



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

TUESDAY, OCTOBER 20 , 2026- 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, October 20, 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

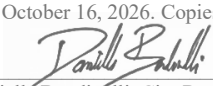
II. REVIEW OF COUNCIL MEETING AGENDA

III. DISCUSSION ITEMS

- A. 2027 and 2029 Interlocal Agreement with Weber County Elections**
- B. Community Survey Updated Questions**

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 October 16, 2026. Copies were also delivered to each member of the governing body.


Danielle Bendinelli, 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 801-622-2707 at least 24 hours in advance.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY OCTOBER 20, 2026- 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6pm Tuesday, October 20, 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 via www.youtube.com/@southogdencity.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

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

II. PRESENTATION

Youth Council Oath of Office Ceremony

- 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 October 6, 2026 Council Minutes

VI. NEW BUSINESS

A. Midterm Vacancy for At-Large Position

- i. Interview of all candidates (3 minutes of service interest)
- ii. Initial Vote (*Roll Call of Written Votes*)
- iii. Interview of top two finalists (*if necessary*)
- iv. Vote on top two finalists (*if necessary – Roll Call of written vote*)

B. Comments from Council Members

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 26-29** - Interlocal Agreement with Weber County Elections

VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. 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 October 16, 2026. Copies were also delivered to each member of the governing body.


Danielle Bendinelli, City Recorder

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2026 Citizen Feedback Survey

Work Session Decisions & Follow-Up

Additional Question/Prompt	Response	
How would you rate the quality of resident communication from South Ogden City?	Excellent → Terrible	
What factors influenced your communication rating?	Write-in	
In the past 12 months have you attended any of the following:	- City Council Meeting - Planning Commission Meeting - Public Hearing - Joint Council and Planning Work Session - City Center Interactive Workshop	Mark all the at apply
In the past 12 months of you participated in any of the following city hosted events:	- Fire Department Open House - Community Blood Drive - Community CPR Class - Santa Parade & Holiday Event - Youth Council Bunny Trail - Shakespeare in the Park - Pickleball Tournament - City Parade - South Ogden Days Festival/Concert - America 250 Fireworks Show - Planting of the Legacy Tree	Mark all the at apply
How do you receive news and information about South Ogden City Happenings?	- Emailed Newsletter and Council Agendas - Mailed Newsletter in monthly utility billing - City Facebook Account - City Instagram Account - Facebook Community Group - City Website - Utah Public Notice Website - Newspaper - City Hall Bulletin Board	Mark all that apply
How would you recommend the city improve resident communications?	Write-in	



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

TUESDAY, OCTOBER 6, 2026

WORK SESSION – 5 PM IN EOC ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Amy Hughie, Police Chief Darin Parke, Public Works Director Jon Andersen, City Planner Alikea Murphy, Code Compliance Official Guillermo Garcia, Assistant City Manager Summer Palmer, and City Recorder/Communications Manager Danielle Bendinelli

OTHERS PRESENT

No others present

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/CC261006WS_1553.mp3?t=202610071622360 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 5:00pm, Mayor Porter called the meeting to order and asked for a motion to begin.

00:00:00

Council Member Howe so moved, followed by a second from Council Member Peterson. All Council Members present were in favor to begin.

II. REVIEW OF COUNCIL MEETING AGENDA

- No review of items needed

III. DISCUSSION ITEMS

A. Review of Resident Survey Questions

- City Manager, Matt Dixon gave an overview of the 2025 Survey Questions and the process.

00:00:24

Council recommended staff make the addition of a Communications section for awareness of city happenings and update the forms of communication listed. Staff will also add an Event specific list to gauge attendance.

00:11:46

B. Overview of Mid-Term Vacancy Procedures

- City Attorney Amy Hugie presented an overview of Resolution 26-28 and the Mid-Term Vacancy Procedures. It was recognized that the Resolution needs to be updated to reflect the correct name of Michael Howard.

00:16:29

- Council discussed ballot procedures, candidate expectations, zoom options and interview questions as well as procedures for breaking ties.

00:22:01

- City Attorney Hugie also discussed the ordinance needed to change Council Vacancy Procedures to match the Utah State Code.

