



TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: July 11, 2019 Council Meeting

DISCUSSION/ACTION ITEMS

- **Ordinance 19-10 – Approving a Development Agreement with Steven L. Nielsen for a Nielsen’s Frozen Custard and Diner located at 1498 E. 5600 S.** This development agreement allows for the construction of a new restaurant at this location. The Nielsen family has been in the custard business for nearly 40 years and have locations in Bountiful, South Jordan and St. George. Their restaurant brand is a 50’s diner-type restaurant. This location will serve food as well as their famous custard. In reviewing the unique characteristics of this property (topography, odd shape, etc.) it became clear that this project could not be constructed on this property IF required to meet all of the requirements of the city’s code. Although this project is compliant with the city’s overall vision and the intent of the city’s code, there are certain elements that could not be met. The proposed Development Agreement allows the restaurant to be built by carving out exceptions to the city’s code related to such things as: 1) citing of the building on the property, 2) landscaping of parking lot spaces, 3) signage, etc. The DA allows the project to move forward so long as it is constructed in accordance with the DA and in a way that does not substantially deviate from the site plan, architectural renderings and signage examples incorporated into the DA as Exhibits. The Planning Commission reviewed the DA and made a favorable recommendation to the City Council following the public hearing that was held on July 11, 2019. Staff recommends approval of Ordinance 19-10.
- **Resolution 19-38 – Approving an agreement with Momentum Glass Recycling.** This agreement allows the city to work with Republic Services to start collecting and hauling recycled glass to Momentum Glass in Salt Lake City. Momentum does not charge a fee to take the glass materials but the city will be charged for hauling of the materials from the city to Momentum Glass. Payment of the hauling of the glass will occur as a part of Republic’s regular monthly billing. The city only expects to be hauling the materials once every couple of months, once the community starts to become aware of the program and where the container will be located (City Public Works).
- **Resolution 19-39 – Approving an agreement with Staker and Parson Companies for 2019 Crack Seal Projects.** This resolution approves a contract with Staker Parson to complete chip and slurry

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seal on city streets. These expenses (\$292,168) are a part of the city's \$1,300,000 of annual road improvement monies. The chip seal project, by this contract, will be completed by Aug. 31, 2019.

- ***Resolution 19-40 – Approving poll workers for the 2019 primary election.*** This is a routine requirement of state law that requires the governing body to approve the workers who will be helping with the city's primary election for 2019.
- ***Resolution 19-41 – Parameters Resolution*** – This resolution begins the process of the city preparing to both issue new bonds (Burch Creek Park) and possibly refunding all or a portion of the city's 2009 and 2015 sales tax bonds. Parameters resolutions set the highest expected limits of what the city may consider bonding for. In the \$12,306,000 amount listed in this resolution, approximately \$6 million would be for the Burch Creek Park (although realistically we're probably only really considering \$2 - \$4 million) and the additional \$6 million would be the refunding of existing bonds. The net present value (savings and costs) of the refinancing of existing bonds is approximately \$247,000 (\$49,000 per year). On a nominal basis this equates to \$490,000 over the remaining 10 years they remain outstanding.



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

TUESDAY, JULY 16, 2019

PRE-COUNCIL WORK SESSION – 5 PM

REGULAR COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold a pre-council work session beginning at 5 pm Tuesday, July 16, 2019, in the EOC located at 3950 Adams Avenue, South Ogden, Utah. No action can or will be taken on any items discussed during pre-council work sessions. Discussion of agenda items is for clarification only.

PRE-COUNCIL WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

II. REVIEW OF AGENDA

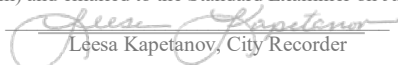
III. DISCUSSION ITEMS

A. FY2020 Budget

IV. ADJOURN

Posted to the State of Utah Website July 12, 2019

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 July 12, 2019. 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.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, JULY 16, 2019

PRE-COUNCIL WORK SESSION – 5 PM

REGULAR COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled City Council Meeting, Tuesday, July 16, 2019, 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.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

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

- II. **PUBLIC COMMENTS** – This is an opportunity to address the mayor and council with any concerns, suggestions, or praise. No action can or will be taken at this meeting on comments made.
Please limit your comments to three minutes.

III. RESPONSE TO PUBLIC COMMENT

IV. RECOGNITION OF SCOUTS AND STUDENTS

V. PRESENTATION

Fire Chief Cameron West - Promotional Badge Pinning

VI. CONSENT AGENDA

- A. Approval of June 18, 2019 Council Minutes
- B. Approval of June Warrants Register
- C. Set Date for Public Hearing (August 6, 2019 at 6pm) to Receive and Consider Comments on a Proposed Increase to Property Tax Revenue

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Ordinance 19-10** – Approving a Development Agreement with Steven L. Nielsen for a Nielsen’s Frozen Custard and Diner Located at 1498 E 5600 S
- B. Consideration of **Resolution 19-38** – Approving an Agreement with Momentum Glass Recycling
- C. Consideration of **Resolution 19-39** – Approving an Agreement With Staker and Parson for 2019 Crack Seal Road Project
- D. Consideration of **Resolution 19-40** – Approving Poll Workers for the 2019 Primary Election
- E. Consideration of **Resolution 19-41** - Parameters Resolution - Sales and Excise Tax Revenue Refunding Bonds: A Resolution Calling a Public Hearing and Authorizing Notice of Intention to Issue Not More Than \$12,306,000 Sales and Excise Tax Revenue and Refunding Bonds to Finance Park Improvements, and Related Improvements and Potentially Refunding the Sales and Excise Tax Revenue Bonds, Series 2009 and the Sales and Excise Tax Revenue and Refunding Bonds, Series 2014; and Related Matters

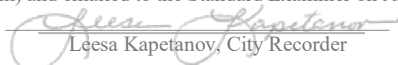
VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. ADJOURN

Posted to the State of Utah Website July 12, 2019

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Leesa Kapetanov, City Recorder

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FIRE DEPARTMENT PROMOTIONS

Clinton Miner is being promoted from Captain to Administrative Battalion Chief

Shaun Mechem is being promoted from Engineer to Captain

Mitchel Preator is being promoted from Engineer to Captain

Daniel Hennefer is being promoted from Firefighter to Engineer

Kyle Hess is being promoted from Firefighter to Engineer



**MINUTES OF THE
SOUTH OGDEN CITY COUNCIL
PRE-COUNCIL WORK SESSION AND
SPECIAL CITY COUNCIL MEETING**

TUESDAY, JUNE 18, 2019

PRE-COUNCIL WORK SESSION – 5 PM IN EOC ROOM

SPECIAL COUNCIL MEETING – 6 PM IN COUNCIL ROOM

PRE-COUNCIL WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell L. Porter, Council Members Sallee Orr, Brent Strate, Adam Hensley, Susan Stewart, and Mike Howard

STAFF MEMBERS PRESENT

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

CITIZENS PRESENT

Walt Bausman, Jerry Cottrell, Jeremy Howe

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link

http://www.southogdencity.com/document_center/Sound%20Files/CC190618_1704.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- Mayor Porter called the meeting to order at 5:05 pm and called for a motion to open
00:00:00

Council Member Hensley so moved, followed by a second from Council Member Orr. Council Members Orr, Strate, Hensley, Stewart, and Howard all voted aye.

II. REVIEW OF AGENDA

No one had questions about the agenda items.

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III. DISCUSSION ITEMS

A. FY2020 Budget

- Overview by Finance Director Steve Liebersbach
00:00:34
- Discussion by Council on various budget items, including energy taxes, utility base fees, recycling, property tax revenues, employee benefits, utility rates, and business license fees
00:02:35

IV. ADJOURN

At 6:57 pm Mayor Porter called for a motion to adjourn the work session.

Council Member Strate so moved, followed by a second from Council Member Howard. The voice vote was unanimous in favor of the motion.
00:51:50

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell L. Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, and Mike Howard

STAFF MEMBERS PRESENT

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

CITIZENS PRESENT

Terry Tillett, Joyce Hartman, Bruce Hartman, Casey Keller, Trent Nelson, Jeremy Howe, Steve Roeda, Walt Bausman, Jerry Cottrell

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link

http://www.southogdencity.com/document_center/Sound%20Files/CC190618_1805R.m
p3 or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:07 pm and called for a motion to convene.

00:00:00

Council Member Howard so moved. Council Member Hensley seconded the motion. In a voice vote Council Members Orr, Strate, Hensley, Stewart, and Howard all voted aye.

B. Prayer/Moment Of Silence

The mayor led everyone in a moment of silence.

C. Pledge Of Allegiance

Council Member Stewart led the Pledge of Allegiance.

II. PUBLIC COMMENTS

Manuel Cypers came forward to comment; however, it was determined that his comments were concerning the public hearing item, so he was asked to wait until the public hearing.

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98 **III. RESPONSE TO PUBLIC COMMENT**

99 There were no comments to respond to.

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

103 There were no scouts or students present.

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106 **V. CONSENT AGENDA**

107 A. Approving May 7, 2019 Council Minutes

108 B. Approving the May Warrants Register

- 109 • Mayor Porter read through the consent agenda and asked if there was any discussion. Seeing
110 none, he called for a motion to approve the consent agenda.

111 00:02:41

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113 **Council Member Strate moved to approve the consent agenda. The motion was seconded**
114 **by Council Member Howard. The voice vote was unanimous in favor of the motion.**

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118 **VI. PUBLIC HEARING**

119 To Receive and Consider Comments on the Following Items:

120 A. Proposed Amendments to the FY2019 Budget

121 B. Proposed FY2020 Acting Budget

122 C. City's Intent to Continue Not Charging Itself for Water, Sewer, and Storm Drain Used For
123 Normal City Operations During FY2020

124 D. Proposed Utility Franchise Fee Transfers from the Enterprise Funds to the General Fund

125

- 126 • The mayor read through the items for the public hearing and entertained a motion to open the
127 public hearing.

128 00:03:12

129 **Council Member Hensley so moved, followed by a second from Council Member Stewart**
130 **seconded the motion. The voice vote was unanimous in favor of the motion.**

131

132 The mayor invited Mr. Cyper to comment.

133 00:04:01

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135 There were no other comments from the public. Mayor Porter called for a motion to close the public
136 hearing.

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Council Member Orr so moved. Council Member Howard seconded the motion. Council Members Orr, Strate, Hensley, Stewart, and Howard all voted aye.

VII. DISCUSSION /ACTION ITEMS

A. Consideration of Ordinance 19-07 – Approving the Parks Capital Facilities Plan, Impact Fee Facility Plan, Impact Fee Analysis, and Adopting a Park Impact Fee

- Staff overview 00:05:56
- Council Discussion 00:11:40
- Motion 00:22:20

Council Member Strate moved to approve Ordinance 19-07 but with the impact fee at 80% of the maximum. The motion was seconded by Council Member Howard. Mayor Porter asked if there was any more discussion, and seeing none, he called the vote:

Council Member Orr -	Yes
Council Member Strate -	Yes
Council Member Hensley -	Yes
Council Member Stewart -	Yes
Council Member Howard -	Yes

The motion stood.

B. Consideration of Ordinance 19-08 – Amending SOCC 10-5.1B and C to Allow Temporary Outdoor Sales Lots

- Staff Overview 00:22:55
- Council discussion 00:23:57
- Motion 00:31:38

Council Member Howard moved to adopt Ordinance 19-08, followed by a second from Council Member Orr. There was no further discussion. Mayor Porter called the vote:

Council Member Stewart -	Yes
Council Member Hensley -	No
Council Member Strate -	Yes
Council Member Orr -	Yes
Council Member Howard -	Yes

Ordinance 19-06 was adopted.

C. Consideration of **Resolution 19-32** – Approving Amendments to the FY2019 Budget

- Staff overview 00:32:46 Finance Director Steve Liebersbach gave the Council a handout of the budget amendments with some changes made. See Attachment A.
- Council discussion 00:48:21
- Motion 00:51:42

Council Member Orr moved to approve Resolution 19-32. Council Member Howard seconded the motion. There was no further discussion. The mayor called the vote:

Council Member Hensley -	Yes
Council Member Stewart -	Yes
Council Member Howard -	Yes
Council Member Orr -	Yes
Council Member Strate -	Yes

The budget amendments were approved.

D. Consideration of **Resolution 19-33** – Approving and Adopting the FY2020 Acting Budget

- Staff Overview 00:52:06
- There was no discussion on this item
- Motion 00:54:04

Council Member Strate moved to adopt Resolution 19-33, followed by a second from Council Member Howard. Mayor Porter asked if there was further discussion, and seeing none, he called the vote:

Council Member Orr -	Yes
Council Member Strate -	Yes
Council Member Hensley -	Yes
Council Member Stewart -	No
Council Member Howard -	Yes

The FY2020 Acting Budget was adopted.

E. Consideration of **Resolution 19-34** – Ratifying an Agreement with Rocky Mountain Power for Participation in the Wattsmart Small Business Direct Program

- Staff overview 00:55:36
- There was no discussion on this item
- Motion 00:57:50

Council Member Howard moved to adopt Resolution 19-34. The motion was seconded by Council Member Orr. After determining there was no further discussion, Mayor Porter called the vote:

Council Member Hensley-	Yes
Council Member Strate -	Yes
Council Member Stewart-	Yes
Council Member Orr-	Yes
Council Member Howard-	Yes

Resolution 19-34 was adopted.

F. Consideration of Resolution 19-35 – Approving an Interlocal Agreement With Riverdale City for Cooperative Fire Services

- Staff overview 00:58:09
- The Council complimented Fire Chief Cameron West for working out the agreement with Riverdale 00:58:42
- Motion 00:59:29

Council Member Howard moved to adopt Resolution 19-35. Council Member Strate seconded the motion. There was no further discussion. Mayor Porter called the vote:

Council Member Howard-	Yes
Council Member Stewart-	Yes
Council Member Hensley-	Yes
Council Member Orr-	Yes
Council Member Strate-	Yes

The Interlocal agreement with Riverdale City was approved.

G. Consideration of Resolution 19-36 - Approving the City Manager's Contract

- Mayor overview 01:00:15
- Council discussion 01:00:36
- Motion 01:00:57

Council Member Howard moved to approve Resolution 19-36, followed by a second from Council Member Hensley. There was no further discussion. Mayor Porter called the vote:

Council Member Orr-	Yes
Council Member Strate-	Yes
Council Member Hensley-	Yes
Council Member Stewart-	No
Council Member Howard-	Yes

Resolution 19-36 was adopted.

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270 **VIII. DISCUSSION ITEMS**

271 A. Parks Capital Facilities Plan and Impact Fee Amending SOCC Title 10, Adding a Definition of
272 a Drive-Thru and Making Other Necessary Changes

273 • Staff overview 01:01:24

274 • Council discussion 01:03:01

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277 **X. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING**

278 • At 7:16 pm, Mayor Porter called for a motion

279 01:09:21

280 Council Member Howard moved to recess City Council meeting and enter into a CDRA Board
281 meeting. Council Member Orr seconded the motion. The voice vote was unanimous in favor of
282 the motion.

283 See separate minutes

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286 **XI. RECONVENE AS SOUTH OGDEN CITY COUNCIL**

287 Motion from CDRA meeting:

288 At 8:09 pm, Board Member Strate moved to close the CDRA Board meeting and reconvene as
289 the City Council, followed by a second from Board Member Howard. All present voted aye.

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292 **XII. REPORTS/DIRECTION TO CITY MANAGER**

293 A. City Council Members

294 • Council Member Stewart- Nothing to report

295 • Council Member Hensley- 02:03:25

296 • Council Member Orr- 02:06:47

297 • Council Member Howard- 02:08:32

298 • Council Member Strate- 02:08:53

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300 B. City Manager: 02:11:42

301 C. City Attorney: Not present

302 E. Mayor 02:18:01

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306 **XIII. ADJOURN**

307 • Mayor Porter called for a motion to adjourn

308 02:20:33

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Council Member Orr so moved. The motion was seconded by Council Member Howard. All present voted aye.

The meeting adjourned at 8:28 pm.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council Work Session and Council Meeting held Tuesday, June 18, 2019.


Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A

Handout from Finance Director Steve Liebersbach

South Ogden City

June 18, 2019

Fiscal Year 2019

Budget Amendment

	Current Budget	New Budget	Difference +/-
10-33-600 State/Local Grants	\$1,134,074	\$1,130,079	\$5,005
10-55-112 Overtime - Police	\$35,000	\$35,622	\$622
10-55-230 Travel & Training - Police	\$15,500	\$16,404	\$904
10-55-245 Clothing Contract - Police	\$20,000	\$23,479	\$3,479
* Over-time monies - \$622			
* Extraterritorial reimbursements - \$904			
* JAG grant - \$3,479			
10-36-601 Donations to South Ogden City	\$16,704	\$31,864	\$14,960
10-55-247 Animal Control Costs - Police	\$51,617	\$54,577	\$2,960
10-55-700 Small Equipment - Police	\$34,000	\$46,000	\$12,000
* Animal donations received - \$2,960			
* Washington Heights body armor donation - \$12,000			
10-36-900 Miscellaneous Revenue	\$24,726	\$28,955	\$4,229
10-49-291 Newsletter Printing - Non-Dept	\$7,500	\$9,450	\$1,950
10-60-480 Special Dept. Supplies - Streets	\$19,000	\$21,279	\$2,279
* Newsletter advertisements - \$1,950			
* Insurance proceeds - \$2,279			
58-30-210 Miscellaneous Revenue - Ambulance Fund	\$7,214	\$10,269	\$3,055
58-40-700 Small Equipment - Ambulance Fund	\$0	\$3,055	\$3,055
* EMS per capital grant - pumpulance outfittings			
10-49-400 Unreserved - Non-Dept	\$164,253	\$100,897	(\$63,356)
10-44-750 Capital Outlay - Administration	\$9,122	\$11,292	\$2,170
10-55-750 Capital Outlay - Police	\$515,978	\$517,124	\$1,146
10-57-750 Capital Outlay - Fire	\$1,015,000	\$1,022,572	\$7,572
10-60-750 Capital Outlay - Streets	\$1,077,736	\$1,080,812	\$3,076
10-70-750 Capital Outlay - Parks	\$347,264	\$349,165	\$1,901
10-71-750 Capital Outlay - Recreation	\$0	\$2,291	\$2,291
10-55-110 Full Time Wages - Police	\$1,558,547	\$1,584,747	\$26,200
10-57-110 Salaries & Wages - Fire	\$870,588	\$890,588	\$20,000
* Re-allocate computer monies - \$18,156			
* Bonuses for police - \$25,200			
* Bonuses for fire - \$20,000			
10-43-275 State Surcharge - Court	\$140,000	\$150,000	\$10,000
10-44-310 Professional & Technical - Admin	\$9,554	\$14,554	\$5,000
10-44-600 Service Charges - Admin	\$36,254	\$40,254	\$4,000
10-49-130 Retirement Benefits - Non-Dept	\$20,496	\$27,896	\$7,400
10-49-200 Workers Compensation - Non-Dept	\$121,720	\$127,950	\$6,230
10-52-240 Commercial Form Based Zoning - Planning & Zoning	\$5,000	\$9,925	\$4,925
10-52-310 Professional & Technical - Planning & Zoning	\$80,000	\$89,000	\$9,000
10-36-100 Interest Income	\$61,000	\$107,555	\$46,555
* Various departmental clean-up			
10-57-112 Overtime - Fire	\$70,743	\$180,743	\$110,000
10-39-800 Appropriated Fund Balance - General Fund	\$473,035	\$583,035	\$110,000
58-40-112 Overtime - Ambulance Fund	\$17,686	\$44,686	\$27,000
58-30-890 Appropriated Fund Balance - Ambulance Fund	\$121,890	\$148,890	\$27,000
* Fire Department - Cameron			
10-60-300 Gas, Oil & Tires - Streets Dept.	\$18,000	\$23,500	\$5,500
10-58-300 Gas, Oil & Tires - Inspections Dept.	\$1,000	\$2,000	\$1,000
10-39-800 Appropriated Fund Balance - General Fund	\$583,035	\$589,535	\$6,500
* Streets/Inspections Dept. - Jon			
10-70-750 Capital Outlay - Parks	\$349,165	\$373,385	\$24,200
10-60-750 Capital Outlay - Streets	\$966,214	\$963,362	(\$2,852)
10-36-400 Sale of Fixed Assets	\$292,529	\$339,967	\$47,338
10-60-310 Professional & Technical - Streets	\$23,000	\$28,960	\$5,960
* Parks Dept. - Jon			
* Streets Dept.			
10-39-160 Lease Financing - General Fund	\$2,688,792	\$2,418,490	(\$270,302)
10-55-750 Capital Outlay - Police	\$517,124	\$381,420	(\$135,704)
10-60-750 Capital Outlay - Streets	\$1,080,812	\$966,214	(\$114,598)
* Remove lease items - will be in FY 2020			
10-39-800 Appropriated Fund Balance - General Fund	\$589,535	\$1,389,535	\$800,000
10-80-230 Transfer to Capital Projects Fund - General Fund	\$97,058	\$897,058	\$800,000
40-30-400 Transfer in from General Fund - Capital Projects Fund	\$97,058	\$897,058	\$800,000
40-40-850 Transfer to Retained Earning - Capital Projects Fund	\$750	\$800,750	\$800,000
* Transfer excess funds to CPF			

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Steve

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ATTACHMENT B

Presentation by Casey Keller



Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
01-11750	UTILITY CASH CLEARING			
1290	BATEMAN, ALAN	06/05/2019	06/19/2019	13.74
7890	JENSEN, SHARON & DANIEL	06/05/2019	06/19/2019	33.69
8105	JOLLEY, BRITTANY & MICHAEL	06/14/2019	06/19/2019	408.79
25481	WILCOXEN AMANDA	06/14/2019	06/19/2019	230.00
25758	LINSCOMB, DUSTIN & LORRAINE	06/14/2019	06/19/2019	12.32
25759	THOMAS, ROGER	06/05/2019	06/19/2019	15.66
25760	SELLERS, WARREN & AMY	06/05/2019	06/19/2019	10.88
25761	SCHENK, TREVOR	06/05/2019	06/19/2019	14.38
25763	MAJOR, ANITA	06/05/2019	06/19/2019	7.92
25764	HOLMES, CASEY	06/05/2019	06/19/2019	25.74
25765	GEDDES, BENJAMIN & KATHRYN	06/05/2019	06/19/2019	16.27
25766	GAITAN, ENRIQUE	06/05/2019	06/19/2019	151.83
25767	ECKERSLEY, CLARK	06/05/2019	06/19/2019	76.30
25768	BRIDGES, ELAINE	06/05/2019	06/19/2019	124.11
25769	BAUR, DYLAN & KARLEE	06/05/2019	06/19/2019	51.76
25770	WILLIAMS, KERA & BRAD	06/05/2019	06/19/2019	15.26
25771	EVANETICH, DARRYL	06/05/2019	06/19/2019	32.02
25772	KENNEY, KRISTI	06/14/2019	06/19/2019	555.19
10-13100	ACCOUNTS RECEIVABLE - OTHER			
4050	DELTA AIR	06/24/2019	06/27/2019	882.60
10-22230	STATE WITHHOLDING PAYABLE			
16365	UTAH STATE TAX COMMISSION	06/07/2019	06/27/2019	8,657.79
16365	UTAH STATE TAX COMMISSION	06/21/2019	06/27/2019	8,375.88
10-22260	UNION DUES PAYABLE			
17090	WEBER COUNTY LODGE #1	05/10/2019	06/27/2019	42.64
17090	WEBER COUNTY LODGE #1	05/10/2019	06/27/2019	42.64
17090	WEBER COUNTY LODGE #1	05/10/2019	06/27/2019	42.64
17090	WEBER COUNTY LODGE #1	06/07/2019	06/27/2019	42.64
17090	WEBER COUNTY LODGE #1	06/07/2019	06/27/2019	42.64
17090	WEBER COUNTY LODGE #1	06/07/2019	06/27/2019	42.64
10-22276	United Way Payable			
16045	UNITED WAY	05/10/2019	06/27/2019	22.00
16045	UNITED WAY	05/24/2019	06/27/2019	22.00
16045	UNITED WAY	06/07/2019	06/27/2019	22.00
16045	UNITED WAY	06/21/2019	06/27/2019	22.00
10-22277	Misc P/R Deduct			
16537	VASA FITNESS	06/05/2019	06/12/2019	118.93
10-22278	Wash Natn'l Ins Payable			
16905	WASHINGTON NATIONAL INS. CO.	06/01/2019	06/27/2019	1,070.40
25786	SMITHEY, BRODEY	06/21/2019	06/27/2019	75.50
10-22280	AFLAC/Colonial Ins. Payable			
320	AFLAC	06/11/2019	06/27/2019	86.21
3306	COLONIAL LIFE	05/26/2019	06/27/2019	248.18
10-22282	HEALTH INSURANCE PAYABLE			
11665	PEHP GROUP INSURANCE	06/20/2019	06/27/2019	73,749.44
10-22283	EyeMed Vision Payable			
11665	PEHP GROUP INSURANCE	06/20/2019	06/27/2019	554.77
10-22285	GARNISHMENTS PAYABLE			
11040	OFFICE OF RECOVERY SERVICES	06/07/2019	06/12/2019	1,200.00
11040	OFFICE OF RECOVERY SERVICES	06/07/2019	06/12/2019	173.40
11040	OFFICE OF RECOVERY SERVICES	06/07/2019	06/12/2019	125.54
11040	OFFICE OF RECOVERY SERVICES	06/07/2019	06/12/2019	333.06
11040	OFFICE OF RECOVERY SERVICES	06/21/2019	06/27/2019	1,200.00
11040	OFFICE OF RECOVERY SERVICES	06/21/2019	06/27/2019	173.40
11040	OFFICE OF RECOVERY SERVICES	06/21/2019	06/27/2019	125.54
11040	OFFICE OF RECOVERY SERVICES	06/21/2019	06/27/2019	386.96
15945	UHEAA	06/07/2019	06/27/2019	89.78

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
15945	UHEAA	06/21/2019	06/27/2019	62.21
10-23200	Community Facility Deposit			
1125	BALLARD, GLENN	06/06/2019	06/12/2019	25.00
10-23230	PARK BOWERY DEPOSITS PAYABLE			
220	ADAMS, CRAIG	06/14/2019	06/19/2019	25.00
1490	BERGESON, COLLEEN	06/24/2019	06/27/2019	25.00
2755	CASSITY IMPLANTS & PERIODONTICS	06/13/2019	06/19/2019	25.00
25408	SOLARES, CLAUDIA	06/24/2019	06/27/2019	25.00
25747	RODRIQUEZ, ANGEL	06/06/2019	06/12/2019	25.00
25748	SANTISTEVAN, ANGELA	06/06/2019	06/12/2019	25.00
25777	GABBITAS, JAKE	06/17/2019	06/19/2019	25.00
25778	CHASTON, BRITTANY	06/13/2019	06/19/2019	25.00
25779	BALLI, CARRIE	06/13/2019	06/19/2019	25.00
25780	TUVESON, JEFF	06/13/2019	06/19/2019	25.00
25789	POOWEGUP, LILA	06/24/2019	06/27/2019	25.00
10-23260	BAIL HELD IN TRUST PAYABLE			
13760	SHAW, AMY	05/22/2019	06/12/2019	350.00
25752	LANGSTON, ELSIE ROSELAND	05/30/2019	06/12/2019	525.00
25752	LANGSTON, ELSIE ROSELAND	05/30/2019	06/12/2019	400.00-
25752	LANGSTON, ELSIE ROSELAND	06/19/2019	06/27/2019	100.00
25787	BERNAL, MICHELLE ANN	06/20/2019	06/27/2019	1,495.00
25787	BERNAL, MICHELLE ANN	06/20/2019	06/27/2019	1,345.00-
10-32-100	Business Licenses			
25738	JIFFY LUBE	05/29/2019	06/05/2019	190.00
25739	US MRI	05/29/2019	06/05/2019	116.00
25740	CHILDREN'S CLASSIC	05/29/2019	06/05/2019	130.00
10-35-200	Fines- Regular			
25549	HARRINGTON MICHAEL	04/14/2019	06/05/2019	75.00
25549	HARRINGTON MICHAEL	05/09/2019	06/05/2019	75.00
25549	HARRINGTON MICHAEL	06/06/2019	06/19/2019	75.00
10-36-900	Misc. Revenue			
15383	THE WESTIN HOTEL	05/21/2019	06/27/2019	42.87
10-41-230	Travel & Training			
729	APA - UTAH	05/03/2019	06/05/2019	77.00
10-41-240	Supplies			
535	AMAZON.COM	06/05/2019	06/27/2019	19.30
535	AMAZON.COM	06/05/2019	06/27/2019	58.74
10-42-230	Travel & Training			
25773	MARKER LAW MEDIATION	06/03/2019	06/19/2019	370.37
10-42-320	Prosecutorial Fees			
12040	POLL, BRANDON L.	05/20/2019	06/12/2019	200.00
10-43-240	Office Supplies			
8925	LEFAVOR ENVELOPE CO.	06/19/2019	06/27/2019	110.00
8925	LEFAVOR ENVELOPE CO.	06/19/2019	06/27/2019	105.50
10-43-275	State Surcharge			
16375	UTAH STATE TREASURER	05/31/2019	06/05/2019	11,630.60
10-43-300	Public Defender Fees			
2355	BUSHELL, RYAN	05/31/2019	06/27/2019	1,500.00
10-43-310	Professional & Technical			
5770	GAYLORD, LUTHER	05/30/2019	06/05/2019	39.80
5770	GAYLORD, LUTHER	05/30/2019	06/05/2019	59.70
5770	GAYLORD, LUTHER	05/30/2019	06/05/2019	39.80
8760	LANGUAGE LINE SERVICES	05/31/2019	06/12/2019	7.78
14950	SUPERIOR WATER AND AIR, INC.	06/01/2019	06/19/2019	24.95
25252	CERTIFIED SHRED INC.	06/11/2019	06/27/2019	19.66
10-43-330	Witness Fees			
25753	HENDERSON, KARLA	06/10/2019	06/12/2019	18.50
25754	HENDERSON, CHRISTOPHER	06/10/2019	06/12/2019	18.50

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
25755	HENDERSON, MICHAEL	06/10/2019	06/12/2019	18.50
10-43-700	Small Equipment			
1510	BEST BUY	05/07/2019	06/05/2019	49.99
10-44-210	Books, Subscriptions & Member			
16320	UTAH LEAGUE OF CITIES & TOWNS	06/25/2019	06/27/2019	68.30
10-44-230	Travel & Training			
12350	QRT	06/12/2019	06/19/2019	24.00
25051	TEEL, JEANNINE	06/26/2019	06/27/2019	127.52
10-44-240	Office Supplies & Miscell			
2870	CES & R, LLC	06/17/2019	06/27/2019	555.00
14500	STAPLES	05/18/2019	06/05/2019	6.78
14500	STAPLES	06/19/2019	06/27/2019	1,424.41
14500	STAPLES	06/22/2019	06/27/2019	41.00
10-44-280	Telephone			
935	AT&T MOBILITY	05/20/2019	06/05/2019	40.04
10-44-310	Professional & Technical			
6675	HEALTH EQUITY INC	06/01/2019	06/12/2019	141.75
6675	HEALTH EQUITY INC	06/01/2019	06/12/2019	2.25-
6675	HEALTH EQUITY INC	06/01/2019	06/12/2019	2.25-
6675	HEALTH EQUITY INC	06/01/2019	06/12/2019	2.25-
6675	HEALTH EQUITY INC	06/01/2019	06/12/2019	2.25-
6675	HEALTH EQUITY INC	06/01/2019	06/12/2019	2.25-
10580	NATIONAL BENEFITS SERVICES	05/31/2019	06/05/2019	52.00
14950	SUPERIOR WATER AND AIR, INC.	05/30/2019	06/05/2019	24.95
25252	CERTIFIED SHRED INC.	06/11/2019	06/27/2019	39.34
10-44-750	Capital Outlay			
2810	CDW-G	05/15/2019	06/12/2019	2,170.00
10-49-130	Retirement Benefits			
11665	PEHP GROUP INSURANCE	06/20/2019	06/27/2019	538.38
10-49-250	Unemployment			
16250	UTAH DEPT OF WORKFORCE SVC	06/01/2019	06/12/2019	100.48
10-49-290	City Postage			
15355	THE MAIL ROOM, ETC.	06/13/2019	06/19/2019	18,500.00
10-49-291	Newsletter Printing			
490	ALPHAGRAPHS	05/30/2019	06/05/2019	585.47
9375	MAILCHIMP	06/03/2019	06/05/2019	30.00
10-49-320	Professional & Technical			
14514	STATE OF UTAH - ENTITY REGISTRATION	06/03/2019	06/05/2019	50.00
10-49-321	I/T Supplies			
535	AMAZON.COM	06/04/2019	06/05/2019	17.99
535	AMAZON.COM	06/04/2019	06/05/2019	5.49
535	AMAZON.COM	06/25/2019	06/27/2019	16.59
535	AMAZON.COM	06/25/2019	06/27/2019	117.74
535	AMAZON.COM	06/25/2019	06/27/2019	88.96
10-49-322	Computer Contracts			
5000	EXECUTECH	04/30/2019	06/12/2019	105.00
5000	EXECUTECH	05/31/2019	06/27/2019	105.00
17165	WEEBLY	06/04/2019	06/05/2019	7.95
25746	1 PASSWORD	06/04/2019	06/05/2019	35.88
10-49-323	City-wide Telephone			
2860	CENTURY LINK	06/01/2019	06/19/2019	185.85
3325	COMCAST	05/19/2019	06/12/2019	329.11
3325	COMCAST	06/15/2019	06/27/2019	329.11
10-49-324	City-wide Internet			
2860	CENTURY LINK	05/15/2019	06/12/2019	551.93
2860	CENTURY LINK	06/15/2019	06/27/2019	551.93
10-49-520	Employee Assistance Plan			
1695	BLOMQUIST HALE CONSULTING GROU	06/03/2019	06/12/2019	300.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-49-597	Employee Recognition Prog			
2310	BURLEIGH, ELAINE	05/28/2019	06/05/2019	45.38
14500	STAPLES	06/11/2019	06/27/2019	18.49
10-49-600	Community Programs			
9505	MARK H. BOTT COMPANY	05/23/2019	06/12/2019	1,026.00
10-49-700	Small Equipment			
15912	UBIQUITI NETWORKS	06/10/2019	06/27/2019	1,750.00
10-49-750	Capital Outlay			
9505	MARK H. BOTT COMPANY	05/23/2019	06/12/2019	4,115.00
10-51-260	Senior Center Maint & Util			
12965	ROCKY MOUNTAIN POWER	05/29/2019	06/12/2019	161.85
16410	UTILITEM	06/06/2019	06/19/2019	17.82
10-51-262	Old City Hall Utilities			
4350	DOMINION ENERGY	05/30/2019	06/12/2019	38.65
12965	ROCKY MOUNTAIN POWER	05/29/2019	06/12/2019	339.28
10-51-263	Fire Station #82 Utilities			
12965	ROCKY MOUNTAIN POWER	05/31/2019	06/19/2019	403.61
10-51-264	Station #82 Maintenance			
5210	FERGUSON ENTERPRISES, INC.	09/24/2018	06/27/2019	6.93-
8095	JOHNSTONE SUPPLY	04/26/2019	06/12/2019	8.25
10-51-265	Cleaning Contract			
2385	BUTTARS CLEANING	06/04/2019	06/12/2019	500.00
12545	RECOMMENDED BUILDING MAINTENAN	06/01/2019	06/05/2019	1,299.50
10-51-270	New City Hall Maintenance			
1295	BATTERIES PLUS	05/23/2019	06/12/2019	95.80
3095	CINTAS CORPORATION	05/31/2019	06/12/2019	49.45
3095	CINTAS CORPORATION	06/14/2019	06/27/2019	49.45
3395	CONSOLIDATED ELECTRICAL DIST.	06/10/2019	06/27/2019	20.16
7145	HOME DEPOT CREDIT SERVICES	05/14/2019	06/12/2019	190.77
7145	HOME DEPOT CREDIT SERVICES	05/02/2019	06/12/2019	17.43
7920	JERRY'S PLUMBING SPECIALTIES	06/12/2019	06/27/2019	17.01
8005	JOHNSON CONTROLS	05/17/2019	06/12/2019	1,105.76
8095	JOHNSTONE SUPPLY	06/04/2019	06/12/2019	60.00
12545	RECOMMENDED BUILDING MAINTENAN	06/01/2019	06/05/2019	187.98
12925	ROBERTSON, CHERYL	06/01/2019	06/19/2019	150.00
13690	SERVCO	06/11/2019	06/27/2019	250.00
17385	WHITEHEAD WHOLESALE ELECTRIC	05/28/2019	06/12/2019	16.00
17385	WHITEHEAD WHOLESALE ELECTRIC	06/05/2019	06/27/2019	20.40
10-51-275	New City Hall Utilities			
12965	ROCKY MOUNTAIN POWER	05/29/2019	06/12/2019	5,005.55
10-52-120	Commission Allowance			
1910	BRADLEY, JOHN	06/17/2019	06/19/2019	450.00
8155	JONES, JERRY B	06/17/2019	06/19/2019	400.00
8875	LAYTON, MIKE	06/17/2019	06/19/2019	450.00
12285	PRUESS, STEVE	06/17/2019	06/19/2019	450.00
13115	ROUNDS, RAYMOND	06/17/2019	06/19/2019	400.00
25173	HOWE, JEREMY	06/17/2019	06/19/2019	400.00
25327	AMOS, SCOTT	06/17/2019	06/19/2019	450.00
10-52-310	Professional & Technical Servi			
8740	LANDMARK DESIGN	06/03/2019	06/12/2019	5,096.28
10-55-131	WTC - A/C Contract			
16590	VERIZON WIRELESS	05/24/2019	06/12/2019	40.01
10-55-132	Liquor Funds Expenditures			
16070	UPS	05/28/2019	06/05/2019	23.70
16070	UPS	06/05/2019	06/12/2019	9.90
16070	UPS	06/10/2019	06/12/2019	48.88
16070	UPS	06/17/2019	06/19/2019	33.60
16070	UPS	06/24/2019	06/27/2019	53.16

