NOTICE AND AGENDA

SOUTH OGDEN CITY COUNCIL MEETING

Tuesday, September 20, 2016 – 6:00 p.m.

Notice is hereby given that the South Ogden City Council will hold their regular City Council Meeting, Tuesday, September 20, 2016, beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the council may be joining the meeting electronically.

I. OPENING CEREMONY

A. Call to Order – Mayor James F. Minster

B. Prayer/Moment of Silence -

C. Pledge of Allegiance – Council Member Brent Strate

II. PUBLIC COMMENTS

– This is an opportunity for comment regarding issues or concerns. No action can or will be taken at this meeting on comments made.

Please limit your comments to three minutes.

III. RECOGNITION OF SCOUTS AND STUDENTS

IV. CONSENT AGENDA

A. Approval of September 6, 2016 Council Minutes

B. Set Date for Special Council Meeting (Town Hall Meeting), September 22, 2016 at 6 pm in the Community Room Located at 560 39th Street

V. DISCUSSION / ACTION ITEMS

A. Consideration of **Ordinance 16-19** – Amending the Consolidated Fee Schedule

B. Consideration of **Resolution 16-31** – Approving an MOU With Weber State University for Police Information Sharing

C. Consideration of **Resolution 16-32** – Approving the Award of Bid and Agreement With CKC for Crack Sealing Project

D. Discussion on Police Department Compensation

VI. DISCUSSION ITEMS

A. Report/Discussion on South Ogden Days
B. Discussion on SoFi Awards Policy
C. Discussion on 401K Match Benefit
D. Report/Discussion on Youth Court Status

VII. DEPARTMENT DIRECTOR REPORTS

A. Doug Gailey – Employee Recognition Report

VIII. REPORTS

A. Mayor
B. City Council Members
C. City Manager
D. City Attorney

IX. COUNCIL COMMUNICATION/DIRECTION TO CITY MANAGER

X. ADJOURN CITY COUNCIL MEETING AND CONVENE INTO WORK SESSION

A. Discussion on Allowing Bees, Pigs, and Chickens in the City

XI. ADJOURN WORK SESSION

Posted and emailed to the State of Utah Website September 16, 2016

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on September 16, 2016. Copies were also delivered to each member of the governing body.

Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.

FINAL ACTION MAY BE TAKEN ON ANY ITEM ON THIS AGENDA

MEMORANDUM

September 14, 2016

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: September 20, 2016 Council Meeting

DISCUSSION/ACTION ITEMS

- *Ordinance 16-19 – Amending the Consolidated Fee Schedule.* The city is ready to start providing Passport Services. Before we begin we need to adopt the fees that will be charged for providing this service.
- *Resolution 16-31 – Approving an agreement with Weber State University for Police information sharing.* I will refer you to Chief Parke's staff report on this item.
- *Resolution 16-32 – Approving an agreement and bid award to CKC for street crack sealing project.* This bid award will enable CKC to crack seal 30 of the city streets this fall. The money for this project will be from Class C road funds. This is a part of the city's plan for road improvement projects for this year. There is a map in your packet showing the roads that will be crack sealed as a part of this project. The total bid is for $39,276.99. Staff has fully vetted this bid and the company and we recommend approval of this resolution.
- *Discussion on Police Department Compensation.* Chief Parke has done some additional work in analyzing our law enforcement compensation and the challenges facing South Ogden and other Weber County law enforcement entities. He will review this information with the council with a request that the council allocate some additional funds to allow him to more competitively compensate his officers.

DISCUSSION ITEMS

- *South Ogden Days Presentation & Discussion.* Staff will provide a report on the 2016 South Ogden Days and information gathered from staff on possible changes for next year. Staff will also be looking for input/feedback from the council on what you'd like to see for next year's event.
- *SoFi Program Discussion.* The SoFi program is a great program but it got off track because we did not clearly define and formally adopt the program's objects, goals, processes, etc. Prior to drafting formal program guidelines, staff would like to first revisit the council's program objectives and

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goals for SoFi. Staff will then prepare program guidelines and bring them back for council approval.

- *Employee 401k match benefit.* Staff has done some additional work and analysis related to what some possible 401k match benefits might look like and what they will cost the city to provide. Staff will present this information and allow the council to discuss and provide direction.
- *Report/Discussion on Youth Court Program.* Chief Parke's department has compiled some information related to the city's youth court program. Given the number of cases and the types of cases being handled by the youth court in comparison to the resources it takes to provide this service no longer seem to justify the city in continuing to provide the service. Chief Parke has provided some great information for you to review in advance of this discussion and has also provided some recommendations for your consideration.

DEPARTMENT REPORTS

- Doug Gailey will review the employee incentives that have been awarded by various departments for the last quarter.

WORK SESSION

- *Discussion on Chickens, Pigs and Bees, oh my!* Leesa has provided some great summary information on each of these topics for you to review. The intent of this work session is to allow you as a council to decide what, if any, changes you'd like to make to the city's code related to each of these topics.

OTHER ITEMS

- *Form Based Code Expansion Project* – Mayor Minsters and I met with IBI, WFRC and Mark Vlasic last week. IBI will be preparing a draft of the FBC expansion for the PC and CC to review in October. The plan is for IBI to meet with development stakeholders during the afternoon on Oct. 4. Following the council's regular meeting that night we will have a combined work meeting between the PC and CC. During the meeting IBI will gather input from the group to further refine the code. On Nov. 1 we will hold a public open house where the public will be invited to come comment, provide input, etc. from 5 to 6 p.m.
- *Ordinance for Reasonable Accommodations* – Dan has made the changes discussed at the last meeting with the council and the amended ordinance is now being sent to the Planning Commission for their review, public hearing and recommendations. This will be on the PC's September 8 meeting. Dan will be there to discuss the amendments with the PC and answer their questions. If everything goes as we hope, the PC will have their public hearing and make

their recommendation at their October meeting (Oct. 13) and it will be on the city council agenda for final action on October 18.

- *Highway 89 Project* – Staff met with UDOT and the contractor this week as a part of the contractor's substantial completion walk through. We should be seeing some great improvements soon. One of the challenges has been the lack of water for the plants because the Weber Basin water connection has not been completed. As a result, the contractor will be inspecting and replacing all of the dead plants before the project is turned over to the city.
- *School District Property* – Staff did a walk through with the District and the demolition contractor. Ken Bradshaw and the District's attorney are working through the legal agreements that will need to be consummated to finalize the transactions. The demolition is expected to be in late October and November.
- *Transportation Fee Study* – Staff will be having a meeting between the city engineer and a financial consultant from Lewis Young Robertson and Burningham on Sept. 22. We will be identifying the steps that we'll have to take to complete the analysis, who will be responsible to complete the steps and establishing a project timeline to get the work completed.

MINUTES OF THE SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, September 6, 2016 – 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Not Approved

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Russell Porter, Council Members Brent Strate, Sallee Orr, Bryan Benard, and Adam Hensley

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, Assistant to the City Manager Doug Gailey, and Recorder Leesa Kapetanov

CITIZENS PRESENT

Wesley Stewart, Jerry Cottrell, Walt Bausman, Ethan Woody, Jackson Buckway, Michael Booth, Roselyn Hartman

I. OPENING CEREMONY

A. Call To Order

Mayor Pro Tem Porter called the meeting to order at 6:00 pm. He excused Mayor Minster who was ill and unable to be in attendance and then called for a motion to open the meeting.

Council Member Orr moved to convene as the South Ogden City Council, followed by a second from Council Member Benard. In a voice vote Council Members Orr, Hensley, Porter, Benard, and Strate all voted aye.

B. Prayer/Moment Of Silence

The mayor pro tem invited those present to participate in a moment of silence.

C. Pledge Of Allegiance

Council Member Hensley led everyone in the Pledge of Allegiance.

Mayor Pro Tem Porter indicated it was time for public comments, asking that those speaking limit their comments to three minutes.

II. PUBLIC COMMENTS

Wes Stewart, 3625 Jefferson – stated he felt the 500 foot notification was a good thing for the City to implement; it got the public involved in the political process. He then said that there were many minorities in his neighborhood and they did not make a lot of money. He wondered where they would go if the City pushed them out. The City should provide programs for them. They had the right to

live in a quiet residential neighborhood.
He concluded his remarks by asking that the City look at providing an area for bikes on the sidewalk on 40th Street. It would be too dangerous for the bikes to be in the street.

There were no other public comments.

III. RECOGNITION OF SCOUTS/STUDENTS PRESENT

Mayor Pro Tem Porter invited the scouts present at the meeting to come forward and introduce themselves. Council Member Benard presented each with a South Ogden City pin. Ethan Woody and Jackson Buckway, Troop 256, came forward. They were attending the meeting to earn their Citizenship in the Community merit badge. Scoutmaster Michael Booth also came forward.

IV. CONSENT AGENDA

A. Approval of August 16, 2016 Council Minutes and August 30, 2016 Special Meeting Minutes

B. Approval of August Warrants Register

The mayor pro tem read through the items on the consent agenda and asked if there were any questions. There were no questions from the Council. The mayor pro tem called for a motion concerning the consent agenda.

Council Member Benard moved to approve the consent agenda. Council Member Strate seconded the motion. Council Members Benard, Strate, Orr, Hensley and Porter all voted aye.

V. DISCUSSION/ACTION ITEMS

A. Consideration of Ordinance 16-18 – Amending Title 10, Chapters 1 and 15 Having To Do With Land Use Public Hearing Proximity Notifications

Mayor Pro Tem Porter asked if there was discussion concerning this item. Council Member Benard said that since they were going beyond what state statute required, staff needed to have a process in place to make sure notices got out in the event the recorder was ill or not in the office. Council Member Hensley pointed out there were some unnecessary spaces in the ordinance that should be cleaned up. The mayor pro tem then entertained a motion.

Council Member Benard moved to approve Ordinance 16-18, followed by a second from Council Member Orr. There was no further discussion. Mayor Pro Tem Porter called the vote:

Council Member Hensley-	**Yes**
Council Member Orr-	**Yes**
Council Member Strate-	**Yes**
Council Member Benard-	**Yes**
Mayor Pro Tem Porter-	**Yes**

Not Approved

Ordinance 16-18 was adopted.

B. Consideration of Resolution 16-28 – Approving an Agreement With Consolidated Paving and Concrete For 43rd Street Repaving Project

City Manager Dixon explained the lowest qualified bidder for the street project was Consolidated Paving and they had been awarded the bid. He added that the city engineer had also tested the road to determine what work was absolutely necessary in order to not spend any more money than needed. It was determined they would mill the road down 3" and use that product to lay down as a base for the new asphalt.

The Council asked several questions concerning the project and bid award. Mayor Pro Tem Porter then called for a motion concerning Resolution 16-28.

Council Member Orr moved to adopt Resolution 16-28. The motion was seconded by Council Member Strate. The mayor pro tem then called the vote:

Council Member Orr-	**Yes**
Council Member Strate-	**Yes**
Council Member Benard-	**Yes**
Council Member Hensley-	**Yes**
Mayor Pro Tem Porter-	**Yes**

The motion stood.

C. Consideration of Resolution 16-29 – Approving a Franchise Agreement With the Wasatch Front Football League

City Manager Dixon reminded the Council this was an agreement they did annually. By adopting it, the City was agreeing to abide by the WFFL's program policies and procedures. The City had been participating in the program for over 20 years. Staff recommended approval. The Council asked several questions concerning the agreement and the program, including if the City had any other options of other leagues. Parks and Public Works Director Jon Andersen answered their questions, stating that there were no other options. The mayor pro tem called for a motion.

Council Member Hensley moved to adopt Resolution 16-29. Council Member Benard seconded the motion. The mayor pro tem asked if there were any further discussion, and seeing none, made a roll call vote:

Council Member Strate-	**Yes**
Council Member Benard-	**Yes**
Council Member Hensley-	**Yes**
Council Member Orr-	**Yes**
Mayor Pro Tem Porter-	**Yes**

Resolution 16-29 was adopted.

Not Approved

D. Consideration of Resolution 16-30 – Approving an Agreement With iWorQ for Road Pavement Assessment

City Manager Dixon explained that in order to create a Transportation Infrastructure Improvement Plan, the City needed to first get a current baseline assessment of all the roads. This agreement would allow that to happen. The assessment would assign a road surface life (RSL) to each road in the City, allowing staff to create a long-range plan of road replacement and maintenance. The $5,520 cost for the assessment would come from Class C road funds. Council Member Strate said he was confused; he thought they had paid out $30,000 in February for this to be done. City Manager Dixon explained they had decided to create a Transportation Infrastructure Improvement Plan in February, but the money to do so had not been allocated until the budget was adopted in June. This road assessment was necessary in order to create the Transportation Plan, but would be paid for through Class C funds, not from the $30,000 from the general fund set aside for the Transportation Plan. Parks and Public Works Director Jon Andersen added that the Transportation Plan would show how much money was needed to bring the roads to the level they should be; this would allow the Council to determine if a transportation fee should be assessed. Council Member Strate said he thought the process had begun back in February, when they were told that it would take a year; he was concerned that it had not begun until now. There was discussion and explanation between the Council and staff. Council Member Hensley requested some information on if the $30,000 allocated for the Transportation Plan included the cost of the road assessment. There was no further discussion. Mayor Pro Tem Porter called for a motion.

Council Member Strate moved to adopt Resolution 16-30, followed by a second from Council Member Benard. The mayor pro tem then called the vote:

Council Member Benard-	**Yes**
Council Member Orr-	**Yes**
Council Member Strate-	**Yes**
Council Member Hensley-	**Yes**
Mayor Pro Tem Porter-	**Yes**

Motion stood. Resolution 16-30 was adopted.

VI. DISCUSSION ITEMS

A. Policy Direction for Law Enforcement Compensation

Chief Darin Parke read through a statement to the council (see Attachment A) outlining the near-crisis difficulties of police departments around the country, including South Ogden, in hiring and retaining officers. Surrounding police jurisdictions had actively recruited South Ogden officers, three of whom had tendered their resignations. The other jurisdictions had offered increased pay, between $4 and $8 more per hour, as well as things like signing bonuses. There were not enough qualified applicants to fill the positions in our City, and other cities were experiencing the same thing. The costs to train a new employee were estimated at $70,000.

Not Approved

Because of the decrease in the number of available officers, mandatory overtime had been increased, requests for vacation denied, and overall stress had gone up. Morale was being negatively affected. The South Ogden Police Department was at risk for several things: losing more officers, not being able to fill vacancies, becoming a training ground for other departments, increased liability, and decreased safety.

City Manager Dixon said staff was looking for direction from the Council as to what policy they should follow to manage this very real problem. Staff needed to find a balance of handling the situation in a way that was acceptable to the council, yet still keep up with a rapidly changing environment and not lose any more officers in the meantime. Staff would like the Council to give direction on two issues: 1) how competitive and aggressive staff should be and, 2) what were the financial limits they could work within to remain competitive.

Mayor Pro Tem Porter said he would like to see what the costs for a $2, $4, etc. raise would be. He would also like to know if those who were leaving for $5 an hour increases would stay with the City for a $3 an hour raise. He wondered if the situation would eventually die down or if staff anticipated it would continue for a long time.

Council Member Strate said there were similar problems for teachers and went on to outline what teachers were facing. He also pointed out the county was raising taxes on South Ogden residents to increase pay for their officers, but the City did not use the counties officers since we had our own police department. He also said there was an economy of scale problem in the City. He added that the City should encourage the Utah League of Cities and Towns to lobby the State for a re-assessment of the retirement package.

Council Member Orr asked if the City could require a contract be signed by newly trained officers that they would stay with the City for a certain number of years.

Council Member Benard stated the City should not try to compete in dollar per dollar wages; we would always lose that battle. He felt we should look at things like a $5,000 401k contribution, which would take place over a 5 year period. If the employee left at year 2, they would not receive the rest of the contribution. He had also seen bonuses offered to employees such as employers signing on home loans. He felt the City should look at bonus programs to encourage employees to stay instead of increasing wages which would have long term effects.

City Manager Dixon thanked the Council for their ideas and concern. He pointed out that to implement any of the ideas, the Council would have to allocate money in the budget to do so. Staff was looking for an amount so they knew what they had to work with. Council Member Benard suggested they figure out how much they would lose in overtime due to the officer shortage and use that money proactively to retain or hire officers. Council Member Orr suggested we try to offer the 3 officers leaving an incentive to stay.

Chief Parke addressed the economy of scale comment, reminding the Council the City participated in many cooperative agreements including SWAT, Narcotics Strike Force, Consolidated Dispatch, CSI, Gang Unit and others. He said his officers understood that South Ogden could never offer the level of pay of places like Salt Lake City, but they had a loyalty to the City and might stay for an increase in pay even if it was not equal to what they could get elsewhere.

Council Member Hensley pointed out there was an immediate need for action as well as the need to find a long-term solution to the problem.

Not Approved

Chief Parke agreed. He said he had done some analysis on which wages needed to be increased and how much based on the current market. He had also factored benefits into the calculations and come up with the amount of $117,000 for an entire year. Since part of the fiscal year was already past, the amount now needed came to $99,000. The Chief said using this money for wages would not make us equal with Riverdale or Salt Lake, but he had tried to use it to the best advantage, taking in all aspects of the wage increases as far as position and experience.

Council Member Strate said he felt they should authorize the money immediately, but wanted to find solutions for the long-term as well. Council Member Hensley commented he thought there was some money left over from a previous request from staff that had been denied. Mayor Pro Tem Porter said they needed to give some immediate direction to staff. He was willing to allocate the $99,000, but hated to see it all come out of the general fund. Council Member Benard pointed out raising wages meant they would be permanently "locked in" to the increased amount of wages from this point forward. He felt that allocating $99,000 was not the best solution. He would rather allocate $50,000-$60,000 to be used in incentive packages to keep the employees we had and entice others to work for us. Council Member Hensley agreed. Mayor Pro Tem Porter said he felt increasing salaries was also necessary. Council Member Strate said he was willing to do something short term to stop the bleeding and then work on finding a long term solution in the next 6 months, not only for this issue but for the budget as a whole; it may involve asking more from the tax payers.

City Manager Dixon said staff was asking the Council to trust their police chief and city administration to do what was best to manage the problem. The chief knew what was happening in the surrounding communities and knew best as to what would appeal to his officers. Staff was requesting that the Council allocate money so they could solve the problem. They would also look at the budget to see if additional money could be found. Mr. Dixon asked the Council to specify an amount they were willing to allocate under the worst case scenario.

Council Member Benard said he trusted staff, but still did not want to put the money toward salaries; he felt it would be better spent in retention or signing bonuses. He also did not want to make important long-term decisions under pressure. Allotting bonus money now would allow them to find long-term solutions for later and not lock them into increased salaries. Council Member Strate agreed.

Chief Parke said he liked the idea of bonuses, but felt the salaries should come first and the bonuses second. Ogden City had done what the Council was suggesting and given bonuses for a few years, promising they would find a solution. They had put it off so long they lost trust with their employees and were still losing officers to other jurisdictions who were paying more. The chief said any bonuses South Ogden gave would have to be so high to compensate for the increased wages our officers would receive somewhere else, the money should just go to increasing wages here.

City Manager Dixon asked again if there was an amount the Council was comfortable with allocating to solve the problem. Council Member Benard asked if the money would be used for wages. Mr. Dixon said it would; that is how officers were being recruited. Mr. Benard said a $2,500 bonus would be more that a $5 per hour raise for the next 6 months. They could offer that now and then have 6 months to find a long-term solution. He felt the officers should accept the good will of the Council and realize they were committed to finding a solution. Chief Parke

Not Approved

said his employees were grateful for all the Council had done for them in the past, and would be appreciative of whatever the Council decided now. The chief's fear was that if 2 or 3 employees left, there would be no one to replace them. He did not disagree with the idea of bonuses, but felt they should be used as a second incentive, with wages first.

City Manager Dixon reiterated that he felt the chief was the best person to know the mindset of his employees and what would work best in retaining and hiring officers.

The Council discussed the matter further. They discussed several amounts to allocate. The consensus of the Council was to allocate $25,000 for one time incentives. They also requested more information on long-term solutions, including how increased wages impacted the budget. They would implement a long-term solution as soon as an acceptable one was decided upon.

VII. REPORTS

A. **Mayor Pro Tem** – commented the "Cookie With A Cop" event was excellent.

B. **City Council Members**

Council Member Benard – also agreed the police event was great. He also commended the police department for the excellent way they handled a difficult situation at Glasmann Park over the weekend.

Council Member Strate – would report at a later date.

Council Member Orr – thanked staff for the great police night.

Council Member Hensley – also commented the police night was excellent. He was happy to see many police family members in attendance.

A. **City Manager –** nothing to report.

B. **City Attorney –** not present.

VIII. COUNCIL COMMUNICATION/DIRECTION TO CITY MANAGER

This item was removed from the agenda due to time constraints.

IX. ADJOURN COUNCIL MEETING AND CONVENE INTO WORK SESSION

The Council agreed to amend the agenda to have the work session next instead of the CDRA Board meeting. Mayor Pro Tem Porter entertained a motion to enter into a work session.

At 8:15 pm, Council Member Benard moved to recess City Council Meeting and move into a work session. The motion was seconded by Council Member Strate. The voice vote was unanimous in favor of the motion.

Note: The Council took a short break and moved to the EOC room for the work session. Staff as well as members of the 40th Street design team joined the Council for the work session. Some residents were also present.

Not Approved

Mayor Pro Tem Porter began the work session at 8:30 pm and turned the time to City Manager Dixon. Mr. Dixon explained a design team for 40th Street had been formed and were present that evening. He had each member introduce themselves. Present were Engineer Brad Jensen and Jory Wahlen from Wasatch Civil Engineering, Joe Perrin from A-Trans Engineering, and Shawn Shuler and Kat Yoder from Horrocks Engineering, as well as City Planner Mark Vlasic. Brad Jensen then facilitated the meeting, explaining they were there to provide information and get direction. He provided a small packet for those present (see Attachment B). The first 5 pages showed the alignment of the street. The alignment was set; it had been drawn to avoid as many property acquisitions as possible. The last 5 pages showed some different design options for the street. The Council and staff discussed many aspects of the street design, including center medians, large and small trees, pedestrian crossings, art, and lighting. There was extensive discussion on roundabouts and if their cost could be justified. They also talked about whether they could seek more money from the state for roundabouts or beautification. The Council then discussed the different design options and variations on them. Direction to staff was to seek additional funding from the state. They also asked for some designs that put trees on the side of the street but not in the middle. Planter boxes should be considered along the sidewalk, which should be as wide as possible, as a buffer between the homes on 40th and the street.

Fire Chief Cameron West expressed his concerns about raised medians in the road. The street was a major access for the whole county to McKay-Dee Hospital. If there was an accident on 40th and there was a median, the whole street would be shut down and access to the hospital would be limited.

The Council asked that a design be created with a raised median, but only at the beginning and end of the widening project, not all the way along it. There was no further discussion.

