



NOTICE AND AGENDA

SOUTH OGDEN CITY COUNCIL MEETING

Tuesday, October 4, 2016 – 6:00 p.m.

Notice is hereby given that the South Ogden City Council will hold their regular City Council Meeting, Tuesday, October 4, 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 Russell Porter

- 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 20, 2016 Council Minutes

V. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 16-33** – Approving the Purchase of Property from Weber School District

VI. DISCUSSION ITEMS

- A. Discussion on SoFi Awards Program
- B. Discussion on Fire Staffing

VII. REPORTS

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

VIII. COUNCIL COMMUNICATION/DIRECTION TO CITY MANAGER

IX. ADJOURN CITY COUNCIL MEETING AND CONVENE INTO COMBINED WORK SESSION WITH PLANNING COMMISSION

- A. Presentation by IBI/Discussion on Form Based Code for Remaining Commercial Areas of City
- B. Discussion on General Plan

X. ADJOURN WORK SESSION

Posted and emailed to the State of Utah Website [September 27, 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 27, 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

October 03, 2016

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: October 04, 2016 Council Meeting

DISCUSSION/ACTION ITEMS

- *Resolution 16-33 – Approving the Purchase of Property from Weber School District* – This resolution approves the purchase of Marlon Hills and the Club Heights properties. The city agrees to pay a \$2,000 earnest money deposit (\$1,000 per property) then then pay \$248,000 in cash at the closing. The balance (\$512,500) will be seller financed at 3% over ten years. The city agrees to annual payments of \$60,080.63 beginning July 1, 2017 with the final payment to be made July 1, 2026. If approved, staff will be preparing a budget amendment to enable the city to make the \$250,000 cash down payment in accordance with this agreement.

DISCUSSION ITEMS

- *SoFi Program Discussion* –Staff will be asking the council to review their desires and the objectives of the SoFi Program. These objectives will then be used by staff to draft program guidelines and practices to better insure that the program meets the council’s desired objectives. When the program was initially established I failed to formalize the program objectives and guidelines in a way that would help the staff who were asked to be responsible to implement and manage the program. The result, two years later, was that the program was asking for nominations for the community’s best smile, etc. The original intent was to establish a program that would recognize and allow the city to show appreciation for residents who make a concerted effort to either improve their property or those who have a long history of maintaining their properties in a way that helps keep South Ogden a beautiful place to live. The first year was extremely successful and the city was able to recognize many residents for their efforts. I believe with some simple program guidelines this program will be sustainable and will meet the objectives for which it was created.
- *Fire Personnel Discussion* - As the council has been aware of for several years, our fire department’s dependency on part-time fire fighters is extremely challenging and, at times, impacts

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the city's ability to provide quality fire and EMS services. A strong economy, low pay for fire fighters, and the ability for fire fighters to have better paying second, part-time jobs has continued to make it difficult for Chief West to fully staff every shift – without paying mandatory overtime for our full-time fire fighters who are required to work to cover shifts that are unfilled by our part-time fire fighters. Additionally, it is very difficult to keep part-time fire fighters because they move on to take either full-time positions or higher paying part-time positions with other cities. Chief West and I have been working on ideas that would enable us to create one new full-time position out of some of his overtime and part-time salary budgets that we'd like to present for your consideration and discussion.

WORK SESSION

- *Discussion on Form Based Code expansion project* – This will be a combined work session between the Planning Commission the City Council. Like the first Form Based Code Project, IBI will be presenting some ideas for the council to consider and provide feedback on related to the city's Form Based Code expansion project. Prior to this meeting, IBI will be meeting with a group of developers and gathering their input on the Form Based Code. The developers include: US Development, Knowlton General, Urban Land Group and Kier Construction. IBI will gather your input and then they will go to work on preparing a draft of the code for the Planning Commission and eventually the City Council to work on.
- *General Plan Amendments* – Time and energy permitting, city planner Vlastic will review the proposed General Plan amendments with the PC and CC. Please read his Staff Report for more information about this agenda item.



MINUTES OF THE SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, September 20, 2016 – 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

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, Finance Director Steve Liebersbach, and Recorder Leesa Kapetanov

CITIZENS PRESENT

Adrienne Brown, Terry Tillett, Austin Miller, Ilona Adams, Mike Adams, Jerry Cottrell, Walt Bausman, Wes Stewart, Dennis Greene, Joyce Hartman, Josh Quigley, Jackie Maxfield, Amber Payne

I. OPENING CEREMONY

A. Call To Order

Mayor Pro Tem Porter called the meeting to order at 6:00 pm and called for a motion to open.

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

Mayor Pro Tem Porter excused Mayor Minster who was not feeling well and would not be at the meeting.

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 Strate 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

Jackie Maxfield, 845 Holroyd – was speaking on behalf of pickle ball players. Pickle ball was the

46 fastest growing sport in the United States, but there was no place to play in South Ogden. She asked if
47 some courts could be built. She also said there was no place for them to play in the winter time and
48 wondered if they could utilize one of the schools. They had their own nets and could use tape to mark
49 the courts.

50 Ms. Maxfield answered several questions from the Council and concluded her remarks.

51 **Wes Stewart, 3625 Jefferson** – gave a handout to the council (see Attachment A). He pointed out at
52 the end of the biography of the person on the handout, it said he enjoyed raising chickens. He said
53 many people enjoyed the hobby of raising chickens, naming several people by name. Mr. Stewart said
54 chicken manure was good for gardens, and the chickens ate insects and table scraps. He also said there
55 was no evidence that having chickens decreased the value of one's property. The City could regulate
56 chickens and charge a one-time permit fee. If residents kept them clean and tidy, there would be no
57 need for enforcement.

58 **Alona Adams, 3751 Ogden** – wanted permission to have 4-5 chickens and a small hive of bees. She
59 did not want a rooster nor did she intend to produce any eggs, poultry, or honey to sell. She also said
60 the chicken manure was good for composting. The chickens took care of pests around the home and
61 many breeds were very sweet. Like any pet, chickens just needed to be taken care of.

62 Council Member Benard asked why there were always multiple chickens and not just one. Ms. Adams
63 said they did better in a group.

64 **Amber Payne, 3796 Porter** – Ms. Payne said she was in favor of allowing chickens. She suggested
65 having a trial period of allowing chickens to see how it went. There was a lot of misinformation about
66 chickens and people needed to be educated. She pointed out that someone at a previous meeting said
67 the silent majority was probably against chickens; however she felt they could not speak for the silent
68 majority since they weren't there. Something should be placed in the newsletter to say if you don't
69 show up, the City would assume they were against it.

70 **Dennis Green, 3640 Jefferson** - said he had had chickens in California and his family had loved them.
71 If you had chickens and there was an emergency, you would always have eggs. He was in favor of
72 only having 3-5 chickens. They were good for the neighborhood.

73 **Jessica, representing the Intermountain Farmer's Association of Ogden** – said her organization
74 was in support of having chickens in South Ogden. Having chickens promoted self-reliance, health,
75 and helped in emergency preparedness and food storage. Taking care of chickens taught children
76 responsibility and accountability. Chicken manure was good for gardens. Chickens also ate a lot of
77 bugs. IFA recommended having a minimum of 3 chickens because they were a flock animal. Egg
78 production was higher when they were in a group. The space needed for a healthy chicken was 4
79 square feet.

80 **Jessica Quigley, 4029 Porter** – Ms. Quigley stated she had degrees in both Animal Food Sciences and
81 Wildlife Biology. She agreed with all that had been said that evening. Chickens were good for weed
82 control, insect control, and vermin control. They did not attract vermin; the vermin were attracted to
83 food left out for pets. Chickens did better in flocks. They did need 4 square feet per bird if they were
84 in a coop all the time. If they were allowed to roam most of the time, they just needed 1 square foot per
85 chicken per coop. Chickens could be prevented from flying over fences to neighbor's yards if their

86 wings were clipped. Ms. Quigley said she had a daughter with food allergies, and being able to raise
87 her own chickens allowed her to have more control over what her daughter ate.

88 **Mike Adams, 3751 Ogden** – was surprised to hear that chickens lowered property values. When they
89 first moved to South Ogden they were told by their realtor that chickens were allowed. South Ogden
90 was a good place to have a garden, but chickens were not allowed. Mr. Adams said he was very ill, but
91 after getting chickens, he got better. He did not want a lot of chickens, just around 3-6.

92 **Rosalind Hartman, 1075 E 4525 S** – acknowledged the passing of Alma Richins. She appreciated
93 the service and contribution he gave to South Ogden City. He was professional yet had a
94 down-to-earth personality. She recognized some of the same qualities in the Council and said she
95 appreciated all they did.

96 Mayor Pro Tem Porter informed Ms. Hartman that Police Chief Darin Parke would participate in the
97 funeral service on behalf of the City.

98
99 There were no more public comments.

100

101

102 **III. RECOGNITION OF SCOUTS/STUDENTS PRESENT**

103 There were no scouts or students present.

104

105 **IV. CONSENT AGENDA**

106 **A. Approval of September 6, 2016 Council Minutes**

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

109 The mayor pro tem read through the items on the consent agenda and asked if there was any
110 discussion. There were no comments from the council. Mayor Pro Tem Porter entertained a
111 motion to approve the consent agenda.

112

113 **Council Member Orr moved to approve the consent agenda. Council Member Benard**
114 **seconded the motion. In a voice vote, Council Members Benard, Strate, Orr, Hensley and**
115 **Porter all voted aye.**

116

117

118 **V. DISCUSSION/ACTION ITEMS**

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

120 City Manager Dixon reported staff had been working on getting certification in order to offer
121 passport services at City Hall. This ordinance would officially adopt the fees for the passport
122 services. Some of the fees were set by the federal government, but others were at the discretion
123 of the City. Staff felt the fees being adopted were in line with what other entities charged.

