



Ogden City

City Council

August 16, 2016

City Council Chambers

Municipal Building – Third Floor

2549 Washington Boulevard, Ogden, Utah 84401

3:30 p.m. Joint Work Session

City Council, Redevelopment Agency and Municipal Building Authority
City Council Work Room

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

City Council:

- Art Master Plan Vision;
- FY2017 Art Grants; and
- Council Business.

Redevelopment Agency:

- Board Business.

Municipal Building Authority:

- Board 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. City Council Meeting

Council Chambers

1. Roll Call.
2. Pledge of Allegiance.
3. Moment of Silence.
4. Request to be on the Agenda:
 - a. **Louis Gasper – Pedicab Ordinance Amendment.** Mr. Gasper has requested to be on the agenda to discuss a possible amendment to the City's pedicab ordinance to allow electronic assist mechanisms on pedicabs.
5. Common Consent:
 - a. **Parks and Recreation Advisory Committee.** Consideration of the reappointment of Sara Yearsley to the Parks and Recreation Advisory Committee. *(Approve reappointment)*
 - b. **Ogden Trails Network Committee.** Consideration of the appointments of Shad Burnham, Adam Corliss, Aric Manning, Sunny Hayes, and Kevin Brown and the position changes of Ron Thornburg, Ben Chournos, Mike Joseph, Jerome Berg, David Owen, and Sara Yearsley to the Ogden Trails Network Committee. *(Approve appointments and position changes)*

6. Public Hearings:
 - a. **West 25th Street Vacation.** Proposed Ordinance 2016-47 vacating a portion of the south side of 25th Street between A Avenue and D Avenue and vacating a portion of the north side of 25th Street between B Avenue and D Avenue. *(Adopt/not adopt ordinance – roll call vote)*
7. Reports from the Administration:
 - a. **Capital Improvement Plan Amendments.** Proposed Ordinance 2016-48 amending the FY2017-2021 Capital Improvement Plan by adding or amending three projects. *(Adopt/not adopt ordinance – roll call vote)*
 - b. **Bond Refunding.** Proposed Resolution 2016-21 authorizing an interest rate modification and eliminating the mandatory tender in the Municipal Building Authority of Ogden City, Utah Lease Revenue Refunding Bonds, Series 2006; and related matters. *(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. **Closed Executive Session.** Consideration of adjourning into a Closed Executive Session pursuant to one or more of the provisions of Section 52-4-205(1) of the Open and Public Meetings Law:
 - a. Discussion of the character, professional competence, or physical or mental health of an individual
 - b. Strategy session to discuss collective bargaining
 - c. Strategy session to discuss pending or reasonably imminent litigation
 - d. Strategy session to discuss the purchase, exchange, or lease of real property
 - e. Strategy session to discuss the sale of real property
 - f. Discussion regarding deployment of security personnel, devices, or systems
 - g. Investigative proceedings regarding allegations of criminal misconduct.*(Adjourn/not adjourn into closed session – roll call vote)*
11. Adjournment.

Special Redevelopment Agency Meeting
Council Chambers

1. Roll Call.
2. Approval of Minutes:
 - a. Special Meeting on January 26, 2016 – *Board member Garner*
 - b. Special Meeting on March 22, 2016 – *Board member Hyer*
 - c. Special Meeting on April 19, 2016 – *Board member Lopez*
 - d. Special Meeting on May 3, 2016 – *Board member Stephens*
 - e. Special Meeting on May 24, 2016 – *Board member Nadolski*
3. Reports from the Administration:
 - a. **Synchrony Bank Line of Credit.** Proposed Resolution 2016-15 authorizing the Agency Executive Director to enter into a loan agreement with Synchrony Bank to provide funds for community development projects. *(Adopt/not adopt resolution – roll call vote)*
 - b. **Real Estate Purchase Contract – 742 30th Street.** Proposed Resolution 2016-16 approving and authorizing the Executive Director to execute the terms and conditions of a Real Estate Purchase Contract for property located at 742 East 30th Street. *(Adopt/not adopt resolution – roll call vote)*

4. 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.

5. Comments:
 - a. Executive Director.
 - b. Board Members.
6. Adjournment.

Special Municipal Building Authority Meeting
Council Chambers

1. Roll Call.
2. Reports from the Administration:
 - a. **Bond Refunding.** Proposed Resolution 2016-2 authorizing an interest rate modification and eliminating the mandatory tender for its Lease Revenue Refunding Bonds, Series 2006; and related matters. *(Adopt/not adopt resolution – roll call vote)*

Continuation of Joint 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 12th day of August, 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

Visit the City Council Meetings page at: councilmeetings.ogdencity.com
Ogden City Council Agenda Information Line – 801-629-8159



City Council Work Session COUNCIL STAFF REVIEW

ARTS AND CULTURE MASTER PLAN

PURPOSE OF DISCUSSION:

To create a vision for the Arts and Culture Master Plan

Executive Summary

Ogden City is currently undergoing the process of developing an Arts and Culture Master Plan. This includes identifying and evaluating all existing assets, public outreach and the creation of a vision that will be used to inform and guide future Arts and Culture initiatives.

Background

Ogden City began developing the Arts and Culture Master Plan in April 2015. This Plan is intended to provide a framework for future arts and cultural initiatives in the city and to accomplish two objectives in the City's General Plan:

- Continuing the establishment of a strong leadership role for Ogden City to promote public art; and
- Encouraging the development of a strong local arts community.

Jake McIntire, an independent consultant, has been hired to facilitate this process and work with community members to develop this plan. Efforts have also been made to align this process with the diversity initiative, City branding and other projects currently underway.

Public Outreach

This process has an extensive public outreach component, and the following efforts that have been completed:

- Online survey (*July-August 2015; and November 2015*);
- Public input sessions (*August 20 and August 26, 2015*);
- One-on-one interviews;
- Smaller focus groups; and
- Presentation and request for feedback at Ogden diversity meeting (*May 31, 2016*).

Asset Map

An asset map has been created to capture the various Arts and Culture resources within the Ogden community. The asset map includes a list of local organizations, venues, programs, annual events, architecture,



City Council Work Session

COUNCIL STAFF REVIEW

places, museums and galleries that provide artistic elements. This also identifies and includes public art that is funded by the city.

Current Proposal

The next step of this process is to create a vision that will be incorporated into the Arts and Culture Master Plan. The Council will have dialogue with the Mayor during this work session and create vision language for the Master Plan.

Attachments

1. Administrative Transmittal
2. Overview of Research
3. Arts Master Plan Input Meetings
4. Ogden City Asset Map
5. Master Plan Development Summary

Questions for Administration

1. How will the data from public outreach be incorporated into the Arts and Culture Master Plan?
2. Describe anticipated Council actions related to the adoption of the Master Plan.
3. Describe efforts that have been made to ensure the Master Plan is reflective of our diverse community.
4. What additional public outreach efforts are planned for this?

Memos Prepared By:

Administrative Contact:
Council Staff:

Diane Stern, 801-629-8718

Amy Sue Mabey, 801-629-8629

RECEIVED

JUL 26 2016

**OGDEN CITY
COUNCIL OFFICE**



MEMO

TO: Mark Johnson
FROM: Diane Stern
DATE: July 20, 2016

RE: Information for Master Plan for Arts and Culture to go to City Council

Please find attached the packet of information to go to the City Council in preparation for the August 16, 2016 work session on the Master Plan for Arts and Culture.

Additional background and reference documents can be found on the y drive in a folder called: "Documents for City Council 8-16-16"

Folder includes the documents found here and these additional documents:

- ArtPlace_Packet
- Arts Master Plan Overview Presentation
- Arts Master Plan Presentation for state conference
- Example ArtsMasterPlan santa cruz
- Example Arts_Culture_Culture_Master_Plan_Renton
- Ogden City Ordinance 2016-22
- Ogden City Ordinance 2016-23

Ogden City Council Transmittal

Date: 11 July 2016
To: Ogden City Council
From: Tom Christopoulos, Director, Community & Economic Development
RE: Master Plan for Arts and Culture – update and vision

Staff Contact: Christy McBride

Requested Timeline:

Recommendation: Review progress on Master Plan for Arts and Culture and discuss vision for the plan.

Documents: Why Create a Master Plan; Press Release for Arts Master Plan; Arts Master Plan Progress; Ogden City Master Plan for Arts and Culture; Ogden City Asset Map; Arts Master Plan framework; Arts Master Plan Overview Presentation; Arts Master Plan Presentation for state conference; ArtPlace _Packet; Example: Santa Cruz, CA; Example: Renton, WA; Ogden City Ordinance 2016-22; Ogden City Ordinance 2016-23

Executive Summary

Ogden City Arts staff along with a subcommittee of the Ogden City Arts Advisory Committee, a city steering committee made up of Business Development, City Council Staff and City Arts Staff; Jake McIntire, an independent consultant, and community members have been working to create a Master Plan for Arts and Culture in Ogden. To date we have opened a public survey online, held public input sessions at two locations and independent one on one interviews to fill the cultural gaps identified after synthesizing the public input and survey results to ensure diversity and the most inclusive portrait of Ogden. There have been smaller focus groups to determine goals and strategies to reach those goals. A presentation was made to the diversity committee and their input was requested as well. We have also researched other community's processes in creating their Master Plans for Arts and Culture. We have created an Asset Map for Ogden to identify existing community resources. And we are working toward a road map that will guide creation of the final document. Next steps include the development of a vision statement that reflects the goals and strategies identified, public sessions to determine actions to support the strategies and goals and finally the creation of a physical document that reflects the process and outcomes.

Background

The Ogden City General Plan has as its objectives to “Continue the establishment of a strong leadership role for Ogden City promoting public art that contributes to a healthy, unique and attractive city” (4-9) and “Encourage the development of a strong local arts community” (4-10). Adopting a public arts master plan and then implementing it is an important strategy called for by the general plan.

Ten years ago Ogden City created a master plan for Public Art that outlined projects for the city. The plan was never officially adopted but many of the projects did go forward. As we move into a new phase with Ogden City Arts housed within the city and the city pursuing a new brand it seemed like the right time to update the development and approach to our planning for Arts and Culture in the community. This process and outreach allows the plan to involve various art group interests so the objectives of the general plan can be met in the Master Plan for Arts and Culture.

Proposal

The Administration supports the findings to date from public input and focus group meetings and seeks input in the development of a vision statement to guide the document. A final document will be drafted and presented for input prior to publication.

Fiscal Impact

\$5000 From the Ogden City Arts budget for Independent Consultant (Jake McIntire) to synthesize input gathered and create a final document.

WHY CREATE A MASTER PLAN FOR ARTS AND CULTURE FOR OGDEN CITY?

The purpose of creating a Master Plan for Arts and Culture is to provide a framework and road map to move the arts forward in enhancing the place making, livability, and distinctiveness of the community, of neighborhoods, promoting business and economic development, by enabling public art projects within the community, enhancing education and facilitating the establishment of community assets in various art forms including visual art, public art, performance, festivals and ephemeral art.

In April of 2015 Ogden City charged Ogden City Arts to develop a Master Plan for Arts and Culture to guide the city for the next 10-15 years. Working with an independent consultant, city arts staff, a steering committee and public subcommittees the effort is to create a comprehensive document that will reflect and capture as many of the community's values and needs as possible.

Over many months of meetings and hours of discussion with community members, city representatives, artists and others over a wide range of issues, the assessment was made that our City needs a strong arts presence and that the arts need to play a prominent role in city planning and in education and an active role in enhancing the local economy and creating Ogden as a differentiated environment that encourages the arts.

Public input was the first step toward identifying assets, wants, and needs in the community. It became apparent that the goals we were looking at needed to be based on a set of values rather than a number of projects driven to allow the most flexibility and dynamism in city planning and economic development. The desire to realize the potential for the arts to play a more prominent role in achieving economic stability, education, neighborhood and city planning and development was key to the success of a Master Plan for Arts and Culture.

The methodology used for development of the plan included:

- Formation of a three member working group of City staff and an independent consultant
- Formation of an eleven member steering committee
- Creation of an Asset Map to reflect existing resources
- A public survey to gather information from the community
- Small focus conversations with community leaders to insure representation of the most inclusive sample of the diverse community
- Focus groups to identify and develop four goals and strategies to achieve them
- Additional group meetings to identify actions that would support the strategies and goals
- Meeting with City Council to gather input on creation of a vision that reflected the Goals, Strategies and Actions that had been identified

One of the key findings through the public input sessions was an appreciation for the natural environment we live in, our organic quality of life and a need to create gathering areas for artists to

work and for events that showcase and integrate arts into all aspects of the community. The need to incorporate arts into every facet of everyday life will not only attract the creative work force drawn to the natural beauty and outdoor focus of our community, but also retain them by providing a culturally rich environment available in larger urban areas.

OGDEN CITY ARTS

2015

MASTER PLAN FOR ARTS AND CULTURE OVERVIEW OF RESEARCH

KEY INSIGHTS

- OGDEN HAS A UNIQUE VOICE AND IDENTITY
- MARKETING IS OUR BIGGEST OPPORTUNITY / CHALLENGE
- OUR CITIZENS HAVE GREAT IDEAS - LET'S SUPPORT THEM!
- MUSIC, PERFORMANCE, AND FESTIVALS ARE IN HIGH DEMAND
- ART BRINGS US TOGETHER
- ARTISTS ARE CRAVING A CENTRAL HUB TO GATHER AND WORK
- OGDEN'S DIVERSE COMMUNITIES FEEL UNDER SUPPORTED IN THE ARTS
- THE CREATION OF AN ART'S CORRIDOR IS IN HIGH DEMAND
- ART DEFINES A CITY'S VITALITY
- OGDENITES WANT MORE ART
- S.T.E.A.M EDUCATION IS CRITICAL TO THE FUTURE OF ARTS AND CULTURE IN OGDEN
- THE MIX OF ARTS AND OUTDOOR RECREATION IS A POWERFUL WAY OF STRENGTHENING OUR CITY

OVERVIEW OF PUBLIC SURVEY

OGDEN'S FAVORITE CREATIVE SPACES

MOUNTAINS
NATURE

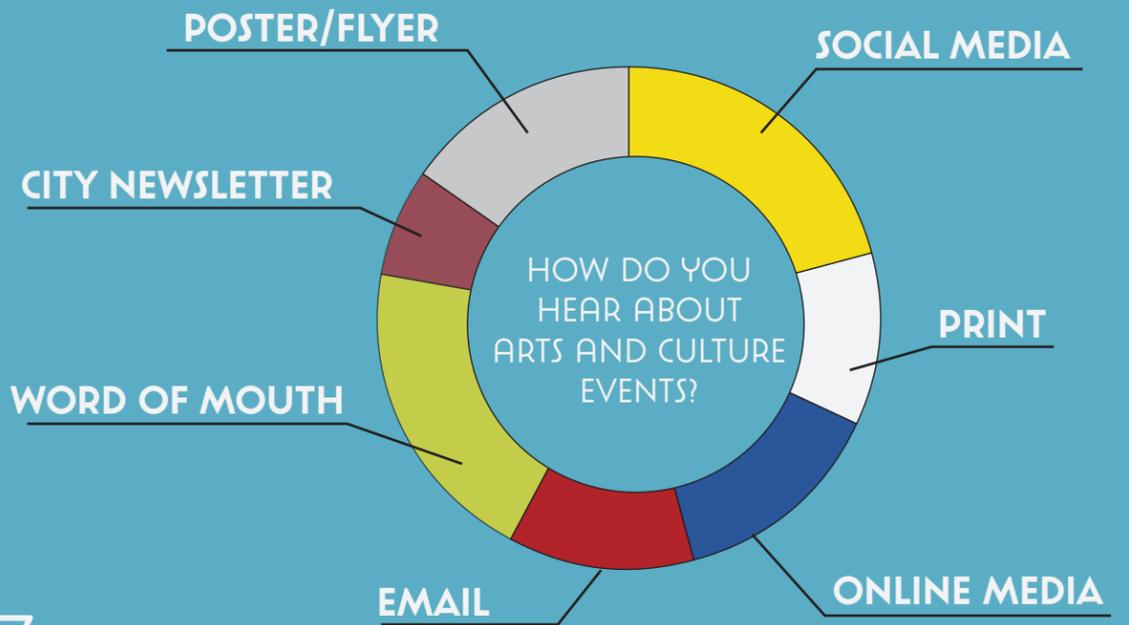
- 25TH STREET
- DOWNTOWN
- WEBER STATE UNIVERSITY
- AMPHITHEATER
- PANDEMONIUM
- GOOD COMPANY THEATRE
- ECCLES ART CENTER
- UNION STATION
- PEERY'S EGYPTIAN THEATRE

98%

OF RESPONDENTS SAID **ART** POSITIVELY IMPACTS THEIR IMPRESSION OF A CITY

99%

OF RESPONDENTS SAID ART EXPERIENCES AND ACTIVITIES ENHANCES K-12 CORE CURRICULUM EDUCATION



WHAT SPACES ARE IDEAL FOR PUBLIC ART IN OGDEN?

- MOUNTAINS**
- THE OUTDOORS**
- 25TH STREET
- DOWNTOWN
- WEBER STATE UNIVERSITY
- AMPHITHEATRE

OGDENITES SUPPORT A DIVERSE RANGE OF CULTURAL EVENTS: DANCE, THEATRE, AND OTHER PERFORMING ARTS RANKED HIGHEST

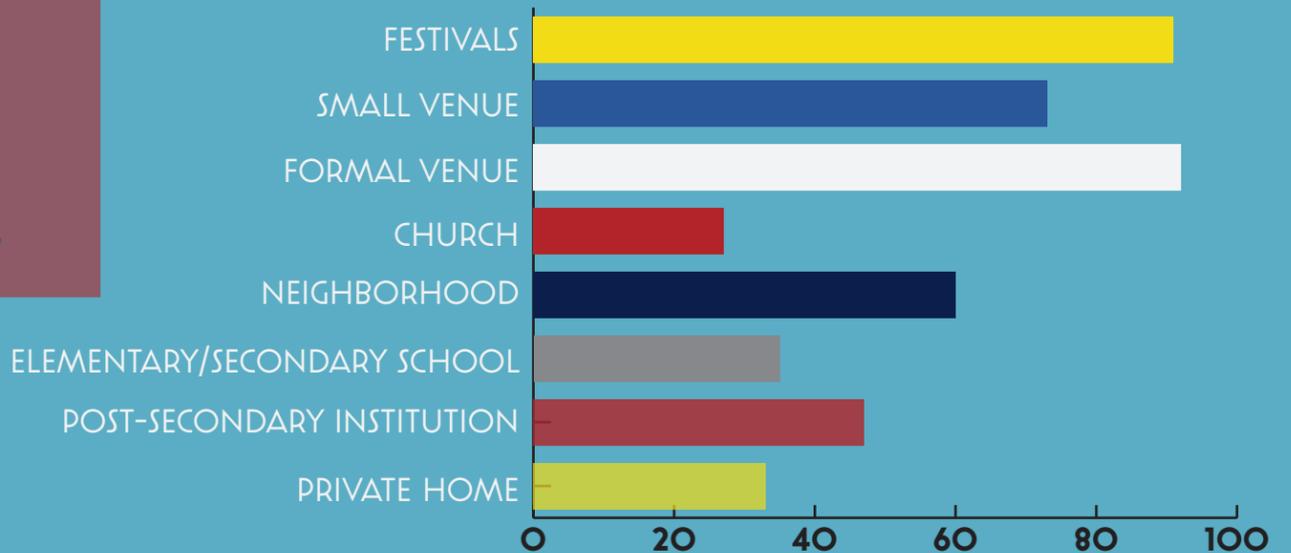
“A CITY WITHOUT ART OR CULTURE IS A CITY WITHOUT A HEART BEAT. WE MUST DO ALL WE CAN TO KEEP THE CITY THRIVING, GROWING, AND INCLUSIVE OF DIFFERENT LIFE STYLES, EXPERIENCES, AND ART EXPRESSIONS.”

WHEN PEOPLE VISIT YOU FROM OUT OF TOWN, WHERE IN OGDEN DO YOU TAKE THEM?

HIGHEST
RESTAURANT
NATURE
FARMERS MARKET
CULTURAL EVENT

LOWEST
SPORTING EVENT
SHOPPING
RODEO
NEIGHBORHOOD EVENT

OF THE CULTURAL EVENTS YOU ATTEND HOW MANY HAVE BEEN PART OF THE FOLLOWING CONTEXTS?



"I'D LOVE TO SEE OGDEN CONTINUE TO FORGE A UNIQUE IDENTITY-- NOT SIMPLY TO DO WHATEVER OTHER CITIES ARE DOING, BUT TO DO UNIQUE THINGS WITH A STRONG SENSE OF PERSONALITY. LET'S RUN WITH THE "ONLY IN OGDEN" IDEA!!"

"OGDEN CAN BE A CULTURAL HUB, BUT WE NEED SUPPORT AND "BUY-IN". HOPE IT HAPPENS. IT'S A UNIQUE TOWN."

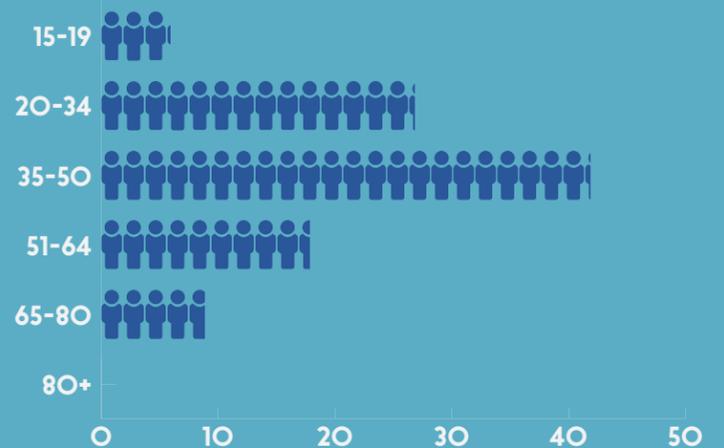
"INCORPORATE A BROADER SPECTRUM OF THE COMMUNITY IN MAKING ART DECISIONS FOR THE CITY. ESPECIALLY SINCE THERE IS USUALLY LOWER REPRESENTATION AND SOMETIMES NON EXISTENCE OF THE MINORITY COMMUNITY."

"I THINK THIS IS A GREAT OPPORTUNITY FOR THE CITY OF OGDEN TO LISTEN TO WHAT THE COMMUNITY HAS TO SAY. THE DEMOGRAPHICS OF THE CITY, THE STATE, AND THE COUNTRY ARE CHANGING AND WE MUST BE READY TO PROVIDE THE NECESSARY TOOLS AS A COMMUNITY AND CITY TO THESE EXPERIENCES AND VOICES THAT HAVE NOT HAD THE OPPORTUNITY TO TAKE CENTERSTAGE. CONGRATULATIONS ON THIS EFFORT. HOPEFULLY, IT WILL BRING ABOUT AN EFFECT POSITIVE CHANGE SO THAT THE CITY IS MORE INCLUSIVE AND INTENTIONAL THROUGH THIS INITIATIVE."

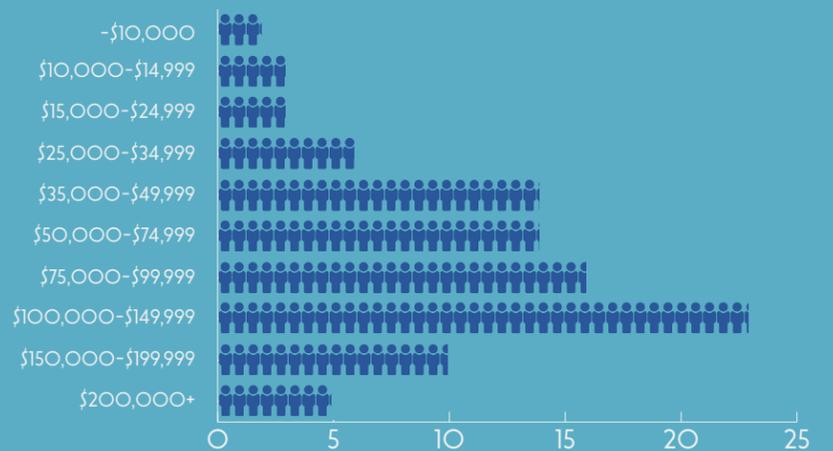
"I WOULD LIKE TO SEE OGDEN ADOPT THEIR OWN ORCHESTRA, BAND, AND JAZZ PROGRAM."

DEMOGRAPHICS OF SURVEY RESPONDENTS

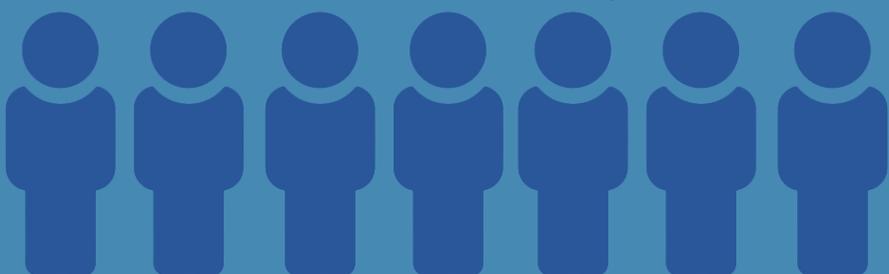
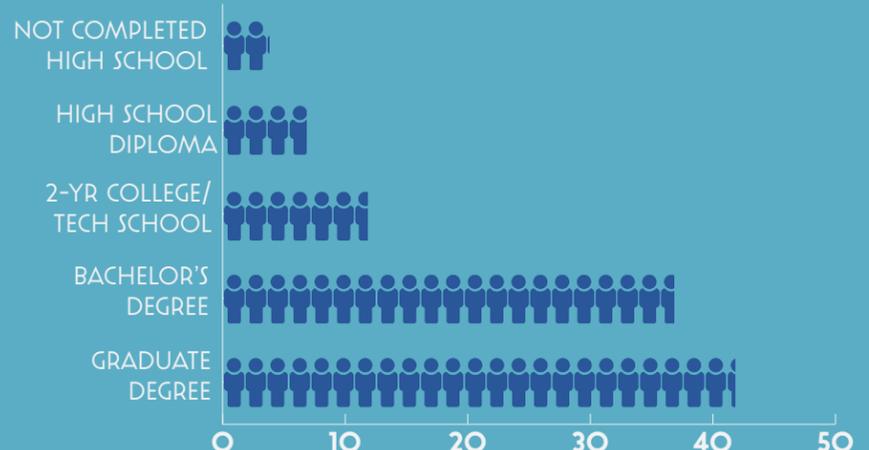
AGE



ANNUAL HOUSEHOLD INCOME



EDUCATION LEVEL





For Immediate Release

June 13, 2016

Contact: Diane Stern

Ph: 801-629-8719

arts@ogdencity.com

Arts Master Plan Input Meetings

Ogden City Arts will be holding four Public Input meetings to finalize the outline for the Master Plan for Arts and Culture. Meetings will be held in a variety of places to accommodate the most participants. Goals have been identified and strategies have also been addressed. The purpose of these meetings is to look at existing assets within the community and discover what we would like to develop.

GOAL: Embed the arts as a key component in economic development and city planning strategies.

- Strategies:
1. Develop a strong vision/budget/framework for arts within the city
 2. Create experiences and destinations throughout the city
 3. Integrate the arts into city marketing and publicity initiatives
 4. Establish arts ambassadors as partners in major city projects
 5. Create a comprehensive list of cultural assets and artist resources
 6. Improve internal and external communication related to the arts

GOAL: Advance the arts as an integral element that celebrates Ogden's diversity and strengthens its unique identity.

- Strategies:
1. Integrate into existing city government processes and planning
 2. Develop private participation and public/private collaborations
 3. Align thematically with city rebranding efforts
 4. Foster the next generation
 5. Welcome the expression of diversity
 6. Money. Incoming and outgoing – determine and develop resources

GOAL: Create an environment where artists can thrive

- Strategies:
1. Encourage private partnerships
 2. Communication and marketing efforts related to the arts and arts related projects
 3. Identify/develop physical spaces for artists and their work
 4. Support and encourage a wider variety of art within downtown
 5. Facilitate opportunities for art and public to bump into one another
 6. Develop an artist conservancy model

GOAL: Weave the arts into the daily Ogden experience

- Strategies:
1. Integrate flexibility into the plan
 2. Relationship building with artists
 3. Open/broaden accessibility
 4. Physical infrastructure and gathering places
 5. Increase education at many levels



6. Empowerment

Ogden City Asset Map

Organizations

Ogden Symphony Ballet Association (OSBA)	638 26 th Street
Weber State University (WSU)	3848 Harrison Blvd.
Ogden City	2549 Washington Blvd.
Ogden Nature Center	966 W. 12 th Street
Eccles Community Art Center	2580 Jefferson Avenue
Nurture the Creative Mind	2501 Wall Avenue
Good Company Theater	260 25 th Street
Imagine Ballet Theater	2432 Washington Blvd.
Chamber Orchestra Ogden	
Ogden Friends of Acoustic Music (OFOAM)	4150 E 5950 N
Treehouse Children's Museum	347 E 22 nd Street
Palette Club	2484 Washington Blvd.

Venues

Browning Center for the Performing Arts	3950 West Campus Drive
Austad Auditorium - proscenium – full fly 1700 seats	
Allred Theater - proscenium – full fly 327 seats	
Eccles Theater - black box – flexible seating up to 230	
Dee Events Center – stadium	4444 Event Center Drive
Ogden Amphitheater	343 25 th Street
Browning Theater (Union Station)	2501 Wall Ave
Good Company Theater	260 25 th Street
Art House Cinema	158 25 th Street
Ogden Nature Center	966 W. 12 th Street
Ogden High School Auditorium	2828 Harrison Blvd.

Programs

Weber State University 3950 West Campus Drive
Fabulous Fridays
Art in the Parks
School assemblies (bussed in)
Moving Company (dance performance and outreach)
Beverly Taylor Sorenson program
WSU Strings Project

Annual Events

Bonneville Chamber Music Festival	March
Ogden Nature Center	
Summer concerts	June and August
Birdhouse contest and exhibit	April
Garden Tour	July
Earth Day	April
Creatures of the Night	October
Ogden City	
Amphitheater – summer	
Tunes at Noon	Wednesday noon
Monday night movies	Monday dusk
Ogden Twilight concerts	Thursdays in June
Wednesday night concerts	Wednesdays
Farmer’s Market	Saturdays late June - September
Harvest Moon Festival	
First Friday Art Stroll	First Friday of every month year round
Ogden Pride Festival	Early August
Ogden Arts Festival	343 25 th Street - June
OFOAM (Ogden Friends of Acoustic Music)	

US Post Office and Courthouse	289 W. 24 th Street
Smyth House	645 25 th Street
Becker House	2408 Van Buren
Ogden LDS Temple	350 S 22 nd Street
Congregation Brith Sholem	2750 Grant Avenue

Places

Municipal Gardens	343 25 th Street
Ogden Botanical Gardens	1750 Monroe Avenue
Ogden City Cemetery	1875 Monroe Avenue
Fort Buenaventura	2450 A Avenue
Oasis community Garden	2445 Monroe Avenue

Museums

Union Station	2501 Wall Avenue
Browning Firearms Museum	
Utah State Railroad Museum	
Browning Kimball Car Museum	
Treehouse Children’s Museum	347 E. 22 nd Street
Hill Aerospace Museum	7961 Wardleigh Road
Eccles Dinosaur Park and Museum	1544 East Park Boulevard
Daughters of the Utah Pioneers Museum and Miles Goodyear Cabin	2148 Grant Avenue
Ott Planetarium and Natural History Museum	1551 Edvalson Street (WSU campus)

Galleries

Galleries at Union Station	2501 Wall Avenue
Gallery at the Station	
Myra Powell Gallery	
Nurture the Creative Mind	

Galleries on Historic 25th Street

Bella Muse Gallery	101 25 th Street
Cara Koolmees	256 25 th Street
Gallery 25	268 25 th Street
Pandemonium Gallery	155 25 th Street
Arrowsmith Gallery	115 25 th Street

Weber State University

Mary Elizabeth Dee Shaw Gallery	3964 West Campus Drive
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Neighborhood Galleries

Gallery at Ogden Arts	2484 Washington Blvd
Imagine Ballet Theater	2432 Washington Blvd
Infinite Tattoo and Gallery	2242 Washington Blvd
Eccles Community Arts Center and Carriage House	2580 Jefferson Avenue
Jeffrey Favero Photography	3586 Brinker Ave. Suite 130

City funded Public Art

Name	Artist	Location
Playtime	Michael Zapponi	Jefferson Park, 28th Street & Jefferson Avenue
Skate park sculpture	James MacBeth	Lorin Farr Park
Stone fountain	Neil Hadlock	Public Works Building, 29th & Wall Ave
Four Seasons in Ogden	Dayton Claudio	Ogden Amphitheater
Continuum In Transit	Frank Nackos	Intermodal Transit Center, 24th & Wall Ave.
Autumn in Ogden	Reed Loveland	Justice Court lobby
Waterscape / Reflections	Tom Szalay	Justice Court lobby
Landmarks at Night	Zachary Williams	Justice Court lobby
New Heights	Peter Fillerup	Junction Plaza
River of Light	Leonard Grassli	Junction Plaza
Untitled	Rafe Ropek	FrontRunner Station Platform
Amphitheater Sunshade	N/A	Amphitheater
Adventure's Crossroads	Jonnie Parker Hartman	Ogden Welcome Center

Water Cycle	Andy Dufford	High Adventure Park, about 1900 Grant Ave
High Adventure Mural	Sherry Ferrin	23rd Street & Washington Blvd.
Emergence	Doug Braithwaite	Municipal Building
Glide, Soar, Fly	Jonnie Parker Hartman	Junction Plaza (between restaurants)
Mural at Airport	Sherry & Josh Ferrin	Airport

Other Public Art

Murals

Building the Transcontinental railroad	Union Station Lobby
Cowboy mural	Berthana Bldg. 325 E 24 th St
Local Artist panels	Lorin Farr Park, South Wall
Ogden River Parkway tunnel	Ogden Municipal Gardens on parkway
Climber	Junction Parking structure at 23 rd & Grant Ave
Bluff Trail Mural	Washington Blvd & 20 th Street
Ogden highlights mural	25 th St. & Adams Ave

Sculpture

Peter Skeene Ogden statue	City Center Building 25 th & Washington Blvd
Skiers sculpture	Weber County Bldg, 24 th & Washington Blvd
Sports frieze	30 th Street underpass of I15
Adventure Benches, Windscreens and Handrails	Frontrunner station 2350 Wall Ave

OGDEN CITY MASTER PLAN FOR ARTS AND CULTURE



PUBLIC ENGAGEMENT UP UNTIL NOW

- **Public Input Session I**

Date: Aug 20, 2015

Location: Corporate Alliance

- **Public Input Session II**

Date: Aug 26, 2016

Location: St Joseph's High School

- **Public Input Survey Round I**

Dates Available: July 16, 2015 – Aug 31, 2015

- **Public Input Survey Round II**

Dates Available: November 9, 2015 – November 30, 2015

- **1:1 Conversations with community representatives**

Multiple Dates and Multiple Locations - 7 meetings total

- **Vision Session with Arts Advisory Committee**

Date: Dec 7, 2015

- **Goals Session with Arts Advisory Committee**

Date: Jan 20, 2016

- **Brief presentation to City Council**

Feb 2, 2016

- **Strategies Session I**

Date: Mar 25, 2016

- **Strategies Session II**

Date: Mar 21, 2016

- **Strategies Session III**

Date: Mar 30, 2016

- **Strategies Session IV**

Date: Mar 22, 2016

GOALS

Embed the arts as a key component in economic development and city planning strategies.

Advance the arts as an integral element that celebrates Ogden's diversity and strengthens its unique identity.

Create an environment where artists can thrive.

Weave the arts into the daily Ogden experience.



STRATEGIES

Develop a strong vision/budget/framework for Arts within the city

Integrate into existing Government processes

Encourage private partnership

Integrate flexibility into the plan

Create experiences and destinations throughout the city

Develop Private Participation (and public/private collaborations)

communication and marketing efforts related to the arts.

Relationship Building with Artists

Integrate the arts into city marketing and publicity initiatives

Align thematically with rebranding efforts

Identify/develop physical spaces for artists and their work

Open/Broaden Accessibility

Arts ambassador as a partner in major City projects.

Foster the next generation

Support and encourage a wider variety of art within downtown

Physical Infrastructure and Gathering Places

Create comprehensive list of assets and resources

Welcome the expression of diversity

More opportunities for art and the public to bump into one another.

Increase education inside and outside of school (all ages)

Improve internal and external communication related to the arts

Increase money incoming and outgoing

Develop an Artist Conservancy Model

Empowerment



ACTIONS

[Empty action box]

[Empty action box]

[Empty action box]

[Empty action box]

WAYS YOU CAN HELP

- Ideas and input about why/how the arts are important to the organizations and citizens you represent. What can be done to make it better?
- Input on specific actions that help fulfill the goals and strategies developed so far. There will be open invitation meetings scheduled soon to begin talking about this, please let us know if you'd like to join.
- Suggestions of artists, resources, or assets we should be including in our lists.
- Ideas and input about how we can better connect with the organizations and citizens you represent.
- Any/all general feedback is welcome! Nothing presented here is finalized. It's all open for input.

JAKE MCINTIRE : 801-791-0186 , JAKE@UNIONOGDEN.COM

DIANE STERN : 801-629-8718 , DIANESTERN@OGDENCITY.COM



City Council Work Session COUNCIL STAFF REVIEW

FISCAL YEAR 2017 ARTS GRANTS RECOMMENDATIONS

PURPOSE OF DISCUSSION:

To discuss recommendations to fund Ogden City arts grants

Executive Summary

Each year, the Ogden City Council appropriates grant funding to various local arts entities and programs. The Ogden Arts Advisory Committee and Administration review each application and provide recommendations to the Council. The FY2017 budget includes \$70,000 for arts grants.

Background

In 1998, the Council first allocated funds to provide grants to arts groups and organizations in the City. The Ogden Arts Advisory Committee was charged with the responsibility of administering the granting process and developing the criteria for awarding the grants.

In March of 2003, because of changes to State law and the outcome of a Utah Supreme Court case, the City Council adopted a resolution that established the process for awarding grants for the arts. The process establishes the requirements to satisfy State law for providing municipal grants to nonprofit organizations. It requires that the Council hold a public hearing prior to awarding the grants.

In recent years the City Council has appropriated money for the purpose of supporting the arts in Ogden by providing grants to arts organizations. The Budget Guideline with respect to the arts grants is shown below:

Arts. The City Council supports the arts through grants. The Ogden Arts Advisory Committee receives and reviews written proposals, recommends the distribution of funds, and follows up on how these funds were used. Recipients of the grants are encouraged to have matching funds from other sources, e.g. Utah Arts Council.

Section 10-8-2 of the Utah State law and case law require a more rigorous review and approval process before the City can give grants to nonprofit organizations. The process requires that the City do a study that meets the requirements set out in State law before the grants are awarded. The study from the Ogden Arts is attached.



City Council Work Session

COUNCIL STAFF REVIEW

Process for Awarding Arts Grants

- City Council approves an amount with the budget to be used as grant money for arts in the City.
- An application process is completed during which applicants submit requests for grant money from the City.
- The Arts Committee in conjunction with the Administration formulates recommendations outlining which applicants the Arts Committee feels should receive grant money and in what amounts. The recommendations are accompanied by a study detailing the findings for the recommendations as per state law.
- During a work session, the City Council reviews the recommendations for grant awards from the Administration. The Committee's study accompanies the Administration's recommendations.
- The City Council sets a public hearing date. A minimum 14-day notice of the hearing is required.
- The City Council holds a public hearing and adopts a resolution approving the awards for the specific organizations.
- Agreements between the City and the grantee are developed and signed.
- The Ogden Arts staff monitors and follows up on each grant.

Current Proposal

The Administration, along with the Ogden City Arts Advisory Committee, has submitted its recommendations for arts grants. The recommendations include summaries and analysis from the Committee that satisfy State law regarding the study required.

There were twenty (20) applications this year, and the Administration is recommending that all of these organizations receive funding at some level. The amounts requested and recommended by both the Arts Committee and the Administration are summarized below.



City Council Work Session COUNCIL STAFF REVIEW

Category	FY2017 Requested	FY2017 Recommended	FY2016 Funding Received
General Support:			
Eccles Community Art Center	\$15,000	\$7,333	\$7,000
Treehouse Children's Museum	\$15,000	\$6,333	\$12,000
WSU Shaw Gallery	\$15,000	\$5,333	\$0
Ogden Friends of Acoustic Music	\$20,000	\$6,333	\$16,860
Chamber Orchestra Ogden	\$5,000	\$4,333	\$4,000
Ogden Symphony Ballet Association	\$5,000	\$3,333	\$5,000
WSU Strings Project	\$4,050	\$1,233	\$2,640
Imagine Ballet Theater	\$5,000	\$3,333	\$0
Project Support:			
Ogden Nature Center – Birdhouses	\$3,000	\$2,334	\$2,000
Ogden Nature Center – Earth Day	\$3,000	\$2,334	\$2,000
Historic 25 th – Farmer's Market	\$2,000	\$2,000	\$0
Nurture the Creative Mind – Arts Festival	\$4,000	\$4,000	\$0
Good Company Theatre – "Pirated"	\$11,000	\$9,334	\$0
Weber Morgan Health Department	\$1,725	\$1,725	\$500
Ogden School Foundation	\$2,000	\$1,833	\$0
Ogden Inspired	\$2,000	\$1,833	\$0
Traces of the West	\$875	\$875	\$0
Suzanne Storer	\$5,000	\$3,334	\$0
St. Anne's Center – Lantern House	\$2,000	\$1,834	\$0
Ogden Opera Guild	\$1,000	\$1,000	\$1,000
Good Company Theatre – "High Hopes"	\$0	\$0	\$7,000
Totals	\$121,650	\$70,000	\$60,000

The proposed award amounts are further detailed in the study submitted to the Council by Ogden Arts. The grants are a combination of general support and project support. A summary of each proposal is included in the Council packet.