X. ADJOURN WORK SESSION AND CONVENE AS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD

Mayor Pro Tem Porter indicated it was time to enter a CDRA Board meeting.

At 10:04 pm, Council Member Benard moved to adjourn the work session and convene as the CDRA Board. The motion was seconded by Council Member Orr. The voice vote was unanimous in favor of the motion.

See separate minutes.

The CDRA Board meeting concluded at 10:47 pm.

XI. RECONVENE CITY COUNCIL MEETING AND ADJOURN

Acting Chair Porter then entertained a motion to adjourn City Council meeting.

Council Member Benard moved to adjourn City Council meeting. Council Member Strate seconded the motion. All present voted aye.

Not Approved

Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council Meeting held Tuesday, September 6, 2016.

Leesa Kapetanov, City Recorder

Date Approved by the City Council _____

Attachment A

Letter from Police Chief Darin Parke

Not Approved

Comments from Chief Parke, council meeting 9/6/2016

I spoke with the Mayor and Council about the changes taking place in the market for police officers last year. After deliberation and evaluation of the circumstances, action was taken to address the needs which existed at that time. The actions of the Mayor and Council previously stopped the migration of officers from SOPD, and are not forgotten. I appreciate the action the Mayor and Council have taken in the past to protect this community, your expressed concerns for your officers, and your desire to continue to address the situation.

I will give an overview of the current situation at three levels: generally, locally, and specifically to SOPD.

General Situation:

The competition for police officers continues to be highly aggressive.

The numbers of individuals applying to the police academy have dropped substantially. Academy sessions are being cancelled because of not having enough cadets.

The number of individuals applying for police jobs are at all-time lows. Departments are re-advertising vacancies several times to try to get enough applicants to even conduct a testing process. Many applicants are not considered suitable for police work. Departments are repeating the cycle after not finding suitable applicants. Some departments are beginning a new job announcement prior to completing a testing cycle currently underway, or not closing job announcements.

In order to address the shortages in acceptable applicants, departments are focusing more and more on recruiting current officers from other departments. Additional reasons to do so include: avoiding the high cost of selection and Field Training Program processes- which can be over $70,000.00 in employee hours alone, high level of experience and competence, lower level of liability exposure. Jurisdictions are continually evaluating their position in the market and making non-traditional adjustments to their officer's, and recruiting salaries.

To retain the officers they have, and attract new ones, organizations are adjusting their pay scales, and compensation policies.

A factor in low recruit numbers in Utah are the changes made to the State Retirement System in 2010. Public Safety Retirement Pension was changed from 50% at 20 years to 32% at 25 years, with a mandatory separation from any public service work for one year. Surrounding states still have a 50-20 system and people are going to them for work.

Locally:

WCSO: 53 Deputy Vacancies in the last two years. Attrition rate has gone from single digits to 20%+. They estimate the financial loss is $420,000 due to turn over. 75% of applicants are eliminated in

Not Approved

testing. Of a group of 20 applicants the hope is to identify 2 or 3 viable candidates. They are exploring a property tax increase.

Ogden: They have 135 officer positions. Lost 50 officers in 3 years, and are currently down 20 officers. They are losing up to 10 cops at a time. In order to get experienced officers they are offering a $2,000.00 hiring bonus for lateral candidates. They have changed their salary scale, and may incorporate a tax increase.

North Ogden: Lost 4 officers in 12 months for more money. Receive 3 to 10 applicants. Many applications scrapped due to criminal history or no POST. Repeated selection one time.

Pleasant View: I'm told has had a complete turnover in the department last 4 years. Changed salary scale.

Riverdale: Lost 6 officers in 12 months. They have repeated job announcements several times due to lack of applicants. Many applications scrapped due to criminal history or no POST. They have successfully recruited one SOPD officer, and are possibly going to take more by offering up to $33.00 an hour. They have changed their salary scale. They use the state average, plus 10% for salary calculations.

Roy: Lost 15 officers in the past year. Receive as little as 5 to 20 applications. Many applications scrapped due to criminal history or no POST. Repeated selection without finding a desirable applicant 4 times. Currently soliciting our officers with up to $32.00 an hour. They have changed salary scale, and are exploring a property tax increase.

Status of S.O.P.D.

SOPD officers have an excellent reputation in the community, and within law enforcement. Departments are actively soliciting SOPD officers to work for them. At this time there are 3 pending vacancies in the police department, which has a total of 22 police officers. The officers are being given higher salaries at other departments. All levels of experience are targeted. The experience levels of those leaving are: 2 years, 8 years, and 17 years. They are receiving between $4.00 and $8.00 an hour more.

Those increases are $3.00 to $5.00 more an hour than a SOPD Sergeant (their supervisor), with 28 years experience, and 13 years as a Sergeant.

Three more SOPD officers have recently applied in with other departments. Other officers are considering their career options. Our officers are reluctant to leave for many reasons, among them are organizational loyalty, and a hope that their situation here will improve.

We are experiencing the same recruiting problems noted above. We receive very few applications, and are having difficulty is in soliciting officers from other departments. Officers with other agencies who have indicated in the recent past that they would apply for vacancies here have been recruited by another department in the interim, or have had their pay increased by their current employer.

Not Approved

Historically it was rare for SOPD to have a selection process, and we would not do so for five or more years. There have been five openings in the past two years. That number will soon be 8. During that time we have not been fully staffed due to vacancies, or injuries to officers requiring extended time off. We have had to adjust work schedules, deny personal time off, and require mandatory overtime. Stress on officers has gone up, and work related injuries have been more severe. Morale is being negatively affected. We will soon be operating at bare bones staffing in patrol, and are trying to identify how best to cover our school resource officer at the junior high.

To conduct a selection process, and get a new officer through a 400 hour Field Training Officer Program (FTO) costs in excess of $70,000.00 in employee hours alone. As an FTO is conducted productivity department wide is reduced. Inexperienced officers have reduced competency and increased liability.

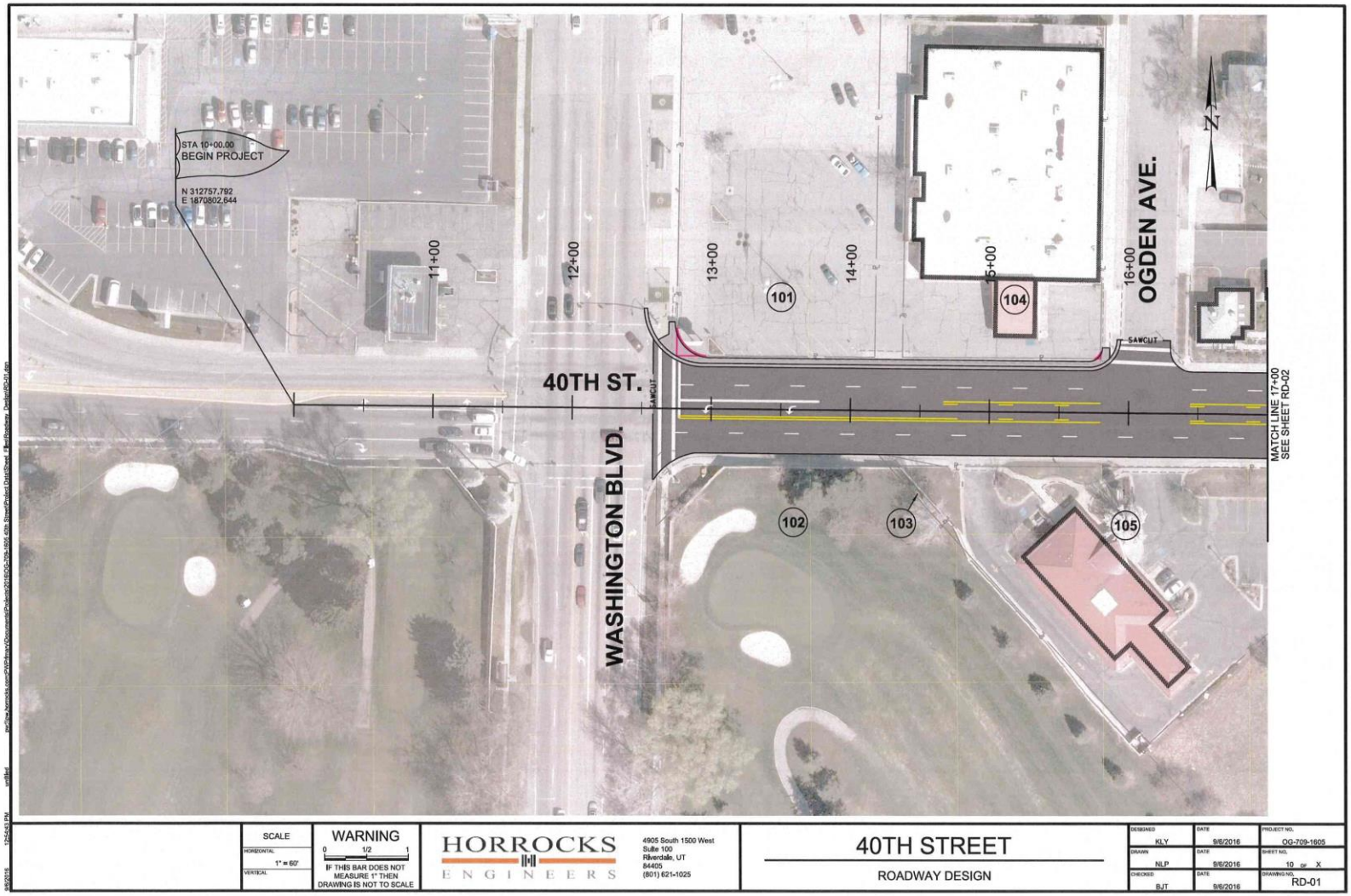
The turbulent situation we are in has grown gradually, and is unsettling. While this is a nation-wide situation, SOPD is at risk of: losing more officers, not being able to fill those vacancies, becoming a training ground for other departments, increased liability, and being dramatically less safe.

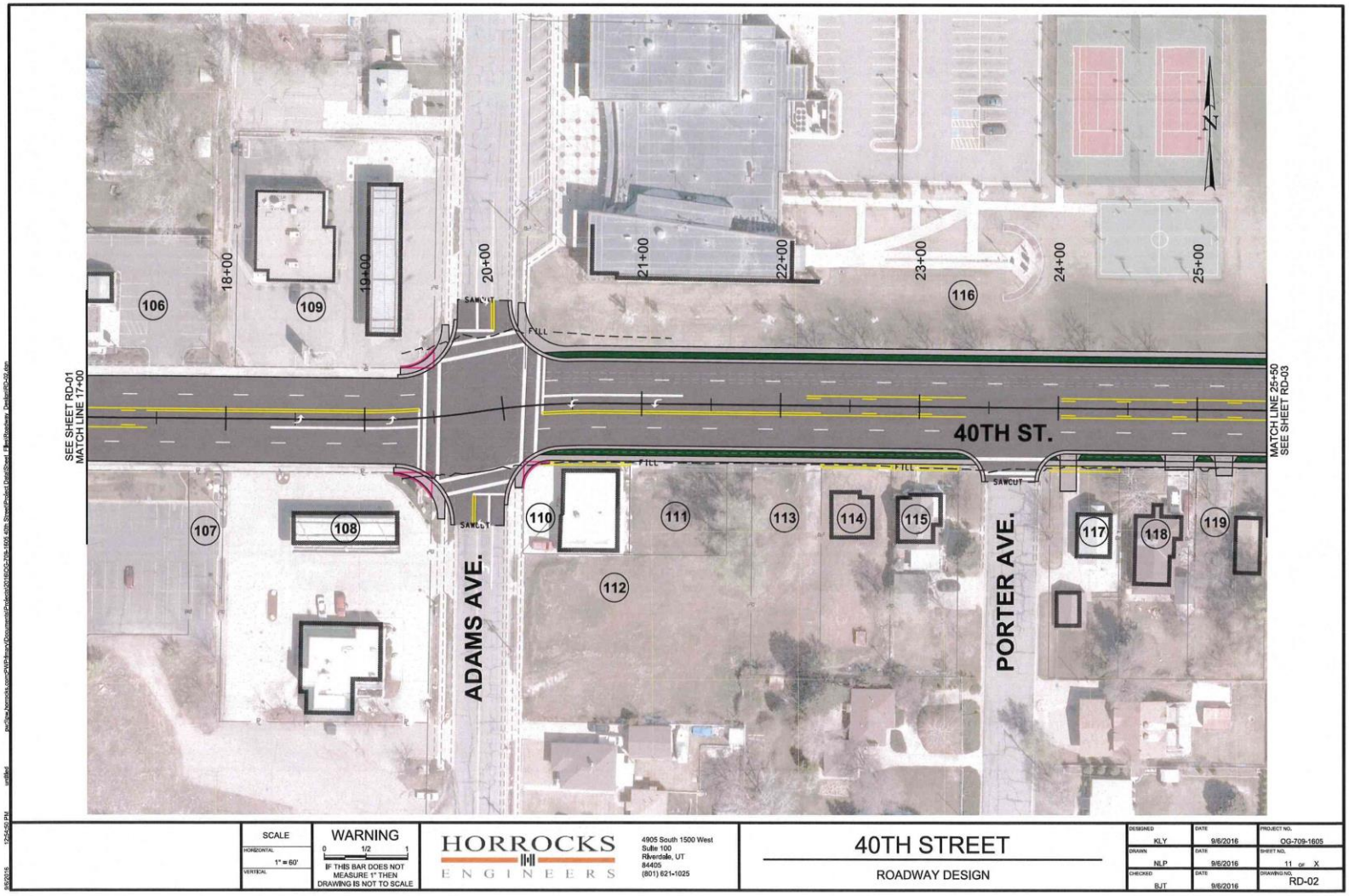
Not Approved

Attachment B

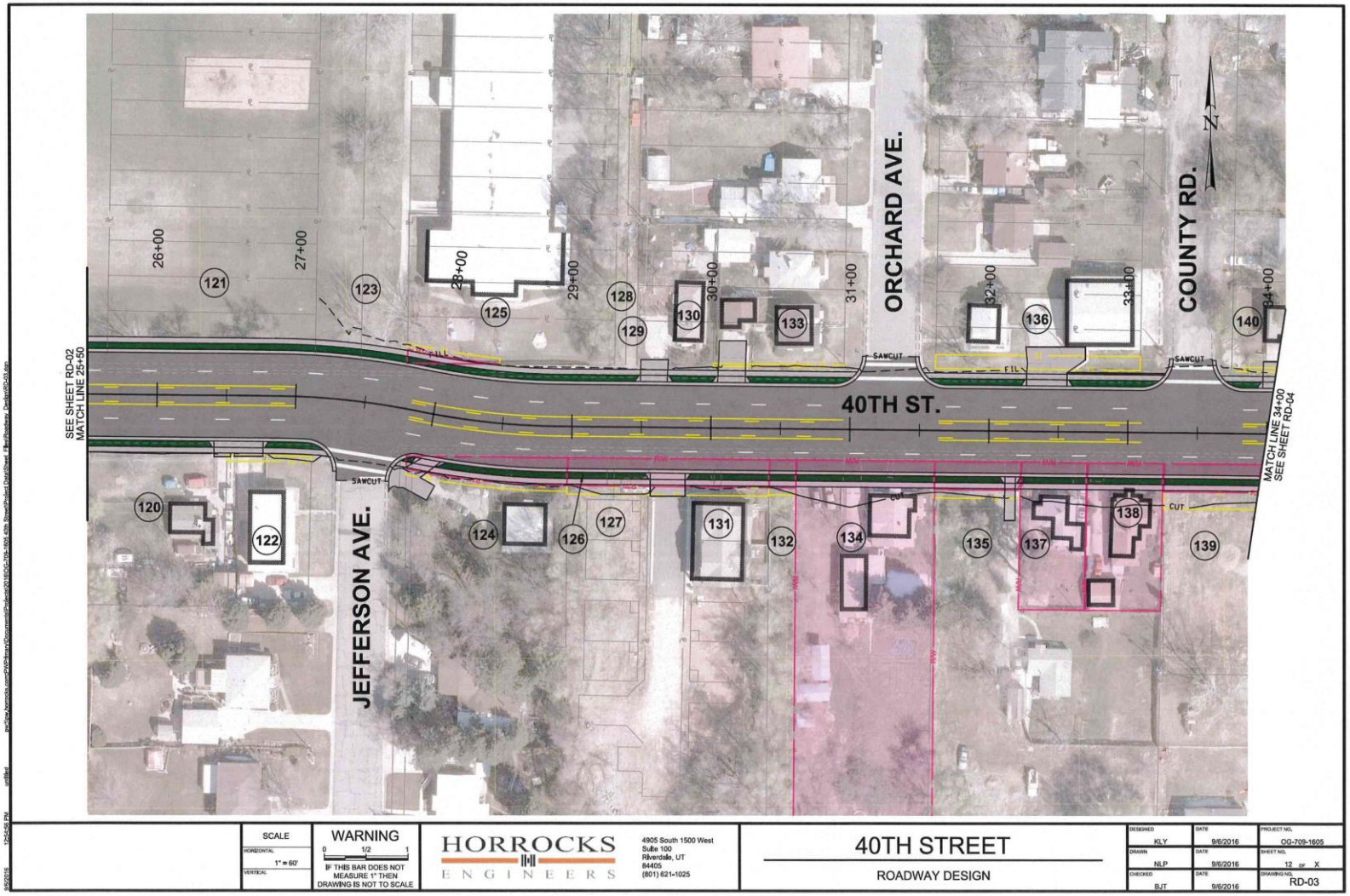
Work Session Packet

Not Approved


STA 10+00.00
BEGIN PROJECT
N 312757.792
E 1870802.644
11+00
12+00
13+00
14+00
15+00
16+00
101
102
103
104
105
40TH ST.
WASHINGTON BLVD.
OGDEN AVE.
SAWCUT
SAWCUT
MATCH LINE 17+00
SEE SHEET RD-02
N
SCALE
HORIZONTAL
1" = 60'
VERTICAL
WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE
HORROCKS
ENGINEERS
4905 South 1500 West
Suite 100
Riverdale, UT
84405
(801) 621-1025
40TH STREET
ROADWAY DESIGN
DESIGNED KLY
DRAWN NLP
CHECKED BJT
DATE 9/6/2016
DATE 9/6/2016
DATE 9/6/2016
PROJECT NO. OG-709-1605
SHEET NO. 10 OF X
DRAWING NO. RD-01



SCALE	WARNING	HORROCKS ENGINEERS	40TH STREET	DESIGNED KLY	DATE 9/6/2016	PROJECT NO. OG-709-1605
HORIZONTAL 1" = 60'	0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	4905 South 1500 West Suite 100 Riverdale, UT 84405 (801) 621-1025	ROADWAY DESIGN	DRAWN NLP	DATE 9/6/2016	SHEET NO. 11 OF X
VERTICAL				CHECKED BJT	DATE 9/6/2016	DRAWING NO. RD-02


