Ogden City

City Council
May 10, 2016
City Council Chambers
Municipal Building – Third Floor
2549 Washington Boulevard, Ogden, Utah 84401

3:30 p.m. Joint Work Session
City Council, also acting as the Redevelopment Agency and Municipal Building Authority
City Council Work Room

The purpose of the work session includes presentations and discussions regarding:

- Agenda review for Special City Council, Redevelopment Agency and Special Municipal Building Authority meetings;
- Water and Sewer Bonds – Refunding and New Issuance;
- Downtown Alliance – Kim Bowsher;
- Petition to amend maximum building height in DDR and M-1 Zones; and
- Council, Redevelopment Agency and Municipal Building Authority Business.

Any items not fully addressed prior to the City Council meeting, which begins at 6:00 p.m., may be addressed immediately following that meeting.

6:00 p.m. Special City Council Meeting
Council Chambers

1. Roll Call.

2. Pledge of Allegiance.

3. Moment of Silence.

4. Recognition:
   a. **Bert Smith**. Recognizing the life and legacy of Bert Smith, co-founder of Smith and Edwards.

5. Request to be on the Agenda:
   a. **Bob Sawatzki**. Presentation regarding proposed Madison Avenue Pedestrian Safety Corridor.

6. Common Consent *(Voice vote)*:
   a. **FY 2016 Budget Amendment – Property Purchase, Demolition and Branding.** Proposed Ordinance 2016-26 amending the budget for the Fiscal Year July 1, 2015 to June 30, 2016 by increasing the anticipated revenues for a gross increase of $487,200. *(Set public hearing for June 7, 2016)*
   b. **Grant/Loan to BV Maple Utah, LLC.** Proposed Resolution 2016-16 approving a grant/loan to partially fund demolition of real property located at 262 12th Street. *(Set public hearing for June 7, 2016)*

7. Reports from the Administration:
   a. **Storm Drain Master Plan Supplement.** Proposed Resolution 2016-17 adopting a condition assessment supplement to the Ogden City Storm Drain Master Plan. *(Receive input; adopt/not adopt resolution – roll call vote)*

8. Public Comments. This is an opportunity to address the Council regarding concerns or ideas on any topic. To be considerate of everyone at this meeting, public comments will be limited to three minutes per person. Participants are to state their name and address for the record. Comments which cannot be made within these limits should be submitted in writing to the City Council Office (citycouncil@ogdencity.com).

The Council encourages civil discourse for everyone who participates in our meetings. Comments pertaining to an agenda item that includes a public hearing or public input should be given during the meeting as that item is discussed.

9. Comments:
   a. Mayor.
   b. Council Members.

10. Adjournment.

Redevelopment Agency Meeting

Council Chambers

1. Roll Call.

2. Reports from Administration:
   a. **FY2017 Budget Presentation.** Proposed Resolution 2016-12 adopting the annual budget for Fiscal Year 2016-2017. *(Set/not set public hearing for June 7, 2016)*

3. Public Comments. This is an opportunity to address the Board regarding concerns or ideas on any topic. To be considerate of everyone at this meeting, public comments will be limited to three minutes per person. Participants are to state their name and address for the record. Comments which cannot be made within these limits should be submitted in writing to the City Council Office (citycouncil@ogdencity.com).

   The Board encourages civil discourse for everyone who participates in our meetings. Comments pertaining to an agenda item that includes a public hearing or public input should be given during the meeting as that item is discussed.

4. Comments:
   a. Executive Director.
   b. Board Members.

5. Adjournment.

Special Municipal Building Authority Meeting

Council Chambers

1. Roll Call.

2. Reports from Administration:
   a. **FY2017 Budget Presentation.** Proposed Resolution 2016-1 adopting the annual budget for Fiscal Year 2016-2017. *(Set/not set public hearing for June 7, 2016)*

3. Public Comments. This is an opportunity to address the Board regarding concerns or ideas on any topic. To be considerate of everyone at this meeting, public comments will be limited to three minutes per person. Participants are to state their name and address for the record. Comments which cannot be made within these limits should be submitted in writing to the City Council Office (citycouncil@ogdencity.com).

   The Board encourages civil discourse for everyone who participates in our meetings. Comments pertaining to an agenda item that includes a public hearing or public input should be given during the meeting as that item is discussed.

4. Comments:
   a. President.
   b. Trustees.

5. Adjournment.

Continuation of Work Session if Necessary

Public meetings may be held electronically in accordance with Utah Code Annotated 52-4-207 to allow Council members to participate via teleconference. The anchor location for the meeting shall be on the 3rd Floor of the Ogden Municipal Building, 2549 Washington Blvd., Ogden Utah.

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the Management Services Department at 629-8701 (TDD # 629-8949) or by email: ADACompliance@ci.ogden.ut.us at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and/or agenda was posted in three public places within the Ogden City Limits on this 6th day of May, 2016. These public places being: 1) City Recorder's Office on the 2nd floor of the Municipal Building; 2) 2nd floor foyer of the Municipal Building; and 3) the Weber County Library. A copy was posted to the Utah State Public Notice Website and the Ogden City Website, as well as provided to the Standard-Examiner.

TRACY HANSEN, MMC
OGDEN CITY RECORDER

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Ogden City Council Agenda Information Line – 801-629-8159

City Council Work Session
COUNCIL STAFF REVIEW

Return to Agenda

SEWER AND WATER REVENUE AND REFUNDING BONDS (UP TO $64M)

- ***Refunding a Portion of Series 2008 Bonds (Approx. $39.54M)***
- ***Refunding a Portion of Series 2009 Bonds (Approx. $2.27M)***
- ***New Funding for Water Utility Capital Projects (Approx. $17M)***

PURPOSE OF WORK SESSION: **To Review and Discuss a Proposed Refunding of Sewer and Water Utility Bonds and Issuance of Additional Bonds for Water Utility Capital Projects**

Executive Summary

The Administration and the City's financial advisor will present a proposal to refund a portion of the 2008 Series and 2009 Series Sewer and Water Revenue and Refunding Bonds. They will also discuss a proposal to issue an additional $17M in bonds to complete Water Utility capital projects.

Background

2008 Sewer and Water Revenue Bonds--Background
May 20, 2008
The City Council adopted Resolution 2008-13 finalizing the terms and conditions of the issuance and sale of Sewer and Water Revenue bonds in the amount of $49,175,000. Debt service for the bond payments were divided between the Water Utility (83%) and the Sewer Utility (17%).

A list of projects completed with these funds is attached.

2009 Sewer and Water Revenue Refunding Bonds—Background
December 1994
In 1994 the City issued $1,845,000 in Sewer Revenue Bonds to finance construction of various sewer projects.

April 1999
In April 1999, the City issued $8,160,000 in Water and Sewer Revenue Bonds to refund the 1994 Sewer bonds and provide an additional $6,400,000 in new funds for City water projects.

March 31, 2009
The City Council adopted Resolution 2009-9 approving the refunding of the 1999 bonds and issuing Sewer and Water Refunding Bonds in the amount of $5,585,000.

2012
In 2012, the Administration and the City Council worked with financial consultants Lewis Young Robertson and Burningham (LYRB) to develop the Comprehensive Financial Sustainability Plan--a financial model for the City's water, sanitary sewer, and storm sewer utilities. The financial model was used as a tool to set rates for each of the utilities. The study was also used to develop financial principles for the management of each of the utility funds.

The Council reviews the financial model annually to determine if any changes to the financial projections are necessary.

April 19, 2016
The City Council reviewed the Annual Debt Report. As of March 31, 2016, the outstanding balances for the 2008 Series and 2009 Series Water and Sewer Bonds were as follows:

Bond Series	Original Issue Amount	Balance as of March 31, 2016
Water & Sewer Revenue 2008 Revenue Bonds	$ 49,175,000	$ 42,930,000
Water & Sewer Revenue 2009 Revenue Refunding Bonds	$ 5,585,000	$ 3,755,000
TOTALS	**$ 54,760,000**	**$ 46,685,000**

May 4, 2016
The Council received an Administrative Transmittal requesting the Council issue Series 2016 Sewer and Water Revenue and Refunding Bonds to refund portions of the 2008 and 2009 Series Bonds and provide an additional $17M for Water Utility capital projects.

Proposal

Refunding Bonds

Based on the recommendations of the City's financial advisors, Lewis Young Robertson, & Burningham, Inc. (LYRB), the Administration is requesting the Council issue bonds in an amount of up to $64M to allow the refunding of a portion of the 2008 Series Sewer and Water Revenue Bonds and the 2009 Series Sewer and Water Refunding Bonds, and to provide an additional $17M for Water Utility capital projects.

LYRB is recommending that a portion of the 2008 and 2009 bonds—the "callable" portion—be refunded as follows:

Bond Series	Original Issue	Balance as of March 31, 2016	Proposed Refunding Amount
Water & Sewer Revenue 2008 Revenue Bonds	$ 49,175,000	$ 42,930,000	$ 39,645,000
Water & Sewer Revenue 2009 Revenue Refunding Bonds	$ 5,585,000	$ 3,755,000	$ 2,265,000
TOTALS	**$ 54,760,000**	**$ 46,685,000**	**$ 41,910,000**

The "callable" portion represents those bonds that have maturity dates of 2019 through 2038 for the 2008 bonds, and maturity dates of 2020 to 2024 for the 2009 bonds.

Based on the current bond market, LYRB has estimated that the City will save more than $3M (net present value) over the life of the bonds. The final maturity dates—the pay-off dates—will not be extended beyond the original maturity dates of the original bonds. (The 2008 bonds have a maturity date of 2038. The 2009 bonds have a maturity date of 2024.)

Projects – New Funding

The $17M in new funding will be used for Water Utility capital projects outlined in the Master Plan. The Water Utility will also use $860,420 from retained earnings toward completion of the projects.

As summary of the projects follows:

CIP Project	Amount
Distribution and Fire Flow	$ 1,500,000
Pipe Replacement	$ 2,515,090
36" Assessment Study	$ 300,000
46th Street Pump Station	$ 1,500,000
Wheeler Creek Intake	$ 1,515,150
Well Field Property Acquisition	$ 5,500,000
Pipe Replacement	$ 5,030,180
TOTAL	**$ 17,860,420**

A detailed list is provided in the Administrative Transmittal.

Debt Service

The Administration estimates that the debt service on the bonds will be approximately $900,000. This bond issue was anticipated and projected in the Utility Financial Model completed by LYRB. Because the financial model projected the additional bond issuance, no rate increases will be required for water or sewer. The original rate structure adopted by the Council provides the necessary revenue to cover the additional debt service.

Proposed Schedule

May 10, 2016	Work Session
May 17, 2016	Consideration of Super Parameters Resolution Set Public Hearing for June 7, 2016
June 7, 2016	Public Hearing
* July 12, 2016	Pre-Pricing Call
* July 13, 2016	Bond Sale, Approval of Final Bond Terms
July 21, 2016	Closing and Delivery of Bond Proceeds

* Per City Ordinance, two Council members must participate as part of the Pricing Committee.

Attachment Completed 2008 Sewer and Water Bond Projects

City Council Work Session
COUNCIL STAFF REVIEW

Questions

1. Please review the proposed bond refunding and issuance and explain the Parameters Resolution.

2. Please review and explain how the refunding will save the City money.

3. Please review the financial model and highlight were the $17M in new funds are accounted.

Council Staff Contact: Janene Eller-Smith, (801)629-8165

CAPITAL PROJECTS INCLUDED IN WATER,SANITARY AND STORM RATE STUDY (As Adjusted and submitted to the City Council)

Sanitary Sewer Projects

SU069 **New Sewer Lines**
SU010 West 12th Street Sewer (O'Driscoll)
(UDOT Betterment Agreement)
SU061 New Sanitary Line Gramercy (Slip Lined)
New Sanitary Sewer Old Doughton
SU015 Sanitary Sewer Street Reconstruction

SU70 **Slip Line Manholes and Sewer Lines**
SU024 Sewer Manhole Repairs
SU065 Sewer Rehab of small pipes
SU067 Wall Avenue brick lining
SU068 Large Pipe Slip Lining

Storm Sewer Projects

SU071 SU048 35th Between Eccles & Jackson
SU064 Ridgedale Drive
SU079
Storm Water management Plane Up date & LOMA'S
Mill Creek Storm Drain (UDOT Betterment Agreement)

NOTE: Bond #1 for water/sewer, Bond #2 for Storm Sewer

Water Projects

WU040 **Disinfection System at Treatment Plant**
WU090 **Taste and Oder**
WU054 Ogden Canyon Transmission Line Re-Line (Proposed Addition)**

WU094 **WU029 Critical Water Main Replacement Phase I**
Replace old water line on Washington Blvd/Riverdale.
Replace old water line on 12th street.
Replace old water line on Grant Avenue.

WU094 **WU052 Water Main Replacement Phase II**
North Harrison
Capital Phase #1
Capital Phase #2
Marilyn
West Industrial Park Phase 1,&2
West Industrial Park Phase 3

Water Projects (cont.)

Airport
Skyline

Madison
Ogden Canyon Transmission Line Study**
Addditional Water Lines
Addditional PRVs

WU009 WU009 Taylor Springs Redevelopment
Phase #1 Transmission Line 36th St.-23rd St.
Phase #2 Taylor Canyon Well and Pumps

WU038 Storage Tanks North Side
Phase #1 4 Million and 1 Million Gallon Tank
Phase #2 24" trans. Line, Pump house and PRV
Misc Costs (Land purchase, Pinview Water Line relocate, Permit Fees.)

WU095 Storage Tanks South Side
WU045 Water Line From 46th St Tanks + Air Vac
Ridgdale and Sky Line Air Vac Project
WU082 Water Storage Tank for South End 36th St. 5 M

WU055 WU055 Rehab 23rd St Tank covers

WU096 Automated Measuring devices
WU084, Flow Measuring Structures
WU024 Automated Meters, two years

WU097 Wells
WU085 Rehab Well Field Pineview
2 New Wells West side of Mountains

WU100 So. Bench Transmission Line

WU101 So. East Upper Storage Tank

** Black and Veatch study of Ogden Canyon Pipe Line charged to WU094-WU052
Water Main replacement Phase II

WU094 Additional Water Line Projects
Madison 1050 N. to 1150 N
650 North Jefferson to Orchard
7th Street (STP Project)

Canyon Water Line Fittings
Harrisville Rd North ST.To Wash & Dan
Jefferson from 29th to 30th
South East Bench Water Line Imp. (Ridgdale)
Modeling

WU094 Design And construct Additional PRV's

12th and Monroe
800 North & Monroe
North Street & Monroe
800 East 2nd Street
36th Street & Jackson

WU094 Paving Streets disturbed by Water Line Installation Including Raising Collars

Grant
Capitol Phase #1
Capitol Phase #2 (26Th Street)
Marilyn
Madison
West Industral Park
Buchannan (Charge to Taylor Canyon)

SU069 New Sewer Lines

SU076 200 N. Washington Blvd
SU075 2nd Street and Washington
12th Street and Mouth of Ogden Canyon
23rd St Monroe- Washington Blvd
23rd St Lincoln - Wall
SU063 36th St Skyline - Eccles
New Lines Washington Blvd 15th St - 16th St & 558 W. Jackson
SU074 Shupe Lane & Park Blvd

OGDEN CITY TRANSMITTAL

Date: May 4, 2016

To: Ogden City Council

From: Brandee Johnson, Treasurer

RE: Proposed Water/Sewer Bond Refunding
Series 2016 (which will refund the callable portions of the 2008 and 2009 bonds).
Issue additional bonds for new water/sewer projects.

Staff Contact: Brandee Johnson, Treasurer, ext. 8710

Recommendation: Adopt Resolution and set date for public hearing relative to the new bonds.

Documents:
- Parameters Resolution
- Water/Sewer Project List [Exhibit A]
- First draft of Preliminary Official Statement

Executive Summary

Refunding: The callable portions of the City's outstanding 2008 and 2009 Sewer & Water Revenue Bonds can be defeased by issuing bonds at significantly lower rates resulting in significant economic savings to the City's utility department. The estimated savings over the life of the issue are anticipated to be approximately $5,000,000 and estimated to be in excess of $3,000,000 in net present value savings. The final maturity dates of the refunding portion of the 2016 bonds will not be extended beyond the original maturity dates of the 2008 / 2009 sewer and water revenue bonds.

Funds for New Project:

Pursuant to the capital improvement needs imbedded within the long term financial sustainability plans for the Sewer and Water department, several projects have been identified for funding within the next year or two. These projects total approximately $17,000,000. A detailed list of these projects is attached in [Exhibit A].

It makes economic sense to include these projects with the refunding transaction described above as it provides economies of scale relative to

the financing costs and both transactions benefit by increasing the offering size which attracts more potential investors to buy the bonds.

It is anticipated that the portion of the bonds used to finance these new projects will be amortized on a level debt service basis over a period not to exceed twenty-five years.

Background

Several years ago the City began implementation of a plan to make many critically necessary improvements to the City's water and sewer infrastructure. The Series 2008 and 2009 Sewer & Water Revenue bonds were issued (along with other bond transactions after that) to commence this important process. The refunding helps to reduce interest expense on those issues. The new money portion is a furtherance of the plan to upgrade and maintain the water/sewer utilities in good order.

Pursuant to State law, Council action is required to authorize the issuance of bonds both for refunding purposes as well as for the 'new money' portion of the bonds.

Proposal

In order to facilitate the issuance of the bonds, the Council is requested to review and approve the Parameters Resolution which will set forth the maximum amount of bonds that can be issued, set the maximum rate at which the bonds can be issued and the maximum term (final maturity) and establishes a pricing committee to approve the final rates, terms and conditions for the 2016 Bonds.

Additionally, in regard to the new money portion of this transaction the Council is requested to set and hold a public hearing at least two weeks after the Notice of Intent to Issue Bonds is published in the paper. This hearing applies only to the new projects being funded with the 'new money' portion of the Series 2016 bond issue.

Fiscal Impact

Looked at on a stand-alone basis the refunding portion of the bonds will provide reduced annual debt service payments of approximately $240,000 for the water and sewer utility funds.

Looked at separately, the new money portion will increase debt payments by approximately $900,000 per year but have been built into the financial sustainability model.

Collectively the impact is an increase in annual debt service payments for the water and sewer utility of approximately $660,000.

ESTIMATED WATER CIP EXPENDITURES FOR FYs 2017 - 2019

Total Proposed Bond	$ 17,000,000.00
Retained Earnings	$ 860,420.00
Distribution and Fire Flow FY2017	$ (1,500,000.00)
Pipe Replacement FY2017	$ (2,515,090.00)
36" Assessment Study FY2017	$ (300,000.00)
46th Street Pump Station FY2017	$ (1,500,000.00)
Wheeler Creek Intake FY2018	$ (1,515,150.00)
Well Field Acquisition FY2018	$ (5,500,000.00)
Pipe Replacement FY2018	$ (2,515,090.00)
Pipe Replacement FY2019	$ (2,515,090.00)
Balance	$ -
Total City Wide Replacement Projects	$ 9,045,270.00

Project Number In Master Plan	Cost Estimate	Project Description	
26th and Pierce PRV	$ 400,000.00		
Leaking Lines Under Concrete	$ 1,200,000.00	Problem pipelines, all but three blocks in master plan	
7.5	$ 596,100.00	Zone 7N Fire Flow - 200 N St.	
6.4	$ 118,300.00	Zone 6N Fire Flow - 1400 E & Maxfield Dr	
6B.1	$ 802,900.00	Zone 6B Fire Flow - Simoron, Taylor, Sheridan Hills	
6S.2	$ -	25th Street	$ 2,202,444.50
7S.6	$ -	23rd Street	$ 2,045,717.50
5.5	$ 1,199,000.00	Zone 5N Expansion	
7.9	$ 496,500.00	Zone 7S Fire Flow - Goodard, Chatelain, Van Buren, Jackson	
7S.15	$ 211,892.00	Meadow Drive - Leaks	
1.2b	$ 625,800.00	Fireflow - Ridegdale Loop	
5.4	$ 443,600.00	Zone 5N Fire Flow - 23rd, Cahoon, 24th, Capitol, Lake	
8.23	$ 311,000.00	Zone 8 Fire Flow - G Ave	
8.4	$ 125,000.00	Zone 8 Fire Flow - 5th Street	
6.11	$ 415,500.00	Zone 6S Fire Flow - Jackson, Eccles, 37th	
4.1	$ 387,300.00	Zone 4N Fire Flow - 21st & Burch	
4.9	$ 442,890.00	1850 East - Leaks	
6.3	$ 146,400.00	Zone 6N Fire Flow - Polk Avenue	
8.12	$ 177,600.00	Zone 8 Fire Flow - Fowler & 850 E	
8.16	$ 376,400.00	Zone 8 Fire Flow - 20th Street	
5.10	$ 276,000.00	Zone 4N Fire Flow - Baker Drive	
6.4b	$ 213,800.00	Zone 6N Fire Flow - 3750 W, Maxfield Dr, 1450 South	
	$ 8,965,982.00	Total 3 Year Estimate City Wide Replacement Projects	

Ogden, Utah

May 17, 2016

The City Council ("City Council") of Ogden City, Utah (the "City"), met in regular public session on May 17, 2016, at the City's regular meeting place at 6:00 p.m. with the following members of the Council present:

Marcia White	Chair
Bart Blair	Vice Chair
Neil Garner	Councilmember
Richard Hyer	Councilmember
Luis Lopez	Councilmember
Ben Nadolski	Councilmember
Doug Stephens	Councilmember

Also present:

Mike Caldwell	Mayor
Tracy Hansen	City Recorder

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this May 17, 2016, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF OGDEN CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $64,000,000 AGGREGATE PRINCIPAL AMOUNT OF SEWER AND WATER REVENUE AND REFUNDING BONDS, SERIES 2016; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF A SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; APPROVING AN OFFICIAL STATEMENT; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Ogden City, Utah (the "Issuer") desires to (a) finance improvements to its existing sewer and water system (the "System"), including but not limited to construction of a replacement water treatment facility, source protection and investigation, replacement of aging distribution pipes, installation of new water meters and other related projects (collectively, the "Project"); (b) refund all or a portion of the Issuer's currently outstanding Sewer and Water Revenue Bonds (the "Refunded Bonds"), (c) fund a debt service reserve fund, if necessary, and (d) pay costs of issuance with respect to the Series 2016 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Water and Sewer Revenue and Refunding Bonds, Series 2016 (the "Series 2016 Bonds") (to be issued from time to time, as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Bond Act"), and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Refunding Bond Act" and collectively with the Bond Act, the "Act"), (b) this Resolution, and (c) a General Indenture of Trust dated as of December 1, 1994, as heretofore amended and supplemented (the "General Indenture"), and as further amended and supplemented by a Supplemental Indenture of Trust (the "Supplemental Indenture," and together with the General Indenture, the "Indenture"), in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, in connection with the issuance of the Series 2016 Bonds, the Issuer desires to replace Wells Fargo Bank, N.A. as trustee with U.S. Bank N.A. as successor trustee (the "Trustee") and to make certain amendments to the General Indenture, all as provided in the Supplemental Indenture; and

WHEREAS, the Bond Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2016 Bonds, including a notice of bonds to be issued, in compliance with the Bond Act; and

WHEREAS, the Refunding Bond Act provides that an issuing entity may give notice of its intent to issue bonds under the Refunding Bond Act; and

WHEREAS, the Council desires to approve and authorize the preparation and use of a Bond Purchase Agreement (the "Bond Purchase Agreement"), to be entered into between the Issuer and the underwriter or the purchaser selected by the Issuer for the Series 2016 Bonds (the "Underwriter/Purchaser"), in substantially the form attached hereto as Exhibit C; and

WHEREAS, in the event that the Designated Officers (defined below) determine that it is in the best interests of the Issuer to publicly offer the Series 2016 Bonds, the Issuer desires to authorize the use and distribution of a Preliminary Official Statement (the "Preliminary Official Statement"), and to approve a final Official Statement (the "Official Statement") in substantially the form attached hereto as Exhibit D, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer, in the consultation with the Issuer's Municipal Advisor, Lewis Young Robertson & Burningham, Inc. (the "Municipal Advisor") flexibility in setting the pricing date of the Series 2016 Bonds, the Council desires to grant to a committee of at least four of the following six: the Mayor (or Mayor pro tem, collectively, the "Mayor"), the Management Services Director, the Chair and Vice Chair of the Council (or their designees), the Council's Executive Director (or his designee), and the Treasurer of the Issuer (the "Designated Officers"); provided, however, that at least two of such Designated Officers shall be from the Chair or Vice Chair of the Council (or their designees) or the Council's Executive Director (or his designee), the authority to select the Underwriter/Purchaser, to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2016 Bonds shall be sold, to determine whether the Series 2016 Bonds should be sold and method of sale, to determine whether the refunding portion of the Series 2016 Bonds should be issued and to approve the final Refunded Bonds, and to make any changes with respect thereto from those terms which were before the Council

at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE, it is hereby resolved by the City Council of Ogden City, Utah, as follows:

Section 1. For the purpose of financing the Project, refunding the Refunded Bonds, funding any required debt service reserve fund and paying costs of issuance of the Series 2016 Bonds, the Issuer hereby authorizes the issuance of the Series 2016 Bonds which shall be designated "Ogden City, Utah Sewer and Water Revenue and Refunding Bonds, Series 2016" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed $64,000,000 (with not to exceed $17,500,000 of such Series 2016 Bonds to be issued under the Bond Act and not to exceed $46,500,000 of such Series 2016 Bonds to be issued under the Refunding Bond Act). The Series 2016 Bonds shall mature in not more than thirty (30) years from their date or dates, shall be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed five and one-half percent (5.5%) per annum, and shall be non-callable or subject to redemption, all as shall be approved by the Designated Officers in consultation with the Issuer's Municipal Advisor, all within the Parameters set forth herein.

Section 2. The Supplemental Indenture and the Bond Purchase Agreement, in substantially the forms presented at this meeting and attached hereto as Exhibits B and C respectively, are hereby authorized, approved, and confirmed. The Mayor and the City Recorder (or designee, collectively, the "City Recorder") are hereby authorized to execute and deliver the Supplemental Indenture and the Bond Purchase Agreement, in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. The Designated Officers are each hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2016 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The determination of the final interest rate or rates, the principal amounts, redemption provisions and maturity dates for the Series 2016 Bonds by the Designated Officers shall be evidenced by the execution of a terms certificate in the form attached hereto as Exhibit E (the "Terms Certificate").

Section 4. The Issuer hereby approves and authorizes the utilization of the Preliminary Official Statement in substantially the form attached hereto as Exhibit D in the marketing of the Series 2016 Bonds (as appropriate) and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement, with any necessary revisions and insertions to complete the same with the terms established for the

Series 2016 Bonds. The Mayor is hereby authorized to execute the Official Statement evidencing its approval by the Issuer.

Section 5. The appropriate officials of the Issuer are authorized to make any alterations, changes, deletions, or additions to the Indenture, the Series 2016 Bonds, the Bond Purchase Agreement, the Terms Certificate, the Preliminary Official Statement, the Official Statement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2016 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Mayor on behalf of the Issuer of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 6. The form, terms, and provisions of the Series 2016 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2016 Bonds and to deliver said Series 2016 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2016 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2016 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2016 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2016 Bonds, the Preliminary Official Statement, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 9. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, escrow agreements or any reserve instrument guaranty agreements permitted by the Indenture) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. The Issuer shall hold a public hearing on June 7, 2016, to receive input from the public with respect to (a) the issuance of the portion of the Series 2016 Bonds under the Bond Act, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2016 Bonds issued under the Bond Act will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published and such notice shall be published (i) once a week for two consecutive weeks in the Standard Examiner, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Ogden City offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Bond Act"), and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Refunding Bond Act" and collectively with the Bond Act, the "Act"), that on May 17, 2016, the City Council (the "Council") of Ogden City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water and Sewer Revenue and Refunding Bonds, Series 2016 (the "Series 2016 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) and called a public hearing to receive input from the public with respect to (a) the issuance of that portion of the Series 2016 Bonds issued under the Bond Act and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Series 2016 Bonds issued under the Bond Act may have on the private sector.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on June 7, 2016, at the hour of 6:00 p.m. at 2549 Washington Blvd., Ogden, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of that portion of the Series 2016 Bonds issued under the Bond Act and (b) any potential economic impact that the Project to be financed with the proceeds of that portion of the Series 2016 Bonds issued under the Bond Act may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2016 BONDS

The Series 2016 Bonds will be issued for the purpose of (a) in the case of the portion of the Series 2016 Bonds issued under the Bond Act financing improvements to the Issuer's water and sewer system (the "System"), including but not limited to construction of a replacement water treatment facility, source protection and investigation, replacement of aging distribution pipes, installation of new water meters and other related projects (collectively, the "Project"), (b) in the case of the portion of the Series 2016 Bonds issued under the Refunding Bond Act, refunding a portion of the Issuer's outstanding sewer and water revenue bonds (the "Refunded Bonds") in order to achieve a debt service savings, (c) funding any required debt service reserve fund and (d) paying costs of issuance of the Series 2016 Bonds.

REVENUES TO BE PLEDGED

The Series 2016 Bonds are special limited obligations of the Issuer payable from the net revenues of the System.

PARAMETERS OF THE SERIES 2016 BONDS

The Issuer intends to issue the Series 2016 Bonds in the aggregate principal amount of not more than Sixty-Four Million Dollars ($64,000,000), with not to exceed $17,500,000 issued under the Bond Act and not to exceed $46,500,000 issued under the Refunding Bond Act, to mature in not more than thirty (30) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five and one-half percent (5.5%) per annum. The Series 2016 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust dated as of December 1, 1994, as heretofore amended and supplemented (the "General Indenture") and a Supplemental Indenture of Trust (the "Supplemental Indenture" and collectively with the General Indenture, the "Indenture").

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed Series 2016 Bonds, the Issuer currently has $61,173,000 principal amount of bonds outstanding secured by the net revenues of the System (including the bonds to be refunded).

OTHER OUTSTANDING BONDS OF THE ISSUER

Information regarding all of the Issuer's outstanding bonds may be found in the Issuer's audited financial report (the "Financial Report") at: http://www.ogdencity.com/en/government/city_budget.aspx. For additional information more recent than as of the date of the Financial Report please contact the City Treasurer (phone: 801-629-8761).

TOTAL ESTIMATED COST OF BONDS ISSUED UNDER THE BOND ACT

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2016 Bonds to be issued under the Bond Act to finance the Project, if held until maturity, is approximately $_____.

A copy of the Resolution and the Indenture are on file in the office of the Ogden City Recorder, 2549 Washington Blvd., Ogden, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Series 2016 Bonds), or the Series 2016 Bonds, or any provision made for the security and payment of the Series 2016 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this May 17, 2016.

/s/ Tracy Hansen
City Recorder

Section 11. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2016 Bonds are to be issued, and the reimbursements made, by the later of 18 months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2016 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $17,500,000.

Section 12. The Issuer hereby reserves the right to opt not to issue the Series 2016 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 13. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 14. Upon the issuance of the Series 2016 Bonds, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2016 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

APPROVED AND ADOPTED this May 17, 2016.

OGDEN CITY, UTAH

(SEAL)

_____
Council Chair

ATTEST:

_____
City Recorder

PRESENTATION TO MAYOR

The foregoing resolution was presented by the City Council to the Mayor for his approval or disapproval this May 17, 2016.

_____
Council Chair

MAYOR'S APPROVAL OR DISAPPROVAL

The foregoing resolution is hereby approved this May 17, 2016.

_____
Mayor

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the City Council adjourned.

(SEAL)

_____
Council Chair

ATTEST:

_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

I, Tracy Hansen, the duly appointed and qualified City Recorder of Ogden City, Utah (the "City"), does hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on May 17, 2016, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on May 17, 2016, and pursuant to the Resolution, there will be published a Notice of Public Hearing and Bonds to be Issued no less than fourteen (14) days before the public hearing date: (a) one time each week for two consecutive weeks in the Standard Examiner, a newspaper having general circulation within the City, (b) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this May 17, 2016.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Tracy Hansen, the undersigned City Recorder of Ogden City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the May 17, 2016, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on May ____, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Standard Examiner pursuant to its subscription to the Utah Public Notice Website (http://pmn.utah.gov), at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2016 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City Council, (b) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year and (c) provided to at least one newspaper of general circulation within the City pursuant to its subscription to the Utah Public Notice Website (http://pmn.utah.gov).

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this May 17, 2016.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Public Hearing and Bonds to be Issued)

EXHIBIT B

SUPPLEMENTAL INDENTURE

(See Transcript Document No. ___)

EIGHTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____ 1, 2016

by and between

OGDEN CITY, UTAH

and

U.S. BANK NATIONAL ASSOCIATION

Supplementing the General Indenture of Trust
Dated as of December 1, 1994

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EIGHTH SUPPLEMENTAL INDENTURE OF TRUST

This Eighth Supplemental Indenture of Trust, dated as of _____ 1, 2016, by and between Ogden City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and U.S. Bank National Association (as successor to Wells Fargo Bank, National Association), a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having a principal office in Salt Lake City, Utah (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust dated as of December 1, 1994, as heretofore amended and supplemented (the "General Indenture"), with the Trustee; and

WHEREAS, the Issuer has appointed U.S. Bank National Association, as successor Trustee to Wells Fargo Bank, National Association, and pursuant to Section 9.2 of the General Indenture is amending the General Indenture to provide for the appointment of said successor Trustee; and

WHEREAS, the Issuer desires to issue a series of bonds to (i) finance improvements to the Issuer's water and sewer system (the "System"), including but not limited to [replacement of distribution pipes, fire flow and intake improvements, acquisition of a pump station and a well field,] and other related projects (hereinafter referred to as the "Series 2016 Project") and (ii) refund a portion of its outstanding sewer and water revenue bonds; and

WHEREAS to (a) finance the costs of acquiring, constructing, and installing the Series 2016 Project, (b) refund the Refunded Bonds (as defined herein) and (c) pay the costs of issuance, the Issuer has determined to issue its Sewer and Water Revenue and Refunding Bonds, Series 2016 in the aggregate principal amount of $_____ (the "Series 2016 Bonds"); and

WHEREAS, the Series 2016 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this Eighth Supplemental Indenture of Trust (the "Eighth Supplemental Indenture," and collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2016 Bonds and of this Eighth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2016 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Eighth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS EIGHTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2016 Bonds and all others Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price

thereof and interest thereon, the rights of the Registered Owners of the Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Eighth Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto U.S. Bank National Association, as Trustee, its successors in trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund and Replacement Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Eighth Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Act" means, with respect to the Series 2016 Bonds, the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

"Authorized Representative" means the Mayor, City Recorder, Treasurer, or any other officer of the Issuer so designated in writing by the Issuer to the Trustee.

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"Dated Date" means, with respect to the Series 2016 Bonds, the date of their initial delivery.

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York.

"Escrow Account" means the escrow account established in the Escrow Agreement to provide for the refunding of the Refunded Bonds.

"Escrow Agent" means U.S. Bank National Association

"Escrow Agreement" means the Escrow Deposit Agreement dated as of _____ 1, 2016, between the Issuer and the Escrow Agent providing for payment of interest on and the principal and redemption price of the Refunded Bonds through the redemption date therefor.

"Outstanding Bonds" means the Sewer and Water Revenue Bonds, Series 2008, Sewer and Water Revenue Refunding Bonds, Series 2009, Sewer and Water Revenue Bonds, Series 2012, Sewer and Water Revenue Bonds, Series 2013A and Sewer and Water Revenue Bonds, Series 2013B.

"Refunded Bonds" means the Issuer's outstanding Sewer and Water Revenue Bonds, Series 2008 and Series 2009 maturing as follows:

SERIES 2008 BONDS

Maturity Date (June 15)	Principal Amount	Interest Rate
2019	$1,215,000	5.000%
2020	1,275,000	5.000
2021	1,340,000	5.000
2022	1,405,000	5.000
2023	1,475,000	5.000
2024	1,550,000	4.450
2028	6,680,000	5.000
2029	1,970,000	5.000
2030	2,065,000	5.000
2033	6,805,000	4.500
2038	8,565,000	4.625
2038	5,000,000	4.500

SERIES 2009 BONDS

Maturity Date (June 15)	Principal Amount	Interest Rate
2019	$400,000	5.000%
2020	415,000	4.250
2021	430,000	4.375
2022	450,000	4.400
2023	470,000	4.500
2024*	500,000	4.625

"Register" means the record of ownership of the Series 2016 Bonds maintained by the Registrar.

["Reserve Instrument Provider" means, with respect to the Series 2016 Bonds, Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof and shall constitute a Reserve Instrument Provider.]

"Series 2016 Bonds" means the Ogden City, Utah Sewer and Water Revenue and Refunding Bonds, Series 2016 issued in the principal amount of $_____.

"Series 2016 Construction Account" means the account established within the Construction Fund under the General Indenture held in trust by the Trustee.

"Series 2016 Debt Service Reserve Account" means the account in the Debt Service Reserve Fund established under the General Indenture held in trust by the Trustee.

"Series 2016 Debt Service Reserve Requirement" means $_____.

"Series 2016 Project" means improvements to the Issuer's water and sewer system (the "System"), including but not limited to [replacement of distribution pipes, fire flow and intake improvements, acquisition of a pump station and a well field,] and other related projects.

["Series 2016 Reserve Instrument" means the municipal bond debt service reserve insurance policy issued by the Reserve Instrument Provider to satisfy the Series 2016 Debt Service Reserve Requirement applicable to the Series 2016 Bonds and deposited to the credit of the Series 2016 Debt Service Reserve Account, as provided therein and subject to the limitations set forth in such policy. The Series 2016 Reserve Instrument shall constitute a Reserve Instrument for all purposes under the Indenture.]

"Underwriter" means _____.

ARTICLE II

ISSUANCE OF THE SERIES 2016 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2016 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance a portion of the Series 2016 Project; (ii) refund the Refunded Bonds; (iii) [fund a deposit to the Series 2016 Debt Service Reserve Account]; and (iii) pay the costs of issuance of the Series 2016 Bonds. The Series 2016 Bonds shall be limited to $_____ in aggregate principal amount, shall be issued in fully registered form, shall be in the denomination of Five Thousand Dollars ($5,000) each or any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in Exhibit B attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2016 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Sewer and Water Revenue and Refunding Bonds, Series 2016."

Section 2.2 Date, Maturities and Interest. The Series 2016 Bonds shall be dated as of the Dated Date, and shall mature on the dates in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2016 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

Maturity Date (June 15)	Principal Amount	Interest Rate

Section 2.3 Optional Redemption. The Series 2016 Bonds maturing on or before June 15, ____ are not subject to redemption prior to maturity. The Series 2016 Bonds maturing on or after June 15, ____ are subject to redemption prior to maturity in whole or in part at the option of the Issuer on June 15, ____ or on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer at a redemption price equal to 100% of the principal amount of the

Series 2016 Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.

Section 2.4 Mandatory Sinking Fund Redemption. (a) The Series 2016 Bonds maturing on June 15, ____ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (June 15)	Mandatory Sinking Fund Redemption Amount

* Final Maturity Date

Upon redemption of any Series 2016 Bonds maturing on _____, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2016 Bonds maturing on _____, in such order of mandatory sinking fund date as shall be directed by the Issuer.

Section 2.5 Series 2016 Bonds Secured on a Parity with Outstanding Bonds. The Series 2016 Bonds shall be issued on a parity with the Issuer's Outstanding Bonds, such that the Series 2016 Bonds are secured by a pledge of the Net Revenues of the Issuer's System, which pledge is on a parity and equal to the pledge of the Outstanding Bonds.

Section 2.6 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2016 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2016 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2016 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2016 Bonds.

Section 2.7 Delivery of Bonds. It is hereby determined that the Series 2016 Bonds shall be authenticated and delivered to the Underwriter on such date upon which the Mayor and Underwriter shall mutually agree, upon payment of the purchase price thereof.

Section 2.8 Designation of Registrar. U.S. Bank National Association is hereby designated as Registrar for the Series 2016 Bonds, acceptance of which appointment shall be evidenced by execution of this Eighth Supplemental Indenture by the Registrar.

Section 2.9 Designation of Paying Agent. U.S. Bank National Association, is hereby designated as Paying Agent for the Series 2016 Bonds, acceptance of which appointment shall be evidenced by execution of this Eighth Supplemental Indenture by the Paying Agent.

Section 2.10 Limited Obligation. The Series 2016 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2016 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.11 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of a security interest in all of the Net Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2016 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall be prior to any judicial lien hereafter imposed on the Net Revenues to enforce a judgment against the Issuer on a simple contract.

Section 2.12 Compliance with Section 2.13 of General Indenture . The Issuer covenants and represents that the Series 2016 Bonds are being issued in compliance with Section 2.13 of the General Indenture in that:

(a) One hundred percent (100%) of the Net Revenues of the System in the Bond Fund Year ending June 30, 2015 (being the Bond Fund Year preceding the year in which the Series 2016 Bonds are issued) was at least (i) 125% of the average Aggregate Annual Debt Service Requirement on the Series 2016 Bonds and all other Bonds Outstanding, and (ii) 100% of the maximum annual debt service requirement on any indebtedness of the System with a lien on or pledge of Net Revenues subordinate to that of the Bonds issued hereunder, all as certified by an independent certified public accountant.

(b) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there will be in the Debt Service Reserve Fund the full amount required by the Indenture to be accumulated therein upon issuance of the Series 2016 Bonds.

(c) This Eighth Supplemental Indenture raised the amount to be accumulated within the Debt Service Reserve Fund to an amount no less than the Debt Service Reserve Requirement of all Bonds then outstanding on the date of issuance of the Series 2016 Bonds.

(d) The proceeds of the Series 2016 Bonds will be used to finance the Series 2016 Project, refund Bonds issued under the Indenture and pay costs of issuance.

(e) No Event of Default has occurred or is continuing under the Indenture.

Section 2.13 Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.13 the Registered Owner of all Series 2016 Bonds shall be, and the Series 2016 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(iii) of this Section 2.13, "DTC"). Payment of the interest on any Series 2016 Bond shall be made in accordance with the provisions of this Eighth Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2016 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2016 Bonds. Upon initial issuance, the ownership of each such Series 2016 Bond shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2016 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2016 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2016 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2016 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2016 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2016 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2016 Bond, (2) giving notices of redemption and other matters with respect to such Series 2016 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2016 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2016 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.12, no

person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Third Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Eighth Supplemental Indenture, the word "Cede" in this Third Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.13, and notwithstanding any other provisions of this Eighth Supplemental Indenture, the Series 2016 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2016 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2016 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2016 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2016 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2016 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2016 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2016 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2016 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2016 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2016 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2016 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period,

the Series 2016 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2016 Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2016 Bonds.

(iv) Notwithstanding any other provision of this Third Supplemental Indenture to the contrary, so long as any Series 2016 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2016 Bond and all notices with respect to such Series 2016 Bond shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2016 Bonds registered in the name of Cede pursuant to this Third Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

ARTICLE III

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1 Creation of Series 2016 Accounts. There is hereby established with the Trustee, a Series 2016 Account within the Construction Fund and a Series 2016 Account within the Debt Service Reserve Fund as previously created in Article III of the General Indenture.

Section 3.2 So long as any of the Series 2016 Bonds herein authorized remain unpaid, the foregoing Funds or Accounts established by the General Indenture, as amended and supplemented, shall be used for no other purpose other than those required by the General Indenture, as amended and supplemented, and the Act.

Section 3.3 Application of Proceeds of the Series 2016 Bonds. The Issuer shall deliver to the Trustee the proceeds from the sale of the Series 2016 Bonds in the amount of $_____ (representing the principal amount of the Series 2016 Bonds plus a net reoffering premium of $_____, less an underwriter's discount of $_____, [less a debt service reserve insurance premium of $_____ to be paid by the Underwriter on behalf of the Issuer]) and the Trustee shall deposit such proceeds as follows:

(a) the amount of $_____ into the Series 2016 Construction Account; and

(b) the amount of $_____ into the Escrow Account held by the Escrow Agent, [along with $_____ transferred from the debt service fund relating to the Refunded Bonds], sufficient to refund the Refunded Bonds as provided in the Escrow Agreement.

Section 3.4 Disbursements from Series 2016 Construction Account. Disbursements of moneys in the Series 2016 Construction Account shall be made by requisition in accordance with the provisions of Section 5.1 of the General Indenture; provided, however, that the costs of issuance shall be disbursed as instructed in a costs of issuance disbursement request, substantially in the form attached hereto as Exhibit B, to be delivered by the Issuer to the Trustee on the delivery date of the Series 2016 Bonds.

Section 3.5 Completion of the Series 2016 Project. Any unexpended balance remaining in the Series 2016 Construction Account after completion of the Project shall, at the direction of the Issuer, be paid into the Bond Fund.

Section 3.6 Debt Service Reserve Fund. [Upon the issuance of the Series 2016 Bonds, the Debt Service Reserve Requirement for all Bonds Outstanding shall initially equal $_____, and shall be funded by the Issuer with the previously deposited Reserve Instruments (in the amount of $_____) and cash previously deposited in the amount of $_____ and the Series 2016 Reserve Instrument in the amount of $_____. Said Series 2016 Reserve Indenture shall be deposited by the Trustee in

the Series 2016 Debt Service Reserve Account. Thereafter, the Issuer shall replenish the Series 2016 Debt Service Reserve Account as provided in Sections 5.2(c) and 5.5 of the General Indenture.

ARTICLE IV

[PROVISIONS CONCERNING THE SERIES 2016 RESERVE INSTRUMENT]

Section 4.1 Series 2016 Reserve Instrument. Upon the issuance of the Series 2016 Bonds, the Issuer shall cause the Reserve Instrument Provider to deliver the Series 2016 Reserve Instrument to the Trustee. Notwithstanding anything in the General Indenture to the contrary (except as relates to the limited obligation of the Series 2016 Bonds), the terms and conditions of this Article IV shall be controlling.

Section 4.2 Reporting Requirements. The Issuer will furnish, or cause to be furnished to the Reserve Instrument Provider:

(a) the annual budget of the Issuer within thirty (30) days after adoption of such budget;

(b) not later than one hundred eighty (180) days after the end of the fiscal year, audited financial statements of the Issuer prepared by an independent certified public accountant, together with a certificate of the Issuer stating that no Event of Default has occurred or is continuing under the Indenture;

(c) notice of any draw on the Debt Service Reserve Fund within two (2) business days after knowledge thereof other than (i) withdrawals of amounts in excess of the Debt Service Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds; and

(d) notice of any litigation or investigation that may have a material adverse effect on the financial position of the Issuer or the imposition, levy or collection of the Revenues, within thirty (30) days following the commencement of any proceeding relating thereto.

Section 4.3 Notices and Other Information. Any notice that is required to be given to holders of the Series 2016 Bonds (the "Bondholders"), any entity pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Trustee pursuant to the Indenture shall also be provided to the Reserve Instrument Provider simultaneously with the sending of such notices. The Issuer has entered into a continuing disclosure agreement with respect to the Series 2016 Bonds, and information will be posted on the Electronic Municipal Market Access (EMMA) pursuant to such agreement. All notices required to be given to the Reserve Instrument Provider shall be in writing and shall be sent by registered or certified mail addressed to:

Assured Guaranty Municipal Corp.,
31 West 52nd Street
New York, New York 10019
Attention: Managing Director - Surveillance
Re: Policy No. _____
Telecopy No. (212) 339-3556
Telephone: (212) 826-0100
E-mail: RiskManagementDept@assuredguaranty.com

(In each case in which notice or other communication refers to an Event of Default, a claim on the Series 2016 Reserve Instrument or any event with respect to which failure on the part of the Reserve Instrument Provider to respond shall be deemed to constitute consent or acceptance, then such demand, notice or other communication shall be marked to indicate "URGENT MATERIAL ENCLOSED" and shall also be sent to the attention of the General Counsel at the same address.)

(a) Insurer shall have the right to receive from the Issuer or the Trustee such additional information as it may reasonably request.

(b) The Issuer will permit the Reserve Instrument Provider to discuss the affairs, finances and accounts of the Issuer (including the System) or any information the Reserve Instrument Provider may reasonably request regarding the security for the Series 2016 Bonds with appropriate officers of the Issuer, and will use best efforts to enable Insurer to have access to the facilities, books and records of the Issuer (including the System) on any Business Day upon reasonable prior notice from the Reserve Instrument Provider to the Issuer.

(c) The Trustee shall, to the extent it is aware of such, notify Insurer of any failure of the Issuer to provide notices, certificates and other information under the Indenture.

(d) The prior written consent of the Insurer shall be a condition precedent to the deposit of any additional credit instrument provided in lieu of a cash deposit into the Series 2016 Debt Service Reserve Account.

(e) Notice of any default known to the Trustee or Issuer within five Business Days after knowledge thereof shall be given to the Reserve Instrument Provider.

(f) Prior notice of the advance refunding or redemption of any of the Series 2016 Bonds, including the principal amount, maturities and CUSIP numbers thereof shall be given to the Reserve Instrument Provider.

(g) Notice of the making of any claim in connection with any insolvency proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2016 Bonds shall be given to the Reserve Instrument Provider.

(h) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Indenture (other than for the issuance of Additional Bonds).

(i) Notice of the commencement of any proceeding by or against the Issuer commenced under the United States Bankruptcy Code or other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law hall be given to the Reserve Instrument Provider.

(j) Unless the Reserve Instrument Provider otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Series 2016 Construction Account shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Series 2016 Bonds.

(k) The Issuer will pay or reimburse the Reserve Instrument Provider any and all charges, fees, costs, losses liabilities and expenses which the Reserve Instrument Provider may pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations in connection with (i) any accounts established to facilitate payments under the Series 2016 Reserve Instrument, (ii) the administration, enforcement, defense or preservation of any rights in respect of the Indenture or any document executed in connection with the Series 2016 Bonds, including defending, monitoring or participating in any litigation or proceeding (including bankruptcy proceeding in respect of the Issuer) relating to the Indenture, (iii) the foreclosure against, sale or disposition of any collateral securing any obligations under the Indenture, if any, or the pursuit of any remedies under the Indenture, to the extent such costs and expenses are not recovered from such foreclosure, sales or other disposition, (iv) any amendment, waiver or other action with respect to, or related to the Indenture or the Series 2016 Reserve Instrument or (v) any action taken by the Reserve Instrument Provider to cure a default or termination of similar event (or to mitigate the effect thereof) under the Indenture; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Reserve Instrument Provider spent in connection with the actions descried in clauses (i) through (v) above. The Reserve Instrument Provider reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture. Amounts payable by the Issuer hereunder shall bear interest at the Late Payment Rate (defined below) from the date such amount is paid or incurred by the Reserve Instrument Provider until the date the Reserve Instrument Provider is paid in full.

(l) The obligation of the Issuer to pay all amounts due to the Reserve Instrument Provider shall be an absolute and unconditional special limited obligation of the Issuer (payable solely from the Net Revenues) and will be paid or performed strictly in accordance with the provisions of this Section,

irrespective of (i) any lack of validity or enforceability of or any amendment or other modifications of, or waiver with respect to the Series 2016 Bonds or the Indenture; (ii) any amendment or other modification of, or waiver with respect to the Series 2016 Reserve Instrument; (iii) any exchange, release or non-perfection of any security interest in property securing the Series 2016 Bonds or the Indenture; (iv) whether or not the Series 2016 Bonds are contingent or matured, disputed or undisputed, liquidated or unliquidated; (v) any amendment, modification or waiver of or any consent to departure from the Series 2016 Reserve Instrument or the Indenture; (vi) the existence of any claim, setoff, defense (other than the defense of payment in full) reduction, abatement, or other right which the Issuer may have at any time against the Trustee or any other person or entity other than the Reserve Instrument Provider, whether in connection with the transactions contemplated herein or any unrelated transactions; (vii) any statement or any other document presented under or in connection with the Series 2016 Reserve Instrument proving in any and all respects invalid, inaccurate, insufficient, fraudulent or forged or any statement therein being untrue or inaccurate in any respect; or (viii) any payment by the Reserve Instrument Provider under the Series 2016 Reserve Instrument against presentation of a certificate or other document which does not strictly comply with the terms of the Series 2016 Reserve Instrument.

(m) The Issuer shall fully observe, perform and fulfill each of the provisions (as each of those provisions may be amended, supplemented, modified or waived with the prior written consent of the Reserve Instrument Provider) of the Indenture applicable to it, each of the provisions thereof being expressly incorporated into this Section by reference solely for the benefit of the Reserve Instrument Provider as if set forth directly herein. No provision of the Indenture relating to the payment obligations of the Issuer thereunder or the priority accorded to the reimbursement of policy costs under the Indenture, shall be amended, supplemented, modified or waived in any material respect without the prior written consent of the Reserve Instrument Provider. The issuance of Additional Bond as provided in the Indenture does not refuse consent of the Reserve Instrument Provider. The Reserve Instrument Provider is hereby expressly made a third party beneficiary of the Indenture.

Section 4.4 Trust or Paying Agent. (a) The Reserve Instrument Provider shall receive prior written notice of any name change of the Trustee or the resignation, removal or termination of the Trustee or Paying Agent.

(b) Notwithstanding any other provision of the Indenture, in determining whether the rights of Bondholders will be adversely affected by any action taken pursuant to the terms and provisions thereof, the Trustee shall consider the effect on the Bondholders as if there were no Reserve Instrument.

Section 4.5 Provisions Relating to Series 2016 Reserve Instrument.

(a) For purposes of the Indenture, the Series 2016 Reserve Instrument constitutes a Reserve Instrument under the Indenture. The Issuer shall repay any draws under the Series 2016 Reserve Instrument and pay all related reasonable expenses incurred by the Reserve Instrument Provider as Reserve Instrument Repayment Obligations under the Indenture. Interest shall accrue and be payable on such draws and expenses from the date of payment by the Reserve Instrument Provider at the Late Payment Rate. "Late Payment Rate" means the lesser of (i) the greater of (A) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus three percent (3%), and (B) the then applicable highest rate of interest on the Series 2016 Bonds, and (ii) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Reserve Instrument Provider shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Reserve Instrument Provider, with the same force and effect as if the Issuer had specifically designated such extra sums to be so applied and the Reserve Instrument Provider had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

(b) Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Series 2016 Reserve Instrument Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Series 2016 Reserve Instrument Policy Costs related to such draw.

(c) Amounts in respect of Series 2016 Reserve Instrument Policy Costs paid to the Reserve Instrument Provider shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Reserve Instrument Provider on account of principal

due, the coverage under the Series 2016 Reserve Instrument will be increased by a like amount, subject to the terms of the Series 2016 Reserve Instrument.

(d) All cash and investments in the Debt Service Reserve Fund shall be transferred to the Bond Fund for payment of debt service on the Bonds before any drawing may be made on the Series 2016 Reserve Instrument or any other Reserve Instrument credited to the Debt Service Reserve Fund in lieu of cash. Payment of any Series 2016 Reserve Instrument Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Reserve Instruments for the Series 2016 Bonds (including the Series 2016 Reserve Instrument) on which there is available coverage shall be made on a pro rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Debt Service Reserve Fund. Payment of Series 2016 Reserve Instrument Policy Costs and reimbursement of amounts with respect to other Reserve Instruments shall be made on a pro rata basis prior to replenishment of any cash drawn from the Debt Service Reserve Fund. "Available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(e) If the Issuer shall fail to pay any Series 2016 Reserve Instrument Policy Costs in accordance with the requirements of Paragraph (a) hereof, the Reserve Instrument Provider shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Indenture other than (i) acceleration of the maturity of the Outstanding Bonds or (ii) remedies which would adversely affect owners of the Outstanding Bonds, provided however, the Issuer's Obligations are limited to Net Revenues.

(f) The Indenture shall not be discharged until all Series 2016 Reserve Instrument Policy Costs owing to the Reserve Instrument Provider shall have been paid in full. The Issuer's obligation to pay such amounts shall expressly survive payment in full of the Series 2016 Bonds.

(g) Pursuant to the Indenture, in order to secure the Issuer's payment obligations with respect to the Series 2016 Reserve Instrument Repayment Obligations there has been granted and perfected in favor of the Reserve Instrument Provider a security interest (subject only to that of the priority of payment provisions set forth in the Indenture in all Net Revenues pledged as security for the Outstanding Bonds).

(h) The Issuer shall include any Series 2016 Reserve Instrument Policy Costs then due and owing to the Reserve Instrument Provider in the calculation of the additional bonds test and the rate covenant in the Indenture.

(i) The Trustee shall ascertain the necessity for a claim upon the Series 2016 Reserve Instrument in accordance with the provisions thereof and

provide notice to the Reserve Instrument Provider in accordance with the terms hereof and of the Series 2016 Reserve Instrument at least five Business Days prior to each date upon which interest or principal is due on the Series 2016 Bonds. Where deposits are required to be made by the Issuer with the Trustee to the Debt Service Reserve Fund more often than semi-annually, as is the case in the Indenture, the Trustee shall give notice to the Reserve Instrument Provider of any failure to make timely payment in full of such deposits within two Business Days of the date due.

ARTICLE V
AMENDMENT TO GENERAL INDENTURE; APPOINTMENT OF SUCCESSOR TRUSTEE

Section 5.1 Amendment to Sections 8.6, 8.7 and 8.8 of the General Indenture. Pursuant to Section 9.2 of the General Indenture, (i) Sections 8.6, 8.7 and 8.8 of the General Indenture are hereby amended to read as follows below, (ii) by virtue of the purchase of the Series 2016 Bonds, the owners thereof are deemed to have consented to such amendments, (iii) as required by Section 9.2 of the General Indenture said purchasers of the Series 2016 Bonds represent the Registered Owners of more than 66 2/3% of the Bonds to be Outstanding upon the issuance of the Series 2016 Bonds and the refunding of the Refunded Bonds and (iv) the Reserve Instrument Provider and bond insurers of Bonds Outstanding have consented to such amendments as set forth in Exhibit C:

> Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Issuer, served personally or by registered mail or certified mail, and by registered or certified mail to each Reserve Instrument Issuer, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Issuer or by the Registered Owners as provided in Section 8.8 hereof; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.
>
> Section 8.7. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate Principal amount of Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth herein.
>
> Section 8.8. Appointment of Successor Trustee by Registered Owners; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer (or, if an Event of Default exists by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such

vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners). Every successor Trustee appointed pursuant to the provisions of this Section or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than $50,000,000.

