Resident screening

Credit and criminal background checks for all residents

Amenity programming

Pool, fitness, clubhouse and gathering spaces keep activity internal

Maintenance standards

Professional landscaping, maintenance and common-area oversight

Clear rules

Lease enforcement and management presence reduce neighborhood spillover

Views, Parking, and Traffic

Parking

288 stalls planned

Study-scaled demand ≈252 stalls.
Parking supply exceeds demand by
≈36 stalls.

Traffic

Harrison Blvd access

All project traffic is directed to the
state highway corridor rather than
west neighborhood streets.

Views

**Buildings shifted away from
homes**

4-story interior-corridor buildings are
placed along Harrison Blvd, farther
from neighboring homes.

This is not a request to ignore concerns; it is a plan designed around them.

Why this project is a net positive for South Ogden



- 1 More housing supply** 166 homes in a high-demand corridor
- 2 Workforce affordability** Rents materially below ownership cost
- 3 Long-term commitment** 5 deed-restricted affordable units
- 4 Better frontage** Sidewalk, landscaping and corridor activation
- 5 Managed community** Onsite management and resident screening

Source: Project materials and developer commitments; image is the 4-story elevation concept supplied in the application materials.

Nearby home examples show the ownership cost gap



Ownership example

\$4,153/mo

2026 PITI for \$600,000 home at 6.25%

Waters Edge

\$1,325–\$1,725/mo

A practical, attainable housing option near the same neighborhoods.

Representative nearby South Ogden / Harrison-area listings are for illustrative purposes only. Individual numbers may vary.

Sources, assumptions and calculation notes

- South Ogden Moderate Income Housing Plan / Ordinance 25-05 — local housing strategy alignment, including deed-restricted units and housing near transit / employment centers.
- Hales Engineering — South Ogden Harrison Apartments Trip Generation and Parking Study, October 20, 2022.
- Waters Edge Summary, construction plans, landscaping plans, 3-story walk-up site plan and 4-story elevation concept supplied by developer.
- Ownership scenarios: 30-year fixed, fully amortized loan; 2021 = \$400,000 @ 3.00%, taxes \$3,000/year, insurance \$1,000/year; 2026 = \$600,000 @ 6.25%, taxes \$4,000/year, insurance \$1,500/year.
- Waters Edge rent assumptions per developer update: 66 one-bedroom homes @ \$1,325 • House listing images are representative nearby South Ogden / Harrison-area examples for visual context; active status and exact 0.5-mile radius should be verified before final public filing.
- Odessa Apartments images are used as representative visual precedent for building character and amenity quality.

When recorded, return to:

South Ogden City
Attn: City Attorney
3950 S. Adams Ave, Suite 1
South Ogden, UT 84403

Parcel Number: See Legal
Description

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered as of the ____ of _____, 2026, by and among South Ogden City, a political subdivision of the State of Utah (the “City”) and [McConkie Multifamily LLC](#), a Utah limited liability company or its assignee (the “Developer”).

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1b, below.
- B. The Project Property is currently assigned the Neighborhood Commercial District as set forth in the Form Based Code within the South Ogden City Code, as amended by Ordinance 17-21, 11-21-2017, eff. 11-21-2017.
- C. The Parties desire that the Project Property be developed in a unified and consistent fashion under the Neighborhood Commercial District within the South Ogden City Code and Developer provided Concept Plan and the terms of this DA. The Developer intends development of the Project Property into a residential apartment complex with attractive architectural and landscaping components while striving to be environmentally friendly through efficient use of water and energy in the building.
- D. Development of the Project Property as a high-density residential apartment complex under this DA is acknowledged by the City to be consistent with LUDMA and generally the Neighborhood Commercial District, and to operate to the benefit of the City, Developer, and general public.
- E. The Parties desire to create moderate income~~affordable~~ housing in the City with a preference for the City’s critical workforce which includes police, fire, emergency responders, public school teachers and staff, and municipal employees, employed within the City.
- F. The Parties acknowledge that development of the Project Property under this DA

will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly redevelopment of the Project Property and increasing property tax, sales tax and other revenues to the City based on improvements to be constructed on the Project Property.

- G. Development of the Project Property under this DA will also result in significant benefits to Developer by providing assurances to Developer it can develop the Project Property under this DA.
- H. The Parties have cooperated in the preparation of this DA.
- I. The Parties desire to enter into this DA to specify the rights and responsibilities of Developer to develop the Project Property and the rights and responsibilities of the City to allow and regulate such development under the requirements of this DA.
- J. The Parties understand and intend that this DA is a “development agreement” within the meaning of, and entered into under Utah Code Ann. § 10-20-18 and SOCC11-3-1G.

K. The Master Development Agreement was first adopted in March 2023 through Ordinance 23-06. The Parties understand that this updated agreement seeks to continue with the same intent as the original agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

- a. Incorporation. The foregoing Recitals and Exhibits “A”, “B”, and “C” are incorporated into this DA.
- b. Definitions. As used in this DA, the words and phrases specified below shall have the following meanings:
 - (i) “DA” means this Development Agreement including all of its Exhibits.
 - (ii) “Buildout” means the completion of all of the development on the entire Project Property under this DA.

(iii) “City” means South Ogden City, a political subdivision of the State of Utah.

(iv) “City Code” means the South Ogden City Code, as amended.

(v) “Concept Plan” means the document provided by Developer for the Project, which is attached as Exhibit “A”.

(vi) “Council” means the elected City Council of the City.

(vii) “Developer” means McConkie Multifamily, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA (other than a Sub developer).

(viii) “Development” means the development of a Parcel(s) or a portion thereof under an approved Development Application.

(ix) “Development Application” means an application to the City for development of a portion of the Project including Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

(x) “Form Based Code” means specific regulations applied to the Neighborhood Commercial Subdistrict within the City’s Zoning Regulations.

(xi) “LUDMA” means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-20-101, et. seq.

(xii) “Moderate Income” means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the housing is located.

~~(xii)~~(xiii) “Notice” means any notice to or from any party to this DA.

~~(xiii)~~(xiv) “Parties” mean the City and Developer. Each may be referred to individually as a “Party.”

~~(xiv)~~(xv) “Phase” means the development of a portion of the Project at a point in a logical sequence as determined by Developer.

~~(xv)~~(xvi) “Planning Commission” means the City’s Planning Commission.

~~(xvi)~~(xvii) “Project” means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, Phases, and all of the other aspects approved as part of this DA.

~~(xvii)~~(xviii) “Project Property” means approximately 5.681 acres of land owned by Developer and located on 5083 Harrison Blvd. in South Ogden, Utah and more particularly described in Exhibit “B” attached hereto.

~~(xviii)~~(xix) “Site Plan” all documents necessary under City Code 10-5.1A-10-2E(3)(b).

~~(xix)~~(xx) “Substantial Completion” means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.

~~(xx)~~(xxi) “Zoning” means the zoning for the Project.

~~(xxi)~~(xxii) “Zoning Ordinance” means the Zoning Regulations contained within the City Code.

2. Conditions Precedent. As conditions precedent to the obligations of the Parties, this DA is contingent upon and shall only become effective at such time, and in the event that:

- a. Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City’s Staff Review Committee.
- b. Developer obtains a traffic impact study for Harrison Blvd. and 5050 South.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the Zoning Ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 12 months from the date of signatures to this DA, this DA shall be void.

3. Effect of DA. This DA shall be the sole agreement between the Parties related to developing the Project except as it may be modified by agreement of the Parties.

4. Development of the Project.

a. Project Development. Development of the Project shall be under the Neighborhood Commercial Subdistrict to include: development of multi-family residential uses and accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and the following:

- (i) Multiple four-story apartment buildings of residential units.
- (ii) The Project shall generally follow the aesthetic guidelines outlined in South Ogden City Code, Title 10, Chapter 5.1, Article A, Sec. 10-5.1A-5-4 and 10-5.1A-11, et. seq., attached as Exhibit "C" and incorporated herein by this reference.

b. Adoption of Project Standards. The Parties understand and acknowledge that the Neighborhood Commercial Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards.

c. Project Standards Exceptions. The following exceptions to the Neighborhood Commercial Subdistrict and applicable Building Type standards will apply to this DA:

- (i) Developer shall not be required to adhere to the building above-grade height restriction of three stories but will be limited, instead, to four stories of residential.
- (ii) The buildings shall be Storefront Buildings with 4 stories and internal elevators and corridors of 1 and 2 bedroom apartments.
- (iii) Floor height of the buildings shall to be 11' (measured floor to floor) on the main level and 10' (measured floor to floor) on the 2nd, 3rd, and 4th floors.
- (iv) The buildings shall have reduced 1st floor glazing requirements. Exterior finish materials to include a combination of brick, hardie board, or metal.
- (v) Parking stall depth minimum 18' with a parking ratio to be a minimum of ~~1.73~~^{1.75} stalls per unit which includes 1 covered stall per unit.

(vi) No requirement for curb stops on stalls that abut sidewalks exceeding 6' in width. Enlarged sidewalks shall accommodate bumper overhang and comply with ADA requirements.

(vii) The Property entrance off of Harrison shall have a width of 26 feet per UDOT requirement.

d. Timing of Development. The Parties acknowledge that the efficient and economic development of the Project may be contingent and dependent upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors. The City agrees that Developer shall have a reasonable level of flexibility for timing (with the exception of Section 6), sequencing, and phasing of the project.

e. Approval Processes. Development approval of the Project shall follow the review processes in the Neighborhood Commercial Subdistrict within the Zoning Ordinance and this DA.

f. Project Fees. The Parties acknowledge that the City charges reasonable impact fees, building permit fees, and other fees and that Developer will be subject to all applicable fees. The Parties further acknowledge that the Project may be benefited by a Participation Agreement, but that the successful negotiation of a Participation Agreement is not a condition to performance of Developer's obligations under this DA.