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-55-150	Death Benefit Ins. - Police			
11665	PEHP GROUP INSURANCE	06/20/2019	06/27/2019	26.60
10-55-210	Mbrshps, Bks & Sub - Police			
535	AMAZON.COM	06/12/2019	06/27/2019	119.00
10-55-230	Travel & Training - Police			
3030	CHRISTENSEN, SCOTT	06/03/2019	06/05/2019	122.00
6490	HARDMAN, TODD	06/03/2019	06/05/2019	122.00
13307	SLC POLICE DEPARTMENT	06/10/2019	06/12/2019	199.00
25404	UTAH GANG INVESTIGATORS ASSOC.	06/19/2019	06/27/2019	175.00
25783	LINQ HOTEL	06/05/2019	06/19/2019	15.00
25783	LINQ HOTEL	06/04/2019	06/19/2019	109.69
25783	LINQ HOTEL	06/04/2019	06/19/2019	109.69
10-55-240	Office Supplies - Police			
12830	RICOH USA, INC	05/23/2019	06/05/2019	146.15
14500	STAPLES	06/06/2019	06/19/2019	117.96
14500	STAPLES	05/02/2019	06/19/2019	404.56
14500	STAPLES	05/02/2019	06/19/2019	21.30
10-55-245	Clothing Contract - Police			
150	A-1 UNIFORMS	05/02/2019	06/19/2019	6.88
150	A-1 UNIFORMS	06/13/2019	06/19/2019	130.00
150	A-1 UNIFORMS	06/13/2019	06/19/2019	130.00
150	A-1 UNIFORMS	06/12/2019	06/27/2019	101.76
150	A-1 UNIFORMS	06/11/2019	06/27/2019	141.64
150	A-1 UNIFORMS	06/06/2019	06/27/2019	195.52
150	A-1 UNIFORMS	06/05/2019	06/27/2019	198.52
3780	CURTIS BLUE LINE	06/07/2019	06/27/2019	98.25
15045	SYMBOL ARTS	05/28/2019	06/19/2019	255.00
15415	THOMASON, RANDY	05/24/2019	06/19/2019	18.40
25782	COP QUEST INC.	06/11/2019	06/19/2019	291.90
10-55-246	Special Dept Supplies - Police			
1011	AXON ENTERPRISES, INC.	06/07/2019	06/19/2019	119.80
2810	CDW-G	05/14/2019	06/12/2019	573.00
5040	FACEBOOK ADS	06/03/2019	06/05/2019	3,596.02
6360	HALO BRANDED SOLUTIONS, INC.	06/10/2019	06/19/2019	225.00
9810	McDONALDS	06/05/2019	06/19/2019	7.93
14950	SUPERIOR WATER AND AIR, INC.	06/10/2019	06/12/2019	24.95
15595	TONY'S PIZZA	05/21/2019	06/05/2019	27.70
25756	ENENCE	06/05/2019	06/12/2019	89.00
10-55-247	Animal Control Costs			
695	ANIMAL CARE VETERINARY HOSPITAL	05/31/2019	06/19/2019	2,252.30
9285	MACEY'S	06/05/2019	06/12/2019	20.98
10965	NORTHSIDE ANIMAL CLINIC	06/13/2019	06/19/2019	276.00
16665	VISTAPRINT	05/31/2019	06/05/2019	311.52
16665	VISTAPRINT	06/03/2019	06/12/2019	21.06-
17110	WEBER COUNTY TRANSFER STATION	04/02/2019	06/27/2019	10.00
17110	WEBER COUNTY TRANSFER STATION	04/25/2019	06/27/2019	10.00
17110	WEBER COUNTY TRANSFER STATION	03/31/2019	06/27/2019	10.00-
10-55-248	Vehicle Maintenance - Police			
1295	BATTERIES PLUS	06/20/2019	06/27/2019	170.90
1750	BOLT & NUT SUPPLY COMPANY	05/08/2019	06/19/2019	33.03
4095	DE'S KEY SERVICE	05/31/2019	06/19/2019	48.11
5260	FIRST CALL (O'REILLY)	05/31/2019	06/12/2019	93.46
10570	NAPA AUTO PARTS	05/09/2019	06/19/2019	26.88
10570	NAPA AUTO PARTS	05/07/2019	06/19/2019	174.00
13325	SAM T. EVANS	05/23/2019	06/19/2019	44.00
15055	T.J. TRAILER	05/13/2019	06/19/2019	372.93
15055	T.J. TRAILER	05/15/2019	06/19/2019	357.06
15055	T.J. TRAILER	05/16/2019	06/19/2019	20.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
16560	VEHICLE LIGHTING SOLUTIONS	05/03/2019	06/19/2019	102.57
17320	WESTLAND FORD	05/21/2019	06/12/2019	44.85
17320	WESTLAND FORD	05/31/2019	06/12/2019	58.61
17320	WESTLAND FORD	06/06/2019	06/19/2019	39.86
17320	WESTLAND FORD	05/21/2019	06/19/2019	309.81
17320	WESTLAND FORD	06/19/2019	06/27/2019	19.76
25775	AUDIO EXTREME	05/23/2019	06/19/2019	69.95
10-55-250 Equipment Maintenance - Police				
25757	DELTRAN USA, LLC	06/05/2019	06/12/2019	56.47
10-55-280 Telephone/Internet - Police				
935	AT&T MOBILITY	05/20/2019	06/05/2019	544.13
14435	SPRINT	05/28/2019	06/19/2019	458.25
16590	VERIZON WIRELESS	05/24/2019	06/12/2019	207.23
10-55-300 Gas, Oil & Tires - Police				
7725	JACK'S TIRE & OIL, INC.	06/17/2019	06/27/2019	668.80
14525	STATE OF UTAH GAS CARD-FUELMAN	06/03/2019	06/27/2019	4,472.44
25781	ARCO GASOLINE	06/04/2019	06/19/2019	57.53
25784	SUNMART	06/04/2019	06/19/2019	35.65
25785	SHELL - CEDAR CITY	06/05/2019	06/19/2019	37.06
10-55-310 Professional & Tech - Police				
7565	INTERMOUNTAIN WORK MED	06/01/2019	06/19/2019	50.00
7565	INTERMOUNTAIN WORK MED	06/01/2019	06/19/2019	25.00
7565	INTERMOUNTAIN WORK MED	06/01/2019	06/19/2019	50.00
7565	INTERMOUNTAIN WORK MED	06/01/2019	06/19/2019	55.00
25252	CERTIFIED SHRED INC.	05/22/2019	06/05/2019	30.00
10-55-329 Computer Repairs - Police				
535	AMAZON.COM	05/20/2019	06/12/2019	29.99
4200	DIGITAL RIVER	05/23/2019	06/05/2019	349.50
25745	GPS GATE	06/04/2019	06/05/2019	25.34
10-55-450 K-9				
207	ACTIVEDOGS.COM	05/07/2019	06/05/2019	199.95-
535	AMAZON.COM	05/30/2019	06/05/2019	41.90
3495	COSTCO	06/19/2019	06/27/2019	52.93-
10-55-650 Lease Payments - Police				
7193	HORSE POWER FLEET	05/31/2019	06/27/2019	4,000.00
7193	HORSE POWER FLEET	05/31/2019	06/27/2019	4,000.00
7193	HORSE POWER FLEET	05/31/2019	06/27/2019	4,000.00
10-55-700 Small Equipment - Police				
535	AMAZON.COM	06/05/2019	06/12/2019	182.14
535	AMAZON.COM	06/10/2019	06/12/2019	91.07
13310	SALT LAKE WHOLESALE SPORTS	06/06/2019	06/12/2019	724.00
13335	SAMS CLUB	06/05/2019	06/12/2019	698.00
10-57-230 Travel & Training				
12510	RASMUSSEN, RICK	06/18/2019	06/19/2019	148.24
25744	HANDOVER CITGO	04/28/2019	06/05/2019	26.27
10-57-240 Office Supplies & Expense				
535	AMAZON.COM	06/18/2019	06/27/2019	12.99
535	AMAZON.COM	06/18/2019	06/27/2019	37.89
10-57-246 Special Department Supplies				
490	ALPHAGRAPHS	06/11/2019	06/19/2019	354.11
535	AMAZON.COM	05/29/2019	06/05/2019	66.81
535	AMAZON.COM	05/29/2019	06/05/2019	3.88
535	AMAZON.COM	06/24/2019	06/27/2019	18.50
1080	BAIRD, KADEN	05/20/2019	06/05/2019	26.98
9285	MACEY'S	06/22/2019	06/27/2019	88.48
14950	SUPERIOR WATER AND AIR, INC.	06/01/2019	06/05/2019	49.90
14950	SUPERIOR WATER AND AIR, INC.	06/01/2019	06/05/2019	24.95

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-57-250	Vehicle Maintenance			
157	AAA SPRING SPECIALIST CO.	06/12/2019	06/19/2019	408.01
5050	FACTORY MOTOR PARTS CO.	06/04/2019	06/12/2019	117.44
10570	NAPA AUTO PARTS	05/07/2019	06/19/2019	40.25
14940	SUPERIOR EQUIPMENT	05/07/2019	06/12/2019	245.82
16560	VEHICLE LIGHTING SOLUTIONS	05/08/2019	06/27/2019	228.92
10-57-255	Other Equipment Maintenance			
275	ADVANCED MARKETING SYSTEMS	05/16/2019	06/05/2019	77.89
275	ADVANCED MARKETING SYSTEMS	06/11/2019	06/27/2019	21.19
8965	LES OLSON COMPANY	05/31/2019	06/12/2019	465.00
9180	LOWE'S BUSINESS ACCOUNT	06/17/2019	06/27/2019	47.84
10-57-280	Telephone/Internet			
935	AT&T MOBILITY	05/20/2019	06/12/2019	424.08
3325	COMCAST	05/29/2019	06/05/2019	203.75
16590	VERIZON WIRELESS	05/24/2019	06/12/2019	320.08
10-57-300	Gas, Oil & Tires			
14525	STATE OF UTAH GAS CARD-FUELMAN	06/03/2019	06/27/2019	450.10
10-57-310	Professional & Technical			
7565	INTERMOUNTAIN WORK MED	06/01/2019	06/19/2019	44.00
7565	INTERMOUNTAIN WORK MED	06/01/2019	06/19/2019	31.00
11505	PARR BROWN GEE & LOVELESS	06/17/2019	06/27/2019	1,616.50
10-57-400	Emergency Management Planning			
4243	DISH NETWORK	06/24/2019	06/27/2019	107.02
13410	SATCOM GLOBAL INC.	06/01/2019	06/05/2019	101.57
10-57-650	Lease Payments			
7193	HORSE POWER FLEET	05/31/2019	06/27/2019	4,000.00
10-57-700	Small Equipment			
535	AMAZON.COM	06/11/2019	06/19/2019	553.90
535	AMAZON.COM	06/11/2019	06/19/2019	53.99
735	APPARATUS EQUIPMENT & SERVICES	06/24/2019	06/27/2019	2,437.44
7145	HOME DEPOT CREDIT SERVICES	06/05/2019	06/12/2019	965.94
9180	LOWE'S BUSINESS ACCOUNT	06/05/2019	06/12/2019	154.90
11110	OGDEN LAWN & GARDEN	06/18/2019	06/27/2019	2,076.72
10-57-750	Capital Outlay			
2810	CDW-G	05/15/2019	06/12/2019	5,425.00
10-58-210	Books, Subscrip. & Memberships			
7570	INTERNATIONAL CODE COUNCIL, INC.	06/10/2019	06/19/2019	135.00
7570	INTERNATIONAL CODE COUNCIL, INC.	06/10/2019	06/19/2019	130.00
7570	INTERNATIONAL CODE COUNCIL, INC.	06/10/2019	06/19/2019	130.00
7570	INTERNATIONAL CODE COUNCIL, INC.	06/26/2019	06/27/2019	2,067.52
10-58-248	Vehicle Maintenance			
16560	VEHICLE LIGHTING SOLUTIONS	05/23/2019	06/12/2019	148.41
10-58-280	CELLULAR PHONE			
14435	SPRINT	05/28/2019	06/19/2019	54.51
16590	VERIZON WIRELESS	05/24/2019	06/12/2019	40.01
10-58-300	Gas, Oil & Tires			
14525	STATE OF UTAH GAS CARD-FUELMAN	06/03/2019	06/27/2019	246.61
10-58-315	PROFESSIONAL & TECHNICAL			
17292	WEST COAST CODE CONSULTANTS, INC.	06/10/2019	06/19/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	06/10/2019	06/19/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	06/10/2019	06/19/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	06/10/2019	06/19/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	06/10/2019	06/19/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	06/10/2019	06/19/2019	85.00
10-60-210	Books, Subscrip. Memberships			
25790	HELM PUBLICATIONS	06/18/2019	06/27/2019	849.00
10-60-230	Travel & Training			
15373	THE SAFETY CONSORTIUM	04/18/2019	06/12/2019	480.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-60-240	Office Supplies & Expense			
535	AMAZON.COM	06/03/2019	06/05/2019	43.97
535	AMAZON.COM	06/03/2019	06/12/2019	13.86
535	AMAZON.COM	06/03/2019	06/12/2019	9.99
10-60-245	Clothing/Uniform/Equip. Allow.			
7557	INTERMOUNTAIN T-SHIRT CO.	05/17/2019	06/12/2019	145.04
7557	INTERMOUNTAIN T-SHIRT CO.	05/17/2019	06/12/2019	217.58
7557	INTERMOUNTAIN T-SHIRT CO.	05/17/2019	06/12/2019	301.56
7557	INTERMOUNTAIN T-SHIRT CO.	05/17/2019	06/12/2019	452.37
12745	RICH FASTENER & SUPPLY	06/05/2019	06/19/2019	44.34
10-60-248	Vehicle Maintenance			
5050	FACTORY MOTOR PARTS CO.	11/21/2018	06/19/2019	45.00-
5260	FIRST CALL (O'REILLY)	05/31/2019	06/19/2019	10.47
5260	FIRST CALL (O'REILLY)	05/31/2019	06/19/2019	8.99
8457	KIMBALL MIDWEST	05/17/2019	06/05/2019	37.44
10570	NAPA AUTO PARTS	06/04/2019	06/19/2019	77.33
16560	VEHICLE LIGHTING SOLUTIONS	05/23/2019	06/12/2019	148.40
16560	VEHICLE LIGHTING SOLUTIONS	05/23/2019	06/12/2019	148.41
17320	WESTLAND FORD	05/31/2019	06/19/2019	20.44
10-60-270	Utilities			
12965	ROCKY MOUNTAIN POWER	05/30/2019	06/12/2019	129.72
12965	ROCKY MOUNTAIN POWER	05/30/2019	06/12/2019	36.21
12965	ROCKY MOUNTAIN POWER	05/30/2019	06/12/2019	760.18
12965	ROCKY MOUNTAIN POWER	05/30/2019	06/12/2019	17.92
12965	ROCKY MOUNTAIN POWER	05/29/2019	06/12/2019	33.83
12965	ROCKY MOUNTAIN POWER	05/29/2019	06/12/2019	56.02
12965	ROCKY MOUNTAIN POWER	05/29/2019	06/12/2019	27.25
12965	ROCKY MOUNTAIN POWER	06/05/2019	06/12/2019	28.19
12965	ROCKY MOUNTAIN POWER	06/05/2019	06/12/2019	5.93
12965	ROCKY MOUNTAIN POWER	06/04/2019	06/12/2019	10.86
12965	ROCKY MOUNTAIN POWER	05/31/2019	06/12/2019	23.58
12965	ROCKY MOUNTAIN POWER	05/31/2019	06/12/2019	13.65
12965	ROCKY MOUNTAIN POWER	05/31/2019	06/12/2019	12.77
12965	ROCKY MOUNTAIN POWER	06/11/2019	06/27/2019	154.44
10-60-280	Telephone			
14435	SPRINT	05/28/2019	06/19/2019	99.45
10-60-300	Gas, Oil & Tires			
14525	STATE OF UTAH GAS CARD-FUELMAN	06/03/2019	06/27/2019	1,280.00
10-60-310	Professional			
14950	SUPERIOR WATER AND AIR, INC.	05/30/2019	06/05/2019	24.95
10-60-400	Class C Maintenance			
6090	GRANITE CONSTRUCTION CO.	05/16/2019	06/12/2019	95.46
6090	GRANITE CONSTRUCTION CO.	06/05/2019	06/27/2019	41.71
6090	GRANITE CONSTRUCTION CO.	05/29/2019	06/27/2019	258.43
6090	GRANITE CONSTRUCTION CO.	05/30/2019	06/27/2019	86.43
6090	GRANITE CONSTRUCTION CO.	06/06/2019	06/27/2019	66.65
14455	STAKER & PARSON COMPANIES	06/10/2019	06/27/2019	212.96
10-60-480	Special Department Supplies			
6090	GRANITE CONSTRUCTION CO.	05/15/2019	06/05/2019	55.90
7145	HOME DEPOT CREDIT SERVICES	05/15/2019	06/12/2019	95.92
11525	PARTSMaster	05/31/2019	06/19/2019	227.95
11641	PECK TRAFFIC SAFETY, LLC.	04/19/2019	06/12/2019	178.36
10-60-600	Siemens Streetlight Lease			
13920	SIEMENS PUBLIC, INC	05/21/2019	06/05/2019	9,257.48
13920	SIEMENS PUBLIC, INC	05/21/2019	06/05/2019	1,227.44
10-60-650	Lease Payments			
7193	HORSE POWER FLEET	05/31/2019	06/27/2019	4,000.00
7193	HORSE POWER FLEET	05/31/2019	06/27/2019	4,000.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-60-730	Street Light Maintenance			
1665	BLACK & McDONALD	06/04/2019	06/19/2019	86.21
1665	BLACK & McDONALD	06/04/2019	06/19/2019	134.90
11948	PINE TOP ENGINEERING LLC	05/31/2019	06/12/2019	179.42
10-60-750	Capital Outlay			
13210	RUSH TRUCK CENTERS	06/12/2019	06/19/2019	112,845.00
13210	RUSH TRUCK CENTERS	06/12/2019	06/19/2019	112,845.00
10-70-240	Special Dept. Supplies - Parks			
3855	DALLAS GREEN FARM SERVICE	05/01/2019	06/27/2019	439.92
3855	DALLAS GREEN FARM SERVICE	04/18/2019	06/27/2019	219.96
4985	EWING IRRIGATION PRODUCTS	05/14/2019	06/05/2019	131.43
7145	HOME DEPOT CREDIT SERVICES	05/10/2019	06/12/2019	236.94
7145	HOME DEPOT CREDIT SERVICES	04/29/2019	06/12/2019	51.91
7145	HOME DEPOT CREDIT SERVICES	05/22/2019	06/12/2019	244.82
7150	HONEY BUCKET	05/24/2019	06/19/2019	165.00
7222	HOT SPRINGS OF NORTHERN UTAH INC.	05/22/2019	06/12/2019	41.55
11110	OGDEN LAWN & GARDEN	06/18/2019	06/27/2019	204.19
12275	PROPET DISTRIBUTORS, INC.	05/24/2019	06/12/2019	702.35
13850	SHERWIN WILLIAMS	05/30/2019	06/27/2019	136.68
14025	SKY BLUE INDUSTRIES, INC.	06/13/2019	06/27/2019	711.30
14430	CHAD'S SPRINKLING SUPPLY	05/06/2019	06/12/2019	154.00
14430	CHAD'S SPRINKLING SUPPLY	06/06/2019	06/19/2019	96.30
15264	TEMPORARY FENCE, INC.	06/02/2019	06/19/2019	220.50
15264	TEMPORARY FENCE, INC.	06/09/2019	06/27/2019	897.39
10-70-244	Office Supplies Expense			
535	AMAZON.COM	05/30/2019	06/05/2019	11.99
535	AMAZON.COM	06/03/2019	06/12/2019	9.49
10-70-248	Vehicle Maintenance			
1625	BIG O TIRES	06/05/2019	06/19/2019	70.00
5050	FACTORY MOTOR PARTS CO.	06/04/2019	06/19/2019	126.44
5260	FIRST CALL (O'REILLY)	05/31/2019	06/12/2019	156.50
10570	NAPA AUTO PARTS	06/04/2019	06/12/2019	71.98
10570	NAPA AUTO PARTS	05/02/2019	06/12/2019	28.08
10570	NAPA AUTO PARTS	06/06/2019	06/19/2019	56.16
10570	NAPA AUTO PARTS	06/06/2019	06/19/2019	67.75
10570	NAPA AUTO PARTS	06/10/2019	06/19/2019	45.99-
11110	OGDEN LAWN & GARDEN	05/17/2019	06/19/2019	40.79
12905	RMT EQUIPMENT	06/04/2019	06/27/2019	242.79
12905	RMT EQUIPMENT	06/07/2019	06/27/2019	215.09
12905	RMT EQUIPMENT	06/07/2019	06/27/2019	308.19
17320	WESTLAND FORD	05/31/2019	06/12/2019	33.48
17320	WESTLAND FORD	05/31/2019	06/12/2019	92.62
17320	WESTLAND FORD	06/04/2019	06/12/2019	171.00
10-70-260	Building Maintenance			
270	ADVANCED DOOR	06/12/2019	06/19/2019	293.00
7145	HOME DEPOT CREDIT SERVICES	05/24/2019	06/12/2019	32.89
17385	WHITEHEAD WHOLESALE ELECTRIC	05/28/2019	06/12/2019	21.94
17385	WHITEHEAD WHOLESALE ELECTRIC	05/22/2019	06/12/2019	19.87
17385	WHITEHEAD WHOLESALE ELECTRIC	05/22/2019	06/12/2019	34.88
10-70-270	Utilities			
12965	ROCKY MOUNTAIN POWER	05/30/2019	06/12/2019	19.62
12965	ROCKY MOUNTAIN POWER	05/30/2019	06/12/2019	13.39
12965	ROCKY MOUNTAIN POWER	05/30/2019	06/12/2019	33.57
12965	ROCKY MOUNTAIN POWER	05/30/2019	06/12/2019	138.58
12965	ROCKY MOUNTAIN POWER	05/30/2019	06/12/2019	45.58
12965	ROCKY MOUNTAIN POWER	05/29/2019	06/12/2019	220.74
12965	ROCKY MOUNTAIN POWER	05/29/2019	06/12/2019	29.08
12965	ROCKY MOUNTAIN POWER	06/05/2019	06/12/2019	24.04