Each Reserve Instrument Provider shall be notified by the Issuer immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Section 5.2 Notice of Amendment. Within 5 days following the execution of this Eighth Supplemental Indenture, the Trustee shall post notice of the foregoing amendments and of the replacement of the Trustee to the MSRB's EMMA website in the form attached as Exhibit D.

Section 5.3 Replacement of Trustee. In connection with the issuance of the Series 2016 Bonds, the Issuer has replaced Wells Fargo Bank, N.A. as trustee under the Indenture with U.S. Bank, N.A. and the purchasers of the Series 2016 Bonds are deemed to have consented to such replacement and the bond insurer and Reserve Instrument Provider under the Indenture have consented to such replacement.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Confirmation of General Indenture. As supplemented and amended by this Eighth Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this Eighth Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Eighth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

Section 6.2 Confirmation of Sale of Series 2016 Bonds. The sale of the Series 2016 Bonds to the Underwriter is hereby ratified, confirmed and approved by the Issuer.

Section 6.3 Severability. If any provision of this Eighth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Eighth Supplemental Indenture contained, shall not affect the remaining portions of this Eighth Supplemental Indenture, or any part thereof.

Section 6.4 Counterparts. This Eighth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.5 Applicable Law. This Eighth Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Utah.

Section 6.6 Effective Date. This Eighth Supplemental Indenture shall become effective immediately upon its execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Eighth Supplemental Indenture of Trust to be executed as of the date first written above.

OGDEN CITY, UTAH

(SEAL)

By:_____
Mayor

COUNTERSIGN:

By:_____
City Recorder

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:_____

Title:_____

EXHIBIT A

(FORM OF BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
OGDEN CITY
SEWER AND WATER REVENUE AND REFUNDING BONDS,
SERIES 2016

Number R _____ $_____

Interest Rate	Maturity Date	Original Issue Date	CUSIP
___%	____		

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

Ogden City, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on June 15 and December 15 of each year commencing _____ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the offices of U.S. Bank National Association, Corporate Trust Department ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds (the "Series 2016 Bonds") in the aggregate principal amount of $_____ issued by the Issuer pursuant to a General Indenture of Trust dated as of December 1, 1994, as previously amended and supplemented, and as further amended and supplemented by an Eighth Supplemental Indenture dated as of _____ 1, 2016 (collectively the "Indenture") and a resolution adopted on May 17, 2016 (the "Bond Resolution"), for the purpose of (i) financing improvements to the Issuer's water and sewer system (the "System"), including but not limited to [replacement of distribution pipes, fire flow and intake improvements, acquisition of a pump station and a well field,] and other related projects (hereinafter referred to as the "Series 2016 Project"), (ii) refunding certain outstanding sewer and water bonds of the Issuer and (iii) paying costs incurred in connection with the issuance of the Series 2016 Bonds. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Ogden City, Utah Sewer and Water Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this bond shall be paid the Net Revenues derived and to be derived from the Issuer's System, all as more fully described and provided in the Indenture.

As more fully provided in the Indenture, the Series 2016 Bonds shall be payable only from the Net Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

This Bond is secured by a pledge of the Net Revenues of the System, and is issued on a parity with the Issuer's Outstanding Bonds under the Indenture

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2016 Bonds, the terms upon which the Series 2016 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2016 Bonds and on all Series 2016 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2016 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2016 Bonds shall be in default, interest on the Series 2016 Bonds issued in exchange for Series 2016 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2016 Bonds surrendered.

The Series 2016 Bonds are subject to redemption at the times, in the amounts and with notice all as provided in the Indenture.

The Series 2016 Bonds are issued as fully registered Bonds in authorized denomination of $5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate offices of U.S. Bank National Association (the "Registrar") in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Net Revenues as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this bond and the issue of which it forms a part and all Bonds issued on a parity therewith and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it

forms a part, as authorized for issue under the Indenture, and that the Net Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

OGDEN CITY, UTAH

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Sewer and Water Revenue and Refunding Bonds, Series 2016 of Ogden City, Utah.

U.S. BANK NATIONAL ASSOCIATION,
As Trustee

By: _____
Authorized Officer

Date of Authentication: _____

(Assignment)

FOR VALUE RECEIVED, _____, the undersigned sells, assigns and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature:_____

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank National Association
Corporate Trust Department
170 South Main Street, Suite 200
Salt Lake City, Utah 84101

Pursuant to Section 3.3 of the Eighth Supplemental Indenture of Trust dated as of _____ 1, 2016, you are hereby authorized to pay to the following costs of issuance from the Series 2016 Construction Account:

[See Attached Schedule]

_____
MAYOR,
OGDEN CITY, UTAH

COSTS OF ISSUANCE

Payee	Purpose	Amount

EXHIBIT C

CONSENT OF BOND INSURER AND RESERVE INSTRUMENT PROVIDER

RE: OGDEN CITY, UTAH SEWER AND WATER REVENUE BONDS, SERIES 2008, SEWER AND WATER REVENUE REFUNDING BONDS, SERIES 2009 AND SEWER AND WATER REVENUE BONDS, SERIES 2013B

The undersigned officer of Assured Guaranty Municipal Corp. ("AGM"), on behalf of AGM and as successor to Financial Security Assurance Inc., hereby represents and covenants as follows:

1. Pursuant to Section 9.2 of the General Indenture of Trust dated as of December 1, 1994 (the "Indenture"), by and between Ogden City, Utah (the "Issuer") and Wells Fargo Bank, National Association (the "Initial Trustee"), AGM, as a bond insurer and Reserve Instrument Provider, hereby consents to the provisions of, and execution and delivery of, an Eighth Supplemental Indenture of Trust, dated as of _____, 2016, by and between the Issuer and U.S. Bank National Association, as successor trustee (the "Successor Trustee"), in substantially the form attached hereto as Schedule A, and the amendments to the Indenture made thereby and the appointment of the Successor Trustee.

2. The undersigned is authorized to execute this consent for and on behalf of AGM.

IN WITNESS WHEREOF, the undersigned has executed this consent for and on behalf of AGM on _____, 2016.

ASSURED GUARANTY MUNICIPAL CORP.

By: _____

Its: _____

SCHEDULE A

EIGHTH SUPPLEMENTAL INDENTURE

EXHIBIT D

NOTICE OF AMENDMENT TO INDENTURE AND REPLACEMENT OF TRUSTEE

OGDEN CITY, UTAH
SEWER AND WATER REVENUE BONDS

Ogden City, Utah (the "Issuer") has amended that certain General Indenture of Trust dated as of December 1, 1994 (the "Indenture"), as previously amended and supplemented, to allow the Issuer to replace the Trustee for the Issuer's Sewer and Water Revenue Bonds issued pursuant to said Indenture. Such amendments are set forth in an Eighth Supplemental Indenture of Trust, dated as of _____, 2016 and include the appointment of U.S. Bank National Association, as successor trustee.

Copies of such Eight Supplemental Indenture are available from U.S. Bank National Association by calling _____ at _____.

Dated: _____

OGDEN CITY, UTAH

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. ___)

$_____
OGDEN CITY, UTAH
SEWER AND WATER REVENUE AND REFUNDING BONDS,
SERIES 2016

BOND PURCHASE AGREEMENT

_____, 2016

Ogden City, Utah
2549 Washington Boulevard
Ogden, Utah 84401

The undersigned, _____, as underwriter (the "Underwriter"), and not as fiduciary or agent for you, offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with Ogden City, Utah (the "Issuer") which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 P.M., Utah Time, on _____, 2016. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Preliminary Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1 (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's $_____ aggregate principal amount of Sewer and Water Revenue and Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), at a purchase price of $_____ (representing the principal amount of the Series 2016 Bonds, plus a net reoffering premium of $_____ and less an Underwriter's discount of $_____) plus accrued interest, if any, from their dated date to the date of delivery of the Series 2016 Bonds to the Underwriter. The Series 2016 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto. The Series 2016 Bonds shall be as described in the Official Statement dated _____, 2016, of the Issuer relating to the Series 2016 Bonds (together with all appendices thereto, the "Official Statement") and shall be issued and secured under and pursuant to a General Indenture of Trust dated December 1, 1994 as heretofore amended and supplemented (the "General Indenture"), and as further supplemented by an Eighth Supplemental Indenture of Trust dated as of

_____ 1, 2016 (the "Eighth Supplemental Indenture," and together with the General Indenture, the "Indenture"), each by and between the Issuer and U.S. Bank National Association, as successor trustee (the "Trustee"), all as authorized pursuant to a resolution adopted by the Issuer on May 17, 2016 (the "Resolution"). The Series 2016 Bonds are payable from and secured solely by (i) all revenues, fees, income, rents and receipts derived by the Issuer (as further defined in the Indenture, the "Revenues") from or attributable to the water and sewer facilities owned and operated by the Issuer (collectively, the "System") after payment of operation and maintenance costs of the System as provided in the Indenture ("Net Revenues"), and (ii) all funds (other than the Rebate Fund and the Repair and Replacement Fund) established by the Indenture. The Series 2016 Bonds are being issued pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"). The proceeds from the sale of the Series 2016 Bonds will be used for the purpose of (a) financing the construction of improvements to the System and related improvements (the "Project"), (b) refunding a portion of the Issuer's currently outstanding Sewer and Water Revenue Bonds and (c) paying costs of issuance of the Series 2016 Bonds.

(b) The Issuer has previously issued its (i) Sewer and Water Revenue Bonds, Series 2008 (the "Series 2008 Bonds"); (ii) Sewer and Water Revenue Refunding Bonds, Series 2009 (the "Series 2009 Bonds"); (iii) Sewer and Water Revenue Bonds, Series 2012 (the "Series 2012 Bonds"); (iv) Sewer and Water Revenue Bonds, Series 2013A (the "Series 2013A Bonds"); and (v) Sewer and Water Revenue Bonds, Series 2013B (the "Series 2013B Bonds" and collectively with the Series 2008 Bonds, the Series 2009 Bonds, the Series 2012 Bonds, and the Series 2013A Bonds, the "Outstanding Parity Bonds"), which are payable from and secured by a pledge of the Net Revenues on a parity with the Series 2016 Bonds.

(c) [The increase in the Debt Service Reserve Requirement as a result of the issuance of the Series 2016 Bonds is equal to $_____ and will be satisfied by a debt service reserve policy (the "Reserve Policy") issued by Assured Guaranty Municipal Corp. ("AGM") for deposit into the Series 2016 Debt Service Reserve Account.]

Section 1.2 The Underwriter agrees to make a public offering of the Series 2016 Bonds at the initial offering prices or yields set forth on the inside front cover of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it deems necessary in connection with the marketing of the Series 2016 Bonds and offer and sell the Series 2016 Bonds to certain dealers (including dealers depositing the Series 2016 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (a) to over-allot or effect transactions which stabilize or maintain the market prices of the Series 2016 Bonds at levels above those which might otherwise prevail in the open market and (b) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.3 (a) By acceptance and approval of this Purchase Agreement, the Issuer hereby authorizes the use of copies of the following in connection with the public offering and sale of the Series 2016 Bonds: the Official Statement and the Indenture. The Issuer hereby agrees to provide to the Underwriter within seven business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer has heretofore "deemed final" the Preliminary Official Statement dated _____, 2016, relating to the Series 2016 Bonds (the "Preliminary Official Statement") for purposes of paragraph (b)(1) of Rule 15c2-12 and acknowledges and ratifies the use by the Underwriter prior to the date hereof, of the Preliminary Official Statement in connection with the public offering of the Series 2016 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking to be dated as of the Closing Date (the "Continuing Disclosure Undertaking") to provide annual reports and notices of certain events to the MSRB pursuant to the requirements of Section (b)(5) of Rule 15c2-12.

Section 1.4 At 9:00 a.m., Utah time, on _____, 2016, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the "Closing Date"), the Issuer will cause the Series 2016 Bonds to be delivered to the Underwriter in definitive form, duly executed and authenticated, and will deliver to the Underwriter the other documents herein mentioned at the offices of Ballard Spahr LLP, Salt Lake City, Utah, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2016 Bonds as set forth in Section 1.1(a) hereof by wire transfer, payable in Federal Funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2016 Bonds shall be issued in the form of one fully registered Bond for each maturity of the Series 2016 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC").

ARTICLE II

REPRESENTATIONS, WARRANTIES AND

AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1 The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by this Purchase Agreement, the Indenture,

and the Official Statement, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2 The Issuer has duly adopted and approved the Resolution in accordance with all requirements of Utah law and procedural rules of those respective bodies, and the Resolution is in full force and effect on the date hereof.

Section 2.3 The adoption of the Resolution and the execution and delivery of the Continuing Disclosure Undertaking, the Indenture, and this Purchase Agreement, compliance by the Issuer with the provisions of any or all of the foregoing documents and the application of the proceeds of the Series 2016 Bonds for the purposes described in the Preliminary Official Statement do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4 The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2016 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement and in the Indenture; and the execution, delivery and receipt of this Purchase Agreement, the Indenture and the Continuing Disclosure Undertaking, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2016 Bonds.

Section 2.5 Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court or administrative body pending or, to the best of the Issuer's knowledge, threatened against the Issuer, or to the knowledge of the Issuer, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the operation of the System, the Revenues of the System, the financial condition of the Issuer or the transactions contemplated by this Purchase Agreement and the Preliminary Official Statement, or would have an adverse effect on the validity or enforceability of the Series 2016 Bonds, the Resolution, the Indenture, or the Continuing Disclosure Undertaking, or which would in any way adversely affect the existence or any power of the Issuer or the titles of its officers to their respective positions or which would in any way adversely affect the excludability from gross income for federal income tax purposes of interest on the Series 2016 Bonds.

Section 2.6 When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Agreement, the Series 2016 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7 The Issuer is not in breach of or in default under any existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2016 Bonds, the Continuing Disclosure Undertaking, the Indenture, and this Purchase Agreement, and compliance with the provisions thereof, will not conflict with or constitute a breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8 No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Indenture, the Continuing Disclosure Undertaking or this Purchase Agreement, or which could have a material adverse effect on the financial condition of the Issuer, the operation of the System, the Revenues of the System or the transactions contemplated by this Purchase Agreement and the Preliminary Official Statement, or have an adverse effect on the validity or enforceability in accordance with their respective terms of the Series 2016 Bonds, the Resolution, the Indenture or the Continuing Disclosure Undertaking or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2016 Bonds.

Section 2.9 The information contained in the Preliminary Official Statement was, as of its date, and the information contained in the Official Statement is as of its date and will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (a) information provided to the Issuer in writing by the Underwriter or the Issuer's financial advisor and included on the cover page or inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2016 Bonds or (b) statements in the Preliminary Official Statement or the Official Statement relating to DTC, its book-entry system, [or AGM or the Reserve Policy].

Section 2.10 The Issuer has full power and authority to own and operate the System and to establish and collect the rates for the services provided by the System.

Section 2.11 The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2016 Bonds to be applied or result in such proceeds being applied in a manner other than as provided in the Indenture.

Section 2.12 The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2016 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2016 Bonds.

Section 2.13 The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2016 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2016 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.14 If between the date of this Purchase Agreement and 25 days following the "end of the underwriting period" (as defined under Rule 15c2-12), any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is so supplemented or amended prior to the Closing, such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2016 Bonds.

Section 2.15 When executed by the respective parties thereto, this Purchase Agreement, the Indenture and the Continuing Disclosure Undertaking will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms.

Section 2.16 The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Continuing Disclosure Undertaking, this Purchase Agreement, the Indenture, and any and all other agreements relating thereto.

Section 2.17 Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.18 The Issuer has obtained or will obtain all necessary licenses, permits, consents and approvals of any kind of any governmental body in order to operate the System.

Section 2.19 The Issuer has obtained or will obtain all necessary title, rights of way and easements in order to operate the System.

Section 2.20 With the exception of the Outstanding Parity Bonds, the Issuer has not otherwise pledged or assigned the Revenues other than to secure and pay the Series 2016 Bonds and the Series 2016 Bonds enjoy a first lien and pledge on the Net Revenues on a parity with the Outstanding Parity Bonds.

Section 2.21 The use of the System complies with, all applicable federal, State of Utah and local laws or ordinances (including rules and regulations) relating to zoning, building, safety, wetlands preservation and environmental quality.

Section 2.22 The Issuer has duly authorized and approved the issuance of the Series 2016 Bonds, the execution and delivery of the Indenture and this Purchase Agreement.

Section 2.23 Except as described in the Preliminary Official Statement, the Issuer is in compliance with each undertaking it has entered into pursuant to Rule 15c2-12 of the Securities Exchange Commission.

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1 The Underwriter has entered into this Purchase Agreement in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(i) At the time of Closing, (1) the Official Statement, the Indenture, the Resolution, the Continuing Disclosure Undertaking and this Purchase Agreement shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Ballard Spahr LLP, bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(ii) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal income tax purposes of interest to be received by any owners of the Series 2016 Bonds; or

(B) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2016 Bonds to be registered under the Securities Act of 1933, as amended, or any other "security," as defined in the Securities Act of 1933, as amended, issued in connection with or as part of the issuance of the Series 2016 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(C) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2016 Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities, or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have

a material adverse effect on the marketing or sale of the Series 2016 Bonds, including any action relating to (i) the tax-exempt status under Utah law of the interest to be received by any owner of the Series 2016 Bonds, or (ii) a limitation on the ability of the Issuer to fix and collect rates for the System, or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crises, financial or otherwise, (D) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2016 Bonds, (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or

(D) Any financial rating assigned to the Series 2016 Bonds, or any other obligations of the Issuer, by Standard & Poor's Ratings Services ("S&P"), Fitch Ratings ("Fitch"), or Moody's Investors Service, Inc. ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2016 Bonds; or

(E) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds, (B) to restrain or enjoin the operation of the System, (C) in any way contesting or affecting any authority for or the validity of the Series 2016 Bonds, any of the proceedings of the Issuer or the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2016 Bonds or (D) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(F) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2016 Bonds.

(iii) At or prior to the Closing, the Underwriter shall receive the following:

(A) (1) The approving opinion of Ballard Spahr LLP, Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix E to the Official Statement and (2) the approving opinion of Issuer's Counsel, dated the closing date, in form and substance satisfactory to the Underwriter and Bond Counsel;

(B) The supplemental opinion of Ballard Spahr LLP, dated the Closing Date and addressed to the Underwriter, substantially in the form attached hereto as Exhibit B;

(C) The Issuer's certificate, dated the Closing Date, signed by the Mayor of the Issuer and the City Recorder of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2016 Bonds, the operation of the System, or the collection of Revenues under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2016 Bonds or the adoption of the Resolution or the execution and delivery of the Indenture, the Continuing Disclosure Undertaking or this Purchase Agreement, the validity or enforceability of the Series 2016 Bonds, the Indenture, the Continuing Disclosure Undertaking or this Purchase Agreement, or the excludability from gross income for federal income tax purposes of interest on the Series 2016 Bonds, (iii) questioning or challenging the power of the Issuer to own and operate the System or to fix, charge and collect rates and charges in connection therewith, or (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of Revenues or the pledge of Net Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, the System and the application of the proceeds of sale of the Series 2016 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of the Closing Date do not, contain any

untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Indenture, the Continuing Disclosure Undertaking, and this Purchase Agreement have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Indenture, the Continuing Disclosure Undertaking, and this Purchase Agreement constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Indenture, the Continuing Disclosure Undertaking, and this Purchase Agreement and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(D) Copies of each of the Resolution, the Indenture, the Continuing Disclosure Undertaking, and an Escrow Deposit Agreement relating to the refunding of the Refunded Bonds, each duly executed by each of the parties thereto;

(E) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2016 Bonds, including the use of proceeds of sale of the Series 2016 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(F) Copies of the Official Statement executed on behalf of the Issuer by the Mayor of the Issuer;

(G) Evidence satisfactory to the Underwriter that the Series 2016 Bonds have received ratings of "AA-" and "Aa3" from S&P and Moody's, respectively;

(H) [Evidence satisfactory to the Underwriter of the issuance by AGM of the Reserve Policy;]

(I) The verification report of _____;

(J) All documents, certificates and opinions required by the Indenture; and

(K) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2016 Bonds to the Underwriter, including rating agency fees, the costs of printing of the Series 2016 Bonds, advertising costs, the costs or printing, duplicating and mailing the Preliminary Official Statement, the Official Statement, the initial fees of the Trustee and escrow agent in connection with the issuance of the Series 2016 Bonds, the fees and expenses of Financial Advisor, Bond Counsel and counsel to the Issuer, verification agent fees, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

The Underwriter shall pay its customary costs in connection with the sale of the Series 2016 Bonds to the Underwriter.

ARTICLE V

GENERAL

Section 5.1 Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to _____ _____; Attention: _____. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to Ogden City, 2549 Washington Boulevard, Ogden, Utah 84401, Attention: Mayor, with a

copy thereof to Issuer's counsel, Gary R. Williams, Esq., at 2549 Washington Boulevard, Ogden, Utah 84401. The approval or other action or exercise of judgment by the Underwriter shall be evidenced by a writing signed on behalf of the Underwriter and delivered to the Issuer.

Section 5.2 This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2016 Bonds hereunder and regardless of any investigation made by the Underwriter or on its behalf.

Section 5.3 This Purchase Agreement shall be governed by the laws of the State of Utah.

Section 5.4 This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.5 The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2016 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2016 Bonds, and (vi) the Issuer received from the Underwriter its letter dated _____, 2016 addressed to the Issuer concerning the Underwriter's disclosure obligations relating to the Series 2016 Bonds under MSRB Rule G-17 and the Issuer, on _____, 2016, acknowledged receipt of such letter.

This Purchase Agreement shall become effective upon the execution by the Underwriter and the Issuer.

Very truly yours,

[UNDERWRITER]

By:_____

Title: _____

OGDEN CITY, UTAH

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(SEAL)

SCHEDULE A

$_____
OGDEN CITY, UTAH
SEWER AND WATER REVENUE AND REFUNDING BONDS,
SERIES 2016

Maturity Date (June 15)	Principal Amount	Interest Rate

EXHIBIT B

(FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL)

_____, 2016

[UNDERWRITER]
_____
_____

Re: $_____ Ogden City, Utah Sewer and Water Revenue and Refunding Bonds, Series 2016

We have acted as bond counsel to Ogden City, Utah (the "Issuer") in connection with the issuance of its $_____ aggregate principal amount of Sewer and Water Revenue and Refunding Bonds, Series 2016 (the "Bonds"), issued under and pursuant to a General Indenture of Trust dated December 1, 1994 as heretofore amended and supplemented (the "General Indenture"), and as further supplemented by an Eighth Supplemental Indenture of Trust dated as of _____ 1, 2016 (the "Eighth Supplemental Indenture," and together with the General Indenture, the "Indenture"), each by and between the City and U.S. Bank National Association, as successor trustee.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, opinions, records and other instruments as we deemed necessary or appropriate for the purpose of this opinion, including, without limitation, the Indenture, the Official Statement of the Issuer dated _____, 2016 relating to the Bonds (the "Official Statement"), and the Bond Purchase Agreement dated _____, 2016 (the "Purchase Agreement") by and between the Issuer and _____ (the "Underwriter").

In arriving at the conclusions hereinafter expressed, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal conclusions contained therein). We have assumed that all documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

Based on and subject to the foregoing, and in reliance thereon, we are of the opinion that:

1. The Purchase Agreement has been duly authorized, executed and delivered by the Issuer.

2. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

3. The statements in the Official Statement under the captions entitled "THE SERIES 2016 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE INDENTURE" insofar as such statements purport to summarize certain provisions of the Bonds and the Indenture and our firm's opinion concerning the federal tax implications of certain aspects of the Bonds, present a fair and accurate summary or extract of such provisions and implications in all material respects.

Because the primary purpose of our professional engagement as bond counsel was not to establish factual matters and because of the wholly or partially nonlegal character of many determinations involved in the preparation of the Official Statement, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement other than those set forth in the immediately preceding paragraph above and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as bond counsel, we met in conferences with your representatives, representatives of and counsel for the Issuer, the financial advisor to the Issuer and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in the above-mentioned conferences, and in reliance thereon and on the documents, certificates and opinions herein mentioned, we advise you that, during the course of our service as bond counsel, no information came to the attention of the attorneys of our firm rendering legal services in connection with such service, which caused them to believe that the Official Statement as of its date and as of the date of this opinion contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no opinion or belief is expressed as to the financial statements, numerical, financial, economic, demographic and statistical data, forecasts, charts, estimates, projections, assumptions, expressions of opinion, [any information about AGM or the Reserve Policy], or book-entry and The Depository Trust Company, and information contained under the captions "ESTIMATED SOURCES AND USES OF FUNDS," "DEBT SERVICE SCHEDULE FOR THE SERIES 2016 BONDS AND THE OUTSTANDING PARITY BONDS," "OGDEN CITY," "THE SYSTEM," "HISTORICAL AND PROJECTED REVENUES AND DEBT SERVICE COVERAGE OF THE SYSTEM," "DEBT STRUCTURE OF THE CITY," "FINANCIAL INFORMATION REGARDING THE CITY," and Appendices "A," "C," and "F" to the Official Statement).

We are furnishing this letter to you solely for your benefit. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to be relied upon by holders of the Bonds.

Respectfully submitted,

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

(See Transcript Document No. ___)

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE—Issued in Book-Entry Only Form

Ratings: S&P "_____"
Moody's "_____"
(See "BOND RATINGS" herein.)

In the opinion of Ballard Spahr LLP, Bond Counsel to the City, interest on the Series 2016 Bonds is excludable from gross income for purposes of federal income tax, assuming continuing compliance with the requirements of the federal tax laws. Interest on the Series 2016 Bonds is not a preference item for purposes of either individual or corporate federal alternative minimum tax ("AMT"); however, interest paid to corporate holders of the Series 2016 Bonds may be indirectly subject to AMT under circumstances described under "TAX MATTERS" herein. Bond Counsel is also of the opinion that interest on the Bonds is exempt from State of Utah individual income taxes under currently existing law. See "TAX MATTERS" herein.

$_____*

OGDEN CITY, UTAH

SEWER AND WATER REVENUE AND REFUNDING BONDS
SERIES 2016

Dated: Date of Delivery **Due: June 15, as shown on the inside cover**

The Series 2016 Bonds are issuable as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2016 Bonds. Purchases of Series 2016 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2016 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2016 Bonds. Interest on the Series 2016 Bonds is payable semiannually on June 15 and December 15 of each year, commencing [December 15, 2016], by U.S. Bank National Association, as Paying Agent, all as more fully described herein. Payment of the principal of and interest on the Series 2016 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE SERIES 2016 BONDS—Book-Entry System" herein.

The Series 2016 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity. See "THE SERIES 2016 BONDS—Redemption" herein.

The Series 2016 Bonds are being issued to (i) finance improvements to the City's water and sewer system (the "System"), including but not limited to [replacement of distribution pipes, fire flow and intake improvements, acquisition of a pump station and a well field,] and other related projects (collectively, the "Project"); (ii) refund a portion of the City's outstanding sewer and water revenue bonds; and (iii) pay the costs associated with the issuance of the Series 2016 Bonds.

The Series 2016 Bonds are special limited obligations of the City, payable solely from the Net Revenues of the System, moneys, securities, and funds pledged therefor in the Indenture. Neither the credit nor the taxing power of the City, the State of Utah (the "State") or any agency, instrumentality, or political subdivision thereof is pledged for the payment of the principal of, premium, if any, or interest on the Series 2016 Bonds. The Series 2016 Bonds are not general obligations of the City or the State or any agency, instrumentality, or political subdivision thereof. The issuance of the Series 2016 Bonds shall not directly, indirectly, or contingently obligate the City or the State or any agency, instrumentality, or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for the payment of the Series 2016 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

The Series 2016 Bonds are offered when, as, and if issued by the City and received by the Underwriter, subject to the approval of their legality by Ballard Spahr LLP, Bond Counsel to the City. Certain legal matters will be passed upon for the City by Ballard Spahr LLP as disclosure counsel to the City. Certain legal matters will be passed upon for the City by Gary R. Williams, Esq., City Attorney. It is expected that the Series 2016 Bonds, in book-entry only form, will be available for delivery to DTC or its agent on or about _____, 2016.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated _____, 2016, and the information contained herein speaks only as of that date.

[UNDERWRITER]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

* Preliminary; subject to change.

$_____*
OGDEN CITY, UTAH
SEWER AND WATER REVENUE AND REFUNDING BONDS
SERIES 2016

MATURITIES, AMOUNTS, INTEREST RATES, AND PRICES OR YIELDS

Due (June 15)	Principal Amount	Interest Rate	Yield	CUSIP**
				676306 ___

[$_____ _____% Term Bond Due June 15, 20_____; Price _____% CUSIP** _____]

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* Preliminary; subject to change.

** The above-referenced CUSIP numbers have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2016 Bonds. None of the City, the Trustee or the Underwriter is responsible for the selection or use of such CUSIP numbers, and no representation is made as to its correctness on the Series 2016 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2016 Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

The information contained in this Official Statement has been furnished by the City, DTC and other sources that are believed to be reliable. No dealer, broker, salesperson, or other person has been authorized by the City, or the Underwriter to give any information or to make any representations other than those made herein. Any such other information or representations must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Series 2016 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinions herein are subject to change without notice and neither the delivery of this document nor the sale of any of the bonds shall, under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date hereof.

The Series 2016 Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any state securities commission has passed upon the accuracy or adequacy of this document. Any representation to the contrary is unlawful.

All inquiries relating to this Official Statement and the offering contemplated herein should be directed to the Underwriter. Prospective investors may obtain additional information which they may reasonably require in connection with the decision to purchase any of the Series 2016 Bonds from the Underwriter or the contact persons listed herein.

The prices or yields at which the Series 2016 Bonds are offered to the public may vary from the initial reoffering prices or yields on the inside cover page of this Official Statement. In addition, the Underwriter may allow concessions or discounts from the initial offering prices of the bonds to dealers and others. In connection with the offering of the Series 2016 Bonds, the Underwriter may effect transactions that stabilize or maintain the market price of the Series 2016 Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

[Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Forward-looking statements are included in (but not solely limited to) the Official Statement under the captions "ESTIMATED SOURCES AND USES OF FUNDS," "THE SYSTEM," "HISTORICAL AND PROJECTED REVENUES AND DEBT SERVICE COVERAGE OF THE SYSTEM," and "DEBT STRUCTURE OF THE CITY—Future Financing Plans." The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.]

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2016 Bonds.

$_____*

OGDEN CITY, UTAH
SEWER AND WATER REVENUE AND REFUNDING BONDS
SERIES 2016

2549 Washington Boulevard
Ogden, Utah 84401
(801) 629-8150

MAYOR AND CITY COUNCIL

Michael P. Caldwell ..... Mayor
Marcia White ..... Council Chair
Bart Blair ..... Council Vice-Chair
Neil Garner ..... Councilmember
Richard Hyer ..... Councilmember
Luis Lopez ..... Councilmember
Ben Nadolski ..... Councilmember
Doug Stephens ..... Councilmember

CITY ADMINISTRATION

Mark Johnson. ..... Chief Administrative Officer
David Buxton ..... Chief Financial Officer
Lisa Stout ..... Comptroller
Brandee Johnson ..... Treasurer
Tracy Hansen ..... City Recorder
Jay Lowder ..... Public Services Director

TRUSTEE, PAYING AGENT & REGISTRAR [1]

U.S. Bank National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101
(801) 534-6051

COUNSEL TO CITY

Gary R. Williams, Esq.
2549 Washington Boulevard
Ogden, Utah 84401
(801) 629-8160

BOND COUNSEL

Ballard Spahr LLP
201 South Main Street, Suite 800
Salt Lake City, Utah 84111
(801) 531-3000

MUNICIPAL ADVISOR

Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

UNDERWRITER

[*To be determined*]

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* Preliminary; subject to change.

1 As successor Trustee to Wells Fargo Bank, N.A., as described herein.

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OFFICIAL STATEMENT

RELATING TO

$_____*
OGDEN CITY, UTAH
SEWER AND WATER REVENUE AND REFUNDING BONDS
SERIES 2016

INTRODUCTION

This Official Statement, including the cover pages, introduction, and appendices, provides information regarding (i) the issuance and sale by Ogden City, Utah (the "City") of its $_____* Sewer and Water Revenue and Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), initially issued in book-entry from only; (ii) the City; (iii) the water facilities owned and operated by the City (the "Water Facilities"); and (iv) the sewer facilities owned and operated by the City (the "Sewer Facilities" and together with the Water Facilities, the "System"). This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover pages and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2016 Bonds to potential investors is made only by means of the entire Official Statement.

See also the following appendices attached hereto: "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2015," "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE INDENTURE," "APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND WEBER COUNTY," "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING," "APPENDIX E—PROPOSED FORM OF BOND COUNSEL OPINION," and "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM."

The City

The City incorporated in 1851, covers an area of approximately 27 square miles and is the county seat of Weber County, Utah (the "County"). The City is located approximately 35 miles north of Salt Lake City in the center of the County, adjacent to Interstate Highways I-15 and I-84, and U.S. Highway 89. The City's estimated population in 2014 was 84,316 and placed the City as the 7th largest city in the State of Utah (the "State") out of approximately 244 municipal entities.

For more complete information regarding the City, see "OGDEN CITY," "FINANCIAL INFORMATION REGARDING THE CITY," "DEBT STRUCTURE OF THE CITY," and APPENDICES A and C herein.

The System

The System consists of the Water Facilities and the Sewer Facilities. The Water Facilities service substantially all of the area within the City's boundaries. The Sewer Facilities service most of the City except for a small portion of the City which utilizes septic tanks. See "THE SYSTEM" herein.

Authority and Purpose

The Series 2016 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (together, the "Act"); (ii) a General Indenture of Trust dated December 1, 1994

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* Preliminary; subject to change.

as heretofore amended and supplemented (the "General Indenture"), and as further supplemented by an Eighth Supplemental Indenture of Trust dated as of _____ 1, 2016 (the "Eighth Supplemental Indenture," and together with the General Indenture, the "Indenture"), each by and between the City and U.S. Bank National Association, as successor trustee (the "Trustee"); and (iii) a resolution adopted by the City Council of the City (the "City Council") on May 17, 2016, which provides for the issuance of the Series 2016 Bonds.

The Series 2016 Bonds are being issued to (i) finance improvements to the System, including but not limited to [replacement of distribution pipes, fire flow and intake improvements, acquisition of a pump station and a well field,] and other related projects (collectively, the "Project"); (ii) refund a portion of the City's outstanding Sewer and Water Revenue Bonds, Series 2008 (the "Series 2008 Refunded Bonds") and a portion of the outstanding Sewer and Water Revenue Refunding Bonds, Series 2009 (the "Series 2009 Refunded Bonds," and together with the Series 2008 Refunded Bonds, the "Refunded Bonds"); and (iii) pay the costs associated with the issuance of the Series 2016 Bonds.

Security for and Sources of Payment of the Bonds

The Series 2016 Bonds will not be a general obligation of the City, the State of Utah (the "State") or any agency, instrumentality or political subdivision thereof. Neither the faith and credit nor the taxing power of the City, the State or any agency, instrumentality or political subdivision thereof will be assigned or pledged for payment of the Series 2016 Bonds. The City will not mortgage or grant a security interest in the System to secure payment of the Series 2016 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" below.

The City has previously issued under the Indenture its (i) Sewer and Water Revenue Bonds, Series 2008 (the "Series 2008 Bonds") currently outstanding in the amount of $42,930,000; (ii) Sewer and Water Revenue Refunding Bonds, Series 2009 (the "Series 2009 Bonds") currently outstanding in the amount of $3,755,000; (iii) Sewer and Water Revenue Bonds, Series 2012 (the "Series 2012 Bonds") currently outstanding in the amount of $3,676,000; (iv) Sewer and Water Revenue Bonds, Series 2013A (the "Series 2013A Bonds") currently outstanding in the amount of $4,912,000; and (v) Sewer and Water Revenue Bonds, Series 2013B (the "Series 2013B Bonds") currently outstanding in the amount of $12,440,000. Upon refunding of the Refunded Bonds, the Series 2008 Bonds will be outstanding in the amount of $3,285,000* and the Series 2009 Bonds will be outstanding in the amount of $1,490,000*. The unrefunded Series 2008 Bonds, the unrefunded Series 2009 Bonds, the Series 2012 Bonds, the Series 2013A Bonds, and the Series 2013B Bonds are collectively referred to herein as the "Outstanding Parity Bonds." The Outstanding Parity Bonds are payable from and secured by a pledge of the Net Revenues on a parity with the Series 2016 Bonds.

The Series 2016 Bonds will be special, limited obligations of the City, payable from and secured solely by a pledge and assignment of the Net Revenues from the System and moneys on deposit in the funds and accounts (other than the Rebate Fund and the Repair and Replacement Fund) held by the Trustee under the Indenture on a parity with the Outstanding Parity Bonds and any Additional Bonds.

The Revenues of the System will be applied to pay the Operation and Maintenance Expenses of the System before being applied to pay principal of and interest on the Bonds.

The City may issue Additional Bonds payable on a parity with the Series 2016 Bonds and the Outstanding Parity Bonds upon complying with certain requirements set forth in the Indenture. Such Additional Bonds together with the Series 2016 Bonds and the Outstanding Parity Bonds are sometimes collectively referred to herein as the "Bonds." See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds" below.

Debt Service Reserve Requirement

Upon the issuance of the Series 2016 Bonds, the Debt Service Reserve Requirement with respect to the Series 2016 Bonds and the Outstanding Parity Bonds will equal $_____ and will be funded by (i) Reserve

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* Preliminary; subject to change.

Instruments issued by Assured Guaranty Municipal Corp. ("AGM" or "the Reserve Policy Provider") previously deposited in the Debt Service Reserve Fund totaling $_____; (ii) cash previously deposited in the Debt Service Reserve Fund in the amount of $590,504; and [(iii) by a debt service reserve policy issued by _____ (the "Reserve Policy") in the amount of $_____].

Registration, Denominations, Manner of Payment

The Series 2016 Bonds are issuable only as fully registered bonds without coupons and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Series 2016 Bonds. Purchases of Series 2016 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial Owners (as defined herein) of the Series 2016 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2016 Bonds.

So long as Cede & Co. is the registered Owner of the Series 2016 Bonds as nominee of DTC, references herein and in the Indenture to the bondowners or registered owners of the Series 2016 Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2016 Bonds.

Principal of, premium, if any, and interest on the Series 2016 Bonds (interest payable semiannually on June 15 and December 15 of each year, commencing [December 15, 2016], each an "Interest Payment Date") are payable through [Wells Fargo Bank, N.A., Denver, Colorado], as Paying Agent, to the registered owners of the Series 2016 Bonds, initially DTC. So long as DTC is the registered owner, it is required, in turn, to remit such principal and interest to its Participants, for subsequent disbursements to the Beneficial Owners of the Series 2016 Bonds, as described in "THE SERIES 2016 BONDS—Book-Entry System" herein.

Amendment to Indenture

The Indenture may be amended from time to time, as described in "APPENDIX B— EXCERPTS OF CERTAIN PROVISIONS OF THE INDENTURE –Supplemental Indentures." The Indenture currently permits only the Registered Owners to remove the trustee and appoint a successor trustee. The Eighth Supplemental Indenture will amend provisions of the General Indenture relating to the resignation, removal and appointment of a successor trustee to permit the City to take those actions, as further described in "APPENDIX B— EXCERPTS OF CERTAIN PROVISIONS OF THE INDENTURE–The Trustee." By their purchase and acceptance of the Series 2016 Bonds, the Series 2016 Bondholders shall be deemed to have consented and agreed to this amendment. With the issuance of the Series 2016 Bonds, the City has appointed U.S. Bank National Association, as successor Trustee to Wells Fargo Bank, N.A., the prior trustee, and by their purchase and acceptance of the Series 2016 Bonds, the Series 2016 Bondholders shall be deemed to have consented and agreed to the appointment of this successor trustee.

Tax-Exempt Status

In the opinion of Ballard Spahr LLP, Bond Counsel to the City, interest on the Series 2016 Bonds is excludable from gross income for purposes of federal income tax, assuming continuing compliance with the requirements of the federal tax laws. Interest on the Series 2016 Bonds is not a preference item for purposes of either individual or corporate federal alternative minimum tax ("AMT"); however interest paid to corporate holders of the Series 2016 Bonds may be indirectly subject to alternative minimum tax under circumstances described under "TAX MATTERS" herein.

Bond Counsel is also of the opinion that, under currently existing laws, interest on the Series 2016 Bonds is exempt from State of Utah individual income taxes.

Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Series 2016 Bonds.

Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2016 Bonds are offered when, as, and if issued and received by the Underwriter subject to the approval of legality by Ballard Spahr LLP, Bond Counsel to the City, and certain other conditions. Certain legal matters will be passed on for the City by Ballard Spahr LLP as disclosure counsel to the City. Certain legal matters will be passed on for the City by Gary R. Williams, Esq., City Attorney. It is expected that the Series 2016 Bonds will be available for delivery to DTC in book-entry form on or about _____, 2016.

Basic Documentation

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the City, the Series 2016 Bonds, the System, and the Indenture are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, and references herein to the Series 2016 Bonds are qualified in their entirety by reference to the form thereof included in the Indenture and the information with respect thereto included in the aforementioned document, copies of which are available for inspection at the principal office of the Trustee on or after the delivery of the Series 2016 Bonds. During the period of the offering of the Series 2016 Bonds, copies of the preliminary form of such document will be available from the "Contact Persons" as indicated below. Also see "APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE INDENTURE" below.

Contact Persons

As of the date of this Official Statement, the chief contact person for the City concerning the Series 2016 Bonds is:

Lisa Stout, Comptroller
Brandee Johnson, Treasurer
Ogden City
2549 Washington Blvd.
Ogden, Utah 84401
(801) 629-8761
lisastout@ogdencity.com
brandeejohnson@ogdencity.com

Additional requests for information may be directed to the following representative of the Municipal Advisor:

Laura Lewis – Principal
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700
laura@lewisyoung.com

THE SERIES 2016 BONDS

General

The Series 2016 Bonds are dated the date of their initial delivery and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2016 Bonds will be payable semiannually on June 15 and December 15 of each year, commencing [December 15, 2016]. Interest on the Series 2016 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. The Series 2016 Bonds will be issued as fully registered bonds, initially in book-entry form, in denominations of $5,000 or any integral multiple thereof, not exceeding the amount of each maturity.

The Series 2016 Bonds shall bear interest at the rates and shall mature on the dates and in the amounts as set forth on the inside front cover of this Official Statement.

The Series 2016 Bonds are special limited obligations of the City, payable solely from the Net Revenues, moneys, securities, and funds pledged therefor in the Indenture. Neither the credit nor the taxing power of the City, the State or any agency, instrumentality, or political subdivision thereof is pledged for the payment of the principal of, premium, if any, or interest on the Series 2016 Bonds. The Series 2016 Bonds are not general obligations of the City or the State or any agency, instrumentality, or political subdivision thereof. The issuance of the Series 2016 Bonds shall not directly, indirectly, or contingently obligate the City or the State or any agency, instrumentality, or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for the payment of the Series 2016 Bonds.

Interest on the Series 2016 Bonds will be paid on each Interest Payment Date to the registered owner thereof (initially DTC) as of the close of business on the Regular Record Date for such interest, which shall be the fifteenth day (whether or not a business day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Series 2016 Bonds on such Regular Record Date, and may be paid to the registered owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such registered owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on the Series 2016 Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee. Interest shall be paid by check or draft mailed on each Interest Payment Date to the registered owner (initially DTC) of each of the Series 2016 Bonds as the name and address of such registered owner appear on the record date in the Register.

Redemption

Optional Redemption. The Series 2016 Bonds maturing on or before June 15, ____ are not subject to redemption prior to maturity. The Series 2016 Bonds maturing on or after June 15, ____ are subject to redemption prior to maturity in whole or in part at the option of the Issuer on June 15, ____ or on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the City at a redemption price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.

[Mandatory Sinking Fund Redemption. The Series 2016 Bonds maturing on June 15, ____ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (June 15)	Mandatory Sinking Fund Redemption Amount
*	

* Final Maturity Date

Upon redemption of any Series 2016 Bonds maturing on _____, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2016 Bonds maturing on _____, in such order of mandatory sinking fund date as shall be directed by the City.]

Selection for Redemption. If fewer than all the Series 2016 Bonds are to be redeemed, the particular Series 2016 Bonds or portions of Series 2016 Bonds to be redeemed shall be selected by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate. In case any Series 2016 Bond shall be redeemed in part only, upon the presentation of such Series 2016 Bond for such partial redemption the City shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered

Owner thereof, at the expense of the City, a Bond or Bonds of the same series, interest rate, and maturity, in aggregate principal amount equal to the unredeemed portion of such Series 2016 Bond. The portion of any Series 2016 Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or an integral multiple thereof and in selecting portions of such Series 2016 Bonds for redemption, each such Series 2016 Bond shall be treated as representing that number of Series 2016 Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Series 2016 Bonds by $5,000.

Notice of Redemption. In the event any of the Series 2016 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2016 Bonds to be redeemed will be given by the Trustee, by mailing a copy of the redemption notice by first-class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of each Series 2016 Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Series 2016 Bond with respect to which no such failure has occurred. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. All Series 2016 Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

If at the time of mailing of any optional notice of redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Series 2016 Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee not later than the opening of business five days prior to the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

Book-Entry Only System

The Series 2016 Bonds originally will be issued solely in book-entry form to The Depository Trust Company or its nominee, Cede & Co., to be held in DTC's book-entry only system. So long as such Series 2016 Bonds are held in the book-entry only system, DTC or its nominee will be the registered owner or Holder of such Series 2016 Bonds for all purposes of the Indenture, the Series 2016 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2016 Bonds may be made in the denominations described above. For a description of the book-entry system for the Series 2016 Bonds, see "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM."

THE PROJECT

The proceeds of the Series 2016 Bonds will be used to finance improvements to the System, including but not limited to the following: replacement of distribution pipes, fire flow and intake improvements, acquisition of a pump station and a well field, and other related projects.

PLAN OF REFUNDING*

A portion of the proceeds from the Series 2016 Bonds will be applied to refund prior to their maturity the Series 2008 Refunded Bonds and the Series 2009 Refunded Bonds. The Refunded Bonds are being refunded to produce an economic savings. A portion of the proceeds of the Series 2016 Bonds will be deposited with _____, as escrow agent (the "Escrow Agent") pursuant to an Escrow Agreement (the "Escrow Agreement"), between the City and the Escrow Agent. The amounts so deposited with the Escrow Agent will be held in cash or invested in governmental obligations of the United States of America or obligations whose principal and interest are unconditionally guaranteed by the United States of America maturing in amounts and at rates sufficient to pay (i) the interest on the Series 2008 Refunded Bonds on their scheduled payment dates through June 15, 2018 (the "Series 2008 Redemption Date") and (ii) the redemption price (equal to 100% of the principal amount of the Series 2008 Refunded Bonds) of the Series 2008 Refunded Bonds on the Series 2008 Redemption Date and (x) the interest on the Series 2009 Refunded Bonds on their scheduled payment dates through June 15, 2019 (the "Series 2009 Redemption Date") and (y) the redemption price (equal to 100% of the principal amount of the Series 2009 Refunded Bonds) of the Series 2009 Refunded Bonds on the Series 2009 Redemption Date.

The following tables set forth the maturity dates, the maturity amounts, and interest rate of the Refunded Bonds scheduled to be refunded:

Series 2008 Refunded Bonds

Scheduled Maturity (June 1)	Principal Amount	Interest Rate
2019	$1,215,000	5.000%
2020	1,275,000	5.000
2021	1,340,000	5.000
2022	1,405,000	5.000
2023	1,475,000	5.000
2024	1,550,000	4.450
2028	6,980,000	5.000
2029	1,970,000	5.000
2030	2,065,000	5.000
2033	6,805,000	4.500
2038	8,565,000	4.625
2038	5,000,000	4.500

* Final maturity of term bond.

Series 2009 Refunded Bonds

Scheduled Maturity (June 1)	Principal Amount	Interest Rate
2020	$415,000	4.250%
2021	430,000	4.375
2022	450,000	4.400
2023	470,000	4.500
2024	500,000	4.625

Certain mathematical computations regarding the sufficiency of and the yield on the investments held in the Escrow Account will be verified by _____. See "ESCROW VERIFICATION" herein.

* Preliminary; subject to change.

ESTIMATED SOURCES AND USES OF FUNDS

Sources of Funds

Par Amount of the Series 2016 Bonds	$_____
[Reoffering Premium]	
Total	

Uses of Funds

Deposit to Construction Fund	$_____
Deposit to Escrow Account	
Costs of Issuance[1]	
Total	$

[1] Includes Underwriter's discount, municipal advisor's fees and costs, legal fees, rating agency fees, trustee fees, registrar and paying agent fees, [reserve surety premium,] printing fees, rounding amounts and other costs incurred in connection with the issuance and sale of the Series 2016 Bonds.

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DEBT SERVICE SCHEDULE FOR THE SERIES 2016 BONDS AND THE OUTSTANDING PARITY BONDS

The following table sets forth the debt service schedule with respect to the Series 2016 Bonds and the Outstanding Parity Bonds:

Fiscal Year Ending June 30	Principal*	Interest[1]	Outstanding Parity Bonds[1] [2]	Fiscal Total
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
Total				

(1) Amounts have been rounded. Includes principal and interest.
(2) Assumes refunding of Refunded Bonds.
* Preliminary; subject to change.
(Source: Municipal Advisor.)

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

The Series 2016 Bonds are special, limited obligations of the City, payable on a parity with the Outstanding Parity Bonds and any Additional Bonds solely by a pledge and assignment of Revenues from the System, after payment of Operation and Maintenance Expenses of the System, and moneys on deposit in the funds and accounts (other than the Rebate Fund and the Repair and Replacement Fund) established under the Indenture. The Series 2016 Bonds do not constitute a general obligation indebtedness or a pledge of the taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity or the State. The City will not mortgage or grant any security interest in the System, the improvements financed with the proceeds of the Series 2016 Bonds or any portion thereof to secure payments of the Series 2016 Bonds.

Flow of Funds

All Revenues shall be accounted for and maintained by the City in the Revenue Fund, which fund shall be kept separate and apart from all other accounts of the City and which shall be expended and used by the City only in the manner and order of priority specified below:

(a) As a first charge and lien on the Revenues, the City shall cause to be paid from the Revenue Fund from time to time as the City shall determine, all Operation and Maintenance Expenses of the System as the same become due and payable, and thereupon such expenses shall be promptly paid.

(b) As a second charge and lien on the Revenues, i.e., from the Net Revenues, the City shall, on or before the first day of each month, transfer and deposit into the Bond Fund, from the Revenue Fund, an amount equal to:

(i) approximately one-sixth of the interest falling due on the Bonds on the next succeeding interest payment date established for the Bonds; provided, however, that in the event that less than six months will transpire prior to the first interest payment date following the issuance of a Series of Bonds, the City shall transfer an amount equal to a fraction the numerator of which is one and the denominator of which is the number of full months to transpire prior to such Interest Payment Date times the amount of interest falling due on the Bonds on the next succeeding interest payment date established for the Bonds; plus

(ii) approximately one-twelfth of the principal and premium, and Sinking Fund Installments, if any, falling due on the next succeeding interest payment date established for the Bonds on which principal is due, provided, however, that in the event principal on a Series of Bonds is due on the first Interest Payment Date following the issuance of such Series, the City shall deposit an amount equal to a fraction the numerator of which is one and the denominator of which is the number of full months to transpire prior to such Interest Payment Date times the amount of principal and premium and Sinking Fund Installment, if any, due on such Interest Payment Date.

(c) As a third charge and lien on the Net Revenues, the City shall make the following monthly deposits:

(i) To the extent the Debt Service Reserve Requirement is not funded with a Reserve Instrument or Instruments, to the Debt Service Reserve Fund any amounts required by the Indenture to accumulate therein the Debt Service Reserve Requirement at the times and in the amounts provided in the Indenture, or a ratable portion (based on the amount to be transferred pursuant to subparagraph (ii) of this paragraph) of remaining Net Revenues if less than the amount necessary. Moneys in the Debt Service Reserve Fund shall be used only to prevent deficiencies in the payment of the principal of or interest on the Bonds resulting from a failure to deposit into the Bond Fund sufficient funds to pay debt service and Sinking Fund Installments on the Bonds. If funds shall have been withdrawn from the Debt Service Reserve Fund to pay debt service or Sinking Fund Installments, the City shall deposit Net Revenues in the Debt Service Reserve Fund sufficient in amount to restore such moneys so withdrawn within one year with twelve (12) substantially equal payments during such one-year period.

(ii) Equally and ratably to the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of such month, such amount of the remaining Net Revenues, or a ratable portion (based on the amount to be transferred pursuant to Subparagraph (i) of this Paragraph) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such monthly transfer or deposit of Net Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit.

(d) As a fourth charge and lien on the Net Revenues, the City shall deposit in the Repair and Replacement Fund any amount required by the Indenture to accumulate therein the Repair and Replacement Reserve

Requirement. In the event that the amount on deposit in the Repair and Replacement Fund is ever less than the Repair and Replacement Reserve Requirement for the Bonds then Outstanding (or, after the issuance of Additional Bonds, the amount required to be on deposit therein), from time to time, the City shall deposit to the Repair and Replacement Fund from the Revenue Fund all remaining Net Revenues of the System after payments required by Paragraphs (a), (b), and (c) above have been made, and other legally available moneys, until there is on deposit in the Repair and Replacement Fund an amount equal to the Repair and Replacement Reserve Requirement. There is currently no Repair and Replacement Reserve Requirement for the Bonds. Subject to the provisions of the following paragraph, this provision is not intended to limit, and shall not limit, the right of the City to deposit additional moneys in the Repair and Replacement Fund from time to time as the City may determine.

(e) Subject to making the foregoing deposits, the City shall use the balance of the Net Revenues accounted for in the Revenue Fund for:

(i) redemption of Bonds for cancellation prior to maturity by depositing the same into the Bond Fund;

(ii) refinancing, refunding, or advance refunding of any Bonds; or

(iii) for any other lawful municipal purpose.

Rate Covenant

The City covenants in the Indenture that while any of the principal and interest on the Bonds are outstanding or unpaid, or any Reserve Instrument Repayment Obligations are outstanding, the rates (including connection fees) for all services supplied by the System to the City and to its inhabitants and to all customers within or without the boundaries of the City will be sufficient (i) to pay the System's Operation and Maintenance Expenses, and (ii) to provide for each Bond Fund Year Net Revenues in an amount not less than 125% of the average Aggregate Annual Debt Service Requirement for the forthcoming year, plus if a Reserve Instrument shall be in effect with respect to any outstanding Bonds, the Reserve Instrument Repayment Obligations which the City anticipates will be due and payable for the forthcoming year; provided, however, that such rates must be reasonable rates for the type, kind, and character of the services rendered. There shall be no free service, and such rates shall be charged against all users of the System.

Debt Service Reserve Fund

The Indenture establishes a Debt Service Reserve Fund with respect to Bonds issued under the Indenture. The amount on deposit in the Debt Service Reserve Fund is to be an amount not less than the Debt Service Reserve Requirement, being an amount equal to the least of (i) 10% of the proceeds of all Series of Bonds determined on the basis of their initial purchase price to the public, (ii) the maximum Aggregate Annual Debt Service Requirement, or (iii) 125% of the average Aggregate Annual Debt Service Requirement. All or a portion of the Debt Service Reserve Requirement may be satisfied by a Reserve Instrument.

Upon the issuance of Additional Bonds or upon any refunding of Bonds issued under the Indenture the aggregate Debt Service Reserve Requirement for the Bonds then Outstanding and the Additional Bonds, if any, to be so issued will be determined based upon the Bonds to be Outstanding immediately following the issuance of the Additional Bonds or such refunding. The Debt Service Reserve Fund will equally and ratably secure all Bonds issued under the Indenture.

In the event funds on deposit in the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund for the Bonds, amounts available shall be transferred to the Bond Fund for such purposes.

Funds on deposit in the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of Reserve Instrument Coverage) may at any time be transferred to the Bond Fund. Moneys held in the Debt Service Reserve Fund shall be invested, at the direction of the City, in Qualified Investments. For a definition of the term "Qualified Investments," see "APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE INDENTURE" hereto.

The incremental increase in the Debt Service Reserve Requirement resulting from the issuance of each series of Additional Bonds shall either be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof, or (ii) subject to the prior written consent of all Reserve Instrument Providers of all Reserve Instruments then in effect deposited from available Net Revenues over a period not to exceed five years from the date of such issuance and delivery of such Series in not to exceed 60 equal monthly installments, or (iii) deposited from any combination of (i) and (ii) above.

Upon the issuance of the Series 2016 Bonds, the Debt Service Reserve Requirement with respect to the Series 2016 Bonds and the Outstanding Parity Bonds will equal $_____ and will be funded by (i) Reserve Instruments issued by Assured Guaranty Municipal Corp. previously deposited in the Debt Service Reserve Fund totaling [$_____]; (ii) cash previously deposited in the Debt Service Reserve Fund in the amount of $590,504; and (iii) by [the Reserve Policy in the amount of $_____].

The Reserve Policies

[*To be determined*]

Additional Bonds

No additional indebtedness, bonds or notes of the City payable on a priority to the pledge of Net Revenues for the payment of the Outstanding Bonds shall be created or incurred without the prior written consent of the owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes of the City payable on a parity with the Outstanding Bonds out of Net Revenues shall be created or incurred, unless Net Revenues of the System in the previous Bond Fund Year were at least equal to (i) 125% of the average Aggregate Annual Debt Service Requirement on all Bonds outstanding (including the Additional Bonds proposed to be issued) and (ii) 100% of the maximum annual debt service requirement on any indebtedness of the System, including indebtedness subordinate to the Bonds, all as more fully described (including certain other conditions) in the Indenture. See "APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE INDENTURE—The Bonds" for a list of the various requirements that need to be satisfied.

