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

TUESDAY, JUNE 18, 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, June 18, 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 June 13, 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 June 13, 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, JUNE 18, 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, June 18, 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 Susan Stewart

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. CONSENT AGENDA

A. Approving May 7, 2019 Meeting Minutes
B. Approving the May Warrants Register

VI. PUBLIC HEARING

To Receive and Consider Comments on the Following Items:

A. Proposed Amendments to the FY2019 Budget
B. Proposed FY2020 Acting Budget
C. City's Intent to Continue Not Charging Itself for Water, Sewer, and Storm Drain Used For Normal City Operations During FY2020
D. Proposed Utility Franchise Fee Transfers from the Enterprise Funds to the General Fund

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
- **B.** Consideration of **Ordinance 19-08** – Amending SOCC 10-5.1B and C to Allow Temporary Outdoor Sales Lots
- **C.** Consideration of **Resolution 19-32** – Approving Amendments to the FY2019 Budget
- **D.** Consideration of **Resolution 19-33** – Approving and Adopting the FY2020 Acting Budget
- **E.** Consideration of **Resolution 19-34** – Ratifying an Agreement with Rocky Mountain Power for Participation in the Wattsmart Small Business Direct Program
- **F.** Consideration of **Resolution 19-35** – Approving an Interlocal Agreement With Riverdale City for Cooperative Fire Services
- **G.** Consideration of **Resolution 19-36 -** Approving the City Manager's Contract

VIII. DISCUSSION ITEMS

- **A.** Amending SOCC Title 10, Adding a Definition of a Drive-Thru and Making Other Necessary Changes

IX. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

See separate agenda

X. RECONVENE AS SOUTH OGDEN CITY COUNCIL

XI. REPORTS/DIRECTION TO CITY MANAGER

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

XII. ADJOURN

Posted to the State of Utah Website June 13, 2019

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Leesa Kapetanov, City Recorder

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

TUESDAY, MAY 7, 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 Porter, Council Members Sallee Orr, Brent Strate, Adam Hensley, Susan Stewart, and Mike Howard

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Assistant City Manager Doug Gailey, Finance Director Steve Liebersbach, and Recorder Leesa Kapetanov. Consultant Fred Philpot, from Lewis, Young, and Birmingham was also present.

CITIZENS PRESENT

No one else attended this meeting.

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/CC190507_1610.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- Mayor Russell Porter called the meeting to order at 5:10 pm and called for a motion to open 00:00:09

Council Member Orr moved to open the pre-council work session, followed by a second from Council Member Stewart. Council Members Orr, Strate, Hensley, Stewart, and Howard all voted aye.

II. REVIEW OF AGENDA

The mayor skipped this item and went to the next one on the agenda.

Not Approved

III. DISCUSSION ITEMS

A. Review of Sustainability Model

- Staff overview 00:00:30
- Review of sustainability model by Fred Philpot 00:02:50
- Q&A/Discussion 00:11:28

Council directs staff to not rent the Nature Park bowery this summer as a trial to see how it works 00:53:08

B. FY2020 Budget

This item was not discussed due to the time. However, Finance Director Steve Liebersbach gave a handout to the council. See Attachment A.

IV. ADJOURN

At 5:59 pm Mayor Porter called for a motion to adjourn the work session.

Council Member Howard so moved, followed by a second from Council Member Orr. The voice vote was unanimous in favor of the motion. 00:48:05

Not Approved

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

City Manager Matthew 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, Kim McKinley, Aaron Leach, Paul Droubay, Sky Hazelhurst, Kelley Allred, Joyce Hartman, Craig Hanni, Vicki Wight, Trent Nelson, Wesley Steart

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/CC190507_1702R.mp3 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 6:02 pm and asked for a motion to convene 00:00:08

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 Strate led the Pledge of Allegiance.

II. PUBLIC COMMENTS

• Craig Hanni	00:01:25	Mr. Hanni submitted a list of residents opposing Townhomes being built on 39th Street. See Attachment B.
• Terry Tillett	00:04:10	
• Kelley Allred	00:04:46	
• Vicki White	00:05:51	

Not Approved

III. RESPONSE TO PUBLIC COMMENT

- Council comments 00:07:43

IV. RECOGNITION OF SCOUTS/STUDENTS PRESENT

- No scouts or students were present

V. CONSENT AGENDA

A. Approval of April 16, 2019 Council Minutes

B. Approval of April Warrants Register

C. Set Date for Public Hearing (June 18, 2019 at 6 pm or as soon as the agenda permits) To Receive and Consider Comments on the Proposed FY2020 Acting Budget

- Mayor Porter read through the consent agenda and asked if there was any discussion. Seeing none, he called for a motion. 00:11:28

Council Member Hensley moved to approve the consent agenda. The motion was seconded by Council Member Howard. There was no discussion. The voice vote was unanimous in favor of the motion.

VI. DISCUSSION /ACTION ITEMS

A. Consideration of Previously Tabled **Resolution 19-20** - Amending the Salary Administration Guidelines

- Staff overview 00:12:04
- There was no discussion on this item
- Motion 00:13:41

Council Member Howard moved to adopt Ordinance 19-20. Council Member Strate seconded the motion. The mayor asked if there was further discussion, and seeing none, he called the vote:

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

The Salary Administration Guidelines were adopted.

Not Approved

B. Consideration of **Resolution 19-22** – Approving the FY2020 Tentative Budget

- Staff overview 00:14:05
- Council questions 00:32:29
- Motion 00:35:39

Council Member Strate moved to adopt Resolution 19-22, followed by a second from Council Member Hensley. The mayor asked if there was further discussion. Council Member Strate requested the council have a discussion on municipal energy use tax, business licenses, and state retirement as part of their budget talks. **Mayor Porter then called the vote:**

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

Resolution 19-22 was adopted.

C. Consideration of **Resolution 19-23** – Approving Amendments to the South Ogden City Purchasing Policy Manual

- Staff overview 00:37:00
- There was no discussion by the Council on this item
- Motion 00:38:25

Council Member Strate moved to approve Resolution 19-23. The motion was seconded by Council Member Hensley. There was no further discussion. Mayor Porter called the vote:

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

The Purchasing Policy amendments were approved.

D. Consideration of **Resolution 19-24** – Approving Amendments to the South Ogden City Employee Policy Manual

- Staff overview 00:38:47
- There was no discussion
- Motion 00:39:51

Not Approved

Council Member Hensley moved to approve Resolution 19-24, followed by a second from Council Member Howard. After determining there was no further discussion, the mayor called the vote:

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

Resolution 19-24 was adopted.

E. Consideration of **Resolution 19-25** – Approving Agreement with UTOPIA for Work in City's Rights-of-Way

- Staff overview/questions answered by Aaron Leach, UTOPIA representative 00:40:12
- Council questions 00:55:01
- Motion 00:59:38

Council Member Hensley moved to adopt Resolution 19-25. The motion was seconded by Council Member Howard. 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 -	**No**
Council Member Strate -	**Yes**

The motion stood.

F. Consideration of Resolution 19-26 – Approving Agreement with Infraware for Transcription Services

- Staff overview 01:00:05
- Discussion 01:01:06
- Motion 01:06:50

Council Member Hensley moved to adopt Resolution 19-26. Council Member Orr seconded the motion. The mayor asked if there was further discussion and seeing none he called the vote:

Council Member Stewart-	**Yes**
Council Member Hensley-	**Yes**
Council Member Strate-	**Yes**

Not Approved

Council Member Howard- Yes
Council Member Orr- Yes

The agreement with Infraware was approved.

G. Consideration of Resolution 19-27 – Adopting a Municipal Wastewater Planning Program

- Staff overview 01:07:08
- Council discussion 01:08:08
- Motion 01:19:40

Council Member Strate moved to approve Resolution 19-27. The motion was seconded by Council Member Howard. There was no discussion. Mayor Porter made a roll call vote:

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

Resolution 19-27 was adopted.

Note: Mayor Porter skipped to item VIII at this point and called for a motion to recess into a Community Development and Renewal Agency Board

VIII. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL ANGENCY BOARD MEETING

Council Member Howard moved to recess into a Community Development and Renewal Agency Board Meeting, followed by a second from Council Member Strate. The voice vote was unanimous in favor of the motion.
See separate minutes. 01:20:12

IX. RECONVENE AS SOUTH OGDEN CITY COUNCIL

Motion from CDRA meeting: **Board Member Hensley moved to close the CDRA Board meeting and reconvene as the City Council, followed by a second from Board Member Strate. All present voted aye.** 02:20:33

- City Manager Dixon explains recommendation from City Attorney Bradshaw to approve the action taken by the board which would be ratified at the council's next meeting 02:20:47
- Mayor Porter calls for a motion concerning the CDRA Board's action. 02:22:02

Not Approved

Council Member Howard moved to approve what the CDRA Board just approved, pending ratification at the next City Council meeting. Council Member Hensley seconded the motion. Mayor Porter made a roll call vote:

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

The motion stood.

VII. DISCUSSION ITEMS

A. Remodel of City Hall for Recreation Department

- Staff overview with Annette Coleman, representative from JRCA 02:22:37 Note: Ms. Coleman gave a visual presentation. See Attachment C.
- Council directs staff to come back with prices for options 1 and 3 as well as use of ancillary building for storage 02:44:44

X. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Strate Nothing to report
- Council Member Howard 02:48:04
- Council Member Orr 02:48:17
- Council Member Hensley Nothing to report
- Council Member Stewart 02:53:42

B. City Manager: 02:58:23

C. City Attorney: Not present

E. Mayor: 03:02:24

XI. ADJOURN

At 9:09 pm, Mayor Porter called for a motion to adjourn.

Council Member Howard so moved. The motion was seconded by Council Member Orr. All present voted aye. 03:06:11

Not Approved

Not Approved

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, May 7, 2019.

Leesa Kapetanov, City Recorder

Leesa Date Approved by the City Council

ATTACHMENT A

Handout from Finance Director Steve Liebersbach

Not Approved

FY 2020 Tentative Budget Notes 5/07/2019

- Changed the fire/ambulance split from 80/20 to 90/10 – impact = $180,215
- Property tax revenue adjustment based on 8% property value growth
- Animal control contracts increased 4.8%:
    - Washington Terrace - $38,277
    - Riverdale - $16,986
- Added $8,000 to workers comp 10-49-260 to cover audit and increased police/fire wages
- Added some operational increases per department's requests
- Capital & projects included in the budget: ($333,720)
    - 10-57-750 – fire hose tester - $4,120
    - 10-58-750 – building permitting program - $5,150
    - 10-70-750 – parks dept total – ($324,450)
        - Playground equipment - $257,500
        - Resurface tennis/basketball courts - $36,050
        - Restrooms - $10,300
        - 40th St. sprinklers - $20,600
- Equipment/vehicles included as part of potential lease: ($685,625) all funds
    - General fund portion = $582,625 (annual pymt = $129,045 @ 3.2 % int. for 5 yrs.)
        - 20 MDT's & printers - $70,075 – police & fire
        - 2 Explorers - $72,000 – police
        - 2 detective cars - $50,000 – police
        - 800 Mghtz radios - $38,000 – fire
        - Command vehicle - $40,000 – fire
        - Ford F-150 - $33,000 – inspections
        - Ford F-150 - $33,000 – streets
        - 2 Ford F-150's - $66,000 – parks
        - Man-lift bucket truck - $107,000 – parks
        - 2 Grasshopper mowers - $33,400 – parks
        - Slope mower attachments - $40,000 – parks
    - Garbage fund portion = $103,000 (annual pymt = $22,620 @ 3.2 % int. for 5 yrs.)
        - Ford F-550 - $103,000 - Garbage
- Street/road funding:
    - * $1,276,407
        - Class 'c' - $310,707
        - Prop 1 - $269,160
        - Road improvement fee (RIF) - $511,554
        - Utility franchise fee (3%) - $181,986

- Parks projects funding:
  - * $1,405,336
    - RAMP 2019 - $450,000
    - RAMP 2018 - $373,350
    - Outdoor Recreation - $150,000
    - Utility franchise fee (3%) - $181,986
    - Fund Balance (WSU sale) - $250,000
- Water projects per capital facilities plan - $584,882 available
  - 675 East 4250 South - $150,000
  - PRV replacement @ Panarama - $225,000
  - Ben Lomond 875 East to Chambers - $????
  - Reconnect 42nd Harrison tanks - $????
  - Service line disconnect relocate - $????
- Sewer projects per capital facilities plan - $$73,133 available
  - Install new manhole at 36th & Ogden Ave. - $25,000
- Storm drain projects per capital facilities plan - $353,878 available
  - Jefferson 36th to 38th - $????
  - 44th Madison to Vista - $191,227
- Road/street projects per plan - $1,276,407 available
  - Oakwood Dr./Maplewood Dr. - $251,875
  - Crestwood Dr./5700 South/Hwy 89 - $562,210
  - Chip/slurry/crack - $51,500
  - Spot repairs/crack seal projects - $103,000
  - Miscellaneous projects - $324,450

398

SOUTH OGDEN CITY FY 2020 UTILITY RATES (Proposal)

	WATER USAGE PRICE RATE PER LEVEL			SEWER USAGE PRICE RATE PER LEVEL		WATER BASE FEE		SEWER BASE FEE		GARBAGE RATE PER CAN	RECYCLING RATE PER CAN	RESIDENTIAL STORM DRAIN FEE
WATER USAGE LEVELS	Rate per 1000 Gallons		SEWER USAGE LEVELS	Rate per 1000 Gallonos		$10.30	$10.82	$14.42	$15.14	$10.04	$3.55	$10.71
0- 3,999 GALLONS	$1.29	$1.35	0- 3,999 GALLONS	$1.03	$1.08					$10.54	$3.73	$11.25
4,000 - 7,999 GALLONS	$2.83	$2.97	4,000 - 10,999 GALLONS	$4.12	$4.33							
8,000 - 10,999 GALLONS	$3.35	$3.52	11,000 - + GALLONS	$4.89	$5.13							
11,000 - 15,999 GALLONS	$3.86	$4.05										
16,000 - + GALLONS	$4.12	$4.33										

DUPLEX STORM DRAIN FEE	4- PLEX STORM DRAIN FEE	COMMERCIAL STORM DRAIN PER ERU
$16.07	$21.41	$10.71
$16.87	$22.48	$11.25

5/7/2019 4:02 PM U:\Steve\Budget files\FY 2020\FY 2020 utility fees Steve

ATTACHMENT B

List Submitted by Mr. Hanni

Not Approved

Those opposing the Town Homes

4 yrs 801-200-4384	
[illegible]	522 Diana St
Patty Pinkley	510 Diana St
Jake Taylor	509 Diana St.
[illegible]	515 Diana St
Heather Nelson	
[illegible]	512 Leona Dr.
[illegible]	524 Leona Drive So Ogden
Steven E Hatch	524 Leona Drive So Ogden
[illegible]	532 Leona Drive S. Ogden
[illegible]	598 Leona Drive South Ogde
Janice Carver	598 Leona Dr 84403
[illegible]	589 Leona Dr. 84403
[illegible]	571 Leona Drive
[illegible]	551 Leona Drive
Alex Curiel	523 Leona Drive
Regan Valdez	517 Leona Drive
[illegible]	503 Leona Drive
[illegible]	581 38th St
[illegible]	385-5286091
Craig Fanni	4181 Liberty Ave
[illegible]	535 38th street

ATTACHMENT C

Presentation by Annette Coleman, JRCA

Not Approved

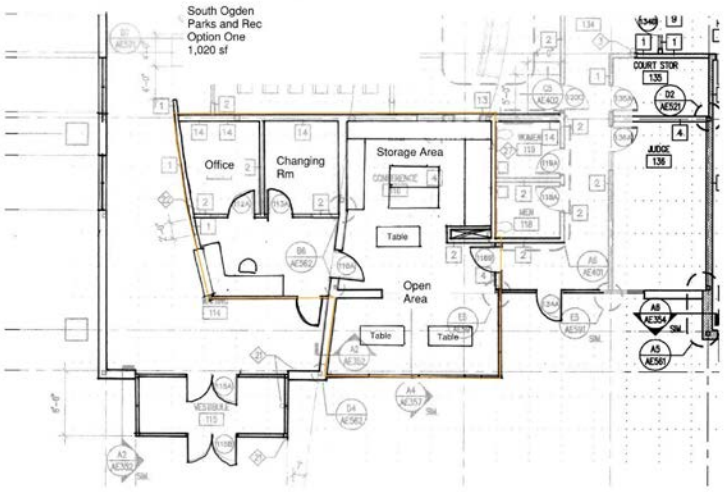


JRCA ARCHITECTS

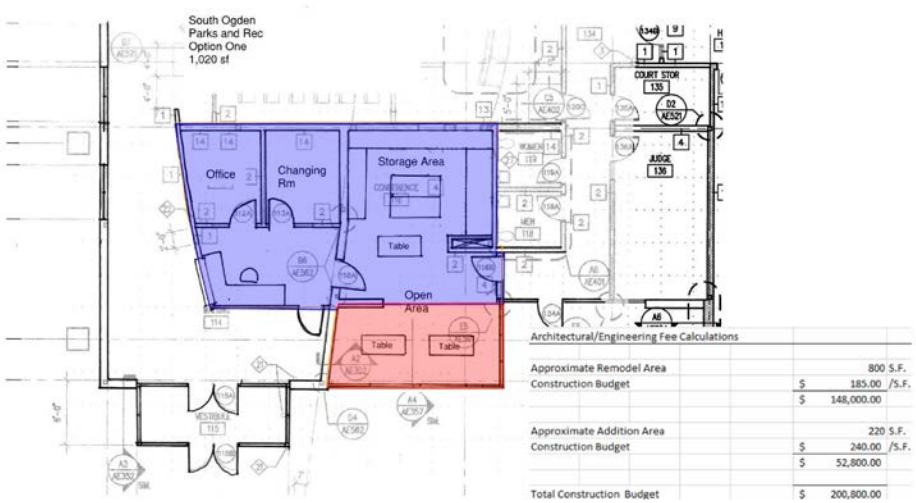
SOUTH OGDEN

South Ogden Parks Remodel and Addition

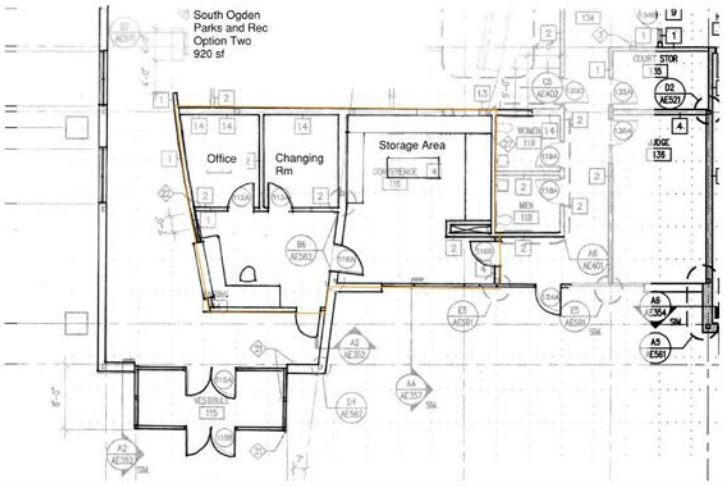
May 7, 2019



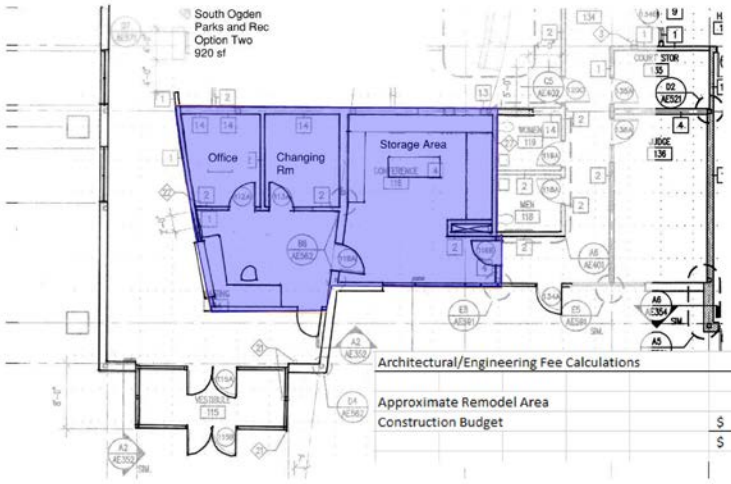
Option One



Option One Cost Estimates



Option Two



Architectural/Engineering Fee Calculations		
Approximate Remodel Area	920	S.F.
Construction Budget	$ 185.00	/S.F.
	$ 170,200.00	

Option Two Cost Estimates

Option One

Architectural/Engineering Fee Calculations		
Approximate Remodel Area	800	S.F.
Construction Budget	$ 185.00	/S.F.
	$ 148,000.00	
Approximate Addition Area	220	S.F.
Construction Budget	$ 240.00	/S.F.
	$ 52,800.00	
Total Construction Budget	$ 200,800.00	
Proposed Architectural/Engineering Fee		
8.00%	8.00%	
Proposed Architectural/Engineering Fee	$ 16,064.00	

Option Two

Architectural/Engineering Fee Calculations		
Approximate Remodel Area	920	S.F.
Construction Budget	$ 185.00	/S.F.
	$ 170,200.00	
Total Construction Budget	$ 170,200.00	
Proposed Architectural/Engineering Fee		
8.00%	8.00%	
Proposed Architectural/Engineering Fee	$ 13,616.00	

Overall Fee Estimates

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-21300	**ACCOUNTS PAYABLE**			
13137	ROYALTY SERVICES GROUP INC	04/30/2019	05/30/2019	4,812.99
10-22230	**STATE WITHHOLDING PAYABLE**			
16365	UTAH STATE TAX COMMISSION	05/10/2019	05/30/2019	9,815.21
16365	UTAH STATE TAX COMMISSION	05/24/2019	05/30/2019	9,515.64
10-22277	**Misc P/R Deduct**			
16537	VASA FITNESS	05/09/2019	05/15/2019	127.54
10-22278	**Wash Natn'l Ins Payable**			
16905	WASHINGTON NATIONAL INS. CO.	05/01/2019	05/30/2019	1,081.35
10-22280	**AFLAC/Colonial Ins. Payable**			
320	AFLAC	05/12/2019	05/30/2019	86.21
3306	COLONIAL LIFE	04/25/2019	05/30/2019	248.18
10-22281	**DENTAL INSURANCE PAYABLE**			
4075	DENTAL SELECT	05/14/2019	05/30/2019	4,503.59
10-22282	**HEALTH INSURANCE PAYABLE**			
11665	PEHP GROUP INSURANCE	05/20/2019	05/30/2019	73,749.44
10-22283	**EyeMed Vision Payable**			
11665	PEHP GROUP INSURANCE	05/20/2019	05/30/2019	554.77
10-22284	**Liberty National Ins Payable**			
9005	LIBERTY NATIONAL LIFE INS. CO.	05/28/2019	05/30/2019	232.45
10-22285	**GARNISHMENTS PAYABLE**			
11040	OFFICE OF RECOVERY SERVICES	05/10/2019	05/15/2019	1,200.00
11040	OFFICE OF RECOVERY SERVICES	05/10/2019	05/15/2019	173.40
11040	OFFICE OF RECOVERY SERVICES	05/10/2019	05/15/2019	125.54
11040	OFFICE OF RECOVERY SERVICES	05/24/2019	05/30/2019	1,200.00
11040	OFFICE OF RECOVERY SERVICES	05/24/2019	05/30/2019	173.40
11040	OFFICE OF RECOVERY SERVICES	05/24/2019	05/30/2019	125.54
15945	UHEAA	05/10/2019	05/30/2019	101.71
15945	UHEAA	05/24/2019	05/30/2019	52.69
10-22290	**DISABILITY PAYABLE**			
12300	PUBLIC EMPLOYEES LT DISABILITY	05/10/2019	05/30/2019	653.82
12300	PUBLIC EMPLOYEES LT DISABILITY	05/24/2019	05/30/2019	660.50
10-22291	**LIFE INSURANCE PAYABLE**			
9020	LIFEMAP ASSURANCE COMPANY	04/25/2019	05/01/2019	814.59
9020	LIFEMAP ASSURANCE COMPANY	05/29/2019	05/30/2019	826.20
10-23200	**Community Facility Deposit**			
25713	HAMPTON, SALLY	05/02/2019	05/08/2019	100.00
10-23230	**PARK BOWERY DEPOSITS PAYABLE**			
8490	KING, KA DE	05/14/2019	05/22/2019	25.00
25313	GUTIERREZ JOCELYN	05/01/2019	05/15/2019	25.00
25606	WHITAKER EUGENE	05/20/2019	05/22/2019	25.00
25718	HERNANDEZ, SYLVIANA	05/06/2019	05/15/2019	25.00
25719	MAGANA, YOLANDA	05/06/2019	05/15/2019	25.00
25728	PARKER, JOSHUA	05/14/2019	05/22/2019	25.00
25729	MARTINEZ, JACKIE	05/20/2019	05/22/2019	25.00
25730	DEAN, JENNIFER	05/14/2019	05/22/2019	25.00
25731	SOTO, RAFAEL	05/14/2019	05/22/2019	25.00
10-23260	**BAIL HELD IN TRUST PAYABLE**			
9100	LOANS FOR LESS	04/05/2019	05/08/2019	400.00
9100	LOANS FOR LESS	04/11/2019	05/08/2019	300.00
9100	LOANS FOR LESS	04/05/2019	05/08/2019	200.00
9100	LOANS FOR LESS	04/16/2019	05/08/2019	200.00
9100	LOANS FOR LESS	04/11/2019	05/08/2019	300.00
9100	LOANS FOR LESS	03/25/2019	05/08/2019	300.00
9100	LOANS FOR LESS	04/05/2019	05/08/2019	100.00
9100	LOANS FOR LESS	04/30/2019	05/08/2019	200.00
9100	LOANS FOR LESS	04/11/2019	05/08/2019	100.00
9100	LOANS FOR LESS	04/30/2019	05/08/2019	100.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
9100	LOANS FOR LESS	04/16/2019	05/08/2019	200.00
9100	LOANS FOR LESS	04/30/2019	05/08/2019	200.00
9100	LOANS FOR LESS	04/11/2019	05/08/2019	200.00
9100	LOANS FOR LESS	04/16/2019	05/08/2019	200.00
9100	LOANS FOR LESS	04/16/2019	05/08/2019	300.00
9100	LOANS FOR LESS	04/30/2019	05/08/2019	200.00
9100	LOANS FOR LESS	04/30/2019	05/08/2019	200.00
9100	LOANS FOR LESS	04/03/2019	05/08/2019	200.00
9100	LOANS FOR LESS	04/24/2019	05/22/2019	200.00
9100	LOANS FOR LESS	05/10/2019	05/22/2019	200.00
9100	LOANS FOR LESS	05/08/2019	05/22/2019	300.00
25711	TORRES, JUAN	04/11/2019	05/08/2019	200.00
25714	GOMEZ, TAIRA RANAE	04/11/2019	05/08/2019	640.00
25714	GOMEZ, TAIRA RANAE	04/11/2019	05/08/2019	538.80-
25736	BIRD, BRAXTON	05/20/2019	05/30/2019	361.00
10-32-100 Business Licenses				
1620	BIG LOTS #4108	05/15/2019	05/22/2019	130.00
11470	PAPA MURPHY'S PIZZA	05/14/2019	05/22/2019	260.00
25054	PROGRESSIVE PRESCHOOL	05/15/2019	05/22/2019	130.00
25725	HART, WINSTON	05/15/2019	05/22/2019	10.00
25726	BROMAN, MARIA	05/15/2019	05/22/2019	37.40
25727	McDONNELL, LISA	05/15/2019	05/22/2019	10.00
25737	BRUESTLE, MARY	05/23/2019	05/30/2019	31.82
10-34-200 Baseball Revenue				
25724	MUELLER, JENNI	05/13/2019	05/15/2019	50.00
25724	MUELLER, JENNI	05/13/2019	05/15/2019	10.00-
10-34-300 Softball Fees				
25716	FORD, CAMILLE	04/26/2019	05/08/2019	55.00
25716	FORD, CAMILLE	04/26/2019	05/08/2019	10.00-
10-34-356 Comp Adult Volleyball				
25715	FLOREK, HEIDI	04/26/2019	05/08/2019	225.00
10-34-850 Bowery Rental				
25313	GUTIERREZ JOCELYN	05/01/2019	05/15/2019	50.00
10-36-100 Interest				
13137	ROYALTY SERVICES GROUP INC	04/30/2019	05/30/2019	29.37
10-41-230 Travel & Training				
5060	FAIRFIELD INN	04/29/2019	05/01/2019	435.97
5060	FAIRFIELD INN	04/29/2019	05/01/2019	293.64
5060	FAIRFIELD INN	04/29/2019	05/01/2019	435.97
12445	RAMADA INN	05/03/2019	05/22/2019	198.64
16320	UTAH LEAGUE OF CITIES & TOWNS	04/15/2019	05/08/2019	280.00
16320	UTAH LEAGUE OF CITIES & TOWNS	04/15/2019	05/08/2019	280.00
16320	UTAH LEAGUE OF CITIES & TOWNS	04/15/2019	05/08/2019	280.00
16320	UTAH LEAGUE OF CITIES & TOWNS	04/15/2019	05/08/2019	280.00
16320	UTAH LEAGUE OF CITIES & TOWNS	05/16/2019	05/30/2019	100.00
25081	HOWARD, MIKE	04/28/2019	05/08/2019	285.78
10-43-230 Travel & Training				
17716	WOODS CROSS CITY	05/02/2019	05/08/2019	128.28
10-43-275 State Surcharge				
16375	UTAH STATE TREASURER	04/30/2019	05/08/2019	12,132.88
10-43-310 Professional & Technical				
7565	INTERMOUNTAIN WORK MED	05/01/2019	05/15/2019	31.00
25252	CERTIFIED SHRED INC.	04/26/2019	05/15/2019	19.66
10-44-210 Books, Subscriptions & Member				
5830	GFOA	04/25/2019	05/01/2019	190.00
10-44-230 Travel & Training				
1530	BEST WESTERN ABBEY INN	04/25/2019	05/01/2019	312.69
4290	DIXON, MATT	05/13/2019	05/15/2019	91.50

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
5060	FAIRFIELD INN	04/29/2019	05/01/2019	810.29
6785	HENSLEY, ADAM	05/15/2019	05/15/2019	91.50
9010	LIEBERSBACH, STEVE	05/17/2019	05/30/2019	88.25
9010	LIEBERSBACH, STEVE	05/17/2019	05/30/2019	1,175.48
9010	LIEBERSBACH, STEVE	05/17/2019	05/30/2019	297.00
9010	LIEBERSBACH, STEVE	05/17/2019	05/30/2019	75.00
16320	UTAH LEAGUE OF CITIES & TOWNS	04/15/2019	05/08/2019	280.00
25708	WAGNER LOT, SLC	03/24/2019	05/01/2019	8.00
10-44-240	**Office Supplies & Miscell**			
535	AMAZON.COM	05/06/2019	05/08/2019	17.98
7930	JIBE	04/15/2019	05/08/2019	108.00
14500	STAPLES	05/17/2019	05/22/2019	453.41
10-44-280	**Telephone**			
935	AT&T MOBILITY	04/20/2019	05/08/2019	8.14
16590	VERIZON WIRELESS	04/23/2019	05/08/2019	6.45-
10-44-310	**Professional & Technical**			
6675	HEALTH EQUITY INC	05/01/2019	05/15/2019	139.50
10580	NATIONAL BENEFITS SERVICES	04/30/2019	05/08/2019	52.00
14950	SUPERIOR WATER AND AIR, INC.	05/01/2019	05/22/2019	24.95
25252	CERTIFIED SHRED INC.	04/26/2019	05/15/2019	39.34
10-49-130	**Retirement Benefits**			
4075	DENTAL SELECT	05/14/2019	05/30/2019	24.42
11665	PEHP GROUP INSURANCE	05/20/2019	05/30/2019	538.38
10-49-220	**Public Notices**			
758	JOBMATCH, LLC	04/19/2019	05/30/2019	539.00
14470	STANDARD EXAMINER	03/12/2019	05/15/2019	298.00
14470	STANDARD EXAMINER	04/30/2019	05/15/2019	126.25
14470	STANDARD EXAMINER	04/30/2019	05/15/2019	271.25
10-49-250	**Unemployment**			
16250	UTAH DEPT OF WORKFORCE SVC	05/01/2019	05/08/2019	123.64
10-49-260	**Workers Compensation**			
16325	UTAH LOCAL GOVERNMENTS TRUST	04/10/2019	05/30/2019	9,893.32
16325	UTAH LOCAL GOVERNMENTS TRUST	05/10/2019	05/30/2019	9,893.32
16325	UTAH LOCAL GOVERNMENTS TRUST	05/29/2019	05/30/2019	9,893.32
10-49-291	**Newsletter Printing**			
490	ALPHAGRAPHICS	05/02/2019	05/08/2019	585.47
9375	MAILCHIMP	05/03/2019	05/22/2019	30.00
10-49-320	**Professional & Technical**			
16870	WASATCH CIVIL CONSULTING ENGINEERING	05/06/2019	05/22/2019	931.25
10-49-321	**I/T Supplies**			
1510	BEST BUY	04/22/2019	05/01/2019	19.99
16070	UPS	04/22/2019	05/01/2019	1.08
10-49-322	**Computer Contracts**			
17165	WEEBLY	05/06/2019	05/08/2019	7.95
10-49-323	**City-wide Telephone**			
2860	CENTURY LINK	05/01/2019	05/22/2019	185.85
10-49-329	**Server Repairs**			
2810	CDW-G	02/14/2019	05/22/2019	41.36
10-49-500	**City Safety/Wellness Program**			
5540	FRESH MARKET	05/15/2019	05/22/2019	300.00
10-49-510	**Insurance**			
16325	UTAH LOCAL GOVERNMENTS TRUST	05/29/2019	05/30/2019	875.02
16325	UTAH LOCAL GOVERNMENTS TRUST	05/29/2019	05/30/2019	105.51
10-49-520	**Employee Assistance Plan**			
1695	BLOMQUIST HALE CONSULTING GROU	05/01/2019	05/08/2019	300.00
10-49-597	**Employee Recognition Prog**			
3090	CINEMARK THEATRES	04/24/2019	05/01/2019	1,810.00
5540	FRESH MARKET	05/02/2019	05/08/2019	2,105.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
5540	FRESH MARKET	05/15/2019	05/22/2019	30.00
10-49-599 Easter Egg Hunt				
535	AMAZON.COM	04/15/2019	05/08/2019	279.00
535	AMAZON.COM	04/15/2019	05/08/2019	63.96
535	AMAZON.COM	04/15/2019	05/08/2019	206.71
535	AMAZON.COM	04/15/2019	05/08/2019	462.52
9070	LITTLE CAESAR'S	04/19/2019	05/01/2019	107.36
13335	SAMS CLUB	04/19/2019	05/01/2019	91.15
15675	TRAFFIC SAFETY RENTALS	04/25/2019	05/08/2019	30.00
10-49-601 Community Brand				
7930	JIBE	04/15/2019	05/08/2019	325.00
10-49-605 Continuing Education				
1080	BAIRD, KADEN	05/29/2019	05/30/2019	937.00
10-51-260 Senior Center Maint & Util				
154	AAF INTERNATIONAL	02/11/2019	05/22/2019	175.20
4350	DOMINION ENERGY	04/25/2019	05/08/2019	55.95
4350	DOMINION ENERGY	05/23/2019	05/30/2019	32.75
12965	ROCKY MOUNTAIN POWER	04/29/2019	05/08/2019	136.00
10-51-262 Old City Hall Utilities				
4350	DOMINION ENERGY	04/29/2019	05/08/2019	119.48
12965	ROCKY MOUNTAIN POWER	04/29/2019	05/08/2019	313.33
10-51-263 Fire Station #82 Utilities				
4350	DOMINION ENERGY	04/25/2019	05/08/2019	96.28
4350	DOMINION ENERGY	05/23/2019	05/30/2019	39.74
12965	ROCKY MOUNTAIN POWER	05/01/2019	05/15/2019	321.12
10-51-264 Station #82 Maintenance				
8911	LEE'S PEST CONTROL	05/08/2019	05/22/2019	65.00
10345	MOTION INDUSTRIES, INC.	04/29/2019	05/08/2019	24.16
13850	SHERWIN WILLIAMS	05/07/2019	05/22/2019	19.69
10-51-265 Cleaning Contract				
12545	RECOMMENDED BUILDING MAINTENAN	05/01/2019	05/08/2019	1,299.50
10-51-266 Elevator Maintenance				
8670	LABOR COMMISSION SAFETY DIV.	05/09/2019	05/22/2019	85.00
10-51-270 New City Hall Maintenance				
3095	CINTAS CORPORATION	05/03/2019	05/15/2019	49.45
3095	CINTAS CORPORATION	05/17/2019	05/30/2019	49.45
7920	JERRY'S PLUMBING SPECIALTIES	04/22/2019	05/08/2019	11.12
8911	LEE'S PEST CONTROL	05/08/2019	05/22/2019	170.00
10345	MOTION INDUSTRIES, INC.	03/25/2019	05/08/2019	1.36
10345	MOTION INDUSTRIES, INC.	04/30/2019	05/08/2019	71.45
10345	MOTION INDUSTRIES, INC.	05/07/2019	05/22/2019	292.72
12545	RECOMMENDED BUILDING MAINTENAN	05/01/2019	05/08/2019	78.50
12925	ROBERTSON, CHERYL	05/01/2019	05/08/2019	150.00
13690	SERVCO	04/26/2019	05/08/2019	380.00
16465	VALLEY NURSERY INCORPORATED	05/20/2019	05/30/2019	150.00
17385	WHITEHEAD WHOLESALE ELECTRIC	05/07/2019	05/22/2019	53.70
17385	WHITEHEAD WHOLESALE ELECTRIC	05/13/2019	05/30/2019	100.64
10-51-275 New City Hall Utilities				
4350	DOMINION ENERGY	04/25/2019	05/08/2019	631.83
4350	DOMINION ENERGY	05/23/2019	05/30/2019	479.57
12965	ROCKY MOUNTAIN POWER	04/29/2019	05/08/2019	3,721.91
10-51-280 Old City Building Repairs				
8911	LEE'S PEST CONTROL	05/08/2019	05/22/2019	65.00
10-52-310 Professional & Technical Servi				
8740	LANDMARK DESIGN	05/07/2019	05/22/2019	5,214.65
16325	UTAH LOCAL GOVERNMENTS TRUST	05/10/2019	05/30/2019	2,000.00
10-55-131 WTC - A/C Contract				
16590	VERIZON WIRELESS	04/23/2019	05/08/2019	40.01

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10-55-132 Liquor Funds Expenditures				
16070	UPS	05/01/2019	05/08/2019	16.80
16070	UPS	05/06/2019	05/15/2019	33.60
16070	UPS	05/13/2019	05/15/2019	16.80
10-55-150 Death Benefit Ins. - Police				
11665	PEHP GROUP INSURANCE	05/20/2019	05/30/2019	26.60
10-55-230 Travel & Training - Police				
3030	CHRISTENSEN, SCOTT	04/05/2019	05/08/2019	129.00
10-55-240 Office Supplies - Police				
12830	RICOH USA, INC	04/22/2019	05/08/2019	186.84
10-55-245 Clothing Contract - Police				
3780	CURTIS BLUE LINE	04/17/2019	05/08/2019	71.00
10-55-246 Special Dept Supplies - Police				
535	AMAZON.COM	05/06/2019	05/15/2019	25.48
535	AMAZON.COM	05/14/2019	05/30/2019	35.98
3695	CROWN TROPHY	05/13/2019	05/30/2019	8.50
3880	DASH MEDICAL GLOVES	05/13/2019	05/30/2019	71.90
13995	SIRCHIE FINGER PRINT LABORATOR	04/24/2019	05/01/2019	117.65
14950	SUPERIOR WATER AND AIR, INC.	05/14/2019	05/22/2019	24.95
16210	UTAH CORRECTIONAL INDUSTRIES	05/08/2019	05/15/2019	172.59
25472	NARTEC, INC.	05/01/2019	05/08/2019	376.26
10-55-247 Animal Control Costs				
695	ANIMAL CARE VETERINARY HOSPITAL	04/30/2019	05/15/2019	2,962.56
2530	CAMPBELL PET COMPANY	04/24/2019	05/01/2019	345.60
10510	MWI ANIMAL HEALTH	04/25/2019	05/08/2019	530.00
10-55-248 Vehicle Maintenance - Police				
5050	FACTORY MOTOR PARTS CO.	04/08/2019	05/08/2019	141.44
5050	FACTORY MOTOR PARTS CO.	04/08/2019	05/08/2019	141.44
5260	FIRST CALL (O'REILLY)	04/23/2019	05/08/2019	14.97
5260	FIRST CALL (O'REILLY)	04/18/2019	05/08/2019	157.02
10570	NAPA AUTO PARTS	04/23/2019	05/08/2019	125.89
10570	NAPA AUTO PARTS	04/23/2019	05/08/2019	48.00
12775	RICHARDS SIGN COMPANY	03/29/2019	05/15/2019	1,770.00
16560	VEHICLE LIGHTING SOLUTIONS	04/24/2019	05/08/2019	335.40
16560	VEHICLE LIGHTING SOLUTIONS	04/11/2019	05/08/2019	59.51
17320	WESTLAND FORD	04/25/2019	05/08/2019	19.64
17320	WESTLAND FORD	04/16/2019	05/08/2019	271.62
17320	WESTLAND FORD	04/25/2019	05/08/2019	39.91
10-55-280 Telephone/Internet - Police				
935	AT&T MOBILITY	04/20/2019	05/08/2019	28.56
14435	SPRINT	04/28/2019	05/15/2019	463.67
16590	VERIZON WIRELESS	04/23/2019	05/08/2019	1,025.36
10-55-300 Gas, Oil & Tires - Police				
7725	JACK'S TIRE & OIL, INC.	04/26/2019	05/08/2019	668.80
14525	STATE OF UTAH GAS CARD-FUELMAN	05/30/2019	05/30/2019	3,401.48
10-55-310 Professional & Tech - Police				
8965	LES OLSON COMPANY	04/23/2019	05/08/2019	133.50
10-55-450 K-9				
207	ACTIVEDOGS.COM	04/24/2019	05/01/2019	892.39
535	AMAZON.COM	04/24/2019	05/01/2019	143.58
3495	COSTCO	05/10/2019	05/15/2019	782.92
11755	PETCO	05/10/2019	05/15/2019	179.99
12525	RAY ALLEN MANUFACTURING CO.	04/24/2019	05/01/2019	87.96
10-55-750 Capital Outlay - Police				
13325	SAM T. EVANS	04/12/2019	05/15/2019	1,940.00
10-57-210 Memberships, Books & Subscrptn				
535	AMAZON.COM	05/16/2019	05/22/2019	84.69
535	AMAZON.COM	05/16/2019	05/22/2019	60.39

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10-57-230 Travel & Training				
14055	SLC INTERNATIONAL AIRPORT	04/28/2019	05/01/2019	41.00
14055	SLC INTERNATIONAL AIRPORT	05/22/2019	05/30/2019	27.00
25709	AVIS RENT A CAR	04/28/2019	05/01/2019	.38
25732	COUNTRY INN & SUITES	04/25/2019	05/22/2019	93.24
25732	COUNTRY INN & SUITES	04/25/2019	05/22/2019	93.24
25732	COUNTRY INN & SUITES	04/25/2019	05/22/2019	93.24
10-57-240 Office Supplies & Expense				
14500	STAPLES	04/20/2019	05/22/2019	2.40
14500	STAPLES	10/26/2018	05/22/2019	1.72-
10-57-246 Special Department Supplies				
535	AMAZON.COM	05/01/2019	05/08/2019	54.04
535	AMAZON.COM	05/10/2019	05/22/2019	12.99
535	AMAZON.COM	05/10/2019	05/22/2019	14.99
3495	COSTCO	04/29/2019	05/01/2019	315.35
3495	COSTCO	04/23/2019	05/01/2019	173.38
3495	COSTCO	04/23/2019	05/01/2019	5.28
3495	COSTCO	05/10/2019	05/22/2019	47.98
9180	LOWE'S BUSINESS ACCOUNT	04/29/2019	05/01/2019	56.20
14950	SUPERIOR WATER AND AIR, INC.	05/01/2019	05/08/2019	49.90
14950	SUPERIOR WATER AND AIR, INC.	05/01/2019	05/08/2019	24.95
15735	TRICKEDOUT ACCESSORIES	05/10/2019	05/22/2019	49.99
25710	TOPPER BAKERY	04/22/2019	05/01/2019	31.90
10-57-250 Vehicle Maintenance				
14940	SUPERIOR EQUIPMENT	04/24/2019	05/08/2019	1,469.85
10-57-255 Other Equipment Maintenance				
535	AMAZON.COM	05/01/2019	05/08/2019	29.98
10-57-280 Telephone/Internet				
3325	COMCAST	04/26/2019	05/01/2019	203.77
14435	SPRINT	04/28/2019	05/15/2019	53.14
16590	VERIZON WIRELESS	04/23/2019	05/08/2019	320.08
10-57-300 Gas, Oil & Tires				
14525	STATE OF UTAH GAS CARD-FUELMAN	05/03/2019	05/30/2019	691.08
10-57-310 Professional & Technical				
1467	BENSON, MEGAN	03/06/2019	05/22/2019	15.00
7565	INTERMOUNTAIN WORK MED	05/01/2019	05/15/2019	31.00
7565	INTERMOUNTAIN WORK MED	05/01/2019	05/15/2019	31.00
7565	INTERMOUNTAIN WORK MED	05/01/2019	05/15/2019	31.00
10-57-329 Computer Repairs				
535	AMAZON.COM	05/14/2019	05/15/2019	15.98
10-57-330 Fire Prevention/ Community Edu				
12095	POSITIVE PROMOTIONS, INC.	04/26/2019	05/08/2019	569.08
10-57-400 Emergency Management Planning				
4243	DISH NETWORK	04/26/2019	05/01/2019	107.02
4243	DISH NETWORK	05/24/2019	05/30/2019	107.02
13410	SATCOM GLOBAL INC.	05/01/2019	05/08/2019	101.57
10-57-700 Small Equipment				
735	APPARATUS EQUIPMENT & SERVICES	05/01/2019	05/22/2019	1,163.00
2810	CDW-G	05/03/2019	05/22/2019	1,948.73
9180	LOWE'S BUSINESS ACCOUNT	05/06/2019	05/15/2019	266.98
10-57-750 Capital Outlay				
2810	CDW-G	05/02/2019	05/22/2019	1,780.59
2810	CDW-G	05/03/2019	05/22/2019	278.39
2810	CDW-G	05/04/2019	05/22/2019	87.90
10-58-280 CELLULAR PHONE				
14435	SPRINT	04/28/2019	05/15/2019	60.25
16590	VERIZON WIRELESS	04/23/2019	05/08/2019	40.01