00:39:27

IV. ADJOURN

- At 5:42pm, Mayor Porter called for a motion to end the work session

00:41:29

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

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russ Porter, Council Members Jeannette Smyth, Jeremy Howe and Clayton Peterson

EXCUSED

Council Member Doug Stephens

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Police Chief Darin Parke, Public Works Director Jon Andersen, City Planner Alike Murphy, Code Compliance Official Guillermo Garcia, Assistant City Manager Summer Palmer, City Attorney Amy Hugie, Fire Chief Cameron West and City Recorder/Communications Manager Danielle Bendinelli

MEMBERS OF THE PUBLIC PRESENT

Karin Petrovich, CJ Hernandez, Dallin DeGroot, Ray Davis, Jacob V. and Manny Cyprus and youth from the South Hights Ward

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/CC261006M_1652.mp3?t=202610071624550 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 6:01pm and called for a motion to begin
00:00:33

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

B. Prayer/Moment of Silence

- The Mayor led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Peterson led everyone in the Pledge of Allegiance

109 • Mayor Porter invited anyone who wished to make a comment to come forward

110 ○ Karen Petrovich 00:01:43 Chimes View Construction Project,

111 Resident PSA

112 ○ CJ Hernandez 00:04:53 Candidate for House District 5

113 ○ Dallen DeGroot 00:08:05 South Hights Ward brought a group of

114 youth for education day.

117 No response was given

120 Approval of September 15, 2026 Council Minutes and Proclamation Declaring October 11-
121 17, 2026 as WSU Homecoming Week in South Ogden City

- 123 • The Mayor read the Weber State University Homecoming Week proclamation
124 00:09:10
125
126 • The Mayor asked if any corrections needed to be made to the minutes, hearing none he called
127 for a motion to approve the consent agenda.
128 00:10:22

132
133
134 **V. DISCUSSION / ACTION ITEMS**

135 **A. Consideration of Resolution 26-28 - City Council Mid-Term Vacancy Procedure**

- 136 • City Attorney Amy Hugie provided an overview of the circumstances and procedures
137 and the option of allowing in person only or a zoom interview option.
138 00:10:37
- 139 • Council Member Smyth mentioned the resolution needed to be updated with the correct
140 name for Michale Howard. 00:17:14
- 141
- 142 • Mayor Porter called for a motion to approve **Resolution 26-28** with the amended name
143 change and allowance of the interview by Zoom opportunity for candidates if
144 circumstances are approved by the Mayor in advance.
145 00:17:44

147 Council Member Howe so moved to approve Resolution 26-28, followed by a second from Council
148 Member Peterson . The Mayor asked if there was any further discussion, and seeing none, he
149 called the vote:

150 Council Member Smyth- Yes
151 Council Member Howe- Yes
152 Council Member Peterson- Yes
153
154

155 Resolution 26-28 was adopted.
156

157 B. Consideration of Ordinance 26-08 - Amending City Code for Vacancies

- 158 • City Attorney Amy Hugie provided an overview of the changes
159 00:18:15
- 160 • Comments by Council, and Attorney Hugie pointed out an error in the packet attachment
161 where the word “Resolution” needs to be changed to “Ordinance.”
162 00:19:30
- 163 • Mayor Porter called for a motion to approve **Ordinance 26-08**
164 00:20:17
165

166 Council Member Smyth moved to approve Ordinance 26-08 followed by a second from Council
167 Member Howe.

168 The Mayor asked if there was any further discussion, and seeing none, he called the vote:
169

170 Council Member Peterson- Yes
171 Council Member Howe- Yes
172 Council Member Smyth- Yes
173

174 Ordinance 26-08 was adopted.
175
176

177 *Section VI was accidentally skipped and returned a few moments later.*

178 VI. NOMINATION AND ELECTION OF MAYOR PRO TEM

- 179 • Mayor Porter opened the floor for nominations
- 180 • Council Member Peterson nominated Council Member Howe with a second from Council
181 Member Smyth.
- 182 • Council member Howe accepted the nomination.
183 Hearing no other nominations the Mayor asked for a vote of approval.