40TH ST.
JEFFERSON AVE.
ORCHARD AVE.
COUNTY RD.
SEE SHEET RD-02
MATCH LINE 25+50
MATCH LINE 84+00
SEE SHEET RD-04
26+00
27+00
28+00
29+00
30+00
31+00
32+00
33+00
34+00
SAWCUT
FILL
CUT
RW
120
121
122
123
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125
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128
129
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132
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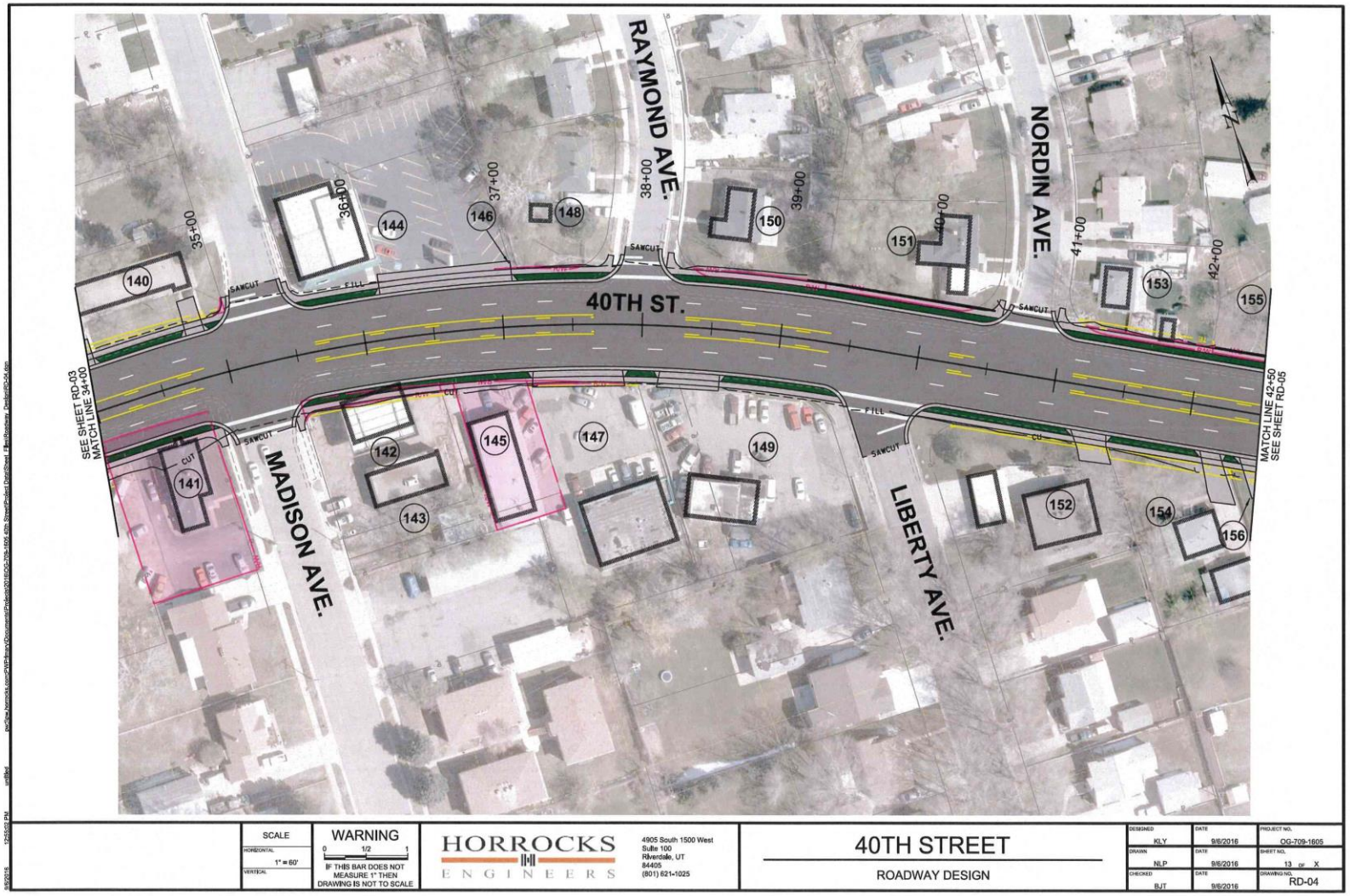
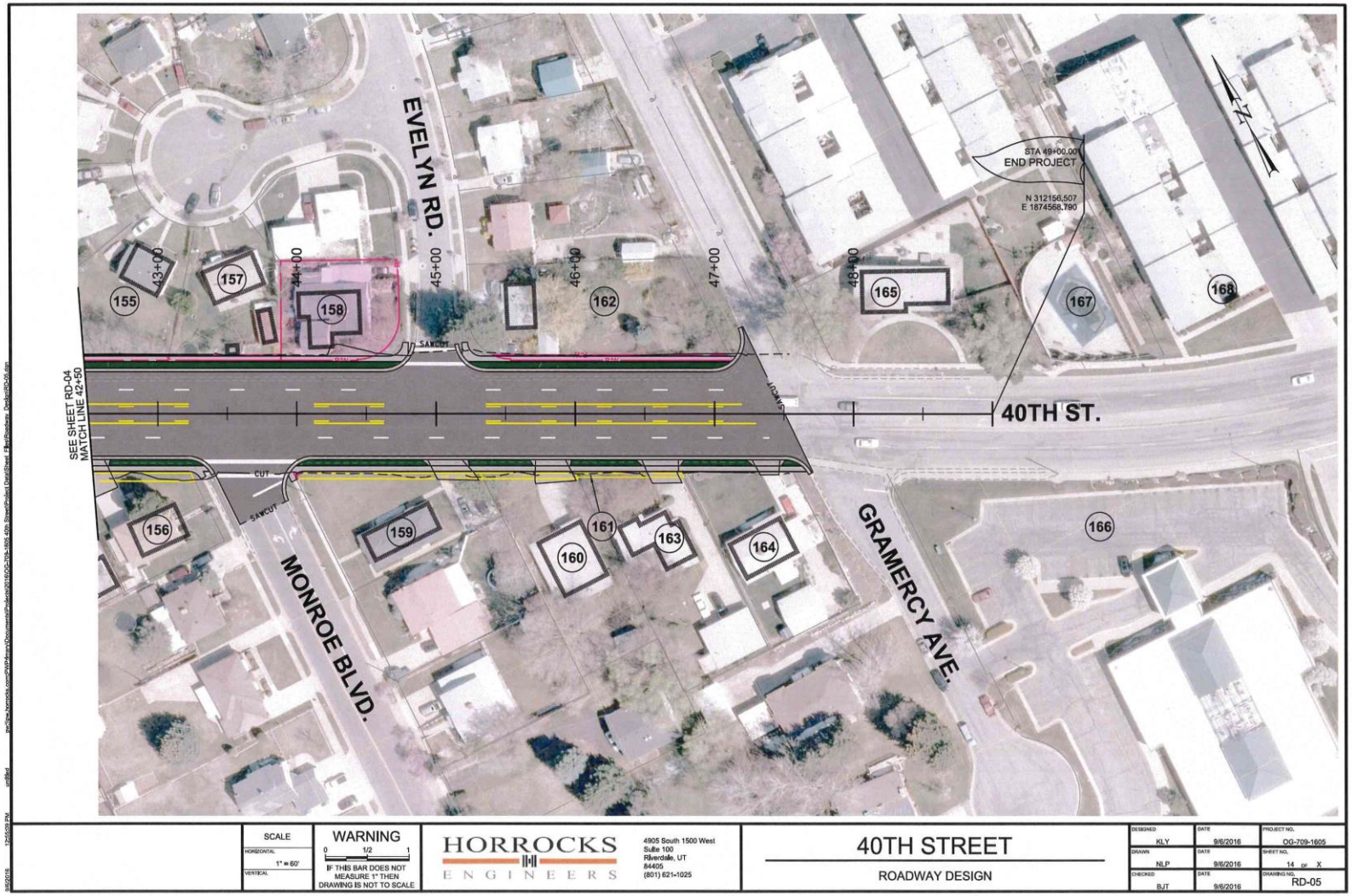
136
137
138
139
140
SCALE
HORIZONTAL
1" = 60'
VERTICAL
WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE
HORROCKS ENGINEERS
4905 South 1500 West
Suite 100
Riverdale, UT
84405
(801) 621-1025
40TH STREET
ROADWAY DESIGN
DESIGNED KLY
DRAWN NLP
CHECKED BJT
DATE 9/6/2016
PROJECT NO. OG-709-1605
SHEET NO. 12 OF X
DRAWING NO. RD-03



SCALE	WARNING	HORROCKS ENGINEERS	40TH STREET	DESIGNED KLY	DATE 9/6/2016	PROJECT NO. OG-709-1605
HORIZONTAL 1" = 60'	0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	4905 South 1500 West Suite 100 Riverdale, UT 84405 (801) 621-1025	ROADWAY DESIGN	DRAWN NLP	DATE 9/6/2016	SHEET NO. 13 OF X
VERTICAL				CHECKED BJT	DATE 9/6/2016	DRAWING NO. RD-04


EVELYN RD.
MONROE BLVD.
GRAMERCY AVE.
40TH ST.
SEE SHEET RD-04
MATCH LINE 42+50
STA 49+00.00
END PROJECT
N 312156.507
E 1874568.790
43+00
44+00
45+00
46+00
47+00
48+00
155
156
157
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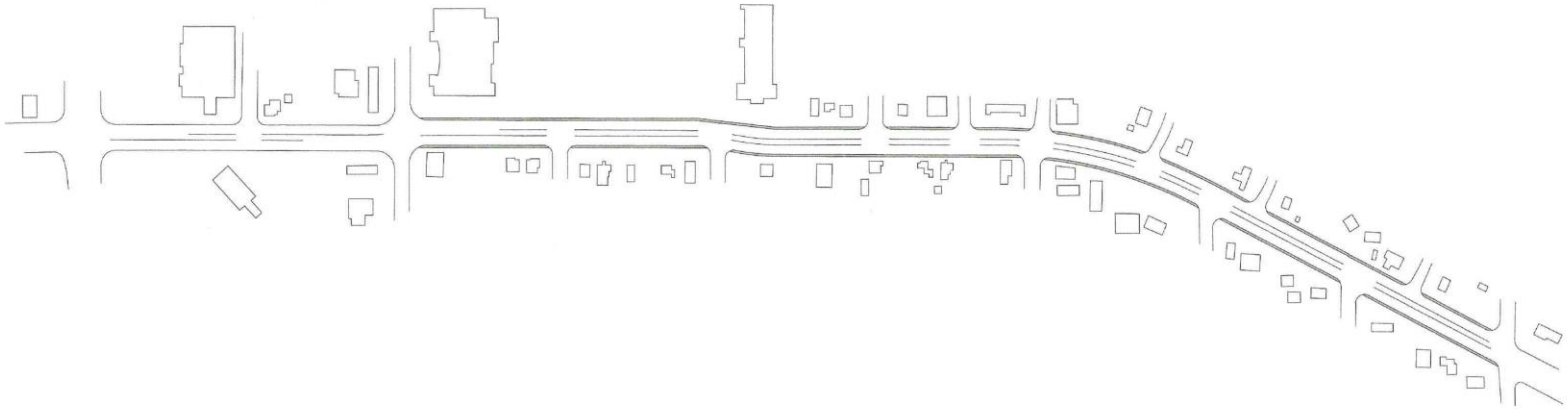
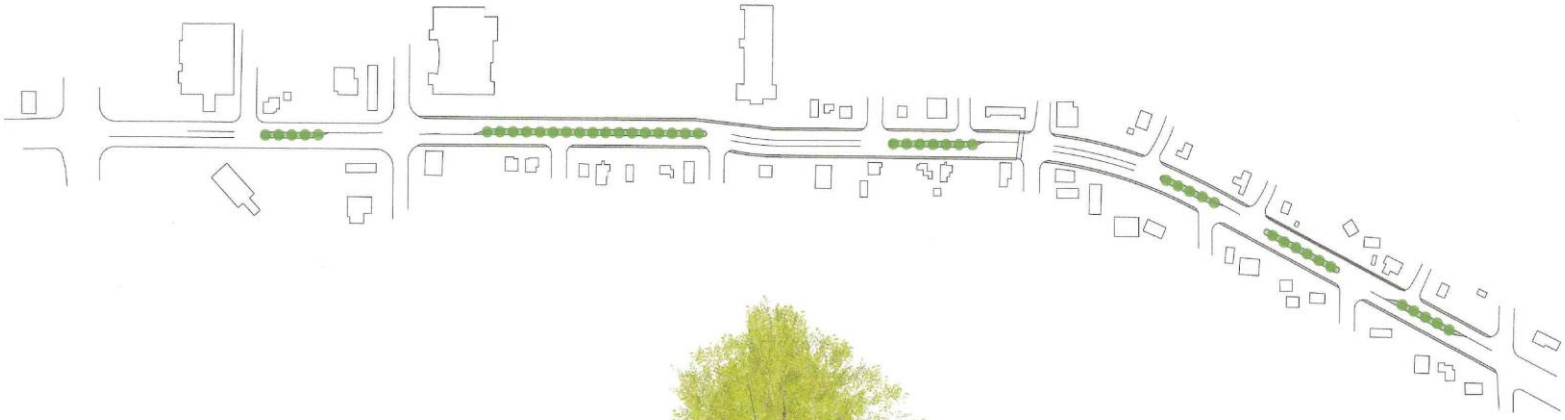
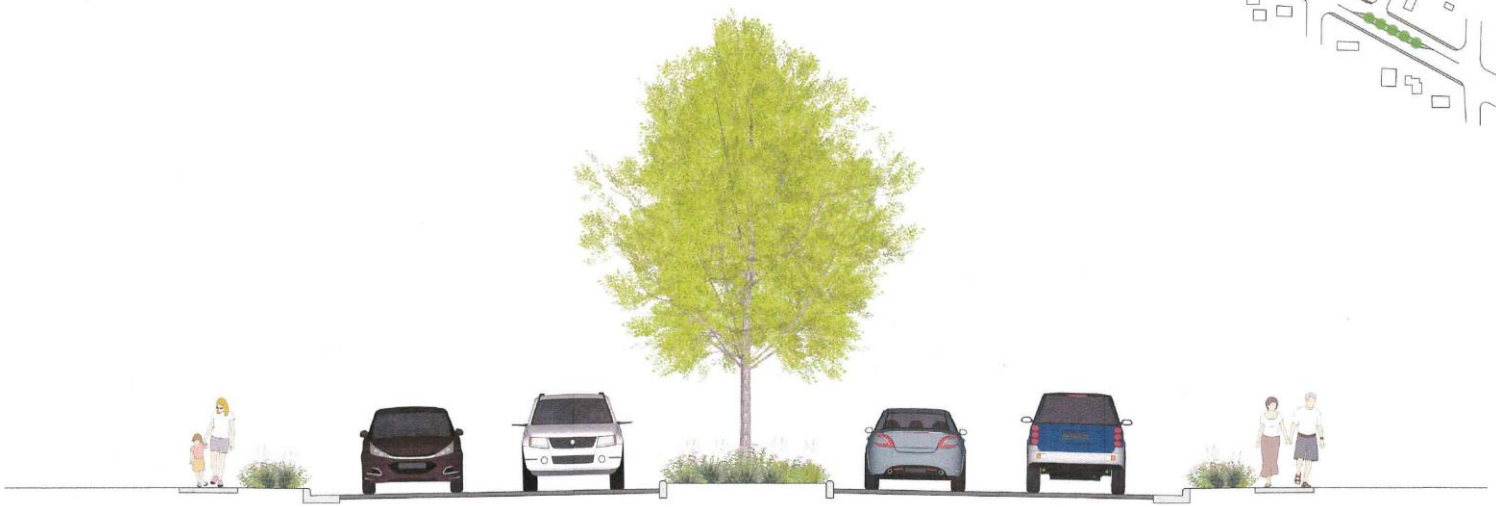
163
164
165
166
167
168
SAWCUT
CUT
SCALE
HORIZONTAL
1" = 60'
VERTICAL
WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE
HORROCKS ENGINEERS
4905 South 1500 West
Suite 100
Riverdale, UT
84405
(801) 621-1025
40TH STREET
ROADWAY DESIGN
DESIGNED KLY
DATE 9/6/2016
PROJECT NO. OG-709-1605
DRAWN NLP
DATE 9/6/2016
SHEET NO. 14 OF X
CHECKED BJT
DATE 9/6/2016
DRAWING NO. RD-05



Alternative 1

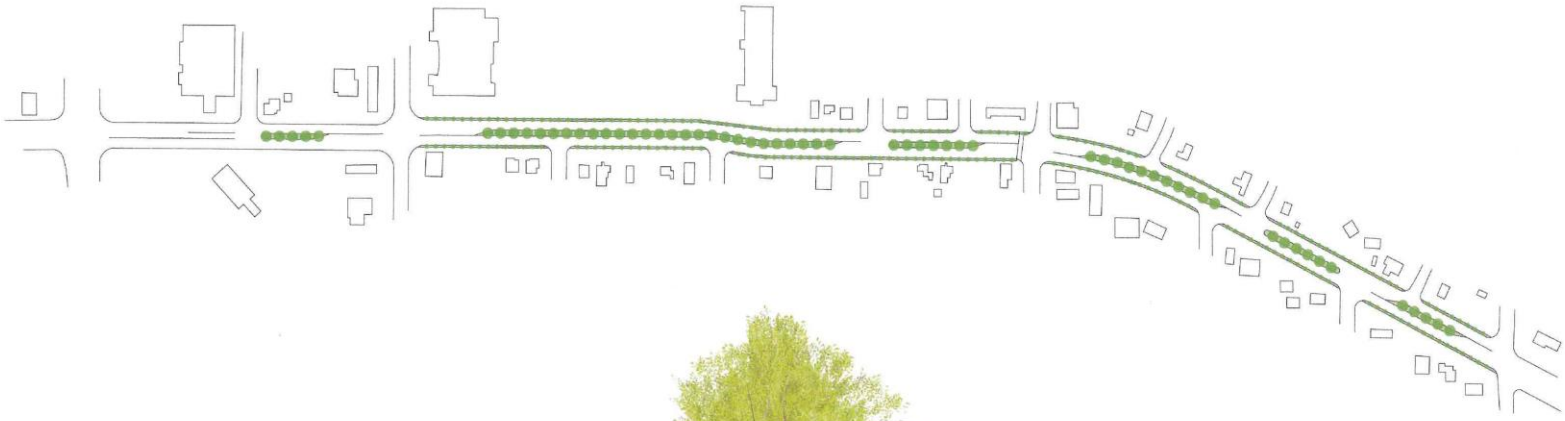
Planted park strip, no raised median, no trees

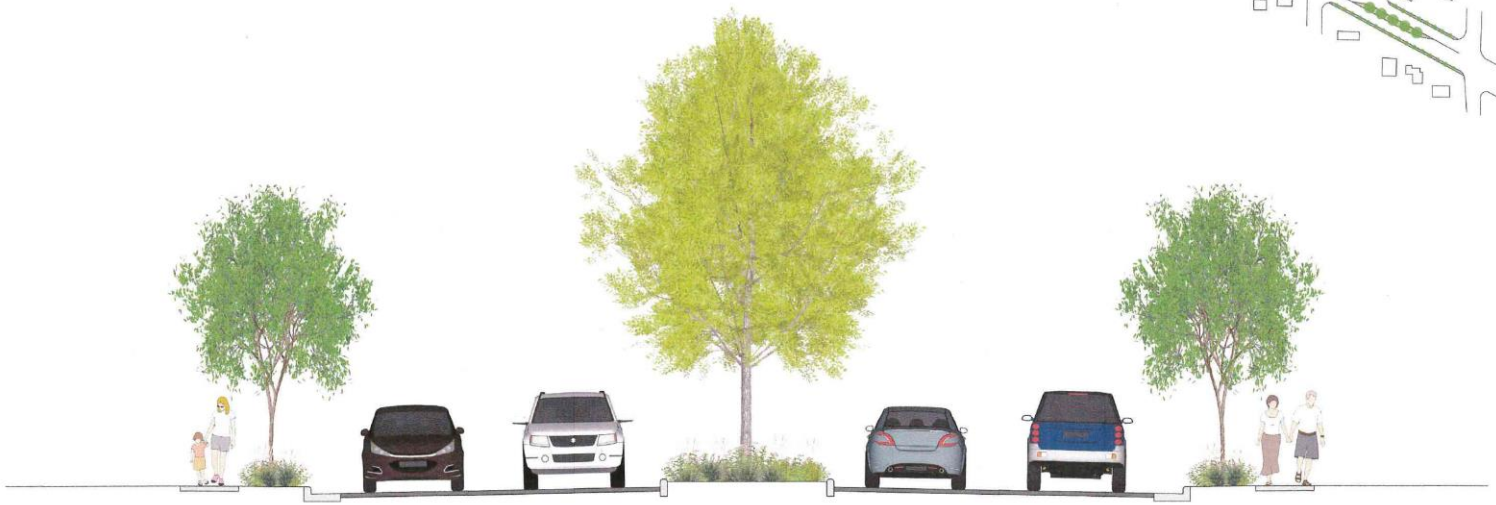




Alternative 2

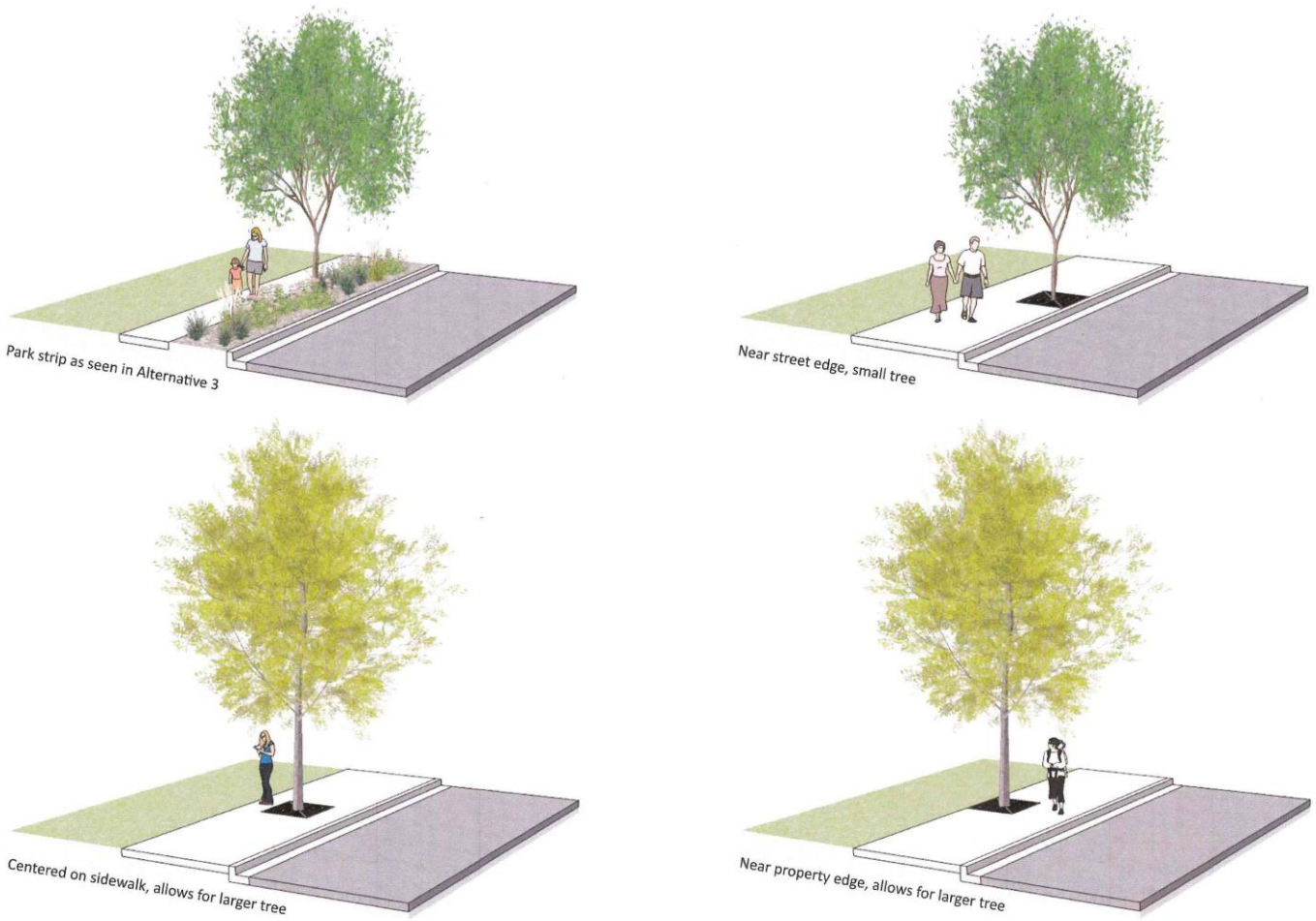
Planted park strip, raised median with large trees





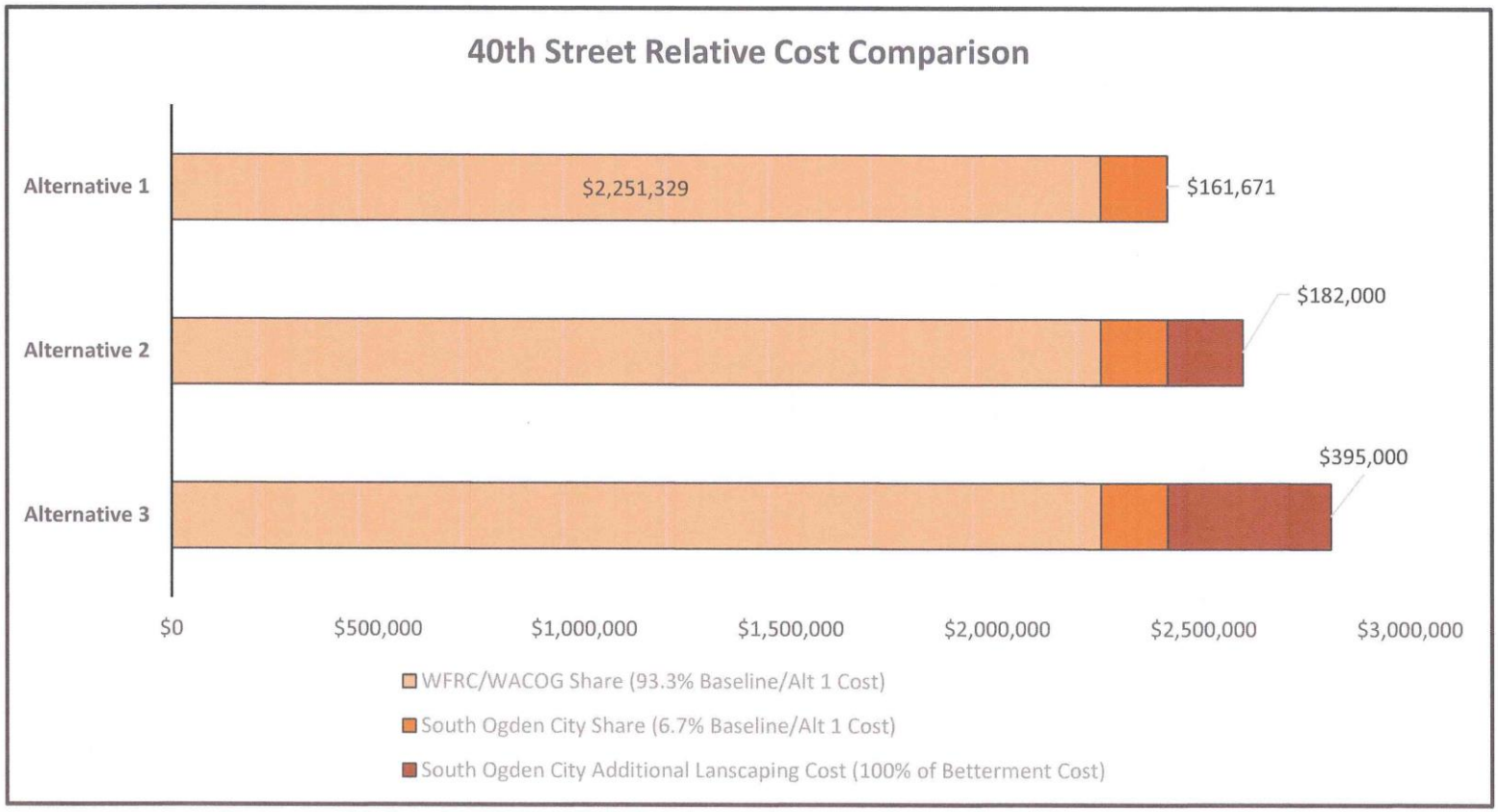
Alternative 3

Planted park strip with small trees, raised median with large trees



Tree Grate Options

For larger tree along street edge


40th Street Relative Cost Comparison
Alternative 1
Alternative 2
Alternative 3
$2,251,329
$161,671
$182,000
$395,000
$0
$500,000
$1,000,000
$1,500,000
$2,000,000
$2,500,000
$3,000,000
WFRC/WACOG Share (93.3% Baseline/Alt 1 Cost)
South Ogden City Share (6.7% Baseline/Alt 1 Cost)
South Ogden City Additional Lanscaping Cost (100% of Betterment Cost)

City Council Staff Report

Subject: **Consolidated Fee Schedule Update**
Author: **Doug Gailey**
Department: Administration
Date: **September 20, 2016**

Recommendation

- Adopt ordinance

Background

In January of this year, staff began the process to get certified to accept passport applications. They have finished the process and are ready to become an acceptance facility.