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
12965	ROCKY MOUNTAIN POWER	06/04/2019	06/12/2019	64.21
12965	ROCKY MOUNTAIN POWER	06/04/2019	06/12/2019	14.68
12965	ROCKY MOUNTAIN POWER	05/31/2019	06/12/2019	16.67
10-70-280 Telephone/Internet				
14435	SPRINT	05/28/2019	06/19/2019	45.95
10-70-300 Gas, Oil & Tires				
14525	STATE OF UTAH GAS CARD-FUELMAN	06/03/2019	06/27/2019	974.50
10-70-310 Professional & Technical				
2820	CEM	05/22/2019	06/12/2019	780.00
7565	INTERMOUNTAIN WORK MED	06/01/2019	06/19/2019	31.00
8965	LES OLSON COMPANY	04/24/2019	06/27/2019	168.00
14412	BAKER, BRETT D.	04/29/2019	06/05/2019	1,066.00
14950	SUPERIOR WATER AND AIR, INC.	06/01/2019	06/05/2019	19.95
10-70-550 Parks Maintenance Projects				
3215	CMT ENGINEERING LABORATORIES	05/12/2019	06/05/2019	2,500.00
8740	LANDMARK DESIGN	06/03/2019	06/12/2019	11,045.00
8740	LANDMARK DESIGN	06/03/2019	06/12/2019	1,648.00
16332	UTAH MEDIA GROUP	06/07/2019	06/27/2019	143.75
16870	WASATCH CIVIL CONSULTING ENGINEERING	06/05/2019	06/27/2019	8,631.63
10-71-241 Comp League Expenses				
13440	SAVON	06/19/2019	06/27/2019	1,115.55
10-71-242 Special Dept. Supplies				
1348	BEACON ATHLETICS	06/03/2019	06/19/2019	1,182.04
13297	SALT LAKE BEES	06/11/2019	06/27/2019	8,871.50
13440	SAVON	06/20/2019	06/27/2019	110.00
10-71-250 Gym Facility Utilities/Opertns				
14305	SOUTH OGDEN JR. HIGH	06/19/2019	06/27/2019	3,988.75
10-71-280 Telephone/Internet				
3325	COMCAST	05/27/2019	06/05/2019	195.69
14435	SPRINT	05/28/2019	06/19/2019	45.95
16590	VERIZON WIRELESS	05/24/2019	06/12/2019	40.01
10-71-310 Professional & Technical				
7565	INTERMOUNTAIN WORK MED	06/01/2019	06/19/2019	31.00
7565	INTERMOUNTAIN WORK MED	06/01/2019	06/19/2019	31.00
7565	INTERMOUNTAIN WORK MED	06/01/2019	06/19/2019	31.00
10-71-350 Officials Fees				
1730	BLUEMEL, JASON	06/12/2019	06/19/2019	50.00
1730	BLUEMEL, JASON	06/19/2019	06/27/2019	75.00
5590	FUNK, RANDEN	05/28/2019	06/05/2019	100.00
5590	FUNK, RANDEN	06/04/2019	06/19/2019	75.00
5590	FUNK, RANDEN	06/05/2019	06/19/2019	75.00
5615	GALBRAITH, RANDY	06/10/2019	06/19/2019	100.00
6420	HANCOCK, DAVE	05/28/2019	06/05/2019	50.00
6420	HANCOCK, DAVE	06/04/2019	06/19/2019	75.00
7160	HOOPES, DEREK	05/30/2019	06/05/2019	75.00
7165	HOOTEN, COLIN	06/19/2019	06/27/2019	75.00
8107	JOLLEY, BRYCE	06/05/2019	06/19/2019	75.00
10215	MOORE, BRYCE	06/20/2019	06/27/2019	75.00
13270	SACKETT, MARK	06/14/2019	06/19/2019	121.50
14200	SMOTHERS, TERRENCE	05/29/2019	06/05/2019	75.00
14200	SMOTHERS, TERRENCE	06/10/2019	06/19/2019	100.00
14950	SUPERIOR WATER AND AIR, INC.	06/01/2019	06/05/2019	19.95
25047	WILSON, KURT	05/29/2019	06/05/2019	75.00
25180	BIRKELAND, LARS	05/29/2019	06/05/2019	50.00
25225	FOCHTMAN, TYLER	05/28/2019	06/05/2019	50.00
25309	BENEDICT PAUL	06/12/2019	06/19/2019	50.00
25743	WALLACE, MARK	03/30/2019	06/05/2019	75.00

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12-40-300	Entertainment			
15005	SWANK MOTION PICTURES	05/28/2019	06/05/2019	395.00
12-40-350	Printing & Banners			
14500	STAPLES	05/18/2019	06/05/2019	19.94
14500	STAPLES	06/11/2019	06/27/2019	25.87
14500	STAPLES	06/11/2019	06/27/2019	39.98
12-40-375	Equipment Rentals			
12973	ROCKY MOUNTAIN RENTAL, LLC	03/27/2019	06/12/2019	912.56
25774	THE RACE TIME	06/06/2019	06/19/2019	200.00
12-40-475	Miscellaneous Expenses			
535	AMAZON.COM	06/05/2019	06/27/2019	13.24
535	AMAZON.COM	06/05/2019	06/27/2019	143.82
535	AMAZON.COM	06/05/2019	06/27/2019	124.63
4710	EINSTEIN BROS. BAGELS	06/17/2019	06/27/2019	27.18
11870	PETTY CASH	06/18/2019	06/19/2019	800.00
17125	WEBER MORGAN HEALTH DEPT	05/21/2019	06/27/2019	100.00
17125	WEBER MORGAN HEALTH DEPT	05/21/2019	06/27/2019	350.00
17165	WEEBLY	06/04/2019	06/05/2019	7.95
25791	MEDTECH WRISTBANDS	06/15/2019	06/27/2019	269.00
40-21300	ACCOUNTS PAYABLE			
14455	STAKER & PARSON COMPANIES	12/13/2018	06/27/2019	37,994.97
40-30-200	Interest			
14455	STAKER & PARSON COMPANIES	06/24/2019	06/27/2019	1,351.81
40-40-157	2018-2019 Road/Sidewalk Proj			
915	ASPEN PAVING INC	06/17/2019	06/27/2019	24,210.00
3120	CKC FIELD SERVICES, LLC	06/06/2019	06/19/2019	33,993.64
16870	WASATCH CIVIL CONSULTING ENGINEERING	06/05/2019	06/27/2019	19,988.00
16870	WASATCH CIVIL CONSULTING ENGINEERING	06/05/2019	06/27/2019	1,799.88
16870	WASATCH CIVIL CONSULTING ENGINEERING	06/05/2019	06/27/2019	94.00
40-40-550	Park Impact Fee Projects			
16870	WASATCH CIVIL CONSULTING ENGINEERING	06/05/2019	06/27/2019	6,831.00
51-40-240	Office Supplies			
535	AMAZON.COM	05/30/2019	06/05/2019	15.74
14500	STAPLES	04/22/2019	06/27/2019	67.18
14500	STAPLES	03/25/2019	06/27/2019	41.97
51-40-245	Clothing/Uniform/Equip. Allow.			
7557	INTERMOUNTAIN T-SHIRT CO.	05/17/2019	06/12/2019	145.04
7557	INTERMOUNTAIN T-SHIRT CO.	05/17/2019	06/12/2019	301.56
12745	RICH FASTENER & SUPPLY	06/05/2019	06/19/2019	44.34
51-40-248	Vehicle Maintenance			
7920	JERRY'S PLUMBING SPECIALTIES	06/04/2019	06/27/2019	15.33
15055	T.J. TRAILER	06/10/2019	06/19/2019	180.95
17320	WESTLAND FORD	05/31/2019	06/19/2019	35.37
17320	WESTLAND FORD	06/05/2019	06/19/2019	18.60
51-40-280	Telephone			
14435	SPRINT	05/28/2019	06/19/2019	134.88
16590	VERIZON WIRELESS	05/24/2019	06/12/2019	120.03
51-40-300	Gas, Oil & Tires			
14525	STATE OF UTAH GAS CARD-FUELMAN	06/03/2019	06/27/2019	106.28
51-40-310	Professional & Technical Servi			
7580	INTERSTATE BARRICADES	05/29/2019	06/19/2019	885.90
51-40-320	Blue Stake Service			
1725	BLUE STAKES OF UTAH	05/31/2019	06/12/2019	239.01
51-40-480	Special Department Supplies			
1755	BOMAN & KEMP	06/17/2019	06/27/2019	20.80
3461	CORE AND MAIN	05/24/2019	06/12/2019	157.95
3461	CORE AND MAIN	06/05/2019	06/27/2019	676.46
4803	EMPIRE WEST	05/31/2019	06/12/2019	257.37

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
4803	EMPIRE WEST	05/01/2019	06/12/2019	9.59
5210	FERGUSON ENTERPRISES, INC.	05/17/2019	06/05/2019	39.28
5210	FERGUSON ENTERPRISES, INC.	06/03/2019	06/19/2019	1,094.39
5210	FERGUSON ENTERPRISES, INC.	06/13/2019	06/27/2019	111.73
7145	HOME DEPOT CREDIT SERVICES	05/08/2019	06/12/2019	8.20
7145	HOME DEPOT CREDIT SERVICES	05/22/2019	06/12/2019	17.00
7145	HOME DEPOT CREDIT SERVICES	05/16/2019	06/12/2019	17.00
10570	NAPA AUTO PARTS	06/21/2019	06/27/2019	4.50
10570	NAPA AUTO PARTS	06/17/2019	06/27/2019	15.03
13361	SANDEE'S SOIL & ROCK	05/14/2019	06/05/2019	346.00
14205	SN CUSTOM RAILING	05/22/2019	06/12/2019	275.00
16025	UNITED RENTALS NORTHWEST, INC.	05/30/2019	06/12/2019	496.00
51-40-490 Water Sample Testing				
17045	WEBER BASIN WATER CONSERVANCY	06/05/2019	06/19/2019	180.00
51-40-610 h2o Tank Inspection/Maint				
7145	HOME DEPOT CREDIT SERVICES	04/26/2019	06/12/2019	57.77
51-40-650 Lease Payments				
7193	HORSE POWER FLEET	05/31/2019	06/27/2019	4,000.00
51-40-701 Scada Upgrade				
535	AMAZON.COM	05/31/2019	06/05/2019	26.99
535	AMAZON.COM	05/31/2019	06/05/2019	31.99
535	AMAZON.COM	06/06/2019	06/27/2019	296.00
3332	COMFORT SOLUTIONS	05/16/2019	06/12/2019	3,991.26
7145	HOME DEPOT CREDIT SERVICES	05/08/2019	06/12/2019	129.96
7145	HOME DEPOT CREDIT SERVICES	05/02/2019	06/12/2019	6.96
7145	HOME DEPOT CREDIT SERVICES	05/22/2019	06/12/2019	29.21
9180	LOWE'S BUSINESS ACCOUNT	05/21/2019	06/12/2019	275.64
9180	LOWE'S BUSINESS ACCOUNT	05/21/2019	06/27/2019	65.37
9660	MASTER ELECTRICAL SERVICE	05/20/2019	06/05/2019	456.00
10740	NEW EGG	06/06/2019	06/27/2019	139.99
12210	PRO EDGE TECHNOLOGY, INC.	05/23/2019	06/05/2019	5,697.17
17350	WHEELWRIGHT LUMBER COMPANY	05/10/2019	06/12/2019	20.48
17350	WHEELWRIGHT LUMBER COMPANY	05/10/2019	06/12/2019	447.20
51-40-750 Capital Outlay				
12732	RHINO PUMPS	04/30/2019	06/05/2019	7,233.00
52-40-245 Clothing/Uniform/Equip. Allow.				
7557	INTERMOUNTAIN T-SHIRT CO.	05/17/2019	06/12/2019	145.04
7557	INTERMOUNTAIN T-SHIRT CO.	05/17/2019	06/12/2019	301.56
12745	RICH FASTENER & SUPPLY	06/05/2019	06/19/2019	44.34
52-40-248 Vehicle Maintenance				
5260	FIRST CALL (O'REILLY)	05/05/2019	06/19/2019	27.99
17320	WESTLAND FORD	06/05/2019	06/19/2019	53.97
17320	WESTLAND FORD	05/31/2019	06/19/2019	20.44
17320	WESTLAND FORD	06/10/2019	06/19/2019	234.20
17320	WESTLAND FORD	06/12/2019	06/19/2019	421.60
17320	WESTLAND FORD	06/12/2019	06/19/2019	56.92
17320	WESTLAND FORD	06/17/2019	06/27/2019	5.61
17320	WESTLAND FORD	06/18/2019	06/27/2019	19.38
17320	WESTLAND FORD	06/17/2019	06/27/2019	28.43
52-40-280 Telephone				
3325	COMCAST	05/26/2019	06/05/2019	382.38
14435	SPRINT	05/28/2019	06/19/2019	86.09
52-40-300 Gas, Oil & Tires				
14525	STATE OF UTAH GAS CARD-FUELMAN	06/03/2019	06/27/2019	154.23
52-40-310 Professional & Technical				
3095	CINTAS CORPORATION	05/10/2019	06/05/2019	37.22
3095	CINTAS CORPORATION	05/24/2019	06/05/2019	37.22
3095	CINTAS CORPORATION	05/31/2019	06/12/2019	45.45