5. Workforce Housing.

a. Workforce Housing. Developer agrees to designate five (5) of the units depicted on Exhibit A as qualifying moderate income affordable housing units ("Workforce Housing Units"). The remaining units not designated as Workforce Housing Units shall be Market Rate Units. First preference for occupancy and rent of the Workforce Housing Units will be given to the City's critical workforce, employed within the City, including police, fire, emergency responders, teachers and staff in public schools, and municipal employees of the City (the "Critical Workforce"). This preference will be applied when the Workforce Housing Units are offered for rent by Developer or subsequent owner. In its advertising and marketing efforts, Developer will identify the Workforce Housing Units and specify that members of the Critical Workforce will be given a preference to rent such units. The Workforce Housing Units will not be rented to households earning more than 80% of the Area Median Income ("AMI") adjusted only for family size using HUD's Family Size Adjustments. The Workforce Housing Units

will be deed-restricted in such a manner to ensure that the Workforce Housing Units will continue to qualify as income targeted housing, as defined in UCA §17C-1-102(33), for a period of fifty (50) years. The restrictions in the deed will grant the City authority to enforce the restrictions. An example of the deed and required restrictions is attached as Exhibit “D”.

b. Qualifications. In order to qualify to lease a Workforce Housing Unit, the leasing household’s annual income must be less than eighty percent (80%) of the Weber County household median income as set forth in UCA §17C-1-102. Such a renter is a “Qualified Renter.”

c. Permitted Rents. Monthly rents for Workforce Housing Units, adjusted annually, shall not exceed an amount equal to 30% of the gross monthly income of a household earning 80% of the AMI for Weber County, Utah adjusted only for family size using HUD’s Family Size Adjustments.

d. Critical Workforce Qualified Renters Favored. If an offer to rent a Workforce Housing Unit is received which is acceptable to Developer, Developer shall not accept the offer if it is not made by a Qualified Renter who is also a member of the Critical Workforce (a “Critical Workforce Qualified Renter”) for a period of fifteen (15) days to give a Critical Workforce Qualified Renter the opportunity to rent the Workforce Housing Unit. If a Critical Workforce Qualified Renter is able and willing to enter into a lease with Developer, Developer shall rent the Workforce Housing Unit to the Critical Workforce Qualified Renter.

i. If no Critical Workforce Qualified Renter is able and willing to enter into a lease with the Developer, the Workforce Housing Unit may be rented to the original offeror who is a Qualified Renter but not a Critical Workforce Qualified Renter.

ii. The City may, at its option, may submit a list of Critical Workforce Qualified Renters known to the City, which shall in no event be considered a complete or exhaustive list of eligible Critical Workforce Qualified Renters.

e. Exception to Qualification. Tenants no longer meeting income qualifications may renew their lease for a period of twelve (12) months beyond the initial term of their lease if no Qualified Renter is available.

f. Rental Agreement Continuation. If a tenant no longer meets income qualifications, they may continue to occupy the Workforce Housing Unit until the termination of the stated term of the rental agreement.

g. Filling of Vacancies. Every effort shall be made to rent Workforce Housing Units to Critical Workforce Qualified Renters. At initial notification of vacancy, a minimum of sixty (60) days prior to termination of the lease, Developer shall advertise for qualified tenants.

h. Critical Workforce Designation Change or Undue Hardship. If a Critical Workforce Qualified Renter terminates the employment which gave rise to their designation of Critical Workforce Qualified Renter, they may continue to occupy the Workforce Housing Unit until the termination of the term of their rental agreement. If there are no other potential Qualified Renters available, Developer may renew the rental agreement for an additional term of not more than twelve (12) months. Upon the showing of undue hardship on Critical Workforce Qualified Renter, Developer may choose to renew a rental agreement for a term not to exceed twelve (12) months.

i. Design and Finishes. Workforce Housing Units shall be built concurrently with the Market Rate Units in an integrated fashion and shall have the same exterior design and finishes of other similar Market Rate Units within the Project. Interior finishes may differ between Workforce Housing Units and Market Rate Units.

j. Maintenance of Workforce Housing Units. The Developer shall at all times maintain the Workforce Housing Units in good, safe, and habitable condition in all respects, and in the same general condition as Developer maintains the Market Rate Units, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the units. The Developer shall suffer no mechanics' liens to be recorded against the Workforce Housing Units.

k. Covenants to Run with the Land. Developer intends, declares and covenants, on behalf of itself and all future owners of the Workforce Housing Units that this Development Agreement and the covenants and restrictions set forth herein, regulating and restricting rents, use, and occupancy of each Workforce Housing Unit shall be covenants running with the land and improvements constituting the Workforce Housing Units, for the benefit of the City, shall encumber the Workforce Housing Units, and shall

be binding upon Developer and all subsequent owners of the Workforce Housing Units.

l. Rental Agreement Limitations. All rental agreements shall be for a minimum of ninety (90) days but not to exceed twenty-four (24) months. Nightly and weekly rentals are prohibited.

6. Vested Rights and Reserved Legislative Powers.

a. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the Neighborhood Commercial Subdistrict and this DA. The Parties intend that the rights granted to Developer under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the Neighborhood Commercial Subdistrict and this DA, grant to Developer “vested rights” as that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.

b. Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights as set forth above must meet the compelling, countervailing public interest standard in Utah Code Ann. §10-9a-509.

c. Legislative Discretion. Nothing in this DA shall be interpreted to usurp the independent exercise of the legislative discretion of the Planning Commission and Council.

7. **Developer's Non-Performance.** Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within three and one-half (3.5) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

8. **Term of Agreement.** This DA shall expire on its terms four (4) years from the date of approval and execution by the Parties, unless terminated earlier under another provision of this DA.

9. **City Obligations for Improvements.** In connection with the Project, the City confirms that it has the necessary utility infrastructure to provide water, sewer, and stormwater service to the Project and that such infrastructure exists within a

reasonable distance of the Project Property. The City also agrees that it will permit Developer to connect to the City's water, sewer, and storm drain upon payment of all applicable fees. Developer acknowledges that all other necessary utilities, including but not limited to electrical and natural gas service, are the responsibility of Developer.

10. Upsizing. Upon request from the City, Developer shall “upsized” any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City makes arrangements to compensate Developer for the reasonable costs of such upsizing on or before the date on which such infrastructure is installed by Developer. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

11. Developer to Indemnify the City. Developer shall, protect, indemnify, hold harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties hereto and their employers, to the extent which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

12. Notices.

a. Notice Addresses. All notices required or permitted under this DA shall be given in writing by certified mail and regular mail to the following addresses:

To Developer:
Waters Edge Apartments LLC
Attn: Matthew McConkie
1464 E Ridgeline Dr., Ste 200
South Ogden, UT 84405

With a copy to:
Anderson & Karrenberg P.C.
Attn: Curtis Brown
50 West Broadway, Suite 600
Salt Lake City, Utah 84101

To the City:
South Ogden City
Attn: City Manager
3950 Adams Ave., Ste. 1
South Ogden City, UT 84403

Effectiveness of Notice. Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to the United States Postal Service. Any party may change its address for Notice under this DA by giving written Notice to the other Parties.

13. Assignment and Transfer of Development.

a. Assignment. Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 13, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

b. Security Interests. This Section 13 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

c. Change in Control. A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 13. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the development related documents. If because of

these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes of this section, an "affiliate" is an entity in which the owner(s) of Developer both holds an ownership stake of more than 50 percent and over which the owner of Developer is able to exert control

14. Appointment of Representatives. To further the commitment of the Parties to cooperate in implementing this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City and the CDRA shall be Matthew Dixon, City Manager, and the initial representatives for Developer shall be Matthew McConkie. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

15. Mutual Drafting. Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.

16. Waiver of Jury Trial; Attorneys' Fees. All disputes or claims arising under this DA shall be mediated by a mediator to be agreed upon by the Parties. If, after good faith efforts by the Parties, mediation is unsuccessful in resolving the dispute(s), any remaining controversy or claims arising out of or relating to this DA, or a breach thereof, shall be resolved by bench trial in the District Courts for the Second Judicial District, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. The Parties waive their right to a jury trial of any disputes or claims arising under this DA.

17. Applicable Law. This DA is entered into in Weber County in the State of Utah and shall be construed under the laws of the State of Utah despite Utah's choice of law rules.

18. Venue. Subject to Section 16, supra, any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Weber County.

19. No Waiver. Failure of any party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

20. Severability. If any provision of this DA is held by a court of competent jurisdiction to be invalid, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

21. **Limitations on Damages.** UNDER NO CIRCUMSTANCE SHALL ANY PARTY BE ENTITLED TO RECOVER (I) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, (II) PENALTIES, OR (III) SPECIAL, PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

22. **Entire Agreement.** This DA and all Exhibits hereto, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. Notwithstanding the foregoing, any non-substantive amendments to this DA may be reviewed and approved in writing by the City Manager and/or City Planning Department Staff and Developer.

23. **Counterparts.** This DA may be executed in original counterparts when taken together shall constitute a complete, valid and binding agreement.

24. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

25. **Authority.** The Parties to this DA each warrant that they have the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on _____, 2026.

IN WITNESS WHEREOF, the Parties have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

SOUTH OGDEN CITY

By: _____

Its: _____

State of Utah)

:

County of _____)

On this ___ day of _____, 2026, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged he/she has authority to sign on behalf of South Ogden City and that they executed the same on behalf of South Ogden City.

Witness my hand and official seal.

(Notary Signature)

Waters Edge Apartments LLC
A Utah limited liability company

By: _____

Its: _____

State of Utah)

:

County of _____)

On this ____ day of _____, 2020, before me, _____ a notary public, personally appeared Matthew McConkie, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged he/she has the authority to sign the foregoing on behalf of McConkie Multifamily, LLC and that they executed the same on behalf of McConkie Multifamily, LLC.

Witness my hand and official seal.

—

(Notary Signature)

ORDINANCE NO. 26-04

**AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, APPROVING
AND ADOPTING A MASTER DEVELOPMENT AGREEMENT WITH
MCCONKIE MULTIFAMILY, LLC FOR THE PROPERTY LOCATED
AT 5083 HARRISON BOULEVARD**

SECTION I - RECITALS:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a zoning ordinance, subdivision ordinance, and general plan; and,

WHEREAS, the City Council finds that the Planning Commission has caused that Master Development Agreements be allowed as part of the prepared Subdivision Ordinance; and,

WHEREAS, the City Council finds that under Utah Code § I 0-9a-532, the City Council may lawfully adopt Master Development Agreements that have different standards set forth in existing land use regulations if it does so in accordance with the same procedures for enacting a land use regulation, including review and recommendation from the Planning Commission and a public hearing; and,

WHEREAS, the City Council finds that in 2023, the Planning Commission reviewed and recommended to the City Council, and the City Council approved through Ordinance 23-06, a Master Development Agreement with McConkie Multifamily, LLC for development of the property located at 5083 Harrison Boulevard within South Ogden City; and,

WHEREAS, the City Council finds that the 2023 Master Development Agreement with McConkie Multifamily, LLC expired before the project was built; and,

WHEREAS, the City Council now finds that the Planning Commission has reviewed, held a public hearing, and recommended to the City Council a new Master Development Agreement with McConkie Multifamily, LLC for development of the property located at 5083 Harrison Boulevard; and,

WHEREAS, based on the recommendation of the South Ogden City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Development Agreement with McConkie Multifamily, LLC;

NOW THEREFORE, BE IT ORDAINED By the City Council of South Ogden City, Utah:

The **Master Development Agreement** with McConkie Multifamily, LLC, attached hereto as **Attachment "A"**, and by this reference fully incorporated herein, is approved and adopted.

The foregoing recitals are fully incorporated herein.

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - SAVINGS CLAUSE:

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

SECTION V - DATE OF EFFECT

This Ordinance will be effective on the 19th day of May, 2026, and after publication or posting as required by law.

DATED the 19th day of May, 2026.

SOUTH OGDEN, a municipal corporation

Mayor Russell Porter

Attested and recorded

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 26-04

An Ordinance Of South Ogden City, Utah, Approving And Adopting A Master
Development Agreement With McConkie Multifamily, LLC or The Property
Located At 5083 Harrison Boulevard

When recorded, return to:

South Ogden City
Attn: City Attorney
3950 S. Adams Ave, Suite 1
South Ogden, UT 84403

Parcel Number: See Legal
Description

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- (v) “Concept Plan” means the document provided by Developer for the Project, which is attached as Exhibit “A”.
- (vi) “Council” means the elected City Council of the City.
- (vii) “Developer” means McConkie Multifamily, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA (other than a Sub developer).
- (viii) “Development” means the development of a Parcel(s) or a portion thereof under an approved Development Application.
- (ix) “Development Application” means an application to the City for development of a portion of the Project including Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.
- (x) “Form Based Code” means specific regulations applied to the Neighborhood Commercial Subdistrict within the City’s Zoning Regulations.
- (xi) “LUDMA” means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-20-101, et. seq.
- (xii) “Moderate Income” means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the housing is located.
- (xiii) “Notice” means any notice to or from any party to this DA.
- (xiv) “Parties” mean the City and Developer. Each may be referred to individually as a “Party.
- (xv) “Phase” means the development of a portion of the Project at a point in a logical sequence as determined by Developer.
- (xvi) “Planning Commission” means the City’s Planning

Commission.