Amendment to Indenture

The Indenture may be amended from time to time, as described in "APPENDIX B— EXCERPTS OF CERTAIN PROVISIONS OF THE INDENTURE –Supplemental Indentures." The Indenture currently permits only the Registered Owners to remove the trustee and appoint a successor trustee. The Eighth Supplemental Indenture will amend provisions of the General Indenture relating to the resignation, removal and appointment of a successor trustee to permit the City to take those actions, as further described in "APPENDIX B— EXCERPTS OF CERTAIN PROVISIONS OF THE INDENTURE–The Trustee." By their purchase and acceptance of the Series 2016 Bonds, the Series 2016 Bondholders shall be deemed to have consented and agreed to this amendment. With the issuance of the Series 2016 Bonds, the City has appointed U.S. Bank National Association, as successor Trustee to Wells Fargo Bank, N.A., the prior trustee, and by their purchase and acceptance of the Series 2016 Bonds, the Series 2016 Bondholders shall be deemed to have consented and agreed to the appointment of this successor trustee.

OGDEN CITY

General Information

The City, incorporated in 1851, covers an area of approximately 27 square miles and is the county seat of the County. The City is located approximately 35 miles north of Salt Lake City in the center of the County, adjacent to Interstate Highways I-15 and I-84, and U.S. Highway 89. The U.S. Census Bureau estimated the City's population in 2014 at 84,316 residents and the City ranks as the 7th largest city by population in the State out of approximately 244 municipal entities.

Form of Government

The City has a Council-Mayor form of government which divides the government into two independent branches, the executive and the legislative. The City Council consists of seven members. Continuity is provided by professional administration and by the election of councilmembers to overlapping four year terms.

The City Council is charged with the responsibility of performing the legislative functions of the City. The City Council performs three primary functions: it passes laws, adopts the City budget, and provides administrative oversight by conducting management and operational audits of City departments. The Mayor is responsible for implementing policies and managing the City through department directors.

The Mayor, current members of the City Council, and other officers of the City and their respective years of service and the expiration of their terms are as follows:

Office	Person	Years of Service	Expiration of Term
Mayor	Michael P Caldwell	5	January 2020
Councilmember, Chair	Marcia White	___	January 2018
Councilmember, Vice Chair	Bart Blair	7	January 2018
Councilmember	Neil Garner	7	January 2018
Councilmember	Richard Hyer	5	January 2020
Councilmember	Luis Lopez	___	January 2020
Councilmember	Ben Nadolski	___	January 2020
Councilmember	Doug Stephens	11	January 2020
Chief Administrative Officer	Mark Johnson	10	Appointed
Chief Financial Officer	David Buxton	4	Appointed
City Attorney	Gary R. Williams	15	Appointed
Comptroller	Lisa Stout	___	Appointed
Treasurer	Brandee Johnson	___	Appointed
City Recorder	Tracy Hansen	___[(2)]	Appointed

[(2)] This amount represents total years worked at the City. Ms. Hansen has been in her present position for approximately [four] years.

Employee Workforce and Retirement System

The City currently employs approximately ___ full-time and approximately ___ part-time and seasonal employees for a total of approximately ___ employees. The City is a member of and contributes to the Utah Local Government Contributory and Noncontributory Retirement Systems (the "Systems") and participates in a deferred compensation plan. The City makes contributions to the Systems equal to its required contributions for each year.

See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2015—Notes to the Financial Statements—Note 11. Retirement Plans" herein.

Other Post-Employment Benefits

The City reports that it has no other post-employment benefit obligations.

Risk Management

The City maintains insurance for general liability, auto liability, worker's compensation, and employee dishonesty through Utah Risk Management Mutual Association. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2015—Notes to the Financial Statements—Note 12. Risk Management."

Investment of Funds

Investment of Operating Funds; the Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended (the "Money Management Act"), governs the investment of all public funds held by public treasurers in the State. It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying "top credit ratings." The Money Management Act also provides for pre-qualification of broker dealers by requiring, among other things, that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the "Money Management Council") to exercise oversight of public deposits and investments. The law requires all securities be delivered versus payment to the public treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State's prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. The City has no investments in derivative or leveraged securities. A significant portion of City funds are invested in the Utah Public Treasurers' Investment Fund (the "Utah Treasurers' Fund").

The Utah Public Treasurers' Investment Fund. The Utah Treasurers' Fund is a public treasurers' investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers' Fund invests to ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the Utah Treasurers' Fund are promptly invested in securities authorized by the Money Management Act. Safe-keeping and audit controls for all investments owned by the Utah Treasurers' Fund must comply with the Money Management Act.

All investments in the Utah Treasurers' Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers' Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers' Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers' Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers' Fund except for any investment of State moneys in the Utah Treasurers' Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers' Fund must be rated "first tier" ("A-1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations. These securities represent limited risks to governmental institutions investing with the Utah Treasurers' Fund. Variable

rate securities in the Utah Treasurers' Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurers' Fund is reviewed monthly by the Money Management Council and is audited by the State Auditor.

See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2015—Notes to the Financial Statements—Note 2. Deposits and Investments."

Moneys from the sale of obligations issued by the City (including the Series 2016 Bonds) or pledged to the payment therefor are also on deposit in funds and accounts of the City and/or trustees of the City. Such funds are typically invested in the Utah Treasurer's Fund. Investment policies regarding such moneys are governed by the specific instruments pursuant to which such obligations were issued.

THE SYSTEM

[*Data below is from 2013 – to be updated*]

General

The System consists of the water system owned and operated by the City (the "Water Facilities") and the sewer system owned and operated by the City (the "Sewer Facilities"). The Sewer Facilities and the Water Facilities are considered one "System" under the Indenture. The System currently provides service to approximately 24,678 water users and approximately 23,228 sewer connections. (Differences in the number of Water Facilities and Sewer Facilities connections are due to (i) multiple unit dwellings which have separate meters for water use, but not sewer and (ii) a small number of residents who utilize a septic tank system, rather than the Sewer Facilities. It should also be noted that these numbers vary seasonally.)

The Water Facilities

General. The Water Facilities consist of a water distribution system, water sources and water storage facilities. The Water Facilities utilize four sources of culinary water. The Water Facilities include nine reservoirs at five sites to store excess water and to act as fire flow emergency storage facilities. The Water Facilities' pipelines connect the City's sources to the reservoirs and to the individual water users. The City operates pumps at its seven well sites. Additionally there are pump stations that serve each reservoir site. The Water Facilities are also comprised of miscellaneous items such as valves, fire hydrants, a telemetry system, individual service lines and meters.

The City's Water Facilities include a treatment plant, 359 miles of transmission and distribution lines, five booster pump stations, 34 pressure relief valve stations and numerous control valves and other appurtenances and facilities. The Water Facilities service an approximately 27-square mile area which covers substantially all of the area within the City's boundaries.

Pipe sizes in the Water Facilities range from 2" to 36" in diameter. Predominant distribution pipe sizes include 6" and 8" in diameter. Predominant transmission pipe sizes include 12" and 24" diameters. The Water Facilities are comprised of various types of piping material including C900 PVC, ductile iron, concrete cylinder, steel and cast iron. Customer service connections are metered with service lines ranging in size from 3/4" to 8" in diameter including 1/2" and 5/8" metered service. The majority of service pipes smaller than 2" diameter in the older areas of the City are galvanized. Plastic poly pipe service lines are required in new installations. Four inch and larger main lines are predominately ductile iron with some older lines being steel and cast iron. There are approximately 2,300 fire hydrants in the City. The City estimates the average age of the pipes in the Water Facilities is 40 years old.

Sources and Supplies of Water. The City's sources of water include (i) six wells known as the Pineview Wells, (ii) the Ogden City Water Treatment Plant ("WTP") served by Pineview Reservoir, Wheeler Creek, and Cold

Water Creek, (iii) the Taylor Canyon Well and (iv) the Weber Basin Water Conservancy District (the "Weber Basin Water"). These sources currently have a combined total capacity of 44 millions of gallons per day ("MGD").

Water Sources	Capacity (MGD)
Pineview Well #1	2.8
Pineview Well #2	1.2
Pineview Well #3	2.3
Pineview Well #4	2.2
Pineview Well #5	2.9
Pineview Well #6	3.6
Pineview Reservoir	15.4
Weber Basin Water (46th St)	4.3
Weber Basin Water (Harrison)	4.6
Weber Basin Water (Airport)	3.3
Taylor Canyon Well	1.4
Total	44.0

(Source: The City.)

Storage. The City has currently has 72.2 million gallons of storage, as shown in the table below. Based on peak day demand and a fire flow of 4,500 gpm for 120 minutes, the State minimum storage requirement for the City is 37.2 million gallons. The City substantially exceeds that requirement.

Storage Facility	Capacity (gallons)
46th Street	2,000,000
36th Street	5,000,000
23rd Street	59,900,00
9th Street	5,000,000
Taylor Canyon	300,000
Total	72,200,000

Water Usage. The City has an average per day demand of 255 gallons per person per day and a total daily usage of approximately 19 MGD. Historical peak day demand is 474.3 gallons per person per day and approximately 33 MGD. Currently any shortfall of capacity to peak day demand is satisfied by water in storage.

The following table sets forth the water usage and Water Facilities charges for services of the City for calendar years shown:

Calendar Year	Usage (gallons)	Water Charges[1] (Including Hookup Fees)
2013	4,561,487,500	$15,227,700[2]
2012	4,408,464,000	14,505,816
2011	4,307,415,800	13,549,552
2010	4,567,035,100	11,566,693
2009	4,829,206,014	11,734,047
2008	4,294,621,390	9,997,561
2007	4,340,983,325	7,839,013
2006	4,595,204,900	7,775,694
2005	4,479,092,390	6,930,588
2004	4,663,866,340	7,303,641

(1) The large increase in charges beginning in fiscal year 2009 is primarily due to rate increases adopted in conjunction with the issuance of the Series 2008 Bonds and to fund a capital improvement program.
(2) Projected.
(Source: The City.)

Water Connections. The City currently provides water service to approximately 24,678 active users of the System.

Water Rights, Licenses, Permits. Approvals and Environmental Considerations. The City is currently using water associated with City water rights that total 46,223 acre-feet; an additional 6,962 acre-feet of City water rights are currently not in use. Of the 46,223 acre-feet in use, 2,120 acre-feet is under a perpetual contract to Bona Vista Water Improvement District.

The City currently estimates that it has sufficient water rights and sources to meet its projected culinary water needs over the next twenty years. The City has obtained all applicable state and local licenses, permits and approvals necessary to operate the Water Facilities.

The Water Facilities are currently in compliance with all environmental laws and regulations applicable to its operations, including, but not limited to, the Safe Drinking Water Act of 1986 and the Utah Safe Drinking Water Act and the laws and regulations applicable to the disposal of solid and hazardous waste. The Water System also operates in compliance with all environmental, health and safety laws and regulations applicable to the use and disposal of chemicals used by the Water Facilities to make water drinkable.

Water Rates and Charges. The City has full and independent power, as granted by State law, to establish revenue levels and rate design for water service provided by the City. The City is not subject to rate regulation by any state or federal regulatory body, and is empowered to set rates effective at any time. However, such rates must be reasonable for the type of service provided. Water rates utilize a base rate determined by meter size and whether or not secondary water is used, plus an additional fee based on use (a fixed fee for the first 6,000 gallons used and an additional fee per 1,000 gallons used above 6,000 gallons). This fee structure was adopted in 2012 following the completion of a comprehensive financial sustainability plan that analyzed the revenue sufficiency of the water utility, the sanitary sewer utility and the storm drain utility (which is not a part of the System) to meet ongoing operations and maintenance and planned capital improvements. The Series 2013 Project was included in the financial sustainability review. Recognizing the need to generate funds for the planned improvements to the System, and based on the conclusions of the financial sustainability plan, the City increased its water rates and charges with the increases phased over three years. The following tables summarizes the City's current water rate structure, which includes the first two phases of the 2012 rate increase:

	Year-round Rate (with Secondary Water	*Winter Rate (without Secondary Water)*
Base Rate - 3/4" meter and smaller	$18.70	$18.70
Base Rate 1" meter	30.96	30.96
0 to 6,000 gallons used	1.61	1.61
6,001 to 12,000 per additional 1,000 gallons used	2.46	2.46
12,001 and above per additional 1,000 gallons used	3.20	3.20

	Summer Rates (without Secondary Water)
Base Rate - 3/4" meter and smaller	$18.70
Base Rate - 1" meter	30.96
0 to 6,000 gallons used	1.61
6,001 to 42,000 per additional 1,000 gallons used	2.46
42,001 to 84,000 per additional 1,000 gallons used	2.83
84,001 and above per additional 1,000 gallons used	3.20

Base Rate - 1 1/2" meter	$43.20	Base Rate 3" meter	$193.53
Base Rate - 2" meter	69.34	Base Rate 4" meter	243.46
		Base Rate 6" meter	541.83
All meters larger than 1'' - charge per 1,000 gallons (all usage charged)	$2.30	Base Rate 8" meter	993.00

Hookup Fees. The City also charges hookup fees to connect to its Water Facilities on a one-time basis in an amount ranging from $395 for the smallest main and tap size to $3,251 for the largest. Hookup fees are designed to cover the actual cost of connection to the System (they are not impact fees). Generally, for all new developments, hookup fees must be paid prior to connecting to the Water Facilities.

Major Users of the System. The largest user of the System (including both Water and Sewer Facilities) as a percentage of total operating revenue represents only 4.6% of total revenues. The next largest user is less than one-half of one percent of total revenues. The System is not dependent on any one user for a significant portion of its revenue. Usage is spread very evenly throughout the System.

Recent Improvements to the Water Facilities

The Water Facilities have been significantly improved in the last five years. Many of these improvements were funded with the Series 2008 Bonds. Storage was added or increased in three locations: 5 million gallons at 9th Street; 2.75 million gallons at 36th Street and 0.3 million gallons at Taylor Canyon. These improvements have placed storage in more strategic locations and decreased reliability on the large 23rd Street reservoirs. In addition, the 23rd Street reservoirs were substantially upgraded by replacing the flexible cover system and installing new valves and control structures.

A well was completed at Taylor Canyon to add an additional source. The transmission line from 23rd Street to the 36th Street tank was replaced and upsized. The transmission line at 46th Street was also replaced. A transmission line from 36th Street to 46th Street is nearly complete and will provide redundancy to the Water Facilities by allowing water to move either north or south as needed. There are numerous other distribution lines that were replaced due to age. All of these improvements have made the Water Facilities more reliable and decreased the risk that a large unexpected capital expenditure will surface.

The largest project recently has been the replacement of the main 24" supply line down the Ogden Canyon between the treatment plant and the City boundary. It is estimated that water losses were in excess of 1 MGD in the pipeline that was replaced. This project greatly increased the ability to supply water to the City. It also ensured that a reliable line exists in the most critical portion of the Water Facilities.

Approximately $60 million has been spent upgrading the Water Facilities in the last five years. These improvements have vastly improved the reliability and function of the System.

Needed Investments in the Water Facilities

The City has recognized the need to improve delivery and the quality of the culinary water in the City. To accomplish this goal it has reviewed previous reports and proposed master plans developed by several consultants. System administration, in cooperation with the City's engineering division, has developed a Capital Improvement Plan (the "CIP") and schedule of construction for improvements to the Water Facilities. The City's main goal in developing this plan was to identify critical infrastructure requirements and address specific inadequacies in the Water Facilities. As previously noted, many needed improvements have already been completed in recent years. The main focus of the future is replacing old facilities and improving some pressure and fire flow issues. Discussed below are key components of the CIP related to the Water Facilities.

Filter Plant Reconstruction: Currently, the greatest need of the Water Facilities is the replacement of the filter plant. The current plant is over 60 years old and has many structural deficiencies that were serious enough to warrant a complete reconstruction. The new plant will utilize new technology that will lower costs and improve water consistency and quality. The cost of this replacement is approximately $11,600,000 and in included in the Project.

Meter Replacement: The City has been in the process of replacing all of its residential water meters. The new meters are providing more accurate information about the amount of water used and help identify leaks on the customer side of the meter. A significant secondary benefit of the new meters is the opportunity to implement an

equal payment plan for customers which will especially benefit customers who use culinary water for summer irrigation. The last phase of the meter replacement project will cost approximately $1,515,000 and in included in the Project.

Water Main Replacements: Water main breaks have been a major problem in the City. The average age of the water mains is 40 years old and some water mains are more than 50 years old. The CIP includes a plan for an aggressive water main replacement program to address the effects of an aging infrastructure that the City has experienced. The CIP will replace and install main lines throughout the City to bring fire flow to adequate pressures to both residential and commercial portions of the City.

The recently completed rate study accounts for replacement of nearly $15 million of these old lines. The ten-year plan calls for an additional $16 million worth of the replacements. It is also anticipated that after the ten-year plan is completed that $3.8 million per year will be spent to replace aging pipes at a rate of 1.2% of the pipe network each year. The City is proactively planning for these costs while maintaining adequate cash on hand for unforeseen projects.

Pineview Well Field Upgrade: Within the next ten years it is anticipated that new wells will need to be developed at the City's well field near Pineview Reservoir. The cost for this project is estimated at $3.675 million. This project, like the others described above, was accounted for during the recent rate increases. It is anticipated that cash will be accumulated so that another bond issue will not be necessary for this project.

The Sewer Facilities

General. The Sewer Facilities consist of approximately 335 miles of 6" to 52" sewer collection and trunk main lines. The Sewer Facilities service a 26-square mile area, which covers all areas within the City's boundaries, except for a handful of residential properties which utilize septic tanks.

Central Weber Sewer Improvement District ("CWSID") provides wholesale sewer treatment services to 15 communities, including the City and portions of unincorporated Weber County.

Sanitary sewer waste water is collected by gravity flow, with two lift stations in the City. Pipe sizes in the Sanitary Sewer System range from 6" to 52" in diameter. Predominant collection pipe sizes include 6" and 10" diameters. Predominant trunk main pipe sizes include 18", 24", 36", 42", 48", and 52" diameters. The Sewer Facilities are comprised of various types of piping material including PVC, clay, ductile iron, concrete, reinforced concrete, and polyethylene. Sewer lines are typically buried to an average depth of 8 feet utilizing standard 4-foot and 8-foot concrete manholes. Customer service connection lines are typically 4" in diameter. There are no City-owned sewer pump stations.

Current Sewer Utility Fund Utilization. The revenue received for sewer services on monthly utility bills is part of the Revenues under the Indenture and funds Operation and Maintenance Expenses for the System and then debt service on the Bonds. Prior to 2005, the storm drain system was considered to be part of the Sewer Facilities and the City's audited financial statements combined financial information for these facilities. Since 2005, the Sewer Facilities and the storm drain facilities have been managed internally under separate budgets and their respective revenues, expenditures and capital projects managed under separate accounts. To date, the audited financial statements continue to combine these facilities, but the City has recognized the need to separate them in the future. It should also be noted that the City has issued bonds and is in the process of issuing bonds secured by the net revenues of the storm drain system.

The City has covenanted to provide a break-out of financial information regarding the System as part of the supplementary information within the City's audited financial statements beginning with the fiscal year ended June 30, 2013, and to provide separate audited proprietary fund statements for the storm drain system on or before the audited financial statements for fiscal year ending June 30, 2015.

See "HISTORICAL AND PROJECTED REVENUES AND DEBT SERVICE COVERAGE OF THE SYSTEM," herein.

Sewer Connections and Sewer System Rates and Charges. Sewer Facilities customers are charged a base rate for sewer service based on their water meter size. Residential customers also pay a sewer usage fee based on average winter water use of $0.35 per 1,000 gallons of water usage over 6,000 gallons. For non-residential customers, the base rate does not include any minimum usage and the $0.35 per 1,000 gallons charge is collected on all water usage. The rate charged for sewer service includes both the cost of the City's Sewer Facilities as well as any charges collected from the City by CWSID. Although these costs are broken out in the utility bill, they are collected by City ordinance as a single combined charge. In addition, the sewer base rate automatically increases annually on July 1, based on the change in the prior calendar year's CPI.

The following table summarizes the monthly service rates as of July 1, 2013.

Meter Size	City Monthly Sewer Base Rate	CWSID Monthly Rate	Total Monthly Base Charge
3/4" and smaller	$13.87	$14.26	$28.13
1"	22.95	23.60	45.51
1 1/2"	32.04	32.94	64.98
2"	51.42	52.86	104.28
3"	143.54	147.55	291.09
4"	180.57	185.63	366.20
6"	401.87	413.11	814.98
8"	736.50	757.10	1,493.60

Connection to the Sewer Facilities is generally accomplished by a City crew at a cost of $334 per connection. However, larger developers are occasionally allowed to install their own connections with inspection by the City and preparation of a video showing the condition of the connections inside the pipe. The inspection charge for this type of connection is $92.25

Central Weber Sewer Improvement District Charges. The CWSID charges the City an average of $1,000,000 on a quarterly basis. The sewer rates above are calculated to generate the revenue required to offset in-house generated costs as well as treatment and pre-treatment charges imposed by the CWSID for treatment of all of the City's waste water. CWSID imposes two charges on the City. One is a prorated share of the normal operating costs of CWSID. The second is an additional fee imposed for heavier use of treatment capabilities by industrial customers. The following table shows total costs charged to the City for each of the fiscal years shown:

Year	2012[1]	2011	2010	2009	2008
Total Charges	$3,954,850	$3,189,825	$2,619,670	$1,940,117	$1,245,563

[1] Budgeted.

The increased billings from CWSID resulted primarily from an upgrade and expansion of the CWSID treatment plant.

Required Permits. The Sewer Facilities are currently in compliance with all laws and regulations applicable to its operations including the requirements of the State Division of Water Quality.

Needed Investments in the Sewer Facilities

The City has recognized the need to improve the Sewer Facilities. Many of the most critical projects were funded in connection with the Series 2008 Bonds. Recently, the City Planning Commission has reviewed and recommended for approval a sanitary sewer master plan. This master plan has been forwarded to the City Council for review and adoption. The recommendations in the master plan for investment in the Sewer Facilities call for all projects to be funded without the need to issue additional bonds for sewer projects. The master plan, relying on the conclusions and recommendations in the recently completed comprehensive financial sustainability plan, projects spending $500,000 per year over the next five years to address sewer pipe sections that currently require frequent maintenance to address known problems with sewage flow. In the succeeding five years (year 6-10 of the master plan), spending is projected to increase to $1,000,000 per year, for a total ten-year cost of $7.5 million dollars.

Comparable Water and Sewer Rates and Charges

The following table shows the sewer and water rates charged by other Utah cities as compared to the current rates charged by the City. The total amounts calculated are based on a 3/4" residential connection without secondary water and an average usage of 6,000 gallons per month (the estimated usage for a family of four).

Summary of Average Monthly Fee for Sewer and Water Service

	Ogden	Roy	Clearfield	Layton	Salt Lake City
Water:					
Base Fee	$18.70	$6.65	$11.53	$12.85	$9.14
Gallons over base fee	9.66[(1)]	9.24	5.22	0.00[(2)]	6.06[(3)]
Sewer:					
Base fee	28.13[(4)]	14.35	19.25	17.45	12.24[(5)]
Total:	$56.49	$30.24	$36.00	$30.30	$27.44

(1) Includes rate of $1.61 per 1,000 gallons for the first 6,000 gallons.
(2) Layton's base rate includes usage up to 7,000 gallons.
(3) Salt Lake City's rates are based on cubic feet; amounts have been converted.
(4) The City does not impose a sewer usage fee until after 6,000 gallons of water use.
(5) Typical charge. For existing customers, Salt Lake City calculates a daily rate based on water usage in cubic feet ($1.53/cubic foot annualized). New customers have a base rate until they create a history.

(Source: The Municipal Advisor.)

Billing and Collection Procedures

All of the City's water customers are metered; meters are read monthly March through November for residential customers and monthly throughout the year for commercial customers. During the winter, water use is estimated and an appropriate adjustment is made to the bill when meters are read in the spring.

System service charges are delinquent when unpaid after approximately 17 days after the date of billing. If a bill remains unpaid for approximately 47 days after the date of billing, the City will send a user a shutoff notice and water service is discontinued. If the user subsequently remedies its default, the City will reestablish connection for water service for a charge of $40. If the amount billed remains unpaid more than 45 days after disconnection of service, the City may refer such delinquency to a third-party collection agency.

Management Discussion and Analysis

The System has been challenged by the need to keep pace with water and wastewater system maintenance and upgrades, due in large part to past deferred replacement projects. To meet this challenge, the City has implemented a work management program that assists it in tracking installations, repairs and maintenance to the System.

The City has reviewed its rate structure annually and increased rates since January 2008. An important part of the rate structure adopted at that time was the implementation of automatic annual increases based on the change in the prior calendar year's consumer price index. The new rates have improved the System revenue stream and allow the System to better meet its fiscal needs and plan for necessary capital projects. The new rates have also helped the System build a reserve of cash to create a contingency fund for emergency repairs and maintenance. Additionally, the new rate structure promotes efficient water use and communicates to City residents that limited water supply and increasing population make it imperative that the City embrace an aggressive conservation program. The block rate structure facilitates such conservation efforts.

The City has installed a SCADA (supervisory control and data acquisition) system on most of the System and has plans to expand the SCADA system to the rest of the System in the near future. The SCADA system allows the City to monitor the efficiency of the System and manipulate parts of the System remotely, allowing for a quicker response to fluctuations in water demand, as well as improvements to delivery and pressures throughout the System.

The City has implemented a meter management program by which it aggressively monitors, repairs and replaces meters throughout the City. New "automatic meter reading" (AMR) meters have been installed in three quarters of the City. The City anticipates having all AMR meters by next fiscal year. By monitoring System meters on a programmed basis the City will better maintain this large revenue resource. The City has also implemented a condition assessment program. Under this program, the City identified the most critical components of the System and developed a more targeted replacement schedule for its assets.

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HISTORICAL AND PROJECTED REVENUES AND DEBT SERVICE COVERAGE OF THE SYSTEM [*To be updated*]

			Actual			Estimated	Budgeted		Projected		
FISCAL YEAR	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Revenues											
Water Charges For Services (+ Metered Water Sales)	$13,828,441	$14,849,728	$16,462,661	$16,915,178	$17,462,432						
Weber Basin Water Tax Revenue	808,585	819,678	837,279	850,923	1,085,122						
Billing Charges To Sewer And Refuse	679,375	800,029	780,995	781,050	781,050						
Miscellaneous Water Income	5,457	2,753	4,682	15,967	2,747						
Sub-Total Water Revenues	15,321,858	16,472,188	18,085,617	18,563,118	19,331,351						
Sanitary Sewer Charges	9,449,467	10,544,934	10,097,700	14,601,820	10,595,390						
Miscellaneous Sewer Income	2,124	3,098	45,123	17,532	2,950						
Sub-Total Sewer Revenues	9,451,591	10,548,032	10,142,823	14,619,352	10,598,340						
Total Operating Revenues	24,773,449	27,020,220	28,228,440	33,182,470	29,929,691						
Expenditures											
Water Facilities:											
Personal Services	(3,200,314)	(3,389,109)	(3,491,047)	(3,520,307)	(3,423,773)						
Supplies	(641,405)	(583,098)	(593,338)	(327,056)	(726,199)						
Charges For Services	(3,084,678)	(1,994,837)	(1,482,465)	(1,858,579)	(2,140,142)						
Other Operating Expenses (Less Fiscal Charges)	(2,077,385)	(2,594,615)	(2,253,179)	(2,330,223)	(2,476,919)						
Sub-Total Water Expenses	(9,003,782)	(8,561,659)	(7,820,029)	(8,036,165)	(8,767,033)						
Sanitary Sewer Facilities:											
Personal Services	(430,640)	(514,844)	(490,651)	(1,162,181)	(466,505)						
Supplies	(44,499)	(53,221)	(29,087)	(44,441)	(29,025)						
Charges For Services	(3,898,464)	(4,786,096)	(5,692,988)	(6,211,557)	(5,727,890)						
Other Operating Expenses (Less Fiscal Charges)	(371,704)	(329,120)	(411,109)	(1,104,497)	(969,633)						
Sub-Total Sanitary Sewer	(4,745,307)	(5,683,281)	(6,623,835)	(8,522,676)	(7,193,053)						
Total Operating Expenditures	(13,749,089)	(14,244,940)	(14,443,864)	(16,558,841)	(15,960,086)						
Non-Operating Revenues											
Water System Interest Income	170,206	112,930	96,264	118,103	92,799						
Water System Sale of Assets	9,135	39,340	15,197	44,530	68,646						
Sanitary Sewer System Interest Income	59,321	59,008	76,499	124,341	64,208						
Total Non-Operating Revenues	238,662	211,278	187,960	286,974	225,653						
Total Net Revenues Available For Debt Service	$11,263,022	$12,986,561	$13,972,536	$16,910,603	$14,195,258						
Debt Service											
Series 2008 Bonds	(3,093,564)	(3,094,204)	(3,096,906)	(3,094,906)	(3,096,906)	(3,096,456)	(3,063,706)	(3,095,331)			
Series 2009 Bonds	(520,888)	(511,880)	(517,888)	(517,650)	(516,275)	(517,875)	(518,875)	(514,275)			
Series 2012 Bonds	–	–	(37,164)	(250,400)	(250,784)	(251,078)	(251,281)	(250,394)			
Series 2013A Bonds	–	–	(35,799)	(338,602)	(338,559)	(339,397)	(339,091)	(338,666)			
Series 2013B Bonds	–	–	–	(900,972)	(900,044)	(900,594)	(900,844)	(900,794)			
Series 2016 Bonds	-	-	-	-	-	–					
Total Debt Service	(3,614,451)	(3,606,084)	(3,687,757)	(5,102,530)	(5,102,568)	(5,105,399)					
Coverage Ratio:	***3.12***	***3.60***	***3.79***	***3.31***	***2.78***	***2.75***					

(a) Water revenues shown for fiscal year 2015 and beyond assume service revenue growth of [4.5%], which includes planned rate increases.
(b) All other revenues are inflated at a rate of [0.8%] compounded per year.
(c) Weber Basin Water Conservancy District property tax revenue is collected by Weber County and paid directly to and credited against charges for services to the City from Weber Basin Water.
(d) All sewer expenses are inflated at a rate of [2.9%] compounded per year.
(e) Annual Operation & Maintenance expense does not include fiscal charges and transfers to overhead.
(f) All water expenses are inflated at a rate of [2.7%] compounded per year.
(Source: The City and the Municipal Advisor.)

Additional Information

For additional information with respect to the City and its finances see "FINANCIAL INFORMATION REGARDING THE CITY," "DEBT STRUCTURE OF THE CITY," "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2015" and "APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND WEBER COUNTY."

DEBT STRUCTURE OF THE CITY

Outstanding Obligations of the City

See below for a list of outstanding debt obligations of the City as of [January 1], 2016.

OUTSTANDING SEWER AND WATER REVENUE BONDS

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2008[1]	Sewer & Water	$49,175,000	June 15, 2018*	$3,285,000*
2009[1]	Sewer & Water Refunding	5,585,000	June 15, 2019*	1,490,000*
2012	Sewer & Water	4,000,000	June 15, 2033	3,676,000
2013A	Sewer & Water	5,339,000	June 15, 2033	4,912,000
2013B	Sewer & Water	13,225,000	June 15, 2038	12,440,000
2016[1]	Sewer & Water	_____*	June 15, 20___*	_____*
Total				

[1] For the purposes of this table the Series 2016 Bonds are considered issued and outstanding and the Refunded Bonds, refunded.

* Preliminary; subject to change.

OUTSTANDING STORM DRAIN REVENUE BONDS

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2012	Storm Drain Refunding	$2,043,000	June 15, 2023	$1,522,000
2013[2]	Storm Drain	4,490,000	June 15, 2033	4,125,000
Total				$5,647,000

OUTSTANDING SALES TAX REVENUE BONDS

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2011	Refunding (Justice Court)	$1,737,000	March 1, 2026	$1,351,000

OUTSTANDING LEASE REVENUE BONDS

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2006	Refunding	$2,865,000	June 15, 2021	$1,505,000
2007	Stadium	3,000,000	January 15, 2028	[2,279,000]
Total				$3,784,000

OUTSTANDING REDEVELOPMENT AGENCY BONDS

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
–	25th Street (Eccles Bldg.)	$1,610,000	February 1, 2018	$475,000
–	Wall Ave. (Union Square)	675,000	February 1, 2019	285,000
2005A	Recreation Center	7,280,000	April 1, 2025	3,270,000
2006A	West 12th St.	3,500,000	April 1, 2017	1,305,000
2007	Fairmont District	3,300,000	March 1, 2018	825,000
2008A	West 12th St. (Bus Facility)	3,000,000	April 1, 2017	865,000
2016A	Refunding	12,035,000	April 1, 2027	12,035,000
2016B	Refunding	8,860,000	April 1, 2027	8,860,000
Total				$27,920,000

Future Financing Plans

[*For discussion*]

No Defaulted Bonds

The City has never failed to pay principal and interest when due on their respective outstanding bonded indebtedness or other obligations.

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

The accounts of the City are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting entity. The operations of each fund or account group are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures or expenses. The various funds are grouped by type in the combined financial statements.

Revenues and expenditures are recognized using the modified accrual basis of accounting in all governmental funds. Revenues are recognized in the accounting period in which they become both measurable and available. "Measurable" means that amounts can be reasonably determined within the current period. "Available" means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities, Title 10, Chapter 6, Utah Code Annotated 1953, as amended (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures. Under the Fiscal Procedures Act, the total of anticipated revenues must equal the total of appropriated expenditures.

On or before the first regular meeting of the City Council in May of each year, the Mayor is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The Mayor is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The tentative budget is then adopted by the City Council.

Prior to June 22 in each year, the final budgets for all funds, including City Council changes properly presented at the public hearing, are adopted by the City Council, unless the City is required to satisfy certain notice and hearing provisions of State law in connection with an increase in the City's ad valorem property tax revenues, in which case the final budgets must be adopted prior to August 17 or such later date as may be approved by the State Tax Commission. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be provided. Intra- and inter-department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

Five-Year Financial Summaries

The following tables summarize certain financial information regarding the City and have been extracted from the City's basic financial statements for the fiscal years ended June 30, 2011 through June 30, 2015. The following summaries themselves are unaudited.

OGDEN CITY, UTAH
Statement of Net Position—Governmental and Business-Type Activities
(This summary has not been audited.)

	As of June 30,				
	2015	2014	2013	2012	2011
Assets					
Current assets:					
Cash and investments	$69,194,659	$62,891,978	$58,513,242	$48,020,368	$38,958,429
Receivables (net allowance for uncollectible):					
Accounts	9,828,407	11,922,973	11,689,097	12,916,545	9,067,931
Taxes	22,871,762	22,852,403	22,604,908	21,829,748	21,388,720
Special assessments	83,445	184,683	324,299	105,351	82,177
Interest receivable	122,581	90,966	437,206	452,185	1,427,601
Inventory, at cost	1,313,433	1,193,578	1,130,080	1,166,539	1,173,352
Prepaid items	600,751	470,462	437,206	452,185	1,427,601
Total current assets	104,015,038	99,607,043	95,136,038	84,942,921	73,525,811
Noncurrent assets:					
Restricted assets:					
Cash	3,971,747	1,468,057	380,933	367,600	357,244
Investments	4,275,220	17,470,293	7,827,395	7,802,413	22,864,600
Accounts receivable	90,712	96,955	88,425	83,533	74,985
Investments in properties held for sale	452,750	404,750	72,031	38,808	6,574
Grant loans and other notes	750,000	750,000	10,485,503	13,053,223	12,638,664
Total restricted assets	9,540,429	20,190,055	18,854,287	21,345,577	35,942,067
Capital assets not being depreciated:					
Land	56,668,196	56,668,196	56,529,157	55,891,618	56,814,626
Construction–in–progress	23,721,019	8,064,592	5,152,190	6,026,688	21,649,559
Infrastructure	112,244,433	103,411,110	101,183,148	99,790,208	97,847,788
Capital assets, net of accumulated depreciation:					
Buildings and improvements	223,079,591	396,237,404	385,309,479	369,850,936	340,840,297
Machinery and equipment	12,943,719	31,836,917	30,306,364	30,924,160	27,146,205
Intangibles	981,394	1,152,755	1,057,104	948,584	788,409
Accumulated depreciation	–	(183,875,872)	(177,199,963)	(181,172,209)	(170,859,547)
Net pension asset	689,420	–	–	–	–
Notes receivable	618,836	596,836	574,836	–	–
Prepaid bond insurance	178,163	210,914	–	–	–
Deferred charges	–	–	3,541,156	3,636,569	3,766,666
Land held for community development	–	–	–	2,800,395	3,690,441
Total noncurrent assets	440,665,200	434,492,907	425,307,758	410,042,526	417,626,511
Total assets	544,680,238	534,099,950	520,443,796	494,985,447	491,152,322
Deferred outflows of resources					
Deferred outflows related to pensions	3,658,917	–	–	–	–
Total assets and deferred outflows of resources	548,339,155	534,099,950	520,443,796	494,985,447	491,152,322
Liabilities					
Current liabilities:					
Accounts payable	5,690,857	6,365,531	6,632,961	6,623,291	5,469,013
Accrued wages payable	869,555	649,625	687,434	483,021	1,345,502
Accrued compensated absences	1,213,913	1,194,369	1,180,508	1,144,248	1,186,465
Other payables and liabilities	3,798,139	3,733,797	3,289,720	2,711,576	3,044,526
Customer deposits payable	855,359	376,089	396,539	408,458	396,975
Claims payable	2,059,254	680,576	1,364,402	1,252,712	1,236,404
Line–of–credit	1,057,152	195,575	884,025	422,104	560,422
Deposits	2,631,136	3,506,766	–	–	–
Capital leases	–	1,173,560	–	–	–
Contracts payable	–	–	615,329	–	–
Unearned revenue	–	–	32,332,900	33,796,673	33,137,076
Accrued bond interest	305,311	304,871	222,492	419,058	562,004
Current portion of long–term liabilities	10,783,891	8,811,688	9,792,466	10,036,644	9,066,625
Total current liabilities	29,264,567	26,992,447	57,398,776	57,297,785	56,005,012
Noncurrent liabilities:					
Net pension liability	22,777,841	–	–	–	–
Due in more than one year	114,574,916	119,843,716	111,149,522	112,830,816	123,293,602
Total liabilities	166,617,324	146,836,163	168,548,298	170,128,601	179,298,614

	As of June 30,				
	2015	2014	2013	2012	2011
Deferred inflows of resources					
Property tax revenue	20,829,176	20,308,643	–	–	–
Deferred inflows related to pensions	2,938,952	–	–	–	–
Accrued investment derivative losses	583,204	1,384,941	2,193,382	3,618,518	2,524,780
Total deferred inflow of resources	24,351,332	21,693,584	2,193,382	3,618,518	2,524,780
Net position					
Net investment in capital assets	$308,401,554	$303,882,237	$291,041,128	$269,747,551	$268,637,399
Restricted–expendable:					
Grants and other programs	543,462	501,705	536,201	1,200,816	398,166
Debt service/replacement fund	9,168,792	3,651,794	2,657,075	1,199,516	1,560,463
Grant loans	–	–	10,485,503	11,750,381	12,638,664
Restricted–nonexpendable	410,000	410,000	410,069	422,486	418,633
Unrestricted	38,846,691	57,124,467	44,134,934	36,465,393	24,248,001
Total net position	$357,370,499	$365,570,203	$349,264,910	$320,786,143	$307,901,326

(Source: Information extracted from the City's 2011-2015 audited basic financial statements. This summary has not been audited.)

OGDEN CITY, UTAH
Balance Sheet
General Fund
(This summary has not been audited.)

	Fiscal Year Ended June 30,				
	2015	2014	2013	2012	2011
Assets					
Cash and investments	$7,338,707	$3,901,891	$7,325,046	$4,378,668	$3,614,781
Due from other funds	1,511,315	3,043,180	378,767	674,628	118,131
Receivables (net of allowance for uncollectible):					
Accounts	1,955,569	3,957,400	2,708,988	3,174,244	2,804,634
Taxes	10,880,570	10,796,465	11,456,453	11,245,054	10,919,762
Loans to other funds, net of allowance	2,152,333	2,741,407	3,330,482	3,419,558	4,008,633
Inventory, at cost	87,721	37,339	48,633	55,190	44,349
Prepaid items	43,000	45,000	18,666	42,346	73,222
Restricted assets:					
Cash	3,816,299	539,484	373,793	326,523	313,831
Investments in properties held for sale	452,750	404,750	–	–	–
Grant loans and other notes	7,142,483	7,825,235	10,485,503	11,750,381	12,638,664
Total assets	$35,380,747	$33,292,151	$36,126,331	$35,066,592	$34,536,007
Liabilities:					
Accounts payable	$1,675,587	$1,113,273	$1,155,353	$1,527,607	$1,744,569
Accrued wages payable	635,292	481,845	499,863	337,674	939,250
Other payables and liabilities	2,383,748	1,961,082	2,025,417	1,458,339	1,917,665
Short–term notes payable	1,057,152	195,575	884,025	422,104	560,422
Deposits and grant loans	8,797,038	9,785,815	–	–	–
Unearned revenue	–	–	20,193,224	22,345,423	22,622,408
Total liabilities	14,548,817	13,537,590	24,757,882	26,091,147	27,784,314
Deferred inflows of resources:					
Unavailable property tax revenue	8,837,984	8,740,355	–	–	–
Total deferred inflows of resources	8,837,984	8,740,355	–	–	–
Fund Balance:					
Nonspendable:					
Inventory	87,721	37,339	48,633	55,190	44,349
Prepaid items	43,000	45,000	19,920	42,346	73,222
Long–term loans to other funds	1,853,258	2,152,232	2,742,057	1,020,001	1,360,000
Properties held for sale	452,750	404,750	–	–	–
Spendable:					
Restricted:					
Debt service reserve	141,032	108,259	123,793	76,523	63,831
Unspent bond proceeds	3,325,267	–	–	–	–
Revolving loan program capital	350,000	431,225	250,000	250,000	250,000
Assigned:					
Accrued compensated absences	904,069	872,042	876,005	845,754	869,519
Downtown business promotion	138,900	32,431	54,740	202,781	158,100
Community development grants	–	1,407,730	–	–	–
General fund for encumbrances:					
City Council	177,850	71,925	31,000	46,626	45,050
Non–departmental	150,800	219,915	92,750	85,000	100,583
Community and economic development	1,750	14,500	18,670	112,259	136,664
Fire	10,000	100	–	–	–
Police	113,240	124,706	116,226	46,500	16,700
Public services	462,325	527,000	524,795	631,509	396,258
Management services	10,000	–	22,320	70,319	62,559
Mayor	–	9,500	2,163,559	1,930,018	597,837
Legal	–	–	29,267	–	–
Unassigned	3,771,984	4,555,552	4,254,714	3,560,619	2,577,021
Total fund balance	11,993,946	11,014,206	11,368,449	8,975,445	6,751,693
Total liabilities and fund balance	$35,380,747	$33,292,151	$36,126,331	$35,066,592	$34,536,007

(Source: Information extracted from the City's 2011-2015 audited basic financial statements. This summary has not been audited.)

OGDEN CITY, UTAH
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund
(This summary has not been audited.)

	Fiscal Year Ended June 30,				
	2015	2014	2013	2012	2011
Revenues:					
Taxes and special assessments	$34,191,113	$38,091,714	$37,445,113	$35,865,785	$34,557,757
Licenses and permits	2,439,734	2,301,809	1,789,847	2,285,419	1,817,655
Intergovernmental	9,632,057	6,822,806	7,712,677	7,385,017	7,222,608
Charges for services	7,897,247	7,228,630	6,577,440	6,557,954	6,287,963
Fines and forfeitures	1,976,082	2,168,991	2,193,546	2,930,273	2,906,270
Miscellaneous	111,433	94,658	82,428	1,185,708	892,849
Outside donations	1,219,330	1,142,701	1,080,848	36,250	482,149
Interest	95,099	55,606	8,319	148,198	66,802
Sale of property	4,177	–	2,507	16,833	16,638
Total revenues	57,566,272	57,906,915	56,892,725	56,411,437	54,250,691
Expenditures:					
Mayor	527,264	504,700	518,787	477,079	441,968
City Council	920,599	916,226	850,486	790,373	841,362
Management services	3,985,140	4,156,688	4,163,454	4,594,890	4,679,143
Corporate counsel	1,149,121	1,102,462	1,078,100	1,065,323	1,045,253
Non–departmental	4,484,300	3,182,242	2,909,919	3,029,171	2,980,253
Police	18,242,723	17,887,987	17,446,800	16,453,708	16,665,401
Fire	7,128,982	6,840,830	6,677,724	6,727,145	7,597,049
Public services	9,365,098	9,928,317	9,919,398	9,873,168	10,897,470
Community and Economic Development	11,925,607	9,343,143	8,571,079	8,394,772	9,357,020
Circuit Court	–	–	–	–	70,116
Debt service:					
Principal	2,104,333	2,000,000	2,236,000	2,022,000	1,950,000
Interest and fiscal charges	173,487	280,844	324,274	417,356	492,331
Bond issuance costs	–	–	–	34,500	–
Total expenditures	60,006,654	56,143,439	54,696,021	53,879,485	57,017,366
Excess of revenues over (under) expenditures	(2,440,382)	1,763,476	2,196,704	2,531,952	(2,766,675)
Other financing sources (uses):					
Operating transfers in	4,614,622	125,000	1,578,275	20,000	1,225,150
Operating transfers out	(1,194,500)	(2,242,719)	(1,381,975)	(1,049,100)	(1,174,100)
Refunded bonds redeemed	–	–	–	(1,680,000)	–
Issuance of debt	–	–	–	1,737,000	–
Total other financing sources (uses)	3,420,122	(2,117,719)	196,300	(972,100)	51,050
Net change in fund balances	979,740	(354,243)	2,393,004	1,559,852	(2,715,625)
Fund balance at beginning of year, restated	11,014,206	11,368,449	8,975,445	7,415,593	9,467,318
Fund balance at end of year	$11,993,946	$11,014,206	$11,368,449	$8 ,975,445	$6,751,693

(Source: Information extracted from the City's 2011-2015 audited basic financial statements. This summary has not been audited.)

LEGAL MATTERS

General

All legal matters incident to the authorization and issuance of the Series 2016 Bonds are subject to the approval of Ballard Spahr LLP, Bond Counsel to the City. The approving opinion of Bond Counsel will be delivered with the Series 2016 Bonds. The opinion of Bond Counsel will be in substantially the form set forth in "APPENDIX E" to this Official Statement. Certain legal matters will be passed upon for the City by Ballard Spahr LLP, as disclosure counsel to the City. Certain legal matters will be passed upon for the City by Gary R. Williams, Esq., City Attorney.

Absence of Litigation

A non-litigation certificate executed by Gary R. Williams, Esq., City Attorney, dated the date of original delivery of the Series 2016 Bonds, will be provided stating, among other things, that, to the best of his knowledge, after due inquiry, there is no action, suit, proceeding, inquiry or any other litigation or investigation, at law or in equity, before or by any court, public board or body, which is pending or threatened, challenging the creation, organization or existence of the City, or the titles of its officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds, or for the purpose of restraining or enjoining the operation of the System, the construction of the Project, or the collection of the Revenues, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2016 Bonds are issued or the validity of the Series 2016 Bonds or the issuance thereof.

TAX MATTERS

Federal Income Tax

Excludability of Interest. In the opinion of Ballard Spahr LLP, Bond Counsel to the City, interest on the Series 2016 Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2016 Bonds, assuming the accuracy of the certifications of the City and continuing compliance by the City with the requirements of the Internal Revenue Code of 1986. Interest on the Series 2016 Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax; however, interest on Series 2016 Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal alternative minimum tax because of its inclusion in the adjusted current earnings of a corporate holder.

Original Issue Premium. Certain of the Series 2016 Bonds may be offered at a premium ("original issue premium") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of a Series 2016 Bond through reductions in the holder's tax basis for the Series 2016 Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortization of premium does not create a deductible expense or loss. Series 2016 Bondholders should consult their tax advisers for an explanation of the amortization rules.

Original Issue Discount. Certain of the Series 2016 Bonds may be offered at a discount ("original issue discount") equal generally to the difference between public offering price and principal amount. Original issue discount on a Series 2016 Bond accrues as tax-exempt interest periodically over the term of the Series 2016 Bond. The accrual of original issue discount increases the holder's tax basis in the Series 2016 Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Bondholders should consult their tax advisors for an explanation of the accrual rules.

State of Utah Income Tax

Bond Counsel is also of the opinion that interest on the Series 2016 Bonds is exempt from State of Utah individual income taxes under currently existing law.

No Further Opinion

Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Series 2016 Bonds.

Changes in Federal and State Tax Law

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Series 2016 Bonds or otherwise prevent holders of the Series 2016 Bonds from realizing the full benefit of the tax exemption of interest on the Series 2016 Bonds. Further, such proposals may impact the marketability or market value of the Series 2016 Bonds simply by being proposed. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to Series 2016 Bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Series 2016 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2016 Bonds would be impacted thereby.

Purchasers of the Series 2016 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2016 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

BOND RATINGS

Standard & Poor's Ratings Services ("S&P") and Moody's Investors Service, Inc. ("Moody's") have assigned their ratings of "_____" and "_____," respectively, to the Series 2016 Bonds.

Such ratings assigned to the Series 2016 Bonds do not constitute a recommendation by the rating agencies to buy, sell or hold the Series 2016 Bonds. Such ratings reflect only the view of such organization and any desired explanation of the significance of such ratings should be obtained from that rating agency. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own.

Any explanation of the significance of these outstanding ratings may only be obtained from the rating service furnishing the same. There is no assurance that the ratings given the outstanding obligations will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change or withdrawal of such ratings may have an adverse effect on the market price of the Series 2016 Bonds.

ESCROW VERIFICATION

_____ will verify the accuracy of the mathematical computations concerning the adequacy of the maturing amounts and interest on the obligations of the United States of America, together with other escrowed moneys to be placed in the Escrow Account to pay when due pursuant to prior redemption, the redemption price of and interest on the Refunded Bonds and the mathematical computations on the yield on the Series 2016 Bonds. Such verifications shall be based in part upon information supplied by the Municipal Advisor.

CONTINUING DISCLOSURE

The City will enter into an undertaking (a "Disclosure Undertaking") for the benefit of the Beneficial Owners to provide certain financial information and operating data (the "Annual Report") and to provide notices of the occurrence of certain enumerated events (the "Listed Events"). The City will undertake to provide its Annual Report to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market

Access system ("EMMA"). Notices of Listed Events will be filed with MSRB through EMMA. The specific nature of the information to be included in the Annual Report and the notices of Listed Events is set forth in Appendix D. This undertaking will be entered into in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule").

A failure by the City to comply with the Disclosure Undertaking will not constitute a default under the Indenture and the Beneficial Owners of the Series 2016 Bonds are limited to the remedies provided in the Disclosure Undertaking. A failure by the City to comply with the Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2016 Bonds in the secondary market. Any such failure may adversely affect the marketability of the Series 2016 Bonds.

In 2013, the City reported that it had discovered certain inaccuracies in its reported annual operating data in its past disclosure undertakings resulting from the practice of combining some sanitary sewer facility and storm sewer information in its audited financial statements. The City submitted corrected information to EMMA.

UNDERWRITING

The Series 2016 Bonds are being purchased by the Underwriter pursuant to a Bond Purchase Contract between the City and the Underwriter (the "Purchase Contract"). The Purchase Contract provides that the Underwriter will purchase all of the Series 2016 Bonds, if any are purchased, at a purchase price of $_____ (representing the par amount of the Series 2016 Bonds [plus/less] [net] original issue [premium/discount] of $_____ and less Underwriter's discount of $_____).

The obligation of the Underwriter to purchase the Series 2016 Bonds is subject to a number of terms and conditions set forth in the Purchase Contract between the City and the Underwriter. The Underwriter has advised the City that it intends to make a public offering of the Series 2016 Bonds at the yields and prices set forth on the inside cover page hereof. Such yields and prices may be changed from time to time by the Underwriter. The Underwriter may offer and sell Series 2016 Bonds to certain dealers (including dealers depositing bonds into investment trusts) and others at prices lower than the offering yields and prices stated on the inside cover page hereof. Although the Underwriter expects to maintain a secondary market in the Series 2016 Bonds after the initial offering, no assurance can be made that such a market will develop or be maintained by the Underwriter or others.

MISCELLANEOUS

Successor Trustee; Amendment to Indenture

In connection with the issuance of the Series 2016 Bonds, the City will replace the prior trustee under the Indenture, Wells Fargo Bank, National Association, with the successor Trustee, U.S. Bank National Association. The Eighth Supplemental Indenture will amend the General Indenture to permit the City to remove the prior trustee and appoint the successor trustee. By their purchase and acceptance of the Series 2016 Bonds, the Series 2016 Bondholders shall be deemed to have consented and agreed to this amendment.

Independent Auditors

The general purpose financial statements of the City at and for the fiscal year ended June 30, 2015, contained in APPENDIX A to this Official Statement, have been audited by Eide Bailly LLP ("Eide Bailly"), independent auditors, as set forth in their report dated December 14, 2015, included in APPENDIX A hereto. Eide Bailly has not been asked to consent to the use of its name and audited financial statements in this Official Statement.

Municipal Advisor

The City has engaged Lewis Young Robertson & Burningham, Inc. Salt Lake City, Utah (the "Municipal Advisor"), to provide financial recommendations and guidance to the City with respect to preparation for sale of the Series 2016 Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors relating to

the sale of the Series 2016 Bonds. The Municipal Advisor has read and participated in the drafting of certain portions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Series 2016 Bonds.

Additional Information

The City has furnished all information in this Official Statement relating to the City. Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates herein will be realized.

All quotations contained herein from and summaries and explanations of the Utah Constitution, statutes, programs, laws of the State, court decisions, and the Indenture do not purport to be complete, and reference is made to said Constitution, statutes, programs, laws, court decisions and the Indenture for full and complete statements of their respective provisions.

The appendices attached hereto are an integral part of this Official Statement, and should be used in conjunction with the foregoing material.

This Preliminary Official Statement is in a form "deemed final" by the City for purposes for Rule 15c2-12 of the Securities and Exchange Commission.

This Official Statement has been duly approved, executed and delivered by Ogden City, Utah.

OGDEN CITY, UTAH

By:_____

Mayor

APPENDIX A

AUDITED BASIC FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2015

APPENDIX B

EXTRACTS OF CERTAIN PROVISIONS OF THE INDENTURE

The following excerpts briefly outline certain provisions contained in the General Indenture and are not to be considered as a full statement thereof. Reference is made to the General Indenture, as heretofore amended and supplemented, and the Eighth Supplemental Indenture for full details of all of the terms of the Series 2016 Bonds, the security provisions appertaining thereof, and the application of the Revenues derived from the System, and the definition of any terms used but not defined in this OFFICIAL STATEMENT.

DEFINITIONS

For the purposes of this summary, the following terms shall have the meanings described below.

"Additional Bonds" means all Bonds issued under the Indenture other than the Initial Bonds.

"Aggregate Annual Debt Service Requirement" means the total principal, interest and premium payments due and payable for any one Bond Fund Year (less capitalized interest and principal payable on any bond anticipation notes) on all Series of Bonds Outstanding or any specified portion thereof.

"Bond Fund" means the Ogden City, Weber County, Utah Sewer and Water Revenue Bond Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

"Bond Fund Year" means the 12-month period beginning July 1 of each year and ending the following June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Bonds and shall end on the next succeeding June 30.

"Bondholder," "Bondowner," "Registered Owner," or "Owner" means the registered owner of any Bonds authorized under the Indenture.

"Bonds" means the Initial Bonds and any Additional Bonds.

"Business Day" means a day on which banking business is transacted, but not including any day on which banks are authorized to be closed in the city in which the Trustee has its principal corporate trust office.

"City" means Ogden City, Weber County, Utah and its successors.

"City Recorder" means the City Recorder of the City or any successor to the duties of such office.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Fund" means the Ogden City, Weber County, Utah Sewer and Water Revenue Construction Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

"Cost" or "Costs" or "Cost of Completion," or any phrase of similar import, in connection with a Project or with the refunding of any bonds, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition, and construction of a Project, or the refunding of any bonds, including, without limiting the generality of the foregoing:

(a) amounts payable to contractors and costs incident to the award of contracts;

(b) cost of labor, facilities, and services furnished by the City and its employees or others, materials and supplies purchased by the City or others, and permits and licenses obtained by the City or others;

(c) engineering, architectural, legal, planning, underwriting, accounting, and other professional and advisory fees;

(d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(e) interest expenses, including interest on the Series of Bonds relating to a Project;

(f) printing, engraving, and other expenses of financing, including premiums for municipal bond insurance, fees of financial rating services and fees for issuance of bank letters of credit or similar banking arrangements and costs of issuing the Series of Bonds relating to a Project;

(g) costs, fees, and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;

(h) costs of equipment purchased by the City and necessary to the completion and proper operation of a Project;

(i) amounts required to repay temporary or bond anticipation loans or notes made to finance the costs of a Project;

(j) cost of site improvements performed by the City in anticipation of a Project;

(k) moneys necessary to fund the Funds created under the Indenture;

(l) costs of the capitalization with proceeds of a Series of Bonds issued under the Indenture of any operation and maintenance expenses and other working capital appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the City to effect the construction of a Project plus one year, as provided in the Indenture, of any discount on bonds or other securities, and of any reserves for the payment of the principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, and Reserve Instrument Costs;

(m) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;

(n) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the City, including costs of contingencies for a Project; and

(o) payment to the City of such amounts, if any, as shall be necessary to reimburse the City in full for advances and payments theretofore made or costs theretofore incurred by the City for any item of Costs.

In the case of any project for refunding or redeeming any bonds or other obligations, "Cost" includes, without limiting the generality of the foregoing, the items listed in (c), (e), (f), and (k) above, advertising and other expenses related to the redemption of such bonds to be redeemed and the redemption price of such bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above.