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10-58-300 Gas, Oil & Tires				
14525	STATE OF UTAH GAS CARD-FUELMAN	05/03/2019	05/30/2019	228.82
14525	STATE OF UTAH GAS CARD-FUELMAN	05/30/2019	05/30/2019	130.71
10-58-315 PROFESSIONAL & TECHNICAL				
17292	WEST COAST CODE CONSULTANTS, INC.	04/10/2019	05/08/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	04/10/2019	05/08/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	04/10/2019	05/08/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	04/10/2019	05/08/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	03/15/2019	05/08/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	03/15/2019	05/08/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	03/15/2019	05/08/2019	85.00
17292	WEST COAST CODE CONSULTANTS, INC.	03/15/2019	05/08/2019	85.00
10-60-240 Office Supplies & Expense				
535	AMAZON.COM	05/16/2019	05/30/2019	53.43
3495	COSTCO	05/16/2019	05/30/2019	274.40
10-60-248 Vehicle Maintenance				
14010	SIX STATES	05/03/2019	05/15/2019	143.26
10-60-260 Building & Grounds Maintenance				
7145	HOME DEPOT CREDIT SERVICES	04/17/2019	05/08/2019	15.97
13110	ROTO-ROOTER	05/14/2019	05/22/2019	289.98
17385	WHITEHEAD WHOLESALE ELECTRIC	03/13/2019	05/22/2019	5.75
17385	WHITEHEAD WHOLESALE ELECTRIC	04/30/2019	05/22/2019	1.00
10-60-270 Utilities				
4350	DOMINION ENERGY	04/25/2019	05/08/2019	527.77
4350	DOMINION ENERGY	04/25/2019	05/08/2019	219.23
4350	DOMINION ENERGY	05/23/2019	05/30/2019	226.59
4350	DOMINION ENERGY	05/23/2019	05/30/2019	95.52
12965	ROCKY MOUNTAIN POWER	04/22/2019	05/08/2019	1,429.18
12965	ROCKY MOUNTAIN POWER	04/29/2019	05/08/2019	47.71
12965	ROCKY MOUNTAIN POWER	04/29/2019	05/08/2019	34.50
12965	ROCKY MOUNTAIN POWER	04/29/2019	05/08/2019	20.56
12965	ROCKY MOUNTAIN POWER	05/01/2019	05/15/2019	13.40
12965	ROCKY MOUNTAIN POWER	05/01/2019	05/15/2019	23.05
12965	ROCKY MOUNTAIN POWER	04/30/2019	05/15/2019	877.54
12965	ROCKY MOUNTAIN POWER	04/30/2019	05/15/2019	148.63
12965	ROCKY MOUNTAIN POWER	04/30/2019	05/15/2019	36.00
12965	ROCKY MOUNTAIN POWER	05/01/2019	05/15/2019	12.83
12965	ROCKY MOUNTAIN POWER	04/30/2019	05/15/2019	18.17
12965	ROCKY MOUNTAIN POWER	05/06/2019	05/15/2019	28.53
12965	ROCKY MOUNTAIN POWER	05/06/2019	05/15/2019	5.93
12965	ROCKY MOUNTAIN POWER	05/03/2019	05/15/2019	10.86
12965	ROCKY MOUNTAIN POWER	05/10/2019	05/22/2019	154.44
12965	ROCKY MOUNTAIN POWER	05/21/2019	05/30/2019	1,434.79
10-60-280 Telephone				
14435	SPRINT	04/28/2019	05/15/2019	76.28
10-60-300 Gas, Oil & Tires				
14525	STATE OF UTAH GAS CARD-FUELMAN	05/03/2019	05/30/2019	1,293.80
10-60-310 Professional				
8965	LES OLSON COMPANY	04/23/2019	05/08/2019	161.32
14950	SUPERIOR WATER AND AIR, INC.	05/01/2019	05/22/2019	24.95
10-60-400 Class C Maintenance				
6090	GRANITE CONSTRUCTION CO.	04/24/2019	05/08/2019	431.29
6090	GRANITE CONSTRUCTION CO.	04/23/2019	05/08/2019	239.20
6090	GRANITE CONSTRUCTION CO.	04/23/2019	05/08/2019	386.14
6090	GRANITE CONSTRUCTION CO.	04/25/2019	05/15/2019	21.50
6090	GRANITE CONSTRUCTION CO.	04/29/2019	05/22/2019	548.68
6090	GRANITE CONSTRUCTION CO.	05/02/2019	05/22/2019	391.30
6090	GRANITE CONSTRUCTION CO.	05/10/2019	05/30/2019	86.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-60-480	Special Department Supplies			
1295	BATTERIES PLUS	05/09/2019	05/22/2019	184.95
6845	HERRICK INDUSTRIAL SUPPLY	05/15/2019	05/30/2019	94.50
7145	HOME DEPOT CREDIT SERVICES	04/22/2019	05/08/2019	119.88
8457	KIMBALL MIDWEST	04/16/2019	05/08/2019	303.12
11525	PARTSMASTER	04/30/2019	05/15/2019	412.70
14025	SKY BLUE INDUSTRIES, INC.	05/06/2019	05/15/2019	79.20
16025	UNITED RENTALS NORTHWEST, INC.	04/11/2019	05/30/2019	842.98
10-60-725	**Sidewalk Replacements**			
3817	CUTZ TREEZ	04/01/2019	05/30/2019	250.00
3817	CUTZ TREEZ	05/09/2019	05/30/2019	800.00
3817	CUTZ TREEZ	04/01/2019	05/30/2019	350.00
5577	FUENTES CONCRETE	04/18/2019	05/30/2019	1,350.00
5577	FUENTES CONCRETE	04/18/2019	05/30/2019	2,200.00
5577	FUENTES CONCRETE	04/18/2019	05/30/2019	200.00-
10-60-730	**Street Light Maintenance**			
1665	BLACK & McDONALD	05/10/2019	05/15/2019	54.31
1665	BLACK & McDONALD	05/10/2019	05/15/2019	661.54
1665	BLACK & McDONALD	05/10/2019	05/15/2019	91.79
1665	BLACK & McDONALD	05/10/2019	05/30/2019	2,369.93
10-60-750	**Capital Outlay**			
11173	OLD DOMINION BRUSH	04/29/2019	05/30/2019	92,140.75
10-70-240	**Special Dept. Supplies - Parks**			
2865	CERTIFIED LABORATORIES	04/16/2019	05/15/2019	215.00
4985	EWING IRRIGATION PRODUCTS	04/18/2019	05/08/2019	130.08
7145	HOME DEPOT CREDIT SERVICES	04/09/2019	05/08/2019	63.92
7145	HOME DEPOT CREDIT SERVICES	03/05/2019	05/08/2019	132.08
7145	HOME DEPOT CREDIT SERVICES	04/23/2019	05/08/2019	639.70
7150	HONEY BUCKET	04/26/2019	05/15/2019	165.00
7920	JERRY'S PLUMBING SPECIALTIES	04/24/2019	05/08/2019	4.64
14025	SKY BLUE INDUSTRIES, INC.	05/13/2019	05/22/2019	127.57
14430	CHAD'S SPRINKLING SUPPLY	04/29/2019	05/15/2019	152.10
14430	CHAD'S SPRINKLING SUPPLY	05/01/2019	05/15/2019	23.82
14430	CHAD'S SPRINKLING SUPPLY	04/30/2019	05/15/2019	24.75
14430	CHAD'S SPRINKLING SUPPLY	05/01/2019	05/15/2019	17.53
14430	CHAD'S SPRINKLING SUPPLY	05/03/2019	05/30/2019	5.18
14430	CHAD'S SPRINKLING SUPPLY	05/20/2019	05/30/2019	27.76
14430	CHAD'S SPRINKLING SUPPLY	05/07/2019	05/30/2019	2.96
14455	STAKER & PARSON COMPANIES	05/10/2019	05/30/2019	771.89
14455	STAKER & PARSON COMPANIES	05/03/2019	05/30/2019	1,441.63
15264	TEMPORARY FENCE, INC.	04/30/2019	05/15/2019	220.50
16465	VALLEY NURSERY INCORPORATED	04/30/2019	05/15/2019	120.00
10-70-244	**Office Supplies Expense**			
490	ALPHAGRAPHICS	04/29/2019	05/08/2019	130.73
3100	CINTAS FIRST AID & SAFETY	05/17/2019	05/30/2019	45.58
10-70-248	**Vehicle Maintenance**			
12905	RMT EQUIPMENT	05/02/2019	05/15/2019	120.79
14010	SIX STATES	04/12/2019	05/15/2019	202.08
17320	WESTLAND FORD	04/30/2019	05/08/2019	64.83
10-70-260	**Building Maintenance**			
7145	HOME DEPOT CREDIT SERVICES	04/10/2019	05/08/2019	63.80
7145	HOME DEPOT CREDIT SERVICES	03/28/2019	05/08/2019	106.87
7145	HOME DEPOT CREDIT SERVICES	03/28/2019	05/08/2019	91.04
8911	LEE'S PEST CONTROL	05/08/2019	05/22/2019	65.00
10-70-270	**Utilities**			
4350	DOMINION ENERGY	04/26/2019	05/08/2019	209.43
4350	DOMINION ENERGY	05/22/2019	05/30/2019	11.64
12965	ROCKY MOUNTAIN POWER	04/29/2019	05/08/2019	209.38

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12965	ROCKY MOUNTAIN POWER	04/29/2019	05/08/2019	28.41
12965	ROCKY MOUNTAIN POWER	04/30/2019	05/15/2019	18.85
12965	ROCKY MOUNTAIN POWER	04/30/2019	05/15/2019	17.12
12965	ROCKY MOUNTAIN POWER	04/30/2019	05/15/2019	29.83
12965	ROCKY MOUNTAIN POWER	04/30/2019	05/15/2019	15.16
12965	ROCKY MOUNTAIN POWER	04/30/2019	05/15/2019	15.38
12965	ROCKY MOUNTAIN POWER	04/30/2019	05/15/2019	28.36
12965	ROCKY MOUNTAIN POWER	05/03/2019	05/15/2019	14.35
12965	ROCKY MOUNTAIN POWER	05/06/2019	05/15/2019	17.76
10-70-275 Off Leash Dog Area				
13137	ROYALTY SERVICES GROUP INC	04/30/2019	05/30/2019	1,816.91-
10-70-280 Telephone/Internet				
3325	COMCAST	05/13/2019	05/30/2019	284.07
14435	SPRINT	04/28/2019	05/15/2019	45.25
10-70-300 Gas, Oil & Tires				
14525	STATE OF UTAH GAS CARD-FUELMAN	05/03/2019	05/30/2019	61.51
14525	STATE OF UTAH GAS CARD-FUELMAN	05/30/2019	05/30/2019	566.68
10-70-310 Proffesional & Technical				
6715	HEAVY DUTY PLUMBING	05/18/2019	05/30/2019	1,728.00
6715	HEAVY DUTY PLUMBING	05/18/2019	05/30/2019	328.00
7565	INTERMOUNTAIN WORK MED	05/01/2019	05/15/2019	65.00
10385	MOUNTAIN ALARM	05/01/2019	05/22/2019	40.50
14950	SUPERIOR WATER AND AIR, INC.	05/01/2019	05/22/2019	19.95
10-70-550 Parks Maintenance Projects				
3395	CONSOLIDATED ELECTRICAL DIST.	05/01/2019	05/15/2019	106.62
8740	LANDMARK DESIGN	05/07/2019	05/22/2019	18,355.00
8740	LANDMARK DESIGN	05/07/2019	05/22/2019	8,498.00
12270	PRO-LINK FENCE CO.	05/14/2019	05/22/2019	145.00
14430	CHAD'S SPRINKLING SUPPLY	05/20/2019	05/30/2019	71.37
16870	WASATCH CIVIL CONSULTING ENGINEERING	05/06/2019	05/30/2019	8,729.13
10-70-750 Capital Outlay- Parks				
1632	BIG TEX TRAILER	04/05/2019	05/15/2019	3,500.00
15055	T.J. TRAILER	04/10/2019	05/15/2019	193.35
15055	T.J. TRAILER	04/05/2019	05/15/2019	582.66
10-71-241 Comp League Expenses				
16305	UTAH JAZZ	05/03/2019	05/30/2019	2,580.00
10-71-242 Special Dept. Supplies				
7145	HOME DEPOT CREDIT SERVICES	04/18/2019	05/08/2019	123.92
13850	SHERWIN WILLIAMS	05/09/2019	05/30/2019	136.68
10-71-280 Telephone/Internet				
3325	COMCAST	04/27/2019	05/08/2019	195.70
14435	SPRINT	04/28/2019	05/15/2019	45.25
16590	VERIZON WIRELESS	04/23/2019	05/08/2019	40.01
10-71-310 Professional & Technical				
7565	INTERMOUNTAIN WORK MED	05/01/2019	05/15/2019	31.00
7565	INTERMOUNTAIN WORK MED	05/01/2019	05/15/2019	31.00
7565	INTERMOUNTAIN WORK MED	05/01/2019	05/15/2019	31.00
7565	INTERMOUNTAIN WORK MED	05/01/2019	05/15/2019	31.00
8965	LES OLSON COMPANY	04/23/2019	05/08/2019	204.99
10385	MOUNTAIN ALARM	05/01/2019	05/22/2019	40.50
14412	BAKER, BRETT D.	04/29/2019	05/30/2019	1,594.00
10-71-350 Officials Fees				
1730	BLUEMEL, JASON	05/13/2019	05/22/2019	50.00
1950	BRANT, TOM	04/29/2019	05/08/2019	50.00
1950	BRANT, TOM	05/13/2019	05/22/2019	50.00
5615	GALBRAITH, RANDY	05/02/2019	05/08/2019	75.00
6115	GRAVES, SHAUN K	05/08/2019	05/30/2019	75.00
6420	HANCOCK, DAVE	04/30/2019	05/08/2019	100.00

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6420	HANCOCK, DAVE	05/07/2019	05/30/2019	50.00
7160	HOOPES, DEREK	04/30/2019	05/08/2019	50.00
7160	HOOPES, DEREK	05/21/2019	05/30/2019	50.00
7160	HOOPES, DEREK	05/23/2019	05/30/2019	75.00
7165	HOOTEN, COLIN	05/20/2019	05/30/2019	75.00
8107	JOLLEY, BRYCE	05/15/2019	05/22/2019	75.00
12070	PORTER, SCOTT	05/23/2019	05/30/2019	75.00
14200	SMOTHERS, TERRENCE	04/29/2019	05/08/2019	100.00
14200	SMOTHERS, TERRENCE	05/13/2019	05/22/2019	100.00
14200	SMOTHERS, TERRENCE	05/22/2019	05/30/2019	75.00
14200	SMOTHERS, TERRENCE	05/20/2019	05/30/2019	75.00
14950	SUPERIOR WATER AND AIR, INC.	05/01/2019	05/22/2019	19.95
25047	WILSON, KURT	04/29/2019	05/08/2019	100.00
25047	WILSON, KURT	05/22/2019	05/30/2019	75.00
25180	BIRKELAND, LARS	05/15/2019	05/22/2019	75.00
25225	FOCHTMAN, TYLER	05/02/2019	05/08/2019	75.00
25225	FOCHTMAN, TYLER	05/16/2019	05/22/2019	75.00
25225	FOCHTMAN, TYLER	05/21/2019	05/30/2019	50.00
25670	AGUILARD, KRIS	05/13/2019	05/22/2019	50.00
25670	AGUILARD, KRIS	05/07/2019	05/30/2019	100.00
25670	AGUILARD, KRIS	05/06/2019	05/30/2019	75.00
25670	AGUILARD, KRIS	05/21/2019	05/30/2019	100.00
25717	SHELTON, DAVID RAY	04/29/2019	05/08/2019	50.00
25717	SHELTON, DAVID RAY	05/08/2019	05/30/2019	75.00
25735	DAVENPORT, VERNON	05/06/2019	05/30/2019	75.00
12-40-350 Printing & Banners				
25720	MARRIAM, HEATHER	04/05/2019	05/09/2019	210.00
25721	L5C INVESTMENTS, LLC	04/23/2019	05/09/2019	2,760.00
25721	L5C INVESTMENTS, LLC	05/08/2019	05/22/2019	400.00
25721	L5C INVESTMENTS, LLC	05/08/2019	05/22/2019	12.00
12-40-375 Equipment Rentals				
13363	SANFORD, TAYLOR	05/06/2019	05/15/2019	150.00
12-40-475 Miscellaneous Expenses				
17165	WEEBLY	05/06/2019	05/08/2019	7.95
40-40-157 2018-2019 Road/Sidewalk Proj				
3817	CUTZ TREEZ	05/09/2019	05/30/2019	14,500.00
16870	WASATCH CIVIL CONSULTING ENGINEERING	05/06/2019	05/30/2019	6,914.13
40-40-550 Park Impact Fee Projects				
16870	WASATCH CIVIL CONSULTING ENGINEERING	05/06/2019	05/30/2019	5,483.50
51-21330 Hydrant Deposits Payable				
11105	OGDEN GOLF & COUNTRY CLUB	05/14/2019	05/22/2019	400.00
51-30-200 Water Sales				
25712	SCOTT LINDSAY CONSTRUCTION	04/30/2019	05/08/2019	50.00
51-30-210 Connection Fees Water				
25712	SCOTT LINDSAY CONSTRUCTION	04/30/2019	05/08/2019	150.00
25712	SCOTT LINDSAY CONSTRUCTION	04/30/2019	05/08/2019	25.00
51-30-220 Water Impact Fees				
25712	SCOTT LINDSAY CONSTRUCTION	04/30/2019	05/08/2019	486.07
51-40-230 Travel & Training				
13205	RURAL WATER ASSOC. OF UTAH	05/07/2019	05/15/2019	300.00
13245	RWAU	05/16/2019	05/30/2019	450.00
13245	RWAU	05/17/2019	05/30/2019	300.00
51-40-248 Vehicle Maintenance				
15055	T.J. TRAILER	01/08/2019	05/15/2019	62.00
17320	WESTLAND FORD	04/25/2019	05/08/2019	23.70
51-40-280 Telephone				
14435	SPRINT	04/28/2019	05/15/2019	78.79
16590	VERIZON WIRELESS	04/23/2019	05/08/2019	120.03

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51-40-300 Gas, Oil & Tires				
14525	STATE OF UTAH GAS CARD-FUELMAN	05/03/2019	05/30/2019	258.61
51-40-320 Blue Stake Service				
1725	BLUE STAKES OF UTAH	04/30/2019	05/15/2019	198.09
51-40-330 Valve Repair				
16405	UTILITY COATING & FABRICATION	04/23/2019	05/08/2019	5,900.00
51-40-480 Special Department Supplies				
2865	CERTIFIED LABORATORIES	04/30/2019	05/15/2019	169.85
3461	CORE AND MAIN	05/10/2019	05/30/2019	60.13
7627	IPACO, INC.	05/07/2019	05/22/2019	827.23
16025	UNITED RENTALS NORTHWEST, INC.	04/11/2019	05/30/2019	5,057.81
51-40-490 Water Sample Testing				
2955	CHEMTECH-FORD LABORATORIES	05/08/2019	05/22/2019	264.00
17045	WEBER BASIN WATER CONSERVANCY	05/07/2019	05/22/2019	180.00
51-40-701 Scada Upgrade				
2810	CDW-G	04/24/2019	05/08/2019	1,015.68
2810	CDW-G	04/22/2019	05/08/2019	1,212.62
2810	CDW-G	04/26/2019	05/22/2019	625.00
7145	HOME DEPOT CREDIT SERVICES	04/25/2019	05/08/2019	9.17
7145	HOME DEPOT CREDIT SERVICES	04/25/2019	05/08/2019	9.17
7145	HOME DEPOT CREDIT SERVICES	04/26/2019	05/08/2019	194.37
7145	HOME DEPOT CREDIT SERVICES	04/17/2019	05/08/2019	76.60
7145	HOME DEPOT CREDIT SERVICES	04/17/2019	05/08/2019	713.01
13850	SHERWIN WILLIAMS	04/29/2019	05/22/2019	292.58
52-30-250 Connection Fees Sewer				
25712	SCOTT LINDSAY CONSTRUCTION	04/30/2019	05/08/2019	100.00
52-40-280 Telephone				
3325	COMCAST	04/26/2019	05/08/2019	382.45
14435	SPRINT	04/28/2019	05/15/2019	84.53
52-40-290 Building Maintenance				
8911	LEE'S PEST CONTROL	05/08/2019	05/22/2019	70.00
52-40-300 Gas, Oil & Tires				
14525	STATE OF UTAH GAS CARD-FUELMAN	05/03/2019	05/30/2019	133.45
52-40-310 Professional & Technical				
3095	CINTAS CORPORATION	04/26/2019	05/08/2019	30.00
3095	CINTAS CORPORATION	05/03/2019	05/15/2019	46.80
3095	CINTAS CORPORATION	05/17/2019	05/30/2019	46.80
3095	CINTAS CORPORATION	02/08/2019	05/30/2019	30.00
52-40-315 Sewer Lines Cleaning Service				
7025	HOFFMAN UTAH, INC	04/05/2019	05/08/2019	647.50
7025	HOFFMAN UTAH, INC	04/03/2019	05/08/2019	185.00
52-40-480 Maintenance Supplies				
16025	UNITED RENTALS NORTHWEST, INC.	04/11/2019	05/30/2019	1,264.45
52-40-665 Video & Fix Trouble Spots				
7025	HOFFMAN UTAH, INC	04/05/2019	05/08/2019	971.25
7025	HOFFMAN UTAH, INC	04/12/2019	05/08/2019	647.50
7025	HOFFMAN UTAH, INC	03/05/2019	05/15/2019	1,677.55
53-40-248 Vehicle Maintenance				
17320	WESTLAND FORD	04/25/2019	05/08/2019	55.49
17320	WESTLAND FORD	04/25/2019	05/08/2019	137.78
53-40-280 Telephone				
14435	SPRINT	04/28/2019	05/15/2019	111.29
53-40-300 Gas, Oil & Tires				
14525	STATE OF UTAH GAS CARD-FUELMAN	05/03/2019	05/30/2019	519.73
53-40-400 System Maintenance Program				
7025	HOFFMAN UTAH, INC	04/19/2019	05/22/2019	462.50
53-40-480 Special Department Supplies				
4095	DE'S KEY SERVICE	04/24/2019	05/22/2019	7.50

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4095	DE'S KEY SERVICE	04/12/2019	05/22/2019	385.86
16025	UNITED RENTALS NORTHWEST, INC.	04/11/2019	05/30/2019	1,264.45
54-21310 Trailer Deposits				
6740	HENDERSON, ROSE M	05/17/2019	05/30/2019	100.00
8175	JORDAN, RINA	05/20/2019	05/30/2019	100.00
25722	FREELAND, KIRT	05/01/2019	05/15/2019	100.00
25723	SIDENKO, ANDRIY	05/03/2019	05/15/2019	100.00
25734	LEININGER, GREG R.	05/10/2019	05/30/2019	100.00
54-40-420 Allied Waste - Contract Srvc.				
460	ALLIED WASTE SERVICES #493	05/09/2019	05/30/2019	36,984.78
54-40-425 Recycled Earth Contract				
12550	RECYCLED EARTH	05/01/2019	05/22/2019	1,490.49
54-40-430 Tipping Fees				
17110	WEBER COUNTY TRANSFER STATION	04/30/2019	05/30/2019	23,345.00
54-40-440 Additional Cleanups				
460	ALLIED WASTE SERVICES #493	05/09/2019	05/30/2019	69.00
460	ALLIED WASTE SERVICES #493	05/09/2019	05/30/2019	504.70
58-40-230 Travel & Training				
1080	BAIRD, KADEN	05/24/2019	05/30/2019	19.00
10125	MINER, CLINTON	05/24/2019	05/30/2019	19.00
11600	PAYNE, MICHAEL	05/24/2019	05/30/2019	19.00
25733	HANDTEVY PEDIATRIC	05/15/2019	05/22/2019	295.00
25733	HANDTEVY PEDIATRIC	05/15/2019	05/22/2019	295.00
25733	HANDTEVY PEDIATRIC	05/15/2019	05/22/2019	295.00
58-40-245 Uniform Allowance				
150	A-1 UNIFORMS	05/08/2019	05/15/2019	36.00
150	A-1 UNIFORMS	05/15/2019	05/30/2019	828.00
58-40-280 Telephone				
14435	SPRINT	04/28/2019	05/15/2019	24.27
58-40-300 Gas, Oil & Tires				
14525	STATE OF UTAH GAS CARD-FUELMAN	05/03/2019	05/30/2019	460.27
58-40-310 Professional & Technical				
5510	FREDRICKSON, SCOTT H	05/06/2019	05/15/2019	5,000.00
10125	MINER, CLINTON	05/15/2019	05/30/2019	40.00
10125	MINER, CLINTON	05/15/2019	05/30/2019	63.25
10125	MINER, CLINTON	05/15/2019	05/30/2019	20.00
58-40-312 PMA Fees				
5265	FIRST PROFESSIONAL SERVICES CO	05/02/2019	05/15/2019	177.84
5265	FIRST PROFESSIONAL SERVICES CO	05/02/2019	05/15/2019	4,050.32
58-40-480 Special Department Supplies				
25252	CERTIFIED SHRED INC.	04/26/2019	05/15/2019	30.00
58-40-490 Disposable Medical Supplies				
9015	LIFE-ASSIST, INC.	04/29/2019	05/08/2019	1,163.44
9015	LIFE-ASSIST, INC.	05/14/2019	05/22/2019	91.40
10900	NORCO, INC.	04/05/2019	05/08/2019	48.68
10900	NORCO, INC.	04/19/2019	05/08/2019	60.02
10900	NORCO, INC.	04/25/2019	05/08/2019	82.70
10900	NORCO, INC.	04/30/2019	05/08/2019	189.60
61-40-400 Professional				
25319	UBER	05/23/2019	05/30/2019	62.61
66-40-100 Professional & Technical				
14070	SMITH HARTVIGSEN, PLLC	04/25/2019	05/22/2019	124.00
68-40-400 Professional & Technical				
14055	SLC INTERNATIONAL AIRPORT	05/21/2019	05/30/2019	18.00
14070	SMITH HARTVIGSEN, PLLC	04/25/2019	05/22/2019	799.50
14070	SMITH HARTVIGSEN, PLLC	04/25/2019	05/22/2019	6,866.50
14070	SMITH HARTVIGSEN, PLLC	04/25/2019	05/22/2019	4,776.25

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
Grand Totals:				539,131.91

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Only paid invoices included.
Invoice Detail.Description = {<>} "1099 adjustment"

ORDINANCE NO. 19-07

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, AMENDING AND READOPTING A COMPREHENSIVE, PARKS AND OPEN SPACE FACILITIES CAPITAL FACILITIES PLAN; CONFIRMING THE FINDINGS OF THE CITY'S PRIOR REVISED PARKS AND OPEN SPACE FACILITIES CAPITAL FACILITIES PLAN; ADOPTING A REVISED PARK IMPACT FEE; AMENDING THE CITY'S CONSOLIDATED FEE ORDINANCE AND ESTABLISHING AN EFFECTIVE DATE FOR THE PLAN.

Section 1 - Recitals

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") §10-3-717, the governing body of the city may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that in conformance with, and UC §10-3-701, the governing body of the city may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and,

WHEREAS, the City Council finds that in conformance with UC §11-36-201 et.seq., the governing body of the city must prepare and adopt a comprehensive, Parks and Open Space Facilities Capital Facilities Plan for the present and future growth and development needs of the city and to provide for and justify imposing certain impact fees within the city; and,

WHEREAS, the City Council finds that in conformance with UC §11-36-201 et.seq., a Parks and Open Space Facilities Capital Facilities Plan has been previously adopted as Ordinances 99-07, 01-27, 05-10, 06-02, and 17-05; and,

WHEREAS, the City Council finds that in conformance with UC §11-36-201, the capital facilities plan, and this amendment thereto, is adopted following a public hearing before the City Council or Planning Commission, as required, said hearings having now been held; and,

WHEREAS, the City Council finds that in conformance with UC §11-36-201, that the revised Parks and Open Space Facilities Capital Facilities Plan contemplated identifies, as required: (i) demands placed upon existing public facilities by new development activity; and (ii) the proposed means by which the City will meet those demands; and,

WHEREAS, the City Council finds that the other requirements of law, as recited in state statutes and prior Ordinances, have been set out and that conformance therewith by way of this amendment is maintained; and,

WHEREAS, the City Council finds that the Parks and Open Space Facilities Capital Facilities Plan, as amended, contemplated, and developed by the City is based on and considers each requirement of law; and,

WHEREAS, the City Council finds that the City has chosen, in conformance with UC §11-36-201 to prepare and adopt an independent Parks and Open Space Facilities Capital Facilities Plan, as amended, rather than including a capital facilities element in the City's general plan; and,

WHEREAS, the City Council finds it has given public notice of the proposed Parks and Open Space Facilities Capital Facilities Plan Amendment and has provided a copy of the plan to the public at least 14 days before the date of the public hearing on the plan; and,

WHEREAS, the City Council finds it has held a public hearing to hear public comment on the plan under the notice and hearing requirements of UC §10-9-103(2) and §10-9-402(2); and,

WHEREAS, the City Council finds that UC §11-36-301 requires special individualized accounting for impact fees; and,

WHEREAS, the City Council finds, based on the foregoing, that the Park Impact Fee should be recalculate and readopted; and,

WHEREAS, the City Council finds that the City seeks to comply with current statutory requirements; and,

WHEREAS, the City Council finds that impact fees should be reviewed regularly and adjusted for inflation and changing economic conditions, which this amendment and these actions contemplate; and,

WHEREAS, the City Council finds that the Building Cost Index as published by the Engineering News Record is an acceptable and appropriate escalation factor indicator to be utilized in any annual review of impact fees;

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires the adoption of the Parks and Open Space Facilities Capital Facilities Plan by the City; now,

THEREFORE, BE IT ORDAINED by the City of SOUTH OGDEN:

Section 2 - Parks and Open Space Facilities Capital Facilities Plan Amendment and Re-Adoption:

That the *Parks Capital Facilities Plan, Impact Fee Facilities Plan, and Impact Fee Analysis*, by Wasatch Civil Consulting Engineering, revised as of June, 2019, set out in *Attachment "A"*, and incorporated by this reference as if set out fully, should be and the same is adopted as an amendment to, and now constitutes, the Parks and Open Space Facilities Capital Facilities Plan for South Ogden City as required by UC §11-36-201 et. seq., be fully adopted based on, and in consideration of, the above-listed findings of the City Council, said Parks Capital Facilities Plan, Impact Fee Facilities Plan, and Impact Fee Analysis cover having been determined to comport as required with applicable law; and, the Service Area is defined as all of South Ogden City.

The Park Impact Fee is $_____.

The foregoing recitals are incorporated herein.

Section 3 - **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 4 - **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 5 - **Savings Clause**:

If any provision of this Ordinance be held or deemed or will be invalid, inoperative or unenforceable such reason will render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of South Ogden City.

Section 6 - **Date Of Effect**

BE IT FURTHER ORDAINED this Ordinance will be effective on the 18th day of June, 2019, and after publication or posting as required by law.

DATED the 18th day of June, 2019

SOUTH OGDEN, a municipal corporation

by: _____
Mayor
Russell Porter

Attested and recorded

_____
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 19-07

An Ordinance Of South Ogden City, Utah, Amending And Readopting A Comprehensive, Parks And Open Space Facilities Capital Facilities Plan; Confirming The Findings Of The City's Prior Revised Parks And Open Space Facilities Capital Facilities Plan; Adopting A Revised Park Impact Fee; Amending The City's Consolidated Fee Ordinance And Establishing An Effective Date For The Plan.

18 Jun 19

[Attachment to be provided by City Engineer]

SOUTH OGDEN CITY CORPORATION

PARKS CAPITAL FACILITIES PLAN, IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS

JUNE 2019 FINAL

WASATCH CIVIL
Consulting Engineering

Parks Capital Facilities Plan, Impact Fee Facilities Plan and Impact Fee Analysis

June 2019

Owner

South Ogden City Corporation
3950 South Adams Avenue
South Ogden City, Utah 84404
(801) 622-2700

Engineer

Wasatch Civil Consulting Engineering
1150 South Depot Drive, Suite 225
Ogden Utah 84404
(801) 775-9191



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SECTION 1

INTRODUCTION

WASATCH CIVIL
Consulting Engineering

SECTION 1

INTRODUCTION

BACKGROUND

South Ogden City is located in southeastern Weber County, approximately 2 miles south of Ogden City. South Ogden currently has a mixture of residential areas and business districts. There is currently no industrial development. Future growth will be limited due to the fact that South Ogden is bordered by incorporated communities on all sides and there is relatively little vacant land within the Study Area. To the east and south is Uintah Highlands, to the west is Washington Terrace and Riverdale and to the north is Ogden City. In recent years, new growth has consisted of a mix of both commercial and residential development. However, future growth will be limited due to the lack of land available for development. Consequently, growth will likely be limited to "fill-in" developments and redevelopment of existing properties.

PURPOSE AND SCOPE

The purposes of the Parks Capital Facilities Plan (CFP) to establish the level of services currently provided by the City, project demands for City services due to new development, new growth and plan new capital facilities project to meet the projected demands.

The the Impact Fee Facilities Plan (IFFP) that is included as part of this document is required by the Impact Fee Act and is a basis for calculating an impact fee. The IFFP differs from the CFP in that the IFFP is concerned with a planning window that is between 6 and 10 years, while a CFP looks at the system from a longer term planning perspective. The planning window for this CFP is 20 years.

The Impact Fee Analysis (IFA) that is included herein is required by the Impact Fees Act if a City desires to impose fees on new development. The purpose for the impact fee is to compensate the City for the impact the new development would have on existing infrastructure. The IFA identifies capital facilities that can be financed either completely, or in part by impact fees and calculates an appropriate impact fee amount.

Development impact fees are a one-time charge on new development for the purpose of funding new or expanded public facilities necessitated by that development. In 1995, the Utah State Legislature passed the Impact Fee Act (Section 11-36 of the Utah Code Ann.). This act regulates how impact fees can be calculated, implemented, and challenged. Discussions in this document relating to impact fees are intended to provide the basis for planning and provide justification as required by the Impact Fees Act.

STUDY AREA BOUNDARY

For the purposes of this study, the Study Area Boundary is identified as the current corporate limits of South Ogden City (Figure 1-1). Since the City is bounded on all sides by other municipalities, it is assumed that no adjacent areas will be annexed into the City.

It is an assumption of this study that the entire area of the City will benefit from the improvements and/or facilities described herein. As a result, the need for separate service areas as well as the fee schedules related to the individual service areas is eliminated.

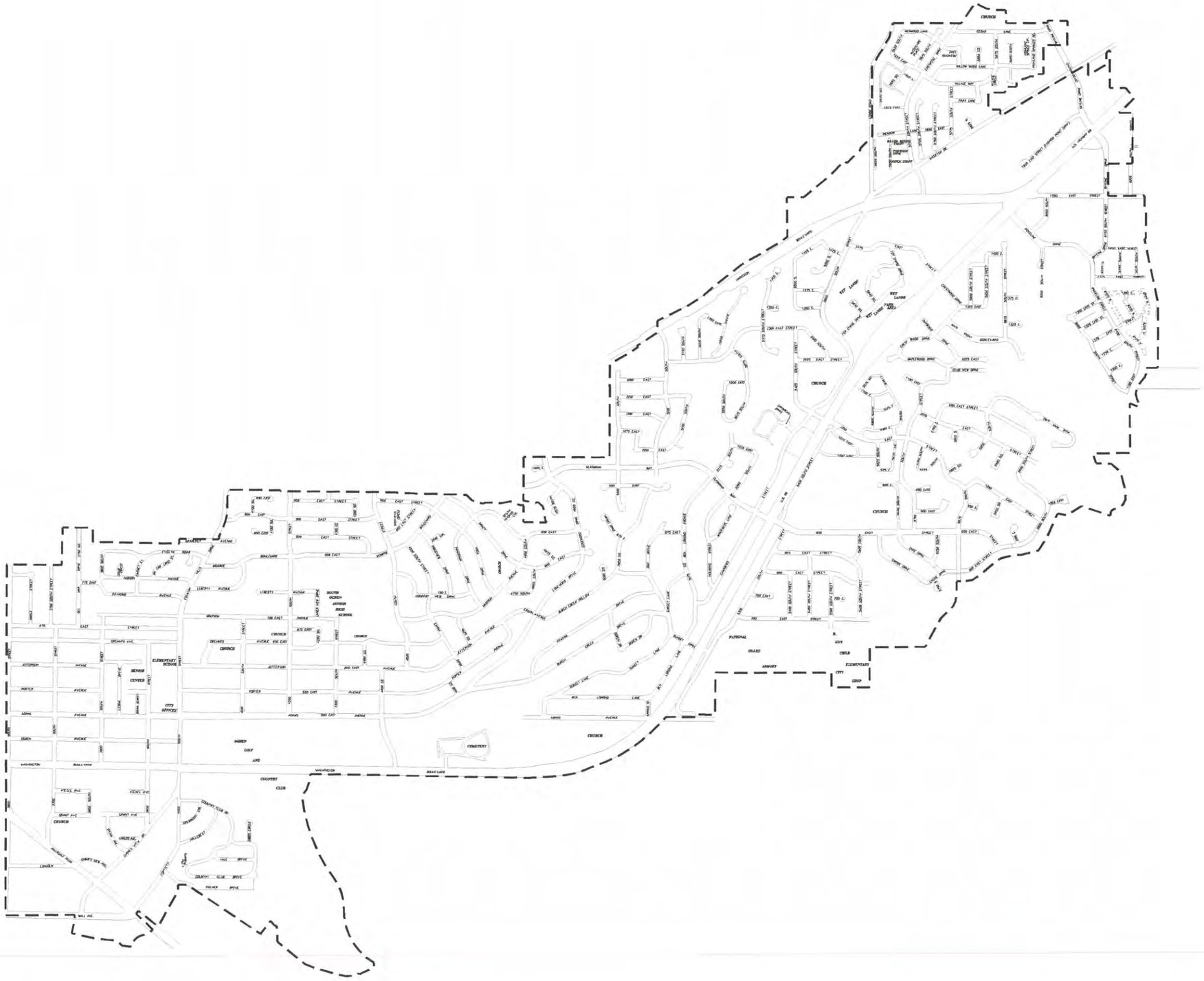
POPULATION AND GROWTH PROJECTIONS

The Study Area has experienced a relatively low growth rate in recent years. The 2000 Census reported an average annual population rate of change of 1.7% during the previous 10 years. During the time period between 2000 and 2010, the annual growth rate slowed to 1.3%. Growth estimates for the years between 2010 and 2019 indicate an annual population rate of change equaling 0.47%. However, it appears that new developments planned within the Study Area will likely result in a higher short term growth rate.

The decreasing growth rate in the recent past is likely due to the fact that there is little vacant land available for new development within the Study Area. However, based on recently proposed redevelopment projects, it is expected that the population growth rate will likely increase in the short term. The Study Area is expected to reach build-out in approximately 2025. Build-out is a condition resulting from a lack of vacant property. This does not mean that growth will not occur, it means that growth is more likely the result of re-development activity and smaller “fill in” developments. For the purposes of this study, an annual growth rate of approximately 2% will be used to estimate future park demand until 2025. At that point, it is anticipated that the growth rate will decrease to approximately 0.8%. However, growth rates vary due to a variety of factors. Consequently, planning based on future population must be re-evaluated on a regular basis. A summary of projections for population growth within the Study Area are presented in Table 1-1 and in Appendix A.

Table 1-1 Future Population Estimate

Year	Population	Year	Population
2019	17,471	2031	20,821
2021	18,230	2033	21,156
2023	19,023	2035	21,496
2025	19,849	2037	21,841
2027	20,168	2039	22,192
2029	20,492	2041	22,548



SOUTH OGDEN

SOUTH OGDEN CITY CORPORATION

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SCALE: 1" = 1600'

LEGEND

- - - STUDY AREA BOUNDARY

STUDY AREA MAP

EXHIBIT 1-1

DESIGNED B.J.
DRAWN C.C.S.
CHECKED M.T.M.
DATE APR. 19, 2019
SCALE 1" = 1600'

WASATCH CIVIL Consulting Engineering
1150 SOUTH DEPOT DRIVE, SUITE 225
OGDEN, UTAH 84404 (801) 775-9191

W:\07-SOC\500-PARKS\CAPITAL FACILITES PLAN\DWG\BASE.DWG

SECTION 2

CAPITAL FACILITIES PLAN

WASATCH CIVIL
Consulting Engineering

SECTION 2

CAPITAL FACILITIES PLAN

GENERAL

The Parks CFP represent the City's best effort at this point in time to project the need for new facilities. However, facilities planning is not a one time event, but rather an ongoing process. Projected capital facility projects or project priorities may change in the future due to changing growth patterns, new regulatory requirements, or unanticipated needs. As the City conducts further planning, this document should be reviewed and updated accordingly.

It is anticipated that capital facilities projects for the parks system will be constructed as indicated herein. In order to accommodate the future demand for parks, additional facilities will need to be constructed. It is expected that proposed capital facilities will consist of the construction of new amenities within existing parks as well as the construction of a new park on City owned property.

EXISTING FACILITIES

There are nine existing parks currently in use by residents located within the Study Area and one park that will be constructed in 2019. The parks and their associated amenities are described as follows:

Club Heights Park is located west of Palmer Drive at approximately 173 South. It is comprised of approximately 12 acres of park area and consists of the following amenities:

- 25,750 ft^2 Paved Parking Lot
- Restroom and Concession Building
- Equipment Shed
- 1 Baseball Diamond w/ Fencing, Lights, Bleachers, Dugouts and Scorers Booth
- Ball Field Lighting
- Scoreboard
- Bowery
- Playground

Dog Area is located adjacent to Club Heights Park. It is comprised of approximately 1.4 acres and consists of the following amenities:

- Walking path
- Dog exercise features
- Dog Watering Station

- Perimeter Fencing
- 8,000 ft^2 Paved Parking Lot
- Benches

Friendship Park is located northwest of 5500 South and 700 East and north of H. Guy Child Elementary School. It is comprised of approximately 11 acres and consists of the following amenities:

- 24,750 ft^2 Paved Parking Lot
- Restroom Building
- Equipment Shed
- Three Baseball Diamonds w/ Bleachers and Dugouts
- Three Score Boards
- Concessions and Announcer Building;
- Soccer Goals
- Football Score BoothTwo Tennis Courts w/ Lighting
- Bowery
- Playground
- Walking Path

The Nature Park is located south of Park Vista Drive at approximately 5900 South. It is comprised of approximately 59.5 and consists of the following amenities:

- 22,000 ft^2 Paved Parking Lot
- Restroom Building
- Splash Pad
- Splash Pad Equipment Building and Pump House
- Bowery
- Two Playgrounds
- Walking Paths
- Amphitheater
- Paved Walking Path
- Unpaved Walking Paths

40th Street Park is located between 39th and 40th Streets at approximately 580 East. It is comprised of approximately 3.5 acres and consists of the following amenities:

- 34,375 ft^2 Paved Parking Lot
- Restroom Building and Equipment Shed
- One Basketball Court
- Two Tennis Courts
- Bowery
- Two Playgrounds

Glasmann Park is located on the east side of Glasmann Way at about 5200 South. It is comprised of approximately 7 acres and consists of the following amenities:

- 26,000 ft^2 Paved Parking Lot
- Restroom Building
- Three Boweries
- Walking Path

Madison Park is located on the east side of Madison Avenue at about 4080 South. It is comprised of approximately 1.5 acres and consists of the following amenities:

- 10,600 ft^2 Paved Parking Lot
- Restroom Building
- Bowery

Farrell Park is located on the east side of Madison Avenue at about 1460 East. It is comprised of approximately 1 acre and consists of the following:

- Bowery
- Playground

Meadow Park is located on the south side of Eastwood Drive at 1850 East. It is comprised of approximately 2 acres and consists of the following amenities:

- Concrete Pad
- Playground

Burch Creek Park is located adjacent to the Burch Creek Elementary School at 4300 Madison Avenue. It is comprised of approximately 14 acres and is currently under development. It is scheduled to begin construction during the summer of 2019. A list of amenities and park improvements for this park is presented in Appendix C.

In completing this study, South Ogden City has conducted an assessment of each park. The purpose of this assessment was to assign a numerical value to each park. This value represents the level of development for the park. For example, a park with a developed value of 0.2 may only consist of a park with only grass and a parking lot. A higher value would represent a park that is well developed and may consist of a parking lot, playground, bowery and playing fields. A fully developed park would have a value of 1.0.

Table 2-1 Summary of Existing Parks

Name	Park Area (acres)	Developed Value	Undeveloped Area (acres)	Adjusted Developed Area (acres)
Club Heights Park	12	0.8	2.4	9.6
Dog Area	1.4	1	0	1.4
Friendship Park	11	1	0	11
Nature Park	59.5	0.4	35.7	23.8
40th Street Park	3.5	1	0	3.5
Glasmann Park	7	1	0	7
Madison Park	1.5	0.3	1.04	0.5
Farrell Park	1	1	0	1
Meadows Park	2	0.7	0.6	1.4
Burch Creek Park	14	1	0	14
Totals	**110.9**		**39.75**	**71.15**

SERVICE STANDARDS

Following the application of a development value to each park, South Ogden City has approximately 71.15 acres of completely fully developed parkland that serve a current estimated population of 17,471 individuals. This results in approximately 4.1 acres of parkland per 1,000 people. As indicated in the current South Ogden City General Plan, the National Recreation and Parks Association (NRPA) suggests that a "core" park system be total between 6.25 and 10.5 acres of parkland per 1,000 population. The South Ogden City General Plan also indicates that at the time the plan was completed, the parks system within the Study Area was approximately 4.5 acres of parkland per 1,000 population. The General Plan goes on to state "Even though this is well below the national standard, this may be enough to suffice given the size of the community, proximity to other park systems and the intended use of the parklands". After discussions with South Ogden personnel and a review of current levels of park usage and historical information, a value of 4.5 acres/1,000 population will be used as a Service Standard.

PROJECTED IMPACTS FROM NEW DEVELOPMENT

The City anticipates new development will create additional demand for parks located within the Study Area. With a 20-year population of approximately 22,192 persons, the City will require a total of approximately 99.86 acres of fully developed

parkland facilities in order to maintain the Service Standard of 4.5 acres/1,000 population. South Ogden City currently owns a total of 110.9 acres of existing and potential parkland. Consequently, the future parkland requirements can be completely fulfilled using existing lands owned by the City.

It is anticipated that growth will increase the requirements imposed upon existing parks and recreation facilities. As a result, the existing facilities will have to be expanded and improved. A summary of the existing park facilities along with anticipated future improvements is presented in Table 2-2 and are shown on Figure 2-1.

DETERMINATION OF EQUIVALENT RESIDENTIAL UNITS (ERUs)

The common equivalent base unit used for many capital Improvement plans and impact fee studies is the Equivalent Residential Unit, or ERU. For comparison purposes, all of the anticipated residential development within the Study Area must be converted to ERUs before impact fees can be assessed. For the purposes of this study, an equivalent residential unit (ERU) will be considered a single residential dwelling. As noted in Section 1, the 20-year population of South Ogden City is anticipated to be approximately 22,192. Growth will continue due re-development or rezoning of property within the Study Area to a higher density zoning. Assuming 3.42 people per dwelling unit and 1 dwelling per ERU, the total number of future ERUs is 6,489. A summary of how the ERUs were determined in presented in Appendix B.