(xvii) “Project” means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, Phases, and all of the other aspects approved as part of this DA.

(xviii) “Project Property” means approximately 5.681 acres of land owned by Developer and located on 5083 Harrison Blvd. in South Ogden, Utah and more particularly described in Exhibit “B” attached hereto.

(xix) “Site Plan” all documents necessary under City Code 10-5.1A-10-2E(3)(b).

(xx) “Substantial Completion” means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.

(xxi) “Zoning” means the zoning for the Project.

(xxii) “Zoning Ordinance” means the Zoning Regulations contained within the City Code.

2. **Conditions Precedent.** As conditions precedent to the obligations of the Parties, this DA is contingent upon and shall only become effective at such time, and in the event that:

- a. Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City’s Staff Review Committee.
- b. Developer obtains a traffic impact study for Harrison Blvd. and 5050 South.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the Zoning Ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 12 months from the date of signatures to this DA, this DA shall be void.

3. **Effect of DA.** This DA shall be the sole agreement between the Parties related to developing the Project except as it may be modified by agreement of the Parties.

4. **Development of the Project.**

a. Project Development. Development of the Project shall be under the Neighborhood Commercial Subdistrict to include: development of multi-family residential uses and accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and the following:

(i) Multiple four-story apartment buildings of residential units.

(ii) The Project shall generally follow the aesthetic guidelines outlined in South Ogden City Code, Title 10, Chapter 5.1, Article A, Sec. 10-5.1A-5-4 and 10-5.1A-11, et. seq., attached as Exhibit “C” and incorporated herein by this reference.

b. Adoption of Project Standards. The Parties understand and acknowledge that the Neighborhood Commercial Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards.

c. Project Standards Exceptions. The following exceptions to the Neighborhood Commercial Subdistrict and applicable Building Type standards will apply to this DA:

(i) Developer shall not be required to adhere to the building above-grade height restriction of three stories but will be limited, instead, to four stories of residential.

(ii) The buildings shall be Storefront Buildings with 4 stories and internal elevators and corridors of 1 and 2 bedroom apartments.

(iii) Floor height of the buildings shall to be 11' (measured floor to floor) on the main level and 10' (measured floor to floor) on the 2nd, 3rd, and 4th floors.

(iv) The buildings shall have reduced 1st floor glazing requirements. Exterior finish materials to include a combination of brick, hardie board, or metal.

(v) Parking stall depth minimum 18' with a parking ratio to be a minimum of 1.73 stalls per unit which includes 1 covered stall per unit.

(vi) No requirement for curb stops on stalls that abut sidewalks exceeding 6' in width. Enlarged sidewalks shall accommodate bumper overhang and comply with ADA requirements.

(vii) The Property entrance off of Harrison shall have a width of 26 feet per UDOT requirement.

d. Timing of Development. The Parties acknowledge that the efficient and economic development of the Project may be contingent and dependent upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors. The City agrees that Developer shall have a reasonable level of flexibility for timing (with the exception of Section 6), sequencing, and phasing of the project.

e. Approval Processes. Development approval of the Project shall follow the review processes in the Neighborhood Commercial Subdistrict within the Zoning Ordinance and this DA.

f. Project Fees. The Parties acknowledge that the City charges reasonable impact fees, building permit fees, and other fees and that Developer will be subject to all applicable fees. The Parties further acknowledge that the Project may be benefited by a Participation Agreement, but that the successful negotiation of a Participation Agreement is not a condition to performance of Developer's obligations under this DA.

5. Workforce Housing.

a. Workforce Housing. Developer agrees to designate five (5) of the units depicted on Exhibit A as qualifying moderate income housing units ("Workforce Housing Units"). The remaining units not designated as Workforce Housing Units shall be Market Rate Units. First preference for occupancy and rent of the Workforce Housing Units will be given to the City's critical workforce, employed within the City, including police, fire, emergency responders, teachers and staff in public schools, and municipal employees of the City (the "Critical Workforce"). This preference will be applied when the Workforce Housing Units are offered for rent by Developer or subsequent owner. In its advertising and marketing efforts, Developer will identify the Workforce Housing Units and specify that members of the Critical Workforce will be given a preference to rent such units. The Workforce Housing Units will not be rented to households earning more than 80% of the Area Median Income ("AMI") adjusted only for family size using HUD's Family Size Adjustments. The Workforce Housing Units will be deed-restricted in such a manner to ensure that the Workforce Housing Units will continue to qualify as income targeted housing, as defined in UCA §17C-

1-102(33), for a period of fifty (50) years. The restrictions in the deed will grant the City authority to enforce the restrictions. An example of the deed and required restrictions is attached as Exhibit “D”.

b. Qualifications. In order to qualify to lease a Workforce Housing Unit, the leasing household’s annual income must be less than eighty percent (80%) of the Weber County household median income as set forth in UCA §17C-1-102. Such a renter is a “Qualified Renter.”

c. Permitted Rents. Monthly rents for Workforce Housing Units, adjusted annually, shall not exceed an amount equal to 30% of the gross monthly income of a household earning 80% of the AMI for Weber County, Utah adjusted only for family size using HUD’s Family Size Adjustments.

d. Critical Workforce Qualified Renters Favored. If an offer to rent a Workforce Housing Unit is received which is acceptable to Developer, Developer shall not accept the offer if it is not made by a Qualified Renter who is also a member of the Critical Workforce (a “Critical Workforce Qualified Renter”) for a period of fifteen (15) days to give a Critical Workforce Qualified Renter the opportunity to rent the Workforce Housing Unit. If a Critical Workforce Qualified Renter is able and willing to enter into a lease with Developer, Developer shall rent the Workforce Housing Unit to the Critical Workforce Qualified Renter.

i. If no Critical Workforce Qualified Renter is able and willing to enter into a lease with the Developer, the Workforce Housing Unit may be rented to the original offeror who is a Qualified Renter but not a Critical Workforce Qualified Renter.

ii. The City may, at its option, may submit a list of Critical Workforce Qualified Renters known to the City, which shall in no event be considered a complete or exhaustive list of eligible Critical Workforce Qualified Renters.

e. Exception to Qualification. Tenants no longer meeting income qualifications may renew their lease for a period of twelve (12) months beyond the initial term of their lease if no Qualified Renter is available.

f. Rental Agreement Continuation. If a tenant no longer meets income qualifications, they may continue to occupy the Workforce Housing Unit until the termination of the stated term of the rental agreement.

g. Filling of Vacancies. Every effort shall be made to rent Workforce Housing Units to Critical Workforce Qualified Renters. At initial notification of vacancy, a minimum of sixty (60) days prior to termination of the lease, Developer shall advertise for qualified tenants.

h. Critical Workforce Designation Change or Undue Hardship. If a Critical Workforce Qualified Renter terminates the employment which gave rise to their designation of Critical Workforce Qualified Renter, they may continue to occupy the Workforce Housing Unit until the termination of the term of their rental agreement. If there are no other potential Qualified Renters available, Developer may renew the rental agreement for an additional term of not more than twelve (12) months. Upon the showing of undue hardship on Critical Workforce Qualified Renter, Developer may choose to renew a rental agreement for a term not to exceed twelve (12) months.

i. Design and Finishes. Workforce Housing Units shall be built concurrently with the Market Rate Units in an integrated fashion and shall have the same exterior design and finishes of other similar Market Rate Units within the Project. Interior finishes may differ between Workforce Housing Units and Market Rate Units.

j. Maintenance of Workforce Housing Units. The Developer shall at all times maintain the Workforce Housing Units in good, safe, and habitable condition in all respects, and in the same general condition as Developer maintains the Market Rate Units, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the units. The Developer shall suffer no mechanics' liens to be recorded against the Workforce Housing Units.

k. Covenants to Run with the Land. Developer intends, declares and covenants, on behalf of itself and all future owners of the Workforce Housing Units that this Development Agreement and the covenants and restrictions set forth herein, regulating and restricting rents, use, and occupancy of each Workforce Housing Unit shall be covenants running with the land and improvements constituting the Workforce Housing Units, for the benefit of the City, shall encumber the Workforce Housing Units, and shall be binding upon Developer and all subsequent owners of the Workforce Housing Units.

i. Rental Agreement Limitations. All rental agreements shall be for a minimum of ninety (90) days but not to exceed twenty-four (24) months. Nightly and weekly rentals are prohibited.

6. Vested Rights and Reserved Legislative Powers.

a. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the Neighborhood Commercial Subdistrict and this DA. The Parties intend that the rights granted to Developer under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the Neighborhood Commercial Subdistrict and this DA, grant to Developer “vested rights” as that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.

b. Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights as set forth above must meet the compelling, countervailing public interest standard in Utah Code Aim. §10-9a-509.

c. Legislative Discretion. Nothing in this DA shall be interpreted to usurp the independent exercise of the legislative discretion of the Planning Commission and Council.

7. **Developer's Non-Performance.** Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within three and one-half (3.5) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

8. **Term of Agreement.** This DA shall expire on its terms four (4) years from the date of approval and execution by the Parties, unless terminated earlier under another provision of this DA.

9. **City Obligations for Improvements.** In connection with the Project, the City confirms that it has the necessary utility infrastructure to provide water, sewer, and stormwater service to the Project and that such infrastructure exists within a reasonable distance of the Project Property. The City also agrees that it will permit Developer to connect to the City's water, sewer, and storm drain upon payment of all applicable fees. Developer acknowledges that all other necessary utilities, including but not

limited to electrical and natural gas service, are the responsibility of Developer.

10. Upsizing. Upon request from the City, Developer shall “upsized” any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City makes arrangements to compensate Developer for the reasonable costs of such upsizing on or before the date on which such infrastructure is installed by Developer. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

11. Developer to Indemnify the City. Developer shall, protect, indemnify, hold harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties hereto and their employers, to the extent which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

12. Notices.

a. Notice Addresses. All notices required or permitted under this DA shall be given in writing by certified mail and regular mail to the following addresses:

To Developer:

Waters Edge Apartments LLC
Attn: Matthew McConkie
1464 E Ridgeline Dr., Ste 200
South Ogden, UT 84405

With a copy to:

Anderson & Karrenberg P.C.
Attn: Curtis Brown
50 West Broadway, Suite 600
Salt Lake City, Utah 84101

To the City:

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

Effectiveness of Notice. Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to

the United States Postal Service. Any party may change its address for Notice under this DA by giving written Notice to the other Parties.

13. Assignment and Transfer of Development.

a. Assignment. Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 13, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

b. Security Interests. This Section 13 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

c. Change in Control. A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 13. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes

of this section, an “affiliate” is an entity in which the owner(s) of Developer both holds an ownership stake of more than 50 percent and over which the owner of Developer is able to exert control

14. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in implementing this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City and the CDRA shall be Matthew Dixon, City Manager, and the initial representatives for Developer shall be Matthew McConkie. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

15. **Mutual Drafting.** Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.

16. **Waiver of Jury Trial; Attorneys’ Fees.** All disputes or claims arising under this DA shall be mediated by a mediator to be agreed upon by the Parties. If, after good faith efforts by the Parties, mediation is unsuccessful in resolving the dispute(s), any remaining controversy or claims arising out of or relating to this DA, or a breach thereof, shall be resolved by bench trial in the District Courts for the Second Judicial District, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorneys’ fees, incurred in enforcing this Agreement. The Parties waive their right to a jury trial of any disputes or claims arising under this DA.