"Debt Service Reserve Fund" means the Ogden City, Weber County, Utah Sewer and Water Revenue Debt Service Reserve Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

"Debt Service Reserve Requirement" for all Bonds issued under the Indenture means an amount equal to the least of (i) 10% of the proceeds of all Series of Bonds determined on the basis of their initial purchase price to the public, (ii) the maximum Aggregate Annual Debt Service Requirement, and (iii) 125% of the average Aggregate Annual Debt Service Requirement. The Debt Service Reserve Requirement may be funded by a Reserve Instrument as provided in the Indenture. Upon the issuance of Additional Bonds or upon any refunding of Bonds issued under the Indenture the aggregate Debt Service Reserve Requirement for the Bonds then Outstanding and the Additional Bonds, if any, to be so issued shall be determined based upon the Bonds to be Outstanding immediately following the issuance of the Additional Bonds or such refunding.

"Direct Obligations" means cash, direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit direct noncallable obligations of the United States of America has been pledged, Refcorp interest strips, CATS, TIGRS, STRPS, or defeased municipal bonds rated AAA by S&P or Aaa by Moody's (or any combination thereof) shall be used to effect defeasance of the Bonds.

"Event of Default" means with respect to any default or event of default under the Indenture any occurrence or event specified under "Events of Default; Remedies" in this Appendix B.

"Government Obligations" means (i) direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, and (ii) pre-refunded municipal obligations meeting the following criteria:

(a) The municipal obligations may not be callable prior to maturity or, alternatively, the trustee has received irrevocable instructions concerning their calling and redemption;

(b) The municipal obligations are secured by cash or securities described in subparagraph (i) above (the "Defeasance Obligations"), which cash or Defeasance Obligations may be applied only to interest, principal and premium payments of such municipal obligations;

(c) The principal and interest of the Defeasance Obligations (plus any cash in the related escrow) are sufficient to meet the liabilities of the municipal obligations;

(d) The Defeasance Obligations serving as security for the municipal obligations must be held by an escrow agent or a trustee; and

(e) The Defeasance Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent.

Additionally, evidences of ownership of proportionate interests in future interest and principal payments of Defeasance Obligations are permissible. Investments in these proportionate interests are limited to circumstances wherein (i) a bank or trust company acts as custodian and holds the underlying obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (iii) the underlying obligations are held in a special account separate and apart from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian or any person to whom the custodian may be obligated.

"Gross Proceeds" shall mean with respect to any Series of Bonds the gross proceeds of such Series of Bonds as defined in Section 148(f)(6)(B) of the Code and Section 1.148-1(b) of the Regulations.

"Indenture" means the General Indenture of Trust dated as of December 1, 1994, by and between the City and the Trustee, as from time to time amended or supplemented by Supplemental Indentures.

"Initial Bonds" means the first Series of Bonds issued under the Indenture.

"Interest Payment Date" means the stated maturity date of an installment of interest on the Bonds.

"Mayor" means the Mayor of the City or any successor to the duties of such office.

"Net Revenues" means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the System, whether incurred by the City or paid to any other entity pursuant to contract or otherwise, necessary to keep the System in efficient operating condition, including cost of audits required

under the Indenture, payment of promotional and marketing expenses and real estate brokerage fees, payment of premiums for the insurance required under the Indenture, Reserve Instrument Costs and, generally all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance; however, (i) only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included and (ii) fiscal charges representing a reimbursement to the City for general overhead and administration of the City (not relating to the System) shall not be included as an Operation and Maintenance Expense of the System.

"Outstanding" or "Bonds Outstanding" means at any date all Bonds which have not been canceled which have been or are being authenticated and delivered by the Trustee under the Indenture, except:

(a) Any Bond or portion thereof which at the time has been paid or deemed paid pursuant to the Indenture; and

(b) Any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered under the Indenture, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

"Owner(s)" or "Registered Owner(s)" means the registered owner(s) of the Bonds according to the registration books of the City maintained by the Trustee as Registrar for the Bonds pursuant to the Indenture.

"Paying Agent" means the Trustee, appointed as the initial paying agent for the Bonds pursuant to the Indenture, and any additional or successor paying agent appointed pursuant to the Indenture.

"Project" means the acquisition or construction of additions or improvements to the City's System, including, but not limited to water rights, the System facilities, buildings and equipment and other improvements to house and operate said facilities.

"Qualified Investments" means any of the following securities:

(i) Government Obligations;

(ii) Obligations of any of the following federal agencies which obligations represent the full faith and credit obligations of the United States of America: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer's Home Administration; the Federal Housing Administration; the Maritime Administration; General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA's);

(iii) Money market funds rated "AAAm" or "AAAm-G" or better by S & P;

(iv) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1 + by S & P and which matures not more than 270 days after the date of purchase;

(v) Bonds, notes or other evidences or indebtedness rated "AAA" by S & P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(vi) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S & P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(vii) the fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund; and

(viii) Any investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended.

"Rebatable Arbitrage" shall mean with respect to any Series of Bonds the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

"Rebate Calculation Date" means, with respect to each Series of Bonds, the interest payment date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the Initial Rebate Calculation Date for such Series of Bonds, and the date of retirement of the last bond for such Series.

"Rebate Fund" means the Ogden City, Weber County, Utah Sewer and Water Revenue Rebate Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

"Registrar" means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the initial registrar for the Bonds pursuant to the Indenture, and any additional or successor registrar appointed pursuant to the Indenture.

"Regular Record Date" means the fifteenth day (whether or not a Business Day) next preceding each Interest Payment Date.

"Regulations," and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

"Repair and Replacement Fund" means the Ogden City, Weber County, Utah Sewer and Water Revenue Repair and Replacement Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

"Repair and Replacement Reserve Requirement" means the amount or amounts from time to time required under each Supplemental Indenture to be on deposit in the Repair and Replacement Fund.

"Reserve Instrument" means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement. The term "Reserve Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

"Reserve Instrument Agreement" means any agreement entered into by the City and a Reserve Instrument Provider pursuant to a Supplemental Indenture and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

"Reserve Instrument Costs" means all fees, premiums, expenses, and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses, and costs constituting Reserve Instrument Costs.

"Reserve Instrument Coverage" means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant to the Indenture under all Reserve Instruments.

"Reserve Instrument Fund" means the Ogden City, Weber County, Utah Sewer and Water Revenue Reserve Instrument Fund created under the Indenture to be held by the Trustee and administered pursuant to the Indenture.

"Reserve Instrument Limit" means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each

Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of principal of the Bonds.

"Reserve Instrument Provider" means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

"Reserve Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the City under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs. Each Reserve Instrument Agreement and the Supplemental Indenture authorizing the execution and delivery of such Reserve Instrument Agreement shall specify the amounts payable under it which, when outstanding, shall constitute Reserve Instrument Repayment Obligations and shall specify the portions of such amounts that are allocable as principal of and as interest on such Reserve Instrument Repayment Obligations.

"Revenue Fund" means the Ogden City, Weber County, Utah Sewer and Water Revenue Fund created in the Indenture in the hands of the City to be administered pursuant to the Indenture.

"Revenues" means all revenues, fees, income, rents and receipts received or earned by the City from or attributable to the ownership and operation of the System, together with all interest earned by and profits derived from the sale of investments in the related funds thereof. "Revenues" shall not include any storm water user fees which may be imposed by the City for the provision of storm water drainage services by the City's storm sewer system.

"Serial Bonds" means those Bonds other than Term Bonds.

"Series" means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

"Sinking Fund Account" means the Ogden City, Weber County, Utah Sewer and Water Revenue Sinking Fund Account of the Bond Fund created in the Indenture to be held by the Trustee and administered pursuant to the Indenture.

"Sinking Fund Installment" means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year as specified in the Supplemental Indenture authorizing the Bonds of a Series for the retirement of Term Bonds of such Series, if any (whether at maturity or by redemption), and including the redemption premium, if any.

"Special Record Date" means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with the Indenture.

"State" means the State of Utah.

"Supplemental Indenture" means any indenture between the City and the Trustee entered into pursuant to and in compliance with the provisions of the Indenture.

"System" means, collectively, the City's sewage system and water storage, treatment and distribution system, together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said System, or any part thereof, hereafter acquired or constructed, and together with all lands, easements, interests in land, licenses, water rights and rights of way of the City and all other works, property, structures, equipment of the City and contract rights and other tangible and intangible assets of the City now or hereafter owned or used in connection with, or related to said System.

"Term Bonds" means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

"Trustee" means Wells Fargo Bank, N.A., or any successor corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee under the Indenture.[1]

Additional Bonds

No additional indebtedness, bonds or notes of the City payable on a priority to the pledge of Net Revenues for the payment of the Outstanding Parity Bonds or the Series 2016 Bonds shall be created or incurred without the prior written consent of the owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes of the City payable on a parity with the Outstanding Parity Bonds or the Series 2016 Bonds out of Net Revenues shall be created or incurred, unless the following requirements have been met:

(a) One hundred percent (100%) of the Net Revenues (including any Net Revenues that may have been transferred to any other fund or account of the City) of the System in the Bond Fund Year preceding the year in which the Additional Bonds are to be issued was at least (i) 125% of the average Aggregate Annual Debt Service Requirement on all of the Bonds and Additional Bonds then outstanding and the Additional Bonds so proposed to be issued and (ii) 100% of the maximum annual debt service requirement on any indebtedness of the System with a lien on or pledge of Net Revenues subordinate to that of the Bonds issued under the Indenture as certified by an independent consulting engineer or an independent certified public accountant. For purposes of these calculations, Revenues may be adjusted to give full effect to rate increases implemented prior to the issuance of the Additional Bonds.

(b) All payments required by the Indenture to be made into the Bond Fund must have been made in full, and there must be in the Debt Service Reserve Fund the full amount required by the Indenture to be accumulated therein at such time.

(c) The proceedings authorizing the Additional Bonds must raise the amount to which the Debt Service Reserve Fund shall be accumulated to an amount no less than the Debt Service Reserve Requirement of all Bonds then outstanding (excluding Bonds which are to be refunded with the proceeds of the Additional Bonds), including the Additional Bonds, said accumulation to be accomplished in substantially equal annual payments over not more than five years from the date of issuance of the Additional Bonds.

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued under the Indenture or other obligations of the City (including the funding of necessary reserves and the payment of costs of issuance) or (ii) to make additions, improvements, extensions, replacements or repairs to the System (including the funding of necessary reserves and the payment of costs of issuance).

(e) No Event of Default shall have occurred and be continuing under the Indenture. The foregoing provisions of this paragraph (e) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and (ii) such Event of Default will cease to continue upon the issuance of the Additional Bonds and the application of the proceeds thereof.

Creation of Funds and Accounts

The following funds and accounts are to be established and held as follows:

1. Construction Fund, to be held by the Trustee. Separate accounts within the Construction Fund are to be established for each project to be designated by the name of the applicable project, and for each series of Bonds, as applicable.

2. Revenue Fund, established with the City.

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[1] The Eighth Supplemental Indenture will amend the General Indenture to permit the City to name U.S. Bank National Association, as successor Trustee. See "The Trustee" in this Appendix A.

3. Bond Fund, to be held by the Trustee.

4. Sinking Fund Account, established as a separate account within the Bond Fund, to be held by the Trustee.

5. Debt Service Reserve Fund, to be held by the Trustee.

6. Reserve Instrument Fund, to be held by the Trustee.

7. Repair and Replacement Fund, to be held by the City.

8. Rebate Fund, to be held by the Trustee.

Application of Bond Proceeds and Other Moneys

The proceeds, including accrued interest and premium, if any, received from the sale of each Series of Bonds, shall be applied by the City simultaneously with the delivery of such Bonds by the Trustee to the purchaser thereof, as follows:

(a) The accrued interest, if any, shall be deposited in the Bond Fund;

(b) With respect to Additional Bonds, the amount, if any, specified in the Supplemental Indenture authorizing the issuance of such Bonds to be deposited into the Bond Fund;

(c) The amount, if any, required to make the amount in the Debt Service Reserve Fund after such deposit equal to the Debt Service Reserve Requirement, less the Reserve Instrument Coverage of all Reserve Instruments which are then in effect, shall be deposited into the Debt Service Reserve Fund;

(d) The balance of the moneys remaining after making all the deposits and payments provided for in Paragraphs (a) through (c), inclusive, shall be paid into the appropriate account in the Construction Fund.

Operation of Special Funds

Bond Fund

(a) The Trustee shall make deposits as and when received, as follows:

(i) accrued interest, if any, shall be deposited in the Bond Fund;

(ii) with respect to Additional Bonds, the amount, if any, specified in the Supplemental Indenture authorizing the issuance of such Bonds to be deposited into the Bond Fund;

(iii) Net Revenues in an amount sufficient to pay principal, premium, and Sinking Fund Installments if any, and interest on the Bonds when due and payable;

(iv) moneys transferred from the Construction Fund to the Bond Fund upon completion of a Project;

(v) all moneys transferred to the Bond Fund from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in the Indenture; and

(vi) all other moneys received by the Trustee under the Indenture when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as otherwise provided in the General Indenture or Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:

(i) the payment of principal of and interest on the Bonds as the same become due; and

(ii) the payment of principal and interest accrued, if any, on the Bonds as the same become due upon redemption prior to maturity and such payments and redemption of Bonds in advance of their maturity shall be accounted for separately by the Trustee from the payments made by the Trustee pursuant to the Indenture.

(c) After payment in full of the principal of and interest on all Bonds issued under the Indenture (or after provision has been made for the payment thereof as provided in the Indenture so that such Bonds are no longer Outstanding); all outstanding Reserve Instrument Repayment Obligations in accordance with their respective terms; and the fees, charges and expenses of the Trustee, any paying agent and any other amounts required to be paid under the Indenture and under any Reserve Instrument Agreement; all amounts remaining in the Bond Fund shall be paid to the City.

Sinking Fund Account

The Trustee shall apply moneys in the Sinking Fund Account to the requirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the City, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account.)

Debt Service Reserve Fund

Except as otherwise provided in the Indenture, moneys in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the Debt Service Reserve Requirement. In calculating the amount on deposit in the Debt Service Reserve Fund, the amount of the Reserve Instrument Coverage will be treated as an amount on deposit in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify that the incremental increase in the Debt Service Reserve Requirement resulting from the issuance of such Series shall either be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof, or (ii) subject to the prior written consent of all Reserve Instrument Providers of all Reserve Instruments then in effect deposited from available Net Revenues over a period not to exceed five years from the date of such issuance and delivery of such Series in not to exceed 60 equal monthly installments, or (iii) deposited from any combination of (i) and (ii) above. Funds on deposit in the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund. If at any time the amount on deposit in the Debt Service Reserve Fund is less than the minimum amount to be maintained therein, the City is required to make payment, within one year from the date such deficiency arises, directly to the Trustee for deposit into the Debt Service Reserve Fund, the amount of any such deficiency.

In the event funds on deposit in the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in the Debt Service Reserve Fund to make up such deficiency and Reserve Instruments are in effect, the Trustee shall immediately make a demand for payment on all Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter the City shall be obligated to reinstate the Reserve Instrument.

No Reserve Instrument shall be allowed to expire or terminate unless and until cash has been deposited into the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required to be maintained in the Debt Service Reserve Fund.

Funds at any time on deposit in the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of Reserve Instrument Coverage) may at any time be transferred

to the Bond Fund. Moneys held in the Debt Service Reserve Fund shall be invested, at the direction of the City, in Qualified Investments. Qualified Investments in the Debt Service Reserve Fund (which do not include for this purpose the amount of the Reserve Instrument Coverage) shall be evaluated by the Trustee at the beginning of each Bond Year on the basis of cost.

Reserve Instrument Fund

There shall be paid into the Reserve Instrument Fund the amounts required by the Indenture and by a Supplemental Indenture to be so paid. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the City to pay the amounts which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement.

Repair and Replacement Fund

All moneys in the Repair and Replacement Fund may be drawn on and used by the City for the purpose of (a) paying the cost of unusual or extraordinary maintenance or repairs of the System; (b) paying the costs of any renewals, renovation, improvements, expansion, or replacements to the System; and (c) paying the cost of any replacement of lines, equipment, and other related facilities, to the extent the same are not paid as part of the ordinary and normal expense of the operation of the System.

Funds shall be deposited monthly from available Net Revenues in such amounts as may be required from time to time by each Supplemental Indenture until the Repair and Replacement Fund has an amount equivalent to the Repair and Replacement Requirement. Any deficiencies below the Repair and Replacement Reserve Requirement shall be made up from Net Revenues of the System available for such purposes. Funds at any time on deposit in the Repair and Replacement Fund in excess of the amount required to be maintained therein may, at any time, be transferred to the City for any lawful purpose.

Rebate Fund

The Rebate Fund is established for the sole benefit of the United States of America and shall not be subject to the lien hereof or to the claim of any other person including without limitation the Registered Owners of the Bonds. The Rebate Fund is established for the purpose of compliance with Section 148 of the Code or any successor thereof.

Investment of Funds

Any revenue surpluses or moneys in the Construction Fund or the Debt Service Reserve Fund may, at the discretion and authorization of the City, be invested by the Trustee in Qualified Investments. All moneys in the Bond Fund and the Rebate Fund may, at the discretion and authorization of the City, be invested by the Trustee in Government Obligations. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the Funds for the purposes for which the Funds were created, it shall, at the discretion of the City, liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Construction Fund, Bond Fund, the Reserve Instrument Fund and Rebate Fund shall be maintained in said respective Funds and disbursed along with the other moneys on deposit therein as provided in the Indenture. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with the provisions described under "Debt Service Reserve Fund" above.

In the event the City shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered "arbitrage bonds" within the meaning of the Code or the Treasury Regulations proposed or promulgated thereunder, or to otherwise preserve the exclusion of interest payable or paid on any Bonds from gross income for federal income tax purposes, the City may require the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment, irrespective of whether the Trustee shares such opinion, and the Trustee agrees that it will take all such steps as the City may require.

Trust Funds

All moneys and securities received by the Trustee under the provisions of the Indenture shall be trust funds under the terms thereof and shall not be subject to lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the City and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions of the Indenture. Except as provided otherwise in the Indenture, unless and until disbursed pursuant to the terms of the Indenture, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the principal, premium, if any, and interest on the Bonds and the fees and expenses of the Trustee payable under the Indenture.

Method of Valuation and Frequency of Valuation

In computing the amount in any fund or account, Qualified Investments shall be valued at cost, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

Particular Covenants

Rate Covenant

The City covenants in the Indenture that while any of the principal and interest on the Bonds are outstanding or unpaid, or any Reserve Instrument Repayment Obligations are outstanding, the rates (including connection fees) for all services supplied by the System to the City and to its inhabitants and to all customers within or without the boundaries of the City will be sufficient (i) to pay the System's Operation and Maintenance Expenses, and (ii) to provide for each Bond Fund Year Net Revenues in an amount not less than 125% of the average Aggregate Annual Debt Service Requirement for the forthcoming year, plus if a Reserve Instrument shall be in effect with respect to any outstanding Bonds, the Reserve Instrument Repayment Obligations which the City anticipates will be due and payable for the forthcoming year, provided that such rates must be reasonable rates for the type, kind, and character of the services rendered. Except for services provided to the City, there shall be no free service, and such rates shall be charged against all users of the System.

Punctual Payment

The City will punctually pay or cause to be paid the principal of and interest on every Bond issued under the Indenture and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, the Indenture and any Reserve Instrument Agreement and will faithfully observe and perform all of the covenants, conditions, and requirements of the Indenture.

Payment of Operation and Maintenance Expense

Notwithstanding any other provisions of the Indenture, nothing therein shall be construed to prevent the City from (i) paying all or any part of the Operation and Maintenance Expenses from any funds available to the City for such purpose, (ii) depositing any funds available to the City for such purpose in any account in the Bond Fund for the payment of the interest on, premium, if any, or the principal of any Bonds issued under provisions of the Indenture or for the redemption of any such Bonds, or (iii) depositing any funds available to the City for such purpose in the Reserve Instrument Fund for the payment of any amounts payable under any applicable Reserve Instrument Agreement.

Payment of Taxes

The City covenants that all taxes and assessments or other municipal or governmental charges lawfully levied or assessed upon the System or upon any part thereof or upon any income therefrom will be paid when the same shall become due, that no lien or charge upon the System or any part thereof or upon any Revenues thereof, except for the lien and charge thereon created under the Indenture and securing the Bonds, will be created or

permitted to be created ranking equally with or prior to the Bonds (except for the parity lien thereon of Additional Bonds issued from time to time under the Indenture and under Supplemental Indentures thereto), and that all lawful claims and demands for labor, materials, supplies, or other objects which, if unpaid, might by law become a lien upon the System or any part thereof or upon the Revenues thereof will be paid or discharged, or adequate provision will be made for the payment or discharge of such claims and demand within 60 days after the same shall accrue; provided, however, that nothing in the Indenture shall require any such lien or charge to be paid or discharged or provision made therefor so long as the validity of such lien or charge shall be contested in good faith and by appropriate legal proceedings.

Insurance

The City, in its operation of the System, will self-insure or carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Bond Fund.

Instruments of Further Assurance

The City and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes of the Indenture; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the governing body of the City or any official thereof.

Covenant Not to Sell

The City will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all principal of and interest on the Bonds, and all Reserve Instrument Repayment Obligations, have been paid in full, except that the City may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Bond Fund.

Events of Default; Remedies

Each of the following events is hereby declared an "Event of Default":

(a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the City when the same shall become due and payable, or

(b) if payment of the principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the City when the same shall become due and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund under the Indenture or otherwise; or

(c) if the City shall for any reason be rendered incapable of fulfilling its obligations under the Indenture; or

(d) if an order or decree shall be entered, with the consent or acquiescence of the City, appointing a receiver or custodian for any of the Revenues of the City, or approving a petition filed against the City seeking reorganization of the City under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the City shall not be vacated or discharged or stayed on appeal within 30 days after the entry thereof; or

(e) if any proceeding shall be instituted, with the consent or acquiescence of the City, for the purpose of effecting a composition between the City and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or

(f) if (i) the City is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment, or decree entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver, trustee, or custodian of the City or of the whole or any part of their property and any of the aforesaid adjudications, orders, judgments, or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if the City shall file a petition or answer seeking reorganization, relief, or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of the property of the City, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(i) if the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, in the Indenture or any Supplemental Indenture on the part of the City to be performed, other than as set forth above in the Indenture, and such Default shall continue for 30 days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding under the Indenture.

Remedies; Rights of Registered Owners

Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the City under the Indenture.

If an Event of Default shall have occurred, and if requested so to do by Registered Owners of 51% in aggregate principal amount of the Bonds then Outstanding and indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by the Indenture as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Registered Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Registered Owners under the Indenture or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default under the Indenture, whether by the Trustee or by the Registered Owners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Right of Registered Owners to Direct Proceedings

Anything in the Indenture to the contrary notwithstanding, the Registered Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or

instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings under the Indenture; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Application of Moneys

All moneys received by the Trustee pursuant to any right given or action taken under the default provisions of the Indenture shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the principal of, premium, if any, and interest then due and payable on the Bonds as follows:

(i) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST--To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND--To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(b) To the payment of all obligations then due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the above provisions, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such dates shall cease to accrue.

Remedies Vested in Trustee

All rights of action (including the right to file proof of claims) under the Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the

Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Rights and Remedies of Registered Owners

Except as provided in the last sentence of this paragraph, no Registered Owner of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement thereof or for the execution of any trust thereof or for the appointment of a receiver or any other remedy under the Indenture, unless an Event of Default has occurred of which the Trustee has been notified as provided in the Indenture, or of which it is deemed to have notice, nor unless also Registered Owners of 51% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers granted under the Indenture or to institute such action, suit, or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in the Indenture nor unless the Trustee shall thereafter fail or refuse to exercise the powers granted under the Indenture, or to institute such action, suit, or proceeding in its, his, or their own name or names. Such notification, request, and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trust of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy under the Indenture; it being understood and intended that no one or more Registered Owner of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of the Indenture by its, his, or their action or to enforce any right under the Indenture except in the manner therein provided, and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner in the Indenture provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding. Nothing in the Indenture contained shall, however, affect or impair the right of any Registered Owner to enforce the covenants of the City to pay the principal of, premium, if any, and interest on each of the Bonds issued under the Indenture held by such Registered Owner at the time, place, from the source, and in the manner in said Bonds expressed.

Termination of Proceedings

In case the Trustee shall have proceeded to enforce any right under the Indenture by the appointment of a receiver, or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the City and the Trustee shall be restored to their former positions and rights under the Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Waivers of Events of Default

Subject to the Indenture, the Trustee may in its discretion waive any Event of Default under the Indenture and its consequences and shall do so upon the written request of the Registered Owners of (a) a majority in aggregate principal amount of all the Bonds then outstanding in respect of which default in the payment of principal and interest exist, or (b) a majority in aggregate principal amount of the Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal of any Bonds at the date of maturity specified therein, or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee, and the Registered Owners shall be restored to their former positions and rights under the Indenture, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Cooperation of City

In the case of any Event of Default under the Indenture, the City shall cooperate with the Trustee and use its best effort to protect the Registered Owners.

The Trustee

Fees, Charges and Expenses of Trustee

The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee under the Indenture and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as provided in the Indenture. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred.

Resignation by the Trustee[2]

The Trustee and any successor Trustee may at any time resign from the trusts created by the Indenture by giving written notice to the Issuer, served personally or by registered mail or certified mail, and by registered or certified mail to each Reserve Instrument Issuer, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Issuer or by the Registered Owners as provided in the Indenture; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.

Removal of the Trustee[2]

The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate Principal amount of Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth in the Indenture.

Appointment of Successor Trustee by Registered Owners; Temporary Trustee[2]

In case the Trustee under the Indenture shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting under the Indenture, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer (or, if an Event of Default exists by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners). Every successor Trustee appointed pursuant to the provisions of this Section or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than $50,000,000.

Each Reserve Instrument Provider shall be notified by the Issuer immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

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[2] As amended by the Eighth Supplemental Indenture.

Supplemental Indentures

The City and the Trustee may, without the consent of or notice to any Registered Owners of the Bonds or Reserve Instrument Providers, enter into a supplemental indenture or indentures for any one or more of the following purposes:

(a) To issue Additional Bonds;

(b) To cure any ambiguity or formal defect or omission therein;

(c) To grant to or confer upon the Trustee additional rights, remedies, powers, or authority;

(d) To subject the Indenture to additional Revenues, property, collateral, or security; and

(e) To make any other change which in the judgment of the Trustee is not prejudicial to the interest of the Registered Owners, the Trustee or any Reserve Instrument Provider.

Exclusive of Supplemental Indentures described above and subject to the terms and provisions contained in this paragraph, and not otherwise, the Registered Owners of 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to (i) consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental to the Indenture as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture, or (ii) waive or consent to the taking by the City of any action prohibited, or the omission by the City of the taking of any action required, by any of the provisions of the Indenture or of any indenture supplemental to the Indenture; provided, however, that nothing in this paragraph contained shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any Fund established under the Indenture applicable to any Bonds without the consent of the Registered Owners of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the Registered Owners of less than all Bonds then Outstanding, without the consent of the Registered Owners of all the Bonds at the time Outstanding which would be affected by the action to be taken. In addition, no supplement to the Indenture shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in the immediately preceding paragraph, neither the Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Reserve Instrument Provider.

Discharge of Indenture

If the City shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions of the Indenture, and to all Reserve Instrument Providers all sums of money due or to become due accordingly to the provisions of any Reserve Instrument Agreements, then the presents and the estate and rights granted by the Indenture shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and release, assign and deliver unto the City any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise subject to the lien of the Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of the Indenture when payment of the principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon

redemption as provided in the Indenture, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Direct Obligations, maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid under the Indenture, as aforesaid, it shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the City shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by the Indenture);

(b) to instruct the Trustee to call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity pursuant to Subparagraph (i) above; and

(c) to instruct the Trustee to mail, as soon as practicable, in the manner prescribed by the Indenture, a notice to the Registered Owners of such Bonds that the deposit required by this section has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with the Indenture and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in Subparagraph (i) above.

Any moneys so deposited with the Trustee as provided above may at the direction of the City also be invested and reinvested in Direct Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Direct Obligations in the hands of the Trustee pursuant to the discharge provisions of the Indenture which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Direct Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay principal and interest on the Bonds when due and payable.

No such deposit under the discharge provisions of the Indenture shall be made or accepted under the Indenture and no use made of any such deposit unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause the Bonds to be treated as arbitrage bonds within the meaning of Sections 148 of the Code.

Notwithstanding any provision of any other article of the Indenture which may be contrary to the provisions of the discharge provisions of the Indenture, all moneys or Direct Obligations set aside and held in trust pursuant to the discharge provisions of the Indenture for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Direct Obligations have been so set aside in trust.

Anything in the Indenture to the contrary notwithstanding, if moneys or Direct Obligations have been deposited or set aside with the Trustee pursuant to the discharge provisions of the Indenture for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the discharge provisions of the Indenture shall be made without the consent of the Registered Owner of each Bond affected thereby.

APPENDIX C

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND WEBER COUNTY

THE CITY

City Population

Fiscal Year	Population
2015	84,316
2014	84,249
2013	83,793
2012	83,950
2011	83,171
2010	82,825
2009	83,297
2008	82,843
2007	82,843
2006	82,007

(Source: The City.)

Comparative Unemployment Rates

Year	Ogden City[1]	Weber County	State of Utah	United States
2015	[4.6]%	4.0%	3.5%	5.3%
2014	5.0	4.4	3.8	6.2
2013	5.2	5.4	4.6	7.4
2012	7.1	6.4	5.4	8.1
2011	8.2	7.8	6.8	8.9
2010	11.8	8.8	7.8	9.6
2009	10.2	8.4	7.3	9.3
2008	6.8	4.2	3.6	5.8
2007	4.4	3.1	2.6	4.6
2006	4.6	3.4	3.0	4.6

(Source: U.S. Bureau of Labor Statistics and the Utah Department of Workforce Services.)

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING WEBER COUNTY

Population of the County and State

	County	Percent Increase From Prior Period	State of Utah	Percent Increase From Prior Period
2015 Estimate	243,645	1.3%	2,995,919	1.7%
2014 Estimate	240,500	0.8	2,944,498	1.4
2013 Estimate	238,601	0.8	2,903,685	1.7
2012 Estimate	236,618	1.1	2,856,343	1.4
2011 Estimate	234,047	1.2	2,816,440	1.9
2010 Census	231,236	17.7	2,763,885	23.8
2000 Census	196,533	24.1	2,233,169	29.6
1990 Census	158,330	9.5	1,722,850	17.9
1980 Census	144,616	14.5	1,461,037	37.9
1970 Census	126,278	14.0	1,059,273	18.9
1960 Census	110,744	32.9	890,627	n/a

Economic Indicators

LABOR FORCE (1)	2014	2013	2012	2011	2010
Labor Force	116,198	114,875	113,445	112,488	113,259
Employed	111,160	108,555	106,217	103,671	103,288
Unemployed	5,038	6,320	7,228	8,817	9,971
Rate	*4.30%*	*5.50%*	*6.40%*	*7.80%*	*8.80%*
Average Employment	96,808	94,662	91,837	90,116	89,690
% Change Prior Year	*2.27*	*3.08*	*1.91*	*0.47*	*n/a*
Average employment in:					
Agriculture, Forestry, Fishing & Hunting	418	388	243	247	284
Mining	32	0	0	0	0
Utilities	359	365	372	365	377
Construction	5,455	5,005	4,724	4,389	4,486
Manufacturing	12,900	12,391	12,116	11,909	11,230
Wholesale Trade	3,387	3,342	3,179	3,257	3,173
Retail Trade	11,757	11,394	11,226	11,187	11,207
Transportation and Warehousing	2,540	2,440	2,266	2,250	2,262
Information	824	849	867	864	1,032
Finance and Insurance	3,702	3,587	3,519	3,386	3,427
Real Estate, Rental and Leasing	1,105	984	836	850	836
Professional, Scientific and Technical Services	3,695	3,502	3,024	2,958	2,997
Management of Companies and Enterprises	425	379	493	516	742
Admin., Support, Waste Mgmt, Remediation	7,133	7,036	6,154	5,704	5,456
Education Services	9,917	9,814	9,900	9,744	9,607
Health Care and Social Assistance	12,464	12,160	11,846	11,624	11,374
Arts, Entertainment, and Recreation	1,727	1,824	1,755	1,722	1,580
Accommodation and Food Services	7,030	7,046	6,785	6,472	6,564
Other Services	2,696	2,716	2,786	2,755	2,815
Public Administration	9,662	9,821	9,976	10,141	10,474
Total Establishments	5,587	5,526	5,370	5,373	5,436
Total Wages ($Millions)	3,633.2	3,439.7	3,293.0	3,159.0	3,117.4

INCOME AND WAGES	2014	2013	2012	2011	2010
Total Personal Income ($000) (2)	8,401,686	8,076,107	7,885,094	7,679,104	7,285,502
Median Household Income (3)	56,216	54,974	54,923	54,666	54,086
Per Capita Income (2)	34,938	33,873	33,335	32,819	31,387
Average Monthly Nonfarm Wage (1)	3,127	3,028	2,988	2,921	2,897

SALES AND BUILDING	2014	2013	2012	2011	2010
Gross Taxable Sales ($M) (4)	3,719.5	3,527.3	3,342.0	3,166.5	3,075.4
Dwelling Unit Permits (5)	1,004	605	430	364	452
Total Permit Authorized Construction ($M)	275,793.2	215,294.9	141,554.0	247,476.5	148,903.5
New Residential Construction ($M)	160,389.7	132,082.3	80,199.8	72,875.3	75,911.3
New Nonresidential Construction ($M)	66,823.9	33,091.8	16,378.4	93,906.8	43,585.6

(Sources: (1) Utah Department of Work Force Services; (2) U.S. Bureau of Economic Analysis; (3) U.S. Census Bureau, American Community Survey; (4) Utah State Tax Commission; (5) University of Utah Bureau of Economic and Business Research, Construction Database.)

Major Employers

The following is a list of some of the largest employers in the County (based on 2014 annual averages).

Company	Industry	Emp. Range
Department of Treasury (IRS)	Federal Government	5,000-6,999
Weber County School District	Public Education	3,000-3,999
McKay-Dee Hospital Center (IHC)	Health Care	3,000-3,999
Weber State University	Higher Education	3,000-3,999
Autoliv Asp, Inc.	Motor Vehicle Equipment Manufacturing	2,000-2,999
State of Utah	State Government	1,000-1,999
Fresenius USA Manufacturing, Inc.	Medical Instrument Manufacturing	1,000-1,999
Ogden City School District	Public Education	1,000-1,999
America First Credit Union	Credit Unions	1,000-1,999
Wal-Mart	Warehouse Clubs and Supercenters	1,000-1,999
SOS Staffing Services	Temporary Help Services	1,000-1,999
The Home Depot	Home Improvement Centers	500-999
Weber County	Local Government	500-999
Marketstar Corporation	Marketing Consulting Services	500-999
Columbia Ogden Medical Center, Inc.	Health Care	500-999
Associated Food Stores, Inc.	Grocery Merchant Wholesalers	500-999
Ogden City	Local Government	500-999
Convergys	Telephone Call Centers	500-999
Ogden Clinic	Health Care	500-999
McDonald's	Fast Food Restaurants	500-999
Parker Bertea	Fluid Power Cylinder and Actuator Manufacturing	250-499
Kimberly Clark Worldwide, Inc.	Manufacturing	250-499
Wayfair.com	Electronic Shopping	250-499
Nutrapure, Inc.	Pharmaceutical Manufacturing and Wholesalers	250-499
Cornerstone Nutritional Labs	Pharmaceutical Manufacturing	250-499
Teleperformance	Telephone Call Centers	250-499
EMC Corp.	Computer Systems Design Services	250-499
Westinghouse Electric Company	Electric Appliance Manufacturing	250-499
Compass Minerals	Inorganic Chemical Manufacturing	250-499
Big O Tires	Automotive Parts and Accessories Stores	250-499
Williams International	Aircraft Engine and Engine Parts Manufacturing	250-499
Weber Human Services	Administration of Public Health Programs	250-499
Smith's Food And Drug	Grocery Stores	250-499
John Bean Technologies Corp.	Industrial Truck, Tractor, Trailer Machinery Manuf.	250-499
YES	Temporary Help Services	250-499
Natural Resources Cons. Services	Federal Government	250-499
Snowbasin Ski Resort	Skiing Facilities	250-499
Roy City	Local Government	250-499
Staffing Solutions	Temporary Help Services	250-499
US Foods, Inc.	Food Wholesalers	250-499
Focus Services, LLC	Telephone Call Centers	250-499
Jack B Parson Companies	Ready-Mix Concrete Manufacturing	250-499
Ogden-Weber Applied Tech. College	Public Education	250-499
Goldenwest Credit Union	Credit Unions	250-499

(Source: Utah Department of Workforce Services.)

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by Ogden City, Utah (the "City") in connection with the issuance by the City of its $_____ Sewer and Water Revenue and Refunding Bonds, Series 2016 (the "Bonds"). The Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended; (ii) a General Indenture of Trust, dated as of December 1, 1994, as heretofore amended and supplemented, and as further amended and supplemented by an Eighth Supplemental Indenture of Trust dated as of _____ 1, 2016 (the "Eighth Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the City and U.S. Bank National Association, as trustee (the "Trustee"); (iii) the resolution adopted on May 17, 2016 by the City Council of the City authorizing the Bonds and the Indenture; and (iv) other applicable provisions of law.

The Bonds are being issued to (i) finance improvements to the Issuer's sewer and water system, (ii) refund a portion of its outstanding Sewer and Water Revenue Bonds, Series 2008 and Sewer and Water Revenue Refunding Bonds, Series 2009, and (iii) pay the costs associated with the issuance of the Series 2016 Bonds.

The City covenants and agrees as follows:

Section 1. Purpose of the Undertaking. This Undertaking is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (as defined below). The City is executing this Undertaking as an "obligated person" with the meaning of the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Disclosure Report" shall mean any Annual Disclosure Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Undertaking.

"Beneficial Owner" shall mean any person who has the power, directly or indirectly, to vote or consent with respect to, or dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Disclosure Representative" shall mean the City Recorder or her/his designee, or such other officer or employee as the City shall designate in writing to the Trustee from time to time.

"Dissemination Agent" shall mean the City, or any successor Dissemination Agent designated in writing by the City.

"Listed Events" shall mean any of the events listed in Section 5(a) or 5(b) of this Undertaking.

"MSRB" shall mean the Municipal Securities Rulemaking Board, the address of which is 1300 I Street, NW, Suite 1000, Washington DC 20005-3314; Telephone (202) 838-1500; Fax (202) 898-1500, and the website address of which is www.msrb.org and www.emma.org (for municipal disclosures and market data).

"Official Statement" shall mean the Official Statement of the City dated _____, 2016, relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Utah.

Section 3. Provision of Annual Disclosure Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than one hundred eighty (180) days after the end of the City's fiscal year (currently ending June 30), commencing with a report for the fiscal year ending June 30, 2016, provide to the MSRB in an electronic format an Annual Disclosure Report which is consistent with the requirements of Section 4 of this Undertaking. In each case, the Annual Disclosure Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Disclosure Report, and later than the date required above for the filing of the Annual Disclosure Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(f).

(b) If the City is unable to provide an Annual Disclosure Report to the MSRB by the date required in subsection (a), the City or the Dissemination Agent, if any, shall send a notice to the MSRB.

(c) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Disclosure Report, the website address to which the MSRB directs the Annual Disclosure Report to be submitted; and

(ii) if the Dissemination Agent is other than an officer of the City, file a report with the City certifying that the Annual Disclosure Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Disclosure Reports. The Annual Disclosure Report shall contain or incorporate by reference the following:

(a) Copies of the City's annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of independent certified public accountants. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Disclosure Report and audited financial statements will be provided when and if available.

(b) An update of the financial information of the type contained in the Official Statement under the following headings: "HISTORICAL AND PROJECTED REVENUES AND DEBT SERVICE COVERAGE OF THE SYSTEM" (as the same becomes historically available); "DEBT STRUCTURE OF THE CITY—Outstanding Obligations of the City" and "FINANCIAL INFORMATION REGARDING THE CITY—Five-Year Financial Summary."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:

(i) Principal and interest payment delinquencies;

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) Substitution of credit or liquidity providers, or their failure to perform;

(v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

(vi) Defeasances;

(vii) Tender offers;

(viii) Bankruptcy, insolvency, receivership or similar proceedings; or

(ix) Rating changes.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

(i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

(ii) Appointment of a successor or additional trustee or the change of the name of a trustee;

(iii) Non-payment related defaults;

(iv) Modifications to the rights of the owners of the Bonds;

(v) Bond calls; or

(vi) Release, substitution or sale of property securing repayment of the Bonds.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB.

Section 6. Termination of Reporting Obligation. The obligations of the City under this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the City shall be the Dissemination Agent. The initial Dissemination Agent shall be the City.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Undertaking, the City may amend this Undertaking and any provision of this Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Undertaking, the City shall describe such amendment in the next Annual Disclosure Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f), and (ii) the Annual Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Disclosure Report or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Disclosure Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City to comply with any provision of this Undertaking, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds, shall), or any Holder or Beneficial Owner may take such actions as may be necessary and appropriate to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an Event of Default under the Indenture, and the sole remedy

under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

Section 11. Beneficiaries. This Undertaking shall inure solely to the benefit of the Trustee, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2016.

OGDEN CITY, UTAH

By: _____

Its: _____

APPENDIX E

PROPOSED FORM OF BOND COUNSEL OPINION

Upon the issuance of the Series 2016 Bonds, Ballard Spahr LLP, Bond Counsel to the City, proposes to issue its approving opinion in substantially the following form:

We have acted as bond counsel for Ogden City, Utah (the "Issuer") in connection with the issuance by the Issuer of its $_____ Sewer and Water Revenue and Refunding Bonds, Series 2016 (the "Series 2016 Bonds"). The Series 2016 Bonds are being issued pursuant to (i) a resolution of the Issuer adopted on May 17, 2016; (ii) a General Indenture of Trust dated as of December 1, 1994, as heretofore amended and supplemented, and as further amended and supplemented by an Eighth Supplemental Indenture of Trust dated as of _____ 1, 2016 (collectively, the "Indenture"); and (iii) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

The Series 2016 Bonds are being issued to (i) finance improvements to the Issuer's sewer and water system, (ii) refund a portion of its outstanding Sewer and Water Revenue Bonds, Series 2008 and Sewer and Water Revenue Refunding Bonds, Series 2009, and (iii) pay the costs associated with the issuance of the Series 2016 Bonds.

Our services as bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Series 2016 Bonds under the applicable laws of the State of Utah and to a review of the transcript of such proceedings and certificates. As to questions of fact material to our opinion, we have relied upon certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Issuer is a political subdivision and body politic of the State of Utah created and validly existing under the laws of the State of Utah.

2. The Indenture has been duly executed and delivered by, and is a valid and binding obligation of, the Issuer enforceable upon the Issuer in accordance with its terms.

3. The Indenture creates a valid lien on the Net Revenues (as defined in the Indenture) and other amounts pledged for the security of the Series 2016 Bonds.

4. Interest on the Series 2016 Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2016 Bonds, assuming the accuracy of the certifications of the Issuer and continuing compliance by the Issuer with the requirements of the Internal Revenue Code of 1986. Interest on the Series 2016 Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax ("AMT"); however, interest on Series 2016 Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to AMT because of its inclusion in the adjusted current earning of a corporate holder

5. Interest on the Series 2016 Bonds is exempt from State of Utah individual income taxes.

In rendering our opinion, we wish to advise you that:

(a) The rights of the holders of the Series 2016 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights

heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(b) We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement or any other offering material relating to the Series 2016 Bonds; and

(c) Except as set forth above, we express no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Series 2016 Bonds.

Respectfully submitted,

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Series 2016 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or its agent.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2016 Bonds, except in the event that use of the book-entry system for the Series 2016 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2016 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2016 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2016 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Series 2016 Bonds may wish to

ascertain that the nominee holding the Series 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Redemption notices shall be sent to DTC. If less than all of the Series 2016 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2016 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2016 Bonds at any time by giving reasonable notice to the Issuer or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

EXHIBIT E

TERMS CERTIFICATE

(See Transcript Document No. ___)

TERMS CERTIFICATE OF
OGDEN CITY, UTAH

Pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and Section 11-27-3 of the Utah Code Annotated 1953, as amended (collectively, the "Act"), and the authority delegated in the resolution adopted by the City Council (the "Council") of Ogden City, Utah (the "Issuer") on May 17, 2016 (the "Resolution"), authorizing the issuance and sale of the Issuer's Sewer and Water Revenue and Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), the undersigned Designated Officers hereby approve the following terms of the Series 2016 Bonds and related matters as delegated to the undersigned by the Resolution:

1. The final principal amount of $_____ for the Series 2016 Bonds.

2. The maturity dates, principal amounts, redemption provisions, and interest rates for the Series 2016 Bonds set forth in Schedule A attached hereto.

3. The [Underwriter][Purchaser] of the Series 2016 Bonds is _____.

4. The aggregate price to be paid by said [Underwriter][Purchaser] for the Series 2016 Bonds shall be $_____ (representing the par amount of the Series 2016 Bonds, plus a net reoffering premium of $_____ and less a purchaser's discount of $_____).

All capitalized terms used, but not defined herein, shall have the meanings assigned by the Resolution unless the context hereof requires otherwise.

IN WITNESS WHEREOF, we have hereunto subscribed our official signatures on behalf of Ogden City, Utah, this ___ day of _____, 2016.

OGDEN CITY, UTAH

_____
Designated Officer

_____
Designated Officer

_____
Designated Officer

_____
Designated Officer

SCHEDULE A

OGDEN CITY, UTAH

$_____
SEWER AND WATER REVENUE AND REFUNDING BONDS, SERIES 2016

Maturity Date (June 15)	Principal Amount	Interest Rate	Yield	Price

REDEMPTION PROVISIONS

The Series 2016 Bonds are subject to redemption prior to maturity at the option of the Issuer in whole or in part on any date on or after June 15, ____, in such order of maturity as may be designated by the Issuer, at the redemption price of 100% the principal amount of the Series 2016 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

REVIEW OF PETITION TO INCREASE MAXIMUM BUILDING HEIGHT IN DDR AND M-1 ZONES

PURPOSE OF WORK SESSION: **To review the proposed zone text amendment**

Planning Commission Recommendation **Approval of the zone text amendment (8-0)**

Executive Summary

A petition has been filed by Blake Wahlen, General Manager at Business Depot Ogden, to increase the City's height restriction in the M-1 and DDR zones from 40 feet to 50 feet. The requested amendment is based on changes in the marketplace regarding racking and storage needs in manufacturing and industrial type buildings. The proposed amendment would allow buildings in the M-1 and DDR zones to be up to 50 feet in height, except in M-1 zones when adjacent to a residential zone. In these cases, the maximum height in the M-1 zone would remain 40 feet. Including the M-1 and DDR zones, the City has seven zones that fall under the manufacturing category. Three have no maximum height limits, three others would have a 50-foot height limit with the proposed amendment, and one other has a 35-foot height limit.

Background

Blake Wahlen, General Manager at Business Depot Ogden (BDO), has submitted a petition to amend the maximum building height limit in the City's M-1 (Light Manufacturing) and DDR (Defense Depot Reuse District) zones. Mr. Wahlen explains in the letter submitted with the petition that changes in industry standards have allowed for higher racking systems and thus more efficiency in operations. The requested height increase would allow buildings to be built at a height that would accommodate the newer racking systems.

Ogden City has seven zones that would be classified as manufacturing or industrial. Two of the zones are used at BDO and are the Defense Depot Reuse District (DDR) zone and the Manufacturing, Research and Development (MRD) zone. Two other manufacturing zones are located at the Ogden Business Exchange development and include the Business Exchange Industrial (BEI) zone and Business Exchange Historical (BEH) zone. The City also has two general manufacturing zones, which are the M-1 and M-2 zones, and an additional area-specific zone known as the

Ogden Commercial and Industrial Park (OCIP) zone. Currently, the M-2, MRD, and OCIP zones have no maximum height limit prescribed. The current maximum building height in the M-1 and the DDR zones is 40 feet. The BEI and BEH zones' maximum building height limits are 50 feet and 35 feet respectively. It should be noted that the height limit in the BEH zone is set lower to ensure new construction is compatible with the historic Stock Exchange Building which was placed on the local historic register in 2015.

Current Proposal

The current proposal is to amend the maximum building height limit in the DDR zone from 40 feet to 50 feet and to amend the maximum building height limit in the M-1 zone from 40 feet to 50 feet except when adjacent to a residential zone. When an M-1 zone is adjacent to a residential zone, the maximum building height would remain limited to 40 feet.

Planning Commission

The Planning Commission reviewed the proposal at the meeting of April 6, 2016 and forwarded a recommendation of approval to the Council with a vote of 8-0. The recommendation was made with the finding that the amendments will meet the needs of a changing market demand, that the change will not be out of character with the surrounding development and the zone characteristics, and that the change is consistent with the other manufacturing zone standards.

Public Input

No public comment was given at the meeting. The transmittal information indicates that after the meeting Mr. Wahlen met with representatives from the Ogden Nature Center and it was determined that an agreement could be reached that would deal with development adjacent to the Nature Center. The agreement included a 45-foot height limit for development near to the Nature Center. It should be noted that the area within BDO closest to the Nature Center is zoned MRD and not DDR. The MRD zone has no height restriction prescribed in the zoning ordinance.

Attachments

1. Transmittal
2. Ordinance
3. Planning Commission Report
4. Petition 2016-1
5. Letter from Mr. Wahlen, dated March 3, 2016

Memos Prepared By: **Administrative Contact:** **Greg Montgomery, 629-8931**
Council Staff **Glenn Symes, 629-8164**

OGDEN CITY COUNCIL TRANSMITTAL

RECEIVED
APR 26 2016
OGDEN CITY
COUNCIL OFFICE

DATE:	April 14, 2016
TO:	Ogden City Council
THRU:	Mark Johnson, CAO
FROM:	Tom Christopulos, CED Director
RE:	Petition #2006-1 to amend 15-22-1 to increase the maximum height requirements from 40 feet to 50 feet for the M-1 and DDR zones.
STAFF CONTACT:	Greg Montgomery, Planning Manager
REQUESTED TIMELINE:	May 17, 2016
RECOMMENDATION:	Approval of the petition and staff inclusion to increase the height to 50 feet in the M-1 and DDR zones except when the building abuts a residential zone.
DOCUMENTS:	Ordinance, Staff Report

DISCUSSION:

The petitioner, Mr. Blake Wahlen, explained the reason for the petition is to meet the need of potential users interested in developing in BDO. The MRD zone has no height limit yet the DDR does. New automated systems and storage rack heights have increased over the years to a 37-foot height and when adding the clearance above the racks and then the roofing systems the buildings can easily exceed the present 40-foot limit. This request is to revise the ordinance so that BDO will be able to meet potential client needs by increasing the maximum height limit from 40 feet to 50 feet. Mr. Wahlen explained that they are aware of the mission of the Nature Center and will work with them to make sure they are comfortable but no DDR zoning is adjacent to Nature Center property.

Staff explained that when the petition came in they looked at all the manufacturing zones since the same reasoning of the changing industry standards would impact uses outside of BDO as well as inside BDO. In reviewing the history of the height limit at 40 feet, the M-1 zone had a different reason for its standard than the DDR zone but both dealt with compatibility concerns of the surroundings. In the DDR the concern was relating to the existing old warehousing and keep an appropriate scale and in the M-1 zone it was relating to potential residential neighborhoods which the M-1 zone may neighbor. Staff explained that prior to 1999 the M-1 zone did not have a maximum height and at the time the DDR and MRD zones were created the change was made in height maximums to the M-1 zone. Staff also explained that the recent BEI zone that was developed had a 50-foot height limit as it was looking more at the modern needs of buildings that could be developed. It would seem that having all three zones with the same 50-foot height limit would be more consistent with development patterns. Manufacturing uses against each other do not have the compatibility issues that a manufacturing use would have next to a residential zone. Staff's suggestion is to make the change in height except when next to a residentially zoned property and in that case retain the 40-foot height limit.

PLANNING COMMISSION ACTION:

The Planning Commission reviewed this petition on April 6, 2016 and recommended approval of amending both the DDR and M-1 zone maximum height to 50 feet as staff recommend with the residential provision. The motion was based on the findings that the revision will meet the needs of a changing market demand, the change will not be out of character with surrounding development and zone characteristics and the change is consistent with other manufacturing zone standards.

PLANNING COMMISSIONERS VOTE:	Yes	No
Blaisdell	X	
Chris	X	
Graf	X	
Holman	X	
Patterson	X	
Schade	X	
Southwick	X	
Wright	X	

CONCERNS OF CITIZENS

No one expressed concerns at the Planning Commission meeting. After the meeting there was discussion from the Nature Center to Boyer about the impact the 50-foot height could have on the visual aspects of the Nature Center. It was determined that a separate agreement could be worked out that would deal with treatment near the Nature Center of a 45-foot height limit but it would not apply universally in the zoning regulations.

ORDINANCE NO.___

AN ORDINANCE OF OGDEN CITY, UTAH, AMENDING THE OGDEN MUNICIPAL CODE BY AMENDING SECTION 15-22-1 TO INCREASE THE MAXIMUM HEIGHT REQUIREMENTS IN THE M-1 AND DDR ZONES; AND BY PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.

The Council of Ogden City hereby ordains:

SECTION 1. Section amended. Section 15-22-1 of the Ogden Municipal Code is hereby amended to read and provide as follows:

15-22-1: [DIMENSIONAL REQUIREMENTS:]

The following dimensional requirements shall apply in each manufacturing zone to building and parking setbacks:

	M-1	**M-2**	**MRD**	**OCIP**	**DDR**	**BEI**	**BEH**
Minimum lot area	3,000 sq. ft.	4,000 sq. ft.	None	20,000 sq. ft.	None	1 acre	1 acre
Minimum lot dimensions	40 ft. width	50 ft. width	None	50 ft. width	None	60 ft. width	60 ft. width
Maximum impervious coverage	80%	90%	80%	80%	None	80%	70%
Maximum building height	[~~40 ft.~~]50 ft., except 40 ft. adjacent to a residential zone	None	None	None	[~~40 ft.~~] 50 ft.	50 ft.	35 ft.
Front yard setback	20 ft.	10 ft.	20 ft.	20 ft. for building,	None for buildings	25 ft.	25 ft.

				10 ft. for parking lots	existing prior to July 1999. For new construct ion see section 15-23-2 of this title. 10 ft. for parking lots		
Side yard setback facing a street	20 ft.	10 ft.	20 ft.	20 ft. for building, 10 ft. for parking lots	None for buildings existing prior to July 1999. For new construct ion see section 15-23-2 of this title. 10 ft. for parking lots	20 ft.	20 ft.
Side yard setback	None, except 20 ft. adjacent to a residential or O-1 zone	None, except 20 ft. adjacent to a residential or O-1 zone	10 ft., except 20 ft. adjacent to a residential zone or O-1 zone, provided that 10 ft. shall only be required	10 ft.	None, except 20 ft. adjacent to O-1 zone, provided that 10 ft. shall only be required for	20 ft. for building, 10 ft. for parking or accessway	20 ft. for building, 10 ft. for parking or accessway

			for parking lots that are not adjacent to the Ogden Nature Center property[1]		parking lots that are not adjacent to the Ogden Nature Center property[1]		
Rear yard setback	20 ft.	None, except 20 ft. adjacent to a residential or O-1 zone	10 ft., except 20 ft. adjacent to a residential or O-1 zone	10 ft.	None, except 20 ft. adjacent to O-1 zone, provided that 10 ft. shall only be required for parking lots that are not adjacent to the Ogden Nature Center property[1]	20 ft. plus 1 ft. for every foot building is taller than 35 ft., 20 ft. for parking or accessway	20 ft. for building, 10 ft. for parking or accessway

Note:

1. The Ogden Nature Center property shall refer to the boundaries of the property in the O-1 zone to be conveyed to Ogden City for the benefit of the Ogden Nature Center pursuant to the DDOU reuse plan.

SECTION 2. Effective date. This ordinance shall be effective immediately upon posting after final passage.

PASSED, ADOPTED AND ORDERED POSTED by the Council of Ogden City, Utah this _____ day of _____, 2016.

_____
CHAIR

ATTEST:

_____
CITY RECORDER

TRANSMITTED TO THE MAYOR ON: _____

MAYOR'S ACTION: ☐ Approved ☐ Vetoed

_____
MAYOR

ATTEST:

_____
CITY RECORDER

POSTING DATE: _____

EFFECTIVE DATE: _____

APPROVED AS TO FORM: MHS 4/14/16
Legal Date

* The headings, catchlines or catchwords suggested for use in the Ogden Municipal Code and which are bracketed at the beginning of sections or subsections, shall not be considered to be a part of the ordinance adopted herein.

OGDEN CITY PLANNING COMMISSION
April 6, 2016 AGENDA ITEM- E

Report by Greg Montgomery

Agenda Name: Public Hearing-Petition #2016-1 to amend 15-22-1 to increase the maximum height requirements from 40 feet to 50 feet for the M-1 and DDR zones.

Petitioner/ Developer: **Boyer Company- Blake Wahlen**
1150 S. Depot Drive Suite 100
Ogden, Utah 84404

Petitioner/ Developer's requested action: Increase the maximum height of buildings in the DDR zone.

Planning Staff's Recommended Action

Approval of amending 15-22-1 to increase the maximum height of a building in the M-1 and DDR zone from 40 feet to 50 feet except when building is abutting a residential zone.

Planning Commission's determination for action

Increasing the height to a 50-foot maximum;

1. Will/ *will not* meet the necessary height to meet the changing needs of current trends for warehousing and storage.
2. Amending the language will not/ *will* be out of character with surrounding developments and characteristics of the zone.
3. Is/ *is not* consistent with other manufacturing zone standards.

Past History

July 1999- DDR and MRD regulations created and revisions made to manufacturing zone to have a 40-foot maximum height for M-1 and DDR zones.

Description of request

Business Depot Ogden has been reusing and developing new buildings for the last 15 years. New businesses that come to the Depot are looking for new buildings that will meet specific needs so the businesses stay competitive. One of those areas is having increase storage height with new automated systems to take advantage of the square footage of a space. The new rack systems

have heights of 37 or 38 feet. Once a clearance above the rack and then a pitched roof is placed on the building the height can easily exceed 40 feet. The DDR zone is where these large building uses are desired but the existing height limit creates a challenge to meet the new market needs. The petition seeks to amend the maximum height to 50 feet and if possible eliminate the height requirement.