COST ESTIMATES

Cost estimates for future park facilities and improvements were estimated based on current construction costs for similar facilities. The estimated costs for future capital improvements are presented in Table 2-2. Construction costs are based on conceptual level engineering and are presented in current dollars. The cost estimates presented herein should be regarded as being appropriate for use as a planning guide only and not for construction or bidding purposes. Only during final design can a definitive and more accurate estimate be expected.

Table 2-2 Summary of CFP Projects and Cost Estimates

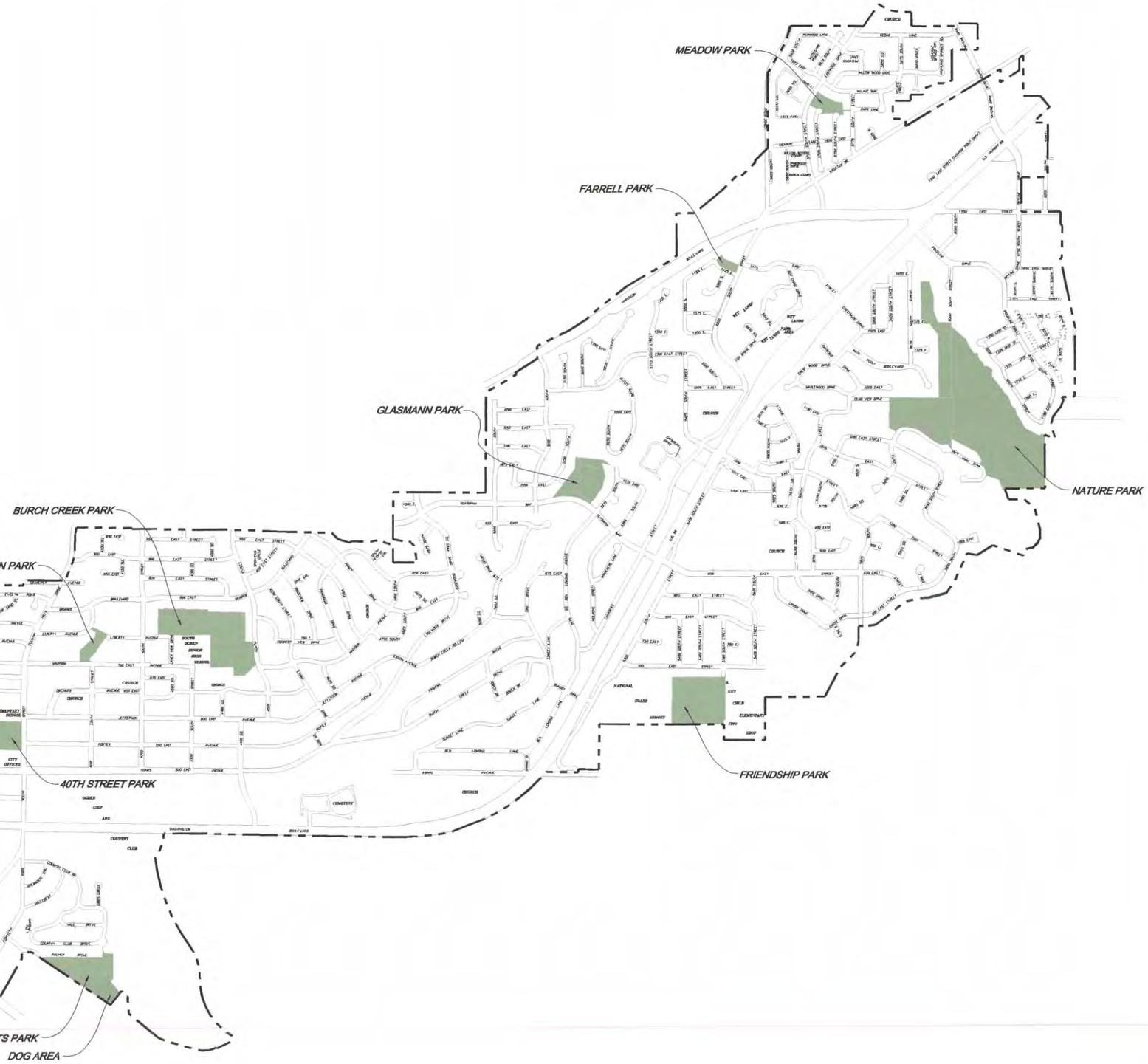
Project No.	Projects	Estimated Cost
Club Heights Park		
1	Restroom and Concessions Building Upgrades	$54,000.00
2	Bowery Upgrades	$108,000.00
3	Playground Upgrades	$180,000.00
4	Picnic Tables	$7,200.00
5	Ball Field Lights	$210,000.00
6	Dugout Benches	$2,160.00
7	Dugout Covers	$12,000.00
8	Announcer Stand Upgrades	$81,600.00
9	Bleacher Area Upgrades	$26,400.00
10	New Scoreboard	$21,600.00
11	New Sprinkler System	$138,000.00
12	Parking Lot Expansion	$51,480.00
13	Existing Parking Lot Resurfacing	$10,296.00
14	Sign	$3,000.00
	Sub-Total	**$905,736.00**
Friendship Park		
15	Restroom Building Upgrades	$72,000.00
16	Concession Building Upgrades	$48,000.00
17	Storage Building Upgrades	$18,000.00
18	Playground	$360,000.00
19	Picnic Tables	$18,000.00
20	Scoreboards	$21,600.00
21	Dugout Benches	$6,480.00
22	In-ground Garbage Cans	$2,520.00
23	In-ground Benches	$1,440.00
24	Drinking Fountains	$1,920.00
25	Tennis Court Lighting	$96,000.00

26	Tennis Court Resurfacing	$84,000.00
27	Portable Bleachers	$36,000.00
28	Ball Field Backstop Upgrades	$24,000.00
29	Parking Lot and Walking Path Resurfacing	$16,200.00
30	Sign	$3,000.00
	Sub-Total	**$809,160.00**
Nature Park		
31	Restroom Building Upgrades	$36,000.00
32	Chemical Room Upgrades	$24,000.00
33	Playground Upgrades	$300,000.00
34	Small Boweries	$108,000.00
35	New Splash Pad Features and 1 Hand Sensor	$48,000.00
36	Picnic Tables	$18,000.00
37	In-ground Garbage Cans	$4,200.00
38	Benches	$2,160.00
39	Exercise Stations	$24,000.00
40	Parking Lot and Walking Path Resurfacing	$27,900.00
41	Sign	$3,000.00
	Sub-Total	**$595,260.00**
40th Street Park		
42	Bowery Replacement/ADA Access	$240,000.00
43	Restroom Building Upgrades	$38,400.00
44	Drinking Fountain Upgrades	$960.00
45	Tennis Court Resurfacing	$60,000.00
46	Basketball Court Upgrade (Resurfacing, New Standard, Backboards and Hoops)	$64,800.00
47	Playground	$360,000.00
48	Picnic Tables	$18,000.00
49	Benches	$1,440.00
50	In-ground Garbage Cans	$840.00
51	Sprinkling System	$144,000.00
52	Sign	$3,000.00

	Sub-Total	**$931,440.00**
Glasmann Park		
53	Restroom Building Upgrades	$54,000.00
54	Hand Rail Replacement	$18,000.00
55	Picnic Tables	$3,600.00
56	In-ground Garbage Cans	$420.00
57	Parking Lot and Walking Path Resurfacing	$19,440.00
58	Sign	$3,000.00
	Sub-Total	**$98,460.00**
Madison Park		
59	Restroom Building Upgrades	$54,000.00
60	Bowery Upgrades/ADA Access	$180,000.00
61	Drinking Fountain Upgrades	$960.00
62	Pipe Creek and Fix Existing Pipe	$100,800.00
63	Sprinkler System	$138,000.00
64	Border Fencing	$37,500.00
65	Park Lighting Upgrades	$210,000.00
66	Parking Lot Resurfacing and Upgrades	$14,400.00
67	3 Picnic Tables	$1,800.00
68	Sign	$3,000.00
	Sub-Total	**$740,460.00**
Farrell Park		
69	Picnic Tables	$1,800.00
70	Playground Upgrades	$180,000.00
71	In-ground Garbage Can	$840.00
72	Landscape Park Strip/Upgrade	$3,600.00
73	Sign (w/ Dedication Plaque)	$3,840.00
	Sub-Total	**$190,080.00**
Meadows Park		
74	New Restroom	$360,000.00

75	New Playground	$360,000.00
76	New Sprinkler System	$120,000.00
77	Basketball Court Upgrades	$36,000.00
78	2 Garbage Cans (In-Ground)	$1,200.00
79	2 Picnic Tables (In Ground)	$3,000.00
80	2 Benches (In Ground)	$1,600.00
	Sub-Total	**$882,120.00**
Dog Area		
81	Parking Lot Resurfacing and Upgrades	$18,000.00
82	Sprinkler System	$120,000.00
83	Dog Toys	$12,000.00
84	Parking Lot Lighting	$48,000.00
85	Divider Fence	$6,000.00
	Sub-Total	**$204,000.00**
Burch Creek Park		
86	Bid Schedule A	$5,523,189.15
87	Bid Schedule B	$1,710,000.00
	Sub-Total	**$7,233,189.15**
Miscellaneous		
88	Capital Facilities Plan, Impact Fee Facilities Plan and Impact Fee Analysis	**$48,000.00**
	TOTAL	**$10,776,949.15**

1. Detailed cost estimates for each park is available in the Appendix C.



SOUTH OGDEN

SOUTH OGDEN CITY CORPORATION

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SCALE: 1" = 1600'

LEGEND

- SOUTH OGDEN CITY BOUNDARY
- PARK AREA

EXISTING PARKS MAP

EXHIBIT 2-1

DESIGNED B.J.
DRAWN C.C.S.
CHECKED M.T.M.
DATE APR. 19, 2019
SCALE 1" = 1600'

WABATCH CIVIL Consulting Engineering
1150 SOUTH DEPOT DRIVE, SUITE 225
OGDEN, UTAH 84404 (801) 775-9191

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SECTION 3

IMPACT FEE FACILITIES PLAN

WASATCH CIVIL
Consulting Engineering

SECTION 3

IMPACT FEE FACILITIES PLAN

DESCRIPTION

This Impact Fee Facilities Plan (IFFP) is included as part of this document. An IFFP is required by the Impact Fee Act and is used as a basis for calculating an impact fee. The IFFP differs from the CFP in that the IFFP is concerned with a planning window that is between 6-years and 10-years. The CFP looks at the system for a long term planning perspective. As with the CFP, the IFFP describes the City's best effort at this point in time to project the need for new parks and park amenities. However, facilities planning is not a one time event, but rather an ongoing process. Projected capital facilities may change in the future due to changing growth patterns, new regulatory requirements, or unanticipated needs. As the City prepares further planning, this document should be reviewed and updated accordingly.

This IFFP is based on 10-year projections. It is estimated that the City will achieve a build-out condition by the year 2025. At that point, growth will shift from the development of raw ground to re-development. Demand for park facilities have been reviewed and compared with the anticipated requirement. As indicated in previous sections, the capability for the parks system to meet future demands was evaluated with respect to current demands and projected to the future needs due to growth.

EXISTING FACILITIES

The parks system located within the Study Area should be designed and sized to adequately serve the needs of the Study Area population. The existing facilities can then be compared with the established Service Standard.

The existing and potential parkland within the Study Area consist of a total of approximately 110.9 acres. Of the total acreage, 39.75 acres are fully developed while 71.15 acres are either partially developed or completely undeveloped.

The South Ogden City General Plan indicates that at the time the plan was completed, the parks system within the Study Area provided 4.5 acres per 1,000 population. After discussions with South Ogden personnel and a review of historical information, for the purposes of this study, a value of 4.5 acres/1,000 population will be used as a Service Standard.

IMPACT FEE FACILITIES PLAN SUMMARY

This study recommends park system capital facilities based on 10-year projections. It is anticipated that the population will increase at an average of approximately 2.15% annually until 2025, then be followed by an approximate 0.8% annual population increase

until 2029. Park demands have been determined for the present Study Area. As indicated in previous sections, the park system was evaluated with respect to the current level of service of 4.1 acres/1,000 people compared with the desired service standard of 4.5 acres/1,000 population.

COST ESTIMATES

As previously indicated, the projects listed here are concerned with a 10-year planning window. As with the CFP park improvement cost were estimated based on current construction costs of similar facilities. The estimated costs for the IFFP improvements are presented in Table 3-1. Project numbers will remain consistent with the projects listed in Table 2-2. Consequently, the project numbers in Table 3-1 may not be consecutive.

Table 3-1 Summary of IFFP Projects and Cost Estimates

Project No.	Project	Estimated Cost
Club Heights Park		
3	Picnic Tables	$7,200.00
5	Ball Field Lights	$210,000.00
6	Dugout Benches	$2,160.00
7	Dugout Covers	$12,000.00
8	Announcer Stand Upgrades	$81,600.00
9	Bleacher Area Upgrades	$26,400.00
10	New Scoreboard	$21,600.00
11	New Sprinkler System	$138,000.00
12	Parking Lot Expansion	$51,480.00
14	Sign	$3,000.00
	Sub-Total	**$553,440.00**
Friendship Park		
15	Restroom Building Upgrades	$72,000.00
16	Concession Building Upgrades	$48,000.00
17	Storage Building Upgrades	$18,000.00
18	Playground	$360,000.00
19	Picnic Tables	$18,000.00
20	Scoreboards	$21,600.00
21	Dugout Benches	$6,480.00

22	In-ground Garbage Cans	$2,520.00
23	In-ground Benches	$1,440.00
24	Drinking Fountains	$1,920.00
27	Portable Bleachers	$36,000.00
28	Ball Field Backstop Upgrades	$24,000.00
29	Parking Lot and Walking Path Resurfacing	$16,200.00
30	Sign	$3,000.00
	Sub-Total	**$629,160.00**
Nature Park		
31	Restroom Building Upgrades	$36,000.00
32	Chemical Room Upgrades	$24,000.00
34	Small Bowery	$108,000.00
35	New Splash Pad Features and 1 Hand Sensor	$48,000.00
36	Picnic Tables	$18,000.00
37	In-ground Garbage Cans	$4,200.00
38	Benches	$2,160.00
40	Exercise Stations	$27,900.00
41	Sign	$3,000.00
	Sub-Total	**$271,260.00**
40th Street Park		
42	Bowery Replacement/ADA Access	$240,000.00
43	Restroom Building Upgrades	$38,400.00
44	Drinking Fountain Upgrades	$960.00
45	Tennis Court Resurfacing	$60,000.00
46	Basketball Court Upgrade (Resurfacing, New Standard, Backboards and Hoops)	$64,800.00
47	Playground	$360,000.00
48	Picnic Tables	$18,000.00
49	Benches	$1,440.00
50	In-ground Garbage Cans	$840.00
51	Sprinkling System	$144,000.00
52	Sign	$3,000.00
	Sub-Total	**$931,440.00**

Glasmann Park		
54	Hand Rail Replacement	$18,000.00
56	In-ground Garbage Cans	$420.00
57	Parking Lot and Walking Path Resurfacing	$19,440.00
58	Sign	$3,000.00
	Sub-Total	**$40,860.00**
Madison Park		
60	Bowery Upgrades/ADA Access	$180,000.00
61	Drinking Fountain Upgrades	$960.00
61	Pipe Creek and Fix Existing Pipe	$100,800.00
62	Sprinkler System	$138,000.00
63	Border Fencing	$37,500.00
65	Parking Lot Resurfacing and Upgrades	$14,400.00
66	Picnic Tables	$1,800.00
67	Sign	$3,000.00
	Sub-Total	**$476,460.00**
Farrell Park		
72	Landscape Park Strip/Upgrade	$3,600.00
73	Sign (w/ Dedication Plaque)	$3,840.00
	Sub-Total	**$7,440.00**
Meadows Park		
75	New Playground	$360,000.00
76	New Sprinkler System	$120,000.00
77	Basketball Court Upgrades	$36,000.00
78	Garbage Can (In-Ground)	$1,200.00
79	Picnic Table (In Ground)	$3,000.00
80	Bench (In Ground)	$1,920.00
	Sub-Total	**$522,120.00**
Dog Area		
83	Dog Toys	$12,000.00
85	Divider Fence	$6,000.00
	Sub-Total	**$18,000.00**

Burch Creek Park		
86	Bid Schedule A	**$5,523,189.15**
Miscellaneous		
88	Capital Facilities Plan, Impact Fee Facilities Plan and Impact Fee Analysis	**$24,000.00**
	TOTAL	**$9,055,129.15**

The total cost of these improvements is estimated to be $9,055,129.15. The estimated costs indicated will provide required parks facilities that will benefit both existing residents and future development should be share proportionately. The total 10-year service base for these improvements is 5,992 ERUs.

FUTURE IMPACT FEE FACILITIES PLAN UPDATES

It is anticipated that growth will require updates of these planning documents approximately every 5 years. Impact fees can be charged for planning studies. It is anticipated that updating the Impact Fee Facilities Plan and the following Impact Fee Analysis will cost approximately $12,000 for each update. Assuming at least two updates over the next 10 years, this represents a cost of $24,000 that could be shared by the appropriate service base.

CERTIFICATION

I certify that the Impact Fee Facilities Plan presented herein includes only the costs of public facilities that are allowed under the Impact Fee Act, actually incurred, or projected to be incurred or encumbered within 6 years after the day on which each impact fee is paid. It does not include the following: (1) costs of operation and maintenance of the public facilities; (2) costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; (3) an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and methodological standards set forth by the Federal Office of Management and Budget for federal grant reimbursement; (4) offsets costs with grants or other alternate sources of payment; and (5) complies in each and every relevant respect with the Impact Fee Act.

Brad C. Jensen P.E.
Wasatch Civil Consulting Engineering

SECTION 4

IMPACT FEE ANALYSIS

WASATCH CIVIL
Consulting Engineering

SECTION 4

IMPACT FEE ANALYSIS

GENERAL

The purposes of the Impact Fee Analysis are to identify capital facilities that are to be financed in part by impact fees and to calculate an appropriate impact fee amount. Impact fees are a one-time charge to new development for the purpose of funding new or expanded public facilities necessitated by that development. In 1995, the Utah State Legislature passed the Impact Fee Act (Title 11, Chapter 35 of the Utah Code), which regulates how impact fees can be calculated, implemented, and challenged. The Impact Fee Act has been amended several times since 1995 with the latest revisions taking place 2019. Discussions in this document relating to impact fees are intended to provide the basis for planning and justification as required by the most current version of the Impact Fees Act.

The future population increase due to new developments will use capacity that has been constructed in existing park system facilities and will require improvements to existing park facilities. A park impact fee will be charged to all potential park users to equitably distribute the costs of facilities between existing residents and future growth. A summary of each of the projects, their costs and how the costs are distributed is presented in Table 3-1. South Ogden City has planned the construction of new parks and park facilities to maintain an acceptable level of service as the City grows. With this in mind, it has been determined that impact fees should be included in the funding plan for new park facilities. Impact fees based on a proportionate share analysis will produce a fair cost allocation between costs paid by new development and costs paid by the existing residents. In addition, the City may also pursue available grants obtained through local governmental, state or federal agencies.

IMPACT FEE ANALYSIS

As indicated previously, South Ogden City plans to provide at least 4.5 acres of parkland per 1,000 people. The park system currently provided by the City does not meet this standard. However, since the existing parks system appears to have provided adequate service for the community, it is reasonable to assume that the need for the development of parks can be attributed directly to growth. However, it is important to note that the Impact Fees Act prohibits cities from using revenue generated from impact fees to increase the current level of service.

PROPORTIONATE SHARE ANALYSIS

It is important that both existing residents and future development pay their proportionate share of the costs for the development and improvement of park facilities. An impact fee calculated by proportionate share analysis is necessary to achieve an

equitable sharing of costs and ensures that impact fees are not used to increase the existing Service Standard. The impact fee amount is calculated by proportionate share analysis using only the costs of future capital improvements. The impact fee calculation does not include recoupment of costs for the investment by current residents in existing facilities. Some recoupment amount may be justified for existing parks facilities. However, detailed studies would be required to provide justification for any potential recoupment of costs. The approach detailed in this document gives a lower, but easily defendable, impact fee.

ESTIMATED COSTS FOR FUTURE CAPITAL IMPROVEMENTS

As indicated in Table 3-1. The total estimated construction cost for all proposed improvements planned to be completed within the next 6 to 10 years is $ 3,474,180.00. However, not all of these costs are eligible to be funded from impact fees. Table 4-1 is a summary of each of the anticipated capital projects that may be eligible to be either fully or partially funded by impact fees.

Table 4-1 Cost Allocation Summary

Project No.	Project	Existing System Upgrade [1]	Cost to Existing System [2]	Cost to New Growth [3]	Total Estimated Cost
Club Heights Park					
4	Picnic Tables	$720.00	$4,752.00	$1,728.00	$7,200.00
5	Ball Field Lights	$21,000.00	$138,600.00	$50,400.00	$210,000.00
6	Dugout Benches	$216.00	$1,425.00	$518.40	$2,160.00
7	Dugout Covers	$1,200.00	$7,920.00	$2,880.00	$12,000.00
8	Announcer Stand Upgrades	$81,600.00	$53,856.00	$19,584.00	$81,600.00
9	Bleacher Area Upgrades	$2,640.00	$17,424.00	$6,336.00	$26,400.00
10	New Scoreboard	$2,160.00	$14,256.00	$5,184.00	$21,600.00
11	New Sprinkler System	$13,800.00	$91,080.00	$33,120.00	$138,000.00
12	Parking Lot Expansion	$5,148.00	$33,976.00	$12,355.00	$51,480.00
14	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Totals	**$55,344.00**	**$365,270.40**	**$132,825.60**	**$553,440.00**
Friendship Park					
15	Restroom Building Upgrades	$7,200.00	$47,520.00	$17,280.00	$72,000.00
16	Concession Building Upgrades	$4,800.00	$31,680.00	$11,520.00	$48,000.00
17	Storage Building Upgrades	$1,800.00	$11,880.00	$4,320.00	$18,000.00
18	Playground	$36,000.00	$237,600.00	$86,400.00	$360,000.00
19	Picnic Tables	$1,800.00	$11,880.00	$4,320.00	$18,000.00
20	Scoreboards	$2,160.00	$14,256.00	$5,184.00	$21,600.00
21	Dugout Benches	$648.00	$4,276.80	$1,555.20	$6,480.00
22	In-ground Garbage Cans	$252.00	$1,663.20	$604.80	$2,520.00

23	In-ground Benches	$144.00	$950.40	$345.60	$1,440.00
24	Drinking Fountains	$192.00	$1,267.20	$460.80	$1,920.00
27	Portable Bleachers	$3,600.00	$23,760.00	$8,640.00	$36,000.00
28	Ball Field Backstop Upgrades	$2,400.00	$15,840.00	$5,760.00	$24,000.00
29	Parking Lot and Walking Path Resurfacing	$1,620.00	$10,692.00	$3,888.00	$16,200.00
30	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Total	**$62,916.00**	**$415,245.60**	**$150,998.40**	**$629,160.00**
Nature Park					
31	Restroom Building Upgrades	$3,600.00	$23,760.00	$8,640.00	$36,000.00
32	Chemical Room Upgrades	$2,400.00	$15,840.00	$5,760.00	$24,000.00
34	Small Bowery	$10,800.00	$71,280.00	$25,920.00	$108,000.00
35	New Splash Pad Features and 1 Hand	$4,800.00	$31,680.00	$11,520.00	$48,000.00
36	Picnic Tables	$1,800.00	$11,880.00	$4,320.00	$18,000.00
37	In-ground Garbage Cans	$420.00	$2,772.00	$1,008.00	$4,200.00
38	Benches	$216.00	$1,425.60	$518.40	$2,160.00
40	Exercise Stations	$2,790.00	$18,414.00	$6,696.00	$27,900.00
41	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Total	**$27,126.00**	**$179,031.60**	**$65,102.40**	**$271,260.00**
40th Street Park					
42	Bowery Replacement/ADA Access	$24,000.00	$158,400.00	$57,600.00	$240,000.00
43	Restroom Building Upgrades	$3,840.00	$25,344.00	$9,216.00	$38,400.00
44	Drinking Fountain Upgrades	$96.00	$633.60	$230.40	$960.00
45	Tennis Court Resurfacing	$6,000.00	$39,600.00	$14,400.00	$60,000.00
46	Basketball Court Upgrade	$6,480.00	$42,768.00	$15,552.00	$64,800.00

47	Playground	$36,000.00	$237,600.00	$86,400.00	$360,000.00
48	Picnic Tables	$1,800.00	$11,880.00	$4,320.00	$18,000.00
49	Benches	$144.00	$950.40	$345.60	$1,440.00
50	In-ground Garbage Cans	$84.00	$554.40	$201.60	$840.00
51	Sprinkling System	$14,400.00	$95,040.00	$34,560.00	$144,000.00
52	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Total	**$93,144.00**	**$614,750.40**	**$223,545.60**	**$931,440.00**
Glasmann Park					
54	Hand Rail Replacement	$1,800.00	$11,880.00	$4,320.00	$18,000.00
56	In-ground Garbage Cans	$42.00	$277.20	$100.80	$420.00
57	Parking Lot and Walking Path	$1,944.00	$12,830.40	$4,665.80	$19,440.00
58	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Totals	**$4,086.00**	**$26,967.60**	**$9,806.40**	**$40,860.00**
Madison Park					
60	Bowery Upgrades and ADA Access	$18,000.00	$118,800.00	$43,200.00	$180,000.00
61	Drinking Fountain Upgrades	$96.00	$633.60	$230.40	$960.00
62	Pipe Creek and Fix Existing Pipe	$10,080.00	$66,528.00	$24,192.00	$100,800.00
63	New Sprinkler System	$13,800.00	$91,080.00	$33,120.00	$138,000.00
64	Boundary Fencing	$3,750.00	$24,750.00	$9,000.00	$37,500.00
65	Parking Lot Resurfacing and Upgrades	$1,440.00	$9,504.00	$3,456.00	$14,400.00
66	Picnic Tables	$180.00	$1,188.00	$432.00	$1,800.00
67	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Totals	**$47,646.00**	**$314,463.60**	**$114,350.40**	**$476,460.00**
Farrell Park					
72	Landscape Park Strip/Upgrade	$360.00	$2,376.00	$864.00	$3,000.00

73	Sign (w/ Dedication Plaque)	$384.00	$2,534.40	$921.60	$3,200.00
	Sub-Totals	**$744.00**	**$4,910.40**	**$1,785.60**	**$7,440.00**
Meadows Park					
75	New Playground	$36,000.00	$237,600.00	$86,400.00	$360,000.00
76	New Sprinkler System	$12,000.00	$79,200.00	$28,800.00	$120,000.00
77	Basketball Court Upgrades	$3,600.00	$23,760.00	$8,640.00	$36,000.00
78	Garbage Can (In-Ground)	$120.00	$792.00	$288.00	$1,200.00
79	Picnic Table (In Ground)	$300.00	$1,980.00	$720.00	$3,000.00
80	Bench (In Ground)	$192.00	$1,267.20	$460.80	$1,920.00
	Sub-Total	**$52,212.00**	**$344,599.20**	**$125,308.80**	**$522,120.00**
Dog Area					
83	Dog Toys	$1,200.00	$7,920.00	$2,880.00	$12,000.00
85	Divider Fence	$600.00	$3,960.00	$1,440.00	$6,000.00
		$1,800.00	**$11,880.00**	**$4,320.00**	**$18,000.00**
Burch Creek Park					
86	Bid Schedule A				$9,031,129.15
Miscellaneous					
88	Capital Facilities Plan, Impact Fee	**$0.00**	**$18,240.00**	**$5,760.00**	**$24,000.00**
	TOTALS	**$345,018.00**	**$2,295,358.80**	**$833,803.20**	**$3,474,180.00**

1. These are upgrades to the existing system that are not eligible for funding by impact fees.
2. These are projects that will benefit the entire system so are funded by impact fees. The cost is spread over the entire service base population (ERUs).
3. These are project that are required because of growth so are funded by impact fees. The cost is spread over the by future ERUs only.

APPORTION OF COSTS TO THE PROJECTED SERVICE BASE

It is assumed that demand for park facilities within the Study Area will be generated exclusively by residential development, therefore the impact fee is calculated and will be charged based on the demand per residential dwelling. High density housing (apartments, condominiums or townhouses) are converted to Equivalent Residential Unit (ERUs).

Total project construction costs were apportioned to the projected number of Equivalent Residential Units (ERUs) that will be served during the 10-year planning window. Two separate methods for calculating Impact Fees are given below:

Method No. 1

Assess Costs to Total Future Service Area Population

Future Estimated 10-year Population = 20,492 people

$$\text{Estimate Number of ERUs} = \frac{20{,}492 \text{ people}}{3.42 \text{ people/ERU}} = 5{,}992 \text{ ERUs}$$

Estimated Cost of Eligible Capital Facilities Projects (Table 4-1) =

$ 6,990,069.58 + $ 1,662,281.57 = $ 8,652,351.15

$$\text{Impact Fee} = \frac{\$\ 8{,}652{,}351.15}{5{,}992 \text{ ERUs}} = \mathbf{\$\ 1{,}443.98 / ERU}$$

Method No. 2

Assess Costs to Future Growth Only

Current Estimated Population = 17,471 people

Future Estimated 10-year Population = 20,492 people

Estimated Population Due to Growth = 20,492 - 17,471 = 3,021 people

$$\text{Estimated Number of ERUs} = \frac{3{,}021 \text{ people}}{3.42 \text{ people/ERU}} = 883 \text{ ERUs}$$

Estimated Cost of Eligible Capital Facilities Projects (Table 4-1)

$$\text{Impact Fee} = \frac{\$\ 1{,}662{,}281.57}{883 \text{ ERUs}} = \mathbf{\$\ 1{,}882.54 / ERU}$$

RECOMMENDED IMPACT FEE

As indicated above, the maximum impact fee per ERU that could be imposed is $ 1,882.54. It should be understood that this is the maximum fee that can be imposed. The City Council is free to adopt a lesser amount if they choose.

ADMINISTRATION OF IMPACT FEES

Impact fee funds when collected, should be held in a separate account. Accounting records should provide a clear audit trail which can demonstrate that impact fee funds were used only for capital improvements for which they were collected.

If a developer constructs capital facilities which are included in the capital improvements project list and identified for funding through impact fees, it is recommended that South Ogden City compensate that developer through direct payment for the portion of the capital facility cost that exceeds the developer's proportionate share. This can be accomplished, through issuance of impact fee credits for those project costs. The impact fee credits can be assigned to the developers lots and the credit will be used to reduce the amount of the impact fee assessed at the time the homeowner/builder obtains a building permit.

ASSESSING IMPACT FEES TO NEW DEVELOPMENT

The impact fees indicate above have been calculated with a proportionate share analysis. This impact fee applies to all residential developement. Each single-family residences are assumed to have 3.42 people per residence and is considered 1 ERU. Multi-unit residential or high density residential developments are evaluated using an occupancy of 2.8 people/residence, then are adjusted to a standard ERU and multiplied by the appropriate impact fee.

SUMMARY OF CONCLUSIONS

1. The City currently serves approximately 5,108 ERUs. With an approximate 2.0% annual growth rate, demand is expected to grow to 5,992 ERUs in approximately 10 years.

2. Based on past demand of parks, the current desired Service Standard for the Study Area of 4.5 acres/1,000 population was determined to be sufficient for the future.

3. The City currently owns sufficient land to provide for the indicated Service Standard once all owned parkland park area is fully developed.

SUMMARY OF RECOMMENDATIONS

1. Formally adopt the Capital Facilities Plan, the Impact Fee Facilities Plan and the Impact Fee Analysis.

2. Establish the amount for the impact fee.

3. Proceed with constructing the improvements as noted in the plan.

4. Implement a long-term capital facilities financing plan that will provide funding for construction of the park improvements and amenities.

5. Continue to review the needs of the population within the study area related to parks.

6. Update the park projects as required.

SAMPLE IMPACT FEE CALCULATIONS

Example #1 - Determine the Parks Impact Fee for 20 residential lots in any zone

1) The number of lots is 20
2) 1 residence per lot is assumed
3) The number of residences is equal to the number of ERUs.
4) The Total Impact Fee is obtained as follows:
   20 ERUs x $ 1,882.54 = $37,650.80

The total parks impact fee for this development would be $ 37,650.80

Note: the Impact Fee amount of $ 1,882.54 is used for illustration purposes only

Example #2 - Determine the Parks Impact Fee for 40 unit, high density housing development.

1) The number of units is 40.
2) Estimate the population of the development by multiplying the number of units by a density of 2.8 people per residence
   40 units x 2.8 people/residence = 112 people
3) Divide the number of people by 3.42 to obtain ERUs
   112 people ÷ 3.42 people/ERU = 32.74 (round up to 33 ERUs)
4) The Total Impact Fee is obtained as follows:
   33 ERUs x $ 1,882.54 = $62,123.82

The total parks impact fee for this development would be $ 62,123.82

Note: the Impact Fee amount of $ 1,882.54 is used for illustration purposes only

CERTIFICATION

I certify that the Impact Fee Analysis presented herein includes only the costs of public facilities that are allowed under the Impact Fee Act, actually incurred, or projected to be incurred or encumbered within 6 years after the day on which each impact fee is paid. It does not include the following: (1) costs of operation and maintenance of the public facilities; (2) costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; (3) an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and methodological standards set forth by the Federal Office of Management and Budget for federal grant reimbursement; (4) offsets costs with grants or other alternate sources of payment; and (5) complies in each and every relevant respect with the Impact Fee Act.



Brad C. Jensen P.E.
Wasatch Civil Consulting Engineering

REFERENCES

WASATCH CIVIL
Consulting Engineering

REFERENCES

South Ogden City. *General Plan*, 2007.

Utah Code, Title 11, Chapter 36. *Impact Fees Act,* 2019

National Recreation and Parks Association. Recreation Size and Occupancy Standards

Baud-Bovy & Johnson. 1998. Tourism and Recreation Handbook of Planning and Design, Boston Architectural Press. 287pp.

APPENDIX A

POPULATION GROWTH PROJECTIONS

WASATCH CIVIL
Consulting Engineering

South Ogden City Growth Projection

2019 Population	17,471
Pop. Avg Rate of Change Until 2025 =	2.15%
Pop. Avg Rate of Change Until 2039 =	0.80%

Year	South Ogden City Population
2019	17,471
2020	17,847
2021	18,230
2022	18,622
2023	19,023
2024	19,432
2025	19,849
2026	20,008
2027	20,168
2028	20,330
2029	20,492
2030	20,656
2031	20,821
2032	20,988
2033	21,156
2034	21,325
2035	21,496
2036	21,668
2037	21,841
2038	22,016
2039	22,192

APPENDIX B

ERU CALCULATIONS

WASATCH CIVIL
Consulting Engineering

ERU Calculations

Determine the Total Number of Residential Units

Residential Water Connections from City Records = 4,803

Estimate the number of residential units that do not have an individual water connection (i.e. apts, townhouses, condos).

From estimations by South Ogden City personnel, hand counts and map surveys, the number of unmetered residential units is 307.

Total number of residential units = 4,803 + 307 = **5,110 res units**

Calculate the Number of People per Connection

The 2019 population of Study Area based on Census Data = 17,471 people

The total number of people per residential units is:

4,803 ppl + 307 ppl / 5,110 res units = **3.42 ppl/res unit**

Calculate the Number of ERUs Within the Study Area

2019 population 17,471 ppl

17,471 ppl / 3.42 ppl per res unit = **5,108 ERUs**

2029 population 20,492 ppl

20,492 ppl / 3.42 ppl per res unit = **5,992 ERUs**

2039 population 22,192 ppl

22,192 ppl / 3.42 ppl per res unit = **6,489 ERUs**

APPENDIX C

COST ESTIMATES

WASATCH CIVIL
Consulting Engineering

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Nature Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
31	Restroom Building Upgrades	1	L.S.	$30,000.00	$30,000.00	$6,000.00	$36,000.00
32	Chemical Room Upgrades	1	L.S.	$20,000.00	$20,000.00	$4,000.00	$24,000.00
33	Playground Upgrades	1	L.S.	$250,000.00	$250,000.00	$50,000.00	$300,000.00
34	Small Bowery	3	Each	$30,000.00	$90,000.00	$18,000.00	$108,000.00
35	Splash Pad Features w/ Hand Sensor	8	Each	$5,000.00	$40,000.00	$8,000.00	$48,000.00
36	Picnic Tables	30	Each	$500.00	$15,000.00	$3,000.00	$18,000.00
37	In-ground Garbage Cans	10	Each	$350.00	$3,500.00	$700.00	$4,200.00
38	Benches	3	Each	$600.00	$1,800.00	$360.00	$2,160.00
39	Excercise Station	10	Each	$2,000.00	$20,000.00	$4,000.00	$24,000.00
40	Parking Lot and Walking Path Resurfacing	7750	S.Y.	$3.00	$23,250.00	$4,650.00	$27,900.00
41	Sign	1	Each	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost						**$595,260.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Friendship Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Sub-Total
15	Restroom Building Upgrades	1	L.S.	$60,000.00	$60,000.00	$12,000.00	$72,000.00
16	Concessions Building Upgrades	1	L.S.	$40,000.00	$40,000.00	$8,000.00	$48,000.00
17	Storage Build Upgrades	1	L.S.	$15,000.00	$15,000.00	$3,000.00	$18,000.00
18	Playground	1	L.S.	$300,000.00	$300,000.00	$60,000.00	$360,000.00
19	Picnic Tables	30	Each	$500.00	$15,000.00	$3,000.00	$18,000.00
20	Scoreboard	2	Each	$9,000.00	$18,000.00	$3,600.00	$21,600.00
21	Dugout Benches	6	Each	$900.00	$5,400.00	$1,080.00	$6,480.00
22	In-ground Garbage Cans	6	Each	$350.00	$2,100.00	$420.00	$2,520.00
23	In-ground Benches	2	Each	$600.00	$1,200.00	$240.00	$1,440.00
24	Drinking Fountains	2	Each	$800.00	$1,600.00	$320.00	$1,920.00
25	Tennis Court Lighting	1	L.S.	$80,000.00	$80,000.00	$16,000.00	$96,000.00
26	Tennis Court Resurfacing	1	L.S.	$70,000.00	$70,000.00	$14,000.00	$84,000.00
27	Portable Bleachers	6	Each	$5,000.00	$30,000.00	$6,000.00	$36,000.00
28	Ball Field Backstop Upgrades	1	L.S.	$20,000.00	$20,000.00	$4,000.00	$24,000.00
29	Parking Lot and Walking Path Resurfacing	4500	S.Y.	$3.00	$13,500.00	$2,700.00	$16,200.00
30	Sign	1	Each	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost						**$809,160.00**

South Ogden City Corporation
Capital Improvements Plan
Cost Estimate

Description: Park Improvement Projects

Location: Club Hieghts Park

Item	Description	Quantity	Unit Price	Sub-Total	Contingency	Total
1	Restroom and Concessions Building Upgrades	1 L.S.	$45,000.00	$45,000.00	$9,000.00	$54,000.00
2	Bowery Upgrades	1 L.S.	$90,000.00	$90,000.00	$18,000.00	$108,000.00
3	Playground Upgrades	1 L.S.	$150,000.00	$150,000.00	$30,000.00	$180,000.00
4	Picnic Tables	12 Each	$500.00	$6,000.00	$1,200.00	$7,200.00
5	Ballfield Lights	1 L.S.	$175,000.00	$175,000.00	$35,000.00	$210,000.00
6	Dugout Benches	2 Each	$900.00	$1,800.00	$360.00	$2,160.00
7	Dugout Covers	2 Each	$5,000.00	$10,000.00	$2,000.00	$12,000.00
8	Announcer Stand Upgrades	1 L.S.	$68,000.00	$68,000.00	$13,600.00	$81,600.00
9	Bleacher Area Upgrades	1 L.S.	$22,000.00	$22,000.00	$4,400.00	$26,400.00
10	New Scoreboard	1 L.S.	$18,000.00	$18,000.00	$3,600.00	$21,600.00
11	Sprinkler System	1 L.S.	$115,000.00	$115,000.00	$23,000.00	$138,000.00
12	Parking Lot Expansion	1430 S.Y.	$30.00	$42,900.00	$8,580.00	$51,480.00
13	Parking Lot Resurfacing	2860 S.Y.	$3.00	$8,580.00	$1,716.00	$10,296.00
14	Sign	1 L.S.	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost					**$905,736.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: 40th Street Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
42	Bowery Replacement and ADA Access	1	L.S.	$200,000.00	$200,000.00	$40,000.00	$240,000.00
43	Restoom Building Upgrades	1	L.S.	$32,000.00	$32,000.00	$6,400.00	$38,400.00
44	Drinking Fountain Upgrades	1	Each	$800.00	$800.00	$160.00	$960.00
45	Tennis Court Resurfacing	1	L.S.	$50,000.00	$50,000.00	$10,000.00	$60,000.00
46	Basketball Court Upgrades (Resurfacing, Standards, Backboards and Hoops)	1	L.S.	$54,000.00	$54,000.00	$10,800.00	$64,800.00
47	Playground	1	L.S.	$300,000.00	$300,000.00	$60,000.00	$360,000.00
48	Picnic Tables	30	Each	$500.00	$15,000.00	$3,000.00	$18,000.00
49	Benches	2	Each	$600.00	$1,200.00	$240.00	$1,440.00
50	In-ground Garbage Can	2	Each	$350.00	$700.00	$140.00	$840.00
51	Sprinkler System	1	L.S.	$120,000.00	$120,000.00	$24,000.00	$144,000.00
52	Sign	1	Each	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost						$931,440.00

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Dog Area

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
81	Parking Lot Resurfacing and Upgrades	5000	S.Y.	$3.00	$15,000.00	$3,000.00	$18,000.00
82	Sprinkler System	1	L.S.	$100,000.00	$100,000.00	$20,000.00	$120,000.00
83	Dog Toys	5	Each	$2,000.00	$10,000.00	$2,000.00	$12,000.00
84	Parking Lot Lighting	1	L.S.	$40,000.00	$40,000.00	$8,000.00	$48,000.00
85	Divider Fence	200	L.F.	$25.00	$5,000.00	$1,000.00	$6,000.00
	Total Estimated Project Cost						**$204,000.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Meadows Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingecy	Total
74	Restroom	1	L.S.	$300,000.00	$300,000.00	$60,000.00	$360,000.00
75	Playground	1	L.S.	$300,000.00	$300,000.00	$60,000.00	$360,000.00
76	Sprinkler System	1	L.S.	$100,000.00	$100,000.00	$20,000.00	$120,000.00
77	Basketball Court Upgrades	1	L.S.	$30,000.00	$30,000.00	$6,000.00	$36,000.00
78	In-ground Garbage Cans	2	Each	$500.00	$1,000.00	$200.00	$1,200.00
79	In-ground Picnic Table	2	Each	$1,250.00	$2,500.00	$500.00	$3,000.00
80	In-ground Bench	2	Each	$800.00	$1,600.00	$320.00	$1,920.00
	Total Estimated Project Cost						**$882,120.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Farrell Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
69	Picnic Tables	3	Each	$500.00	$1,500.00	$300.00	$1,800.00
70	Playground Upgrades	1	L.S.	$150,000.00	$150,000.00	$30,000.00	$180,000.00
71	In-ground Garbage Cans	2	Each	$350.00	$700.00	$140.00	$840.00
72	Landscape Park Strip	1	L.S.	$3,000.00	$3,000.00	$600.00	$3,600.00
73	Park Sign w/ Dedication Plaque	1	Each	$3,200.00	$3,200.00	$640.00	$3,840.00
	Total Estimated Project Cost						**$190,080.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Madison Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
59	Restoom Building Upgrades	1	L.S.	$45,000.00	$45,000.00	$9,000.00	$54,000.00
60	Bowery Upgrades and ADA Access	1	L.S.	$150,000.00	$150,000.00	$30,000.00	$180,000.00
61	Drinking Fountain Upgrades	1	Each	$800.00	$800.00	$160.00	$960.00
62	Pipe Creek and Fix Existing Pipe	150	L.F.	$560.00	$84,000.00	$16,800.00	$100,800.00
63	Sprinkler System	1	L.S.	$115,000.00	$115,000.00	$23,000.00	$138,000.00
64	Border Fencing	1250	L.F.	$25.00	$31,250.00	$6,250.00	$37,500.00
65	Park Lighting Upgrades	1	L.S.	$175,000.00	$175,000.00	$35,000.00	$210,000.00
66	Parking Lot Resurfacing and Upgrades	4000	S.Y.	$3.00	$12,000.00	$2,400.00	$14,400.00
67	Picnic Tables	3	Each	$500.00	$1,500.00	$300.00	$1,800.00
68	Sign	1	Each	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost						**$740,460.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Glassmann Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
53	Restoom Building Upgrades	1	L.S.	$45,000.00	$45,000.00	$9,000.00	$54,000.00
54	Handrail Replacement	1	L.S.	$15,000.00	$15,000.00	$3,000.00	$18,000.00
55	Picnic Tables	6	Each	$500.00	$3,000.00	$600.00	$3,600.00
56	In-Ground Garbage Cans	1	Each	$350.00	$350.00	$70.00	$420.00
57	Parking Lot and Walking Path Resurfacing	5400	S.Y.	$3.00	$16,200.00	$3,240.00	$19,440.00
58	Sign	1	Each	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost						**$98,460.00**

LANDMARK DESIGN INC.
South Ogden Burch Creek Park
PRELIMINARY OPINION OF PROBABLE COST
Date: May 31, 2019