17. **Applicable Law.** This DA is entered into in Weber County in the State of Utah and shall be construed under the laws of the State of Utah despite Utah's choice of law rules.

18. **Venue.** Subject to Section 16, supra, any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Weber County.

19. **No Waiver.** Failure of any party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

20. **Severability.** If any provision of this DA is held by a court of competent jurisdiction to be invalid, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

21. **Limitations on Damages.** UNDER NO CIRCUMSTANCE SHALL ANY PARTY BE ENTITLED TO RECOVER (I) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, (II) PENALTIES, OR (III) SPECIAL,

PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

22. **Entire Agreement.** This DA and all Exhibits hereto, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. Notwithstanding the foregoing, any non-substantive amendments to this DA may be reviewed and approved in writing by the City Manager and/or City Planning Department Staff and Developer.

23. **Counterparts.** This DA may be executed in original counterparts when taken together shall constitute a complete, valid and binding agreement.

24. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

25. **Authority.** The Parties to this DA each warrant that they have the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on _____, 2026.

IN WITNESS WHEREOF, the Parties have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

SOUTH OGDEN CITY

By: _____

Its: _____

State of Utah)

:
County of _____)

On this ____ day of _____, 2026, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged he/she has authority to sign on behalf of South Ogden City and that they executed the same on behalf of South Ogden City.

Witness my hand and official seal.

(Notary Signature)

Waters Edge Apartments LLC
A Utah limited liability company

By: _____

Its: _____

State of Utah)

:

County of _____)

On this ____ day of _____, 2020, before me, _____ a notary public, personally appeared Matthew McConkie, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged he/she has the authority to sign the foregoing on behalf of McConkie Multifamily, LLC and that they executed the same on behalf of McConkie Multifamily, LLC.

Witness my hand and official seal.

—

(Notary Signature)

Exhibit "A"
Concept Plan

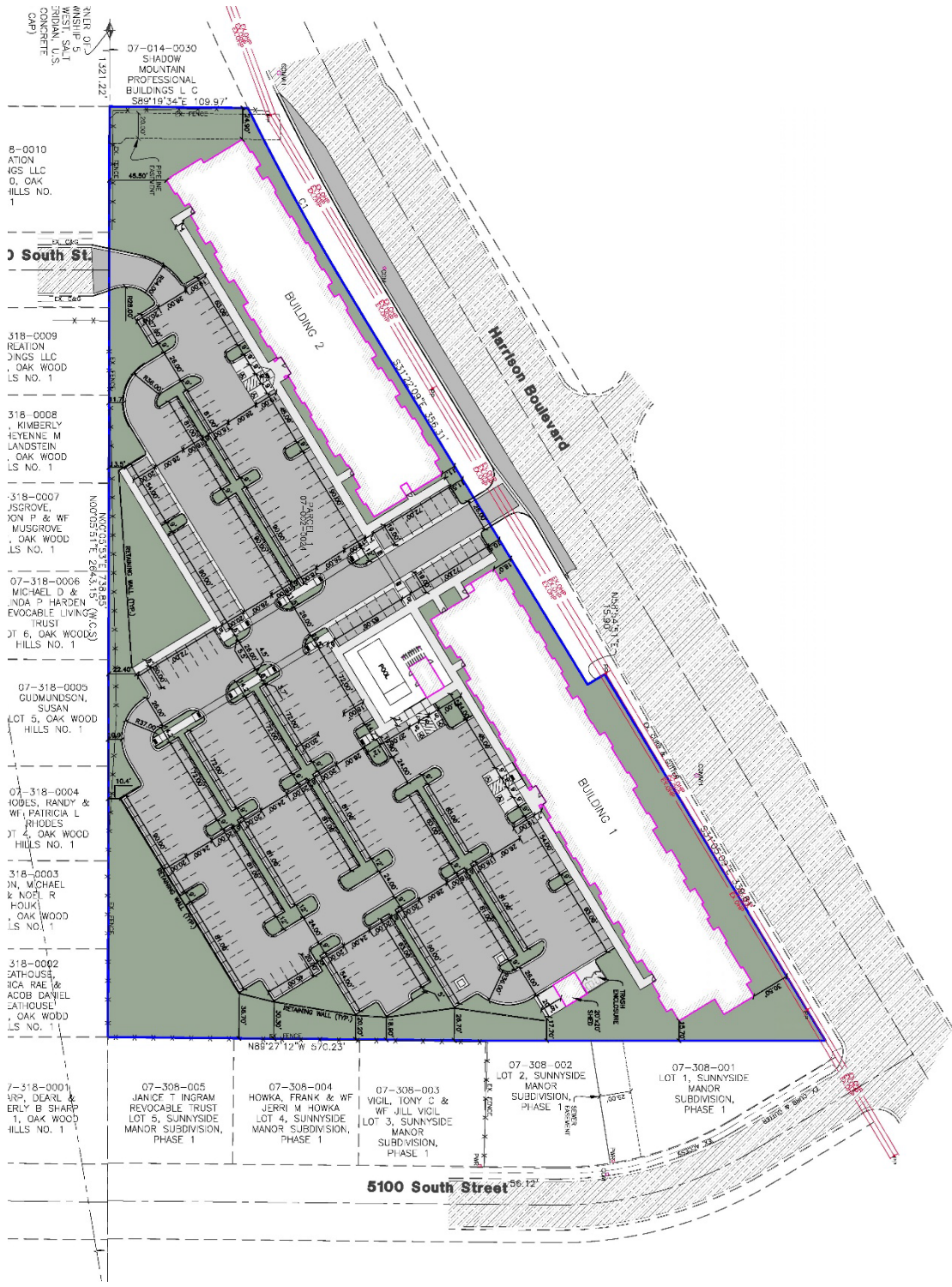


Exhibit "B"
Project Property Description
Legal Description

Tax ID:

PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 OF SUNNYSIDE MANOR SUBDIVISION AND THE NORTHEAST CORNER OF LOT 1 OF OAK WOOD HILLS NO. 1, SAID POINT BEING 583.08 FEET NORTH 00°05'51" EAST ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 15 (SAID WEST QUARTER CORNER BEING 1200.06 FEET SOUTH 06°36'05" EAST FROM A FOUND CENTERLINE MONUMENT IN THE INTERSECTION OF 5000 SOUTH STREET AND 1200 EAST STREET); THENCE NORTH 00°05'53" EAST 738.85 FEET ALONG THE EASTERLY LINE OF OAK WOOD HILLS NO. 1; THENCE SOUTH 89°19'34" EAST 109.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HARRISON BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1980.10 FEET, AN ARC LENGTH OF 175.15 FEET, A DELTA ANGLE OF 05°04'05", A CHORD BEARING OF SOUTH 28°50'07" EAST, AND A CHORD LENGTH OF 175.09 FEET; (2) SOUTH 31°22'09" EAST 356.31 FEET; (3) NORTH 58°54'51" EAST 15.90 FEET; AND (4) SOUTH 31°05'09" EAST 339.81 FEET; THENCE NORTH 90°00'00" WEST 270.16 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SUNNYSIDE MANOR SUBDIVISION; THENCE NORTH 89°27'12" WEST 300.08 FEET ALONG THE NORTH LINE OF SAID SUNNYSIDE MANOR SUBDIVISION TO THE POINT OF BEGINNING.

CONTAINING 247,463 SQUARE FEET OR 5.681 ACRES.

Exhibit “C”

**South Ogden City Code, Title 10, Chapter 5.1, Article B, Sec. 10-5.1B-5-4 and 10-5.1B-11,
et. seq.**

Please click the blue underlined text above to be taken to the referenced code.

Exhibit “D”

Restrictive Deed for Workforce Housing

WHEN RECORDED, RETURN TO:

[name]

[address]

[address]

DECLARATION AND AGREEMENT FOR WORKFORCE HOUSING DEED RESTRICTIONS

This DECLARATION AND AGREEMENT FOR WORKFORCE HOUSING DEED RESTRICTIONS (“**Declaration**”) is effective as of the date the Declaration is recorded at the office of the Weber County, Utah Recorder’s Office (the “**Effective Date**”) and is entered into by and between [name of developer], a Utah _____ (“**Developer**”) which is the owner of certain real property more particularly described on **Exhibit 1**, for the benefit of and enforceable by South Ogden City, a political subdivision of the State of Utah (the “**City**”).

WHEREAS, Developer owns and is developing a residential project on approximately [size] acres located at approximately [address] in South Ogden City, Weber County, State of Utah (“**Project Property**”);

WHEREAS, Developer and the City share a goal of creating workforce housing in the City with a preference for the City’s “critical workforce” which includes police, fire, emergency responders, public school teachers and staff and municipal employees, employed within the City;

WHEREAS, Developer and the City entered into a Development Agreement, (“**Agreement**”) dated [date];

WHEREAS, this Declaration is attached as **Exhibit D** to the Agreement and is incorporated by reference into the Agreement;

WHEREAS, Developer agrees to the construction and rental of five (5) designated Affordable Housing Units (collectively, the “**Workforce Housing Units**” or “**Units**”; each individually, a “**Workforce Housing Unit**” or **Unit**) within the Project Property. The Workforce Housing Units are more particularly described on **Exhibit 1**; and

WHEREAS, the purpose of the Agreement and the City Contribution is to provide five (5) Workforce Housing Units which qualify as income targeted housing as defined in the Utah State Code which shall be rented by Developer and by subsequent Owners to those with an annual household income of less than 80% of the Weber County household median income;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Developer does hereby record the following Restrictive Covenants to fulfill the purposes of the Agreement to assure that the five (5) designated Workforce Housing Units are rented in accordance with the Agreement and in compliance with the Utah State Code:

1. **DEFINITIONS:**

- 1.1. **Domicile.** The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, intends to return, and in which the individual and their family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.
- 1.2. **Non-Qualified Renter.** Any renter of a Workforce Housing Unit that is not a Qualified Renter.
- 1.3. **Owner.** The title owner of record, of at least a fifty percent (50%) undivided interest, of the Project Property.
- 1.4. **Primary Residence.** The place where a Domicile has been established.
- 1.5. **Qualified Renter.** A Qualified Renter's household annual income must be less than eighty percent (80%) of the Weber County household median income as set forth in the Utah State Code for income targeted housing.
- 1.6. **Critical Workforce Qualified Renter.** A Qualified Renter who is also a Critical Workforce Qualified Renter must meet the following additional criteria:
 - 1.6.1. Person(s) who are renting the Workforce Housing Unit as their Primary Residence; and
 - 1.6.2. A household with a minimum of one adult who is part of the Critical Workforce employed full time (at least 30 hours of employment per week) within the City as police, fire, emergency responder, teacher and staff in public schools, or an employee of the City.

2. **RENTAL OF WORKFORCE HOUSING UNITS.**

- 2.1. **PERMITTED RENTS.** Monthly rents for Workforce Housing Units, adjusted annually, shall not exceed an amount equal to 30% of the gross monthly income of a household earning 80% of the AMI for Weber County, Utah adjusted only for family size using HUD's Family Size Adjustments.
- 2.2. **PREFERENCE TO CRITICAL WORKFORCE QUALIFIED RENTERS.** If an offer to rent a Workforce Housing Unit is received which is acceptable to Developer or subsequent Owners, Developer or the subsequent Owner shall not accept the offer if it is not made by a Qualified Renter who is also a member of the Critical Workforce (a "Critical Workforce Qualified Renter") for a period of fifteen (15) days to give a Critical Workforce Qualified Renter the opportunity to rent the Workforce Housing Unit. If a Critical Workforce Qualified Renter is able and willing to enter into a lease with Developer, Developer shall rent the Workforce Housing Unit to the Critical Workforce Qualified Renter.