Staff has included in the petition a consideration of also making the change to the M-1 zone. The 40-foot height maximum was established at the same time for both zones. Prior to the creation of the DDR zone, the M-1 zone had no height maximum. Staff feels it would be good to consider both height provisions at the same time because the issues would be similar.

What Planning Commission reviews

Zoning text amendments are required to be reviewed by the Planning Commission in a public hearing. The Commission reviews the purpose of the regulation, the general plan, and the reason for a proposed change and determines whether or not the request is consistent with those factors. The Commission then makes a recommendation they feel is in the best interest of the city to address the issue. The recommendation of the Planning Commission is then forwarded to the City Council for final action.

Factors for consideration of action

1. <u>What is the purpose of the height restriction?</u>

   Height restrictions have three general purposes. The first is to set the scale of development as it may relate to adjacent uses. The regulations in 1999 used this as the main reason for establishing the standard. In the M-1 it was added as a means to offer some protection to potential adjacent residential uses that may be next to M-1 uses. Where single family homes have a maximum height of 35 feet then the 40 feet standard was not too much of a transition between the types of development. In the DDR zone the height limit was to stay in scale with the existing old army warehousing units which are in the center of the DDR zone.

   A second reason for height controls is to be a planning tool to protect views or establish densities. Either reason would be why height controls are established. The R-3 to R-5 have no height limits as well as the C-2 and C-3 commercial. Manufacturing uses generally are not in areas where low density is desired nor where key community views are important.

The third reason for the height limit is to control of the airspace above a building so it does not interfere with flight paths into the airport. Generally, the flight overlay zone is used to control those spaces.

The scale of development seems to be the main issue of why the 40-foot standard was enacted when previously there was no height limit. The need to meet the changing nature of manufacturing production is an important reason to consider the change. When the development of the Business Exchange Industrial zone was made last year the height limit was established at 50 feet with industry trends in mind. It would seem reasonable to shift both the M-1 and the DDR to this same provision in areas where compatibility is not an issue such as against single family residential zones.

2. Are there special circumstances that are covered by other provisions besides the general height restriction?
Height restriction may be enacted as a means to develop compatibility between the built environment, however the zoning ordinance has a provision that allows such things as towers, smokestacks, silos, tanks, etc. to exceed the height limit provided no additional building floor space is above the height limit. (See 15-13-5A.) This means there may actually be physical items above the height limit of the zone for functional purposes and not everything will be under the height maximum.

   The MRD zone, even though it does not have a height limit generally, has a provision that the maximum height of warehousing is limited to 40 feet next to the Nature Center. This is in order to reduce impacts to the Nature Center. This amendment will not change that requirement as it is a special condition.

3. What are the potential impacts of changing the height limit?

   The main impact to changing the height is when the manufacturing use is adjacent to single family residential uses which are smaller in height. Taller buildings could adversely impact single family homes. In most areas the M-1 or DDR are next to other zones which have no height restrictions so it is not a question of compatibility or protection but more a question of the desired character of the specific zoning district.

Attachments

1. Petition and letter
2. Proposed ordinance change

Petition to Amend Ogden City's Zoning, Sign or Subdivision Ordinance

Ogden City Development Services
2549 Washington Blvd. Suite 240
Ogden, Utah 84401
(801) 629-8930

Please print legibly and complete all areas:

The following checklist will assist you with your petition to change the existing language in the Ogden City Zoning, Sign or Subdivision ordinance.

Petition Checklist

- ☑ Review this application with a Planner prior to filing in the City Recorder's office. Planner is to accompany petitioner when filing.
- ☑ In the space provided below, explain what portion of the ordinance you want to change and why the change would be in the best interest of the general public. Attach another sheet, if necessary.
- ☑ Include suggestions of how the regulations or requirement *should* read, if amended.
- ☑ Attach any documentation showing that other cities have similar requirements.
- ☑ Pay the **$600 filing fee** in the City Recorder's office and submit this petition at the same time.

Petitioner Contact Information

Name: Blake Wahlen

Address: 1150 S. Depot Drive Suite 100 City: Ogden State: Utah

Zip: 84404 Phone: 801.399.9885 E-mail: bwahlen@boyercompany.com

Petition to amend the Zoning, Sign or Subdivision Ordinance (please circle one)

I (we) the undersigned do respectfully request that the Ogden City **Zoning Sign Subdivision** (circle one)

Ordinance be amended by changing or eliminating 15-22-1 (Ordinance reference)

Please amend the ordinance as follows:

SEE Attached letter

This change is in the best interest of the general public because: This change will allow for larger distribution center to increase their clear height increasing the potential businesses to the area.

Petitioner's signature(s): [signature] **Date:** 3/4/16

Petition number: 2016-1
Filed in the office of the City Recorder
By Blake Wahlen
Date 3/8/16
Fee $600.00 Check # 1467

BUSINESS DEPOT
Ogden

March 3, 2016

Greg Montgomery
Ogden City Planner
2549 Washington Blvd.
Ogden, Utah 84401

RE: Request for April City Council Meeting

Dear Greg:

Section 15-22-1 of the Ogden City Zoning Regulations restricts the maximum building height in the DDR zone to 40 feet. While this height restriction may have been suitable for buildings when development began at Business Depot Ogden, the industry standard has changed allowing for higher racking systems, increasing the overall efficiency for operations. We are requesting that this regulation be revised to include building heights up to 50 feet. A better overall solution might be to eliminate the height restriction to match the adjoining MRD Zone.

We would request consideration of this matter at one of the April City Council meetings. We welcome the opportunity to give you additional information if needed.

Sincerely,

Blake Wahlen
General Manager
Business Depot Ogden

BW/lb

1150 South Depot Drive, Suite 100 • Ogden, Utah 84404 • T: 801.399.9885 • F: 801.393.2402 • www.boyercompany.com

RECOGNIZING BERT SMITH

COUNCIL STAFF REVIEW

ACTION: **None**

Request This is a request to recognize Bert Smith, co-founder of Smith and Edwards. Bert's family members will be present to accept this recognition award.

Council Staff Contact: Amy Sue Mabey, (801)629-8629

The Ogden City Council and Mayor

proudly recognize

Bert Smith

for providing invaluable contributions to the Ogden community.

Ogden-native Bert Smith exhibited a strong sense of community, patriotism, hard work and ingenuity in all of his dealings. He and his business partner, Lawrence Edwards, met while serving as shipmates in the Marine Corps during World War II and together founded Smith and Edwards, a store that originally sold military surplus out of Bert's West Ogden backyard and evolved into a warehouse that carries just about anything and everything. Bert worked up until his last days and always taught, "It's not what it is, it's what you make it."

Bert was civic-minded and stood up for causes that were important to him. He had a strong knowledge of and deep belief in the U.S. Constitution. He co-founded the National Center for Constitutional Studies, made significant contributions to the American Lands Council and heavily influenced Utah's political landscape.

We are saddened by Bert's passing and offer our sincere condolences to his family, friends and other close associates. We are confident that his legacy will continue for many years to come.

Presented this 10th day of May 2016.

Marcia L. White, Council Chair

Michael P. Caldwell, Mayor

PRESENTATION - PEDESTRIAN CORRIDOR ON MADISON AVENUE

COUNCIL STAFF REVIEW

ACTION: **None**

Background Ogden resident Bob Sawatzki has requested to make a brief presentation to the City Council regarding a proposed Madison Avenue Pedestrian Safety Corridor.

Council Staff Contact: Amy Sue Mabey, (801)629-8629

Bob Sawatzki
762 Liberty Ave.
Ogden, Utah 84404
801-393-7020
bobsawatzki01@gmail.com

March 7, 2016

Ogden City Council:

I am requesting that you reverse the 1992 decision by Ogden Mayor Scott Meacham to vacate Madison Ave. at its junction with the Ogden River Parkway. The closure of Madison Ave. was intended as a solution to vandalism at the City Cemetery and a means of combatting gang activity. (See attached **MadisonAvePlat.pdf.**)

The unfortunate side-effect was to erect a barricade through the heart of Ogden's poorest neighborhood, closing a historic right-of-way favored by generations of school children, bicyclists, dog-walkers, and countless other citizens who either cannot drive or choose not to drive. A chain-link fence was erected at one point in a vain attempt to stop pedestrian traffic. It was soon torn down by enraged residents demanding their right to walk across town in peace and safety. A period of benign neglect has ensued since then as citizens negotiate garbage, gang signs, and a roadway overgrown with weeds on a base of deteriorating asphalt.

I have been a home-owner on Liberty Ave since 1986. My wife and I chose this location after careful consideration, inspecting houses all over Weber County, searching for the ideal place to raise a family. The combination of affordability, convenient access to skiing in the mountain, and **walkable to downtown Ogden** made this location seem ideal. We have not regretted it except for the decline in safely walking anywhere due to increase in volume and speed of traffic.

Madison Ave. Pedestrian Safety Corridor

As the attached 1875 map of Ogden clearly shows, Madison Ave. is the street formerly known as Pearl Street and Liberty Park is the public space formerly known as Liberty Square. (See attached **1875OgdenMap.jpg**)

My suggestion is that Ogden City restore Madison Ave as a Pedestrian Safety Corridor (also known as a "roadway diet") connecting New Bridge School to Canyon Road and the Ogden River Parkway. My proposal is to reconfigure the roadway, dividing it into 3 streams of traffic: **1/3 of the right-of way reserved for North-bound pedestrian/bicycle traffic; 1/3 for South-bound pedestrian/bicycle traffic; the remaining 1/3 in the middle reserved for motor vehicles.**

The speed limit should be reduced to 20 mph.
"Dark-Sky" lighting installed.
Regular police patrols on foot and on bicycle.
NO motor vehicles allowed between the cemetery and Canyon Road.
(See attached SAFETYCORRIDORmap.pdf and EastCentalPlanMAP.pdf)

The benefits would be manifold and immediate:

- New Bridge School could live up to its name, allowing schoolchildren and residents, easy, safe, non-polluting access to the Ogden River Parkway.
- Ogden City can enhance its reputation as a bicycle-friendly place to live.
- Automobile traffic would be reduced.
- Air quality will improve.
- Natural wildlife will be restored.
- Getting police officers out of their cruisers will result in better relations with the people they serve.
- The Pedestrian Safety Corridor could be extended in installments, **SOUTH** to Lester Park, the Weber County Library, and James Madison Elementary School, and **NORTH** to Lorrin Farr Park and Gramercy School.

I have previously addressed the Council about this idea of reversing the road closure, allowing school children and inner-city residents to walk in peace and safety, free from harassment by motor vehicles.

(See attached editorials published in the ***Standard-Examiner*** in 2011**: "Gold Star Drive is Not a Dead End" and "What's A Greenway?"**

Conclusion: If no action is taken, the situation will only worsen as traffic and air pollution increase while public safety steadily declines. A city that will not look out for the rights of children and the poor is a city failing in its primary obligation.

Remember when it was safe to walk to the river?

The Public Safety Corridor will be a vital connection between the Ogden River Parkway and the East Bench.

Why not re-open Madison Ave.–but keep out motorized vehicles? Let citizens walk, bike, scoot, skateboard, and roll their wheel chairs in safety.

A 2015 photo of Madison Avenue vacated on January 28, 1992 during the administration of Mayor Meacham as shown on this plat map. #00-046-0007 Jan. 28, 1992 #020460002

What is a Safety Corridor?

Inner-city citizens trying to get across town without a motor vehicle are faced with an awful choice: State Highway 89 (aka Washington Blvd.) or Monroe Blvd., a long hill with a posted speed limit of 40 mph. What to do? Find a middle path, just as Ulysses did when he led his sea-faring soldiers between the crashing rocks of Scylla and the whirlpool of Charybdis.

Being between Scylla and Charybdis is an idiom deriving from Greek mythology, meaning "having to choose between two evils". According to the Ogden City Bicycle Master Plan, if Ulysses were alive today and on a bike instead of a boat, he would probably follow Madison Ave.

If your goal is to avoid traffic and enjoy scenery, Madison Avenue is the best way to get across town.

But Madison Ave. was vacated on the block betweeen the Ogden City Cemetery and Canyon Road in 1992. The decaying asphalt is now a public safety hazard, the site of trash, vandalism, fires, and crime.

It's time to re-consider that decision. Why not re-open this vital inner-city channel; but ONLY for pedestrians, bicyclists, roller bladers, long boarders, dog walkers, wheelchair drivers & nature lovers?

Bikers, pedestrians, disabled individuals & kids just want to get across town with the least amount of noisy, smelly, dangergous cars & trucks ripping along side.

Madison Avenue Safety Corridor

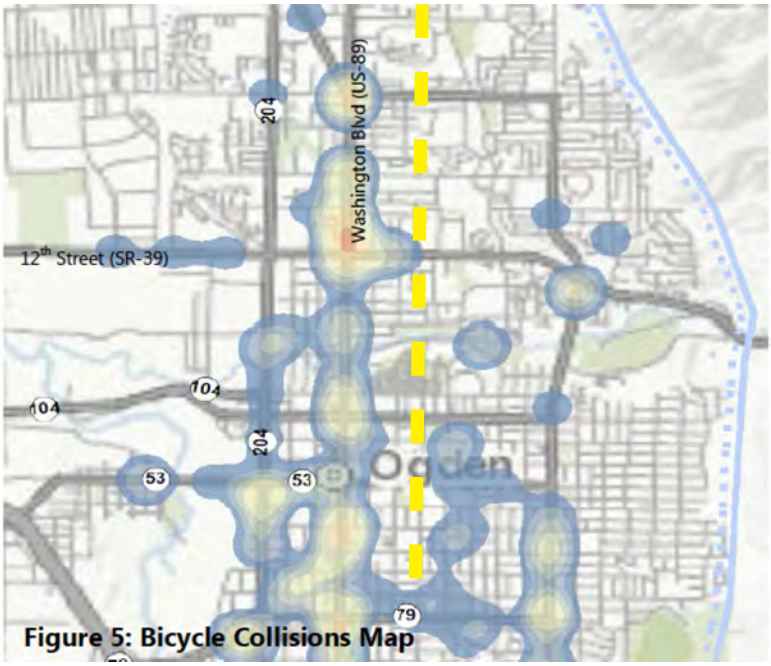


Figure 5: Bicycle Collisions Map

The Bicycle Collisons Map ***(page 22, Ogden City Bicycle Plan)*** shows the correlation of Madison Ave. with the **least dangerous** routes across town.

Why not maximize this existing framework of least-dangerous streets?

Keeping pedestrians and bicyclists away from motor vehicles (and vice-versa) is the goal.

"Follow the Yellow Brick Road"

A row of yellow bricks could be incorporated into the design as part of the 1% for the Arts requirement. In the event of natural catastrophe or public emergency, following **The Yellow Brick Road** will let survivors find their way to public schools, public parks, and to the Weber County Library.

Ogden City Bicycle Master Plan page 14.

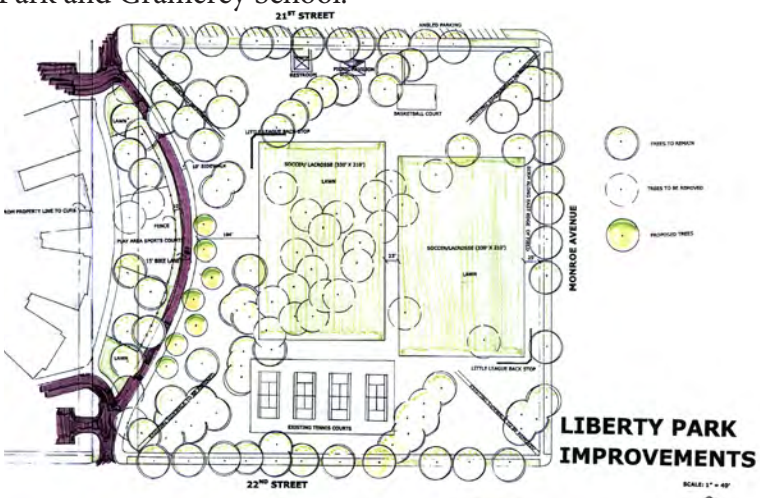
East Central

- Formally develop the connection from Madison Avenue through to River Road from 20th Street for bicycle and pedestrian use only.
- Develop a formal pedestrian- and bike-only linkage using the old Madison extension connection from 20th Street to the Ogden River.
- Establish an equestrian/bike trail just below the bluff on the north side of the cemetery.
- There is an increasing demand for walkability, the use of bicycles, and transit options within the City and State rights-of-way. There are physical changes the City can make to enhance these modes of travel. The City should include in the bicycle/pedestrian circulation plan in neighborhood designs that incorporate methods to achieve more "complete streets." Designate Jackson and Madison Avenues as "enhanced" bicycle routes for north/south travel.

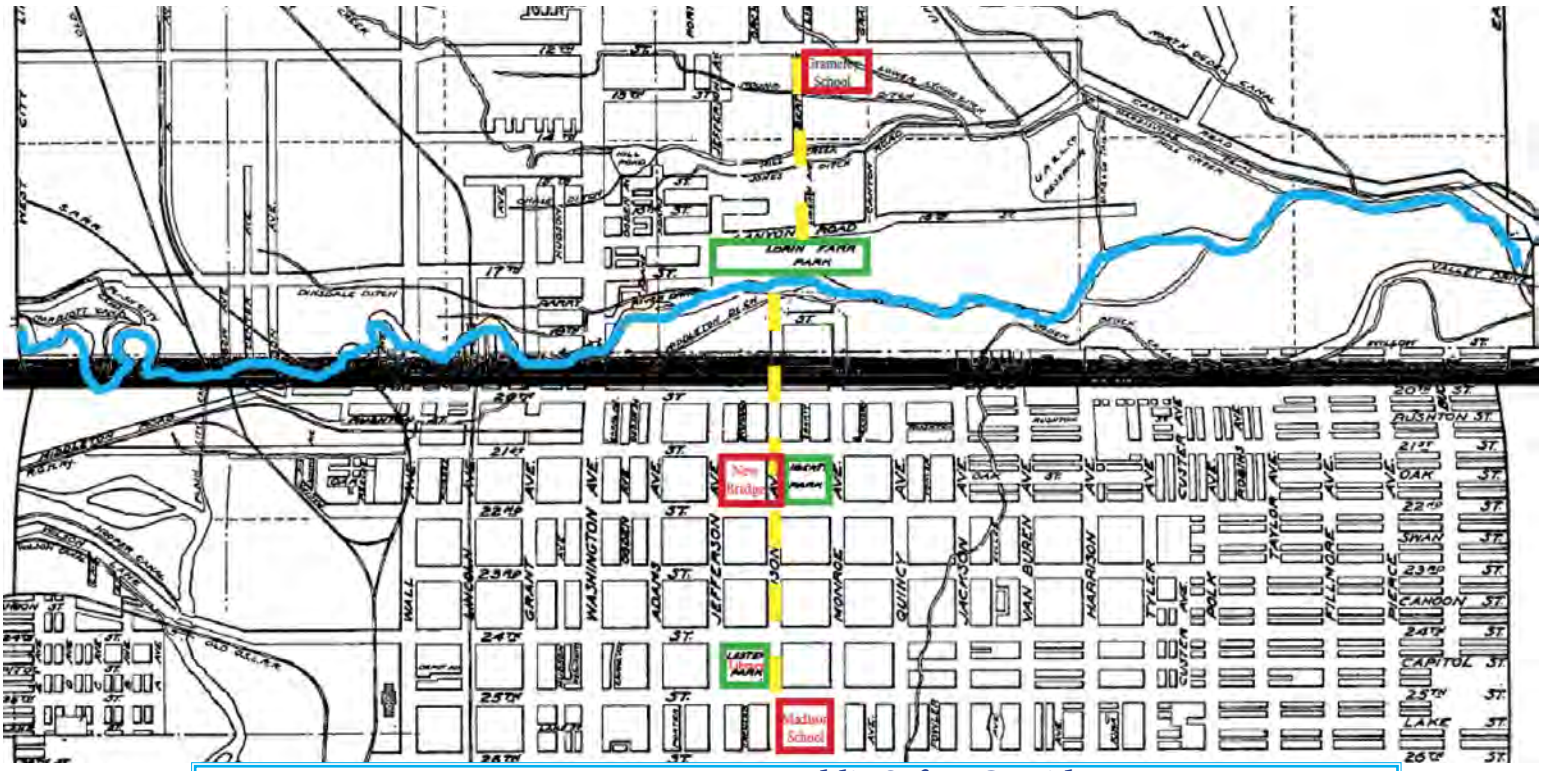
Madison Ave could be re-designed as a **Pedestrian Safety Corridor** (also known as a "roadway diet") connecting New Bridge School / Liberty Park to the Ogden River Parkway.

The Safety Corridor could be extended in installments, SOUTH to Lester Park, the Weber County Library, and James Madison Elementary School; NORTH to Lorrin Farr Park and Gramercy School.

The speed limit reduced to 20 mph.
"Dark-Sky" lighting installed.
Regular police patrols on foot and on bicycle.
NO motor vehicles between 20th St. and Canyon Road.



The benefits would be manifold and immediate:
Easy, **SAFE** access to the Ogden River Parkway.
Automobile traffic will be reduced.
Non-motorized travel will increase.
Health benefits for citizens who chose not to drive.
Less pollution will improve air quality.
Police officers on foot and bike patrols will result in better human relations with the people they serve.



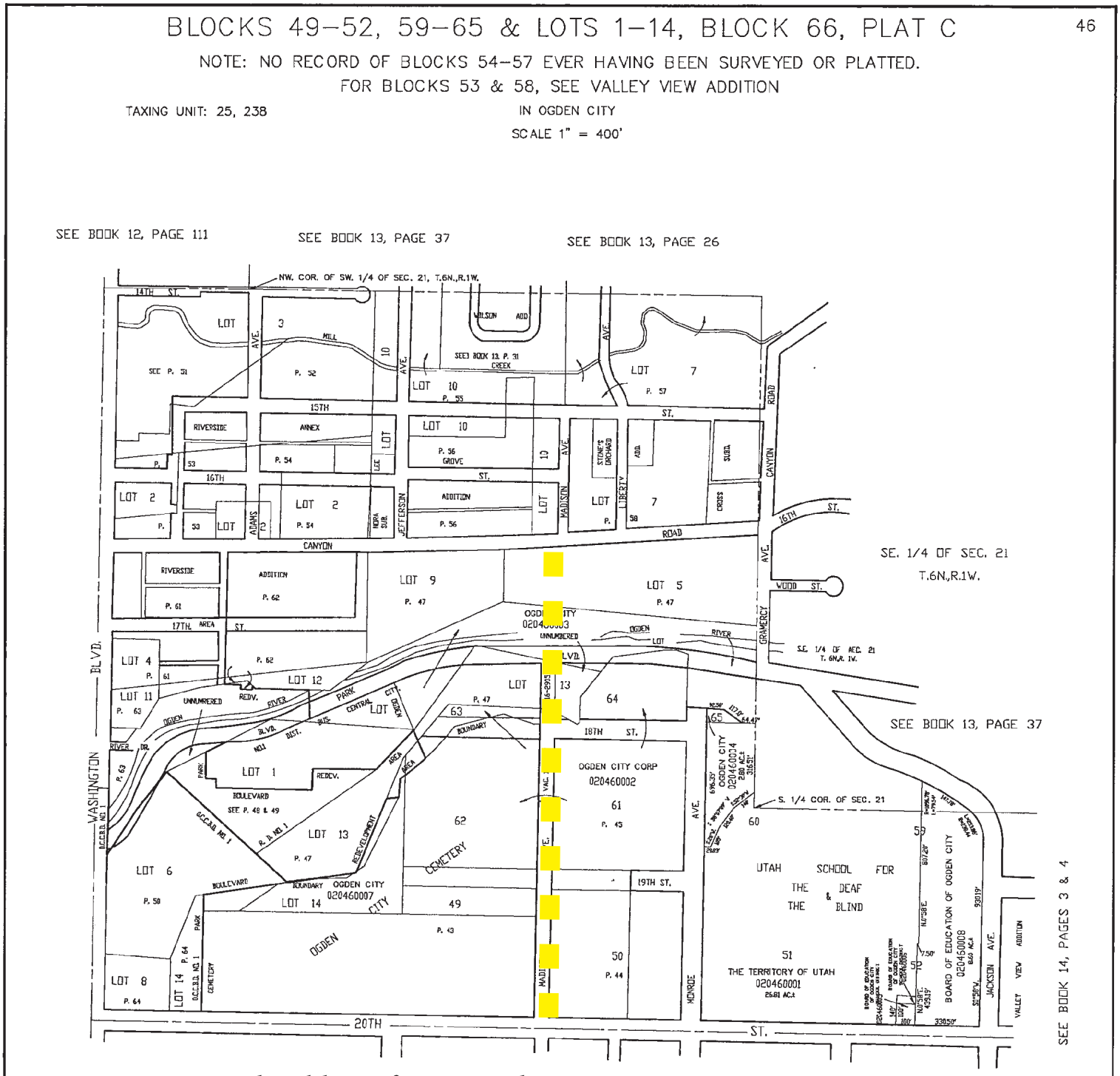
1919 Ogden City Map showing the **Public Safety Corridor** connecting 3 public schools, 3 city parks, and the Main Library via Madison Ave. & Liberty Ave.

Madison Ave. Barrier

Ogden's inner city access to the Ogden River via Madison Avenue was vacated on January 28, 1992 during the administration of Mayor Meacham as shown on this plat map. (#00-046-0007 Jan. 28, 1992 #020460002)

An earth berm was built at the south end of the block where it enters Ogden City Cemetery and topped with a row of pine trees. The decaying asphalt road remains, the site of crime, vandalism, trash, and arson. Yet every day residents pass through on this popular shortcut through Ogden's inner city.

Madison Ave. was the main road on top of the bench in Ogden City's original plat. **Why is Ogden City denying pedestrians and bicyclists easy, SAFE, passage across town?**



Proposed Public Safety Corridor between 20th St. and Canyon Road.

Madison Ave. Pedestrian & Bicycle Route Safety Corridor
passes through the center of the Oak Den RDA Study Area

Bicycle Boulevards

Bicycle boulevards combine shared lane markings with other features to provide a cycling-friendly environment on typically quiet streets. Traffic calming elements such as speed lumps, traffic circles or diverters, or raised crosswalks are also often constructed as part of a bicycle boulevard network. These elements help to keep traffic volumes low and vehicle speeds slow on bicycle boulevards. Bicycle boulevards can also incorporate changes to vehicle right-of-way: for example, stop signs can be used to control traffic on side streets and give the bike boulevard priority of movement. Wayfinding signs, directing cyclists to popular destinations and providing estimated distances or riding times, are also common features of bicycle boulevards. Ogden can begin to implement a citywide system of bicycle boulevards in tandem with a citywide wayfinding signage plan, geared towards cyclists with appropriate information and at an appropriate design scale.

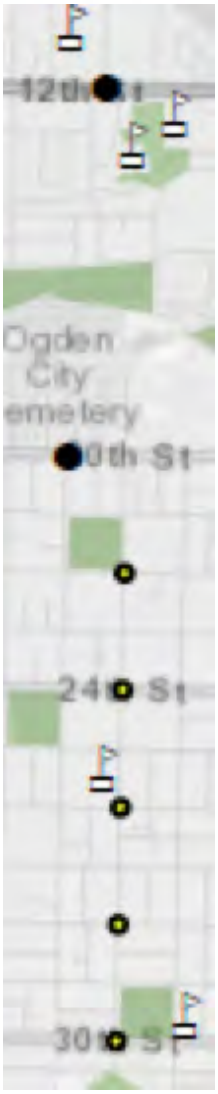
Bike Boulevard: This category assumes signage and shared-use pavement markings ("sharrows") along the length of the route at intervals of 250 feet (as per MUTCD guidelines) in each direction and at intersections. It also assumes placement of wayfinding signage in both directions every quarter-mile. This assumes that the roadway does not require rehabilitation or maintenance. The assumed unit cost is **$6,500 per mile.**

HAWK Beacons

A HAWK (High-intensity Activated crossWalK) beacon can be used in locations of high bicycle and pedestrian crossing volumes, to effectively stop traffic while still minimizing the amount of delay experienced by drivers. The signal faces of a HAWK beacon remain dark until activated by a pedestrian or cyclist wishing to cross, at which point the signal begins a sequence of flashing-yellow/steady-yellow/steady-red. On red, pedestrians and cyclists are given the right-of-way to cross the street. For the purposes of this Bicycle Master Plan, HAWK beacons are proposed on 12th Street near its intersection with Liberty Avenue, and near the Madison Avenue/20th Street intersection. Both HAWK beacons are situated along a proposed north/south bicycle boulevard on Madison and Liberty, and the 12th Street crossing location was frequently mentioned by members of the public as a problematic location for both cyclists and pedestrians. The 12th Street/Liberty location is in close proximity to an elementary school and junior high school as well, and could benefit students and parents trying to get between these locations.

In- Pavement Bike Detection

Bike detection can be installed under the pavement at intersections to alert the signal controller that cyclists need to cross through the intersection. Detection should be installed in bicycle lanes on intersection approaches at signals that are actuated (programmed with specific signal timing, which can be automatically changed if demand in a certain direction is low or a cyclist is detected waiting at an intersection). Pavement markings should be placed in the bike lane or boulevard so cyclists know where to stand in order to be detected. In this plan, bike detection is proposed at major signalized intersections where bike lanes or bike boulevards are planned on the minor streets. These generally include where



Madison Avenue
Bicycle Boulevard
p. 28-31, Ogden City Bicycle Master Plan

- Bike Detection
- HAWK Beacon
- Two-stage Left Turn
- FrontRunner Station
- Schools
- Parks

Madison Avenue	Bike Boulevard	20th Street	32nd Street	1.73 miles	$11,000

Funding Opportunity	Eligible Project Types	Qualifications	Lead Agency	Submittal Specifics
Transportation Alternatives Program	Bicycle and pedestrian improvements	Funds can be used for construction, planning and design of on- and off-road facilities.	WFRC and UDOT	WFRC funds are distributed to projects during the Transportation Improvement Plan project selection process. Most TAP projects will have an 80/20 federal/local match split. Projects can include sidewalks, trails, bicycle facilities, signals, traffic calming, lighting and safety infrastructure, and ADA improvements. Rails-to-trails conversions are also allowed. The Recreational Trails Program is included in Transportation Alternatives, as is the Safe Routes to School program. (http://www.fhwa.dot.gov/environment/transportation_alternatives/)
Community Development Block Grants-Entitlement Communities Program	Street improvements	Best if benefits low- or moderate-income populations.	HUD and Local Government	Grantee is a principal city of a metropolitan statistical area, a city with a population over 50,000, or a county with a population over 200,000. Part of a Consolidated Plan. (http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs/entitlement)
Surface Transportation Program	Bicycle and pedestrian improvements	Generally not used on local minor collectors with exceptions for bicycle/ pedestrian walkways.	UDOT	Concept reports due to MPO for consideration of programming funds. (http://www.fhwa.dot.gov/map21/factsheets/stp.cfm)
Congestion Mitigation and Air Quality	Bicycle and pedestrian improvements	Reduce congestion or improve air quality in nonattainment or maintenance areas by shifting travel demand to non-automobile modes.	WFRC	Projects must be included in the TIP. WFRC calls for projects from local communities each year. (http://www.fhwa.dot.gov/map21/factsheets/cmaq.cfm)

page 44, Ogden City Biocycle Master Plan

Published in the Standard-Examiner
Saturday, May 14, 2011

Viewpoints

Gold Star Drive is not a dead end

BY BOB SAWATZKI

[illegible]

Nearing the homestretch of its [illegible] Gold Star Drive [illegible] in Ogden, Utah [illegible] can be accomplished. I have a suggestion: How about restoring pedestrian access to a one-block stretch of road between the Ogden River and Ogden City Cemetery?

You know, the nearly-forlorn, piece of asphalt just across the river from Dyer's [illegible] No Dumping sign and a growth-covered metal gate, rendered completely useless since its normal function [illegible] to be used with [illegible]

People have been dumping [illegible] for years. Two years ago, somebody dumped a beer cooler. It deteriorated through the seasons, probably helping [illegible] the [illegible] finally [illegible] it [illegible]. Kids played with the [illegible]

"That's terrible!" said the lady behind the counter of the nearby Ogden Recreation Department when I reported the situation. "Somebody should do something." Somehow I don't think the message gets to Mayor Godfrey.

I pass through [illegible] every day on my way to work, along with maintenance [illegible] other inner-city residents, school children, strangers, [illegible], bikers, hikers, dog walkers, and anybody else out in a car seeking the most expeditious route between [illegible] Dyer's and the river [illegible].

It used to be called Madison Avenue. Our city fore[illegible], in their wisdom, built this thoroughfare traversing the center of Ogden all the way to the river. Today, Madison passes three city parks, the Main Library, the Golden Hours Recreation Center, the Veterans Center, [illegible], a public office, and a handful of condominium units between 26th and 28th Street, where it enters the cemetery. In 1991, the park passing through the cemetery was designated as 14th Star Drive. When I moved to Ogden in 1999 [illegible] through the cemetery to the river was closed to vehicles, but open to pedestrians.

I am not sure of the exact dates, but as I recall, the decision to block access was made in several years ago with the exception of ambulances to the cemetery and for access of an adjacent city composting facility. An exception to apart was built at the end of Gold Star Drive. Trees were felled and left in place [illegible] people passing through. Unknown citizens repair [illegible] by making a [illegible] the debris on the side of the [illegible].

The authorities failed to stop [illegible] citizens, but they succeeded in making the way ugly and dangerous.

A natural trail on the [illegible] was developed by [illegible] years ago. [illegible] successfully handling that route, until last summer when the [illegible] were dry enough to burn. I have no idea who set the fire, but finding home from work one day I saw a fire truck and crews [illegible].

The [illegible] Nature, the hill [illegible] a wide-open run for [illegible] dirt bikers to test their mettle.

Last month a [illegible] meeting [illegible] the idea of the road a consequence of heavy rain and a mountain of compost being trucked [illegible] the [illegible].

When I first started [illegible] Lane a pair of city workers stationed [illegible] to their truck, admiring the view. It looked like a last-ditch way had been found to completely stop traffic. The growth of the trees [illegible] and passage beyond it was becoming impossible.

Getting [illegible] Make-A-Difference Day, I packed my pruning saw when I biked to work the next day. It took about two minutes to saw through two trees. A city worker in his city truck was [illegible]. I dragged the [illegible] down the hill and set their stems in place [illegible] the [illegible].

"[illegible]" I [illegible] from the safety of his truck.

I [illegible] wondering which was the [illegible] part: clearing a pedestrian pathway or blocking the road so people can't use it as a [illegible].

I can't help recalling one memorable day a few years ago when this natural area between the river and the city was beautifully maintained, vibrant with life, birds singing and butterflies flying. Trees were poking up through the asphalt as my wife and I walked home from the library in company with Utah first Poet Laureate, David Lee, who had just given a public reading.

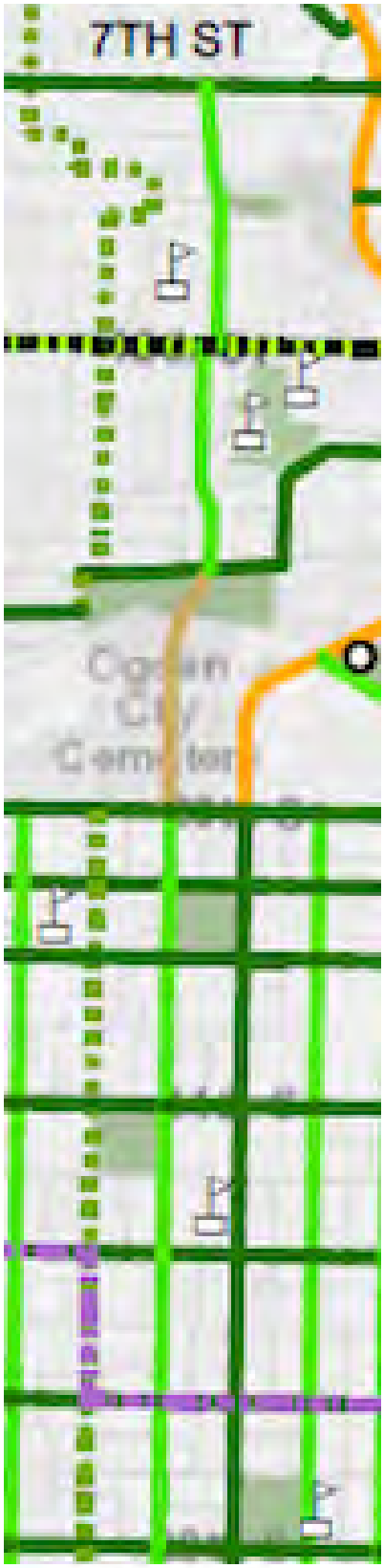
David was a little-[illegible] soul from his perspective and enjoyed a walk in and down. We had suggested a stroll to the cemetery and down to the river. He was mighty impressed that so much natural beauty still existed in a city like Ogden. [illegible] I don't [illegible] so.

This was long before Mayor Godfrey's vision of turning Ogden into a high [illegible] tourism [illegible]. [illegible] Old Days of the Ogden City Mall and before completion of the river parkway. It was hard to see what was so special about making an unexpected across from [illegible] for granted.

Now, whenever I passed by the No Dumping sign on my way to Gold Star Drive, I can't help wondering what David Lee would say. He might be moved to write a poem about it, but it wouldn't be a poem of praise.

[illegible] Ogden [illegible] beautiful [illegible] city. The beauty of my proposal is that improvement can be accomplished in a day. All that is required is clearing of an already paved road and the erection of new signs [illegible] "Gold Star Nature Trail."

Bob Sawatzki is [illegible] and travel [illegible] in Ogden.



Bike Boulevard
Bike Lane
Buffered Bike Lane
Protected Bike Lane
Shared Lane Marking
Promenade
Trail

Proposed Bikeway Network, Ogden City Master Bicycle Plan (figure 6) page 26

Published in the Standard-Examiner
Sunday, Nov. 20, 2011

What's a greenway?

By Tom Sawyer
Guest columnist

[illegible] the season was beautiful, but hiking to work up the dead end road formerly known as Medlin Avenue. I discovered the way was blocked by broken branches and fallen saplings. It looks like I'm going to have to pack my pruning saws [illegible] to remain clear.

This alcove ought to used by school children, dog-walkers, transients, and people like myself who choose not to drive. Against all efforts of the city military access, we keep finding paths through.

Thanks to the adjacent green waste facility, a pair of mulberry trees are growing sideways, encumbering two [illegible] of pavement.

What we have here is a cinder-block, inner-city wilderness thick with greenery.

A friend of mine says that, as a girl, she used to sled all the way to the river. Nowadays, kids would find their way blocked by fallen trees and broken glass.

Instead of limiting access, why doesn't Ogden City turn this into a public greenway? Thanks to the series of candidate debates sponsored this summer by the Ogden Ethics Project, I was able to bring my issue directly to the candidates.

On a warm August evening, in a [illegible] Armory Auditorium at Fort Staker, [illegible] city council candidates were arrayed across the stage. Some a hundred citizens, some with children, sat on folding chairs.

The fun was starting, lending a [illegible] to Lincoln. It looked like something by Norman Rockwell. There was the thunder of an approaching Front Runner easing into the station, and later, the slow moving shadow cast through [illegible] windows.

Dan Schroeder, director of the Ogden Ethics Project, led the candidates through a series of questions. What to do with the money generated by the quarter cent sales tax for transit was hotly debated.

Though I tended to support "alternative transit," all the money is currently going to road projects. That's when it occurred to me: could the tax be used to build a greenway system?

We [illegible] were distributed to a panel and pencils for questions from the audience.

Here's what I wrote: "Would you support the creation of an Ogden Greenway System?"

When my question was asked, there was consternation among the candidates. "What's a greenway?" one of the candidates said to the fellow next to him.

Several candidates seemed to have the question repeated. The question was read again, and again the candidates spoke among themselves.

I stood up, identified myself, and said, "Basically, just a safe

Tom Sawyer

route through the city for people who don't drive."

You could almost see light bulbs turning on over their heads as comprehension dawned.

Candidate Halvorson spoke first, saying, "It's a great idea. It should be included in our long range plan, but now is not the time to start new projects."

Richard Hyer said, "I saw one of those in Florida and it was a great draw. Very popular."

Amy Wincenson said, "It would be included in our 'greenway' plan."

Jennifer Neil said that she would want to see a specific plan before deciding anything.

None of the other candidates were in favor of a greenway system, with one White speaking most vehemently against it. "We already have a greenway," he said. "It's called a sidewalk and it goes right through town along Washington Boulevard."

After the debate, I spoke with City Council member Carlin Grobmyer, who encouraged me to continue my quest. "It should be included in the Recreation Master Plan," she said. "Your timing is perfect."

I asked Dan Schroeder for advice about how to proceed. Schroeder suggested that I start small. Focusing on a pilot project, he explained, present it to the city council.

Biking around town, I developed a circuit connecting four city parks, the library, the municipal building, the Jefferson Historic District, the new mini being built in the Ogden Junction, to the river parkway. I called it the Greenway Mini.

I'm a writer, not an engineer, so the two page proposal and simple colored map that I submitted to the city council on Sept. 20 was decidedly amateurish.

"You could start the greenway right here," I said. "Cross the street and go south on Street Avenue. There's very little traffic on that street. Why not let people use the streets, instead of cars?"

Three minutes later, we were standing down Gold Star Drive, heading towards Sally's sled sledding hill and the river parkway, when I ran out of time.

The council members were [illegible] about [illegible]. Never have I seen so many politicians [illegible] a chance to speak. They had no comments or questions, and there being no further business, the meeting was adjourned.

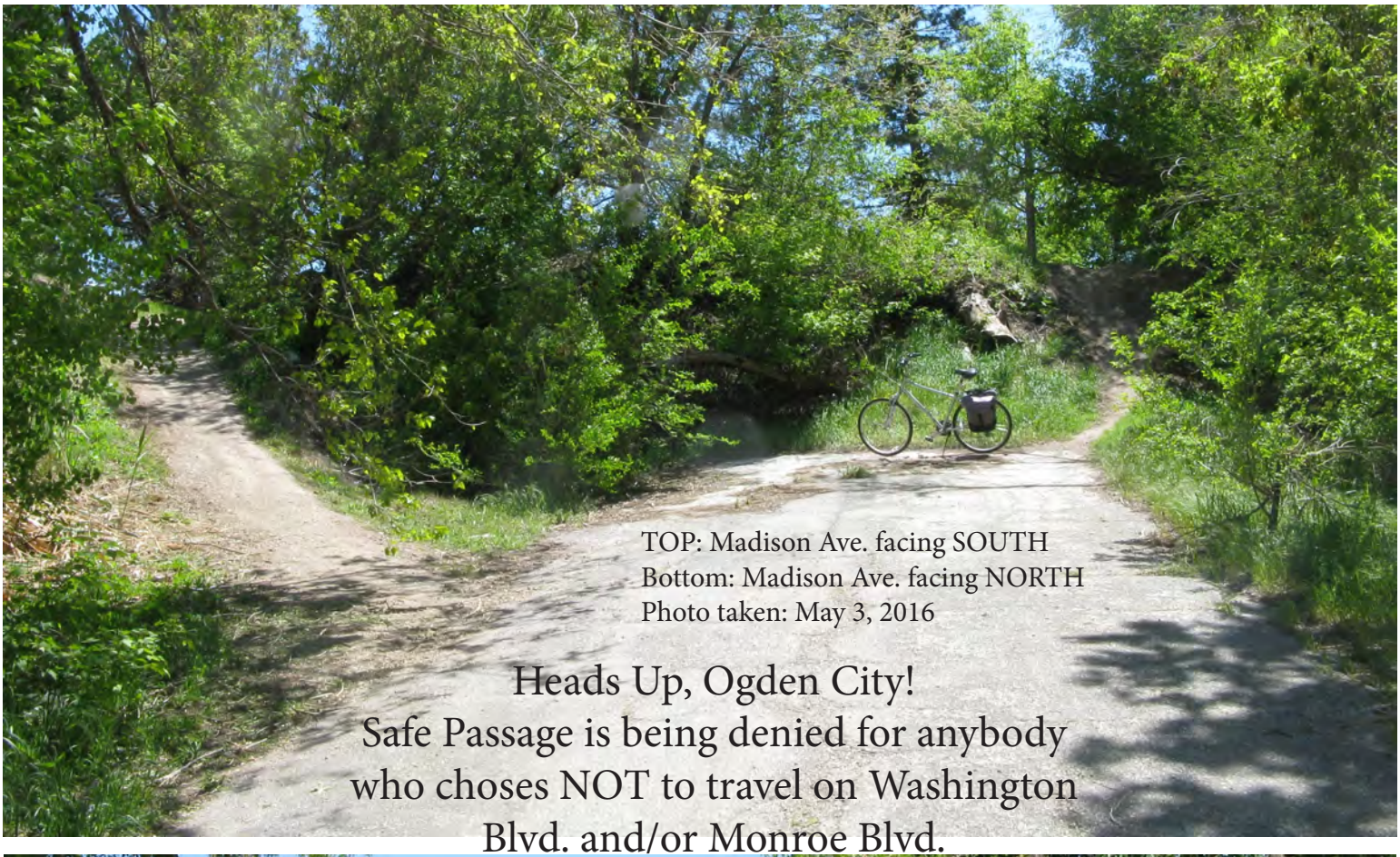
I haven't heard a word from them since, having missed meeting in Ogden range for a greenway system.

And if such a plan were submitted to the city council, would they do anything about it?

Stay tuned.

Tom Sawyer lives in Ogden.

Readers note: A longer version of this column is on Standard.net: http://www.standard.net/Stories/Local/2011/08/20/Whats-a-greenway-system



TOP: Madison Ave. facing SOUTH
Bottom: Madison Ave. facing NORTH
Photo taken: May 3, 2016

Heads Up, Ogden City!
Safe Passage is being denied for anybody who choses NOT to travel on Washington Blvd. and/or Monroe Blvd.

FY2016 BUDGET AMENDMENT ($487,200)

- ***Transfer and Appropriate BDO Lease Revenue Funds for Purchase of Property at 281 W. 33rd Street ($93,600)***
- ***Transfer and Appropriate BDO Lease Revenue Funds to Fund a Loan/Grant to BV Maple Holdings to Demolish the Old Fred Meyer Building at 262 12th Street ($100,000)***
- ***Recognize and Appropriate Revenue from General Fund Fund Balance for Ogden City Branding Projects ($100,000)***

DETERMINATION: **Set or Not Set Public Hearing for June 7, 2016**

Executive Summary

The Administration will present a review a proposed FY2016 Budget Amendment.

Background

During the fiscal year, the Council considers proposals for budget adjustments to allow for the following:

1. Entering grant or other special purpose revenues into the budget prior to expenditure.
2. Making mid-course corrections to avoid budget overruns.
3. Forwarding encumbrances from the previous fiscal year.
4. Other items dealing with special circumstances or opportunities.

The Uniform Fiscal Procedures Act for Utah Cities requires that a public hearing be held on all budget adjustments where the budget of one or more funds is increased. (Utah Code Ann. §10-6-127.) Notice of the public hearing must be given seven (7) days prior to the hearing. (Utah Code Ann. §10-6-113.)

April 19, 2016

The Administration transmitted a request to amend the FY2016 Budget to Transfer funds from General Fund fund balance and BDO Enterprise Fund for a property purchase, a loan/grant for demolition of the Fred Meyer building on 12th Street, and projects to support the City's rebranding efforts.

May 3, 2016
The Council held a work session to review and discuss the proposed FY2016 Budget Amendment.

Proposal The proposed FY2016 Budget Amendment is summarized as follows:

Amount	Source of Funds	Use of Funds
$ 100,000	BDO Lease Revenue Retained Earnings	Loan/Grant - Demolition of 261 12th Street
$ 93,600	BDO Lease Revenue Retained Earnings	Property Purchase - 281 West 33rd Street
$ 100,000	General Fund Fund Balance	Ogden City Branding Projects

Questions Please review the proposed budget amendment and projects being funded.

Council Staff Contact: Janene Eller-Smith, (801)629-8165

RECEIVED
APR 19 2016
OGDEN CITY
COUNCIL OFFICE

OGDEN CITY TRANSMITTAL

Date:	April 14, 2016
To:	Ogden City Council
From:	Lisa Stout, Comptroller
RE:	Budget Opening – FY 2016 Property Purchase, Demolition and Branding

Staff Contact:	Lisa Stout, Comptroller, ext. 8713
Recommendation:	Set public hearing and adopt ordinance
Documents:	- Ordinance - Schedule A (Revenue) - Revenue Detail Schedule - Schedule B (Appropriations) - Appropriation Detail Schedule

Executive Summary

This proposed action is to recognize a budget opening to the General Fund and the BDO Enterprise Fund of Ogden City.

The BDO Enterprise Fund has sufficient retained earnings to appropriate funds, in the amount of $193,524, for transfer to the City's General Fund. The transferred funds are proposed to be appropriated in the General Fund for the following purpose.

A property purchase and environmental assessment, in the amount of $93,600, at 281 West 33rd Street, Ogden. The property purchase price is $87,500 and it is estimated that an environmental assessment and closing costs on the property will cost $6,100. This budget opening is in coordination with the Department of Community and Economic Development and their request for the City Council to adopt a resolution and ratify the purchase of this property.

A loan, in the amount of $100,000, to help fund demolition of blighted buildings at 262 12th Street, Ogden. This budget opening is in coordination with the Department of Community and Economic Development and their request for the City Council to adopt a resolution approving this loan.

The General Fund has sufficient fund balance to appropriate $100,000 to cover expenditures associated with the branding effort of Ogden City. One immediate recommendation in branding the City was for installation of wayfinding signs.

Background

Council action is required to appropriate.

Proposal

Review and adopt ordinance.

Fiscal Impact

An increase to the City Budget of $487,200.

ORDINANCE NO. 2016-26

AN ORDINANCE OF OGDEN CITY AMENDING THE BUDGET FOR THE FISCAL YEAR JULY 1, 2015 TO JUNE 30, 2016 BY INCREASING THE ANTICIPATED REVENUES FOR A GROSS INCREASE OF $487,200 FROM SOURCES AS DETAILED IN THE BODY OF THIS ORDINANCE; AND INCREASING THE APPROPRIATIONS FOR A GROSS INCREASE OF $487,200 AS DETAILED IN THE BODY OF THIS ORDINANCE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.

WHEREAS, after due consideration, the Council of Ogden City has approved the proposed modifications as described herein.

The Council of Ogden City hereby ordains:

SECTION 1. Anticipated revenues, transfers and adjustments for the 2015-2016 budget altered, increased and decreased. The anticipated revenues, transfers and adjustments for the various funds of the 2015-2016 budget are hereby changed as hereinafter set forth, with net adjustments of $487,200, as detailed in Schedule "A", which is attached hereto and made a part by reference.

SECTION 2. Appropriations from the 2015-2016 budget altered, increased and decreased. The appropriations for various funds of the 2015-2016 budget are herein altered, increased and decreased by net adjustments of $487,200, as follows:

Appropriations increased since June 30, 2015 as detailed in Schedule "B", which is attached hereto and made a part hereof by reference.

SECTION 3. Effective date. This ordinance shall become effective immediately upon posting after final passage.

PASSED, ADOPTED AND ORDERED POSTED by the Council of Ogden City, Utah, this _____ day of _____, 2016.

_____
CHAIR

ATTEST:

_____
Tracy Hansen, City Recorder

Transmitted to the Mayor on _____

Mayor's Action: ____ Approved ____ Vetoed

_____
Michael P. Caldwell, Mayor

ATTEST:

_____
Tracy Hansen, City Recorder

Posting Date: _____

Effective Date: _____

Approved as to Form: _____
Legal Date

OGDEN CITY
PROPERTY PURCHASE, DEMOLITION AND BRANDING BUDGET OPENING - FY 2016
REVENUE SCHEDULE
SCHEDULE "A"

Account Title	Account Number	Amount
General Fund		
Transfer from BDO Fund	1000-1-84003	$ 100,000
Transfer from BDO Fund	1000-1-84003	$ 93,600
Beginning Fund Balance	1000-1-83002	$ 100,000
SUB TOTAL GENERAL FUND		**$ 293,600**
BDO Enterprise Fund		
Used of Retained Earnings	5181-1-83000	$ 100,000
Used of Retained Earnings	5181-1-83000	$ 93,600
SUB TOTAL BDO ENTERPRISE FUNDS		**$ 193,600**
TOTAL REVENUE BUDGET		**$ 487,200**

OGDEN CITY
PROPERTY PURCHASE, DEMOLITION AND BRANDING BUDGET OPENING - FY 2016
REVENUE DETAIL SCHEDULE

General Fund

Item Title	Description	Amount
Transfer from BDO Fund	Transfer from the BDO Enterprise Fund to the General Fund for the purpose of a loan to property owner to fund demolition costs at 262 12th Street in Ogden.	$ 100,000
Transfer from BDO Fund	Transfer from the BDO Enterprise Fund to the General Fund to purchase property at 281 West 33rd Street in Ogden.	$ 93,600
Beginning Fund Balance	Use of General Fund Balance to appropriate for use in Ogden City branding.	$ 100,000
	SUB TOTAL GENERAL FUND	**$ 293,600**

BDO Enterprise Fund

Used of Retained Earnings	Transfer from the BDO Enterprise Fund to the General Fund for the purpose of a loan to property owner to fund demolition costs at 262 12th Street in Ogden.	$ 100,000
Used of Retained Earnings	Transfer from the BDO Enterprise Fund to the General Fund to purchase property at 281 West 33rd Street in Ogden.	$ 93,600
	SUB TOTAL BDO ENTERPRISE FUNDS	**$ 193,600**
	TOTAL REVENUE BUDGET	**$ 487,200**

OGDEN CITY
PROPERTY PURCHASE, DEMOLITION AND BRANDING BUDGET OPENING - FY 2016
APPROPRIATION SCHEDULE
SCHEDULE "B"

Account Title	Account Number	Amount
General Fund		
Loan for Demolition Costs	1000-1-08-300400-22NEW	$ 100,000
Professional & Technical-Branding	1000-1-01-300300-13425	$ 100,000
Property Purchase	1000-1-01-300300-34001	$ 93,600
SUB TOTAL GENERAL FUND		**$ 293,600**
BDO Enterprise Fund		
Transfer to General Fund	5181-1-09-550103-41002	$ 100,000
Transfer to General Fund	5181-1-09-550103-41002	$ 93,600
SUB TOTAL BDO ENTERPRISE FUNDS		**$ 193,600**
TOTAL APPROPRIATIONS		**$ 487,200**

OGDEN CITY
PROPERTY PURCHASE, DEMOLITION AND BRANDING BUDGET OPENING - FY 2016
APPROPRIATION DETAIL SCHEDULE

General Fund

	Item Title	Description	Amount
NonDepartmental	Loan for Demolition Costs	Loan to property owner to fund demolition costs at 262 12th Street in Ogden.	$ 100,000
NonDepartmental	Professional & Technical-Branding	Use of General Fund Balance to appropriate for use in Ogden City branding.	$ 100,000
NonDepartmental	Property Purchase	To purchase property and complete and environmental assessment at 281 West 33rd Street in Ogden.	$ 93,600
		SUB TOTAL GENERAL FUND	**$ 293,600**

BDO Enterprise Fund

CED-Business Development	Transfer to General Fund	Transfer from the BDO Enterprise Fund to the General Fund for a loan to fund demolition costs at 262 12th Street in Ogden.	$ 100,000
CED-Business Development	Transfer to General Fund	Transfer from the BDO Enterprise Fund to the General Fund to purchase property at 281 West 33rd Street in Ogden.	$ 93,600
		SUB TOTAL BDO ENTERPRISE FUNDS	**$ 193,600**
		TOTAL APPROPRIATIONS	**$ 487,200**

GRANT/LOAN TO BV MAPLE HOLDINGS/BALL VENTURES, LLC

- ***Fred Meyer Building Incentive Study (UCA § 10-8-2)***
- ***Promissory Note/Loan Agreement ($100,000) for Demolition of Fred Meyer Building at 262 12th Street***

DETERMINATION: **Set or Not Set Public Hearing for June 7, 2016**

Executive Summary

The Council will consider setting a public hearing on a Resolution authorizing a grant or loan of $100,000 to BV Maple Holdings/Ball Ventures, LLC to fund demolition of the Fred Meyer Building located at 262 12th Street.

Background

Utah Code Ann. § 10-8-2

Section 10-8-2 of the Utah State Code outlines the requirements for appropriating funds for a "corporate purpose." This statute authorizes the City Council to appropriate funds for any project or organization if the Council determines the funding will promote the "safety, health, prosperity, moral well-being, peace, order, comfort, or convenience" of Ogden citizens. The process requires the following:

- A determination of the value received—intangible benefits can be considered
- A study showing the benefits and purpose of the appropriation and how the City's goals and objectives will be met by the appropriation
- A public hearing on the study (14-day notice)

Note that the statute indicates that this process must be followed only if the funds are not appropriated during the annual budget process.

September 26, 2012

The Council held a work session to discuss an Administrative proposal to make a donation under Utah Code Annotated § 10-8-2 to facilitate a development along Washington Boulevard. The Council approved the donation, but Council members requested that a policy be established to

ensure that future proposals would be handled consistently. Council staff agreed to work with the Administration to develop a process.