Analysis

Passport fees are set by the federal government. The only discretionary fees are the fees for the photos and for an expedited packet from South Ogden. We have consulted other agencies in the area and matched our passport discretionary fees to their fee schedules.

Significant Impacts

Each application that South Ogden processes will provide twenty-five dollars of revenue. Each application takes approximately ten to fifteen minutes to process.

Attachments

ORDINANCE NO. 16-19

ORDINANCE OF SOUTH OGDEN CITY AMENDING THE CITY'S CONSOLIDATED FEE SCHEDULE BY AMENDING THE CITY'S GENERAL ADMINISTRATIVE FEES BY ADDING PASSPORT PROCESSING FEES, MAKING NECESSARY CLERICAL AND ADMINISTRATIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE FOR THESE ACTIONS.

Section 1 - Recitals

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

WHEREAS, the City Council finds that in conformance with UC §10-3-702, the governing body of the city may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and,

WHEREAS, the City Council finds that certain fees and rates, specifically the City's General Administrative Fees by Adding Passport Processing Fees, should be adjusted and that all fees should be reviewed as part of the ongoing management of the City; and,

WHEREAS, the City Council finds it is in the best interest of the citizens of the City to confirm, accept, adopt and implement the results, conclusions and recommendations of the staff review of these General Administrative Fees by Adding Passport Processing Fees, fees and costs and make necessary clerical and administrative changes; and,

WHEREAS, the City Council finds that providing this information in the City's Consolidated Fee Ordinance is an effective way to make this information available to the public; and,

WHEREAS, the City Council of South Ogden City finds it is in the best interest of the City to again amend the consolidated fee schedule set out in prior Ordinances; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires administrative action to be taken by the City; now,

THEREFORE, BE IT ORDAINED by the City of South Ogden that:

Section 2 - Amendment of the City's Consolidated Fee Ordinance & Fee Schedule

Based upon the recommendation of responsible city staff, and the City Manager, and the findings of the City Council, the City's Consolidated Fee Ordinance and Fee Schedule are amended and are now constituted to incorporate those fees and changes as discussed above and the same are adopted as a part of, and shall constitute their respective part of, the official fee schedule for South Ogden City as attached hereto as **Attachment "A"**, made a part by this reference and as then set out in the full Consolidated Fee Ordinance.

Section 3 - Prior Ordinances and Resolutions

That the above fees, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Repealer of Conflicting Enactments

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

Section 5 - Savings Clause

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

Section 6 - Date of Effect

BE IT FURTHER ORDAINED this Ordinance, and the fees listed, shall become effective on the 20th day of September, 2016, and after publication or posting as required by law.

PASSED AND ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 20th day of September, 2016.

SOUTH OGDEN, a municipal corporation

By: _____
James F. Minister, Mayor

Attested and recorded

_____
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 16-19

Ordinance Of South Ogden City Amending The City's Consolidated Fee Schedule By Amending The City's General Administrative Fees By Adding Passport Processing Fees, Making Necessary Clerical And Administrative Changes; And Providing An Effective Date For These Actions.

20 Sep 16

Consolidated Fee Ordinance
Attachment A

Ordinance 16-19
Passport Fees

(20 Sep 16)

[Short Form]

United States Passport Fees

Check made payable to the US Department of State.

Passport Book	Adult $110	Child $80
Passport Card	Adult $30	Child $15
Expedite Fee $80		
Overnight Fee From State Department $20.66		

South Ogden fees

Passport Book (All Ages) $25
Photos $10 Each
Overnight Fee $34
Priority Postage For Renewal $6.45 Each

Consolidated Fee Ordinance
Attachment A

Ordinance 16-19
Passport Fees

(20 Sep 16)

Administration General Fund)

Businesses License Fees

(*Indicates license fees that will be phased over two years. The first column amount will be the first year's fee, the second column amount will be the second year and total fee amount)

Assisted Living/Transitional Rehab*	**$4,016**	**$4,700**
Assisted Living Center		
Nursing Care Center		
Nursing Center/Assisted Living Facility		
Rehabilitation Center		
Automotive	**$190**	**$190**
Automotive Service & Repair		
Auto Emissions and Inspections		
Big Box Retail*	**$4,115**	**$4,300**
Wholesale/Retail Membership		
Business, Professional & Contracted Services	**$116**	**$116**
Accounting		
Advertising		
Attorney		
Behavioral Risk Management		
Billing Company		
Business Office		
Certified Public Accountant		
Chiropractor		
Commercial Printer		
Computer Repairs/Upgrades		
Consulting		
Contract Service Company		
Construction Company		
Contractor/Developer		
Corporate Office		
CPA and CPA Firm		
Dentists, Dental Offices & Labs		
Energy Consulting Firm		
Engineering Firm		
Executive Search/Recruiting		
Financial Consulting		
Financial Planner		
Financial Services		
Hearing Center		
Holistic Health Center		
Hospice Service		
Home Health Care		

Inventory Service Investment Services Landscape Architecture Law Firm Marketing Marriage/Family Counseling Medical Loans/Expenses Medical Office Medical Billing Home Mortgage Lenders Non-Profit Organization Optometrist Oral & Maxillofacial Surgery Orthodontist Outdoor Advertising Outdoor Maintenance Outpatient Physical Therapy Patient Service Center Physician Physical Therapist Physician, Physician Office Professional Services, Association Psychotherapy Real Estate Office Real Estate Broker Real Estate Development Real Estate Management Short Term Lender Sign Contractor Sleep Center Software Development Speech & Hearing Services Stockbroker Surgical Center Tax Consultants Title and Check Loans Title and Escrow Services Veterinary Services Waste Contractor Weight Loss Consulting		
Car Wash	**$116**	**$116**
Cemetery*	**$371**	**$625**
Convenience Store/Gas Station*	**$420**	**$575**
Day Care (Commercial)	**$130**	**$130**
Day Care (Home Occupation)	**$70**	**$70**
Finance* Banks Credit Unions	**$236**	**$280**
Fireworks	**$120**	**$120**
Food/Restaurant Cafe Catering Fast Food Restaurant Ice Cream Parlor Restaurant Sandwich Shop	**$295**	**$295**
Health Clinic*	**$1,158**	**$2,200**
Home Occupation Any Business Based From a Residence	**$30**	**$30**

Large Grocery Large Retail Grocery Store	**$3,929**	**$3,929**
Pawn Shop*	**$464**	**$550**
Personal Services Beauty Salon Choral, Acting and Dance Classes Dental Assisting School Fitness Center Full Service Salon Hair Salon Hair and Nail Salon Language Instruction Laundry/Dry Cleaning Music Teacher Nail and Spa Salon Nail Salon Performing Arts Theater Pet Grooming Retail Sales of Wigs and Toupees Sports Therapy and Rehab Performing Arts Studio	**$116**	**$116**
Personal Services (Space Rental) Including, but not limited to, Cosmetologists, Massage Therapists, and Nail Technicians who are not the principle owner of a business, but rent space from the business owner.	**$25**	**$25**
Private Club	**$295**	**$295**
Private School	**$155**	**$155**
Residential Rental License w/o Good Landlord Discount All Residential Rentals	**$125 plus $40 per unit**	**$125 plus $40 per unit**
Residential Rental License w/Good Landlord Discount*** 1 Unit ..... **$ 10** 2 Units..... **$50 + $10 per unit** 3 Units..... **$ 75 + $10 per unit** 4 Units + ... **$100 + $10 per unit**	**See Column 1**	**See Column 1**
Retail Sales/Rentals Auto Sales Carry-Out Only Restaurant Cellular Phone Retail Sales Computer Sales/Service Furniture Sales Printing, Copy, Design, Visual Communications Rental Center Retail Sales Retail Sales—Non-profit Scuba Diving Sales and Service Supply Store Tire Center Used Auto Sales	**$130**	**$130**
Smoke Shop*	**$246**	**$375**
Solicitor Door-to-door sales	**$25**	**$25**
Storage Self-Storage Units Rental Storage Facility	**$116**	**$116**
Temporary/Seasonal	**$25**	**$25**
If you are uncertain of which license category your business falls under, please call 801-622-2709.		

** Late Fees shall be assessed if the base license fee is not paid within 30 days of the original due date for either renewal or new license - This Late fee added 06 Feb 07

***<u>**The Listed Total Fees for the Good Landlord Program do NOT include the fee for the landlord training class. The fee is set by the training provider and will vary from time to time. The present fee is $50 but is subject to change**</u>

The Business License Fees shall be paid and credited such that payment of the annual fee will not be due and payable again until one calendar year has elapsed from the date the fee is paid

Miscellaneous Fees	
Description	**Amount**
Returned check fee	25.00
Copies of City documents*	25 cents per page
Fireworks sales permit	200.00
Copies of Customer Utility Billing History	5.00
Notary Fee**	5.00
Youth Court Registration Fee***	30.00
Special Events Permit#	25.00
Newsletter Advertising Fees++	Full Side / mo. $250
	Full Front & Back / mo $450
	Half Side / mo. $150

* One copy of Council agendas will be provided at no charge
** Cost is not applicable to city employees or city-related documents
*** Costs to be paid prior to attendance at "Court" session – City staff member responsible for administration of the program may grant waiver of fee for good cause shown.
# **Special Events Permit** – 5k runs; parades, etc., require a permit from the Police Department and are subject to traffic control requirements and restrictions. **(Adopted 06 Feb 07)**
aa Amount Amended 15 Jun 10 - Ordinance 10-06
++ Fees Added 15 Apr 14 – Ord 14-03

United States Passport Fees

<u>Check made payable to the US Department of State</u>.

Passport Book	Adult $110	Child $80
Passport Card	Adult $30	Child $15
Expedite Fee $80		
Overnight Fee From State Department $20.66		

<u>South Ogden fees</u>

Passport Book (All Ages) $25
Photos $10 Each
Overnight Fee $34
Priority Postage For Renewal $6.45 Each

Records Request (GRAMA) Fee Schedule			
Record	**Fee**		**Additional Information**
Police Reports or report-related photocopies or printouts	$25 for first 25 pages; $.25 per page for each additional page		
Police Report of case in which requester is listed as a victim of the crime	No charge		
Fingerprints	Resident $10	Non-Resident $25	Each Set
Police videos, audio recordings, photographs or reports copied to computer disk	$25 for each disk		Printed photographs or audio transcripts are processed as a police report
Fire Incident Reports	Same as police		
Medical (EMS) Reports	Same as police		
Copy of Court Audio	$10		Per copy
Processing/Formatting of any records or requests not listed above	First 15 min. free, additional time will be billed at the salary of the lowest paid employee who has the necessary skill and training to perform the request.		As per UCA§63G-2-203
Paper photocopies of any record not listed above	.25 cents per page		This copy fee is in addition to the processing/ formatting fee for the record
Delivery of record by electronic means such as email or cloud services	Fee based on the time for processing/ formatting of the record before delivery as described above.		

South Ogden processes requests for, and releases of, records in accordance with Utah Law § 63G-2-203, the *Government Records Access Management Act (GRAMA)*. Due to potential exposure to computer viruses or other malware, no outside flash drives, discs~~,~~ or similar storage devices are used to deliver records.

Planning Commission Stipend

	Base Rate	Per Meeting Attended
Planning Commission Members Shall Be Paid a Monthly Stipend in Two Parts – A Base Rate Plus an Amount for Each Meeting Attended	$25.00	$25.00

COMMUNITY FACILITY USE RENTAL RATES*

(Adopted 03 Aug 10)
Amended 13 Nov 12

Resident (proof of residency is required)	$100 deposit	$25 per hour (two hour minimum)
Employee (proof of employment required)	$100 deposit	$25 per hour (two hour minimum)
Non-Resident	$200 deposit	$50 per hour (two hour minimum

***City sponsored functions are exempt from rental fees.** "**City Sponsored Activity**" means an activity or event which the City directly coordinates, funds, and operates; or, an activity or event sponsored or co-sponsored or otherwise authorized by the City Council or the City Manager or his/her designee for the benefit of the residents of the community.

****Refundable deposit is required and must accompany this agreement. The deposit will be refunded after the reservation date** if the **building is determined by city personnel to be clean and free of damage and if the key is returned. If the key is lost $125 may be withheld from your deposit refund. An additional $25 may be withheld from the refund if the key is misplaced and city personnel are required to come open the doors after normal city business hours. Some or all of the deposit may not be refunded if the user fails to comply with the terms of this agreement.**

SENIOR CITIZEN CENTER FACILITY USE RENTAL RATES*

Adopted 13 Nov 12

Resident or Employee (proof of residency or employment is required)	$100 deposit	$25 per hour (two hour minimum) [no food - no kitchen]
Resident or Employee (proof of residency or employment is required)	$200 deposit	$50 per hour (two hour minimum) - [includes use of kitchen]
Non - Resident	$400 deposit	$50 per hour (two hour minimum) [no food - no kitchen]
Non - Resident	$400 deposit	$100 per hour (two hour minimum) - [includes use of kitchen]

***City sponsored functions are exempt from rental fees.** "**City Sponsored Activity**" means an activity or event which the City directly coordinates, funds, and operates; or, an activity or event sponsored or co-sponsored or otherwise authorized by the City Council or the City Manager or his/her designee for the benefit of the residents of the community.

****Refundable deposit is required and must accompany this agreement. The deposit will be refunded after the reservation date** if the **building is determined by city personnel to be clean and free of damage and if the key is returned. If the key is lost $125 may be withheld from your deposit refund. An additional $25 may be withheld from the refund if the key is misplaced and city personnel are required to come open the doors after normal city business hours. Some or all of the deposit may not be refunded if the user fails to comply with the terms of this agreement.**

Public Works Fees – General Fund

Road Cut Fees Set Fee of $2.50 per Square Foot					
Square Feet of Road Cut	Cost Per Square Foot of Cut	Excavation Permit Charge ($50.00)	Total Charge	"New Road" Cut Additional Fee	Total Charge
10	$2.50	$50.00	$75.00	$500.00	$575.00
50	$2.50	$50.00	$175.00	$500.00	$675.00
100	$2.50	$50.00	$300.00	$500.00	$800.00
250	$2.50	$50.00	$675.00	$500.00	$1,175.00

500	$2.50	$50.00	$1,300.00	$500.00	$1,800.00
1,000	$2.50	$50.00	$2,550.00	$500.00	$3,050.00
New Pavement Cut Fee of ($500.00) Will be Assessed for New and Newly Surfaced					
Roads that are (3) Years Old or Less.					
Penalty for failure to obtain a permit before excavation = $100.00					

Inspection fees for road cuts and excavations done by Special Improvement Districts will be $25.00 per inspection.

Recreation Fees (Youth Basketball Registration Fee - Grades 3-12 - increased by five dollars 05 October 10)		
Description	**Resident**	**Non-Resident**
Boys Baseball	45.00	50.00
Girls Softball	45.00	50.00
Coed T-ball	35.00	40.00
Coed T-Ball / Coach Pitch	35.00	40.00
Youth Football* – All Players Within Our Boundaries***	80.00	80.00
Tennis	29.00	39.00
Track Club	25.00	35.00
Lacrosse	25.00	35.00
Field Rental (With Scoreboard) – per hour rate subject to decision by Parks & Recreation Director		
Girls Volley Ball	40.00	45.00
Kick Ball	350.00 per team	N/A
Coed Basketball	40.00	45.00
Girls Basketball	45.00	50.00
Boys Basketball	45.00	50.00
Youth Comp Basketball	350.00	N/A
High School Basketball	350.00	N/A
Adult Men's Basketball	400.00	N/A
Adult Women's Basketball	325.00	N/A
Adult Coed Volleyball	225.00	N/A
Adult Women's Volleyball	225.00	N/A
Adult Coed Dodgeball	350.00	N/A
Men's Dodgeball	350.00	N/A
Women's Dodgeball	350.00	N/A
Youth Futsal (Boys, Girls, Coed)	400.00	N/A
Adult Futsal (Men's, Women's, Coed)	425.00	N/A
Summer Fun	35.00	45.00
Women's Dodgeball	350.00	N/A
Cardio Ballroom (8 classes per session)	$40.00 per session	
Start Smart Program (8 sessions per program) – Basketball, Baseball, Flag Football, & All-Sport	$30.00 per program	$35.00 per program
Late Registration Fee	5.00	5.00
Early withdrawal – Fees will be refunded on a pro-rata basis after the season begins		

Bowery Rental**	$75.00	$100.00
Amphitheater Rental**	$75.00	
* $100.00 Equipment Deposit: Refundable when all equipment is returned. **$25.00 Cleaning Deposit: Refundable if Bowery/Amphitheater left clean (subject to decision by Parks & Recreation Director) ***Clarifies that the fee is $80 for players in our boundary whether they are residents or not. (15 Mar 11)		

Rental Rates for South Ogden Junior High Gymnasium*/**

	Resident	Non-Resident	
Small Court	$50 per hr	$60 per hr	one hour minimum
Large Court	$100 per hr	$120 per hr	one hour minimum
Scoreboard	$20 per hr	$20 per hr	per hour per board used
Deposit Policy	Same	Same	*50% due at time of booking with the balance to be paid not later than seven days prior to the scheduled\reserved date.
Refund Policy	Same	Same	**Full refund (less $5 for refund fee) if the rental is canceled prior to seven days before the scheduled\reserved date. **No refund** if cancellation occurs **within** the seven days before the scheduled\reserved date.

* Rental Rates for South Ogden Junior High Gymnasium adopted by Ordinance 10-11, 05 Oct 10
** City Manager is granted the authority to negotiate these rates up or down by an amount not to exceed 20% of the listed rate when s/he finds that doing so is in the best interest of the City. – Ordinance 11-10, 22 Nov 11

Tree Donation/Sponsorship

For those who wish to donate or sponsor a tree for one of the city's parks or facilities, the following conditions and fees apply:

Tree Size	Average 2 Inch Caliper Tree Stock[1]	$180
Tree Types	Flowering, Ornamental, Shade, Or Evergreen Only	
Planting Costs	Installation, Soil, Employee Time, Water Gator, Miscellaneous Supplies	$70
Other	Bronze Plaque With Sponsor's Name	$150
Total Cost	With Bronze Plaque	$400
Total Cost	No Bronze Plaque - **Tree Only**	$250

[1] Trees already in place or established in the parks, may be "adopted" by a sponsor and the same fees apply minus the planting costs.

Public Works Fees – Water & Sewer Enterprise Funds

****(Rate Structure Change ratified as effective 16 Oct 12)**

Water & Sewer Rates

The water and sewer rates include a fixed base charge, plus an additional amount based on actual water usage.

	WATER USAGE PRICE RATE PER LEVEL		SEWER USAGE PRICE RATE PER LEVEL	WATER BASE FEE	SEWER BASE FEE
WATER USAGE LEVELS	RATE PER 1000 GALLONS	SEWER USAGE LEVELS	RATE PER 1000 GALLONS	$ 7.50	$ 12.00
0 - 3,999 GALLONS	$ 1.54	0- 3,999 GALLONS	$ 0.80		
4,000- 10,999 GALLONS	$ 1.75	4,000- 20,999 GALLONS	$ 3.40		
11,000-20,999 GALLONS	$ 2.25	21,000-40,999 GALLONS	$ 4.00		
21,000-40,999 GALLONS	$ 2.80	OVER 41,000 GALLONS	$ 4.25		
OVER 41,000 GALLONS	$ 3.10				

**Policy Rationale:

The recently adopted changes to the water and sewer rates have created unforeseen consequences. The sewer rate is tied to culinary water usage because, typically, the bulk of culinary water used in any given home goes more or less directly into the sanitary sewer system.

It turns out, however, that this is not true during periods of the summer when culinary water is used for irrigation where secondary water is not utilized or available.

Policy Adjustment:

During the months of November through the following Apr, culinary water consumption will be metered, and a monthly average from that usage will be calculated and used to determine the customer's sewer fees for the months of **May** through October. The billing for actual consumption of culinary water, and the rates charged for that consumption, will not change.