- a. If Developer or subsequent Owners received multiple offers from Critical Workforce Qualified Renters within the fifteen (15) day time period, Developer or Subsequent Owners shall accept the first offer received from a Critical Workforce Housing Renter. In the event the process of renting to the first matching Critical Workforce Housing Renter fails, Developer or Subsequent Owners shall accept the offer of the second matching Critical Workforce Housing Renter and attempt in good faith to rent the Workforce Housing Unit to the second matching Critical Workforce Housing Renter. This process shall continue until either the Workforce Housing Unit is rented or there are no Critical Workforce Housing Renters.
- b. If all Critical Workforce Housing Renters are unable to rent, the Workforce Housing Unit may be rented to the original offeror who is a Qualified Renter but not a Critical Workforce Qualified Renter.
- c. The City may, at its option, submit a list of, or refer Critical Workforce Qualified Renters known to the City to Developer or subsequent Owners, which shall in no event be considered a complete or exhaustive list of eligible Critical Workforce Qualified Renters.

3. **ADDITIONAL RESTRICTIONS AND CONDITIONS**

- 3.1. **SUBLEASE OF UNITS**. No Workforce Housing Unit Renter may sublease their Unit unless the City, at its sole discretion, has provided prior written approval. Subleasing the Unit, without the prior approval of the City, constitutes an Event of Default of the Unit Renter. If approval to sublease is granted in extenuating circumstances, it shall not total more than 12 months and the option shall not be exercised more than once by the same Renter.
- 3.2. **NO NIGHTLY OR SHORT-TERM LEASE**. In no circumstances are nightly or short term, less than thirty (30) day, rentals of Units allowed.

4. **DEED LANGUAGE** All deeds conveying the Workforce Housing Units shall include the following provision:

Subject to the restrictions and provisions of “Declaration and Agreement for Workforce Housing Deed Restrictions” recorded on [Date] as Entry Number [Number] in the Records of the Weber County Recorder.

5. **ENFORCEMENT OF DECLARATION**

- 5.1. **REMEDIES AND ENFORCEABILITY**. Developer and City acknowledge that the primary purpose for requiring compliance by Developer and subsequent Owners of Workforce Housing Units with the restrictions provided in this Declaration is to assure the purposes and goals of this Declaration and the Agreement are met. BY REASON THEREOF, DEVELOPER AND SUBSEQUENT OWNERS IN CONSIDERATION OF THE PAYMENT TO DEVELOPER BY THE CITY AND SUBSEQUENT OWNERS’

HAVING ACCESS TO INCOME TARGETED HOUSING HEREBY AGREE AND CONSENT THAT THE CITY SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO OBTAIN SPECIFIC PERFORMANCE BY DEVELOPER AND SUBSEQUENT OWNERS OF THEIR OBLIGATIONS UNDER THIS DECLARATION IN THE SECOND DISTRICT COURT FOR THE STATE OF UTAH. Developer and subsequent Owners hereby further specifically acknowledge that the City cannot be adequately compensated by monetary damages in the event of a violation of the restrictive covenants in or the terms of this Declaration.

6. **MISCELLANEOUS**

- 6.1. **TERM OF DECLARATION**. The term of this Declaration shall commence as of the date first set forth above and continue in full force and effect for a period not less than fifty (50) years from the Effective Date.
- 6.2. **NOTICES**. Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the others.

Any notice or demand to Developer shall be addressed to the following address:

[Developer]
[address]
[address]

Any notice or demand to the City shall be addressed to the City at the following address:

South Ogden City
Attn: City Manager
3950 Adams Ave., Suite 1
South Ogden City, UT 84403

Any notice or demand to a subsequent Project Property Owner shall be addressed to the subsequent Owner at the then current mailing, notice or delivery address on the records of the Weber County Assessor.

- 6.3. SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Declaration shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Declaration.
- 6.4. ATTORNEYS' FEES. If the City shall take or defend against any action for enforcement or any other relief arising out of this Declaration, and the City is the prevailing party in such action or defense the City shall be entitled to reimbursement for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the City in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment.
- 6.5. CHOICE OF LAW. This Declaration shall be governed and construed in accordance with the laws of the State of Utah.
- 6.6. SUCCESSORS. This Declaration shall run with the land and shall be binding upon all subsequent Owners of the Project Property as well as the heirs, successors, and assigns of subsequent Owners.
- 6.7. PARAGRAPH HEADINGS. Paragraph or section headings within this Declaration are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein.
- 6.8. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 6.9. RECORDATION. Upon execution and delivery of this Declaration by Developer to the City, the City shall cause this Declaration to be recorded and filed in the office of Weber County Recorder and shall pay any fees and charges incurred in connection therewith.
- 6.10. COVENANTS RUN WITH LAND. Developer intends, declares and covenants, on behalf of itself, all future owners of the Project Property, and all parties that obtain any interest in any Workforce Housing Unit that this Declaration and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Units, shall be covenants running with the land and improvements constituting the Units, for the benefit of the City, shall encumber the Units, and shall be binding upon Developer, all subsequent Project Property Owners, and any other party with an interest in any Unit.

- 6.11. INTEGRATION. This Declaration, along with the Agreement, constitutes the entire Declaration between the Parties with respect to the matters set forth herein.
- 6.12. COUNTERPARTS. This Declaration may be executed in original counterparts when taken together shall constitute a complete, valid and binding agreement.
7. **OBTAINING A COPY OF AGREEMENT**. Any subsequent Owner may obtain a copy of the Agreement by contacting South Ogden City and requesting a copy.

OWNER

[developer]

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF UTAH)
 :§
COUNTY OF _____)

On this ____ day of _____, in the year of 20__, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say he/she is the _____ of [developer] and that said document was signed by him/her in behalf of [developer] by authority of the general partner of [developer] and said _____ acknowledged to me that [developer] executed the same.

Witness my hand and official seal.

NOTARY PUBLIC

CITY

South Ogden City

[name], [title]

ATTEST:

[name], [title]

APPROVED AS TO FORM:

[name], City Attorney

EXHIBIT 1

LEGAL DESCRIPTION OF WORKFORCE HOUSING UNIT

STAFF REPORT



SUBJECT: Amendments to Purchasing Policy

AUTHOR: Leesa Kapetanov

DEPARTMENT: Administration

DATE: May 19, 2026

RECOMMENDATION

This is a discussion item. There is no recommendation at this time.

BACKGROUND

It has been a year since we amended the Purchasing Policy, including setting down rules for review and approval of contracts and purchase agreements.

Now that we have been doing this for a year, we have found some clarifications that need to be added to tighten the policies. They can be found in section 11 of the Purchasing Policy.

Also, during the past year, staff has begun using an online method of entering invoices to have them approved for payment. This method has eliminated the need for debit memos, so any reference to debit memos has been removed.

ANALYSIS

Some of the amendments need input from the Council as to what level of financial obligation they are comfortable with to allow staff to approve and sign contracts. For example, if the purchase of goods or services are included in the budget, does the council want to see and approve the contract, no matter the cost? Or does the council want to see and approve all contracts above a certain amount? If the mayor must sign off on any purchase above \$25,000, is the Council okay with him signing the contract for the purchase? If the City Manager must sign off on any purchase between \$5,000 and \$24,999, is the council okay with the City Manager signing the contract for the purchase without them approving it?

Staff would like your feedback.

SIGNIFICANT IMPACTS

None at this time

ATTACHMENTS

Proposed amendments to the Purchasing Policy



PURCHASING POLICIES AND PROCEDURES

Last amended on 03/18/2025

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1. POLICY STATEMENT

The purpose of this policy is to provide for the fair and equitable treatment of all persons involved in public purchasing, to maximize the purchasing value of public funds in procurement, to provide safeguards for maintaining a procurement system of quality and integrity and outline purchasing procedures.

2. PURCHASING RESPONSIBILITY

The South Ogden City Council has declared that the South Ogden City Finance Director is responsible to keep record of all [invoices](#) ~~debit memos~~ and oversee the operations of the purchasing function of the City in such a manner as to effectively execute procurement and property acquisition and disposition policies as may be established by the City Council by policy declaration or the City Manager by way of administrative directive. As these changes are promulgated they shall be incorporated into this policy.

The Finance Director may delegate purchasing responsibility, when determined appropriate by the City Manager, to any Department Head of the City. If it is determined there exists discrepancies between these policies and any procurement laws, rules and regulations of Utah, those laws, rules and regulations shall supersede these policies and the discrepancies shall be immediately brought to the attention of the Finance Director. Interpretation of any and all policies and procedures contained shall be the responsibility of the City Manager.

If you have any questions regarding Purchasing Policy and Procedures, you may contact the Finance Director.

3. DEFINITIONS

BILATERAL CONTRACT is a legal document signed by both parties and is required whenever intergovernmental, interagency and service provider agreements require ongoing participation by the City involving funding, performance, continued services, or assumption of liability or risk in any form.

~~DEBIT MEMO is a document that commits the City to pay for goods or services obtained on credit, which have been received by authorized agents of the City.~~

EMERGENCY CONDITION shall be a situation that creates a threat to public health, welfare, or safety such as may arise by flood, epidemics, riots, equipment failures, earthquakes, or such other exigent circumstance as declared an emergency by the City Manager, Mayor, or City Council.

PURCHASE AGREEMENT is a document that outlines the terms and conditions related to a

one-time transaction for goods or services. It includes essential information such as the parties' names, the description of the goods being sold, their quantity, price, payment terms, and delivery conditions. It also details warranties, return policies, and dispute resolution procedures. The main purpose of a Purchase Agreement is to ensure that both parties are clear on the terms and conditions of the sale, thus minimizing potential conflicts or misunderstandings.

4. PERSONAL LIABILITY OF OFFICERS

All purchases or all encumbrances on behalf of the City shall be made or incurred only upon any order or approval of the persons duly authorized to act on behalf of the City in such capacity. The liability for purchases or encumbrances made contrary to this ordinance, or without authorization as provided herein shall become the personal liability of the officer or employee who contracted for such purchase or caused such encumbrance.

5. PURCHASING AUTHORITY

Sufficient effort should be made to ensure all purchases, regardless of cost, represent the best value before any purchase is initiated. Purchasing Authority includes authority to execute properly approved (as defined in 11.1) Purchase Agreements.

- A. Budget Purchase Authority: For purchases of supplies, equipment, professional services, consultants, and construction projects specifically included and detailed within the city's lawfully adopted budget, purchasing authority is as follows:
 - 1) Department Heads: A department head may authorize purchases of up to \$4,999.99.
 - 2) City Manager: The city manager may authorize purchases up to \$24,999.99.
 - 3) Unless directed differently by the majority of the city council in a public meeting, the ~~signature~~approval of the Mayor (or Mayor Pro Tem) is required on all purchases of \$25,000.00 or more.

- B. ~~Non-Budgeted Purchases: Except for incidental purchases consistent with regular operations and those limited unique circumstances outlined within this Policy, no purchase shall be made for supplies, equipment, professional services, consultants, and construction projects not specifically included and detailed within the city's lawfully adopted budget.~~Purchases exceeding \$4,999.99 that were not previously foreseen or included in the lawfully adopted budget must be approved by the City Finance Director to confirm availability of funds, then proceed through the regular purchasing approval process, including review and approval of any Purchase Agreements or Contracts.