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
3095	CINTAS CORPORATION	06/14/2019	06/27/2019	45.45
52-40-610	Central Weber Sewer Fees			
2840	CENTRAL WEBER SEWER IMP. DIST.	05/15/2019	06/05/2019	265,438.00
52-40-650	Manhole Replacement			
16842	WARDELL BROTHERS CONSTRUCTION	05/22/2019	06/19/2019	3,480.20
52-40-980	Sewer Contingency			
915	ASPEN PAVING INC	06/17/2019	06/27/2019	2,234.69
53-40-245	Clothing/Uniform/Equip. Allow.			
7557	INTERMOUNTAIN T-SHIRT CO.	05/17/2019	06/12/2019	181.30
7557	INTERMOUNTAIN T-SHIRT CO.	05/17/2019	06/12/2019	376.95
12745	RICH FASTENER & SUPPLY	06/05/2019	06/19/2019	44.34
53-40-248	Vehicle Maintenance			
880	ASAP AUTO PARTS WAREHOUSE	06/10/2019	06/27/2019	1,166.85
5260	FIRST CALL (O'REILLY)	05/06/2019	06/19/2019	104.89
5260	FIRST CALL (O'REILLY)	05/07/2019	06/19/2019	50.27
15055	T.J. TRAILER	06/10/2019	06/19/2019	189.90
15055	T.J. TRAILER	06/17/2019	06/27/2019	138.85
17320	WESTLAND FORD	05/06/2019	06/19/2019	142.05
53-40-280	Telephone			
14435	SPRINT	05/28/2019	06/19/2019	112.85
53-40-300	Gas, Oil & Tires			
14525	STATE OF UTAH GAS CARD-FUELMAN	06/03/2019	06/27/2019	318.24
53-40-480	Special Department Supplies			
370	AIRGAS USA, LLC	06/15/2019	06/27/2019	49.98
13361	SANDEE'S SOIL & ROCK	06/06/2019	06/19/2019	139.00
53-40-710	40th Storm Drain - Phase II			
16870	WASATCH CIVIL CONSULTING ENGINEERING	06/05/2019	06/27/2019	7,820.75
54-21310	Trailer Deposits			
3830	CZARNY, PATRICK	06/03/2019	06/12/2019	100.00
9925	MEADOWS EAST HOA	06/18/2019	06/27/2019	200.00
14320	SOUTH, MINDY	06/18/2019	06/27/2019	100.00
25741	GARSDIE, CRIS	05/18/2019	06/05/2019	100.00
25742	HALL, PATRICK	05/22/2019	06/05/2019	100.00
25749	SOUTHWORTH, JASON	06/04/2019	06/12/2019	100.00
25776	BATES, BILL	06/14/2019	06/19/2019	100.00
25788	HUMPHREY, BONNIE	06/18/2019	06/27/2019	100.00
54-40-420	Allied Waste - Contract Svc.			
460	ALLIED WASTE SERVICES #493	06/15/2019	06/19/2019	36,989.10
54-40-425	Recycled Earth Contract			
12550	RECYCLED EARTH	06/01/2019	06/19/2019	3,260.15
54-40-430	Tipping Fees			
17110	WEBER COUNTY TRANSFER STATION	05/31/2019	06/27/2019	27,713.19
54-40-440	Additional Cleanups			
460	ALLIED WASTE SERVICES #493	06/15/2019	06/19/2019	1,299.95
460	ALLIED WASTE SERVICES #493	06/15/2019	06/19/2019	608.04
58-30-201	Ambulance Fees - S/O - DPS			
11260	OPTUM MEDICAL NETWORK	06/09/2019	06/12/2019	99.72
25750	WILSON, ROGER	06/09/2019	06/12/2019	816.10
25751	CARTER, PATRICIA	06/09/2019	06/12/2019	59.30
58-40-240	Office Supplies			
535	AMAZON.COM	06/24/2019	06/27/2019	37.99
58-40-245	Uniform Allowance			
150	A-1 UNIFORMS	06/24/2019	06/27/2019	209.64
14691	STICHWORKS	06/10/2019	06/19/2019	115.00
14691	STICHWORKS	06/22/2019	06/27/2019	530.00
15045	SYMBOL ARTS	05/30/2019	06/12/2019	11.95
15045	SYMBOL ARTS	06/12/2019	06/27/2019	11.95

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
58-40-248	Vehicle Maintenance			
5050	FACTORY MOTOR PARTS CO.	06/04/2019	06/19/2019	126.44
14010	SIX STATES	05/09/2019	06/12/2019	148.36
17385	WHITEHEAD WHOLESALE ELECTRIC	06/10/2019	06/19/2019	20.04
58-40-300	Gas, Oil & Tires			
14525	STATE OF UTAH GAS CARD-FUELMAN	06/03/2019	06/27/2019	593.50
58-40-312	PMA Fees			
5265	FIRST PROFESSIONAL SERVICES CO	06/09/2019	06/27/2019	355.68
5265	FIRST PROFESSIONAL SERVICES CO	06/09/2019	06/27/2019	4,486.00
58-40-480	Special Department Supplies			
25252	CERTIFIED SHRED INC.	06/04/2019	06/19/2019	30.00
58-40-490	Disposable Medical Supplies			
9015	LIFE-ASSIST, INC.	05/20/2019	06/12/2019	475.33
9015	LIFE-ASSIST, INC.	06/14/2019	06/27/2019	597.35
9015	LIFE-ASSIST, INC.	06/18/2019	06/27/2019	2,603.76
10900	NORCO, INC.	05/09/2019	06/05/2019	109.30
10900	NORCO, INC.	05/15/2019	06/05/2019	60.02
10900	NORCO, INC.	05/22/2019	06/05/2019	48.68
10900	NORCO, INC.	05/31/2019	06/05/2019	200.98
58-40-700	Small Equipment			
2810	CDW-G	06/13/2019	06/27/2019	953.00
61-40-400	Professional			
17960	ZIONS BANK PUBLIC FINANCE	06/13/2019	06/27/2019	2,250.00
67-21300	Accounts Payable			
14845	SUB S & S, LLC	06/25/2019	06/27/2019	60,925.94
67-40-400	Professional & Technical			
8295	KEDDINGTON & CHRISTENSEN, LLC	06/25/2019	06/27/2019	740.00
14514	STATE OF UTAH - ENTITY REGISTRATION	06/26/2019	06/27/2019	50.00
67-40-480	Sales Tax Incentives			
14845	SUB S & S, LLC	06/25/2019	06/27/2019	53,701.77
68-40-400	Professional & Technical			
14070	SMITH HARTVIGSEN, PLLC	04/30/2019	06/12/2019	29.00
14070	SMITH HARTVIGSEN, PLLC	05/24/2019	06/12/2019	594.50
14070	SMITH HARTVIGSEN, PLLC	04/30/2019	06/12/2019	2,896.75
14070	SMITH HARTVIGSEN, PLLC	04/30/2019	06/12/2019	471.50
Grand Totals:				1,177,835.48

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only paid invoices included.

Invoice Detail.Description = {<->} "1099 adjustment"

STAFF REPORT



SUBJECT: Consideration of a Development Agreement for Nielsen's Frozen Custard at 1498 E. 5600 South Within a Gateway General Subdistrict of the South Ogden City Commercial Form Based Code

AUTHOR: Mark Vlasic

DEPARTMENT: City Planner

DATE: July 18, 2019

BACKGROUND

Under consideration is a proposed Development Agreement between the applicant and the City of South Ogden to facilitate development of a fast-food drive-in restaurant on the .91-acre site located at 1498 E. 5600 S. While the use is permitted within the Gateway General Subdistrict, there are several requirements in the existing code that disqualify the project as proposed. These concern the location and configuration of parking areas and the drive-through window, signage, and the lack of providing a connection between the proposed building and the street edge.

The development agreement acknowledges that the proposed use should meet the general requirements of the Gateway General zoning ordinance, while permitting the project to be designed and developed in a manner that is consistent with other Nielsen's Frozen Custard facilities in the region. The development agreement indicates that permitting the use to deviate from some of the established zoning requirements will allow the site to be developed in a manner that is consistent with the ideal of creating a comprehensive and high-quality project, which in turn will beautify the site while providing significant economic benefit for the community at large.

DISCUSSION

Utah law permits local governments to enter into development agreements with property owners (see UTAH CODE § 10-9a-102,5). When judiciously applied, development agreements provide benefits to both the developer and the local government. For example, a development agreement provides the developer with certainty as to the regulations and requirements that will be imposed upon the project while helping to ensure that the development will proceed in accordance with long-range planning goals of the city.

A development agreement can be advantageous to both parties by facilitating a development process governed by cooperation rather than confrontation. Development agreements can also

reduce costs and administration for both parties, and facilitate a project that is beautiful, workable, and sellable – common goals of the developer and the local government. It should be noted that the scope of a development agreement is limited, because local governments cannot enter into contracts that exceed their constitutional or statutory powers.

That said, development agreements should be the exception rather than the norm, in order to avoid the establishment of precedence. They should only be considered in situations where the general intent of the established zoning is maintained. One of the main concerns of using development agreements is related to the establishment of precedence for additional actions in the future.

While not specified in the development agreement, one of the primary reasons the proposed use did not meet the established zoning requirements is the result of challenging site conditions and steep topography of the site and surroundings. There is significant grade change from Harrison Boulevard on the east to the west edge of the site. Furthermore, the narrow and linear configuration of the site, with fast-moving roadways lining the east, west and south edges further exacerbates the challenge. In other words, this is a difficult site to develop regardless of the established zoning.

RECOMMENDATION

Staff believes that the proposed development agreement has been carefully crafted to ensure the general intent of the General Plan is maintained. The proposed use fits well into the challenging site, resulting in a project that benefits the applicant and city alike.

Staff recommends a positive recommendation to the City Council.

REPORT OF ACTION

South Ogden City Planning Commission



MEETING DATE: July 11, 2019
ITEM: Steven L. Nielsen Development Agreement
LINK: [July 11, 2019 Planning Commission Audio](#)
Time stamps in blue (00:00:00) correspond to the audio recording

ACTION OF PLANNING COMMISSION

The Planning Commission recommended the City Council approve the Steven L. Nielsen development agreement for a restaurant located at 1498 E 5600 S

STAFF PRESENTATION

City Manager Dixon gave an overview of the development agreement.
00:01:38

CONCERNS RAISED BY PUBLIC

Four people spoke at the public hearing: Two were owners of the animal hospital directly to the north of the development property, and another was the owner of the animal boarding business north of the animal hospital. The fourth was Council Member Orr.

The business owners were mostly concerned with the shared ingress/egress road off of Harrison Boulevard and how it would affect them. After explanations from staff and Mr. Nielsen, they seemed mollified and agreeable to the way it was being handled.

Public comments begin at this time stamp:
00:09:46

PLANNING COMMISSION DISCUSSION

There was no discussion by the planning commission, however Vice-Chair Bradley noted some requirements they had discussed in the briefing meeting that should be added to the agreement. 00:23:59
You can listen to the briefing meeting by clicking this link:

[July 11, 2019 PC Briefing Meeting Audio](#)

MOTION

Commissioner Howe moved to approve the development agreement with the addition of the list of exceptions as discussed. The motion was seconded by Commissioner Amos. Vice-Chair Bradley called the vote:

Commissioner Howe- Yes
Commissioner Pruess- Yes
Commissioner Jones- Yes

Commissioner Amos- Yes
Vice-Chair Bradley- Yes

00:25:36

ORDINANCE NO. 19-10

AN ORDINANCE OF THE SOUTH OGDEN CITY, UTAH APPROVING AND ADOPTING THE MASTER DEVELOPMENT AGREEMENT - STEVEN L. NIELSEN - NIELSEN'S FROZEN CUSTARD AND DINER LOCATED AT 1498 E 5600 S; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1 - Recitals:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a Master Development Agreement for Steven L. Nielsen - Nielsen's Frozen Custard and Diner Located at 1498 E 5600 S ("Steven L. Nielsen") representing the commission's recommendations for development of the proposed project area within the municipality; and,

WHEREAS, the City Council finds that the Master Development Agreement for Steven L. Nielsen has been subjected to the required public hearing prior to its adoption; and,

WHEREAS, the City Council finds that under Utah Code §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopted development plans and schedules by ordinance as recommended by the Planning Commission; and,

WHEREAS, upon petition to and based on the recommendation of the South Ogden City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Master Development Agreement for Steven L. Nielsen; and,

WHEREAS, the City Council finds that such a change follows the City's General Plan; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

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

The Master Development Agreement for Steven L. Nielsen, for a Nielsen's Frozen Custard and Diner Located at 1498 E 5600 S, attached as **Attachment "A"**, and fully incorporated by this reference, is approved and adopted.

Section 2 - Repealer of Conflicting Enactments:

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

Section 3 - Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

Section 5 - Date of Effect

This Ordinance will be effective on the 16th day of July, 2019, and after publication or posting as required by law.

DATED the 16th day of July, 2019

SOUTH OGDEN, a municipal corporation

by: _____
Mayor Russell Porter

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 19-10

An Ordinance Of The South Ogden City, Utah Approving And Adopting The Master Development Agreement - Steven L. Nielsen - Nielsen's Frozen Custard And Diner Located At 1498 E 5600 S; And Providing For An Effective Date.

16 Jul 19

[Attachment to be provided by City Manager]

When recorded, return to:

South Ogden City
Attn: City Attorney
3950 S Adams Ave, Suite 1
South Ogden, UT 84403

Parcel Number:
07-004-0045 at 1498 E. 5600 S.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("DA") is made and entered as of the ____ day of _____ 2019, by and among South Ogden City, a political subdivision of the State of Utah (the "City"), and Steven L. Nielsen (the "Developer").

RECITALS

- A. The capitalized terms used in this DA are defined in Section 1.2 below.
- B. Effectiveness of this DA is contingent on Developer closing on the purchase of the Project Property as required by Article 2 of this DA.
- C. The Project Property is currently assigned the Gateway General zoning designation as set forth in Title 10, Chapter 5, Article B within the South Ogden City Code, as amended by Ordinance 17-21, 11-21-2017, eff. 11-21-2017.
- D. The Parties desire that the Project Property be developed in a unified and consistent fashion under the Gateway General Subdistrict within the City's Form Based Code, with the herein described exceptions.
- E. Development of the Project Property as a retail food business under this DA is acknowledged by the Council and Parties to follow LUDMA and generally the Gateway General Subdistrict, and to operate to the benefit of the City, Developer, and the general public.
- F. The Parties acknowledge that development of the Project Property under this DA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly redevelopment of the Project Property and increasing property tax, sales tax, and other revenues to the City based on improvements to be constructed on the Project Property.
- G. Development of the Project Property under this DA will also result in significant benefits to Developer by providing assurances to Developer it can develop the Project Property according to this DA.

- H. The Parties have cooperated in the preparation of this DA.
- I. The Parties desire to enter into this DA to specify the rights and responsibilities of Developer to develop the Project Property and the rights and responsibilities of the City to allow and regulate such development under the requirements of this DA.
- J. The Parties understand and intend that this DA is a “Development Agreement” within the meaning of, and entered into under, Utah Code Ann. § 10-9a-102 and SOCC11-3-1G.
- K. The Parties agree that the current Gateway General Zoning Regulations will not apply in their entirety in the development of the Project Property but that the Project Property will be developed in a manner consistent with City’s intent to see quality, cohesive redevelopment in this area of the city to the benefit of City residents.
- L. The Parties agree that use of the current pole sign is allowed and that the sign may be moved but shall remain the same height, width and have the same square footage of signage.
- M. The Parties agree that in addition to use of the existing pole sign (as addressed in “L” above) Developer’s Signage Plan, as provided in **Exhibit “A”** is hereby approved with this DA.
- N. The Parties agree that Developer will not be required to construct landscaping within the parking spaces as per the requirements of the Form Based Code. As an offset to this exception, Developer agrees to increase the intensity of landscaping within the other landscaped areas of the Project Property. Additionally, Developer agrees to landscape and maintain UDOT’s right-of-way along the Project Property’s frontage on Harrison Blvd, subject to UDOT permitting Developer to do so.
- O. The Parties agree that Developer will not be required by the City to construct curb, gutter and sidewalk in UDOT’s right-of-way along the Project Property’s frontage on UDOT-owned Harrison Blvd. but ~~that the~~ Developer may choose ~~will be allowed~~ to do so at the Developer’s discretion.
- P. The Parties agree that should the City determine to construct a “Pedestrian Crossing” across 5600 South at the Project Property, Developer will contribute \$2,500 towards the cost of the project. The location of the “Pedestrian Crossing” will be at a location to be determined by the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following:

AGREEMENT

1. Incorporation of Recitals and Exhibits/Definitions.

a. Incorporation. The foregoing Recitals and **Exhibits “A”**, and **“B”** are incorporated into this DA.

b. Definitions. As used in this DA, the words and phrases specified below shall have the following meanings:

- i. “DA” means this Development Agreement including all of its Exhibits.
- iii. “City” means South Ogden City, a political subdivision of the State of Utah.
- iv. “City Code” means the South Ogden City Code, as may be amended from time to time.
- v. “Concept Plan” means the documents provided by Developer for the Project, which is attached as **Exhibit “A”**.
- vi. “Council” means the elected City Council of the City.
- vii. “Developer” means Steven L. Nielsen, and His assignees or transferees as permitted by this DA (other than a Sub developer).
- viii. “Development” means the development of a Parcel or a portion thereof under an approved Development Application.
- ix. “Development Application” means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.
- x. “Form Based Code” means specific regulations applied to the Gateway General Subdistrict within the City’s Zoning Regulations.
- xi. “LUDMA” means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, *et seq.*
- xii. “Notice” means any notice to or from any party to this DA.