[***This policy adjustment adopted 04 October 11*** and "June through October" Amended to "May through October" 07 Aug 12]

Description	Fee
Water turn on and off fees during regular working hours – for non-payment**	$25.00
Water turn on and off fees outside regular working hours – for non-payment**	$35.00
For each return service call for the second through fourth service call during the months of November through March.*	$25.00
For each return service call for the fifth or subsequent	$50.00

service call during the months of November through March*	
Water Sampling Fee – Bacteria Testing – When Necessary*	$30.00
Connection Fees	
5/8" x ¾"	$150.00
1"	$150.00
2"	$150.00
4"	$200.00
6"	$200.00
Disconnect Notice for Failure to Pay	$25.00
Tapping Fees (fee was originally collected as part of the collection fees)	
¾"	$200.00
1"	$225.00
1 1/2"	$375.00
2"	$400.00
New Meter Installation Fee[2]	
¾" x 5/8"	$25.00
¾"	$30.00
1"	$35.00
½"	$50.00
2"	$75.00
3" through 4"	$150.00
** **The City will not accept checks as payment for Water turn on and off fees where the original shutoff was for non-payment (**15 Jun 10 - Ordinance 10-06)	
Fire Hydrant Use Fee/ Construction Related Water Use Fee	
$500 for rental of the meter, hoses, etc. plus $100 for 10,000 gallons of water. For water use in excess of 10,000 gallons the charge is $2.00 per thousand gallons water use[3]	$100 + $2.00 per 1,000 gallons of water used in excess of 10,000 gallons

***** Fees Adopted 06 Feb 06

Utility Late Fee – Penalty Fee

**Utility Late Fee – Penalty Fee Created and Added - effective 2 Aug 2005

Any South Ogden City utility service (water, sewer, garbage, etc.) customer whose account has not been paid in full by the end of the billing period, will be charged a ten-dollar ($10.00) late fee. An additional $10.00 late fee will be charged each month that a balance remains unpaid.

[2] Ordinance 08-13 removed the option of contractors installing their own meters. All will now be installed by City staff.
[3] Amended from $100 to $500 by Ordinance 04-24, 1 Dec 04 – See City Code 8-1-10-D

Water Late Penalty Fee—Disconnect Notice for Failure to Pay

Once any resident has received two water disconnect notices in any calendar year, the next disconnect notice will carry a late penalty fee of $25.00. Each subsequent disconnect notice in that calendar year will carry a late penalty fee of $50.00.

Utility Demolition Fees	
Description	**Amount**
Demolition Permit – Utilities service to be maintained	100.00
Demolition Permit – Utilities service permanently terminated	500.00

Sewer Connection Fee	
Fee Description	**Amount**
Sewer Connection Fee	$100.00

Public Works – Garbage Enterprise Fund

Garbage Pick Up Fees^^	
Description	**Fee Per Month**
Garbage Can charge – monthly- per can	9.75
Can pick up fee	10.00
First Can Recycling – Monthly – per can	3.45

^^ These rates approved and adopted by Ordinance 12-16 – 16 Oct 12

Green Waste Program Fees***	
Description	**Amount**
Green Waste Trailer and Disposal Fee**	$45.00 for (1) day
Green Waste Rolloff Dumpster and Disposal Fee**	$55.00
30 Yd. Roll-off Dumpster – Per Cleanup[4]	$0.00
Refundable Deposit on Trailer or Dumpster	$100.00
Mixed Waste Trailer & Disposal fee*/**	$80.00
Mixed Waste Roll-off Dumpster & Disposal fee**	$100.00

* Added 2 Aug 05
** Amended 20 May 2008
*** Amended 15 Jun 10 - clarifies that all green waste rentals are for two days

Public Works – Storm Sewer Enterprise Fund

Drainage Utility Fee^^	
Description	**Amount**
Commercial Storm Drain fee based on $5.50 for equivalent residential unit. (ERU)	$5.50
Duplex Storm Drain Fee	$8.25

[4] Amended 14 Oct 03 to $0.00 to correct previous error setting this at $75.00

Four-Plex Storm Drain Fee	$11.00

^^ These rates approved and adopted by Ordinance 12-16 – 16 Oct 12

The land drainage fees below apply only to those residences where roof and drainage are not being retained on the owner's property, and are being drained into City gutters. These fees do not apply to homes built prior to October 11, 1962.

Description	Amount
Curb cut fee	200.00
Curb replacement fee*	200.00
Monthly fee for drainage of impervious surfaces to curb	3.00
Land drainage fee	6.00
Permit Fee**	50.00
*Fees apply only to buildings built since October 11, 1962	

** Added as of 14 Oct 03

Development Services Fees – General Funds

Building Permit Fees	
Building Value	**Fee**
$1 - $500	$23.50
$501 - $2,000	$23.50 for the first $500 plus $3.05 for each additional $100 or fraction thereof, to and including $2,000
$2001 - $25,000	$69.25 for the first $2,000 plus $14.00 for each additional $1,000 or fraction thereof, to and including $25,000
$25,001 - $50,000	$391.75 for the first $25,000 plus $10.10 for each additional $1,000 or fraction thereof, to and including $50,000
$50,000 - $100,000	$643.75 for the first $50,000 plus $7.00 for each additional $1,000 or faction thereof, to and including $100,000
$100,001 - $500, 000	$993.75 for the first $100,000 plus $5.60 for each additional $1,000 or fraction thereof, to and including $500,000
$5000,001 - $1,000,000	$3,233.75 for the first $500,000 plus $4.75 for each additional $1,000 of fraction thereof, to and including $1,000,000
$1,000,001 and up	$5,608.75 for the first $1,000,000 plus $3.65 for each additional $1,000,000 or fraction

Building Inspection Fees	
Description	**Fee**
Inspections Outside Normal Business Hours	$47 per hour
Re- inspection fees assessed under Section 108.8	$47 per hour
Commercial plan check and site plan review	45% of building permit fee cost
Residential plan review fee	35% of building permit fee cost
Inspections for which no fee is specifically established	$47 per hour
Additional Plan reviews required by changes to plans	$47 per hour
For use of outside consultants for plan checking and inspections	Actual costs

Planning and Zoning Fees	
Description	**Fee**
Residential zoning map amendment	$100 plus $25 for each acre over one (1) to five (5) acres, then $4 for each additional acre or part thereof
Commercial zoning map amendment	$100 plus $50 for each acre over one (1) to five (5) acres, then $10 for each additional acre or part thereof
Ordinance amendment	$100 plus advertising costs
Conditional use petition	$100 plus $25 for each acre over one (1) to five (5) aces, then $10 for each additional acre or part thereof
Conditional use petition for Home Occupation License in applicable zones	$10*
Appeal Hearing Petition	$100 plus mailing costs
Subdivision site plan reviews	$100 plus $10 per lot preliminary, plus $100 for final review
Engineering plat review	$100 plus actual costs incurred to be paid before final release. 4% of the bonded value on inspected improvements
Annexations	$200 for first five (5) acres plus $25 per acre up to 10 additional acres
Items placed on Planning Commission Agenda prior to formal submission of a petition	$75
Amendment to a previously approved plat	$75

***** Category Created Ord 14-06 – 06 May 14

Police Department Fees – General Fund

Description	**Resident**	**Non-Resident**
Annual Sex Offender Registry Fee[bb]	$25.00	N/A

[bb] Fee added 15 June 10 by ordinance 10-06

- In accordance with UCA §77-36.2.2(6)(a), Police Reports shall be made available to the victim of the crime which forms the basis for the report at no charges (**Added 15 Feb 05**)

Alarm Fees and Fines	
Description	**Fee/Fine**
Alarm Permit Fee	$50.00
Third False Alarm Fine	$50.00
Fourth False Alarm Fine	$100.00
Fifth False Alarm Fine	$100.00
Reinstatement Fee (after fifth false alarm)	$50.00

Once a reinstatement fee has been paid, the alarm fine cycle begins again at the third false alarm following the reinstatement.

Traffic School Fees

Violation	**Base Criteria**	**Fee**
Speeding** **1-14.99**	No other moving violations within the past 6 months	• Reg Bail Schedule for Speeding • $25 Admin Fee to Court • Cost of on-line Traffic School Course
Speeding **15 or More**	Does not qualify	N/A
Speeding in School Zone	Does not qualify	N/A
Presence of any Alcohol	Does not qualify	N/A
Auto Accident Event	Does not qualify	N/A
Reckless or Careless Driving	Does not qualify	N/A
No Driver License at the time	Does not qualify	N/A
No Insurance at the time	Does not qualify	N/A

** Miles per hour over the posted speed limit
+ Fee structure clarified 07 May 13 – Ord 13-05

Animal Control Fees	
Dog Licenses	**Fees**
Non-altered dog – Senior Citizen	$20.00
Altered dog – Senior Citizen	$7.00
Non – Altered dog++	$30.00
Altered Dog	$10.00
Microchip*	$20.00
Lifetime License – Altered Only*	$75.00
Lifetime License – Senior Citizen - Altered Only*	$20.00

Late fee for dog licenses per license (after March 1)	$20.00

*These Fees Added 18 Mar 08
++ This fee amended 20 May 08

Dog License Fees shall be **pro rated on a percentage basis**, for the number of months remaining in the year for which the fees are being paid. That is, the person paying the fee shall only pay that portion of the fee, which represents the same proportion of the year, which remains until the annual fee payment shall again be due. (Pro rating of fees shall not apply to persons who, through their own acts, failed to pay the full fee when it was first due.) For example, if a person owned a dog on the first day of the year when the license fee was due, but seeks to pay the fee 4 months later, that person will not be given a pro rated adjustment to the fee and will be deemed to have failed to have licensed that dog, shall be subject to prosecution for failure to license and shall be required to pay the prescribed late fee[5]. In contrast, a person who, 4 months into the license year, acquires a dog will only be required to pay for 8 months of the license period.

Shelter Fees	
Description	**Amount**
Impound/Reclaim Mico-chipped Animal	$75.00
Impound/Reclaim Non Mico-chipped Animal	$90.00
Room and Board	$10.00 per day
Relinquishment (owner surrender)	$50.00
Euthanasia	$50.00 per animal
Sterilization Deposit – Neuter^^	$70.00
Sterilization Deposit – Spay	$80.00

^^ Sterilization Deposit Fees are as required by Utah Code §11-46-206 – Fees Added – 17 Dec 13

Animal Adoption Fees++

(Added 14 Oct 03 – Amended 18 Mar 08 & 20 May 08)

Fee	New
Animal Adoption Fees*	
Non-sterilized Cat**	$50.00
Non-sterilized Dog**	$100.00
Sterilized Dog/Cat	$30.00 – Cat $50.00 - Dog

* Adoption Fees include deposit toward First Vaccination; Rabies Vaccinations; Health exam by Vet; Spay or Neuter Surgery if Required. (Corrected 20 May 2008)
** Includes Vet costs for Sterilization surgery, Rabies vaccination, Health exam as noted above
++ ***Adoption Fees MAY be adjusted by Animal Control Services Staff based on the Adoptability of the individual animal***. **[**This Provision Added via Ord 08-13 – 18 Mar 08**]**

NUISANCE WILDLIFE HANDLING FEE

(This section amended 15 Apr 08 – Ord 08-14)

Nuisance Wildlife Basic Handling Fee		**$50.00**

Conditions. Should a Nuisance Wildlife Animal, defined for the purposes of this fee as a wild skunk, porcupine, or raccoon, or similar animal, but not including mice, rats or other vermin, or other animals falling within the responsibility of the Weber-Morgan Health Department or other government

[5] This section added 18 Mar 03

agency, become lawfully captured or trapped within the City by the resident, the homeowner or resident shall have the following options:

1. **Contact DWR.** The resident may contact the Division of Wildlife Resources ("DWR") to receive and follow their recommendations for disposition of the animal.

2. **Contact a private pest control service.** The resident is encouraged to contact a private pest control service that is equipped to trap and handle the type of animal trapped. The resident will pay the fee of the pest control company.

3. **South Ogden City**. The resident may contact South Ogden City – Animal Control Services ("Animal Control"), to have the animal removed for ultimate disposition. Residents exercising this option shall pay the $50.00 fee established by this Ordinance for these services and can expect to have the animal removed within 24-hours after requesting assistance from Animal Services. (Some situations may require a longer period for picking up the animal, depending on current demands on Animal Control staff including holidays, etc.)

4. **Traps**. All animals for which the resident seeks removal and disposal shall first obtain an approved trap from either DWR or Animal Control and pay the required fee or deposit for the trap.

5. The Police Department, through its authorized agent, shall have the right to waive all or a portion of the foregoing fees for disposal for and in consideration of then existing special circumstances and for good cause shown.

"Scooter Ordinance" Violation Fees

(Added 17 Aug 04)

Fee	Current	New
Scooter Ordinance" Violation Fees		
First Offense	$0.00	$50.00
Second Offense	$0.00	$100.00
Each Subsequent Offense	$0.00	$200.00

"Junk Ordinance" Violation / Enforcement Fees

(Added 16 Oct 12)

Fee	Current	New
"Junk Ordinance" Violation / Enforcement Fees		
First Offense / Violation requiring action by the city beyond original notice	$0.00	$125
Each Subsequent Offense / Violation within 24 months of most recent prior violation	$0.00	$250.00

Fire Department Fee – General Fund

Fire Department Fees	
Description	**Amount**
Second building plan check	$50.00 if original plan was rejected
Inspection of Unlicensed Day Care Facilities	$58.00
On-site procedural verification of fire sprinkler systems	$100.00
Commercial alarm system plan review and pre-occupancy trip test (if required by UFC)	$100.00
Commercial chemical suppression system pre-occupancy trip test (if required by UFC)	$50.00
Fire investigation report for other than building owner	$25.00
Hazardous materials permit*	50.00
Special permit of additional activities, operations, practices, or functions	$50.00

*The Hazardous materials permit fee shall be paid and credited such that payment of annual fee will not be due and payable again until one calendar year has elapsed from the date the fee is paid.

Violation	Code Section	Fine
Obstructing fire apparatus access (parking in a fire lane)	UFC 902.2.41	$100.00
Obstructing fire protection equipment	UFC 1001.7.1	$100.00
Tampering with fire protection equipment, hydrants	UFC 1001.6	$500.00
Operating a business without a required permit	UFC 105.8	$250.00

Fire Department Fee – Ambulance Enterprise Fund**

Ambulance Enterprise Fund Fees*	
Description	**Amount**
Advanced EMT Grount Transport	$919.00
Advanced Ground Transport with Paramedic On-Board	$1,344.00
Mileage Rate (per mile or fraction thereof)	$31.65
Fuel Fluctuation Rate (see note 3 below)	$.25 per mile
Off-Road Rate (see note 4 below)	$1.50 per mile
Emergency Response / Transport surcharge	$39.75
Ambulance Waiting Time surcharge (per every 15 min)	$22.05
Ambulance Stand-by Fee (per hour, 2 hour minimum)	$35.00
Scene Services Level 3 Level 2	 $331.05 $165.53

Level 1	$82.77
Consumable Supplies	(see explanatory notes 1 & 2, below)

1. Allowable base Ambulance rates are set pursuant to Utah Code §26-8a-403 (as may be amended from time to time) and Utah Administrative Code Rule R426-16, effective annually 1 July through 30 June following.

2. As set by the Fire Operations Chief subject to Utah State BEMS and City Council review and approvals.

3. When diesel fuel exceeds $5.10 per gallon or gasoline exceeds $4.25 per gallon as invoiced; a surcharge of $.25 per mile of transport may be added to the mileage rate.

4. Where we ambulance is required to travel for 10 miles or more on unpaved roads, a surcharge of a dollar 50 per mile traveled may be assessed.

*These Fees will be in effect as set herein or as may otherwise be established by the State of Utah.
** Amended 05 Jan 16

Impact Fees – Special Revenue Funds

Parks

Parks and Open Space Impact Fee – Fully Assessed Rate	
Description	**Amount**
Single family dwelling – per unit*	$768.17
Multiple family dwellings – per unit*	$553.50

Parks and Open Space Impact Fee – Assessed at Greenbelt Rate	
Description	**Amount**
Single family dwellings – per unit*	$775.48
Multiple family dwellings – per unit*	$556.94

*"per unit" notation added for clarification – 2 Aug 05

Culinary Water

Culinary Water Storage and Distribution Impact Fee	
Description	**Amount**
Single family dwelling	$486.07/ERU*
Residential duplex	$889.51/unit
Multiple family dwelling	$403.44/unit
Commercial	$0.13/sf

* This new fee based on the December, 2015 "Culinary Water Capital Facilities Plan and Impact Fee Analysis".

Sewer Impact Fee – (Eliminated 07 May 13 by Ord 13-05)

Storm Sewer Impact Fee[6]

Storm Sewer Impact	Total Fee
Single Family Residential	$1,500 per Unit
Duplex Residential	$.65 per ft^2 impervious area
Multiple Family Residential	$.65 per ft^2 impervious area
Commercial	$.65 per ft^2 impervious area
Industrial	N/A

Storm Sewer Impact Fee
Credit For Increased Detention on Commercial Development

Discharge Rate Decrease	Discharge Rate (c.f.s./Acre)	Required Storage Increase	Portion of Recoupment Impact Fee Credit per Square Foot	Impact Fee
0%	0.2	0%	$0.00	$0.83
10%	0.18	3%	0.065	0.765
20%	0.16	6%	0.13	0.70
30%	0.14	9%	0.19	0.64
40%	0.12	12%	0.26	0.57
50%	.10	15%	0.33	0.50
No Credit Over 50%				

Storm Sewer Credit For Increased Landscaping / Pervious Surface

Percentage of Increased Landscaping / Pervious Surface Over Required 10%	Percentage of Landscape / Pervious Surface Required to Qualify for Credit	Recoupment Impact Fee Credit	Total Impact Fee After Credit Per Square Foot
15%	25%	$0.097	$0.73
20%	30%	0.13	0.70
25%	35%	0.16	0.67
30%	40%	0.19	0.64
35%	45%	0.23	0.60
40%	50%	0.26	0.57
45%	55%	0.29	0.54
50%	60%	0.33	0.50

[6] Adopted 17 Dec 13

No Credit Over 50%			

Traffic Impact Fee

Traffic impact fees are calculated based on the following:

A. The volume "Trip Generation" published by the Institute of Transportation Engineers, New York, N.Y. (current edition) is hereby adopted by the City of South Ogden as the basis and guide for determining the Average Daily Trips (ADT) for various land uses within the city; further, each subsequent volume, or its functional equivalent, as determined by the Institute of Transportation Engineers or their successors, is hereby adopted, effective as of the time of its publication, for use in South Ogden City for use in calculation of ADTs for various land uses within the city for the purpose of determining applicable traffic impact fees.

B. The "Traffic Capital Facilities Plan and Impact Fee Update" of April 2005 as completed and submitted by Wasatch Civil Consulting Engineering, is hereby declared to set out and describe the preferred impact fee calculation methodology giving due consideration to the data contained therein, and in particular, "Table 2-4 Impact Fee Comparison" at page 2.4 thereof.

C. For information on the impact fee credit calculation methodology see ordinance 99-11.

Traffic Impact Fee

(Amended by Ord 05-11 of 2 Aug 05)
(Amended Ord 06-03 – 17 Jan 06 – Add Shell Building Fee)
(Amended by Ordinance 06-21 of 05 Sep 06)
(Amended by Ordinance 01-10 of 19 Jan 10)

Land Use Type	2001 Impact Fee [2]	2005 Impact Fee [2]	2009	Impact Fees
			Overall System Fee	Development Only Fee
Single Family - Low	$474.00/DU[1]	$778.62/DU	$48.86/DU	$551.52/DU
Single Family - Med	$474.00/DU	$778.62/DU	$48.86/DU	$551.52/DU
Multiple Family	$328.38/DU	$540.98/DU	$33.75/DU	$383.19/DU
Commercial	$49.53/Trip	$81.00/Trip	$5.06/Trip	$57.45/Trip

[1]DU = Dwelling Unit
[2] Impact fees shown above for 2001 and 2005 Updates are maximum recommendations, not amounts that were actually adopted by the City Council

The owner/developer of a "shell building[7]" under new construction, shall be required to pay a "base fee" for traffic impact fees for that building based on the then applicable rate for a shell building as set out in the City's Fee Ordinance.

[7] A shell building in this context is one that is designed for or generally understood to be of such a nature that one or more tenants or sub-uses will ultimately occupy the building either as tenants or condominium type owners. This type of construction contemplates possible multiple use types that, while authorized by zoning, are not immediately identifiable at the time of actual building permitting and construction.

Once actual use of individual spaces can be ascertained, the actual traffic impact fee that would be due under the City's Traffic Impact Fee scheme for that space will be calculated and a square foot credit will be granted against the original base fee paid to the City based on the initial base fee paid at the time of permitting and development.

Adjustments between actual fees required and paid and the original base fee paid by the owner/developer shall be handled between the developer/owner who paid the base fee and the tenants/owners of the finally developed space. The City shall not make a refund to the owner/developer of any portion of the base fee merely because a tenant has now occupied the space and paid the actual, final fee or because of any differential between the base and final fee.

No refunds of traffic impact fees will be considered after twelve months from the date of initial occupancy of the finally developed space. (**Added and Amended - Ord 06-03 – 17 Jan 06 – Add Shell Building Fee**)

Revised Specific Traffic Impact Fees

(As Amended by Ordinance 06-21 of 05 Sep 06)

	Current	**New**
Bank	$2.42 /sf	$2.42 /sf
Bank w/Drive Thru	$14.98 /sf	$2.90 /sf

Restaurant (High Turnover)	$7.40 /sf	$6.27 /sf*
Restaurant w/Drive Thru	$28.48 /sf	$7.52 /sf

* The new restaurant fee will take all the different restaurant catergories (fast food, high turnover, high dining, etc.) and average them

City Council Staff Report

Subject: MOU with Weber State University Police Department
Author: **Chief Darin Parke**
Department: Police
Date: 9/19/16

Recommendation

I recommend we agree to the MOU with WSU regarding sharing of information, working together on relevant investigations, and statistical crime reporting.

Background

WSU is directed under federal law, or guidelines, to have in place various MOUs. They have asked for an MOU with us under those requirements.

The City and the University have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant University and South Ogden community.

Analysis

This MOU formalizes the current working relationship with WSU Police Department.

We work with WSU cooperatively when appropriate to protect the health, safety and welfare of the University's students and employee community, and the South Ogden community generally.

Under the MOU we agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants our continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a University student or employee occurs in the City.

We are recognizing the University's obligations under federal law to collect crime statistic information, provide timely and emergency warnings, and provide certain trainings to the University community and acknowledging that the City may, but is not legally required to, cooperate in assisting the University to fulfill its obligations.

The MOU clarifies how we may cooperate in the future regarding sexual violence, domestic violence, and stalking within sound investigative practices and legal parameters.

The focus of the MOU is victim assistance. It intends to assist in providing WSU's protective measures and campus resources to victims.

The university is required by federal law to report crime statistics for incidents that occur on or around campus. The MOU states we will assist them in doing so.

The MOU states if we are aware of a significant emergency, dangerous situation, or ongoing crime posing a threat to university students or employees we will notify them.