6. ~~DEBIT MEMOS~~ PURCHASE AGREEMENTS AND INVOICES

- ~~A. A debit memo shall be used whenever goods and services are purchased. The debit memo shall specify the nature of the goods or services to be acquired, the purchase price or estimate thereof, freight charges, the vendor from whom acquired, the department and division for whom the acquisition is being made, the budgetary department and general ledger number where the funding for the proposed purchase has been appropriated, and such other provisions or information as may be appropriate or required. Whenever goods or services are purchased, a purchase agreement or invoice must be approved by the appropriate department and administrative officers in the online accounts payable system.~~
- B. It is the policy of the City that payment for goods or services shall not be made until the goods or services have been delivered. Exceptions to this policy will be where the payment schedule in a duly authorized contract specifies otherwise or where specifically authorized by the City Manager, Finance Director, or Department Head.
- C. Those approving Invoices shall review the payment documentation for completeness and accuracy
- ~~C. The debit memo will be signed by the requestor and by an individual with the appropriate Purchasing Authority. In addition, Debit Memos that exceed \$2,000 will also require approval from the Finance Director.~~
- D. Notwithstanding the above conditions, ~~a debit memo shall not be required for the purchase and~~ payment of routine, consistent expenses, such as, but not limited to: payroll taxes and related payroll expenses, utility bills, or similar expenses. do not need to be approved through the online accounts payable a system. In addition, these payments may also be made through ACH, credit card, bank transfer, or electronic payment and then reconciled by the end of the next billing cycle
- ~~E. The completed debit memo will then be given to the Accounts Payable clerk for processing and payment.~~

7. CREDIT CARD PURCHASES

South Ogden City employees may make certain purchases by a credit card if proper authorization has been granted/obtained. Purchases made with a credit card are to be reported on the ~~appropriate City Charge Request Form~~ online accounts payable system, along with supporting documentation, to be approved and reconciled with monthly credit card statements. ~~Upon proper completion and signed by the Department Head, the form along with the necessary supporting documentation, is to be returned to the Finance Director~~

8. GIFT CARD PURCHASES AND USAGE

South Ogden City Department Heads may use gift cards for various purposes such as employee awards, incentives, and recognitions. The usage of gift cards greater than a de minimis amount (de minimis in this case is a card less than or equal to ~~\$25~~ \$30) will follow these procedures:

- A. The Assistant City Manager (ACM) or designee shall purchase and maintain all gift cards. When needed, a department head will request and receive a gift card voucher(s) from the ACM.
- B. The ACM will manage the gift cards disbursed and documentation to be in accordance with IRS tax guidelines.

Finance will reconcile with the ACM annually to ensure all gift cards are accounted for.

9. COMPETITIVE PURCHASING

All purchases and contracts, whether by sealed bid, quotation, or negotiation, shall be made competitively ~~to the maximum practical extent~~ when possible. The following policies shall apply based on expected total dollar values.

9.01 INFORMAL PURCHASE REQUIREMENTS BASED ON VALUE

A. Purchases of goods or services less than that of the State Bid Limits for the current year, listed in Appendix A, but in excess of \$5,000 and not already on a state or acceptable procurement contract, are not subject to the formal bidding procedures but shall be made in the open market by obtaining at least two(2), but preferably three (3) written bids. The bids shall be available ~~that shall accompany the Debit Memo~~ upon request of the Finance Director, to verify the process was performed to ensure fairness and equal opportunity.

1) Whenever payment is made for acquisition of an item that costs \$5,000 or more, the Finance Director, or his designee, shall forthwith enter a record of the acquisition in the fixed assets inventory records of the City.

B. Purchases of goods or services ~~Less Than~~ \$5,000 are not subject to formal bidding but should be made in a manner that maximizes the purchasing value. Upon request, the purchaser may be required to provide written quotes ~~with the debit memo~~ verifying the process was performed to ensure fairness and equal opportunity.

C. For exceptions to these requirements, please see 9.03

9.02 FORMAL BIDDING PROCEDURES

Purchases and contracts of any kind, involving amounts over that of City Bid Limit for the current year of the Bid Limit Table* for ~~personal~~ services, or for the purchase, lease, rental, or sale of personal property, materials, equipment, or supplies, shall be made under the following procedures:

A. Amounts in Excess of the State Bid Limits for Current Year listed on the Bid Limit Tables:

- 1) Except as otherwise provided within this policy, all ~~debit memos~~ [purchase agreements, invoices](#) and other contracts of every kind, involving amounts over the State Bid Limits listed in Appendix A, for the purchase, lease, rental, or sale of personal property, materials equipment, or supplies, shall be made under the formal bidding procedures in this section.
- 2) No purchase shall be split into parts so as to produce amounts artificially lower than the total purchase price.

B. Advertisement For Bids

The Department Head shall provide the City Recorder with an appropriate invitation for bid or description of the item to be advertised so the City Recorder may formulate a bid notice. The City Recorder shall then, with the concurrence of the City Manager or Designee, publish the notice according to UCA 63G-6a-112 or its successors.

[Note: No matter if the cost of procurement is not over the City Bid Limit for the current year, if the cost of the procurement exceeds \\$50,000, a notice according to UCA 63G-6a-112 or its successors, must be published. Exception: Procurement of public utility services pursuant to a sole source contract \(UCA 63G-6a-802\(3\)\(a\)\).](#)

C. Invitation for Bids

A notice of invitation for bids described in 9.02.B above shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchase description, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, and all contractual terms and conditions applicable to the procurement. The invitation for bid shall also include:

- 1) A description of the material, supplies, services, personal property or construction in sufficient detail that prospective bidders should know what their obligations will be;
- 2) The time and place for the opening of the bids;
- 3) Where applicable, notification of the City's requirements for a bidder's good faith deposit, bid bond, or performance bond, as well as proof of liability insurance and Worker's Compensation Insurance;
- 4) An announcement that all bids, or any part thereof, may be rejected by the City;
- 5) The description required in letter 9.02.C.(1), above, may be made either in the advertisement itself or by reference to detailed plans and specifications on file with the City Recorder or Engineer.
- 6) Any other information upon which the bidder must rely in order to be a responsible bidder.

D. Bid Opening

Bids shall be opened publicly in the presence of one or more witnesses, including whenever practicable an official City Designee, and the appropriate Department Head or his/her designee at the time and place designated in the invitation for bids.

The amount of each bid and any other relevant information specified in the bid notice, together with the name of each bidder, shall be recorded by the City Recorder. The record and each bid shall be open to public inspection.

Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy.

E. Bid Evaluation

Bids shall be evaluated based on the requirements in the invitation for bids. The criteria that will affect the bid price and will be considered in the evaluation for award shall be objectively measurable. The criteria may include discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted in accordance with rules and regulations set out in the bid notice.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. Except as otherwise provided by this policy or rules and regulations set out in the bid notice, all decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the City Manager, depending on the value of the bid received, and in accordance with required purchase order authorizations.

F. Bid Award

The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and qualified bidder whose bid meets the requirements and criteria in the invitation for bids. In the event all bids for a construction project exceed available funds as certified by the City Finance Director or City Manager and the low responsive and qualified bid does not exceed such funds by more than 5%, the City Manager is authorized, in situations where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsive and qualified bidder, in order to bring the bid within the amount of available funds.

When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission

of un-priced offers to be followed by an invitation for bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

G. Rejection and Cancellation of Bids

An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected, in whole or in part, as specified in the solicitation, when it is in the best interests of the City under rules and regulations as set out in the bid notice or invitation. The reasons for such rejections shall be made part of the contract or bid file.

Bids may be rejected when the City Manager and such technical department personnel as the City Manager may deem appropriate, determines that a vendor's bid, based on that vendor's previous unacceptable work for the City, should be rejected or that bid prices, after advertising once for all competitive bids, are not reasonable (either as to all or as to some part of the requirement), exceed the estimated construction cost of a public improvement project by an amount that is unacceptable, or have not been independently arrived at in open competition, provided that no negotiated purchase or contract may be entered into under this paragraph after the rejection of all of the bids received unless the stipulations below are met:

- 1) Notification To Negotiate: Notification of the intention to negotiate and reasonable opportunity to negotiate shall have been given to each qualified bidder whose bid conformed to the invitation for bids; and,
- 2) Negotiated Price: The negotiated price is the lowest negotiated price offered by a reasonable supplier; and provided further, that the City Manager may, at his/her discretion, elect to re-advertise for bids.

H. Late Bids

No bids shall be received or accepted subsequent to the time in the announcement. Any bids delivered by mail, or any other means, subsequent to the appointed time shall not be opened.

I. Extension of Bids

The City Manager or Designee, on advice from the Department Head, may extend the time for opening of bids, if in his/ her opinion it is in the public interest to do so. Notice of the extension shall be given to all prospective bidders by the City in such manner as is most practical under the circumstances. Such extension shall not exceed ten working days. No extension may be granted for the purpose of qualifying a bid that was delivered after the time advertised for the original opening.

J. Exceptions

[For exceptions to these requirements, please see 9.03](#)

9.03 EXCEPTION TO INFORMAL AND FORMAL BID REQUIREMENTS

Unless otherwise required by State or Federal law, the Finance Director or Department Head may award a contract for a procurement item without going through the formal bid process if they determine in writing that the procurement falls under any of the following situations (UCA 63G-6a-802(1):

A. State Procurement Contracts: Purchases may be made from vendors under a State of Utah procurement contract as described in UCA 63G-6a-2105 and when the price is the price (or a lower price) established by the contract awarded by the State after competitive bidding. Purchases can also be made from vendors who, within the past sixty (60) days, have been under State of Utah procurement contract, and when the price offered is the price established by the former contract awarded by the State after competitive bidding under the Utah Code Annotated 63G-6a, or less.

B. Professional Services Contract: Contracts for professional service may be awarded at the discretion of the City Manager provided that the contract is in furtherance of matters approved in the budget or as otherwise authorized by the governing body. Professional services shall include, but not be limited to, the following: auditing, architecture, banking, insurance, engineering, appraisals, legal services, and other consulting services. Professional service contracts shall be awarded based on professional qualifications, service ability, cost of service, and other criteria deemed important by the City Manager or his or her designee. All contracts with design professionals as defined under UCA 13-8-7(a)(i), such as architects, engineers, surveyors, and landscape architects, must adhere to the requirements of UCA 13-8-7 (indemnification provisions are not allowed.)

C. Contracts Not Suited To Competitive Bidding: Contracts which by their nature are not suited to award by competitive bidding shall not be subject to the formal bidding requirements of Section 9.02 of this policy. These types of contracts include:

- 1) Contracts for items that may only be purchased from a single or sole source.
- 2) Contracts for equipment which, by reason of the training of City personnel or the inventory of replacement parts maintained by the City, is more compatible with the existing equipment owned by the City.
- 3) Purchases or contracts for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a particular person or firm.
- ~~4)~~ Purchases or contracts for supplies, materials or inventory to be used for resale at any City-owned and/or operated concession or recreation facility.

~~A~~.D. Annual Audit Services: Professional service contracts for the annual fiscal year financial audit shall only be awarded by the City Council. The contract may be awarded for consecutive years; however, the performance of the auditing firm shall be reviewed by staff at the end of one (1) year, and staff shall at that time determine whether to continue the contract for an additional four (4) years. After five (5) years, the contract may be extended for an additional three (3) years maximum or put back out to bid. The contract, after eight (8) years, shall be put out to bid through the formal bidding process. The existing audit firm shall be able to submit a bid.

~~B~~.E. Utilities Purchase: Utility services such as water, electric power, natural gas, and telephone, except when alternative supplies or services are available.