124 The Council asked staff several questions, including if there was a down side to offering the
125 service. Mr. Dixon said they did not see any. The passport services were by appointment only,
126 so staff could schedule them during non-busy times. There was no more discussion. Mayor
127 Pro Tem Porter called for a motion concerning Ordinance 16-19.

128 **Council Member Benard moved to adopt Ordinance 16-19. The motion was seconded by**
129 **Council Member Hensley. The mayor pro tem asked if there was further discussion, and**
130 **seeing none, he called the vote:**

131
132 **Council Member Hensley- Yes**
133 **Council Member Orr- Yes**
134 **Council Member Strate- Yes**
135 **Council Member Benard- Yes**
136 **Mayor Pro Tem Porter- Yes**

137
138 **The passport fees were approved.**

139
140 **B. Consideration of Resolution 16-31 – Approving an MOU With Weber State University for**
141 **Police Information Sharing**

142 City Manager Dixon explained that Weber State University was required under federal law to
143 establish memoranda of understanding with neighboring jurisdictions; that was what was before
144 the Council that evening. The MOU talked about working collaboratively with neighboring
145 jurisdictions with the sharing of information. Mr. Dixon said it simply formalized what was
146 already happening. Mayor Pro Tem Porter called for a motion concerning the resolution.

147
148 **Council Member Strate moved to adopt Resolution 16-31, followed by a second from**
149 **Council Member Benard. The mayor pro tem asked if there was further discussion.**

150 Council Member Hensley said universities were reporting that 1 out of 4 of their female attendees
151 were raped or sexually abused, however in his opinion, they seemed to foster the behavior that
152 led to the rapes and abuse, whether it was offering certain classes or allowing certain parties that
153 were embraced by university culture. Mr. Hensley said he was troubled that they acknowledged
154 there was a potential problem, but would foster the behavior, and then seek to join South Ogden
155 in information sharing. Chief Parke said any information sharing with the university was rare
156 and only took place if an incident in South Ogden, perhaps like a stalking case, carried over to the
157 university campus and could potentially cause problems there. Likewise, the university would
158 share information with South Ogden if something that occurred there might affect South Ogden
159 residents. He reiterated that the City already had a good working relationship with the
160 university, but the federal government, recognizing that was not the case in all areas of the
161 country, required the university to enter into a MOU with the surrounding jurisdictions. City
162 Attorney Bradshaw added that Weber State officers often aided our officers on calls, and our
163 officers did the same for them. The information sharing would not cause any undue burden on
164 the City's officers. He added that any liability to the City due to the MOU was much less than
165 any of the automatic or mutual aid agreements the City had with other fire jurisdictions.

166 Council Member Hensley asked if they could require the university to make a declaration or
167 statement that they are not in support of certain campus activities. Mr. Bradshaw said it would
168 be a good thing for the Council to approach the governors of the university and ask them to make
169 that statement, but he cautioned Mr. Hensley to not link that with this MOU. There was no
170 further discussion.

171 Mayor Pro Tem Porter called the vote.

172

173 Council Member Orr- Yes

174 Council Member Strate- Yes

175 Council Member Benard- Yes

176 Council Member Hensley- Yes

177 Mayor Port Tem Porter - Yes

178

179 The MOU with Weber State was approved.

180

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

183 City Manager Dixon informed the Council this would be the last road project for calendar year
184 2016. The map in the packet showed the roads that would be crack sealed. The City had
185 received 7 bids, with CKC being the lowest qualified bidder. Staff had checked references for
186 CKC and felt confident they were qualified to do the work. Parks and Public Works Director
187 Jon Andersen said the project would begin in the next couple of weeks. Mayor Pro Tem Porter
188 asked if there was further discussion, and seeing none, he called for a motion.

189

190 Council Member Benard moved to approve Resolution 16-32. The motion was seconded
191 by Council Member Hensley. The mayor pro tem made a roll call vote:

192

193 Council Member Strate- Yes

194 Council Member Benard- Yes

195 Council Member Hensley- Yes

196 Council Member Orr- Yes

197 Mayor Pro Tem Porter- Yes

198

199 Resolution 16-32 was adopted.

200

201 **D. Discussion on Police Department Compensation**

202 City Manager Dixon explained the challenges facing the City in hiring and retaining officers.
203 Larger agencies, such as Salt Lake County, had decided to increase their pay and recruit
204 experienced officers to work for them. Staff and Council had discussed the matter quite a bit at
205 their last meeting. The Council had asked for some more information which staff had provided.
206 Police Chief Darin Parke read through his staff report as contained in the packet. His
207 recommendation was to combine the \$25,000 they had set aside for employee bonuses and
208 incentive pay with additional funds to equal \$87,000; this would increase wages for some of his
209 officers for the remaining fiscal year. The chief informed the Council of his attempts to use the
210 allotted \$25,000 to retain some of the officers planning on leaving; none who were approached
211 took him up on his offer. Chief Parke continued to review the information in his report,
212 concluding with the fact that the budget impact for the remaining fiscal year due to his request
213 was \$63,000.

214 City Manager Dixon said staff had looked at other areas of the budget where they might recover
215 some of the needed money. They had found \$26,859 from a fleet lease payment that had been
216 carried by the general fund instead of the ambulance fund during the first year of the lease. It
217 had been decided not to have the ambulance fund repay the general fund until year 5 of the lease,
218 but they could do it now. Having the ambulance fund pay the general fund would bring the
219 current budget need to \$52,000. Mr. Dixon also said another fleet lease was being anticipated at
220 the first of the calendar year, but given this need by the police department and some other
221 challenges faced by the budget, including the 40th Street Project, the lease may need to be
222 delayed.

223 Mayor Pro Tem Porter thanked staff for the information provided as well as looking for other
224 areas in the budget from which to pull money. He felt that based on the chief's report, an
225 increased hourly wage worked, and they needed to do something to retain the people they now
226 had. He felt they needed to approve what the chief had proposed.

227 Council Member Orr asked how they could get money from the ambulance fund when it always
228 seemed to be in the red. Financial Director Steve Liebersbach said the ambulance fund was
229 looking much better since they had changed some of the rates; however, the ambulance fund
230 would still pay for its portion of the lease, whether the police compensation was approved or not.
231 The Council asked several questions which Chief Parke answered. Council Member Hensley
232 said staff could cut more from the budget if only core services were provided. Council Member
233 Strate said he was worried about the city's economy of scale and the ability to meet both the
234 needs of the officers and of the residents. The Council was going to have to go to the residents
235 and ask for tax increases, because the budget was razor thin as it was. They needed to look at all
236 options, including making more cuts. Mr. Strate said the measure being proposed that evening
237 was only a band aid. Mayor Pro Tem Porter commented that may be true, but if something was
238 not done soon, residents would be at risk.

239 City Attorney Ken Bradshaw pointed out that if your finger was bleeding, you put the band aid on
240 now. You didn't wait until you had to have further surgery. The Council needed to do
241 something now and then take their time in finding a long term solution.

242 Council Member Benard agreed this was just a band aid. He felt the problem was going to
243 continue to evolve, and more band aids may be needed, but that they needed to respond now. He
244 wondered if the proposal was going to be enough. Council Member Hensley said they had given
245 the police department a band aid last meeting and they had taken it off and said no thank you. It
246 was frustrating. Was this proposal going to be enough? He said staff had not found one dollar
247 in the budget to cut. They needed to look at cutting things like the 40th Street Project, South
248 Ogden Days, etc.

249 Mayor Pro Tem Porter said they needed to trust the chief and go with his proposal. Council
250 Member Strate stated they had made cuts last year; there had been no capital outlays. He had
251 said for years the City was in a budget crisis. However, was \$31 per hour going to be enough?
252 Shouldn't it be \$33 or \$34? They should go all the way and then back it up with some budget
253 cuts and changes.

254 City Manager Dixon said Chief Parke had outlined what he felt was an appropriate approach that
255 he felt would work.

256 The Council discussed the matter further. The consensus was that they should go with the
257 chief's proposal. City Manager Dixon suggested the Council make a motion so their decision
258 was on record. Council Member Strate asked Chief Parke if he had asked for what he needed or
259 what he thought the Council would approve.

260 Chief Parke said he had taken both into consideration. He had not intended to be at the front of
261 the pack as far as wages were concerned, but he wanted to be competitive. He felt his proposal
262 was sufficient for now. There was no further discussion. Mayor Pro Tem Porter called for a
263 motion.

264
265 **Council Member Orr moved to approve the chief's proposal. The motion was seconded**
266 **by Council Member Benard. The mayor pro tem asked if there was further discussion.**
267 Council Member Hensley wanted the point made that this meant they would need to raise taxes or
268 make cuts to the budget. Council Member Benard said they made that decision every year
269 during budget time. Mr. Hensley said they had not found as many cuts as he thought they
270 should. Mr. Benard replied that Mr. Hensley had not been present for the previous 6 years of
271 cuts. The Council could also consider other things like water rates. There was no further
272 discussion. **Mayor Pro Tem Porter called the vote. The voice vote was unanimous in**
273 **favor of the motion.**

274
275

276 VI. DISCUSSION ITEMS

277 A. Report/Discussion on South Ogden Days

278 City Manager Dixon said he realized the Council had been waiting for this discussion, but staff
279 wanted to make sure they had all the correct numbers to report. They had needed to wait for all
280 the invoices to come in.

281 Mayor Pro Tem Porter said that in the interest of time, he would give each council member the
282 opportunity to speak after Ms. Rosas gave her report.

283 Special Events Coordinator Evelyn Rosas reported on the event, giving some statistics and citing
284 some challenges that had been faced. She noted that the previous publisher of the South Ogden
285 Days book had changed management and would no longer be printing it for free. The Council
286 would need to decide if they wanted to continue to provide the book. She also said the golf
287 tournament had very low attendance; the cost for the tournament may not justify holding it any
288 more. Ms. Rosas had also had a lot of feedback about moving the 5k to a different time and
289 venue; the course had a lot of hills and running it in the afternoon was very exhausting. People
290 had also requested having more entertainment on Friday and Saturday.