Budget Impacts

None

Resolution No. 16-31

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN MEMORANDUM OF UNDERSTANDING WITH WEBER STATE UNIVERSITY FOR SHARING OF POLICE INFORMATION, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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

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

WHEREAS, the City Council finds that Weber State University ("WSU") is currently providing law enforcement services ("Services"); and,

WHEREAS, the City Council finds that provision of Services requires the ongoing exchange of information with other law enforcement agencies; and,

WHEREAS, the City Council finds that WSU often has a need to share information with City; and,

WHEREAS, the City Council finds that the sharing of this law enforcement information is beneficial to both parties and city citizens in particular; and,

WHEREAS, the City Council finds that the city staff recommends that the city contract with WSU for the provision of exchanging law enforcement information between each agency as part of the Services; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION II - CONTRACT AUTHORIZED

That The City Manager Is Authorized To Negotiate Any Remaining Details Under Any Proposed Memorandum Of Understanding With WSU For Ongoing Exchange Of Information With Other Law Enforcement Agencies, Specifically South Ogden Police Department, As Part Of WSU's Services As Set Out Above And Then To Sign, And The City Recorder Is Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 20th day of September, 2016, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 20th day of September, 2016.

SOUTH OGDEN CITY

_____
James F. Minster
Mayor

ATTEST:

_____
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 16-31

Resolution Of South Ogden City Approving An Memorandum Of Understanding With Weber State University For Sharing Of Police Information, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

20 Sep 16

[Attachment to be provided by Police Department]

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective _____, 2015, by and between the City of South Ogden, Utah, a municipal corporation under the laws of the State of Utah, (hereinafter referred to as the "City") and Weber State University, an educational institution, public body, and independent agency of the State of Utah (hereinafter referred to as the "University"). The City and the University may, from time to time herein, be collectively referred to as "the Parties."

WHEREAS, the City and the University have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant University and South Ogden community; and

WHEREAS, the City has a department, the South Ogden Police Department (SOPD), that is the principal law enforcement agency in the City of South Ogden, Utah, that exercises such authority and jurisdiction granted by the laws of the State of Utah; and

WHEREAS, the University employs a unit of certified law enforcement officers, the Weber State University Police Department (WSUPD), that exercises such authority and jurisdiction granted by the laws of the State of Utah; and

WHEREAS, the University has an Affirmative Action/Equal Opportunity office (AA/EO) that serves as the Title IX Coordinator and, in coordination with WSUPD, is responsible for investigating complaints of discrimination and sexual harassment, which includes sexual assault, domestic violence, dating violence and stalking; and

WHEREAS, the SOPD and WSUPD also work cooperatively when appropriate to protect the health, safety and welfare of the University's students and employee community, and the South Ogden community generally; and

WHEREAS, the City and the University agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants the Parties' continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a University student or employee occurs in the City; and

WHEREAS, in recognition of the University's obligations under federal law to collect crime statistic information, provide timely and emergency warnings, and provide certain trainings to the University community and acknowledging that the City may, but is not legally required to, cooperate in assisting the University to fulfill its obligations,

WHEREAS, the parties desire to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties, with the further understanding that it is not the intention of the parties to make either entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances, as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Sexual Violence, Domestic Violence, Stalking.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence, domestic violence, and stalking involving a University student or employee-victim. For purposes of this MOU sexual violence means rape, sodomy, and sexual assault. Nothing in this MOU shall be construed as requiring SOPD to share information with the University if SOPD reasonably believes that doing so would jeopardize its criminal investigation. It is understood between the parties that SOPD need not specifically investigate whether or not all victims of sexual violence, domestic violence, or stalking are University students or employees. The cooperation envisioned herein arises if SOPD becomes aware in the course of their investigation that the victim is a University student or employee.

a. The University and SOPD agree to communicate regularly during their respective investigations, to the extent permitted by law and to the extent deemed appropriate by the parties. The parties recognize the need to balance the interests of the criminal process and WSU's obligations under the federal law.

b. SOPD agrees to notify WSUPD of a report of sexual violence, domestic violence, or stalking involving a University student or employee-victim. SOPD will provide WSUPD with the victim's name and basic- information about the incident. In some cases, WSU may need to take immediate interim action(s) to protect the victim(s) and keep the campus safe. However, upon SOPD's request, WSU will delay taking action to the extent reasonably possible to prevent interference with SOPD's criminal investigation. Upon such notice by SOPD, WSU will limit

sharing of information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, SOPD will notify WSU when it has completed its initial investigation and that further sharing of information by WSU will not interfere with SOPD's criminal investigation.

c. When WSUPD or AA/EO office receives a report of sexual violence, domestic violence, or stalking, from a victim, WSUPD or AA/EO will inform the victim of WSUPD's and AA/EO/AA's coordination with SOPD. WSUPD and/or AA/EO will make the victim aware of the victim's Bill of Rights as outlined in Utah Criminal Code 77-37-3 and the right to make a criminal report, if the victim desires. Upon request, WSUPD and/or AA/EO will coordinate and assist the victim in contacting SOPD. Taking into consideration the wishes of the victim, WSUPD or AA/EO may provide the victim's name and basic information about the incident to SOPD to assist in coordination of the administrative and criminal investigations.

d. WSUPD and/or AA/EO will provide SOPD with a one page information sheet regarding the University's administrative complaint process, protective measures, and campus resources. SOPD agrees that its investigators will strive to provide the information sheet to student or employee-victims interviewed in cases involving sexual violence, domestic violence, or stalking. SOPD agrees to include such information on its future victim resource cards or other appropriate materials.

e. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy, state, and federal law.

2. **Collection of Crime Statistics.** The University is required by federal law to collect and publish statistics for reports of certain federally defined incidents and crimes, including crimes that occur on and around campus. As part of that obligation, the University must request crime statistics from SOPD annually. SOPD agrees to cooperate with the University and undertake reasonable efforts to respond to the University's request for this information.

3. **Emergency Notification and Crime Alerts.**

a. The parties acknowledge that the University is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The University is also required by federal law to issue timely warnings

to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

b. If SOPD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the University's students, faculty or staff, SOPD will notify WSUPD so that WSUPD can determine whether an emergency notification or timely warning should be issued by the University.

4. **Training.** The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.

a. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.

b. The University agrees to provide training to SOPD personnel regarding the University's obligations under federal law, including the Clery Act and Title IX, to respond to incidents of sexual violence, domestic violence, and stalking involving members of the University community. This training may include information about University policies and procedures, the differences between the University's administrative process and the criminal process, university resources, and other information that would be of value to SOPD.

c. SOPD agrees to allow WSUPD to participate in trainings, including those for employees with responsibility for investigating and responding to matters of sexual violence, domestic violence, and stalking and those for employees providing support services to parties involved in matters of sexual violence, domestic violence, and stalking.

d. Upon mutual agreement by the representatives of the parties who are coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.

5. **Quarterly Meetings.** The parties agree to meet quarterly at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:

a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement;

b. Review and confirm the accuracy of the information contained in materials (such as the information sheet and victim resources) handed out pursuant to this MOU; and

c. Discuss any other matters of importance to the parties.

6. **Termination.** Either party to the MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.

7. **Modification.** This MOU may be modified only in a writing signed by both Parties. The Parties shall endeavor to examine this MOU biennially, to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.

8. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

9. **No Third Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

10. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Utah.

11. **Approval and Authorization.** Each of the parties warrants and represents by the execution of this MOU that it has been approved by its legal counsel as to form and legality, and that the execution, delivery and performance of this MOU by such party has been duly authorized.

12. This MOU is strictly for internal management purposes for each of the institutions. It is not legally enforceable and shall not be construed to create

any legal obligations on the part of either party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity. Nothing in this MOU authorizes or is intended to obligate the institutions to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Nothing in this MOU shall be interpreted to limit or otherwise affect any authorities, rights, powers, or privileges accorded to either party under any law or regulation.

IN WITNESS WHEREOF, the undersigned hereto have executed this MOU this ___ day of _____, 2016.

THE CITY OF SOUTH OGDEN	THE WEBER STATE UNIVERSITY
_____	_____
Matthew Dixon _____	Dane LeBlanc
City Manager, South Ogden City	Chief of Police, Weber State University

_____

City Council Staff Report

Subject: Fall Crack Sealing 2016
Author: Jon Andersen
Department: Public Works
Date: September 20, 2016

Recommendation

City Staff is recommending the approval of the Crack Seal bid be awarded to CKC.
The bid process was completed through BidSync , CKC was the lowest bidder. CKC has not completed work for South Ogden but references were contacted.

Background

The fall crack seal project was discussed in this year's budget work session. It was determined that a spring crack seal be completed for the roads, trails, and City parking lots that were chip or slurry sealed a while ago. The fall crack seal project will be a crack seal only to help preserve/improve the condition of 30 roads throughout the City.

Analysis

In doing some research, City staff found that it was best to bid it out per road rather than bidding as per linear foot. The bid was done per road with a running total. City staff estimated that the 30 roads would reach the goal of spending $30,000 on crack seal for the fall. Some crack sealing was doing in the spring. Bids came in at a very good rate. We had seven qualified company look at the bid and only three completed what the City was requiring to do to bid.

Contractor	Unit Price	Total
CKC	$1,309.23	$39,276.99
Terracare Associates	$1,925.29	$57,758.73
Superior Asphalt, LC	$2,633.33	$78,999.99
M&M Asphalt	$2,648.86	$80,545.85
Andersen Asphalt	$2,778.80	$83,364.05
Advanced Paving	$2,946.16	$88,384.80
Bonneville Asphalt	$6,975.00	$209,250.00

Significant Impacts

An impact of $39,276.99 will impact the streets budget. This is all class C funds.

Attachments

BidSync Documents
Map

Bid #1608-001 - Fall Crack Sealing 2016 RFQ

Time Left	**closed**	**# of offers**	**7**
Bid Started	**Aug 17, 2016 9:45:40 AM MDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Sep 8, 2016 2:00:00 PM MDT	**# of suppliers viewed**	**35** (View)
Agency Information	**South Ogden City, UT** (view agency's bids)	**Q & A**	Questions & Answers Questions: 3 Unanswered: 1
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **South Ogden City** No Location Specified **Qty** 30 **Expected Expenditure** $30,000.00		
View Rules	Click here to change the rules for this bid.		

Description

Bid Number	1608-001
Title	Crack Sealing
Quantity	30 each
Contract Duration	One Time Purchase
Prices Good for	120 days
Budgeted Amount	$30,000.00 (change)
Estimated Amount	$30,000.00
Regional	Bidders are requested to be within 300 miles from zip code 84405
Estimated Amount	$30,000.00 (This price is estimated - not guaranteed)
Bid Comments	When installing product, proper techniques shall be used for the preparation of the cracks and joints prior to sealing or filling. Product that is being used must meet or exceed Crafco Polyflex type 2 material. The prices shall be for **each individual road** that is marked on the map that is given. All cracks 1/4" and greater must be filled with sealant. Edges will be cleaned and installed with product when needed.
Description	**Prices are per road**

Documents

Select All | Select None | Download Selected

1. Crackseal Fall 2016.xlsx [download]
2. FALL 2016 CRACK SEAL MAP.pdf [download]

= Included in Bid Packet = Excluded from Bid Packet

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

Bid #1608-001 - Fall Crack Sealing 2016

Creation Date **Aug 10, 2016**
Start Date **Aug 17, 2016 9:45:40 AM MDT**
End Date **Sep 8, 2016 2:00:00 PM MDT**
Awarded Date **Not Yet Awarded**

1608-001--01-01 Crack Sealing

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Ckc [Ad]	First Offer - $1,309.2333	30 / each	$39,276.999		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Terracare Associates	First Offer - $1,925.291	30 / each	$57,758.73		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Superior Asphalt, LC [Ad]	First Offer - $2,633.3333	30 / each	$78,999.999		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Please see attached street pricing list.			
M&M Asphalt Services, inc. [Ad]	First Offer - $2,684.8617	30 / each	$80,545.851		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Andersen Asphalt [Ad]	First Offer - $2,778.8017	30 / each	$83,364.051		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Advanced Paving and Construction [Ad]	First Offer - $2,946.16	30 / each	$88,384.80		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Includes perimeter crack seal on all roads			
Bonneville Asphalt Repair [Ad]	First Offer - $6,975.00	30 / each	$209,250.00		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** NOTE This is a LUMP SUM BID it would be impossible for us to give you a bid per road since each road varies in size and has different needs.			

Supplier Totals

Ckc [Ad] **$39,276.999**

Bid Contact **Justin Robb**
ckcbids@gmail.com
Ph 435-724-8480

Address **Po box 510013**
Mt home, UT 84051

Agency Notes:

Supplier Notes:

Terracare Associates **$57,758.73**

Bid Contact **Loran Gillen**
lgillen@myterracare.com

Address **2355 S Decker Lake Blvd**
West Valley City, UT 84119

Ph 385-222-0730
Fax 801-542-0136

Agency Notes: **Supplier Notes:**

Superior Asphalt, LC [Ad] **$78,999.999**

Bid Contact **Rick Phelps**
rick.phelps@me.com
Ph 801-250-7500
Fax 801-252-7186

Address **PO Box 450**
Magna, UT 84044

Agency Notes: **Supplier Notes:**

M&M Asphalt Services, inc. [Ad] **$80,545.851**

Bid Contact **Jason Campbell**
jasoncampbell@digis.net
Ph 801-280-9400

Address **5464 West Leo Park Rd**
West Jordan, UT 84088

Agency Notes: **Supplier Notes:**

Andersen Asphalt [Ad] **$83,364.051**

Bid Contact **Derek Andersen**
derek@andersenam.com
Ph 801-332-9612

Address **5863 Willow Wood Lane**
South Ogden, UT 84403

Bid Notes **Price includes cleaning and crack sealing all gutters.**

Agency Notes:

Supplier Notes:
Price includes cleaning and crack sealing all gutters.

Advanced Paving and Construction [Ad] **$88,384.80**

Bid Contact **Bart van der Stappen**
justin@advancedpaving.net
Ph 801-731-7882

Address **1723 West 1350 South**
Ogden, UT 84401

Agency Notes: **Supplier Notes:**

Bonneville Asphalt Repair [Ad] **$209,250.00**

Bid Contact **Shaun Heaton**
bonnevilleasphalt@gmail.com
Ph 801-225-3544
Fax 801-225-2205

Address **PO Box 186**
Orem, UT 84059

Bid Notes **NOTE This is a LUMP SUM BID it would be impossible for us to give you a bid per road since each road varies in size and has different needs.**

Agency Notes:

Supplier Notes:
NOTE This is a LUMP SUM BID it would be impossible for us to give you a bid per road since each road varies in size and has different needs.

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Print Close

C.K.C

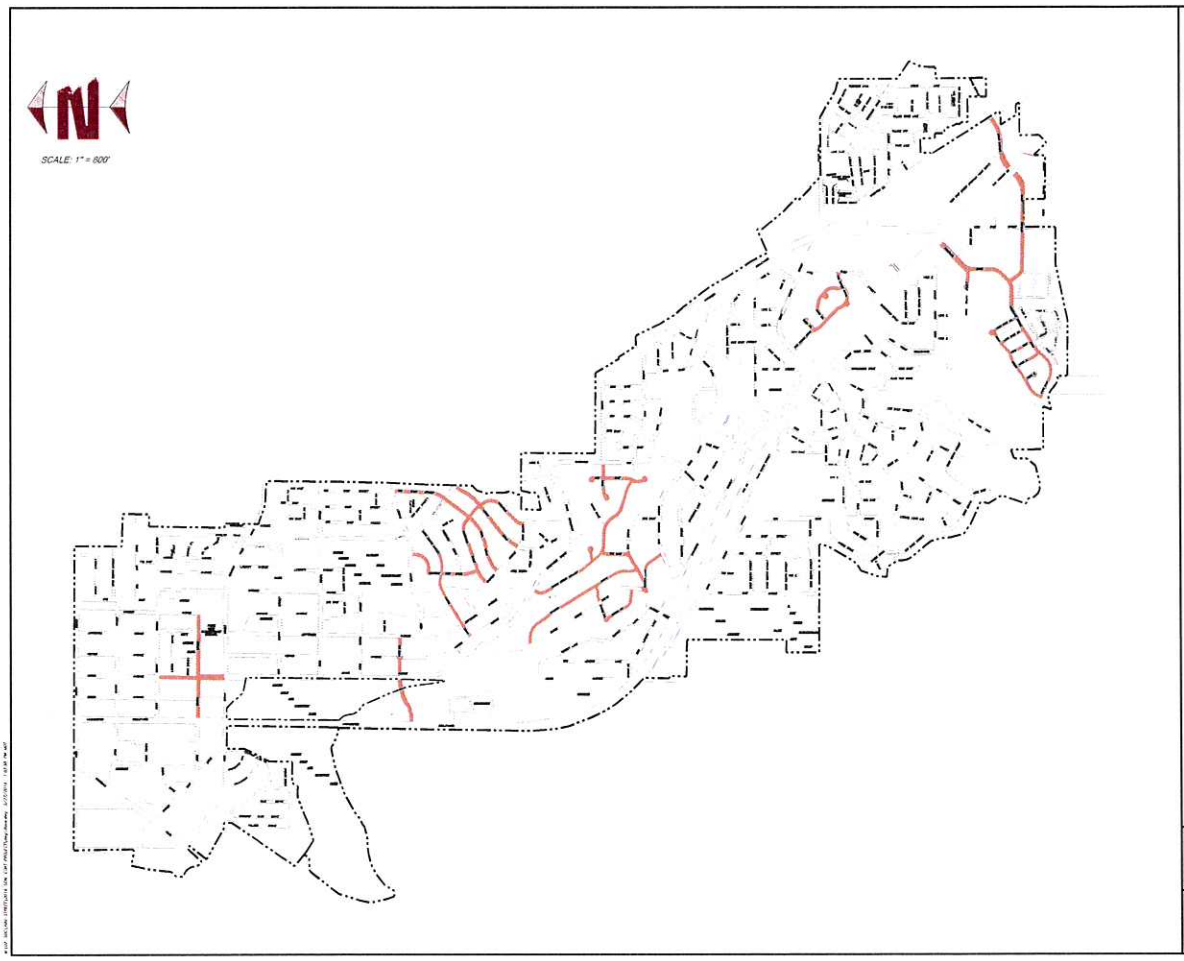
ROADS:	Quanity:	Price per Road:
Fox Chase Dr. (5600 S.-1475 E.)	46	1,387
5630 S. (Fox Chase Dr.- End)	16	676
5640 S. (Fox Chase Dr.- Fox Chase Dr.)	16	676
Ridgeline Dr.(Highway 89- 1350 E.)/6000 S. cul-d-sac	53	1,790
6100 S.(1350 E.-1150 E.)	46	1,527
6000 S.(1350 E.-1150 E.)	39	1,294
1350 E.(6000 S.-6100 S.)	16	676
1325 E.(6000 S.-6100 S.)	16	676
1275 E.(6000 S.-6100 S.)	16	676
1250 E.(6000 S.-6100 S.)	16	676
1200 E.(6000 S.-End.)	7	394
Skyline Dr.(Ridgeline Dr.-Wasatch Blvd.)	76	4,562
Burch Creek Hollow (Edgewood Dr. to 950 E.)	76	3,685
5000 S. (Burch Creek Hollow-End)	7	478
Panarama Dr.(Madsion Ave.-Madison Ave.)	60	2,582
Vista Dr.(44th-Madison Ave)	67	2,885
Nancy Dr.(Monroe Blvd.-Madison Ave)	39	1,248
Country View Dr.(45th-Panrama Dr.)	39	1,248
44th St.(Washington Blvd.- Jefferson dr.)	39	1,248
Adams Ave(38th-40th)	30	862
39th St(Washington Blvd-Orchard Ave)	46	1558
785 E. (Oak Dr.-Burch Creek Hollow)	16	577
Oak Dr.(Burch Creek-785 E.)	16	577
Sunset Ln(Oak Dr.-Ben Lomond Ave)	16	577
Kiwana Dr(Oak Dr-Burch Creek Dr)	60	2,076
Doren Dr.(Kiwana Dr-Burch Creek Dr)	16	577
Doren Dr.(Burch Creek Dr-Burch Creek Dr)	16	577
Lavina Dr(Monroe Dr-Porter Dr.)	60	2,076
5000 S.(Glassman Way-End)	16	577
950 E.(5000 S.-End)X2	23	859
	Total: 18 ton	Total: $39,277

Superior Asphalt

Sheet1 Sheet2 Sheet3

ROADS:	Quanity:	Price per Road:
Fox Chase Dr. (5600 S.-1475 E.)		$3,500
5630 S. (Fox Chase Dr.- End)		500
5640 S. (Fox Chase Dr.- Fox Chase Dr.)		2,250
Ridgeline Dr.(Highway 89- 1350 E.)/6000 S. cul-d-sac		6,250
6100 S.(1350 E.-1150 E.)		2,350
6000 S.(1350 E.-1150 E.)		2,000
1350 E.(6000 S.-6100 S.)		1,250
1325 E.(6000 S.-6100 S.)		800
1275 E.(6000 S.-6100 S.)		550
1250 E.(6000 S.-6100 S.)		550
1200 E.(6000 S.-End.)		500
Skyline Dr.(Ridgeline Dr.-Wasatch Blvd.)		5,800
Burch Creek Hollow (Edgewood Dr. to 950 E.)		4,550
5000 S. (Burch Creek Hollow-End)		500
Panarama Dr.(Madsion Ave.-Madison Ave.)		3,500
Vista Dr.(44th-Madison Ave)		5,650
Nancy Dr.(Monroe Blvd.-Madison Ave)		2,550
Country View Dr.(45th-Panrama Dr.)		2,950
44th St.(Washington Blvd.- Jefferson dr.)		2,000
Adams Ave(38th-40th)		2,800
39th St(Washington Blvd-Orchard Ave)		4,850
785 E. (Oak Dr.-Burch Creek Hollow)		1,100
Oak Dr.(Burch Creek-785 E.)		1,700
Sunset Ln(Oak Dr.-Ben Lomond Ave)		1,500
Kiwana Dr(Oak Dr-Burch Creek Dr)		5,850
Doren Dr.(Kiwana Dr-Burch Creek Dr)		3,600
Doren Dr.(Burch Creek Dr-Burch Creek Dr)		1,750
Lavina Dr(Monroe Dr-Porter Dr.)		4,350
5000 S.(Glassman Way-End)		1,750
950 E.(5000 S.-End)X2		1,750
	Total:	**Total:**

TOTAL: $ 79,000 —



SOUTH OGDEN CITY CORPORATION

2016 CRACK SEAL PROJECT

LEGEND

SOUTH OGDEN CITY BOUNDARY

AREAS TO BE CRACK SEALED

DESIGNED B.C.J. DATE AUG. 15, 2016

DRAWN L.C.W. SCALE 1" = 600'

CHECKED B.C.J.