- xiii. "Parties" means the City and Developer. Each may be referred to individually as a "Party."
- xvi. "Planning Commission" means the City's Planning Commission.
- xvii. "Project" means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, and the other aspects approved as part of this DA.
- xviii. "Project Property" means approximately .91 acres of land located at 1498 E. 5600 S. in South Ogden, Weber County parcel number 07-004-0045, more particularly described in **Exhibit "B"** attached hereto.
- xix. "Site Plan" means all documents necessary under City Code 10-5.1A-10-2E
- xx. "Substantial Completion" means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.
- xxi. "Zoning" means the zoning for the Project.
- xxii. "Zoning Ordinance" means the Zoning Regulations within the City Code.

2. **Conditions Precedent.** As conditions precedent to the obligations of the Parties, this DA is contingent upon and shall only become effective at such time, and in the event that:

- a. Developer closes on the purchase of the Project Property on or before ~~September~~ January 1, 2020~~19~~.
- b. Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City's Staff Review Committee.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the Gateway General zoning ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 2 years from the date of signatures to this agreement, this DA shall be void.

3. **Effect of DA.** This DA shall be the sole agreement between the Parties related to developing the Project Property except as it may be modified by agreement of the Parties.

4. **Development of the Project Property.**

- a. **Project Development.** Development of the Project Property shall be under the permitted uses of the Gateway General Subdistrict to include: development of a retail

food establishment and accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and the following:

- i. Construction of a new Nielsen's Frozen Custard restaurant in the style of a diner food establishment with the necessary traffic flow through the site and drive thru.
 - ii. The Project shall be constructed in a manner similar to the Nielsen's Frozen Custard store in South Jordan, Utah, including layout, design and amenities.
 - iii. The Project shall beautify the property with attractive, well maintained landscaping.
 - iv. The Project may move and continue to utilize the pole sign currently on the property but shall not increase or change the sign's size or height.
 - v. The Project shall be designed and constructed in a manner consistent with, and shall not substantially deviate from, the Conceptual Site Plan, Signage Plan and Architectural Renderings attached to this DA as (**Exhibit "A"**).
- e. Approval Processes. Development approval of the Project shall follow the review processes outlined in 10-5.1A-10-2(B)(E) within the Zoning Ordinance and this DA.
- f. Project Fees. The Parties acknowledge that the City charges impact fees, building permit fees, and other fees and that Developer will be subject to all applicable and customary fees.

5. Vested Rights and Reserved Legislative Powers.

- a. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the Gateway General Subdistrict and this DA. The Parties intend that the rights granted to Developer and City under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the Gateway General Subdistrict and this DA, grant to Developer "vested rights" as that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.
- b. Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights must meet the compelling, countervailing public interest standard in Utah Code Aim. §10-9a-509.

- c. Legislative Discretion. Nothing in this DA shall be interpreted to usurp the independent exercise of the legislative discretion of the Planning Commission and Council.

6. **Developer's Non-Performance.** Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within three (3) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall automatically terminate and the Parties shall have no further rights or obligations hereunder.

7. **Term of Agreement.** The term of this DA shall be until July 31, 2022. This DA shall also terminate automatically at Buildout.

8. **City Obligations for Improvements.** In connection with the Project, the City confirms that it has the utility infrastructure to provide water, sewer, and stormwater service to the Project and that such infrastructure exists within a reasonable distance of the Project Property. The City also agrees that it will permit Developer to connect to the City's water, sewer, and storm drain upon payment of all applicable fees. Developer acknowledges that all other necessary utilities, including but not limited to electrical and natural gas service, are the responsibility of Developer.

9. **Upsizing.** Upon request from the City, Developer shall "upsized" any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City arranges to compensate Developer for the reasonable costs of such upsizing by the date on which such infrastructure is installed by Developer. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

10. **Developer to Indemnify the City.** Developer shall, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties and their employers, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

11. **Notices.**

a. Notice Addresses. All notices required or permitted under this DA shall be given in writing by certified mail and regular mail to these addresses:

To Developer:

Steven L. Nielsen
177 East Oakridge Drive
Bountiful, Utah 84010

To the City:

South Ogden City
Attn: City Manager
3950 Adams Ave. Suite 1
South Ogden City, UT 84403

- b. Effectiveness of Notice. Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to the United States Postal Service.

Any Party may change its address for Notice under this DA by giving written Notice to the other Party.

12. Assignment and Transfer of Development.

a. Assignment. Developer shall not assign His obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or Project Property or any portion thereof, without the prior written consent of the City, which consent shall not be withheld, conditioned, or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 13, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

b. Security Interests. This Section 12 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

c. Change in Control. A change in ownership or control of the Project or Project Property shall be deemed a transfer requiring the consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed under the requirements of this Section 12. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of the Development shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of the Development resulting in Developer and His principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for,

the purpose of obtaining financing to enable Developer, or His permitted successor in interest, to perform His/Its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes of this section, an "affiliate" is an entity in which the owner(s) of the Development both holds an ownership stake of not less than 50 percent and over which the Developer is able to exert control.

13. Appointment of Representatives. To further the commitment of the Parties to cooperate in implementing this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City and the CDRA shall be Matthew Dixon, City Manager, and the initial representative for Developer shall be the Developer, Steven L. Nielsen. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and developing the Project.

14. Mutual Drafting. Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.

15. Waiver of Jury Trial; Attorneys' Fees. All disputes or claims arising under this DA shall be mediated by a mediator to be agreed upon by the Parties. If, after good faith efforts by the Parties, mediation is unsuccessful in resolving the dispute(s), any remaining controversy or claims arising out of or relating to this DA, or a breach thereof, shall be resolved by bench trial in the District Courts for the Utah Second Judicial District in and for, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorney's fees, incurred in enforcing this Agreement. The Parties waive their rights to a jury trial of any disputes or claims arising under this DA.

16. Applicable Law. This DA is entered into in Weber County in the State of Utah and shall be construed under the laws of the State of Utah despite Utah's choice of law rules.

17. Venue. Subject to Section 16, supra, any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Weber County.

18. No Waiver. Failure of any party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

19. Severability. If any provision of this DA is held by a court of competent jurisdiction to be invalid, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

20. Limitations on Damages. UNDER NO CIRCUMSTANCE SHALL ANY PARTY BE ENTITLED TO RECOVER (I) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, (II) PENALTIES, OR (III) SPECIAL, PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER FORSEEN OR UNFORESEEN.

21. Entire Agreement. This DA and all Exhibits, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. Recordation and Running with the Land. This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

23. Authority. The Parties to this DA each warrant they have the authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on _____.

IN WITNESS WHEREOF, the Parties have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

SOUTH OGDEN CITY

By: _____

Its: _____

State of Utah)

§

County of Weber)

On this ____ day of _____, the year _____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

STEVEN L. NIELSEN

By: _____

Its: _____

State of Utah)

§
County of Davis)

On this ____ day of _____, the year _____, before me, _____ a
notary public, personally appeared _____, proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged
he/she executed the same.

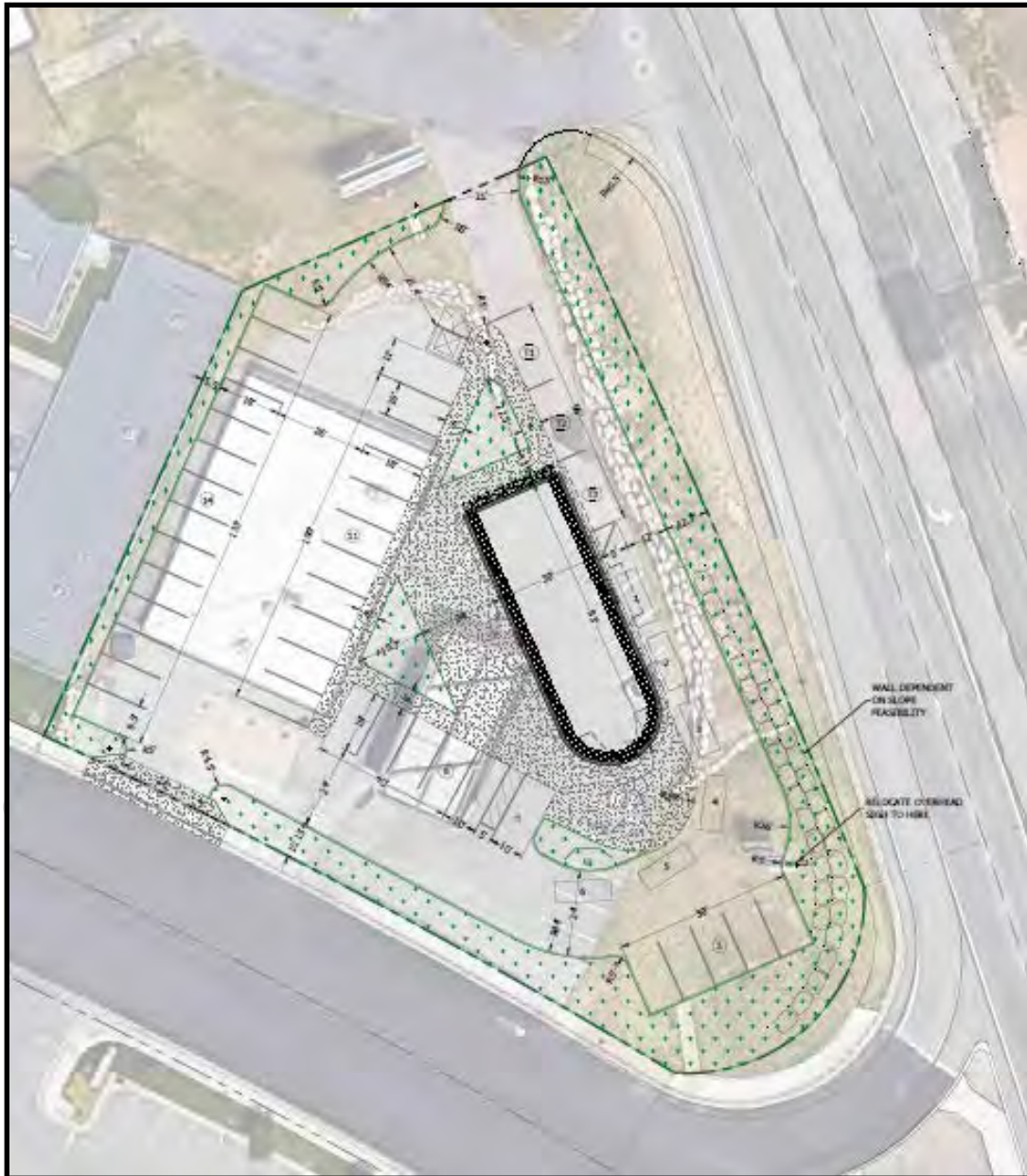
Witness my hand and official seal.

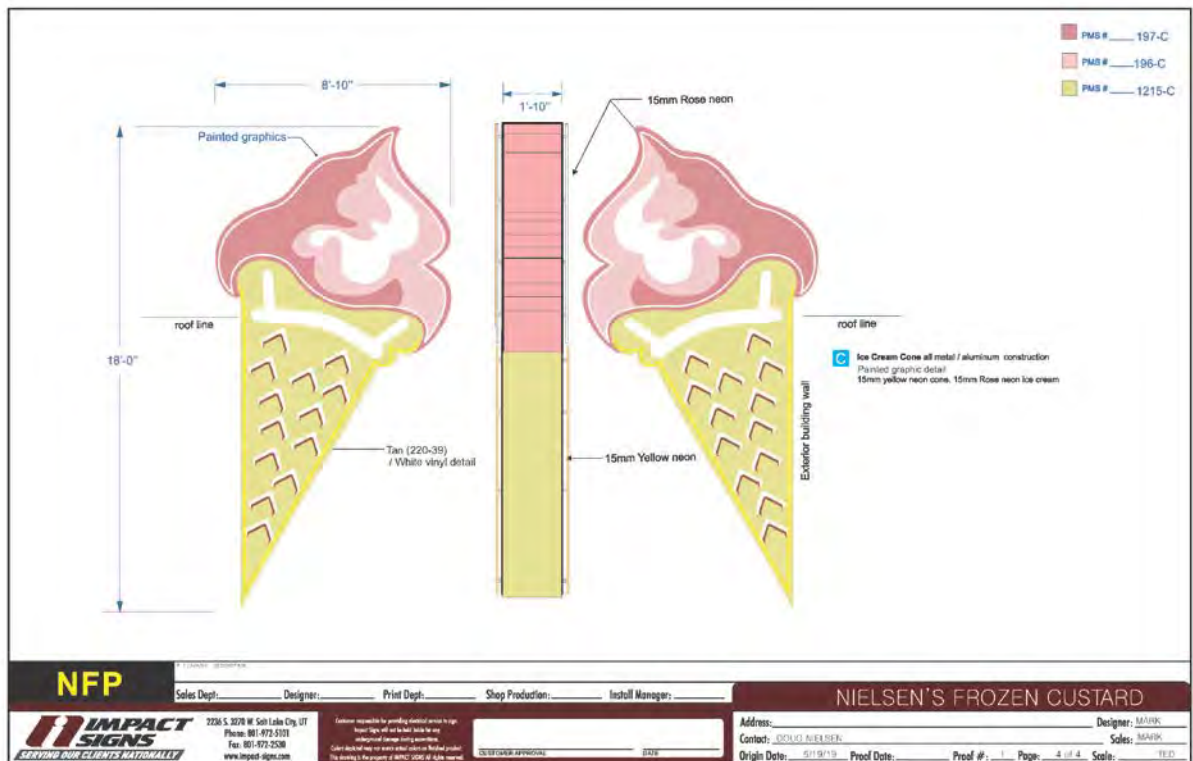
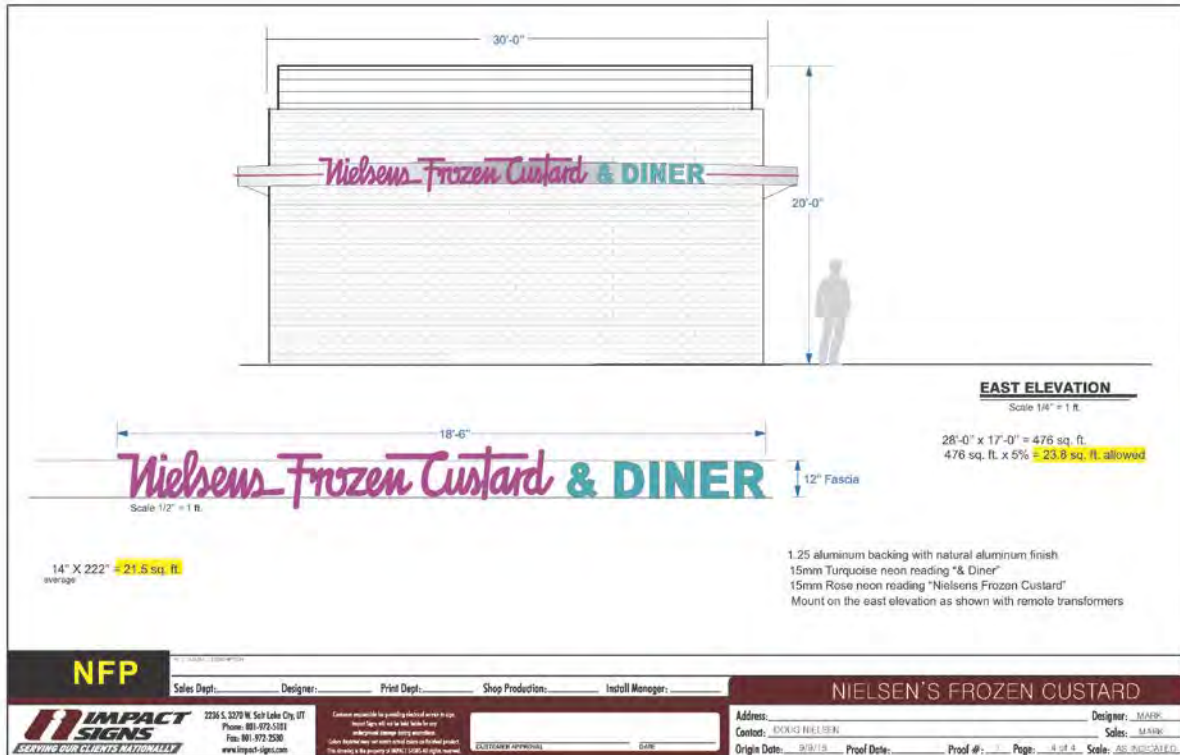
(notary signature)