Preliminary Opinion of Probable Costs - South Ogden Burch Creek Park

	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	Bid Schedule A - Base Bid						
A-1	Mobilization / Demobilization / Construction Layout	1	LS			$250,000.00	$250,000.00
A-2	Erosion Control / SWPPP	1	LS			$10,000.00	$10,000.00
A-3	Demolition - Clearing and Grubbing	1	LS			$5,000.00	$5,000.00
A-4	Demolition - Remove and Dispose of Existing Asphalt	1	LS			$5,000.00	$5,000.00
A-5	Demolition - Remove and Dispose of Existing Concrete Curb	1	LS			$500.00	$500.00
A-6	Demolition - Remove and Dispose of Existing Sidewalk	1	LS			$5,000.00	$5,000.00
A-7	Demolition - Remove and Dispose of Existing Sprinkler Valves and Valve Box	1	LS			$500.00	$500.00
A-8	Demolition - Remove and Dispose of Existing Pump House	1	LS			$1,000.00	$1,000.00
A-9	Demolition - Remove and Dispose of Existing Trees	1	LS			$1,000.00	$1,000.00
A-10	Demolition - Remove and Dispose of Existing 4' Chain Link Fence	1	LS			$750.00	$750.00
A-11	Demolition - Remove and Dispose of 3 Back Stops and Speaker Mast	1	LS			$3,000.00	$3,000.00
A-12	Traffic Control	1	LS			$10,000.00	$10,000.00
A-13	Existing Tree Protection	1	LS			$1,000.00	$1,000.00
A-14	Earthwork / Site Grading	1	LS			$30,000.00	$30,000.00
A-15	Earthwork Cut to Haul Off-Site	1	LS			$30,000.00	$30,000.00
A-16	Earthwork Fine Grading	1	LS			$7,000.00	$7,000.00
A-17	Boulder Retaining Wall	1	LS			$50,000.00	$50,000.00
A-18	Structural Fill	1	LS			$10,000.00	$10,000.00
A-19	Imported Topsoil - 6"	1	LS			$170,000.00	$170,000.00
A-20	Imported Topsoil - 12"	1	LS			$55,000.00	$55,000.00
A-21	Utility - Site Electrical Service	1	LS			$24,000.00	$24,000.00
A-22	Utility - Electrical Overhead Relocation	1	LS			$40,000.00	$40,000.00
A-23	Utility - Electrical Site Lighting	1	LS			$135,500.00	$135,500.00
A-24	Utility - Electrical Pickleball Court Lighting and Controls	1	LS			$77,000.00	$77,000.00
A-25	Utility - Electrical Pavilion Lighting	1	LS			$4,000.00	$4,000.00
A-26	Utility - Storm Drain 12" Diameter RCP Pipe	520	LF			$42.00	$21,840.00
A-27	Utility - Storm Drain 15" Diameter RCP Pipe	625	LF			$48.00	$30,000.00
A-28	Utility - Storm Drain 4" Diameter C900 PVC Drain Pipe	55	LF			$24.00	$1,320.00
A-29	Utility - Storm Drain 6" Diameter C900 PVC Drain Pipe	10	LF			$30.00	$300.00
A-30	Utility - Storm Drain Slot Drain with Clean Outs	145	LF			$125.00	$18,125.00
A-31	Utility - Storm Drain 2' x 2' Concrete Catch Basin with Grate (2' to 3' Depth)	5	EACH			$1,200.00	$6,000.00
A-32	Utility - Storm Drain 2' x 2' Concrete Catch Basin with Grate (3' to 4' Depth)	1	EACH			$1,400.00	$1,400.00
A-33	Utility - Storm Drain 2' x 2' Concrete Catch Basin with Grate (4' to 5' Depth)	3	EACH			$1,600.00	$4,800.00
A-34	Utility - Storm Drain 3' x 3' Precast Concrete Catch Basin with Traffic Rated Grate	1	EACH			$1,900.00	$1,900.00
A-35	Utility - Storm Drain Concrete 4' x 4' Inlet Outlet Structure with Canal Gate	1	EACH			$3,000.00	$3,000.00
A-36	Utility - Storm Drain 6' x 6' Concrete Combination Inlet Box with Ring and Cover with Snout	1	EACH			$5,500.00	$5,500.00
A-37	Utility - Storm Drain 5' Diameter Manhole (5'-6' Depth) with Ring and Grated Cover	1	EACH			$3,800.00	$3,800.00
A-38	Utility - Storm Drain 5' Diameter Manhole (11'-12' Depth) with Ring and Grated Cover	1	EACH			$4,400.00	$4,400.00
A-39	Utility - Sanitary Sewer 4" SDR-35 PVC Sewer Pipe	425	LF			$28.00	$11,900.00
A-40	Utility - Sanitary Sewer Clean-outs to Grade	4	EACH			$300.00	$1,200.00
A-41	Utility - Sanitary Sewer Connection to Existing Sanitary Sewer Main Line in 4500 South	1	EACH			$450.00	$450.00

LANDMARK DESIGN INC.
South Ogden Burch Creek Park
PRELIMINARY OPINION OF PROBABLE COST
Date: May 31, 2019

Preliminary Opinion of Probable Costs - South Ogden Burch Creek Park

	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A-42	Utility - Culinary Water 8" C900 PVC Waterline	375	LF			$40.00	$15,000.00
A-43	Utility - Culinary Water Transition Couplers	2	EACH			$1,200.00	$2,400.00
A-44	Utility - Culinary Water 8" Diameter 45 Degree Bend	4	EACH			$900.00	$3,600.00
A-45	Utility - Culinary Water 8" Diameter Water Valve	1	EACH			$2,800.00	$2,800.00
A-46	Utility - Culinary Water Fire Hydrant Assembly	1	EACH			$4,000.00	$4,000.00
A-47	Utility - Culinary Water 2" Diameter Poly Line with Tracer Wire and Connection to Main Line	215	LF			$25.00	$5,375.00
A-48	Utility - Culinary Water 2" Diameter Poly Service Lateral with Tracer Wire	65	LF			$25.00	$1,625.00
A-49	Utility - Culinary Water 1-1/4" Diameter Poly Service Lateral with Tracer Wire and Connection to Main Line	146	LF			$22.00	$3,212.00
A-50	Utility - Culinary Water 1" Diameter Poly Service Lateral with Tracer Wire and Two 1" Shut-off Valves	65	LF			$20.00	$1,300.00
A-51	Utility - Culinary Water 1-1/2" Water Meter w/ Meter Vault	1	EACH			$5,800.00	$5,800.00
A-52	Utility - Culinary Water 1" Water Meter with Meter Box	1	EACH			$1,000.00	$1,000.00
A-53	Utility - Culinary Waterline Abandon Existing Waterline in Place	1	LS			$1,000.00	$1,000.00
A-54	Curb and Gutter - 30"	735	LF			$35.00	$25,725.00
A-55	Asphalt Parking Lot Paving Section (2-1/2" HMA/10" UTBC)	11,550	SF			$2.50	$28,875.00
A-56	Asphalt Transitions (3" HMA/10" UTBC)	2,650	SF			$2.85	$7,552.50
A-57	Asphalt Trench Patch (3" HMA/10" UTBC)	1,725	SF			$3.00	$5,175.00
A-58	Granular Trench Backfill	1	LS			$9,000.00	$9,000.00
A-59	Concrete Sidewalk (4" Thick) over Base Course (4")	15,060	SF			$7.00	$105,420.00
A-60	Concrete Sidewalk (6" Thick) over Base Course (4")	14,635	SF			$9.00	$131,715.00
A-61	Colored Concrete Sidewalk (6" Thick) over Base Course (4")	6,515	SF			$9.20	$59,938.00
A-62	Concrete Stairs / Railings	1	LS			$22,000.00	$22,000.00
A-63	Concrete Step Seating	1	LS			$7,500.00	$7,500.00
A-64	Traffic Signs (Stop and ADA)	2	EACH			$200.00	$400.00
A-65	Park Rules Sign	1	EACH			$500.00	$500.00
A-66	Pavement Markings	1	LS			$1,000.00	$1,000.00
A-67	Concrete Edge 9" Wide x 12" Tall Playground	280	LF			$50.00	$14,000.00
A-68	Concrete Edge 12" Wide x 12" Tall Exercise	390	LF			$60.00	$23,400.00
A-69	Concrete Wall 24" Tall Exposed	145	LF			$250.00	$36,250.00
A-70	Pavilion (24x24)	1	LS			$75,000.00	$75,000.00
A-71	Picnic Shelter (16x16)	1	LS			$36,240.00	$36,240.00
A-72	Trellis Shelter (8x14)	1	LS			$30,320.00	$30,320.00
A-73	Shade Sail (12x12)	3	EACH			$25,000.00	$75,000.00
A-74	Labyrinth - Block, Edge, Geoblock	1	LS			$22,000.00	$22,000.00
A-75	Concrete Edge 12" Wide x 6" Deep	1,140	LF			$30.00	$34,200.00
A-76	Concrete Blocks	1	LS			$30,000.00	$30,000.00
A-77	Bench 6' - w/ Back	7	EACH			$1,600.00	$11,200.00
A-78	Bench 6' - w/o Back	11	EACH			$1,200.00	$13,200.00
A-79	Picnic Table 6'	4	EACH			$1,500.00	$6,000.00
A-80	Picnic Table ADA 6'	1	EACH			$1,600.00	$1,600.00
A-81	Litter Receptacle	11	EACH			$1,300.00	$14,300.00
A-82	Flagpole	1	LS			$3,000.00	$3,000.00
A-83	Bike Rack	3	EACH			$400.00	$1,200.00
A-84	Mulch - Wood Bark 3" Deep	1	LS			$3,000.00	$3,000.00
A-85	Mulch - Crushed Stone 3" Deep	1	LS			$65,000.00	$65,000.00
A-86	Mulch - Compacted Crushed Stone 3" Deep	1	LS			$3,000.00	$3,000.00
A-87	Path - Asphalt (2.5") over Base Course (10")	1	LS			$45,000.00	$45,000.00
A-88	Irrigation System	1	LS			$350,000.00	$350,000.00

LANDMARK DESIGN INC.
South Ogden Burch Creek Park
PRELIMINARY OPINION OF PROBABLE COST
Date: May 31, 2019

Preliminary Opinion of Probable Costs - South Ogden Burch Creek Park

	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A-89	Sod	1	LS			$110,000.00	$110,000.00
A-90	Repair Existing Areas - Irrigation and Landscape	1	LS			$25,000.00	$25,000.00
A-91	Tree - 2" Cal	208	EACH			$450.00	$93,600.00
A-92	Tree - 5' Tall	45	EACH			$375.00	$16,875.00
A-93	Shrub - 1 Gallon	570	EACH			$10.50	$5,985.00
A-94	Shrub - 2 Gallon	96	EACH			$22.00	$2,112.00
A-95	Shrub - 5 Gallon	479	EACH			$38.50	$18,441.50
A-96	Exercise Equipment 'A' - Bench Installation	1	EACH			$3,000.00	$3,000.00
A-97	Exercise Equipment 'B' - Push-Up Bar Installation	1	EACH			$3,000.00	$3,000.00
A-98	Exercise Equipment 'C' - Dip Bench Installation	1	EACH			$3,000.00	$3,000.00
A-99	Exercise Equipment 'D' - Pull-Up Station Installation	1	EACH			$3,000.00	$3,000.00
A-100	Exercise Equipment 'E' - Step Installation	3	EACH			$1,200.00	$3,600.00
A-101	Playground Equipment and Shade Installation	1	LS			$75,000.00	$75,000.00
A-102	Playground / Exercise Surfacing - Poured in Place Rubber	1	LS			$175,000.00	$175,000.00
A-103	Restroom - 6 Family Rooms	1	LS			$540,000.00	$540,000.00
A-104	Water Feature	1	LS			$300,000.00	$300,000.00
A-105	Pickle Ball Courts - Post-Tensioned (2 courts per slab)	4	EACH			$80,000.00	$320,000.00
A-106	Pickle Ball Courts - Shelters (8x12)	4	EACH			$25,000.00	$100,000.00
A-107	Boulder - Small	16	EACH			$200.00	$3,200.00
A-108	Boulder - Medium	5	EACH			$250.00	$1,250.00
A-109	Boulder - Large	23	EACH			$350.00	$8,050.00
A-110	Cobble - Dry Stream Bed (8" Depth)	1	LS			$1,000.00	$1,000.00
	Section Subtotal						***$4,197,121.00***
	Bid Schedule B - Alternates						
B-1	North Fields Restroom - 4 Family Rooms	1	LS			$400,000.00	$400,000.00
B-2	Play Hill Climb Linkage - Play Equipment, Surfacing, and Edge	1	LS			$460,000.00	$460,000.00
B-3	North Fields Renovation	1	LS			$850,000.00	$850,000.00
	Section Subtotal						***$1,710,000.00***
	City Direct Costs						
	Consultant Design Fees	1	LS			$80,000.00	$80,000.00
	Playground, Exercise, and Shade Equipment	1	LS			$350,000.00	$350,000.00
	Construction Material Testing	1	LS			$10,000.00	$10,000.00
	Section Subtotal						***$440,000.00***
	General with % Calculations						
	Grand Total Contingency		15.0%			$886,068.15	$886,068.15
	SUBTOTAL						**$886,068.15**
	GRAND TOTAL COST including Contingency						**$7,233,189.15**

WASATCH CIVIL
Consulting Engineering

June 11, 2019

South Ogden City Corporation
3950 South Adams Avenue
South Ogden City, Utah 84403

Attention: Mayor Russell Porter

Subject: Parks Capital Facilities Plan, Impact Fee Facilities Plan and Impact Fee Analysis (revised)

Mayor Porter,

As directed by the South Ogden City Council, We have revised the indicated report. We hereby transmit the revised *"Parks Capital Facilities Plan, Impact Fee Facilities Plan and Impact Fee Analysis"*. As detailed in the report, two different approaches were used in determining the value of the impact fees.

Approach 1 - Identify which portion of the planned park improvements are impact fee eligible and would benefit the entire system. This would also include improvements that are required as a result of growth. The total cost for each of these categories are determined and divided by the population of the entire population (including the anticipated population increase due to growth). **The impact fee using this approach is $ 1,443.98 per Equivalent Residential Unit (ERU).**

Approach 2 - Identify which portion of the planned park improvements are impact fee eligible and would benefit the anticipated population due to growth only. The cost of these improvement are then estimated and divided by the anticipated future population increase due to growth only. The impact fee using this approach is **$ 1,882.54 per Equivalent Residential Unit (ERU).**

It is important to note that the Impact Fee Act indicates that the City Council may not impose an impact fee that is higher than the highest fee justified by this study however, the Council is free to enact a lower fee if it is deemed appropriate.

Sincerely,

Wasatch Civil Consulting Engineering, Inc.

Brad C. Jensen, P.E.

SOUTH OGDEN CITY CORPORATION

PARKS CAPITAL FACILITIES PLAN, IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS

JUNE 2019 FINAL

WASATCH CIVIL
Consulting Engineering

Parks Capital Facilities Plan, Impact Fee Facilities Plan and Impact Fee Analysis

June 2019

Owner

South Ogden City Corporation
3950 South Adams Avenue
South Ogden City, Utah 84404
(801) 622-2700

Engineer

Wasatch Civil Consulting Engineering
1150 South Depot Drive, Suite 225
Ogden Utah 84404
(801) 775-9191



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SECTION 1

INTRODUCTION

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SECTION 1

INTRODUCTION

BACKGROUND

South Ogden City is located in southeastern Weber County, approximately 2 miles south of Ogden City. South Ogden currently has a mixture of residential areas and business districts. There is currently no industrial development. Future growth will be limited due to the fact that South Ogden is bordered by incorporated communities on all sides and there is relatively little vacant land within the Study Area. To the east and south is Uintah Highlands, to the west is Washington Terrace and Riverdale and to the north is Ogden City. In recent years, new growth has consisted of a mix of both commercial and residential development. However, future growth will be limited due to the lack of land available for development. Consequently, growth will likely be limited to "fill-in" developments and redevelopment of existing properties.

PURPOSE AND SCOPE

The purposes of the Parks Capital Facilities Plan (CFP) to establish the level of services currently provided by the City, project demands for City services due to new development, new growth and plan new capital facilities project to meet the projected demands.

The the Impact Fee Facilities Plan (IFFP) that is included as part of this document is required by the Impact Fee Act and is a basis for calculating an impact fee. The IFFP differs from the CFP in that the IFFP is concerned with a planning window that is between 6 and 10 years, while a CFP looks at the system from a longer term planning perspective. The planning window for this CFP is 20 years.

The Impact Fee Analysis (IFA) that is included herein is required by the Impact Fees Act if a City desires to impose fees on new development. The purpose for the impact fee is to compensate the City for the impact the new development would have on existing infrastructure. The IFA identifies capital facilities that can be financed either completely, or in part by impact fees and calculates an appropriate impact fee amount.

Development impact fees are a one-time charge on new development for the purpose of funding new or expanded public facilities necessitated by that development. In 1995, the Utah State Legislature passed the Impact Fee Act (Section 11-36 of the Utah Code Ann.). This act regulates how impact fees can be calculated, implemented, and challenged. Discussions in this document relating to impact fees are intended to provide the basis for planning and provide justification as required by the Impact Fees Act.

STUDY AREA BOUNDARY

For the purposes of this study, the Study Area Boundary is identified as the current corporate limits of South Ogden City (Figure 1-1). Since the City is bounded on all sides by other municipalities, it is assumed that no adjacent areas will be annexed into the City.

It is an assumption of this study that the entire area of the City will benefit from the improvements and/or facilities described herein. As a result, the need for separate service areas as well as the fee schedules related to the individual service areas is eliminated.

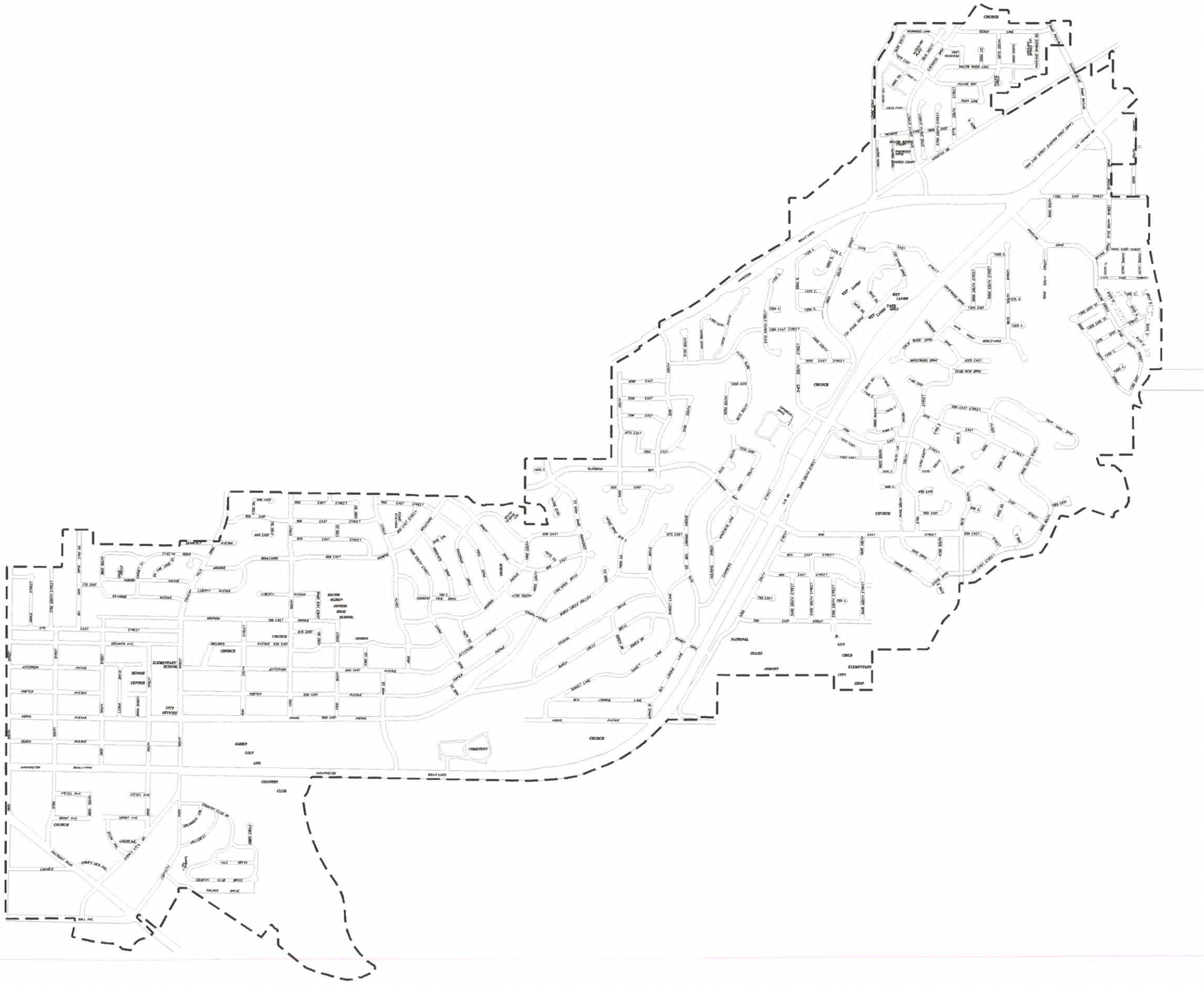
POPULATION AND GROWTH PROJECTIONS

The Study Area has experienced a relatively low growth rate in recent years. The 2000 Census reported an average annual population rate of change of 1.7% during the previous 10 years. During the time period between 2000 and 2010, the annual growth rate slowed to 1.3%. Growth estimates for the years between 2010 and 2019 indicate an annual population rate of change equaling 0.47%. However, it appears that new developments planned within the Study Area will likely result in a higher short term growth rate.

The decreasing growth rate in the recent past is likely due to the fact that there is little vacant land available for new development within the Study Area. However, based on recently proposed redevelopment projects, it is expected that the population growth rate will likely increase in the short term. The Study Area is expected to reach build-out in approximately 2025. Build-out is a condition resulting from a lack of vacant property. This does not mean that growth will not occur, it means that growth is more likely the result of re-development activity and smaller “fill in” developments. For the purposes of this study, an annual growth rate of approximately 2% will be used to estimate future park demand until 2025. At that point, it is anticipated that the growth rate will decrease to approximately 0.8%. However, growth rates vary due to a variety of factors. Consequently, planning based on future population must be re-evaluated on a regular basis. A summary of projections for population growth within the Study Area are presented in Table 1-1 and in Appendix A.

Table 1-1 Future Population Estimate

Year	Population	Year	Population
2019	17,471	2031	20,821
2021	18,230	2033	21,156
2023	19,023	2035	21,496
2025	19,849	2037	21,841
2027	20,168	2039	22,192
2029	20,492	2041	22,548



SOUTH OGDEN

SOUTH OGDEN CITY CORPORATION

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SCALE: 1" = 1600'

LEGEND

STUDY AREA BOUNDARY

STUDY AREA MAP

EXHIBIT 1-1

DESIGNED B.J.
DRAWN C.C.S.
CHECKED M.T.M.
DATE APR. 19, 2019
SCALE 1" = 1600'

WASATCH CIVIL Consulting Engineering
1150 SOUTH DEPOT DRIVE, SUITE 225
OGDEN, UTAH 84404 (801) 775-9191

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SECTION 2

CAPITAL FACILITIES PLAN

WASATCH CIVIL
Consulting Engineering

SECTION 2

CAPITAL FACILITIES PLAN

GENERAL

The Parks CFP represent the City's best effort at this point in time to project the need for new facilities. However, facilities planning is not a one time event, but rather an ongoing process. Projected capital facility projects or project priorities may change in the future due to changing growth patterns, new regulatory requirements, or unanticipated needs. As the City conducts further planning, this document should be reviewed and updated accordingly.

It is anticipated that capital facilities projects for the parks system will be constructed as indicated herein. In order to accommodate the future demand for parks, additional facilities will need to be constructed. It is expected that proposed capital facilities will consist of the construction of new amenities within existing parks as well as the construction of a new park on City owned property.

EXISTING FACILITIES

There are nine existing parks currently in use by residents located within the Study Area and one park that will be constructed in 2019. The parks and their associated amenities are described as follows:

Club Heights Park is located west of Palmer Drive at approximately 173 South. It is comprised of approximately 12 acres of park area and consists of the following amenities:

- 25,750 ft^2 Paved Parking Lot
- Restroom and Concession Building
- Equipment Shed
- 1 Baseball Diamond w/ Fencing, Lights, Bleachers, Dugouts and Scorers Booth
- Ball Field Lighting
- Scoreboard
- Bowery
- Playground

Dog Area is located adjacent to Club Heights Park. It is comprised of approximately 1.4 acres and consists of the following amenities:

- Walking path
- Dog exercise features
- Dog Watering Station

- Perimeter Fencing
- 8,000 ft^2 Paved Parking Lot
- Benches

Friendship Park is located northwest of 5500 South and 700 East and north of H. Guy Child Elementary School. It is comprised of approximately 11 acres and consists of the following amenities:

- 24,750 ft^2 Paved Parking Lot
- Restroom Building
- Equipment Shed
- Three Baseball Diamonds w/ Bleachers and Dugouts
- Three Score Boards
- Concessions and Announcer Building;
- Soccer Goals
- Football Score BoothTwo Tennis Courts w/ Lighting
- Bowery
- Playground
- Walking Path

The Nature Park is located south of Park Vista Drive at approximately 5900 South. It is comprised of approximately 59.5 and consists of the following amenities:

- 22,000 ft^2 Paved Parking Lot
- Restroom Building
- Splash Pad
- Splash Pad Equipment Building and Pump House
- Bowery
- Two Playgrounds
- Walking Paths
- Amphitheater
- Paved Walking Path
- Unpaved Walking Paths

40th Street Park is located between 39th and 40th Streets at approximately 580 East. It is comprised of approximately 3.5 acres and consists of the following amenities:

- 34,375 ft^2 Paved Parking Lot
- Restroom Building and Equipment Shed
- One Basketball Court
- Two Tennis Courts
- Bowery
- Two Playgrounds

Glasmann Park is located on the east side of Glasmann Way at about 5200 South. It is comprised of approximately 7 acres and consists of the following amenities:

- 26,000 ft^2 Paved Parking Lot
- Restroom Building
- Three Boweries
- Walking Path

Madison Park is located on the east side of Madison Avenue at about 4080 South. It is comprised of approximately 1.5 acres and consists of the following amenities:

- 10,600 ft^2 Paved Parking Lot
- Restroom Building
- Bowery

Farrell Park is located on the east side of Madison Avenue at about 1460 East. It is comprised of approximately 1 acre and consists of the following:

- Bowery
- Playground

Meadow Park is located on the south side of Eastwood Drive at 1850 East. It is comprised of approximately 2 acres and consists of the following amenities:

- Concrete Pad
- Playground

Burch Creek Park is located adjacent to the Burch Creek Elementary School at 4300 Madison Avenue. It is comprised of approximately 14 acres and is currently under development. It is scheduled to begin construction during the summer of 2019. A list of amenities and park improvements for this park is presented in Appendix C.

In completing this study, South Ogden City has conducted an assessment of each park. The purpose of this assessment was to assign a numerical value to each park. This value represents the level of development for the park. For example, a park with a developed value of 0.2 may only consist of a park with only grass and a parking lot. A higher value would represent a park that is well developed and may consist of a parking lot, playground, bowery and playing fields. A fully developed park would have a value of 1.0.

Table 2-1 Summary of Existing Parks

Name	Park Area (acres)	Developed Value	Undeveloped Area (acres)	Adjusted Developed Area (acres)
Club Heights Park	12	0.8	2.4	9.6
Dog Area	1.4	1	0	1.4
Friendship Park	11	1	0	11
Nature Park	59.5	0.4	35.7	23.8
40th Street Park	3.5	1	0	3.5
Glasmann Park	7	1	0	7
Madison Park	1.5	0.3	1.04	0.5
Farrell Park	1	1	0	1
Meadows Park	2	0.7	0.6	1.4
Burch Creek Park	14	1	0	14
Totals	**110.9**		**39.75**	**71.15**

SERVICE STANDARDS

Following the application of a development value to each park, South Ogden City has approximately 71.15 acres of completely fully developed parkland that serve a current estimated population of 17,471 individuals. This results in approximately 4.1 acres of parkland per 1,000 people. As indicated in the current South Ogden City General Plan, the National Recreation and Parks Association (NRPA) suggests that a "core" park system be total between 6.25 and 10.5 acres of parkland per 1,000 population. The South Ogden City General Plan also indicates that at the time the plan was completed, the parks system within the Study Area was approximately 4.5 acres of parkland per 1,000 population. The General Plan goes on to state "Even though this is well below the national standard, this may be enough to suffice given the size of the community, proximity to other park systems and the intended use of the parklands". After discussions with South Ogden personnel and a review of current levels of park usage and historical information, a value of 4.5 acres/1,000 population will be used as a Service Standard.

PROJECTED IMPACTS FROM NEW DEVELOPMENT

The City anticipates new development will create additional demand for parks located within the Study Area. With a 20-year population of approximately 22,192 persons, the City will require a total of approximately 99.86 acres of fully developed

parkland facilities in order to maintain the Service Standard of 4.5 acres/1,000 population. South Ogden City currently owns a total of 110.9 acres of existing and potential parkland. Consequently, the future parkland requirements can be completely fulfilled using existing lands owned by the City.

It is anticipated that growth will increase the requirements imposed upon existing parks and recreation facilities. As a result, the existing facilities will have to be expanded and improved. A summary of the existing park facilities along with anticipated future improvements is presented in Table 2-2 and are shown on Figure 2-1.

DETERMINATION OF EQUIVALENT RESIDENTIAL UNITS (ERUs)

The common equivalent base unit used for many capital Improvement plans and impact fee studies is the Equivalent Residential Unit, or ERU. For comparison purposes, all of the anticipated residential development within the Study Area must be converted to ERUs before impact fees can be assessed. For the purposes of this study, an equivalent residential unit (ERU) will be considered a single residential dwelling. As noted in Section 1, the 20-year population of South Ogden City is anticipated to be approximately 22,192. Growth will continue due re-development or rezoning of property within the Study Area to a higher density zoning. Assuming 3.42 people per dwelling unit and 1 dwelling per ERU, the total number of future ERUs is 6,489. A summary of how the ERUs were determined in presented in Appendix B.

COST ESTIMATES

Cost estimates for future park facilities and improvements were estimated based on current construction costs for similar facilities. The estimated costs for future capital improvements are presented in Table 2-2. Construction costs are based on conceptual level engineering and are presented in current dollars. The cost estimates presented herein should be regarded as being appropriate for use as a planning guide only and not for construction or bidding purposes. Only during final design can a definitive and more accurate estimate be expected.

Table 2-2 Summary of CFP Projects and Cost Estimates

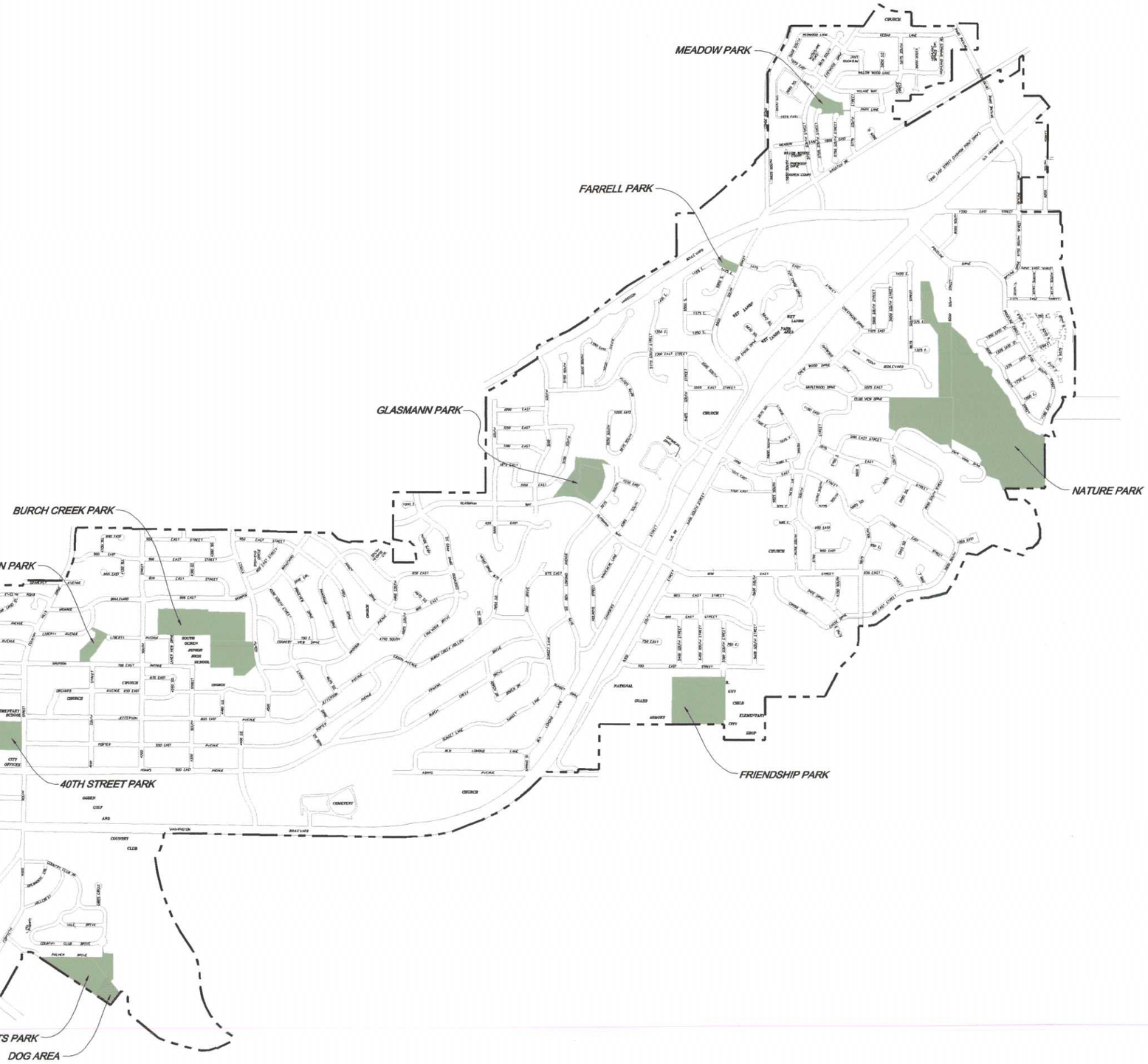
Project No.	Projects	Estimated Cost
Club Heights Park		
1	Restroom and Concessions Building Upgrades	$54,000.00
2	Bowery Upgrades	$108,000.00
3	Playground Upgrades	$180,000.00
4	Picnic Tables	$7,200.00
5	Ball Field Lights	$210,000.00
6	Dugout Benches	$2,160.00
7	Dugout Covers	$12,000.00
8	Announcer Stand Upgrades	$81,600.00
9	Bleacher Area Upgrades	$26,400.00
10	New Scoreboard	$21,600.00
11	New Sprinkler System	$138,000.00
12	Parking Lot Expansion	$51,480.00
13	Existing Parking Lot Resurfacing	$10,296.00
14	Sign	$3,000.00
	Sub-Total	**$905,736.00**
Friendship Park		
15	Restroom Building Upgrades	$72,000.00
16	Concession Building Upgrades	$48,000.00
17	Storage Building Upgrades	$18,000.00
18	Playground	$360,000.00
19	Picnic Tables	$18,000.00
20	Scoreboards	$21,600.00
21	Dugout Benches	$6,480.00
22	In-ground Garbage Cans	$2,520.00
23	In-ground Benches	$1,440.00
24	Drinking Fountains	$1,920.00
25	Tennis Court Lighting	$96,000.00

26	Tennis Court Resurfacing	$84,000.00
27	Portable Bleachers	$36,000.00
28	Ball Field Backstop Upgrades	$24,000.00
29	Parking Lot and Walking Path Resurfacing	$16,200.00
30	Sign	$3,000.00
	Sub-Total	**$809,160.00**
Nature Park		
31	Restroom Building Upgrades	$36,000.00
32	Chemical Room Upgrades	$24,000.00
33	Playground Upgrades	$300,000.00
34	Small Boweries	$108,000.00
35	New Splash Pad Features and 1 Hand Sensor	$48,000.00
36	Picnic Tables	$18,000.00
37	In-ground Garbage Cans	$4,200.00
38	Benches	$2,160.00
39	Exercise Stations	$24,000.00
40	Parking Lot and Walking Path Resurfacing	$27,900.00
41	Sign	$3,000.00
	Sub-Total	**$595,260.00**
40th Street Park		
42	Bowery Replacement/ADA Access	$240,000.00
43	Restroom Building Upgrades	$38,400.00
44	Drinking Fountain Upgrades	$960.00
45	Tennis Court Resurfacing	$60,000.00
46	Basketball Court Upgrade (Resurfacing, New Standard, Backboards and Hoops)	$64,800.00
47	Playground	$360,000.00
48	Picnic Tables	$18,000.00
49	Benches	$1,440.00
50	In-ground Garbage Cans	$840.00
51	Sprinkling System	$144,000.00
52	Sign	$3,000.00

	Sub-Total	**$931,440.00**
Glasmann Park		
53	Restroom Building Upgrades	$54,000.00
54	Hand Rail Replacement	$18,000.00
55	Picnic Tables	$3,600.00
56	In-ground Garbage Cans	$420.00
57	Parking Lot and Walking Path Resurfacing	$19,440.00
58	Sign	$3,000.00
	Sub-Total	**$98,460.00**
Madison Park		
59	Restroom Building Upgrades	$54,000.00
60	Bowery Upgrades/ADA Access	$180,000.00
61	Drinking Fountain Upgrades	$960.00
62	Pipe Creek and Fix Existing Pipe	$100,800.00
63	Sprinkler System	$138,000.00
64	Border Fencing	$37,500.00
65	Park Lighting Upgrades	$210,000.00
66	Parking Lot Resurfacing and Upgrades	$14,400.00
67	3 Picnic Tables	$1,800.00
68	Sign	$3,000.00
	Sub-Total	**$740,460.00**
Farrell Park		
69	Picnic Tables	$1,800.00
70	Playground Upgrades	$180,000.00
71	In-ground Garbage Can	$840.00
72	Landscape Park Strip/Upgrade	$3,600.00
73	Sign (w/ Dedication Plaque)	$3,840.00
	Sub-Total	**$190,080.00**
Meadows Park		
74	New Restroom	$360,000.00

75	New Playground	$360,000.00
76	New Sprinkler System	$120,000.00
77	Basketball Court Upgrades	$36,000.00
78	2 Garbage Cans (In-Ground)	$1,200.00
79	2 Picnic Tables (In Ground)	$3,000.00
80	2 Benches (In Ground)	$1,600.00
	Sub-Total	**$882,120.00**
Dog Area		
81	Parking Lot Resurfacing and Upgrades	$18,000.00
82	Sprinkler System	$120,000.00
83	Dog Toys	$12,000.00
84	Parking Lot Lighting	$48,000.00
85	Divider Fence	$6,000.00
	Sub-Total	**$204,000.00**
Burch Creek Park		
86	Bid Schedule A	$5,523,189.15
87	Bid Schedule B	$1,710,000.00
	Sub-Total	**$7,233,189.15**
Miscellaneous		
88	Capital Facilities Plan, Impact Fee Facilities Plan and Impact Fee Analysis	**$48,000.00**
	TOTAL	**$10,776,949.15**

1. Detailed cost estimates for each park is available in the Appendix C.



SOUTH OGDEN

SOUTH OGDEN CITY CORPORATION

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SCALE: 1" = 1600'

LEGEND

- SOUTH OGDEN CITY BOUNDARY
- PARK AREA

EXISTING PARKS MAP

EXHIBIT 2-1

DESIGNED	B.J.	DATE	APR. 19, 2019
DRAWN	C.C.S.	SCALE	1" = 1600'
CHECKED	M.T.M.		

WASATCH CIVIL Consulting Engineering
1150 SOUTH DEPOT DRIVE, SUITE 225
OGDEN, UTAH 84404 (801) 775-9191

W:\07-SOC\500-PARKS\CAPITAL FACILITIES PLAN\DWG\BASE.DWG

SECTION 3

IMPACT FEE FACILITIES PLAN

WASATCH CIVIL
Consulting Engineering

SECTION 3

IMPACT FEE FACILITIES PLAN

DESCRIPTION

This Impact Fee Facilities Plan (IFFP) is included as part of this document. An IFFP is required by the Impact Fee Act and is used as a basis for calculating an impact fee. The IFFP differs from the CFP in that the IFFP is concerned with a planning window that is between 6-years and 10-years. The CFP looks at the system for a long term planning perspective. As with the CFP, the IFFP describes the City's best effort at this point in time to project the need for new parks and park amenities. However, facilities planning is not a one time event, but rather an ongoing process. Projected capital facilities may change in the future due to changing growth patterns, new regulatory requirements, or unanticipated needs. As the City prepares further planning, this document should be reviewed and updated accordingly.

This IFFP is based on 10-year projections. It is estimated that the City will achieve a build-out condition by the year 2025. At that point, growth will shift from the development of raw ground to re-development. Demand for park facilities have been reviewed and compared with the anticipated requirement. As indicated in previous sections, the capability for the parks system to meet future demands was evaluated with respect to current demands and projected to the future needs due to growth.

EXISTING FACILITIES

The parks system located within the Study Area should be designed and sized to adequately serve the needs of the Study Area population. The existing facilities can then be compared with the established Service Standard.

The existing and potential parkland within the Study Area consist of a total of approximately 110.9 acres. Of the total acreage, 39.75 acres are fully developed while 71.15 acres are either partially developed or completely undeveloped.

The South Ogden City General Plan indicates that at the time the plan was completed, the parks system within the Study Area provided 4.5 acres per 1,000 population. After discussions with South Ogden personnel and a review of historical information, for the purposes of this study, a value of 4.5 acres/1,000 population will be used as a Service Standard.

IMPACT FEE FACILITIES PLAN SUMMARY

This study recommends park system capital facilities based on 10-year projections. It is anticipated that the population will increase at an average of approximately 2.15% annually until 2025, then be followed by an approximate 0.8% annual population increase

until 2029. Park demands have been determined for the present Study Area. As indicated in previous sections, the park system was evaluated with respect to the current level of service of 4.1 acres/1,000 people compared with the desired service standard of 4.5 acres/1,000 population.

COST ESTIMATES

As previously indicated, the projects listed here are concerned with a 10-year planning window. As with the CFP park improvement cost were estimated based on current construction costs of similar facilities. The estimated costs for the IFFP improvements are presented in Table 3-1. Project numbers will remain consistent with the projects listed in Table 2-2. Consequently, the project numbers in Table 3-1 may not be consecutive.

Table 3-1 Summary of IFFP Projects and Cost Estimates

Project No.	Project	Estimated Cost
Club Heights Park		
3	Picnic Tables	$7,200.00
5	Ball Field Lights	$210,000.00
6	Dugout Benches	$2,160.00
7	Dugout Covers	$12,000.00
8	Announcer Stand Upgrades	$81,600.00
9	Bleacher Area Upgrades	$26,400.00
10	New Scoreboard	$21,600.00
11	New Sprinkler System	$138,000.00
12	Parking Lot Expansion	$51,480.00
14	Sign	$3,000.00
	Sub-Total	**$553,440.00**
Friendship Park		
15	Restroom Building Upgrades	$72,000.00
16	Concession Building Upgrades	$48,000.00
17	Storage Building Upgrades	$18,000.00
18	Playground	$360,000.00
19	Picnic Tables	$18,000.00
20	Scoreboards	$21,600.00
21	Dugout Benches	$6,480.00

22	In-ground Garbage Cans	$2,520.00
23	In-ground Benches	$1,440.00
24	Drinking Fountains	$1,920.00
27	Portable Bleachers	$36,000.00
28	Ball Field Backstop Upgrades	$24,000.00
29	Parking Lot and Walking Path Resurfacing	$16,200.00
30	Sign	$3,000.00
	Sub-Total	**$629,160.00**
Nature Park		
31	Restroom Building Upgrades	$36,000.00
32	Chemical Room Upgrades	$24,000.00
34	Small Bowery	$108,000.00
35	New Splash Pad Features and 1 Hand Sensor	$48,000.00
36	Picnic Tables	$18,000.00
37	In-ground Garbage Cans	$4,200.00
38	Benches	$2,160.00
40	Exercise Stations	$27,900.00
41	Sign	$3,000.00
	Sub-Total	**$271,260.00**
40th Street Park		
42	Bowery Replacement/ADA Access	$240,000.00
43	Restroom Building Upgrades	$38,400.00
44	Drinking Fountain Upgrades	$960.00
45	Tennis Court Resurfacing	$60,000.00
46	Basketball Court Upgrade (Resurfacing, New Standard, Backboards and Hoops)	$64,800.00
47	Playground	$360,000.00
48	Picnic Tables	$18,000.00
49	Benches	$1,440.00
50	In-ground Garbage Cans	$840.00
51	Sprinkling System	$144,000.00
52	Sign	$3,000.00
	Sub-Total	**$931,440.00**

Glasmann Park		
54	Hand Rail Replacement	$18,000.00
56	In-ground Garbage Cans	$420.00
57	Parking Lot and Walking Path Resurfacing	$19,440.00
58	Sign	$3,000.00
	Sub-Total	**$40,860.00**
Madison Park		
60	Bowery Upgrades/ADA Access	$180,000.00
61	Drinking Fountain Upgrades	$960.00
61	Pipe Creek and Fix Existing Pipe	$100,800.00
62	Sprinkler System	$138,000.00
63	Border Fencing	$37,500.00
65	Parking Lot Resurfacing and Upgrades	$14,400.00
66	Picnic Tables	$1,800.00
67	Sign	$3,000.00
	Sub-Total	**$476,460.00**
Farrell Park		
72	Landscape Park Strip/Upgrade	$3,600.00
73	Sign (w/ Dedication Plaque)	$3,840.00
	Sub-Total	**$7,440.00**
Meadows Park		
75	New Playground	$360,000.00
76	New Sprinkler System	$120,000.00
77	Basketball Court Upgrades	$36,000.00
78	Garbage Can (In-Ground)	$1,200.00
79	Picnic Table (In Ground)	$3,000.00
80	Bench (In Ground)	$1,920.00
	Sub-Total	**$522,120.00**
Dog Area		
83	Dog Toys	$12,000.00
85	Divider Fence	$6,000.00
	Sub-Total	**$18,000.00**

Burch Creek Park		
86	Bid Schedule A	**$5,523,189.15**
Miscellaneous		
88	Capital Facilities Plan, Impact Fee Facilities Plan and Impact Fee Analysis	**$24,000.00**
	TOTAL	**$9,055,129.15**

The total cost of these improvements is estimated to be $9,055,129.15. The estimated costs indicated will provide required parks facilities that will benefit both existing residents and future development should be share proportionately. The total 10-year service base for these improvements is 5,992 ERUs.

FUTURE IMPACT FEE FACILITIES PLAN UPDATES

It is anticipated that growth will require updates of these planning documents approximately every 5 years. Impact fees can be charged for planning studies. It is anticipated that updating the Impact Fee Facilities Plan and the following Impact Fee Analysis will cost approximately $12,000 for each update. Assuming at least two updates over the next 10 years, this represents a cost of $24,000 that could be shared by the appropriate service base.

CERTIFICATION

I certify that the Impact Fee Facilities Plan presented herein includes only the costs of public facilities that are allowed under the Impact Fee Act, actually incurred, or projected to be incurred or encumbered within 6 years after the day on which each impact fee is paid. It does not include the following: (1) costs of operation and maintenance of the public facilities; (2) costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; (3) an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and methodological standards set forth by the Federal Office of Management and Budget for federal grant reimbursement; (4) offsets costs with grants or other alternate sources of payment; and (5) complies in each and every relevant respect with the Impact Fee Act.

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Wasatch Civil Consulting Engineering

SECTION 4

IMPACT FEE ANALYSIS

WASATCH CIVIL
Consulting Engineering

SECTION 4

IMPACT FEE ANALYSIS

GENERAL

The purposes of the Impact Fee Analysis are to identify capital facilities that are to be financed in part by impact fees and to calculate an appropriate impact fee amount. Impact fees are a one-time charge to new development for the purpose of funding new or expanded public facilities necessitated by that development. In 1995, the Utah State Legislature passed the Impact Fee Act (Title 11, Chapter 35 of the Utah Code), which regulates how impact fees can be calculated, implemented, and challenged. The Impact Fee Act has been amended several times since 1995 with the latest revisions taking place 2019. Discussions in this document relating to impact fees are intended to provide the basis for planning and justification as required by the most current version of the Impact Fees Act.