~~C~~.F. Fuel Purchase: The City Council recognizes and finds that wholesale vendors of gasoline and diesel fuel are generally unable to quote prices on fuel that are valid for more than one day. As a result of this finding, and in order to obtain needed supplies at the most competitive daily price, price quotes may be obtained by telephone, and an order may be placed providing the purchase procedure set out in Section 5, "Purchasing Authority" above, has been followed.

~~D~~.G. Court Fees: Witness and jury fees and other payments as may be ordered by a court.

~~E~~.H. Medicines or Medical Supplies: Medicines or medical supplies which are not generic in nature, and which would not be available from other sources through competitive bid or negotiation.

~~F~~.I. Emergency: When the public exigency will not tolerate the delay incident to the advertising for, or solicitation of bids.

- 1) Purchases under this paragraph shall be based on a need that is compelling and of unusual urgency, such as when the City would be seriously injured financially or otherwise if the personal property or services were not furnished by a certain time, and when they could not be procured by that time by means of advertising, bidding and or solicitations of quotations as previously provided.
- 2) Emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency. Whenever practical, approval by the City Manager or his/her Designee shall be obtained.
- 3) The department for whom the emergency purchases are made shall, as soon as practical, inform the City Manager of the following information:

- a. The conditions that created the emergency and a description of the threat to the health, welfare or safety of the public pursuant to finding that an emergency exists;
 - b. The basis for the selection of the particular contractor or supplier and a description of what efforts were utilized to identify and contact alternative suppliers or contractors;
 - c. The contractor's or supplier's name and any agreement entered into with the contractor or supplier and the cost of services or supplies provided.
- 4) The City Manager shall review the report submitted and, if appropriate, shall declare the condition an emergency and shall approve the report and requisitions and authorize the payment of the emergency purchases.
- a. The City Manager is empowered to declare a state of emergency, for purposes of this policy, when, in her/his opinion, such condition(s), as set out in section G, 1, above exist(s), and when the amount to be expended to meet such emergency does not exceed \$30,000.
 - b. Where the City Manager finds and declares an emergency, under section 4)a above, the City Manager, in conjunction with the department for whom the emergency purchases are made, shall, as soon as practical, include in a city council meeting packet a written report which shall contain the following information:
 - i. The conditions which created the emergency and a description of the threat to the health, welfare or safety of the public pursuant to finding that an emergency exists;
 - ii. The basis for the selection of the particular contractor or supplier and a description of what efforts were utilized to identify and contact alternative suppliers or contractors;
 - iii. The contractor's or supplier's name and any agreement entered into with the contractor or supplier and the cost of services or supplies provided.
 - iv. The City Council shall review the report submitted, and if appropriate, shall ratify the City Manager's declaration of the condition an emergency, as well as ratify any agreements entered into due to the emergency.

~~G.A. State Procurement Contracts: Purchases may be made from vendors under a State of Utah procurement contract as described in UCA 63G-6a-2105 and when the price is the price (or a lower price) established by the contract awarded by the State after competitive bidding. Purchases can also be made from vendors who, within the past sixty (60) days, have been under State of Utah procurement contract, and when the~~

~~price offered is the price established by the former contract awarded by the State after competitive bidding under the Utah Code Annotated 63G-6a, or less.~~

H.J. Government Goods and Services: Purchases may be made for goods and services made available by any federal, state or local unit of government, or association of government, when those goods or services were acquired in compliance with the provisions of this ordinance or UCA 63G-6a

~~**I.A. Contracts Not Suited To Competitive Bidding:** Contracts which by their nature are not suited to award by competitive bidding shall not be subject to the formal bidding requirements of Section 9.02 of this policy. These types of contracts include:~~

- ~~2)1) Contracts for items that may only be purchased from a single or sole source.~~
- ~~3)1) Contracts for equipment which, by reason of the training of City personnel or the inventory of replacement parts maintained by the City, is more compatible with the existing equipment owned by the City.~~
- ~~4)1) Purchases or contracts for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a particular person or firm.~~
- ~~5) Purchases or contracts for supplies, materials or inventory to be used for resale at any City owned and/or operated concession or recreation facility.~~

Notwithstanding the exceptions to the formal bidding requirements listed above, a notice of the procurement must be published in accordance with section 9.02-C if the cost of the procurement exceeds \$50,000. Exception: Procurement of public utility services pursuant to a sole source contract (UCA 63G-6a-802(3)(a)).

10. BOND REQUIREMENTS

Bidders may be required to supply deposits of good faith, or bonds with sufficient sureties, in such amounts as deemed adequate and approved by the City Manager as set out in the bid notice, not only to insure performance of the contract or purchase order in the time and manner prescribed, but also to save, indemnify, and hold the City harmless against losses, damages, claims, liabilities, judgments, costs, and expenses which may accrue in consequence of granting the contract or purchase orders.

Before any contract for the construction, alteration or repair of any public building, public work, or public improvement of South Ogden City is awarded to any person, that person shall furnish to South Ogden such bonds as are required by the Utah Code Annotated, 63G-6a-1103.

11. PURCHASE AGREEMENT AND CONTRACT APPROVAL

A. Any Purchase Agreements ~~s~~ for one-time goods or services amounting to \$5,000.00 or more that are included in the budget, must ~~should~~ be reviewed and approved by the Finance Director. Any Contract for one-time goods or services amounting to \$5,000.00 or more that are included in the budget, must be approved by the Finance Director and City Attorney prior to execution by the individual with Purchasing Authority, unless any of the following apply:-

- 1) Any Purchase Agreement or Contract ~~contract or bid award~~ that requires participation by the City involving ongoing funding equaling more than \$5,000 per year, OR, performance requirements, ongoing payments for services/support by the City for more than three(3) years, OR ~~or~~ assumption of any liability or risk in any form by the City (other than financial), must be reviewed and approved by the City Manager and the City Attorney and must then be approved by the City Council. Any Purchase Agreement or Contract approved by the City Council must be signed by the City Manager and countersigned by the City Recorder. The contract must be Bilateral (see Section 3 of this document). All other contracts should be signed by the person designated in the resolution.

B. All other Purchase Agreements or Contracts may be signed by the person with purchasing authority based on the amount of the Purchase Agreement or Contract. All contracts must be countersigned by the City Recorder as per UCA 10-6-138. All contracts must be Bilateral (see Section 3 of this document).

B.C. All Contracts must be submitted to the City Recorder with a Contract Cover Sheet to ensure that the proper approval process was followed. The City Recorder shall maintain a properly indexed record of all such contracts as per UCA 10-6-138.

C.D. In addition to the instances provided in the definition, a Bilateral Contract is also required whenever:

- 1) Personal property is acquired by means of lease, rental, or installment purchase;
- 2) Real estate or any interest therein is to be acquired except:
 - a. When acquired pursuant to the power of eminent domain and entry of a decree by a court;
 - b. When acquired as a result of the filings and recording of a map or plat as required by § 57-3-102 Utah Code Annotated;
 - c. Real estate is donated or dedicated to the City

12. DISPOSAL OF SURPLUS PROPERTY

Surplus Property is defined as City property that is so used, obsolete, depreciated, in excess or is no longer necessary to current and projected needs, as to be unfit or undesirable for use or retention by the City.

Items of surplus City property should be disposed of in a method likely to produce the highest and best return.

A. Determining Value for Disposition

Prior to a surplus item of city property being dispositioned, the market value of the item should be determined by using one or more of the following methods:

- 1) Evaluation by a qualified and disinterested appraiser,
- 2) Other professional publications and valuation services, or
- 3) In the case of items of property possessing readily discernible market value, an informal market survey by the Department Head requesting disposition.

B. Surplus Significant Real City Property

The sale, lease, conveyance, trade, or other disposition of surplus real property, deemed "Significant" by the policy, shall be conducted by the City Manager, or under their express written authority, as directed by the City Council.

- 1) A parcel is deemed to be "Significant" if:
 - a. Conveyance of the property would result in a need to amend the City budget;
 - b. Conveyance of the property would result in a request for a change of zoning of that property;
- 2) The property is specifically referenced in a master plan or where the proposed use of the land following its conveyance would conflict with the master plan for the area.
 - a. Reasonable notice of the proposed conveyance of a significant parcel of City owned real property shall be interpreted to mean:
 - i. The notice required by UCA 10-8-2(4)(a) or its successors.
 - ii. No significant parcel of City owned real property may be conveyed until after a public hearing has been held before the South Ogden City Planning Commission.

Comments and recommendations from the Planning Commission, following the required public hearing, shall be delivered to the City Council, via the City Planner, and shall be considered by the City Council before deciding on the proposed conveyance.

C. Surplus Property (Other Than Significant Real Property)

Department Heads shall periodically identify potential surplus property (other than Significant Real Property) within the possession of their department and follow the procedures below for the disposition of surplus property.

- 1) Disposition of Surplus City Property-Value \$0 to \$199 as determined by 12.A.
 - a. City property determined to be surplus with a value of under \$200 and which has little or no benefit to the city, may be thrown away or donated to charity, Goodwill, or similar organizations, with written approval of the Department Head.

- 2) Disposition of Surplus City Property-Value \$200 to \$1,999 as determined by 12.A.
 - a. City property determined to be surplus with a value between \$200 and \$1,999 shall not be sold, traded, leased or otherwise conveyed or encumbered until the disposition has been approved by a Department Head.
 - b. The surplus item should be documented as outlined in 12.4.
 - c. The Property may be disposed of through the use of a public auction (including electronic auctions), or other widely used public marketplaces, e.g., KSL Classified, newspaper advertisements, etc., unless the City Manager waives the requirement.

- 3) Disposition of Surplus City Property-Value \$2000 to \$4,999 as determined by 12.A.
 - a. City property determined to be surplus with a value between \$2000 and \$4,999 shall not be sold, traded, leased or otherwise conveyed or encumbered until the disposition has been approved by the City Manager.
 - b. The surplus item should be documented as outlined in 12.4.
 - c. The Property may be disposed of through the use of a public auction (including electronic auctions), or other widely used public marketplaces, e.g., KSL Classified, newspaper advertisements, etc., unless the City Council waives the requirement.

- 4) Disposition of Surplus City Property- Capital Assets
 - a. Property of the city with a value of \$5,000 or more (as determined by 12.A) are capital assets and shall not be sold, traded, leased or otherwise conveyed or encumbered until the disposition has been approved by the City Council.
 - b. The surplus items should be documented as outlined in 12.4 and forwarded to the City Council for consideration.

- c. The Property may be disposed of through the use of a public auction (including electronic auctions).

5) Documenting Disposition of Surplus Items

Surplus items being dispositioned should be documented on the Surplus City Property Form. The following information shall be provided:

- a. The name of the person, department or entity requesting such action,
- b. The description of the surplus property,
- c. Value of the property,
- d. The basis upon which the value of the property was determined,
- e. Reason for disposition,
- f. Whether the property is to be sold, traded, leased, or encumbered, and if any requirements have been waived by the City Manager.

6) Exceptions to Disposition Process

The City Manager or City Council may waive the requirement above if in their opinion:

- a. The value of the surplus property is considered negligible in relation to the time, labor and expense of competitive bidding or bidding procedures are deemed unlikely to produce a competitive offer; or
- b. The surplus property is donated to units of government or other public or charitable organizations pursuant to existing state law.

7) Employees and Surplus Property

Employees, or friends and family members of South Ogden City officials or employees may not take receipt of surplus property of any value without:

- a. Participation in a competitive bid process, or
- b. Express written consent from the City Manager.