291 Ms. Rosas thanked all the employees who had assisted with the event; they had worked together
292 to make it a great event. She then asked the Council where they saw South Ogden Days in the
293 future. Would they like to see it grow or keep it where it is at?

294 Mayor Pro Tem Porter said he thought it was a great event and had become a tradition in South
295 Ogden. He did not think it needed to grow, but they may want to look at some different events
296 or further streamlining the ones they had. He liked the concert but felt they needed a better

297 known band; one that would bring in a larger crowd. They should also make sure the
298 performance ended at 10 pm so the fireworks could start on time.

299 Council Member Orr asked how the numbers compared to the previous year. Ms. Rosas said it
300 was larger, but it was hard to get an accurate count. Ms. Orr also wondered if the revenue the
301 City brought in went up when a more well-known band played, and if the increased revenue
302 would justify paying more for a popular entertainer. She also thought the golf tournament was
303 exclusive and should not be subsidized by the City; if it did not pay for itself, it should be
304 discontinued.

305 Mayor Pro Tem Porter said he thought the City should continue having the book.

306 Council Member Hensley said he felt the Council should have a booth, with each member of the
307 Council taking a turn manning it. He also thought they should tap into local bands for the main
308 entertainment.

309 Council Member Strate said he had also had a request that the fireworks start earlier. He also
310 wondered at the low cost of the fireworks this year. Finance Director Steve Liebersbach
311 explained the reason behind the low cost.

312 Council Member Benard felt the carnival was necessary as a part of South Ogden Days, as was
313 the book. He also commented they had tried to vary the times and events over the years, but
314 consistency was best, especially with the 5k and movie night. He agreed that there needed to be
315 more local entertainment throughout Saturday and felt it would bring more people into the park.
316 He suggested inviting South Ogden's Got Talent participants to perform on Saturday.

317 Council Member Strate then took the opportunity to recognize Adrienne Brown who was present
318 at the meeting. Ms. Brown was a volunteer for many of South Ogden's events and had donated
319 a lot of her time.

320 Mayor Pro Tem Porter suggested Ms. Rosas bring any ideas about changes to them as soon as
321 possible so they could discuss them.

322 Ms. Rosas said she would like to hold South Ogden Days June 23-24 in 2017 as per the City's
323 ordinance. The carnival company had already approved the dates. She also asked if the
324 Council wanted to stick with country bands. The Council said it did not matter; they just wanted
325 to get the best known entertainment they could with the money they had.

326 **B. Discussion on SoFi Awards Policy**

327 City Manager Dixon said this item was not a high priority and staff would be fine if, due to the
328 time, it was put on a later agenda for discussion. The Council agreed.

329 **C. Discussion on 401K Match Benefit**

330 Mr. Dixon reminded the Council this was a follow-up to a previous discussion held by the
331 Council. The Council had requested some additional information be provided; staff had
332 included the information in the packet. Mr. Dixon recommended that the Council hold off
333 discussion on the 410k match benefit until their discussion on the FY2018 budget; however, if
334 the Council disagreed, they could have the discussion that evening.

335 Council Member Benard agreed they should hold off discussion. There was no reason to change
336 the benefit mid-year. The rest of the Council agreed.

337 **D. Report/Discussion on Youth Court Status**

338 Chief Parke came forward for this discussion. He said staff's recommendation was that South
339 Ogden's Youth Court program be combined with Roy's. There had been some issues with a

340 recent Youth Court training conference, which had caused staff to review the program. The
341 program report was in the packet. Chief Parke reviewed the report, pointing out that the few
342 cases referred to the Youth Court during the past year probably should have been normal police
343 cases. Staff had spoken with Roy, who was willing to take the students involved as well as the
344 cases referred to them.

345 Council Member Benard asked several questions about the costs involved. Council Member
346 Strate's opinion was not to move it to Roy, but just end it; either that or keep it and make it viable
347 again. Council Member Benard agreed; if students wanted to participate, they could call Roy,
348 but the City should not refer cases to them. Mayor Pro Tem Porter said if the students who
349 wanted to stay involved could still do so, he agreed as well. The consensus of the Council was to
350 end the Youth Court program.

351

352

353 VII. DEPARTMENT DIRECTOR REPORTS

354 A. Doug Gailey – Employee Recognition Report

355 Assistant to the City Manager Doug Gailey came forward for this report. He informed the
356 Council he had purchased gift cards and distributed them to the department heads to hand out to
357 their employees. The program had been used 3 times in the past few months.

358 Council Member Benard asked what the response was by the employees receiving the cards.
359 Mr. Gailey said they had been very pleased. They had a choice of gift cards so it would be
360 something they could use.

361

362 VIII. REPORTS

363 A. Mayor Pro Tem – reported the Fiesta!Fiesta! event was great and the food was excellent.

364 B. City Council Members

365 Council Member Benard – asked if there was any time available for the pickle ball players to
366 use the gym facility, or if they could go to Uintah Elementary. Parks and Public Works
367 Director Jon Andersen said there might be some time available at the gym facility. He would
368 need to know how much time they required and then see if it fit into the schedule. He also
369 suggested they contact the Browning Armory who might have an area available.

370 Council Member Strate – nothing to report.

371 Council Member Orr – also reported Fiesta!Fiesta! was a great event. She suggested the
372 City get a volunteer pool for the events to take some of the burden off of the event coordinator.
373 Ms. Orr said she had attended a class at the League conference concerning roads. The class
374 facilitator had said it is almost impossible for cities to maintain roads indefinitely.

375 She then reported there was a health fair the next day at the Northern Utah Rehabilitation
376 Hospital at lunch time.

377 She concluded by handing out a flier about a meeting about form based codes.

378 Council Member Hensley – nothing to report.

379 C. City Manager – referred the Council to his report in the packet.

380 D. City Attorney – nothing to report.

381 **IX. COUNCIL COMMUNICATION/DIRECTION TO CITY MANAGER**

382 **Council Member Hensley** – asked when the artificial grass issue would be on the agenda. City
383 Manager Dixon said the process required the Planning Commission to review it and send a
384 recommendation to the Council. Staff was working on it.

385 Mr. Hensley then commended the fact that everyone stood for the Pledge.

386

387 **X. ADJOURN COUNCIL MEETING AND CONVENE INTO WORK SESSION**

388 Mayor Pro Tem Porter indicated it was time to adjourn the meeting and move into a work session. He
389 entertained a motion to do so.

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391 **Council Member Benard moved to adjourn City Council meeting and convene into a work**
392 **session, followed by a second from Council Member Hensley. The voice vote was unanimous in**
393 **favor of the motion.**

394

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

396 City Manager Dixon stated the question before the Council that evening was if they wanted to
397 move forward in allowing and regulating chickens, pigs, and bees. If the decision was “yes” on
398 bees and pigs, it would be referred to the Planning Commission for them to review, hold a public
399 hearing, and make a recommendation to the Council. Chickens, however, had already gone
400 through that process. The Council had discussed it and tabled it. If they wanted to move
401 forward with allowing chickens, it would be added to a future agenda for them to consider.

402 Mayor Pro Tem Porter said he would like to handle each issue one at a time. If a member of the
403 Council was not in favor, they did not need to speak. If they were in favor, they should speak
404 and explain why. In doing so, they may be able to persuade someone else. He then asked those
405 in favor of allowing pigs to speak.

406 Council Member Strate said he did not see them as 3 separate things. He felt any animal could
407 be a pet as long as health or safety was not involved. The most important thing was what state
408 law allowed or didn't allow, and if the City wanted to create stricter regulations. He thought
409 they should send all of it to the Planning Commission and get a recommendation back.

410 Mayor Pro Tem Porter said he felt they were 3 separate issues. He also felt it would be wasting
411 the Planning Commission's time if they sent the issue of pigs to the Planning Commission,
412 knowing that they (the Council) were against allowing them in the City and would vote it down
413 even if the Commission recommended allowing pigs. He said it sounded like Council Member
414 Strate was in favor of allowing pigs and asked if anyone else wanted to speak in favor of them.

415 Council Member Benard said he had heard some compelling information on the pot-bellied pig
416 when he was told they were used as service animals. He felt there was some potential leniency
417 in allowing some types of pigs as pets.

418 Council Member Strate agreed.

419 Mayor Pro Tem Porter said he agreed as well, as long as the pigs were indoor and not outdoor
420 pets. The Planning Commission needed to come up with some regulations restricting them to
421 indoors only.

422 Council Member Hensley said he was opposed to pigs in all forms in South Ogden City.

423 Council Member Orr said she agreed that indoor pigs should be allowed, and felt rabbits should
424 be considered as well.

425 Mayor Pro Tem Porter asked City Manager Dixon to inform the Planning Commission that the
426 Council was in favor of allowing indoor pet pigs in the City.

427 The mayor pro tem then moved on to bees, asking the council members to speak if they were in
428 favor of allowing bees in the City.

429 Council Member Hensley stated that bees were a necessity in society. They did not sting except
430 on very rare occasions and were necessary to the food supply.

431 Council Member Strate agreed. He asked that the Planning Commission make a timely
432 recommendation since it had been quite a while since they had first considered it. He said
433 maybe they should not regulate bees at all and just continue to allow them in the City. He
434 recommended they do nothing. Staff informed Mr. Strate that bees were currently prohibited in
435 the City. Mr. Strate then stated he was in favor of allowing them and the issue should go to the
436 Planning Commission.

437 Council Member Benard said bees were harmful. He had spent \$5,000 on repairs to his home
438 and his family had experienced dozens of stings due to a beehive. Swarming bees were very
439 dangerous. He had not had any problem until there were beehives in his neighborhood. He
440 agreed beehives were necessary, but South Ogden was not a place for bees. They should be kept
441 on farmland. He also asked who was going to police the beehives and make sure they were
442 following the regulations and registering their beehives.