184 00:21:57
185

186 All were in favor and vote passed. Council Member Howe was elected Mayor Pro Tem
187
188

189 VII. REPORTS/DIRECTION TO CITY MANAGER

190 A. City Council Members
191

Council Member Smyth - 00:20:43
Council Member Howe - 00:22:50
Council Member Peterson - No report

B. City Manager 00:24:05

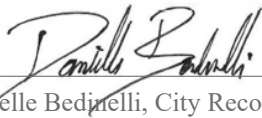
C. Mayor 00:27:41

VIII. ADJOURN

- At 6:29pm, Mayor Porter called for a motion to adjourn
00:28:53

Council Member Howe so moved, followed by a second from Council Member Smyth . The voice vote was unanimous in favor of the motion.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session and Council Meeting held Tuesday, October 6, 2026.


Danielle Bedinelli, City Recorder

Date Approved by the City Council

MIDTERM VACANCY



CANDIDATES (IN NO PARTICULAR ORDER)

- Peter Caldwell
- Brittany Rocha
- Andrew Jensen
- Christopher Pruess
- John W. Bradley
- Robert Bruderer
- Lynn Mulhall
- Eric Lee
- Wayne M. Smith

Candidate orders will be chosen at random during the meeting.

Online access to candidate applications can be found here:

https://www.southogdencity.gov/government/city_administration/election_information.php

Each candidate will have 3 minutes to address the council. Introduce themselves and speak about their interest in the position.

The Mayor may ask questions following each candidate's 3 minutes and prior to a tie-breaking vote.

To win appointment for the position, a candidate will need to receive 3 votes or more.

All voting will be done on written ballot. Ballots will be read out loud by the City Recorder disclosing the name of the councilmember and who they voted for.

(The complete Resolution can be found here: https://www.southogdencity.gov/news_detail_T6_R530.php)

- The Council and Mayor (5 voting) will take an initial vote to fill the vacancy from among the candidates interviewed. If a candidate receives a majority of the votes of the City Council (3), then that candidate shall be appointed.
- If no candidate receives a majority, then another vote between the two candidates who received the most votes in the initial vote will take place. *Example: 2 votes, 2 votes, 1 vote, another vote will be held for only those who received the 2 votes.*
- In the event that one candidate receives the most votes, but not the majority of the votes, and two or more candidates tie for receiving the most votes, another vote between the candidates who received the most votes but not a majority will take place to determine the top 2 candidates. *Example: 2 votes, 1 vote, 1 vote, 1 vote, another vote will be held for those who received 1 vote only, that winner will then be up for vote against the candidate who received 2 votes in the initial round.*

The appointed candidate will need to return to city hall the following day to take the Oath of Office and fill out Elected Official documents and new hire paperwork.

Resolution No. 26-29

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF INTERLOCAL AGREEMENT BETWEEN SOUTH
OGDEN CITY AND WEBER COUNTY, AUTHORIZING THE PARTIES
TO ENTER INTO AN AGREEMENT WHEREIN WEBER COUNTY
WILL PROVIDE ELECTION SERVICES FOR SOUTH OGDEN CITY
FOR ITS UPCOMING PRIMARY AND GENERAL ELECTIONS;
AUTHORIZING THE CITY MANAGER TO SIGN SUCH AN
AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the City Council finds that in conformance with Utah Code (“UC”) §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., as amended, (the “Act”), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another for joint or cooperative action under the Act; and,

WHEREAS, the City Council finds that in conformance with UC §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that in conformance with UC §11-13-1, the City may enter into Interlocal Cooperation Agreements; and,

WHEREAS, the City Council finds that Weber County has the ability, and is willing, to provide services to South Ogden City to support upcoming primary and general elections for 2027 and 2029 and to provide those and other related services on behalf of the City in a manner that is beneficial to the City; and,

WHEREAS, the City Council finds that signing and supporting the Agreement is in the best interest of the citizens of South Ogden City and a necessary condition to effectively conducting elections for local offices for 2027 and 2029; and,

WHEREAS, the City Council finds it will be beneficial to the City to enter a contractual relationship with Weber County for the provision of these mutually beneficial services;