SHEET 1 OF 1 SHEETS

WASATCH CIVIL
Consulting Engineering
5438 SOUTH FREEWAY PARK DRIVE
RIVERDALE, UTAH 84405 (801) 775-9191

Resolution No. 16-32

RESOLUTION OF SOUTH OGDEN CITY APPROVING AND AUTHORIZING ENTERING INTO AN AGREEMENT WITH CKC FOR ROAD CRACK SEALING SERVICES; AUTHORIZING THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY TO GIVE EFFECT TO THE INTENT HEREOF; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I - RECITALS

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

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

WHEREAS, the City Council finds it is necessary to contract with CKC ("CKC") for road crack sealing services; and,

WHEREAS, the City Council finds that contracting with CKC for road crack sealing services should be approved and adopted as necessary to the support the ongoing maintenance of the city's transportation infrastructure; and,

WHEREAS, the City Council finds that City now desires to further those ends by contracting with CKC for road crack sealing services, following receipt and processing of bids, to provide such services; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION II - CONTRACT AUTHORIZED

That The **Bid Analysis**, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted And The Bid For The Crack Seal Project As Noted Is Awarded To CKC; And That The City Manager Is Authorized More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City With CKC And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 20th day of September, 2016, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 20th day of September, 2016.

SOUTH OGDEN CITY

_____
James F. Minster
Mayor

ATTEST:

_____
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 16-19

Ordinance Of South Ogden City Amending The City's Consolidated Fee Schedule By Amending The City's General Administrative Fees By Adding Passport Processing Fees, Making Necessary Clerical And Administrative Changes; And Providing An Effective Date For These Actions.

20 Sep 16

Bid #1608-001 - Fall Crack Sealing 2016 RFQ

Time Left	**closed**	**# of offers**	**7**
Bid Started	**Aug 17, 2016 9:45:40 AM MDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Sep 8, 2016 2:00:00 PM MDT	**# of suppliers viewed**	**35** (View)
Agency Information	**South Ogden City, UT** (view agency's bids)	**Q & A**	Questions & Answers Questions: 3 Unanswered: 1
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **South Ogden City** No Location Specified **Qty** 30 **Expected Expenditure** $30,000.00		
View Rules	Click here to change the rules for this bid.		

Description

Bid Number	1608-001
Title	Crack Sealing
Quantity	30 each
Contract Duration	One Time Purchase
Prices Good for	120 days
Budgeted Amount	$30,000.00 (change)
Estimated Amount	$30,000.00
Regional	Bidders are requested to be within 300 miles from zip code 84405
Estimated Amount	$30,000.00 (This price is estimated - not guaranteed)
Bid Comments	When installing product, proper techniques shall be used for the preparation of the cracks and joints prior to sealing or filling. Product that is being used must meet or exceed Crafco Polyflex type 2 material. The prices shall be for **each individual road** that is marked on the map that is given. All cracks 1/4" and greater must be filled with sealant. Edges will be cleaned and installed with product when needed.
Description	**Prices are per road**

Documents

Select All | Select None | Download Selected

1. Crackseal Fall 2016.xlsx [download]
2. FALL 2016 CRACK SEAL MAP.pdf [download]

= Included in Bid Packet = Excluded from Bid Packet

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

Bid #1608-001 - Fall Crack Sealing 2016

Creation Date **Aug 10, 2016**
Start Date **Aug 17, 2016 9:45:40 AM MDT**
End Date **Sep 8, 2016 2:00:00 PM MDT**
Awarded Date **Not Yet Awarded**

1608-001--01-01 Crack Sealing

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Ckc [Ad]	First Offer - $1,309.2333	30 / each	$39,276.999		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Terracare Associates	First Offer - $1,925.291	30 / each	$57,758.73		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Superior Asphalt, LC [Ad]	First Offer - $2,633.3333	30 / each	$78,999.999		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Please see attached street pricing list.			
M&M Asphalt Services, inc. [Ad]	First Offer - $2,684.8617	30 / each	$80,545.851		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Andersen Asphalt [Ad]	First Offer - $2,778.8017	30 / each	$83,364.051		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Advanced Paving and Construction [Ad]	First Offer - $2,946.16	30 / each	$88,384.80		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Includes perimeter crack seal on all roads			
Bonneville Asphalt Repair [Ad]	First Offer - $6,975.00	30 / each	$209,250.00		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** NOTE This is a LUMP SUM BID it would be impossible for us to give you a bid per road since each road varies in size and has different needs.			

Supplier Totals

Ckc [Ad] **$39,276.999**

Bid Contact **Justin Robb**
ckcbids@gmail.com
Ph 435-724-8480

Address **Po box 510013**
Mt home, UT 84051

Agency Notes:

Supplier Notes:

Terracare Associates **$57,758.73**

Bid Contact **Loran Gillen**
lgillen@myterracare.com

Address **2355 S Decker Lake Blvd**
West Valley City, UT 84119

Ph 385-222-0730
Fax 801-542-0136

Agency Notes: **Supplier Notes:**

Superior Asphalt, LC [Ad] **$78,999.999**

Bid Contact **Rick Phelps**
rick.phelps@me.com
Ph 801-250-7500
Fax 801-252-7186

Address **PO Box 450**
Magna, UT 84044

Agency Notes: **Supplier Notes:**

M&M Asphalt Services, inc. [Ad] **$80,545.851**

Bid Contact **Jason Campbell**
jasoncampbell@digis.net
Ph 801-280-9400

Address **5464 West Leo Park Rd**
West Jordan, UT 84088

Agency Notes: **Supplier Notes:**

Andersen Asphalt [Ad] **$83,364.051**

Bid Contact **Derek Andersen**
derek@andersenam.com
Ph 801-332-9612

Address **5863 Willow Wood Lane**
South Ogden, UT 84403

Bid Notes **Price includes cleaning and crack sealing all gutters.**

Agency Notes:

Supplier Notes:
Price includes cleaning and crack sealing all gutters.

Advanced Paving and Construction [Ad] **$88,384.80**

Bid Contact **Bart van der Stappen**
justin@advancedpaving.net
Ph 801-731-7882

Address **1723 West 1350 South**
Ogden, UT 84401

Agency Notes: **Supplier Notes:**

Bonneville Asphalt Repair [Ad] **$209,250.00**

Bid Contact **Shaun Heaton**
bonnevilleasphalt@gmail.com
Ph 801-225-3544
Fax 801-225-2205

Address **PO Box 186**
Orem, UT 84059

Bid Notes **NOTE This is a LUMP SUM BID it would be impossible for us to give you a bid per road since each road varies in size and has different needs.**

Agency Notes:

Supplier Notes:
NOTE This is a LUMP SUM BID it would be impossible for us to give you a bid per road since each road varies in size and has different needs.

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Print Close

C.K.C

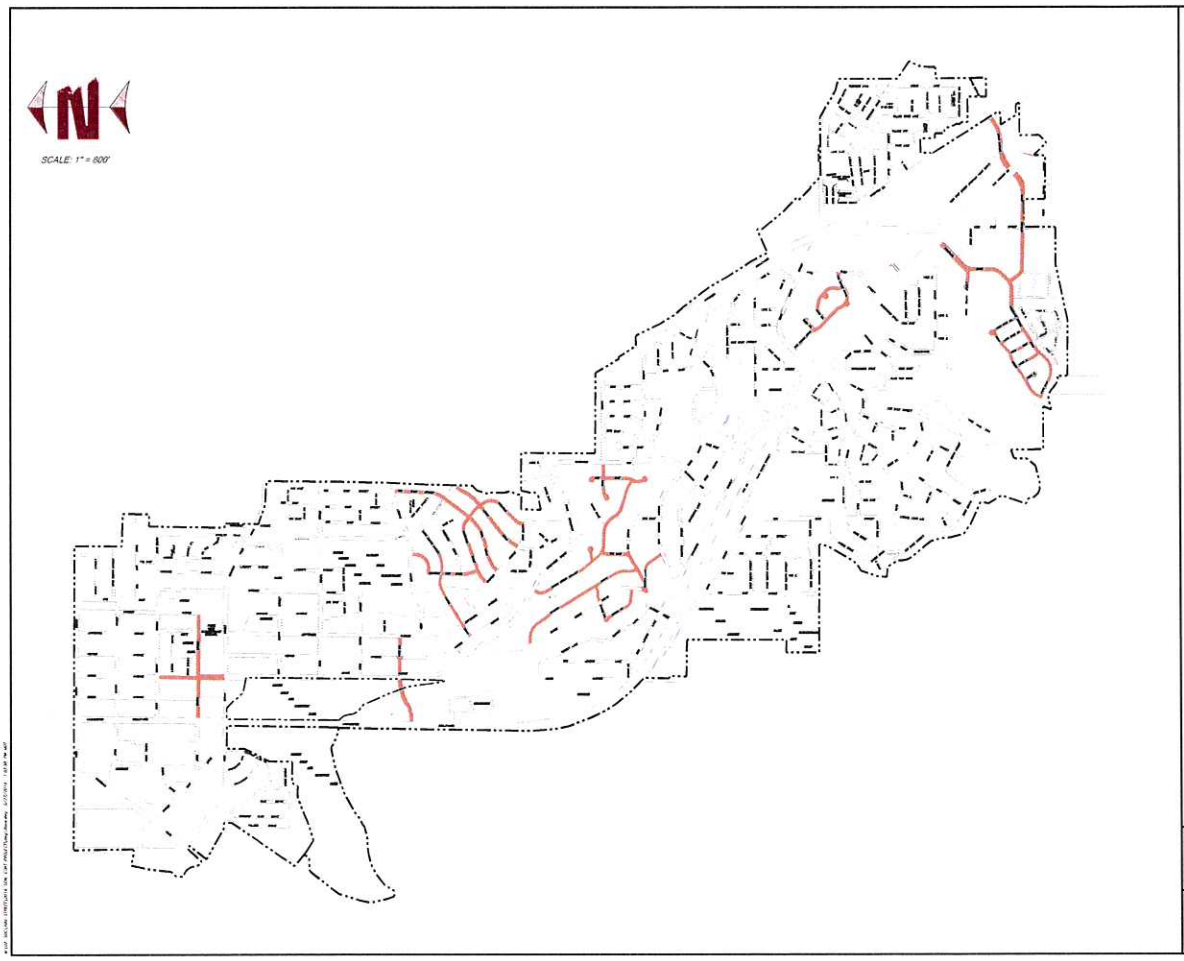
ROADS:	Quanity:	Price per Road:
Fox Chase Dr. (5600 S.-1475 E.)	46	1,387
5630 S. (Fox Chase Dr.- End)	16	676
5640 S. (Fox Chase Dr.- Fox Chase Dr.)	16	676
Ridgeline Dr.(Highway 89- 1350 E.)/6000 S. cul-d-sac	53	1,790
6100 S.(1350 E.-1150 E.)	46	1,527
6000 S.(1350 E.-1150 E.)	39	1,294
1350 E.(6000 S.-6100 S.)	16	676
1325 E.(6000 S.-6100 S.)	16	676
1275 E.(6000 S.-6100 S.)	16	676
1250 E.(6000 S.-6100 S.)	16	676
1200 E.(6000 S.-End.)	7	394
Skyline Dr.(Ridgeline Dr.-Wasatch Blvd.)	76	4,562
Burch Creek Hollow (Edgewood Dr. to 950 E.)	76	3,685
5000 S. (Burch Creek Hollow-End)	7	478
Panarama Dr.(Madsion Ave.-Madison Ave.)	60	2,582
Vista Dr.(44th-Madison Ave)	67	2,885
Nancy Dr.(Monroe Blvd.-Madison Ave)	39	1,248
Country View Dr.(45th-Panrama Dr.)	39	1,248
44th St.(Washington Blvd.- Jefferson dr.)	39	1,248
Adams Ave(38th-40th)	30	862
39th St(Washington Blvd-Orchard Ave)	46	1558
785 E. (Oak Dr.-Burch Creek Hollow)	16	577
Oak Dr.(Burch Creek-785 E.)	16	577
Sunset Ln(Oak Dr.-Ben Lomond Ave)	16	577
Kiwana Dr(Oak Dr-Burch Creek Dr)	60	2,076
Doren Dr.(Kiwana Dr-Burch Creek Dr)	16	577
Doren Dr.(Burch Creek Dr-Burch Creek Dr)	16	577
Lavina Dr(Monroe Dr-Porter Dr.)	60	2,076
5000 S.(Glassman Way-End)	16	577
950 E.(5000 S.-End)X2	23	859
	Total: 18 ton	Total: $39,277

Superior Asphalt

Sheet1 Sheet2 Sheet3

ROADS:	Quanity:	Price per Road:
Fox Chase Dr. (5600 S.-1475 E.)		$3,500
5630 S. (Fox Chase Dr.- End)		500
5640 S. (Fox Chase Dr.- Fox Chase Dr.)		2,250
Ridgeline Dr.(Highway 89- 1350 E.)/6000 S. cul-d-sac		6,250
6100 S.(1350 E.-1150 E.)		2,350
6000 S.(1350 E.-1150 E.)		2,000
1350 E.(6000 S.-6100 S.)		1,250
1325 E.(6000 S.-6100 S.)		800
1275 E.(6000 S.-6100 S.)		550
1250 E.(6000 S.-6100 S.)		550
1200 E.(6000 S.-End.)		500
Skyline Dr.(Ridgeline Dr.-Wasatch Blvd.)		5,800
Burch Creek Hollow (Edgewood Dr. to 950 E.)		4,550
5000 S. (Burch Creek Hollow-End)		500
Panarama Dr.(Madsion Ave.-Madison Ave.)		3,500
Vista Dr.(44th-Madison Ave)		5,650
Nancy Dr.(Monroe Blvd.-Madison Ave)		2,550
Country View Dr.(45th-Panrama Dr.)		2,950
44th St.(Washington Blvd.- Jefferson dr.)		2,000
Adams Ave(38th-40th)		2,800
39th St(Washington Blvd-Orchard Ave)		4,850
785 E. (Oak Dr.-Burch Creek Hollow)		1,100
Oak Dr.(Burch Creek-785 E.)		1,700
Sunset Ln(Oak Dr.-Ben Lomond Ave)		1,500
Kiwana Dr(Oak Dr-Burch Creek Dr)		5,850
Doren Dr.(Kiwana Dr-Burch Creek Dr)		3,600
Doren Dr.(Burch Creek Dr-Burch Creek Dr)		1,750
Lavina Dr(Monroe Dr-Porter Dr.)		4,350
5000 S.(Glassman Way-End)		1,750
950 E.(5000 S.-End)X2		1,750
	Total:	**Total:**

TOTAL: $ 79,000 —



SOUTH OGDEN CITY CORPORATION

2016 CRACK SEAL PROJECT

LEGEND

SOUTH OGDEN CITY BOUNDARY

AREAS TO BE CRACK SEALED

DESIGNED B.C.J. DATE AUG. 15, 2016

DRAWN L.C.W. SCALE 1" = 600'

CHECKED B.C.J.

SHEET 1 OF 1 SHEETS

WASATCH CIVIL
Consulting Engineering
5438 SOUTH FREEWAY PARK DRIVE
RIVERDALE, UTAH 84405 (801) 775-9191

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **CKC.** (Hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

DESCRIPTION OF WORK: The work consists of furnishing all material, blowing out all cracks that is ¼" or greater and installing Poly Flex Crack Seal material.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2016 SPRING CRACK SEALING PROJECT

ARTICLE 3- CONTRACT TIMES

3.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Completion and Final Payment*: The Work will be completed within **45** working days following Notice to Proceed.

3.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty); CONTRACTOR shall pay OWNER $200.00 for each day that expires after the time specified in paragraph 3.02 for Completion until the Work is accepted.

ARTICLE 4- CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

.	Item	Quantity	Unit	Unit Price	Amount
1	Remove debris out of cracks and install New Poly flex crack seal material		L.F.	$1309.23	$39,276.999

TOTAL OF ALL UNIT PRICES Nineteen Thousand One Hundred and Seventy-Nine Dollars and Sixty Cents. ($ 19,179.60).

ARTICLE 5- PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment to OWNER no more than one time per each month.

5.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in paragraphs 5.02(1)(A) and 5.02(1)(B). All such payments will be measured by the schedule of values indicated:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may determine or OWNER may withhold, in accordance with the following:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by the OWNER, and if the character and progress of the Work have been satisfactory, OWNER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed.

5.03 *Final Payment:* Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price.

ARTICLE 6- INTEREST

6.01 All moneys not paid when due shall bear interest at the rate of **1%** per annum.

ARTICLE 7- CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at, or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8- CONTRACT DOCUMENTS

8.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;

2. Performance Bond;

3. Payment Bond;

4. Addendum;

5. Exhibits these Agreements;

1. Notice to Proceed;
2. CONTRACTOR's Bid;
3. Documentation submitted by CONTRACTOR prior to Notice of Award;

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

B. The documents listed in paragraph 8.01 A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented by OWNER through work change orders or quantity modifications.

ARTICLE 9- MISCELLANEOUS

9.02 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____(which is the Effective Date of the Agreement).

OWNER:	**CONTRACTOR:**
SOUTH OGDEN CITY CORPORATION	CKC
By:_____	By:_____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest_____	Attest_____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:	
Name:_____	Name:_____
Title:_____	Title:_____
Address:_____	Address:_____
Phone:_____	Phone:_____

City Council Staff Report

Subject: Police Officer Salaries
Author: Chief Darin Parke
Department: Police
Date: 9/19/16

Recommendation

I recommend the council approve funding for police officer compensation adjustments. In light of developments since $25,000.00 was approved for officer bonuses, I recommend the council reconsider, and allow the money to be put toward $116,455 identified as necessary for adjustments for an entire fiscal year. Doing so reduces the need to $63,000 for the remainder of the current fiscal year.

Background

On September 9, 2016 I presented information to the council about difficulty in recruiting and retention of police officers. At that time two officers were to leave within days, and a third soon after. I noted the need to bring our officer pay up to competitive levels would be approximately $100,000.00 per year.

During discussion the council identified a two part need: 1) short term action and 2) a long term plan. The council also requested more definitive numbers.

In the short term the council decided $25,000.00 should be used to award a bonus to officers for two reasons- First, to try and retain officers leaving until a course of action is agreed upon. And second, as a show of good faith to officers considering leaving that the council is intent to address the issue. The council also directed a portion of the $25,000.00 be used as a signing bonus for new hires.

After speaking with two of the officers who resigned we had the following outcomes.

One officer was told what he would be getting under my proposal. He was encouraged by the adjustment, and wanted a set date, in writing, that it would occur. He was offered an immediate adjustment of over half the total proposed adjustment at this time, but was set on getting the full amount committed to in writing. I do not have the funds to make that commitment, and doing so would have created internal equity issues with other officers. He was not willing to risk his commitment from SLC on the chance the proposed changes may not occur. He has resigned from the department.

One officer maintained his motive for leaving was the insurance offered by the other jurisdiction. In the end he too maintained his stance, and resignation.

Both have turned in department equipment.

On 9/13/2016 a third officer resigned, and is going to another department. I had told him what my proposed salary adjustment for him would be. He considered it, but is not persuaded to stay.

Analysis

Unfortunately, the first intent with the $25,000.00- retaining officers who are leaving- has not been realized. I am concerned the second intent will be ineffective. I spoke with Mr. Dixon and suggested the $25,000.00 be used toward recommended salary adjustments.

I have worked with City Manager Dixon, and Finance Director Steve Liebersbach to confirm the amount of money needed for my recommendation. $116,455 is needed for an entire year, of that $88,000 is needed if the adjustments were made effective the first pay period of October, 2016. By applying the $25,000.00 to that figure it is reduced to $63,000. Any savings realized in replacing officers would further reduce the amount.

I have reviewed each law enforcement officer position in the department below Lieutenant with Mr. Dixon in relation to tenure, performance, and the salary guidelines. The $63,000 will have the following changes within the department.

	Current Average	Proposed Average	Leaving for
Sergeant	30.22	34.38	
Master Officer	27.73	30.25	Insurance/ 33.00
Police 3	26.97	29.00	Ins., 33.00, 32.00, 31.00
Police 2	21.73	22.03	Insurance
Police 1	18.85	19.47	

In speaking with Mr. Dixon, we felt two other comparisons would be useful. First, an evaluation of the large police departments on the Wasatch Front, and second, all police departments in Utah County, Salt Lake County, Davis County, and Weber County. Large departments used are: Salt Lake City, Unified, Provo, Sandy, West Valley, and South Jordan. Mr. Gailey provided the information. Their average middle and average high pay for the positions in relation to the proposed adjustment, and SOC Survey Average follow.

	SOC	Large	Wasatch Front	SOC Survey Avg.
Sergeant	34.38	34.93-36.21	32.11-34.16	33.14
Master	30.25	32.12-33.85	29.79-31.98	30.75
P 3	29.00	29.31-31.49	27.46-29.79	28.36
P2	22.03	22.90-25.12	22.83-24.23	22.57
P1	19.47	20.71-23.54	20.02-22.11	19.74

During the Sept. 9th meeting questions were asked about the positions of Chief and Lieutenant. No adjustment is included for those positions. The comparisons are:

	SOC	Large	Wasatch Front	SOC Salary Avg.
Chief	46.94	67.00	54.29	48.24
Lieutenant	36.63	41-43	37.85-39.38	38.23

One point brought up in the September 9th council meeting was long term budget impacts. It was suggested that a review of department funding be done. It is important to note there are numerous competing demands from various departments for funding as the needs of the city are addressed.

In fiscal year 2013 the police and fire were combined in the budget and totaled $4,783,358. The departments were separated in fiscal year 2014, and the budgets were $2,957,820 for police and $1,245,542 for fire, a reduction of $579,996. In subsequent years the police department budget has been: 2015 $3,050,731; 2016 $3,318,038; 2017 $3,271,049.

Tonight is focused on short term action, but I have some comments on the long term. There have been several options and ideas mentioned. I suggest the first step be getting in an improved position regarding salary, and maintaining vigilance to stay in that position.

I offer for consideration overtime payment at 80 hours instead of 86, and a differential for weekend and night shifts. We contacted nine agencies and asked how they handled these two topics. Only two did not have one or both adopted.

City	**Differential Info**	**OT Info**
Layton	No	OT paid after 86 hours
Provo	No	Paid OT after 40 hrs each week
Salt lake City	Yes, afternoons pay at 2.5%, graves & holidays 5%	OT paid after 80 hours
Sandy	No	OT paid after 86 hours
South Salt Lake	No	OT paid after 80 hours
St. George	Yes, $1.00 an hour	OT paid after 86 hours
Unified	No	OT paid after 80 hours
Vernal	Yes, 2% for graveyard shift and holidays	OT paid after 172 hours in a 28 day period
West Valley	No	OT paid after 80 hours

Recently the notion of "going with the county" has resurfaced. This is a confusing idea, since the county is in a worse off position than us. The Sheriff *is* working hard to correct the situation for his department. We and other departments recruit their deputies, who are not paid very well, to work for us. Yet the county commission's "solution" is to join with them. The commission is not funding the Sheriff's Office sufficiently to retain deputies, or charging contract cities enough to do so. It seems they are deflecting from their core problems. Perhaps more information will help me understand why an incorporated city should pay more for county programs such as streets, water, sewer, recreation, parks, and law enforcement for unincorporated areas, or the contracts they have entered into.