443 Council Member Orr said she was in favor of allowing bees, but they needed to be regulated.
444 The recommendation from the Council was to send bees to the Planning Commission to create
445 regulations for them.

446 Mayor Pro Tem Porter then opened discussion on chickens.

447 Council Member Strate said he was against having chickens for food production or any type of
448 cottage industry; however as a pet he felt they could be allowed. He wanted the Planning
449 Commission to determine what size flock should be allowed as well as other issues. He said
450 there were already chickens in the City and they should just allow them but register them.

451 Council Member Orr said her daughter had had chickens as pets, but she did not know if they
452 were appropriate to have in South Ogden. Would it be fair to the neighbors?

453 Council Member Strate said whether they allowed chickens or not, people would still have
454 chickens in the City. Was the City even enforcing it?

455 Council Member Benard said he still had not heard a compelling reason to allow chickens in the
456 City. He was also confused on how someone could have a chicken as a pet and turn around and
457 eat it. He had spoken with many realtors, and every one had said that having chickens does
458 affect property value, yet the people commenting that evening had said it didn't. If they were
459 going to view them as pets, people should not be able to have any more chickens than any other
460 animal the City allowed. If they were viewed as a food source, they fell into the category of a
461 farm animal and should not be allowed.

462 Council Member Hensley cited a court case in Wellsville Utah. He said South Ogden had been
463 established as a City first, and should not be turned into a farming community. Chickens could
464 be a nuisance and should not be allowed in South Ogden City.

465 Mayor Pro Tem Porter said he had never been around chickens and did not know if they were a
466 nuisance or not. He was trying to decide what would be best for the City as a whole. The
467 people who wanted chickens were very passionate about it. He also did not hear a lot of
468 complaints from the people living next door to the chickens.

469 Chief Parke said they did receive quite a few complaints, but gave people time to get rid of them
470 before they cited them.

471 Mayor Pro Tem Porter stated he was not totally against allowing chickens and thought they could
472 be regulated.

473 Council Member Strate said he was conflicted and didn't know if they should be allowed or not.
474 He heard compelling arguments on both sides. However, fundamentally he believed chickens
475 were a farm animal.

476 City Manager Dixon explained that if there was not a consensus either way on whether chickens
477 should be allowed, the issue would die until there was either a petition from the community or of
478 a member of the Council raised the issue again. No decision was a decision to keep the
479 ordinance as is and not allow chickens.

480 Council Member Orr suggested Council Members ask their friends and neighbors how they felt
481 about chickens and maybe try to go see where people had chickens in the City. Council Member
482 Strate invited members of the community to call him to speak about the issue.

483 There was no further discussion.

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485

486 **XI. ADJOURN WORK SESSION**

487 Mayor Pro Tem Porter indicated it was time to adjourn the meeting and called for a motion.

488

489 **Council Member Strate moved to adjourn. The motion was seconded by Council Member**
490 **Benard. All present voted aye.**

491 The work session concluded at 9:43 pm.

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499 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council
500 Meeting held Tuesday, September 20, 2016.

501

502 
503 Leesa Kapetanov, City Recorder

504 Date Approved by the City Council _____

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Attachment A

Handout from Mr. Stewart

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<http://www.ulct.org/about/ulct-board-of-directors/>

Executive Board

- **Council Member Lynn Pace, President, City of Holladay**



Lynn Pace has been a member of the Holladay City Council since 2004. He is also the Deputy City Attorney for Salt Lake City, and supervises Salt Lake City's lobbying efforts with the State Legislature. He has been an active participant in the League's land use task force and the Legislative Policy Committee. He is the past president of the Utah Municipal Attorneys' Association and is an adjunct professor at the University of Utah. He and his wife Lisa are the parents of 7 children. When he is not working on City stuff, he enjoys hiking, gardening and raising backyard chickens.

Resolution No. 16-33

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH WEBER SCHOOL DISTRICT FOR PURCHASE OF CERTAIN REAL PROPERTY, 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 School District ("WSD") has certain real property they have determined is surplus to their needs ("Property"); and,

WHEREAS, the City Council finds that Property is ideal for ongoing City activities and programs and should be acquired for City needs; and,

WHEREAS, the City Council finds that WSD has offered City the Property at fair market value and under purchase terms that are acceptable to City; and,

WHEREAS, the City Council finds that the terms and conditions of the purchase of Property have been set out in various documents which should be approved, authorized and signed on behalf of City to consummate the purchase of Property; 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 Agreement With WSD For Purchase Of The Real Property Set Out In Attachments "A", "B", And "C" Attached Hereto And Incorporated Herein, Without Further Approval Of The City Council, 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 4th day of October, 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 4th day of October, 2016.**

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENTS “A”, “B” & “C”

Resolution No. 16-33

Resolution Of South Ogden City Approving An Agreement With Weber School District For Purchase Of Certain Real Property, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

04 Oct 16

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 19th day of September, 2016 ("Offer Reference Date") South Ogden City ("Buyer") offers to purchase from Weber School District ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$1,000.00 in the form of check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage John W. Hansen & Associates Phone: 801-479-1500

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OTHER PROVISIONS

1. PROPERTY: 4500 S 750 E, South Ogden

also described as: Tax ID# 06-068-0042 & part of 06-042-0024, containing 7.37 AC

City of South Ogden, County of Weber State of Utah, Zip 84403 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) All water shares appurtenant to the property shall transfer to the buyer

1.2 Excluded Items. (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$397,500.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$1,000.00 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$265,000.00 (c) Seller Financing. (see attached Seller Financing Addendum)

\$131,500.00 (d) Balance of Purchase Price in Cash at Settlement

\$397,500.00 PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

(except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) N/A

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; ___ Hours after Closing; ___ Calendar Days after Closing; Other (explain) _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent Jeff W. Hales, represents Seller both Buyer and Seller as a Limited Agent;

Seller's Brokerage John W. Hansen & Associates, represents Seller both Buyer and Seller as a Limited Agent;

Buyer's Agent Jeff W. Hales, represents Buyer both Buyer and Seller as a Limited Agent;

Buyer's Brokerage John W. Hansen & Associates, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate,

and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. 1 Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this

Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline N/A (Date)
- (b) Due Diligence Deadline October 05, 2016 (Date)
- (c) Financing & Appraisal Deadline N/A (Date)
- (d) Settlement Deadline October 31, 2016 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 8 : 00 [] AM [X] PM Mountain Time on October 05, 2016 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

[] **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 19th day of September, 2016 including all prior addenda and counteroffers, between South Ogden City as Buyer, and Weber School District as Seller, regarding the Property located at 4500 S 750 E, South Ogden, UT 84403. The following terms are hereby incorporated as part of the REPC:

1. Weber School District shall contract with a demolition company for the demolition of Marlon Hills Elementary School and all outside structures, all concrete and asphalt sidewalks and parking areas, and elevations are to be brought back to their natural state with a 90% or better compaction test. Weber School District shall cover all demolition expenses.
2. Weber School District shall do a carry back of the unpaid balance on a trust deed and trust deed note for \$265,000.00 at an interest rate of 3% for a period of 10 years, with a yearly payment of \$31,066.08. First payment shall begin July 1, 2017 and end on July 1, 2026.
3. All water shares or well rights on the property shall be transferred to buyer and time of closing.
4. The execution of this contract is subject to Weber School District board approval on August 10, 2016.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 8 : 00 AM PM Mountain Time on October 05, 2016 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE:** Seller Buyer hereby accepts the terms of this ADDENDUM.
 COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____

 (Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

 (Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made and entered into this _____ day of _____, 2016, by and between the Weber County School Board, a political subdivision of the State of Utah, (“Seller”); and, the City of South Ogden City, a municipal corporation, (“Purchaser” or “City”).

WHEREAS, Seller owns the property described on Exhibit A, which is attached hereto and incorporated by reference, (“Real Estate”); and,

WHEREAS, the Seller desires to sell the Real Estate and Purchaser desires to purchase the same.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Seller agrees to sell, and Purchaser agrees to purchase, the Real Estate.
2. The total purchase price of the Real Estate shall be the sum of Three Hundred Ninety Seven Thousand Five Hundred Dollars (\$397,500.00). Said purchase price shall be paid by Purchaser, as follows:

The sum of One Thousand Dollars (\$1,000.00) shall be paid to Purchaser as Earnest Money Deposit. The sum of One Hundred Thirty One Thousand Five Hundred Dollars (\$131,500.00) shall be paid to the escrow agent designated below by the Closing Date of this contract. At the Closing Date, if the Seller has complied with all obligations, and all contingencies have been met, the escrow agent shall disburse said sum to Seller, after deducting all amounts that are the obligation of Seller. The balance of Two Hundred Sixty Five Thousand Dollars (\$265,000.00), at 3% interest, shall be paid in ten (10) equal installments of Thirty One Thousand Sixty Six Dollars Eight Cents (\$31,066.08), with the first such installment due on July 1st 2017, and the subsequent installments due on July 1st of each succeeding year thereafter until that sum is paid in full. Nothing contained herein shall prevent Purchaser from paying off the entire outstanding balance, at any time, without penalty.

3. Closing shall occur at the office of a title company selected by the parties, or at such other place as shall be mutually agreed upon by the parties, within thirty (30) days after the date this Contract has been signed by Purchaser, or at such sooner time as may be mutually agreed upon by the parties, (“Closing” or the “Closing Date”), subject to satisfaction of all contingencies and conditions precedent.
4. Seller shall, along with the execution of this Contract, execute to the City a good and sufficient Warranty Deed, conveying good and marketable title to the Real Estate, in fee simple, free and clear of all encumbrances, including taxes for the current year up to the Closing Date, and all prior years, except those encumbrances, easements, restrictions and other items which may be approved by the City in its sole discretion, (“Permitted Exceptions”). Said Deed shall be deposited with the escrow agent until Purchaser has complied with the terms of this Contract and

shall then be delivered to Purchaser. Purchaser shall be entitled to the possession, and control, of the Real Estate upon the Closing of this transaction.