The future population increase due to new developments will use capacity that has been constructed in existing park system facilities and will require improvements to existing park facilities. A park impact fee will be charged to all potential park users to equitably distribute the costs of facilities between existing residents and future growth. A summary of each of the projects, their costs and how the costs are distributed is presented in Table 3-1. South Ogden City has planned the construction of new parks and park facilities to maintain an acceptable level of service as the City grows. With this in mind, it has been determined that impact fees should be included in the funding plan for new park facilities. Impact fees based on a proportionate share analysis will produce a fair cost allocation between costs paid by new development and costs paid by the existing residents. In addition, the City may also pursue available grants obtained through local governmental, state or federal agencies.

IMPACT FEE ANALYSIS

As indicated previously, South Ogden City plans to provide at least 4.5 acres of parkland per 1,000 people. The park system currently provided by the City does not meet this standard. However, since the existing parks system appears to have provided adequate service for the community, it is reasonable to assume that the need for the development of parks can be attributed directly to growth. However, it is important to note that the Impact Fees Act prohibits cities from using revenue generated from impact fees to increase the current level of service.

PROPORTIONATE SHARE ANALYSIS

It is important that both existing residents and future development pay their proportionate share of the costs for the development and improvement of park facilities. An impact fee calculated by proportionate share analysis is necessary to achieve an

equitable sharing of costs and ensures that impact fees are not used to increase the existing Service Standard. The impact fee amount is calculated by proportionate share analysis using only the costs of future capital improvements. The impact fee calculation does not include recoupment of costs for the investment by current residents in existing facilities. Some recoupment amount may be justified for existing parks facilities. However, detailed studies would be required to provide justification for any potential recoupment of costs. The approach detailed in this document gives a lower, but easily defendable, impact fee.

ESTIMATED COSTS FOR FUTURE CAPITAL IMPROVEMENTS

As indicated in Table 3-1. The total estimated construction cost for all proposed improvements planned to be completed within the next 6 to 10 years is $ 3,474,180.00. However, not all of these costs are eligible to be funded from impact fees. Table 4-1 is a summary of each of the anticipated capital projects that may be eligible to be either fully or partially funded by impact fees.

Table 4-1 Cost Allocation Summary

Project No.	Project	Existing System Upgrade [1]	Cost to Existing System [2]	Cost to New Growth [3]	Total Estimated Cost
Club Heights Park					
4	Picnic Tables	$720.00	$4,752.00	$1,728.00	$7,200.00
5	Ball Field Lights	$21,000.00	$138,600.00	$50,400.00	$210,000.00
6	Dugout Benches	$216.00	$1,425.00	$518.40	$2,160.00
7	Dugout Covers	$1,200.00	$7,920.00	$2,880.00	$12,000.00
8	Announcer Stand Upgrades	$81,600.00	$53,856.00	$19,584.00	$81,600.00
9	Bleacher Area Upgrades	$2,640.00	$17,424.00	$6,336.00	$26,400.00
10	New Scoreboard	$2,160.00	$14,256.00	$5,184.00	$21,600.00
11	New Sprinkler System	$13,800.00	$91,080.00	$33,120.00	$138,000.00
12	Parking Lot Expansion	$5,148.00	$33,976.00	$12,355.00	$51,480.00
14	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Totals	**$55,344.00**	**$365,270.40**	**$132,825.60**	**$553,440.00**
Friendship Park					
15	Restroom Building Upgrades	$7,200.00	$47,520.00	$17,280.00	$72,000.00
16	Concession Building Upgrades	$4,800.00	$31,680.00	$11,520.00	$48,000.00
17	Storage Building Upgrades	$1,800.00	$11,880.00	$4,320.00	$18,000.00
18	Playground	$36,000.00	$237,600.00	$86,400.00	$360,000.00
19	Picnic Tables	$1,800.00	$11,880.00	$4,320.00	$18,000.00
20	Scoreboards	$2,160.00	$14,256.00	$5,184.00	$21,600.00
21	Dugout Benches	$648.00	$4,276.80	$1,555.20	$6,480.00
22	In-ground Garbage Cans	$252.00	$1,663.20	$604.80	$2,520.00

23	In-ground Benches	$144.00	$950.40	$345.60	$1,440.00
24	Drinking Fountains	$192.00	$1,267.20	$460.80	$1,920.00
27	Portable Bleachers	$3,600.00	$23,760.00	$8,640.00	$36,000.00
28	Ball Field Backstop Upgrades	$2,400.00	$15,840.00	$5,760.00	$24,000.00
29	Parking Lot and Walking Path Resurfacing	$1,620.00	$10,692.00	$3,888.00	$16,200.00
30	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Total	**$62,916.00**	**$415,245.60**	**$150,998.40**	**$629,160.00**
Nature Park					
31	Restroom Building Upgrades	$3,600.00	$23,760.00	$8,640.00	$36,000.00
32	Chemical Room Upgrades	$2,400.00	$15,840.00	$5,760.00	$24,000.00
34	Small Bowery	$10,800.00	$71,280.00	$25,920.00	$108,000.00
35	New Splash Pad Features and 1 Hand	$4,800.00	$31,680.00	$11,520.00	$48,000.00
36	Picnic Tables	$1,800.00	$11,880.00	$4,320.00	$18,000.00
37	In-ground Garbage Cans	$420.00	$2,772.00	$1,008.00	$4,200.00
38	Benches	$216.00	$1,425.60	$518.40	$2,160.00
40	Exercise Stations	$2,790.00	$18,414.00	$6,696.00	$27,900.00
41	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Total	**$27,126.00**	**$179,031.60**	**$65,102.40**	**$271,260.00**
40th Street Park					
42	Bowery Replacement/ADA Access	$24,000.00	$158,400.00	$57,600.00	$240,000.00
43	Restroom Building Upgrades	$3,840.00	$25,344.00	$9,216.00	$38,400.00
44	Drinking Fountain Upgrades	$96.00	$633.60	$230.40	$960.00
45	Tennis Court Resurfacing	$6,000.00	$39,600.00	$14,400.00	$60,000.00
46	Basketball Court Upgrade	$6,480.00	$42,768.00	$15,552.00	$64,800.00

47	Playground	$36,000.00	$237,600.00	$86,400.00	$360,000.00
48	Picnic Tables	$1,800.00	$11,880.00	$4,320.00	$18,000.00
49	Benches	$144.00	$950.40	$345.60	$1,440.00
50	In-ground Garbage Cans	$84.00	$554.40	$201.60	$840.00
51	Sprinkling System	$14,400.00	$95,040.00	$34,560.00	$144,000.00
52	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Total	**$93,144.00**	**$614,750.40**	**$223,545.60**	**$931,440.00**
Glasmann Park					
54	Hand Rail Replacement	$1,800.00	$11,880.00	$4,320.00	$18,000.00
56	In-ground Garbage Cans	$42.00	$277.20	$100.80	$420.00
57	Parking Lot and Walking Path	$1,944.00	$12,830.40	$4,665.80	$19,440.00
58	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Totals	**$4,086.00**	**$26,967.60**	**$9,806.40**	**$40,860.00**
Madison Park					
60	Bowery Upgrades and ADA Access	$18,000.00	$118,800.00	$43,200.00	$180,000.00
61	Drinking Fountain Upgrades	$96.00	$633.60	$230.40	$960.00
62	Pipe Creek and Fix Existing Pipe	$10,080.00	$66,528.00	$24,192.00	$100,800.00
63	New Sprinkler System	$13,800.00	$91,080.00	$33,120.00	$138,000.00
64	Boundary Fencing	$3,750.00	$24,750.00	$9,000.00	$37,500.00
65	Parking Lot Resurfacing and Upgrades	$1,440.00	$9,504.00	$3,456.00	$14,400.00
66	Picnic Tables	$180.00	$1,188.00	$432.00	$1,800.00
67	Sign	$300.00	$1,980.00	$720.00	$3,000.00
	Sub-Totals	**$47,646.00**	**$314,463.60**	**$114,350.40**	**$476,460.00**
Farrell Park					
72	Landscape Park Strip/Upgrade	$360.00	$2,376.00	$864.00	$3,000.00

73	Sign (w/ Dedication Plaque)	$384.00	$2,534.40	$921.60	$3,200.00
	Sub-Totals	**$744.00**	**$4,910.40**	**$1,785.60**	**$7,440.00**
Meadows Park					
75	New Playground	$36,000.00	$237,600.00	$86,400.00	$360,000.00
76	New Sprinkler System	$12,000.00	$79,200.00	$28,800.00	$120,000.00
77	Basketball Court Upgrades	$3,600.00	$23,760.00	$8,640.00	$36,000.00
78	Garbage Can (In-Ground)	$120.00	$792.00	$288.00	$1,200.00
79	Picnic Table (In Ground)	$300.00	$1,980.00	$720.00	$3,000.00
80	Bench (In Ground)	$192.00	$1,267.20	$460.80	$1,920.00
	Sub-Total	**$52,212.00**	**$344,599.20**	**$125,308.80**	**$522,120.00**
Dog Area					
83	Dog Toys	$1,200.00	$7,920.00	$2,880.00	$12,000.00
85	Divider Fence	$600.00	$3,960.00	$1,440.00	$6,000.00
		$1,800.00	**$11,880.00**	**$4,320.00**	**$18,000.00**
Burch Creek Park					
86	Bid Schedule A				$9,031,129.15
Miscellaneous					
88	Capital Facilities Plan, Impact Fee	**$0.00**	**$18,240.00**	**$5,760.00**	**$24,000.00**
	TOTALS	**$345,018.00**	**$2,295,358.80**	**$833,803.20**	**$3,474,180.00**

1. These are upgrades to the existing system that are not eligible for funding by impact fees.
2. These are projects that will benefit the entire system so are funded by impact fees. The cost is spread over the entire service base population (ERUs).
3. These are project that are required because of growth so are funded by impact fees. The cost is spread over the by future ERUs only.

APPORTION OF COSTS TO THE PROJECTED SERVICE BASE

It is assumed that demand for park facilities within the Study Area will be generated exclusively by residential development, therefore the impact fee is calculated and will be charged based on the demand per residential dwelling. High density housing (apartments, condominiums or townhouses) are converted to Equivalent Residential Unit (ERUs).

Total project construction costs were apportioned to the projected number of Equivalent Residential Units (ERUs) that will be served during the 10-year planning window. Two separate methods for calculating Impact Fees are given below:

Method No. 1

Assess Costs to Total Future Service Area Population

Future Estimated 10-year Population = 20,492 people

$$\text{Estimate Number of ERUs} = \frac{20{,}492 \text{ people}}{3.42 \text{ people/ERU}} = 5{,}992 \text{ ERUs}$$

Estimated Cost of Eligible Capital Facilities Projects (Table 4-1) =

$ 6,990,069.58 + $ 1,662,281.57 = $ 8,652,351.15

$$\text{Impact Fee} = \frac{\$\ 8{,}652{,}351.15}{5{,}992 \text{ ERUs}} = \mathbf{\$\ 1{,}443.98 / ERU}$$

Method No. 2

Assess Costs to Future Growth Only

Current Estimated Population = 17,471 people

Future Estimated 10-year Population = 20,492 people

Estimated Population Due to Growth = 20,492 - 17,471 = 3,021 people

$$\text{Estimated Number of ERUs} = \frac{3{,}021 \text{ people}}{3.42 \text{ people/ERU}} = 883 \text{ ERUs}$$

Estimated Cost of Eligible Capital Facilities Projects (Table 4-1)

$$\text{Impact Fee} = \frac{\$\ 1{,}662{,}281.57}{883 \text{ ERUs}} = \mathbf{\$\ 1{,}882.54 / ERU}$$

RECOMMENDED IMPACT FEE

As indicated above, the maximum impact fee per ERU that could be imposed is $ 1,882.54. It should be understood that this is the maximum fee that can be imposed. The City Council is free to adopt a lesser amount if they choose.

ADMINISTRATION OF IMPACT FEES

Impact fee funds when collected, should be held in a separate account. Accounting records should provide a clear audit trail which can demonstrate that impact fee funds were used only for capital improvements for which they were collected.

If a developer constructs capital facilities which are included in the capital improvements project list and identified for funding through impact fees, it is recommended that South Ogden City compensate that developer through direct payment for the portion of the capital facility cost that exceeds the developer's proportionate share. This can be accomplished, through issuance of impact fee credits for those project costs. The impact fee credits can be assigned to the developers lots and the credit will be used to reduce the amount of the impact fee assessed at the time the homeowner/builder obtains a building permit.

ASSESSING IMPACT FEES TO NEW DEVELOPMENT

The impact fees indicate above have been calculated with a proportionate share analysis. This impact fee applies to all residential developement. Each single-family residences are assumed to have 3.42 people per residence and is considered 1 ERU. Multi-unit residential or high density residential developments are evaluated using an occupancy of 2.8 people/residence, then are adjusted to a standard ERU and multiplied by the appropriate impact fee.

SUMMARY OF CONCLUSIONS

1. The City currently serves approximately 5,108 ERUs. With an approximate 2.0% annual growth rate, demand is expected to grow to 5,992 ERUs in approximately 10 years.

2. Based on past demand of parks, the current desired Service Standard for the Study Area of 4.5 acres/1,000 population was determined to be sufficient for the future.

3. The City currently owns sufficient land to provide for the indicated Service Standard once all owned parkland park area is fully developed.

SUMMARY OF RECOMMENDATIONS

1. Formally adopt the Capital Facilities Plan, the Impact Fee Facilities Plan and the Impact Fee Analysis.

2. Establish the amount for the impact fee.

3. Proceed with constructing the improvements as noted in the plan.

4. Implement a long-term capital facilities financing plan that will provide funding for construction of the park improvements and amenities.

5. Continue to review the needs of the population within the study area related to parks.

6. Update the park projects as required.

SAMPLE IMPACT FEE CALCULATIONS

Example #1 - Determine the Parks Impact Fee for 20 residential lots in any zone

1) The number of lots is 20
2) 1 residence per lot is assumed
3) The number of residences is equal to the number of ERUs.
4) The Total Impact Fee is obtained as follows:
   20 ERUs x $ 1,882.54 = $37,650.80

The total parks impact fee for this development would be $ 37,650.80

Note: the Impact Fee amount of $ 1,882.54 is used for illustration purposes only

Example #2 - Determine the Parks Impact Fee for 40 unit, high density housing development.

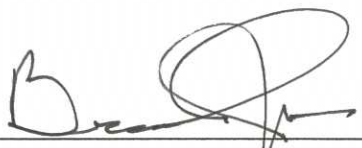
1) The number of units is 40.
2) Estimate the population of the development by multiplying the number of units by a density of 2.8 people per residence
   40 units x 2.8 people/residence = 112 people
3) Divide the number of people by 3.42 to obtain ERUs
   112 people ÷ 3.42 people/ERU = 32.74 (round up to 33 ERUs)
4) The Total Impact Fee is obtained as follows:
   33 ERUs x $ 1,882.54 = $62,123.82

The total parks impact fee for this development would be $ 62,123.82

Note: the Impact Fee amount of $ 1,882.54 is used for illustration purposes only

CERTIFICATION

I certify that the Impact Fee Analysis presented herein includes only the costs of public facilities that are allowed under the Impact Fee Act, actually incurred, or projected to be incurred or encumbered within 6 years after the day on which each impact fee is paid. It does not include the following: (1) costs of operation and maintenance of the public facilities; (2) costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; (3) an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and methodological standards set forth by the Federal Office of Management and Budget for federal grant reimbursement; (4) offsets costs with grants or other alternate sources of payment; and (5) complies in each and every relevant respect with the Impact Fee Act.



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REFERENCES

WASATCH CIVIL
Consulting Engineering

REFERENCES

South Ogden City. *General Plan*, 2007.

Utah Code, Title 11, Chapter 36. *Impact Fees Act,* 2019

National Recreation and Parks Association. Recreation Size and Occupancy Standards

Baud-Bovy & Johnson. 1998. Tourism and Recreation Handbook of Planning and Design, Boston Architectural Press. 287pp.

APPENDIX A

POPULATION GROWTH PROJECTIONS

WASATCH CIVIL
Consulting Engineering

South Ogden City Growth Projection

2019 Population	17,471
Pop. Avg Rate of Change Until 2025 =	2.15%
Pop. Avg Rate of Change Until 2039 =	0.80%

Year	South Ogden City Population
2019	17,471
2020	17,847
2021	18,230
2022	18,622
2023	19,023
2024	19,432
2025	19,849
2026	20,008
2027	20,168
2028	20,330
2029	20,492
2030	20,656
2031	20,821
2032	20,988
2033	21,156
2034	21,325
2035	21,496
2036	21,668
2037	21,841
2038	22,016
2039	22,192

APPENDIX B

ERU CALCULATIONS

WASATCH CIVIL
Consulting Engineering

ERU Calculations

Determine the Total Number of Residential Units

Residential Water Connections from City Records = 4,803

Estimate the number of residential units that do not have an individual water connection (i.e. apts, townhouses, condos).

From estimations by South Ogden City personnel, hand counts and map surveys, the number of unmetered residential units is 307.

Total number of residential units = 4,803 + 307 = **5,110 res units**

Calculate the Number of People per Connection

The 2019 population of Study Area based on Census Data = 17,471 people

The total number of people per residential units is:

4,803 ppl + 307 ppl / 5,110 res units = **3.42 ppl/res unit**

Calculate the Number of ERUs Within the Study Area

2019 population 17,471 ppl

17,471 ppl / 3.42 ppl per res unit = **5,108 ERUs**

2029 population 20,492 ppl

20,492 ppl / 3.42 ppl per res unit = **5,992 ERUs**

2039 population 22,192 ppl

22,192 ppl / 3.42 ppl per res unit = **6,489 ERUs**

APPENDIX C

COST ESTIMATES

WASATCH CIVIL
Consulting Engineering

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Nature Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
31	Restroom Building Upgrades	1	L.S.	$30,000.00	$30,000.00	$6,000.00	$36,000.00
32	Chemical Room Upgrades	1	L.S.	$20,000.00	$20,000.00	$4,000.00	$24,000.00
33	Playground Upgrades	1	L.S.	$250,000.00	$250,000.00	$50,000.00	$300,000.00
34	Small Bowery	3	Each	$30,000.00	$90,000.00	$18,000.00	$108,000.00
35	Splash Pad Features w/ Hand Sensor	8	Each	$5,000.00	$40,000.00	$8,000.00	$48,000.00
36	Picnic Tables	30	Each	$500.00	$15,000.00	$3,000.00	$18,000.00
37	In-ground Garbage Cans	10	Each	$350.00	$3,500.00	$700.00	$4,200.00
38	Benches	3	Each	$600.00	$1,800.00	$360.00	$2,160.00
39	Excercise Station	10	Each	$2,000.00	$20,000.00	$4,000.00	$24,000.00
40	Parking Lot and Walking Path Resurfacing	7750	S.Y.	$3.00	$23,250.00	$4,650.00	$27,900.00
41	Sign	1	Each	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost						**$595,260.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Friendship Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Sub-Total
15	Restroom Building Upgrades	1	L.S.	$60,000.00	$60,000.00	$12,000.00	$72,000.00
16	Concessions Building Upgrades	1	L.S.	$40,000.00	$40,000.00	$8,000.00	$48,000.00
17	Storage Build Upgrades	1	L.S.	$15,000.00	$15,000.00	$3,000.00	$18,000.00
18	Playground	1	L.S.	$300,000.00	$300,000.00	$60,000.00	$360,000.00
19	Picnic Tables	30	Each	$500.00	$15,000.00	$3,000.00	$18,000.00
20	Scoreboard	2	Each	$9,000.00	$18,000.00	$3,600.00	$21,600.00
21	Dugout Benches	6	Each	$900.00	$5,400.00	$1,080.00	$6,480.00
22	In-ground Garbage Cans	6	Each	$350.00	$2,100.00	$420.00	$2,520.00
23	In-ground Benches	2	Each	$600.00	$1,200.00	$240.00	$1,440.00
24	Drinking Fountains	2	Each	$800.00	$1,600.00	$320.00	$1,920.00
25	Tennis Court Lighting	1	L.S.	$80,000.00	$80,000.00	$16,000.00	$96,000.00
26	Tennis Court Resurfacing	1	L.S.	$70,000.00	$70,000.00	$14,000.00	$84,000.00
27	Portable Bleachers	6	Each	$5,000.00	$30,000.00	$6,000.00	$36,000.00
28	Ball Field Backstop Upgrades	1	L.S.	$20,000.00	$20,000.00	$4,000.00	$24,000.00
29	Parking Lot and Walking Path Resurfacing	4500	S.Y.	$3.00	$13,500.00	$2,700.00	$16,200.00
30	Sign	1	Each	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost						**$809,160.00**

South Ogden City Corporation
Capital Improvements Plan
Cost Estimate

Description: Park Improvement Projects

Location: Club Hieghts Park

Item	Description	Quantity	Unit Price	Sub-Total	Contingency	Total
1	Restroom and Concessions Building Upgrades	1 L.S.	$45,000.00	$45,000.00	$9,000.00	$54,000.00
2	Bowery Upgrades	1 L.S.	$90,000.00	$90,000.00	$18,000.00	$108,000.00
3	Playground Upgrades	1 L.S.	$150,000.00	$150,000.00	$30,000.00	$180,000.00
4	Picnic Tables	12 Each	$500.00	$6,000.00	$1,200.00	$7,200.00
5	Ballfield Lights	1 L.S.	$175,000.00	$175,000.00	$35,000.00	$210,000.00
6	Dugout Benches	2 Each	$900.00	$1,800.00	$360.00	$2,160.00
7	Dugout Covers	2 Each	$5,000.00	$10,000.00	$2,000.00	$12,000.00
8	Announcer Stand Upgrades	1 L.S.	$68,000.00	$68,000.00	$13,600.00	$81,600.00
9	Bleacher Area Upgrades	1 L.S.	$22,000.00	$22,000.00	$4,400.00	$26,400.00
10	New Scoreboard	1 L.S.	$18,000.00	$18,000.00	$3,600.00	$21,600.00
11	Sprinkler System	1 L.S.	$115,000.00	$115,000.00	$23,000.00	$138,000.00
12	Parking Lot Expansion	1430 S.Y.	$30.00	$42,900.00	$8,580.00	$51,480.00
13	Parking Lot Resurfacing	2860 S.Y.	$3.00	$8,580.00	$1,716.00	$10,296.00
14	Sign	1 L.S.	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost					**$905,736.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: 40th Street Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
42	Bowery Replacement and ADA Access	1	L.S.	$200,000.00	$200,000.00	$40,000.00	$240,000.00
43	Restoom Building Upgrades	1	L.S.	$32,000.00	$32,000.00	$6,400.00	$38,400.00
44	Drinking Fountain Upgrades	1	Each	$800.00	$800.00	$160.00	$960.00
45	Tennis Court Resurfacing	1	L.S.	$50,000.00	$50,000.00	$10,000.00	$60,000.00
46	Basketball Court Upgrades (Resurfacing, Standards, Backboards and Hoops)	1	L.S.	$54,000.00	$54,000.00	$10,800.00	$64,800.00
47	Playground	1	L.S.	$300,000.00	$300,000.00	$60,000.00	$360,000.00
48	Picnic Tables	30	Each	$500.00	$15,000.00	$3,000.00	$18,000.00
49	Benches	2	Each	$600.00	$1,200.00	$240.00	$1,440.00
50	In-ground Garbage Can	2	Each	$350.00	$700.00	$140.00	$840.00
51	Sprinkler System	1	L.S.	$120,000.00	$120,000.00	$24,000.00	$144,000.00
52	Sign	1	Each	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost						$931,440.00

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Dog Area

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
81	Parking Lot Resurfacing and Upgrades	5000	S.Y.	$3.00	$15,000.00	$3,000.00	$18,000.00
82	Sprinkler System	1	L.S.	$100,000.00	$100,000.00	$20,000.00	$120,000.00
83	Dog Toys	5	Each	$2,000.00	$10,000.00	$2,000.00	$12,000.00
84	Parking Lot Lighting	1	L.S.	$40,000.00	$40,000.00	$8,000.00	$48,000.00
85	Divider Fence	200	L.F.	$25.00	$5,000.00	$1,000.00	$6,000.00
	Total Estimated Project Cost						**$204,000.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Meadows Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingecy	Total
74	Restroom	1	L.S.	$300,000.00	$300,000.00	$60,000.00	$360,000.00
75	Playground	1	L.S.	$300,000.00	$300,000.00	$60,000.00	$360,000.00
76	Sprinkler System	1	L.S.	$100,000.00	$100,000.00	$20,000.00	$120,000.00
77	Basketball Court Upgrades	1	L.S.	$30,000.00	$30,000.00	$6,000.00	$36,000.00
78	In-ground Garbage Cans	2	Each	$500.00	$1,000.00	$200.00	$1,200.00
79	In-ground Picnic Table	2	Each	$1,250.00	$2,500.00	$500.00	$3,000.00
80	In-ground Bench	2	Each	$800.00	$1,600.00	$320.00	$1,920.00
	Total Estimated Project Cost						**$882,120.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Farrell Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
69	Picnic Tables	3	Each	$500.00	$1,500.00	$300.00	$1,800.00
70	Playground Upgrades	1	L.S.	$150,000.00	$150,000.00	$30,000.00	$180,000.00
71	In-ground Garbage Cans	2	Each	$350.00	$700.00	$140.00	$840.00
72	Landscape Park Strip	1	L.S.	$3,000.00	$3,000.00	$600.00	$3,600.00
73	Park Sign w/ Dedication Plaque	1	Each	$3,200.00	$3,200.00	$640.00	$3,840.00
	Total Estimated Project Cost						**$190,080.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Madison Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
59	Restoom Building Upgrades	1	L.S.	$45,000.00	$45,000.00	$9,000.00	$54,000.00
60	Bowery Upgrades and ADA Access	1	L.S.	$150,000.00	$150,000.00	$30,000.00	$180,000.00
61	Drinking Fountain Upgrades	1	Each	$800.00	$800.00	$160.00	$960.00
62	Pipe Creek and Fix Existing Pipe	150	L.F.	$560.00	$84,000.00	$16,800.00	$100,800.00
63	Sprinkler System	1	L.S.	$115,000.00	$115,000.00	$23,000.00	$138,000.00
64	Border Fencing	1250	L.F.	$25.00	$31,250.00	$6,250.00	$37,500.00
65	Park Lighting Upgrades	1	L.S.	$175,000.00	$175,000.00	$35,000.00	$210,000.00
66	Parking Lot Resurfacing and Upgrades	4000	S.Y.	$3.00	$12,000.00	$2,400.00	$14,400.00
67	Picnic Tables	3	Each	$500.00	$1,500.00	$300.00	$1,800.00
68	Sign	1	Each	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost						**$740,460.00**

South Ogden City Corporation
Parks Capital Improvements Plan
Cost Estimate

Description: Park Improvements

Location: Glassmann Park

Item	Description	Quantity		Unit Price	Sub-Total	Contingency	Total
53	Restoom Building Upgrades	1	L.S.	$45,000.00	$45,000.00	$9,000.00	$54,000.00
54	Handrail Replacement	1	L.S.	$15,000.00	$15,000.00	$3,000.00	$18,000.00
55	Picnic Tables	6	Each	$500.00	$3,000.00	$600.00	$3,600.00
56	In-Ground Garbage Cans	1	Each	$350.00	$350.00	$70.00	$420.00
57	Parking Lot and Walking Path Resurfacing	5400	S.Y.	$3.00	$16,200.00	$3,240.00	$19,440.00
58	Sign	1	Each	$2,500.00	$2,500.00	$500.00	$3,000.00
	Total Estimated Project Cost						**$98,460.00**

LANDMARK DESIGN INC.
South Ogden Burch Creek Park
PRELIMINARY OPINION OF PROBABLE COST
Date: May 31, 2019

Preliminary Opinion of Probable Costs - South Ogden Burch Creek Park

	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	Bid Schedule A - Base Bid						
A-1	Mobilization / Demobilization / Construction Layout	1	LS			$250,000.00	$250,000.00
A-2	Erosion Control / SWPPP	1	LS			$10,000.00	$10,000.00
A-3	Demolition - Clearing and Grubbing	1	LS			$5,000.00	$5,000.00
A-4	Demolition - Remove and Dispose of Existing Asphalt	1	LS			$5,000.00	$5,000.00
A-5	Demolition - Remove and Dispose of Existing Concrete Curb	1	LS			$500.00	$500.00
A-6	Demolition - Remove and Dispose of Existing Sidewalk	1	LS			$5,000.00	$5,000.00
A-7	Demolition - Remove and Dispose of Existing Sprinkler Valves and Valve Box	1	LS			$500.00	$500.00
A-8	Demolition - Remove and Dispose of Existing Pump House	1	LS			$1,000.00	$1,000.00
A-9	Demolition - Remove and Dispose of Existing Trees	1	LS			$1,000.00	$1,000.00
A-10	Demolition - Remove and Dispose of Existing 4' Chain Link Fence	1	LS			$750.00	$750.00
A-11	Demolition - Remove and Dispose of 3 Back Stops and Speaker Mast	1	LS			$3,000.00	$3,000.00
A-12	Traffic Control	1	LS			$10,000.00	$10,000.00
A-13	Existing Tree Protection	1	LS			$1,000.00	$1,000.00
A-14	Earthwork / Site Grading	1	LS			$30,000.00	$30,000.00
A-15	Earthwork Cut to Haul Off-Site	1	LS			$30,000.00	$30,000.00
A-16	Earthwork Fine Grading	1	LS			$7,000.00	$7,000.00
A-17	Boulder Retaining Wall	1	LS			$50,000.00	$50,000.00
A-18	Structural Fill	1	LS			$10,000.00	$10,000.00
A-19	Imported Topsoil - 6"	1	LS			$170,000.00	$170,000.00
A-20	Imported Topsoil - 12"	1	LS			$55,000.00	$55,000.00
A-21	Utility - Site Electrical Service	1	LS			$24,000.00	$24,000.00
A-22	Utility - Electrical Overhead Relocation	1	LS			$40,000.00	$40,000.00
A-23	Utility - Electrical Site Lighting	1	LS			$135,500.00	$135,500.00
A-24	Utility - Electrical Pickleball Court Lighting and Controls	1	LS			$77,000.00	$77,000.00
A-25	Utility - Electrical Pavilion Lighting	1	LS			$4,000.00	$4,000.00
A-26	Utility - Storm Drain 12" Diameter RCP Pipe	520	LF			$42.00	$21,840.00
A-27	Utility - Storm Drain 15" Diameter RCP Pipe	625	LF			$48.00	$30,000.00
A-28	Utility - Storm Drain 4" Diameter C900 PVC Drain Pipe	55	LF			$24.00	$1,320.00
A-29	Utility - Storm Drain 6" Diameter C900 PVC Drain Pipe	10	LF			$30.00	$300.00
A-30	Utility - Storm Drain Slot Drain with Clean Outs	145	LF			$125.00	$18,125.00
A-31	Utility - Storm Drain 2' x 2' Concrete Catch Basin with Grate (2' to 3' Depth)	5	EACH			$1,200.00	$6,000.00
A-32	Utility - Storm Drain 2' x 2' Concrete Catch Basin with Grate (3' to 4' Depth)	1	EACH			$1,400.00	$1,400.00
A-33	Utility - Storm Drain 2' x 2' Concrete Catch Basin with Grate (4' to 5' Depth)	3	EACH			$1,600.00	$4,800.00
A-34	Utility - Storm Drain 3' x 3' Precast Concrete Catch Basin with Traffic Rated Grate	1	EACH			$1,900.00	$1,900.00
A-35	Utility - Storm Drain Concrete 4' x 4' Inlet Outlet Structure with Canal Gate	1	EACH			$3,000.00	$3,000.00
A-36	Utility - Storm Drain 6' x 6' Concrete Combination Inlet Box with Ring and Cover with Snout	1	EACH			$5,500.00	$5,500.00
A-37	Utility - Storm Drain 5' Diameter Manhole (5'-6' Depth) with Ring and Grated Cover	1	EACH			$3,800.00	$3,800.00
A-38	Utility - Storm Drain 5' Diameter Manhole (11'-12' Depth) with Ring and Grated Cover	1	EACH			$4,400.00	$4,400.00
A-39	Utility - Sanitary Sewer 4" SDR-35 PVC Sewer Pipe	425	LF			$28.00	$11,900.00
A-40	Utility - Sanitary Sewer Clean-outs to Grade	4	EACH			$300.00	$1,200.00
A-41	Utility - Sanitary Sewer Connection to Existing Sanitary Sewer Main Line in 4500 South	1	EACH			$450.00	$450.00

LANDMARK DESIGN INC.
South Ogden Burch Creek Park
PRELIMINARY OPINION OF PROBABLE COST
Date: May 31, 2019

Preliminary Opinion of Probable Costs - South Ogden Burch Creek Park

	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A-42	Utility - Culinary Water 8" C900 PVC Waterline	375	LF			$40.00	$15,000.00
A-43	Utility - Culinary Water Transition Couplers	2	EACH			$1,200.00	$2,400.00
A-44	Utility - Culinary Water 8" Diameter 45 Degree Bend	4	EACH			$900.00	$3,600.00
A-45	Utility - Culinary Water 8" Diameter Water Valve	1	EACH			$2,800.00	$2,800.00
A-46	Utility - Culinary Water Fire Hydrant Assembly	1	EACH			$4,000.00	$4,000.00
A-47	Utility - Culinary Water 2" Diameter Poly Line with Tracer Wire and Connection to Main Line	215	LF			$25.00	$5,375.00
A-48	Utility - Culinary Water 2" Diameter Poly Service Lateral with Tracer Wire	65	LF			$25.00	$1,625.00
A-49	Utility - Culinary Water 1-1/4" Diameter Poly Service Lateral with Tracer Wire and Connection to Main Line	146	LF			$22.00	$3,212.00
A-50	Utility - Culinary Water 1" Diameter Poly Service Lateral with Tracer Wire and Two 1" Shut-off Valves	65	LF			$20.00	$1,300.00
A-51	Utility - Culinary Water 1-1/2" Water Meter w/ Meter Vault	1	EACH			$5,800.00	$5,800.00
A-52	Utility - Culinary Water 1" Water Meter with Meter Box	1	EACH			$1,000.00	$1,000.00
A-53	Utility - Culinary Waterline Abandon Existing Waterline in Place	1	LS			$1,000.00	$1,000.00
A-54	Curb and Gutter - 30"	735	LF			$35.00	$25,725.00
A-55	Asphalt Parking Lot Paving Section (2-1/2" HMA/10" UTBC)	11,550	SF			$2.50	$28,875.00
A-56	Asphalt Transitions (3" HMA/10" UTBC)	2,650	SF			$2.85	$7,552.50
A-57	Asphalt Trench Patch (3" HMA/10" UTBC)	1,725	SF			$3.00	$5,175.00
A-58	Granular Trench Backfill	1	LS			$9,000.00	$9,000.00
A-59	Concrete Sidewalk (4" Thick) over Base Course (4")	15,060	SF			$7.00	$105,420.00
A-60	Concrete Sidewalk (6" Thick) over Base Course (4")	14,635	SF			$9.00	$131,715.00
A-61	Colored Concrete Sidewalk (6" Thick) over Base Course (4")	6,515	SF			$9.20	$59,938.00
A-62	Concrete Stairs / Railings	1	LS			$22,000.00	$22,000.00
A-63	Concrete Step Seating	1	LS			$7,500.00	$7,500.00
A-64	Traffic Signs (Stop and ADA)	2	EACH			$200.00	$400.00
A-65	Park Rules Sign	1	EACH			$500.00	$500.00
A-66	Pavement Markings	1	LS			$1,000.00	$1,000.00
A-67	Concrete Edge 9" Wide x 12" Tall Playground	280	LF			$50.00	$14,000.00
A-68	Concrete Edge 12" Wide x 12" Tall Exercise	390	LF			$60.00	$23,400.00
A-69	Concrete Wall 24" Tall Exposed	145	LF			$250.00	$36,250.00
A-70	Pavilion (24x24)	1	LS			$75,000.00	$75,000.00
A-71	Picnic Shelter (16x16)	1	LS			$36,240.00	$36,240.00
A-72	Trellis Shelter (8x14)	1	LS			$30,320.00	$30,320.00
A-73	Shade Sail (12x12)	3	EACH			$25,000.00	$75,000.00
A-74	Labyrinth - Block, Edge, Geoblock	1	LS			$22,000.00	$22,000.00
A-75	Concrete Edge 12" Wide x 6" Deep	1,140	LF			$30.00	$34,200.00
A-76	Concrete Blocks	1	LS			$30,000.00	$30,000.00
A-77	Bench 6' - w/ Back	7	EACH			$1,600.00	$11,200.00
A-78	Bench 6' - w/o Back	11	EACH			$1,200.00	$13,200.00
A-79	Picnic Table 6'	4	EACH			$1,500.00	$6,000.00
A-80	Picnic Table ADA 6'	1	EACH			$1,600.00	$1,600.00
A-81	Litter Receptacle	11	EACH			$1,300.00	$14,300.00
A-82	Flagpole	1	LS			$3,000.00	$3,000.00
A-83	Bike Rack	3	EACH			$400.00	$1,200.00
A-84	Mulch - Wood Bark 3" Deep	1	LS			$3,000.00	$3,000.00
A-85	Mulch - Crushed Stone 3" Deep	1	LS			$65,000.00	$65,000.00
A-86	Mulch - Compacted Crushed Stone 3" Deep	1	LS			$3,000.00	$3,000.00
A-87	Path - Asphalt (2.5") over Base Course (10")	1	LS			$45,000.00	$45,000.00
A-88	Irrigation System	1	LS			$350,000.00	$350,000.00

LANDMARK DESIGN INC.
South Ogden Burch Creek Park
PRELIMINARY OPINION OF PROBABLE COST
Date: May 31, 2019

Preliminary Opinion of Probable Costs - South Ogden Burch Creek Park

	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A-89	Sod	1	LS			$110,000.00	$110,000.00
A-90	Repair Existing Areas - Irrigation and Landscape	1	LS			$25,000.00	$25,000.00
A-91	Tree - 2" Cal	208	EACH			$450.00	$93,600.00
A-92	Tree - 5' Tall	45	EACH			$375.00	$16,875.00
A-93	Shrub - 1 Gallon	570	EACH			$10.50	$5,985.00
A-94	Shrub - 2 Gallon	96	EACH			$22.00	$2,112.00
A-95	Shrub - 5 Gallon	479	EACH			$38.50	$18,441.50
A-96	Exercise Equipment 'A' - Bench Installation	1	EACH			$3,000.00	$3,000.00
A-97	Exercise Equipment 'B' - Push-Up Bar Installation	1	EACH			$3,000.00	$3,000.00
A-98	Exercise Equipment 'C' - Dip Bench Installation	1	EACH			$3,000.00	$3,000.00
A-99	Exercise Equipment 'D' - Pull-Up Station Installation	1	EACH			$3,000.00	$3,000.00
A-100	Exercise Equipment 'E' - Step Installation	3	EACH			$1,200.00	$3,600.00
A-101	Playground Equipment and Shade Installation	1	LS			$75,000.00	$75,000.00
A-102	Playground / Exercise Surfacing - Poured in Place Rubber	1	LS			$175,000.00	$175,000.00
A-103	Restroom - 6 Family Rooms	1	LS			$540,000.00	$540,000.00
A-104	Water Feature	1	LS			$300,000.00	$300,000.00
A-105	Pickle Ball Courts - Post-Tensioned (2 courts per slab)	4	EACH			$80,000.00	$320,000.00
A-106	Pickle Ball Courts - Shelters (8x12)	4	EACH			$25,000.00	$100,000.00
A-107	Boulder - Small	16	EACH			$200.00	$3,200.00
A-108	Boulder - Medium	5	EACH			$250.00	$1,250.00
A-109	Boulder - Large	23	EACH			$350.00	$8,050.00
A-110	Cobble - Dry Stream Bed (8" Depth)	1	LS			$1,000.00	$1,000.00
	Section Subtotal						***$4,197,121.00***
	Bid Schedule B - Alternates						
B-1	North Fields Restroom - 4 Family Rooms	1	LS			$400,000.00	$400,000.00
B-2	Play Hill Climb Linkage - Play Equipment, Surfacing, and Edge	1	LS			$460,000.00	$460,000.00
B-3	North Fields Renovation	1	LS			$850,000.00	$850,000.00
	Section Subtotal						***$1,710,000.00***
	City Direct Costs						
	Consultant Design Fees	1	LS			$80,000.00	$80,000.00
	Playground, Exercise, and Shade Equipment	1	LS			$350,000.00	$350,000.00
	Construction Material Testing	1	LS			$10,000.00	$10,000.00
	Section Subtotal						***$440,000.00***
	General with % Calculations						
	Grand Total Contingency		15.0%			$886,068.15	$886,068.15
	SUBTOTAL						**$886,068.15**
	GRAND TOTAL COST including Contingency						**$7,233,189.15**

Park Impact Fees

Parks and Open Space Impact Fee – Fully Assessed Rate	
Description	**Amount**
Single family dwelling ~~– per unit*~~	$~~768.17~~1,882.54 per unit
Multiple family dwellings ~~– per unit*~~	$~~553.50~~See formula below.

Method for calculating park impact fee for multiple family dwellings:

1) Estimate the population of the development by multiplying the number of units by a density of 2.8 people per residence
2) Divide the number of people by 3.42 to obtain ERUs
3) ERUs x $1,882.54 = Total Impact Fee

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

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

Commented [LK1]: This number represents the maximum amount the city could charge for park impact fees.

Commented [LK2]: This number may change based on the Council's direction.

Commented [LK3]: We're not sure why this appears in the old park impact fee schedule. South Ogden has no Greenbelt properties in our city.

STAFF REPORT

SUBJECT: Proposed Amendments to SOCC 10-5.1A and 10-5.1B, Allowing Temporary Outdoor Sales Lots Such as Fireworks Stands, Christmas Tree Lots, etc., In Some Subdistricts
AUTHOR: Mark Vlasic
DEPARTMENT: City Planner
DATE: June 18, 2019

BACKGROUND

One of the unintended consequences of the form based code as written is that the sale of fireworks and Christmas trees in temporary sales lots is limited to the Riverdale Road General area. In order to accommodate such uses in other parts of the city, the following discussion and recommendations are provided for consideration.

DISCUSSION

Most Utah cities and towns identify the locations and conditions under which temporary stands for the sale of such things as fireworks, Christmas trees, and produce are allowed. Farmer's markets are also sometimes included as temporary types of uses. As currently written, such uses are not specifically permitted in any of South Ogden's subdistricts, although they are a conditional use in the Riverdale Road subdistrict under the Outdoor Sales Lot classification, as defined below:

> Outdoor Sales Lot: *A use involving the sale of goods or merchandise to businesses and/or the general public, where the majority of the goods are stored or displayed outdoors. Outdoor sales lots include such uses as the sale and rental of automobiles, trucks, trailers, boats, and recreational vehicles; and the sale of building materials, landscape materials, and garden supplies. In the subdistricts where an outdoor sales lot is permitted by conditional use ("C"), the following applies:*
> *a. Includes permanent construction of a building utilizing one of the permitted building types in the subdistrict.*
> *b. Front setback and corner setback limitations indicated in the building type tables in section 10-5.1A-5 of this article do not apply to outdoor sales lots in the Riverdale Road General Subdistrict.*
> *c. Notes limiting double-loaded parking for the permitted building types in the Riverdale Road General Subdistrict do not apply to this use. (Ord. 17-11, 4-18-2017, eff. 4-18-2017)*

It should be noted that the Outdoor Sales Lot classification does not specifically address temporary sales events, and assumes that approved uses are permanent, not temporary. While the focus at present is on firework stands, Christmas tree lots, and produce stands, the planning commission may want to anticipate other potential applications, including farmer's markets.

RECOMMENDATION

Staff recommends that the zoning code be adjusted as follows:

10-5.1A-4-1:
TABLE 4.1(1)
USES BY SUBDISTRICT

Uses	Subdistricts				
	City Center "Core"	**City Center "General"**	**Riverdale Road "General"**	**40th Street "General"**	**Edge**
Residential and lodging:					
Residential	P1	P	P	P	P
Hotel and inn	P	P	P	P	P2
Group living arrangements	C	C	C	C	
Civic:					
Assembly	C	C	C	C	P2
Transit station	P	P	P	P	P2
Hospital and clinic	P1	P	P	P	
Library/museum/post office (no distribution)	P	P	P	P	C
Police and fire	C	C	C	C	C
School	P1	P	P	P	P
Retail:					
Neighborhood retail	P	P	P	P	
General retail	P	C	P		
Outdoor sales lot			C		

Service:						
	Neighborhood service	P	P	P	P	
	General service	P	C	C		
	Vehicle service		C	P2		
Office and industrial:						
	Office	P1	P	P	P	P2
	Craftsman industrial	P2	P2	P		
Infrastructure:						
	Parking lot	P2	P2	P2	P2	
	Parking structure	P2	P2	P2	P2	
	Utility and infrastructure	C	C	C	C	
	Open space	P2	P2	P2	P2	P2
Accessory uses:						
	Home occupation	P	P	P	P	P
	Parking lot	P	P	P	P	
	Parking structure	P2	P2	P2	P2	
	Outdoor storage of goods		P2	P2		
	Temporary outdoor sales lot	P	P	P	P	
Beer and liquor:						
	Class A license[1]	P		P		
	Class B license[2]	P	P	P	P	
	Class C license[3]	P	P	P	C	

10-5.1A-4-2: DEFINITION OF USES:

L. Accessory Uses: A category of uses that are not permitted to serve as the principal use on a zoning lot.

1. Home Occupation: An occupational use that is clearly subordinate to the principal use as a residence and does not require any alteration to the exterior of a building.

2. Parking Lot: An uncovered paved surface used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking lot locations are regulated by building type. Refer to section 10-5.1A-5, "Building Types", of this article.

3. Parking Structure: A structure used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking structures within the buildings are regulated per building type. Refer to section 10-5.1A-5, "Building Types", of this article. Separate structure locations are also regulated by building type, but shall also meet all of the requirements of subsection I, "Parking Structure", of this section.

4. Outdoor Storage Of Goods: Permanent outdoor storage of goods not typically housed or sold indoors, such as large scale materials and building and landscape supplies. In the subdistricts where outdoor storage of goods is permitted with development standards ("P2"), the following development standards apply:

a. Outdoor storage areas shall be located in the rear or side yard of the lot.

b. Loose materials shall not be stacked higher than six feet (6').

c. Loose materials shall at a minimum be stored in a three (3) sided shelter and shall be covered.

d. Materials shall be set back a minimum of five feet (5') from any lot line.

e. All outdoor storage areas shall be screened from view of adjacent parcels and vehicular rights-of-way using the heavy side or rear buffer; refer to section 10-5.1A-7 of this article, landscape requirements for side and rear buffer.