8) Validity of Actions

No provision of this part shall be construed to require or to invalidate any conveyance or encumbrance by the City or to vest rights or action of any kind against the City, its officers, agents or employees.

9) Disposition Proceeds

All proceeds or revenue from the sale of any City property shall be deposited in a surplus property account within the general fund. However, if the property was purchased with moneys from an enterprise fund, or from properties attributable by the City Manager to use by an existing enterprise fund, then the proceeds or revenue shall be deposited in a surplus property account within that fund.

10) Disposition of Items in Police Custody

Items in police possession, which have been abandoned or seized, will be dispositioned in accordance with state statute and the Public Safety Department's policy.

13. POLICY VIOLATIONS

- A.** It shall be unlawful for any officer, agent, or employee of the City to purchase from, sell to, or contract for services on behalf of the City from their own company, themselves, or any of their family members where such a situation could cause a conflict of interest or perceived conflict of interest.
- B.** It shall be unlawful for any officer, agent, or employee of the city, or any outside party or entity dealing or seeking to deal with the city to engage in any of the following practices:
 - 1)** Collusion or other agreement among bidders or prospective bidders, in restraint of freedom or competition, to fix or in any way rig prices or bids. In addition, any bid tainted with such collusion shall be voidable at the option of the city.
 - 2)** Disclosure in advance of the opening of bids of the amount or content of one bid to another bidder or potential bidder. If such disclosure is deemed sufficiently material by the city manager, it shall void the bidding process and require a new advertisement or request for bids.
- C.** It shall be unlawful for an officer, agent, or employee of the city to purchase supplies or equipment for personal use, whether part of a city purchase or contract, or separate, and whether paid for with city funds or personal funds of the purchaser. Sole exception shall be where the item or items purchased are required parts of a worker's equipment or uniform and necessary to the successful performance of their duties as a city officer or employee, although personally owned by them.
- D.** No contract or purchase shall be subdivided to avoid the requirements of this policy.
- E.** Knowingly and willingly violating these procurement policies is a Class B Misdemeanor. Any employee, elected official, officer or agent of the city found in violation of this policy may, where applicable, be subject to disciplinary actions up to and including termination in addition to any criminal charges that may apply.

Appendix A

BUILDING IMPROVEMENT*

YEAR	STATE BID LIMIT***	CPI
2003	\$40,000.00	2.3
2004	\$40,920.00	2.7
2005	\$42,024.84	3.0
2006	\$43,285.59	3.0
2007	\$44,584.15	2.8
2008	\$45,832.51	3.0
2009	\$47,207.48	-0.4
2010	\$47,018.65	1.6
2011	\$47,770.95	3.0
2012	\$49,204.08	2.1
2013	\$50,237.37	1.5
2014	\$50,990.93	1.6
2015	\$51,806.78	0.1
2016	\$51,858.59	1.3
2017	\$52,532.75	2.1
2018	\$53,635.94	2.4
2019	\$54,923.20	1.8
2020	\$55,911.82	1.4
2021	\$56,694.58	3.0
2022	\$58,395.42	3.0
2023	\$60,147.28	3.0
2024	\$61,951.70	2.9
2025	\$63,748.30	2.7
2026	\$65,469.50	
2027		
2028		
2029		
2030		

PUBLIC WORKS PROJECTS**

YEAR	STATE BID LIMIT***	CPI
2003	\$125,000.00	2.3
2004	\$127,875.00	2.7
2005	\$131,327.63	3.0
2006	\$135,267.45	3.0
2007	\$139,325.48	2.8
2008	\$143,226.59	3.0
2009	\$147,523.39	-0.4
2010	\$146,933.29	1.6
2011	\$149,284.23	3.0
2012	\$153,762.75	2.1
2013	\$156,991.77	1.5
2014	\$159,346.65	1.6
2015	\$161,896.20	0.1
2016	\$162,058.09	1.3
2017	\$164,164.85	2.1
2018	\$167,612.31	2.4
2019	\$171,635.00	1.8
2020	\$174,724.43	1.4
2021	\$177,170.58	3.0
2022	\$182,485.69	3.0
2023	\$187,960.26	3.0
2024	\$193,599.07	2.9
2025	\$199,213.44	2.7
2026	\$204,592.21	
2027		
2028		
2029		
2030		

* Building Improvement means the construction or repair of a public building or structure (UCA 11-39-101(2))

** Public works project means the construction of a park or recreational facility, or a pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control (UCA 11-39-101(11)). The South Ogden City Council decided these bid limits should also be used for Class C Roads (03/18/2025).

*** The state bid limit is based on UCA 11-39-101(1)

SOUTH OGDEN
OPEN AND PUBLIC MEETINGS ACT TRAINING
Title 52, Chapter 4

1. Statutory Obligation to have yearly training on the requirements of the Open and Public Meetings Act - **§52-4-104**
2. **BASIC PRINCIPLE** – All meetings of a public body must be open to the public, unless an exception is available under the Act allowing the meeting to be closed - **§52-4-201(1)**.
3. **QUORUM** – means simple majority of the membership of a public body - **§52-4-103(11)**
 - (a) Quorum does not include a meeting of two elected officials by themselves when no action, either formal or informal, is taken.
4. **A PUBLIC MEETING REQUIRES:**
 - (a) **PUBLIC NOTICE - §52-4-202**
 - (1) 24 hours' notice: agenda, date, time and place (Exception: emergencies)
 - (2) Agenda: "reasonably specificity of topics"
 - (3) Topic raised by the public – discretion of the chair for discussion but can't take action
 - (4) Notice: Utah Public Notice website and public postings
 - (5) Annual notice of scheduled meetings
 - (b) **ORDERLY CONDUCT – Disruption of meeting - §52-4-301**
 - (1) Act not prohibit the removal of any person from the meeting if the person willfully disrupts the meeting to the extent that "orderly conduct is seriously compromised"
5. **ELECTRONIC MEETINGS ALLOWED - §52-4-207**
 - (a) Prior formal authorization of the city is required
 - (b) Public notice is required
 - (c) Anchor location
 - (d) Facilities available so all can attend, monitor, participate – give info on how
6. **MINUTES AND RECORDING REQUIRED OF ALL MEETINGS - §52-4-203(1)**
 - (a) **WRITTEN MINUTES INCLUDE (§52-4-203(2)):**
 - (1) Date, time, and place
 - (2) Names of mayor and city council members present and absent
 - (3) The "substance" of all matters proposed, discussed, or decided
 - (4) Record (by person) of votes – Roll call vote for ordinances, resolutions, and matters where liability is incurred or financial issues

- (5) Name of each person providing comments and the substance of comments received
- (6) Any other information from meeting that a mayor or city council member requests be included
- (7) Pending minutes – provided within a reasonable time
- (8) Approved minutes – provided 3 business days after approval – is official record
- (9) PERMANENTLY RETAINED

(b) RECORDING INCLUDES (§52-4-203(3)):

- (1) “COMPLETE UNEDITED RECORD” of all open portions – from beginning to end
- (2) Properly labeled: date, time, and place
- (3) Available for public to listen within 3 business days of meeting
- (4) RETAIN 3 YEARS AFTER APPROVAL OF WRITTEN MINUTES

7. CLOSED MEETINGS: PURPOSES AND RECORD

(a) CLOSED MEETING - §52-4-204

- (1) Have to have a quorum plus 2/3 vote
- (2) Must meet subject matter requirements - **§52-4-205**
- (3) Publicly noticed on the agenda regarding reason for closed meeting
- (4) Publicly announced and on record: the reason for the closed meeting, location, and each member’s vote for or against the closed meeting
- (5) At the end of the closed meeting, have to make a motion to leave the closed meeting and go back into open meeting
- (6) Do not discuss with those not in attendance at the closed meeting
- (7) Only may be disclosed under court order – minutes, recording

(b) CLOSED MEETING PURPOSE - §52-4-205

- (1) Discuss individual’s character, professional competence, or physical or mental health
- (2) Strategy session – litigation
- (3) Strategy session – real property (value, best possible terms); sale of property – prior notice, terms disclosed before final/closing
- (4) Deployment security measures
- (5) Investigative proceedings – criminal misconduct
- (6) Deliberations; procurement evaluation committee; protest; appeals
- (7) Procurement: trade secrets, misc.
- (8) Loan documents/information – if would damage city’s position

(c) PROHIBITIONS - §52-4-205(3)

- (1) Interview – person applying for an elected position; discuss filling interim or temporary vacancy
- (2) Discuss the character, professional competence, or physical or mental health of the person whose name was submitted for consideration to fill a midterm vacancy or temporary absence

(d) CLOSED MEETING RECORD - §52-4-206

- (1) Recording required: beginning to end; date, time, place; names present and absent and names of others who attend
- (2) Minutes may be kept; if minutes are kept then:
 - (a) minutes include date, time, and place of meeting;
 - (b) names of members present and absent; and
 - (c) names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of closing the meeting
- (3) Permanently retained recording and any minutes of the meeting
- (4) Recording is separate from the open meeting part
- (5) EXCEPTIONS: Recording and minutes not required regarding: individual's character, professional competence, or physical or mental health; security measures. Presiding officer shall sign affidavit that meeting was closed for these reasons.

8. EMERGENCY MEETING - §52-4-202(5)

- (a) "Emergency" is not defined
- (b) Attempt to notify all members
- (c) Best notice practicable – of time and place of meeting and topics
- (d) Majority of members approve of the meeting

9. OTHER ISSUES

(a) CHANCE MEETING – SOCIAL GATHERING - §52-4-208

- (1) Act does not apply
- (2) Don't conduct or discuss any city business – don't use social gathering to circumvent Open and Public Meetings Act

(b) ELECTRONIC MESSAGING - §52-4-210

- (1) Text messages? Email? – Don't have group discussions back and forth – either during the meeting or outside of the meeting
- (2) Purposes of Act – keeping discussions of public business in the open
- (3) Not restricted when meeting not convened
- (4) Interplay with GRAMA (Gov't Records Access and Management Act – UCA Chapter 63G)

(c) SUIT TO VOID FINAL ACTION - §52-4-302

- (1) Final action is voidable by a court if the action violates §§52-4-201, 52-4-202, 52-4-207, 52-4-208, or 52-4-209;
- (2) Suit must be filed within 90 days after the date of the action
 - (a) Exception – suit must be filed within 30 days after the date of the action if involves issuance of bonds, notes, or other evidence of indebtedness

- (3) Court may not void a final action for a public body failing to comply with posting requirements (§52-4-202) if failure was result of internet hosting or communication failure
- (4) Court may award a reasonable attorney fee and costs to prevailing plaintiff of a suit filed under §52-4-208 - “Individuals constituting a quorum of a public body may not act together outside a meeting in a concerted and deliberate way to predetermine an action to be taken by the public body at a meeting on a relevant matter.”

(d) **ACTION CHALLENGING CLOSED MEETING - §52-4-304**

- (1) Court shall review recording or minutes of closed meeting in chambers and decide legality of closed meeting
- (2) If court determines no violation, then court will dismiss case without revealing content of closed meeting.
- (3) If court determines a violation, the court shall publicly disclose or reveal from the recording or minutes of the closed meeting all information about the portion of the meeting that was illegally closed

(e) **CRIMINAL PENALTY FOR VIOLATION - §52-4-305**

- (1) A member of the public body who knowingly or intentionally violates or knowingly or intentionally abets or advises a violation of any of the closed meeting provisions - Class B Misdemeanor – up to 6 months jail, up to \$1000 fine