5. _____, shall be the escrow agent for this Contract until this sale is closed. _____ shall also be the escrow agent for this Contract subsequent to Closing, unless the parties mutually agree upon a different escrow agent. Seller shall be responsible for all fees charged by either escrow agent. Purchaser shall make all required installment payments to _____ or such other escrow agent as mutually agreed upon. Escrow agent is also directed to forward all payments received from Purchaser to Seller. When Purchaser has completed all obligations hereunder, escrow agent shall deliver the Deed to Purchaser.

6. The mailing addresses of the parties are as follows, and all required notices shall be sent to these addresses, unless written notification to the other party is provided for a change of address:

Weber County School Board
5320 Adams Ave. Parkway
Ogden, Utah, 84405

South Ogden City
3950 Adams Ave.
South Ogden, Utah, 84403

7. Purchaser's obligation to purchase, and Seller's obligation to sell, the Real Estate, is contingent upon the satisfactory completion of the following factors:

a. Prior to Closing, Seller shall have furnished to Purchaser, and Purchaser in its sole discretion will have approved, the commitment of the title company to issue the title policy, ("Title Commitment") in the amount of the purchase price, insuring that upon recording, the Warranty Deed from Seller to Purchaser, the Purchaser will be the fee simple owner of the Real Estate, except for Permitted Exceptions. Seller shall have reasonable time, not exceeding thirty (30) days, within which to remedy any defects of title which may appear, and if legal proceedings are necessary, they shall be commenced promptly and diligently prosecuted to completion. The date of Closing of this sale shall be extended until title or other work necessary to render the title marketable shall be concluded. If Seller cannot furnish marketable title then this Contract shall be null and void and the escrow agent shall return the Warranty Deed to Seller and all parties shall be released from further liability hereunder. Purchaser shall not have a claim against Seller should the consummation of this Contract be prevented because of the inability of Seller to deliver marketable title. In case of dispute between the parties, the title standards adopted by the Utah Bar Association and the Utah Marketable Title Act shall control. Seller shall be responsible for all costs of the title policy.

b. On the Closing Date:

i. No part of the Real Estate is subject to pending or threatened condemnation proceedings or public taking.

ii. All of the Seller's representations and warranties shall be true, and the Seller shall have complied with all of the Seller's covenants and obligations contained in this Contract relating to the sale of the Real Estate.

iii. No material adverse change shall have occurred in the condition of the Real Estate between the date of this Contract and the Closing Date.

iv. All water shares or well rights on the property shall be transferred to Purchaser.

If any of the conditions precedent set forth above are not fulfilled within the time required, then the Purchaser may, at its option, by so advising the Seller, in writing: (a) terminate this Contract, in which event, both the Purchaser and the Seller will be released from further obligations and liabilities, or (b) waive any of the factors; or (c) upon the mutual agreement of the parties, extend the time for fulfilling any of such conditions to a later date, in which event the parties will continue to use their best efforts to satisfy such factors prior to Closing.

8. This Contract shall be considered to be an "Installment Purchase Contract". The parties hereto understand and agree that the obligation of Purchaser to make payments shall constitute a current expense of Purchaser and shall not be construed to be a debt of Purchaser in contravention of applicable constitutional and statutory debt limitations, nor shall any obligation created hereby constitute a pledge of the general tax revenues, funds or moneys of Purchaser. Purchaser is obligated only to pay such payments under this agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Purchaser's current budget year. The failure, by Purchaser, to budget and appropriate funds for the payments set forth herein shall constitute a breach of this Contract by Purchaser. If Purchaser fails to budget and appropriate funds for the required payments, Seller may begin non-judicial foreclosure proceedings any interest that Purchaser might have in the subject property by complying with the requirements set forth in Utah Code §57-1-24 through §57-1-26. To the extent that Utah Code §53A-2-402 of the School District Surplus Lands Act applies in the instance of trustee's sale of the property, Purchaser agrees to waive its right to purchase surplus property in accordance with Utah Code §53A-2-403(5) by submitting a written waiver to the school district within ten (10) days of the Notice of Trustee's sale. In the foreclosure action, this Contract shall be treated as an equitable mortgage in favor of Seller. Seller shall not be entitled to recover any monetary judgment against Purchaser in the action. Seller's rights shall be limited to a foreclosure of Purchaser's interest in the subject Real Estate. Purchaser shall be entitled to all rights, including the right of equity of redemption prior to the Trustee's sale, as if this document were a mortgage under the laws of the State of Utah. The amount required to purchase the interest in the Real Estate, if paid in cash, is the purchase price listed in paragraph 2, plus 3% annual interest. There are no amounts included in the installment payments for service, maintenance, insurance or other charges.

9. Seller shall contract with a demolition company for the demolition of Marlon Hills Elementary School and all outside structures, all concrete and asphalt sidewalks and parking areas, and elevations are to be brought back to their natural state with a 90% of better compaction test. Seller shall cover all demolition expenses.

10. This contract may not be assigned by Purchaser without the prior written consent of Seller.

11. The Seller shall pay the cost of preparing the Deed, the premium for title insurance and all escrow fees. Purchaser shall pay the cost of recording its Deed.

12. This Contract shall extend to, and be binding upon, the heirs, executors, trustees, successors and assigns of the parties hereto. Time is of the essence in the performance of this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year above written.

Weber County School Board, Board Chair

South Ogden City, Mayor

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 19th day of September, 2016 ("Offer Reference Date") South Ogden City ("Buyer") offers to purchase from Weber School District ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$1,000.00 in the form of check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage John W. Hansen & Associates Phone: 801-479-1500

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OTHER PROVISIONS

1. **PROPERTY:** 100 E 4150 S, South Ogden

also described as: Tax ID# 06-019-0041, containing 5.37 AC

City of South Ogden, County of Weber State of Utah, Zip 84403 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 **Included Items. (specify)** All water shares appurtenant to the property shall transfer to the buyer

1.2 **Excluded Items. (specify)** _____

1.3 **Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. **PURCHASE PRICE.** The Purchase Price for the Property is \$365,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$1,000.00 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ _____ (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$247,500.00 (c) **Seller Financing.** (see attached Seller Financing Addendum)

\$116,500.00 (d) **Balance of Purchase Price in Cash at Settlement**

\$365,000.00 **PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

(except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) N/A

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; ___ Hours after Closing; ___ Calendar Days after Closing; Other (explain) _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent Jeff W. Hales, represents Seller both Buyer and Seller as a Limited Agent;

Seller's Brokerage John W. Hansen & Associates, represents Seller both Buyer and Seller as a Limited Agent;

Buyer's Agent Jeff W. Hales, represents Buyer both Buyer and Seller as a Limited Agent;

Buyer's Brokerage John W. Hansen & Associates, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate,

and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. 1 Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this

Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline N/A (Date)
- (b) Due Diligence Deadline October 05, 2016 (Date)
- (c) Financing & Appraisal Deadline N/A (Date)
- (d) Settlement Deadline October 31, 2016 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 8 : 00 [] AM [X] PM Mountain Time on October 05, 2016 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 19th day of September, 2016 including all prior addenda and counteroffers, between South Ogden City as Buyer, and Weber School District as Seller, regarding the Property located at 100 E 4150 S, South Ogden, UT 84403. The following terms are hereby incorporated as part of the REPC:

1. Weber School District shall contract with a demolition company for the demolition of the Club Heights Elementary School and all outside structures, all concrete and asphalt sidewalks and parking areas, and elevations are to be brought back to their natural state with a 90% or better compaction test. Weber School District shall cover all demolition expenses.
2. Weber School District shall do a carry back of the unpaid balance on a trust deed and trust deed note for \$247,500.00 at an interest rate of 3% for a period of 10 years, with a yearly payment of \$29,014.55. First payment shall begin July 1, 2017 and end on July 1, 2026.
3. All water shares or well rights on the property shall be transferred to buyer and time of closing.
4. The execution of this contract is subject to Weber School District board approval on August 10, 2016.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 8 : 00 AM PM Mountain Time on October 05, 2016 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE:** Seller Buyer hereby accepts the terms of this ADDENDUM.
 COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____

 (Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

 (Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made and entered into this _____ day of _____, 2016, by and between the Weber County School Board, a political subdivision of the State of Utah, (“Seller”); and, the City of South Ogden City, a municipal corporation, (“Purchaser” or “City”).

WHEREAS, Seller owns the property described on Exhibit A, which is attached hereto and incorporated by reference, (“Real Estate”); and,

WHEREAS, the Seller desires to sell the Real Estate and Purchaser desires to purchase the same.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Seller agrees to sell, and Purchaser agrees to purchase, the Real Estate.
2. The total purchase price of the Real Estate shall be the sum of Three Hundred Sixty Five Thousand Dollars (\$365,000.00). Said purchase price shall be paid by Purchaser, as follows:

The sum of One Thousand Dollars (\$1,000.00) shall be paid to Purchaser as Earnest Money Deposit. The sum of One Hundred Sixteen Thousand Five Hundred Dollars (\$116,500.00) shall be paid to the escrow agent designated below by the Closing Date of this contract. At the Closing Date, if the Seller has complied with all obligations, and all contingencies have been met, the escrow agent shall disburse said sum to Seller, after deducting all amounts that are the obligation of Seller. The balance of Two Hundred Forty Seven Thousand Five Hundred Dollars (\$247,500.00), at 3% interest, shall be paid in ten (10) equal installments of Twenty Nine Thousand Fourteen Dollars Fifty Five Cents (\$29,014.55), with the first such installment due on July 1st 2017, and the subsequent installments due on July 1st of each succeeding year thereafter until that sum is paid in full. Nothing contained herein shall prevent Purchaser from paying off the entire outstanding balance, at any time, without penalty.