October 16, 2012

The Council adopted Resolution 2012-23 establishing a policy for donations to outside entities. The process set forth in the Resolution requires the following:

1. Completion of a study that addresses the following:
   a. The benefit the City will receive—tangible or intangible—in return for appropriated funds.
   b. An analysis of how the appropriation will be used to enhance the safety, health, prosperity, moral wellbeing, peace, order, comfort, or convenience of Ogden City residents.
   c. Whether the appropriation is necessary and appropriate to accomplish any of the goals and objectives of the City such as
      i. Removing blight or underdeveloped properties.
      ii. Increasing the City's tax base.
      iii. Creating jobs.
      iv. Retaining jobs.
      v. Any other identified public purpose that the development might serve.
   d. Completion of a financial analysis showing projected financial returns to the City, if any, and the period of time over which the City will recoup the amount of the appropriation.
2. A finding by the Council that the development will promote the safety, health, prosperity, moral wellbeing, peace, order, comfort, or convenience of the Ogden City residents shall be adopted by Resolution citing the Study as evidence to support that finding.
3. The final appropriation shall be completed in accordance with the processes outlined in Utah Code Ann. § 10-8-2:
   a. If the appropriation will be made as an amendment to the current year fiscal budget, then the appropriation shall be approved pursuant to the process outlined in Utah Code Ann. § 10-8-2(3)(d).
   b. If the appropriation is made as part of a future fiscal year budget, then the appropriation shall be approved during the regular annual budget process.

This policy is consistent with state law.

April 19, 2016
The Council Offices received an Administrative transmittal requesting the Council approve a $100,000 grant/loan to BV Maple Holdings Utah, LLC and Ball Ventures, LLC, for demolition of the Fred Meyer Building located at 261 12th Street, Ogden, Utah.

May 3, 2016
The Council held a work session to review the Administration's proposal to grant/loan $100,000 to BV Maple Holdings Utah, LLC and Ball Ventures, LLC.

Fred Meyer Building
Fred Meyer operated a store at 262 12th Street in Ogden until 2002. Ownership of the 150,000 sq. ft. building has changed several times since the store closed. The property is located in a major commercial section of the City and a prime location for development. However, the large size of the building limits the development potential for the site. Since 2002, the building has continued to deteriorate and the building structure is now so far compromised that it is no longer economically viable for renovation or reuse.

BV Maple Holdings Utah, LLC, a subsidiary of Ball Ventures, LLC, (BV) acquired the building in 2012 and has been attempting to get a tenant on the site since that time. The building needs to be demolished to allow BV to build to tenant specifications. In order to make development of the property financially feasible, BV has asked the City contribute to the cost of demolishing the building.

Proposal

The Administration is requesting the Council approve a Resolution that adopts or authorizes the following:

1. Adopts the findings and conclusions of a Fred Meyer Incentive Study;
2. Approves the Promissory Note and Loan Agreement with BV;
3. Authorizes the Mayor to execute the Promissory Note and Loan Agreement with BV.

Fred Meyer Building Incentive Study

The Administration has completed and submitted a study in accordance with §10-8-2 of the Utah Code and City Council policy. The Study outlines the benefits of a donation to BV as follows:

Findings

The following benefits support public policy and provide sufficient consideration for the donation:

Benefits to Ogden City

A. Tax Base
   a. *Property Tax*. Future development at the site will generate additional $112,700 in property tax revenues annually beginning in the next 5-7 years.
   b. *Sales Tax*. Future development at the site will generate additional $30,000 in sales tax revenues annually beginning in the next 5-7 years.
   c. *Other*. Future development at the site will generate additional building permit fees, impact fees, business license fees, municipal energy fees, and utility service fees.

B. Economic Development
   a. *Business and Employee Expenditures*. A tenant at the site will directly or indirectly promote or impact the following:
      i. Purchases in the City;
      ii. Economic diversification within the City and County;
      iii. Additional economic development
      iv. Existing businesses and industries by bringing additional employees/customers to the area
      v. Employee expenditures in the area

C. Construction Expenditures
   BV estimates construction at the site will be valued at approximately $32 M. A portion of those construction costs may go to local vendors.

D. Neighborhood Benefits
   Nearby commercial entities will benefit from removal of blight and the private investment on the site.

Accomplishment of Goals and Objectives

A. Necessity of Appropriation
   This is public investment and an opportunity to reduce blight and spur development on the site.
B. Whether the Appropriation is Appropriate
   a. The total loan (donation) will not exceed $100,000. The development must meet certain terms and conditions under the Agreement. If the Development cannot meet those terms and conditions, the funds must be repaid.
   b. The donation will leverage additional investment at the site.
   c. The removal of blight will contribute to the overall health and safety of Ogden citizens.

Conclusion

The blight reduction and additional private investment that will come with future development accomplishes the overall goals of the City and, therefore, justifies the donation.

Promissory Note/Loan Agreement

Key terms of the proposed Promissory Note and Loan Agreement are as summarized follows:

- Loan of $100,000 will be paid by Ogden City to BV in a lump sum within 30 days of the following
  - issuance of a demolition permit
  - Proof of agreement with demolition company
  - Substantial commencement of demolition must begin on or before August 1, 2016
  - A new structure must be completed on the site on or before August 1, 2018
  - If BV fails to complete new development by August 1, 2018, BB must repay the loan plus accrued interest at 5% within 30 days.
  - Interest rate will be 15% if not paid within 30 days of due date.

Questions

1. Please review the proposed agreement with BV.

2. Please explain why the Administration/CED think this is an appropriate use of City funds.

Council Staff Contact: Janene Eller-Smith, (801)629-8165

RESOLUTION NO. 2012- 23

A RESOLUTION OF THE OGDEN CITY COUNCIL ESTABLISHING POLICIES AND PROCEDURES GOVERNING CITY CONTRIBUTIONS TO REDEVELOPMENT, ECONOMIC DEVELOPMENT, OR COMMUNITY DEVELOPMENT PROJECTS WITHIN OGDEN CITY.

WHEREAS, Ogden City has an interest in revitalizing its business and neighborhood communities through the promotion of redevelopment, economic development and community development projects within the City; and

WHEREAS, the Council's primary goals for revitalization of its business and neighborhood communities are to ensure the safety, health, prosperity, moral wellbeing, peace, order, comfort, or convenience of the City's residents; and

WHEREAS, the City's primary tools for meeting these goals through new development projects are removing blighted or underdeveloped properties, increasing the City's tax base, creating jobs, preserving jobs, providing affordable housing options, providing needed commercial services, or otherwise improving the quality of life for Ogden residents; and

WHEREAS, From time to time, private development companies seek financial assistance from the City to make a development project in Ogden City economically viable; and

WHEREAS, In many cases, without such assistance, the project would not be completed within Ogden City causing the City to forego the benefits that would come to the community through the project; and

WHEREAS, In promoting new development projects, the City may invoke the powers of the Ogden Redevelopment Agency, as authorized under Utah Code Ann. §17, to provide financial incentives or otherwise assist development projects; However, pursuant to Utah Code Ann. § 10-8-2 the City may also provide such assistance with available General Fund monies;

WHEREAS, The City Council desires to establish policies and procedures governing City financial contributions to redevelopment, economic development or community development projects to promote consistency and due diligence when appropriating funds to assist with development projects;

NOW, THEREFORE, BE IT RESOLVED that the Ogden City Council hereby establishes the following policies and procedures governing City General Fund financial contributions to redevelopment, economic development or community development projects:

1. Prior to approving any document that purports to pledge City funds as a financial contribution to any development project, the Council shall require that a study be completed that addresses the following:
    a. The benefit the City will receive in return for appropriated funds. Benefits can include intangible benefits that may be identified in the study.
    b. An analysis of how the appropriation will be used to enhance the safety, health, prosperity, moral wellbeing, peace, order, comfort, or convenience of Ogden City residents.
    c. Whether the appropriation is necessary and appropriate to accomplish any of the goals and objectives of the City such as
        i. Removal of blight or underdeveloped properties. For purposes of these policies and procedures, whether a property is blighted or underdeveloped will be determined on a case by case basis.
        ii. An increase in the City's tax base.
        iii. Job creation, whether temporary and/or permanent.
        iv. Job retention.
        v. Any other identified public purpose that the development might serve.
    d. A financial analysis showing projected financial returns to the City, if any, and if applicable, the period of time over which the City will recoup the amount of the appropriation. If no financial returns are anticipated from the development, the study shall provide an explanation regarding why no financial returns are anticipated and why the benefits identified in section 1.a, are sufficient to justify

the appropriation.

2. Prior to authorizing the financial contribution, the Council shall find that the completion of the development will promote the safety, health, prosperity, moral wellbeing, peace, order, comfort, or convenience of the Ogden City residents, and shall adopt by Resolution the Study as evidence to support that finding.

3. The final appropriation shall be completed in accordance with the processes outlined in Utah Code Ann. § 10-8-2, and as may be amended.
    a. If the appropriation will be made as an amendment to the current year fiscal budget, then the appropriation shall be approved pursuant to the process outlined in Utah Code Ann. § 10-8-2(3)(d).
    b. If the appropriation is made as part of a future fiscal year budget, then the appropriation shall be approved during the regular annual budget process, pursuant to Utah Code Annotated, Title 10, Chapter 6, Uniform Fiscal Procedures Act for Utah Cities.

4. This resolution shall become effective immediately after final passage.

PASSED AND ADOPTED by the Ogden City Council this 16th day of October, 2012.

Neil Garner
Council Chair

ATTEST:

Tracy Nauser
OGDEN CITY RECORDER

APPROVED AS TO FORM: BG 11 OCT 12
LEGAL DATE

OGDEN CITY COUNCIL TRANSMITTAL

_____
Mark Johnson, CAO

Date Received by Administration: _____

Date Received by Council:

DATE:	March 31, 2016
TO:	Ogden City Council
FROM:	Tom Christopulos, *CED Director* _____ TC
SUBJECT:	**$100,000 Loan to BV Maple Holdings**
STAFF CONTACT:	Brandon Cooper, *CED Deputy Director* _____ BC
REQUESTED TIMELINE:	As soon as convenient
RECOMMENDATION:	Administration recommends the City Council set a public hearing to consider input on a study for a $100,000 loan to partially fund the demolition of the Fred Meyer Building located at 262 12th Street
DOCUMENTS:	Resolution; Loan Agreement; Promissory Note, Study _____ MS

DISCUSSION:

Background

The property located at 262 12 Street, Ogden, Utah ("**Property**") was the business location for the Ogden-based Fred Meyer store until 2002. Since then, the Property has changed ownership multiple times, but has remained vacant and poorly maintained. The approximately 150,000 square foot building located on the Property is rapidly deteriorating and adding blight to and negatively impacting an important and promising commercial district within Ogden City.

BV Maple Holdings Utah, LLC, an Idaho limited liability company and subsidiary company to Ball Ventures, acquired the Property in 2012 and has determined that the structure of the building on the Property is compromised, can no longer be economically viable in a renovation or reuse, and threatens the health and safety of City residents.

Throughout months of discussion and after considering all viable alternatives, Administration staff has determined that the most efficient and least costly action the City can take is to help facilitate demolition of the dilapidated building upon the Property by making a $100,000 loan to BV Maple for assistance in the demolition of all of the structures on the Property. The action of removing the buildings is a significant and appropriate step to encourage more rapid redevelopment of the Property and area and will result in a higher probability of successfully attracting end-users to the site in a timelier manner.

Loan Terms

- **Amount:** $100,000

- **Distribution:** The $100,000 loan proceeds from shall be disbursed in a lump sum amount within thirty (30) days following:

  a. Issuance by Ogden City of a demolition permit for the demolition of the improvements upon the Property;

  b. Proof of entering into an agreement with a company for the demolition of the buildings upon the Property;

  c. Mobilization of demolition equipment and substantial commencement of demolition activities upon the Property, which must take place on or before August 1, 2016

- **Principal and Interest Payments:** If BV Maple complies fully with the requirements of the Note and Loan Agreement by (i) substantially completing demolition of all improvements upon the Property on or before August 1, 2016, (ii) substantially completing construction of the new structure upon the Property on or before August 1, 2018, and (iii) substantially complying with all material terms of the Note and Loan Agreement, then the amount due under the Note, including all principal and interest, shall be forgiven in full. Otherwise, if BV Maple fails to comply with any material term of the Note and Loan Agreement, then the entire principal balance, together with annual accrued interest of 5%, shall be due and payable on or before August 1, 2018.

- **Forgiveness:** Forgiveness of the Note may occur through an appropriation from the general fund in accordance with Utah Code Annotated § 10-8-2 *et seq*. According to Utah Code Annotated § 10-8-2(1)(a), "a municipal legislative body may . . . appropriate money for corporate purposes only." Further, according to § 10-8-2(3), "It is considered a corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality . . .".

Recommendation

Administration recommends the City Council set a public hearing to consider input on a study for a $100,000 loan to partially fund the demolition of the Fred Meyer Building located at 262 12th Street. Should there be no negative public input, Administration further recommends the City Council adopt the attached resolution approving the loan agreement and promissory note. Demolition of the structures upon the Property will further important City public policies through the elimination of blight, will encourage construction of quality replacement structures in a timelier manner, and will provide for the safety, health, and prosperity of City residents.

ATTACHMENTS:

Resolution – Set Public Hearing
Resolution – Approval of Study and Loan
Loan Agreement
Promissory Note
Study

RESOLUTION NO. 2016-16

A RESOLUTION OF THE OGDEN CITY COUNCIL ACCEPTING A STUDY CONDUCTED IN ACCORDANCE WITH UTAH CODE SECTION 10-8-2 AND APPROVING A $100,000 FORGIVABLE LOAN TO PARTIALLY FUND DEMOLITION OF BLIGHTED BUILDINGS SITUATED UPON REAL PROPERTY LOCATED AT 262 12th STREET, OGDEN, UTAH

WHEREAS, the property located at 262 12 Street, Ogden, Utah ("**Property**") was the business location for the Ogden-based Fred Meyer store until 2002. Since then, the Property has been vacant, and the building situated thereon is rapidly deteriorating and adding blight to and negatively impacting an important and promising commercial district within Ogden City; and

WHEREAS, BV Maple Holdings Utah, LLC, an Idaho limited liability company ("**BV Maple**"), acquired the Property in 2012 and has determined that the structure of the building on the Property is compromised and threatens the health and safety of City residents; and

WHEREAS, after considering all viable alternatives, Administration staff has determined that the most efficient and least costly action the City can take to help facilitate demolition of the dilapidated structures upon the Property and encourage more rapid redevelopment of the area will be to make a $100,000 loan to BV Maple ("**Loan**"), which will immediately reduce blight and result in a higher probability of successfully attracting end-users to the site; and

WHEREAS, to help incentivize BV Maple to move forward with demolition of the structures before securing a contract for reuse of the Property, the Ogden City Council finds that the balance on the Note should be forgiven if BV Maple meets the requirements of the Note and Loan Agreement, copies of which are attached hereto as Exhibits "B" and "C", respectively, and which by this reference are made a part hereof; and

WHEREAS, should it appear that BV Maple will succeed in meeting the terms of the Note and Loan Agreement, thereby securing forgiveness of the Note, Utah Code Annotated § 10-8-2 *et seq.* allows "a municipal legislative body to . . . appropriate money for corporate purposes only." Further, according to § 10-8-2(3), "It is considered a corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality . . ."; and

WHEREAS, before a municipal legislative body can make a decision to appropriate money for a corporate purpose, it must hold a public hearing for public comment on a study that shows: 1) An identified benefit the City would receive in return for any money or resources appropriated; 2) The City's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality; 3) Whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the area of economic development, job creation, affordable housing, blight elimination, job

preservation, the preservation of historic structures and property, and any other public purpose (the "**Study**"); and

WHEREAS, pursuant to Utah Code Annotated § 10-8-2, the City Council has received and reviewed the Study, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, regarding the Loan prepared by Administration staff and public notice has been given at least 14 days prior hereto in a newspaper of general circulation within the City; and

WHEREAS, upon review of the Study, the Council has fully considered the analysis and conclusions set forth therein, and all comments made during the public hearing; and

WHEREAS, the Ogden City Council finds that demolition of the structures upon the Property will further important City public policies through the elimination of blight and by encouraging construction of quality replacement structures and providing for the safety, health, and prosperity of City residents.

NOW, THEREFORE, BE IT RESOLVED by the Ogden City Council as follows:

1. The City Council hereby adopts the conclusions set forth in the Study and hereby finds and determines that, for all the reasons set forth in the Study, the net value to be received by the City by making the Loan and allowing forgiveness thereof will constitute adequate consideration, or equivalent value, both tangible and intangible, for the benefit being provided by the proposed contribution;

2. The terms of the Note and Loan Agreement, attached hereto as Exhibits "B" and "C", are approved.

3. The Mayor of Ogden City is hereby authorized to execute, deliver and carry out the terms and conditions of the Note and Loan Agreement with BV Maple and Ball Ventures as described in Exhibits "B" and "C".

IN WITNESS WHEREOF, the Ogden City Council has approved, passed and adopted this Resolution this _____ day of _____, 2016.

_____
Chair

ATTEST:

_____
City Recorder

APPROVED AS TO FORM: MJS 4/28/16
Legal Date

Exhibit "A"

Study

Fred Meyer Building Incentive Study

In Compliance with Utah Code Annotated Section 10-8-2

April 04, 2016

Purpose of the Appropriation

It has been requested by Ball Ventures, Inc. ("**Developer**") that Ogden City provide a $100,000 incentive, in the form of a loan that can be forgiven based on certain conditions that are expected to be met by Developer, to support the demolition and redevelopment of property located at 262 12th Street, Ogden, Utah (the "**Project**"). Utah Code Annotated Section 10-8-2 states the purposes for which a municipal body may appropriate funds and the factors that must be considered in determining the propriety of such an appropriation. To ensure such incentive would be in compliance with UCA 10-8-2, the staff of Community and Economic Development has prepared this study which considers the following factors:

1) The City's purpose in making the appropriation, including an analysis of how the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the residents of Ogden City will be enhanced; and
2) The specific benefits (including intangible benefits) to be received by the City in return for the incentive; and
3) Whether the appropriation is "necessary and appropriate" to accomplish the reasonable goals and objectives of the City in the area of economic development, job creation, affordable housing, blight elimination, job preservation, the preservation of historic structures and property, and any other public purpose.

A. Background

The proposed Project is to take place at 262 12th Street, Ogden, Utah ("**Property**").

A map of the Property is included as Exhibit A.

This site was the business location for the Ogden-based Fred Meyer store until 2002. Since then, the Property has been vacant, and the buildings situated on the Property are rapidly deteriorating and adding blight to and negatively impacting an important and promising commercial district within Ogden City. BV Maple Holdings Utah, LLC, an Idaho limited liability company and subsidiary of the Developer, acquired the Property in 2012 and has determined that the structure of the building on the Property is compromised and threatens the health and safety of Ogden City residents.

After considering all viable alternatives, it has been determined that the most efficient and least costly action the City can take to help facilitate demolition of the dilapidated structures upon the Property and encourage more rapid redevelopment of the area will be to make a $100,000 loan with provisions for forgiveness to the Developer, which will immediately reduce blight and result in a higher probability of successfully attracting end-users to the site.

More specifically, the Project consists of the demolition of the existing buildings on the Property (approximately 150,000 square feet) to make way for the construction of future potential retail/commercial buildings that would contribute additional property and sales tax revenues to the City. The Property is in a key part of the 12th Street commercial corridor and is expected to

act as a catalyst in the process of revitalizing this underutilized area of the city. The Project offers the opportunity to accommodate significant new development that will attract private capital investment, remove blight, contribute to the tax base, generate spending by locals and visitors in the local economy, create jobs, and otherwise contribute to the economic vitality and prosperity of the community. The overarching goal of contributing to the public good is met in these and other benefits that will arise from the Project.

Benefit to Ogden City

The City will realize significant benefits from the Project contemplated in this study. The City's long-term development objectives in the area call for the creation of a more vibrant retail/commercial zone that supports the downtown. Accomplishing the Project is a major step in obtaining this objective and will strengthen the City's in the following ways:

A. Tax Base

Property Tax

The 2015 taxable value of the Property is $4,634,905. Upon completion of the Project, the private investment in the Property is expected to increase the annual taxable value to approximately $40 million within the next 5-7 years, resulting in an incremental increase of approximately $35 million. This increase in taxable value is estimated to generate approximately $112,700 in annual new property tax revenue to Ogden City.

Sales Tax

Due to vacancy of the building, currently there is no sales tax revenue being generated on the Property. Upon completion of the Project, the private investment in the Property is expected to increase the annual sales tax generated on the Property to approximately $3 million within the next 5-7 years, resulting in an incremental increase of approximately $3 million. This increase in sales tax is estimated to generate approximately $30,000 in annual revenue to Ogden City.

Other Revenues

In addition to property and sales tax revenues, the Project will generate other revenues including business license fees, charges for services, municipal energy ("franchise") fees, and one-time fees such as building permits and impact fees.

B. Associated Economic Activity

Business and Employee Expenditures

It is anticipated that the tenants of the Property, upon completion of the Project and after private investment, will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related businesses of restaurants, utility services, equipment sales and repair,

retail, professional services, and financial services. The impacts of these types of purchases include:

- An increase in direct purchases in the City
- Economic diversification within the City and Weber County
- Encouragement of economic development and the creation of additional jobs in the community
- Complementing existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region
- Benefit from the expenditure of income by employees filling the new positions

Construction Expenditures

Economic activity associated with the development of the Property after completion of the Project will include temporary construction activity. Construction costs are expected to reach approximately $32,000,000. A portion of the labor costs associated with this construction activity will be re-spent in the community to the extent that that convenience goods and services, such as fast food for lunch, personal services, etc. are available.

Neighborhood Benefits

The neighborhoods that surround the Property are generally commercial in nature, with some residential to the north and west. By reducing the blight in the area with the Project described herein, a catalyst is created that is expected to spur additional redevelopment in the upcoming years. The residents of the immediately adjacent neighborhoods, as well as the other commercial properties along the corridor, will benefit from the private investment in the form of accessible, local commercial services and from the increased safety and renewed vitality that comes as a result of blight reduction.

Accomplishment of Goals and Objectives

A. Necessity of Appropriation

The City views its proposed public investment in the Project as an opportunity to "jumpstart" new interest and private development in the immediate area, particularly by reducing the current blight. Except for the use of public investment in the form of the proposed appropriation, it is reasonably expected that, due to market constraints and lack of interest because of risk, the desired expansion and growth of the area would not occur, or would occur in an undesirable manner. Working together with the Developers from the onset of the Project will ensure that the proposed public investment will have an immediate leveraged impact on the area and will bring about the greatest value.

B. Whether the Appropriation is Appropriate

The total loan to the Developer shall not exceed $100,000. If the Developer meets certain terms and conditions in the Note, the City would then be required to forgive the principal and interest. The amount of private investment anticipated to occur as a result of the Project is approximately $32,000,000. The estimated leveraged ratio of the proposed public investment is approximately 320:1. Further, the allocation of the funds will be used to immediately remove blight, creating a healthier and safer condition for residents and businesses in this part of the City.

CONCLUSION: Considering the significant blight reduction that will occur as a result of the Project, the positive estimated return, and the anticipated private investment in the near future, the City believes this appropriation to be reasonable, valuable, and appropriate and accomplishes the goals of the City more specifically described in the Ogden City General Plan.

Exhibit A – Subject Proper

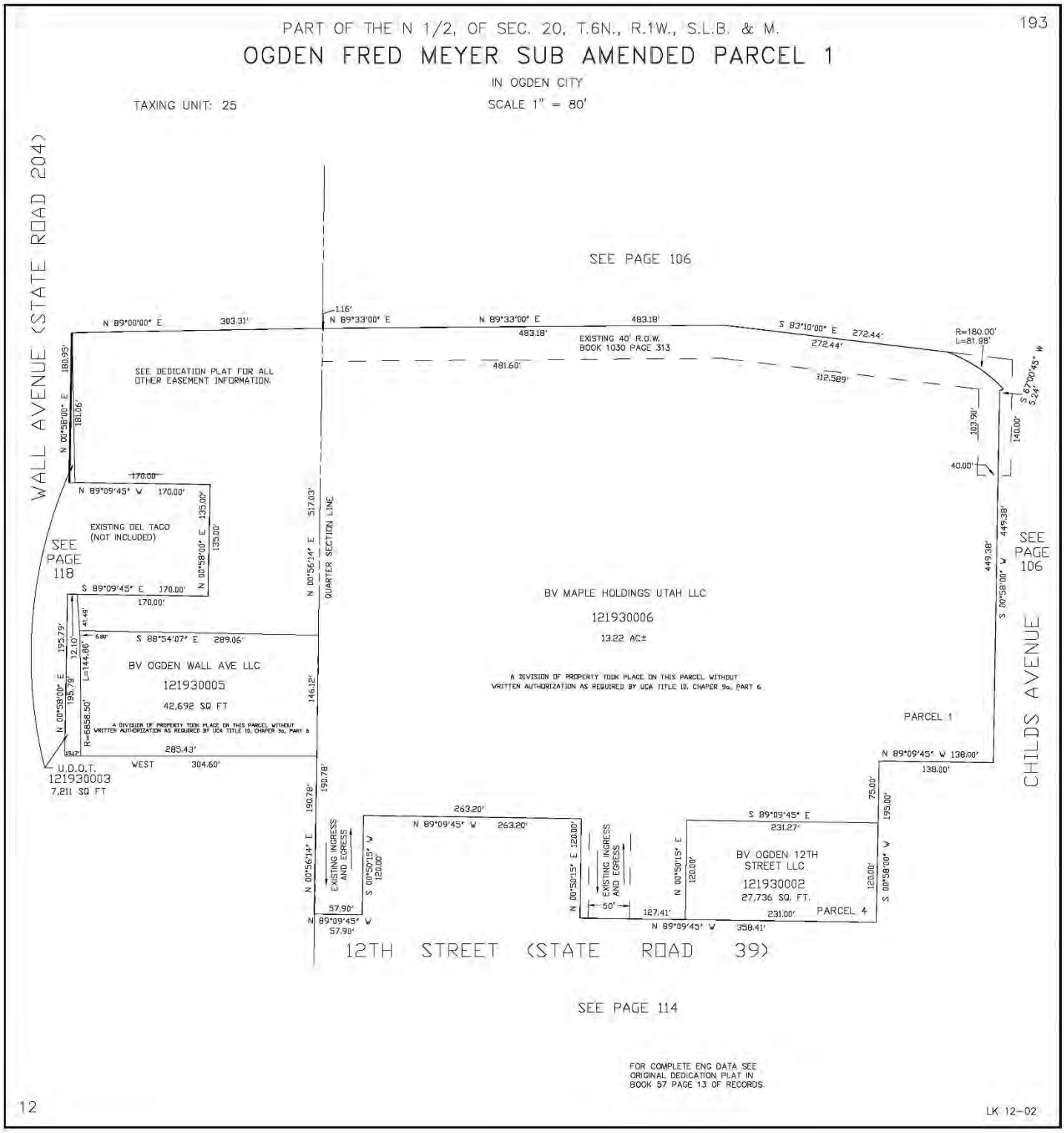


Exhibit "B"

Promissory Note

PROMISSORY NOTE

Borrowers:

BV Maple Holdings Utah, LLC
901 Pier View Dr., Suite 201
Idaho Falls, ID 83402

Ball Ventures, LLC
901 Pier View Dr., Ste 201
Idaho Falls, ID 83402

Lender:

OGDEN CITY
2549 Washington Blvd., Suite 900
Ogden, UT 84415

Principal Amount: $100,000.00 **Date of Agreement: April ___, 2016**

PROMISE TO PAY. BV Maple Holdings Utah, LLC, an Idaho limited liability company ("**BV Maple**") and **Ball Ventures, LLC, an Idaho limited liability company** ("**Ball Ventures**") **promise to pay to OGDEN CITY, a municipality and political subdivision of the state of Utah ("Lender"), or order, in lawful money of the United States of America, the principal amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 DOLLARS ($100,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance, according to the terms hereof. BV Maple and Ball Ventures shall hereinafter collectively be referred to as the "Borrowers."**

DISBURSEMENT OF LOAN PROCEEDS. The $100,000 loan proceeds shall be disbursed to Borrowers in a lump sum amount within thirty (30) days following: (i) issuance by Ogden City of a demolition permit for the demolition of the improvements upon the property located at 262 12 Street, Ogden Utah (the "**Property**"), (ii) proof of entering into an agreement with a company for the demolition of the improvements upon the Property, (iii) mobilization of equipment and substantial commencement of demolition activities upon the Property, which must take place on or before August 1, 2016, and (iv) written notice by Borrowers to Lender of compliance with the requirements of (i) through (iii) above.

INTEREST RATE AND PAYMENTS. If Borrowers comply fully with the requirements of the Loan Agreement of even date herewith ("**Loan Agreement**") by (i) substantially completing demolition of all improvements upon the Property on or before August 1, 2016, (ii) substantially completing construction of the new structure upon the Property on or before August 1, 2018, and (iii) substantially complying with all material terms of the Loan Agreement, then the amount due under this Note, including all principal and interest, shall be forgiven in full. Otherwise, if Borrowers fail to comply with any material term of the Loan Agreement, to which this note is attached, then the entire principal balance, together with accrued interest thereon, shall be due and payable on or before August 1, 2018. If interest becomes payable according to the terms hereof, the interest rate will be FIVE PERCENT (5%) per annum, commencing on the day hereof. Interest due will be computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrowers shall not be required to make periodic interest payments. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs and any late charges, then to any unpaid interest, and any remaining amount to principal.

PREPAYMENT. Borrowers may pay without penalty all or a portion of the amount owed earlier than it is due.

LATE CHARGE. If any payment is not made within 30 days of its due date, then the interest rate on this Note will be increased from FIVE PERCENT (5%) per annum to FIFTEEN PERCENT (15%) per annum, until paid.

DEFAULT. Borrowers will be in default if any of the following happens: (a) Borrowers fail to make any payment when due, (b) Borrowers break any material promise Borrowers have made to Lender in this Note or in the Loan

Agreement, or (iii) Borrowers fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or the Loan Agreement.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrowers will pay that amount. Lender may hire or pay someone else to help collect this Note if Borrowers do not pay. Borrowers also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrowers also will pay any court costs, in addition to all other sums provided by law. **This Note has been delivered to Lender and accepted by Lender in the State of Utah. If there is a lawsuit, Borrowers agree to submit to the jurisdiction of the courts of Weber County, State of Utah. This Note shall be governed by and construed in accordance with the laws of the State of Utah.**

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrowers and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

PRIOR TO SIGNING THIS NOTE, BORROWERS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWERS AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWERS:

BV Maple Holdings Utah, LLC,
an Idaho limited liability company
By:

_____

Its:_____

Ball Ventures, LLC,
an Idaho limited liability company
By:

_____

Its:_____

Exhibit "C"

Loan Agreement

LOAN AGREEMENT

THIS LOAN AGREEMENT ("**Agreement**") dated April _____, 2016 ("**Reference Date**") is given between Ogden City, a municipality and political subdivision of the state of Utah together with its successors or assigns ("**City**"), and BV Maple Holdings Utah, LLC, an Idaho limited liability company ("**BV Maple**") and Ball Ventures, LLC, an Idaho limited liability company ("**Ball Ventures**"). BV Maple and Ball Ventures shall hereinafter collectively be referred to as the "**Borrowers**". Borrowers and City are referred to collectively herein as the "Parties" and sometimes individually as a "Party."

R E C I T A L S:

A. The property located at 262 12th Street, Ogden, Utah ("**Property**") was the business location for the Ogden-based Fred Meyer store until 2002. Since then, the Property has been vacant, and the buildings situated thereupon are deteriorating and adding blight to the area;

B. BV Maple acquired the Property in 2012 with the intent of remodeling the building or redeveloping the site; and

C. The City has agreed to make a $100,000 loan to the Borrowers in exchange for the covenants set forth herein according to the terms hereof.

NOW, THEREFORE, the Parties hereto intending to be legally bound and in consideration of the respective undertakings made and described herein, do agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.

2. **Loan.** City agrees to make a loan to Borrowers in the amount of $100,000 according to the terms of the promissory note attached hereto as **Exhibit "A"** and by this reference made a part hereof ("**Note**"). The loan proceeds from the Note shall be disbursed to Borrowers in a lump sum amount within thirty (30) days following:

a. Issuance by Ogden City of a demolition permit for the demolition of the improvements upon the property located at 262 12 Street, Ogden Utah (the "Property");

b. Proof of entering into an agreement with a company for the demolition of the improvements upon the Property;

c. Mobilization of demolition equipment and substantial commencement of demolition activities upon the Property, which must take place on or before August 1, 2016, and

d. Written notice by Borrowers to Lender of compliance with the requirements of subparagraphs a. through c. of this paragraph.

3. **Principal and Interest Payments**. If Borrowers comply fully with the requirements of the Note and this Agreement by (i) substantially completing demolition of all improvements upon the Property on or before August 1, 2016, (ii) substantially completing construction of the new structure upon the Property on or before August 1, 2018, and (iii) substantially complying with all material terms of the Note and this Agreement, then the amount due under the Note, including all principal and interest, shall be forgiven in full. Otherwise, if Borrowers fail to comply with any material term of the Note and this Agreement, then the entire principal balance, together with accrued interest thereon, shall be due and payable on or before August 1, 2018.

4. **Amendment.** Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the Parties, and attached hereto.

5. **Binding Effect.** This Agreement shall become binding upon the Parties only upon execution of the Agreement by all Parties.

6. **Relationship of Parties**. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or association between the Parties. Each Party hereto is a separate and independent entity acting on its own behalf.

7. **Default**. In the event of default by either Party to this Agreement in any of the terms, provisions, covenants, or agreements to be performed by said Party under this Agreement and said defaulting Party fails to cure such default within sixty (60) days after written demand by the other Party, then the Party providing said notice of default shall thereafter have no further obligations to the defaulting Party hereunder. The defaulting Party shall be liable to the non-defaulting Party for any and all damages, costs and expenses incurred by the non-defaulting Party caused by the defaulting Party. Nothing herein shall limit the remedies in law or in equity available to the non-defaulting Party in the event this Agreement is terminated due to the default of a Party.

8. **Notices, Demands and Communications Between the Parties**. Formal notices, demands and communications between the Agency and PARTY 2 shall be deemed sufficiently given only if delivered via registered or certified mail, postage prepaid, return receipt requested, or if delivered by a recognized national courier service (i.e. UPS, Federal Express, etc.) to the following addresses:

IF TO CITY:

Ogden City
Attention: Mayor
2549 Washington Blvd., Suite 900
Ogden, Utah 84401

WITH COPY TO:
Ogden City Attorney
2549 Washington Blvd., Suite 840
Ogden, Utah 84401

IF TO BORROWERS:

901 Pier View Dr., Suite 201
Idaho Falls, ID 83402

Attention: _____

9. **Successors.** This Agreement shall be binding upon, and inure to the benefit of, the legal representatives, successors and assigns of the Parties hereto.

10. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

11. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

12. **Counterparts.** This Agreement may be executed in one or more duplicate originals, each of which shall be deemed to be an original.

13. **Board Approval**. The obligations of the City contained in this Agreement are subject to approval by the Ogden City Council in an official meeting of said Council by appropriate adoption of a Resolution approving this Agreement.

14. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

15. **Captions.** The Captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

16. **Integration.** This Agreement, together with the Note attached hereto, contains the entire and integrated agreement of the Parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducement, or understandings between the Parties and not contained herein shall be of any force or effect.

17. **No Presumption**. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party. Each Party represents and warrants to the other Party that it has been represented by, and has had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Agreement.

18. **Non-liability of City or Agency Officials and Employees**. No member, official, or employee of the City shall be personally liable to the Borrowers, or any successor in interest, in the event of any default or breach by the City.

19. **Governmental Immunity**. Nothing in this Agreement shall be deemed to constitute or imply a waiver, modification or alteration of the caps or limitations on liability or privileges, immunities or other protection available to a city under the Utah Governmental Immunity Act or such other statutes or laws affording governmental agencies caps or limitations on liability or privileges, immunities or other protections.

20. **Authority and Consent**. The Parties represent and warrant that each has the right, legal capacity and authority to enter into, and perform its respective obligations under this Agreement, and that no approvals or consents of any other person, other than the respective Party, are necessary.

21. **Attorney's Fees.** In the event either Party hereto defaults in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other Party.

22. **Waiver of Jury Trial**. The Parties waive the right to a jury trial in any action related to this Agreement or the relationship between their respective successors and assigns.

23. **Facsimile (FAX) Documents.** A signed facsimile transmission of this Agreement, and re-transmission of any signed facsimile transmission, shall be the same as execution and delivery of this Agreement as an original. If the transaction involves multiple parties, facsimile transmission may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed and approved this Agreement on the date set forth opposite their respective signatures below.

CITY:

OGDEN CITY,
a municipality and political subdivision
of the state of Utah
By:

_____ Date: _____
Michael P. Caldwell
Mayor

ATTEST:

_____
Tracy Hansen, City Recorder

Approved as to Form:

_____
Office of City Attorney

BORROWERS:

BV Maple Holdings Utah, LLC,
an Idaho limited liability company
By:

_____ Date: _____

Its:_____

Ball Ventures, LLC,
an Idaho limited liability company
By:

_____ Date: _____

Its:_____

EXHIBIT "A"

TO AGREEMENT

(Promissory Note)

STORM DRAIN MASTER PLAN SUPPLEMENT

COUNCIL DETERMINATION:
Approve/not approve resolution

Planning Commission Recommendation **Approval of the master plan supplement (5-0)**

Executive Summary

In 2010, the City hired the engineering firm JUB Engineers, Inc. to complete a storm drain master plan for the City. The plan was developed through 2011 and adopted by the Council in 2012. The 2012 study looked mostly at the system's capacity issues with the understanding that a conditions assessment would need to be completed in the future. Since the time the 2012 plan was adopted, many of the capacity issues have been addressed. The proposed storm drain master plan supplement submitted by the Administration is the conditions assessment anticipated with the adoption of the initial capacity-focused 2012 master plan.

The proposed storm drain master plan supplement focuses on the condition of the City's storm drain system and looks more specifically at three areas: the physical condition of the infrastructure, dip stones at intersections, and water quality retrofit options. The master plan supplement also provides a ranking for each of these areas with regard to needed projects and estimates costs for each of the projects.

Background

Timeline

September 24, 2002

The City Council adopted Resolution 2002-30 authorizing the joint application for a Storm Water Pollutant Discharge Elimination System General Permit and approving a Storm Water Management Plan. This Management Plan has since been updated, most recently in 2010.

The Permit allows the City to discharge storm water to U.S. waters in compliance with storm water quality regulations established by EPA and the State of Utah. The City must have a program regulating storm water quality. The Storm Water Management Plan addresses only the quality of the storm water discharge.

Approximately 2002
The Administration completed a storm drain master plan with an outside consultant. The Plan was never formally adopted. Following the review of the Capital Improvement Plan each year, the Planning Commission has made the recommendation that no funding be approved for storm sewer projects until a Master Plan was brought forward for review.

December 2011
JUB Engineers, Inc. completed and submitted a storm drain master plan to the Administration.

February 2012
The proposed storm drain master plan was reviewed by the Planning Commission and given a recommendation of approval.

May 2012
The storm drain master plan was adopted by the Council.

Storm Drain Master Plan – 2012
The storm drain master plan approved in 2012 focused largely on the capacity of the City's storm sewer system. The plan was developed using hydrologic and hydraulic models to study system capacity. The plan also categorized projects into three categories. The first category, Category A, identified projects that showed flooding in the models and where the flooding was confirmed by reports. Category B projects were those where flooding was confirmed but that did not show capacity limitations in the model. Category C projects were those that showed potential flooding in the model but where there was no confirmation of actual flooding. The master plan prioritized Category A and B projects and placed Category C projects on a watch list. Since the time the plan was adopted, a majority of the projects prioritized in categories A and B have been completed.

April 19, 2016
The Council reviewed the proposed plan supplement at the April 19, 2016 work session. No changes were proposed as a result of that review.

Current Proposal

The current proposal is to further the work done with the 2012 Storm Sewer Master Plan by assessing the condition of the system. Within the analysis of the condition of the system, the proposed master plan supplement breaks down the assessment into three areas.

Condition Assessment of Existing Storm Drain Pipes
The proposed plan provides analysis on the condition of the City's existing storm drain pipe infrastructure. Analysis was completed through

both visual inspection and closed circuit video recording of the city's storm sewer pipes. Based on the findings, potential projects were identified and further broken down into two subcategories: functionality of the pipe, and structural integrity of the pipe. Pipe condition, along with pipe material, was then taken and scored using a weighted scoring system. From there, projects were analyzed, grouped together and ranked. A total of 58 projects were identified, scored and ranked with an estimated cost of $19.3 million.

Dip Stone Evaluation
The second area of system condition analyzed in the plan was the City's dip stones. Dip stones are used to convey storm water through an intersection typically through a pipe under the road connected to a gutter system on each side. This differs from a more conventional box culvert and underground piping method of conveying storm water. Dip stones have unique challenges associated with them with regard to curbing on each side, deep gutters, pipe availability, and impact on bicycle and motor vehicle maneuverability.

In a similar manner to the pipe conditions assessment, the dip stone evaluation assessed the condition of existing dip stones, grouped them into intersections, and then ranked and prioritized them. There were four repair or replacement options identified in the plan. These include piping the dip stones, extending the existing pipe under the intersection, creating surface waterways, and rebuilding the dip stones. The plan reviews the pros and cons of each of the possible solutions and takes those into consideration when scoring and ranking the projects.

The plan analyzed 300 dip stones and lists 279 projects at a total estimated cost of $26 million. The plan reviewed only the dip stones north of 30th Street and estimates that there are around 200 additional dip stones that need analysis south of 30th Street.

Water Quality Retrofit Analysis
As part of the requirements of the US Environmental Protection Agency (EPA) and the Utah Division of Water Quality, the City must have a plan to retrofit its storm drain system to reduce the inflow of polluted storm water runoff into rivers and streams. The plan's analysis begins with the outfalls of the system and works upstream to identify and characterize the contributing areas. As with the other areas of analysis, the plan identifies and prioritizes projects. The plan identifies potential solutions for reducing polluted storm water including skimmers, open channel systems, hydrodynamic separators or other mechanical separators, and pond or

other storage facilities. The plan identifies and ranks 37 retrofit projects totaling an estimated $5.7 million.

Additional Studies
The plan supplement proposed only addresses some of the City's storm sewer system. Additional studies have been identified and suggested in the plan supplement. These include evaluating all additional pipes and evaluating the remaining dip stones south of 30th Street. The suggested studies total an estimated $732,000.

FY2017-2021 Capital Improvement Plan
The Council adopted the five-year FY2017-2021 Capital Improvement Plan (CIP) on March 15, 2016. The plan includes two storm sewer projects: Storm Sewer Master Plan projects (SU010), and Downs and West Oaks Drive project (SU096). These are both listed in the Enterprise Funds projects. The Storm Sewer Master Plans project includes $7.5 million in funding over the five-year plan period with $1.5 million in each of the fiscal years. The projects identified in both the 2012 master plan and the proposed plan supplement would be eligible for completion under this project.

Planning Commission

The Planning Commission reviewed the proposal at the meeting of January 6, 2016 and provided a recommendation of approval with a 5-0 vote. The Commission made the motion with the finding that the plan supplement was consistent with the General Plan and adopted master plan. The motion was made subject to development of design considerations approved by the Planning Commission for storm drain retrofit projects that address land use concerns.

Public Input

There was no public comment on the proposed plan supplement.

Attachments

1. Transmittal
2. Resolution 2016-17
3. Planning Commission Report
4. Storm Drain Master Plan Supplement
5. Correspondence between Planning and Engineering regarding the proposed plan supplement

Memos Prepared By:	**Administrative Contact:**	**Greg Montgomery, 629-8931**
	Council Staff	**Glenn Symes, 629-8164**
		Janene Eller-Smith, 629-8165

OGDEN CITY COUNCIL TRANSMITTAL

RECEIVED
MAR 15 2016
OGDEN CITY
COUNCIL OFFICE

DATE: January 14, 2016

TO: Ogden City Council

THRU: Mark Johnson, CAO

FROM: Tom Christopulos, CED Director

RE: Storm Drain Master Plan Supplement

STAFF CONTACT: Greg Montgomery, Planning Manager

REQUESTED TIMELINE: April 19, 2016

RECOMMENDATION: Approval of the storm drain masterplan supplement subject to development of design considerations approved by the Planning Commission for storm water quality retrofit projects that address land use concerns.

DOCUMENTS: Resolution, Planning Staff report

DISCUSSION:

The Engineering Staff explained that as part of the ongoing review of city facilities a supplemental study was done on several elements of the storm water system. The master plan approved a few years ago looked at the system function overall and the needs for the system. The area of focus of this supplement looked at three specific items. The first area of review was on the physical conditions of the storm water pipes. It was discussed that various types of pipe material have been used over the years and some of those materials have failed quicker than expected and are in need of replacement. Other pipe types have served a long time and are also showing signs of failure.

The second area of review was the dip stones which are scattered throughout the city. Photos of the various conditions were shown and the discussion centered on the method of determining what needs to be replaced first. While some dip stone areas may cause maintenance problems, others are severe safety hazards. It was discussed that in some areas the stones would be removed and the system replaced with an inlet box rather than dip stones. Some situations may not allow those solutions so repair would be an option. The areas with safety hazards are the ones that received the highest priority in the plan to repair or replace.

The third area of focus in the masterplan was improving water quality discharge into the rivers. This is a very important factor that needs to be addressed. While some work has already taken place there is more to be done. The Commission questioned the area west of WalMart and thought the system had already been installed there. It was discussed that while a plan was approved, the developer and owner could not come to agreement on the details of the facility and to avoid the project not happening a revised design took place that only addressed the pipe relocation. The area west of Newgate Mall was also discussed and the need for jurisdictions to work together when water systems cross various city limit lines.

It was noted that as future designs for storm water management are developed, the concerns raised by the planning staff need to be addressed so that systems not only function well but are community assets and not liabilities that detract from a community.

PLANNING COMMISSION ACTION

The Planning Commission reviewed this item on January 6, 2016. A motion was made based on the amendment being consistent with the general plan and adopted master plan to recommend approval of the supplement plan subject to development of design considerations approved by the Planning Commission for storm water quality retrofit projects that address land use concerns.

PLANNING COMMISSIONERS VOTE	Yes	No
Blaisdell	X	
Herman	X	
Schade	X	
Southwick	X	
Wright	X	

CONCERNS OF CITIZENS:

None expressed concern.

RESOLUTION NO. 2016-17

A RESOLUTION OF THE OGDEN CITY COUNCIL ADOPTING A CONDITION ASSESSMENT SUPPLEMENT TO THE OGDEN CITY STORM DRAIN MASTER PLAN.

WHEREAS, the Ogden City Council passed resolution 2012-11 wherein it approved the Ogden City Storm Drain Master Plan (Master Plan) in order to provide policy direction to the Water Utility in the preparation of future capital improvement projects.

WHEREAS, the adopted Master Plan addressed capacity issues associated with the City's storm water system, but a condition assessment had not yet been completed.

WHEREAS, a Storm Drain Master Plan Supplement Condition Assessment was completed by JUB Engineers in November 2015.

WHEREAS, the planning commission has reviewed the condition assessment supplement, found it consistent with the Ogden City general plan, and recommended that it be adopted by the city council.

NOW, THEREFORE, the Council of Ogden City resolves that the Storm Drain Master Plan Supplement Condition Assessment, dated November 2015, is hereby approved as part of the Ogden City Storm Drain Master Plan; subject to the limitation that the Council cannot guarantee that sufficient funds will be available for appropriation to complete each capital project described therein at any specific time. This resolution shall become effective immediately after final passage.

PASSED AND ADOPTED by the Ogden City Council this ____ day of_____, 2016.

_____
Council Chair

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM: 3/10/16
LEGAL DATE

Report by Greg Montgomery

Agenda Name: Consideration of the Storm Drain Master Plan Supplement

Petitioner/ Developer: Ogden City Engineering- Taylor Nielsen
2549 Washington Blvd.
Ogden, Utah 84401

Petitioner/ Developer's requested action: Approval of storm drain master plan supplement.

Planning Staff's Recommended Action

Approval of storm drain master plan supplement subject to development of design considerations approved by the Planning Commission for storm water quality retrofit projects that address land use concerns.

Planning Commission's determination for action

1. The proposed supplement is/ *is not* consistent with the general plan and adopted master plan.

Past History

February 1, 2012- Planning Commission reviewed proposed storm water master plan.

July 2002-Storm Master Plan Update reviewed.

August 2002- City approved general plan.

1998- Storm Water Master plan developed.

Description of request

The City hired a consultant to do supplemental work to address specific detail issues that were not covered in the 2012 Storm Water Master Plan. Three specific areas were reviewed in the supplement. The first area studied was the condition assessment of the present infrastructure. The second area of review is what is referred to as dip stones which is a means of carrying water under an intersection. The third area of study focuses on areas where water quality of the storm water discharge can be improved before it enters into the rivers.

What Planning Commission reviews

The Planning Commission is required to review master plans for consistency to the general plan (15-1-15). Because a master plan will lead to Capital Improvement Plan (CIP) projects it is important to identify to begin with what is consistent to avoid problems with consistency in the future. Besides the plan consistency issue, utilities are also reviewed since they have impact to land use in terms of development, physical usage of land and community health and safety.

After the Commission makes a recommendation on the master plan the recommendation is forward to the Mayor if found consistent to the plan. If it is not consistent, the master plan is forwarded to the City Council for potential plan amendment.

Factors for consideration of action

1. General Plan Consistency

3.D.3 of the General Plan deals with storm water. The ultimate objective is to "Manage storm water to reduce impacts." The amended plan deals with three areas of focus to reduce impacts.

The General Plan also has strategies of "Protecting the community's investment in storm water infrastructure through ongoing maintenance and system enhancements (3.D.3.C.)." The issues with the pipe longevity and the dip stone issue are covered by this strategy.

Another General Plan strategy is, "Coordinating with Weber County to minimize the impact of storm water runoff outside of city boundaries while seeking regional storm water management solutions (3.D.3.D.)" It seems that some of the proposed projects are outside the city limits but are identified as Ogden's responsibility. The important part of the plan is identifying the concerns and then working with the appropriate entities and potential funding sources. The plan identifies the concern and brings it forward and then work needs to take place to implement the appropriate approach to solve the identified problem.

The development of water quality systems before the water goes into the rivers is consistent with 3.D.3.F which states, "Meeting or exceeding National Pollution Discharge Elimination Standards."

2. Land Use policy decisions

The master plan is intended to identify areas of focus. Some of the statements about creating retention rather than detention or property acquisitions for storm water quality can have broad impacts that go beyond just designing a system that functions. Future details need to address this open ended statement. The details need to include consideration of design solutions that take into

account the other aspects of land use such as overall design, maintenance, visual quality to an area, creating a multi-functional land use, and strategic locations that would not adversely impact development of the community. When actual development of these specific projects take place they should be reviewed by the Commission to determine that they are addressing these considerations.

3. Questions generated by the master plan

There were some statements in the master plan that the planning staff had questions about. Attached to the report are the questions and answers given. The Commission may have other questions as they review the master plan. It is important to have a clear understanding if there are any additional questions as the master plan once approved will be a document to help guide future investment projects in the city.

Attachments

1. Storm Drain Master Plan Supplement
2. Question and answers about plan language.

OGDEN CITY

STORM DRAIN MASTER PLAN SUPPLEMENT

CONDITION ASSESSMENT

Amended November 2015

Prepared by:

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Executive Summary

ES-1 Introduction

This document is supplemental to the 2010 Ogden Storm Drain Master Plan finalized in May of 2011. This document includes additional analysis including:

- A condition assessment of existing infrastructure
- An evaluation of existing dip stone intersections
- A water quality retrofit plan for improving water quality within the City before discharging to waters of the State of Utah

The 2010 Master Plan includes a capacity evaluation and identified projects that address capacity issues with the existing system. Many of those projects have been completed or are currently being completed. Because of the age of the existing infrastructure and the fact that there is not room in the city for a lot of new development, the biggest storm drain infrastructure needs stem from repairing and replacing infrastructure that has reached its effective life span.

ES 1-1 Study Completeness

Because of budgetary constraints we were not able to evaluate the entire storm drain collection system. Priorities were placed on larger diameters (18" or larger) and pipes in older parts of the city. Areas where potential projects had previously been identified were excluded from these studies with the rationale that if the existing piping has already been identified for replacement it was a better use of city funds to study pipes not already slated for replacement. In addition to evaluating the condition of existing piping, a comparative study was completed of all dip stones north of 30th Street. The existing city database did not identify intersections south of 30th that currently have dip stones, so these were left out of the study. This supplement also includes a retrofit plan consisting of identifying storm drain outfalls, prioritizing outfalls by areas contributing to storm flows and the potential for pollution, and putting together potential BMPs that might be used to address concerns for each type of outfall.

All the data collected previously and during this Master Plan update has been compiled into a GIS database. The database not only includes geospatial information and system characteristics, but also includes photographs and videos of the existing system linking to the locations where the photos and videos were taken. The database includes the evaluation scoring and scripts that allow additional projects and data to be added and then evaluated with the same relative comparisons used in this study. The database was also used to populate project costing. This complex database will be a valuable tool moving forward as additional information is made available.

ES 1-2 Condition Assessment of Existing Infrastructure

This recent supplement to this Master Plan includes an initial assessment of prioritized portions of the storm drain collection system. The Ogden City Storm Drain collection system is aging. Portions of the system are in a state of disrepair while other portions of the system have aged well.

Observations made in the evaluations determined that vitrified clay and corrugated metal pipes had a significantly higher percentage of problems than concrete pipes. During the course of the study it was determined that all vitrified clay and CMP pipe would need to be replaced regardless of the existing condition. The rest of the pipes were evaluated and scored based on two basic categories; structural integrity and functionality. Structural integrity was scored on several more detailed factors described later in this document with higher scores being given to those pipes showing the most potential for structural failure. The functional score was an attempt to rank various pipes based on their ability to perform their intended function – namely to carry water away from improvements. The functional score included consideration of sediment buildup, bellies, out of roundness, presence of groundwater and mineralization. These scores combined with scores based on a road rating score (pipes in busier streets were given higher priority) were all combined into one overall pipe score. An Engineering factor was also included to allow for priority adjustments based on engineering judgments.

ES 1-3 Dip Stone Intersections

For years the old dip stone approach to convey storm water across an intersection has given rise to concerns for safety, maintenance and basic functionality. As the dip stone pipes age and show signs of failure and collapse it has been determined that replacing dip stone pipes in the same size and location is problematic. The type of pipe originally used is not readily available in all sizes. Many of the inlets/outlets for existing pipe are in a state of disrepair or failure, causing concern for both vehicular and pedestrian traffic. There are literally hundreds of intersections in the city that utilize dip stones.

The dip stone study did a relative numeric assessment of each existing dip stone. Each intersection was visited and photographs taken. Consideration was given to several factors. Dip stones were then grouped into intersections and individual inlet/outlet ratings were combined to create an overall intersection score. Considerations included: size and proximity of deep gutters to sidewalks, condition of concrete in the deep gutters and over the piped portion of the system, condition of the piping in the road, threat to health safety and welfare, and whether or not the ends currently have gratings.

Dip stones were inspected, evaluated and scored. A scoring system was developed to provide a numerical comparison of dip stone intersections. The numerical comparison was used to prioritize each intersection. Possible remedies were considered for each location and costs were assigned based on the recommended solution. Types of solutions considered included:

- **Tie into existing piping.** Install new inlet boxes and tie to existing piping that already runs through the intersection.
- **Extend new piping** from a neighboring intersection and then replace dip stones with conventional inlets.
- **Replace dip stone piping with waterway.** Remove existing dip stone pipe and build a new concrete waterway bringing the flow to the surface to cross the intersection.

- **Replace with new dip stone piping.** Replace existing dip stone piping with new dip stone piping and replace old inlet/outlets with a new, improved standard that is more pedestrian/bicycle/vehicle friendly.

ES 1-4 Water Quality Retrofit Plan

This updated Master Plan now includes an element addressing storm water quality. A map of existing outfalls was created and drainage areas contributing to that outfall were identified. This information was overlaid on an aerial map of the city and various land uses were identified. Higher priorities were placed on outfalls discharging water from industrial and commercial areas. Extra consideration was also given for outfalls that drain from larger basins or basins with steeper slopes. A suite of potential water quality BMPS was compiled and specific groupings of BMPs have been recommended to best fit the nature of the outfall basin, potential underdeveloped land that might be available, and the quantity of water that leaves the system at that point. Some consideration was also given to retrofitting upstream from the outfall; however, these options are limited based on the city's desire to pretreat the majority of flows leaving the city. The proposed project remedies are conceptual only. Detailed evaluations and comparisons were not conducted and should be evaluated before designing specific water quality solutions.

ES-2 Capital Improvements Plan

ES 2-1 Introduction

With the addition of an evaluation of the condition of the existing piping, the Capital Improvements Plan now has subcategories for different types of improvements to be made. The original plan identified projects needed to address current system deficiencies or capacity issues. Results from additional studies have identified three additional types of projects: pipe condition projects, dip stone projects and water quality or retrofit projects. The pipe condition projects include projects that need to be completed due to aging or damaged infrastructure. Dip stone projects include those needed to replace/improve existing dip stone structures within the city. The retrofit projects are those targeted at meeting USEPA pressures to clean up national waterways. These projects are focused on implementing various water quality BMPs that will pretreat storm water before it leaves the city's collection system. At one time it was desired to combine projects from all subcategories into one list of capital improvement projects to be prioritized. This proved to be a difficult task. The individual issues and concerns for the various types of projects were too varied to find an equitable method for comparison, so it was decided to maintain the subcategories for comparable comparative purposes.

ES 2-1.1 Capacity Project Prioritization

Prioritization of projects with capacity issues remains unchanged. Priorities developed in the 2010 Master Plan remain in effect. This supplement however includes budgetary costs for Class "C" and Class "U" projects.

ES 2-1.2 Pipe Condition Project Prioritization

Criteria used to help prioritize pipe condition projects can be grouped into two categories. Categories and their associated subcategories are as follows:

- Structural
  - Cracking
  - Roundness
  - Manhole condition
  - Exposed aggregate
  - Spot holes
- Functionality
  - Joint separation
  - Sags and bellies
  - Mineralization/Groundwater
  - Sediment buildup

ES 2-1.3 Dip Stone Project Prioritization

Criteria used to help prioritize dip stone projects are as follows:

- Condition of the entrance (overhang)
- Condition of the gutter (street side)
- Condition of the curb (sidewalk side)
- Health, safety and welfare concerns for automobiles, bikes and pedestrians
- Conduit/opening size
- Condition of the road directly over the pipe

ES 2-1.4 Retrofit Project Prioritization

Prioritizing retrofit projects was a slightly different process. Projects in areas more likely to have pollutants were given priority. Therefore land use hydraulically above an outfall and the size or flow rate at the outfall were used to prioritize water quality needs. Priority was given to various land uses as follows:

1. Industrial
2. Commercial
3. Residential

Within each of these groupings projects were ranked by flow rate with projects with higher flow rates getting a higher priority. Flow rates were as determined by the hydraulic model using a 10-year storm event.