City Council Work Session COUNCIL STAFF REVIEW

FY2017 Review Process and Applicants

The process for reviewing the FY17 applicants consisted of an arts subcommittee, including a Council staff representative, who provided initial review and ranking of the applicants.

These rankings were forwarded to the Arts Advisory Committee and ultimately forwarded to the Mayor for final review. These have now been provided to the Council for final consideration. In this year's applicant pool, there were six more applicants than last year. Because of the large increase in applications only four were recommended to receive full funding.

General vs. Project Support

The Ogden City Arts Ordinance (§3-16-5) outlines the totals that should be recommended for both General Support and Project Support grants. The ordinance calls for up to 40% of the grant funding to go to General Support leaving the remaining 60% for Project Support.

Ogden City Municipal Code §3-16-5, B-3

“Subject to city council approval, up to forty percent (40%) of appropriated funding may be allocated to general support grants for ongoing community organizations.”

With this year's allocation of \$70,000, the General Support category would allow up to \$28,000 in grant awards with the Project Support category taking the remaining \$42,000. The reason for this is that the City believes that these grants should be more focused on developing arts projects and programs rather than maintaining or supplementing arts organizations for a long period of time.

In this year's recommendations, the total proposed for General Support is \$37,564. This is 54% of the total funding. The Project Support total is \$32,436, or 46% of the total. There was \$46,450 more funding requested in General Support than in Projects Support, and all of the applications in Projects Support are at or near full funding. The ordinance does allow the Council to approve more than 40% of funding in the General Support category; however, the Council should be aware of this when considering the recommendations.



City Council Work Session COUNCIL STAFF REVIEW

Council Options

- a) Increase funding in Project Support to \$37,600 or 54% (the maximum level to meet the grant requests in Project Support) and reduce \$5,164 in General Support to fund this increase;
- b) Reduce the grant allocation in the General Support category to meet the recommended ratio in the ordinance;
- c) Increase funding in Project Support and carry over funds to the FY18 budget for additional allocation;
- d) Reduce or change the award amounts for any other organization; and/or
- e) Make no changes to existing recommendations.

Attachments

1. Administrative Transmittal
2. Resolution
3. Ogden City Arts Grants Analysis and Report: FY 2017
4. Ogden City Arts Grant Review Results 2016-17
5. City of Ogden Arts Grant History
6. Grant Application Guidelines

Questions for Administration

1. Please describe efforts made for community art groups to become more aware of the City's arts grants program.
2. What efforts are underway to secure more applications for the Project Support category?

Memos Prepared By:	Administrative Contact:	Christy McBride, 801-629-8547
	Council Staff:	Amy Sue Mabey, 801-629-8629

Ogden City Council Transmittal

RECEIVED

JUL 11 2016

OGDEN CITY
COUNCIL OFFICE

Date: * Amended* July 6, 2016
To: Ogden City Council
From: Tom Christopoulos, Director, Community & Economic Development
RE: Arts Grants/Public Hearing

Staff Contact: Christy McBride
Requested Timeline:
Recommendation: Approve Arts Advisory Committee and Community Economic Development recommendations for Ogden City Arts grant program
Documents: Ogden City Arts Grants recommendations, Grant Analysis and Report, Proposed Resolution, Arts Advisory Committee review results

Executive Summary

The Ogden City Advisory Committee has conducted the arts grant process including advertising to recruit applicants and reviewing and grading the applications. Ogden City Staff assembled a grant review subcommittee in accordance with Ordinance No. 2015-41 and formed a grading system for the grading system for the subcommittee in compliance with the Arts Advisory Committee Ordinance allowing each grant application to be measured equally using the grant criteria. The individual scores for each grant were combined then averaged to determine a final overall score for each application. Those scores were used to rank the grants in both the General Support and Project Support categories. The review subcommittee included four members of the Arts Advisory Committee, a representative from City Council staff and representative for Community and Economic Development. The committee's recommendations for disbursement are attached. All of the applications were recommended for funding though few received the requested amount.

The Administration recommends that the City Council approve funding based on the grant review committee's recommendations.

Background

For FY17 \$70,000* was allocated for arts grants. The City Council's role in the grant process is to make a determination that the value of the tangible and intangible public benefits that will result from the proposed grants equal or exceed the monetary value of the grants. The council's determination of value is presumptively correct: "[a] determination of value received, made by the [City Council], shall be presumed valid unless it can be shown that the determination was arbitrary, capricious, or illegal." Utah Code Ann. §10-8-2-(3)(b).

An additional \$5,000 was included in the city budget for arts grants and this revision reflects an even distribution to grantees who did not receive a recommendation for full funding in the original review process

Proposal

The Administration supports the recommendations of the Grant Review Subcommittee and recommends that the City Council fund these grants to promote the public good of Ogden City based on the information presented below.

RESOLUTION NO.

A RESOLUTION OF THE OGDEN CITY COUNCIL AWARDING ARTS GRANTS FOR FY2016-17 AND SETTING FORTH FINDINGS PURSUANT TO UTAH CODE ANNOTATED § 10-8-2 (2002).

WHEREAS, the Ogden City Council in its FY2017 Budget set aside \$70,000 in the Non-Departmental budget to support arts groups and provide additional opportunities to encourage arts development within Ogden;

WHEREAS, on September 1, 2015, the Ogden City Council Adopted Ordinance 2015-41, set forth in Ogden Municipal Code § 3-16-5, establishing criteria for determination of arts grants consistent with Utah Code Ann. §10-8-2 (2002);

WHEREAS, pursuant to Ogden Municipal Code § 3-16-5, the Ogden City arts advisory committee submitted a written study of findings and recommendations to the Ogden City Council for FY 2016-17 arts grants recipients;

WHEREAS, a public hearing was held by the Ogden City Council to determine whether to award arts grants as recommended;

NOW, THEREFORE, the Council of Ogden City hereby finds and resolves, as follows:

- A. Arts Development as a Public Purpose:** The City Council finds that support and promotion of opportunities for arts development within Ogden City constitutes a substantial public purpose of Ogden City which enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden. The promotion of arts development in Ogden City creates tangible and intangible value to Ogden City, and is a proper criteria upon which to base determination of grants pursuant to Utah Code Ann. §10-8-2(3)(2002) (as amended).
- B. Proposed Arts Grant Recipients Promote Public Purpose.** The City Council finds that the proposed uses of arts grant funds by the arts grant recipient's identified herein would substantially support and promote opportunities for arts development within Ogden City and will thus further substantial public purposes of Ogden City as set forth above.
- C. Determination of Value Received.** The City Council finds and determines that the tangible and intangible value received by Ogden City and its citizens as a result of the arts programs carried on by the arts grant recipients and made possible by Ogden City arts grant funds, equals or exceeds the monetary value of the respective arts grants to be awarded.
- D. Arts Grant Recipients.** Based on the foregoing, the City Council hereby resolves to award arts grants to the following nonprofit organizations, in the amounts specified.

General Support

Eccles Community Art Center	\$7,333
Treehouse Children’s Museum	\$6,333
WSU Shaw Gallery	\$5,333
Ogden Friends of Acoustic Music	\$6,333
Chamber Orchestra Ogden	\$4,333
Ogden Symphony Ballet Association	\$3,333
WSU Strings Project	\$1,233
Imagine Ballet Theater	\$3,333

Project Support

Ogden Nature Center – Birdhouses	\$2,334
Ogden Nature Center - Earth Day	\$2,334
Historic 25 th Street – Farmer’s Market	\$2,000
Nurture the Creative Mind – Art Festival	\$4,000
Good Company Theatre	\$9,334
Weber Morgan Health Department	\$1,725
Ogden School Foundation	\$1,833
Ogden Inspired – Kase Johnstun	\$1,833
Traces of the West	\$ 875
Suzanne Storer	\$3,334
St. Anne’s Center/Lantern House	\$1,834
Ogden Opera Guild	<u>\$1,000</u>

Total **\$70,000**

E. Limitation on Use of Arts Grant Funds. Award and usage of arts grant funds are conditioned upon and limited to usage for programs and purposes as previously identified in recipients’ arts grant applications and consistent with rules and regulations promulgated by the Ogden City arts advisory committee. Recipients may be placed under contract to use the arts grant funds for the specified purposes for which the grant was awarded.

APPROVED AND ADOPTED this ____ day of _____, 2016.

CHAIR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM MAB 7/6/16
LEGAL DATE

Ogden City Arts Ogden City Arts Grants Analysis and Report: FY 2017

May 1, 2016

Pursuant to Ogden City Resolution # 2003-14 in support of UT Code Ann §10-8-2 (2002), the Ogden City Arts Advisory Committee (OCAAC) has reviewed twenty arts grant applications from Ogden based arts and cultural organizations requesting funding from Ogden City for FY 2017.

In the interest of proper stewardship, a grant subcommittee comprised of 4 OCAAC members, a representative from City Council Staff and a representative designated from Community and Business Development was convened to consider and determine recommendations per the Arts Committee ordinance. (3-16-5)

Each member of the subcommittee reviewed every application and was asked to base their recommendation for funding on specific criteria included in the grant application guidelines and in the state regulation Ann. 10:8:2(e). These criteria govern the proper disbursement of funds by municipalities to locally based non-profit organizations for general support and to arts organizations and artists for specific projects. The subcommittee rated the merits of each grant application and determined from that information the level of funding to recommend. At the regular meeting of the full committee the subcommittee's recommendations were ratified.

Following this study is the synthesis of the findings from the Grant Review Subcommittee describing how each grant applicant fulfills the required city and state criteria, and stating the recommended levels of funding for each organization and project. Ogden City Arts Advisory Committee members have determined that all twenty grant applicants for FY 2017 fulfill the necessary criteria and merit municipal funding by providing much needed arts enrichment programs to diverse segments of our community, and by promoting arts related educational and developmental opportunities for the residents of Ogden and for its visitors.

The members of the Ogden City Arts Advisory Committee are grateful to live in a community where its City Administration and City Council recognize that supporting the arts means business. Rather than a "charity to be supported" contributing to the arts is an investment in a vibrant, healthy economy. Additionally, the arts connect us to each other and add richness to our lives. Continued and, in fact, increased municipal support ensures that vital arts programming is allowed to grow and nurture another generation of Ogden citizens. We recognize that nationally many valuable arts organizations fail to thrive without community and governmental support. These eleven recommended organizations cover a diverse range of arts activities and serve a wide spectrum of age groups, cultures and needs. After great consideration we request their funding as recommended below.

Respectfully,

Diane Stern
Ogden City Arts Coordinator

Ogden City Arts Grants Recommendations FY 2017

General Support

Organization	Requested	Recommended
Eccles Community Art Center	\$15,000	\$7,333
Treehouse Children’s Museum	\$15,000	\$6,333
WSU Shaw Gallery	\$15,000	\$5,333
Ogden Friends of Acoustic Music	\$20,000	\$6,333
Chamber Orchestra Ogden	\$5,000	\$4,333
Ogden Symphony Ballet Association	\$5,000	\$3,333
WSU Strings Project	\$4,050	\$1,233
Imagine Ballet Theater	\$5,000	\$3,333
Total for General Support Grants FY 2017	\$84,050	\$37,564

Project Support

Ogden Nature Center – Birdhouses	\$3,000	\$2,334
Ogden Nature Center – Earth Day	\$3,000	\$2,334
Historic 25 – Farmer’s Market	\$2,000	\$2,000
Nurture the Creative Mind – Arts Festival	\$4,000	\$4,000
Good Company Theatre-“Pirated!”	\$11,000	\$9,334
Weber Morgan Health Department	\$1,725	\$1,725
Ogden School Foundation	\$2,000	\$1,833
Ogden Inspired	\$2,000	\$1,833
Traces of the West	\$ 875	\$ 875
Suzanne Storer	\$5,000	\$3,334
St. Anne’s Center – Lantern House	\$2,000	\$1,834
Ogden Opera Guild	\$1,000	\$1,000
Total Project Support Grants FY 2017	\$37,600	\$32,436

Total Allocation for FY 2017	Total Requested	Total Recommended
\$65,000	\$121,650	\$70,000

Study of Municipal Funding-State Ann: 10:8:2

**General Support Grant
Eccles Community Art Center
2580 Jefferson Avenue, Ogden 84401**

Annual Budget: \$657,996

Requested Funding: \$15,000 Recommended Funding: \$7,333

City Council Ward: 3 (1, 2, 3, 4 through outreach and education programs)

The purpose of the Eccles Community Art Center is to promote the arts in all forms and to enhance the quality of life within the community by: assisting the local cultural organizations and individual artists to present their work to the public; making quality artistic experiences available to the community regardless of age, race, religion, and income level. Classes are offered year round, with more emphasis on children's classes during the summer months. The center is also used by many community groups for meetings, performance and community gatherings. The art center is the central place for over 30 civic groups. The historic home is opened to the public 6 days a week; 52 weeks a year.

The Eccles Community Art Center has established five Statewide Competitive Exhibits and has partnered with the Weber and Ogden School Districts to exhibit secondary student competitions as well as establishing two events for young artists – the Recycled Art competition and the Chalk Art Fair at Newgate Mall. The center offers classes to the community at reasonable tuition, taught by active artists in the visual, diverse, literary and performing arts. The Eccles Community Art Center provides outreach programs that takes original art packets to schools or places an artist in the classroom in local elementary schools. The Center has established well received community events such as Art in Bloom, Gallery Theater Plays, Guest Artist Performances and the Holiday Home Tour in partnership with the Weber County Heritage Foundation as well as participating in the monthly First Friday Art Stroll.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

Since there is no entrance fee, there is no financial burden to anyone who wishes to visit. The exhibitions are always of high moral quality, and the cultural value is always important. Through the years, we have featured artists who travel and have painted from the various countries they have visited, including Belize, Italy, Spain, Mali and other African countries. The Art Center gives the community a place to see beautiful art. This is aesthetically pleasing. Education and information is always available by the staff and trained docent volunteers. The fact that this is a community art center and all are welcomed contributes to a sense of belonging and place.

Project provides tangible and intangible benefit to Ogden City:

The Ogden First Friday Art Stroll in which the Eccles Community Art Center participates is building Ogden's reputation as an arts community and brings an influx of arts related tourism. The classes offered at the Art Center are offered in a non-competitive and non-grade based setting which allows students to learn at their own pace. With the variety of special events provided by the Eccles Community Arts Center, members of the community should have no difficulty in finding their voice through the arts.

Estimated number of individuals to benefit from project/grant: 32,500 patrons, 737 artists

Study of Municipal Funding-State Ann: 10:8:2

**General Support Grant
Treehouse Children’s Museum
347 22rd Street, Ogden 84401**

Annual Budget: \$983,000

Requested Funding: \$15,000 Recommended Funding: \$6,333

City Council Ward: 1 (1, 2, 3, 4 involvement through outreach programming)

Treehouse Children’s Museum has provide high quality arts based exhibits and interactive learning experiences for families and schools that focus on family literacy and the arts and the humanities. With signature programs that they have developed, including “ParticiPlays” , “Treehouse Troupe” and “Step into a Story”© the Treehouse Children’s Museum offers enrichment to augment public education.

Treehouse is also recognized for its daily visual arts programming centered around children’s literature, and its hand-crafted exhibits that are created in house by staff and volunteers. Over 23,000 students come annually to the Treehouse and the Museum offers two discount family literacy programs each week and provides 300 sponsored memberships to local families with children enrolled in area Head Start programs.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

The funding will benefit the citizens of Ogden financially as Treehouse provides low-cost but quality arts programming to families and schools. Treehouse also draws visitors to the area, many of whom come specifically to visit Treehouse, bringing tourist dollars into the community. Aesthetically Treehouse serves as an arts venue with visual displays, as well as permanent exhibits that focus on children’s literature and the arts. Providing outstanding and involving activities for children and families in our community contributes to the moral and civic wellbeing of our City by providing worthwhile, positive experiences for children and parents that encourage participation in the arts and the development of talents and skills. Treehouse also showcases the cultural diversity of Ogden through special exhibits, displays, and programs as we share literature from around the world. Educationally Treehouse provides resources lacking in the schools and enrichment opportunities in theater and the visual arts. Having a facility like Treehouse strengthens the community at large and contributes civic pride.

Project provides tangible and intangible benefit to Ogden City:

Treehouse will provide quality arts programming for literally tens of thousands of visitors, both children and adults, encouraging their involvement in and support of the arts. Children who participate in the arts are much more likely to be participants in and contributors to the arts when they become adults. Support of Treehouse also helps to sustain a family-friendly venue that welcomes families to our community and gives residents and visitors alike a reason to spend time in Ogden. The arts celebrate multiple perspectives and shows that there are many ways to see and interpret the world. The Treehouse Children’s Museum has earned many prestigious awards and is recognized nationally as an outstanding children’s museum providing quality arts experiences. That standing benefits the city in which we are located.

Estimated number of individuals to benefit from project/grant:

168,465 --children and adults annually; 6-8 artists annually plus Treehouse staff artists

Study of Municipal Funding-State Ann: 10:8:2

General Support Grant

**Mary Elizabeth Dee Shaw Gallery – Weber State University
3964 West Campus Drive, Dept. 2001, Ogden, UT 84408-2001**

Annual Budget: \$102,540

Requested Funding: \$15,000 Recommended: \$5,333

City Council Ward: 4

The Mary Elizabeth Dee Shaw Gallery at Weber State University is located inside the Ethel Watis Kimball Visual Arts building. Its mission is to present contemporary art exhibitions and educational programs that provide visitors access to the art of our times. The Shaw gallery aspires to engage a diverse audience, create a sense of community, provide insight into the creative process, challenge visitors to contemplate, discuss and understand the historical social and cultural context of contemporary art. It serves the Department of Visual Art & design, Weber State University and the community of Northern Utah by presenting the work of local, regional and nationally recognized artists, including new work, emerging media and original scholarship. During the academic year it offers regular exhibits and outreach programs in the facility and film screenings at Peery's Egyptian Theater in partnership with the Utah Film Center. In the summer it provides community arts enrichment through its Arts in the Parks program.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

The Mary Elizabeth Dee Shaw Galley benefits Northern Utah by providing a safe, morally clean environment for the citizens and children that participate in its activities. Through the Fabulous Fridays program hundreds of school children have the opportunity to visit the gallery, learn about the art and do a hands on project. The gallery offers a unique exhibition program for the whole community free of charge and is a regular participant in Ogden City's First Friday Art Stroll during the academic year. During the summer months it provides free arts education in the parks in cooperation with the free lunch program delivered by Ogden City Schools

Project provides tangible and intangible benefit to Ogden City:

The Shaw Gallery is housed and sponsored by the Department of the Visual Arts at Weber State University. Weber State is a vital part of the city's cultural and educational vision. By supporting the Shaw Gallery the city benefits from the increased cultural and educational offerings the Gallery provides.

Estimated number of individuals to benefit from project/grant: 12,000, 3,300 youth

Study of Municipal Funding-State Ann: 10:8:2

**General Support Grant
Ogden Friends of Acoustic Music
1744 24th Street, Ogden, UT 84401**

Annual Budget: \$100,000

Requested Funding: \$20,000 Recommended Funding: \$6,333

Council Ward: 1

The Ogden Music Festival is a 3-day outdoor music festival held the first weekend on June at Weber County's Fort Buenaventura. Its mission is to provide and promote community with live traditional and contemporary American music experiences. It is rapidly gaining the reputation as the premiere bluegrass and acoustic music festival in Utah. The diverse, multi-genre festival provides exposure to many artists and many types of music including bluegrass, blues, jazz, old time, country, and roots. The venue has the potential to host 3,500 participants.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

Music is known to provide entertainment and a sense of well-being among participants, whether performing, dancing, or listening. As Ogden now ranks among the best places to live and becomes a vital destination for tourists, it becomes evident that entertainment in the form of concerts is needed. The Ogden Music Festival also provides attendees with a sense of community, as Fort Buenaventura becomes a micro-community for the weekend. With many opportunities to learn at the workshop stage, the festival also provides citizens with educational opportunities. Acoustic music has gained a renewed popularity. Festival surveys show overwhelmingly positive comments and demand for the annual June festival and other future OFOAM events.

Project provides tangible and intangible benefit to Ogden City:

In addition to providing entertainment to adult attendees, the youth events offer a unique opportunity for youth to aspire to play instruments. The concerts provide a distraction from the currently popular synthetic, or synthesized musical production taking place that often eliminates the need to master an acoustic instrument. Kids who become involved in arts of all types prove to be successful in many other aspects of their lives. The 2010, 2011 and 2016 festivals included Todd's Musical Petting Zoo, featuring the collection of 200 instruments that Todd Crowley sets out for children of all ages to play. There were young people that spent the entire weekend of the festival at the petting zoo experimenting with different instruments and styles.

*Estimated number of individuals to benefit from project/grant: **5,613 audience members, 75 artists***

Study of Municipal Funding-State Ann: 10:8:2

**General Support Grant
Chamber Orchestra Ogden
5463 S 125 E, Ogden, UT 84405**

Annual Budget: \$39,500

Requested Funding: \$5,000 Recommended Funding: \$4,333

Council Ward: 1 (Union Station)

Chamber Orchestra Ogden is a professional level chamber orchestra based at Union Station. They are a non-profit organization dedicated to being an integral part of the professional music scene in Ogden and the surrounding communities by; providing high quality professional level performances, performing a broad range of music from all musical style periods, giving audience members the opportunity to have enjoyable, diverse musical experiences and striving to musically educate prospective audiences through community outreach.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

The programming of Chamber Orchestra Ogden will provide some financial benefit to the businesses of Ogden as patrons attending concerts are likely to make an evening of it and go to dinner or shop. The biggest benefit will be the cultural and educational benefits. COO is a very high quality ensemble that plays at a professional level. Cost of a concert ticket is kept to just \$5.00, making it very affordable for all and at the same time allowing audiences to hear very high quality performances for a fraction of the cost of going to Salt Lake City. The Orchestra strives to be accessible and attempt to provide a bit of the background for the compositions that they perform.

Project provides tangible and intangible benefit to Ogden City:

The projects of Chamber Orchestra Ogden will hopefully add another layer of cultural and musical veneer to the city. The orchestra is an Ogden entity, composed of local musicians, not a group of visiting artists. As they perform downtown their offerings are very accessible for those who might not attend concerts that require much travel. They boast an audience comprised of arts enthusiasts and those new to the classical music scene. They appeal to a broad range of audience members as they perform a very diverse literature of music; everything from Americana to old European masters. As opportunities and funding become available they have hope of performing community outreach.

Estimated number of individuals to benefit from project/grant: 2,000 patrons, 75 artists

Study of Municipal Funding-State Ann: 10:8:2

General Support Grant
Ogden Symphony Ballet Association
638 26th Street, Ogden 84401

Annual Budget: \$937,827

Requested Funding: \$5,000 Recommended Funding: \$3,333

City Council Ward: 3 (1, 2, 3, 4 involvement through outreach programming)

The Ogden Symphony Ballet Association contracts with the UT Symphony & Ballet West to present concerts and Ballets in Ogden. Their educational outreach program provides tickets to high school students at no cost. Community outreach tickets are given through social service agencies to their patrons who would not be able to attend otherwise. During the past year over 1,000 tickets were provided through outreach. "The ride" is offered free of charge to senior citizens living in Weber County. Last year 80 patrons used this service.

Funding from the grant from Ogden City Arts will support educational and community outreach programs and "The Ride" – transportation to and from concerts for seniors living in Weber County. This season's programming includes 17 performances: 5 Masterworks with the Utah Symphony, 4 Symphony Entertainment Series performances, 2 Family series performances, 3 Nutcracker performances and a performance of the "The Little Mermaid", and 2 performances by BYU's dance companies.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

For the citizens of Ogden to be able to experience the performance of these concerts in our city offers access to music and dance of an internationally recognized excellence. Because of generous patrons, corporations, foundations, and government funding, we are able to keep ticket prices affordable and considerably below those charged in Salt Lake City for the same concerts. Our venue features an outstanding auditorium with unmatched sightlines of the performance, comfortable seating, convenient and free parking, and the need to drive to Salt Lake City is eliminated.

This is a great opportunity for those who have never seen a live concert to have the convenience of these concerts right here in Ogden.

Project provides tangible and intangible benefit to Ogden City:

Without the drive to Salt Lake City, citizens of and visitors to Ogden can avail themselves of the opportunity to see and hear two world-class music and dance organizations plus two dance troupes that have performed to world acclaim. Locals and out of town patrons visit shops and restaurants before and after concerts. The economic benefit of having this available in Ogden is great for those wishing to relocate in UT. OSBA arts events involve a network of volunteers, schools, social service agencies, WSU students, a youth guild and a board of directors. All of these involved participants, through their contributions and interaction mentor the next generation of arts involved, volunteer minded community members.

Estimated number of individuals to benefit from project/grant: 17,500 patrons and 425 artists each season

Study of Municipal Funding-State Ann: 10:8:2

**General Support Grant
Strings Project – Weber State University
3950 West Campus Drive, Ogden, UT 84408**

Annual Budget: \$24,688

Requested Funding: \$4,050 Recommended Funding: \$1,233

City Council Ward: 4

The Weber State University Strings Project is one of 26 String Projects that make up the National String Project Consortium. The Consortium is an outgrowth of a program originally begun by the American String Teachers Association. The purpose is to provide students beginning in the 3rd grade with string instrument instruction. No curricular elementary string instruction is provided in area school districts. Secondly the program is designed to employ string music education major students to encourage them to become public school teachers to help alleviate the nationwide shortage of teachers. Costs for the lessons (2 weekly) are extremely affordable to ensure that they are available to the most students. Teaching students from the program travel into the schools to teach music for which they receive a stipend. Performances are held in WSU's Browning Center and the Ogden Amphitheater.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

The Project benefits the citizens by providing a safe, morally clean environment for the children that are involved. They study music, which provides a cultural benefit to them, as well as an educational one. By presenting free concerts the Project enables any person in the community to attend with no financial burden. This provides a community cultural and educational benefit as well.

Project provides tangible and intangible benefit to Ogden City:

The Project is housed and sponsored by the Department of the Performing Arts at Weber State University. Weber State is a vital part of the city's cultural and educational vision. By supporting the String Project the city benefits from the increased cultural and educational offerings the Project provides. The Project is one of only 30 in the United States. As a result Ogden is singled out often on a national level at major music and arts conventions. The Project provides a safe and clean after school environment for a portion of the city's young people.

Estimated number of individuals to benefit from project/grant: 660 students and teachers; 2500 audience

Study of Municipal Funding-State Ann: 10:8:2

General Support Grant
Imagine Ballet Theater
2432 Washington Blvd, Ogden, UT 84401

Annual Budget: \$204,400

Requested Funding: \$5,000 Recommended: \$3,333

City Council Ward 1

Imagine Ballet Theater (IBT) was created and organized in 2004 under the vision and direction of Raymond Van Mason, a former Ballet West principal artist. IBT is a pre-professional ballet company which provides professional quality performances to the citizen of Ogden and development opportunities for its youth. Offering ballet classes and the opportunity for performance, in-school lecture demonstrations, the Rocky Mountain Choreography Festival, and school performances at Peery's Egyptian Theater IBT occupies a place in the community that is not duplicated.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

Imagine Ballet Theater

Project provides tangible and intangible benefit to Ogden City:

Imagine Ballet Theater provides access to quality performance and educational outreach to the community and

Estimated number of individuals to benefit from project/grant: 12,000, 3,300 youth

Findings re: General Support Funding

Arts Grant Recommendations: FY 2017

SUMMARY of FINDINGS

It is encouraging for the Ogden City Arts Advisory Committee that over the years of the City's Arts Granting program the applicant pool in the category of General Support continues to grow. We believe that this is a sign of the organizational strength that comes with municipal support. This year a total of seven organizations sought general support for their arts programs and six are recommended for funding. As this pool grows we find that the effect has been a community of arts organizations that are generously collaborating from organization to organization and who continually share their knowledge base, professional best practices and creative experience. This type of collaboration can only serve to grow an interconnected, creative community. On the National stage this type of collaboration is something that is sought, but not always attained. Ogden can be proud of this atmosphere of generous mentorship and collaboration. The continued financial support of the City of Ogden for these organizations provides an important financial base and credibility as they promote their programs to the community and seek funding from private, state and federal funding sources.

General Support Summary

Eccles Community Art Center	\$7,333
Treehouse Children's Museum	\$6,333
WSU Shaw Gallery	\$5,333
Ogden Friends of Acoustic Music	\$6,333
Chamber Orchestra Ogden	\$4,333
Ogden Symphony Ballet Assn.	\$3,333
WSU Strings Project	\$1,233
Imagine Ballet Theater	\$3,333
Total General Support	\$37,564

Study of Municipal Funding-State Ann: 10:8:2

Project Support Grant
Ogden Nature Center – Birdhouse Exhibit
966 W. 12th Street
Ogden UT 84408

Project Budget: \$8,000

Request: \$3,000

Recommended: \$2,334

City Council Ward: 2 (1,2,3,4 through outreach programming)

The Ogden Nature Center is a 152 acre nature preserve and outdoor classroom in the heart of urban Ogden. One of our organizational goals includes providing inspiring, cultural, and educational experiences for all populations. This annual Birdhouse Competition brings art and nature together in a unique, fun, and useful way. Visitors consistently make many positive comments on the annual exhibit. The Center's permanent collection grows larger every year, creating a warm and friendly approach to our preserve.

The annual Birdhouse Competition and Exhibit will run from March 20 through June 24, 2017 for members of the community. This competition has become an annual tradition at the Nature Center, encouraging appreciation of the arts through the creation of whimsical birdhouses and inspiring an understanding of birds and wildlife habitat.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

The goals of this exhibit are: To encourage artistic approaches to designing birdhouses along with appreciation for practical and sustainable use; To serve as a demonstration of backyard habitats and the attraction of birds in both urban and rural environments; To inspire visitors to use the resources of artists in designing backyard structures; To foster the use of recycled and reclaimed materials; To identify Utah artists who are interested in designing wildlife habitats or other types of environmental art for use here at the Nature Center; develop and inspire community involvement in a nature and art project, especially engaging the youth of Northern Utah and To include new birdhouses in our permanent collection and display

Entries will be received at the Ogden Nature Center and will be displayed along Birdhouse Trail, a 1/8th mile paved path, extending from the parking lot to the Visitor Center.

The Ogden Nature Center will collaborate with Weber State University, Wasatch Audubon Society, and the Eccles Community Art Center as judges for the competition. Participants include professional artists, bird lovers, and children and families who enjoy creating art and habitat for wild birds.

Project provides tangible and intangible benefit to Ogden City:

In addition to the general public, visitors to the exhibit include hundreds of multi-culturally diverse children from Ogden's underserved communities. In total, several thousand visitors will enjoy the birdhouses on exhibit in the spring and early summer alone.

Estimated number of individuals to benefit from project/grant: 16,000

Study of Municipal Funding-State Ann: 10:8:2

**Project Support Grant
Ogden Nature Center – Earth Day Celebration
966 W. 12th Street
Ogden UT 84408**

Project Budget: \$8,000

Request: \$3,000

Recommended: \$2,334

City Council Ward: 2 (1, 2, 3, 4 through outreach programming)

All Earth Day public performances will take place on April 15, 2017 at the Ogden Nature Center. Our goal for this project is to keep our Earth Day Celebration affordable so more families can attend, learn, and enjoy the festivities. We only charge \$2 person for admissions and children under two are free.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

The public performances, crafts, and activities encourage citizens to create a greener society through the art poster contest, nature crafts, demonstrations, workshops focused on sustainable practices, live music, earth friendly exhibitors, and dance performances. Individuals and community partners such as Weber State University work closely with the Events Coordinator to ensure a quality experience for all.

The Art Poster Contest inspires children’s artistic expression through promoting their roles as active citizens of the world and allows them to show their understanding through unique works of art.

Close to 27,000 calls for entries will be distributed to local elementary, private, and charter schools in Weber and Ogden School Districts. The top four winners in Kindergarten through sixth grade will be honored at a special awards ceremony before the Earth Day festivities on April 15, 2017. All entries will be on display from April 15 through May 20, 2017.

Families of the art poster contest winners are invited to the awards ceremony and are admitted to our Earth day event free of charge. Most award winners and their families stay and enjoy the day’s activities. Since Ogden City Schools have such a high percentage of underserved and diverse students, and all school children receive an entry form, many of Ogden’s underserved families participate.

Project provides tangible and intangible benefit to Ogden City:

Our Earth Day event highlights works of art from local school children through creative expression of their views about nature, the environment, and their roles as citizens. Local, statewide, and national organizations will help educate the community about green practices through the arts, demonstrations, workshops, and hands-on activities.

Other goals that will serve as signs of success include: The ability to use nature as inspiration for art; Laying the foundation for an environmentally educated citizenry; Building community awareness about the land we live in.

Estimated number of individuals to benefit from project/grant: 2,300

Study of Municipal Funding-State Ann: 10:8:2

Project Support Grant
Historic 25th Street Foundation – dba Ogden Downtown Alliance
2562 Washington Blvd, Ogden, UT 84401
Ogden UT 84408

Project Budget: \$4,000

Request: \$2,000

Recommended: \$2,000

City Council Ward: 1

The Mission of the Ogden Downtown Alliance is to increase economic vitality and community vibrancy throughout the Central Business District in Ogden. Using arts, entertainment and cultural experiences to establish place branding and destination marketing in conjunction with focused community programs and events.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

The proposal is to build a moveable green space Art Garden for use at the summer time Farmer's Market. The concept is based on the Fractal Garden designed by Legge Lewis Legge. Funds would be used to commission the design and construction of a local variation to be located at the intersection of Lincoln Street and 25th Street during market days. This is the location of the main stage and 50 Adirondack chairs will be placed around it creating the hub for food vendors, and music and allowing people to sit and enjoy the market. The new Music at the Market program features a main stage performances by local performers and groups each Saturday from 11:30 am to 1:30 pm. Additionally, street performers (buskers) have an opportunity to perform at designated locations throughout the market. There is an allowance for both main stage and street performances. The Art Garden will provided and ephemeral arts environment to enhance the whole market experience.

Project provides tangible and intangible benefit to Ogden City:

The Farmers Market runs for 13 weeks during the summer from June 25 to September 19.



Estimated number of individuals to benefit from project/grant: 35,000

Study of Municipal Funding-State Ann: 10:8:2

Project Support Grant
Nurture the Creative Mind – Ogden Arts Festival
2501 Wall Avenue, Ogden, UT

Project Budget: \$8,000

Request: \$4,000

Recommended: \$4,000

City Council Ward: 1

Nurture the Creative Mind is a 501 (c)(3) youth non profit that is focused on the establishment of self empowerment and self value through the means of creativity. It has impacted over 10,000 youth since its inception 9 years ago and is dedicated to youth empowerment and the establishment of self-value through the exploration of creativity while developing marketable skills.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

The organization's main branch is after school programing, but they also have a scholarship and mentorship program that serves first generation and low income college bound students. They have recently become the management organization for the Ogden Arts Festival.

The targeted audience for the Ogden Arts Festival is the community at large and visitors to Ogden. It will be held in the Ogden Amphitheater, a venue of approximately 6,000 have challenged ourselves to help nurture, cultivate, and grow the art culture within Ogden so we will provide a creative and fun experience for those who have an existing connection to art as well as introduce and create a strong connection for those who currently do not.

Project provides tangible and intangible benefit to Ogden City

This year's Ogden Arts Festival will have a strong array of artistic talents and performances to showcase a wide spectrum of arts in hopes that there would be something for everyone. There will be roaming street performers, theater, dance, and musical performances. There will also be an area dedicated to and for kids. The festival runs June 11 &12,

Nurture the Creative Mind is also partnering with galleries on Historic 25th street to promote the Arts Festival. Other community partners include 4 local venues (Brewskis, Alleged, Lighthouse, and the Funk-n-Dive) to put together a promotional music series to for the Ogden Arts Festival and the partnering venues. Expect reach through the promotional shows and gallery partnerships is of 2,500 community members.

Estimated number of individuals to benefit from project/grant: 1,300

Study of Municipal Funding-State Ann: 10:8:2

Project Support Grant

**Good Company Theatre – “Pirated”
260 25th Street, Ogden, UT**

Project Budget: \$46,500

Request: \$11,000 Recommended: \$9,334

City Council Ward: 1

Good Company Theatre develops and promotes high-quality, eclectic theatrical productions and events forging new relationships between audiences, performers and spaces in the process. Founded in 2012, Good Company Theater with the intent of offer alternative ways of viewing live theater.

Project enhances the safety, health, prosperity, moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

They have now completed three full seasons of fully staged plays and musicals. In addition to their own five scheduled productions each year, they have produced over fifteen cabarets and non-seasonal productions, staged readings and workshops. They have also produced three original shows by local artists, collaborated with local and Salt Lake City agencies and hosted fundraisers and events for service oriented non-profits in Ogden.

Project provides tangible and intangible benefit to Ogden City

The project proposed is a full production with live music (Chamber Orchestra Ogden) of Jim Christian’s original musical “Pirated” to take place in the Ogden Amphitheater. The targeted audience is the general public and the show will run August 12 (special preview) 13, 15, 18, 19, 20 and 22. The production will offer internship opportunities to local young people (ages 17-22) in areas of costume design, lighting design, set design and stage management.

Their marketing campaign will include targeted print media, social media, television and radio. Using a combination of social media analytics and ticket sales analysis as well as a review of media response and ticket sales, they will evaluate the success of the production and the marketing for it.

Estimated number of individuals to benefit from project/grant:3,250

Weber-Morgan Health Department
477 23rd Street, Ogden, UT

Project Budget: \$3,450

Request: \$1,725

Recommended: \$1,725

City Council Ward: 1

The Weber –Morgan Health Department (WMHD) aims to promote, support, develop, finance and/or expand activities and programs consistent with the strategic plan of the Weber-Morgan Health Department in the areas of environmental protection, health care access, health promotion including suicide prevention and violence prevention.

Project enhances the safety, health, prosperity moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

To promote awareness of suicide and suicide prevention in the community WMHD plans to partner with local junior high and high school in Ogden City School District. Students in partnering schools will create visual arts projects promoting suicide awareness. The artwork will be on display at community Town Hall Meeting. The Town Hall Meeting will also include local resources for suicide and mental health information.

Project provides tangible and intangible benefit to Ogden City

According to the American Foundation for Suicide Prevention, in Utah in 2015 was the leading cause of death for ages 10 to 14. The target audience for the art projects will be youth in Ogden School District and their parents but the Town Hall event will be open to the entire community. The exact nature of the art projects is still in development.

Estimated number of individuals to benefit from project/grant 5,300

Study of Municipal Funding-State Ann: 10:8:2

**Project Support Grant
Ogden School Foundation
1950 Monroe Blvd, room 107, Ogden, UT**

Project Budget: \$5,900

Request: \$2,000

Recommended: \$1,833

City Council Ward: 1

The Ogden School Foundation (OSF) was created in 1980 under the direction of the Board of Education of the Ogden City Schools. Its mission is to enhance educational opportunities for the students of the Ogden City School District. We raise and distribute funds for enhancement programs in the areas of the arts, literacy, technology and math/science.

In the Spring of 2017 the Ogden School District will once again support and coordinate the annual Festival of the Arts. During the spring the Ogden District Festival of the Arts begins in the schools with students creating projects using a variety of mediums. Professional artists also visit up to eight of our schools to give demonstrations in their disciplines. Juried competitions at the schools select winners who are invited to attend the District-wide festival at Union Station where they are once again judged. Cash prizes are awarded to the top seven winners in elementary categories and the top three in secondary school categories

Project enhances the safety, health, prosperity moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

Over 75% of the students in the Ogden District come from low income homes and half belong to minority populations. Many of our students do not get any type of “arts” enhancement from home and if the schools do not provide these experiences, they may never be given the opportunity to work in the visual or performing arts. Our students benefit greatly from the Festival of the Arts. The exposure to the visiting artists and having the opportunity to have a student’s work exhibited publically and to receive recognition can literally keep kids in school and change their lives.

Project provides tangible and intangible benefit to Ogden City

During the exhibition at the Union Station, students from the schools give performances. We typically see choirs and dance groups. With the addition of our elementary music project, guitar and ukulele groups have been added to the performance schedule. Readers’ theaters and Storytelling are also popular presentations. Success in the arts can provide the self-esteem necessary to achieve in other areas of education and in life. Involvement in the arts can also keep students coming to school and working in other areas of their education.

The Festival of the Arts program has proven to be very inspirational to our students and certainly helps us fulfill our mission of “enhancing educational opportunities for our students.”

Estimated number of individuals to benefit from project/grant 5,300

Study of Municipal Funding-State Ann: 10:8:2

Project Support Grant

**Kase Johnstun & Alison L. McLennan – Ogden Inspired (literary)
2805 Polk Avenue, Ogden UT 84403**

Project Budget: \$6,900

Request: 2,000 Recommended: \$1,833

City Council Ward: 1

Kase Johnstun and Alison McLennan are both local writers, authors, and teachers who are collaborating in response to community requests for writing workshops.

Project enhances the safety, health, prosperity moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

One six week workshop on Ekphrastic Poetry (poetry inspired by art) will be offered in conjunction with the First Friday Art Stroll. Inspired by any artwork at the First Friday Art stroll chosen by the workshop participants, a poem or poems will be developed, revised, performed and possibly published. Ongoing instruction on poetic craft and revision will be taught and practiced during the workshop. A poetry contest with a cash prize will be open to the whole community. Anyone visiting Ogden who writes a poem inspired by Ogden art is eligible to participate. Contest submissions are not limited to those participating in workshop. Ads will be placed in regional and possibly national publications targeting poets and the general public.

Another six week workshop on short stories will be offered in spring. This workshop will focus on short stories inspired by Ogden’s historic places, people, and legends. The participants will tour these historic places and learn about Ogden history. Ongoing instruction on short story craft and revision will be taught and practiced throughout the workshop. A short story contest with a cash prize will be open to the whole community, as well as, workshop participants in the same process as the poetry contest.