3. Closing shall occur at the office of a title company selected by the parties, or at such other place as shall be mutually agreed upon by the parties, within thirty (30) days after the date this Contract has been signed by Purchaser, or at such sooner time as may be mutually agreed upon by the parties, (“Closing” or the “Closing Date”), subject to satisfaction of all contingencies and conditions precedent.

4. Seller shall, along with the execution of this Contract, execute to the City a good and sufficient Warranty Deed, conveying good and marketable title to the Real Estate, in fee simple, free and clear of all encumbrances, including taxes for the current year up to the Closing Date, and all prior years, except those encumbrances, easements, restrictions and other items which may be approved by the City in its sole discretion, (“Permitted Exceptions”). Said Deed shall be deposited with the escrow agent until Purchaser has complied with the terms of this Contract and shall then be delivered to Purchaser. Purchaser shall be entitled to the possession, and control, of the Real Estate upon the Closing of this transaction.

5. _____, shall be the escrow agent for this Contract until this sale is closed. _____ shall also be the escrow agent for this Contract subsequent to Closing, unless the parties mutually agree upon a different escrow agent. Seller shall be responsible for all fees charged by either escrow agent. Purchaser shall make all required installment payments to _____ or such other escrow agent as mutually agreed upon. Escrow agent is also directed to forward all payments received from Purchaser to Seller. When Purchaser has completed all obligations hereunder, escrow agent shall deliver the Deed to Purchaser.

6. The mailing addresses of the parties are as follows, and all required notices shall be sent to these addresses, unless written notification to the other party is provided for a change of address:

Weber County School Board

South Ogden City

5320 Adams Ave. Parkway

3950 Adams Ave.

Ogden, Utah, 84405

South Ogden, Utah, 84403

7. Purchaser's obligation to purchase, and Seller's obligation to sell, the Real Estate, is contingent upon the satisfactory completion of the following factors:

a. Prior to Closing, Seller shall have furnished to Purchaser, and Purchaser in its sole discretion will have approved, the commitment of the title company to issue the title policy, ("Title Commitment") in the amount of the purchase price, insuring that upon recording, the Warranty Deed from Seller to Purchaser, the Purchaser will be the fee simple owner of the Real Estate, except for Permitted Exceptions. Seller shall have reasonable time, not exceeding thirty (30) days, within which to remedy any defects of title which may appear, and if legal proceedings are necessary, they shall be commenced promptly and diligently prosecuted to completion. The date of Closing of this sale shall be extended until title or other work necessary to render the title marketable shall be concluded. If Seller cannot furnish marketable title then this Contract shall be null and void and the escrow agent shall return the Warranty Deed to Seller and all parties shall be released from further liability hereunder. Purchaser shall not have a claim against Seller should the consummation of this Contract be prevented because of the inability of Seller to deliver marketable title. In case of dispute between the parties, the title standards adopted by the Utah Bar Association and the Utah Marketable Title Act shall control. Seller shall be responsible for all costs of the title policy.

b. On the Closing Date:

i. No part of the Real Estate is subject to pending or threatened condemnation proceedings or public taking.

ii. All of the Seller's representations and warranties shall be true, and the Seller shall have complied with all of the Seller's covenants and obligations contained in this Contract relating to the sale of the Real Estate.

iii. No material adverse change shall have occurred in the condition of the Real Estate between the date of this Contract and the Closing Date.

iv. All water shares or well rights on the property shall be transferred to Purchaser.

If any of the conditions precedent set forth above are not fulfilled within the time required, then the Purchaser may, at its option, by so advising the Seller, in writing: (a) terminate this Contract, in which event, both the Purchaser and the Seller will be released from further obligations and liabilities, or (b) waive any of the factors; or (c) upon the mutual agreement of the parties, extend the time for fulfilling any of such conditions to a later date, in which event the parties will continue to use their best efforts to satisfy such factors prior to Closing.

8. This Contract shall be considered to be an "Installment Purchase Contract". The parties hereto understand and agree that the obligation of Purchaser to make payments shall constitute a current expense of Purchaser and shall not be construed to be a debt of Purchaser in contravention of applicable constitutional and statutory debt limitations, nor shall any obligation created hereby constitute a pledge of the general tax revenues, funds or moneys of Purchaser. Purchaser is obligated only to pay such payments under this agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Purchaser's current budget year. The failure, by Purchaser, to budget and appropriate funds for the payments set forth herein shall constitute a breach of this Contract by Purchaser. If Purchaser fails to budget and appropriate funds for the required payments, Seller may begin non-judicial foreclosure proceedings any interest that Purchaser might have in the subject property by complying with the requirements set forth in Utah Code §57-1-24 through §57-1-26. To the extent that Utah Code §53A-2-402 of the School District Surplus Lands Act applies in the instance of trustee's sale of the property, Purchaser agrees to waive its right to purchase surplus property in accordance with Utah Code §53A-2-403(5) by submitting a written waiver to the school district within ten (10) days of the Notice of Trustee's sale. In the foreclosure action, this Contract shall be treated as an equitable mortgage in favor of Seller. Seller shall not be entitled to recover any monetary judgment against Purchaser in the action. Seller's rights shall be limited to a foreclosure of Purchaser's interest in the subject Real Estate. Purchaser shall be entitled to all rights, including the right of equity of redemption prior to the Trustee's sale, as if this document were a mortgage under the laws of the State of Utah. The amount required to purchase the interest in the Real Estate, if paid in cash, is the purchase price listed in paragraph 2, plus 3% annual interest. There are no amounts included in the installment payments for service, maintenance, insurance or other charges.

9. Seller shall contract with a demolition company for the demolition of Marlon Hills Elementary School and all outside structures, all concrete and asphalt sidewalks and parking areas, and elevations are to be brought back to their natural state with a 90% of better compaction test. Seller shall cover all demolition expenses.

10. This contract may not be assigned by Purchaser without the prior written consent of Seller.

11. The Seller shall pay the cost of preparing the Deed, the premium for title insurance and all escrow fees. Purchaser shall pay the cost of recording its Deed.

12. This Contract shall extend to, and be binding upon, the heirs, executors, trustees, successors and assigns of the parties hereto. Time is of the essence in the performance of this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year above written.

Weber County School Board, Board Chair

South Ogden City, Mayor

City Council Staff Report



Subject: Proposed Amendments to the General Plan -
Land Use Chapter and Land Use Map

Author: Mark Vlastic

Department: Planning & Zoning

Date: October 4, 2016

Background

South Ogden adopted a General Plan in 1997, which primarily focused on Land Use/Transportation/Parks and Recreation. Updates to the plan were prepared in 2001 and 2008, which focused primarily on housing, livability, parks and recreation, urban design and the formation of a city center. While each of these updates incorporated substantial land use changes, the Land Use Chapter and Land Use Map were not updated.

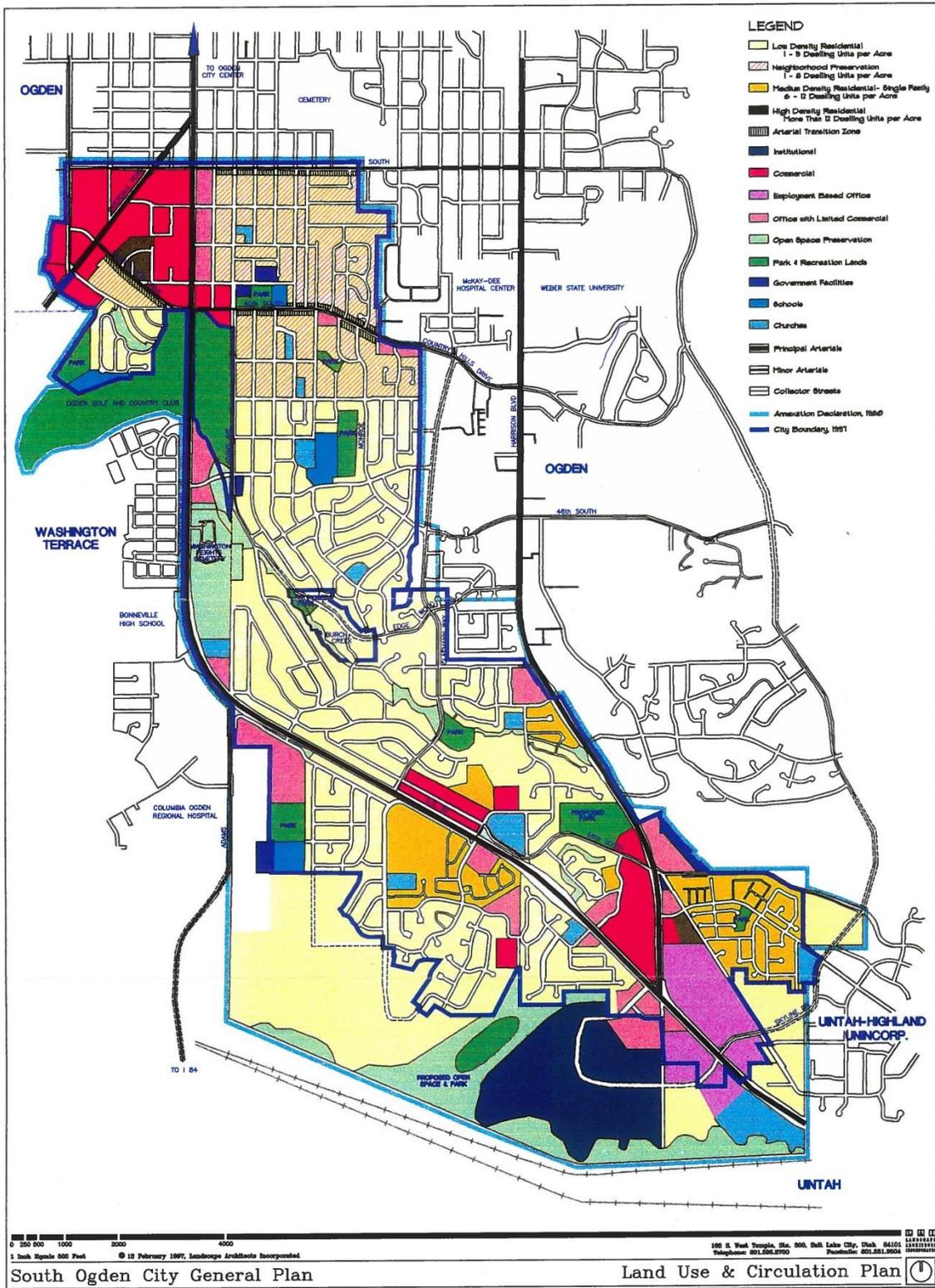
Nearly two decades have passed since the 1997 plan was adopted, and the city is approaching buildout, in large part matching the vision and direction expressed in the 1997 Plan. However, the existing plan and map do not reflect the land use visions expressed in the two updates, resulting in confusion and difficulty in determining which of the three plans should apply.