Budget Impacts

$63,000 in the current budget, $116,455 thereafter.

Attachments

None.

	1.0%	1.5%	2.0%	2.5%	3.0%
General Fund					
Participation level	100%	100%	100%	100%	100%
Potential liability	$ 33,333.70	$ 50,000.55	$ 66,667.40	$ 83,334.25	$ 100,001.10
Participation level	80%	80%	80%	80%	80%
Potential liability	$ 26,666.96	$ 40,000.44	$ 53,333.92	$ 66,667.40	$ 80,000.88
Water Fund					
Participation level	100%	100%	100%	100%	100%
Potential liability	$ 2,633.75	$ 3,950.62	$ 5,267.50	$ 6,584.37	$ 7,901.24
Participation level	80%	80%	80%	80%	80%
Potential liability	$ 2,107.00	$ 3,160.50	$ 4,214.00	$ 5,267.50	$ 6,321.00
Sewer Fund					
Participation level	100%	100%	100%	100%	100%
Potential liability	$ 1,783.65	$ 2,675.48	$ 3,567.30	$ 4,459.13	$ 5,350.96
Participation level	80%	80%	80%	80%	80%
Potential liability	$ 1,426.92	$ 2,140.38	$ 2,853.84	$ 3,567.30	$ 4,280.76
Storm Drain Fund					
Participation level	100%	100%	100%	100%	100%
Potential liability	$ 1,436.50	$ 2,154.75	$ 2,873.00	$ 3,591.25	$ 4,309.50
Participation level	80%	80%	80%	80%	80%
Potential liability	$ 1,149.20	$ 1,723.80	$ 2,298.40	$ 2,873.00	$ 3,447.60
Ambulance Fund					
Participation level	100%	100%	100%	100%	100%
Potential liability	$ 1,740.74	$ 2,611.11	$ 3,481.47	$ 4,351.84	$ 5,222.21
Participation level	80%	80%	80%	80%	80%
Potential liability	$ 1,392.59	$ 2,088.88	$ 2,785.18	$ 3,481.47	$ 4,177.77

City Council Staff Report

Subject: Youth Court
Author: Chief Darin Parke
Department: Police
Date: September 19, 2016

Recommendation

I recommend the council evaluate the youth court program's viability and combine it with Roy City's.

Background

Youth court is a program intended to divert minor offenses from the traditional juvenile justice system. It brings juvenile offenders to a court of their peers to determine what corrective action is appropriate. By handling minor offenses at this level the resources of juvenile court are able to focus on more serious situations, and the youth participant is given an opportunity to make amends without formal involvement in the criminal justice system.

South Ogden has had a youth court program for several years. The numbers of cases handled by youth court have dropped in recent years.

Youth court participants are sent to a training conference each year. This year the conference was held from July 18 – 21. In late July I asked about the outcome of the conference, learned it was disappointing, and that the number of cases in our court had declined. I requested a program review be conducted with recommendations, and options.

On August 2, 2016 I was given an evaluation of the program. After reading it I requested additional follow-up. I received that information on August 26, 2016.

Analysis

What follows is the evaluation conducted by Officer Bailey on the South Ogden Youth Court.

Youth Court Program Evaluation 2016

Chief Parke,

Evaluations are a way to determine how we can better ourselves, our departments, and our programs. After attending the Utah Youth Court Association (UYCA) conference this year, I determined that an evaluation of our Youth Court was necessary.

The Youth Court Conference this year was in my opinion, a waste of time and resources. I was so excited to attend to be able to evaluate our program against the others in the state and find what I could do to improve South Ogden City's Youth Court program. Although I learned some things that we should address, the large majority of the time was used not learning about Youth Court, but was used as a platform for gay rights, gender and ethnical equality, suicide, bullying, and other like topics. Although these are all important topics that should be addressed within our communities, the gathering of junior high school aged children going with the intention of learning how to be a member of a youth court wasn't the appropriate forum for those issues to be discussed. There was no advanced warning or disclaimers as to the content of the conference, what it would be, or what the schedule was until we arrived at the conference. Several of my Youth Court members were uncomfortable with the content, which started day 2 of the conference. I had several youth court participants leave early, and others that refused to attend classes because of the content. I did not make them attend these classes due to the content, and the fact that I wasn't about to deal with irate parents after the fact.

Thankfully, the conference was capped off by a wonderful talk by Judge Heward. I wish it all would have been as good as her talk.

The things I learned that need to be considered:

- The vast majority of all Youth Courts in the State are run by the City, Courts, or a combination of the City and School, but **are not** run or managed by the Police Department. The Police Department refers cases to the Youth Court, but has no further involvement than that. The reasoning is the same as citations, or criminal cases. The Police department is not meant to prosecute their own cases in house. It looks bad, and frankly is not how our judicial system is set up. I found that we are only one of a couple in the whole state that are still run by the Police Department. Every other program in the state is run by the city courts, city administration (like Youth City Council), or by a combination of city and school government classes. In some cases, the police department provides a liaison to the Youth Court to facilitate communication in regards to the outcome of the cases, and assist in training, but the officer has no further involvement in the operation of the Youth Court.

- The operation, or process of our Youth Court is in line with others in the state. Our dispositions (punishments) are consistent with all other courts in the state, and our Youth Court process is in accordance with all the other courts in the state.

- In the majority of courts statewide, Cases in which the offender is determined to be non-compliant, or refuses to complete a disposition; these cases are closed non-compliant, and they are no longer eligible to attend Youth Court. They do not refer the case to juvenile court, as

they have found that in the large majority of the cases, Juvenile refuses to prosecute the cases due to the minor nature of the cases.

- Our case load is dramatically less than any other court in the state.

Evaluation of South Ogden Youth Court Cases 2016

- South Ogden Youth Court only handled a total of 7 Cases this year. 6 of the cases were South Ogden generated cases. 1 case was referred to our court from Weber County Sheriff's Dept.

- Youth Court was only held 4 times in 2015/16 due to lack of cases. Typically we hold 9 court hearings per year. 5 were cancelled because we had no cases to hear. Details of those hearings are as follows:
    1. 09/29/15----4 cases heard
    2. 10/20/15----1 case heard
    3. 01/19/16----1 case heard
    4. 05/17/16----1 case heard

- Offenses for the 7 cases were as follows:
    - 3 cases were for shooting BB guns in city limits
    - 2 cases were for theft
    - 1 case was for assault
    - 1 case (WCSO) was for possession of tobacco

- Fees collected this year for Youth Court are as follows:
    - 4 paid the administrative fee of $30.00
    - 3 filled out and were granted waivers.
    - South Ogden City brought in a total of $120.00 this year from Youth Court

- Dispositions were as follows:
    - Case 1- Read the book "7 Habits of Highly Effective Teens", write down the 7 habits, and explain in writing how offender can apply them in his life
    - Case 2-Read part 2 of the book " 7 Habits of Highly Effective Teens" and write a 1000 word essay on how he can apply what he learned in his life
    - Case 3-Read two chapters of the book " 7 Habits of Highly Effective Teens" and write a paper summarizing how he can apply it to his life.
    - Case 4-8 hours community Service
    - Case 5-5 hours community Service, Apology Letter to victim, 500 word essay on the consequences of her actions
    - Case 6-20 hours community service, Apology letter to victim
    - Case 7-Attend Ending Nicotine Dependence Classes at WMHD, 1250 Word essay on the dangers of E-cigarettes, and 3 hours Community Service

- All Dispositions were completed, and no cases were referred to Juvenile Court or closed non-compliant.

Total Cost of the Youth Court Program 2016

-Youth Court Shirts $470.00 (paid for by South Ogden Junior High School)

-Winter UYCA Training Det. Bailey, Becky Roma 8 hours

Roma's Cost=111.20

Bailey's Cost=481.92

-Youth Court; 4 hours each; 16 hours,

Det. Bailey= $963.84

-UYCA Youth Court Conference; $75.00 per attendee, X 13; (4 no shows)

Registration Fees Total=$975.00

(2 Chaperones required). Det. Bailey 54 hours; Becky Roma 30 hours.

Roma's cost=$417.00

Bailey's Cost=$3252.96

<u>Total Cost of Youth Court for 2016= $6671.92</u>

<u>Cost per case (7) was $953.13</u>

<u>Formulas Used</u>

Becky Roma $13.90 per hour (part time)

Det. Bailey $27.32 per hour (full time) (OT Rate of pay $40.98)

OT Rate of Pay + 47% = pay/ benefits paid by South Ogden City (per Steve Leibersbach)

40.98+19.26=$60.24 per hour

Youth Court Recommendations

Although Youth Court is a great alternative to juvenile court in some circumstances, each case is currently costing the city $953.13. With only 7 cases this last year, it is very difficult to justify this program. My recommendations are as follows:

If we continue the Youth Court Program:

-Youth Court needs to be run and managed by the South Ogden Courts, South Ogden City, or South Ogden City in correlation with BHS and SOJH school government classes in order to avoid conflict of interest.

-I would be happy to be a Police Department Liason to facilitate communication between the Youth Court and the Police Department, but it should be run by a department other than the Police Department to truly be in line with our justice system.

-or-

-Combine with another youth court (Roy, Ogden, WCSO) to increase case load and streamline cost

-If we continue the program and continue to run the Youth Court Program, I would recommend that we strongly consider foregoing the Youth Court Conference, unless improvements are made by the UYCA to better communicate the contents of the conference beforehand.

If we discontinue the Youth Court Program

-Suspend the Youth Court program at this time and re-evaluate at a later date; Refer the few cases that we do get to other local Youth Courts (Roy has offered to do so).

If you have any further questions in regards to Youth Court, or this evaluation, please feel free to contact me.

Best Regards,

Det. Ryan Bailey
(End of Evaluation)

After considering the evaluation and discussing it with him, I directed Officer Bailey to follow-up on the possibility of combining our youth court with Roy's. He has confirmed with them that they are willing to take our cases, and will allow our court members to participate if they choose to. Subjects who are referred to the court will pay the fees to Roy.

The council has discussed the concept of Economy of Scale on several occasions. I consider this to be an occasion for its implementation.

Significant Impacts

The Youth Court is Budgeted $1,300.00 per year, which covers the cost of the training conference. This does not include the salary of the Officer, the cost of chaperones required for the annual conference 24 hours a day, or other expenses for the court. Total expense is estimated around $7,000. 00.

Attachments

None.

City Council Staff Report

Subject: Bees, Pigs, and Chickens
Author: Leesa Kapetanov
Department: Administration
Date: September 20, 2016

Background

Bees

June 12, 2014 – Planning Commission discusses Bee Keeping and whether they would like to move forward with creating an ordinance regulating it. The consensus was to move forward.

September 11, 2014 – Planning Commission holds public hearing on whether to allow beekeeping in the city. No one came forward to comment. Planner Vlasic had used North Ogden's bee-keeping ordinance as a template to create an ordinance for South Ogden. The Commissioners discussed the ordinance and asked staff to look into certain points of the ordinance and return with more information.

Several things happened at this point: 1) The City Council requested that the Planning Commission look at and revise several parts of the Zoning Ordinance, including Residential Facilities for Disabled Persons, Conditional Uses, Subdivisions, PRUD's, etc. ; 2) The Planning Commission also began work on the Form Based Code, and; 3) staff was made aware of a bill that was planned to be introduced at the upcoming legislative session that would prohibit local government from limiting or prohibiting bee keeping.

Because of the higher priority of the other tasks, and the possibility that cities would not be allowed to regulate bee keeping, creating an ordinance was moved down on the priority list of things for the planning commission to consider.

2015 Legislative Session – HB 224 which would have prohibited regulation of bees by a political subdivision failed, but ULCT's Cameron Diehl and Jodi Hoffman expected the bill sponsor to bring back the concept in 2016 (see attached).

2016 Legislative Session – HB115S1, which would have eliminated state regulation (and therefore city) of certain bee keeping practices, failed. ULCT urges cities to use a proactive approach by allowing and regulating bee keeping rather than prohibiting it.

Pigs

May 19, 2015 – A resident comes forward during public comment time saying he owned a domesticated pig that he was told he could not have in the City. City Manager Dixon said staff could hold off on enforcement until the Council decided if they wanted to make any changes to the ordinance.

Chickens

May 2011 – In response to a request from a resident, the Council had a policy discussion on whether to allow chickens in the City (see attached minutes). The Council voted unanimously not to allow chickens.

October 2015 - the City received an application to amend the ordinance to allow chickens in the City from a resident who had been keeping chickens and then was told she couldn't. The Planning Commission held a public hearing on October 8, 2015, wherein the majority of people spoke in favor of allowing chickens, while others spoke against allowing them. A motion was made to allow chickens but regulate and limit the numbers; however, the vote was 3 in favor and 1 against, so the motion did not pass. Another motion was made to table the matter for one month, which passed.

In November of 2015, the Planning Commission again considered whether to forward a recommendation on to the City Council to allow chickens in the City. After much discussion, the vote to forward was again called, which ended in a tie. Chair Heslop then voted in favor to forward and broke the tie.

On December 1, 2015, the City Council had a discussion on whether to allow chickens in the City (see attached minutes). During the discussion, it was brought up that the Council had recently been approached to allow bees, chickens, and pigs and they should probably consider them all at once and make a decision. Direction to staff was to prepare a future work session on bees, chickens, and pigs.

My apologies to Council Member Strate; I used the word table, implying a vote was taken. The Council just put off making a decision and requested a work session for bees, chickens, and pigs.

HB 224 | Beekeeping Amendments

Interim

Sponsor: **Roberts, Marc**

Bill Status: **Failed**

http://le.utah.gov/~2015/bills/static/HB0224.html

ULCT Position: **Amend**

Legislative Purpose for the Bill:
This bill amends bee raising registration requirements and prohibits the regulation of bee raising by a political subdivision.

Municipal Impact/Requirements:
No municipal impact. This bill did not pass.

ULCT Action/Future Trend:
ULCT's Cameron Diehl and Jodi Hoffman met with the bill sponsor to discuss the bill. We anticipate the bill sponsor bringing back the concept in 2016. In the meantime, please review any ordinances that your city and town has about the raising of bees.

HB 115S1 | Beekeeping Modifications

Feb 17, Mar 2, LPC Minutes Feb 29

Sponsor: **Roberts, Marc**

Bill Status: **Failed**

http://le.utah.gov/~2016/bills/static/HB0115.html

ULCT Position: **Opposed until amended**

Legislative Purpose for the Bill:
The bill would have eliminated state regulation of certain bee keeping practices. The bill would have prohibited local regulation of bee keeping on private property—regardless of its impacts.

Municipal Impact/what you need to do:
No municipal impact. The bill did not pass.

However, ULCT urges you to consider a proactive approach: many cities were characterized as prohibiting bee keeping, rather than regulating the practice as a land use (lot size, setbacks, fencing, limitations on numbers of hives (home occupation v. commercial enterprise), etc. Please review your code to see if it would allow a single bee colony in a traditional single-family zone, as a hobby or a home occupation, if proper placement, setbacks and fencing requirements were met.

ULCT Action/Future Trend:
The bill sponsor worked with ULCT staff to amend the bill to allow local land use regulation. The compromise balanced the importance of bees in Utah's economy with the need for site-specific application of land use laws. Exaggerated reports of overreaching land use codes prompted the sponsor to propose a bill to limit our local land use power. This was a recurring trend in the 2016 session.

Council Member Porter - Yes
Council Member Bradley - Yes
Council Member Orr - Yes

Resolution 11-21 passed.

D. Consideration of Request To Allow Chickens in South Ogden City

Council Member Orr questioned whether the city would be able to allow chickens in the city and still be fair to the neighbors of those with the chickens. She was nervous about the rodents chickens attracted and also if the city would be able to maintain enforcement of the ordinance if chickens were allowed. She also felt if the city allowed chickens, it would open the door to other small animals such as pigs, goats, rabbits, etc.
Council Member Bradley commented he was not against talking about the issue further or directing staff to study the issue further to see if they felt they wanted to change the zoning to allow chickens. He had not heard any arguments for or against allowing chickens in the city.
Council Member Benard felt he had not heard a good reason to change the ordinance. He had done a little research, and had found no compelling reason to allow chickens in predominantly residential neighborhoods. He felt although the council had heard from one or two citizens who wanted chickens in the city, the majority of the citizens would be opposed to the idea and would not want the city to waste taxpayer money for the time and effort to study the matter further. He said the city already had enough code enforcement issues in the upkeep of properties and should focus its limited resources on those issues and not chickens.
Council Member Smith added that if the city does consider allowing chickens, all citizens should have the opportunity for input. He was also aware of other communities that allowed chickens, and knew there would be additional costs to the city for code enforcement; chickens would wander into neighboring yards and would attract more rats and raccoons. Council Member Smith stated he was not opposed to looking at the issue further, and would like some more information. He wanted to make sure all issues were addressed.
Council Member Porter commented he had viewed some information stating both advantages and disadvantages in allowing chickens. He also was concerned with code enforcement. Although he was now aware of some more advantages to having chickens, he was also aware of many disadvantages.
Mayor Minster, recognizing that he did not have a vote in the matter, still felt that the ordinance should be left as is—chickens should not be allowed.
Mayor Minster called for a motion.

Council Member Porter moved to leave the ordinance as is in regards to chickens. A second came from Council Member Smith. Council Members Bradley, Benard, Porter, Smith and Orr all voted aye. Motion carried.

E. Consideration of Request To Allow Gate At Hidden Creek Estates Subdivision

Mayor Minster explained the issue was not to allow the gate, but whether to change the vote the council had made in 2007 and then re-address the issue. If the council wanted to re-address the issue, the interested party would have to

because it tied in to the CDBG Program. In order to apply for CDBG funds, the project needed to be included in the capital facilities plan. He pointed out that the waterline project for South Junior High had been removed, and the waterline project for 37th Street had been added. The City would be able to use the 37th Street project funds as a match to apply for the waterline project under the CDBG grant program.
The mayor invited anyone who wished to comment on the Culinary Water Capital Facilities Plan to come forward. There were no comments.

2. **To Consider Potential Projects For Which Funding May Be Applied For Under the CDBG Small Cities Program for Program Year 2015**

The mayor then invited Mr. Andersen to explain about the CDBG Program. Mr. Andersen said staff had attended a workshop on how to apply for CDBG funds and felt the 37th Street waterline project would be most eligible to receive the grant. The program had changed in recent years; whereas cities were able to receive funds to do a complete street and infrastructure replacement, funds were now limited to $250,000. This only allowed a portion of the infrastructure or the street to be funded. In the past, the City had used CDBG funds to completely rebuild 850 East between 4200 South and Monroe, and 4300 South between 850 and 900 East. The Culinary Water Capital Facilities Plan listed all the projects the City needed, however not all of them benefited low and moderate-income persons, which was a requirement to be eligible for CDBG Grants. The water line on 37th Street needed to go from a 6" diameter to an 8" diameter to meet fire requirements and was in an area of the City that would benefit low to moderate-income persons. The purpose of the public hearing was to let the public know the City would be seeking CDBG funds and allow them to comment about projects for which they felt the City should seek the money.
Mayor Minster asked if there were any comments from the public. No one came forward.

The mayor called for a motion to adjourn the public hearing.

Council Member Smith moved to leave the public hearing and reconvene as the South Ogden City Council, followed by a second from Council Member Strate. All present voted aye.

VI. RECESS INTO COMMUNITY DEVELOPMENT RENEWAL AGENCY BOARD MEETING

Mayor Minster indicated it was time to enter into a CDRA Board meeting and called for a motion to do so.

Council Member Porter moved to leave City Council meeting and convene into a Community Development Renewal Agency Board meeting. The motion was seconded by Council Member Orr. All present voted aye.

See separate minutes.

Motion from CDRA Board Meeting to reconvene as South Ogden City Council:
Board Member Porter moved to adjourn as the CDRA Board and reconvene as the South Ogden City Council, followed by a second from Board Member Smith. The voice vote was unanimous in favor of the motion.

VII. DISCUSSION / ACTION ITEMS

A. **Discussion on Whether to Allow Chickens in South Ogden City**

City Manager Dixon reminded the Council they had last discussed this matter in 2011, when they had determined not to change the city code to allow chickens. The discussion was

now on the agenda in response to a resident's application for an amendment to the city code to allow chickens. City Planner Mark Vlasic had prepared a thorough report for the Council. The Planning Commission had reviewed the matter as well and in a 3-2 vote had recommended that chickens be allowed with certain restrictions. Staff, in considering the impacts on personnel and resources in licensing and enforcing chickens in the City, recommended that no change be made to the ordinance. Staff was looking for further direction from the Council as to how or if they should move forward on this issue.
Council Member Orr stated she had kept chickens herself at one time, and she knew they attracted raccoons, stray dogs and rodents. If the City were going to consider allowing chickens, she would like more input from residents. She would also like to make sure that chicken coops were kept as far away from houses as possible and perhaps restrict them based on lot size.
Council Member Smith said they had been approached about pigs, bees, and chickens in the City, and they needed to spend some time to look at the benefits and needs of allowing them and see if it made sense for the community. They needed to make a decision on all of them.
Council Member Strate said he had raised chickens as a boy, but he had lived on 1.4 acres and lived in the country. He did not think chickens were appropriate in the city and he was against allowing them in South Ogden.
Council Member Porter said chickens may be appropriate for larger lots, but the people who wanted to have chickens seemed to live on smaller lots. He was not sure if they would work on smaller lots. He was afraid if they allowed chickens, people would then ask for pigs and then goats. At this point he was not against chickens, but he was very hesitant.
The Council discussed the matter further, determining the impacts needed to be studied. Whatever was determined, the City needed to enforce the code.
City Manager Dixon asked the Council for direction. The Council asked staff to prepare a future work session on bees, chickens and pigs. Council Member Porter said he would like information on the impacts other cities had experienced by allowing chickens or bees in their city.

B. <u>Consideration of Ordinance 15-26 – Amending the Culinary Water Capital Facilities Plan and Impact Fee Analysis</u>

Parks and Public Works Director Jon Andersen spoke to this item. He said the Plan was being amended to add 37th Street so they could apply for CDBG funds and another project had been removed. The impact fees had actually been reduced because the project that had been dropped cost more than the one being added. The CDBG application was due in mid-January. He said a second CDBG public hearing would be required before they could apply. The Council asked several questions and Mr. Andersen explained how the funding process worked and the things that increased the City's chances of receiving the grant. He also explained that staff would be doing a door-to-door survey on 37th Street between Washington Boulevard and Orchard to determine resident's income, as the area had to qualify as a low to moderate income area. There was no more discussion. The mayor called for a motion.

Council Member Porter moved to adopt Ordinance 15-26, followed by a second from Council Member Smith. The mayor asked if there were further discussion. There was no discussion by the Council. The mayor called the vote:

Council Member Porter-	**Yes**
Council Member Smith-	**Yes**
Council Member Strate-	**Yes**
Council Member Orr-	**Yes**

Ordinance 15-26 was adopted.