The contests will be judged blind by impartial parties with literary credentials.

20 people are anticipated in each workshop and many more for the public events (50 -100).

Project provides tangible and intangible benefit to Ogden City

The Ogden Inspired writing series will encourage writers to develop work inspired by Ogden art and history. By using Ogden artwork and history as a basis for inspiration, and teaching specific craft elements, emerging writers will generate higher quality material, which resonates with a broader audience. Also, by running writing contests in conjunction with the First Friday Art Stroll and Ogden historic places, more community members will be actively involved in Ogden area arts, literature, lore, and history.

Estimated number of individuals to benefit from project/grant:250

Study of Municipal Funding-State Ann: 10:8:2

Study of Municipal Funding-State Ann: 10:8:2

Project Support Grant

Ogden Pioneer Heritage Foundation – Traces of the West

PO Box 150092 Ogden, UT

Project Budget: \$1,750

Request: \$875 Recommended: \$875

City Council Ward: 1

The Ogden Pioneers Days began in 1934, the Ogden Pioneer Heritage Foundation has supported arts events as part of the celebration for the last 30 years. Traces of the West is now in its seventeenth year. The art community and Ogden Pioneers Days Foundation are passionate about showcasing great art and artists. They are committed to making the Traces of the West exhibit one of the premier events in the Western United States.

Project enhances the safety, health, prosperity moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

The Traces of the West strives to bring citizens from the Intermountain West to not only participate and vie the exhibit but to have them join in other Pioneer Day evens including concerts, the parade, the farmer’s market and the rodeo. Community partners include the Eccles Community Art Center and Cowboy Museum at the Union Station.

Project provides tangible and intangible benefit to Ogden City

Aside from the artistic merit of the exhibit and the quality of artists who participate an outreach packet is being developed to go into the schools highlighting the art, history and landscape of the west. The packet will be presented through the Eccles Community Art Center’s Art to Go Outreach program.

Estimated number of individuals to benefit from project/grant 1,200

Study of Municipal Funding-State Ann: 10:8:2

Project Support Grant
Suzanne Storer – visual arts, sculptor
1799 Navajo Drive, Ogden, UT

Project Budget: \$10,000

Request: \$5,000

Recommended: \$3,334

City Council Ward: 4

Ms Storer worked many years as a potter and sculptor creating art for the home. Her focus now is on creating sculptures of compassion for public spaces. These sculptures are in high relief and project out from the wall. They are large and more suitable for public spaces or very large homes. Each sculpture is based upon a real person and speaks to our human condition physically, psychologically and emotionally. I make use of all the technical skills I've accrued over 30 years working with clay. These sculptures often compassionately emphasize our positive oh-so-human qualities that can be squashed by our current ways of living.

Proposal is to create high relief artwork for permanent display in the Lantern House/St. Anne's center cafeteria based on interviews with residents of the homeless shelter. Unclear how many are served. Request represents 50% of project budget. Ms. Storer has a piece of artwork already at the center and this proposal has been put together with them seeking input from residents.

Project enhances the safety, health, prosperity moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

The homeless patrons at Lantern House who dine in the cafeteria. They are a perfect fit for being the recipients of art that compassionately reflects their circumstance. The wall space designated for these sculptures will be a nice fit aesthetically for the size and shape of the work.

Project provides tangible and intangible benefit to Ogden City

It has only been in the last several years that I have made the conscious decision to devote my skills as an artist towards creating works of compassion. These sculptures for the wall at Lantern House will enlarge my own sensibilities towards this end and at the same time, hopefully assist the community in which I have lived and worked for the past 34 years.

Lantern House receiving positive publicity for having installed these sculptures would also be a sign of success.

Estimated number of individuals to benefit from project/grant 1,650

Study of Municipal Funding-State Ann: 10:8:2

Project Support Grant
St. Anne's Center – Lantern House
269 W. 33rd Stree, Ogden, UT

Project Budget: \$10,000

Request: \$2,000

Recommended: \$1,834

City Council Ward: 1

St. Anne's Center exists to aid the poor, needy and homeless by providing them food, shelter and critical emergency services. We provide a hand up rather than a hand out. Our goal is to transition residents from shelter to housing; encouraging their sense of independence, self-sufficiency and self-confidence. We are committed to carry out this mission while treating those who come to us with compassion, dignity and respect.

St. Anne's Center is a nonprofit agency providing food, shelter and emergency services to thousands of men, women, and children in crisis. Since opening our door in 1982 the faces of homelessness have changed dramatically. Over the past several years, we have experienced a staggering increasing in the number of families finding themselves homeless. More notably are families that consist of fathers with children and no mother.

Project enhances the safety, health, prosperity moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

All funds will go towards providing homeless children the opportunity to experience different forms of art. We partner with local artists, dance schools, musicians and other volunteers to provide hands on art projects and musical and dance instruction. Funds will be used towards staff, supplies, equipment and outside services if needed. This program will help homeless children explore natural outlet of emotions they may have while facing new surrounding of being in a shelter.

Project provides tangible and intangible benefit to Ogden City

What is invisible, can be made visible. Homelessness can be invisible but through art it can be seen. Our mission is to help these children develop personal creativity and learn to be seen through art, dance, music and play. To express their emotions on a canvas, dance floor, through and instrument and not hide, feel unwanted or different because of their circumstances

Estimated number of individuals to benefit from project/grant 65

Study of Municipal Funding-State Ann: 10:8:2

Project Support Grant
Ogden Opera Guild
2590 Jefferson Avenue, Ogden, UT

Project Budget: \$2,000

Request: \$1,000

Recommended: \$1,000

City Council Ward: 1

The objectives of the Ogden Opera Guild are to support the growth and expansion of the Utah Opera Company through education, volunteer activities and financial support.

Project enhances the safety, health, prosperity moral well-being, peace, order, comfort and convenience of the inhabitants of Ogden:

Working with the Utah Opera Company the guild annually takes a group of students and chaperones to a dress rehearsal in Salt Lake at the Capitol Theater. The Guild works with Weber State University, the Artistic Director of the Utah Opera, the Dean of Arts & Humanities at Weber State, the principal of St. Joseph's High School and the music faculty there.

Project provides tangible and intangible benefit to Ogden City

A public performance by Utah Opera Resident Artists is presented at Weber State. Exposure to opera is a great value to the education of our students and the quality of life available to us in Ogden.

Estimated number of individuals to benefit from project/grant 65

Findings re: Project Support Funding

Arts Grant Recommendations: FY 2017

SUMMARY of FINDINGS

After reviewing the twelve Project Support applicants for FY 2017 the Ogden City Arts Advisory Committee has unanimously determined that all were worthy of funding based on the merit of the proposal and the value and benefit they will bring to Ogden. As outlined in the studies above, and in compliance with Ogden City’s Resolution governing disbursement of city funds, the twelve projects represent diverse areas of the arts & humanities and further the use of arts in areas of social impact by non-traditional recipients as well as display community partnerships, multiple sources of funding while reaching out to all segments of our community by providing specific projects for arts enrichment and education. Many of these projects are unique to Ogden and not available in other communities, as such they benefit local residents by providing arts experiences here at home, reaching out within our community to groups using arts in new ways and encouraging increased visitors and economic revenue. They encourage home town pride, identity and a sense of place.

Project Support	Requested	Recommended
Ogden Nature Center – Birdhouses	\$3,000	\$2,334
Ogden Nature Center – Earth Day	\$3,000	\$2,334
Historic 25 – Farmer’s Market	\$2,000	\$2,000
Nurture the Creative Mind – Arts Festival	\$4,000	\$4,000
Good Company Theater- “Pirated”	\$11,000	\$9,334
Weber Morgan Health Dept.	\$1,725	\$1,725
Ogden School Foundation	\$2,000	\$1,833
Ogden Inspired	\$2,000	\$1,833
Traces of the West	\$ 875	\$ 875
Suzanne Storer	\$5,000	\$3,334
St. Anne’s Lantern House	\$2,000	\$1,834
Ogden Opera Guild	\$1,000	\$1,000
Total	\$37,600	\$32,436

Ogden City Arts Grant Review Results 2016-17

Ogden City Arts Grants 2016-17															Additional Funding	Revised Totals	
General Support	Sandy H	Brandi B	Glenn S	Clint	Shane C	Wes	Admin	Total	Average	Total benefitting	\$ per person	% of Annual budget	requested	recommended			
Eccles Community Art Center	35	34	31	34	34	30	34	232	38.6667	32,500	\$ 0.46	2%	\$ 15,000	\$ 7,000	\$ 333	\$ 7,333	
Treehouse Children's Museum	35	36	33	30	29	-	28	191	38.2	168,465	\$ 0.09	2%	\$ 15,000	\$ 6,000	\$ 333	\$ 6,333	
WSU Shaw Gallery	30	33	30	32	33	35	30	223	37.1667	12,000	\$ 0.98	15%	\$ 15,000	\$ 5,000	\$ 333	\$ 5,333	
Ogden Friends of Acoustic Music	25	34	34	35	32	36	25	221	36.8333	5,613	\$ 3.56	9%	\$ 20,000	\$ 6,000	\$ 333	\$ 6,333	
Chamber Orchestra Ogden	30	36	33	30	30	34	27	220	36.6667	2,500	\$ 2.00	11%	\$ 5,000	\$ 4,000	\$ 333	\$ 4,333	
Ogden Symphony Ballet Assn.	30	34	29	34	29	28	28	212	35.3333	17,500	\$ 0.29	1%	\$ 5,000	\$ 3,000	\$ 333	\$ 3,333	
WSU Strings Project	28	30	30	30	28	29	22	197	32.8333	5,900	\$ 0.25	16%	\$ 4,050	\$ 900	\$ 333	\$ 1,233	
Imagine Ballet Theater	20	28	31	30	29	28	24	190	31.6667	24,000	\$ 0.21	2%	\$ 5,000	\$ 3,000	\$ 333	\$ 3,333	
Totals													\$ 84,050	\$ 34,900	\$ 2,664	\$ 37,564	
Project Support										Total benefitting	\$ per person	% of Project budget	requested	recommended			
Ogden Nature Center- Birdhouses	40	-	36	36	36	36	38	222	44.4	16,000	0.19	38%	\$ 3,000	\$ 2,000	\$ 334	\$ 2,334	
Ogden Nature Center-Earth Day	35	-	35	36	34	36	35	211	42.2	2,300	1.3	38%	\$ 3,000	\$ 2,000	\$ 334	\$ 2,334	
Historic 25 - Farmer's Market	35	41	32	34	36	36	36	250	41.6667	35,000	0.06	50%	\$ 2,000	\$ 2,000		\$ 2,000	
NCM - Arts Festival	30	38	33	36	34	32	34	237	39.5	1,300	3.08	7%	\$ 4,000	\$ 4,000		\$ 4,000	
Good Company Theatre	30	37	31	34	34	34	35	235	39.1667	3,250	3.38	24%	\$ 11,000	\$ 9,000	\$ 334	\$ 9,334	
Weber Morgan Health Dept	32	40	34	36	32	30	30	234	39	5,300	0.33	50%	\$ 1,725	\$ 1,725		\$ 1,725	
Ogden School Foundation	32	41	33	32	32	34	29	233	38.8333	4,200	0.48	34%	\$ 2,000	\$ 1,500	\$ 333	\$ 1,833	
Kase Johnstun-Ogden Inspired	30	40	32	32	32	32	34	232	38.6667	250	8	29%	\$ 2,000	\$ 1,500	\$ 333	\$ 1,833	
Traces of the West	32	34	30	32	28	32	30	218	36.3333	1,200	1	69%	\$ 875	\$ 875		\$ 875	
Suzanne Storer	25	32	31	34	27	24	29	202	33.6667	1,650	3.03	50%	\$ 5,000	\$ 3,000	\$ 334	\$ 3,334	
St. Anne's Center/Lantern House	23	30	29	34	32	22	27	197	32.8333	65	33.33		\$ 2,000	\$ 1,500	\$ 334	\$ 1,834	
Ogden Opera Guild	22	36	31	27	25	27	24	192	32	134	8.33	50%	\$ 1,000	\$ 1,000		\$ 1,000	
Total													\$ 37,600	\$ 30,100	\$ 5,000		
				Reviewers	Ogden City Arts admin												
				Sandy Havas	Diane Stern												
				Brandi Bosworth													
				Clint Spencer										\$ 34,900		\$ 37,564	
				Shane Osguthorpe										\$ 30,100		\$ 32,436	
				Wes Whitby										\$ 65,000		\$ 70,000	
				Glenn Symnes													

City of Ogden Arts Grant History
Fiscal Years 2006-2017

General Support	Total Requested FY06-		Total Granted and		FY'17		FY'16		FY'15		FY'14		FY'13		FY'12		FY'11		
	FY17		FY17		Requested	Recommended	Requested	Granted											
Chamber Orchestra Ogden	\$ 9,000.00	\$ 4,000.00	\$ 5,000.00	\$ 4,333.00	\$ 4,000.00	\$ 4,000.00													
DaVinci Academy	\$ 5,850.00	\$ -	\$ -	\$ -	\$ -	\$ -													
Eccles Community Art Center	\$ 53,000.00	\$ 42,833.00	\$ 15,000.00	\$ 7,333.00	\$ 7,000.00	\$ 7,000.00													
Egyptian Theater Foundation	\$ 5,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -													
Foursite Film Festival	\$ 38,000.00	\$ 22,000.00	\$ -	\$ -	\$ -	\$ -													
Imagine Ballet Theater	\$ 72,000.00	\$ 26,733.00	\$ 5,000.00	\$ 3,333.00	\$ -	\$ -													
Nurture the Creative Mind	\$ 8,000.00	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -													
Ogden Dinosaur Park	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -													
Ogden Friends of Acoustic Music	\$ 72,000.00	\$ 42,193.00	\$ 20,000.00	\$ 6,333.00	\$ 20,000.00	\$ 16,860.00													
Ogden Symphony Ballet Association	\$ 55,000.00	\$ 45,283.00	\$ 5,000.00	\$ 3,333.00	\$ 5,000.00	\$ 5,000.00													
Redemption Art	\$ 5,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -													
Treehouse Children's Museum	\$ 101,138.00	\$ 75,633.00	\$ 15,000.00	\$ 6,333.00	\$ 12,000.00	\$ 12,000.00													
Utah Musical Theater	\$ 10,000.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ -													
WSU - Shaw Gallery	\$ 27,000.00	\$ 5,333.00	\$ 15,000.00	\$ 5,333.00	\$ 12,000.00	\$ -													
WSU - String Project	\$ 9,050.00	\$ 3,873.00	\$ 4,050.00	\$ 1,233.00	\$ 5,000.00	\$ 2,640.00													
Project Support																			
America Dream Foundation	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -													
Chamber Orchestra Ogden	\$ 8,000.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -													
DaVinci Academy	\$ 35,825.00	\$ -	\$ -	\$ -	\$ -	\$ -													
Eccles Community Art Center	\$ 6,000.00	\$ 6,250.00	\$ -	\$ -	\$ -	\$ -													
Egyptian Theater Foundation - Friday Concerts	\$ 9,900.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -													
Egyptian Theater Foundation - M.O.V.I.E.	\$ 3,990.00	\$ -	\$ -	\$ -	\$ -	\$ -													
Egyptian Theater Foundation--Kids Act Up	\$ 1,500.00	\$ 900.00	\$ -	\$ -	\$ -	\$ -													
Egyptian Theatre Foundation	\$ 8,496.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -													
Good Company Theater - "High Hopes"	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00													
Good Company Theater - "Pirated"	\$ 22,000.00	\$ 9,334.00	\$ 11,000.00	\$ 9,334.00	\$ 11,000.00	\$ -													
Historic 25th Street Foundation	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ -													
Imagine Ballet Theater	\$ 16,450.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -													
Mary Elizabeth Dee Shaw Gallery--WSU	\$ 1,000.00	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -													
National String Project Consortium	\$ 5,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -													
Nurture the Creative Mind	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -													
Ogden Arts Festival at Union Station	\$ 48,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -													
Ogden Eccles Conference Center	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -													
Ogden Friends of Acoustic Music	\$ 24,000.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -													
Ogden Inspired	\$ 2,000.00	\$ 1,833.00	\$ 2,000.00	\$ 1,833.00	\$ -	\$ -													
Ogden Nature Center	\$ 16,000.00	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -													
Ogden Nature Center/Birdhouse Project	\$ 5,000.00	\$ 4,334.00	\$ 3,000.00	\$ 2,334.00	\$ 2,000.00	\$ 2,000.00													
Ogden Nature Center/Earth Day Poster Contest	\$ 10,396.00	\$ 9,334.00	\$ 3,000.00	\$ 2,334.00	\$ 2,000.00	\$ 2,000.00													
Ogden Opera Guild	\$ 9,135.00	\$ 9,400.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00													
Ogden School Foundation	\$ 17,700.00	\$ 17,300.00	\$ 2,000.00	\$ 1,833.00	\$ -	\$ -													
Palette Club of Ogden	\$ 3,000.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -													
Pioneer Heritage Foundation	\$ 2,000.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -													
Project Success Coalition/ Juneteenth Festival	\$ 23,000.00	\$ 11,400.00	\$ -	\$ -	\$ -	\$ -													
St. Anne's Center	\$ 3,600.00	\$ 2,000.00	\$ 2,000.00	\$ 1,834.00	\$ -	\$ -													
Suzanne Storer	\$ -	\$ -	\$ 5,000.00	\$ 3,334.00	\$ -	\$ -													
Traces of the West	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ -	\$ -													
United Way of Northern Utah	\$ 3,500.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -													
Utah Film Center	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -	\$ -													
Weber/Morgan Health Department	\$ 2,225.00	\$ 2,225.00	\$ 1,725.00	\$ 1,725.00	\$ 500.00	\$ 500.00													
WSU String Project	\$ 32,000.00	\$ 23,400.00	\$ -	\$ -	\$ -	\$ -													
Development Support																			
Ars Visualis L3C (d/b/a Whitespace)	\$ 10,200.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -													
Beehive Theatre Company	\$ 20,000.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -													
Foursite Film Festival	\$ 4,400.00	\$ 700.00	\$ -	\$ -	\$ -	\$ -													
Foursite Film Festival	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -													
Good Company Theater	\$ 13,585.00	\$ 9,500.00	\$ -	\$ -	\$ -	\$ -													
Imagine Ballet Theater	\$ 4,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -													
Junction City Theatre Company	\$ 8,100.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -													
Movement Coalition	\$ 6,800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -													
Ogden Chamber Orchestra	\$ 4,000.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -													
Ogden Friends of Acoustic Music	\$ 6,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -													
Ogden Repertory Theater	\$ 12,000.00	\$ 5,200.00	\$ -	\$ -	\$ -	\$ -													
Mini Grant																			
Richard Milner	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -													
Totals	\$ 818,265.00	\$ 506,466	\$ 121,650	\$ 70,000	\$ 91,000	\$ 60,000													

Note 1: Column highlighted in yellow represents the current year's Administration recommendations, and are not yet final.
 Note 2: Please be aware that Organizations may be represented in multiple categories over the years represented.
 Note 3: Beehive Theatre Company was renamed Junction City Theatre Company in 2010.

THE OGDEN CITY ARTS GRANTS PROGRAM

GRANT APPLICATION GUIDELINES – Read this carefully!

Ogden City Arts Advisory Committee

OGDEN CITY ARTS, a Citizen Advisory Committee of Ogden City, is given the authority to recommend grant funds provided by Ogden City in Fiscal Year 2016 to support arts organizations and artists in Ogden City and to provide access to the arts for the people of Ogden City.

OGDEN CITY ARTS provides all persons with equal access to programs without regard to race, religion, gender, national origin, disability, age, or sexual orientation.

The OGDEN CITY ARTS GRANTS PROGRAM, funded through an annual appropriation from Ogden City, makes direct grants to individuals and organizations that contribute to the cultural life of our community. OGDEN CITY ARTS GRANTS support projects in every art form, for both well-established institutions and emerging artists and arts projects. The OGDEN CITY ARTS GRANTS PROGRAM is competitive. The award of these grants is made at the sole discretion of OGDEN CITY.

All grants are made on a yearly basis, and new applications must be submitted each year.

All grant applications require at least a 1:1 cash funding match. In-kind contributions are not allowable as a portion of the required match, although they will be considered by the committee when reviewing applications as evidence of commitment to the applicant and project by others.

Please read carefully the Legal Assurances on the last page of the application before signing the application. In the event that a grant is awarded, these assurances become part of the legally binding contract between the applicant and OGDEN CITY ARTS.

Grants are made in two areas: **GENERAL SUPPORT GRANTS** and **PROJECT GRANTS**.

GENERAL SUPPORT GRANTS

GENERAL SUPPORT GRANTS offer general, and project support to Ogden City's established arts organizations which have developed a broad range of programming and have contributed extensively to the cultural life of the city. GENERAL SUPPORT GRANTS assist arts organizations with general operating expenses and the continuation or expansion of arts programming for the people of Ogden.

ELIGIBILITY

In order to be eligible for a GENERAL SUPPORT GRANT, the applicant must:

- Be a nonprofit, 501(c)(3) tax-exempt arts organization for at least three years, whose primary purpose is arts programming, support, or services.
- Be based in Ogden City.
- Have a record of professional management and programming.

- Show determination to present professional quality arts experiences as evidenced by paid performers, fair honoraria to artists, staff, etc. Guidelines
- Applicants for GENERAL SUPPORT are limited to requests of no more than 15% of their preceding year's total operating budget.
- GENERAL SUPPORT GRANTS are awarded on a yearly basis. Services must be performed within a twelve-month (grant year) period beginning no earlier than July 1 and ending by June 30 of each year.
- Applicants for GENERAL SUPPORT must make two free admission tickets available to OGDEN CITY ARTS for on-site evaluations of program activity.
- Applicant must submit copy of IRS 501© tax exemption letter with application.
- Recipients of other OGDEN CITY ARTS GRANTS during the same grant year are ineligible for GENERAL SUPPORT GRANTS.
- Only completed forms will be reviewed. Applications submitted that are determined to be incomplete at the time of application may be ruled ineligible for funding.
- GENERAL SUPPORT GRANTS must be matched with cash on at least a 1:1 ratio. Matching funds may be anticipated at time of application but must be received and obligated by the ending date of the grant as indicated in the application. In kind services and goods may not be used in the match.

PROJECT SUPPORT GRANTS

PROJECT SUPPORT GRANTS are available to nonprofit organizations for specific arts projects and programs that have been determined to be of value to the community. Exhibits, concerts, performances, festivals, shows, workshops, and readings are among projects eligible for funding through PROJECT SUPPORT GRANTS. Projects may also include consultant assistance related to improving the quality or management of arts or cultural programs, such as program planning, marketing, facility design, fundraising, long-range planning, and board development.

ELIGIBILITY

In order to be eligible for a PROJECT SUPPORT GRANT, the applicant must:

- Request support only for arts projects.
- Have a record of professional management and programming.
- Show determination to present professional quality arts experiences as evidenced by paid performers, fair honoraria to artists, staff, etc.
- Be based in Ogden City.
- PROJECT SUPPORT GRANTS must be matched with cash on at least a 1:1 ratio. Matching funds may be anticipated at time of application but must be received and obligated by the ending date of the grant as indicated in the application. In kind services and goods may not be used in the match.

- Applicants for PROJECT SUPPORT are limited to requests of no more than 25% of their project budget
- In addition to project budget information, applicants for PROJECT SUPPORT GRANTS must include in their application the organization's total estimated current fiscal year budget, showing all revenue and expenditures anticipated.
- Service must be performed within a period beginning July 1st, and ending by June 30th of the fiscal year. A request for an extension on the completion date for a project may be requested and will be granted at the sole discretion of Ogden City Arts.
- Applicants for PROJECT SUPPORT GRANTS must make two free admission tickets available to OGDEN CITY ARTS for on-site evaluations of program activity.
- Only completed applications will be reviewed. Applications submitted that are determined to be incomplete at the time of application may be ruled ineligible for funding.

REVIEW CRITERIA

The following criteria are considered during the review and approval process for applications in both categories:

- Artistic quality.
- Ability to administer and implement the project, including the development of a realistic budget.
- Projected income that reflects cash and in-kind match from a broad range of sources.
- Constituency served and number of people served through this project.
- Sound organizational planning and fiscal management.
- Community impact as evidenced by community support, public profile, types of programs, and services offered.
- Payment of professional fees to artists.
- Programs and services open to the public and not restricted to members only.
- Access for underserved and general populations (e.g., disabled, minority, senior, at risk youth, lower income, rehabilitative, etc.).
- Demonstration of professional community relations and support for artists and the arts community as it relates to this project.
- Completeness and clarity of application.

Major changes in scope, budget, or schedule must be submitted in writing and approved.

TAX EXEMPTION

As verification of tax exemption, GENERAL SUPPORT GRANT applicants must submit with their application a copy of their Internal Revenue Service letter granting 501(c)(3) federal tax exempt status or a Utah Non profit charter.

Non profit charter information:

Articles of Incorporation Nonprofit form:

<http://corporations.utah.gov/pdf/incnonprofit.pdf>

Fax/email cover sheet: <http://corporations.utah.gov/pdf/FaxCoverLetter.pdf>

Email address: corpucc@utah.gov

CONFIRMATION OF AWARD

Upon receipt of the OGDEN CITY ARTS notification of award, the grantee must confirm acceptance of the grant by returning the **Request for Release of the Grant Funds**.

PAYMENT OF GRANT FUNDS

50% of the grant award will be paid after receipt of the Request for Release of the Grant Funds and the Summary of Standards forms from the Grant recipient.

The final 50% payment will be made to all grantees upon completion of the project/season and receipt of the Final Report form at OGDEN CITY ARTS. Grantees should be aware that the final 50% payment will be available not less than two weeks following receipt of the Final Report form. In case of non-compliance with the conditions of the grant, OGDEN CITY ARTS reserves the right to refuse payment of the grant.

ON-SITE REVIEW

All grantees will be required to submit to OGDEN CITY ARTS the dates, times, and locations of their project or events. Every effort will be made by OGDEN CITY ARTS, Grants Committee, and staff members to evaluate grantees. Grantees will be requested to admit reviewers to their projects/ events free of charge.

DOCUMENTATION

The grantee shall give credit to OGDEN CITY CORPORATION in promotion, publicity, advertising, and programs. Copies of these materials should accompany the Evaluation Report form.

All grant recipients are required to document their projects and submit such documentation with their Final Report. Documentation should consist of photographs and/or video and a written description

FINAL REPORT

All grant recipients are required to submit a FINAL REPORT form to OGDEN CITY ARTS within thirty (30) days of project/season completion and no later than July 30, 2015. Grantees must request an extension in writing by June 30, 2015 if their projects have not been completed. **Please read through this form before initiating your project and create assessment tools that relate to it.** The form will be mailed to grantees with the notice of the grant award. Copies can also be requested from the Ogden City Arts.

INSURANCE

OGDEN CITY ARTS strongly encourages all applicants to pursue on their own some form of insurance coverage, both for project participants and for audience members, as a good business practice.

CANCELLATION

In cases where documents are not submitted in a timely manner, OGDEN CITY ARTS may, without notice, withhold or cancel grant funds. This includes the SUMMARY OF STANDARDS form and the FINAL REPORT form.

ACUMULATED DEFICIT

An organization that has sustained, increased, or failed to reduce an operating or capital budget deficit must demonstrate that it has made a significant effort to address this deficit. A deficit elimination plan, reviewed and approved by the organization's governing body, must accompany the application.

OGDEN CITY ARTS FUNDING LIMITATIONS

OGDEN CITY ARTS cannot fund:

1. Projects that do not demonstrate a broad base of funding from sources other than OGDEN CITY ARTS.
2. Projects completed prior to application date.
3. Travel or programming outside of Ogden.
4. Tuition for college/university study in the U. S. and abroad.
5. Deficits.

HOW TO APPLY

All applicants, but especially first-time applicants, are invited and strongly encouraged to contact the Arts Director of OGDEN CITY ARTS. Late applications will not be reviewed. For further information about the grants program, or if you have questions regarding preparation of your application, please call or write:

Diane Stern, Ogden City Arts Coordinator (801) 629-8719 dianestern@ogdencity.com

Robin McCaul, Associate Ogden City Arts Coordinator (801)629-8718 robinmccaul@ogdencity.com

Download application to your desktop, fill it out completely and email to arts@ogdencity.com or mail to: Ogden City Arts, 2549 Washington Boulevard, Suite 915 Ogden, Utah 84401 to arrive BEFORE the deadline.

PUBLIC HEARING

In compliance with Utah State Code 10-2-8, a public hearing must be conducted prior to awarding grant funds to selected applicants. Therefore, applicants may be requested to attend a public hearing that will be held in conjunction with an Ogden City Council meeting. A notice of date and time will be sent to all applicants at least two weeks prior to the hearing.

FAQs

Who evaluates the grants applications?

Applications are first reviewed by the Grants Committee, composed of OGDEN CITY ARTS ADVISORY COMMITTEE sub-members with a representative from the Community and Business Development office and a City Council member. Recommendations for funding are submitted to the full membership for final approval.

Those recommendations then go to the Ogden City Director of Community and Business Development for approval.

They then go to the City Council in a work session for their review and recommendations

Based upon City Council's advice, the awards are amended as necessary by the Ogden City Arts Advisory Committee and are presented in a public hearing held in conjunction with a normal City Council meeting. The hearing date will be determined by the Ogden City Council. Applicants will be notified of the public hearing two weeks prior and are encouraged to attend for input to the City Council and City Administration. However, attendance is not mandatory.

Does submitting additional printed materials with my application improve my chances for getting a grant?

No -- supplementary materials that are not specifically requested will not be mailed to the review committee.

When will the awards be announced and delivered to the successful grantees?

After the City Council has approved the awards, the successful grantees will be mailed a packet with a Letter of Agreement and a Request for Release of Funds form.



City Council Meeting COUNCIL STAFF REVIEW

REQUEST TO BE ON THE AGENDA – MR. LOUIS GASPER, DISCUSSING PEDICABS IN OGDEN CITY

Background

Mr. Gasper has requested to be on the agenda to discuss the issue of pedicabs on Ogden City. More specifically, Mr. Gasper would like to discuss the option of allowing an electronic assist mechanism, or E-kit, to be placed on pedicabs. The electronic assist helps pedicab drivers climb hills more easily and accelerate from a stop more quickly.

Pedicabs are currently allowed in Ogden City. The City created and passed an ordinance regulating pedicabs in 2008. A pedicab is defined in the Ogden City code as “a non-motorized vehicle propelled exclusively by human power through a belt, chain or gears, having two (2) or more wheels and constructed in such a manner as to engage in the business of carrying passengers for hire.” Mr. Gasper has obtained a business license for his pedicab business but would like to use cabs with the electronic assist mechanism. The current ordinance requires pedicabs to be propelled ‘exclusively by human power’ and would not allow the application of an electronic assist mechanism. Mr. Gasper, with his business Salt City Cycle Cab, has been operating in Salt Lake City for some time under a contractual agreement and is currently working with Salt Lake City to develop and adopt regulations for pedicabs. The current draft of Salt Lake City’s ordinance would allow an electronic assist.

Mr. Gasper has been in contact with several Ogden City staff members as well as Mayor Caldwell. Assistant City Attorney Mara Brown has done research on the issue and has been following Salt Lake City’s progress in developing its ordinance. In order to amend the ordinance as Mr. Gasper is requesting, either the City’s Administration or the City Council must sponsor the amendment.

Attachments

1. Ogden City Pedicab Ordinance (§5-16F-1)
2. Email correspondence from Mr. Gasper dated June 28, 2016
3. Excerpt from Salt City Cycle Cab website
(www.saltcitycyclecab.com)

Memos Prepared By:

Council Staff

Glenn Symes, 629-8164

ARTICLE F. PEDICABS

5-16F-1: DEFINITIONS:

CERTIFICATE: A certificate of public convenience and necessity issued by the mayor, or the mayor's designee, authorizing the holder thereof to conduct in Ogden City a business in the transportation of persons by pedicab pursuant to the provisions of this article.

DRIVER: An individual who drives a licensed pedicab whether as the holder, an employee of the holder, or as an independent contractor.

HOLDER: A person to whom a certificate of public convenience and necessity has been issued to conduct a business in the transportation of persons by pedicab in Ogden City.

PEDICAB: A nonmotorized vehicle propelled exclusively by human power through a belt, chain or gears, having two (2) or more wheels and constructed in such a manner as to engage in the business of carrying passengers for hire.

(Ord. 2008-51, 10-28-2008)

5-16F-2: NUMBER LIMITATION:

The mayor may limit the number of pedicabs that may be licensed to operate upon the streets of the city on the basis of public convenience, welfare and necessity, under the provisions of [article B of this chapter](#).

(Ord. 2008-51, 10-28-2008)

5-16F-3: LICENSE REQUIRED:

It is unlawful for any person, firm or corporation owning or having under its control any pedicab to operate the same or to suffer the same to be operated for public transportation upon the streets of the city unless a pedicab business license has been issued pursuant to the provisions of this article and is in full force and effect at the time of the operation upon the streets of the city as aforesaid. No license shall be issued for any such pedicab business except to a holder of a certificate as provided under [article B of this chapter](#).

(Ord. 2008-51, 10-28-2008)

5-16F-4: CERTIFICATE REQUIRED:

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No person shall operate, or permit to be operated for public transportation, a pedicab owned or controlled by him or her upon the streets of the city without having first obtained a certificate of public convenience and necessity, as provided under [article B of this chapter](#), authorizing the operation of a pedicab for public transportation.

(Ord. 2008-51, 10-28-2008)

5-16F-5: BUSINESS LICENSE APPLICATION AND QUALIFICATION REQUIREMENTS:

- A. Contents Of Application: Applications for pedicab business licenses shall be made on forms furnished by the city. The application must set forth the full name and address of the applicant, the number of pedicabs to be licensed under the business, and shall also contain such other information as the city may from time to time specify. It shall be unlawful to make any false statement on an application for any such license.
- B. Fee For License: The fees for pedicab business licenses shall be as established in [chapter 1, article B](#) of this title.
- C. Card Issuance; Contents: Upon payment of the necessary fees and the compliance with all other sections of this article, the business license coordinator shall issue to the holder a license card for each pedicab to be operated. The form and size of the card shall be prescribed by the business license coordinator and shall contain the name of the holder, together with any identification number or numbers, the date of issuance, and a statement to the effect that in case of any complaint, the chief of police and the holder shall be notified. The card shall be signed by the business license coordinator and shall be good for the license year of its issuance unless sooner revoked or suspended.

(Ord. 2008-51, 10-28-2008)

5-16F-6: PEDICAB DRIVER'S LICENSE REQUIRED:

It is unlawful for any person to drive a pedicab upon the streets of the city without first having obtained a pedicab driver's license as provided herein.

(Ord. 2008-51, 10-28-2008)

5-16F-7: APPROVAL PROCEDURE:

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- A. Licensing Requirements: Every person driving a licensed pedicab must have a pedicab driver's license. Each applicant for a pedicab driver's license must:
1. Be licensed by the Utah department of motor vehicles as an operator, and operate a pedicab under the same restrictions, if any, placed on the person's driver's license;
 2. Be of the age of eighteen (18) years or over;
 3. Be of sound physique, with good eyesight, and not subject to epilepsy, vertigo, heart trouble or any other infirmity of body or mind which might render him or her unfit for the safe operation of a public vehicle, taking into consideration any restrictions placed on the person's motor vehicle license;
 4. Be able to read and follow traffic signs, safely handle a pedicab in and among motorized vehicles in an urban setting, communicate with passengers, and have knowledge of Ogden geography and the designated service zone;
 5. Be a holder, or be employed by or under contract with a holder;
 6. Obtain from the Ogden police department a criminal background check and driver's license history. An individual is not eligible for a driver's license who has had a felony conviction, or a conviction for driving under the influence of alcohol or drugs, or any citations for reckless driving within three (3) years from the date of application;
 7. Fill out upon a blank form, to be provided by the chief of police, a statement giving the applicant's full name; residence; places of residence for five (5) years previous to date of application; age; height; color of eyes and hair; place of birth; whether the applicant has ever been arrested or convicted of a felony or misdemeanor; whether the applicant has ever been convicted for driving under the influence of alcohol or drugs or for reckless driving; whether the applicant has previously been a licensed driver or chauffeur and, if so, whether any such license has ever been revoked and for what cause; which statement shall be signed and sworn to by the applicant and filed with the chief of police as a permanent record. It shall be unlawful for the applicant to make any false statement on said form.
- B. Photographs: Each applicant for a driver's license must provide four (4) "passport style" photographs of the applicant, taken within the thirty (30) days preceding the filing of the application. Such photographs shall be taken at the Ogden police office, if available. One photograph shall be attached to the driver's license when issued, one shall be attached to the plastic badge, one shall be filed with the business license coordinator, and the fourth shall be retained by the chief of police. The photograph should be so attached to the license that it cannot be removed and another photograph substituted without detection. Each licensed driver shall, upon demand of any police officer or passenger, exhibit the driver's license for inspection. Where the application for a license is denied, three (3) copies of the photograph shall be returned to the applicant and one retained by the chief of police.
- C. Fee; Issuance; Term: The fee for a driver's license shall be as established in [chapter 1, article B](#) of this title. Upon payment of the fee and compliance with the other requirements therefor, the business license coordinator shall issue the applicant a driver's license and the badge required by this article. The driver's license shall expire two (2) years after date of issue. It shall be in such

form as to contain the photograph and signature of the licensee and a blank space upon which a record may be made of any arrest, revocation, suspension or serious complaint against the licensee. It shall be unlawful for any licensee to deface, remove or obliterate an official entry made upon the license.

D. Driver's Badge: There shall be delivered to each licensed driver a plastic badge of such form and style as the chief of police may prescribe, with the driver's picture, signature and license number thereon, which must, under penalty of the revocation of the license, be constantly and conspicuously displayed on the driver's cap or person when engaged as a pedicab driver. Such badge shall be nontransferable, and it shall be unlawful for any person to wear any such badge or one so similar as to deceive any person, unless the same has been regularly issued, as provided in this article, to the person wearing it.

E. License Denial, Suspension, Revocation:

1. Denials, suspensions or revocations shall be handled in accordance with the provisions of [chapter 1, article C](#) of this title, or its successor.
2. In addition to the grounds stated in [chapter 1, article C](#) of this title, the driver's license may be suspended or revoked for a violation of any of the provisions of this article, or for violation of any ordinance of the city or the state that involves a crime against the person or property of another. Any such suspension shall be noted on the license, together with a statement of the reasons thereof, and the driver shall thereupon be suspended or deprived of the driver's badge, the badge to be returned at the expiration of the period for which the license was suspended. A second suspension of any license shall revoke such license. No driver whose license has been revoked shall again be licensed as a driver for licensed public vehicles in the city except upon presentation of persons satisfactory to the mayor, or the mayor's designee.

(Ord. 2008-51, 10-28-2008)

5-16F-8: RECORDS MAINTAINED:

There shall be kept in the office of the business license coordinator a complete record of each license issued to a driver and of all renewals and revocations or suspensions thereof, which record shall be kept on file with the original application of the driver for a license.

(Ord. 2008-51, 10-28-2008)

5-16F-9: ROUTES DESIGNATED:

The city authorizes a holder to operate a pedicab business upon streets within the city according to streets, routes and restrictions authorized by the city's traffic engineer in coordination with the chief of police. The authorized routes shall be subject to amendment from time to time by the city. Pedicabs

are not permitted to operate on streets with a speed limit of forty (40) miles per hour or greater, except as necessary to access the intermodal transportation hub, or as may be required in emergency situations.

(Ord. 2008-51, 10-28-2008)

5-16F-10: RULES AND REGULATIONS:

- A. **Schedule Of Rates:** It shall be the duty of every holder to file with the business license coordinator a current schedule of rates to be charged per passenger, and no transportation shall be performed or service rendered except in conformity therewith. This section does not apply to fares for special tours, provided that the fare for the special tour is agreed upon between the passenger and the driver prior to the beginning of the tour.
- B. **Use Of Taxicab Stands:** Pedicabs may use existing taxicab stands as established by the city in the business district in section [10-3-2](#) of this code.
- C. **Use Of Sidewalks, Paths, And Trails:** Pedicabs may load and unload on sidewalks and may travel on sidewalks, paths, and trails within the designated route. While traveling on a sidewalk, path, or trail, the driver shall: 1) yield the right of way to any pedestrian; and 2) give an audible signal before overtaking and passing a pedestrian.
- D. **Driver To Remain Near Pedicab:** It is unlawful for any person, while engaged as a driver of a licensed pedicab, to leave the immediate vicinity of the pedicab except for the purpose of assisting passengers.
- E. **Occupant To Have Exclusive Use:** When a pedicab is engaged, the occupant shall have the exclusive right to the full and free use to the passenger compartment, and it is unlawful for the driver of the pedicab to solicit or carry additional passengers therein except with the consent of the passenger.
- F. **Most Direct Route Required:** Unless otherwise agreed to, any driver carrying passengers to a definite point shall take the most direct route possible that will carry the passenger safely and expeditiously to the desired destination.
- G. **Capacity:** The pedicab manufacturer's recommended capacity shall not be exceeded and passengers shall remain seated throughout the ride.

H. Maintenance:

1. **Maintenance Required:** The holder shall conduct weekly maintenance, cleaning, and inspections of each licensed pedicab to ensure that they are maintained in a clean, safe, and operable condition, and maintain an inspection record for each pedicab.
2. **Retention; Right Of Inspection:** The holder shall retain and preserve all inspection records in a safe and convenient place for a period of time covering at least the current calendar year and the calendar year immediately preceding the current calendar year. Inspection records shall be available for review by the chief of police, the city attorney and the mayor, or any of them, or any person designated by any of them.