ES 2-2 CIP Projects Prioritization

There are now four CIP Storm Water Project Categories. They include:

1. Projects dealing with existing system capacity issues
2. Projects dealing with aging infrastructure
3. Projects identified to improve/replace existing dip stones
4. Projects targeted at treating or improving the quality of the storm water leaving the city's system and discharging into waters of the State

All four CIP project lists have been reviewed with Ogden City Public Services and Engineering staff and have been prioritized. Prioritization was a multi-step process which varied slightly depending on the category. All processes included the same basic elements:

- Using available tools to identify and group problem areas into projects
- An assessment of the relative severity of the problems
- Ranking of the projects based on numeric analysis
- Reviewing the lists with Public Services and Engineering staff
- Combining input from all sources to finalize priority listings

ES 2-2.1 Capacity Project Prioritization Categories

The CIP has been created to prioritize the capital improvement projects. The capacity related projects are prioritized according to parameters outlined in the 2010 Master Plan.

All of the capital improvement projects identified are prioritized into the following 3 priorities.

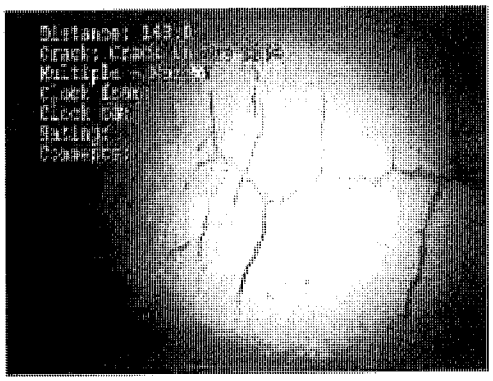
- Category "A" Projects – Projects identified in the model and confirmed by flooding reports.
- Category "B" Projects – Projects identified by actual flooding reports but that did not show up in the model.
- Category "C" - Projects identified by the model, but that show no current evidence of actual flooding.
- Category "U" Projects – Projects identified by the model, but that show no current evidence of actual flooding. All these projects are associated with UDOT operated and maintained roads.

Category "A", "B", "C", and "U" projects are now all include in the actual list of CIP projects. This is an update to the 2010 Master Plan. One category "B" project was added to the list. This project is intended to deal with flooding on Burch Creek just east of the rail yard. The project includes increasing the capacity of the piping across the rail yard and treating the water after crossing the rails and before discharging into the river. This project lies just outside the city boundaries in the unincorporated Weber County area. It is located where Burch Creek crosses the Union Pacific Railroad. Currently there are three CMP pipes that are used to convey water across the railroad tracks; one 48 inch pipe and two 36 inch pipes. Even minor storm events create flows that exceed the current capacities of these pipes. This project was not part of the original scope and therefore no condition assessment was completed. For this reason it has been added to the "B" capacity issues project list.

There are a total of 8 projects previously identified as Category "C" projects and 3 more categorized as "U" projects (U indicating they are in UDOT roads) that were marginal when it came to capacity issues. These are projects that showed flooding in the model but have not been reported as problem areas by city staff. In this analysis we have assigned costs to these projects but have not ranked them based on their condition as they had previously been identified as capacity problems. These projects have been put at the top of the priority list but were not evaluated based on condition.

The capacity related projects are prioritized according to parameters outlined in Section ES 2-1.2.

ES 2-2.2 Pipeline Condition Project Prioritization Categories



Each of the pipe condition projects was given both a structural and a functional rating. Each of these ratings was a composite of several specific subcategory ratings. These ratings were established by reviewing video tapes of the existing lines. The video tapes are linked to the GIS database and are available for further review. The structural and functional ratings were combined into one overall score. The structural scores were increased by 25% before combining with the functional score giving a slight preference to projects with structural problems. More detail on the scoring is given later in this document.

We have identified 59 projects that we recommend be addressed based on their current condition. In this Executive Summary we are only listing the top 15. Each project was given scores in multiple categories. Individual category scores were then combined using weighting factors, giving preference to certain categories. Category scores were then combined into a total score used for prioritization. Details for scoring, weighting factors and for the other projects will be given later in this report.

The top 15 "Pipeline Condition" projects are listed in order from highest priority down to 15. A brief description and proposed solution follow:

1. <u>17th/Parry, Grant to Washington</u>

   Current Problem: There are two pieces to this project, one is in Parry Street and the other is in 17th Street between Grant and Washington Boulevard. The piece in Parry Street is a box culvert that is in poor condition. There are portions of the lid to this box that have been replaced. The video shows corrugated metal. We can only assume that the corrugated metal has been capped with concrete.

   The conduit in 17th Street is a clay pipe. Generally speaking, clay and CMP pipes were found to have a much higher structural rating (higher rating means more structural issues). This condition was so prevalent that we included a new category for material type, giving a higher priority to clay and CMP pipes.

   Proposed Solution: The proposed solution is replacement. There are portions of the box culvert in Parry that have already been repaired with a new lid, but that lid utilizes corrugated metal decking. There is a concern that while the lid is new, the anticipated lifespan of the corrugated metal in a humid environment is somewhat questionable.

2. <u>26th, Madison to Monroe</u>

   Current Problem: This project area includes pipe in 26th Street between Madison and Monroe. The existing pipe in 26th Street is clay with major cracking along the top of the pipe and some spider web cracking. Cracking exists in a high percentage of the pipe lengths. The

invert of the pipe is very uneven and non-uniform. There are several locations where debris hangs up and affects the functionality of the pipe.

Proposed Solution: The proposed solution here is replacement.

3. **1455 Wall Ave, Wall to 14th**

Current Problem: This pipe is in an awkward location, meandering through existing businesses/buildings. This pipe has multiple bends without good access. Joints have been pulled between segments to help facilitate the bends. The pipe has a significant amount of debris and cracking. Some segments have multiple cracks. At one location there is a hole in the pipe open to daylight, the hole appears to be caused by a broken piece of pipe and is roughly 10" to 12" in size. Sections of pipe on either side of the hole are severely cracked. There is also a section of this pipe that is corrugated metal. The CMP pipe has dents and rocks protruding into the pipe and sections where the pipe wall has been bent and dimpled. The CMP is also showing signs of corrosion at or near the springline of the pipe. The camera crew could only video approximately 150 feet of the pipe because of hang-ups in the pipe.

Proposed Solution: The proposed solution is replacement and probable realignment appears that the existing pipe is largely on private property and runs between and possibly under existing buildings. We recommend that this line be rebuilt and relocated into the right-of-way where possible.

4. **24th, Madison to Monroe**

Current Problem: This project is clay pipe. In the clay pipe there are portions that are in relatively good condition for clay pipe, but there are other sections in bad condition. There are locations in this project where the pipe is cracked along the bottom and where water is leaking up through the cracks into the pipe. In these areas there is also some evidence of leaking joints indicating a high water table. There are also several locations with small holes. Some of the larger small holes have been repaired but there are some that have not been repaired.

Proposed Solution: The proposed solution for this project is total replacement.

5. **26th, Wall to Kiesel**

Current Problem: This project includes three segments on 26th Street from Wall to Kiesel. This pipe in all clay pipe. There is some significant cracking and a fair amount of sediment build-up. A few large holes were found. Hole repairs were completed using sheet metal or corrugated metal pipe. The metal is showing signs of corrosion. This is also one of the few pipe segments that has root problems. Many of the joints show some calcification, indicating high groundwater and leakage at the joints. Most of the calcification occurs in the lower half of the joints. Some short segments also appear to be slightly out of round. There is one section, 8' to 10' long, where the whole pipe was replaced using CMP. There are also sections of this project that have significant sediment build-up, an indication of either lack of maintenance or the need for higher maintenance. Over half of this project was not videoed because cameras could not get through the pipe.

Proposed Solution: Replacement is the proposed solution. This is a project that the city may want to clean and complete the video before moving forward. The information available

shows this project area is high on the priority list, but may move even higher if the video was complete.

6. **2nd Street, Wall to Childs Avenue**

Current Problem: This project includes piping in 2nd Street between Washington Blvd. and Wall Avenue. The portion of this project from Washington Blvd to Childs Avenue has already been replaced as part of the solution for flooding issues at the Five Points intersection with Washington Blvd. The existing pipe is aluminized steel including corrugated manholes. The aluminized steel or corrugated metal piping is being stressed by the shallow cover and the flexibility of the pipe material.

Proposed Solution: Replace corrugated metal pipe with concrete pipe.

7. **2nd Street, Wall to railroad tracks and East side of railroad tracks** -

Current Problem: This project includes piping in 2nd Street between Wall Avenue and the railroad track just east of BDO. The existing pipe is aluminized steel including corrugated manholes. The aluminized steel or corrugated metal piping is being stressed by the shallow cover and the flexibility of the pipe material. This is a primary truck route and the problem is made worse by heavy truck loads.

Proposed Solution: Replace corrugated metal pipe with concrete pipe.

8. **24th, Grant to Washington**

Current Problem: This project includes both box culvert and concrete pipe. The box culvert sections have some structural issues. In addition to the structural issues there seems to be a significant sedimentation/debris problem. This seems to be a common problem with box sections. There are a few places in the box culvert where there is exposed rebar and/or some cracking. There is at least one location where there is a fairly large hole in the side of the box that has a rough patch on it. In some places the crown of the box is in poor condition. This is obviously the most critical part of the box.

The concrete pipe section has a lot of debris with a few locations with significant cracking.

Proposed Solution: The recommendation for this project is replacement.

9. **15th, Grant to Kiesel**

Current Problem: This section of pipe is a riveted steel pipe. There are several moderate to large dimples in the pipe. One dimple is so large that it has actually split the steel and created a hole in the pipe. There are other sections that show a fair amount of rusting and corrosion.

Proposed Solution: The proposed solution is to replace with pipe with concrete pipe.

10. **Canyon Road at 1600 East**

Current Problem: This project is relatively short in length. It includes piping parallel to and across Canyon Road. There is cracking along the top of the concrete pipe for a good portion of this project area. Cracking along the top of the pipe is probably the location where

cracking is of the biggest concern. It is usually one of the first indicators that the pipe might be in distress. The pipe on the north side of Canyon Road running parallel to Canyon Road has a higher portion of cracked pipe. The pipe from Canyon Road to the river has water in it most of the time and has problems with deposition of sediment.

Proposed Solution: Replacement is the proposed solution. Where this pipe discharges directly to the river there is also an opportunity here for a water quality retrofit project. Retrofit projects were prioritized separately from piping projects. The timing of the piping and retrofit projects should be coordinated. It looks like the section of pipe under Canyon Road does not need to be replaced, only the pipes on either side need work.

11. <u>27th, Harrison to Foothill</u>

Current Problem: This project includes piping starting at 27th and Harrison continuing east to Foothill. Portions of this pipe, especially near Harrison, have experienced extensive spider cracking, where the entire pipe is cracked in a spider web fashion. The pipe is still intact, but has undergone significant stresses. The portion of this line that is in Harrison is being replaced as a betterment to a UDOT contract to resurface Harrison Blvd.

Proposed Solution: Replacement is the proposed solution.

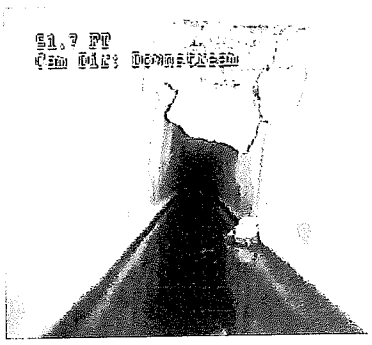
12. <u>Skyline Drive, Fern to Bobwhite</u>

Current Problem: There is a section of corrugated metal pipe that runs from the cul-de-sac on Bobwhite down the hill between homes toward Skyline Drive. The corrugated metal pipe is 8" in diameter and appears to have been laid somewhat randomly, both horizontally and vertically, down the hill. The camera followed this pipe roughly 19 feet until the camera could no longer negotiate the bends. The corrugated metal pipe had some splits in it. The camera crew went down to Skyline Drive to try and run the camera the other way back up through the pipe. The pipe on Skyline Drive is RCP and in good condition. Roughly 120 feet into the pipe the pipe was completely plugged. This combination of plugging and major cracking and CMP put this project high on the priority list.

Proposed Solution: The CMP coming down the hill should be replaced with RCP laid on a straight grade and in a straight alignment. It is recommended that the pipe be upsized to at least 12" to better accommodate maintenance and facilitate inspections. The pipe in Skyline Drive should be cleaned and then re-videotaped to determine if additional work is needed.

13. <u>24th, South of Wall St Viaduct</u>

Current Problem: This project is in 24th Street on the south side of the viaduct just east of Wall Avenue. The biggest problem area is 155 feet of 2' wide by 3' high box culvert. The photo to the right shows a portion of the box culvert where the ceiling is spalling off exposing the reinforcing steel. This section of box culvert also has some significant cracking.



Proposed Solution: During the course of this study it was suggested by Twin-D that box culverts are much more difficult to maintain than pipes because jetting is not very effective over a wide surface. It is recommended that the box culvert portion of this project be replaced with a circular pipe if possible. Where this box is higher than it is wide it might not be possible to put in a wider pipe. It is also recommended that the 36" pipe to the east be cleaned.

14. **Washington, 6th to 9th**

Current Problem: This project is completely in the UDOT ROW for Washington Blvd. This section of pipe has some structural deficiencies and cracking as well as some functional issues with bellies and sags. The sags tend to accumulate debris and become somewhat of a maintenance problem. There are also some minor bends/deflections in the pipe. There are a few places with circumferential cracking and/or exposed rebar.

Proposed Solution: The proposed solution for this project area does not include total replacement. Problem areas are such that spot repairs and/or trenchless technologies would be able to address the issues at hand.

15. **Aztec/Iroquois – Shadow Valley to Navajo**

Current Problem: This project is in the Shadow Valley Subdivision area. This is a small diameter pipe (8-inch) that has caused problems in the past. There are several joints of pipe with damaged ends. Many of these joints are leaking. There are also holes in the pipe wall or flow line. There are multiple inlet pipes coming into the sides that appear to no longer be in use or that are severely compromised because of sediment and debris.

Proposed Solution: The proposed solution for this project is to use trenchless methods to line the existing pipe. The City may want to consider pipe bursting to get a little bigger pipe in the system.

Table ES2-1 summarizes the top 15 projects, their priority and the opinion of probable cost for each project.

Table ES 2-1 Pipeline Condition Project Priority Scoring Summary

Pipeline Condition Project Priority Scoring Summary			
Priority	**Location**	**Total Score**	**Cost**
1	17th / Parry, Grant to Washington	25.91	$635,098.44
2	26th, Madison to Monroe	24.57	$272,781.50
3	1455 Wall Ave, Wall to 14th	24.50	$113,275.76
4	24th, Madison to Monroe	23.45	$254,882.34
5	26th, Wall to Kiesel	23.39	$562,134.13

6	2nd, Wall to Childs Ave	22.85	$570,147.88
7	2nd, Wall to railroad tracks	22.80	$3,929,127.56
8	24th, Grant to Washington	22.73	$195,988.24
9	15th, Grant to Kiesel	21.85	$60,363.78
10	Canyon Rd @ 1600 E	21.73	$147,762.73
11	27th, Harrison to Foothill	21.28	$1,692,009.53
12	Skyline, Fern to Bobwhite	21.16	$32,883.13
13	24th, South of Wall St viaduct	21.04	$53,140.49
14	Washington, 6th to 9th	19.64	$122,586.81
15	Aztec / Iroquois, Shadow Valley to Navajo	19.40	$123,201.85
	Total Cost – Top 15 Piping Projects		**$10,452,096.78**

ES 2-2.3 Dip Stone Project Prioritization Categories

The dip stone-related projects are prioritized according to parameters outlined in Section ES 2-1.3.

In addition to collecting survey data at each of the dip stone intersections, each intersection was visited and photographs were taken of each leg of each intersection that contained a dip stone. Each leg was rated individually. After all the field data was collected, the GIS database was used to combine individual piece ratings into a combined rating for each intersection. This was done by considering the maximum individual ratings and the average ratings for the intersection grouping. Utilizing the maximum score gave a slight preference to those intersections that have one leg that is especially bad over just considering an average rating. This way intersections with only one bad leg could be included with a slightly higher priority rating.

In addition to individual leg ratings, once the dip stones were combined into intersection groups additional consideration was given to intersections that carry a higher volume of traffic.

A more detailed description of the rating system and how scores were combined is given later in this report.

A majority of the dip stone infrastructure was installed decades ago and has reached its effective lifespan. The biggest single concern with the existing dip stones is safety for pedestrians, cyclists and motorized vehicles. More specifically dip stones raise the following concerns:

- Concrete failing over dip stones near pedestrian crossings
- Shallow pipe just under the surface is beginning to fail causing "potholes" in the streets and gutters
- Wide and deep gutters are a hazard to pedestrians, cyclists and motorized vehicles
- Dip stone entrances and exits are collapsing (tipping over) causing roadway and park strip failures
- Dip stone transitions are hard to clean and maintain

The following photographs illustrate some of the issues:

Figure 3 - Low cover reflecting through surface treatment

Figure 2 - Spalling concrete in ramp

Figure 3 - Failing concrete over dip stone

Figure 4 - Failing asphalt over pipe

Figure 5 - Street sluffing into gutter

Figure 2 - Wearing out

Figure 7 - Vehicles driving into dip stones

Figure 8 – Deep gutter

Figure 9 - Shallow pipe effects on surface

Figure 10 - Bad concrete near pedestrian crossing

Figure 11 - Difficult to maintain

Figure 6 - Bulging sidewall

Figure 4 - Compromised inlet

Figure 5 - Outlived lifespan

There were 339 intersections evaluated in this report. This only includes dip stone intersections north of 30th Street. It is estimated that there are an additional 200 or so intersections that still need to be evaluated. This priority list is therefore not comprehensive, but is limited to those intersections that have been evaluated.

The top 14 dip stone intersection projects are listed in this executive summary. The location of the intersection and the proposed solution along with the intersection scores are summarized in table ES2-2.3:

Table ES 2-2.3 Dip Stone Project Priority Scoring Summary

Dip Stone Project Priority Scoring Summary				
Priority	Location	Final Priority Score	Proposed Solution	Project Cost
1	24th and Monroe	89.75	Part of Project 3 above*	$66,000*
2	15th and Porter	82.2	Install Waterway to replace Dip stone	$50,400
3	28th and Adams	81.05	Tie into existing pipe	$66,000
4	16th and Jefferson	80.1	Tie into existing pipe	$66,000
5	Fillmore and Stowe	79.9	Install new dip stone pipe	$40,900
6	22nd and Madison	79.2	Tie into existing pipe	$66,000
7	3rd and Harrison and 3rd and Iowa	77.66	Complete as part of the Harrison Roadway	$183,218

Dip Stone Project Priority Scoring Summary				
Priority	Location	Final Priority Score	Proposed Solution	Project Cost
			Improvements Project	
8	28th and Van Buren	77.55	Install new dip stone pipe	$81,800
9	28th and Madison, Gramercy, and Quincy	77.09	Extend new pipe to pick up intersections	$270,732
10	4th and Ogden Ave.	76.7	Install new dip stone pipe	$40,900
11	28th and Jefferson	76.48	Tie into existing pipe	$132,000
12	20th and Adams	75.85	Install new dip stone pipe	$40,900
13	24th and Madison	75.6	Part of project C7 above*	$132,000*
14	24th and Quincy	74.85	Install new dip stone pipe	$81,800
			Total Cost – Top 14 Dip Stone Projects	**$1,318,650**

* The timing of these projects should correspond with other defined projects as noted. These costs should be added to the costs of the other projects to get the complete estimated project costs.

ES 2-2.4 Water Quality Retrofit Project Prioritization Categories

The water quality retrofit related projects are prioritized according to parameters outlined in Section ES 2-1.4.

Polluted storm water runoff is often transported to municipal separate storm sewer systems (MS4s) and ultimately discharged into local rivers and streams without treatment. EPA's Storm Water Phase II Rule establishes an MS4 storm water management program that is intended to improve the Nation's waterways by reducing the quantity of pollutants that are introduced into storm sewer systems during storm events. As part of the storm water management program the MS4 is responsible for existing developed sites that may have an adverse impact on water quality. The State of Utah Division of Water Quality Small MS4 General UPDES Permit states the following:

> 4.2.5.3.3 The Permittee must develop a plan to retrofit existing developed sites that are adversely impacting water quality. The retrofit plan must be developed to emphasize controls that infiltrate, evapotranspire or harvest* and use storm water discharges. The plan must include a ranking of control measures to determine those best suited for retrofitting as well as those that could later be considered for retrofitting. The Permittee must include the following when developing the criteria for the retrofit plan:

* Proximity to waterbody
* Status of waterbody to improve impaired waterbodies and protect unimpaired waterbodies
* Hydrologic condition of the receiving waterbody
* Proximity to sensitive ecosystem or protected area
* Any upcoming sites that could be further enhanced by retrofitting storm water controls

4.2.6.7.1 Existing flood management structural controls must be assessed to determine whether changes or additions should be made to improve water quality. A description of this process and determinations should be included in the SWMP document.

* Utah has a maximum storage capacity of 200 gallons for unregistered storage and 2,500 gallons if registered.

To meet the requirements to develop this retrofit plan, this information has been included in this Storm Drain Master Plan supplement.

The basic approach to this Retrofit Plan was to consider things on an outfall-to-outfall basis. A map of all outfalls was prepared. Each drainage area was considered independent of others. Some of the questions asked include:

1. Are there any highly impacted areas?
2. Why are these areas highly impacted?
3. Where are they?
4. How does the existing system work in this area?
5. What BMPs might address the problems?
6. Is there room to retrofit at the end of the line?
7. Would projects upstream maximize water quality and minimize impacts?
8. What are the anticipated costs?
9. How soon can this be programmed?
10. Do we have retrofitting requirements when redeveloping?

After considering all the questions, a treatment plan was developed for each drainage area. There are a myriad of best management practices (BMPs) that can be utilized to help treat the water before it leaves the city's system. The effectiveness and costs associated with installing and maintaining these BMPs varies dramatically. The potential solutions given in this Master Plan are intended more as a guideline than as an absolute recommendation. Multiple options have been listed to allow the city the flexibility to make adjustments based on site constraints, desired effectiveness and budget.

Factors affecting the prioritization of retrofit projects include:

1. Upstream land use, categorized by type:
    a. Industrial
    b. Commercial
    c. Residential
2. Possible pollutants
3. Potential for pollutants based on size of the drainage area and 10-year peak flows coming from that drainage area

Table ES2-2.4 summarizes the top 10 retrofit projects:

Priority Rank	Location	Proposed BMP	Cost	Treated Flow
1	20th / behind Walmart	Water Quality pond/land purchase/constructed wetlands	$2,700,000.00	108.6
2	West of 24th street	TBD with 24th Street interchange	-	40.4
3	Parker Dr. / City Limits	Low flow separator/High Flow quality pond	$60,000.00	22.5
4	West of 24th street	TBD with 24th Street interchange	-	9.3
5	West of 24th street	TBD with 24th Street interchange	-	0.0
6	West of 24th street	TBD with 24th Street interchange	-	0.0
7	Pioneer Road, Marriott-Slaterville	low flow bypass separator/outlet structure	$1,500,000.00	73.5
8	31st St. / Parker Dr.	open channel improvements	$100,000.00	63.1
9	28th St. / Rail Road	land purchase from Weber County, water pond	$500,000.00	40.9
10	Meadowbrook Dr. / Century Dr.	Hydrodynamic separator/mill creek improvements	$80,000.00	26.2

ES 2-2.5 Additional Studies

To most effectively utilize limited city funds priorities were places on portions of the system deemed to have the highest potential risk. This limited the study to areas with pipes larger than 18" and older sections of the city. Dip stones were only studied north of 30th Street. Table ES2-2.5 lists studies recommended to complete the database with associated costs.

Table ES 2-2.5 Additional Studies

Additional Recommended Studies				
Study/Work to be Done	Est. Quantity	Unit Price	Total Cost	Comments
Survey additional pipes > 18"	873	$61.39	$53,593.47	422 Manholes, inlets or junction boxes have been surveyed
Survey all additional pipes	4,342	$61.39	$266,555.38	This is the estimated cost to survey all units regardless of size
Clean pipe already identified to be cleaned	6,756	$7.31	$49,386.36	This only includes pipes that have been identified as needing to be cleaned
Video remaining pipe > 18"	169,450	$0.52	$88,114.00	115,000 of which was in Ogden City area that didn't get done
Video remaining pipe < 18"	236,657	$0.52	$123,061.64	
Evaluate pipes > 18" from videos	169,450	$0.30	$50,835.00	
Evaluate pipes < 18" from videos	236,657	$0.30	$70,997.10	
Evaluate Remaining Dip Stones south of 30th	200	$147.49	$29,498.00	This is an estimate of the number of dip stones left
Total Estimate for Additional Studies			**$732,040.95**	

ES-3 Summary

The results of this Storm Drain Master Plan Supplement provide a plan for Ogden City to follow i to continue to meet its storm water needs.

ES 3-1 Recommendations

- Use the outlined priority lists to secure funding and serve as a guide in designing upgrades to the storm drain system.
- Continue to collect data and information to confirm pipe sizes, connectivity, and invert elevations for the existing storm drain collection system.
- Use this document in conjunction with the City's Storm Water Management Plan (SWMP). *The retrofit portion of this supplement is intended to meet the requirements of the MS4 permit regarding retrofitting the city's system for water quality concerns.*
- This supplement is a good start on assessing the physical conditions of the existing system, but budget did not allow a comprehensive assessment. Approximately ⅔of the system has been evaluated. It is recommended that the remainder of the system be evaluated and added to the database and priority lists.
- It is recommended that the City look at ways to practically include more on-site retention – <u>not just detention but actual retention</u>. In redevelopment situations we also recommend that the City look for ways and opportunities to decrease total runoff volumes. This is a requirement of the MS4 permit, as it requires design of new development to match predevelopment conditions for both peak flow and total volume of discharge.

1 - Introduction

This Storm Drain Master Plan Supplement is intended to work hand-in-hand with the 2010 Storm Drain Master Plan. As such it is intended to be a comprehensive "living" document and report on the existing and future storm drainage systems for Ogden City. The report includes a brief introduction into water quality concerns within the city, a description of the processes undertaken in completing the condition assessment, dip stone study, compiling the water quality retrofit plan, and an assessment of the financial plan required to properly operate, maintain, and repair the storm drain system.

The financial analysis in this Master Plan includes a list of identified capital improvement projects required to address problems in the existing collection system. The list is categorized into groupings based on the nature of the type of projects that need to be completed to keep the system viable.

2 - Storm Water Quality

In recent years the EPA, and subsequently the State of Utah, have applied increasing pressure to monitor and regulate the quality of the storm water being discharged from Ogden City's Storm Drain Collection System (SDCS). The city has a discharge permit issued by the Utah Department of Environmental Quality (DEQ) that allows the city to discharge storm water to Waters of the United States. The city is required to comply with storm water quality regulations set forth by this permit. The Utah Pollutant Discharge Elimination System (UPDES) permit requires that the city develop a program to regulate storm water quality by setting and implementing goals in six control measures:

1) Public education and outreach

2) Public involvement

3) Illicit discharge detection and elimination

4) Construction site runoff control

5) Post-construction runoff control

6) Good housekeeping practices

This Master Plan Supplement includes a Retrofit Plan, designed specifically to address water quality issues within the existing collection system. In addition to implementation of the Retrofit Plan the city should encourage low impact development techniques in new and redevelopment projects. When properly planned and implemented these techniques often result in lower capital costs as well as improving the overall water quality.

3 - Condition Assessment

The condition assessment portion of this study was done in multiple components. These components included:

- Field survey of existing storm drain infrastructure
- Closed Circuit Television (CCTV) taping of existing collection piping
- Office review of the video tapes
- Numeric evaluation of existing infrastructure
- Grouping of individual pipes into "projects"
- Ranking the "projects"
- Establishing budgetary opinions of probable cost for each project
- Creating a Capital Improvements List of prioritized projects

3.1 Field Survey of Existing Storm Drain Infrastructure

One goal of this study was to complete a field survey of the entire storm drain collection system. Even though much was done to field-verify parts of the system, time and budget constraints did not allow for verification of the entire system. There are still portions of the city where pipe size and invert elevations have not been verified. These are graphically depicted in the map book in Appendix A. The City was divided into seven priority areas. They were numbered 1 through 7 with 1 being the highest priority area. The budget allowed data to be collected from priority areas 1 through 5. Areas 6 and 7 need to be completed to round out the database. We recommend that additional studies be done to complete the database of the city's existing collection system.

3.2 Closed Circuit Television (CCTV) Taping

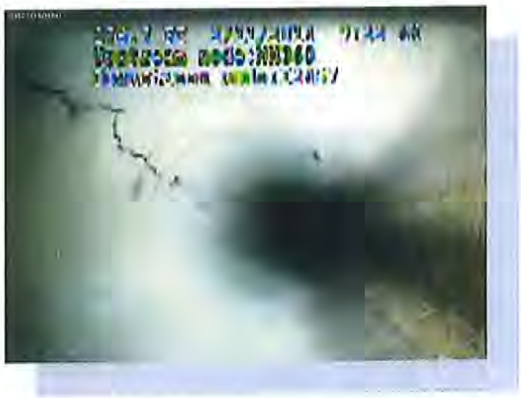
Another goal of this study was to video tape all pipes in the collection system larger than 18". This was a daunting goal. To achieve the goal and stay in budget it was decided that a portion of the pipes would be taped by city camera crews while another portion would be taped by hiring a company tape other portions. The same priority groupings (see Appendix A for mapbook) were used for CCTV work as was utilized for surveying. Twin D was hired to tape priority areas 1, 2 and 4. The city crews were assigned priority areas 3 and 5. It was felt that areas 6 and 7 would probably not be completed due to budget constraints. Appendix B contains a mapbook showing which pipes were actually taped. We recommend that additional studies be done to complete the taping of the existing collection system.

3.3 Office Review of the Video Tapes

As the video tapes started to roll in an evaluation team was selected. The first few videos were reviewed together to allow the team to determine the type and nature of findings. From this initial review criteria and categories were setup and a scoring system was developed. Basic data was gathered and recorded in a GIS database. Some of the fields established included:

- Pipe material
- Pipe size
- Pipe length
- Damaged/Impaired section length and location
- Pipe ID and connectivity
- Notes and comments

3.4 Numeric Evaluation of Existing Infrastructure



One project objective was to develop a scoring system that could be easily expanded as additional data is collected. As the team discussed various issues it was determined that there are basically two categories of evaluation criteria; criteria dealing with the functionality of the pipe and criteria depicting the structural integrity of the pipe. Each of these categories included sub-categories. The sub-categories include:

Functional sub-categories

- Joint integrity (leaky joints or joints with roots)
- Sags and bellies
- Mineralization/Groundwater
- Sediment build-up

Structural sub-categories

- Cracking
  - Length
  - Type (Longitudinal, Circular, Spider, Diagonal)
  - Width
  - Location (Described in clock position)
- Roundness
- Spot Repairs
- Manhole Condition
- Exposed Aggregate or Rebar

Each sub-category was evaluated on a scale of 1 to 5 with 1 being excellent condition and 5 being horrible condition. It was further determined that some sub-categories were of more concern than others. A system of weighting categories was developed and implemented. The evaluation started with the structural/cracking scores. An overall cracking score was determined and then normalized back to a 1 to 5 score for further evaluation. The scale used to normalize cracking scores was:

Original Cracking Score	Normalized Cracking Score
<6.5	1
6.6 to 14	2

Original Cracking Score	Normalized Cracking Score
14.1 to 18.5	3
18.6 to 22.5	4
>22.5	5

Normalizing was done by statistical analysis of all the pipe segment scores. All data was considered and graphed. Natural breaks in the data set were determined and a relative 1 to 5 score was assigned.

Cracking scores were then combined with other structural sub-category scores and normalized to a single Pipe Segment Structural Score that ranged from 1 to 5. The scale used to normalize Pipe Segment Structural Scores was:

Original Structural Score	Normalized Structural Score
<7.8	1
7.9 to 10	2
10.1 to 12	3
12.1 to 15	4
>15	5

The same process was repeated to develop a Pipe Segment Functional Score. This process is shown graphically (including weighting factors for each sub-category) in Figure 3.4. The scale used to normalize Pipe Segment Functional Scores was:

Original Functional Score	Normalized Functional Score
<5.1	1
5.2 to 6.6	2
6.7 to 9	3
9.1 to 10.5	4
>10.5	5

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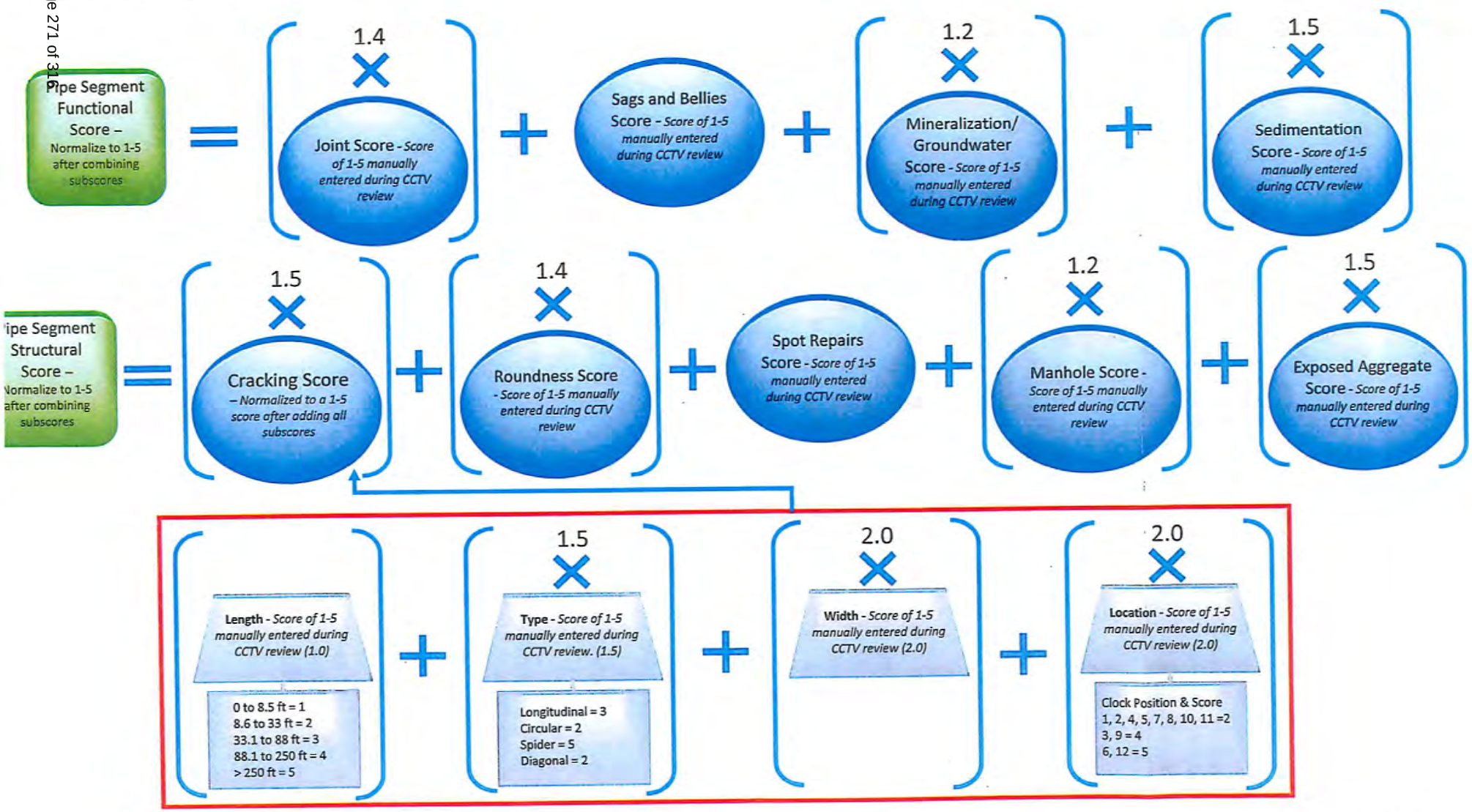
Figure 3.4 - Ogden City Storm Drain Condition Assessment Prioritization Criteria

Individual Pipe Segment Scoring



3.5 Grouping of Individual Pipes into "Projects"

With all the pipes scored and tallied a map was created to graphically show where the pipes are physically located. From this map individual pipe segments were grouped geographically into "projects". It makes sense to try and minimize the impacts to residents and businesses by grouping several segments into one project. With individual pipe segments now grouped it became necessary to utilize individual scores to create a composite project score.

Composite scores were determined by taking the average of all individual pipe scores and adding that to the maximum score of any of the pipe segments within that group. This created a balance evaluation, so that no individual pipe segment dominates while still allowing some consideration for a very bad section of pipe. This was done for both functional and structural scores.

As these numbers were being combined it became apparent that there were a few other factors that should play a role in prioritizing projects. Risk and potential impact in the event of failure needed to be considered. Risk was mitigated by including a pipe material score. Some pipe types are more susceptible to sudden catastrophic failure. The pipe type scoring is as follows:

Pipe type	Score
Concrete Pipe and Box Culverts	1
PVC	2
HDPE or Steel	3
Clay	4
Elliptical, Arch, or CMP	5

The size of the pipe goes to potential impact. The bigger the pipe the more people would be impacted with a failure. Pipe size scoring was assigned as follows:

Pipe Size	Score
< 18"	1
18" to 24"	2
30" to 36"	3
42" to 48"	4
> 48"	5

A road score was also included using the reasoning that the more traffic a road carries the bigger the impact upon failure. Road scores were assigned as follows:

Road Description	Score
Minor Locals	1
Major Locals	2
Collectors	3
Arterials	4
UDOT	5

A total combined project score was determined by combining the road score, size score, material score, functional score and the structural score. Weighting factors were utilized based on perceived importance. Figure 3.5 illustrates how the project scores and overall scores were determined.

Once combined scores were determined and sorted, the priority list was reviewed. In that review it was discovered that there are a few intangibles that aren't reflected in the project scoring. At this point a new scoring category was introduced called the Engineering Factor. This is a subjective number that allows the intangibles to be considered using engineering judgment.

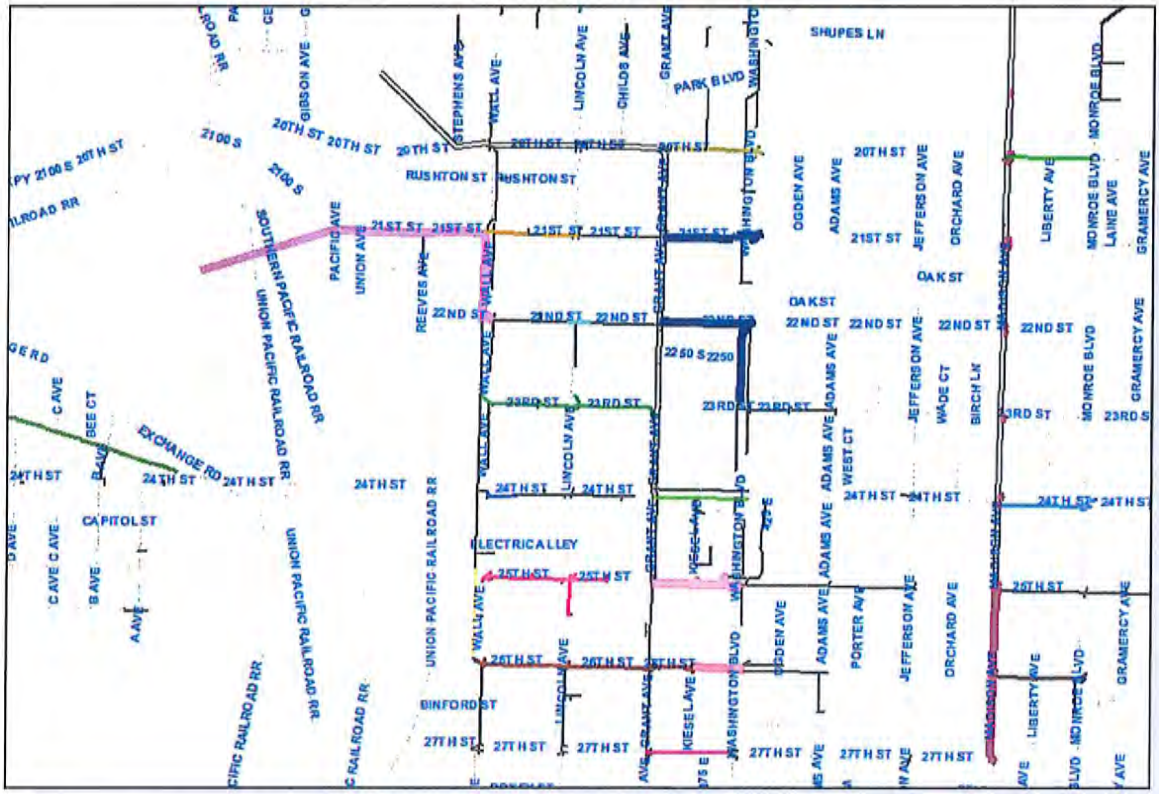
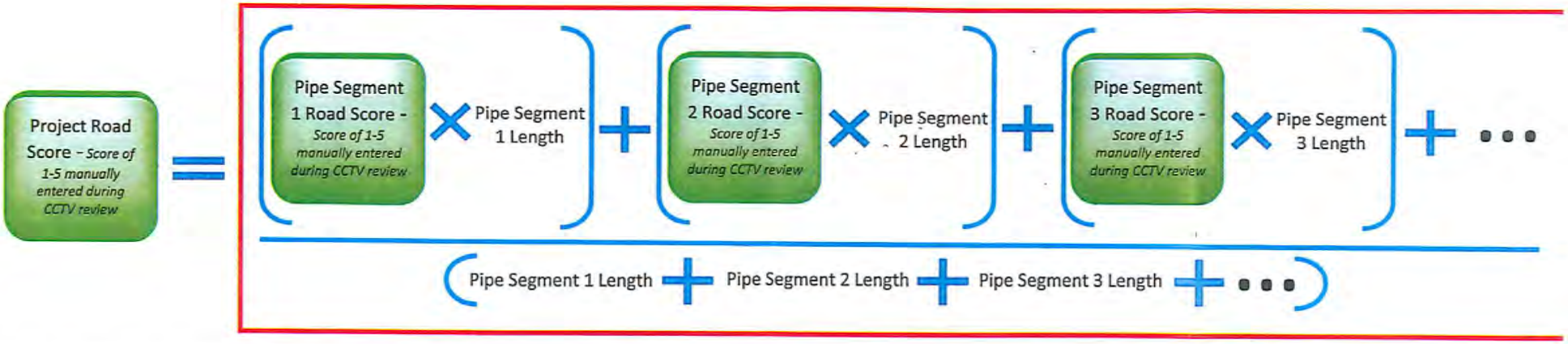


Figure 3.5 - Ogden City Storm Drain Condition Assessment Prioritization Criteria Project Grouping and Scoring

Functional and Structural Scoring of pipe segments is used to determine if pipe segments need attention of if they are fine to continue to operate with nothing more than occasional cleaning. Pipe segments needing attention can be highlighted on a map and grouped together into projects. After grouping individual pipe segments into projects, calculate weighted project category scores to create an overall project score for that category. Road, size and material category scores are all weighted by length. Functional and structural categories are both weighted by considering both maximum scores for any individual segment and the average score of all segments.

Example of Calculating Weighted Project Score from Individual Segment Score Using Length as Weighting Factor (repeat for Road, Size and Material Categories):



Example of Calculating Weighted Project Score from Individual Segment Score Using Average and Maximum Method (repeat for Functional and Structural Categories):

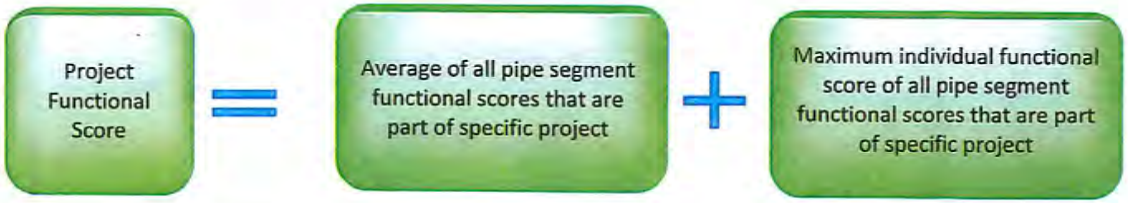
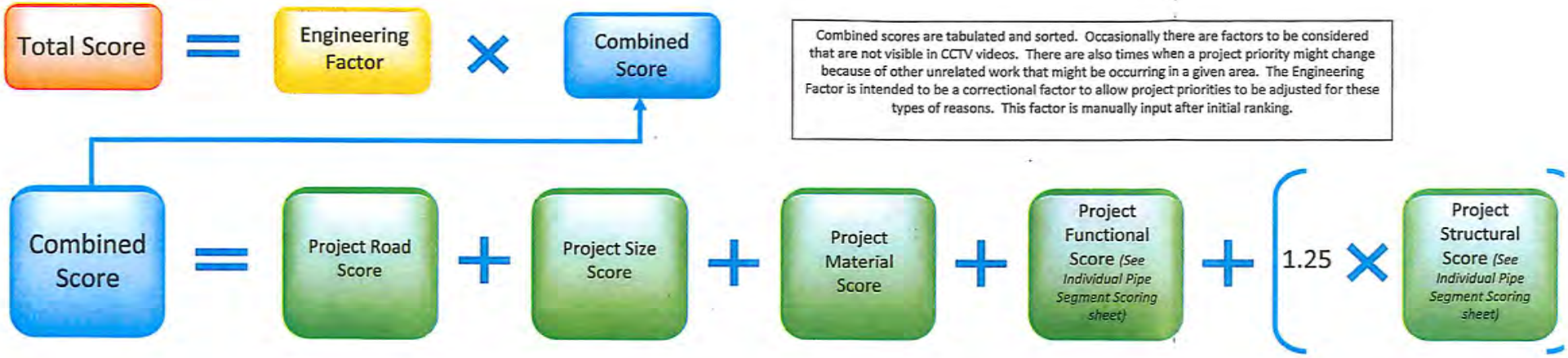


Figure 3.5 (continued) - Ogden City Storm Drain Condition Assessment Prioritization Criteria

Individual Pipe Segment Scoring



3.6 Ranking the Projects

With total project scores ranking of the projects is simply done by sorting the scores numerically. The highest score gets the highest priority. A financial plan can be developed using this priority ranking combined with the associated opinions of probable cost.

3.7 Opinions of Probable Cost

Opinions of probable costs were developed project by project based on the recommended pipe/box culvert size and the associated lengths. A budgetary cost estimating spreadsheet was developed while estimating the costs for the projects listed in the 2010 Master Plan. These same spreadsheets were utilized in this evaluation. The spreadsheet unit prices were updated based on recent projects that the city has bid. The unit price per foot of pipe includes factors for:

- foundation materials
- bedding materials
- trench import backfill
- road base, asphalt
- junction boxes
- water main loops
- water service replacements
- gas main relocations
- communication cable relocations
- mobilization
- traffic control
- QC
- 30% contingency
- 10% design fee

As projects get close to design and construction we recommend that the costs be reviewed and evaluated in more detail. We recommend that they City consider doing design of projects a year in advance of construction so that costs can be adjusted before establishing construction budgets. This approach generally results in fewer surprises.

3.8 Capital Improvements List – Prioritized

A list of prioritized capital improvement projects with associated costs is given in Section 6 of this Master Plan.

4 - Dip Stone Evaluation

For years the old dip stone approach to convey storm water across an intersection has given rise to concerns for safety, maintenance and basic functionality. As the dip stone pipes age and show signs of failure and collapse it has been determined that replacing dip stone pipes in the same size and location is problematic. The type of pipe originally used is not readily available in all sizes. Many of the inlets/outlets for existing pipe are in a state of disrepair or failure, causing concern for both vehicular and pedestrian traffic. There are hundreds of intersections in the city that utilize dip stones.

The dip stone study did a relative numeric assessment of each existing dip stone. Each intersection was visited and photographs taken. Consideration was given to several factors. Dip stones were then grouped into intersections and individual inlet/outlet ratings were combined to create an overall intersection score. Some of the considerations included; size and proximity of deep gutters to sidewalks, condition of concrete in the deep gutters and over the piped portion of the system, condition of the piping in the road, threat to health safety and welfare, and whether or not the ends currently have gratings.

The steps followed in this study included:

- Setting up an app for collecting the data
- Collecting and processing the data
- Grouping the data into intersections and creating a composite score
- Prioritizing the intersections
- Developing Opinions of Probable Cost

4.1 Data Collection App

To facilitate data collection in a timely and efficient manor, smart phones were used. Each phone was equipped with an app called Collector for ArcGIS. Evaluation categories were determined and preset. The Collector app was tied to the City's GIS database. Photographs and category scoring for each inlet/outlet were automatically linked in the database and geospatially located. This saved the time-consuming steps of sorting through the data and entering it manually. As additional data is gathered it is recommended that a similar process be followed.

The following categories were preloaded and the inspector entered a 1 to 5 point ranking for each category for each inlet/outlet:

- Gutter – defined as the condition of the bottom and street side of the inlet/outlet structure.
- Curbing – defined as the condition of the sidewalk side of the inlet/outlet structure.
- Overhang – defined as the condition of the concrete over the top of the inlet/outlet.
- Threat to public – score based on the proximity of the edge of the overhang to the pedestrian crossing. Also included an assessment as to the potential threat to vehicles and bikes. Included assessing the likelihood of someone/something falling into inlet/outlet and being harmed.
- Size – score based on size/peak flow rate to pass through inlet/outlet. Score was assessed based on relative size. A scale was determined so that each opening did not have to be measured but could be evaluated subjectively. The question was – what size of animal could fit through the opening. The scale used was:

Relative comparison	Size Score
Cat	1
Raccoon	2
Wolf	3
150 to 180 lbs. man	4
Bear	5

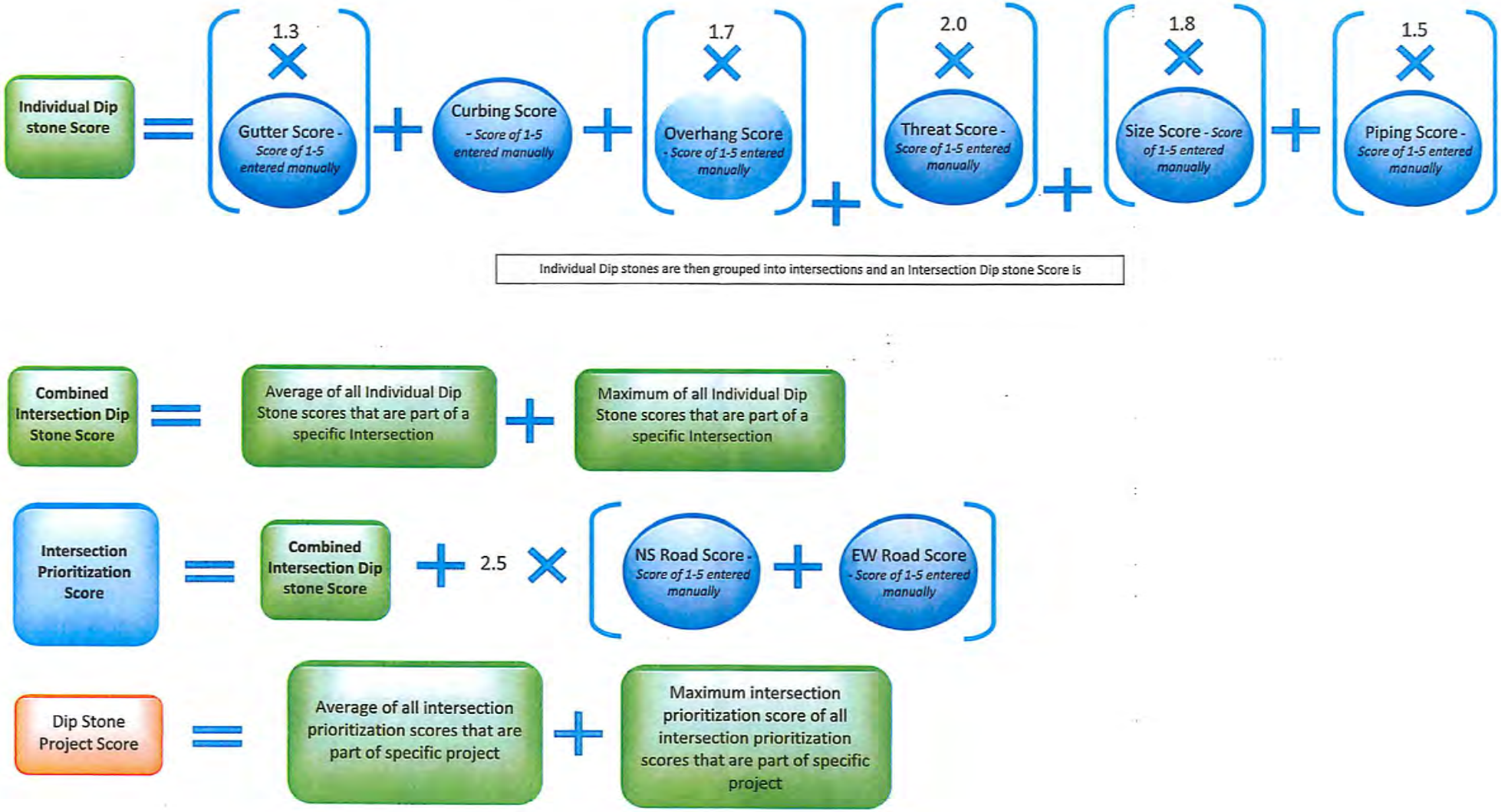
- Piping – defined as the condition of the road (asphalt) over the top of the dip stone pipe as it crosses the road (looking for cracking, settling, depressions, etc.).

The categories were weighted by perceived importance as follows:

Category	Weighting Factor
Gutter Score	1.3
Curbing Score	1.0
Overhang Score	1.7
Threat Score	2.0
Size Score	1.8
Piping Score	1.5

Figure 4.1 illustrates the Dip Stone scoring process.

Figure 4.1 - Ogden City Storm Drain Condition Assessment Prioritization Criteria Dip Stone Scoring Individual Dip Stone Scoring



4.2 Grouping Dip Stones into Intersections

With all dip stones having an individual composite score it was now time to group them into working units. It was determined that if one dip stone in an intersection were to be repaired it would be likely that all dip stones in a given intersection would be repaired. Using GIS's proximity functions, all dip stones were organized by intersections. A composite intersection score was calculated by combining the average of all individual dip stone scores with the maximum score of any dip stone inlet/outlet within that intersection. This calculation is also illustrated in Figure 4.1

4.3 Filtering Dip Stone Intersections

Once intersections were grouped, the piping projects mapping was turned on. Any dip stone intersections that had a piping project run through the intersection was removed from the dip stone projects listings and reassigned to the piping project. It is anticipated that when piping projects are completed any dip stones within the project area will be removed and tied into the piping project using conventional inlets. This includes removing or filling the dip stone piping, replacing the dip stone inlet with a new conventional inlet, removing the dip stone outlet, and replacing deepened sections of curb and gutter with standard type A curb and gutter.

4.4 Dip Stone Repair/Replacement Alternatives

Looking at potential solutions to the dip stone problem a hierarchy was developed. This hierarchy follows:

4.2.1.1 **Pipe dip stones.** The first and best choice was to replace dip stones with conventional inlets and piping. There are several intersections that still use dip stones even though there is storm drain piping that runs through the intersection. This category would simply pull out the old inlet/outlets and replace them with conventional inlet boxes that then tie over into the existing pipe.

4.2.1.2 **Extend existing piping.** Because of proximity to existing piping this option was not always considered cost effective. When the end of the existing piping was close enough to a dip stone intersection and in the right location elevation wise, the proposed solution was to extend the existing piping to reach the dip stone intersection and then tie in the dip stones in a more conventional way.

4.2.1.3 **Waterways.** The third option was to replace existing dip stone piping with surface waterways bringing all flows to the surface. This option was only considered when the existing conditions allowed.

4.2.1.4 **Rebuild dip stones.** The fourth and final option was to replace old dip stones with new improved dip stones. New dip stone piping is only available in pipes 12". New covered inlets and outlets would be built. These would be covered with a bicycle-safe grating to avoid having steep and deep sections of gutter open. A standard for these new inlets and outlets has not yet been developed. Only the concept has been discussed.

4.5 Assigning Solutions

The best anticipated solution was not always obvious. Several factors played into making these assignments.

- The first step was to identify existing intersections that have both dip stones and existing storm drain piping. Using the GIS database this was a simple process. These intersections were identified and tagged.
- The second step was to determine if it was economical to extend existing piping to pick up an additional intersection. When piping only needed to be extended one block or less extending the piping was considered as the best option. The new intersection also needed to be uphill of the existing piping. Intersection to which new piping could feasibly be extended were identified and tagged in the database.
- The remaining intersections were evaluated to determine if replacing dip stones with surface waterways was viable. Waterways were only considered if the street where the waterway is to be installed was already fitted with stop signs in that direction. In other words if traffic was already required to come to a complete stop before going through the waterway, a waterway was considered. If signage was appropriate for waterways then existing street slopes were considered. Both the existing crown of the road to receive the waterway and the slope of the crossing street were considered. If installation of a new waterway required an abrupt slope change of more than roughly 2% then waterways were not considered.
- All remaining dip stone intersections were assigned the rebuild existing dip stone option.