In order to resolve this confusion and to present a clear message to the public, staff recently began a review of the three plans, with the intent of creating a new Land Use Chapter and Land Use Map that reflects the cumulative land use vision of the three plans. This process focuses on the changes contained in the 2008 update, and assumes that land use ideas reflected in that plan supersede any conflicting direction contained in the 1997 plan and 2001 update. It is also important that the new Land Use Chapter and Land Use Map update specific changes that have been implemented during the last 19 years.

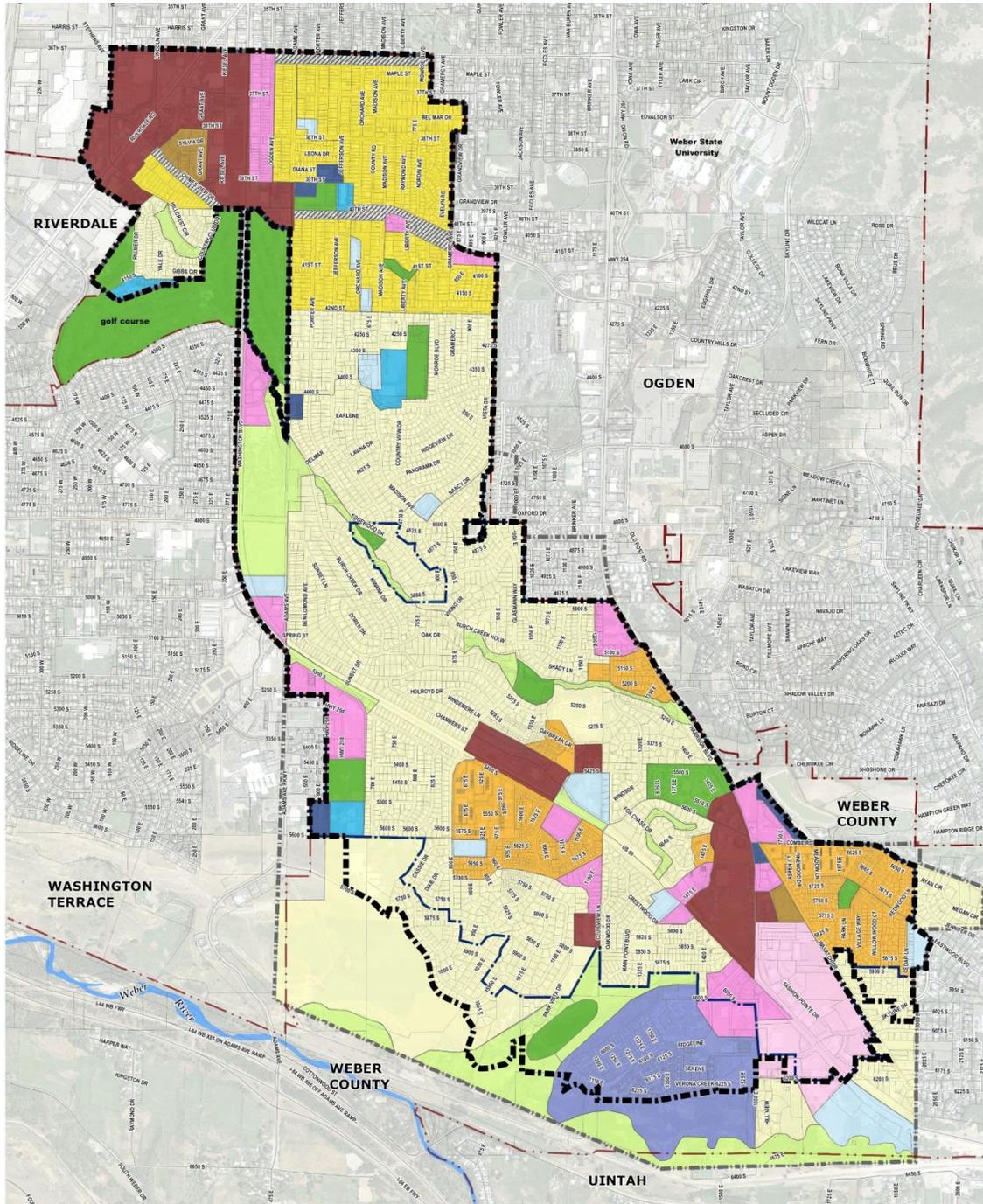
The final deliverable of this process will be a revised Land Use Chapter and Land Use Map, which should be adopted as an update to the 1997 Plan Land Use Chapter.

Review and Analysis

The *1997 Land Use and Circulation Plan* is illustrated in Map 1. In order to compare this map with the 2008 update, the original map has been converted into a digital GIS format (see Map 2). Map 3 is the Existing Land Use Map that was contained in the 2008 General Plan, reformatted and updated to reflect existing uses through 2014. Map 2 and Map 3 have been compared and analyzed, with 48 inconsistencies/conflicts indicated, as illustrated in Map 4. Most of the differences are site-specific, reflecting the difference between the vision contained



MAP 1



LEGEND

- South Ogden City Boundary
- Annexation Boundary
- 1997 City Boundary
- Municipality Boundary
- Low Density Residential (1- 5 Dwelling Units per Acre)
- Neighborhood Preservation (1- 8 Dwelling Units per Acre)
- Medium Density Residential - Single Family (6-12 Dwelling Units per Acre)
- High Density Residential (More than 12 Dwelling Units per Acre)
- Institutional
- Arterial Transition Zone
- Commercial
- Office with Limited Commercial
- Employment Based Office
- Open Space Preservation
- Park & Recreation Lands
- Government Facilities
- Schools
- Churches

1997 GENERAL PLAN
(Updated GIS Version-2014)

**South Ogden General Plan
Map Analysis**

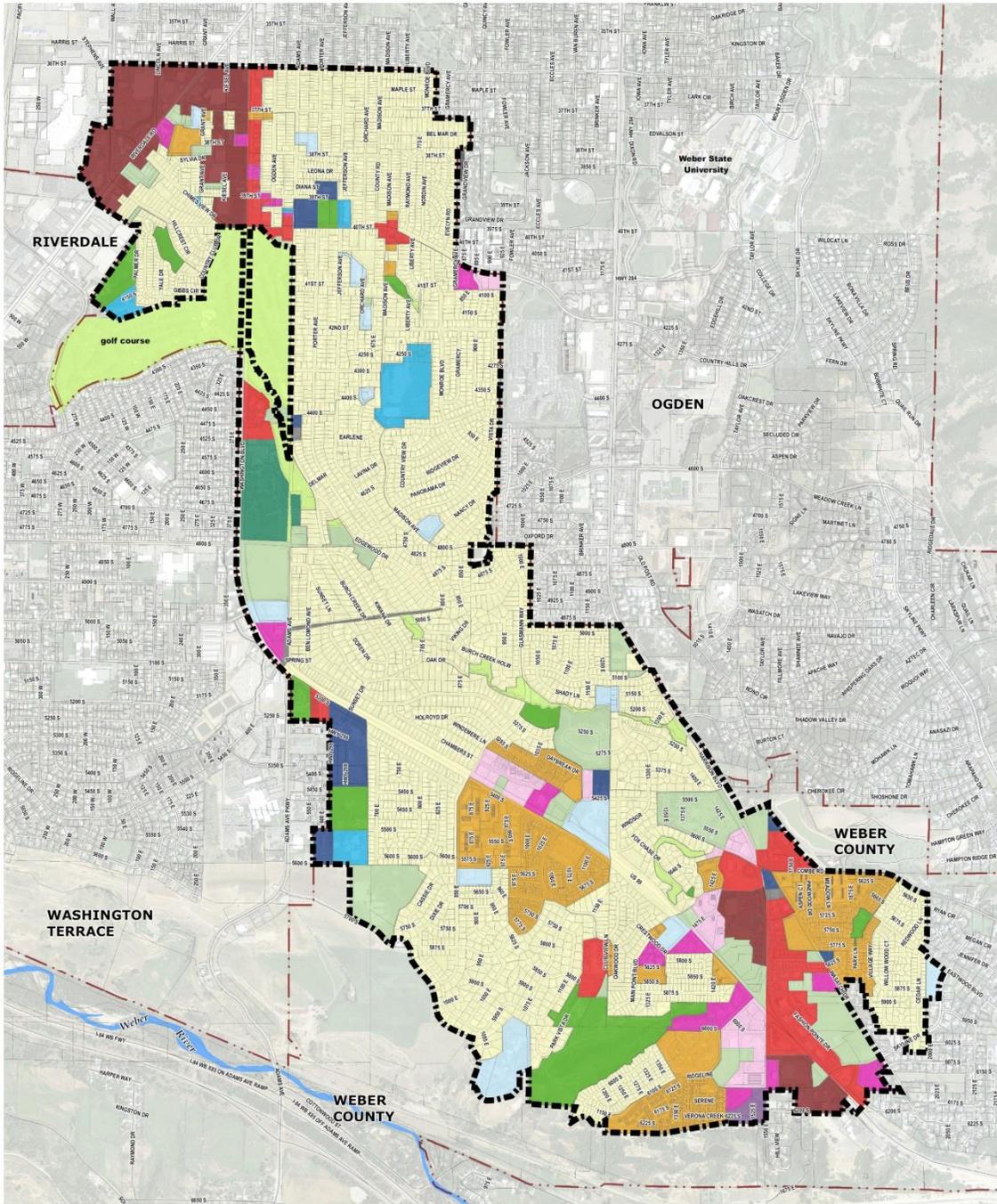
June 2014



0 0.125 0.25 0.5
Miles



MAP 2



LEGEND

- | | |
|-----------------------------|---------------------------|
| South Ogden City Boundary | Vacant/Private Open Space |
| Single Family Residential | Open Space/Golf Course |
| Multiple Family Residential | Parks |
| Regional Commercial | Cemetary |
| Neighborhood Commercial | Light Industrial |
| Office | Utilities |
| Medical Office | |
| Public | |
| School | |
| Religious | |