I. **Inspection:** At a minimum, licensed pedicabs are required to display a highly visible "Slow Moving Vehicle" sign on the rear of each pedicab, and be equipped with turn signals, headlights, taillights, horns, reflectors, and hydraulic breaks. The chief of police may, in the chief's discretion, after the issuance of the license, conduct an inspection of any licensed pedicab. The business license coordinator shall refuse a license to, or if already issued, the mayor, or the mayor's designee, may revoke or suspend the license of, any pedicab found by the chief of police to be unfit or unsuited for public patronage. It is unlawful to operate or allow to be operated on the streets of the city any pedicab which fails to meet the minimum requirements specified in this subsection.

J. **Display Of License Card; Driver's License:** There shall be displayed within each licensed pedicab, within the plain view of any passenger, the pedicab license card, the driver's license card, the telephone number of the holder, and a statement that the chief of police and the holder are to be notified in case of any complaints.

(Ord. 2008-51, 10-28-2008)

5-16F-11: PROHIBITED ACTS:

A. **Permitting Unlicensed Or Illegal Operation:** It is unlawful for any holder or driver to permit such pedicab to be driven by any person who has not been licensed in the manner prescribed by law, to knowingly permit such pedicab to be used for unlawful purposes or knowingly to transport persons therein to places for such purposes, or to permit such pedicab to be operated in violation of any provisions of this article or any other ordinance or law of the city or the state.

B. **Soliciting Of Passengers; Obstruction Of Traffic:** Pedicab drivers may solicit passengers for hire by cruising the streets of the city, but it shall be unlawful for the driver of any pedicab to solicit passengers for hire or to invite or to call the attention of the public to the pedicab by word of mouth, signals, nods, whistles, shouts or other signs from the pedicab while traveling on the streets of the city. Nothing contained in this subsection shall be construed as prohibiting pedicabs from receiving or discharging passengers at public places of gatherings, such as theaters, hotels, public buildings, stadiums, transportation terminals, etc. Pedicab drivers shall at all times drive their pedicabs so as not to constrict, congest or interfere with the normal flow of traffic in any

manner whatsoever.

(Ord. 2008-51, 10-28-2008)

5-16F-12: SUSPENSION, REVOCATION OR DENIAL:

Denials, suspension or revocations of any license under this article shall be handled in accordance with the provisions of [chapter 1, article C](#) of this title. The denial, suspension or revocation of any certificate of public convenience and necessity shall be handled in accordance with [article B of this chapter](#).

(Ord. 2008-51, 10-28-2008)

From: Louis Alexander Gasper [<mailto:saltcitycyclecab@gmail.com>]
Sent: Tuesday, June 28, 2016 11:52 AM
To: Cook, Bill <BillCook@ogdencity.com>
Cc: Weloth, Cindy <CindyWeloth@ogdencity.com>
Subject: Pedicab Ordinance Amendment

To the Executive Director of Council,

I would like to propose an amendment be made to the pedicab ordinance in the city of Ogden. I own a company which is about to start business in Ogden City, and we have four pedicabs in the geiger building that are eager to ride.

We have grown accustomed to pedicabs which are outfitted with e-kits and we wish to request that the ordinance be amended to allow this.

Having e-kits equates to much more than just flattening a hill. It means that we can use a battery source to power other devices, such as stereo speakers and bluetooth sound systems, as well as horns and high lumen headlamps.

I would formally like to have the pedicab ordinance which would govern my company's activities and use of motors, to allow the use of electric based, and strictly electric based (no gas burning/oil consuming motors allowed). And I would like to submit the specs to the council for review, as I have done with the business licensing division.

I look forward to further communicate with your council, and I also look forward to bringing the issue to the mayor's attention, should the mayor's office conclude that e-kits are a useful and beneficial aspect to the pedicab industry.

Very truly yours,
Louis A. Gasper
Owner- Salt City Cycle Cab LLC



Select Page



We are Salt City Cycle Cab.

Our company is dedicated to delivering a revolutionary method of transporting the masses around the bustling city of Salt Lake.

Louis Gasper has been riding pedicabs for years and is a dedicated life-long rider. Pedicabs have a way of changing the world and Louis plans on expanding Salt City Cycle Cab to the point of true saturation in the City of Salt Lake. Why? Well there is no reason to continue the use of oversized vehicles and carbon fuel engines to move the citizens of the Salt Lake Valley. Louis Gasper started Salt City Cycle Cab in October of 2013 with only 2 pedicabs. Since then, the company has grown Exponentially to 16 cabs. As of January 2015 Louis Gasper, Paul Overall, Jo Khan, Travis Gray, Esleie Barlow, Matt Spicer, and James Taylor will be forming a syndicated company of multiple owners and over 50 riders!

We ride because we care.

We see the dirty air and we care about our mutual health as a planet. It's easy to forget, in the comfort of the fast paced engines, that we are stewards of the planet and are responsible for the care taking of our home. We ride a long road to change the outcome of our generation's impact. We ride because we can't do it all, but we can try.

Not everybody can operate a pedicab. It is a job which requires a great deal of maturity, physical strength, street smarts, and an intimate knowledge of the city's layout. Our riders are a tightly knit group of friends and we all work together to help make our company the most sought after pedicab company in Salt Lake City.

A little about our cabs:

We ride in ALL weather. Rain, snow, wind, or hellfire will not keep us off the streets. We sport sophisticated Mainstreet Pedicabs which are outfitted with all weather canopies and

rainshields. Never get wet, never be cold, and never miss out on a pedicab ride just because of a little weather. Now you see US!!! Now you hear us!!! We outfit our cabs with brilliant LED under glow lights to improve visibility and beauty of our cabs. We rock 200watt sound systems for your enjoyment; just ask your cabby what you'd like to hear and it will be done. A wireless bluetooth amp is all we need to let you hear your favorite artist while on the go.

Our Drivetrains:

Yes, human power is the wonderful attribute that moves our fares around the city. Salt Lake, is however, built on the foothill of the Wasatch front. Within the city limits there are many steep hills that exceed 12% grades. For this reason, as well as our desire to not impede traffic, we have installed electric motor assist technology on our pedicabs! It's exciting. Motorized pedicabs offer a unique solution to transportation needs within a 30 mile radius. (That's how long we can usually ride before a recharge). When charged with solar power, and used in combination with a Human Pedal Power we get a completely emissions free form of transportation! Why Lithium? Lithium Ferrum Phosphate (LiFePO4) is an extremely efficient battery chemistry. Non-toxic, light weight, and close to 10 times longer lasting than most batteries available on the market; LiFePo4 is the up and coming battery chemistry used in Electric Vehicles... And our pedicabs are EV's as well!

contact

Name

Email Address

Message

6 + 10 =

Submit

call us! (435) 252-0513



COPIED TO

AUG 04 2016

OGDEN CITY COUNCIL

Office of the Mayor
Mike Caldwell

July 29, 2016

Chair Marcia L. White and
Members of the Ogden City Council
2549 Washington Boulevard
Ogden, UT 84401

Re: Advice and Consent Consideration of a Reappointment to the Ogden Parks and Recreation Advisory Committee

Chair White and City Council Members:

I respectfully recommend the following individual be reappointed to the Ogden Parks and Recreation Advisory Committee:

REAPPOINTMENTS

Sara Yearsley – 1212 North Lewis Peak Drive, Ogden, Utah – Ms. Yearsley would continue to serve and her term would expire March 30, 2019.

Your favorable consideration is appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Caldwell". The signature is fluid and cursive, with a large initial "M" and a long, sweeping tail.

Mike Caldwell
Mayor of Ogden

Ogden City Council Transmittal

Date: July 29, 2016
To: Ogden City Council
Through: Mark L. Johnson, Chief Administrative Officer
From: Lee Ann Peterson, City Recorder's Office
Re: Ogden Parks and Recreation Advisory Committee
Requested Timeline: As soon as can be scheduled

Background

The Ogden Parks and Recreation Advisory Committee is an advisory body to the City Council and Mayor on all matters concerning public recreation and parks. The Committee's purposes include:

- Recommending policies and advising the Council, Mayor and Public Services Director on problems of development and improvement of existing recreation areas, parks, facilities, programs and services
- Studying and making recommendations regarding the coordination and possible duplication of city recreation services with programs of other governmental agencies and volunteer organizations
- Working with the Planning Commission to develop and update a parks and recreation plan as part of the General Plan addressing development, location and methods of acquiring property for future recreation facilities and parks
- Recommending annual goals, objectives and strategies with their associated costs which the Council and Mayor may use for establishing an annual budget for City divisions responsible for parks and recreation functions
- Formulating and recommending a long range park and recreation Capital Improvement Program consistent with the parks and recreation plan

The Committee is comprised of nine voting members who serve three-year terms. The Committee also requires the Public Services Director and the Division Manager responsible for parks and recreation to be ex officio, non-voting members.

A request has been made for approval of a reappointment to the Committee. The recommended individual meets the requirements and qualifications outlined in the Municipal Code.

Recommendation

Approval of the requested reappointment to the Committee.

Documents

Attached are the appointment letter from Mayor Caldwell and information from the Public Services Department with the recommendation.

Peterson, Lee Ann

From: Bridge, Edd
Sent: Tuesday, July 19, 2016 11:41 AM
To: Peterson, Lee Ann
Subject: Fwd: Please forward to Lee Ann for Sara
Attachments: image001.png

Lee Ann,

We would like to reappoint Sara Yearsley for the Parks and Recreation Committee. She has become an Ogden Resident and is now eligible. Her new address is below for your records.

1212 N. Lewis Peak Dr., Ogden, UT 84404

Sincerely,

Audrey Cherry

Sr Office Assistant

Office: 801 629 8253





COPIED TO

AUG 08 2016

OGDEN CITY COUNCIL

Office of the Mayor
Mike Caldwell

July 8, 2016

Chair Marcia L. White and
Members of the Ogden City Council
2549 Washington Boulevard
Ogden, UT 84401

Re: Advice and Consent Consideration of Appointments and Position Changes to the Ogden Trails Network Committee

Chair White and City Council Members:

I respectfully recommend the following individuals be appointed/changed for the Ogden Trails Network Committee:

APPOINTMENTS

Shad Burnham – 1644 26th Street, Ogden, Utah – Mr. Burnham would be replacing Tim Peterson (representing the West of Monroe between 12th and 36th Streets area) who has resigned and does not wish to continue to serve. Mr. Burnham’s term would expire June 30, 2018.

Adam Corliss – 1076 Mount Orchard Drive, Pleasant View, Utah – Mr. Corliss would be replacing Ron Thornburg (representing an At-Large position) who has been moved to another position. Mr. Corliss’ term would expire June 30, 2018.

Aric Manning – 2457 North 575 East, North Ogden, Utah – Mr. Manning would be replacing Darren Giordano (representing an At-Large position) who has resigned and does not wish to continue to serve. Mr. Manning’s term would expire June 30, 2018.

Sunny Hayes – 1644 North 150 East, Layton, Utah – Ms. Hayes would be filling an At-Large vacant position. Ms. Hayes’ term would expire June 30, 2018.

Kevin Brown – 1537 26th Street, Ogden, Utah – Mr. Brown would be replacing Benjamin Sugar (representing an At-Large position) who has resigned and does not wish to continue to serve. Mr. Brown’s term would expire June 30, 2018.

POSITION CHANGES

Ron Thornburg would be filling the Weber Pathways position and his term would expire June 30, 2018.

Ben Chournos would be filling the North of 12th Street Area position and his term would expire June 30, 2018.

Mike Joseph (representing the East of Monroe, south of 12th Street area) has resigned and does not wish to continue to serve. There is no replacement at this time.

OTHER POSITIONS

Jerome Berg would continue to serve in the East of Monroe between 12th and 36th Streets.

David Owen would to serve in an At-Large position.

Sara Yearsley would continue to represent the Parks and Recreation Advisory Committee.

Your favorable consideration is appreciated.

Sincerely,

Mike Caldwell
Mayor of Ogden

Ogden City Council Transmittal

Date: July 8, 2016
To: Ogden City Council
Through: Mark L. Johnson, Chief Administrative Officer
From: Lee Ann Peterson, City Recorder's Office
Re: Ogden Trails Network Committee
Requested Timeline: As soon as can be scheduled

Background

The Ogden Trails Network Committee is an advisory body to the City Council and Mayor on all matters concerning the planning and development of the trails system with the City. The Committee looks at trail development location and development along the east bench, the Ogden and Weber Rivers and other connective trails; develops public information about trails; works with property owners to develop appropriate ways to maintain trail access; and implements trails and river parkway sections of the Ogden City General Plan.

The Committee is comprised of nine to fourteen members who serve three year terms, with membership to be comprised of:

- 1 member from the Weber Pathways organization
- 1 member from the Ogden City Parks and Recreation Advisory Committee
- 1 member from each of the following areas: north of 12th Street, west of Monroe Boulevard and south of 12th Street, east of Monroe Boulevard between 12th and 36th Streets, and east of Monroe Boulevard south of 36th Street
- Up to 5 members from either citizens of the City at large or from outside the City who are capable of representing beneficial interests
- 1 member (non-voting) from the Ogden City Planning Commission
- 1 member (non-voting) representing the U.S. Forest Service
- 1 member (non-voting) representing the Public Services Department

A request has been made for appointments and position changes to the Committee. The recommended individuals meet the requirements and qualifications outlined in the Municipal Code.

Recommendation

Approval of the requested appointments and position changes to the Committee.

Documents

Attached are the appointment letter from Mayor Caldwell and information from the Community and Economic Development Department with the recommendations.

MEMORANDUM

DATE: May 24, 2016

TO: Tom Christopulos, CED Director

FROM: Greg Montgomery, Planning Manager

RE: Recommended Members for the Ogden Trails Network Committee to Fill Vacancies or Positions they Represent

The existing Ogden Trails Network Committee has been appointed to serve their terms to June 30, 2018. The current membership status of the Ogden Trails Network Committee is as follows:

11 VOTING COMMITTEE MEMBERS:

1. Weber Pathways: Richard White
2. Parks and Recreation Committee: Sara Yearsley
3. North of 12th Street area: David Stuart
4. **West of Monroe Blvd and South of 12th Street: Ben Chournos (acting from an At-Large position)**
5. East of Monroe Blvd. between 12th and 36th Streets area, and Committee Chair: Jerome Berg
6. East of Monroe Blvd. and South of 36th Street: Mike Joseph
7. At-Large, and Committee Vice Chair: David Owen
8. At-Large: Ron Thornburg
9. At-Large: Darren Giordano
10. At-Large: Tim Peterson
11. At-Large: Ben Sugar

3 EX-OFFICIO MEMBERS:

12. Public Ways and Parks: Perry Huffaker
13. Planning Commission: Ross Patterson
14. U.S. Forest Service: Juan Barrientez

At this time the Ogden Trails Network Committee has had six (6) voting members request to resign from the Committee. These individuals are: Richard White, David Stuart, Mike Joseph, Darren Giordano, Tim Peterson, and Ben Sugar. Darren Giordano and Ben Sugar requested removal due to time constraints in their personal lives. The other four (4) members feel that others should be given an opportunity to serve on the Committee, but would still like to be heavily involved by serving on the Advisory/Mentorship Subcommittee, which falls under the Ogden Trails Network Committee.

The Ogden Trails Network Committee has six (6) vacancies that the committee would like to fill. The Committee has received five (5) applications for membership (highlighted in yellow below). It is recommended that Ron Thornburg be moved from an at-large position to fill Richard White's position as the representative of Weber Pathways. Ron is already a member of Weber Pathways and has received support from Weber Pathways to

fill Richard White's position on the Committee. It is also recommended that Ben Chournos be moved from an at-large position to fill David Stuart's position representing the area north of 12th Street, as Ben resides in this area.

The remaining positions that could be filled by the new applicants are the area west of Monroe Blvd. and south of 36th Street (only Shad Burnham could fill this position) and four (4) at-large positions. The at-large positions are outlined in ordinance 3-22-2, which looks for citizens both inside and outside the city "who are capable of representing interests determined by the mayor to benefit the committee in the performance of its powers and duties." Shad Burnham is the only one of these applicants that can represent the area west of Monroe Blvd. and south of 36th Street. Shad has been heavily involved with the committee over the past four (4) years. Shad has been a key representative for climbers along the trails and headed-up the major fundraising efforts of the Committee. Adam Corliss, Aric Manning, Sunny Hayes, and Kevin Brown have also been heavily involved with the Committee even though they are not members. Adam Corliss has been a key leader in the constructing of the new kiosks the Committee is making for all the trailheads. He has also shown initiative by providing service at the Committee events and fundraisers. Aric Manning has been a huge help in developing "swag" for the Committee to sale for fundraising and trail promotions. He is also the leader of the Trail-Runners group. Kevin Brown if the City Fire Marshall and actively uses the trails as a resident of Ogden City. Kevin has actively attended meetings and volunteered to help with fundraisers and trail events. Sunny Hayes is a Community Health Educator for the Weber-Morgan Health Department. She has played a key role in obtaining donations, scheduling trail events, serving at trail fundraisers and events, and actively participating in Committee meetings.

These recommended changes would still leave one (1) vacant position on the Committee, which is a member from the area east of Monroe Blvd. and south of 36th Street. The Committee is actively searching for a potential member from this area and hopes to fill this position in the near future.

A summary of the requested membership changes are as follows:

VOTING COMMITTEE MEMBERS:

1. Weber Pathways: Richard White replaced by **Ron Thornburg**
2. Parks and Recreation Committee: Sara Yearsley to remain
3. North of 12th Street area: ~~David Stuart~~ replaced by **Ben Chournos**
4. West of Monroe Blvd and South of 12th Street: **Shad Burnham**
5. East of Monroe Blvd. between 12th and 36th Streets area, and *Committee Chair:*
Jerome Berg
6. **East of Monroe Blvd. and South of 36th Street:** ~~Mike Joseph~~ no replacement at this time
7. At-Large, and *Committee Vice Chair:* David Owen
8. At-Large: ~~Ron Thornburg~~ replaced by **Adam Corliss**
9. At-Large: ~~Darren Giordano~~ replaced by **Aric Manning**
10. At-Large: ~~Tim Peterson~~ replaced by **Sunny Hayes**
11. At-Large: ~~Ben Sugar~~ replaced by **Kevin Brown**

Committee Member Recommendation Form

Committee Name: Ogden Trails Network

Name of Recommended Individual: Shad Burnham

Residential Address: 1644 26th St. (Front Climbing Club 225 20th Street)

Mailing Address (if different from residential address): _____

City: Ogden State: ut Zip Code: 84401

Contact Phone Number: 8013366932

Is this individual being recommended for reappointment? Yes No

Is this individual replacing another member? Yes No

If yes, whom? _____

Reason previous member is no longer serving:

Does this person meet the residency requirements for this committee?

Resident of Ogden City Resident of Weber County

Not a resident, but provides necessary expertise. *(Please provide more detail with the Biographical Information.)*

Does this person meet other specific requirements for this committee? Yes No N/A

(Please see Attachment A for a list of specific requirements.)

Does this person currently serve on any other committees? Yes No

If yes, which committee(s)?

Has this person served on any City committees in the past? Yes No

If yes, which committee(s) and when?

Committee Member Recommendation Form (cont.)

Biographical Information - Please include a short bio indicating reasons the individual is being recommended. You may include things such as education, work history, volunteer history, awards and honors, special interests and other information/qualifications pertinent to serving on the committee. *Do not attach a resume.*

Shad has been a non-voting member of the Ogden Trails Network for 4 years. During that time he has been a key player in the fundraising and development of the OTN. He formed strategic partnerships with The Front Climbing Club, Young Subaru, Enve, and many other long term financial and community partners. Shad has personally overseen over 1000 man hours of trail projects within the Ogden Trail system. Shad is an avid climber, biker, skier, and home renovator- based in Ogden.

Submitted by: Joseph Simpson, Ogden City Planning
Department Director Signature Approval: [Signature] Date: 6-20-16

Committee Member Recommendation Form

Committee Name: Ogden Trails Network

Name of Recommended Individual: Adam Corliss

Residential Address: 1076 Mount Orchard Dr.

Mailing Address (if different from residential address): _____

City: Pleasant View State: UT Zip Code: 84414

Contact Phone Number: 435-230-3021

Is this individual being recommended for reappointment? Yes No

Is this individual replacing another member? Yes No

If yes, whom? Ron Thornburg

Reason previous member is no longer serving: Ron Thornburg will remain a Committee Member. He is to be moved to the Weber Pathways representative position on the committee.

Does this person meet the residency requirements for this committee?

Resident of Ogden City Resident of Weber County

Not a resident, but provides necessary expertise. (Please provide more detail with the Biographical Information.)

Does this person meet other specific requirements for this committee? Yes No N/A

(Please see Attachment A for a list of specific requirements.)

Does this person currently serve on any other committees? Yes No

If yes, which committee(s)?

Has this person served on any City committees in the past? Yes No

If yes, which committee(s) and when?

Committee Member Recommendation Form (cont.)

Biographical Information - Please include a short bio indicating reasons the individual is being recommended. You may include things such as education, work history, volunteer history, awards and honors, special interests and other information/qualifications pertinent to serving on the committee. *Do not attach a resume.*

Adam is a business professional working for Orbital ATK with locations in Box Elder, Weber, and Salt Lake Counties. Professionally, he is a senior program manager with a great deal of experience in business development and engineering. He also currently serves as President of an employer-sponsored, grass roots all volunteer employee engagement organization (Club Hub) that emphasizes social connectedness and community service. Club Hub is an OTN sponsor and adopt-a-trail supporter, as well as financial contributor to Weber Pathways.

After hours, Adam is a regular user of the trail network and has introduced his extended family to the joys of using the system on a regular basis. As an ex-climber, ex-mtn. and road biker, current trail and road runner, current and avid baby/kid stroller walker, current skier and snow-shoer, and avid outdoorsman, Adam brings a wide range of viewpoints to help assist OTN in balancing the user group demands on the trail system. In a former life, Adam served on a trail cutting committee in Pennsylvania to help bring a new trail network to the local area.

Submitted by: Joseph Simpson, Ogden City Planning
Department Director Signature Approval: [Signature] Date: 6.20.14

Committee Member Recommendation Form

Committee Name: Ogden Trails Network (OTN)

Name of Recommended Individual: Aric W. Manning

Residential Address: 2457 N 575 E

Mailing Address (if different from residential address): _____

City: North Ogden State: UT Zip Code: 84414

Contact Phone Number: 801.675.2742

Is this individual being recommended for reappointment? Yes No

Is this individual replacing another member? Yes No

If yes, whom? Darren Giordano

Reason previous member is no longer serving: Darren had family and personal events arise in his life that prevent him from being a Committee Member.

Does this person meet the residency requirements for this committee?

Resident of Ogden City Resident of Weber County

Not a resident, but provides necessary expertise. *(Please provide more detail with the Biographical Information.)*

Does this person meet other specific requirements for this committee? Yes No N/A

(Please see Attachment A for a list of specific requirements.)

Does this person currently serve on any other committees? Yes No

If yes, which committee(s)?

Has this person served on any City committees in the past? Yes No

If yes, which committee(s) and when?

Committee Member Recommendation Form (cont.)

Biographical Information - Please include a short bio indicating reasons the individual is being recommended. You may include things such as education, work history, volunteer history, awards and honors, special interests and other information/qualifications pertinent to serving on the committee. *Do not attach a resume.*

My name is Aric W. Manning and I would love to be considered to be a committee member for the Ogden Trails Network. I have been an avid trail user and ambassador in Ogden for many years. I was lucky enough to get my start with Gib Wallace over 10 years ago. Since that time I have been a race director for the Northern Utah Trail Series and even started a Gib Wallace Memorial Trail run with his family's blessing. Through the series we wanted to showcase the trails and bring awareness to them along with proper trail etiquette while giving a percentage of the proceeds back to the trail system. I have also started the Happy Utah Mountain Runners here in Ogden- voted the #1 Trail Running Group in the world by Trail Runner Magazine in 2013. We are also involved in the Adopt-a-Trail program from 22nd street to 29th street. I have supported the OTN with help at events and finding donations through my contacts in the outdoor industry. I am beginning to launch a new company, TrailManners LLC, revolving around trail life while bringing a weekly podcast to help promote and educate. I worked for Smith Optics for over 12 years in various management roles from customer service to sales and marketing. During my time at Smith I was a member of the companies 401k committee. We were responsible for all decisions involving the 401k program for every employee. I have also served as a committee member for the Utah State Soccer Association which helped launch a country wide search to appoint a State coach for Utah.

My ties with Ogden are strong. I attended Weber State University and went back to coach the Men's Soccer Program for 4 years. I am happily married and feel fortunate I get to raise my 2 daughters in the community I love. I have been volunteering as long as I can remember here in Utah and most specifically the trail system. I have a great passion for the trails and mountains but even more importantly the community of Ogden. I feel I could be a valued member to the committee and would love an opportunity. Thank you for your consideration.

Submitted by: Joseph Simpson, Ogden City Planning

Department Director Signature Approval: [Signature] Date: 6-20-14

Committee Member Recommendation Form

Committee Name: Ogden Trails Network

Name of Recommended Individual: Sunny Hayes

Residential Address: 1644 North 150 East

Mailing Address (if different from residential address): _____

City: Layton State: UT Zip Code: 84041

Contact Phone Number: 801-399-7188

Is this individual being recommended for reappointment? Yes No

Is this individual replacing another member? Yes No

If yes, whom? Tim Peterson

Reason previous member is no longer serving: Tim would like to give others an opportunity to serve on the Committee, while he serves on the Advisory/Mentor Subcommittee.

Does this person meet the residency requirements for this committee?

Resident of Ogden City Resident of Weber County

Not a resident, but provides necessary expertise. (Please provide more detail with the Biographical Information.)

Does this person meet other specific requirements for this committee? Yes No N/A

(Please see Attachment A for a list of specific requirements.)

Does this person currently serve on any other committees? Yes No

If yes, which committee(s)?

Has this person served on any City committees in the past? Yes No

If yes, which committee(s) and when?

Committee Member Recommendation Form (cont.)

Biographical Information - Please include a short bio indicating reasons the individual is being recommended. You may include things such as education, work history, volunteer history, awards and honors, special interests and other information/qualifications pertinent to serving on the committee. *Do not attach a resume.*

Sunny Hayes is being recommended as an OTN Committee member due to her consistent meeting attendance since July 2015 as a Weber-Morgan Health Department (WMHD) Community Health Educator. Her responsibilities at WMHD include completing objectives with the Healthy Living through Environment, Policy and Improved Clinical Care (EPICC) program that was initiated to combat risk factors associated with chronic conditions such as diabetes mellitus, hypertension and obesity. Specifically, she seeks to strengthen community promotion of physical activity through signage, worksite policies, social support, and joint use agreements in communities and jurisdictions for Weber and Morgan Counties. She has supported two OTN free physical activity events, the Hof Volksmarch and the Spoke-tacular. The WMHD has adopted and worked 70.5 hours cleaning the Bluff Trail.

Prior to working at WMHD, Sunny was the Health Promotion Manager at Luke Air Force Base (AFB). There she was responsible for implementing health promotion programs and educating 26,000 Tricare Beneficiaries of which were approximately 4,500 Airmen, their families and retirees. Events included an annual local hike, the Warrior Run, the base Triathlon and the Hike Humphrey's Peak Competition. While at Luke AFB she was awarded the Category 2 Civilian of the Year for the 56 Medical Group.

Sunny has her Bachelors in Health Science as a Health Educator from TUI University and is a Nationally Certified Health Education Specialist.

Sunny is passionate about a body in motion and the free hiking/biking activities the Ogden trails offer to its residents and visitors. She is also passionate about working with the city to erect wayfinding signage to free physical activity such as the Ogden major trail heads.

Submitted by: 

Department Director Signature Approval:  Date: 6-20-18

Committee Member Recommendation Form

Committee Name: Ogden Trails Network

Name of Recommended Individual: Kevin Brown

Residential Address: 1537 26th Street

Mailing Address (if different from residential address): _____

City: Ogden State: Ut Zip Code: 84401

Contact Phone Number: 801-430-4135

Is this individual being recommended for reappointment? Yes No

Is this individual replacing another member? Yes No

If yes, whom? Ben Sugar

Reason previous member is no longer serving: Ben Sugar had personal time constraints that prevented him from serving on the Committee

Does this person meet the residency requirements for this committee?

Resident of Ogden City Resident of Weber County

Not a resident, but provides necessary expertise. (Please provide more detail with the Biographical Information.)

Does this person meet other specific requirements for this committee? Yes No N/A

(Please see Attachment A for a list of specific requirements.)

Does this person currently serve on any other committees? Yes No

If yes, which committee(s)?

Has this person served on any City committees in the past? Yes No

If yes, which committee(s) and when?

Committee Member Recommendation Form (cont.)

Biographical Information - Please include a short bio indicating reasons the individual is being recommended. You may include things such as education, work history, volunteer history, awards and honors, special interests and other information/qualifications pertinent to serving on the committee. *Do not attach a resume.*

I've enjoyed hiking, biking, accessing climbing and walking the dog (I always bag poop) for the last 15 years. I've worked for the fire department since 2005 and currently serve as the fire marshal. Prior to that I ski patrolled at Snowbasin and worked various jobs summers. I live with my wife and a houseful of teenagers (not sure how many).

Submitted by: Perry Huffaker, Parks and Public Ways
Department Director Signature Approval: [Signature] Date: June 29, 16



City Council Meeting COUNCIL STAFF REVIEW

VACATION OF A PORTION OF 25TH STREET BETWEEN A AVENUE AND D AVENUE IN WEST OGDEN

COUNCIL DETERMINATION:

Approve/not approve vacation

PLANNING COMMISSION

RECOMMENDATION: Approval of the vacation (7-0)

Executive Summary

The petitioner, James Starkey, submitted a petition to vacate 15 feet of the 25th Street right-of-way adjacent to the north side of his property located on the corner of D Avenue and 25th Street. The Planning Department has proposed an extension of the street vacation on 25th Street to the east from D Avenue to A Avenue. The proposal would vacate 14.5 feet of the right-of-way on 25th Street from D Avenue to B Avenue on the north side and 14.5 feet from D Avenue to A Avenue on the south side. The right-of-way between A Avenue and B Avenue on the north side of 25th Street had been vacated previously.

Background

The petitioner, Mr. Starkey, submitted a petition to vacate a portion of the 25th Street right-of-way adjacent to property he owns on the corner of 25th Street and D Avenue. Mr. Starkey has indicated that he wishes to build a home on the property and would need the additional lot area to accommodate proper setbacks for the construction of a home. In reviewing the petition, the Planning Department felt that a portion of the 25th Street right-of-way between D Avenue and A Avenue could be vacated as well. The proposal includes both the portion Mr. Starkey is requesting and the additional portion the Planning Department is including.

The width of the right-of-way for 25th Street between A Avenue and D Avenue is platted at 99 feet. This 99-foot width was a common dedication width when the plat for this area was approved. Right-of-way widths that size are still common but are generally reserved for larger collector-type roads. Twenty-fifth Street in this area is a neighborhood road and does not need to be this wide. Many times when widths are this size, adjacent property owners are unaware that a large portion of their yard is actually dedicated right-of-way. In this case, the dedication goes well into the yards of the adjacent property owners. Having larger than necessary right-of-way widths can impact things like setbacks for buildings. This has



City Council Meeting COUNCIL STAFF REVIEW

been the case here and is why the petitioner is requesting the street vacation.

July 26, 2016

The Council reviewed the proposed street vacation at the July 26, 2016 work session. No changes were made to the proposal at that work session.

Current Proposal The current proposal is to vacate 14.5 feet of right-of-way on the north side of 25th Street between D Avenue and B Avenue, and 14.5 feet of right-of-way on the south side of 25th Street between D Avenue and A Avenue. The portion of 25th Street between A Avenue and B Avenue on the north side was vacated in 1996. The resulting vacation would create a right-of-way width of 70 feet for 25th Street between D Avenue and A Avenue in west Ogden. The vacation would not change the existing width or design of the pavement or curb and gutter along this stretch of 25th Street.

Planning Commission

The proposal was reviewed by the Planning Commission at the June 1, 2016 meeting and a recommendation of approval was forwarded with a 7-0 vote. The Commission made its recommendation with the finding that good cause exists for the vacation, that neither the public nor any person will be materially injured, and that the proposal meets the intent of the provisions of the General Plan.

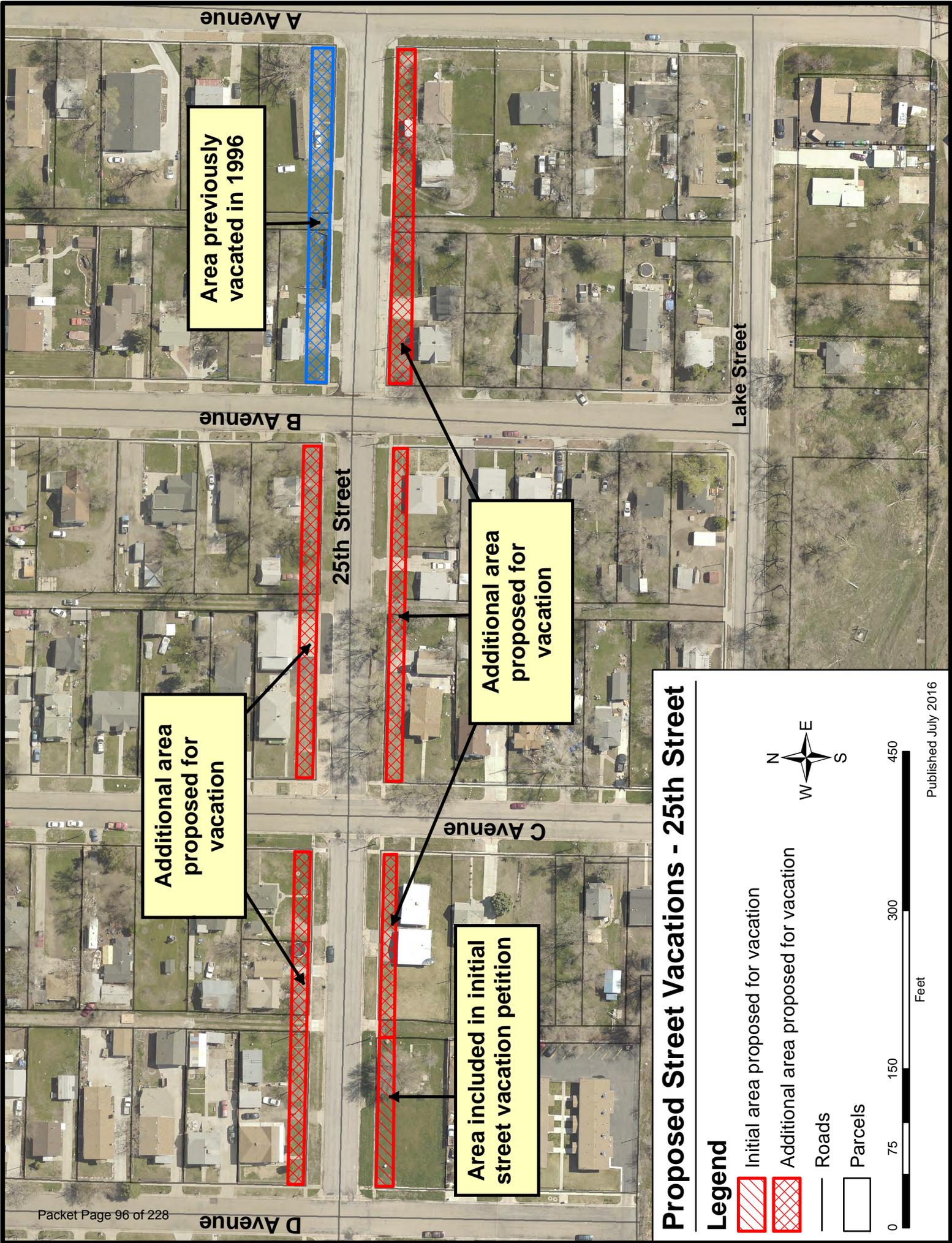
Public Comment

One comment was received at the Planning Commission meeting. Mr. Montole expressed concern about the vacation regarding an existing home. Planning Staff indicated that the vacation would alleviate the problem of the home being built into the right-of-way.

Attachments

1. Vicinity Map
2. Transmittal
3. Ordinance 2016-47
4. Planning Commission Report
5. Petition 2016-6

Memos Prepared By:	Administrative Contact:	Greg Montgomery, 629-8931
	Council Staff	Glenn Symes, 629-8164



A Avenue

B Avenue

25th Street

C Avenue

Lake Street

D Avenue

Area previously vacated in 1996

Additional area proposed for vacation

Additional area proposed for vacation

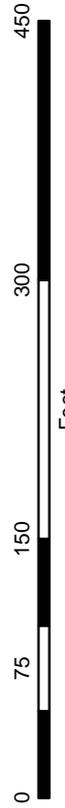
Area included in initial street vacation petition

Proposed Street Vacations - 25th Street

Legend

-  Initial area proposed for vacation
-  Additional area proposed for vacation

-  Roads
-  Parcels



Feet

Published July 2016

OGDEN CITY COUNCIL TRANSMITTAL

RECEIVED

JUN 28 2016

**OGDEN CITY
COUNCIL OFFICE**

DATE: June 8, 2016
TO: Ogden City Council
THRU: Mark Johnson, CAO
FROM: Tom Christopulos, CED Director
RE: Petition to vacate a portion of 25th Street near D Avenue.
STAFF CONTACT: Greg Montgomery, Planning Manager

REQUESTED TIMELINE: July 5, 2016

RECOMMENDATION: Approval to vacate a 14.5' section of each side of 25th Street from A Avenue to D Avenue.

DOCUMENTS: Ordinances, Planning Staff report.

DISCUSSION:

Staff explained that the petitioner desired to vacate a 140.5' x 15' section of land at his property located at 25th and D Avenue. His intention is to build his home on the property, and the vacation would allow for a traditional built home on the property while still meeting required setbacks. 25th Street is platted at 99' wide even though it is only 68' wide from back-of-sidewalk to back-of-sidewalk.

The neighborhood has been built on the assumption that property lines existed just behind the curb, as is typical in most other areas of the City. Because of this, most homes down the street do not meet required setbacks. Staff recommended that 14.5' be vacated on each side of 25th Street from A Avenue to D Avenue. Doing so would correct the setback issues of the existing homes and allow the petitioner to build a traditional home on his property, rather than place a manufactured home. The resulting 70' right-of-way would be sufficient for any projected traffic needs and already has all utilities, curbs, sidewalks, and landscaped park strips installed.

Staff also explained that no property owners would lose access to their properties with the proposed street vacation. Additionally, the proposal would meet the provisions of the General Plan to seek opportunities for vacations to accommodate residential infill projects. The West Ogden Community Plan encourages improved architecture and site design of residential properties. By vacating a portion of the right-of-way, the petitioner will be able to build a higher quality home while using the site in a more appropriate design.

PLANNING COMMISSION ACTION

The Planning Commission reviewed this item on June 1, 2016. A motion was made based on the findings that good cause exists for the vacation, neither the public interest nor any person will be materially injured by the vacation, and the proposed vacation meets the intent of the provisions in the General Plan to recommend approval of vacation 14.5' section of each side of 25th Street from A Avenue to D Avenue.

PLANNING COMMISSIONERS VOTE	<u>Yes</u>	<u>No</u>
Graf.....	X	
Herman.....	X	
Holman.....	X	
Chris.....	X	
Schade.....	X	
Southwick.....	X	
Blaisdale.....	X	

CONCERNS OF CITIZENS:

A Mr. Montole expressed concern regarding an existing home at the northwest corner of A Avenue and 25th which is built into the platted right-of-way. Staff responded that the proposed vacation would correct the situation by having that portion become private property.

ORDINANCE NO. 2016-47

AN ORDINANCE OF OGDEN CITY, UTAH VACATING A PORTION OF THE SOUTH SIDE OF 25TH STREET BETWEEN A AVENUE AND D AVENUE; VACATING A PORTION OF THE NORTH SIDE OF 25TH STREET BETWEEN B AVENUE AND D AVENUE; QUIT CLAIMING THE PROPERTY WITHIN THE VACATED PORTIONS OF SAID STREET TO THE ABUTTING PROPERTY OWNERS AS THEIR INTERESTS MAY APPEAR; RESERVING A RIGHT-OF-WAY FOR ALL UTILITIES THAT MAY NOW EXIST IN SAID PORTION OF SUCH STREET; DIRECTING THE CITY RECORDER TO RECORD THIS ORDINANCE IN THE OFFICE OF THE COUNTY RECORDER; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.

WHEREAS, there has been filed with the Council of Ogden City a petition requesting that a portion of 25th Street east of D Avenue be vacated;

WHEREAS, the petition was reviewed by the Ogden City Planning Commission, which recommended that the vacated portion extend from A Avenue to D Avenue and the petition be granted;

WHEREAS, after notice and public hearing as required by law, the City Council finds that good cause exists for such vacation and that neither the public interest nor any person will be materially injured if such petition is granted.

NOW, THEREFORE, the Council of Ogden City hereby ordains:

SECTION 1. That a portion of the South side of 25th Street between A Avenue and D Avenue as said street has heretofore been dedicated to Ogden City and the use of the public, is hereby closed to the public pursuant to law and the platting and/or dedication thereof is hereby vacated; reserving, however, an easement for any utilities presently existing in said portion of such street, which easements may be terminated if such utilities are relocated or removed. The portion of 25th Street hereby vacated and closed is more particularly described as follows:

A PART OF THE S.E. ¼, SECTION 30, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND PART OF THE WEST OGDEN ADDITION, BLOCKS 9, 10, AND 11: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 9 AND LOT 24 AND RUNNING THENCE NORTH 89° 02' WEST 1,056 FEET, THENCE NORTH 0° 58' EAST 14.5 FEET, THENCE SOUTH 89° 02' EAST 1,056 FEET, THENCE SOUTH 0° 58' WEST 14.5 FEET TO THE POINT OF BEGINNING; EXCLUDING THOSE PORTIONS WHERE 25TH STREET CROSSES B AND C AVENUES.