5. Temporary Outdoor Sales Lot: Temporary outdoor sales lots consist of the sales of goods and/or services from a trailer, mobile store or kiosk. Temporary outdoor sales lots include such things as fireworks stands, Christmas tree lots, and produce stands. They may also include larger events such as farmer's markets. Produce stands and farmer's markets are limited to local farmers/growers selling products from their own farms or gardens, crafters selling their own crafts, and food vendors. Temporary outdoor sales lots shall be regulated through business licensing and special events permits.

10-5.1B-4-1:
TABLE 4.1(1)
USES BY SUBDISTRICT

Uses	Gateway Core	Gateway General	Neighborhood Commercial	Gateway Edge
Residential and lodging:				
Residential	P1	P	P1	P
Hotel and inn	P	P	P	
Group living arrangement	C	C	C	
Civic:				
Assembly	P2	P2	P2	P2
Transit station	P	P	P	P2
Hospital and clinic	P	P	P	C
Library/museum/Post Office (no distribution)	P	P	P	C
Police and fire	C	C	C	C
School	P	P	P	P
Retail:				
Neighborhood retail	P	P	P	
General retail	P	P	P2	
Outdoor sales lot				
Service:				
Neighborhood service	P	P	P	
General service	P2	C	C	
Vehicle service	P2	C		
Office and industrial:				
Office	P	P	P2	
Craftsman industrial	P	P	P	
Infrastructure:				

	Parking lot	P2	P2	P2	
	Parking structure	P2	P2	P2	
	Utility and infrastructure	C	C	C	C
	Open space	P2	P2	P2	P2
Accessory uses:					
	Home occupation	P	P	P	C
	Parking lot	P	P	P	P
	Parking structure	P2	P2	P2	
	Outdoor storage of goods	P2	P2	P2	
	Temporary outdoor sales lot	P	P	P	
Beer and liquor:					
	Class A license[1]	P			
	Class B license[2]	P	P	P	
	Class C license[3]	P	P	P	

0-5.1B-4-2: DEFINITION OF USES:

L. Accessory Uses: A category of uses that are not permitted to serve as the principal use on a zoning lot.

1. Home Occupation: An occupational use that is clearly subordinate to the principal use as a residence and does not require any alteration to the exterior of a building.

2. Parking Lot: An uncovered paved surface used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking lot locations are regulated by building type. Refer to section 10-5.1B-5, "Building Types", of this article.

3. Parking Structure: A structure used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking structures within the buildings are regulated per building type. Refer to section 10-5.1B-5, "Building Types", of this article.

4. Outdoor Storage Of Goods: Permanent outdoor storage of goods not typically housed or sold indoors, such as large scale materials and building and landscape supplies. In the

subdistricts where outdoor storage of goods is permitted with development standards ("P2"), the following development standards apply:

a. Outdoor storage areas shall be located in the rear or side yard of the lot.

b. Loose materials shall not be stacked higher than six feet (6').

c. Loose materials shall at a minimum be stored in a three-sided shelter and shall be covered.

d. Materials shall be set back a minimum of five feet (5') from any lot line.

e. All outdoor storage areas shall be screened from view of adjacent parcels and vehicular rights-of-way using the heavy side or rear buffer, refer to section 10-5.1B-7 of this article, landscape requirements for side and rear buffer.

5. Temporary Outdoor Sales Lot: Temporary outdoor sales lots consist of the sales of goods and/or services from a trailer, mobile store or kiosk. Temporary outdoor sales lots include such things as fireworks stands, Christmas tree lots, and produce stands. They may also include larger events such as farmer's markets. Produce stands and farmer's markets are limited to local farmers/growers selling products from their own farms or gardens, crafters selling their own crafts, and food vendors. Temporary outdoor sales lots shall be regulated through business licensing and special events permits.

ORDINANCE NO. 19-08

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING CITY CODE SECTION 10-5.1B & C TO ALLOW TEMPORARY OUTDOOR SALES LOTS; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

Section 1 - **Recitals**:

WHEREAS, SOUTH OGDEN City ("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, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the South Ogden City Council finds that certain changes should be made to the recently adopted Form Based Code to provide additional clarity, and recognizing that the Form Based Code is presently in transition as the Planning Commission and City Council review various areas of the City which have the potential of directly affecting the economic and commercial well-being of the city; and

WHEREAS, the City Council finds that certain changes should be made to the Form Based Code in order more effectively manage these identified issues; and,

WHEREAS, the City Council finds that South Ogden City Code, at Title 10 and various subsections should be amended by adding new language addressing Form Based Code issues and regulations for the city; and,

WHEREAS, the City Council finds that the requirements should be effective upon passage of this Ordinance; and,

WHEREAS, the City Council finds that the 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 CITY, UTAH that the City Code be changed and amended as follows:

Amended Section:

Upon The Adoption Of This Ordinance, Title 10-5.1B & C Is, For the Sections and Subsections Listed, Amended To Read As Set Out In **Attachment "A"** And Incorporated Fully Herein By This Reference.

The foregoing recitals are incorporated herein.

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 shall not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - **Prior Ordinances and Resolutions**:

The body and substance of any 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 shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall 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 shall be effective on the 18th day of June, 2019, and after publication or posting as required by law.

DATED this 18th day of June, 2019

SOUTH OGDEN, a municipal corporation

by: _____
Mayor Russell Porter

Attested and recorded

_____
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 19-08

An Ordinance Of South Ogden City, Utah, Revising And Amending City Code Section 10-5.1B & C To Allow Temporary Outdoor Sales Lots; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

18 Jun 19

[Attachment to be provided from Planning Commission via City Recorder]

10-5.1A-4-1:
TABLE 4.1(1)
USES BY SUBDISTRICT

Uses	Subdistricts				
	City Center "Core"	**City Center "General"**	**Riverdale Road "General"**	**40th Street "General"**	**Edge**
Residential and lodging:					
Residential	P1	P	P	P	P
Hotel and inn	P	P	P	P	P2
Group living arrangements	C	C	C	C	
Civic:					
Assembly	C	C	C	C	P2
Transit station	P	P	P	P	P2
Hospital and clinic	P1	P	P	P	
Library/museum/post office (no distribution)	P	P	P	P	C
Police and fire	C	C	C	C	C
School	P1	P	P	P	P
Retail:					
Neighborhood retail	P	P	P	P	
General retail	P	C	P		
Outdoor sales lot			C		
Service:					
Neighborhood service	P	P	P	P	
General service	P	C	C		
Vehicle service		C	P2		
Office and industrial:					

	Office	P1	P	P	P	P2
	Craftsman industrial	P2	P2	P		
Infrastructure:						
	Parking lot	P2	P2	P2	P2	
	Parking structure	P2	P2	P2	P2	
	Utility and infrastructure	C	C	C	C	
	Open space	P2	P2	P2	P2	P2
Accessory uses:						
	Home occupation	P	P	P	P	P
	Parking lot	P	P	P	P	
	Parking structure	P2	P2	P2	P2	
	Outdoor storage of goods		P2	P2		
	Temporary outdoor sales lot	P	P	P	P	
Beer and liquor:						
	Class A license[1]	P		P		
	Class B license[2]	P	P	P	P	
	Class C license[3]	P	P	P	C	

10-5.1A-4-2: DEFINITION OF USES:

L. Accessory Uses: A category of uses that are not permitted to serve as the principal use on a zoning lot.

1. Home Occupation: An occupational use that is clearly subordinate to the principal use as a residence and does not require any alteration to the exterior of a building.

2. Parking Lot: An uncovered paved surface used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking lot locations are regulated by building type. Refer to section 10-5.1A-5, "Building Types", of this article.

3. Parking Structure: A structure used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking structures within the buildings are regulated per building type. Refer to section 10-5.1A-5, "Building Types", of this article. Separate structure locations are also regulated by building type, but shall also meet all of the requirements of subsection I, "Parking Structure", of this section.

4. Outdoor Storage Of Goods: Permanent outdoor storage of goods not typically housed or sold indoors, such as large scale materials and building and landscape supplies. In the subdistricts where outdoor storage of goods is permitted with development standards ("P2"), the following development standards apply:

a. Outdoor storage areas shall be located in the rear or side yard of the lot.

b. Loose materials shall not be stacked higher than six feet (6').

c. Loose materials shall at a minimum be stored in a three (3) sided shelter and shall be covered.

d. Materials shall be set back a minimum of five feet (5') from any lot line.

e. All outdoor storage areas shall be screened from view of adjacent parcels and vehicular rights-of-way using the heavy side or rear buffer; refer to section 10-5.1A-7 of this article, landscape requirements for side and rear buffer.

5. Temporary Outdoor Sales Lot: Temporary outdoor sales lots consist of the sales of goods and/or services from a trailer, mobile store or kiosk. Temporary outdoor sales lots include such things as fireworks stands, Christmas tree lots, and produce stands. They may also include larger events such as farmer's markets. Produce stands and farmer's markets are limited to local farmers/growers selling products from their own farms or gardens, crafters selling their own crafts, and food vendors. Temporary outdoor sales lots shall be regulated through business licensing and special events permits.

10-5.1B-4-1:
TABLE 4.1(1)
USES BY SUBDISTRICT

Uses	Gateway Core	Gateway General	Neighborhood Commercial	Gateway Edge
Residential and lodging:				
Residential	P1	P	P1	P
Hotel and inn	P	P	P	
Group living arrangement	C	C	C	
Civic:				
Assembly	P2	P2	P2	P2
Transit station	P	P	P	P2
Hospital and clinic	P	P	P	C
Library/museum/Post Office (no distribution)	P	P	P	C
Police and fire	C	C	C	C
School	P	P	P	P
Retail:				
Neighborhood retail	P	P	P	
General retail	P	P	P2	
Outdoor sales lot				
Service:				
Neighborhood service	P	P	P	
General service	P2	C	C	
Vehicle service	P2	C		
Office and industrial:				
Office	P	P	P2	
Craftsman industrial	P	P	P	

Infrastructure:					
	Parking lot	P2	P2	P2	
	Parking structure	P2	P2	P2	
	Utility and infrastructure	C	C	C	C
	Open space	P2	P2	P2	P2
Accessory uses:					
	Home occupation	P	P	P	C
	Parking lot	P	P	P	P
	Parking structure	P2	P2	P2	
	Outdoor storage of goods	P2	P2	P2	
	Temporary outdoor sales lot	P	P	P	
Beer and liquor:					
	Class A license[1]	P			
	Class B license[2]	P	P	P	
	Class C license[3]	P	P	P	

0-5.1B-4-2: DEFINITION OF USES:

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3. Parking Structure: A structure used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking structures within the buildings are regulated per building type. Refer to section 10-5.1B-5, "Building Types", of this article.

4. Outdoor Storage Of Goods: Permanent outdoor storage of goods not typically housed or sold indoors, such as large scale materials and building and landscape supplies. In the

subdistricts where outdoor storage of goods is permitted with development standards ("P2"), the following development standards apply:

a. Outdoor storage areas shall be located in the rear or side yard of the lot.

b. Loose materials shall not be stacked higher than six feet (6').

c. Loose materials shall at a minimum be stored in a three-sided shelter and shall be covered.

d. Materials shall be set back a minimum of five feet (5') from any lot line.

e. All outdoor storage areas shall be screened from view of adjacent parcels and vehicular rights-of-way using the heavy side or rear buffer, refer to section 10-5.1B-7 of this article, landscape requirements for side and rear buffer.

5. Temporary Outdoor Sales Lot: Temporary outdoor sales lots consist of the sales of goods and/or services from a trailer, mobile store or kiosk. Temporary outdoor sales lots include such things as fireworks stands, Christmas tree lots, and produce stands. They may also include larger events such as farmer's markets. Produce stands and farmer's markets are limited to local farmers/growers selling products from their own farms or gardens, crafters selling their own crafts, and food vendors. Temporary outdoor sales lots shall be regulated through business licensing and special events permits.

STAFF REPORT

SUBJECT: **FY 2019 Budget Amendment**
AUTHOR: **Steve Liebersbach**
DEPARTMENT: **Finance**
DATE: **6/18/2019**

RECOMMENDATION

It is the recommendation of staff that the City Council approve Resolution 19-32, Approving Amendments to the FY 2019 Budget.

BACKGROUND

The Council can approve budget amendments at any time throughout the fiscal year to modify the adopted budget to incorporate necessary changes that have come up.

ANALYSIS

This budget amendment covers some clean-up items, new revenues and corresponding expenditures and some areas where the departments have overspent certain line items.

SIGNIFICANT IMPACTS

Impacts are outlined in the budget amendment.

ATTACHMENTS

Budget amendment proposals are attached as Resolution 19-32.

RESOLUTION NO. 19-32

A RESOLUTION OF SOUTH OGDEN CITY, UTAH, AMENDING THE CITY'S 2018-2019 BUDGET BY MAKING CERTAIN CHANGES TO VARIOUS OF THE CITY'S FUNDS AND COMPENSATION PLANS; ACCOUNTING FOR REVENUE AND EXPENDITURE CHANGES; MODIFYING PRIOR CITY ORDINANCES AS NECESSARY, BY THESE ACTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I - RECITALS

WHEREAS, the City of SOUTH OGDEN City ("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; and,

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

WHEREAS, the city Council finds that certain exigencies of city governmental operations require amendments be made to the current city budget and related documents; and,

WHEREAS, the city Council finds that UC §10-6-119 provides authority for amending the City's budget as necessary; now,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH OGDEN THAT THE SOUTH OGDEN CITY BUDGET AND STAFFING DOCUMENT FOR FISCAL YEAR 2018-2019 BE, AND THE SAME HEREBY IS, AMENDED AS FOLLOWS:

SECTION II - CHANGES TO BUDGET

Those changes set out in **Attachment "A"** of the 18th day of June, 2019, attached, and incorporated as if fully set out, as those changes affect and adjust the previously authorized budgets and staffing provisions, including compensation schedules of various city departments and funds represented, ought to be, and the same are, amended, re-adopted and enacted as amendments to the fiscal year 2018-2019 Budget for South Ogden City.

The foregoing recitals are incorporated herein

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - **REPEALER OF CONFLICTING ENACTMENTS**

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

SECTION V - **SAVINGS CLAUSE**

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

SECTION VI - **DATE OF EFFECT**

This Ordinance shall be effective on 18th day of June, 2019, and after publication or posting as required by law.

DATED this 18th day of June, 2019

SOUTH OGDEN, a municipal corporation

by: _____
Russell Porter, Mayor

Attested and recorded

_____
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 19-32

A Resolution Of South Ogden City, Utah, Amending The City's 2018-2019 Budget By Making Certain Changes To Various Of The City's Funds And Compensation Plans; Accounting For Revenue And Expenditure Changes; Modifying Prior City Ordinances As Necessary, By These Actions; And Establishing An Effective Date.

18 Jun 19

[Attachment to be provided Director of Finance]

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	$1,139,079	$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			
	* Extradition reimbursements - $904			
	* JAG grant - $3,479			
10-36-601	Donations to South Ogden City	$16,704	$31,664	$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	$1,559,547	$1,584,747	$25,200
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
10-49-260	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	$60,000	$69,000	$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	$347,264	$365,264	$18,000
10-36-400	Sale of Fixed Assets	$292,629	$316,619	$23,990
10-60-310	Professional & Technical - Streets	$23,000	$28,990	$5,990
	* Parks Dept. - Jon			
10-39-150	Lease Financing - General Fund	$2,668,792	$2,418,490	($250,302)
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			

STAFF REPORT

SUBJECT: **Adopting FY 2020 Acting Budget**
AUTHOR: **Steve Liebersbach**
DEPARTMENT: **Finance**
DATE: **6/18/2019**

RECOMMENDATION

It is the recommendation of staff that the City Council approve Resolution 19-33, Adopting the FY 2020 Acting Budget.

BACKGROUND

The City is required to adopt it's final budget according to State Law by June 22nd unless there is the intention to go through the Truth-In-Taxation process which then extends that deadline until Sept. 1st. South Ogden City intends to go through Truth-In-Taxation but by adopting an Acting Budget this basically covers the time period from July 1st until the final budget is then adopted.

ANALYSIS

Staff has worked with the Mayor and Council over the past months to get to this point. More work will still need to be done, but this covers a good chunck of what is needed for FY 2020 and allows the City to have a financial guide until the final budget is approved in August sometime.

SIGNIFICANT IMPACTS

The budget covers all funds of the City that are utilized.

ATTACHMENTS

Attached you will find a copy of the proposed FY 2020 Acting Budget.

RESOLUTION NO. 19-33

A RESOLUTION OF THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH, ESTABLISHING AND ADOPTING THE ACTING BUDGET FOR FY 2019-2020; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

WHEREAS, the City of South Ogden City ("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; and,

WHEREAS, the City Council finds that in conformance with UC §10-6-111, the governing body of the City must adopt an acting budget, as part of the authorized "truth in taxation" process by the meeting of the governing body held on or before the 22nd day of June of this year; and,

WHEREAS, the City Council finds that in conformance with UC §10-6-111, the budget officer of the City has prepared for the coming fiscal year period, (FY 2019-2020) on forms provided or approved by the state auditor, a tentative budget for each fund for which a budget is required; and,

WHEREAS, the City Council finds that in conformance with UC §10-6-111, the budget officer has prepared, as required, a tentative budget of each fund which sets forth in tabular form the information and material required to be provided to the City Council; and,

WHEREAS, the City Council finds that in conformance with UC §10-6-112, the acting budget to be adopted by the City Council – with all supporting schedules and data – should be, and is declared to be, a public record which will be lodged in the office of the city recorder, available for public inspection for a period of at least 10 days prior to the adoption of a final budget; and,

WHEREAS, the City Council finds that in conformance with UC §10-6-114, the City has held a public hearing on the acting budget adopted by action of this Resolution and that all interested persons in attendance at that hearing were given an opportunity to be heard, for or against, the estimates of revenue and expenditures or any item in the tentative budget of any fund; and,

WHEREAS, the City Council finds that in conformance with UC §10-6-114, the public hearing was held at a time and place advertised as required by law, or to a place and time to which the public hearing may be adjourned; and,

WHEREAS, the City Council finds that at its regular council meeting June 18, 2019, the council fully discussed and adopted the acting budget for FY 2020; and,

WHEREAS, the City Council otherwise desires to conform its practices to the requirements of law; and,

WHEREAS, the City Council finds it is in the public interest to act consistent with the foregoing

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

The Acting Budget (**Attachment "A"**) For FY 2019-2020 For The City Of South Ogden, As Discussed At The June 18, 2019 Meeting, Is Adopted And Ratified, With All Attachments; And, Governing Body Verifies That The Essential Materials And Documentation Related To The Foregoing Acting Budget Adoption Have Been Provided To The Public.

The foregoing Recitals are fully incorporated herein.

BE IT FURTHER RESOLVED this Resolution will become effective immediately upon its passage.

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 thereof, which conflict with this Resolution, 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 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 is held or deemed or is invalid, inoperative or unenforceable for any reason, such reason will 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 will be effective on the 18th day of June, 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 18th day of June, 2019.

SOUTH OGDEN, a municipal corporation

by: _____
Russell Porter, Mayor

Attested and recorded

_____
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 19-33

A Resolution Of The City Council Of South Ogden City, Utah, Establishing And Adopting The Acting Budget For FY 2019-2020; And Providing For An Effective Date

18 Jun 19

[Attachment to be provided Director of Finance]

South Ogden City

FY 2020

Acting Budget

Adopted

June 18, 2019

Resolution – 19-33

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
GENERAL FUND					
TAX REVENUE					
10-31-100	Property Tax Collections CY	2,696,387	3,011,244	2,666,495	3,286,984
10-31-105	Prop 1 Tax Increment	257,092	254,295	206,848	269,160
10-31-200	Property Tax - Delinquent	56,635	49,600	44,045	45,391
10-31-250	Motor Vehicle & Personal Prop.	199,223	192,200	174,435	208,867
10-31-300	General Sales and Use Taxes	3,517,398	3,590,943	2,786,960	3,781,263
10-31-400	Utility Franchise Fee	247,323	173,322	159,951	363,972
10-31-500	Franchise Tax	320,769	322,280	183,865	314,600
10-31-550	Municipal Energy Use Tax	886,109	948,137	738,108	867,112
	Total TAX REVENUE:	8,180,937	8,542,021	6,960,706	9,137,349
LICENSES & PERMITS					
10-32-100	Business Licenses	130,207	126,696	122,424	119,945
10-32-160	Good Landlord Licenses	43,459	44,553	37,650	46,722
10-32-200	Building Permits	197,748	97,520	66,996	97,520
10-32-300	Animal Licenses	11,343	11,330	10,619	11,330
10-32-325	Micro-Chipping Fees	1,130	1,251	600	1,251
10-32-350	Animal Adoptions	46,011	62,683	38,675	45,060
10-32-375	Animal Shelter Fees	5,947	5,305	3,358	5,305
	Total LICENSES & PERMITS:	435,846	349,338	280,323	327,133
INTERGOVERNMENTAL REVENUE					
10-33-150	State Liquor Fund Allotment	19,595	20,183	20,094	20,496
10-33-600	State/Local Grants	28,543	1,134,074	355,132	1,040,451
10-33-900	Class "C" Road Fund Allotment	611,151	653,608	513,779	653,608
10-33-925	Resource Officer Contract	23,438	24,141	35,156	46,875
	Total INTERGOVERNMENTAL REVENUE:	682,727	1,832,006	924,161	1,761,430
RECREATION & PLANNING FEES					
10-34-200	Baseball Revenue	16,038	22,115	16,559	22,115
10-34-250	Girls Basketball	55	4,984	70-	4,984
10-34-300	Softball Fees	2,495	.00	5	.00
10-34-350	Basketball Fees	23,400	23,386	20,645	23,386
10-34-352	Comp Youth Basketball	56,860	45,495	67,635	45,495
10-34-354	Comp Adult Basketball	5,095	4,156	13,270	4,156
10-34-356	Comp Adult Volleyball	650	1,555	.00	1,555
10-34-375	Flag Football	121-	3,353	2,938	3,353
10-34-450	Volleyball Registration	716	4,851	3,297	4,851
10-34-500	Football	33,922	12,423	7,959	12,423
10-34-505	Football Apparel	5,349	4,670	3,585	4,670
10-34-550	Tennis Registration Fees	.00	1,545	.00	1,545
10-34-575	Concession Revenues	1,539	2,060	.00	2,060
10-34-600	Community Facility Rental Fees	3,675	7,004	4,025	.00
10-34-700	Plan Check Fee	55,887	34,093	25,490	34,093
10-34-725	Engineering Review Fees	3,799	1,133	1,216	1,133
10-34-726	Zoning/Subdivision Fees	2,020	644	2,145	644
10-34-750	Street Cut Fee	4,413	6,386	2,570	4,413
10-34-850	Bowery Rental	5,500	5,562	3,075	5,562
10-34-875	Sex Offender Registration Fee	450	515	400	515
10-34-900	Public Safety Reports	19,120	17,496	21,967	17,496

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
	Total RECREATION & PLANNING FEES:	240,861	203,426	196,711	194,449
FINES & FORFEITURES					
10-35-200	Fines- Regular	656,472	633,665	613,660	630,496
10-35-300	Alarm Fines/Permits	7,850	6,283	5,460	6,283
	Total FINES & FORFEITURES:	664,322	639,948	619,120	636,779
MISCELLANEOUS REVENUE					
10-36-100	Interest	77,962	61,000	129,367	125,000
10-36-105	Cash Over/Short	44-	.00	5-	.00
10-36-200	Sub 4 Santa	6	.00	.00	.00
10-36-400	Sales of Fixed Assets	.00	292,629	358,518	.00
10-36-500	75th Anniversary Sales	160	.00	.00	.00
10-36-600	560 39th Rental	3,000	3,000	2,750	.00
10-36-601	Donations to South Ogden City	11,154	16,704	31,832	.00
10-36-700	Contractual Agreement Reven	123,748	124,906	124,601	144,615
10-36-900	Misc. Revenue	67,279	24,726	68,607	24,726
10-36-950	Traffic School	325	258	200	258
	Total MISCELLANEOUS REVENUE:	283,590	523,223	715,869	294,599
CHARGE FOR SERVICE & TRANSFERS					
10-39-150	Lease Financing	.00	2,668,792	2,234,898	837,927
10-39-242	Transfer in from Sewer Fund	9,540	.00	.00	10,017
10-39-244	Transfer in from Storm Drain	13,780	.00	.00	14,469
10-39-250	Transfer in from Water Fund	49,820	.00	.00	52,311
10-39-300	Transfer In From CPF	75,243	.00	.00	800,000
10-39-350	Charge for Service - CDRA	4,675	4,350	3,993	4,350
10-39-400	Charge for Service - Water Fnd	138,732	237,084	217,327	219,779
10-39-410	Charge for Service - Sewer Fnd	182,712	256,304	234,949	248,645
10-39-420	Charge for Svc - Storm Drn Fnd	142,260	144,397	132,363	132,262
10-39-430	Charge for Service - Grbge Fnd	113,172	117,999	108,163	100,350
10-39-440	Charge for Service - Amb Fnd	67,584	65,470	60,016	68,088
10-39-700	Appropriated Fund Bal-Class C	.00	50,000	.00	50,000
10-39-800	Appropriated Fund Balance	.00	473,035	.00	968,240
	Total CHARGE FOR SERVICE & TRANSFERS:	797,518	4,017,431	2,991,709	3,506,438
	Total Revenue:	11,285,801	16,107,393	12,688,600	15,858,177
COUNCIL					
10-41-110	Salaries and Wages	119,450	121,676	111,484	123,657
10-41-130	Employee Benefits	23,856	24,477	24,853	24,901
10-41-210	Books, Subscrip.& Memberships	9,870	10,300	10,323	10,500
10-41-230	Travel & Training	6,764	6,500	8,004	6,500
10-41-240	Supplies	1,655	500	648	500
10-41-280	Telephone	375	.00	.00	.00
10-41-700	Small Equipment	1,174	2,500	.00	2,500
	Total COUNCIL:	163,145	165,953	155,311	168,558
LEGAL DEPARTMENT					
10-42-110	Salaries and Wages	63,957	72,178	59,788	74,044
10-42-130	Employee Benefits	16,757	18,074	15,995	18,528

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
10-42-210	Books, Subscriptions & Member	1,154	1,000	964	1,000
10-42-230	Travel & Training	544	500	355	500
10-42-240	Supplies	.00	500	.00	500
10-42-280	Telephone	900	900	825	900
10-42-320	Prosecutorial Fees	800	1,000	1,600	1,000
Total LEGAL DEPARTMENT:		84,113	94,152	79,527	96,472
Court Department					
10-43-110	Salaries & Wages	141,188	146,182	132,709	152,881
10-43-130	Employee Benefits	55,380	58,670	54,188	60,650
10-43-210	Books, Subscriptions, & Mbrshp	552	500	493	500
10-43-230	Travel & Training	584	1,968	1,967	1,500
10-43-240	Office Supplies	2,879	2,452	2,126	2,500
10-43-275	State Surcharge	166,915	140,000	133,979	150,000
10-43-280	Telephone	300	300	275	300
10-43-300	Public Defender Fees	20,400	16,401	16,400	15,000
10-43-305	Wasatch Constable Contract	.00	.00	.00	56,640
10-43-310	Professional & Technical	2,338	2,347	2,356	3,500
10-43-329	Computer Repairs	.00	50	50	250
10-43-330	Witness Fees	407	932	333	1,400
10-43-700	Small Equipment	299	350	443	300
10-43-750	Capital Outlay	4,190	2,745	2,745	.00
Total Court Department:		395,432	372,897	348,063	445,421
ADMINISTRATION					
10-44-110	Salaries and Wages	526,554	542,364	493,011	562,697
10-44-130	Employee Benefits	219,077	228,599	204,898	225,403
10-44-210	Books, Subscriptions & Member	3,214	4,924	4,923	4,000
10-44-230	Travel & Training	12,873	17,000	15,746	18,500
10-44-240	Office Supplies & Miscell	4,701	4,340	3,446	7,500
10-44-247	Car Allowance	6,804	6,804	6,237	6,804
10-44-248	Vehicle Maintenance	60	500	90	500
10-44-280	Telephone	5,195	4,980	4,527	4,980
10-44-300	Gas, Oil & Tires	517	750	385	750
10-44-310	Professional & Technical	4,264	9,554	9,684	16,900
10-44-329	Computer Repairs	118	.00	.00	250
10-44-600	Service Charges	35,978	36,254	36,254	41,000
10-44-649	Lease Interest/Taxes	29	.00	.00	.00
10-44-650	Lease Payments	2,731	.00	.00	.00
10-44-700	Small Equipment	88	2,354	2,353	1,500
10-44-750	Capital Outlay	.00	9,122	11,292	.00
Total ADMINISTRATION:		822,204	867,545	792,846	890,784
NON-DEPARTMENTAL					
10-49-130	Retirement Benefits	21,748	20,496	21,020	28,778
10-49-220	Public Notices	6,034	5,000	4,768	5,000
10-49-250	Unemployment	.00	2,000	245	2,000
10-49-255	Ogden Weber Chamber Fees	.00	3,000	3,000	3,000
10-49-260	Workers Compensation	137,552	121,720	124,951	130,220
10-49-290	City Postage	40,000	52,000	30,000	54,500
10-49-291	Newsletter Printing	7,618	7,500	7,285	7,500
10-49-310	Auditors	10,000	12,500	12,500	13,500
10-49-320	Professional & Technical	30,964	40,500	39,489	40,500

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
10-49-321	I/T Supplies	3,278	3,000	2,868	3,000
10-49-322	Computer Contracts	60,221	59,790	56,590	60,000
10-49-323	City-wide Telephone	6,623	5,700	5,281	5,700
10-49-324	City-wide Internet	6,327	6,360	5,973	6,360
10-49-329	Server Repairs	5,514	5,210	5,209	5,000
10-49-400	Unreserved	.00	164,253	15,000	45,000
10-49-500	City Safety/Wellness Program	6,733	12,000	6,907	12,000
10-49-510	Insurance	179,624	199,500	157,922	199,500
10-49-515	City Donations	500	4,100	4,100	4,100
10-49-520	Employee Assistance Plan	3,600	3,600	3,600	3,600
10-49-596	Holiday Dinner	.00	5,500	4,957	5,500
10-49-597	Employee Recognition Prog	5,998	10,472	10,471	10,000
10-49-598	OFFH	2,519	4,262	4,261	4,200
10-49-599	Easter Egg Hunt	1,815	2,938	2,692	3,000
10-49-600	Community Programs	1,502	6,511	7,537	4,000
10-49-601	Community Brand	.00	325	325	.00
10-49-605	Continuing Education	3,685	4,017	2,017	7,000
10-49-607	Soba	777	1,200	976	1,200
10-49-610	Government Immunity	4,380	6,500	255	6,500
10-49-620	Youth City Council	.00	2,675	.00	.00
10-49-700	Small Equipment	937	9,885	9,760	2,000
10-49-750	Capital Outlay	10,300	62,983	63,192	.00
	Total NON-DEPARTMENTAL:	558,250	845,497	613,150	672,658
ELECTIONS					
10-50-240	Supplies	16,845	.00	.00	22,000
	Total ELECTIONS:	16,845	.00	.00	22,000
BUILDING AND GROUNDS					
10-51-260	Senior Center Maint & Util	12,924	12,000	7,576	.00
10-51-262	Old City Hall Utilities	6,499	10,000	5,384	.00
10-51-263	Fire Station #82 Utilities	8,188	8,000	6,685	8,000
10-51-264	Station #82 Maintenance	1,035	2,000	4,677	2,000
10-51-265	Cleaning Contract	20,969	27,000	20,594	27,000
10-51-266	Elevator Maintenance	5,683	6,000	7,868	6,200
10-51-270	New City Hall Maintenance	36,816	30,000	25,404	60,900
10-51-275	New City Hall Utilities	98,124	70,000	62,895	73,000
10-51-280	Old City Building Repairs	1,086	.00	459	.00
10-51-750	Capital Outlay	60,081	60,081	60,081	60,081
	Total BUILDING AND GROUNDS:	251,405	225,081	201,622	237,181
PLANNING & ZONING					
10-52-120	Commission Allowance	5,725	6,300	2,900	6,300
10-52-210	Books, Subscrip, Memberships	30	250	.00	250
10-52-230	Travel & Training	53	500	.00	500
10-52-240	Commercial Form Based Zoning	4,218	5,000	9,923	5,000
10-52-310	Professional & Technical Servi	74,533	60,000	67,504	65,000
10-52-330	General Plan Revision	.00	.00	.00	80,000
	Total PLANNING & ZONING:	84,559	72,050	80,327	157,050
POLICE SERVICES					
10-55-110	Full time wages - Police	1,506,783	1,559,547	1,407,679	1,721,603

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
10-55-111	Part time wages - Police	30,744	31,845	29,363	33,546
10-55-112	Overtime wages - Police	31,510	35,000	28,754	35,000
10-55-114	Bailiff Wages	5,313	14,806	1,415	.00
10-55-115	Animal Control Wages	48,985	52,843	47,007	55,341
10-55-116	Crossing Guards	14,154	30,406	14,043	31,318
10-55-130	Benefits - DPS	997,286	1,114,543	996,549	1,131,318
10-55-131	WTC - A/C Contract	49,431	41,023	48,399	56,322
10-55-132	Liquor Funds Expenditures	17,337	52,641	38,641	34,407
10-55-150	Death Benefit Ins. - Police	2,350	2,395	2,399	2,395
10-55-210	Mbrshps, Bks & Sub - Police	6,227	6,500	5,859	6,500
10-55-230	Travel & Training - Police	14,199	15,500	12,417	15,500
10-55-240	Office Supplies - Police	4,109	6,000	3,321	6,000
10-55-245	Clothing Contract - Police	11,074	20,000	18,061	20,000
10-55-246	Special Dept Supplies - Police	9,892	14,000	13,292	14,000
10-55-247	Animal Control Costs	49,149	51,617	41,299	27,015
10-55-248	Vehicle Maintenance - Police	19,117	22,000	14,483	22,000
10-55-250	Equipment Maintenance - Police	1,103	2,000	56	2,000
10-55-280	Telephone/Internet - Police	23,432	22,500	20,006	22,500
10-55-300	Gas, Oil & Tires - Police	57,412	54,000	51,404	54,000
10-55-310	Professional & Tech - Police	10,432	20,000	12,574	20,000
10-55-323	MDT/Radio Repairs	.00	1,500	.00	1,500
10-55-329	Computer Repairs - Police	429	2,400	2,089	2,400
10-55-350	Crime Scene Investigations	33,562	32,577	32,577	33,186
10-55-400	Weber/Morgan Strike Force	16,852	17,094	17,094	17,101
10-55-450	K-9	1,402	2,000	1,929	2,000
10-55-470	Community Education - Police	627	1,000	603	1,000
10-55-649	Lease Interest/Taxes	5,389	17,453	2,453	1,256
10-55-650	Lease Payments - Police	38,975	78,320	34,160	37,836
10-55-700	Small Equipment - Police	11,298	34,000	30,822	15,060
10-55-750	Capital Outlay - Police	13,969	515,978	429,360	327,779
Total POLICE SERVICES:		3,032,540	3,871,488	3,358,108	3,749,883
FIRE PROTECTION					
10-57-110	Salaries & Wages	814,614	870,588	833,350	1,112,798
10-57-111	Part Time Wages	193,896	154,631	140,882	180,667
10-57-112	Overtime	121,882	70,743	175,126	90,850
10-57-130	Employee Benefits	341,159	409,096	423,460	479,199
10-57-210	Memberships, Books & Subscrptn	1,677	1,385	1,529	1,700
10-57-230	Travel & Training	7,431	10,727	10,578	9,000
10-57-240	Office Supplies & Expense	1,435	1,491	1,537	2,000
10-57-245	Clothing Contract	24,547	19,621	14,831	23,000
10-57-246	Special Department Supplies	11,246	10,162	6,615	17,000
10-57-250	Vehicle Maintenance	25,095	22,300	18,858	27,000
10-57-255	Other Equipment Maintenance	4,877	10,000	8,093	10,000
10-57-280	Telephone/Internet	8,609	9,289	7,734	9,289
10-57-300	Gas, Oil & Tires	13,988	12,700	12,305	8,000
10-57-310	Professional & Technical	5,629	16,870	15,177	16,870
10-57-329	Computer Repairs	.00	17	33	.00
10-57-330	Fire Prevention/ Community Edu	1,323	1,500	1,021	1,500
10-57-400	Emergency Management Planning	5,370	6,364	6,320	6,000
10-57-649	Lease Interest/Taxes	601	24,887	.00	.00
10-57-650	Lease Payments	5,193	144,086	3,354	147,354
10-57-700	Small Equipment	3,464	13,562	10,318	5,000
10-57-750	Capital Outlay	6,651	1,015,000	1,022,571	82,120

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
Total FIRE PROTECTION:		1,598,687	2,825,019	2,713,693	2,229,347
INSPECTION SERVICES					
10-58-110	Salaries and Wages	73,112	75,806	69,420	75,546
10-58-130	Employee Benefits	36,262	36,407	30,100	29,694
10-58-210	Books, Subscrip. & Memberships	1,605	1,700	427	1,700
10-58-230	Travel & Training	4,402	4,500	3,403	4,500
10-58-240	SUPPLIES	91	1,000	175	1,000
10-58-245	Clothing Allowance	269	300	.00	300
10-58-248	Vehicle Maintenance	1,147	500	207	500
10-58-280	CELLULAR PHONE	1,183	1,300	965	1,300
10-58-300	Gas, Oil & Tires	943	1,000	2,154	1,000
10-58-315	PROFESSIONAL & TECHNICAL	37,041	17,500	3,984	22,650
10-58-700	Small Equipment	.00	800	.00	.00
10-58-750	CAPITAL OUTLAY	.00	.00	.00	33,000
Total INSPECTION SERVICES:		156,055	140,813	110,836	171,190
STREETS					
10-60-110	Salaries and Wages	209,701	217,651	199,212	228,447
10-60-112	Overtime	4,566	7,000	2,610	7,000
10-60-120	Temporary Employees	.00	.00	.00	10,605
10-60-130	Employee Benefits	91,545	98,795	96,527	102,960
10-60-210	Books, Subscrip. Memberships	716	1,500	266	1,500
10-60-230	Travel & Training	3,704	5,500	2,318	5,500
10-60-240	Office Supplies & Expense	190	1,000	946	1,000
10-60-245	Clothing/Uniform/Equip. Allow.	2,971	4,500	2,648	4,800
10-60-248	Vehicle Maintenance	37,511	25,000	16,417	25,000
10-60-260	Building & Grounds Maintenance	7,037	10,000	6,017	10,000
10-60-270	Utilities	51,616	48,000	41,743	50,000
10-60-280	Telephone	2,714	3,500	1,724	3,500
10-60-300	Gas, Oil & Tires	19,989	18,000	23,971	20,000
10-60-310	Professional	13,816	23,000	8,911	23,000
10-60-329	Computer Repairs	.00	500	42	500
10-60-400	Class C Maintenance	49,128	80,000	85,306	100,000
10-60-480	Special Department Supplies	7,409	19,000	19,575	22,000
10-60-600	Siemens Streetlight Lease	40,227	41,595	41,595	43,015
10-60-649	Lease Interest/Taxes	.00	.00	222	.00
10-60-650	Lease Payments	.00	242,189	17,133	8,000
10-60-700	Small Equipment	4,358	7,000	890	7,000
10-60-725	Sidewalk Replacements	73,993	343,559	8,924	50,000
10-60-730	Street Light Maintenance	5,546	18,000	16,207	21,000
10-60-750	Capital Outlay	6,400	1,077,736	717,534	147,598
Total STREETS:		633,136	2,293,025	1,310,735	892,425
PARKS					
10-70-110	Salaries and Wages	190,367	219,552	190,718	219,274
10-70-112	Overtime	3,137	5,000	3,141	5,000
10-70-120	Temporary - Parks	4,780	20,600	3,909	27,769
10-70-130	Employee Benefits	129,355	169,937	160,573	185,535
10-70-210	Books, Subscriptions & Mbrshps	1,050	1,200	710	1,200
10-70-230	Travel & Training	1,251	5,500	1,548	5,500
10-70-240	Special Dept. Supplies - Parks	29,444	36,500	23,504	36,500
10-70-244	Office Supplies Expense	4	1,000	533	1,000

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
10-70-245	Clothing/Uniform/Equip. Allow.	2,855	4,000	1,630	7,200
10-70-248	Vehicle Maintenance	6,382	12,000	5,501	12,000
10-70-260	Building Maintenance	4,794	4,000	1,813	14,300
10-70-270	Utilities	46,274	11,000	9,407	46,000
10-70-275	Off Leash Dog Area	8,394	73,606	114,205	.00
10-70-280	Telephone/Internet	6,367	6,000	3,563	6,000
10-70-300	Gas, Oil & Tires	8,793	7,000	6,762	7,000
10-70-310	Proffesional & Technical	5,766	15,000	9,005	15,000
10-70-320	Urban Forestry Commssion	1,008	1,000	1,484	1,000
10-70-329	Computer Repairs	.00	500	.00	500
10-70-450	RAMP Grant Projects	3,367	82,122	.00	17,101
10-70-550	Parks Maintenance Projects	45,380	1,024,448	328,432	1,405,336
10-70-600	Secondary Water Fees	23,506	27,500	22,738	27,500
10-70-649	Lease Interest/Taxes	.00	.00	270	.00
10-70-650	Lease Payments	.00	75,460	19,698	.00
10-70-700	Small Equipment	3,805	5,000	1,169	5,000
10-70-750	Capital Outlay- Parks	.00	347,264	369,196	560,550
Total PARKS:		526,080	2,155,189	1,279,510	2,606,265
RECREATION					
10-71-110	Salaries & Wages	48,961	50,761	46,168	52,960
10-71-125	Temporary - Recreation	70,066	73,610	65,519	75,819
10-71-130	Employee Benefits	37,007	40,217	39,985	41,961
10-71-210	Books, Subscriptions & Mbrshps	43	5,000	538	5,000
10-71-225	Concession Expenses	733	2,000	.00	1,100
10-71-230	Travel & Training	.00	2,000	931	2,000
10-71-240	Office Supplies Expense	520	1,200	65	1,200
10-71-241	Comp League Expenses	4,874	10,000	14,465	10,000
10-71-242	Special Dept. Supplies	36,290	30,000	3,752	30,000
10-71-248	Vehicle Maintenance	70	1,000	13	1,000
10-71-250	Gym Facility Utilities/Opertns	5,647	8,000	2,610	8,000
10-71-280	Telephone/Internet	3,923	3,500	3,296	3,500
10-71-300	Gas, Oil & Tires	.00	1,000	.00	1,000
10-71-310	Professional & Technical	8,054	9,000	8,916	9,000
10-71-329	Computer Repairs	.00	500	.00	500
10-71-350	Officials Fees	26,961	22,000	23,994	22,000
10-71-700	Small Equipment	.00	4,500	.00	2,500
10-71-750	Capital Outlay	.00	.00	2,291	.00
Total RECREATION:		243,149	264,288	212,543	267,540
TRANSFERS					
10-80-160	Reserve for Fund Balance	.00	72,446	.00	540,000
10-80-169	Trans to CDRA - Hinkley	.00	.00	225,000	.00
10-80-170	Transfer Prop 1 to CPF	246,888	254,295	233,101	269,160
10-80-190	Trans Utility F/F to CPF	247,323	.00	.00	181,986
10-80-230	Trans to Capital Improv Fund	249,617	97,058	97,058	.00
10-80-235	Trans to CPF - Class 'C'	292,561	331,101	303,512	310,707
10-80-240	Transfer Class 'c' to Debt Ser	242,010	242,507	222,299	242,901
10-80-250	Transfer to Debt Service Fund	815,037	839,984	769,989	831,759
10-80-251	Transfer to Ambulance Fund	.00	27,005	.00	24,890
10-80-275	Trnfr to South Ogden Days Fund	72,781	50,000	45,837	50,000
Total TRANSFERS:		2,166,217	1,914,396	1,896,796	2,451,403

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
	Total Expenditure:	10,731,817	16,107,393	13,153,067	15,058,177
	GENERAL FUND Revenue Total:	11,285,801	16,107,393	12,688,600	15,858,177
	GENERAL FUND Expenditure Total:	10,731,817	16,107,393	13,153,067	15,058,177
	Net Total GENERAL FUND:	553,984	.00	464,467-	800,000

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
South Ogden Days Fund					
Revenue					
12-30-200	Sponsor Donations	18,126	22,000	5,200	22,000
12-30-225	Vendor Booth Rentals	16,375	26,000	11,900	26,000
12-30-250	Carnival Ticket Sales	6,588	6,000	144	6,000
12-30-260	Pickleball Registration Fees	1,220	1,500	330	1,500
12-30-270	Advertising Fees	4,820	7,000	.00	7,000
12-30-300	Fun Run Entrance Fees	2,090	1,500	490	1,500
12-30-325	Miscellaneous Sales & Fees	55	.00	1,721	.00
12-30-330	Mud Volleyball Fees	2,850	2,500	480	2,500
12-30-350	Golf Tourney Entrance Fees	7,420	4,600	3,600	4,600
12-30-400	Transfer in from General Fund	72,781	50,000	45,837	50,000
Total Revenue:		132,325	121,100	69,702	121,100
Total Revenue:		132,325	121,100	69,702	121,100
Expenditures					
12-40-112	S/O Days Overtime	11,781	12,000	.00	12,000
12-40-300	Entertainment	20,004	18,000	1,110	18,000
12-40-325	Fireworks	10,000	10,000	.00	10,000
12-40-350	Printing & Banners	10,296	7,000	3,402	7,000
12-40-375	Equipment Rentals	43,910	40,000	1,063	40,000
12-40-380	Carnival Pay-Out	3,391	3,300	.00	3,300
12-40-400	T-shirt Printing	6,964	2,400	.00	2,400
12-40-410	Awards	111	3,000	.00	3,000
12-40-425	Golf Tourney Fees	4,708	4,600	.00	4,600
12-40-475	Miscellaneous Expenses	9,333	20,800	95	20,800
Total Expenditures:		120,496	121,100	5,670	121,100
Total Expenditure:		120,496	121,100	5,670	121,100
South Ogden Days Fund Revenue Total:		132,325	121,100	69,702	121,100
South Ogden Days Fund Expenditure Total:		120,496	121,100	5,670	121,100
Net Total South Ogden Days Fund:		11,828	.00	64,032	.00

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
DEBT SERVICE FUND					
REVENUE					
31-30-150	Transfer in from Class 'c'	242,010	242,507	222,299	242,901
31-30-300	Transfer From General Fund	815,037	839,984	769,989	831,759
31-30-455	Interest Earned - Trustee Acct	4,535	1,700	4,743	2,999
31-30-800	Appropriated Fund Balance	.00	1,300	.00	.00
Total REVENUE:		1,061,582	1,085,491	997,031	1,077,659
Total Revenue:		1,061,582	1,085,491	997,031	1,077,659
EXPENDITURES					
31-40-100	Administrative & Professional	6,000	4,500	4,500	4,500
31-40-150	Bond Payment - Principal	820,000	862,000	862,000	872,000
31-40-200	Interest on Bond	235,546	218,991	218,991	201,159
Total EXPENDITURES:		1,061,546	1,085,491	1,085,491	1,077,659
Total Expenditure:		1,061,546	1,085,491	1,085,491	1,077,659
DEBT SERVICE FUND Revenue Total:		1,061,582	1,085,491	997,031	1,077,659
DEBT SERVICE FUND Expenditure Total:		1,061,546	1,085,491	1,085,491	1,077,659
Net Total DEBT SERVICE FUND:		36	.00	88,459-	.00