2008 LAND USE
(Updated GIS Version-2014)

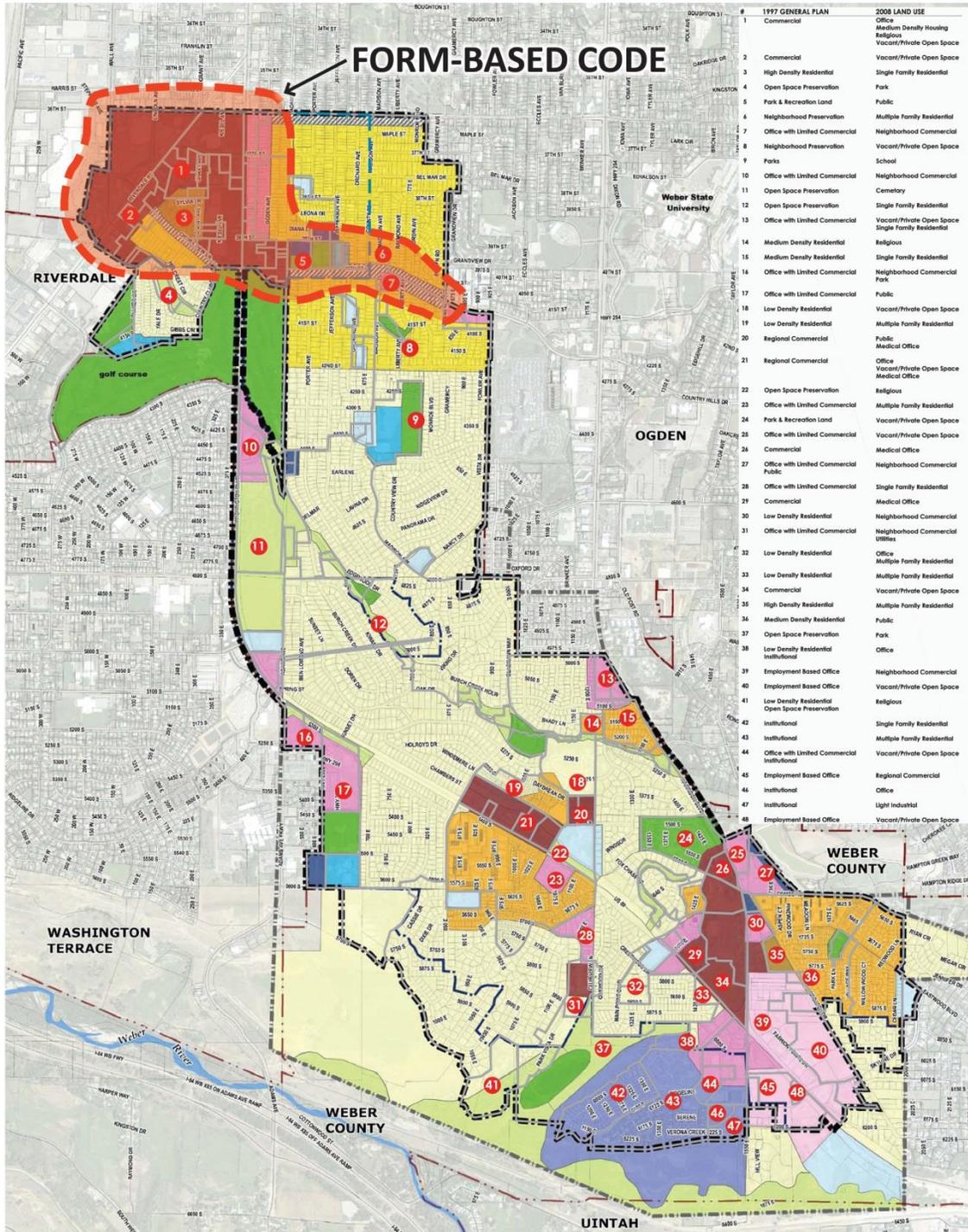
**South Ogden General Plan
Map Analysis**



Miles 0 0.125 0.25 0.5



MAP 3



FORM-BASED CODE

#	1997 GENERAL PLAN	2008 LAND USE
1	Commercial	Office
2	Commercial	Medium Density Housing
3	High Density Residential	Religious
4	Open Space Preservation	Vacant/Private Open Space
5	Park & Recreation Land	Single Family Residential
6	Neighborhood Preservation	Vacant/Private Open Space
7	Office with Limited Commercial	Park
8	Neighborhood Preservation	Public
9	Parks	Multiple Family Residential
10	Office with Limited Commercial	Neighborhood Commercial
11	Office with Limited Commercial	Vacant/Private Open Space
12	Open Space Preservation	School
13	Office with Limited Commercial	Neighborhood Commercial
14	Medium Density Residential	Neighborhood Commercial
15	Medium Density Residential	Cemetery
16	Office with Limited Commercial	Single Family Residential
17	Office with Limited Commercial	Vacant/Private Open Space
18	Low Density Residential	Religious
19	Low Density Residential	Single Family Residential
20	Regional Commercial	Neighborhood Commercial
21	Regional Commercial	Park
22	Open Space Preservation	Public
23	Office with Limited Commercial	Vacant/Private Open Space
24	Park & Recreation Land	Multiple Family Residential
25	Office with Limited Commercial	Vacant/Private Open Space
26	Commercial	Medical Office
27	Office with Limited Commercial	Neighborhood Commercial
28	Office with Limited Commercial	Public
29	Office with Limited Commercial	Single Family Residential
30	Low Density Residential	Commercial
31	Office with Limited Commercial	Neighborhood Commercial
32	Low Density Residential	Medical Office
33	Low Density Residential	Office
34	Commercial	Multiple Family Residential
35	High Density Residential	Multiple Family Residential
36	Medium Density Residential	Vacant/Private Open Space
37	Open Space Preservation	Multiple Family Residential
38	Low Density Residential	Public
39	Employment Based Office	Office
40	Employment Based Office	Neighborhood Commercial
41	Low Density Residential	Vacant/Private Open Space
42	Open Space Preservation	Religious
43	Institutional	Single Family Residential
44	Institutional	Multiple Family Residential
45	Office with Limited Commercial	Vacant/Private Open Space
46	Employment Based Office	Regional Commercial
47	Institutional	Office
48	Employment Based Office	Light Industrial
		Vacant/Private Open Space

LEGEND

- South Ogden City Boundary
- 1997 City Boundary
- 1997 Annexation Boundary
- Municipality Boundary
- 2008 Land Use
- Downtown Redevelopment
- Low Density Residential (1- 5 Dwelling Units per Acre)
- Neighborhood Preservation (1- 8 Dwelling Units per Acre)
- Medium Density Residential (6-12 Dwelling Units per Acre)
- High Density Residential (More than 12 Dwelling Units per Acre)
- Institutional
- Commercial
- Office with Limited Commercial
- Employment Based Office
- Open Space Preservation
- Park & Recreation Lands
- Government Facilities
- Schools
- Churches
- Arterial Transition Zone

South Ogden General Plan
Map Analysis



0 0.125 0.25 0.5
Miles



MAP 4

in the 1997 General Plan and the reality as developed. Updating the plan and map for these will be relatively straight-forward.

Updated Land Use Map (2016)

The following map represents the draft updated Land Use Map (2016). In addition to updating the map with a new *City Center* and *40th Street* Transition designation, it also includes the following changes:

- Incorporation of the City Center and 40th Street Corridor ideas;
- Elimination of the Arterial Transition Zone;
- Elimination of the Industrial classification; and
- Elimination of the institutional classification;

In addition, the map has been modified to address existing uses that have developed in contrast to the general plan

Draft Land Use Chapter and Map

The following draft text and map were originally presented to the Planning Commission during the August 2016 meeting and again during the September 2016 meeting. The Planning Commission requested that the map and text be modified slightly on each occasion, which have since been completed. You can view the proposed General Plan by clicking on this link.

http://www.southogdencity.com/images/uploads/documents/administration/Proposed_General_Plan_UpdateR.pdf

Recommendation

Staff believes that this update provides a clear and consistent land use vision for the city that incorporates the original 1997 general plan and the two updates that have been prepared since 1997. As such, it will be invaluable for city staff, the Planning Commission, the City Council, residents of South Ogden and developers for conveying an accurate snapshot of where the city is headed.

The following draft text and map are submitted to the Planning Commission and Council for their consideration. Some members of the planning commission believe that a comprehensive update of the general plan is needed due in part to the age of the original document and the fact that the last update was undertaken nearly eight years ago and possibly no longer reflects the community vision.

Staff nevertheless recommends that the Land Use Map and associated Text of the 1997 General Plan be adopted, and that the merits, costs and benefits of a more comprehensive update be discussed and considered as a separate action.