SECTION 2. That a portion of the North side of 25th Street between B Avenue and D Avenue as said street has heretofore been dedicated to Ogden City and the use of the public, is hereby closed to the public pursuant to law and the platting and/or dedication thereof is hereby vacated; reserving, however, an easement for any utilities presently existing in said portion of such street, which easements may be terminated if such utilities are relocated or removed. The portion of 25th Street hereby vacated and closed is more particularly described as follows:

A PART OF THE S.E. ¼, SECTION 30, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND PART OF THE WEST OGDEN ADDITION, BLOCKS 6 AND 7: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 7 AND LOT 13 AND RUNNING THENCE SOUTH 0° 58' WEST 14.5 FEET, THENCE NORTH 89° 02' WEST 693 FEET, THENCE NORTH 0° 58' EAST 14.5 FEET, THENCE SOUTH 89° 02' EAST 693 FEET TO THE POINT OF BEGINNING; EXCLUDING THOSE PORTIONS WHERE 25TH STREET CROSSES C AVENUE.

SECTION 3. Ogden City hereby relinquishes and quit claims to the abutting property owners, as their interests may appear, all of its right, title and interest in and to the land within said portions of 25th Street hereby closed and vacated; provided, however, that said vacation is subject to all utilities that may now exist in said vacated portions, including, but not limited to watermains, sanitary sewer mains, storm sewer lines, gas lines, electric lines, telephone lines and cable lines, said easement to provide full right of ingress and egress for maintenance, repairs or replacement of any and all such utility lines.

SECTION 4. The City Recorder of Ogden City is authorized and directed to cause a copy of this ordinance to be recorded in the office of the Weber County Recorder.

SECTION 5. 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

Report by Eric Daems

Agenda Name: **Petition to vacate a portion of 25th Street east of D Avenue.**

Petitioner/ Developer: **James H. Starkey**
5515 S. 2100 W
Roy, UT 84067

Petitioner/ Developer's requested action: Approval to vacate a 15' section of the south side of 25th Street extending 140.5' east from D Avenue.

Planning Staff's Recommended Action

Staff recommends *approval* to vacate a 14.5' section of each side of 25th Street extending from D Avenue to A Avenue, subject to the following:

1. All department Staff comments being addressed.

Planning Commission's determination for action

1. Good cause exists for the vacation.
2. Neither the public interest nor any person will be materially injured by the vacation.
3. The proposed vacation meets the intent of the provisions in the General Plan.

Vicinity Map



Project Summary

Property Address: 25th & D Avenue
Zone: R-1-5
District Plan: West Ogden
25th Street Right of Way Width: 99'
Dimensions of Proposed Street Vacation: 15' x 140.5'

Description of request

This petition is to vacate a 15' x 140.5' section of the south side of the 25th Street right-of-way to accommodate the construction of a single-family home on a property at the southeast corner of 25th Street and D Avenue. The right-of-way for 25th Street is platted at 99' wide. The petition would reduce it by 15' and have it end at the back of the existing sidewalks. This change would allow for a home to be built on the lot while meeting required setbacks.



What Planning Commission reviews

The ordinance requires that the Planning Commission review street vacations to ensure that: good cause exists for the vacation, neither the public interest nor any person will be materially injured by the vacation, and the proposed vacation meets the intent of the provisions in the General Plan.

The Planning Commission will be making a recommendation of action for the proposed street vacation. The City Council will then review the Planning Commission's recommendation and determine the final action for the proposed street vacation.

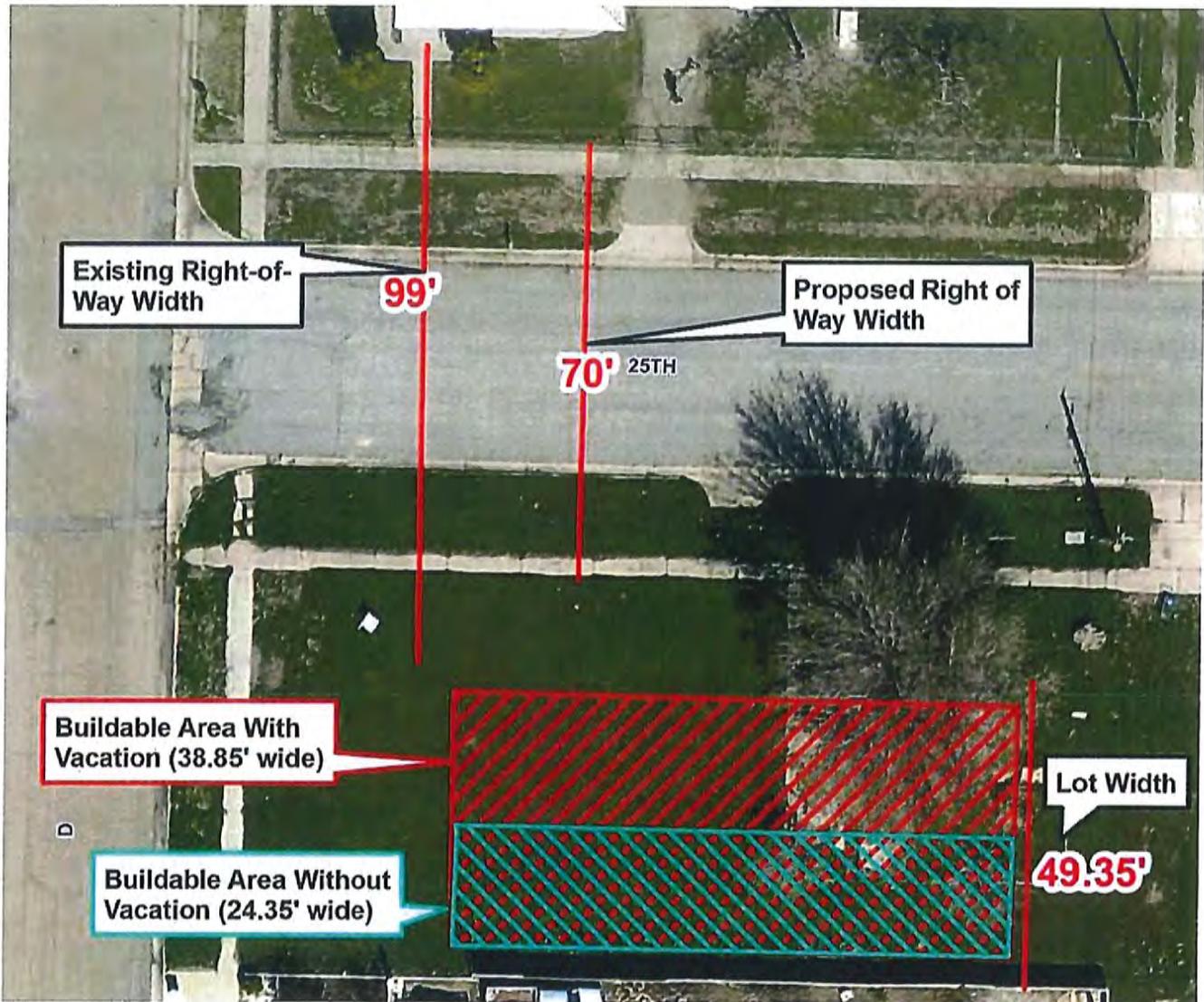
Factors for consideration of action

There are four key factors for consideration with this proposal:

1. Demonstration of good cause for the vacation

The primary reason for the petition to vacate a portion of the 25th Street right-of-way is to allow for a single-family home to be constructed on a lot at the southeast corner of 25th and D Avenue. The property is 49.35' wide. After the required setbacks are met, the lot would have a buildable width of 24.35'. Any home that could be built would be narrow and out of character with others in the area. Additionally, most of the properties from A Avenue to D Avenue on 25th do not meet required setbacks and were built with the assumption that property lines existed just behind the sidewalk. This vacation would allow the property owner to follow development patterns that have already been established for the street.

The petitioner is requesting that 15' be vacated from the south side of the street for the extension of his property. This would result the in the right-of-way for 25th being reduced from 99' wide to 84'. Staff feels a better solution would be to vacate a 14.5' section from each side of the street from A Avenue to D Avenue. This would leave a 70' right-of-way terminating 1' behind each sidewalk. For comparison, Ogden City typically requires a 60'-66' right-of-way for new right-of-way construction in a neighborhood setting like this. That width is sufficient to accommodate travel lanes, street-side parking, utilities, curb and gutter, landscaped parkstrips, and sidewalks.

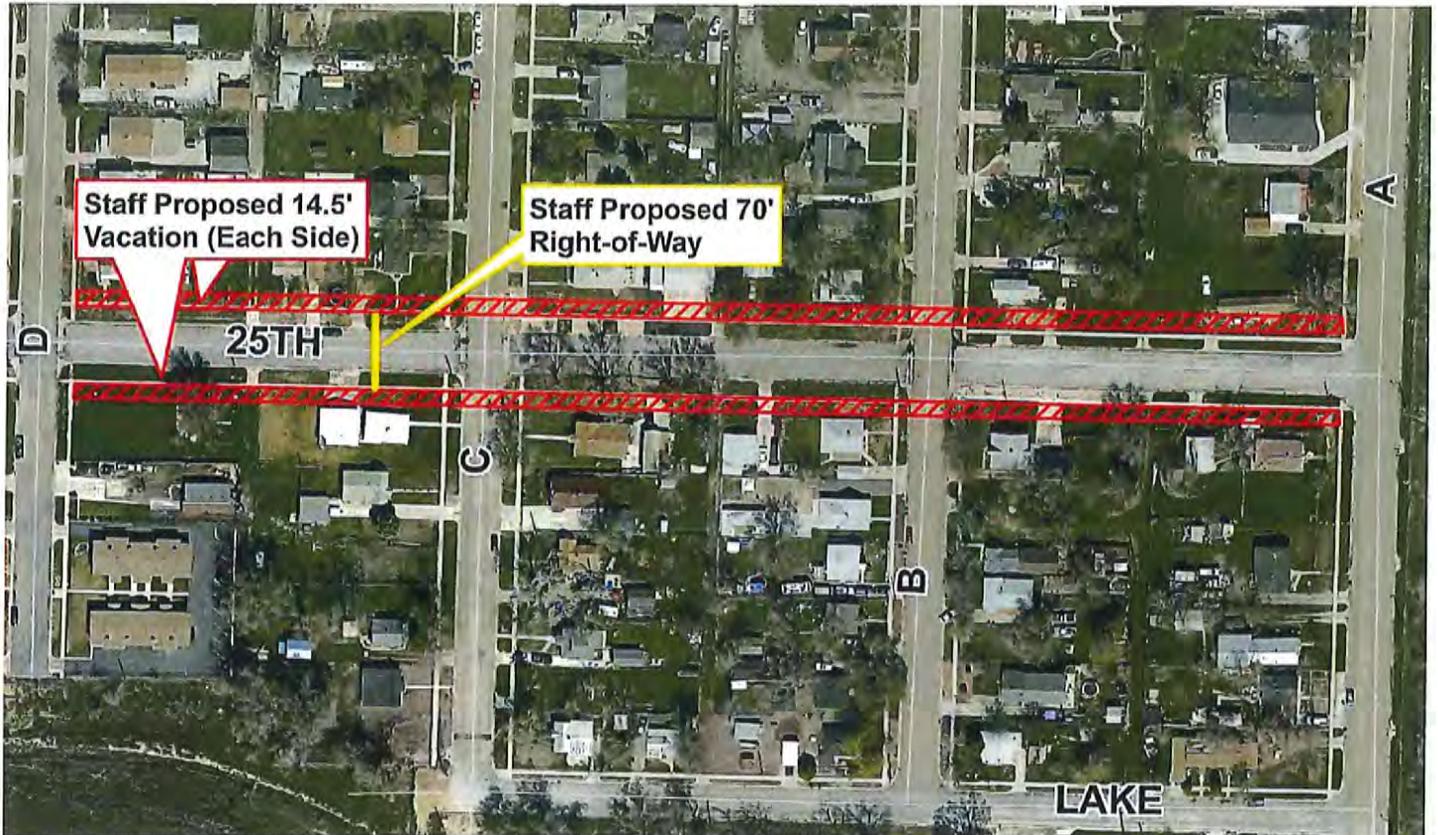


Another key consideration is that in West Ogden 25th Street is not a through street. The street connects from A Avenue to H Avenue but is terminated at 850 West to the West and Surge Simmons Park to the East. Since the potential for future connections is limited, it is important to consider the development patterns that exist or could occur. In this case, the development potential would be limited to a neighborhood scale and would likely never need to be serviced by a an arterial 99' right-of-way.

2. Public interest or any person will not be materially injured by the vacation

The primary public interest for a right-of-way is to provide a location for important public infrastructure such as roads, sidewalks, and utilities. Right-of-way widths can vary

depending on a variety of factors; however the primary factor is projected traffic volume. Wall Avenue, Washington Blvd, and other major corridors are 99' or right-of-ways or larger. Neighborhood right-of-ways tend to be between 50'-66'. Vacating 14.5' from each side of the right-of-way according to Staff recommendation will still leave a 70' right-of-way which will adequately protect the public interest. The primary consideration for personal material injury is determining if the proposed vacation will deny any property owners from accessing their property. The proposed vacation will not eliminate any individual's ability or right to access their property.



3. Provisions of the General Plan

There are two primary provisions to consider in the General Plan:

11.C Transportation- Review street grid patterns for potential closure or realignment, where deemed appropriate, for development of residential or commercial in-fill development.

The established right-of-way in this portion of town for 25th Street is 99' wide. Both sides of 25th Street are improved with curb, gutter, and sidewalk. Those existing amenities would suggest a right-of-way closer to 70' wide, which is closer to the typical neighborhood scale right-of-way. Most of the properties and setbacks were developed with the assumption of the sidewalk demarcating the property lines. Since the pattern has

been established and is appropriate for the scale of the neighborhood, Staff feels the vacation would be appropriate and allow for additional infill. Additional infill could occur as properties facing 25th Street would become deeper. This would allow for development to occur while still leaving room for necessary setbacks.

14.N.6.C West Ogden Community Plan/Land Use- Encourage residential developments that improve architecture and site design.

The proposed street vacation would create a wider buildable area that would allow for a traditionally built home. Without this vacation, the lot would only accommodate a narrow home or a double-wide modular home. By creating a situation that allows for a more traditionally proportioned home, the development will better incorporate and serve to improve the neighborhood.

4. Department Staff comments

All applicable City departments have reviewed the proposed proposal and have not made any objections to the street vacation as proposed by Staff. The Engineering Department however would prefer to see other methods, such as a variance, pursued as opposed to a street vacation in order to make the lots more developable.

Attachments

- 1. Petition**
- 2. Parcel Map**
- 3. Department Staff Comments**
- 4. Notices**



Petition to Vacate (Eliminate) a Right-of-Way

Ogden City Development Services
 2549 Washington Blvd. Suite 240
 Ogden, Utah 84401
 (801) 629-8985

Please print legibly and complete all areas:

Petitioner Information			
Name: <u>JAMES H. STARKEY</u>			
Address: <u>5575 S. 2100 W.</u>			
City: <u>Roy</u>	State: <u>UTAH</u>	Zip: <u>844067</u>	
Email: <u>STARKEYJAMES@Y100.COM</u>		Phone: <u>801-458-9872</u>	
Checklist			
<input type="checkbox"/> Current plat map, available at the Weber County Recorder's office, 2380 Washington Blvd. or on their website: http://www3.co.weber.ut.us/psearch/index.php			
<input type="checkbox"/> Highlight the portion of the right-of-way you want vacated on the plat map.			
<input type="checkbox"/> Once action is taken, a recordable plat with legal description must be submitted within 20 days			
<input type="checkbox"/> Name and address of each owner with property adjacent to the section of public right-of-way to be vacated, or with property that is accessed by or within 300 feet of said right-of-way.			
<input type="checkbox"/> Signature of each owner agreeing to the vacation			
<input type="checkbox"/> Title report disclosing how the affected section of right-of-way was acquired by the city or dedicated to public use			
<input type="checkbox"/> Pay \$175 <u>\$300</u> fee if all adjacent property owners' signatures have been obtained			
To the Council of Ogden City:			
The undersigned, being owners of property abutting upon <u>25th STREET, West Ogden</u> <small>(right-of-way)</small>			
which is a <input type="checkbox"/> Public Street / <input type="checkbox"/> Public Alley in Ogden City, Weber County, State of Utah, hereby petition your honorable body to close a portion or all of the <input type="checkbox"/> Public Street / <input type="checkbox"/> Public Alley, and to vacate the same and quit claim the lands embraced therein to the abutting property owners as their interests may appear.			
Dated this <u>13</u> day of <u>MAY</u> , 20 <u>16</u>			
Name (print)	Signature	Address	Phone
JAMES H. STARKEY	<i>[Signature]</i>	5575 S. 2100 W Roy	801-458-9872
	Property Address.	2502 D AVE. Og. Ut.	84401
Filed in office of City Recorder Petition No. <u>2016-6</u> By <u>James Starkey</u> Date <u>May 13, 2016</u> Fee <u>\$300.00</u> <small>City</small> <u>CL</u>			

PAID: 05-13-2016/01:11 PM
 002-00327596
 \$ 300.00

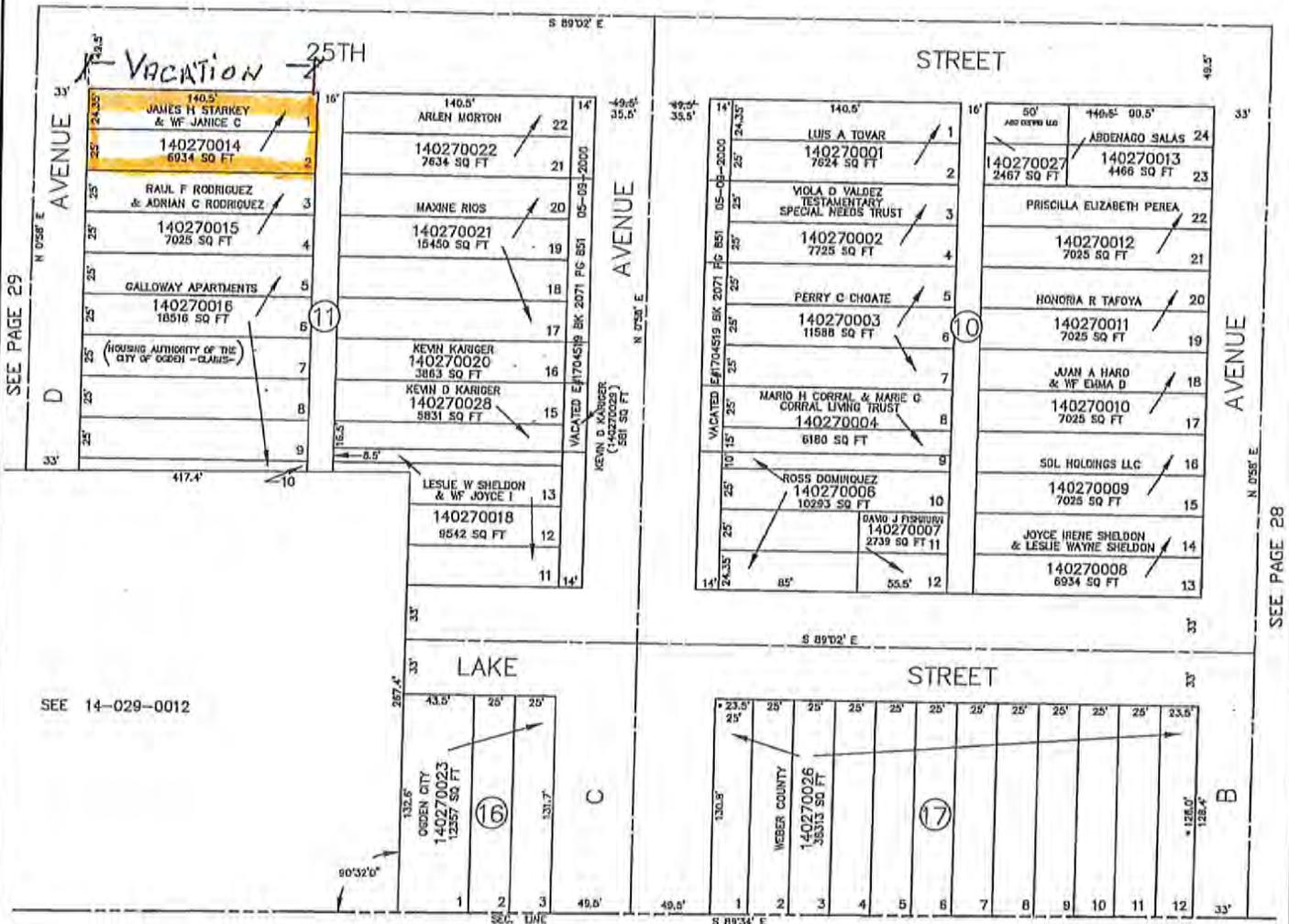
PART OF THE S.E. 1/4, SEC. 30, T.6N., R.1W., S.L.B. & M.
WEST OGDEN ADDITION
BLOCKS 10,11,16 & 17

27

TAXING UNIT: 25

IN OGDEN CITY
 SCALE 1" = 50'

SEE PAGE 25



SEE 14-029-0012

Filed in office of City Recorder

SEE PAGE 39

FOR COMPLETE ENG DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 6, PAGE 18 OF RECORDS.



City Council Meeting COUNCIL STAFF REVIEW

FY2017-2021 CAPITAL IMPROVEMENT PLAN (CIP) AMENDMENTS

COUNCIL DETERMINATION:

Approve/not approve CIP amendments

PLANNING COMMISSION

RECOMMENDATION: Approval of the amendments (7-0)

Executive Summary

The proposed amendments to the FY2017-2021 Capital Improvement Plan includes additions or clarifications to three projects. The projects include a new CIP brief for a downtown parking study, an expanded scope of work for the General Park Improvements project to include expansion of Mt. Lewis Park, and a new project brief for the reconstruction of the 46th Street Pump House.

Background

Capital investment decisions have been an important part of Ogden City government for more than 150 years. Construction of every water and sewer line, every City facility, and every roadway in the City was the result of a capital investment decision. Because these investments come with large price tags and because City resources are limited, the City Council must work with the Administration to prioritize and allocate the scarce public funds to capital projects.

CIP Process Objectives

The overall objectives for the CIP process are as follows:

- Develop a Plan that reflects the values of the City
- Ensure the Plan relates to the City's General Plan, including community plans, and adopted City policies
- Create an appropriate balance between capital improvements and operating budgets
- Provide opportunities for public input
- Adopt a CIP plan

In order to meet these objectives, the Council reviews and prioritizes potential capital projects prior to the annual budget process.

Five (5) Year Plan

The Capital Improvement Plan provides a projected schedule of capital improvements to be undertaken in the next budget year and within the following four (4) years. It contains projects that can be accomplished



City Council Meeting COUNCIL STAFF REVIEW

through one-year budget allocations as well as those which need to be spread over several years.

Planning Commission Review

The Planning Commission reviews the CIP to determine if the proposed capital improvements are consistent with the City's General Plan.

The CIP is to be submitted to the Planning Commission concurrent with submission to the City Council. The Planning Commission reviews the proposed plan and reports its determination to the City Council within forty-five (45) days of submission.

Funding Sources for Capital Projects

Funding sources for capital projects are as follows:

- General Fund
- Federal Funding
- State Funding
- B & C Road Funds
- Citizen Participation
- Enterprise Funds
- Bonds
- Other (RAMP, Special Improvement Districts, Etc.)

In addition, a portion of BDO lease revenue is used for capital projects.

Budget Guidelines

The following Budget Guideline relating to the CIP was adopted as part of the FY2016 budget:

***Capital Improvement Plan.** The Capital Improvement Plan (CIP) is to be submitted for Council review no later than November 1 of each year. The Mayor's priorities are to be submitted by November 1 as well. The Planning Commission's recommendations are to be provided to the Council within 45 days (December 15th) after the CIP is submitted to the Council. The Council expects to adopt the CIP by March 31st each year.*



City Council Meeting COUNCIL STAFF REVIEW

CIP Summary – Past and Current Plans

CIP PLAN YEARS	TOTAL PROPOSED FOR FIVE-YEAR PLAN	CIP TOTAL FOR FIRST FISCAL YEAR	GENERAL FUND TOTAL FOR FIRST FISCAL YEAR	TOTAL GENERAL FUND APPROVED IN BUDGET FOR FIRST FISCAL YEAR
2017-2021	\$198.7 M	\$37.8 M	\$4.3 M	\$4.3 M
2016-2020	\$133.6 M	\$66.3 M	\$10.4 M	\$1.75 M
2015-2019	\$93.5 M	\$19.6 M	\$4.1 M	\$11.25 M
2014-2018	\$87.8 M	\$38.9 M	\$2.25 M	\$2.7 M
2013-2017	\$102.3 M	\$17 M	\$4.7 M	\$2.5 M
2012-2016	\$90.5 M	\$35.9 M	\$2.5 M	\$1.2 M

2017-2021 CIP PROCESS

November 2, 2015

The proposed FY2017-2021 CIP was provided to the Council office. The plan was also submitted to the Planning Commission for review and recommendation.

December 2, 2015

The Planning Commission reviewed the FY2017-2021 CIP. The plan was given a recommendation of approval with a vote of 6-0 with four projects recommended for exclusion from the plan.

December 8, 2015

The Council office received the Planning Commission's recommendation.

January 5, 2016 Work Session – Administrative Presentation

The Administration reviewed the proposed plan and highlighted their recommendations for funding.

January 19, 2016 Work Session – Council Staff Overview

Council staff reviewed the proposed plan and identified issues and concerns the Council could consider during the plan adoption process.



City Council Meeting COUNCIL STAFF REVIEW

February 2, 2016 Work Session – Specific Projects

Representatives from the Administration reviewed and discussed their department's projects and answered questions.

February 9, 2016 Work Session – Council Discussion

The Council prioritized the proposed FY2017 General Fund projects, and discussed final questions and changes in preparation for adoption of the plan.

February 23, 2016 City Council Meeting

The Council set a public hearing for March 15, 2016.

March 15, 2016 City Council Meeting

- The Council accepted public input on FY2017-2020 CIP
- The Council adopted the FY2017-2021 CIP with minor changes

June 1, 2016

The Planning Commission reviewed and provided a recommendation for the amendments to the Council.

August 9, 2016

The Council reviewed the proposed amendments at the work session on August 9, 2016. No changes were made to the proposal as a result of the discussion.

Current Proposal The current proposal is to amend the FY2017-2021 CIP to add or clarify the following three projects.

CD079 – Parking Analysis Study

Funding for this project was initially included in the proposed FY2017 budget as a potential study item; however, now that the project has been identified more clearly, funding for this study has been moved to a separate line item within the CIP account. The amendment would add a CIP brief to the FY2017-2021 CIP to clarify how the proposed \$85,000 would be used.

PK124 – General Park Improvements

This project amendment includes an expanded scope of work to include improvements at Mt. Lewis Park in conjunction with the demolition of Edison Elementary. The approved FY2017-2021 CIP included funding in FY2017 for \$151,500. However, in the adopted FY2017 budget, an additional \$300,000 was included to account for the expanded scope. The proposed amendment to the CIP includes the expanded scope of work.



City Council Meeting COUNCIL STAFF REVIEW

WU017 – 46th Street Pump House Reconstruction

This project is proposed to be added to the FY2017-2021 CIP as it was not included initially. The proposed project is still in the study phase; however, \$1,500,000 was included in the Water Utility Enterprise fund in the FY2017 budget as part of the bond proceeds to fund this project. The proposed amendment would provide the CIP brief for the project and would add it to the FY2017-2021 CIP.

Planning Commission Review

The Planning Commission reviewed the proposed amendments at the June 1, 2016 meeting and forwarded a recommendation of approval with a 7-0 vote. The Commission made its recommendation with the finding that proposed amendments are consistent with the General Plan.

Public Comments

No public comment was received at the meeting.

Attachment

1. Transmittal
2. Ordinance 2016-48
3. Planning Commission Report
4. CIP Briefs

Memos Prepared By: Council Staff - Glenn Symes, 629-8164

OGDEN CITY COUNCIL TRANSMITTAL

DATE: June 2, 2016

TO: Ogden City Council

THRU: Mark Johnson, CAO

FROM: Tom Christopulos, CED Director *TC*

RE: Consideration of Amendment to 2017-2021 Capital Improvement Plan.

STAFF CONTACT: Greg Montgomery, Planning Manager

REQUESTED TIMELINE: July 5, 2016

RECOMMENDATION: Approval of the CIP amendment to add CD079, PK124 and WU071

DOCUMENTS: Ordinances, Planning Staff report.

RECEIVED
JUN 14 2016
 OGDEN CITY
 COUNCIL OFFICE

DISCUSSION:

Staff explained that three projects are proposed to be added to the CIP plan that was reviewed in December of 2015. The revisions have come about for different reasons. One is to fund consultant work for downtown parking, another to add the Ron Clare park area expansion given the demolition of the school next to the park and the third is to improve the 46th Street pump house as other projects are taking place which would help solve a potential need in improving services.

Staff noted that all three projects are consistent with the general plan which is the reason the Commission reviews the CIP projects.

PLANNING COMMISSION ACTION

The Planning Commission reviewed this item on June 1, 2016 A motion was made based on the findings the proposed amendments are consistent with the general plan to recommend approval of the amendment to the 2017-2021 CIP amendment by adding the three proposed projects.

PLANNING COMMISSIONERS VOTE	<u>Yes</u>	<u>No</u>
Blaisdel.....	X	
Chris.....	X	
Graf.....	X	
Herman.....	X	
Holman.....	X	
Schade.....	X	
Southwick.....	X	

CONCERNS OF CITIZENS:

None expressed concern.

ORDINANCE NO. 2016-48

AN ORDINANCE OF OGDEN CITY AMENDING THE FY 2017-2021 CAPITAL IMPROVEMENT PLAN BY ADDING PROJECTS CD079, PARKING STUDY; PK124, PARK IMPROVEMENTS; AND WU071, 46TH STREET PUMP HOUSE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.

WHEREAS, the Council of Ogden City has previously approved a Capital Improvement Plan (CIP) for Fiscal Year (FY) 2017 through FY 2021 by adopting ordinance 2016-11; and

WHEREAS, several capital projects have been proposed as additions to the FY 2017 to 2021 CIP to allow for a parking study, park improvements and a 46th Street pump house; and

WHEREAS, the proposed modifications will require formal action to allocate the necessary funds, which shall be addressed in a separate ordinance associated with the city's annual budget; and

WHEREAS, the planning commission has reviewed the proposed projects and has determined that the projects are consistent with the general plan; and

WHEREAS, after due consideration, the Council of Ogden City has approved the proposed modifications as described herein.

NOW THEREFORE, the Council of Ogden City hereby ordains:

SECTION 1. Adjustment to the CIP Plan for FY 2017-2021. The Capital Improvement Plan for Fiscal Years 2017 to 2021, as previously approved and adopted by the City Council, is hereby amended by adding project number CD079 for a parking study, project number PK124 for park improvements at Mt. Lewis Park and project number WU071 for a 46th Street pump house to the FY 2017-2021 plan, with copies of the new project briefs on file in the City Recorder's Office.

SECTION 2. Effective date. This ordinance shall become effective immediately upon posting after final passage.

Report by Greg Montgomery

Agenda Name: Consideration of Amendment to 2017-2021 Capital Improvement Plan

Petitioner/ Developer: Ogden City Administration
2549 Washington Blvd
Ogden, Utah 84401

Petitioner/ Developer's requested action: Approval of CIP amendments to add CD079, PK124 and WU071

Planning Staff's Recommended Action

Approval of the amendment to add CD079 (parking study), PK 124 (park improvements) and WU 071 (46th Street Pump House).

Planning Commission's determination for action

The proposed capital improvement plan amendments are/ are not consistent with the general plan of the city.

Description of request

Each year a capital improvement plan is developed. This plan is used to determine what projects will be funded in the next year's budget and to develop a five-year action plan for other projects which are needed but are not funded in the upcoming budget. If any major construction project is to be funded, it needs to be on the Capital Improvement Plan. Occasionally there will be amendments to the plan as a project comes up that was not anticipated.

During the plan process three projects were identified that were not included in the CIP that the Planning Commission reviewed in December of 2015. The projects that are requested to be added to the CIP are:

CD079- The Planning staff has been working on studies for the downtown parking for the future. It is clear that there will need to be some outside consultant work on best management practices for changing to the existing parking practices of how parking in the downtown works and how to finance additional parking areas. This project provides the opportunity to hire a consultant to help in the discussion which can then help in the already approved CD100 which discusses the need for new parking structures in various location in the downtown.

PK 124- This revision allows for additional money to make improvements to some of the existing parks. With the recent announcement of Edison school being removed and the area opening up for a larger park plus the efforts in the Lester Park redesign the ability to set aside money for those park improvements is important. This amendment adds those parks to the already approved project brief and raises the project amount from \$757,500 to \$1,056,000.

WU071-This is a new request also to address the aging 46th Street pump house. Many improvements have been made to the water line system but the pump house needs to be upgraded to make sure the system improvements are protected.

What Planning Commission reviews

The Planning Commission is required to review the proposed Capital Improvement Plan or any amendments for compliance with the general plan. No project is to be funded unless it is found in compliance with the CIP after the Commission finds the project is consistent with the general plan.

The Planning Commission's action and findings are then forwarded to the City Council for final action.

Factors for consideration of action

Compliance with the General Plan

All three items for consideration are constant with the general plan. Each takes items that are already in the CIP or the plan and expands upon it to fulfil the plans intent.

Attachments

1. CIP project briefs proposed as amendments
-



Ogden City Capital Improvement Plan Project Information Brief

Project Name: Parking Analysis Study	Project Number: CD079
Type of Project: Study	Date Prepared: 5 / 18 / 2016
Location: City-Wide	Planning Area: None
Map Location: City-Wide	Prepared by: Brandon Cooper

Project Priority: Necessary

Description and Justifications:
 The parking analysis study will be to outline the means in which we charge for parking, primary locations, and traffic management. We will be looking for primary security, what type of parking use (public curb side, private-limited use, or opportunistic), consumer choices, efficient utilization, design flexibility, prioritization, peak management, quality versus quantity, and a comprehensive analysis of cost and benefits. Strategies that may be considered are shared parking, public parking facilities, improved walkability, long term verses short term, and parking lot design. This project will be a coordination between multiple divisions including Economic Development, Planning, and Engineering.

How this project relates to adopted plans or policies:
 15.B.C.5.b. of the Central Business District community plan includes a vision objective to create a parking master plan to provide for more efficient use of land for parking in the downtown. 11.D.12 of the Ogden City General Plan encourages shared parking where appropriate and recommends effective, well-designed parking that utilizes effective signage and incorporates Crime Prevention through Environmental Design (CPTED) principles and standards that can improve the use, appearance and safety of parking in the City.

Consequences of deferring this project to later years:
 Ogden City won't be able to mitigate the parking congestion and that will start limiting downtown access, especially around the 25th Street corridor.

Current Status of project:
 Agreement is already in place. We need to determine and finalize the scope of analysis.

Project Schedule and Budget	Duration (Months)	Budget
Planning and Design		85,000
Land Acquisition		0
Site Improvements		0
Equipment/Furniture		0
1 % for Art		0
Total Expenditures		85,000
Fund: General (CIP Fund)		85,000
Fund: None ()		0
Fund: None ()		0
Fund: None ()		0
Total Resources		85,000
Other Resource that were explored:		
General Funds	Enterprise Funds	Special Improvement District
Revenue Bond	Other Dept Financing	Federal or State Grant Funds
Other		
Annual Operating Budget Impact (annual average for the first three years after construction)		Concerns or issues related to the operation and maintenance of this project:
Debt Service	0	
Personnel	0	
Operations/Maintenance	0	
Total	0	
Sources of Operating Funds:		



Ogden City Capital Improvement Plan Project Information Brief

Project Name: General Park Improvements	Project Number: PK124
Type of Project: Improvements / Renovations	Date Prepared: 8 / 7 / 2015
Location: City Wide	Planning Area: None
Map Location: City Wide	Prepared by: Perry Huffaker

Project Priority: Urgent

Description and Justifications:
 This project would include basic and general improvements to the facilities in our entire park systems city wide and updates to the major parks in the system. Priority parks are: Lester, 9th Street, Grandview, Rolling Hills, Marshall White, and Jaycee. Improvements include landscaping, restrooms, and pavilions. The East Central community plan identifies that Lester Park needs upgraded park facilities and lighting. Part of the Hillcrest-Bonneville plan noted that the park located at 9th and Liberty is lacking in amenities that make it usable to those who live nearby. The park lacks trees to shade picnic areas and also create curb appeal. Paths need to be installed from playground to pavilion and parking and the restroom needs improvement. The Horace Mann plan identifies the need to improve the Rolling Hills park so that it is more usable. The plan calls for trees, a basketball half-court, and a restroom facility to be added to the park. The Mt. Lewis community plan states "In light of the fitness issues facing our nation's youth, this community seized up on the slogan of 'Getting Families Active and Involved' as a principal recreational goal. This means getting children out and involved in activities in the parks. This feeling is that family-oriented recreational amenities should be added along with trees for shade and creation of small intimate spaces for family enjoyment." Ogden City has a unique opportunity to use the site of the vacated Edison Elementary School to expand Mt. Lewis park. The Ogden School District is planning to demolish the former school during FY2017 and will allow the City to use this property for additional park space. Plans include grading, expanding the sprinkler system, two additional soccer fields, and adding an updated restroom/pavilion for visitors to enjoy active time together as a family.

How this project relates to adopted plans or policies:
 With the vision and plan to make Ogden City a high adventure mecca, the need to improve existing outdoor facilities is becoming more important. Not only will upgrading the parks system help with the adventure vision, it will also help promote a healthy lifestyle for residents of Ogden and provide a fun family atmosphere to help strengthen the community. In addition, safe passageways need to be provided for the school children who pass by the parks by installing new sidewalks or renovating old sidewalks.

Consequences of deferring this project to later years:
 Increased costs due to the rising costs of materials, as well as continuing deterioration making the renovations more immense and costly.

Current Status of project:
 In planning and design. Requested funding of \$450,000 in FY2017 and \$151,500 annually thereafter.

Project Schedule and Budget	Duration (Months)	Budget
Planning and Design		0
Land Acquisition		0
Site Improvements		1,056,000
Equipment/Furniture		0
1 % for Art		0
Total Expenditures		1,056,000
Fund: General (CIP Funds)		1,056,000
Fund: None ()		0
Fund: None ()		0
Fund: None ()		0
Total Resources		1,056,000
Other Resource that were explored:		
General Funds	Enterprise Funds	Special Improvement District
Revenue Bond	Other Dept Financing	Federal or State Grant Funds
Other		
Annual Operating Budget Impact (annual average for the first three years after construction)		Concerns or issues related to the operation and maintenance of this project:
Debt Service	0	
Personnel	0	
Operations/Maintenance	0	
Total	0	
Sources of Operating Funds: 0		



Ogden City Capital Improvement Plan Project Information Brief

Project Name: 46th Street Pump House Reconstruction	Project Number: WU071
Type of Project: Reconstruction	Date Prepared: 5 / 16 / 2016
Location: 46th Street and Old Post Road	Planning Area: Southeast Ogden
Map Location: B-11-III	Prepared by: Kenton Moffett

Project Priority: Necessary

Description and Justifications:
 The 46th Street Pump House is the main source of water for the south portion of the City. The pump house feeds water to the 46th Street Reservoir site. This is the highest elevation of storage in Ogden City's system. The pump house itself was originally constructed in 1965. The pump house pumps against some of the highest pressures in the system.
 Additionally the pump house is ill equipped to fully utilize the 36th - 46th Transmission line. The current facility has about half the size needed to maximize potential flows heading to the north through this pipeline. Being able to utilize this function in an emergency would be necessary if the pipelines in the Canyon sustained damage.

How this project relates to adopted plans or policies:
 This facility was not addressed in the water master plan.

Consequences of deferring this project to later years:
 There is added risk from an older facility failure. The pump house is not large enough to fully utilize piping carrying water to the north. This is a redundancy that would be needed if pipelines in the Canyon sustained damage.

Current Status of project:
 Planning phase.

Project Schedule and Budget	Duration (Months)	Budget
Planning and Design	7	300,000
Land Acquisition		0
Site Improvements	7	1,200,000
Equipment/Furniture		0
1 % for Art		0
Total Expenditures		1,500,000
Fund: Enterprise (Water Utility)		1,500,000
Fund: None ()		0
Fund: None ()		0
Fund: None ()		0
Total Resources		1,500,000
Other Resource that were explored:		
General Funds	<input checked="" type="checkbox"/> Enterprise Funds	Special Improvement District
<input checked="" type="checkbox"/> Revenue Bond	Other Dept Financing	Federal or State Grant Funds
Other		
Annual Operating Budget Impact (annual average for the first three years after construction)	Concerns or issues related to the operation and maintenance of this project:	
Debt Service	0	
Personnel	0	
Operations/Maintenance	0	
Total	0	
Sources of Operating Funds:		



City Council Meeting COUNCIL STAFF REVIEW

MUNICIPAL BUILDING AUTHORITY

- *Authorizing a Rate Modification to Series 2006A MBA Bonds*
- *Authorizing Amendments to the Master Lease Agreement*
- *Authorizing Amendments to the Second Indenture of Trust*

DETERMINATION: **Adopt or Not Adopt Resolution**

Executive

Summary

The Council will consider a Resolution authorizing a rate modification to the Series 2006A MBA bonds, amendments to the Master Lease Agreement with Ogden City, and amendments to the Second Indentures of Trust. The City's financial advisors have estimated the rate modification will yield annual savings of approximately \$90,000.