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
CAPITAL IMPROVEMENTS					
REVENUE					
40-30-110	Traffic Impact Fees	124,551	17,000	44,132	17,000
40-30-120	Park Impact Fees	120,505	17,000	28,873	17,000
40-30-200	Interest	609	750	10,001	3,000
40-30-205	Interest Earned - Traffic I/F	331	300	1,883	300
40-30-210	Interest Earned - Park I/Fees	1,911	300	4,912	300
40-30-300	Transfer In G/F - Prop 1	246,888	254,295	233,101	269,160
40-30-400	Transfer In From General Fund	249,617	97,058	97,058	.00
40-30-450	Trans From G/F- Class 'C' Rev	292,561	331,101	303,512	310,707
40-30-500	Transfer in Util F/F - G/F	247,323	.00	.00	181,986
40-30-600	Transfer in RIF	206,680	508,800	466,853	537,132
40-30-798	Appropriate Parks I/F F/B	.00	222,000	.00	.00
40-30-799	Appropriate Traffic I/F F/B	.00	85,300	.00	.00
40-30-800	Appropriate Fund Balance	.00	97,170	.00	.00
40-30-805	Appropriate F/B - Class 'c'	.00	361,778	.00	.00
40-30-950	Non-Operating Capital Contrbtn	5,086,910	292,172	292,172	.00
Total REVENUE:		6,577,887	2,285,024	1,482,497	1,336,585
Total Revenue:		6,577,887	2,285,024	1,482,497	1,336,585
EXPENDITURES					
40-40-126	Nature Park - Phase III	.00	319,058	308,136	.00
40-40-128	2019/2020 Road/sidewalk proj	.00	.00	.00	1,301,985
40-40-157	2018-2019 Road/Sidewalk Proj	.00	1,455,974	286,862	.00
40-40-158	2017-2018 Road/Sidewalk proj.	1,165,786	.00	.00	.00
40-40-349	40th St. Widening - grant $$$	4,604,252	345,262	432,426	.00
40-40-350	40th St. Betterments	65,662	44,080	10,440	.00
40-40-480	Transfer to General Fund	75,243	.00	.00	800,000
40-40-550	Park Impact Fee Projects	10,610	17,300	11,476	17,300
40-40-700	Traffic Impact Fee Projects	3,173	102,600	.00	17,300
40-40-850	Transfer to Retained Earnings	.00	750	.00	.00
Total EXPENDITURES:		5,924,726	2,285,024	1,049,340	2,136,585
Total Expenditure:		5,924,726	2,285,024	1,049,340	2,136,585
CAPITAL IMPROVEMENTS Revenue Total:		6,577,887	2,285,024	1,482,497	1,336,585
CAPITAL IMPROVEMENTS Expenditure Total:		5,924,726	2,285,024	1,049,340	2,136,585
Net Total CAPITAL IMPROVEMENTS:		653,160	.00	433,157	800,000-

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
WATER FUND					
REVENUE					
51-30-100	Interest	39,409	29,375	42,272	29,375
51-30-105	Interest Earned I/Fees	2,072	1,000	2,750	1,000
51-30-150	Hydrant Rentals	400-	400	200-	400
51-30-200	Water Sales	1,679,771	1,774,660	1,612,292	1,863,393
51-30-210	Connection Fees Water	1,310	1,500	550	1,500
51-30-220	Water Impact Fees	5,471	8,000	1,752	8,000
51-30-225	Late Fees	32,353	35,000	26,058	31,000
51-30-700	Contract Services	.00	3,000	.00	3,000
51-30-800	Lease Financing	.00	.00	.00	97,000
51-30-875	Transfer in from Storm Drain	.00	.00	.00	8,521
51-30-889	Appropriate Water I/F F/B	.00	124,000	.00	.00
51-30-890	Appropriation of Fund Balance	.00	494,874	.00	.00
51-30-925	Misc. Revenue	7,142	79,641	2,305	79,641
Total REVENUE:		1,767,127	2,551,450	1,687,779	2,122,830
Total Revenue:		1,767,127	2,551,450	1,687,779	2,122,830
EXPENDITURES					
51-40-110	Salaries and Wages	211,104	210,131	191,141	222,087
51-40-112	Overtime	9,937	12,000	7,440	12,000
51-40-130	Employee Benefits	126,399	88,896	86,643	92,874
51-40-140	Franchise Fee	71,114	53,240	48,369	111,803
51-40-210	Books, Subscript. & Membership	2,450	3,000	2,852	4,500
51-40-230	Travel & Training	3,914	8,000	5,772	8,000
51-40-240	Office Supplies	896	2,500	1,340	2,500
51-40-245	Clothing/Uniform/Equip. Allow.	3,124	4,500	1,928	4,800
51-40-248	Vehicle Maintenance	7,239	10,000	9,748	10,000
51-40-280	Telephone	3,156	6,000	2,965	6,000
51-40-290	Building Maintenance	261	7,500	426	7,500
51-40-300	Gas, Oil & Tires	4,747	10,000	5,135	10,000
51-40-310	Professional & Technical Servi	14,418	15,000	7,357	15,000
51-40-311	Bad Debts Expense	3,470-	.00	.00	.00
51-40-320	Blue Stake Service	2,032	2,000	1,638	2,000
51-40-329	Computer Repairs	476	500	.00	500
51-40-330	Valve Repair	17,114	25,000	19,865	35,000
51-40-400	PRV Maintenance	2,328	20,000	12,337	20,000
51-40-480	Special Department Supplies	37,770	42,000	27,652	40,000
51-40-490	Water Sample Testing	7,516	8,000	9,396	8,000
51-40-550	Weber Basin Exchange Water	244,339	261,443	207,993	261,443
51-40-560	Power and Pumping	7,266	10,000	5,153	10,000
51-40-610	h2o Tank Inspection/Maint	1,800	10,000	3,527	10,000
51-40-650	Lease Payments	.00	4,000	456	25,302
51-40-665	Paint the Tanks Repairs	.00	20,000	.00	.00
51-40-667	Radio Read Maintenance	27,605	37,500	12,461	25,000
51-40-680	Charge for Services - G/F	138,732	237,048	217,327	219,779
51-40-701	Scada Upgrade	.00	150,000	18,038	10,000
51-40-702	45th St - Monroe Blvd to end	.00	235,192	.00	.00
51-40-703	Oakwood & Crestwood & culdesac	.00	727,000	.00	.00
51-40-749	Small Equipment	.00	4,000	321	4,000
51-40-750	Capital Outlay	.00	.00	9,163	97,000
51-40-770	Water Impact Fee Projects	2,149	133,000	40,889	9,000
51-40-790	Transfer to General Fund	49,820	.00	500,000	.00

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
51-40-970	Depreciation	156,502	194,000	143,462	194,000
51-40-980	Contingency	9,714	.00	.00	644,742
Total EXPENDITURES:		1,160,451	2,551,450	1,600,795	2,122,830
Total Expenditure:		1,160,451	2,551,450	1,600,795	2,122,830
WATER FUND Revenue Total:		1,767,127	2,551,450	1,687,779	2,122,830
WATER FUND Expenditure Total:		1,160,451	2,551,450	1,600,795	2,122,830
Net Total WATER FUND:		606,676	.00	86,984	.00

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
SANITARY SEWER					
REVENUE					
52-30-100	Interest Earned	15,583	18,500	19,601	18,500
52-30-200	Sewer Sales	1,992,562	2,069,104	1,904,770	2,172,559
52-30-250	Connection Fees Sewer	700	700	300	700
52-30-890	Appropriation of Fund Balance	.00	227,275	.00	.00
52-30-925	Misc. Revenue	6,203	70,081	6,000	69,713
Total REVENUE:		2,015,048	2,385,660	1,930,671	2,261,472
Total Revenue:		2,015,048	2,385,660	1,930,671	2,261,472
EXPENDITURES					
52-40-110	Salaries and Wages	183,468	193,613	173,626	205,192
52-40-112	Overtime	13,461	12,500	4,387	12,000
52-40-130	Employee Benefits	108,669	139,786	132,960	146,289
52-40-140	Franchise Fee	91,169	62,073	57,143	130,353
52-40-210	Memberships	562	700	294	700
52-40-230	Travelinlg & Training	2,629	5,000	2,284	5,000
52-40-240	Office Supplies	1,669	5,600	947	5,600
52-40-245	Clothing/Uniform/Equip. Allow.	3,448	4,000	2,400	4,800
52-40-248	Vehicle Maintenance	2,882	5,000	584	5,000
52-40-280	Telephone	3,262	4,000	4,263	4,000
52-40-290	Building Maintenance	491	5,000	70	5,000
52-40-300	Gas, Oil & Tires	3,544	3,500	5,077	4,000
52-40-310	Professional & Technical	3,845	12,500	3,033	12,500
52-40-311	Bad Debts Expense	3,249-	.00	.00	.00
52-40-315	Sewer Lines Cleaning Service	47,378	50,000	18,341	50,000
52-40-320	Blue Stake Service	.00	800	.00	800
52-40-400	Transfer to General Fund	9,540	.00	400,000	.00
52-40-480	Maintenance Supplies	12,002	15,100	5,384	15,100
52-40-550	Central Weber Sewer Pre-Trea	11,373	11,983	11,983	13,252
52-40-610	Central Weber Sewer Fees	1,047,240	1,079,201	1,059,896	1,083,395
52-40-650	Manhole Replacement	9,890	15,000	.00	15,000
52-40-665	Video & Fix Trouble Spots	17,771	25,000	11,878	25,000
52-40-680	Charge for Services - G/F	182,712	256,304	234,949	248,645
52-40-700	Small Equipment	812	1,000	321	5,000
52-40-705	Replace 700 E/H Guy Child	3,465	350,000	.00	.00
52-40-750	Capital Outlay	.00	.00	1,145	.00
52-40-970	Depreciation	122,461	128,000	112,255	128,000
52-40-980	Sewer Contingency	7,175	.00	7,650	136,846
Total EXPENDITURES:		1,887,670	2,385,660	2,250,872	2,261,472
Total Expenditure:		1,887,670	2,385,660	2,250,872	2,261,472
SANITARY SEWER Revenue Total:		2,015,048	2,385,660	1,930,671	2,261,472
SANITARY SEWER Expenditure Total:		1,887,670	2,385,660	2,250,872	2,261,472
Net Total SANITARY SEWER:		127,378	.00	320,201-	.00

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
STORM DRAIN FUND					
REVENUE					
53-30-100	Interest	9,240	5,000	20,410	7,500
53-30-105	Interest Earned I/Fees	2,299	1,500	9,046	1,500
53-30-200	Storm Drain Revenue	981,675	1,091,584	1,014,127	1,146,163
53-30-220	Storm Drain Impact Fees	298,317	17,000	52,846	17,000
53-30-870	Lease Financing	.00	72,715	.00	.00
53-30-885	Approp. of I/Fee Fund Balance	.00	432,000	.00	.00
53-30-890	Appropriation of Fund Balance	.00	369,786	.00	.00
53-30-925	Misc. Revenue	156	.00	.00	.00
Total REVENUE:		1,291,687	1,989,585	1,096,428	1,172,163
Total Revenue:		1,291,687	1,989,585	1,096,428	1,172,163
EXPENDITURES					
53-40-110	Salaries and Wages	166,976	225,620	190,701	237,386
53-40-112	Overtime	2,667	11,000	6,215	11,000
53-40-130	Employee Benefits	97,401	148,059	120,811	134,518
53-40-140	Franchise Fee	47,244	32,748	30,424	68,769
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIP	1,645	4,000	1,980	4,000
53-40-230	Travel & Training	1,119	5,500	3,795	5,500
53-40-240	Office Supplies	567	1,500	617	1,500
53-40-245	Clothing/Uniform/Equip. Allow.	2,297	4,700	1,509	6,000
53-40-248	Vehicle Maintenance	870	6,000	1,048	6,000
53-40-280	Telephone	1,187	2,500	1,487	2,500
53-40-290	Building Maintence	2,324	5,000	28	10,000
53-40-300	Gas, Oil & Tires	4,240	6,500	9,524	6,500
53-40-310	Prof & Tech Services	23,586	21,650	2,848	21,650
53-40-311	Bad Debts Expense	28	.00	.00	.00
53-40-320	Blue Stake Serivce	.00	700	.00	700
53-40-400	System Maintenance Program	37,675	40,000	14,060	40,000
53-40-480	Special Department Supplies	3,387	6,000	3,285	6,000
53-40-649	Lease Interest/Taxes	.00	2,058	.00	.00
53-40-650	Lease Payments	.00	13,743	.00	.00
53-40-655	Transfer to Water Fund	.00	.00	.00	8,521
53-40-670	Transfer to General Fund	13,780	.00	.00	.00
53-40-680	Charge for Services - G/F	142,260	144,397	132,363	132,262
53-40-700	Small Equipment	140	1,500	.00	1,500
53-40-705	4400 S Storm Drain	.00	.00	1,173	.00
53-40-706	45th St - Monroe Blvd to end	.00	166,200	.00	.00
53-40-707	4500 S Madison - Vista (2020)	.00	150,000	.00	.00
53-40-708	Pipe Creek - Young Mazda	.00	300,000	168,259	.00
53-40-710	40th Storm Drain - Phase II	.00	494,995	20,886	.00
53-40-750	Capital Outlay	.00	72,715	75,432	.00
53-40-970	Depreciation	56,062	104,000	51,425	104,000
53-40-980	Contingency	24,157	.00	.00	345,357
53-40-981	Impact Fee Projects	4,207	18,500	3,455	18,500
Total EXPENDITURES:		633,818	1,989,585	841,325	1,172,163
Total Expenditure:		633,818	1,989,585	841,325	1,172,163
STORM DRAIN FUND Revenue Total:		1,291,687	1,989,585	1,096,428	1,172,163
STORM DRAIN FUND Expenditure Total:		633,818	1,989,585	841,325	1,172,163

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
Net Total STORM DRAIN FUND:		657,869	.00	255,103	.00

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
GARBAGE FUND					
REVENUE					
54-30-100	Interest Earned	6,782	3,500	8,179	3,500
54-30-200	Garbage Fees	638,496	636,480	609,165	668,304
54-30-205	Recycling Fees	201,945	205,555	191,353	215,832
54-30-850	Misc. Rental	920	500	2,470	1,000
54-30-885	Lease Financing	.00	.00	.00	74,300
54-30-890	Appropriate Fund Balance	.00	33,196	.00	57,761
54-30-925	Misc. Revenue	358	.00	.00	.00
Total REVENUE:		848,501	879,231	811,167	1,020,697
Total Revenue:		848,501	879,231	811,167	1,020,697
EXPENDITURES					
54-40-140	Franchise Fee	37,796	25,261	24,016	53,047
54-40-240	Office Spplies	1,314	3,500	617	3,500
54-40-248	Vehicle Maintenance	2,200	3,000	4,095	3,000
54-40-280	Telephone	44	2,300	.00	2,300
54-40-290	Building Maintenance	1,480	5,000	.00	5,000
54-40-300	Gas, Oil & Tires	1,395	3,000	2,504	3,000
54-40-310	Prof & Teach Services	238	1,000	208	1,000
54-40-311	Bad Debts Expense	1,383-	.00	.00	.00
54-40-420	Allied Waste - Contract Srvc.	432,735	444,000	346,963	468,000
54-40-425	Recycled Earth Contract	21,511	28,054	21,555	26,400
54-40-430	Tipping Fees	222,566	203,717	213,349	222,000
54-40-440	Additional Cleanups	6,025	7,400	6,170	7,400
54-40-450	Construction Materials Tipping	5,628	6,000	2,992	6,000
54-40-520	Tree Removal	10,975	15,000	2,660	15,000
54-40-615	Junk Ordinance Enforcement	2,583	7,500	.00	7,500
54-40-650	Lease Payments	.00	.00	.00	16,400
54-40-680	Charge for Services - G/F	113,172	117,999	108,163	100,350
54-40-750	Capital Outlay	.00	.00	.00	74,300
54-40-970	Depreciation	5,585	6,500	5,137	6,500
Total EXPENDITURES:		863,864	879,231	738,431	1,020,697
Total Expenditure:		863,864	879,231	738,431	1,020,697
GARBAGE FUND Revenue Total:		848,501	879,231	811,167	1,020,697
GARBAGE FUND Expenditure Total:		863,864	879,231	738,431	1,020,697
Net Total GARBAGE FUND:		15,363-	.00	72,736	.00

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
ROAD IMPROVEMENT FEE FUND					
REVENUE					
55-30-200	Road Improvement Fees	253,360	508,800	470,562	537,132
Total REVENUE:		253,360	508,800	470,562	537,132
Total Revenue:		253,360	508,800	470,562	537,132
EXPENDITURES					
55-40-311	Bad Debt Expense	1,219	.00	.00	.00
55-40-550	Transfer RIF to CPF	206,680	508,800	466,853	537,132
Total EXPENDITURES:		207,899	508,800	466,853	537,132
Total Expenditure:		207,899	508,800	466,853	537,132
ROAD IMPROVEMENT FEE FUND Revenue Total:		253,360	508,800	470,562	537,132
ROAD IMPROVEMENT FEE FUND Expenditure Total:		207,899	508,800	466,853	537,132
Net Total ROAD IMPROVEMENT FEE FUND:		45,461	.00	3,709	.00

Account Number	Account Title	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
AMBULANCE FUND					
REVENUE					
58-30-100	Interest Earned	.00	.00	17	20
58-30-201	Ambulance Fees - S/O - DPS	486,599	518,091	395,880	486,599
58-30-210	Miscellaneous Revenue	11,194	7,214	10,420	7,200
58-30-870	Transfer from General Fund	.00	27,005	.00	24,890
58-30-890	Appropriate Fund Balance	.00	121,890	.00	10,394
Total REVENUE:		497,793	674,200	406,317	529,103
Total Revenue:		497,793	674,200	406,317	529,103
EXPENDITURES					
58-40-110	Salaries and Wages	203,653	218,143	203,338	116,659
58-40-111	Part Time Wages	48,474	40,263	35,220	20,075
58-40-112	Overtime	30,471	17,686	43,782	10,095
58-40-130	Employee Benefits	90,863	103,709	105,428	82,617
58-40-210	Memberships	40	520	40	520
58-40-230	Travel & Training	1,702	1,500	1,399	1,500
58-40-240	Office Supplies	237	750	180	750
58-40-245	Uniform Allowance	3,850	3,850	2,328	3,850
58-40-248	Vehicle Maintenance	21,190	6,329	4,013	9,000
58-40-250	Equipment Maintenance	1,169	6,500	1,899	6,500
58-40-270	EMS Billing Fees	19,320	23,000	13,995	19,000
58-40-280	Telephone	109	442	466	750
58-40-300	Gas, Oil & Tires	7,635	8,300	7,986	6,500
58-40-310	Professional & Technical	48,557	52,421	52,421	48,214
58-40-312	PMA Fees	60,071	65,793	41,350	51,000
58-40-329	Computer Repairs	.00	429	429	.00
58-40-330	EMS Education	74	1,000	790	1,000
58-40-480	Special Department Supplies	535	3,095	210	3,095
58-40-490	Disposable Medical Supplies	25,536	27,000	18,619	27,000
58-40-680	Charge for Services - G/F	67,584	65,470	60,016	68,088
58-40-700	Small Equipment	749	.00	.00	.00
58-40-970	Depreciation	25,095	28,000	23,012	28,000
58-40-980	Retained Earnings	.00	.00	.00	24,890
Total EXPENDITURES:		656,914	674,200	616,921	529,103
Total Expenditure:		656,914	674,200	616,921	529,103
AMBULANCE FUND Revenue Total:		497,793	674,200	406,317	529,103
AMBULANCE FUND Expenditure Total:		656,914	674,200	616,921	529,103
Net Total AMBULANCE FUND:		159,121-	.00	210,605-	.00
Net Grand Totals:		2,481,908	.00	168,011-	.00

RESOLUTION NO. 19-34

RESOLUTION OF SOUTH OGDEN CITY RATIFYING AN AGREEMENT WITH ROCKY MOUNTAIN POWER FOR ENERGY SAVING LIGHTING INSTALLATION, RATIFYING PRIOR ACTIONS AUTHORIZED BY THE GOVERNING BODY RELATED TO THIS AGREEMENT; 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 Energy Saving needs within the city; and,

WHEREAS, the City Council finds that the city staff utilized and recommends that the city council ratify the contract with Rocky Mountain Power for the installation and completion of Energy Saving Lighting Installation; and,

WHEREAS, the City Council finds that Rocky Mountain Power has demonstrated the professional ability to provide for these services to meet the city's Energy Saving needs; and,

WHEREAS, the City Council finds that City now desires to retroactively approve these ends by ratifying all prior governing body actions and directions related to the contract with Rocky Mountain Power for providing such services as discussed herein; 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 Energy Saving Lighting Installation, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved, Ratified, And Adopted Together With Full Ratification Of All Prior Actions Taken To Approve Use Of Services From Rocky Mountain Power Prior To The Adoption Of This Resolution, If Any; 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 18th day of June, 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 18th day of June, 2019.

SOUTH OGDEN CITY

_____
Russell Porter
Mayor

ATTEST:

_____
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 19-34

Resolution Of South Ogden City Ratifying An Agreement With Rocky Mountain Power For Energy Saving Lighting Installation, Ratifying Prior Actions Authorized By The Governing Body Related To This Agreement; And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

18 Jun 19

[Attachment to be provided Director of Public Works]

wattsmart® Small Business Direct

Customer Installation Agreement

ROCKY MOUNTAIN POWER

WILLDAN
Authorized Small Business Direct Contractor

Shortened RMP ACCOUNT #			Installation Agreement #	
83865 - B		SOUTH OGDEN CITY CORPORATION	83865 - B	
Assessor	Assessment Date		Customer Phone	Survey Tool Version
Marcus Stansfield	5/30/19	3950 ADAMS AVE	801-622-2903	3.71
		SOUTH OGDEN UT, 84403	Contact Name	Contact Title
		jared.day@ucmc-usa.com	Matt Dixon	Business Manager

The installed energy saving upgrades are warrantied for 1 year for Willdan installed parts and labor. The manufacturer's warranty continues beyond this time frame.

Estimated Annual Savings	Payment Terms	
$1,215.00	Total Cost of Installed Measures:	$5,305.41
Pay Back Period (months)	Less: Program Incentive:	$3,979.06
13	Additional Work Performed:	-
Annual kWh saved	Customer Co-Pay:	$1,326.35
13,864	Customer Payment Due Upon Completion:	$1,326.35
Annual kW saved	**Authorization for Installation of Energy Saving Upgrades**	
43	Customer Name:	Matt Dixon
	Customer Signature:	Date:
	Auditor Name:	Marcus Stansfield
	Auditor Signature:	Date:

Dear Rocky Mountain Power Customer:

Thank you for your participation in the Rocky Mountain Power's wattsmart Small Business Direct (SBD) Program. This Customer Installation Agreement discloses eligibility requirements, and terms and conditions applied to your project as defined by the itemized Work Order attached. The specific replacement measures are listed on the attached Customer Work Order, hereafter referred to as the "Scope of Work."

The Customer or a representative must authorize and agree to the items below by signing this Agreement prior to Project Installation.

Eligibility Requirements and Other Terms and Conditions

1. ELIGIBILITY: Rocky Mountain Power's (RMP) wattsmart Small Business Direct (SBD) Program offers discounted project costs to qualifying RMP customers as outlined in the program requirements discussed or provided to the customer. An instant incentive is applied to the project costs and the customer is credited for the estimated energy savings (kWh) resulting from the installation of energy-efficiency measures at the location where the qualifying project is to be installed.

2. ELECTRICAL VIOLATIONS: If electrical violations (as defined by the State Electrical Code) are found within the establishment, SBD representative must inform the owner or the responsible representative of the life-safety electrical situation that exists before proceeding with the project scope. The existing violations must be corrected by the owner prior to participation in the SBD Program.

3. QUALIFYING PROJECTS AND MEASURES: Qualifying projects include replacement of eligible electric energy-efficiency measures proposed by RMP's wattsmart SBD Implementation contractor, Willdan Lighting & Electric (Willdan), based on an energy assessment of the building. Qualifying projects do not include any electric energy-efficiency measures or energy-efficiency equipment or services purchased, contracted for, or installed prior to the program start date. Customer agrees that it may be required to pay additional costs to repair any existing failing equipment (not covered by program) such as, but not limited to, light switches, lamps sockets, or other fixture components. Willdan will disclose and provide a quote and request customer approval prior to replacement of any equipment.

4. INSTALLATION AGREEMENT: By signing this Installation Agreement, the customer authorizes Willdan or its subcontractors a) to access the building's RMP energy use for the previous 12-24 months, b) to enter the building for the purposes of i) conducting an energy assessment of the building, ii) installing SBD Program measures, iii) installing any energy-efficiency measures agreed to in the "Scope of Work", iv) inspecting installed measures, and v) evaluating the performance of the installed measures.

5. PAYMENT: Customer is responsible for the balance of project costs (Customer Co-Pay) after credit of the SBD incentive. All payments are due immediately upon completion of work. A monthly late fee of $10 will be applied for past due individual project balances past 30 days of installation date. Upon receipt of full payment, the title of installed measures transfers to the Customer. Unpaid balances past 90 days will be assigned to a collections agency. Customers will be responsible for all expenses incurred, including, but not limited to collection costs, legal fees, and attorney fees for collection of this account. If a customer has multiple projects, it must pay the balance on projects as they are completed. A customer may not withhold payment on completed projects due to other projects not yet being completed.

6. CUSTOMER WORK AUTHORIZATION AND PROJECT WORK PLAN: Willdan, or its subcontracted partners, will meet with the customer to review the project Scope of Work during the pre-inspection, provide information on alternatives, discuss work process, and create a work schedule. Willdan, RMP's implementation contractor, will complete, or select and provide an approved installation subcontractor to complete the measure installation work. Willdan will schedule and/or monitor the required installation services. The Customer will be provided scheduling opportunities available during the limited installation period in their community. The Customer is expected to prep work site in advance by having the site free and clear for installation of measures. Any delays by customer in scheduling or limited access to site may impact the install schedule and may resulting in cancelation of the project. Installation dates and times will range Monday-Friday, from 7am-6pm; excluding holidays and weekends.

7. POST-INSPECTION OF WORK AND PAYMENT OF INCENTIVES: The customer shall pay the customer Co-Pay balance defined in the Scope of Work upon completion of the project's post-inspection process. It is the responsibility for the Customer to set up Purchase Orders in Advance. Willdan will conduct a post-installation inspection to ensure satisfactory project installation. Installation will commence within 30 days of execution of this agreement and all requested data.

8. CUSTOMER INFORMATION: Customer agrees that RMP may provide customer information including customer name, account number, electric consumption data and electric savings to its third-party evaluation contractor for program evaluation purposes. The evaluation contractor will keep customer information confidential. Customer information may also be provided to the State Public Service Commission. Any customer information provided to the State Public Service Commission will be aggregated with information about other customers and will not be personally identifiable.

9. TAX LIABILITY and CREDITS: Neither RMP nor Willdan will be responsible for any taxes which may be imposed on the customer as a result of measures installed under this program or as a result of the customer's receipt of any rebate. The project costs paid by this program (incentives) may have tax implications for the customer and the customer is encouraged to consult the customer's tax advisor. The customer must provide Willdan with a valid and completed IRS Form W-9. If the customer claims exemption from any tax the customer must provide appropriate documentation prior to the installation of measures. The IRS will be advised of the customer rebate on a Form 1099 if the customer receives a rebate greater than $600, unless the customer provides a Federal Tax-Exempt Form.

10. DISPUTES: RMP will have sole discretion to decide on the final resolution of any issues including but not limited to eligibility or incentives.

11. PROGRAM CHANGES: RMP and Willdan reserve the right to change, modify, or terminate this program at any time without any liability except as expressly stated herein. RMP and Willdan will honor all terms in the Scope of Work provided to customers prior to the date of any change, modification or termination of this program, provided that project installations are fully completed within the time specified in the Scope of Work.

12. PROJECT OFFER and PROGRAM EXPIRATION : This project offer will expire 5 days following the end of your community's enrollment period, which may be found on the SBD Website. This program will expire September 1, 2019, when funds are depleted, or when the program is terminated, whichever comes first.

13. POLYCHLORINATED BIPHENYL (PCBs): Any materials containing PCBs, specially, but not limited to, fluorescent light ballasts, will not be removed and replaced. It is recommended to contact the state environmental agency to understand what steps are required to safely remove and replace these materials.

14. DISCLAIMER: Neither RMP nor Willdan makes representations or warranties, expressed or implied, and do not guarantee that implementation of energy-efficiency measures or use of the equipment purchased or installed pursuant to this program will result in energy-cost savings. Accordingly, RMP recommends that all customers consider engaging qualified engineers or other qualified consultants to evaluate the risks and benefits, if any, of such implementation and use on energy consumption, cost savings, or operation of customers' facilities.

15. INSTALLATION and DISPOSAL REQUIREMENTS: All work must be in full compliance with the requirements of applicable laws, rules, and regulations of authorities having governmental and regulatory jurisdiction. Work must be by performed by participating contractors or subcontractors approved by Willdan and RMP for participation in the SBD Program. Additionally, work must be completed within 30 days of the signature date on the Installation Agreement. The applicant agrees that as a requirement of the program, the contractor or subcontractor carrying out installation of measures under this program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules, and regulation. The customer agrees not to keep existing lamps, fixtures, or other energy measures that were replaced in the program.

16. OVERALL LIABILITY: Willdan's entire liability and obligation under this agreement will not exceed the net customer cost. Under no circumstances will Willdan be liable for any special, incidental, indirect, punitive and/or consequential losses or damages of any kind or nature whatsoever (including, without limitation, for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of this agreement, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise.

This energy saving program is brought to you by Rocky Mountain Power and implemented by Willdan Energy Solutions.

Terms and Conditions

By signing the below I agree to the following:

1. The installation of the energy efficiency measures listed was completed and number of measures actually was filled in on each line.
2. All material was properly cleaned up at the job site.
3. I understand that all work identified on this work order above in the section "RMP Contribution" is paid for by Willdan. I understand that I am responsible to pay the contractor identified above for that portion of the total cost identified above in the section "Customer Pays Contractor" at the time that the installation is completed. I further understand that I may pay the subcontractor by any of the following methods: check or money order.

				Installations Complete for Energy Saving Upgrades			
Customer Paid:	No	Job Complete:	No	Field Supervisor Signature:		Date:	
				Customer Signature:		Date:	

Customer Installation Agreement-Work Order (Page 1 of 3)

Customer Installation Agreement-Work Order (Page 1 of 1)

Shortened RMP ACCOUNT #	Customer	Installation Agreement #
83865 - B	SOUTH OGDEN CITY CORPORATION	83865 - B

ENERGY SAVINGS UPGRADES								Only required if different QTY	Inspection
Location	Color Temp	Ht.	Existing Measures	Replacement Measures	QTY	Extended QTY	QTY Installed	Customer Initials	P/F
EOC Room	4000	10	FL. (4) 48" T8 lamp ISB NLO (BF: .85-.95)	4X 4000 - 10W 48" TLED/ 32W Equivalent	12	48			
Council Chambers	4000	10	FL. (4) 48" T8 lamp ISB NLO (BF: .85-.95)	4X 4000 - 10W 48" TLED/ 32W Equivalent	8	32			
Court Admin	4000	10	FL. (4) 48" T8 lamp ISB NLO (BF: .85-.95)	4X 5000 - 10W 48" TLED/ 32W Equivalent	10	40			
Court Admin Offices, Kitchen and break area	4000	10	FL. (3) 48" T8 lamp ISB NLO (BF: .85-.95)	3X 4000 - 10W 48" TLED/ 32W Equivalent	12	36			
Back court employee hallway	4000	10	FL. (3) 48" T8 lamp ISB NLO (BF: .85-.95)	3X 4000 - 10W 48" TLED/ 32W Equivalent	7	21			
City attorney office	4000	10	FL. (3) 48" T8 lamp ISB NLO (BF: .85-.95)	3X 4000 - 10W 48" TLED/ 32W Equivalent	4	12			
RR's across from city attorney office	4000	10	FL. (2) 48" T8 lamp ISB NLO (BF: .85-.95)	2X 4000 - 10W 48" TLED/ 32W Equivalent	2	4			
Storage next to city attorney office	4000	10	FL. (3) 48" T8 lamp ISB NLO (BF: .85-.95)	3X 4000 - 10W 48" TLED/ 32W Equivalent	2	6			
Firestation Bay's	4000	16	FL. (4) 48" T8 lamp ISB NLO (BF: .85-.95)	4X 5000 - 10W 48" TLED/ 32W Equivalent	24	96			

Customer Installation Agreement-Work Order (Page 2 of 3)

Customer Installation Agreement-Work Order (Page 1 of 1)

Shortened RMP ACCOUNT #	Customer	Installation Agreement #
83865 - B	SOUTH OGDEN CITY CORPORATION	83865 - B

ENERGY SAVINGS UPGRADES								Only required if different QTY	Inspection
Location	Color Temp	Ht.	Existing Measures	Replacement Measures	QTY	Extended QTY	QTY Installed	Customer Initials	P/F

Customer Installation Agreement-Work Order (Page 3 of 3)

Shortened RMP ACCOUNT #	Customer	Installation Agreement #
83865 - B	SOUTH OGDEN CITY CORPORATION	83865 - B

ENERGY SAVINGS UPGRADES								Only required if different QTY	Inspection
Location	Color Temp	Ht.	Existing Measures	Replacement Measures	QTY	Extended QTY	QTY Installed	Customer Initials	P/F

MATERIALS SUMMARY REPORT

Shortened RMP ACCOUNT #	Customer	Installation Agreement #
83865 - B	SOUTH OGDEN CITY CORPORATION	83865 - B

Assessor	Marcus Stansfield	SOUTH OGDEN CITY	Field Supervisor	

Replacement Measures	Lamp Code	QTY	Ballasts Needed	QTY	Kits Needed	QTY
4000 - 10W 48" TLED/ 32W Equivalent	473990	159	ICN-4P32-N	54		
			ICN-3P32-N	25		
5000 - 10W 48" TLED/ 32W Equivalent	474007	136	ICN-2P32-N	2		

Lift Needed	Wire Work Needed
Yes	No

Notes				
Assessor				
Installer	I certify that I have been issued the parts listed above and am responsible for installing or returning these parts.	Signature	Printed Name	Date
Field Supervisor				

STAFF REPORT

SUBJECT: Interlocal Agreement with Riverdale for Fire/EMS Services
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: June 18, 2019

RECOMMENDATION

City Staff is recommending that the Mayor and City Council approve the Interlocal Agreement with Riverdale for Fire and EMS services.

BACKGROUND

The Fire Departments for both South Ogden and Riverdale have been working on ways to improve service for each respective city by thinking outside the box and working together. This process has taken over two years and has experienced multiple hurdles to overcome. The interlocal agreement includes an increase in the level of service for both South Ogden and Riverdale with a minimal impact to the budgets by allowing both departments to move resources from station to station.

ANALYSIS

Currently, South Ogden and Riverdale are both struggling with adequate personnel staffing on a daily basis. With this agreement, South Ogden and Riverdale will be able to provide a safer environment for the personnel of each department. This agreement will ultimately improve safety to both communities.

SIGNIFICANT IMPACTS

This agreement will impact South Ogden's budget and will be paying roughly $50,000 for a part time position that covers 08:00 - 20:00.

ATTACHMENTS

Interlocal Agreement with Riverdale for Fire/EMS Services

RESOLUTION NO. 19-35

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN SOUTH OGDEN CITY AND RIVERDALE CITY DEALING WITH THE PROVISION OF COOPERATIVE FIRE SERVICES; AUTHORIZING THE CITY MANAGER TO SIGN SUCH AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

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

WHEREAS, in conformance with Utah Code ("UC") §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., Utah Code 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another for joint or cooperative action under the Act; and,

WHEREAS, in conformance with UC §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, in conformance with UC §11-13-1, the City may sign Interlocal Cooperation Agreements; and,

WHEREAS Riverdale City and South Ogden City have agreed to contract to cooperatively resolve matters related to provision of Cooperative Fire Services that will be beneficial to each other (the "Agreement"); and,

WHEREAS, the City Council finds that signing and supporting the Agreement is in the best interest of the citizens of South Ogden City and a necessary condition to the effective administration of ongoing City services; and,

WHEREAS, the City Council finds it will be beneficial to the City to enter a contractual relationship with Riverdale City for the provision of these mutually beneficial services; and,

WHEREAS, such agreements require the signature of an authorized official of the City; and,

WHEREAS, the City Manager of South Ogden is the chief administrative officer and representative of the City;

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

The City Council of South Ogden City, State of Utah, authorizes entry into an agreement with Riverdale City for the provision of Cooperative Fire Services that will be beneficial to each other and certain other services as set out in that document "**Interlocal Agreement Between The City Of Riverdale And South Ogden City To Strengthen And Enhance Fire/Ems And Rescue Services**" (said Agreement attached as "*Attachment A*" and incorporated by this reference, and authorizes the City Manager to sign any contracts, agreements, or other documents necessary to consummate said agreement; and, authorizes the City Recorder to sign any documents as required attesting to the Manager having been duly authorized to sign such arrangements for the City.

The foregoing recitals are fully incorporated herein.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 2 - 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 3 - PRIOR RESOLUTIONS:

The body and substance of any prior Resolutions, with their specific 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 reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution and 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 18th day of June, 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 18th day of June, 2019.

SOUTH OGDEN CITY

_____
Russell Porter
Mayor

ATTEST:

_____
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 19-35

A Resolution Approving And Authorizing The Execution Of An Agreement Between South Ogden City And Riverdale City Dealing With The Provision Of Cooperative Fire Services; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

18 Jun 19

[Attachment to be provided City Manager]

INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVERDALE AND SOUTH OGDEN CITY TO STRENGTHEN AND ENHANCE FIRE/EMS AND RESCUE SERVICES

THIS INTERLOCAL AGREEMENT (the "Agreement") made and entered into this _____ day of _____, 2019, pursuant to UCA 10-13-2, Interlocal Cooperation Act, by and between the CITY OF RIVERDALE a municipal corporation organized and existing under the laws of the State of Utah (hereinafter "Riverdale") and SOUTH OGDEN CITY, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter "South Ogden"). In this Agreement, Riverdale City and South Ogden City are hereinafter also collectively referred to as the "Cities".

R E C I T A L S:

Whereas, Riverdale and South Ogden currently provide fire, Emergency Medical Services (EMS) and emergency rescue services, including ambulance transport within their respective jurisdictional boundaries; and,

Whereas, the Cities desire and propose to share a common boundary of fire and emergency medical services. As such, the Cities are authorized under the provisions of Utah Code Annotated Title 11, Chapter 13 Utah Code for Interlocal Cooperation Act, Public Agencies Joint Exercise of Powers to work with each other to establish and to enhance fire protection, education, suppression, emergency preparedness, and emergency medical care services for the citizens within their joined or shared boundaries. The purpose of this agreement is to set out terms of such service. The Cities desire to improve the service within their respective boundaries and believe this Interlocal Agreement will be most efficiently furnished by establishing services on a joint use basis in the manner herein afforded; and,

Whereas, the Cities have cooperated historically in the delivery of Fire and rescue services, EMS, and Medical Transport Services for many years; and,

Whereas, the Cities have engaged in a cooperative evaluation of a trial Interlocal Agreement for said services not to exceed one year from the date of this agreement and have determined that the joint use of services will contribute to enhanced levels of service for the same or lower costs; and,

Whereas, the Cities desire to formalize a 1-year trial service enhancement with a formal review via this Interlocal agreement to provide for the delivery of Fire, EMS and to continue the identified service enhancements which include:

a. Increasing the daily personnel staffing at the South Ogden station #81;
b. Addition of staffed ambulance to Cities;
c. Improved medical response for second and third-in ambulance(s);
d. Improving medical and fire response times to northeastern and eastern Riverdale City boundary area(s);
e. Consideration of joint fire inspection and prevention programs for the Cities;
f. Continued fire and EMS response within auto-aid system of Weber County;
g. Joint personnel improvement with retention and recruitment, personnel development, specialized training, call variation and promotion of fire and medical personnel;
h. Disaster and large scale response improvement; and,

Whereas, Riverdale City and South Ogden City are interested in an agreement to enhance and deliver more efficient Fire and EMS service response; and,

Whereas, the Cities believe that the delivery of Fire, EMS, and Medical Transport Services will allow them to more efficiently and effectively plan the future delivery of Fire, EMS, and Medical Transport Services to both communities.

NOW, THERFORE, in consideration of the promises, the mutual covenants and undertakings of the Cities, the receipt and sufficiency of which are hereby acknowledged, and in compliance with and pursuant to the provisions of the Utah Interlocal Cooperation Act, the Cities hereby agree as follows:

Agreement:

1. Riverdale City and South Ogden City hereby agree to utilize a 24-hour part-time firefighter shift from Riverdale to be housed at South Ogden City Station #81. This shift to be staffed thru Riverdale City Fire personnel.
2. The Cities agree to create a new 12-hour part-time shift to be jointly staffed by respective and available firefighter personnel pool(s) to be housed at the Riverdale Fire Station #41. Cost of this part-time position to be divided 20% to Riverdale and remaining 80% of cost to South Ogden City and invoiced annually by Riverdale City. The cost is based on the average wage of personnel filling said position which equitably allocates the cost of the service. The formula shall be recomputed based on changes in payroll from time to time as agreed by the Cities.
3. South Ogden City will operate with five fire fighter personnel from Station #81 at all times.
4. Riverdale City will operate a minimum of three fire-fighter personnel from 8:00 hours to 20:00 hours. The 12-hour part-time shift position will be used to cover Riverdale City during the high call volume hours.
5. The Cities agree to manage and coordinate dispatch of "closest" response unit to the emergency call or need as presented by dispatch to point of location. The boundary areas of nearest responding unit and areas of service to be determined by the respective Fire Chiefs serving the Cities and coordinated thru Weber County Dispatch.
6. Emergency Medical Services of the Cities shall provide professional ambulance transport services within the joined service area of the respective Cities. Revenues generated from the call(s) shall be retained by the City providing the transport service irrespective of the call location, EMS service provider, or point of service.
7. The Cities shall provide fire response and fire prevention within the geographic area of the two Cities and beyond the particular area if requested by Utah Wildland Fire Service or pursuant to existing Mutual Aid Agreement(s) or other agreements as now constituted.

8. The Cities shall work conjunctively to provide other miscellaneous Fire, EMS and licensed services. These may include: Fire cause determination, Fire inspection of occupancies, Medical transporting, Public education, Fire prevention, and Heavy-rescue services.
9. Personnel, supplies, and equipment necessary to administratively support the Fire/EMS service delivery may be administered jointly such as command staff, human resources, communications, financial services, media or public information services, and dispatch records.
10. Training of personnel, supplies, and equipment to support adequate training as determined by the respective City Fire Chiefs shall mutually benefit the development of Fire/EMS services. Training opportunities shall be managed to the benefit of the Riverdale and South Ogden Fire department personnel.
11. Personnel shall remain under their respective compensation and benefits administered thru policies currently in place for the corresponding employer or hiring authority.
12. This agreement shall be reviewed by Riverdale City and South Ogden City elected officials in conjunction with input and oversight of the City's Fire Chief(s) and City Administrative staff one-year from the date of implementation of this agreement. The review shall be used to determine whether the mutual benefits contemplated by the creation of this Agreement are being met to warrant the continuation of this Agreement or, if the Agreement may warrant certain amendments/revisions or if either party determines it would prefer termination of this Agreement.
13. Indemnification. The Cities are governmental entities under the "Utah Governmental Immunity Act" (Utah Code Ann. 63-G-7-101, et seq.) (the "Immunity Act"). Consistent with the terms of the Immunity Act as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The Cities do not waive any defenses otherwise available under the Immunity Act, nor does either City waive any limits of Liability currently provided by the Immunity Act. Each City shall

indemnify and hold harmless each respective City (including their respective elected and appointed officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the fire/rescue or EMS services provided, or to be provided, by each respective City or party to this agreement. Similarly, each City shall defend, indemnify, save, and hold harmless the other City from and against any and all demands, liabilities, clams, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and costs of suit) relating to or arising from the actions or failure to act of the City, except to the extent where such demands, claims, actions or proceedings may result from the negligence or misconduct of their respective elected or appointed officers or employees.

14. Term. This agreement is effective for one year upon execution, and can be terminated upon written notice 60-days prior to the end of the fiscal year (June 30th) of any year. Said termination may be from either City.
15. The Cities shall comply with all applicable state, federal and local laws in carrying out the terms of this agreement.
16. No modification or amendment to this Agreement shall be valid unless evidenced in writing and properly agreed to, signed, by both Cities.
17. This Agreement is and shall be deemed jointly drafted and written by both Cities and shall not be construed or interpreted against the City originating or preparing it.
18. This Agreement shall be interpreted in accordance with the laws of the State of Utah in effect on the date of execution of this Agreement.
19. This Agreement shall be submitted to the authorized attorneys for each of the Cities for approval in accordance with Utah Code Ann. 11-13-202.

IN WITNESS WHEREOF, each of the Cities, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder.

SOUTH OGDEN CITY

_____

Mayor Russell L. Porter

ATTEST:

_____

South Ogden City Recorder

RIVERDALE CITY

_____

Mayor Norm Searle

ATTEST:

_____

Riverdale City Recorder

Approved to Form:

_____

South Ogden City Attorney

Approved to Form:

_____

Riverdale City Attorney

RESOLUTION NO. 19-36

RESOLUTION OF SOUTH OGDEN CITY AUTHORIZING AMENDMENT OF THE AGREEMENT PRESENTLY EXISTING BETWEEN THE CITY AND THE CITY MANAGER BY EXTENDING THE TERM OF EMPLOYMENT FOR A THIRTY-SIX MONTH PERIOD; AUTHORIZING THE MAYOR TO SIGN THE RESOLUTION OF AMENDMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I - RECITALS

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 UCA § 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 has previously entered into an employment agreement with the City Manager; and,

WHEREAS the City Council now desires to amend that agreement by extending the term and duration; and,

WHEREAS, the City 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 II - CONTRACT AMENDMENTS:

1. That the employment agreement existing between the City and the City Manager is amended to extend the term of that employment for a thirty-six month period to run from the 1st day of July, 2019.

2. That the Mayor may sign any documents necessary to effect this amendment.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason 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 18th day of June, 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 18th day of June, 2019.

SOUTH OGDEN CITY

_____
Russell Porter
Mayor

ATTEST:

_____
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 19-36

Resolution Of South Ogden City Authorizing Amendment Of The Agreement Presently Existing Between The City And The City Manager By Extending The Term Of Employment For A Thirty-Six Month Period; Authorizing The Mayor To Sign The Resolution Of Amendment On Behalf Of The City; And, Providing For An Effective Date.