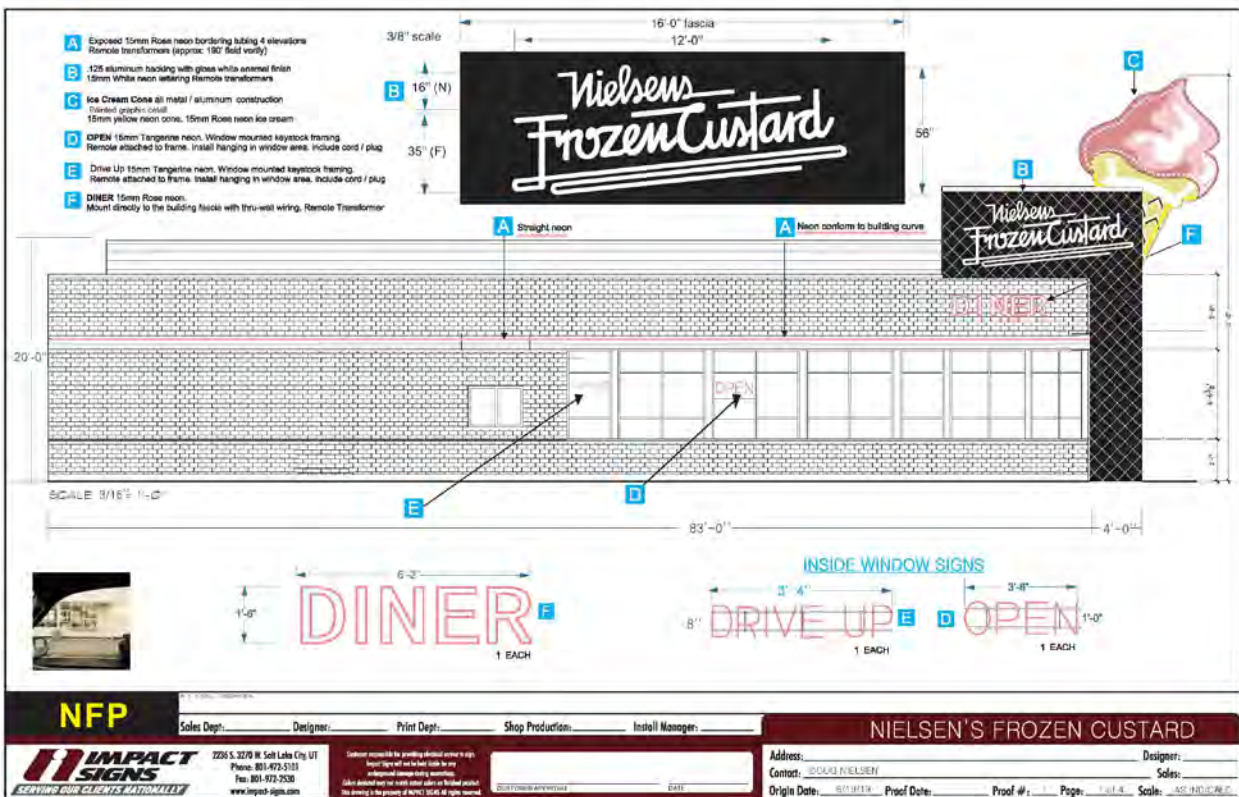
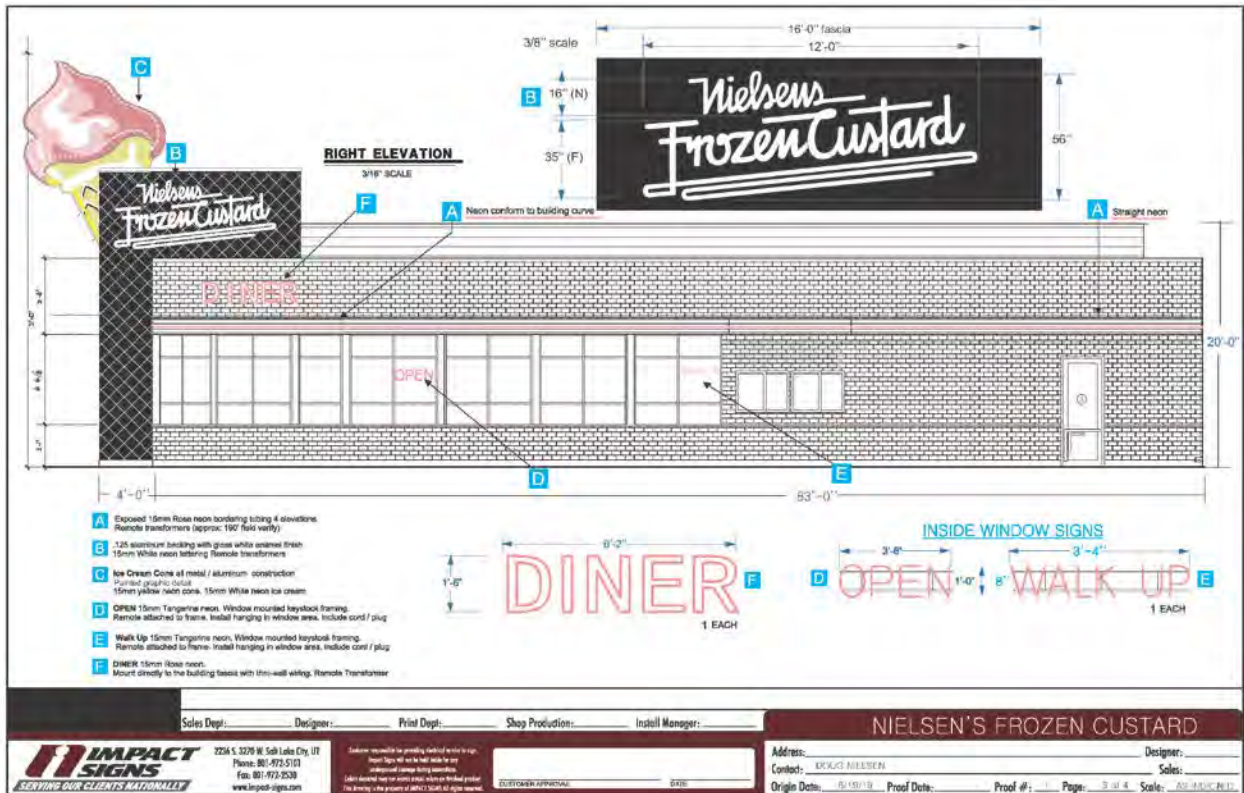
(seal)

Exhibit "A"

Concept Plan and Architectural Renderings







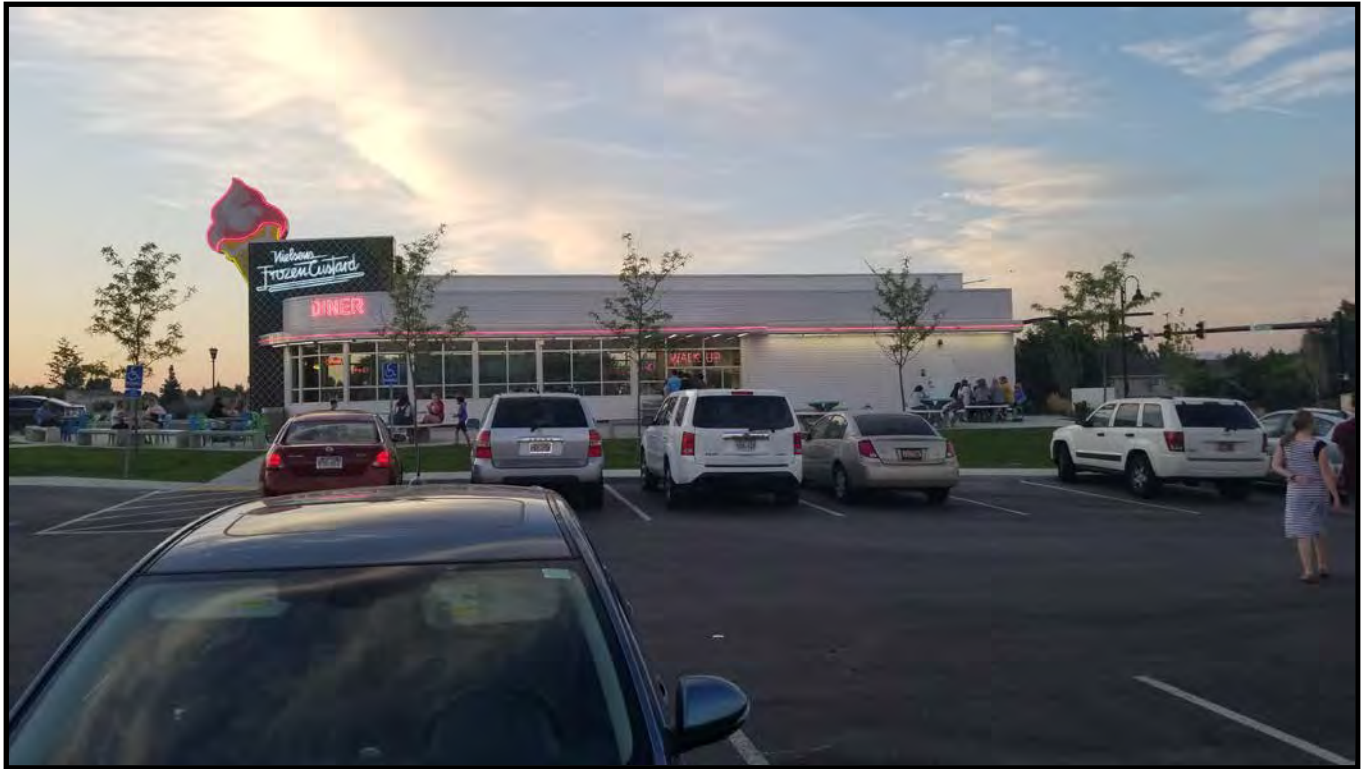


Exhibit "B"
Project Property Description
Legal Description

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5, NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 18 FEET MORE OR LESS (17.87 FEET) ALONG THE QUARTER SECTION LINE TO THE CENTERLINE OF THE EXISTING STATE HIGHWAY, NORTH 31°27' WEST 840 FEET, SOUTH 58°33' WEST 75 FEET, SOUTH 58°17' WEST 185.72 FEET ALONG AN EXISTING FENCE, AND SOUTH 22°45' WEST 85.00 FEET ALONG A FENCE AND SOUTH 67°00' EAST 250 FEET, FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER AND RUNNING THENCE SOUTH 22°45' WEST 143 FEET, MORE OR LESS, TO NORTH LINE OF STREET; THENCE SOUTHEASTERLY ALONG SAID NORTH STREET LINE 305 FEET, MORE OR LESS, TO THE WEST LINE OF STATE HIGHWAY; THENCE NORTHERLY ALONG THE WEST LINE OF THE STATE HIGHWAY 375.4 FEET (RADIUS=3768.8 FEET); THENCE SOUTH 65° WEST 94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPT THAT PART IN STATE HIGHWAY. LESS AND EXCEPTING THEREFROM THAT PORTION OF THE SUBJECT PROPERTY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 27, 1977 AS ENTRY NO. 715586 IN BOOK 1205 AT PAGE 103 BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PROJECT S-162(3) (ALSO KNOWN AS SR-203, HARRISON BOULEVARD) AND THE NORTHERLY RIGHT OF WAY LINE OF PROJECT FAP62-B (5600 SOUTH STREET, SOUTH OGDEN), WHICH POINT IS 301.05 FEET NORTH 57°35' WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 15 (WHICH CORNER WAS RESTORED BY THE WEBER COUNTY SURVEYOR IN 1960) SAID POINT BEING 65 FEET RADially DISTANT WESTERLY FROM THE CENTER LINE OF PROJECT SP-1641 AT ENGINEER STATION 8+20; THENCE NORTHERLY 115.0 FEET ALONG THE ARC OF A 3,754.8 FOOT RADIUS CURVE TO THE LEFT (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS NORTH 17°17' WEST) WHICH ARC IS THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTHWESTERLY 85 FEET, MORE OR LESS, ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE RIGHT (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS SOUTH 19°02' EAST) TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTHEASTERLY 100.0 FOOT, MORE OR LESS, ALONG SAID SOUTHWESTERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

STAFF REPORT



SUBJECT: Momentum Recycling
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 7-16-19

RECOMMENDATION

City staff recommend the approval of the agreement with Momentum recycling

BACKGROUND

The Mayor & City Council have expressed interest in having City staff look into what it would take to have glass recycled in South Ogden City. Momentum Glass is the only vendor in Northern Utah that will take glass to be recycled. They currently have no tipping fees but we have to have a way to get the glass to them. Republic Services has the ability to provide the recycle container and haul it to them for recycle.

ANALYSIS

In order to have glass recycled in South Ogden, two vendors need to be contracted. Momentum Glass is the first one so we can move forward with the recycling process. Once the agreement is in place with Momentum Glass, City staff will work with Republic services to have the container placed and ready for use. Republic services will be responsible for the haul, dump, and return of the container to the specific South Ogden City location for the recycling container.

SIGNIFICANT IMPACTS

No impacts with this contract to the budget

ATTACHMENTS

None

Resolution No. 19-38

RESOLUTION OF SOUTH OGDEN CITY AUTHORIZING AN AGREEMENT WITH MOMENTUM GLASS RECYCLING FOR GLASS RECYCLING SERVICES, 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 it necessary to address glass recycling services needs within the city; and,

WHEREAS, the City Council finds that the city staff as reviewed and studied this matter and recommends that the city council authorize that agreement with Momentum Glass Recycling, for glass recycling services; and,

WHEREAS, the City Council finds that Momentum Glass Recycling, has demonstrated the professional ability to provide for these services to meet the city's glass recycling services needs; and,

WHEREAS, the City Council finds that City now desires to approve these ends by authorizing an agreement with Momentum Glass Recycling; 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 "**Material Transfer Agreement**" For Glass Recycling Services, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

That the foregoing recitals are incorporated herein.

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 render no 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 16th day of July, 2019, 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 16th day of July, 2019.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 19-38

Resolution Of South Ogden City Authorizing An Agreement With Momentum Glass Recycling
For Glass Recycling Services, And Providing That This Resolution Shall Become Effective
Immediately Upon Posting And Final Passage.

16 Jul 19



MATERIAL TRANSFER AGREEMENT

This MATERIAL TRANSFER AGREEMENT (the “**Agreement**”) is made and entered into effective as of _____, _____ (the “**Effective Date**”), by and between South Ogden City (“**SOC**”), and Momentum Recycling, LLC, a Utah limited liability company (“**Momentum**”). SOC and Momentum are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. SOC collects recyclable products in the South Ogden, Utah area and desires to transfer and convey any recyclable post-consumer glass products collected pursuant to this agreement exclusively to Momentum, and Momentum desires to receive all of SOC’s recyclable glass products.

B. The Parties desire to enter into this Agreement to set forth their rights and understandings relating to the agreement of the Parties relating to the subject matter hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Conveyance and Acquisition of the Glass Products. SOC shall have the obligation to provide, and Momentum shall have the obligation to accept, all Product collected by SOC.

2. Product. As used herein, the term “**Product**” shall mean all colors of recyclable post-consumer glass collected by SOC that is recycled by Momentum Recycling during the Term. SOC shall exercise its reasonable best efforts to avoid collection of all ceramics, laminated glass, light bulbs, mirror, porcelain, and such other materials as are designated by Momentum from time to time as unacceptable items, from the Product delivered to Momentum.

3. Collection and Transportation of Product. SOC and/or its subcontractors will provide collection containers for SOC’s use throughout the term of this agreement. These containers remain the property and under the exclusive control of SOC, who is solely responsible for their design, maintenance and suitability for use in the manner described in this agreement. The quantity and placement of these containers will be determined by SOC.

4. Term and Termination.

(a) Term. This Agreement and the obligations of the parties hereunder shall commence as of the Effective Date, and shall expire on the 5-year anniversary of such date.

(b) Termination. This Agreement may only be terminated by either Party upon one-hundred twenty (120) days written notice to the other Party or upon a material breach of this Agreement by the other Party, after notice and a reasonable opportunity to cure.

5. Miscellaneous.

(a) Force Majeure. No Party shall be deemed to be in default of its obligations hereunder because of a delay in its performance to the extent that such delay is caused by factors beyond its control which it could not reasonably have foreseen, including, without limitation, fire, explosion, accident, riot, flood, earthquake, civil insurrection, act of God or the public enemy, or a labor dispute, strike or lockout.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be sufficiently given if made by hand delivery, by facsimile, or by regular, registered or certified mail (postage prepaid) to the parties at the following addresses (or at such other address for a party as shall be specified by it by like notice):

If to Momentum: 658 S. 4050 W.
Salt Lake City, Utah 84104
Attn: John Lair

If to SOC: South Ogden City
3950 S Adams Ave
South Ogden, Utah 84403
Attn: Public Works Manager

All such notices and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if delivered by mail; or sent via facsimile.

(c) No Agency or Partnership; Limited Rights. This Agreement does not create any agency or partnership relationship between any of the Parties.

(d) Opportunity to Review. Each Party has had the opportunity to review the matters contemplated by this Agreement and to obtain assistance from legal and other counsel such Party has deemed advisable relative to the foregoing.

(e) Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors and assigns. This Agreement may be assigned to Momentum's affiliates or any purchase of all or substantially all of the assets of Momentum.

(f) Waiver. No failure or delay by any Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party.

(g) Governing Law Venue. This Agreement shall be governed by and construed in accordance with the laws of State of Utah, without regard to the principles of conflicts of laws. By executing this Agreement, the parties agree to submit to the exclusive jurisdiction of and agree to the venue of the courts of the Second Judicial District, Weber County, State of Utah, ~~whether state courts or federal courts located in the State of Utah~~. The parties hereto agree not to bring an action in any court of law located outside the State of Utah.

(h) Severability. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable the Parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

(i) Complete Understanding and Agreement. This Agreement constitutes the entire Agreement between the Parties, and supersedes all other prior or contemporaneous communications between the Parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by the Parties.

(j) Third Party Beneficiaries. There are no third party beneficiaries under this Agreement.

(k) Headings. The title or section headings of the various provisions hereof are intended solely for convenience and ease of reference and shall not in any manner amplify, limit or modify or otherwise be used in interpretation of any of said provisions.

(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

MOMENTUM RECYCLING, LLC
a Utah limited liability company

SOUTH OGDEN CITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STAFF REPORT



SUBJECT: 2019 Chip & Seal Road Project
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 7-10-19

RECOMMENDATION

City Staff is recommending that the City award the 2019 Chip & Seal Road Project to Staker & Parsons. The bid will be for installing a lightweight chip seal w/fog coat on existing City streets. Staker & Parsons has completed many projects for the City in the past in a very professional manner.

BACKGROUND

Over the past few years the Mayor & City Council have been very proactive in making funds available to help improve the conditions of the roads. The approval of the contract will help staff move forward with some much needed chip sealing on current roads to help improve the condition and the life of the roads.

ANALYSIS

In the past the City has used a 3/8"-1/2" sized chip for this type of project. It has been bid with the option to use a lightweight chip. In the past the City hasn't bid the light weight chip due to the vendor being able to supply the chip or the City being required to store the chip. The Mayor and City Council have expressed interest in using the lightweight chip along with staff. The lightweight chip has been used in a few surrounding Cities and they recommended the use of the chip. It has increased performance and durability over the standard chip.

SIGNIFICANT IMPACTS

An impact to the budget of \$292,168 plus the City needs to purchase the light weight chips for a portion of the project. It will be in the 2018-2019 Road/Sidewalk line item. This is part of the \$1,300,000 budgeted for road improvements.