Background

March 7, 2000

The Municipal Building Authority Board adopted Resolution 2000-1 authorizing and approving a Master Lease Agreement between the City and the Municipal Building Authority, and authorizing the issuance and sale of 2000A Lease Revenue Bonds Series and execution of all related documents and transactions. Bond proceeds were used to fund the construction of the Public Works Facility at 29th and Wall and demolition and site, parking and landscape improvements on the Municipal Block. The total principal amount of the bonds was \$3.68 million.

March 7, 2000

The City Council adopted Resolution 2000-8 authorizing and approving a Master Lease Agreement between the City and the Municipal Building Authority, and authorizing the issuance and sale of Series 2000A Lease Revenue Bonds and execution of all related documents and transactions.

April 25, 2006

The Municipal Building Authority Board adopted Resolution 2006-2 authorizing the refunding and the retirement of a portion of the outstanding Series 2000A Lease Revenue Bonds, authorizing an



City Council Meeting COUNCIL STAFF REVIEW

amendment to the Master Lease Agreement between the City and the Municipal Building Authority, and authorizing the execution of all related documents and transactions. The total principal amount of the bonds was \$2.685 million.

April 25, 2006

The City Council adopted Resolution 2006-10 authorizing the refunding and the retirement of a portion of the outstanding Lease Revenue Bonds Series 2000A, authorizing an amendment to the Master Lease Agreement between the City and the Municipal Building Authority, and authorizing the execution of all related documents and transactions.

June 28, 2016

The City Council Office received an Administrative Transmittal requesting that the Council adopt a Resolution authorizing a rate modification for the Series 2006A MBA Bonds and amendments to the Indenture of Trust and Master Lease Agreement. The Administration indicated the Council action date was required in order to negotiate the modified interest rate with JP Morgan. The matter was tentatively scheduled for consideration on August 16, 2016.

July 19, 2016

The Administration provided an updated Transmittal and final documents for consideration.

July 26, 2016

The Council held a work session to review and discuss the proposed rate modification for the Series 2006A MBA Bonds and amendments to the Indenture of Trust and Master Lease Agreement.

Proposal

The Administration is requesting that the Council adopt a Resolution authorizing a rate modification for the Series 2006A MBA Bonds and amendments to the Second Indenture of Trust and Master Lease Agreement. A portion of the bonds are callable and can be refunded for an economic savings. The City's financial advisors have estimated the annual savings to be approximately \$90,000.

Rate Modification



City Council Meeting COUNCIL STAFF REVIEW

The Administration is seeking a rate modification on the Series 2000A Bonds from the current rate of 4.65% to approximately 1.9%. Other pertinent information relating to the Series 2000A Bond is summarized as follows:

Original Par Amount:	\$2,865,000
Remaining Balance:	\$1,280,000
Final Maturity Date:	June 15, 2021
Security:	First Trust Deed Lien on Public Works Building
Reserve Fund Balance:	\$293,873.69
Original and Current Interest Rate:	4.35%
Project Refunding Interest Rate:	~ 1.90%
Estimated Total Annual Savings:	(Net of \$10,000 Cost of Issuance contribution): \$89,926.54
Estimated NPV Savings:	6.121%

The final refunding interest rate will be determined upon approval by the Municipal Building Authority and the City Council. Because this transaction involves a rate modification only, there are no publication, notification or contest period requirements.

Amendment to First Amendment to the Master Lease Agreement

The proposal from the Administration includes amending the First Amendment to the Master Lease Agreement by

- Deleting Section 4.2 relating to mandatory tender
- Allowing that the amendment may be executed in several counterparts.

All other terms and conditions of the Master Lease and the First Amendment to Master Lease will remain in full force and effect.

CS Note: Mandatory Tender is defined as the requirement that a bondholder surrender the security to the issuer or its agent for purchase.

Amendment to Second Supplemental Indenture of Trust



City Council Meeting COUNCIL STAFF REVIEW

The proposal from the Administration includes amending the Second Supplemental Indenture of Trust by

- Amending Section 2.2 to amend the interest rate to approximately 1.9% (final to be determined just prior to closing) and deleting the final two paragraphs
- Deleting Section 3.2 relating to mandatory tender
- Allowing that the amendment may be executed in several counterparts.

All other terms and conditions of the Master Lease and the First Amendment to Master Lease will remain in full force and effect.

Fiscal Impact

The Administration is proposing to pay the transaction costs of approximately \$10,000 from the Municipal Building Authority's existing funds. Note, however, that since all revenues of the MBA are derived from lease payments made by the City, the City would ultimately pay these costs.

If the refunding is not approved, the Municipal Building Authority (and through lease payments, the City) would need to pay off the callable portion of the bonds--the "mandatory tender" as determined by the bond documents--of \$986,126.31.

Attachment

Municipal Building Authority Resolution 2006-2 which includes

- Second Supplemental Indenture of Trust
- First Amendment to the Master Lease Agreement

Questions

1. Please review the proposal to seek a rate modification to existing 2006A MBA Bonds and the related amendments to the Master Lease Agreement and Second Indenture of Trust between the MBA and Ogden City.
2. Will budget amendments for the MBA and City be required to cover the transaction costs?

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

OGDEN CITY TRANSMITTAL

Date: July 15, 2016
To: Ogden City Council
From: Brandee Johnson, Treasurer *↳ acting*
RE: Proposed Refunding of Municipal Building Authority (MBA) of Ogden City, Utah -
- Series 2006 Bonds

Staff Contact: Brandee Johnson, Treasurer, ext. 8710
Recommendation: Adopt Resolution
Documents: - Resolution
- Amendment to Second Supplemental Indenture of Trust
- Second Amendment to Master Lease Agreement

Summary:

Original Par Amount:	\$2,865,000
Remaining Balance:	\$1,280,000
Final Maturity Date:	June 15, 2021
Security:	First Trust Deed Lien on Public Works Building
Reserve Fund Balance:	\$293,873.69
Original and Current Interest Rate:	4.35%
Projected Refunding Interest Rate:	~ 1.90%
Estimated Total Annual Savings:	(Net of \$10,000 Cost of Issuance contribution): \$89,926.54
Estimated NPV Savings:	6.121%

The bonds noted above are callable and can be refunded for an economic savings. Given the small amount outstanding and the short duration remaining on the debt, it is most advisable to seek first to negotiate a lower rate with the current bondholder, JP Morgan.

Contact has been made with JP Morgan and they are willing to adjust the interest rate on these bonds. A rate can be provided immediately upon the Building Authority and Ogden City take formal action to extend the transaction with J.P. Morgan with an interest rate modification. The timeline provided to J.P. Morgan was a council work session scheduled for July 26th and consideration of the resolution on August 16th. Based on the timeline provided, we understand the rate will be fixed on the morning of the 16th and we will seek to close shortly thereafter, likely on August 18th as no publication or contest period is required due to the fact that this does not constitute a reissuance of bonds.

The proposed resolution includes an interest rate modification and the elimination of the mandatory tender. All other provisions of the original bond documents remain the same.

Action Items:

Review and adopt resolution.

Fiscal Impact:

The bondholder of the Series 2006 Bonds has offered to reduce the interest rate and eliminate the mandatory tender provisions relating to the Series 2006 Bonds. It is desirable and beneficial to have a lower interest rate and eliminate the mandatory tender in order to achieve a debt service savings.

The Building Authority/City will need to pay for associated legal and advisory fees from cash on hand rather than borrow from a bond issue so that it would not constitute a refunding that would necessitate all new bond documents, parameters resolution, publication, etc. It is estimated that these fees would be approximately \$10,000 and have been netted out of the savings figures noted above.

If the refunding is not desirable, the Building Authority/City would need to make the mandatory tender amount of \$986,126.31.

Ogden, Utah

August 16, 2016

The City Council of Ogden City, Utah (the "City"), met in regular session on Tuesday, August 16, 2016 at the regular meeting place of the City Council at 2549 Washington Blvd, Ogden, Utah, at the hour of 6:00 p.m., with the following members of the City 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
Abbie Hufstetler	Deputy City Recorder

Absent:

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 City Council a Certificate of Compliance With Open Meeting Law with respect to this August 16, 2016 meeting, a copy of which is attached hereto as Exhibit A.

After due deliberation, the following Resolution was considered, fully discussed and, pursuant to motion made by _____ and seconded by _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair in open meeting and recorded in the official records of the City Council of Ogden, Utah. The resolution is as follows:

RESOLUTION 2016-21

A RESOLUTION OF THE CITY COUNCIL OF OGDEN CITY, UTAH AUTHORIZING AN INTEREST RATE MODIFICATION AND ELIMINATING THE MANDATORY TENDER IN THE MUNICIPAL BUILDING AUTHORITY OF OGDEN CITY, UTAH LEASE REVENUE REFUNDING BONDS, SERIES 2006; AUTHORIZING AMENDMENTS TO A SECOND SUPPLEMENTAL INDENTURE AND A FIRST AMENDMENT TO MASTER LEASE; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of (i) the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, the “Act”), and (ii) the General Indenture of Trust dated as of March 1, 2000 (the “General Indenture”), and the Second Supplemental Indenture of Trust dated as of April 1, 2006 (the “First Supplemental Indenture” and, together with the General Indenture, the “Indenture”), each by and between the Municipal Building Authority of Ogden City, Utah (the “Authority”) and Wells Fargo Bank, N.A., as trustee, the Authority has previously issued its Lease Revenue Refunding Bonds, Series 2006 (the “Series 2006 Bonds”); and

WHEREAS, the Series 2006 Bonds were issued to finance (i) costs associated with various improvements to the Ogden City, Utah (the “City”) public works facility and related improvements, and (ii) the demolition of existing buildings and construction of site, parking and landscaping (collectively, the “Series 2006 Project”); and

WHEREAS, the City has leased, as Lessee, on an annually renewable basis, the Series 2006 Project from the Authority, and the Authority has leased, as Lessor, the Series 2006 Project to the City under the terms and provisions set forth in the Master Lease Agreement, dated as of March 1, 2000 (the “Master Lease”) and a First Amendment to Master Lease Agreement Dated as of April 1, 2006 (the “First Amendment to Master Lease” and together with the Master Lease, the “Lease”); and

WHEREAS, the owner of 100% of the Series 2006 Bonds has offered to reduce the interest rate on the Series 2006 Bonds and to eliminate the mandatory tender provisions relating to the Series 2006 Bonds and the City Council considers it desirable and beneficial to the Authority and the City to authorize such interest rate modification and elimination of said mandatory tender (collectively, the “Rate Modification”) in order to achieve a debt service savings; and

WHEREAS, in order to accomplish the purposes set forth in the preceding recitals, the City Council desires to authorize (i) an amendment to the Second Supplemental Indenture (the “Indenture Amendment”) and (ii) an amendment to the First Amendment to Master Lease (the “Master Lease Amendment” and collectively with the Indenture Amendment, the “Amendments”), in substantially the forms attached hereto as Exhibits B and C.

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

Section 1. Terms defined in the foregoing recitals hereto shall have the same meaning when used in this Resolution.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the City Council and by the officers of the Authority directed toward the Rate Modification, are hereby ratified, approved and confirmed.

Section 3. The City Council hereby finds and determines that it is in the best interests of the City Council, the Authority and residents of the City for the Authority to proceed with the Rate Modification and the City Council hereby authorizes the Rate Modification and directs officers and staff of the City Council and the Authority to take all actions necessary in connection therewith.

Section 4. The Indenture Amendment and the Master Lease Amendment, in substantially the respective forms presented to this meeting and attached hereto as exhibits, are in all respects approved, authorized and confirmed, and the Mayor of the City or any Mayor pro tem in the absence of the Mayor (the "Mayor") is authorized to approve the final terms thereof and to execute and deliver the Master Lease Amendment in the form and with substantially the same content as attached hereto for and on behalf of the City. When authorized by the Governing Body of the Authority, the City hereby approves and authorizes the execution and delivery of the Indenture Amendment and the Master Lease Amendment by the Authority in substantially the forms presented to this meeting and attached hereto as exhibits for and on behalf of the Authority.

Section 5. The appropriate officers of the City and the Authority are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and are authorized to take all action necessary in conformity with the Act to effect the Rate Modification, including, without limitation, the execution and delivery of any other documents required to be delivered in connection therewith.

Section 6. 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.

APPROVED AND ADOPTED this August 16, 2016.

(SEAL)

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

PRESENTATION TO MAYOR

The foregoing resolution was presented by the City Council to the Mayor for his approval or disapproval this August 16, 2016.

Chair

MAYOR'S APPROVAL OR DISAPPROVAL

The foregoing resolution is hereby approved this August 16, 2016.

Mayor

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the agenda, the meeting was adjourned.

(SEAL)

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

I, Tracy Hansen, the duly appointed and qualified City Recorder of the City Council (the "City Council") of Ogden City, Utah (the "City"), do hereby certify according to the records of the City in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the City Council held on August 16, 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 August 16, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City Council, this August 16, 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 that I gave written public notice of the agenda, date, time and place of the special meeting held by the City Council of the City on August 16, 2016, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on August ____, 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 delivered to the Standard Examiner on August ____, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice 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.

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

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the City Council this 16th day of August, 2016.

City Recorder

(S E A L)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF INDENTURE AMENDMENT

[See Transcript Document No. 3]

AMENDMENT TO SECOND SUPPLEMENTAL INDENTURE OF TRUST

THIS AMENDMENT TO SECOND SUPPLEMENTAL INDENTURE OF TRUST, dated as of August 19, 2016 (the “Amendment”), by and between the Municipal Building Authority of Ogden City, Utah, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the “Authority”), and Wells Fargo Bank, N.A., a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having an office in Denver, Colorado (the “Trustee”).

WITNESSETH:

WHEREAS, pursuant to the provisions of (i) the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, the “Act”), and (ii) the General Indenture of Trust dated as of March 1, 2000 (the “General Indenture”), and the Second Supplemental Indenture of Trust dated as of April 1, 2006 (the “Second Supplemental Indenture” and, together with the General Indenture, the “Indenture”), each by and between the Authority and the Trustee, the Authority has previously issued its Lease Revenue Refunding Bonds, Series 2006 (the “Series 2006 Bonds”); and

WHEREAS, the Series 2006 Bonds were issued to finance (i) costs associated with various improvements to the Ogden City, Utah (the “City”) public works facility and related improvements, and (ii) the demolition of existing buildings and construction of site, parking and landscaping (collectively, the “Series 2006 Project”); and

WHEREAS, the City has leased, as Lessee, on an annually renewable basis, the Series 2006 Project from the Authority, and the Authority has leased, as Lessor, the Series 2006 Project to the City under the terms and provisions set forth in the Master Lease Agreement, dated as of March 1, 2000 (the “Master Lease”) and a First Amendment to Master Lease Agreement dated as of April 1, 2006 (the “First Amendment to Master Lease” and together with the Master Lease, the “Lease”); and

WHEREAS, the owner of 100% of the Series 2006 Bonds has offered to reduce the interest rate on the Series 2006 Bonds and to eliminate the mandatory tender provisions relating to the Series 2006 Bonds and the City and Authority consider it desirable and beneficial to the Authority and the City to authorize such interest rate modification and elimination of said mandatory tender in order to achieve a debt service savings; and

WHEREAS, in order to accomplish the purposes set forth in the preceding recitals, the City and the Authority have authorized this amendment to the Second Supplemental Indenture (the “Indenture Amendment”) and an amendment to the First

Amendment to Master Lease (the “Master Lease Amendment” and collectively with the Indenture Amendment, the “Amendments”).

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

AMENDMENT TO INDENTURE

Section 1.1 Amendment to Section 2.2. Section 2.2 of the Second Supplemental Indenture is hereby amended as follows:

Effective June 15, 2016, the interest rate in paragraph 3 is amended to []% per annum.

The final two paragraphs are deleted.

Section 1.2 Elimination of Section 3.2. Section 3.2 of the Second Supplemental Indenture is hereby deleted in its entirety.

Section 1.3 Counterparts. This Amendment 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 1.4 Indenture to Remain in Effect. Except as amended or supplemented hereby the Indenture shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the Trustee, with consent of the City and the Bondholder, has caused this Amendment to Second Supplemental Indenture of Trust to be executed as of the date first written above.

MUNICIPAL BUILDING AUTHORITY
OF OGDEN CITY, UTAH

(SEAL)

By: _____
Chair

COUNTERSIGN:

By: _____
Secretary-Treasurer

WELLS FARGO BANK, N.A.,
as Trustee

By: _____

Title: _____

EXHIBIT C

FORM OF MASTER LEASE AMENDMENT

[See Transcript Document No. 4]

SECOND AMENDMENT TO MASTER LEASE AGREEMENT

THIS SECOND AMENDMENT TO MASTER LEASE AGREEMENT, dated as of August 19, 2016 (the "Amendment"), by and between the Municipal Building Authority of Ogden City, Utah (the "Authority") as lessor hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as grantor under a General Indenture of trust of dated March 1, 2000 (the "General Indenture"), and Ogden City, Utah (the "City"), as lessee hereunder, a body corporate duly existing as such within the State under the Constitution and laws of the State of Utah.

WITNESSETH:

WHEREAS, pursuant to the provisions of (i) the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, the "Act"), and (ii) the General Indenture of Trust dated as of March 1, 2000 (the "General Indenture"), and the Second Supplemental Indenture of Trust dated as of April 1, 2006 (the "Second Supplemental Indenture" and, together with the General Indenture, the "Indenture"), each by and between the Authority and Wells Fargo Bank, N.A., as trustee, the Authority has previously issued its Lease Revenue Refunding Bonds, Series 2006 (the "Series 2006 Bonds"); and

WHEREAS, the Series 2006 Bonds were issued to finance (i) costs associated with various improvements to the City's public works facility and related improvements, and (ii) the demolition of existing buildings and construction of site, parking and landscaping (collectively, the "Series 2006 Project"); and

WHEREAS, the City has leased, as Lessee, on an annually renewable basis, the Series 2006 Project from the Authority, and the Authority has leased, as Lessor, the Series 2006 Project to the City under the terms and provisions set forth in the Master Lease Agreement, dated as of March 1, 2000 (the "Master Lease") and the First Amendment to Master Lease Agreement dated as of April 1, 2006 (together with the Master Lease, the "Lease"); and

WHEREAS, the owner of 100% of the Series 2006 Bonds has offered to reduce the interest rate on the Series 2006 Bonds and to eliminate the mandatory tender provisions relating to the Series 2006 Bonds and the City and the Authority consider it desirable and beneficial to the Authority and the City to authorize such interest rate modification and elimination of said mandatory tender in order to achieve a debt service savings; and

WHEREAS, in order to accomplish the purposes set forth in the preceding recitals, the City and the Authority have authorized an amendment to the Second Supplemental Indenture and this amendment to the First Amendment to Master Lease.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

AMENDMENT TO THE MASTER LEASE AGREEMENT

Section 1.1 Elimination of Section 4.2. Section 4.2 of the First Amendment to Master Lease is hereby deleted in its entirety.

Section 1.2 Amendment of Base Rental Payment Schedule. The Base Rental Payment Schedule set forth in Exhibit A to the First Amendment to Master Lease is amended to read as follows:

BASE RENTAL PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
November 30, 2016	-		
May 31, 2017	\$235,000.00		
November 30, 2017	-		
May 31, 2018	245,000.00		
November 30, 2018	-		
May 31, 2019	255,000.00		
November 30, 2019	-		
May 31, 2020	265,000.00		
November 30, 2020	-		
May 31, 2021	280,000.00		

Section 1.3 Counterparts. This Amendment 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 1.4 Master Lease to Remain in Effect. Except as amended or supplemented hereby the Master Lease and the First Amendment to Master Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the City, with consent of the Trustee, and the Bondholder, have caused this Amendment to be executed as of the date first written above.

MUNICIPAL BUILDING AUTHORITY
OF OGDEN CITY, UTAH

(SEAL)

By _____
Chair

ATTEST AND COUNTERSIGN:

By _____
Secretary

OGDEN CITY, UTAH

(SEAL)

By _____
Mayor

ATTEST AND COUNTERSIGN:

By _____
City Recorder



Redevelopment Agency Meeting BOARD STAFF REVIEW

SYNCHRONY BANK LINE OF CREDIT (\$5,000,000)

DETERMINATION: **Adopt or Not Adopt Resolution**

Executive

Summary

The Board will consider a Resolution authorizing the Agency to obtain a \$5M Line of Credit with Synchrony Bank. The funds will be used to facilitate development in the Quality Neighborhoods project area.

Background

August 17, 2004

The Ogden City Council adopted Resolution 2004-19 approving and authorizing the implementation of the East Central Revitalization Strategic Plan for Fiscal Year 2004-2005. The objectives of the Plan were as follows:

1. Restore the real estate market values so people can invest confidently.
2. Improve the visual appearance of properties for maximum market impact.
3. Provide flexible incentives for residents to achieve the desired market diversity.
4. Create expectations of quality of design and improved property maintenance.
5. Engage the residents in “ownership” of neighborhood improvement issues and solutions.

To accomplishing this objectives, the Community and Economic Development Department used the following programs and strategies:

1. Homesteads/Infill Housing Construction
2. Homeownership Incentives (Own-in Ogden)
3. Homeowner Rehabilitation Incentives (HOME Loans)
4. Rental Rehabilitation (Unit Reduction)
5. Neighborhood Matching Grants
6. Historic District Designation (Tax Credits)



Redevelopment Agency Meeting BOARD STAFF REVIEW

7. Public Improvements

These programs and strategies were funded with a combination of CDBG Funds, EDA grant funds, revolving loan funds, and various other non-profit and private funds. These programs are ongoing and continue to be utilized by the City.

November 24, 2015

The Redevelopment Agency Board passed Resolution 2015-21 adopting the Quality Neighborhood Initiative (Initiative). The goal of the Initiative was to accelerate the revitalization of East Central neighborhoods and build on previously established goals and vision for the community:

1. Improving business and economic development opportunities.
2. Improving the quality of life and community in general by creating a place where people want to live.
3. Emphasizing the City's outdoor recreation opportunities.
4. Developing a functional transit system.
5. Improving educational opportunities for residents.
6. Building on Ogden's rich history, architecture and heritage.

To reach this vision, the Initiative establishes a multi-faceted approach to tackling the issues, focusing on efforts that will 1) reduce the concentration of low-income/sub-standard housing in the area, 2) increase the standards of care for residential units, 3) increase owner-occupancy rates, and 4) increase property values. To accomplish these goals three intervention methods will be utilized:

1. Targeting:
 - a. Restructuring RDA areas.
 - b. Declaring intent to use authorized municipal authority.
 - c. Building on the bright spots (corridors and feeders).
 - d. Reducing impediments to investment.
2. Resource Development
 - a. Revising and aligning City Ordinances.



Redevelopment Agency Meeting BOARD STAFF REVIEW

- b. Accessing existing and developing new funding sources.
- 3. Marketing and Delivery
 - a. Training and educating code enforcement
 - b. Marketing to attract new buyers and convert renters to buyers.
 - c. Expanding parameters to allow quicker property acquisition.
 - d. Developing appropriate incentive programs for development, renovations, etc.

In addition to these efforts, the City and the Redevelopment Agency continue efforts to influence regional growth management policies, state tax policies, and assist the school district in improving student performance by providing safer, more stable housing environments.

July 19, 2016

The Board office received an Administrative Transmittal requesting the Board consider authorizing a \$5 M line of credit with Synchrony Bank.

August 9, 2016

The Board held a work session to review and discuss the proposed \$5 M line of credit with Synchrony Bank.

Synchrony Bank (Formerly GE Money Bank)

In 2005, Ogden City entered into a line of credit (LOC) agreement with Federal National Mortgage Association (Fannie Mae) to assist with costs associated with HUD's Asset Control Area program. In 2011 the City switched to a LOC agreement with GE Money Bank. The City's original LOC with GE was for \$1 M. This was later increased to \$1.4 M. As of June 30, 2015, the balance on the LOC was \$1,057,152. The LOC matured on June 2, 2016 and has since been renewed.



Redevelopment Agency Meeting BOARD STAFF REVIEW

In June of 2014, GE Capital changed its name to Synchrony Bank. Synchrony Bank has an office in Draper, Utah, however, all of the lending decisions are made at corporate headquarters in

Connecticut. Additional information about Synchrony can be found here.

https://www.synchronyfinancial.com/FINAL_Press_Kit_07_20_16.pdf

Proposal

The Administration proposes that the Redevelopment Agency secure a line of credit with Synchrony Bank to cover the costs of land acquisition and demolition for projects associated with the Quality Neighborhoods Initiative.

Terms of the proposed line of credit are as follows:

Loan Type:	Line of Credit
Amount	\$5,000,000
Term:	Four (4) years, Eighteen month draw period
Interest Rate:	Variable, LIBOR plus 1.75% (as of 6/23/16 – 2.3901%), paid quarterly
Security:	Real Property (Project by Project)
Eligible Projects:	Properties with the Quality Neighborhood Area (20 th to 30 th , Washington to Harrison)
Disbursements/ Repayments:	Disbursed Project by Project; repaid upon refinance or disposition, after three (3) years or at the expiration of the Loan, whichever is soonest
Debt Service Source:	Sale of property or BDO Lease Revenue (Annual \$1 M QNI disbursement)

The CED staff have managed Ogden City's line of credit and associated programs since 2005. If approved, the same CED staff members will manage the Synchrony Bank line of credit for the Agency.



Redevelopment Agency Meeting **BOARD STAFF REVIEW**

Questions

1. Please review the proposal for the \$5M Line of Credit with Synchrony Bank.
2. Please explain how the funds will be used.

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

Ogden City RDA Transmittal

Date: July 14, 2016
To: Ogden City RDA Board of Commissioners
From: Tom Christopulos, CED Director
RE: Synchrony Bank Line of Credit for
Community Development Programs
Staff Contact: Tom Christopulos, CED Director
Ward Ogden, Community Development Manager
Requested Timeline: July 26, 2016
Recommendation: Approve Resolution authorizing new line of credit for \$5,000,000 from
Synchrony Bank to provide funds for pre-development of community
development projects
Documents: Resolution and Fiscal Impact Summary

Background

On November 24, 2015 the Quality Neighborhoods Initiative was adopted. The Guiding Principles for the Initiative are:

1. **Concentrate resources and target interventions** to establish and encourage investment in the components that make up a Quality Neighborhood.
2. **Focus on creating communities of choice** by promoting and supporting an environment of unique homes with general market demand.
3. **Identify and build on strengths** by focusing on areas exhibiting a higher degree of Quality Neighborhood characteristics, by investing in historic structures, and preserving and promoting architecture that contributes to the unique character and value of legacy neighborhoods.
4. **Build confidence in the market** by maintaining critical momentum through appropriate velocity and scale of investments.
5. **Overcome impediments to success** by establishing a strong declared intent to the public that the City will take steps necessary to assure quality projects are supported.

Proposal

Administration proposes to secure a new line of credit with Synchrony Bank for the purpose of land acquisition and clearance for Quality Neighborhoods projects. The proposed amount is \$5,000,000. Projects will be presented to the RDA for approval prior to the use of these funds. The terms are listed below.

The proposed terms of the Synchrony Bank line of credit are as follows:

Loan Type:	Synchrony Bank (the "Lender") will provide a revolving line of credit to OCRDA in the amount of Five Million Dollars (\$5,000,000.00)
Term:	The loan will have a four (4) year term, with an eighteen (18) month draw period.
Interest:	Variable rate equal to the 90-day LIBOR index as published in the Western Edition of the Wall Street Journal plus a 1.75% margin. <i>(As of 6/23/16)</i> <i>Index = .64040%</i> <i>Index + Margin = 2.3901%</i>
Security:	A first-position lien on any Designated Property if such Designated Property does not have improvements upon the real property. Further, if any Designated Property does have improvements, but such improvements are subsequently removed, OCRDA will execute such documents or instruments as Lender may require to evidence the creation of a lien on such Designated Property.
Eligible Projects:	Increase inventory of affordable housing while achieving blight reduction within the Quality Neighborhood Area, currently defined as the area bound by 20 th Street on the north, 30 th Street on the south, Washington Blvd. on the west, and Harrison Blvd.
Disbursements/Repayments:	Funds are disbursed from the Synchrony Bank line of credit for specific housing projects, and are repaid upon the occurrence of the earliest of (i) the sale, refinance or other disposition of any Designated Property associated with such Disbursement, (ii) the date that is three (3) years from the date of such Disbursement or (iii) the expiry or earlier termination of the Loan
Interest Payments	OCRDA will be required to make quarterly interest payments to Lender.

Fiscal Impact

+ \$5,000,000	Synchrony Bank Line of Credit
- \$5,000,000	Repayment from land sale and/or BDO Lease Revenue

RESOLUTION NO. 2016-15

A RESOLUTION OF THE OGDEN CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO ENTER INTO A LOAN AGREEMENT WITH SYNCHRONY BANK TO PROVIDE FUNDS FOR COMMUNITY DEVELOPMENT PROJECTS.

WHEREAS, the Ogden City Redevelopment Agency undertakes redevelopment projects intended for the revitalization of neighborhoods of Ogden City; and

WHEREAS, on November 24, 2015, the Redevelopment Agency and the Ogden City Council adopted the Quality Neighborhoods Initiative as a means of focusing effort and funding at the East Central Community; and

WHEREAS, funding is needed to assist with the acquisition and clearance of land intended for revitalization projects; and

WHEREAS, the Ogden City Redevelopment Agency and Synchrony Bank desire to establish line of credit in the amount \$5,000,000 to facilitate this funding need.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Ogden City Redevelopment Agency that the Agency Executive Director is hereby authorized to enter into a loan agreement with Synchrony Bank to obtain a line of credit in the amount of \$5,000,000, secured by a first-position lien on any Designated Property, according to terms outlined in Exhibit "A" attached hereto, to be used to fund land acquisition and clearance in relation to Quality Neighborhoods projects.

PASSED AND ADOPTED this ____ day of _____, 2016.

BOARD CHAIR

ATTEST:

Approved as to form:

MA13 7/14/16
Legal Date

Exhibit "A"

Synchrony Bank Line of Credit Terms

Loan Type:	Synchrony Bank (the "Lender") will provide a revolving line of credit to OCRDA in the amount of Five Million Dollars (\$5,000,000.00)
Term:	The loan will have a four (4) year term, with an eighteen (18) month draw period.
Interest:	Variable rate equal to the 90-day LIBOR index as published in the Western Edition of the Wall Street Journal plus a 1.75% margin. <i>(As of 6/23/16)</i> <i>Index = .64040%</i> <i>Index + Margin = 2.3901%</i>
Security:	A first-position lien on any Designated Property if such Designated Property does not have improvements upon the real property. Further, if any Designated Property does have improvements, but such improvements are subsequently removed, OCRDA will execute such documents or instruments as Lender may require to evidence the creation of a lien on such Designated Property.
Eligible Projects:	Increase inventory of affordable housing while achieving blight reduction within the Quality Neighborhood Area, currently defined as the area bound by 20 th Street on the north, 30 th Street on the south, Washington Blvd. on the west, and Harrison Blvd.
Repayments:	Funds are disbursed from the Synchrony Bank line of credit for specific housing projects, and are repaid upon the occurrence of the earliest of (i) the sale, refinance or other disposition of any Designated Property associated with such Disbursement, (ii) the date that is three (3) years from the date of such Disbursement or (iii) the expiry or earlier termination of the Loan
Interest Payments	OCRDA will be required to make quarterly interest payments to Lender.

LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement (the “**Agreement**” or “**Loan Agreement**”) is entered into as of [____], 2016 by and between **SYNCHRONY BANK**, a federal savings bank (“**Lender**”), with offices at 170 Election Road, Suite 125, Draper, Utah 84020, and **OGDEN CITY REDEVELOPMENT AGENCY**, a Utah political subdivision] organized under the laws of the State of Utah, (“**Borrower**”), with offices at 2549 Washington Boulevard, Suite 420, Ogden, Utah 84401.

WITNESSETH:

A. Borrower is a Utah political subdivision] established by the Ogden City Council to, *inter alia*, increase the inventory of affordable housing while achieving blight reduction within specific neighborhoods (as may be augmented or reduced from time to time) in Ogden, Utah (“**Quality Neighborhood Area**”).

B. Borrower desires to obtain financing for the purposes of acquiring real property in Quality Neighborhood Area (each, a “**Designated Property**” or collectively, “**Designated Properties**”) to: (1) assure the best possible purchase price; (2) support current projects; (3) provide critical land consolidation for future projects; and (4) clean up areas within Quality Neighborhood Area.

C. Lender desires to provide Borrower with the requested financing for acquiring Designated Properties.

D. The parties desire that the financing extended under this Agreement qualify under the rules and regulations of the Community Reinvestment Act of 1977 (“**CRA**”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. **The Loan.**

1.1 Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties herein contained (and contained directly or by reference in those documents herein incorporated by reference) the Lender agrees to make a loan (the “**Loan**”) in the aggregate principal amount of Five Million Dollars (\$5,000,000.00) (“**Aggregate Principal Amount**”) to Borrower. The repayment terms of the Loan will be evidenced by a Secured Promissory Note of even date herewith (the “**Note**”) substantially as set forth on Exhibit A, attached hereto.

1.2 Loan Funding

(a) The Loan shall be funded by the Lender and the proceeds thereof accepted by Borrower as of [____], 2016 (the “**Closing Date**”). On the Closing Date, Borrower will execute and deliver the Note to the Lender prior to 5:00 PM (Mountain time).

(b) Upon Borrower's written notice and request as provided below, Lender shall disburse the proceeds of the Loan, up to the Aggregate Principal Amount, in one or more disbursements described below, each subject to the satisfaction of the following terms and conditions (each a "**Disbursement**"): (i) each Disbursement shall be in an amount of no less than Twenty-Five Thousand Dollars (\$25,000.00) up to the Aggregate Principal Amount; (ii) each Disbursement shall occur on any business day on or before [_____], 2017 (18 months after the Closing Date); (iii) each request for Disbursement shall meet such requirements as to form and content as prescribed by Lender and be accompanied with such additional documentation as required by Lender; (iv) all Disbursements shall be made by transfer of immediately available funds for credit to Borrower's account identified in the Disbursement Request (as defined below) or this Agreement; (v) no Event of Default (as defined in Section 7) shall have occurred and is continuing; (vi) each representation and warranty made by Borrower under Section 4 of this Agreement shall continue to be accurate and correct in all material respects; (vii) Borrower shall have provided documentation that the proceeds of any prior Disbursements have been used in compliance with Section 5.1; and (viii) Borrower will have executed a Deed of Trust (as defined in Section 2), if applicable.

Borrower shall provide Lender with written notice of any requested Disbursement, not less than ten (10) business days prior to the desired date of such Disbursement in the form attached as **Exhibit B** (a "**Disbursement Request**"). The Disbursement Request shall specify the amount requested, the requested date of Disbursement, the particular Designated Property (by physical address or such other method as Lender may reasonably request) to which the Disbursement Request relates, any improvements existing on the Designated Property, and wire transfer instructions for such Disbursement and such other information required in the form of a Disbursement Request, and shall be accompanied by a certificate of an authorized officer of Borrower confirming that, as of the date of the Disbursement: (A) no Event of Default (as defined in Section 7) has occurred and is continuing; (B) each representation and warranty made by Borrower under Section 4 of this Agreement continues to be accurate and correct in all material respects; (C) there has been no Event of Default since the date of any prior Disbursement; (D) there has been no change in the business property or financial condition of Borrower since the Closing Date which has or will have an adverse effect on the ability of Borrower to carry out its business as heretofore conducted; and (E) the proceeds of the Disbursement will be used in compliance with Section 5.1. Disbursements (as well as the unpaid principal balance owing under the Note) may be evidenced by Lender's internal records or by endorsements set forth in or made to Attachment 1 to the Note reflecting the amount of any individual Disbursement and the aggregate unpaid principal balance under the Note. In the event Lender makes an endorsement to Attachment 1 to the Note, Lender shall furnish a copy of such updated Attachment 1 to the Note to Borrower. Notwithstanding the Notice provisions set forth in Section 8.4, each Disbursement Request and all of the required documentation and submissions therewith shall be submitted to Lender's CRA Officer at such address and in such manner as directed by Lender from time to time.

1.3 All Disbursements shall be repaid substantially as required within each Disbursement Request and the Note. Notwithstanding anything to the contrary contained herein, in any Disbursement Request or the Note, all Disbursements shall be repaid no later than the Note Maturity Date as defined in the Note.

1.4 Any language in this Agreement to the contrary notwithstanding, neither the funding of the Loan nor the acceptance of the Note by the Lender shall be deemed to be a waiver by the Lender of any rights, conditions, agreements, warranties or representations in its favor or for its benefit.

2. Security for the Loan.

2.1 The Loan and all obligations of Borrower from time to time arising under this Agreement, the Note or otherwise with respect to the due and prompt payment of (i) the principal of and premium, if any, and interest on the Loan, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations due or to become due, now existing or hereafter arising, fixed or otherwise of Borrower under or in respect of this Agreement or the Note shall be secured by a first-priority lien on all unimproved Designated Properties (the “**Collateral**”). If any Designated Property has improvements, but such improvements are subsequently removed, such Designated Property will be considered Collateral as of the date such improvements have been removed.

2.2 Borrower hereby grants to Lender a continuing first priority security interest in the Collateral, whether now existing or hereafter from time to time arising or acquired and all profits and proceeds thereof. In furtherance of Lender’s security interest in the Collateral, Borrower shall execute a deed of trust in the form provided by Lender (the “**Deed of Trust**”) for each Designated Property included as Collateral. Borrower further agrees to execute, acknowledge, deliver, file or perform, at its sole cost and expense, all other acts, financing statements, assignments, notices, agreements or other instruments as Lender may reasonably require in order to perfect and continue the foregoing first priority security interest in the Collateral pursuant to all applicable laws, or otherwise to fully effectuate the rights granted to Lender by this Section.

2.3 Lender shall be entitled to execute any document or amend any previous documents as necessary to perfect Lender’s security interest established pursuant to this Agreement. Borrower hereby irrevocably appoints Lender, its agents and employees, as its lawful attorney-in-fact and agent with full power, authority and right to execute and file, upon written notice to Borrower of the same, in the name and on behalf of Borrower such documents required to perfect Lender’s security interest in the Collateral. Except as specifically provided herein, this power of attorney is irrevocable, continuing and coupled with an interest.

2.4 Unless otherwise agreed to by Lender, in its sole discretion, a Designated Property shall not be released from the Collateral until all indebtedness and obligations of Borrower related to the Disbursement corresponding to such Designated Property has been paid and performed in full according to the terms of this Agreement and the Note. Upon such payment and performance, Lender shall cause any security interest associated with such Designated Property to be released.

3. Conditions to Making Loan on Closing Date and Disbursements.

The Lender's obligation to make any Disbursement shall be subject to the prior fulfillment (or waiver, in writing, by the Lender) of the following conditions:

3.1 The Loan, including the planned use of the proceeds therefrom by Borrower, shall (i) be considered a "Community Development Loan" and shall be used to fund the purchase of Designated Properties which qualify as "Community Development" projects as such terms are defined in the regulations governing the CRA as set forth in 12 CFR § 345 ("**Regulations**"), (ii) be used to fund the purchase of Designated Properties located in geographic areas which are considered low to moderate income or will be sold to buyers which meet the Housing and Urban Development qualifications for low to moderate income, (iii) meet all other applicable requirements for qualification under the CRA and the Regulations; and (iv) shall not violate any applicable law or governmental regulation or subject the Lender to any liability, penalty or onerous condition.

3.2 Borrower shall have executed a Deed of Trust with respect to any unimproved Designated Property.

3.3 The representations and warranties of Borrower contained in this Agreement shall be true and correct when made, and shall continue to be true and correct as of the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, and Borrower shall have performed or complied with all covenants, agreements and conditions on its part required to be performed or complied with hereunder at or prior to the Closing Date.

3.4 Borrower shall have delivered to the Lender all such consents, resolutions, minutes or other certificates or documents evidencing that all of the requisite municipal, legislative or administrative action has been taken by Borrower ("**Required Consents**") to authorize and approve (i) the execution, delivery and performance of this Agreement, the Note, each Disbursement Request, each Deed of Trust and all other documents and agreements executed in connection herewith (collectively, the "**Loan Documents**") and (ii) each purchase of Designated Property for which a Disbursement Request is being made.

3.5 Borrower shall have delivered to the Lender on the Closing Date such certificates of principal municipal officers, officials or agents of Borrower, including but not limited to (i) a certificate as to the correctness of Borrower's warranties and representations and non-occurrence of any Event of Default (as that term is defined in Section 7.1), (ii) such information as required pursuant to Section 5.2(b), (iii) a certificate of incumbency of Borrower's principal officers and (iv) such evidence of the fulfillment of the conditions specified in this Section 3, as the Lender or its counsel may reasonably request.

3.6 On the Closing Date, all legal matters in connection with this Agreement and the transactions contemplated hereby shall be reasonably satisfactory to counsel for Lender, Lender shall have received from its counsel such opinions, if any, as it shall require as to any federal income tax matters relating to this Agreement, CRA matters and the transactions contemplated hereby, and the Lender shall have received copies of all other documents which it may reasonably request in connection with such opinions.

3.7 On the Closing Date and as of the date of each Disbursement, there shall have been no change in the business, property, credit rating or financial condition of Borrower since the date of this Agreement, which has had or will have an adverse effect on the ability of Borrower to (i) carry out its business as heretofore conducted; or (ii) repay the Loan.

In addition to the foregoing conditions set forth in items 3.1 through 3.7, Lender's obligation to make each of the Disbursements shall be subject to the prior fulfillment (or waiver, in writing, by the Lender) of the following conditions:

3.8 The representations and warranties of Borrower contained in Section 4 or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct on and as of the date of Disbursement, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 3.8, the representations and warranties contained in Section 4.11 shall be deemed to refer to the most recent statements furnished pursuant to Section 5.2(d).

3.9 No Event of Default shall exist, or would result from such proposed Disbursement.

3.10 Borrower shall have provided Lender copies of all permits, approvals and other documents necessary for the completion of the purchase of Designated Property for which a Disbursement is being made.