4.6 Intersection Prioritization

With intersections scored and solutions assigned, those intersections not assigned to a project could be prioritized. Similar to what was done for piping projects it was felt that the roads affected by the work should play into prioritizing the projects. Road importance was scored the same as in the piping road scores:

Road Description	Score
Minor Locals	1
Major Locals	2
Collectors	3
Arterials	4
UDOT	5

Because each intersection involves at least two roads, the road scoring for intersections was a little more complicated than for the piping projects. Each road was scored in importance and the two road scores were added together. A weighting factor of 2.5 was applied to create an intersection road score that was added to the combined intersection score to get the intersection prioritization score. See Figure 4.1 on page 13.

4.7 Grouping Intersections into Projects and Ranking Projects

Intersections needing work were mapped. They were then grouped into projects based on geographic proximity . Project scores were calculated by combining the average intersection prioritization score with the maximum intersection prioritization score for the project grouping. See Figure 4.1 (p 13). These scores were then used to prioritize projects.

4.8 Opinions of Probable Cost

There are basically four categories for repairing existing intersections that currently have dip stones. These categories include:

1. **Tie into existing piping.** Install new inlet boxes and tie to existing piping that already runs through the intersection.
2. **Extend new piping** from a neighboring intersection and then replace dip stones with conventional inlets.
3. **Replace dip stone piping with waterway.** Remove existing dip stone pipe and build a new concrete waterway bringing the flow to the surface to cross the intersection.
4. **Replace with new dip stone piping.** Replace existing dip stone piping with new dip stone piping and replace old inlet/outlets with a new improved standard that is more pedestrian/bicycle/vehicle friendly.

Because of the sheer number of dip stones and intersections, it was not practical to evaluate the costs on an individual basis. Costs were evaluated by category and applied to all intersections within that category.

Tie into Existing Piping - For the first category, a "typical" price was determined for a typical intersection. The city's recently completed work on Orchard included removing dip stones from two T-intersections, one at 20th and Orchard and one at 21st and Orchard. Unit prices and estimated quantities were determined based on the assumption that these dip stones were being piped into an existing storm drain pipe and costs were generated for just the work required to convert the dip stones. These two prices were averaged and a "typical" cost for a one-sided (T-intersection) was born. This typical price was applied to all intersections. The price was doubled for four way intersections or intersections with dip stones on both sides. The unit price per single side of intersection includes factors for:

- Mobilization
- Traffic control
- Quality control
- Demolition of asphalt, curb and gutter, sidewalk, existing dip stone pipe
- Installing ADA truncated domes, curb and gutter, sidewalk
- Installing new 15" storm drain laterals
- New 60" manhole on the existing pipe
- New inlet boxes
- Backfilling and compacting trenches
- Repairing the road with new untreated base course and asphalt.

A cost of $66,000 per single sided intersection was used. The cost was doubled to $132,000 for a full intersection replacement.

Extend new piping – This category used the same spreadsheet analysis used for the piping projects (See 3.7 for description), applying appropriate unit prices per foot of a given pipe size for the pipe extensions. Unit prices varied for this evaluation based on pipe size and length.

Replace with waterways – Criteria used to determine intersections in this category is given in Section 4.5. Determining costs for this option was done in a similar fashion as tying into existing piping only the assumption was changed to installing a surface waterway to convey water across the intersection. The unit price per single sided intersection includes factors for:

- Mobilization
- Traffic control
- Quality control
- Demolition of asphalt, curb and gutter, sidewalk, existing dip stone pipe
- Installing ADA truncated domes, curb and gutter, sidewalk
- Installing new 6 foot wide waterway
- Backfilling and compacting trenches/disturbed areas
- Repairing the road with new untreated base course and asphalt.
- Removing and replacing drive approaches

A cost of $50,400 was used for a single-sided replacement. This price was doubled for the replacement of a full intersection.

Replace with new Dip Stone Piping – This category was also priced similar to the first and third options. . The unit price per single sided intersection includes factors for:

- Mobilization
- Traffic control
- Quality control
- Demolition of asphalt, curb and gutter, sidewalk, existing dip stone pipe
- Installing ADA truncated domes, curb and gutter, sidewalk
- Installing new 12" dip stone piping
- Backfilling and compacting trenches/disturbed areas
- Repairing the road with new untreated base course and asphalt
- Installing grating over the inlet/outlets for dip stone piping

A cost of $40,900 was used for single-sided replacement. This price was doubled for the replacement of a full intersection.

As projects get close to design and construction we recommend that the costs be reviewed and evaluated in more detail. We recommend that they city consider doing design of projects a year in advance of construction so that costs can be adjusted before establishing construction budgets. This approach generally results in fewer surprises.

4.9 Capital Improvements List – Prioritized

A list of prioritized capital improvement projects with associated costs is given in Section 6 of this Master Plan Supplement.

5 - Water Quality Retrofit Plan

Polluted storm water runoff is often transported to municipal separate storm sewer systems (MS4s) and ultimately discharged into local rivers and streams without treatment. EPA's Storm Water Phase II Rule establishes an MS4 storm water management program that is intended to improve the Nation's waterways by reducing the quantity of pollutants that are introduced into storm sewer systems during storm events. As part of the storm water management program the MS4 is responsible for existing developed sites that may have an adverse impact on water quality. The State of Utah Division of Water Quality Small MS4 General UPDES Permit states the following:

> 4.2.5.3.3 The Permittee must develop a plan to retrofit existing developed sites that are adversely impacting water quality. The retrofit plan must be developed to emphasize controls that infiltrate, evapotranspire or harvest* and use storm water discharges. The plan must include a ranking of control measures to determine those best suited for retrofitting as well as those that could later be considered for retrofitting. The Permittee must include the following when developing the criteria for the retrofit plan:
>
> * Proximity to waterbody

* Status of waterbody to improve impaired waterbodies and protect unimpaired waterbodies
* Hydrologic condition of the receiving waterbody
* Proximity to sensitive ecosystem or protected area
* Any upcoming sites that could be further enhanced by retrofitting storm water controls

4.2.6.7.1 Existing flood management structural controls must be assessed to determine whether changes or additions should be made to improve water quality. A description of this process and determinations should be included in the SWMP document.

* Utah has a maximum storage capacity of 200 gallons for unregistered storage and 2,500 gallons if registered.

To meet the requirements to develop this retrofit plan, this information has been added to this Storm Drain Master Plan. The water quality retrofit plan was developed by:

- Mapping the outfalls
- Determining upstream contributing area
- Characterizing the upstream contributing area
- Considering the peak flow rate
- Estimating a practical treatable flow
- Prioritizing the outfalls
- Establishing a suite of possible improvements for a given outfall
- Assigning probable costs for each suite of solutions

5.1 Mapping the Outfalls

Mapping the outfalls was the simplest task. From previous modeling and from the City's previous database all outfalls were already mapped. Appendix C contains the Outfall Mapbook. Outfalls have been labeled in order of priority, with 1 being the highest priority outfall.

5.2 Determining Upstream Contributing Areas

This also is a task for the previous model. Subcatchments have been identified in the model based on where the water drains. By starting at the outlet, boundaries have already been determined.

5.3 Characterizing the Upstream Contributing Area

This is the challenging part of the retrofit plan. It is also the heart of the prioritization. A lot of questions must be asked to understand the nature, potential and pollutants of concern for each outfall.

Some of the questions asked include:

1. What's the nature of the land use within the drainage area?

2. Is erosion likely a problem in the contributing area?
3. What are the potential pollutants?
4. Are there opportunities for upstream retrofits?
5. What are the chances/opportunities for end of line retrofits?
6. Are there undeveloped parcels?
7. Does the cost of possible BMPs match the potential for benefit?
8. Is the potential BMP site readily accessible?
9. What kind of equipment might be needed to maintain the potential facilities?

After considering all of the questions a treatment approach was developed for each drainage area. There are a myriad of best management practices (BMP) that can be utilized to help treat the water before it leaves the city's system. The effectiveness and costs associated with installing and maintaining these BMPs varies dramatically. The potential solutions given in this Master Plan are intended more as a guideline than as an absolute recommendation. Multiple options have been listed to allow the city the flexibility to make adjustments based on site constraints, desired effectiveness and budget.

Factors affecting the prioritization of retrofit projects include:

1. Upstream land use, categorized by type:
    a. Industrial
    b. Commercial
    c. Residential
2. Possible pollutants
3. Potential for pollutants based on size of the drainage area and 10-year peak flows coming from that drainage area

5.4 Considering the Peak Flow Rate

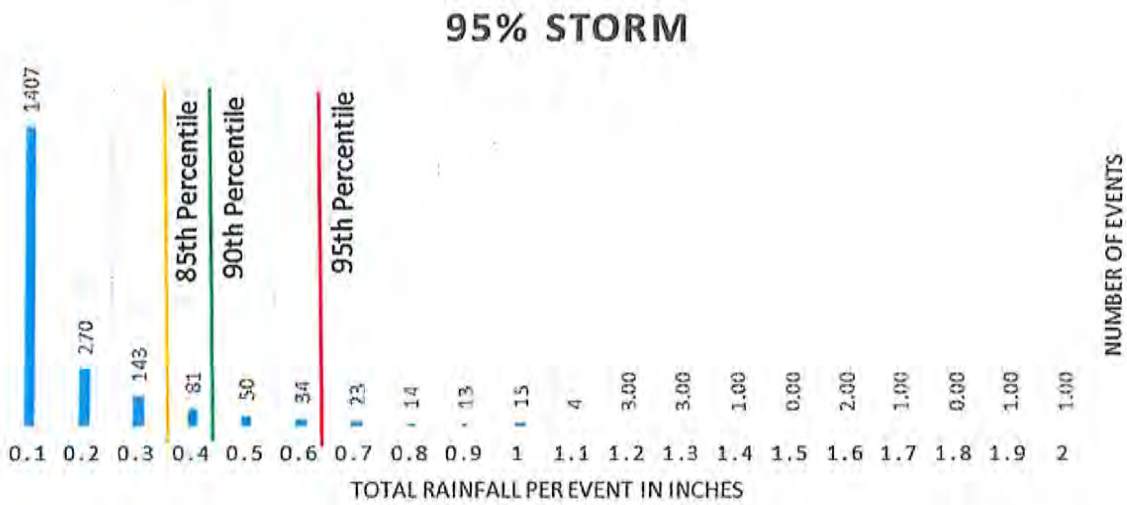
With a better understanding of the contributing area characteristics, the next step is quantifying how much water is running off. For the most part this information was readily available in the model. Peak flow rates were extracted from the model for the 10-year 2-hour storm event. These flows were added to the database to assist in further analysis.

5.5 Estimating the Practical Treatable Flow

When dealing with storm water, there are a lot of variables. It is not practical to design a storm drain system for the maximum expected flows. Normally there will be only a handful of storm events in a year that tax the collection system. The majority of the storm events will only utilize a fraction of the system capacity. Treatment of storm water is expensive. It is difficult to justify the expense of building expensive treatment facilities when they are only fully utilized once or twice a year. An analysis completed on another project using data from a Bountiful area weather station yielded the graph shown in Figure 5.5. This graph represents 25 years of data. On average there are five to six storms a year that exceed the 90th percentile event. According to NOAA 14 at the Ogden Power House Weather Station, a 10-year 2-hour storm event is equivalent to 1.16" of rainfall in that 2-hour period. This is the event used in the model to generate the peak flows. It is recommended that the 90th percentile event be used as a basis for determining the water quality treatment event. Realizing that water quality treatment will only

overflow a few times a year, it is estimated that treating the 90th percentile event will treat over 95% of the total volume of flow in any given year.

Figure 5.5 Weather Station Data



5.6 Prioritizing the Outfalls

Prioritizing the outfalls was basically a three step process.

1. Each outfall was ranked using a 1 to 5 scale based on the character of the upstream contributing area. The following basic scoring system was used.

Category Description	Score
Residential/low exposure	1
Residential/Commercial	2
Commercial/medium	3
Commercial/Industrial	4
Industrial/high exposure	5

2. After sorting outfalls by these 5 categories, outfalls that were tied to a piping project were removed from the list and included as part of the piping project.

3. Outfalls were then sorted by peak flow rate as determined in the model for a 10-year 2-hour storm event within each category. The higher the flow rate the higher the priority.

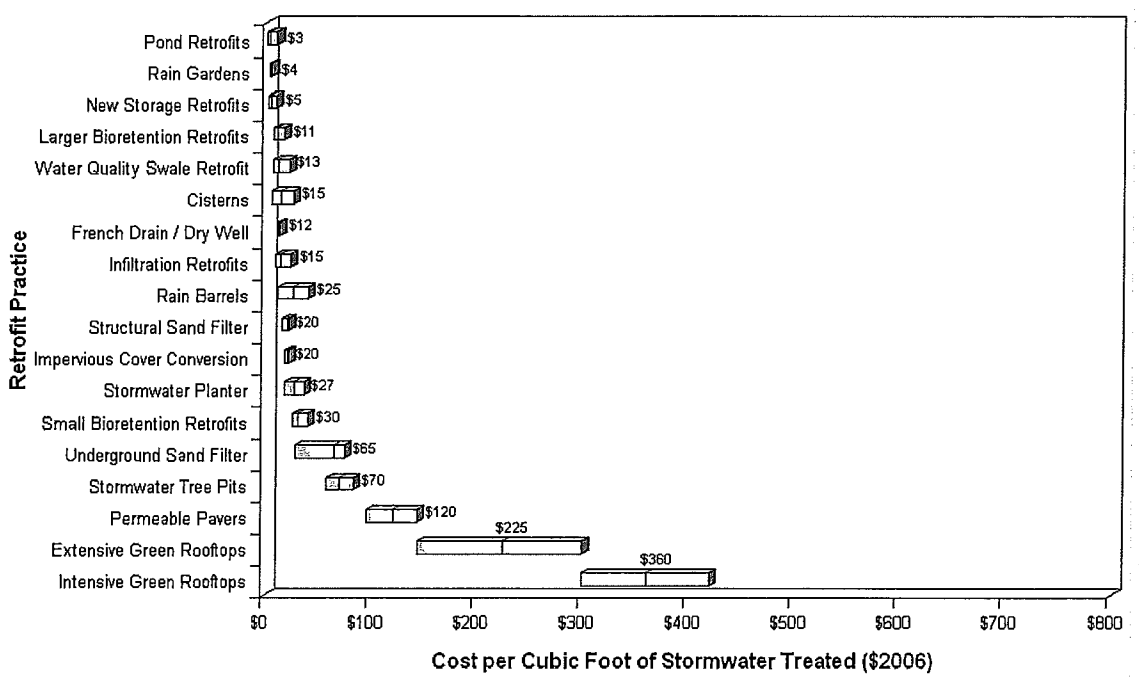
This final step assumes that higher flow rates are associated with more land area and potentially higher velocities resulting in potentially higher pollutant discharges.

5.7 Establishing a Suite of Possible Improvements for a Given Outfall

When it comes to retrofit planning, the retrofit plan becomes a part of the Storm Water Management Plan (SWMP). According to the permit once the plan is adopted it becomes the standard by which audits are weighed. For this reason it is desired to have choices available for consideration at problem areas. It was the intent to give the city some flexibility in implementing the plan.

To assist in this evaluation several references were used. Most notable among the references was information gathered from the Center of Watershed Protection (CWP). In *Manual 3 - Urban Subwatershed Restoration Manual Series Urban Stormwater Retrofit Practices (Manual 3).* Extensive studies have been done in other parts of the country on retrofitting and its effectiveness. Figure 5.7 was taken from Manual 3 and illustrates various treatment methods and the cost effectiveness of that method.

Figure 5.7 Treatment Methods and Cost Effectiveness



Because the city is mostly built-out, solutions were focused primarily on end-of-line treatment. The first step in assigning possible improvements was to use the mapbook of outfalls and look at an aerial view for each outfall. Things considered included:

- Size of the outfall
- Open land near or around the outfall
- Public versus private ownership of the land

Low priority areas (category #1) without open space or land were assigned skimmers or some other minimal effort. Higher priority areas with limited open space were assigned a hydrodynamic separator or other relatively small mechanical or filtered separation. Outfalls with a section of open channel before discharging were assigned improvements made to the channel to provide better filtration or nutrient uptake. Outfalls with an existing detention basin were assigned modifying the outlet to provide water quality protection. Medium and higher priority outfalls with open space were assigned pond retrofits. Pond retrofits could include construction of a new retention/detention basin with water quality structures, constructed wetlands, or other larger holding facility that treats water by providing a place to slow the flow enough to remove pollutants by settlement or skimming.

5.8 Assigning Probable Costs to Each Suite of Solutions

Assigning costs for the retrofit projects was more involved than either piping projects or dip stone repairs/replacements. With a suite of possibilities there are also a wide range of potential costs. For estimating purposes costs were grouped into four basic categories:

1. Skimming and minimal effort
2. Open channel systems
3. Hydrodynamic separators or other mechanical separation
4. Ponds/storage facilities

5.8.1 Skimmers and Minimal Effort

The majority of projects in this category include small diameter pipes coming from very small drainage areas in residential neighborhoods where the exposure is quite low. The type of treatment considered was skimming of floatables using a "Skimmer" or something similar. A $5,000 budget number was used except for a couple of pipes that were a little larger in size. Costs were adjusted depending on pipe size.

5.8.2 Open Channel Systems

These projects considered either installing or improving an existing open channel system with vegetative enhancements to take up nutrients or filter pollutants. Open channel systems also encourage infiltration where soil and water table allow. These include BMPs like swales, green streets, and bioswales. Costs were estimated based on length available and flow rates.

5.8.3 Hydrodynamic Separators or Other Mechanical Separation

These projects were categorized because of a need for treatment, but had minimal land area to complete the treatment in. Typical costs were assigned based on treated flow rates, using costs from previous projects with similar conditions.

5.8.4 Ponds/Storage Facilities

Costs for these projects were estimated using factors like:

- Available space
- Flow rates
- Access to space
- Complexity of location
- Ownership of the property

Bid pricing from recent projects was used as a guide in developing these costs. Costs for ponds includes earthwork, structures, surface treatment and property acquisition if needed.

6 - Capital Improvements Lists and Project Priorities

The Capital Improvements lists have been divided into five categories. The primary reason for using the five separate categories is the complexity in scoring projects in the various categories on an equivalent basis. The five categories include:

1. Carryover projects from the 2010 Master Plan – Capacity Projects
2. Pipeline Condition Projects
3. Dip Stone Projects
4. Water Quality Retrofit Projects
5. Additional Studies

6.1 Carry-Over Projects from the 2010 Master Plan – Capacity Projects

This list includes carry-over projects from the 2010 Master Plan. These projects were all identified in the 2010 Master Plan and have not yet been completed. The "A" and "B" projects are those that showed flooding in the model and flooding issues were confirmed by city personnel. The "C" and "U" projects are those that showed flooding in the model, but regular flooding on the ground was not confirmed. These areas that are likely very near reaching their capacity. The conservative nature of the model identifies these areas as ones to monitor closely.

Table 6.1 – Capacity Project List

Capacity Project List			
Priority Rank	**Location**	**Sum Total Cost**	**2010 Master Plan Project Number**
Projects with Capacity Issues			
1	5 Points, Washington, 4th - 5 Points and 350 to 4th and Washington to Childs and south through park to Wall	$1,641,294.27	A1
2	Meadowbrook, 9th - Wildflower to Washington	$1,608,414.50	A3
3	2nd, Harrison - Monroe to Harrison and 1st to 2nd	$692,914.09	A5
4	Downs - 7th north past Downs Circle and east to detention basin	$274,803.98	B4
5	Burch Creek across Rail Yard	$2.500,000.00	B5
6	21st - Wall west to river past RR Tracks	$4,308,967.49	C1
7	21st, 22nd, and Washington - Grant to Washington and Grant to Washington and 22nd to 23rd	$923,176.25	C2

Capacity Project List			
Priority Rank	**Location**	**Sum Total Cost**	**2010 Master Plan Project Number**
8	Porter, Jefferson, 29th - 28th to 29th and Kershaw to 29th and Porter to Madison	$1,413,658.91	C3
9	Adams and 800 N - 800 N to 700 N and Adams to Jefferson	$532,969.02	C4
10	Washington - 1100 to Larsen	$196,932.17	C5
11	Monroe - Canyon Rd to ""river"" (near Park Blvd)	$790,886.52	C6
12	Madison - ""River"" (near Park Blvd) to 27th	$6,101,324.58	C7
13	25th - Grant to Washington	$464,454.48	C9
14	Harrison - 40th to 46th	$1,016,911.94	U1
15	12th - Wall to Monroe	$2,331,074.30	U2
16	12th - 850 W to Reeves	$2,271,074.30	U3
	Total Cost - Projects with Capacity Issues	**$$24,568,859.30**	

Project 5, Burch Creek across Rail Yard is new to the list. All other "A", "B", "C", and "U" projects were identified in previous master plans but have not yet been addressed. The Burch Creek project includes adding an additional pipe to the trio of pipes that already exist (cost assumes boring under the tracks), improving the inlet conditions both hydraulically and to provide better maintenance access and treating the water before allowing it to discharge into the river. The treatment system recommended includes using "natural" methods to spread the flow, slow the velocities, and disperse energy. For ease of maintenance we recommend a forebay designed to remove sediments and solids before dispersing flows through a wetlands or other natural filtering means. This system has not been modeled. Design flows have not been determined. This project will need more detailed attention before proceeding.

6.2 Pipeline Condition Projects

This list contains projects identified in the condition assessment study as being in various states of disrepair or dysfunction. Each project was given scores in multiple categories. Individual category scores were then combined using weighting factors, giving preference to certain categories. Category scores were then combined into a total score used for prioritization. The process used to evaluate, score and combine these pipelines into projects is described in Section 3 above. Appendix D contains a mapbook showing the pipeline capacity and condition projects, labeling them by priority with 1 being the highest priority. Capacity issues take the top 15 priorities, condition projects start with project 16.

Table 6.2 – Pipeline Condition Projects

Pipeline Condition Projects			
Priority Rank	**Location**	**Final Project Score**	**Sum Total Cost**
16	17th / Parry - Grant to Washington	25.91	$635,098.44
17	26th - Madison to Monroe	24.57	$272,781.50
18	1455 Wall Ave - Wall to 14th	24.50	$113,275.76
19	24th - Madison to Monroe	23.45	$254,882.34
20	26th - Wall to Kiesel	23.39	$562,134.13
21	2nd - Wall to Childs Ave	22.85	$570,147.88
22	2nd - Wall to railroad tracks	22.80	$3,929,127.56
23	24th - Grant to Washington	22.73	$195,988.24
24	15th - Grant to Kiesel	21.85	$60,363.78
25	Canyon Rd @ 1600 E	21.73	$147,762.73
26	27th - Harrison to Foothill	21.28	$1,692,009.53
27	Skyline - Fern to Bobwhite	21.16	$32,883.13
28	24th - South of Wall St viaduct	21.04	$53,140.49
29	Washington - 6th to 9th	19.64	$122,586.81
30	Aztec / Iroquois - Shadow Valley to Navajo	19.40	$123,201.85
31	Harrison - 20th north to golf course	19.17	$285,884.08
32	Washington - 2nd to Harrop	19.12	$91,682.48
33	20th - Grant to Washington	18.93	$83,263.01
34	Washington - North to Dan	18.93	$35,766.27
35	12th - Reeves Ave to 140 W	18.83	$57,682.19
36	Harrison - North of Canyon Rd to south of 16th	18.81	$294,095.84
37	Mountain Rd - Sun View to Canyon Rd	18.77	$393,505.95
38	Monroe - Jackson/Park to 19th	18.63	$58,903.98
39	28th - Grant to Jefferson	18.54	$662,288.30
40	22nd @ Lincoln	18.53	$28,730.80
41	Wall - 25th to 26th	18.50	$300,694.00
42	23rd - Wall to Grant	18.45	$479,312.38
43	Childs - 12th to 11th	18.26	$138,250.95
44	Skyline - 5003 to Aztec	18.17	$47,196.67

Pipeline Condition Projects			
Priority Rank	**Location**	**Final Project Score**	**Sum Total Cost**
45	7th / Grace / Mond - 410 W to Wall	17.97	$304,872.52
46	Grant - 6th to 7th	17.75	$69,808.27
47	Monroe - North St to 1st	17.63	$59,664.48
48	Harrison - Douglas to Henderson – **PART OF THE HARRISON IMPROVEMENTS PROJECT**	17.45	$908,393.81
49	22nd - Harrison to Robins	17.41	$181,607.64
50	Harrison @ 4600 S	17.32	$4,267.69
51	32nd - Tyler to Taylor	16.70	$216,541.19
52	Shoshone - Fillmore to Cherokee Cir & Fillmore / Mohawk - Burton to Arrowhead	16.58	$217,168.18
53	Mountain Rd - Canyon Rd south to river	16.44	$613,126.09
54	Fillmore - 20th to Rushton & 20th - Pierce to 1667	16.43	$182,237.67
55	North St - 185 W to Wall	16.37	$93,557.42
56	Custer - 2150 to 22nd	16.33	$41,891.28
57	Monroe - Deerwalk to Canyon Rd	16.22	$67,400.61
58	7th - Lincoln to Washington	16.15	$341,503.85
59	20th / Tyler - Harrison to Rushton	15.56	$69,359.47
60	25th - Wall to 250 E & Lincoln - 25th to 2550 S	15.27	$186,683.29
61	7th - Washington to Gramercy	15.18	$244,375.27
62	Taylor / 21st / Robins - Rushton to 22nd	14.98	$256,117.53
63	East of Fillmore - 4600 S north to pond near Country Hills Dr	14.05	$88,290.51
64	Monroe @ Harrop	14.00	$5,000.00
65	North St - East of Washington to Jackson / Collins	13.35	$2,631,590.80
66	530 W - 300 N to 500 N (BDO along RR tracks)	13.25	$130,555.42
67	Railroad Tracks - 24th / Pennsylvania to river near 24th / Exchange Rd	13.18	$462,646.47
68	Gibson - 12th to 14th	12.79	$26,008.98
69	Ridgedale - Larkspur to Nightingale	12.75	$15,963.68
70	380 N - Centruy to basin west of Sam Gates	12.17	$49,893.82
71	20th @ Madison	11.84	$13,311.06
72	Ridgedale - 4980 S to Milehigh Cir	11.76	$92,547.51

Pipeline Condition Projects			
Priority Rank	**Location**	**Final Project Score**	**Sum Total Cost**
73	Adams - 6th to 7th	9.50	$35,762.85
	Total Cost - Pipe Condition Assessment Projects		**$19,332,788.42**

6.3 Dip Stone Projects

The process for collecting data, evaluating the data and utilizing the data for the dip stone projects is identified in Section 4 above. The majority of the dip stone projects will involve only work in the immediate vicinity of the intersection. There are a few dip stone projects that include extending pipe from an existing downstream intersection. These projects that include piping outside of the immediate intersection have been highlighted in the project table below. Appendix E contains a mapbook showing the dip stone projects and labeling them by priority with 1 being the highest priority.

Table 6.3 Dip Stone Project Priority List

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
1		$66,000.00	Monroe & 24th
2		$50,400.00	Porter & 13th
3		$66,000.00	Adams & 28th
4		$66,000.00	Jefferson & 16th
5		$40,900.00	Fillmore & Stowe
6		$66,000.00	Madison & 22nd
7	RR	$183,218.44	Harrison / 3rd - 2nd to 3rd and Harrison to Iowa
8		$81,800.00	VanBuren & 28th
9	FF	$270,732.46	28th - Liberty to Quincy
10		$40,900.00	Ogden Ave & 4th
11		$132,000.00	Jefferson & 28th
12		$40,900.00	Adams & 20th
13		$132,000.00	Madison & 24th
14		$81,800.00	Quincy & 24th

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
		$1,318,650.90	**Subtotal top 5% of Dipstone Projects**
15	NN	$125,985.59	Porter /10th - 970 S to 10th and Porter to Jefferson
16		$66,000.00	Taylor & 27th
17		$20,000.00	Jefferson & 17th
18	T	$172,357.10	20th - Madison to Monroe
19		$40,900.00	Eccles & 20th
20	W	$184,825.86	23rd - Madison to Monroe
21		$66,000.00	Grant & 14th
22		$66,000.00	1550 E & 12th
23		$66,000.00	Grant & 18th
24	HH	$556,769.09	29th - Lincoln to Adams
25		$66,000.00	Harrison & 7th
26	L	$192,626.77	23rd / Custer - Tyler to Custer and 23rd to Cahoon
27		$66,000.00	Ogden & 16th
28		$50,400.00	Quincy & Binford
29		$81,800.00	Adams & 22nd
30		$81,800.00	Filmore & 24th
31		$132,000.00	Jefferson & 23rd
32		$81,800.00	Polk & Darling
33		$81,800.00	Jackson & Douglas
34		$81,800.00	Jackson & 28th
35	E	$266,327.95	25th / Taylor - Polk to Taylor and 25th to Lake St
36		$81,800.00	VanBuren & 20th
37	Q	$345,272.14	21st - Jackson to Harrison
38		$40,900.00	Brinker & 20th
39		$40,900.00	Eccles & 24th
40		$81,800.00	Quincy & 27th
41		$50,400.00	Quincy & 20th

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
42		$66,000.00	Ogden Ave & 23rd
43		$81,800.00	Jefferson & 23rd
44	Z	$186,467.69	29th - Madison to Monroe
45		$81,800.00	Quincy & 22nd
46		$20,000.00	VanBuren & Doxey
47	EE	$270,800.68	28th - Jefferson to Liberty
48	OO	$73,727.21	Cross - 550 E to Jefferson
49		$50,400.00	Jefferson & 2nd
50	MM	$139,015.93	Grant / 10th - Cross to 10th and Grant to Kiesel
51		$66,000.00	Adams & 23rd
52	A	$351,066.91	26th - Harrison to Polk
53		$66,000.00	Harrison & 9th
54		$81,800.00	Jackson & 24th
55		$50,400.00	Jefferson & 20th
56		$81,800.00	Jefferson & 5th
57		$66,000.00	Gramercy & 16th
58	QQ	$186,262.47	Jackson - 2nd to Douglas
59		$81,800.00	Hislop & 11th
60	B	$255,195.24	26th / Taylor - Polk to Taylor and 26th to Binford
61		$66,000.00	Ogden & 25th
62		$66,000.00	Quincy & 25th
63	CC	$182,820.16	29th - Monroe to Quincy
64		$66,000.00	Porter & 29th
65		$50,400.00	Jackson & Darling
66	N	$502,939.21	Taylor / 23rd - Polk to Taylor and Swan to Cahoon
67		$81,800.00	Quincy & 23rd
68	X	$345,326.44	Tyler / 28th - 27th to 28th and Tyler to Polk
69		$66,000.00	Jefferson & Canyon
70		$66,000.00	Madison & 29th

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
71	YY	$134,560.97	Fillmore - 27th to 28th
72		$66,000.00	Grant & Cross
73	GG	$199,790.36	27th - Madison to Monroe
74		$66,000.00	Monroe & 26th
75		$66,000.00	Fowler & 16th
76		$81,800.00	Fowler & 28th
77		$40,900.00	Jackson ave & 7th
78		$40,900.00	Simoron & 7th
79		$66,000.00	Harrison & 8th
80		$66,000.00	Madison & 26th
81		$132,000.00	Brinker & 28th
82		$81,800.00	Fillmore & 22nd
83		$81,800.00	Polk & Douglas
84		$81,800.00	Jackson & 27th
85		$81,800.00	VanBuren & 29th
86		$66,000.00	Liberty & 26th
87		$40,900.00	Adams & 2nd
88		$40,900.00	Malan & 28th
89		$81,800.00	Jefferson & 24th
90		$40,900.00	Porter & 2nd
91	K	$247,758.14	23rd / Tyler - Harrison to Tyler and Swan to 23rd
92		$50,400.00	Liberty & Cross
93		$66,000.00	Fowler & 25th
94		$100,800.00	Adams & 27th
95		$66,000.00	Custer & 22nd
96	KK	$437,934.12	Ogden / 16th - 15th to Canyon Rd and Ogden to Jefferson
97		$40,900.00	Adams & 3rd
98		$66,000.00	Pierce & 20th
99		$40,900.00	Eccles & 29th

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
100		$40,900.00	Polk & 7th
101		$81,800.00	Quincy & 21st
102		$81,800.00	Jackson & 23rd
103		$81,800.00	Eccles & 23rd
104		$40,900.00	Orchard & 26th
105		$66,000.00	Kiesel & 17th
106		$132,000.00	Tyler & 22nd
107	C	$255,349.80	25th / Tyler - Harrison to Tyler and 25th to Lake St
108		$66,000.00	Harrison & Harrop
109		$66,000.00	Madison & 25th
110		$132,000.00	Childs & 17th
111		$40,900.00	Ogden & 22nd
112		$66,000.00	Grace & Gwen
113		$100,800.00	VanBuren & 19th
114		$66,000.00	Grant & 17th
115		$20,000.00	Brinker & 16th
116		$81,800.00	Brinker & 29th
117		$81,800.00	Hislop & Sunview
118		$81,800.00	Adams & 4th
119		$66,000.00	Monroe & 1100 N
120		$40,900.00	Peach & Henderson
121	D	$259,874.63	25th and Polk - Tyler to Polk and 25th to Lake St
122		$81,800.00	Fillmore & 26th
123		$81,800.00	Jackson & 29th
124		$50,400.00	Jefferson & 22nd
125		$66,000.00	Jefferson & 29th
126		$81,800.00	Pierce & 23th
127		$81,800.00	Pierce & 22nd
128		$81,800.00	Tyler & Lewis

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
129		$40,900.00	Taylor & 7th
130		$81,800.00	Taylor & 3rd
131		$20,000.00	Washington & Canfield
132	U	$83,869.02	25th - Fowler to Jackson
133	H	$163,858.44	24th / Polk - Custer to Polk and 24th to Capitol
134		$66,000.00	Harrison & Douglas
135		$40,900.00	Madison & 2nd
136		$50,400.00	Jackson & Doxey
137		$40,900.00	Fillmore & 21st
138		$66,000.00	Polk & 22nd
139		$66,000.00	Ogden & Lockwood
140		$81,800.00	Fillmore & 25th
141		$66,000.00	Adams & 26th
142		$81,800.00	Fowler & 29th
143	R	$351,328.60	21st - Harrison to Polk
144		$66,000.00	Jefferson & Kershaw
145		$81,800.00	Jefferson & 4th
146		$40,900.00	Virginia & 28th
147		$66,000.00	Polk & 22nd
148		$81,800.00	Pierce & Rushton
149		$66,000.00	Grace & Ray
150		$66,000.00	Porter & 29th
151		$81,800.00	Marilyn & 28th
152	WW	$378,778.40	9th - Polk/Mountain Rd to Maxfield
153		$40,900.00	Pierce & Swan
154		$132,000.00	Fillmore & 27th
155		$50,400.00	Jefferson & 21st
156		$81,800.00	Fillmore & Binford
157	F	$263,355.56	24th / Tyler - Harrison to Tyler and 24th to Capitol
158		$66,000.00	Tyler & 29th

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
159		$40,900.00	Fillmore & 29th
160	J	$165,716.01	22nd / Taylor - Robins to Taylor and Oak to 22nd
161	P	$505,519.78	Oak - Jackson to Tyler
162		$50,400.00	Quincy & Capitol
163		$132,000.00	Tyler & 27th
164	V	$77,618.81	25th - Jefferson to Orchard
165		$40,900.00	Eccles & 28th
166		$40,900.00	Polk & 6th
167		$81,800.00	Pierce & 26th
168	Y	$170,771.33	Marilyn - Tyler to Polk
169		$81,800.00	Pierce & 21st
170		$40,900.00	Adams & Douglas
171		$66,000.00	Harrison & Hudson
172		$40,900.00	Adams & 3rd
173		$20,000.00	Harrison & Collins
174		$40,900.00	Orchard & 2nd
175	O	$341,053.22	23rd - Taylor to Pierce
176		$132,000.00	Pierce & 27th
177		$81,800.00	Pierce & 25th
178		$81,800.00	Polk & Hiland
179		$40,900.00	Fowler & 27th
180		$40,900.00	Jackson & Sharron
181		$40,900.00	Eccles & 27th
182		$100,800.00	Taylor & Darling
183	M	$258,603.96	23rd / Polk - Custer to Polk and Swan to Cahoon
184		$81,800.00	Adams & 21st
185		$81,800.00	Adams & 21st
186		$40,900.00	Jefferson & 27th
187		$132,000.00	Polk & 27th

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
188		$66,000.00	Gramercy & 800 N
189	II	$71,610.33	Kiesel - 28th to Kershaw
190		$40,900.00	Mountain & Cross
191		$50,400.00	Tyler & Kershaw
192		$40,900.00	Jefferson & 3rd
193	I	$85,413.21	24th / Taylor - Polk to Taylor and Taylor to Capitol
194		$20,000.00	Jackson & Binford
195		$40,000.00	Buchanan & Oak
196		$81,800.00	Polk & 29th
197		$40,900.00	Marilyn & 29th
198		$40,900.00	Fillmore & Capitol
199		$40,900.00	Harrison & Southwell
200		$81,800.00	Polk & 3rd
201		$40,900.00	Simoron & 775 South
202		$40,900.00	Gramercy & 2nd
203	JJ	$208,379.56	27th - Grant to Washington
204		$20,000.00	Polk & Kershaw
205		$81,800.00	Pierce & Binford
206		$81,800.00	Buchanan & 26th
207		$66,000.00	Pingree & 28th
208	PP	$374,244.57	Adams / 8th / Porter - 7th to 8th and Adams to Porter and 8th to Chester
209		$66,000.00	Grant & 9th
210	G	$188,948.72	24th / Custer - Tyler to Custer and 24th to Capitol
211		$20,000.00	Monroe & Darling
212		$66,000.00	Canfield & Lockwood
213		$132,000.00	Monroe & 675 N
214		$132,000.00	Robins & 21st
215		$40,900.00	Malan & 29th
216		$66,000.00	Harrison & 5th

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
217		$40,900.00	Fillmore & Swan
218		$40,900.00	Fillmore & Lake
219		$66,000.00	Monroe & 800 N
220		$66,000.00	Robins & 22nd
221	XX	$166,087.36	Rushton - Taylor to Fillmore
222		$66,000.00	Pingree & 18th
223		$50,400.00	Wheelock & 29th
224		$81,800.00	Polk & Sheridan
225		$81,800.00	Taylor & Douglas
226		$81,800.00	Polk & Lewis
227		$66,000.00	Jackson/Collins & North
228		$40,900.00	Taylor & 29th
229		$20,000.00	Madison & 5th
230		$81,800.00	Pierce & Oak
231		$81,800.00	Tyler & Sheridan
232		$81,800.00	Grant & 13th
233		$132,000.00	Taylor & 21st
234		$40,900.00	Gramercy & 27th
235		$40,900.00	Fillmore & Oak
236	S	$84,724.50	21st - Madison to Liberty
237		$40,000.00	Madison & Kershaw
238		$81,800.00	Fillmore & Cahoon
239		$50,400.00	Tyler & 3rd
240		$40,900.00	Virginia & 29th
241		$66,000.00	Quincy & Rancho
242		$20,000.00	Fillmore & Maule
243		$81,800.00	Pierce & Capitol
244		$40,900.00	Simoron & Hislop
245		$40,900.00	Taylor & Cross
246		$40,900.00	Maxfield & Stowe
247		$66,000.00	Childs & 18th

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
248		$81,800.00	Brinker & 19th
249		$66,000.00	Mountain & Sunview
250		$40,900.00	Porter & Douglas
251		$20,000.00	Buchanan & Lake
252		$50,400.00	Custer & Hiland
253	VV	$369,480.90	9th - Harrison to Polk/Mountain Rd
254		$81,800.00	Robins & Highland
255		$66,000.00	Taylor & Rushton
256		$40,900.00	Jackson & Southwell
257		$40,900.00	Jackson & 9th
258	LL	$77,132.00	15th - Lincoln to Childs
259		$40,900.00	Tyler & Douglas
260		$40,900.00	Tyler & Cook
261		$40,900.00	Pierce & Cahoon
262		$20,000.00	Van Buren & Darling
263		$66,000.00	Porter & 25th
264		$40,900.00	Jefferson & 26th
265		$66,000.00	Collins & North
266		$50,400.00	Wheelock & Maule
267		$50,400.00	Polk & Darling
268	SS	$154,169.19	1st / Iowa - Harrison to Iowa and 1st to Cook
269		$66,000.00	Liberty & 15th
270	AA	$86,147.52	Madison - 29th to Darling
271		$66,000.00	Gramercy & Wood
272	UU	$158,786.26	Collins - North St to Eccles
273		$40,900.00	Eccles & Southwell
274		$40,900.00	Van Buren & Southwell
275		$50,400.00	Van Buren & 9th
276		$66,000.00	Porter & Lockwood
277	TT	$60,462.54	Fowler - Vitt to 1st
278	ZZ	$122,941.55	800 N - Jefferson to 800 N

Dip Stone Project Priority List			
Final Priority Rank	**Pipe Project Letter**	**Project Cost**	**Location**
279		$66,000.00	Childs & 28th
		$25,964,006.70	**Grand Total of Dip Stone Projects**

6.4 Retrofit Projects

This category of projects has two lists. Many of the retrofit projects are located along or near one of the piping projects. It makes sense in those situations to include the retrofit projects as part of the piping project. Other potential retrofit projects are isolated and should be considered on their own.

Table 6.4 Retrofit Priority List – Not Associated with Other Projects

Retrofit Priority List – Not Associated with Other Projects				
Priority Rank	Cost	Treated Flow	Proposed BMP	Location
1	$2,700,000	108.6	Water Quality pond/land purchase/constructed wetlands	20th / behind Walmart
2	-	40.4	TBD with 24th Street interchange	West of 24th street
3	$60,000	22.5	Low flow separator/High Flow quality pond	Parker Dr. / City Limits
4	-	9.3	TBD with 24th Street interchange	West of 24th street
5	-	Unknown	TBD with 24th Street interchange	West of 24th street
6	-	Unknown	TBD with 24th Street interchange	West of 24th street
7	$1,500,000	73.5	low flow bypass separator/outlet structure	Pioneer Road, Marriott-Slaterville
8	$100,000	63.1	open channel improvements	31st St. / Parker Dr.
9	$500,000	40.9	land purchase from Weber County, water pond	28th St. / Rail Road
10	$30,000	24.6	Hydrodynamic separator/small pond	Ogden Nature Center

Retrofit Priority List – Not Associated with Other Projects				
Priority Rank	Cost	Treated Flow	Proposed BMP	Location
11	$360,000	22.6	water quality pond next to Mt. Eyrie Park/constructed wetlands	Washington Blvd. / Lockwood Drive
12	$60,000	19.2	Hydrodynamic separator	ATC
13	$80,000	8.1	Water quality pond/hydrodynamic separator	Washington Blvd. / Larsen Ln. & Canyon View Dr.
14	$50,000	2.6	improve existing channel and basin	Washington Blvd. / 875 North
15	$20,000	Unknown	Hydrodynamic separator	Beus Pond
16	$25,000	Unknown	Hydrodynamic separator	12th Street / Ogden Nature Center
17	$20,000	Unknown	Hydrodynamic separator	Beus Pond
18	$5,000	140.4	Skimmer/Minimal Effort	Harrison Blvd. / Shadow Valley Dr.
19	$10,000	47.7	upstream channel improvements	Jackson Ave. / 800 North
20	$5,000	13.2	Skimmer/Minimal Effort	Harrison Blvd. / Collins Blvd.
21	$5,000	13.1	Skimmer/Minimal Effort	Melody Ln.
22	$5,000	9.2	Skimmer/Minimal Effort	Park Blvd. / Shupes Ln.
23	$5,000	9.0	Skimmer/Minimal Effort	Quincy Ave. / Rancho Blvd.
24	$5,000	8.6	Skimmer/Minimal Effort	Gramercy Ave. / Cross St.
25	$5,000	8.3	Skimmer/Minimal Effort	Liberty Ave. / 13th St.
26	$15,000	7.3	hydrodynamic separator	Monroe Blvd. / 12th St.
27	$5,000	5.4	Skimmer/Minimal Effort	Washington Blvd. / 14th St.
28	$5,000	5.2	Skimmer/Minimal Effort	Park Blvd. / Valley Dr.
29	$25,000	4.6	Basin, water quality pond	Madison Ave. / 425 South
30	$5,000	4.4	Skimmer/Minimal Effort	Adams Ave. / Cross St.
31	$8,000	3.6	Skimmer/Minimal Effort	Glasmann Way / Edgewood Dr.
32	$5,000	3.3	Skimmer/Minimal Effort	Lincoln Ave. / 14th
33	$5,000	3.2	Skimmer/Minimal Effort	Washington Blvd./ 800 North
34	$5,000	2.4	Skimmer/Minimal Effort	Orchard Ave. / 14th St.
35	$5,000	1.4	Skimmer/Minimal Effort	Monroe Blvd. / 41st St.
36	$5,000	Unknown	Skimmer/Minimal Effort	Quincy Ave. / 450 North

Retrofit Priority List – Not Associated with Other Projects				
Priority Rank	Cost	Treated Flow	Proposed BMP	Location
37	$5,000	Unknown	Skimmer/Minimal Effort	Park Blvd. / 17th St.
	$5,748,000			

6.5 Additional Studies

Because of budgetary constraints we were not able to evaluate the entire storm drain collection system. Priorities were placed on larger diameters (18" or larger) and pipes in older parts of the city. Areas where potential projects had previously been identified were excluded from these studies with the rationale that if the existing piping has already been identified to be replaced it was better use of city funds to study pipes that weren't already slated for replacement. In addition to evaluating the condition of existing piping a comparative study was completed of all dip stones north of 30th Street. The existing city database did not identify intersections south of 30th that currently have dip stones, so these were left out of the study. This supplement also includes a retrofit plan consisting of identifying storm drain outfalls, prioritizing outfalls by areas contributing to storm flows and the potential for pollution, and putting together potential BMPs that might be used to address concerns for each type of outfall. Table 6.5 lists recommended studies and associated costs.

Table 6.5 Recommended Studies and Associated Costs

Study/Work to be Done	Est. Quantity	Unit Price	Total Cost	Comments
Survey additional pipes > 18"	873	$61.39	$53,593.47	422 Manholes, inlets or junction boxes have been surveyed
Survey all additional pipes	4,342	$61.39	$266,555.38	This is the estimated cost to survey all units regardless of size
Clean pipe already identified to be cleaned	6,756	$7.31	$49,386.36	This only includes pipes that have been identified as needing to be cleaned
Video remaining pipe > 18"	169,450	$0.52	$88,114.00	115,000 of which was in Ogden City area that didn't get done
Video remaining pipe < 18"	236,657	$0.52	$123,061.64	
Evaluate pipes > 18" from videos	169,450	$0.30	$50,835.00	
Evaluate pipes < 18" from videos	236,657	$0.30	$70,997.10	
Evaluate Remaining Dip Stones south of 30th	200	$147.49	$29,498.00	This is an estimate of the number of dip stones remaining
Total Estimate for Additional Studies			**$732,040.95**	

MEMO

DATE: December 28, 2015

TO: Taylor Nielsen

FROM: Greg Montgomery

RE: Storm Water Master Plan update

Taylor, as I was reviewing the report there are a couple of questions I have that need to be clarified as we process this for the Planning Commission action. Below are the items that would be helpful if you could address:

1. As I understand it, the 2010 plan addressed the capacity issues and identified where we may need additional capacity. This study is looking more at replacement and repair of existing facilities, dip stone concerns and water quality retro fit. Is there anything else I am missing of what the supplement is about?
   a. *No, that is an accurate assessment of the supplement. This was to assess the condition of the existing pipe and move forward with a maintenance and replacement plan.*

2. Page 6 mentions to replace all vitrified clay and CMP pipe regardless of condition. Is there a cost analysis or expected life of the good pipe that leads to this conclusion? How much more pipe replacement is added by removing good pipe at this time?
   a. *This is a two part question which I will try my best to address and go from here. Keep in mind this was in comparison to RCP which has a very long life expectancy. Although this statement became a "blanket" statement, it was based on the observations as described later in the report.*
      i. *The existing vitrified clay and CMP was found to have more issues during the evaluation as indicated in the report:*
         1)"Generally speaking, clay and CMP pipes were found to have a much higher structural rating (higher rating means more structural issues). This condition was so prevalent that we included a new category for material type, giving a higher priority to clay and CMP pipes." – Page 10, item 1. 17th/Parry, Grant to Washington
      ii. *CMP pipe has a life of around 10 years, then it needs to have significant maintenance or be replaced.*
   b. *So in regard to answering the "replacement of good pipe", there is not much good pipe as they have outlived their life expectancy.*

3. Page 6- If the dip stone method to convey water under an intersection is problematic what is the new way to do it? What is the safety benefit of having the water flow across the intersection as a solution? Is there an amount of flow that then creates more of a hazard than the dip stone? (I know that page 39 has some of the criteria but are there other factors?)
   a. *The new way to do it is not always a new way. Some instances require maintenance to continue to convey the water. A majority of the dipstones will be replaced with upcoming storm drain and road improvement projects.*
      i. *One example is the dipstones along Harrison Boulevard from 7th to 2nd Street. The existing dipstones are going to be removed and replaced with conventional inlets to help convey the water in the underground system.*
   b. *Another comes with a street being redesigned and the storm drainage being conveyed in a new direction.*
   c. *Please keep in mind, waterways are also not a great way to convey large amounts of storm water.*
   d. *There will also be future discussion of Low Impact Design (LID), similar to what was used on the Grant Avenue Promenade.*

4. Page 9- Why is the Burch Creek added to the plan? It seems that the stream leaves Ogden at Harrison Blvd and never is within Ogden again. The majority of water contribution into the drainage is outside Ogden boundaries and any work done would be outside Ogden.
   a. *The above statement is accurate. The problem with Burch Creek is Ogden is the official downstream entity of the flooding issues from any rain event.*
   b. *The City has had continuous complaints from business owners over near the mall who have been flooded from these waters. I have a video I can forward you as well showing this problem.*
   c. *There have been meeting with the other Cities trying to get everyone on the same page, but it will take some financial responsibility from Ogden.*

Figure 1 - Burch Creek Flooding Ogden Business

5. Page 9- The C and U categories model potential flooding but there is no history of flooding. What factors create the situation that modeling would say there is flooding but no history? If there has not been history of flooding is the better approach to look at things that could add to the future flow and solve the situation at that point by looking at source input rather than overall system upsizing? Is it easier and less costly to take that approach than change the system design for something that does not happen?
   a. *There are multiple solutions which require some additional follow up. I will use an example.*
      i. *The Sewer Master Plan has indicated there needs to be follow up with the inflow and infiltration plan. If we have current storm water running into the sewer system, then a change could bring all that storm water back to the existing system.*
         1) *Since I have been at the City, we have found multiple storm drain lines which have connected directly to the sanitary sewer.*
      ii. *Modeling of a system can also indicate a larger problem which could determine the storm water should be going here, and gives us a good indication as to where we can start looking for our other storm drain projects.*

b. *Yes, it does make sense to try and conserve some capacity issues with source input. The problem with a built out system, is the solution typically requires buying property, and an elaborate storm drain system which in the long term becomes a maintenance burden (see the detention ponds we have discussed in the past in the north part of Ogden).*

6. Page 12- It seems to me that the 2nd Street from Wall to the tracks (item7) was a relatively recent project that once installed the city already has had to go back and make upgrades because of collapse in the pipe. Is this replacing the areas of collapse for the third time or changing out what did not get fixed the first time repairs were made?
   a. *Yes, this was a recent project, and yes it did need a retrofit. The problem with the project is the initial pipe was CMP (which needs to be replaced after around 10 years). The retrofit placed a slab of concrete on top of the CMP to assist in alleviating the truck traffic loading. But this retrofit only caused more problems on the CMP.*
   b. *Since this is a route with quite a few trucks, it needs to be removed and replaced with a pipe which has the structural stability to withstand the loading.*

7. Page 21- I thought one of the key elements of when the storm pipe was relocated for Wal-Mart was the creation of the pond that treated the water. Did that not take place because I can remember it was a major area of focus when it was relocated? What alterations would need to be done if this did not happen?
   a. *Wal-Mart was originally proposed with a return area in mind but it was never installed. The developer proceeded with a different design which did not include the treatment pond.*
   b. *This treatment area will need to be installed at a future date.*

8. Page 21- What is the Pioneer Road project since it seems to also not be in the city. Does our responsibility take place at what we do at the Nature Center and BDO rather than Pioneer Road?
   a. *The existing storm drain line in 400 West/Pioneer Road extends all the way to the Weber River. This storm drain line was installed back in the late 40's to early 50's. This line is currently a large outfall that services the City, but no other municipalities are allowed to connect to the system.*
   b. *Our responsibility may be in the Nature Center/BDO, but the main extends far beyond the City boundary.*

9. Page 21- Is the Meadow Brook/ Century Drive project the pond area caused by the pipes under the tracks or is it the entire system west of the track crossing also? Would development of the property to the south of the creek near the tracks have the ability to reduce the cost of the project?
   a. *The cost of this project was to install a hydrodynamic separator and some other minor improvements. The development could help, but would not solve all the treatment issues associated with this mainline.*

10. Page 23- The statement is made that the City look at on site retention not just detention. What are the reasons and what would be the standards because it can become a health and land use issue? Are there other means we should be looking at to reduce the storm water flow than just retention?
    a. *Retention in this form can take on many types of lingo. The understanding is the areas will need to look towards new technology to start reducing the amount of storm water which is discharged into the City conveyance system.*
        i. *Low Impact Design (LID) can be a form of retention.*
        ii. *Better design standards also come into play which account for underground storage, swales, etc.*
    b. *I think the better statement of this is:*
        i. *What new technology and design standards can we implement to decrease the amount of storm water discharged to the City mainlines.*

PROPOSED FY2017 BUDGET

OGDEN CITY REDEVELOPMENT AGENCY

DETERMINATION: **Accept for Review and Set Public Hearing for June 7, 2015**

Executive Summary

The Administration will present the FY2017 Redevelopment Agency Budget. The Board will consider setting a public hearing on the Budget for June 7, 2015.

Background

Each year the Mayor, serving as Executive Director of the Redevelopment Agency, presents the RDA Budget at the first meeting in May as required by state law. State law also requires that the annual budget be adopted not later than June 22.

The Redevelopment Agency Board is comprised of all members of the Ogden City Council as Board members. The Chair of the City Council serves as the Chair of the Board.

Proposal

The current proposal is to set a public hearing on the proposed FY2017 RDA Budget, totaling $18,107,900, for June 7, 2015.

A work session will be held May 24, 2015 to review and discuss the proposed FY2017 Budget.

The RDA Budget will be posted on the City's website at www.ogdencity.com. by 10:00 a.m. on May 11, 2016.

Council Staff Contact: Janene Eller-Smith, (801)629-8165

RESOLUTION NO. 2016-12

RESOLUTION OF THE BOARD OF DIRECTORS OF THE OGDEN CITY REDEVELOPMENT AGENCY ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2016-2017 AS REQUIRED BY SECTION 17C-1-601, UTAH CODE ANNOTATED, 1953.

WHEREAS, the Board of Directors of the Ogden City Redevelopment Agency has caused an annual budget to be prepared for the Fiscal Year 2016-2017; and

WHEREAS, it is required by Section 17C-1-601, Utah Code Annotated, 1953, as amended, that each redevelopment agency prepare and adopt an annual budget for each fiscal year; and

WHEREAS, the Ogden City Redevelopment Agency has adhered to appropriate public hearing requirements as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Ogden City Redevelopment Agency that the budget for FY 2016-2017 be approved, adopted and made part of this resolution as Attachment "A" subject to changes set forth in Schedule “A”, which is incorporated herein by reference.

PASSED AND ADOPTED by the Board of Directors of the Ogden City Redevelopment Agency this _____ day of _____, 2016.

_____
Chair

ATTEST:

_____
Tracy Hansen
Ogden City Recorder

APPROVED AS TO FORM: MAB 4/29/16
LEGAL DATE

Municipal Building Authority Meeting
BOARD STAFF REVIEW

Return to Agenda

PROPOSED FY2017 BUDGET

MUNICIPAL BUILDING AUTHORITY

DETERMINATION: **Accept for Review and Set Public Hearing for June 7, 2016**

Executive Summary

The Administration will present the FY2017 Municipal Building Authority Budget. The Board will consider setting a public hearing on the Budget for June 7, 2016.

Background

Each year the Mayor, acting as President of the Municipal Building Authority (MBA), presents the Tentative MBA budget at the first MBA meeting in May as required by state law. State law also requires that the budget be adopted not later than June 22.

The Municipal Building Authority was created as a nonprofit corporation on November 17, 1992 under the authority of the Utah Nonprofit Corporation and Co-operative Association Act and the Utah Municipal Building Authority Act. The purpose of the MBA is to acquire, improve or extend one or more projects and to finance the costs on behalf of the City.

The Governing Board of the MBA is comprised of all members of the Ogden City Council as Trustees. The Chair of the City Council serves as the Chair of the MBA Board.

Proposal

The current proposal is to set a public hearing on the FY2017 MBA budget totaling $550,475 as proposed.

A work session will be held May 24, 2016 to review and discuss the proposed FY2017 MBA Budget.

The MBA Budget will be posted on the City's website at www.ogdencity.com by 9:00 a.m. on May 11, 2016.

Council Staff Contact: Janene Eller-Smith, (801)629-8165

RESOLUTION NO. 2016-1

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OGDEN CITY MUNICIPAL BUILDING AUTHORITY ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2016-2017.

WHEREAS, the Board of Trustees of the Ogden City Municipal Building Authority has caused an annual budget to be prepared for the Fiscal Year 2016-2017; and

WHEREAS, the Ogden City Municipal Building Authority has adhered to appropriate public hearing requirements as required by law; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Ogden City Municipal Building Authority that the budget for FY 2016-2017 be approved, adopted and made part of this resolution as Attachment "A."

PASSED AND ADOPTED by the Board of Trustees of the Ogden City Municipal Building Authority this ___ day of _____, 2016.

_____
Chair

ATTEST:

_____
Tracy Hansen
Ogden City Recorder

APPROVED AS TO FORM: MAB 4/29/16
LEGAL DATE