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

The Governing Body of South Ogden City, State of Utah, authorizes entry into all agreements with Weber County that may be necessary to effectuate the County's assistance and service provision in conducting the City's local elections for 2027 and 2029, including but not limited to "Interlocal Cooperation Agreement between Weber County on behalf of the Weber County Clerk's office, elections division and South Ogden City, as set out in **Attachment "A"** attached, and by this reference fully incorporated herein; and authorizes the City Manager to sign all contracts, agreements, or other documents necessary to consummate said agreements; and, authorizes the City Recorder to sign any documents as required attesting to the fact that the City Manager has been duly authorized to sign such arrangements on behalf of the City.

The foregoing Recitals are fully incorporated herein.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 20th day of October, 2026, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 20th day of October, 2026.

SOUTH OGDEN CITY, a municipal corporation

Russell Porter, Mayor

Attested and recorded

Danielle Bendinelli
City Recorder

ATTACHMENT "A"

Resolution No. 26-29

A Resolution Approving And Authorizing The Execution Of Interlocal Agreement Between South Ogden City And Weber County, Authorizing The Parties To Enter Into An Agreement Wherein Weber County Will Provide Election Services For South Ogden City For Its Upcoming Primary And General Elections; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

20 October 26

City Contract No. _____
County Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK’S OFFICE, ELECTIONS DIVISION
-AND-
SOUTH OGDEN CITY

THIS AGREEMENT is made and entered into the _____ day of _____, 2026, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and South Ogden City (“City”). The County and the City may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2027 and 2029 primary and general municipal elections as well as any other municipal elections, ballot propositions, or other election related processes held during off-year elections.; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2030. The term of this Agreement may

be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2027 and 2029 primary and general municipal elections as well as any municipal elections, ballot propositions, or other election related processes held during off-year elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2027 and 2029 primary and general municipal elections and any municipal elections, ballot propositions, or other election related processes held during off-year elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving

it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, § 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Act, the Parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

6. **Insurance.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

7. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections

and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

8. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

9. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

14. **Data Privacy Act.** As governmental entities, both Parties are subject to Utah Code title 63A, chapter 19, the Utah Data Privacy Act. Under the Act, “personal data” is defined as “information that is linked or can be reasonably linked to an identified individual or an identifiable individual.” See Utah Code Ann. §63A-19-101. Both Parties acknowledge that they are familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, with regard to the personal data processed or accessed by the Parties as a part of the required duties under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

SOUTH OGDEN CITY

By: _____
MAYOR

ATTEST:

City Recorder

Approved as to form and compliance
with applicable law:

City Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A

Scope of Work for Election Services

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the City and the County up through and including the end of Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The City shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The City shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The City shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;
- printing optical scan ballots;

- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

In the case of a referendum or ballot proposition, the County Clerk's responsibilities are limited to its statutory requirements such as placing the measure on the ballot as required by law. The County Clerk is not responsible for the municipality or special districts statutory responsibilities such as preparing a voter information pamphlet or providing a legal analysis, fiscal analysis, or other explanatory materials regarding the measure. The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

Exhibit B

Cost Estimate for Election Services

Below is the good faith estimate for the upcoming *election cycles* for South Ogden City. The City will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed \$3.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$3.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$3.25 per voter.

If one or more jurisdictions, other than the City, hold a special election within the same precinct as the municipal election, then the City shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$3.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Example of the Impact of Cost Sharing Across Multiple Jurisdictions			
Number of Participating Jurisdictions	Active Registered Voters Per Precinct*	Estimated Rate	Total Cost Per Precinct
1	1,000	\$3.25	\$3,250
2	1,000	\$1.67 (half plus \$0.05)	\$1,670
3	1,000	\$1.13 (1/3 plus \$0.05)	\$1,130

*Largest precinct within municipality used as an example

Estimated Cost per Election		
Active Registered Voters Per Municipality	Estimated Rate	Total Cost Per Municipality
37,643	\$3.25	\$122,339.75

*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

Exhibit C

Core Vote Centers

2027 Locations*
Weber Center
Ogden Valley Library
Weber County Fairgrounds

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in an election.