3.11 Lender shall have received a Disbursement Request in accordance with the requirements hereof.

4. Representations and Warranties of Borrower. Borrower represents and warrants that:

[4.1 Borrower is a political subdivision of the State of Utah, is legally organized] and has full legal right and authority and all necessary licenses and permits required as of the date hereof to execute and deliver the Loan Documents, to undertake and complete the purchase of Designated Properties and to carry out and consummate all transactions contemplated by this Loan Agreement.

4.2 The proceedings of the board of directors of Borrower approving the Loan and authorizing Borrower to approve and execute Loan Documents and authorizing Borrower to undertake and complete the purchase of Designated Properties, have been duly and lawfully convened and all resolutions, minutes or other action taken by Borrower's board of directors at

such proceedings authorizing such execution, issuance and delivery of the Loan Documents and the undertaking of the purchase of Designated Properties have been duly adopted, all in accordance with the bylaws of Borrower and the laws of the State of Utah.] [NTD: **OCRDA to confirm entity structure**]

4.3 The Loan Documents have been duly authorized and have been or will be duly executed and delivered by the Executive Director, who is an authorized officer or official of Borrower, and assuming that such officer or official has all the requisite power and authority to authorize, execute and deliver and has duly executed and delivered the Loan Documents, the Loan Documents will constitute the legal, valid and binding obligations of Borrower under applicable law, enforceable in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium or similar laws at the time in effect affecting the enforceability of the rights of creditors generally and to the discretion of courts of applicable jurisdiction to enforce equitable remedies including, without limitation, specific performance and injunctive relief.

4.4 Except as set forth in the “**Disclosure Schedule**” attached hereto and incorporated herein, or in Borrower's Financial Statements (as such term is defined in Section 4.11 hereof), Borrower has good title to its assets and properties free and clear of any lien, charge, encumbrance or security interest, whether or not incurred in the ordinary course of its business, which could materially adversely affect either Borrower's ability to perform its obligations under this Agreement or the use of proceeds of the Loan contemplated hereunder.

4.5 There is no action, suit, investigation or proceeding pending or, to the knowledge of Borrower, threatened, by or before any court or governmental or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties, or in the condition, financial or otherwise, of Borrower, or to impair the ability of Borrower to perform its obligations under this Agreement or the Note, or prevent Borrower's use of the proceeds of the Loan contemplated hereunder. Borrower is not and will not on the Closing Date be in default or alleged to be in default with respect to any judgment, writ, injunction, decree, order, rule or regulation of any court or any governmental or administrative body or agency by which Borrower or its assets or properties are bound.

4.6 The purchase of each Designated Property by Borrower qualifies as a Community Development project as defined in Section 3.1 and Borrower has the necessary authorization and approval to undertake and complete the purchase of each Designated Property so as to qualify under the CRA program.

4.7 There is no fact that Borrower has not disclosed to the Lender that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) of Borrower or the ability of Borrower to make all Loan repayments and otherwise to observe and perform its duties, covenants, obligations and agreements under the Loan Documents.

4.8 The authorization, execution and delivery of the Loan Documents by Borrower, the observance and performance by Borrower of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions provided for in this Agreement, the compliance by Borrower with the provisions of this Agreement and the undertaking and

completion of the purchase of Designated Properties will not violate any provision of law, any order, rule or regulation of any court or governmental or regulatory body, or any indenture, agreement or instrument to which Borrower is a party or by which Borrower or its assets or properties are bound, or conflict with, or result in a breach of or constitute (with or without notice or lapse of time, or both) a default under any such indenture, agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the assets or properties of Borrower pursuant to any ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument and any ordinance, resolution or indenture which authorized outstanding debt obligations to which Borrower is a party or by which Borrower or any of its property or assets may be bound, nor will such action result in a violation of the provisions of any laws, ordinances, resolutions, governmental rules, regulations or court orders which Borrower or its properties or operations are subject. Borrower is not a party to any indenture, agreement or instrument or subject to any restriction which prohibits Borrower from performing, or, assuming there is no default thereunder, adversely affects the ability of Borrower to perform, its obligations under this Agreement and the Note, or to utilize the proceeds of the Loan as contemplated hereunder. Borrower is not, and will not by the execution hereof or of the Note be or become in default or alleged to be in default under any indenture, agreement or instrument for borrowed money or under any indenture, agreement or instrument which, if in default, might reasonably be expected to result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of Borrower, or to impair the ability of Borrower to perform its obligations under this Agreement and the Note.

4.9 Borrower has obtained all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental agency) for the making, observance and performance by Borrower of its duties, covenants, obligations and agreements under the Loan Documents or for the undertaking or completion of the purchase of Designated Properties and the financing thereof and Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by Borrower of its duties, covenants, obligations and agreements under this Agreement or with the undertaking or completion of the purchase of Designated Properties and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with any governmental body or officer that has not been obtained is required on the part of Borrower as a condition to the authorization, execution and delivery of this Agreement, the undertaking or completion of the purchase of Designated Properties or the consummation of any transaction herein contemplated.

4.10 Borrower is in compliance with all laws, resolutions, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of Borrower to conduct its activities or undertake or complete the purchase of Designated Properties or the condition (financial or otherwise) of Borrower; and Borrower has obtained or will obtain all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of Borrower to conduct its activities or undertake or complete the purchase of Designated Properties or the condition (financial or otherwise) of Borrower.

4.11 Borrower has furnished the Lender with Borrower's financial statements for Borrower's 2014 and 2015 fiscal years (collectively, the "**Financial Statements**"). The Financial Statements are true and correct in all material respects and fairly present the financial position of Borrower as at such dates and the results of its operations for the periods indicated therein in accordance with generally accepted accounting principles.

4.12 Borrower has in full force and effect such insurance coverage and in such amounts as is customarily maintained by organizations engaged in similar activities, including errors and omissions, fidelity, general liability and all necessary liability and property insurance on the Designated Properties.

4.13 Since [January 1, 2016], except as set forth in Borrower's Financial Statements as of such date or in the Disclosure Schedule, Borrower has not suffered any material adverse change in its financial condition or results of operations or in its assets, properties, operations or prospects; and there has been no occurrence, circumstance or combination thereof, whether arising prior to, on or after [January 1, 2016], which might be expected to result in any such material adverse change before, on or after the Closing Date.

4.14 None of the information and documents furnished or to be furnished by Borrower to the Lender in connection with the due diligence and review of this transaction, the execution and delivery of this Agreement and consummation of the transactions contemplated hereby, contained or will contain any material misstatement of fact or omitted or will omit to state any material fact required to be stated to make the statements therein not misleading.

4.15 The execution and delivery of this Agreement by Borrower will not confer any rights or privileges upon any third-person or entity not a party hereto.

4.16 Borrower has the absolute right to receive, and will receive, the entire proceeds of the Loan free and clear of any liens, charges, encumbrances or security interests whatsoever, and none of the proceeds, avails or products of or attributable to the Loan, nor any interest or earnings thereon, have been or will be pledged, assigned, hypothecated or otherwise posted or stand as security or collateral for or in connection with any loan, borrowing, note, obligation, guaranty, purchase, sale or other transaction whatsoever (other than as provided in Section 2.2).

4.17 Borrower has received no legal or tax advice or opinions from the Lender concerning any of the transactions or the use of the proceeds of the Loan contemplated hereby.

4.18 Borrower has received no promises or assurances of extensions or forbearance by the Lender which are not contained in this Agreement or the Note.

5. **Covenants of Borrower.** Borrower covenants and agrees that so long as the Lender shall hold the Note and any principal or interest thereunder remains unpaid:

5.1 Borrower shall use the proceeds of the Loan and any interest or earnings thereon to support activities that would be considered "**Community Development**" as defined in §345.12 of the Regulations, which includes efforts to increase the inventory of affordable housing while

achieving blight reduction in the Quality Neighborhood Area, which area is currently defined as an area bound by 20th Street on the north, 30th Street on the south, Washington Blvd. on the west, and Harrison Blvd. on the east (as the same may be augmented or reduced from time to time). More specifically, Borrower shall use the proceeds of the Loan and any interest or earnings thereon for (i) the acquisition of Designated Properties, (ii) relocation costs associated with Designated Properties, (iii) demolition and basic land clearance on Designated Properties, (iv) environmental testing on Designated Properties, and (v) security and maintenance of Designated Properties in the Quality Neighborhood Area to: (a) assure the best possible purchase price, (b) support current defined projects, (c) provide critical land consolidation for future projects, and (d) generally clean up the primary target areas within the Quality Neighborhood Area. In furtherance of the foregoing, Borrower has established policies and procedures which have been delivered to Lender and approved by Lender and Borrower agrees to follow such policies and procedures in connection with the use of the proceeds of this Loan. Borrower shall not use the proceeds of the Loan or any interest or earning thereon for any purpose that (x) does not qualify as Community Development (y) does not meet such other CRA requirements as set forth in the Regulations or (z) subjects the Lender to any liability, penalty or adverse condition in connection with the Loan.

Any portion of the Loan not committed to the purposes described herein will be returned to the Lender; provided, however, that until the proceeds of the Loan are fully disbursed for such purposes, Borrower shall keep such Loan proceeds, or the undisbursed portions thereof, in an interest-bearing demand or time deposit account in a federally-insured bank, trust company or savings and loan association within the United States, or invest such proceeds or portions thereof in obligations of, or guaranteed as to principal and interest by, the United States, or by any agency or instrumentality thereof provided such obligations are backed by the full faith and credit of the United States; or in United States-based money market mutual funds or portfolios investing in short-term U.S. Treasury securities rated "AAA" by S&P; in any such case on commercially reasonable terms. Any interest or earnings on the proceeds of the Loan while on deposit shall be used by Borrower only in furtherance of Community Development as described in this Section 5.1, and shall be subject to the conditions set forth in this Agreement.

5.2 Borrower shall furnish to the Lender the following:

(a) Disbursement Requests in a form or manner as approved by Lender in connection with each Disbursement and all required documentation in connection therewith;

(b) within 60 days after the end of each calendar quarter, or upon request if needed for regulatory reasons, a narrative report, (i) describing the use of the proceeds of the Loan during the preceding quarter, and evaluating the progress of Borrower toward achieving the purposes described in Section 5.1 and (ii) listing all Designated Properties and identifying those having improvements;

(c) promptly upon dissemination thereof, copies of all reports made available for public distribution with respect to the activities of Borrower;

(d) within 120 days after the end of each of its fiscal years, and as of the end of each such year, (i) a financial statement of Borrower, which shall consist of a Statement of

Financial Position, Statement of Activities, and cash flow statement covering the period of Borrower's immediately preceding fiscal year, which shall be in reasonable detail, prepared in accordance with generally accepted accounting principles uniformly and consistently applied, and shall be certified by independent public accountants selected by Borrower and satisfactory to the Lender, and signed by an authorized officer or agent of Borrower; and (ii) any such additional information as the Lender may from time to time reasonably request regarding the financial and business affairs of Borrower; and

(e) within 60 days after the end of each fiscal quarter ending September 30th, December 31, and March 31 interim financial statements of Borrower containing such information as the Lender may from time to time reasonably request regarding the financial and business affairs of Borrower.

5.3 Borrower shall do all things necessary to:

- (a) maintain Borrower's credit rating of AA with S&P Global Ratings;
- (b) comply with all laws and regulations applicable to Borrower, the violation of which would have a material adverse effect on Borrower's ability to perform its obligations under the Loan Documents;
- (c) obtain and maintain in full force and effect all authorizations, qualifications, consents, approvals, exemptions, franchises, permits and licenses of, and filings with, governments or governmental or administrative bodies or agencies necessary for the carrying on of any material activity or the entering into of any material transaction applicable to Borrower; and
- (d) ensure no liens, aside from each Deed of Trust required under this Agreement, are placed on the Collateral and to maintain Lender's first-priority security interest in the Collateral.

5.4 Borrower shall promptly advise the Lender in reasonable detail of the occurrence of any of the following events:

- (a) any proceeding instituted or commenced against Borrower in, by or before any court, governmental or administrative body, department or agency, which proceeding could have a material adverse effect upon the operations, assets or properties of Borrower;
- (b) any material adverse change in the condition, financial or otherwise, or operations of Borrower;
- (c) any change in Borrower's credit rating as set forth in Section 5.3(a);
- (d) any substantial change in any contracts or commitments made by Borrower not in the ordinary course of Borrower's business; or

(e) the occurrence of any Event of Default or any event which upon notice or lapse of time, or both, would constitute an Event of Default.

5.5 Notwithstanding any language elsewhere contained in this Agreement to the contrary, Borrower shall:

(a) maintain books and records adequate to provide the information ordinarily required by commercial investors under similar circumstances, including but not limited to the information specified in Sections 5.2 and 5.3;

(b) make such books and records available for inspection and copying by the Lender and its agents and representatives at reasonable times and on reasonable notice; and

(c) retain such books and records and copies of the reports and statements referred to in Sections 5.2 and 5.3 for a period of at least four (4) years after the Note is fully paid and satisfied; and

5.6 Borrower will permit the Lender and such persons as the Lender may designate, at any reasonable time, and from time to time, to examine and make copies of and abstracts from the records and books of account of and to visit the properties of Borrower and to discuss the affairs, finances and accounts of Borrower with any of Borrower's officers or directors.

5.7 Borrower will keep in force upon all Designated Properties policies of insurance carried with financially sound and reputable insurance companies in such amounts and covering all such risks as shall be customary (but in no case less than the total amount of the unpaid principal balance of the Note) in the industry and will from time to time, on request, furnish to Lender certificates of insurance evidencing such coverage. In addition, Borrower will keep in force such policies of insurance covering errors and omissions, fidelity and general liability with reputable insurance companies in such amounts as requested by Lender.

5.8 Borrower shall comply in all material respects with the requirements of the Regulations and all other laws and orders, writs, injunctions and decrees applicable to it or to its business or the Designated Properties, except in such instances in which such requirement of law or order, write, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted.

5.9 Borrower shall permit representatives and independent contractors of the Lender to visit and inspect any Collateral, to examine Borrower's financial and operating records, and make copies thereof or abstracts therefrom and to discuss Borrower's affairs, finances and accounts with Borrower's officials and independent public accountants, all at the expense of Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to Borrower; provided, however, that when an Event of Default exists the Lender (or any of its representatives or independent contractors) may do any of the foregoing at the expense of Borrower at any time during normal business hours and without advance notice.

6. Negative Covenants. Borrower covenants and agrees that so long as the Lender shall hold the Note and any principal or interest thereunder remains unpaid that Borrower shall not, directly or indirectly:

6.1 Other than each Deed of Trust, cause or allow any mortgage, deed of trust, security interest or other encumbrance to be placed upon any Collateral.

6.2 Use the proceeds of any Loan or any interest earned thereon for any purpose other than as set forth in Section 5.1.

6.3 Make any improvements on any unimproved Designated Property.

6.4 Pledge, assign, hypothecate or otherwise post or place any of the proceeds of the Loan, nor any of the proceeds, avails or products of or attributable to the Loan, nor any interest or earnings thereon, as security or collateral for or in connection with any loan, borrowing, note, obligation, guaranty, purchase, sale or other transaction whatsoever.

6.5 Permit its credit rating to be other than as set forth in Section 5.3(a).

7. Default and Remedies.

7.1 Borrower shall be deemed to be in default under this Agreement if any one or more of the following events (each of which is herein sometimes called an "**Event of Default**") occurs and is continuing:

(a) Borrower fails to make any principal payment under the Note when due and payable, whether at the stated maturity therefore, the occurrence of any event requiring payment, by declaration of acceleration or otherwise, and such default shall continue unremedied for 15 days;

(b) Borrower fails to make any payment of interest on the Note on or before the date such payment is due, and such default shall continue unremedied for 15 days;

(c) Borrower uses any portion of the proceeds of the Loan, or any interest or earnings thereon, other than in a manner specifically authorized in Section 5.1 of this Agreement;

(d) Any representation or warranty made by Borrower in this Agreement, or in any report, certificate, financial statement or instrument furnished by Borrower in connection with this Agreement or the Loan shall prove to have been false or misleading when made, in any material respect;

(e) Borrower violates or fails to observe or perform any covenant contained in Sections 5, 6 or 8.9 hereof;

(f) Borrower fails to deliver a Deed of Trust when required;

(g) Borrower violates or fails to observe or perform any covenants contained herein, or any agreement on the part of Borrower to be observed or performed pursuant to this Agreement, other than those referred to above in clauses (a) through (f) of this Section 7.1, and such default shall continue unremedied for thirty (30) days after such default shall first become actually known to any of the authorized officials of Borrower including any member of Borrower's board, the Ogden City Council, the Ogden Mayor, Ogden City Planner or such other officers or persons as designated by Borrower or holding offices of Borrower with similar functions and responsibilities;

(h) The maturity of any obligation of Borrower for the payment of borrowed funds shall be accelerated so that the obligation or any portion thereof becomes due and payable prior to its stated maturity date;

(i) Borrower shall be adjudicated as bankrupt or insolvent, and such adjudication shall continue undischarged or unstated for a period of 30 days; or Borrower shall admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors, or Borrower shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Borrower, as the case may be, and such appointment shall continue undischarged for a period of 30 days; or Borrower shall institute or consent to (by petition, application, answer or otherwise), any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it; or any such proceeding shall be instituted (by petition, application or otherwise) against Borrower and shall remain undismissed or unstayed for a period of 30 days;

(j) A judgment or judgments for the payment of money (other than any judgment for which indemnity is provided under an existing, valid insurance policy) in excess of an aggregate of \$500,000 shall be rendered against Borrower, and the same shall remain undischarged for a period of thirty (30) consecutive days, during which period execution shall not be effectively stayed nor an action commenced by Borrower, as the case may be, to contest such judgment or judgments;

(k) Attachment, execution or levy on the Collateral, and the failure of Borrower to remedy such event within thirty (30) days of the date of such attachment or attachments nor an action commenced to contest such attachment or attachments during said thirty-day period;

(l) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired;

(m) Lender in good faith believes itself insecure;

(n) if any lien or claim of lien is filed against the Collateral, or if a notice of intent to file such a lien is received by Lender, or if a judgment or other encumbrance is placed against the Collateral; or

(o) Borrower transfers, sells, assigns, disposes, mortgages, or otherwise creates a security interest in (each, a "**Transfer**") any Collateral and Borrower fails to repay Lender the amount of the Disbursement related to such Collateral, plus any accrued but unpaid interest associated with such Disbursement, within ten (10) calendar days of such Transfer.

7.2 If an Event of Default exists:

(a) At the option of the Lender, the Lender may, by written notice to Borrower, (i) accelerate and declare the Note, and all unpaid principal and accrued interest under such Note, immediately due and payable, whether or not the Note is otherwise due and payable and whether or not the Lender shall have initiated any other action for the collection of the Note, whereupon such Note designated in the Lender's notice shall become immediately due and payable as to principal, interest and any other amounts payable thereunder, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower, anything contained herein, in the Note, or elsewhere to the contrary notwithstanding, or (ii) require Borrower to provide Lender a letter of credit in an amount equal to the accelerated amount of all unpaid principal and accrued interest under the Note.

(b) Lender may institute legal proceedings to recover judgment for all of the indebtedness then due and owing.

(c) Lender may pursue any of the rights and remedies provided to it under any Deed of Trust.

(c) Lender may pursue, in any order or sequence, jointly or singly, in any combination or simultaneously, any and all remedies available at law or in equity, or both, for the collection of any or all of the Note held by the Lender and enforcement of the provisions hereof. The Lender shall have all the rights and remedies provided by law or equity or by agreement of the parties.

(d) The remedies of the Lender are cumulative and not exclusive. No course of dealing on the part of the Lender or any delay or failure on the part of the Lender to exercise any right under this Agreement or the Note or both, shall operate as a waiver of such right or otherwise prejudice the Lender's rights, powers and remedies under this Agreement or the Note and Lender will have no obligation to make any additional Disbursement under this Agreement or the Note.

8. Miscellaneous.

8.1 Notwithstanding any provision to the contrary contained in this Agreement or the Note, Borrower will pay all amounts payable to the Lender in respect of the principal of and interest

on the Note by wire transfer of immediately available New York funds not later than 12:00 Noon (New York time) to the account of the Lender, as follows:

Depository Name: Deutsche Bank & Trust Company Americas
Branch: 60 Wall Street, New York, NY 10005-2858
ABA Number: 021 001 033
Account Number: 50282069
Account Name: Synchrony Bank
Company/Tax ID #: 06 1236737

with sufficient information to identify the source and application of such funds such as loan repayment by Borrower (or at such other address or in such other reasonable manner as the Lender may from time to time designate to Borrower in writing), each such payment being accompanied by sufficient information to identify the source and application thereof, and all without any presentment of the Note by the Lender.

8.2 The respective representations, warranties, obligations and agreements contained herein shall survive the Closing Date.

8.3 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

8.4 All notices, requests, demands, consents, waivers and other communications required or desired to be given under any of the provisions of this Agreement shall be in writing and shall be (i) served in person, (ii) sent by special courier (e.g., Federal Express), fully prepaid or billed to sender, or (iii) mailed by U.S. registered or certified mail, fully postage prepaid, return receipt requested, addressed as follows:

If to Borrower:

Ogden City Redevelopment Agency
2549 Washington Boulevard, Suite 420
Ogden, Utah 84401
Attention: Tom Christopoulos, CED Director

with a copy (delivered in person, by courier or by regular mail, postage prepaid) to:

Ogden City Business Information Center
American Can Complex
2036 Lincoln Ave, #105
Ogden, Utah 84401
Attention: Sara Stoffers

Community Development Manager
2549 Washington Boulevard, Suite 120

Ogden, Utah 84401
Attention: Ward Ogden

Ogden City Attorney
2549 Washington Boulevard, Suite 840
Ogden, UT 84401
Attention: Gary Williams

If to the Lender:

Synchrony Bank
170 Election Road, Suite 125
Draper, UT 84020
Attention: CRA Officer

with copies delivered to:

Synchrony Bank
170 Election Road, Suite 125
Draper, UT 84020
Attention: Legal Counsel

or to such other address as the addressee may have specified in a written notice duly given to the sender in the manner above provided. Any notice, request, demand, consent, waiver or other communication given in accordance with the provisions of this Section 8.4 shall be presumed to have been given or received on the earlier to occur of (i) the date of actual receipt thereof, (ii) the third business day following the date of mailing same by U.S. registered or certified mail, or (iii) the third business day following delivery thereof to the special courier, as shown on the courier's records, as appropriate. The delivery to or receipt of copies of any such notice, request, demand, consent, waiver or other communication by any persons other than and in addition to Lender or Borrower, as the case may be, is merely an accommodation and is not necessary or required to make effective the giving or receipt thereof by or to Lender or Borrower, as the case may be.

8.5 The preambles of this Agreement are hereby expressly incorporated herein and made a part hereof.

8.6 This Agreement, together with any and all Exhibits and Schedules hereto and documents herein incorporated by reference, constitutes the entire agreement between the parties in respect of the subject matter hereof, and any and all prior negotiations, understandings and agreements between the parties are hereby merged herein. No change, modification or waiver of any provision hereof shall be valid unless in writing and signed by the party to be bound.

8.7 Either party hereto may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party under this Agreement; (ii) waive compliance with any of the conditions or covenants of the other party contained in this

Agreement; or (iii) waive or reduce the required performance of any of the obligations of the other party under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance by the other party with any representations, warranties, covenants, conditions or agreements contained in this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

8.8 Lender and Borrower are not and will not be engaged in any employer-employee, principal-agent or other similar relationship, nor in any partnership, joint venture or co-venture of any kind. Borrower does not and shall not have any power to, nor shall Borrower attempt, at any time, in any manner, directly or indirectly, to (a) speak for or on behalf of Lender, (b) bind or obligate Lender, or (c) create any obligation on behalf or in the name of Lender.

8.9 Borrower covenants and agrees to at all times save, defend, indemnify and hold harmless Lender, its directors, officers, employees and agents, from and against any and all manner of claim, demand, notice, proceeding, suit, action, cause of action, damages, order, decree or judgment claimed, filed, made, asserted or secured against Lender, its directors, officers, employees or agents, by any person or firm, with respect to any actions (or lack of action) by Borrower, or its respective members, directors, officers, employees or agents under this Agreement or the Note, pursuant hereto or thereto or in any way connected herewith or therewith. Borrower's obligations under this Section 8.9 shall survive the expiration of this Agreement or the termination hereof or thereof for any reason whatsoever.

8.10 This Agreement shall terminate on the date that is four years from the Closing Date; provided that all rights and obligations of the parties that accrued prior to termination shall remain in full force and effect, including Borrower's obligation to repay all Disbursements.

8.11 This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts made and performed in Utah.

8.12 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and lawful assigns; provided, however, that none of Borrower's respective rights, privileges, duties, obligations or liabilities hereunder or under the Note, as applicable, shall be assignable by Borrower, as applicable, without the prior written consent of the Lender. Borrower acknowledges that Lender may assign this Agreement or the Note, or both, in whole or in part upon notice to Borrower.

8.13 Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help with enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and 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. Borrower also shall pay all court costs and such additional fees as directed by the court. Notwithstanding the foregoing, Borrower will not be required to pay Lender's costs and expenses under this Section 8.13 unless Lender is entitled to enforce the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**OGDEN CITY REDEVELOPMENT
AGENCY**

SYNCHRONY BANK

By: _____
Name: Michael P. Caldwell
Title: Executive Director

By: _____
Name: _____
Title: _____

Attest:

By: _____ Secretary

Approved as to form:

Office of Agency Attorney

DISCLOSURE SCHEDULE

**EXHIBIT A
NOTE**

**EXHIBIT B
DISBURSEMENT REQUEST**

SECURED PROMISSORY NOTE

Borrower: Ogden City Redevelopment Agency
2549 Washington Boulevard, Suite 420
Ogden, Utah 84401

Lender: SYNCHRONY BANK
170 Election Road, Suite 125
Draper, Utah 84020

Principal: \$5,000,000.00

Date: [____], 2016

This Secured Promissory Note ("**Note**") is issued under, and subject to the terms of that certain Loan and Security Agreement dated as of [____], 2016 (the "**Loan Agreement**"), by and between Ogden City Redevelopment Agency ("**Borrower**") and Synchrony Bank ("**Lender**"). Capitalized terms not defined in this Note have the meaning set forth in the Loan Agreement.

PROMISE TO PAY: Borrower promises to pay to Lender the unpaid principal balance of any Disbursement made under the Loan Agreement and this Note, up to a maximum amount not to exceed Five Million Dollars (\$5,000,000.00). Interest will be calculated from the date of each Disbursement until repayment of each Disbursement.

PAYMENT. Borrower will pay all outstanding amounts relating to a Disbursement made under the Loan Agreement and this Note, plus all accrued interest thereon, immediately upon the occurrence of the earliest of (i) the sale, refinance or other disposition of any Designated Property associated with such Disbursement, (ii) the date that is three (3) years from the date of such Disbursement or (iii) the expiry or earlier termination of the Loan ("**Disbursement Maturity Date**"). In addition, Borrower will pay all accrued but unpaid interest relating to all outstanding amounts under this Note on the first day of each calendar quarter. The first interest payment will be due on [____], 2016. Notwithstanding the foregoing, in no event will the Disbursement Maturity Date for any Disbursement extend beyond [____], 2020 ("**Note Maturity Date**") and all unpaid amounts of principal and interest relating to all Disbursements shall be due and payable in full on the Note Maturity Date. Borrower will pay Lender on or before the applicable Disbursement Maturity Date or Note Maturity Date all amounts due under this Note by wire transfer not later than 12:00 noon (New York time) to the account of Lender, as follows:

Depository Name: Deutsche Bank & Trust Company Americas
Branch: 60 Wall Street, New York, NY 10005-2858
ABA Number: 021 001 033
Account Number: 50282069
Account Name: Synchrony Bank

INTEREST RATE. The interest rate on this Note is a variable rate equal to the Index plus a Margin computed on a 365/360 day year. The Margin is one hundred seventy five basis points

(1.75%) (“**Margin**”). The Index is the 90-Day LIBOR rate as published in the Western Edition of the Wall Street Journal “Money Rates” table (“**Index**”). The interest rate will be adjusted on the first day of each calendar quarter based on the Index as of the third Wednesday (or the next business day, if such Wednesday is not a business day) of the month immediately preceding the month commencing a calendar quarter. As of [____], 2016, the Index is [____] of a percent ([____]%) and the interest rate is [____] percent ([____]%). The interest rate applicable to a Disbursement shall be the interest rate in effect at the time of a Disbursement and shall be adjusted thereafter quarterly as set forth above. Upon the occurrence of an event of default, the default rate will apply to any unpaid principal balance of any Disbursement under this Note in accordance with its terms.

PREPAYMENT. The Borrower may repay all or any amount outstanding under this Note at any time without penalty or premium. Borrower agrees not to send Lender payments marked “paid in full,” “without recourse,” or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Synchrony Bank, 170 Election Road, Suite 125, Draper, Utah 84020, Attention: CRA Officer.

INTEREST AFTER DEFAULT. Upon a default under this Note, including, but not limited to, the failure to make a payment hereunder, or a default under the Loan Agreement, including any Events of Default described therein, interest will accrue on the unpaid principal balance at the Default Rate. The “Default Rate” is a variable rate equal to the Index plus a default margin. The default margin is six percent (6.0%). The Index under this section is equivalent to the Index referenced in the section of this Note entitled “INTEREST RATE” and will be determined and adjusted quarterly in accordance therewith.

DEFAULT. Upon default of this Note or the Loan Agreement, including any of the Events of Default described in the Loan Agreement, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due and payable in accordance with the terms of the Loan Agreement.

LOAN. This Note evidences a revolving line of credit. Disbursements under this Note may be requested as provided for in the Loan Agreement. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person; or (B) credited to Borrower’s account. The unpaid principal balance owing on this Note at any time may be evidenced by additional endorsements of this Note or by Lender’s internal records. Lender will have no obligation to advance funds under this Note if an Event of Default has occurred.

COLLATERAL. This Note and the obligations hereunder are secured by a security interest in certain Designated Properties as described in the Loan Agreement and the applicable Deeds of Trust.

ATTORNEYS' FEES AND EXPENSES. In the event this Note is placed in the hands of an attorney for collection, or suit is brought on the same, or the same is collected through bankruptcy or other judicial proceedings, the Borrower agrees and promises to pay all attorneys' fees and collection costs, including all out-of-pocket expenses and the allocated costs and disbursements of internal counsel, incurred by the Lender.

GOVERNING LAW. This Note will be governed by federal law and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of laws provisions. This Note has been accepted by Lender in the State of Utah. The Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Salt Lake County, Utah, in any action or proceeding brought to enforce or otherwise arising out of or relating to this Note and hereby waives any objection to venue in any such court and any claim that such forum is an inconvenient forum.

BORROWER RECEIVED AND READ A COMPLETED COPY OF THIS NOTE BEFORE SIGNING IT. BORROWER UNDERSTANDS AND AGREES TO ALL OF THE TERMS OF THE NOTE.

BORROWER:
OGDEN CITY REDEVELOPMENT AGENCY

By: _____
Michael P. Caldwell
Executive Director

Attest:

Secretary

Approved as to form:

Office of Agency Attorney

Attachment 1
To \$5,000,000 Promissory Note

Date	Amount of Disbursement	Amount of Principal Paid	Unpaid Principal Balance	Notation By:
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Redevelopment Agency Meeting BOARD STAFF REVIEW

REAL ESTATE PURCHASE CONTRACT

-742 East 30th Street

DETERMINATION:

Adopt or Not Adopt Resolution

Executive

Summary

The Board will consider a Resolution authorizing a Real Estate Purchase Contract (REPC) with Conor McMullin for the purchase of .78 acres located at 742 East 30th Street. The property will be developed into market rate housing.

Background

August 2, 2016

The Board Office received an Administrative Transmittal requesting approval of a Real Estate Purchase Contract (REPC) with Conor McMullin for the purchase of .78 acres located at 742 East 30th Street.

August 9, 2016

The Board held a work session to discuss the proposed Real Estate Purchase Contract (REPC) with Conor McMullin.

Proposal

The Administrative staff is proposing the purchase of property located at 742 East 30th Street. The lot includes three vacant buildings: an historically and architecturally significant apartment building (tri-plex) at the front of the lot, with a single story apartment and a single story four-plex at the back of the lot. The historic building will be renovated and the rest of the property will be cleared for a future housing development. This project will add 10-12 new, market-rate rental units to the City's housing stock.

The Administration has negotiated a REPC with the following terms:

Description:	Tax ID # 02-004-0060, 02-004-0035 (.78 acres)
Seller:	Conor McMullin



Redevelopment Agency Meeting BOARD STAFF REVIEW

Purchase Price: \$175,000
Terms: \$5,000 Earnest Money paid within seven days of Effective Date (applicable to Purchase Price)
Effective Date: July 18, 2016
Seller Disclosure: Ten (10) Days from Effective Date
Due Diligence: Twenty (20) Days from Seller Disclosure Date
Extension: Thirty (30) day extension upon payment of \$1,000 (Not Applied to Purchase Price)
Closing Costs: Each party pays own; Buyer pays recording fees
Closing Date: Thirty (30) days from Board approval

Staff estimates the cost of demolition of the two buildings to be between \$45,000 and \$65,000. Agency housing funds and/or Quality Neighborhood funds will be used to cover the cost of purchase and development.

Staff are negotiating with potential developers for the site. It is likely that this property will be transferred as an incentive for entering into a development agreement with the Agency. Any development agreement negotiated by the Administrative staff will be approved by the Board at a future date.

Proposed Resolution

The Resolution authorizes the Executive Director to execute the documents and carry out the terms and conditions of each agreement. Any material change to any agreement would require Board consideration and approval.

Questions

1. Please provide some additional background on the “historically significant” tri-plex.
2. Has a developer for the project been identified? If so, when will the Development Agreement be ready for consideration?

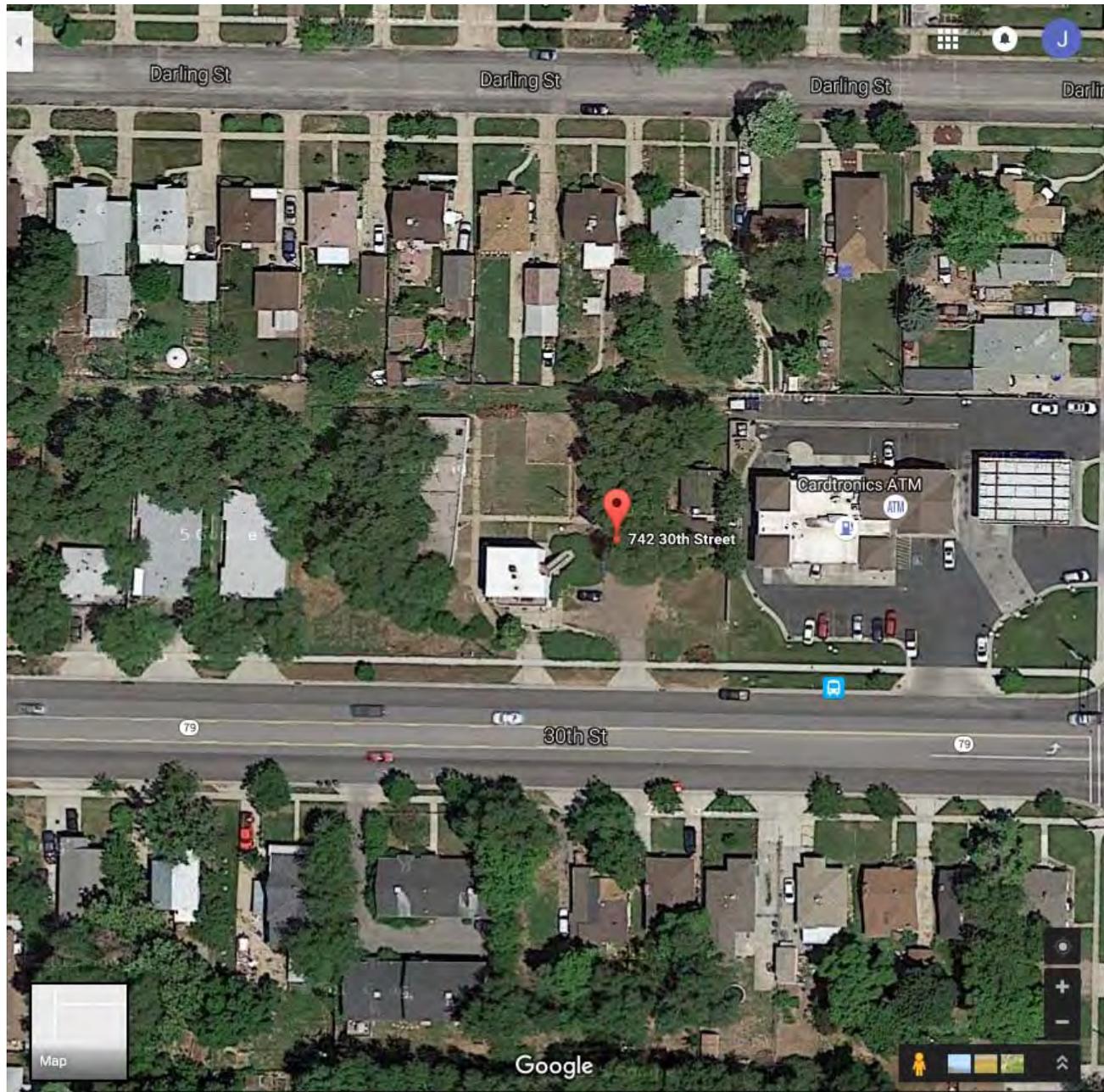
Board Staff Contact: Janene Eller-Smith, (801)629-8165

Ogden City RDA Meeting: August 16, 2016

2

742 East 30th Street





OGDEN CITY REDEVELOPMENT AGENCY TRANSMITTAL

RECEIVED

AUG 02 2016

Mark Johnson, CAO

Date Received by Admin:

Date Sent to Board:

OGDEN CITY COUNCIL OFFICE

DATE: July 28, 2016

TO: Ogden City Redevelopment Agency Board

FROM: Tom Christopoulos, *CED Director* _____ TC

SUBJECT: **Real Estate Purchase Contract between Agency and Conor McMullin for the purchase of .78 acres located at 742 East 30th Street**

STAFF CONTACT: Brandon Cooper, *CED Deputy Director*  BC

LEGAL CONTACT: Melven Smith, *Assistant City Attorney* _____ MS

REQUESTED TIMELINE: As soon as convenient

RECOMMENDATION: Administration recommends approval of the terms and conditions of the REPC by resolution

DOCUMENTS: REPC; Resolution

Background

The Redevelopment Agency has been successful in negotiating a real estate purchase contract for .78 acres located at 742 East 30th Street. The proposed transaction provides an opportunity for the Agency to bring about development that will reduce existing blight and have a significant impact to the surrounding blocks.

A summary of the McMullin Real Estate Purchase Contract is as follows:

- **Seller** – Conor McMullin
- **Property** – 02-004-0060; 02-004-0035
- **Size** – .78 acres
- **Purchase Price** – \$175,000
- **Earnest Money** – \$5,000 (applicable to Purchase Price)
- **Cash at Closing** - \$170,000 (to be paid from RDA Housing Fund)
- **Closing Date** – thirty-three days after Board approval

Benefit

Currently there are 3 buildings located on the property: a single-story apartment; a multi-story 3-plex with significant historical value; and a single-story 4-plex. All of the units

are vacant, un-occupiable in their current state, and have received multiple code violations. Though currently boarded as required by ordinance, frequent break-ins continue with squatters and transients moving through the property on a daily basis. The current owner is unable to make the necessary repairs and renovations to the property. The intended outcome of the purchase is the restoration of the historically significant 3-plex, the demolition of the 4-plex and single-story apartment, and the construction of additional new units on the remainder of the land. To facilitate this development, it is the intent of the Agency to purchase the property as set forth in the attached REPC, perform the demolition via a private demo contractor secured by competitive bid, and to offer up the property through conveyance as an incentive to a private developer. The yet to be identified developer would be required to develop the property in a manner that would be desirable to the Agency and pursuant to the terms and conditions of a development agreement that would govern the project and would be subject to future approval of the Agency.

The conveyance of the property as an incentive would allow for the construction of up to 10-12 new market rate units. These new units, along with the restoration of the historically significant 3-plex, would provide much needed stable market rate housing in the area, remove the existing blight and safety issues, and provide a signal to the market that investment is happening in the area.

Risk

If the Agency were to purchase the property subject to the terms of the attached REPC and was unsuccessful in negotiating an acceptable development agreement with a private developer, then the Agency would be responsible for either the disposition the property through a sale and accepting the outcomes thereof, or for the development of the property using Agency and City resources. This would require additional investment beyond the amount stated herein.

Fiscal Impact

The cost to purchase the property is \$175,000. The estimated cost of demolition to remove the single-story apartment and the 4-plex would be approximately \$45,000 - \$65,000. The Agency housing fund along with the Quality Neighborhoods fund would be used to cover these costs. These costs would be 'sunk' as the property would be conveyed at no cost as an incentive to a private developer.

Recommendation

Due to the significant beneficial impact that would come from restoring the existing 3-plex and introducing new market rate rental units into this area, the Administration recommends the Board approve the resolution for the purchase of the property located at 742 East 30th Street.

For further information, please contact Brandon Cooper at (801) 629-8947.

RESOLUTION NO. _____

A RESOLUTION OF THE OGDEN CITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE TERMS AND CONDITIONS OF A REAL ESTATE PURCHASE CONTRACT WITH CONOR MCMULLIN FOR THE PURCHASE OF .78 ACRES OF REAL PROPERTY LOCATED AT 742 EAST 30TH STREET, OGDEN, UTAH.