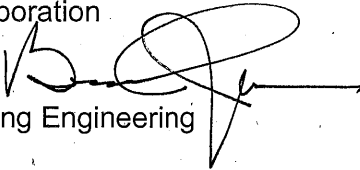
ATTACHMENTS

None



Memorandum

To: Jon Andersen, Public Works Director
South Ogden City Corporation

From: Brad C. Jensen, P.E. 
Wasatch Civil Consulting Engineering

Date: July 9, 2019

Subject: 2019 Chip Seal Project

In response to our Advertisement for Bid for the 2019 Chip Seal Project, bids were received at South Ogden City Municipal Offices no later than 10:00 a.m. on July 2, 2019. One contractor responded by the specified date and time. The bid of \$ 292,168.80 was submitted by Staker Parsons Companies.

The bid appears to be reasonable and correspond closely to recent bids received by other municipalities. Consequently we recommend awarding the contract to **Staker Parsons Companies** for the above mentioned amount of **\$ 292,168.80**.

If the you are in agreement with this recommendation, please sign the attached Notice of Award, Notice to Proceed and Contract Agreement. Once notified, the Contractor will have 10 days to respond with the following:

1. Signed Contract Agreement
2. Acknowledgment of Notice of Award
3. Payment and Performance Bonds
4. Certificate of Insurance.

Within two weeks of receiving all of the required documents have been submitted to the City, we will schedule a Pre-construction Meeting for the project. A Notice to Proceed will be given to the Contractor at the meeting. Construction can commence thereafter and should be completed within 60 of the date specified in the Notice to Proceed.

If you have any questions, please call.

Resolution No. 19-39

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH STAKER AND PARSON FOR ROAD CRACK SEALING, 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 it necessary to address certain Road Crack Sealing needs within the city; and,

WHEREAS, the City Council finds that the city staff recommends that the city contract with Staker and Parson for the installation and completion of Road Crack Sealing; and,

WHEREAS, the City Council finds that Staker and Parson has the professional ability to provide for these services to meet the city's needs; and,

WHEREAS, the City Council finds that City now desires to further those ends by contracting with Staker and Parson to provide such services; and,

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

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

SECTION II - CONTRACT AUTHORIZED

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

The foregoing Recitals are incorporated herein.

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 render 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 16th day of July, 2019, 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 16th day of July, 2019.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 19-39

Resolution Of South Ogden City Approving An Agreement With Staker And Parson For Road Crack Sealing, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

16 Jul 19

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **Staker and Parson Companies** (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

The work consists of installing a lightweight chip w/ fog coat on approximately 122,760 s.y. of existing road surface. The work performed shall consist of furnishing all labor, equipment, materials and all other items required to complete the Work.

ARTICLE 2 - THE PROJECT

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

2019 CHIP AND SEAL COAT PROJECT

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

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

4.2 *Dates for Completion and Final Payment:* The Work specified in the Contract Documents shall be prior to August 30th, 2019.

4.3 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for

completion until the Work is accepted.

ARTICLE 5 - CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Furnish and Install Lightweight Chip Seal w/Fog Coat on Existing City Streets (South Ogden City to Provide Chips):	122,760	S.Y.	\$2.38	\$292,168.00

TOTAL OF ALL UNIT PRICES **TWO HUNDRED NINETY-TWO THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS AND 00/100 (\$292,168.00).**

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.2 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

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

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

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.3 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

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

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

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

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

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.1 Contents:

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Bid Bonds;
5. Engineering General Conditions;
6. Supplementary Conditions;
7. Specifications as listed in the table of contents of the Project Manual;
8. Bid Form;
9. Drawings as listed in the table of contents of the Project Manual;
10. Addenda Numbers 1 and 2;
11. Exhibits this Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by the CONTRACTOR prior to the Notice of Award;
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

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

B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.1 *Terms:* Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.

10.2 *Assignment of Contract:* No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to

the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

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

This Agreement will be effective on _____, 2 019 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

STAKER AND PARSON COMPANIES

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

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

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

NOTICE OF AWARD

DATED: _____

TO: Staker and Parson Companies

ADDRESS: 2350 South 1900 West, West Haven, UTAH 84401

PROJECT: 2019 Chip and Seal Project

You are notified that your Bid dated July 2, 2019, for the above project has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the 2019 Chip and Seal Coat Project. The Contract Price of your Contract is: Two Hundred Ninety-Two Thousand One Hundred Sixty-Eight Dollars and 00/100 (\$292,168.00). Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

One copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award:

1. Submit a Signed Contract Agreement
2. Submit a Payment Bond
3. Submit a Performance Bond
4. Submit Certificates of Insurance as specified in General and Supplementary Conditions

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

South Ogden City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

NOTICE OF AWARD

DATED: _____

TO: Staker and Parson Companies

ADDRESS: 2350 South 1900 West, West Haven, UTAH 84401

PROJECT: 2019 Chip and Seal Project

You are notified that your Bid dated July 2, 2019, for the above project has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the 2019 Chip and Seal Coat Project. The Contract Price of your Contract is: Two Hundred Ninety-Two Thousand One Hundred Sixty-Eight Dollars and 00/100 (\$292,168.00). Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

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South Ogden City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

STAFF REPORT



SUBJECT: Resolution 19-40 - Approving Poll Workers for the
2019 Primary Election
AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: July 18, 2019

RECOMMENDATION

Staff recommends approval of the listed poll workers.

BACKGROUND

Every municipal election year, the governing body (city council) must appoint the poll workers who have agreed to facilitate the vote. This is based on UCA 20a-5-602(1) which states, "A county legislative body, a municipal legislative body, or a local district board appointing, or providing for the appointment of, a poll worker for a local election under this section shall appoint the poll worker at least 15 days before the date of the local election."

ANALYSIS

The primary election is August 13. I know, it's hard to believe!

SIGNIFICANT IMPACTS

None

ATTACHMENTS

The list of poll workers is attached to the resolution.

Resolution No. 19-40

RESOLUTION OF SOUTH OGDEN CITY APPROVING POLL WORKERS FOR THE MUNICIPAL GENERAL PRIMARY ELECTIONS, 2019; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, 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,

WHEREAS, the City Council finds that UC §20A-5-602 et. seq., requires designating election polling judges for municipal elections at least 15 day before the election; and,

WHEREAS, the City Council finds that the City has contracted with Weber County to manage all other requirements for the CY 2019 municipal election; and,

WHEREAS, the City Council finds that making these designations now, will satisfy these requirements; and,

WHEREAS, the City Council finds that the City desires to be in conformance with the requirements of law; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City of South Ogden as follows:

SECTION 1 - ELECTION OFFICIALS APPOINTED:

That the individuals on **Attachment "A"** are appointed as Poll Workers for the CY 2019 primary election.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts, 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 3 - PRIOR RESOLUTIONS

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

SECTION 4 - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such determination shall not render 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 5 - DATE OF EFFECT

This Resolution shall be effective on the 16th day of July, 2019, 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 16th day of July, 2019.

SOUTH OGDEN CITY

Russell Porter,
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 19-40

Resolution Of South Ogden City Approving Poll Workers For The Municipal General Primary Elections, 2019; And, Providing For An Effective Date.

16 Jul 19

[Attachment to be provided by City Recorder]

2019 Primary Election Poll Workers

Main Library

- Donna Rich
- Trina Wallace
- Lori Lovelady
- Karen Hart
- Janet Erickson
- Joan Tonn

Pleasant Valley Library

- Cheryl White
- Dan Hubler
- Paul Kreikard
- Deanna Phister
- Bret Alexander

**SOUTH OGDEN CITY, UTAH
PARAMETERS RESOLUTION
JULY 16, 2019**

RESOLUTION NO. 19-41

A RESOLUTION CALLING A PUBLIC HEARING AND AUTHORIZING NOTICE OF INTENTION TO ISSUE NOT MORE THAN \$12,306,000 SALES AND EXCISE TAX REVENUE AND REFUNDING BONDS TO FINANCE PARK IMPROVEMENTS, AND RELATED IMPROVEMENTS AND POTENTIALLY REFUNDING THE SALES AND EXCISE TAX REVENUE BONDS, SERIES 2009 AND THE SALES AND EXCISE TAX REVENUE AND REFUNDING BONDS, SERIES 2014; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, and Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the “Acts”), the City Council (the “Council”) of the Issuer has authority to issue its Sales and Excise Tax Revenue and Refunding Bonds (the “Bonds”) to refinance at a savings the Refunded Bonds:

WHEREAS, pursuant to the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), the Council of the Issuer has authority to issue its Sales and Excise Tax Revenue and Refunding Bonds (the “Bonds”) to finance park improvements, and related improvements and to potentially refund the Sales and Excise Tax Revenue Bonds Series 2009 and Sales and Excise Tax Revenue and Refunding Bonds Series 2014; and

WHEREAS, the Acts provide that prior to issuing bonds secured by excise tax moneys, an issuing entity must (i) give notice of its intent to issue such bonds and (ii) hold a public hearing to receive input from the public with respect to the issuance of the Bonds; and

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

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

Section 1. The Council hereby finds and determines that it is in the best interests of the Issuer and the residents thereof for the Issuer to issue not more than \$12,306,000 aggregate principal amount of its Bonds to bear interest at a rate or rates of not to exceed five and one-half percent (5.5%) per annum, to mature in not more than 21 years from their date or dates, and to be sold at a price not less than 98% of the total principal amount thereof, the Bonds to be issued for the purpose of (i) financing park improvements, and related improvements and potentially refunding the Sales and Excise

Tax Revenue Bonds 2009 and Sales and Excise Tax Revenue and Refunding Bonds 2014, (ii) funding a debt service reserve fund, if desirable, and (iii) paying costs of issuance in connection with the issuance and sale of the Bonds. The Bonds will be issued pursuant to this Resolution, a resolution to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds (herein referred to as the “Final Bond Resolution”), a draft form of which is attached hereto as Exhibit “A”, a General Indenture of Trust dated as of April 1, 2004 (the “General Indenture”), attached hereto as Exhibit “B”, and a Fifth Supplemental Indenture of Trust (the “Fifth Supplemental Indenture” and collectively with the General Indenture, the “Indenture”), a draft form of which is attached hereto as Exhibit “C”. The Council hereby declares its intention to issue the Bonds according to the provisions of this Section and the Final Bond Resolution, the Indenture, when adopted.

Section 2. The Issuer proposes to pledge the Local Sales and Use Tax Funds received by Issuer pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended, as pledged under the General Indenture for the Issuer’s prior Sales Tax Revenue Bonds and the Issuer in addition proposes to pledge as additional revenues under the Indenture the Issuer’s the Municipal Telecommunications License Tax Funds received by the Issuer pursuant to Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended, for repayment of the Bonds.

Section 3. The Issuer hereby authorizes and approves the issuance of the Bonds pursuant to the provisions of this Resolution and the Final Bond Resolution, the General Indenture and the Fifth Supplemental Indenture to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds, with such changes thereto as shall be approved by the Council upon the adoption of the Final Bond Resolution, provided that the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in Section 1 hereof.

Section 4. Pursuant to the Act, the Issuer shall hold a public hearing on August 6, 2019, which hearing date shall be not less than fourteen (14) days after notice of the public hearing is first (1) published once a week for two consecutive weeks in the Standard Examiner, a newspaper of general circulation in the Issuer, hereby designated as the Issuer’s official newspaper pursuant to the Act and (2) posted on the Utah Public Notice Website. The City Recorder shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer’s principal offices for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the last date of publication thereof. The Issuer directs its officers and staff to publish a Notice of Public Hearing and Bonds to be Issued in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN that on July 16, 2019, the City Council (the “Council”) of South Ogden City, Weber County, Utah (the “Issuer”) adopted a resolution (the “Resolution”) declaring its intention to issue Sales and Excise Tax Revenue and Refunding Bonds (the “Bonds”) pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, and Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and to call a public hearing regarding the issuance of the Bonds.

TIME, PLACE, LOCATION AND PURPOSE OF PUBLIC HEARING

The Issuer shall hold a public hearing on August 6, 2019, at the hour of 6:00 p.m. or as soon thereafter as practicable, at the Issuer’s offices at 3950 South Adams Avenue, Suite 1 in South Ogden, Utah. The purpose of the public hearing is to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the improvement, facility or property for which the bonds will pay all or part of the cost will have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING BONDS

The Issuer intends to issue the Bonds for the purposes of (i) financing park improvements, and related improvements and potentially refunding the Sales and Excise Tax Revenue Bonds 2009 and Sales and Excise Tax Revenue and Refunding Bonds 2014, (ii) funding a deposit to a debt service reserve fund, if desirable, and (iii) paying costs of issuance in connection with the issuance and sale of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the principal amount of not to exceed \$12,306,000, to bear interest at a rate or rates of not to exceed five and one-half percent (5.5%) per annum, to mature in not more than 21 years from their date or dates, and to be sold at a price not less than 98% of the total principal amount thereof, plus accrued interest to the date of delivery, if any. The estimated total cost to the Issuer for the proposed Bonds, if the Bonds are held until the maximum maturity, based on the maximum interest rate above, if any, is \$18,376,931.. However, based on the expected amount to be borrowed at the anticipated interest rate, it is estimated that the total cost for the proposed Bonds will be approximately \$12,156,970.

EXCISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge all the Local Sales and Use Tax funds received by Issuer pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended, and the Municipal Telecommunications License Tax Funds received by the Issuer pursuant to Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended, for repayment of the Bonds. As Sales and Excise Tax Revenue and Refunding Bonds, no

property taxes will be pledged for repayment of the Bonds. At present, the total amount of bonds outstanding that are secured by sales and excise tax revenues for the Issuer is no more than \$6,385,000.

The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution the draft of a Final Bond Resolution, a General Indenture of Trust and a Fifth Supplemental Indenture of Trust which were before the Council and attached to the Resolution in substantially final form at the time of the adoption of the Resolution and said Final Bond Resolution, a General Indenture of Trust and a Fifth Supplemental Indenture of Trust are to be adopted by the Council in such form and with such changes thereto as shall be approved by the Council upon the adoption thereof; provided that the principal amount, interest rate or rates, maturity and discount of the Bonds will not exceed the maximums set forth above.

Copies of the Resolution, the Final Bond Resolution, the General Indenture of Trust and the Fifth Supplemental Indenture of Trust are on file in the office of the City Recorder of the Issuer at 3950 South Adams Avenue in South Ogden, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Final Bond Resolution, the General Indenture of Trust, the Fifth Supplemental Indenture of Trust or the Bonds, or any provision made for the security and payment of the Bonds by filing a verified written complain in the district court of the county in which he resides, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever, and (ii) registered voters within the Issuer may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least 20% of the registered voters of South Ogden City, Utah, are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than 20% of the registered voters of South Ogden City, Utah, file a written petition during said 30-day period, the Issuer may proceed to issue the Bonds without an election.

DATED: July 16, 2019

/s/ Leesa Kapetanov
City Recorder

Section 5. The Council hereby declares its intention and it reasonably expects to reimburse expenditures with bond proceeds in accordance with Tres. Reg. § 1.150-2.

Section 6. The Council hereby directs the officials and staff of the Issuer to cooperate with and assist the Issuer's bond counsel, Eric Todd Johnson, partner with Blaisdell, Church and Johnson, LLC, to prepare certificates and other documents reasonably necessary to issue the Bonds. The Council also directs the officials and staff of the Issuer to cooperate with and assist the Issuer's financial advisor, Zions Public Finance..

Section 7. The City Recorder is directed to complete the attached Record of Proceedings.

Section 8. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this July 16, 2019.

Mayor

ATTEST:

City Recorder

(SEAL)

RECORD OF PROCEEDINGS
July 16, 2019

The Governing Body of the Issuer met in public session at its regular meeting place in South Ogden City, Utah, at 6:00 p.m., or as soon thereafter as feasible, on July 16, 2019, with the following members present:

Russell L. Porter	Mayor
Sallee Orr	Councilmember
Brent Strate	Councilmember
Adam Hensley	Councilmember
Susan Stewart	Councilmember
Mike Howard	Councilmember

Also present:

Matt Dixon	City Manager
Steve Liebersbach	City Finance Director
Leesa Kapetanov	City Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Governing Body a Certificate of Compliance With Open Meeting Law with respect to this July 16, 2019 meeting, a copy of which is attached.

Council Member _____ then introduced and moved the adoption of the foregoing resolution, which motion was seconded by Council Member _____ and the motion was passed as follow:

AYE:

NAY:

ABSTAIN:

CERTIFICATE OF CITY RECORDER

I, Leesa Kapetanov, the duly qualified and acting City Recorder of the Issuer, certify according to the records of the Issuer in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Governing Body of the Issuer held on July 16, 2019, including a Resolution adopted at that meeting as the minutes and resolution are officially of record in my possession.

I further certify that, pursuant to that Resolution, I caused to be published a “Notice of Public Hearing and Bonds to be Issued” once each week for two consecutive weeks, with the first publication occurring at least 14 days before the public hearing, in a newspaper having general circulation in the Issuer. An affidavit of publication of such notice is attached hereto.

I further certify that, pursuant to that Resolution, I caused to be posted a “Notice of Public Hearing and Bonds to be Issued” on the Utah Public Notice Website at least 14 days before the public hearing. Proof of posting of such notice is attached hereto.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed the official seal of the Issuer this July 16, 2019.

City Recorder

(S E A L)

(Attach Affidavit of Publication)

(Attach Proof of Posting on Utah Public Notice Website)

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Leesa Kapetanov, the City Recorder of the Issuer, certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time, and place of the July 16, 2019, public meeting held by the Governing Body as follows:

(a) By causing a Meeting Notice, in the form attached, to be posted at the Issuer's principal offices at least 24 hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation within the Issuer at least 24 hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

In addition, the Notice of 2019 Annual Meeting Schedule for the Issuer, attached hereto, specifying the date, time and place of the regular meetings of the governing body of the Issuer to be held during the calendar year 2019 was posted on _____, 20__, at the principal offices of the Issuer and provided to at least one newspaper of general circulation within the geographic jurisdiction of the Issuer on _____, 20__, and posted to the Utah Public Notice Website on _____, 20__.

DATED this July 16, 2019.

City Recorder

(S E A L)

(Attach "Meeting Notice" and "Notice of 2019 Annual Meeting Schedule")

EXHIBIT "A"

FINAL BOND RESOLUTION

(See Transcript Document No. __)

EXHIBIT “B”

GENERAL INDENTURE

(See Transcript Document No. __)

EXHIBIT “C”

FIFTH SUPPLEMENTAL INDENTURE

(See Transcript Document No. __)