WHEREAS, the Ogden City Redevelopment Agency (“**Agency**”) is a separate body corporate and politic, duly and regularly created, established, organized and existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the Agency operates and is authorized to transact business and exercise its powers under and pursuant to Limited Purpose Local Government Entities – Community Development and Renewal Agencies, Title 17C, Utah Code Annotated 1953, as amended (the “**Act**”), previously known as the Utah Redevelopment Agencies Act; and

WHEREAS, the Act provides that an Agency may exercise its powers for the purpose of urban renewal, economic development and community development as such terms are defined in the Act; and

WHEREAS, the Agency desires to purchase certain real property located at 742 East 30th Street, Ogden, Utah, in order to accommodate and facilitate future redevelopment activities in accordance with the Agency’s purposes and objectives; and

WHEREAS, the Agency and Conor McMullin have negotiated the terms and conditions of the Agency’s purchase of the real property as set forth in that certain Real Estate Purchase Contract, which is attached to and made part of this Resolution as Attachment A – McMullin REPC (the “**REPC**”); and

WHEREAS, the Agency anticipates that it will use funds allocated under the Quality Neighborhoods Initiative or from other Agency accounts for the purpose of paying all or part of the purchase price and escrow payment due under the terms of the REPC.

NOW, THEREFORE, the board of the Ogden City Redevelopment Agency hereby resolves:

1. That the terms of the Real Estate Purchase Contracts, attached hereto as Attachment A are hereby approved; and
2. The Executive Director is hereby authorized to execute, deliver and carry out the terms and conditions of the REPC, as described in Attachment A. Any material change, as defined by Board leadership, staff, and legal counsel, in the terms of the REPC must be approved in advance by the Board.

APPROVED AND ADOPTED this _____ day of _____, 2016.

CHAIR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

LEGAL DATE

Real Estate Purchase Contract

THIS REAL ESTATE PURCHASE CONTRACT (“Contract”) made and entered into on the 18th day of June, 2016 (“Effective Date”) is for the purchase of the Property described herein by and between the **OGDEN CITY REDEVELOPMENT AGENCY**, a Utah political entity, together with its successors or assigns, (as the “Buyer”), and **CONOR MCMULLIN**, owner of record of the Property, together with its successors or assigns, (as the “Seller”). Buyer and Seller are individually referred to herein as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS, Seller owns or shall own certain real property located at 742 East 30th Street in Ogden, Weber County, Utah as more particularly described in this Contract; and

WHEREAS, Buyer desires to purchase such real property under the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the Parties agree to the following:

1. Description of Property.

1.1 Real Property. The real property which is the subject of this Contract are those certain parcels consisting of approximately 34,250 square feet (.78 acre) located at 742 East 30th Street, Weber County, Ogden, Utah (APN# 02-004-0060 and 02-004-0035), as legally described under Exhibit A – Property Description which is attached to and made part of this Contract (the “Property”) excepting the Excluded Real Property as defined below.

1.2 Included Items. Unless excluded herein, sale of the Property includes any and all above grade and below grade improvements and fixtures presently attached to the Property. Seller agrees to remove all personal property that Seller elects to retain. All personal property not removed and remaining on the Property at the time of Closing, if any, shall be retained by Buyer or disposed of by Buyer at Seller’s expense. Seller will reimburse Buyer for any disposal costs incurred by Buyer within fifteen (15) days of the date that Buyer provides Seller with evidence of any disposal costs paid by Buyer.

1.3 Excluded Real Property. None

2. Purchase Price. Subject to the terms, covenants and conditions of this Contract, the total “Purchase Price” for the Property shall be **ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00)** which shall be paid by Buyer to Seller as follows:

A. Earnest Money - An Earnest Money Payment shall be paid to the Closing Agent within seven (7) days of the Effective Date. The Earnest Money Payment shall be applicable to the total Purchase Price according to the

provisions of this Contract: **FIVE THOUSAND DOLLARS (\$5,000)**

- B. **Balance of Purchase Price at Closing- ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000)** payable to Seller in certified funds or other acceptable funds.

3. **Contract Deadlines.**

Effective Date of Contract: as shown in the first paragraph of this Contract, but not before the signature of both Parties and the formal approval of the Agency Board as described in Section 26 herein

Seller Disclosure Deadline: ten (10) days from Effective Date

Due Diligence Deadline: twenty (20) days from Seller Disclosure Deadline

Closing Date: Closing of this sale shall be held no later than three (3) business days from the Due Diligence Deadline at the office of Lincoln Title Company, 2225 Washington Blvd #110, Ogden, Utah 84401 (the "**Closing Agent**"), or at an alternate location mutually agreeable to the Parties.

Closing Extension Period: Buyer may, at Buyer's sole option, extend the Closing Date under this contract no more than one thirty (30) day period ("**30-day Extension Period**") by making a payment at the office of the Closing Agent of **ONE THOUSAND DOLLARS (\$1,000)** ("**Extension Payment**"). The Parties mutually acknowledge that such Extension Payment (a) shall be immediately released by Closing Agent to Seller, and (b) shall not be applied to the Purchase Price.

4. **Seller Disclosures.** On or before the Seller Disclosure Deadline, Seller shall deliver to Buyer the following documents which are collectively referred to as the "**Seller Disclosures**":

4.1 **Commitment for Title Insurance.** A preliminary report or commitment for title insurance (such report or commitment, as it may be amended, supplemented and updated, is referred to as the "**Preliminary Title Report**") in the full amount of the Purchase Price, with Buyer as the proposed insured, showing all matters affecting title to the Property including any and all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Property (collectively, the "**Exceptions to Title**") together with legible copies of all recorded documents constituting or evidencing such Exceptions to Title.

4.2 **Property Agreements.** Copies of any and all written leases, tenancies, rental agreements, service contracts, licenses, management agreements, landscaping agreements, maintenance agreements, and any and all other agreements affecting the Property, and a full written description of any such agreements which are not written (collectively, the "**Property Agreement(s)**"). With respect to each such Property Agreement, Buyer may direct Seller to assign Seller's interest under such Property Agreement to Buyer as of the Closing Date.

Exceptions. If Seller is unable or unwilling to remove such Unpermitted Exceptions from the Preliminary Title Report within such time period, Buyer may terminate this Contract with all Earnest Money returned to Buyer.

7.2 Property Agreements. If Buyer objects to any Property Agreement, Buyer shall notify Seller of such objection in writing no later than fifteen (15) days following Buyer's receipt of such Property Agreement. If Seller is unable or unwilling to resolve Buyer's objections regarding any particular Property Agreement, Buyer may terminate this Contract with all Earnest Money returned to Buyer and all parties shall be relieved of all liabilities under this Contract.

7.3 Environmental Assessments. In the event that Buyer determines, in Buyer's sole discretion, that any Environmental Assessment indicates the Property may not be appropriate, feasible, economically and/or environmentally viable for Buyer's planned use and/or development, Buyer may terminate this Contract with all Earnest Money returned to Buyer and all parties shall be relieved of all liabilities under this Contract.

7.4 Building/Zoning Code Violations. In the event Buyer determines, in Buyer's sole discretion, that any claims and/or conditions relating to Property building or zoning code violations may adversely impact Buyer's planned use and/or development of the Property, Buyer may terminate this Contract with all Earnest Money returned to Buyer and all parties shall be relieved of all liabilities under this Contract.

7.5 Other Material Information. In the event Buyer determines, in Buyer's sole discretion, that any additional information provided by Seller or obtained by Buyer regarding the Property may adversely impact Buyer's planned use and/or development of the Property, Buyer may terminate this Contract with all Earnest Money returned to Buyer and all parties shall be relieved of all liabilities under this Contract.

7.6 Consequences of Review. Buyer's inspection, review or approval of the Property, documents or any other materials shall be solely for Buyer's own benefit, and shall not be deemed to be or to result in any warranty, representation or conclusion relative to the technical adequacy of the subject of such inspection, review or approval, the safety, soundness or quality of the Property or the Property's compliance with applicable law. No such inspection, review or approval shall not reduce or qualify, in any manner, any of Seller's representations or warranties that may be specifically set forth in this Agreement.

8. Buyer's Right to Cancel. Buyer's obligation to purchase the Property under this Contract is conditioned upon the following:

8.1 Buyer's inspection and approval of the physical condition of the Property;

8.2 Buyer's review and approval of the content of any and all Seller Disclosures pursuant to Sections 4 and 7 of this Contract, including any survey information obtained by Buyer at Buyer's expense;

8.3 Buyer's receipt and approval of the Final Title Policy, insuring that Seller has and can deliver to Buyer good and marketable title to the Property at Closing, pursuant to the terms of this Contract.

8.4 Buyer's receipt of approval by resolution from the Ogden City Council authorizing

the Mayor to execute the terms and conditions herein.

9. **Buyer's Due Diligence.** As used in this Contract, the term "**Buyer's Due Diligence**" collectively refers to Buyer's completion of each of the conditions set forth in Section 6 and 7. No later than the Due Diligence Deadline, Buyer shall complete all of Buyer's Due Diligence. If by the expiration of the Due Diligence Deadline (a) Buyer does not cancel this Contract as provided herein; or (b) Buyer does not deliver a written objection to Seller regarding any Buyer's Due Diligence; or (c) the Parties have not agreed in writing to extend the Due Diligence Deadline, it shall be deemed that Buyer has completed and/or approved each of the Buyer's Due Diligence; and the contingencies referenced in Section 6 and 7 shall be deemed as completely and unconditionally waived by Buyer.

10. **Seller's Warranties and Representations.** As of the Effective Date, Seller makes the representations and warranties listed below. **Such warranties and covenants shall not survive the Closing unless otherwise specifically stated below.** In the event of a breach of any of the representations and warranties specified below prior to the Closing, upon written notice by and at the election of Buyer, Buyer may terminate this Contract and neither Seller nor Buyer shall have any further rights or obligations under this Contract.

10.1 **Title.** Seller is the sole owner and is in exclusive possession of the Property. Seller holds good and marketable title to the Property in fee simple, and will convey good and marketable title to Buyer, including all of Seller's right, title, and interest in the Property at the Closing by warranty deed free and clear of all liens and encumbrances other than those Exceptions to Title and/or Property Agreements Buyer has accepted or otherwise failed to object to pursuant to this Contract. Buyer understands and agrees that, pursuant to Subsection 10.3 of this Agreement, Buyer must obtain a Final Title Policy to insure Buyer against any and all loss or damage resulting from defects or problems relating to the Buyer's ownership of the Property. As such, Seller makes no representations or warranties regarding title to the Property beyond the Closing.

10.2 **No Changes During Transaction.** Seller agrees that from the Effective Date and continuing until the Closing, Seller shall not, without fifteen (15) day written notification of Buyer: (a) make any changes in any existing leases; (b) enter into any new long term leases that exceed industry standard month-to-month terms; (c) make any substantial alterations or improvements to the Property; or (d) incur any further financial encumbrances against the Property. Should Seller so encumber the Property after the Effective Date, then Seller shall be obligated to remove all such encumbrances on or prior to the Closing.

10.3 **Title Policy.** At the Closing, Seller shall provide a standard-coverage owner's policy of title insurance by a title insurance company in the total amount of the Purchase Price ("**Final Title Policy**") in order to adequately insure Buyer against any and all loss or damage resulting from defects or problems relating to the Buyer's ownership of the Property including, without limitation, the enforcement of liens that may exist against such Property. If title to the Property cannot be made insurable through an escrow agreement upon the Closing, the Seller shall return all Earnest Money to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

company shall be borne by such Party. Each Party will pay its own attorney's fees. Buyer shall pay the cost of recording the Deed.

11.4 Other. All other bills or charges including other recording fees, any state or local documentary stamps, transfer taxes or fees, assessments for improvements completed or initiated prior to Closing, whether levied or not, pertaining to the Property as of the date of Closing shall be paid by Seller at or prior to Closing. All rents and other similar payments shall be prorated to the date of Closing.

12. Default.

12.1 Buyer Default. If Buyer defaults after Seller's satisfaction of all of its obligations hereunder, Seller's sole remedy shall be to cancel the Contract and retain any and all monies paid by Buyer up to the time of default as liquidated damages.

12.2 Seller Default. If Seller defaults after Buyer's satisfaction of all of its obligations hereunder, Buyer may elect one of the following remedies: (a) cancel the Contract, and in addition to the return of the Earnest Money Payment, may elect to accept from the Seller, as liquidated damages, a sum equal to the Earnest Money Payment; or (b) maintain the Earnest Money Payment in trust and sue the Seller for specific enforcement of the Contract; or (c) accept a return of the Earnest Money Payment and pursue any other remedies available at law or equity.

13. Closing; Time of the Essence. Unless extended by mutual agreement of the Parties, the sale contemplated by this Contract shall be closed no later than the Closing Date at the office of the Closing agent or a reasonable location mutually agreed upon by the Parties. Notwithstanding the previous sentence, Buyer may, at Buyer's sole discretion, elect to close this transaction prior to the end of the Due Diligence Deadline. In the event this sale cannot be closed by the Closing Date due to interruption of transport, strikes, fire, flood, extreme weather, governmental regulations, delays caused by lender, acts of God, or similar occurrences beyond the control of Buyer or Seller, then the Closing shall be extended seven (7) days beyond the cessation of such interruption or condition, but in no event more than fifteen (15) days beyond the Closing Date. Thereafter, time is of the essence. This provision relates only to the extension of the Closing. As used in this Contract, the term "**Closing**" shall mean (i) the balance of the purchase price has been delivered to Seller or to the escrow/closing office; and (ii) any and all documents necessary to complete the sale of the Property have been recorded in the office of the county recorder

14. Final Pre-Closing Inspection. Seller warrants that on the date Seller delivers physical possession to Buyer, the Property and improvements will be broom-clean and free of debris and personal belongings. Prior to the Closing, Buyer may conduct a final pre-closing inspection of the Property to determine that the condition of the Property is broom-clean and free of debris and personal belongings, and that the fixtures referenced in Subsection 1.2 of this Contract are present and in good condition.

15. Authority of Signers. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller. The

person or persons executing and delivering this Agreement on behalf of Seller have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement.

16. **Real Estate Commissions.** Buyer has elected to not be represented by a real estate broker as part of Buyer's purchase of the Property. Any commissions due between Seller and its real estate broker, if any, shall be paid by Seller and governed by a third-party contract between those parties.
17. **Exclusive.** Seller shall not rent, lease, sell, or enter into any such offer with any other party from the date of delivery of this Contract and until the Closing or termination of this Contract as provided herein.
18. **Attorney's Fees.** Both Parties agree that should either Party default in any of the covenants or agreements herein contained, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing or terminating this Contract or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.
19. **Entire Contract; Amendments.** This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or agreements between the Parties whether oral or written and whether made by either Party, or by anyone acting on behalf of either Party, all of which shall be deemed to be merged in this Contract and shall be of no further force or effect. No amendment, modification or change in this Contract shall be valid or binding unless reduced to writing and signed by all of the Parties.
20. **Risk of Loss.** All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the Closing.
21. **Assignment.** Buyer may transfer or assign this Contract and all rights created under this Contract to any person or entity, without the need for obtaining any consent or approval from Seller. In the event of assignment, this Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, and any entities resulting from the reorganization, consolidation or merger of either party hereto.
22. **Notices.** Any notices to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery:

SELLER: Conor McMullin
1625 E. Westminster Ave
Salt Lake City, Utah 84105
310.775.5703

BUYER: Ogden City CED Director
2549 Washington Blvd
Suite #420
Ogden, Utah 84401

WITH COPY TO: Ogden City Attorney
2549 Washington Blvd
Suite #820
Ogden, Utah 84401

23. **Interpretation.** The provisions of this Contract shall be governed by and construed in accordance with the laws of the State of Utah. The section headings contained herein are for purposes of reference only and shall not limit, expand or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership, joint venture, corporation, trust, association or other entity or association or any combination thereof. For purposes of this Contract, any references to the term "days" shall mean calendar days, exclusive of legal holidays. If any provision of this Contract or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.
24. **Possession.** Buyer shall be entitled to possession of the Property at the Closing Date unless otherwise specified herein.
25. **Binding Effect.** The provisions of this Contract shall bind and inure to the benefit of the Parties and their respective successors and assigns. The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act, which may be necessary or proper to carry out the purposes of this Contract.
26. **Procedure.** The Parties understand that the Buyer shall require the approving action of the Board of the Ogden City Redevelopment Agency. All terms and conditions herein are subject to such approval.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, each of the Parties has executed this Contract.

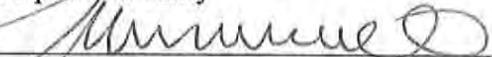
SELLER:

CONOR MCMULLIN

Name: Conor McMullin dotloop verified
06/21/16 5:27PM EDT
KF19-ELX3-G3FA-XIPM

BUYER:

OGDEN CITY REDEVELOPMENT AGENCY,
a Utah political entity

By: 
Michael P. Caldwell, Executive Director

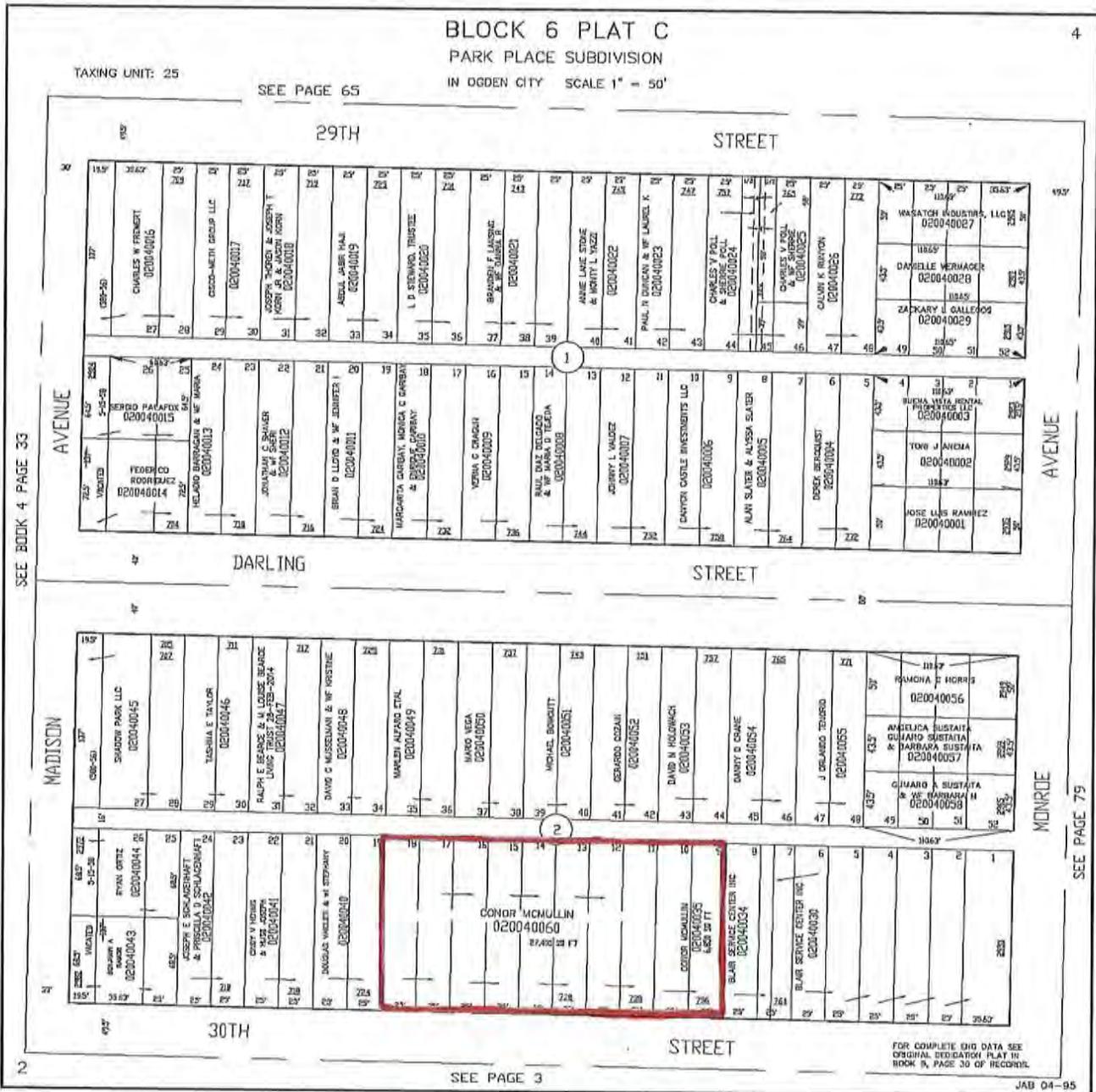
ATTEST: 
Agency Secretary - Chief Deputy Recorder

APPROVED AS TO FORM: 
Agency Attorney



EXHIBIT A
to
Real Estate Purchase Contract

The Property





Municipal Building Authority Meeting BOARD STAFF REVIEW

MUNICIPAL BUILDING AUTHORITY

- *Authorizing a Rate Modification to Series 2006A MBA Bonds*
- *Authorizing Amendments to the Master Lease Agreement*
- *Authorizing Amendments to the Second Indenture of Trust*

DETERMINATION: **Adopt or Not Adopt Resolution**

Executive

Summary

The Board will consider a Resolution authorizing a rate modification to the Series 2006A MBA bonds, amendments to the Master Lease Agreement with Ogden City, and amendments to the Second Indentures of Trust. The City's financial advisors have estimated the rate modification will yield annual savings of approximately \$90,000.

Background

March 7, 2000

The Municipal Building Authority Board adopted Resolution 2000-1 authorizing and approving a Master Lease Agreement between the City and the Municipal Building Authority, and authorizing the issuance and sale of 2000A Lease Revenue Bonds Series and execution of all related documents and transactions. Bond proceeds were used to fund the construction of the Public Works Facility at 29th and Wall and demolition and site, parking and landscape improvements on the Municipal Block. The total principal amount of the bonds was \$3.68 million.

March 7, 2000

The City Council adopted Resolution 2000-8 authorizing and approving a Master Lease Agreement between the City and the Municipal Building Authority, and authorizing the issuance and sale of Series 2000A Lease Revenue Bonds and execution of all related documents and transactions.

April 25, 2006

The Municipal Building Authority Board adopted Resolution 2006-2 authorizing the refunding and the retirement of a portion of



Municipal Building Authority Meeting BOARD STAFF REVIEW

the outstanding Series 2000A Lease Revenue Bonds, authorizing an amendment to the Master Lease Agreement between the City and the Municipal Building Authority, and authorizing the execution of all related documents and transactions. The total principal amount of the bonds was \$2.685 million.

April 25, 2006

The City Council adopted Resolution 2006-10 authorizing the refunding and the retirement of a portion of the outstanding Lease Revenue Bonds Series 2000A, authorizing an amendment to the Master Lease Agreement between the City and the Municipal Building Authority, and authorizing the execution of all related documents and transactions.

June 28, 2016

The City Council Office received an Administrative Transmittal requesting that the Council adopt a Resolution authorizing a rate modification for the Series 2006A MBA Bonds and amendments to the Indenture of Trust and Master Lease Agreement. The Administration indicated the Council action date was required in order to negotiate the modified interest rate with JP Morgan. The matter was tentatively scheduled for consideration on August 16, 2016.

July 19, 2016

The Administration provided an updated Transmittal and final documents for consideration.

July 26, 2016

The Board held a work session to review and discuss the proposed rate modification for the Series 2006A MBA Bonds and amendments to the Indenture of Trust and Master Lease Agreement.

Proposal

The Administration is requesting that the Council adopt a Resolution authorizing a rate modification for the Series 2006A MBA Bonds and amendments to the Second Indenture of Trust and Master Lease Agreement. A portion of the bonds are callable and



Municipal Building Authority Meeting BOARD STAFF REVIEW

can be refunded for an economic savings. The City's financial advisors have estimated the annual savings to be approximately \$90,000.

Rate Modification

The Administration is seeking a rate modification on the Series 2000A Bonds from the current rate of 4.65% to approximately 1.9%. Other pertinent information relating to the Series 2000A Bond is summarized as follows:

Original Par Amount:	\$2,865,000
Remaining Balance:	\$1,280,000
Final Maturity Date:	June 15, 2021
Security:	First Trust Deed Lien on Public Works Building
Reserve Fund Balance:	\$293,873.69
Original and Current Interest Rate:	4.35%
Project Refunding Interest Rate:	~ 1.90%
Estimated Total Annual Savings:	(Net of \$10,000 Cost of Issuance contribution): \$89,926.54
Estimated NPV Savings:	6.121%

The final refunding interest rate will be determined upon approval by the Municipal Building Authority and the City Council. Because this transaction involves a rate modification only, there are no publication, notification or contest period requirements.

Amendment to First Amendment to the Master Lease Agreement

The proposal from the Administration includes amending the First Amendment to the Master Lease Agreement by

- Deleting Section 4.2 relating to mandatory tender
- Allowing that the amendment may be executed in several counterparts.

All other terms and conditions of the Master Lease and the First Amendment to Master Lease will remain in full force and effect.



Municipal Building Authority Meeting BOARD STAFF REVIEW

CS Note: Mandatory Tender is defined as the requirement that a bondholder surrender the security to the issuer or its agent for purchase.

Amendment to Second Supplemental Indenture of Trust

The proposal from the Administration includes amending the Second Supplemental Indenture of Trust by

- Amending Section 2.2 to amend the interest rate to approximately 1.9% (final to be determined just prior to closing) and deleting the final two paragraphs
- Deleting Section 3.2 relating to mandatory tender
- Allowing that the amendment may be executed in several counterparts.

All other terms and conditions of the Master Lease and the First Amendment to Master Lease will remain in full force and effect.

Fiscal Impact

The Administration is proposing to pay the transaction costs of approximately \$10,000 from the Municipal Building Authority's existing funds. Note, however, that since all revenues of the MBA are derived from lease payments made by the City, the City would ultimately pay these costs.

If the refunding is not approved, the Municipal Building Authority (and through lease payments, the City) would need to pay off the callable portion of the bonds--the "mandatory tender" as determined by the bond documents--of \$986,126.31.

Attachment

Municipal Building Authority Resolution 2006-2 which includes

- Second Supplemental Indenture of Trust
- First Amendment to the Master Lease Agreement

Questions

1. Please review the proposal to seek a rate modification to existing 2006A MBA Bonds and the related amendments to the Master Lease Agreement and Second Indenture of Trust between the MBA and Ogden City.



Municipal Building Authority Meeting BOARD STAFF REVIEW

2. Will budget amendments for the MBA and City be required to cover the transaction costs?

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

MUNICIPAL BUILDING AUTHORITY TRANSMITTAL

Date: July 15, 2016
To: Municipal Building Authority
From: Brandee Johnson, Treasurer *65 acting*
RE: Proposed Refunding of Municipal Building Authority (MBA) of Ogden City, Utah -
- Series 2006 Bonds

Staff Contact: Brandee Johnson, Treasurer, ext. 8710
Recommendation: Adopt Resolution
Documents:

- Notice of Special Meeting
- Resolution
- Amendment to Second Supplemental Indenture of Trust
- Second Amendment to Master Lease Agreement

Summary:

Original Par Amount:	\$2,865,000
Remaining Balance:	\$1,280,000
Final Maturity Date:	June 15, 2021
Security:	First Trust Deed Lien on Public Works Building
Reserve Fund Balance:	\$293,873.69
Original and Current Interest Rate:	4.35%
Projected Refunding Interest Rate:	~ 1.90%
Estimated Total Annual Savings:	(Net of \$10,000 Cost of Issuance contribution): \$89,926.54
Estimated NPV Savings:	6.121%

The bonds noted above are callable and can be refunded for an economic savings. Given the small amount outstanding and the short duration remaining on the debt, it is most advisable to seek first to negotiate a lower rate with the current bondholder, JP Morgan.

Contact has been made with JP Morgan and they are willing to adjust the interest rate on these bonds. A rate can be provided immediately upon the Building Authority and Ogden City take formal action to extend the transaction with J.P. Morgan with an interest rate modification. The timeline provided to J.P. Morgan was a council work session scheduled for July 26th and consideration of the resolution on August 16th. Based on the timeline provided, we understand the rate will be fixed on the morning of the 16th and we will seek to close shortly thereafter, likely on August 18th as no publication or contest period is required due to the fact that this does not constitute a reissuance of bonds.

The proposed resolution includes an interest rate modification and the elimination of the mandatory tender. All other provisions of the original bond documents remain the same.

Action Items:

Review and adopt resolution.

Fiscal Impact:

The bondholder of the Series 2006 Bonds has offered to reduce the interest rate and eliminate the mandatory tender provisions relating to the Series 2006 Bonds. It is desirable and beneficial to have a lower interest rate and eliminate the mandatory tender in order to achieve a debt service savings.

The Building Authority/City will need to pay for associated legal and advisory fees from cash on-hand rather than borrow from a bond issue so that it would not constitute a refunding that would necessitate all new bond documents, parameters resolution, publication, etc. It is estimated that these fees would be approximately \$10,000 and have been netted out of the savings figures noted above.

If the refunding is not desirable, the Building Authority/City would need to make the mandatory tender amount of \$986,126.31.

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF OGDEN CITY, UTAH:

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board of the Municipal Building Authority of Ogden City, Utah will be held at 2549 Washington Blvd Suite 340, Ogden, Utah at 6:00 p.m. on Tuesday the 16th day of August, 2016, for the purpose of consideration for adoption of a resolution authorizing an interest rate modification and eliminating the mandatory tender for its Lease Revenue Refunding Bonds, Series 2006 and for the transaction of such other business incidental to the foregoing as may come before said meeting.

ACKNOWLEDGMENT OF NOTICE
AND CONSENT TO SPECIAL MEETING

We, the Chair and Trustees of the Governing Board of the Municipal Building Authority of Ogden City, Utah, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time and place specified in said notice, and to the transaction of any and all business which may come before said meeting.

Chair

Vice Chair

Trustee

Trustee

Trustee

Trustee

Trustee

Ogden, Utah

August 16, 2016

The Governing Board of the Municipal Building Authority of Ogden City, Utah (the "Board"), met in special public session at 2549 Washington Blvd Suite 340, Ogden, Utah, on Tuesday, August 16, 2016, at the hour of 6:00 p.m., with the following members of the Board being present:

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

Also present:

Mike Caldwell	President
Tracy Hansen	Secretary-Treasurer

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Secretary-Treasurer presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this August 16, 2016 meeting, a copy of which is attached hereto as Exhibit A.

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

Those voting AYE:

Those voting NAY:

The resolution was then signed by the Chair and recorded by the Secretary-Treasurer in the official records of the Municipal Building Authority of Ogden City, Utah. The resolution is as follows:

RESOLUTION 2016-2

A RESOLUTION OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF OGDEN CITY, UTAH, AUTHORIZING AN INTEREST RATE MODIFICATION AND ELIMINATING THE MANDATORY TENDER FOR ITS LEASE REVENUE REFUNDING BONDS, SERIES 2006; AUTHORIZING AMENDMENTS TO A SECOND SUPPLEMENTAL INDENTURE AND A FIRST AMENDMENT TO MASTER LEASE; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of (i) the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, the “Act”), and (ii) the General Indenture of Trust dated as of March 1, 2000 (the “General Indenture”), and the Second Supplemental Indenture of Trust dated as of April 1, 2006 (the “Second Supplemental Indenture” and, together with the General Indenture, the “Indenture”), each by and between the Municipal Building Authority of Ogden City, Utah (the “Authority”) and Wells Fargo Bank, N.A., as trustee, the Authority has previously issued its Lease Revenue Refunding Bonds, Series 2006 (the “Series 2006 Bonds”); and

WHEREAS, the Series 2006 Bonds were issued to finance (i) costs associated with various improvements to the Ogden City, Utah (the “City”) public works facility and related improvements, and (ii) the demolition of existing buildings and construction of site, parking and landscaping (collectively, the “Series 2006 Project”); and

WHEREAS, the City has leased, as Lessee, on an annually renewable basis, the Series 2006 Project from the Authority, and the Authority has leased, as Lessor, the Series 2006 Project to the City under the terms and provisions set forth in the Master Lease Agreement, dated as of March 1, 2000 (the “Master Lease”) and a First Amendment to Master Lease Agreement dated as of April 1, 2006 (the “First Amendment to Master Lease” and together with the Master Lease, the “Lease”); and

WHEREAS, the owner of 100% of the Series 2006 Bonds has offered to reduce the interest rate on the Series 2006 Bonds and to eliminate the mandatory tender provisions relating to the Series 2006 Bonds and the Governing Board considers it desirable and beneficial to the Authority and the City to authorize such interest rate modification and elimination of said mandatory tender (collectively, the “Modification”) in order to achieve a debt service savings; and

WHEREAS, in order to accomplish the purposes set forth in the preceding recitals, the Governing Board desires to authorize (i) an amendment to the Second Supplemental Indenture (the “Indenture Amendment”) and (ii) an amendment to the First Amendment to Master Lease (the “Master Lease Amendment” and collectively with the Indenture Amendment, the “Amendments”), in substantially the forms attached hereto as Exhibits B and C.

NOW, THEREFORE, it is hereby resolved by the Governing Board of the Municipal Building Authority of Ogden City, Utah, as follows:

Section 1. Terms defined in the foregoing recitals hereto shall have the same meaning when used in this Resolution.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the Governing Board directed toward the Modification, are hereby ratified, approved and confirmed.

Section 3. The Governing Board hereby finds and determines that it is in the best interests of the Authority and residents of the City for the Authority to proceed with the Modification and the Governing Board hereby authorizes the Modification and directs officers and staff of the Governing Board to take all actions necessary in connection therewith.

Section 4. The Indenture Amendment and the Master Lease Amendment, in substantially the respective forms presented to this meeting and attached hereto as exhibits, are in all respects approved, authorized and confirmed, and the Chair and Secretary-Treasurer are authorized to execute and deliver the Indenture Amendment and the Master Lease Amendment in the form and with substantially the same content as attached hereto for and on behalf of the Authority.

Section 5. The appropriate officers of the Authority are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and are authorized to take all action necessary in conformity with the Act to effect the Modification, including, without limitation, the execution and delivery of any other documents required to be delivered in connection therewith.

Section 6. 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.

APPROVED AND ADOPTED this August 16, 2016.

(SEAL)

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the agenda, the meeting was adjourned.

(SEAL)

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

STATE OF UTAH)
 : ss.
COUNTY WEBER)

I, Tracy Hansen, the duly appointed and qualified Secretary-Treasurer of the Municipal Building Authority of Ogden City, Utah (the "Authority"), do hereby certify according to the records of the Governing Board of the Authority in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Governing Board held on August 16, 2016, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said Authority, this 16th day of August, 2016.

Secretary-Treasurer

(S E A L)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Tracy Hansen, the undersigned Secretary-Treasurer of the Municipal Building Authority of Ogden City, Utah (the "Authority"), do hereby certify, according to the records of the Authority 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 August 16, 2016 public meeting held by the Authority as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Authority's principal offices on August __, 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 delivered to the Standard Examiner on August __, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

The Authority does not schedule its meetings for the year in advance.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 16th day of August, 2016.

Secretary-Treasurer

(S E A L)

SCHEDULE 1

NOTICE OF MEETING

EXHIBIT B

FORM OF INDENTURE AMENDMENT

[See Transcript Document No. 3]

AMENDMENT TO SECOND SUPPLEMENTAL INDENTURE OF TRUST

THIS AMENDMENT TO SECOND SUPPLEMENTAL INDENTURE OF TRUST, dated as of August 19, 2016 (the “Amendment”), by and between the Municipal Building Authority of Ogden City, Utah, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the “Authority”), and Wells Fargo Bank, N.A., a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having an office in Denver, Colorado (the “Trustee”).

WITNESSETH:

WHEREAS, pursuant to the provisions of (i) the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, the “Act”), and (ii) the General Indenture of Trust dated as of March 1, 2000 (the “General Indenture”), and the Second Supplemental Indenture of Trust dated as of April 1, 2006 (the “Second Supplemental Indenture” and, together with the General Indenture, the “Indenture”), each by and between the Authority and the Trustee, the Authority has previously issued its Lease Revenue Refunding Bonds, Series 2006 (the “Series 2006 Bonds”); and

WHEREAS, the Series 2006 Bonds were issued to finance (i) costs associated with various improvements to the Ogden City, Utah (the “City”) public works facility and related improvements, and (ii) the demolition of existing buildings and construction of site, parking and landscaping (collectively, the “Series 2006 Project”); and

WHEREAS, the City has leased, as Lessee, on an annually renewable basis, the Series 2006 Project from the Authority, and the Authority has leased, as Lessor, the Series 2006 Project to the City under the terms and provisions set forth in the Master Lease Agreement, dated as of March 1, 2000 (the “Master Lease”) and a First Amendment to Master Lease Agreement dated as of April 1, 2006 (the “First Amendment to Master Lease” and together with the Master Lease, the “Lease”); and

WHEREAS, the owner of 100% of the Series 2006 Bonds has offered to reduce the interest rate on the Series 2006 Bonds and to eliminate the mandatory tender provisions relating to the Series 2006 Bonds and the City and Authority consider it desirable and beneficial to the Authority and the City to authorize such interest rate modification and elimination of said mandatory tender in order to achieve a debt service savings; and

WHEREAS, in order to accomplish the purposes set forth in the preceding recitals, the City and the Authority have authorized this amendment to the Second Supplemental Indenture (the “Indenture Amendment”) and an amendment to the First

Amendment to Master Lease (the “Master Lease Amendment” and collectively with the Indenture Amendment, the “Amendments”).

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

AMENDMENT TO INDENTURE

Section 1.1 Amendment to Section 2.2. Section 2.2 of the Second Supplemental Indenture is hereby amended as follows:

Effective June 15, 2016, the interest rate in paragraph 3 is amended to []% per annum.

The final two paragraphs are deleted.

Section 1.2 Elimination of Section 3.2. Section 3.2 of the Second Supplemental Indenture is hereby deleted in its entirety.

Section 1.3 Counterparts. This Amendment 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 1.4 Indenture to Remain in Effect. Except as amended or supplemented hereby the Indenture shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the Trustee, with consent of the City and the Bondholder, has caused this Amendment to Second Supplemental Indenture of Trust to be executed as of the date first written above.

MUNICIPAL BUILDING AUTHORITY
OF OGDEN CITY, UTAH

(SEAL)

By: _____
Chair

COUNTERSIGN:

By: _____
Secretary-Treasurer

WELLS FARGO BANK, N.A.,
as Trustee

By: _____

Title: _____

EXHIBIT C

FORM OF MASTER LEASE AMENDMENT

[See Transcript Document No. 4]

SECOND AMENDMENT TO MASTER LEASE AGREEMENT

THIS SECOND AMENDMENT TO MASTER LEASE AGREEMENT, dated as of August 19, 2016 (the "Amendment"), by and between the Municipal Building Authority of Ogden City, Utah (the "Authority") as lessor hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as grantor under a General Indenture of trust of dated March 1, 2000 (the "General Indenture"), and Ogden City, Utah (the "City"), as lessee hereunder, a body corporate duly existing as such within the State under the Constitution and laws of the State of Utah.

WITNESSETH:

WHEREAS, pursuant to the provisions of (i) the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, the "Act"), and (ii) the General Indenture of Trust dated as of March 1, 2000 (the "General Indenture"), and the Second Supplemental Indenture of Trust dated as of April 1, 2006 (the "Second Supplemental Indenture" and, together with the General Indenture, the "Indenture"), each by and between the Authority and Wells Fargo Bank, N.A., as trustee, the Authority has previously issued its Lease Revenue Refunding Bonds, Series 2006 (the "Series 2006 Bonds"); and

WHEREAS, the Series 2006 Bonds were issued to finance (i) costs associated with various improvements to the City's public works facility and related improvements, and (ii) the demolition of existing buildings and construction of site, parking and landscaping (collectively, the "Series 2006 Project"); and

WHEREAS, the City has leased, as Lessee, on an annually renewable basis, the Series 2006 Project from the Authority, and the Authority has leased, as Lessor, the Series 2006 Project to the City under the terms and provisions set forth in the Master Lease Agreement, dated as of March 1, 2000 (the "Master Lease") and the First Amendment to Master Lease Agreement dated as of April 1, 2006 (together with the Master Lease, the "Lease"); and

WHEREAS, the owner of 100% of the Series 2006 Bonds has offered to reduce the interest rate on the Series 2006 Bonds and to eliminate the mandatory tender provisions relating to the Series 2006 Bonds and the City and the Authority consider it desirable and beneficial to the Authority and the City to authorize such interest rate modification and elimination of said mandatory tender in order to achieve a debt service savings; and

WHEREAS, in order to accomplish the purposes set forth in the preceding recitals, the City and the Authority have authorized an amendment to the Second Supplemental Indenture and this amendment to the First Amendment to Master Lease.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

AMENDMENT TO THE MASTER LEASE AGREEMENT

Section 1.1 Elimination of Section 4.2. Section 4.2 of the First Amendment to Master Lease is hereby deleted in its entirety.

Section 1.2 Amendment of Base Rental Payment Schedule. The Base Rental Payment Schedule set forth in Exhibit A to the First Amendment to Master Lease is amended to read as follows:

BASE RENTAL PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
November 30, 2016	-		
May 31, 2017	\$235,000.00		
November 30, 2017	-		
May 31, 2018	245,000.00		
November 30, 2018	-		
May 31, 2019	255,000.00		
November 30, 2019	-		
May 31, 2020	265,000.00		
November 30, 2020	-		
May 31, 2021	280,000.00		

Section 1.3 Counterparts. This Amendment 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 1.4 Master Lease to Remain in Effect. Except as amended or supplemented hereby the Master Lease and the First Amendment to Master Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the City, with consent of the Trustee, and the Bondholder, have caused this Amendment to be executed as of the date first written above.

MUNICIPAL BUILDING AUTHORITY
OF OGDEN CITY, UTAH

(SEAL)

By _____
Chair

ATTEST AND COUNTERSIGN:

By _____
Secretary

OGDEN CITY, UTAH

(SEAL)

By _____
Mayor

ATTEST AND COUNTERSIGN:

By _____
City Recorder