18 Jun 19

[Attachment to be provided City Manager]

AGREEMENT

THIS AGREEMENT made and entered into shall be and effective as of the 1st day of July, 2019, by and between **SOUTH OGDEN CITY**, STATE OF UTAH, Municipal Corporation of Utah, called "The City", and **MATTHEW J. DIXON**, called "Manager".

WITNESSETH

WHEREAS, the City desires to continue the employment of Matthew J. Dixon as City Manager of South Ogden City as provided by Ordinance No. 875; and,

WHEREAS, it is the desire of the City Council of South Ogden City as the governing body of the City, called "Council", to provide certain benefits and establish certain conditions of employment; and,

WHEREAS, it is the desire of the Council to:

(1) Secure and retain the services of the Manager and to provide inducement for him to remain in such employment,

(2) To make possible full work productivity by assuring the Manager's morale and peace of mind regarding future security; and,

(3) To Provide a just means for terminating the Manager's services when he might be unable, fully, to discharge his duties or when the City may otherwise desire to terminate his employment, and

WHEREAS, the Manager desires to accept employment as City Manager of said City,

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

SECTION 1. DUTIES. The City agrees to employ MATTHEW J. DIXON as City Manager ("Manager") of said City, to perform the functions and duties specified in said Ordinance No. 875, and to perform other legally permissible and proper duties and functions as the Council has assigned and may, from time to time assign. The Manager shall serve as chief administrative officer of the City and shall oversee the day to day operations of all City departments. The Manager shall advise the Mayor and Council on matters of policy, procedure and business affecting the City.

SECTION 2. TERM. The term of employment under this agreement shall be for a period, of thirty-six (36) months said term to run from July 1, 2019 through June 30, 2022. Absent any subsequent modification by the parties to the contrary, the term of this agreement will be determined by subsequent negotiation of the

parties. Otherwise, this Agreement may be terminated as set out at Section 4, below.

SECTION 3. PERFORMANCE EVALUATION. The Mayor and Council shall, at least annually, review and evaluate the performance of the Manager based on goals and objectives developed in writing and presented to and agreed upon by the Manager. Said review and evaluation shall be conducted under criteria developed jointly by the City and the Manager as set out, and as may otherwise be agreed, in writing, by the parties. The governing body shall provide the Manager with an adequate opportunity to read, review, and discuss his evaluation with the Council.

SECTION 4. TERMINATION AND SEVERANCE PAY. The Governing Body of the City may at its pleasure, and by majority vote, remove the Manager from office. Except in removal for proven malfeasance in office, the Council shall cause the Manager, upon his removal, to be paid any unpaid balance of his salary due to the date of his removal together with his salary and benefits at the same rate for the next six calendar months following the date of his removal or as otherwise provided below.

The amount of aggregate salary and benefits payable at termination as defined in this Section shall increase by one (1) month for each year of service rendered by the Manager, after completion of the third (3rd) year of employment with the city, to a maximum of twelve (12) months aggregate salary and benefits, including applicable contributions to URS and 401(k), including up to 50% of accrued sick leave not to exceed 480 hours, payable at termination.

Anything to the contrary notwithstanding, the Manager shall give the city not less than 30 days advance notice in the case of his resignation.

SECTION 5. DISABILITY TERMINATION. If the Manager is permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or other reasons for a period of three successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, the City shall, consistent with the then applicable provisions of federal and state law (by way of example but not limitation, the Americans with Disabilities Act and/or any similar state statutes) have the option, but not the obligation, to terminate this Agreement, subject to the severance requirements set out above.

SECTION 6. SALARY. The City agrees to pay the Manager for his services an annual base salary of $128,197 and as it may, from time to time, be adjusted by the Governing Body, which salary shall be payable in installments at the same time as other employees of the City are paid.

While the Manager is employed by the City, the parties, by mutual consent, may change the base salary or any other provision of this

Agreement and the City may, when deemed appropriate by the Mayor and Council, compensate the Manager above the terms of this Agreement for extraordinary and/or special services rendered.

SECTION 7. FRINGE BENEFITS. All provisions of the City's Personnel Policies and all other lawful rules and regulations relating to vacation, sick leave, retirement, pension system contributions, holidays, health and life insurance, executive leave, and other fringe benefits and working conditions as they now exist or may be amended or adopted, shall also apply to the Manager as they would to employees of the City including, but not limited to, the following:

(a) Allowance For Use of Private Automobile. City will pay to Manager an automobile allowance per month as presently constituted, for use of the Manager's private automobile as presently provided. This amount shall be additional to, and to be included with Manager's annual salary

(b) Vacation. Manager shall be credited 200 hours of vacation leave annually or as otherwise provided to all other department heads.

(c) Sick Leave. The Manager shall accrue sick leave annually as otherwise provided to all other department heads as though manager had 10 years of tenure.

(d) 401(k) Salary Match. The City agrees it will provide a "dollar for dollar match" into the then active and applicable 401(k) plan of the Manager up to an amount not to exceed three percent (3%) of Manager's total annual salary.

(e) Phone Allowance. The manager shall be paid a telephone allowance of $150 per month under the same terms and conditions as other department heads receiving a telephone allowance.

Notwithstanding any provisions of this section or this Agreement to the contrary, nothing in the City's Personnel Policies or any other lawful rules or regulations of the City shall modify or change the Manager's professional status or standing under the Fair Labor Standards Act, or similar legislation or rule.

SECTION 8. PROFESSIONAL STATUS. The manager is an educated and trained professional and consistent with the requirements of the position of City Manager, his working hours will vary. The Manager must devote much time outside of normal office hours attending the business of the City and, to that end, the Manager shall be allowed to schedule his time as he deems appropriate to accommodate the varying demands of such job-required activities as evening meetings, council meetings, legislative lobbying activities, and necessary weekend and holiday work.

SECTION 9. DUES AND SUBSCRIPTIONS. The City agrees to budget and pay for the professional dues and subscriptions of the Manager as the City may deem appropriate for his continuation and full participation in associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of the City.

SECTION 10. PROFESSIONAL DEVELOPMENT AND GENERAL EXPENSES. The City agrees, as it deems appropriate, to budget and pay for the costs of travel, lodging, miscellaneous and subsistence expenses of the Manager for professional and official travel. In addition to the foregoing, Manager is authorized to receive advance pay or reimbursement, at his discretion, for travel, lodging and subsistence expenses in order for a family member to accompany him on not more than one professional development trip per year within the continental United States.

SECTION 11. OUTSIDE EMPLOYMENT. Manager agrees to devote the time and attention necessary to perform his duties in a satisfactory manner and shall not, during the term of this Agreement, seek or perform outside consulting work without the express written approval of the Mayor.

SECTION 12. INDEMNIFICATION. The City shall defend, save harmless, and indemnify Manager against any tort, professional liability claim, or other legal action or claim arising out of an alleged act or omission in performing the Manager's duties as City Manager. The City shall provide necessary insurance to cover the Manager, including errors and omissions coverage as may reasonably be required to give full effect to this indemnification covenant.

SECTION 13. BONDING. The City shall pay the cost of a fidelity bond or other bonds required of the Manager as may those requirements may be established by applicable law or as may deemed advisable by the Manager or the City to obtain to protect the parties hereto.

SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The Council, in consultation with the Manager may fix any such other terms and conditions of employment as it may, from time to time, determine; provided such terms and conditions are not in conflict with the City Manager Ordinance or state or other applicable law.

No Reduction of Benefits. The City shall not during the term of the Agreement reduce the salary, compensation, or other financial benefits of the Manager, except to the degree of such a reduction across-the-board for all employees of the City.

SECTION 15. NOTICES. Notices under this Agreement shall be given by deposit in the U.S. Mail, postage prepaid, and certified, return receipt requested, addressed as follows:

The City:

South Ogden City Mayor and Council
3950 South Adams Ave.
South Ogden, Utah 84403

and

The Manager:

Matthew J. Dixon
2008 N. 3900 W.
Plain City, Utah 84404

SECTION 16. ENTIRE AGREEMENT. The terms as set out constitute the entire agreement between the parties and any changes hereto shall be reduced to writing and agreed upon by both parties. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, and assigns of the parties. This Agreement shall become effective immediately upon signing by both parties and the terms shall be effective as of July 1, 2019.

If any provision or portion of this Agreement is or becomes invalid or unenforceable, then the remainder of the Agreement or portion shall be deemed severable and shall not be affected and remain in full force and effect.

IN WITNESS WHEREOF, SOUTH OGDEN CITY has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder, and the Manager has signed and executed this Agreement, both in duplicate the day and year first above written.

DATED this 18th day of June, 2019

SOUTH OGDEN, a municipal corporation

by: _____
Russ Porter, Mayor

Attest:

_____
Leesa Kapetanov, CMC
City Recorder

DATED this 18th day of June, 2019

_____

Matthew J. Dixon, City Manager

STAFF REPORT

SUBJECT: Defining Drive-Thrus
AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: June 18, 2019

RECOMMENDATION

Staff recommends the proposed changes to the code concerning drive-thrus be adopted.

BACKGROUND

A business wanting a drive-thru contacted the city about a space that was part of a building that had several businesses in it, but the space they were interested in had been vacant for many years; it also had a drive-thru. The building was in a part of the city where the form based code did not allow drive-thrus. Staff informed the business they could use the building, but not the drive-thru, since it had been abandoned for more than a year. The business appealed the decision to the hearing officer, who ruled in favor of the business. Although Mr. Bradshaw can explain this better, it came down to the fact that the code did not define a drive-thru as a use, so the city could not defend its position to not allow it.
Mr. Bradshaw advised staff to change the code, adding a definition of a drive-thru as a use.

ANALYSIS

The reason that drive-thrus are not allowed in the City Center General and City Center Core Subdistricts is so these areas can develop into pedestrian friendly urban gathering places. Drive-thrus inherently attract car traffic rather than foot traffic, and so they are counter-productive to what the form based code is trying to achieve.

SIGNIFICANT IMPACTS

The code will be more defensible as it slowly transforms our city to what the Council has envisioned for it.

ATTACHMENTS

None

10-5.1A-4-1

TABLE 4.1(1)
USES BY SUBDISTRICT

Key:	
P	Permitted
P1	Permitted in upper stories only
P2	Permitted with development standards
C	Requires a conditional use permit
Blank	Not permitted

Uses	Subdistricts				
	City Center "Core"	**City Center "General"**	**Riverdale Road "General"**	**40th Street "General"**	**Edge**
Residential and lodging:					
Residential	P1	P	P	P	P
Hotel and inn	P	P	P	P	P2
Group living arrangements	C	C	C	C	
Civic:					
Assembly	C	C	C	C	P2
Transit station	P	P	P	P	P2
Hospital and clinic	P1	P	P	P	
Library/museum/post office (no distribution)	P	P	P	P	C
Police and fire	C	C	C	C	C
School	P1	P	P	P	P
Retail:					

	Neighborhood retail	P	P	P	P	
	General retail	P	C	P		
	Outdoor sales lot			C		
Service:						
	Neighborhood service	P	P	P	P	
	General service	P	C	C		
	Vehicle service		C	P2		
Office and industrial:						
	Office	P1	P	P	P	P2
	Craftsman industrial	P2	P2	P		
Infrastructure:						
	Parking lot	P2	P2	P2	P2	
	Parking structure	P2	P2	P2	P2	
	Utility and infrastructure	C	C	C	C	
	Open space	P2	P2	P2	P2	P2
Accessory uses:						
	Drive-thru			P2		
	Home occupation	P	P	P	P	P
	Parking lot	P	P	P	P	
	Parking structure	P2	P2	P2	P2	
	Outdoor storage of goods		P2	P2		
Beer and liquor:						
	Class A license[1]	P		P		
	Class B license[2]	P	P	P	P	
	Class C license[3]	P	P	P	C	

10-5.1A-4-2: DEFINITION OF USES

L. Accessory Uses: A category of uses that are not permitted to serve as the principal use on a zoning lot.

1. Drive-Thru: A use that allows customers to receive services or goods through a window while remaining stationary in their motor vehicles. A drive-thru does not include pumps at a gas station, or any other type of pick-up service (e.g. groceries or lumber) where the driver is required to leave the vehicle or where the services and goods are delivered by other means than through a window. Refer to section 10-5.1A-5-11, for required drive-thru development standards.
2. Home Occupation: An occupational use that is clearly subordinate to the principal use as a residence and does not require any alteration to the exterior of a building.
3. Parking Lot: An uncovered paved surface used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking lot locations are regulated by building type. Refer to section 10-5.1A-5, "Building Types", of this article.
4. Parking Structure: A structure used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking structures within the buildings are regulated per building type. Refer to section 10-5.1A-5, "Building Types", of this article. Separate structure locations are also regulated by building type, but shall also meet all of the requirements of subsection I, "Parking Structure", of this section.
5. Outdoor Storage Of Goods: Permanent outdoor storage of goods not typically housed or sold indoors, such as large scale materials and building and landscape supplies. In the subdistricts where outdoor storage of goods is permitted with development standards ("P2"), the following development standards apply:

    a. Outdoor storage areas shall be located in the rear or side yard of the lot.

    b. Loose materials shall not be stacked higher than six feet (6').

    c. Loose materials shall at a minimum be stored in a three (3) sided shelter and shall be covered.

    d. Materials shall be set back a minimum of five feet (5') from any lot line.

    e. All outdoor storage areas shall be screened from view of adjacent parcels and vehicular rights-of-way using the heavy side or rear buffer; refer to section 10-5.1A-7 of this article, landscape requirements for side and rear buffer.

10-5.1B-4-1

TABLE 4.1(1)
USES BY SUBDISTRICT

Key:	
P	Permitted
P1	Permitted in upper stories only
P2	Permitted with development standards
C	Requires a conditional use permit
Blank	Not permitted

Uses	Gateway Core	Gateway General	Neighborhood Commercial	Gateway Edge
Residential and lodging:				
Residential	P1	P	P1	P
Hotel and inn	P	P	P	
Group living arrangement	C	C	C	
Civic:				
Assembly	P2	P2	P2	P2
Transit station	P	P	P	P2
Hospital and clinic	P	P	P	C
Library/museum/Post Office (no distribution)	P	P	P	C
Police and fire	C	C	C	C
School	P	P	P	P
Retail:				
Neighborhood retail	P	P	P	
General retail	P	P	P2	

	Outdoor sales lot				
Service:					
	Neighborhood service	P	P	P	
	General service	P2	C	C	
	Vehicle service	P2	C		
Office and industrial:					
	Office	P	P	P2	
	Craftsman industrial	P	P	P	
Infrastructure:					
	Parking lot	P2	P2	P2	
	Parking structure	P2	P2	P2	
	Utility and infrastructure	C	C	C	C
	Open space	P2	P2	P2	P2
Accessory uses:					
	Drive-thru	P2	P2	P2	
	Home occupation	P	P	P	C
	Parking lot	P	P	P	P
	Parking structure	P2	P2	P2	
	Outdoor storage of goods	P2	P2	P2	
Beer and liquor:					
	Class A license[1]	P			
	Class B license[2]	P	P	P	
	Class C license[3]	P	P	P	

10-5.1B-4-2: DEFINITION OF USES

L. Accessory Uses: A category of uses that are not permitted to serve as the principal use on a zoning lot.

1. Drive-Thru: A use that allows customers to receive services or goods through a window while remaining stationary in their motor vehicles. A drive-thru does not include pumps at a gas station, or any other type of pick-up service (e.g. groceries or lumber) where the driver is required to leave the vehicle or where the services and goods are delivered by other means than through a window. Refer to section 10-5.1A-5-11, for required drive-thru development standards.
2. Home Occupation: An occupational use that is clearly subordinate to the principal use as a residence and does not require any alteration to the exterior of a building.
3. Parking Lot: An uncovered paved surface used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking lot locations are regulated by building type. Refer to section 10-5.1B-5, "Building Types", of this article.
4. Parking Structure: A structure used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot. Parking structures within the buildings are regulated per building type. Refer to section 10-5.1B-5, "Building Types", of this article.
5. Outdoor Storage Of Goods: Permanent outdoor storage of goods not typically housed or sold indoors, such as large scale materials and building and landscape supplies. In the subdistricts where outdoor storage of goods is permitted with development standards ("P2"), the following development standards apply:

    a. Outdoor storage areas shall be located in the rear or side yard of the lot.

    b. Loose materials shall not be stacked higher than six feet (6').

    c. Loose materials shall at a minimum be stored in a three-sided shelter and shall be covered.

    d. Materials shall be set back a minimum of five feet (5') from any lot line.

    e. All outdoor storage areas shall be screened from view of adjacent parcels and vehicular rights-of-way using the heavy side or rear buffer, refer to section 10-5.1B-7 of this article, landscape requirements for side and rear buffer.

NOTICE AND AGENDA

SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

TUESDAY, JUNE 18, 2019 – 6:00 P.M.

Notice is hereby given that the South Ogden City Community Development and Renewal Agency Board will hold a meeting on, Tuesday, June 18, 2019 beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the board may be joining the meeting electronically.

I. CALL TO ORDER – Chairman Russell Porter

II. CONSENT AGENDA

Re-approval of May 7, 2019 CDRA Minutes

III. PUBLIC HEARING

To Receive and Consider Comments on:

A. Proposed FY2020 CDRA Budget

B. Proposed Amendments to the FY2019 Budget

IV. DISCUSSION/ACTION ITEMS

A. Consideration of **CDRA Resolution 19-08** – Approving the CDRA FY2020 Budget

B. Consideration of **CDRA Resolution 19-09** – Amending the CDRA FY2019 Budget

C. Consideration of **CDRA Resolution 19-10** – Approving the Option Agreement with Madison Development Partners for Property Located at 651 40th Street

V. ADJOURN

Posted to the State of Utah Website June 13, 2019

The undersigned, duly appointed Board Secretary, 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 June 13, 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.

MINUTES OF THE SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

TUESDAY, MAY 7, 2019 – 6:00 P.M.

COUNCIL CHAMBERS, CITY HALL

Not Approved

BOARD MEMBERS PRESENT

Chair Russell Porter, Board Members Sallee Orr, Brent Strate, Adam Hensley, Susan Stewart, and Mike Howard

STAFF MEMBERS PRESENT

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

CITIZENS PRESENT

Terry Tillett, Kim McKinley, Aaron Leach, Paul Droubury, Sky Hazelhurst, Kelley Allred, Joyce Hartman, Craig Hanni, Vicki Wight, Trent Nelson, Wesley Stewart

Note: The time stamps indicated in blue correspond to the audio recording of this meeting which can be found at this link: http://www.southogdencity.com/document_center/Sound%20Files/CC190507_1702R.mp3 or requested from the office of the South Ogden City Recorder.

Motion from council meeting to enter CDRA Board Meeting:

01:20:10

Council Member Howard moved to recess into a CDRA meeting, followed by a second from Council Member Strate. The voice vote was unanimous in favor of the motion.

I. CALL TO ORDER

Chair Russell Porter called the meeting to order at 7:23 pm and moved to the consent agenda.

City Manager Dixon explains the process for approving the Development Agreement that was inadvertently left off the agenda.

01:20:25

II. CONSENT AGENDA

A. Approval of April 16, 2019 CDRA Minutes

B. Set Date for Public Hearings (June 18, 2019 at 6 pm or as soon as the agenda permits) to Receive and Consider Comments on the Following Items:

1. Amendments to the FY2019 CDRA Budget
2. FY2020 Proposed CDRA Budget

- The chair called for a motion to approve the minutes 01:24:48

Board Member Orr so moved. The motion was seconded by Board Member Strate. Board Members Orr, Strate, Hensley, Stewart, and Howard all voted aye.

III. DISCUSSION/ACTION ITEMS

A. Consideration of **CDRA Resolution 19-06** - Approving a Purchase Agreement with Heinrich Properties for Community Center Subdivision (Old City Hall/Senior Center properties)

• Staff overview	01:25:29	Mr. Dixon gave a copy of the development agreement to the Board. See Attachment A.
• Board discussion	01:32:57	Board Member Orr requested a written copy of her comments be included in the minutes. See Attachment B.
• Motion	01:57:37	

Board Member Orr moved to not approve the purchase or development agreement for the Community Center Subdivision at this time. Board Member Stewart seconded the motion. The chair asked if there was further comments. Board Member Orr stated she felt she had been misled in bringing this item back to the agenda and wanted to make sure she could take back its reconsideration since she had only received an old estimate for the cost of relocating recreation to City Hall. She felt they should not get rid of the Senior Center when it could house recreation. Board Member Hensley gave an opposing point of view. After Board Member Orr spoke again, Board Member Strate called the question:

Board Member Orr -	**Yes**
Board Member Strate -	**No**
Board Member Hensley -	**No**
Board Member Stewart -	**Yes**
Board Member Howard -	**No**

The motion was defeated.

Not Approved

Chair Porter entertained a motion to approve CDRA Resolution 19-06.

Board Member Strate so moved, followed by a second from Board Member Howard. The mayor asked if there was further comment. Board Member Orr said she wanted it stated in the record that she felt she had been misled; that it had been up to her to bring this back to be voted on because it had to be someone on the prevailing side to put it back on the agenda. She agreed to bring it back feeling she had the option to not bring it back if she felt her conditions had not been met. Board Member Strate said he wanted it on the record that everyone, including the Planning Commission, had worked together to alleviate the impacts to the neighborhood. He felt it all was done in good faith and with the intent to bring everyone together. City Manager Dixon apologized that Board Member Orr felt there was any attempt to mislead or manipulate her to put something back on the agenda. He said he felt they had met her conditions in good faith. The question they had put to her was if she was willing to put the agreement back on the agenda rather than make the developer start the whole process again, taking six weeks to come back with the same agreement they were considering that evening.

Mr. Dixon then asked if some language could be added to the motion, as advised by the City Attorney. The language should include that the CDRA makes notice of the fact that the development agreement had been reviewed and that the Board make a strong recommendation to the Council that the agreement be approved subject to finalization by the city manager and attorney if there were some minor tweaks to be made, and that it be allowed to move forward to be ratified in the next council meeting.

Board Member Strate amended his previous motion, stating he moved to adopt CDRA Resolution 19-06 making a recommendation to the City Council that they approve the development and purchase agreements, allowing the city manager and attorney to make minor modifications, and that the decision be ratified at the next council meeting. Board Member Howard seconded the amended motion. The mayor called the vote:

Board Member Howard-	**Yes**
Board Member Stewart-	**No**
Board Member Hensley -	**Yes**
Board Member Strate -	**No**
Board Member Orr -	**Yes**

The motion stood.

IV. ADJOURN

Chair Porter called for a motion to adjourn the CDRA Board meeting and reconvene as the South Ogden City Council. 02:20:33

Board Member Hensley moved to close the CDRA Board meeting and reconvene as the City Council, followed by a second from Board Member Strate. All present voted aye.

The meeting adjourned at 8:24 pm.

Not Approved

Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community Development and Renewal Agency Board Meeting held Tuesday, May 7, 2019.

Leesa Kapetanov, City Recorder

Date Approved by the Board

ATTACHMENT A

Development Agreement

Not Approved

When recorded, return to:

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

Parcel Numbers:
05-103-0001
05-103-0002
05-103-0003
05-103-0004

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("DA") is made and entered as of the ___ of ___ _____, 2019, by and among South Ogden City, a political subdivision of the State of Utah (the "City"), and Heinrich Properties LP., a California limited partnership (the "Developer").

RECITALS

A. The capitalized terms used in these Recitals 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 Two-Family Residential (R-2) zoning designation as set forth in Title 10, Chapter 7, Article B within the South Ogden City Code, as amended by Ordinance 16-03, 01-05-2016, eff. 01-05-2016.

D. The Parties desire that the Project Property be developed in a unified and consistent fashion under the 40th Street General Subdistrict within the South Ogden City Form Based Code 10-5.1A, with the exception that permitted Residential uses only will be allowed.

E. Development of the Project Property as a high-density residential apartment complex under this DA is acknowledged by the Council and Parties to ~~be consistent with~~ follow LUDMA and generally the 40th Street 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 under 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 R-2 Zoning Regulations will not apply in the development of the Project Property but instead the permitted uses allowed will be those within the 40th Street General Zoning (Residential uses only)~~ and the additional following exceptions:~~

~~(i) The required minimum parking spaces will be reduced to 1.7 spaces per dwelling unit.~~

~~(ii) Parking spaces immediately to the South (north side of 39th Street) will be used in parking requirement calculations.~~

~~K.~~

L. The Parties agree that ~~in order~~ to minimize the impact that the Project has on the neighboring R-2 zone, the requirements under 10-5.1A-7-5 will also apply.

Commented [MD1]: Edge would work as well with the following differences:
1) Deeper front setbacks & larger side and rear
2) Wider units (22')
3) 3.5 stories instead of 3

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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:

TERMS

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.

ii. "Buildout" means the completion of ~~all of~~ the development on the entire Project Property under this DA.

iii. "City" means South Ogden City, a political subdivision of the State of Utah.

iv. "City Code" means the South Ogden City Code, as amended.

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 Heinrich Properties LP, ~~a~~ California limited partnership, and its 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 40th Street 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. "Participation Agreement" means an agreement between the South Ogden City Community Development and Renewal Agency and Developer regarding contribution of Agency funds to Developer for the Project.

xiv. "Parties" mean the City and Developer. Each may be referred to individually as a "Party."

xv. "Phase" means the development of a portion of the Project at a point in a logical sequence as determined by Developer.

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, Phases, and ~~all of~~ the other aspects approved as part of this DA.

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xviii. "Project Property" means approximately 3.18 acres of land subject to a Real Estate Purchase Contract with Developer located in the City, more particularly described in Exhibit "B" attached hereto.

xix. "Site Plan" 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 ~~contained~~ 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~~ by ~~April~~ May 15, 2019.

b. Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City's Staff Review Committee.

c. Developer pays $_____ to City ~~for the development of~~ for developing public park amenities in the 40th Street Park. Developer recognizes the City's desire to improve the park and, as a result, Developer will need fewer park-type amenities within the Project - since Developer's tenants will directly benefit from the park improvements.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the 40th St. 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 6 months 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 except as it may be modified by agreement of the Parties.

4. Development of the Project.

a. Project Development. Development of the Project shall be under the permitted residential uses of the 40th Street General Subdistrict to include: development of multi-family residential uses and ~~accessary~~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. Multiple two-story and three-story residential ~~apartment buildings~~townhomes, with a maximum of 4980 ~~residential~~ townhome units in the Project.

ii. The Project shall follow the aesthetic guidelines outlined in Sec. 10-5.1A-11 and 10-5.1A-5-4 attached as Exhibit "C."

iii. The Project will be of a townhome nature meaning that no single dwelling unit shall exist above or below a separate dwelling unit.

iv. Each townhome unit will have an enclosed garage and a driveway to allow off-street parking.

~~ii.~~v. The Project shall be designed and constructed in a manner consistent with and shall not substantially deviate from the Conceptual Site Plan and architectural renderings attached to the DA (Exhibit A).

b. Adoption of Project Standards. The Parties understand and acknowledge that the 40th Street General Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards.

c. Project Standards Exceptions. The following exceptions to the 40th Street General Subdistrict and applicable Building Type standards will apply to this DA:

d. Phased Development / Timing of Development. The Parties agree that the project may be developed in phases. The Parties acknowledge that the efficient and economic development of the Project may be contingent and dependent upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors. The City agrees that Developer shall have a reasonable level of flexibility for timing (with the exception of Section 6), sequencing, and phasing of the project.

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 fees. The Parties further acknowledge that the Project may be benefited by a Participation Agreement, but that the successful negotiation of a Participation Agreement is not a condition to performance of Developer's obligations under this DA.

5. Vested Rights and Reserved Legislative Powers.

Commented [MD2]: Regardless of the zone (40th or Edge), this still restricts the developer

Commented [MD3]: If there aren't any exception this paragraph can be deleted.

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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 40th Street General Subdistrict (residential uses only) 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 40th Street 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 ~~as set forth above~~ must meet the compelling, countervailing public interest standard in Utah Code Ann. §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 ~~five (5)~~three (3) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

7. Term of Agreement. The term of this DA shall be until _____ _____, 20___. 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 ~~necessary~~ 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 "upsize" any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City ~~makes arrangements~~ arranges to compensate Developer for the reasonable costs of such upsizing ~~on or before~~ by the date on which such infrastructure is installed by Developer. For example, if an upsize 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 ~~hereto~~ 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 ~~the following addresses~~these addresses:

To Developer:

Heinrich Properties LP
320 N 10th St.
Sacramento, CA 95811

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 Parties.

12. Assignment and Transfer of Development.

a. Assignment. Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion therefor, without the prior written consent of the City, which consent shall not be unreasonably 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 13 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 the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 13. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer 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 Developer resulting in Developer and its 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 its permitted successor in interest, to perform 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 Developer both holds an ownership stake of more than 50 percent and over which the owner of 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 Paul Droubay. 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 the development of~~ 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 Second Judicial District, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. The Parties waive their right 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) PENALITIES, OR (III) SPECIAL, PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

21. Entire Agreement. This DA and all ~~Exhibits hereto~~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 ~~that~~ they have the ~~necessary~~ 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 _____ _____, 201__.

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)

Heinrich Properties LP

By: _____
Its: _____

State of California)
§
County of Sacramento)

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



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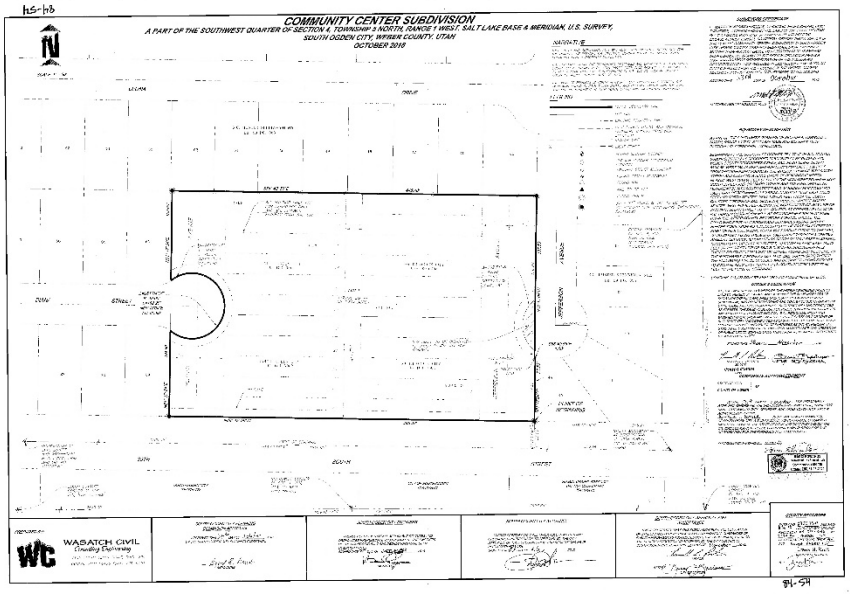






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Exhibit "B"
Project Property Description
Legal Description



Not Approved

ATTACHMENT B

Board Member Orr's Written Comments

Not Approved

It is well known that I feel to surplus a 20-year-old community building (the South Ogden Senior) is the wrong decision for the City of South Ogden. I respectfully ask members of the South Ogden Council to reconsider the vote to rid the city of both the old city offices and the old senior center. After reviewing South Ogden City's current General Plan, it is obvious to me that 10 years ago the city of South Ogden felt that having "a civic core around the existing City Hall and offices" would be important.

One goal in the General Plan was to establish an area of the city that will serve as the city center. The General Plan says, "The blocks surrounding City Hall may be an ideal place to create a community center in South Ogden- a walkable, pedestrian-friendly destination. Therefore, we have looked closely at the nature of these blocks in this older part of the city." I cannot stress enough the importance of community. To remove a potential community center, gathering place, recreation or arts center is against the views of the previous council and the General Plan development team.

I realize that housing is an important issue in Utah. But, to provide housing at such a great cost to the wellbeing and the sense of a civic pride of South Ogden degrades our city. The general plan suggested keeping the entire property to develop a community "center". We may not be able to afford to create a nice city center that is a destination and connects the community as suggested in our General Plan. But, we certainly could keep the senior center property to have a small feeling of community engagement and sell the old city building. We need a city center. We need a sense of place. We need a civic core in South Ogden City. We need to invest in this area of South Ogden City.

Please review the following excerpts about Old Town found in our current General Plan. Old Town is considered the area around City Hall. In the 2007 Community survey this area was considered the "heart" or "town center" of South Ogden. It was important then and it is still important for the community to have a sense of place and to be connected to the community.

" **Recommended Direction/Actions-Old Town, City Center and Washington Boulevard**
The following descriptions provide the vision, recommended approaches, and features for the three areas of the downtown improvement plan. These recommendations should be considered in conjunction with the location-specific details included in the Transportation and

Redevelopment section of this chapter and the Economic elements which are discussed in greater depth in the next chapter.

Old Town
The Old Town concept builds upon the existing street structure, historical development patterns of the street and blocks, and the small-scale residential flavor currently found around City Hall. Improvement efforts should be carefully implemented, utilizing the best of what is there, and carefully fitting new, mixed residential into existing patterns. For example, existing homes along the civic core of 39th and 40th Streets and around the City Hall/City Park complex should be encouraged to incrementally transform into small-scale businesses, helping to create and strengthen the small-scale and comfortable feel of the area.

Efforts in Old Town should strive to convert this area into South Ogden's "Main Street," an area that is unique to South Ogden.
The area surrounding City Hall should be converted into an "urban village" through the inclusion of a

Land Use & Neighborhood Design November 5, 2007 2-30

new plaza and retrofitting the existing park to support community activities and events will help support a local, community feel. The civic plaza will also link City Hall with the commercial uses of the area and to the commercial corridor along Washington Boulevard. As discussed in Concept #2, residential uses in the surrounding neighborhoods are envisioned to slowly redevelop or be upgraded.

Streetscape improvements should occur throughout the greater downtown area, helping to make the district a showpiece with great curb appeal. The streets are envisioned to become green and linear "oases", where residents, workers and visitors are encouraged to linger on their way from place to place. Shortcuts and pathways are encouraged throughout the area as a way of linking downtown with surrounding neighborhoods and special uses.

A Place to Start-Old Town Center Concept

A question in the July 2007 community survey asked residents of South Ogden to identify the area which best describes the "heart" or "town center" of South Ogden. The top responses to this question revealed that the majority of respondents believe that the City Hall area and the area between 36th and 40th along Washington Boulevard is South Ogden's city center. (See Appendix A, for details.)

The Old Town Center Concept seeks to redevelop the area around City Hall into a civic center which is small in scale and has a comfortable feel. Implementing this portion of the Downtown Improvement Concept will also demonstrate the importance of having a place within the city where the community can gather for events and activities. If successfully implemented, the project could encourage a renewed interest and support for the remaining areas of the Downtown Improvement Concept, and may also encourage residential improvements in the R-2 zone areas of downtown. Such improvements would be a step toward responding to community concerns and goals for the area.

Figure 2-11 offers design recommendations which should be considered as more specific plans for redevelopment of the Old Town area are developed. These recommendations have the potential to transform South Ogden's downtown area into an inviting destination and ensure that visitors will want to stop and visit as they pass through the community.

Design Recommendations

As detailed below, specific design recommendations are proposed to meet the guiding principle and goals established for this plan.

Goal 1: Make South Ogden City distinct and identifiable from surrounding municipalities

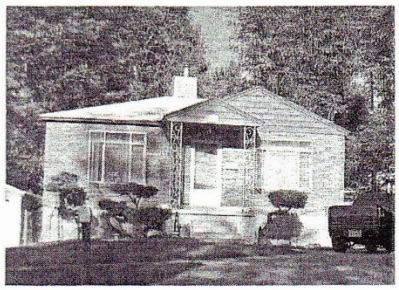
Goal 2: Create a distinct city center or "heart of the community"

Implementing design elements and features which are small in scale and appropriate for residential areas will create a people-friendly civic center which is attractive and accessible to resident s of the community and which shows investment in the larger community. This can be accomplished if redevelopment efforts :

- *Break up parking and place behind buildings. .*
- *Create pedestrian-friendly, walkable streets*

Goal 3: Facilitate the careful integration of new development and redevelopment in existing neighborhoods

Facilitating small-scale development which is respectful of existing patterns and structures can significantly improve the overall appearance of the area. In order to this, redevelopment of this area should:

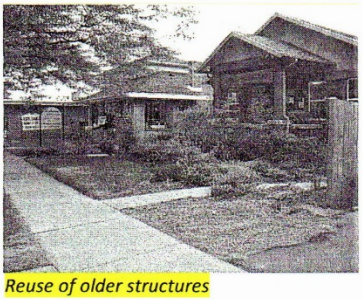


Red brick home, north of City Hall

- *Protect good housing.* Residential areas that are uniform and in good standing, such as the block of red brick homes to the north of city hall, should be kept in place. Preserving such structures can help provide a feeling of stability amidst change as other less attractive structures and areas are redeveloped.

- . *Respect existing neighborhood context.* Redevelopment should be sensitively designed and located, particularly when adding parking and other elements associated with commercial uses into residential areas. Appropriate placement of uses and the provision of aesthetically-appealing buffers are particularly important when introducing new land uses next to one another.

- *Reuse existing buildings where possible .* Retrofitting, rather than replacing, older structures provides a feeling of stability and familiarity within an area during a time of transition.



Reuse of older structures

- *Ensure new buildings match the scale of existing surroundings.* When existing structures cannot be retrofitted or transformed, new buildings should match the scale of remaining structures and patterns of the overall area.



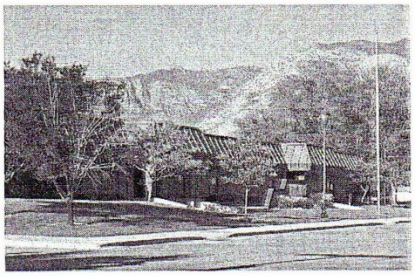
A newer building that matches scale of surrounding neighborhood

Goal 4: Create places for the community to gather and events to draw residents to these places

Providing places which support community gatherings shows city support and fosters a sense of community

pride. The following measures will help initiate a civic core around the existing City Hall and offices:

- *Add a new civic plaza to support community-building and cultural activities.* Locating a civic plaza across the street from the City Hall will extend the presence and express the importance of civic functions into the greater area of Old Town. It will also provide more space that can be utilized for larger community events.
- *Connect existing park to existing civic buildings and new plaza.* The addition of a strong network of pathways between the civic buildings, plaza, and park will make use of existing spaces for larger events, as well as includes spaces which are more flexible and can support a greater variety of functions.
  Pathways also make the area more physically and visually accessible to users of all abilities.
- *Maintain the civic function of old city offices.* Maintaining the existing uses in the building to the north of the park facilitates the feeling of a civic core and also increases the feasibility of closing off streets for special functions/celebrations ."



It could be argued that this plan is ten years old and no longer of value. But, looking at the community-wide-issues from 2008, I believe we still have many of those same issues. I believe that many of the following issues are in our current strategic plan.

"Community-wide Issues

- Lack of distinction from neighboring cities
- Lack of gateway or entry into the city
- Need to make South Ogden a stopping place/destination rather than a thoroughfare
- No clear "heart of the community" or city center/"main street"
- Need a clearly marked and safe pedestrian crossing across Washington Boulevard (downtown/Bonneville High School)
- Streets need to be beautified- landscaping, weed cleanup, etc.-along the sides of South Ogden streets
- Need a community recreation center
- Need a good bike trail system that connects residents to Weber State, in particular
- Need larger, community parks/programs/arts events
- Need improved recreational activities and opportunities (parks in neighborhoods, with soccer fields, etc.)
- Need places, events, and opportunities to gather as a community
- Multi-family housing needs to be more carefully integrated into established neighborhoods"

Thank you,

Sallee Orr

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STAFF REPORT

SUBJECT: **Adopting FY 2020 CDRA Budget**
AUTHOR: **Steve Liebersbach**
DEPARTMENT: **Finance**
DATE: **6/18/2019**

RECOMMENDATION

It is the recommendation of staff that the City Council approve Resolution 19-08, Adopting the FY 2020 CDRA Budget.

BACKGROUND

The CDRA is a separate entity when it comes to budgeting and is not impacted by the Truth-In-Taxation process so can be approved now.

ANALYSIS

Staff has worked on this budget accordingly. Due to all of the activity that is happening within the various project areas it is difficult to incorporate all of the "what ifs" that exist and may need to be amended more frequently going into the future.

SIGNIFICANT IMPACTS

The budget covers various project areas the City is working on.

ATTACHMENTS

Attached you will find a copy of the proposed FY 2020 CDRA Budget.

RESOLUTION NO. 19-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, UTAH, ADOPTING THE BUDGET FOR FY 2019-2020; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE BOARD RECORDER.

SECTION 1 - RECITALS

WHEREAS, under the Uniform Procedures act, Utah Code ("UC")§10-6-101, et. seq., as amended, and UC §17A-2-1216, the Board Administrator of the Board of Directors of the South Ogden City Community Development and Renewal Agency, ("Administrator" or "Board Administrator") submitted to the Board of Directors of South Ogden City Community Development and Renewal Agency the proposed Operating Budget; and other required fund budgets and schedules and his budget message, all for the fiscal year of July 1, 2019 to June 30, 2020, as required by the statutes; and,

WHEREAS, the said proposed or tentative budget and all supporting schedules were received by the Board of Directors during a regular Board of Directors meeting during May, 2019, the required public hearing thereon was initially fixed to be held during the regularly scheduled Board of Directors meeting of June, 2019. Those proposed budgets were, over ten (10) days prior to the public hearing, deposited with the Board Recorder as a public record where they have remained until this date; and,

WHEREAS, UC §10-6-118, as amended, requires that before the 22nd day of June each year, or September 1st, with a budget enacting a property tax increase under UC §59-2-919 through §59-2-923, the Board of Directors shall by resolution or ordinance, adopt a budget for the ensuing fiscal year for each fund for which a budget is required; and,

WHEREAS, after due publication of notice at least seven (7) days prior thereto, which notice was published in the *Ogden Standard Examiner on* the Board of Directors held a public hearing on the budget which public hearing commenced on or about 6: 00 p.m.

WHEREAS, the Board of Directors, in their public meeting, received and considered adjustments to the Board Administrator's recommended or tentative budget, said adjustments having been the proper subject of consideration at the public hearing, and later modification by the Board of Directors; and,

WHEREAS, the adopted tentative budget contains a revenue appropriation amount for the General Fund for anticipated property tax revenues to conform to the Weber County Clerk Auditor's projections at the current certified tax rate, if and; and,

WHEREAS, all conditions precedent to the adoption of the final budget have been accomplished;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of South Ogden City Community Development and Renewal Agency:

SECTION 2 – ADOPTION OF BUDGET

That the budget as set out in **Attachment "A"** and dated as of the 18th day of June, 2019, attached, and incorporated as if fully set out, ought to be, and the same are, adopted and enacted as the fiscal year 2019-2020 Budget for the Agency by the Board of Directors of the South Ogden City Community Development And Renewal Agency.

The foregoing Recitals are incorporated herein.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the Board, 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 4 - 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 5 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason 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 Board of Directors of South Ogden Board Community Development And Renewal Agency.

SECTION 6 - DATE OF EFFECT:

This Resolution shall be effective on the 18th day of June, 2019, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, STATE OF UTAH, on this 18th day of June, 2019

SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

_____
Russell Porter
Board Chair

ATTEST:

_____
Leesa Kapetanov, CMC
Board Recorder

ATTACHMENT "A"

RESOLUTION NO. 19-08

A Resolution Of The Board Of Directors Of The South Ogden Community Development And Renewal Agency, Utah, Adopting The Budget For FY 2019-2020; And Providing That This Resolution Shall Take Effect Immediately Upon Its Adoption And Deposit With The Board Recorder.

18 Jun 19

[Attachment to be provided by the Director of Finance]

South Ogden City

FY 2020

CDRA Final

Budget Adopted

June 18, 2019

Resolution – 19-08

Account Number	Account Title	2016-17 Prior year 2 Actual	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
Community Developmnt & Renewal						
REVENUE						
61-30-110	Tax Inc. - 36th Street	112,316	95,450	112,000	79,817	108,000
Budget notes:						
	~2017 Project area set to expire at the end of 2021					
61-30-170	Interest - 36th Street	84	104	.00	172	.00
Total REVENUE:		112,400	95,554	112,000	79,990	108,000
Total Revenue:		112,400	95,554	112,000	79,990	108,000
EXPENDITURES						
61-40-400	Professional	.00	.00	7,650	348	.00
61-40-710	Charge for Services - G/F	5,616	4,675	4,350	3,993	4,300
61-40-820	Loan Interest Expense	8,422	6,435	.00	.00	3,700
61-40-840	Loan Payment to General Fund	.00	.00	40,000	.00	40,000
61-40-841	Loan Payment to Water Fund	.00	.00	30,000	.00	30,000
61-40-842	Loan Payment to Sewer Fund	.00	.00	30,000	.00	30,000
Total EXPENDITURES:		14,038	11,110	112,000	4,341	108,000
Total Expenditure:		14,038	11,110	112,000	4,341	108,000
Community Developmnt & Renewal Revenue Total:		112,400	95,554	112,000	79,990	108,000
Community Developmnt & Renewal Expenditure Total:		14,038	11,110	112,000	4,341	108,000
Net Total Community Developmnt & Renewal:		98,362	84,444	.00	75,649	.00

Account Number	Account Title	2016-17 Prior year 2 Actual	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
CRA - Young Mazda Project Area						
REVENUE						
66-30-100	Tax Increment	.00	.00	5,000	.00	20,000
66-30-101	Interest	.00	.00	100	.00	.00
66-30-125	Sales Tax Revenue	.00	.00	1,000	.00	17,000
Total REVENUE:		.00	.00	6,100	.00	37,000
Total Revenue:		.00	.00	6,100	.00	37,000
EXPENDITURES						
66-40-100	Professional & Technical	.00	.00	5,000	817	3,000
66-40-550	Tax Increment Incentives	.00	.00	1,000	.00	33,000
66-40-600	Charge for Services - G/F	.00	.00	100	.00	1,000
Total EXPENDITURES:		.00	.00	6,100	817	37,000
Total Expenditure:		.00	.00	6,100	817	37,000
CRA - Young Mazda Project Area Revenue Total:		.00	.00	6,100	.00	37,000
CRA - Young Mazda Project Area Expenditure Total:		.00	.00	6,100	817	37,000
Net Total CRA - Young Mazda Project Area:		.00	.00	.00	817-	.00

Account Number	Account Title	2016-17 Prior year 2 Actual	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
CDRA - NW Project Area						
Revenue						
67-30-100	Tax Increment	318,326	1,010-	.00	.00	.00
Budget notes:						
	~2017 Project area set to expire at the end of 2016					
67-30-200	Sales Tax Revenue	112,789	110,728	117,721	101,241	111,000
67-30-300	Interest Income	260	.00	.00	.00	.00
Total Revenue:		431,376	109,718	117,721	101,241	111,000
Total Revenue:		431,376	109,718	117,721	101,241	111,000
Expenditures						
67-40-400	Professional & Technical	23,222	20,244	.00	3,721	5,000
67-40-450	Payment to Costco/Kimco	47,000	.00	.00	.00	.00
67-40-475	Tax Increment Incentives	62,500	500,000	.00	.00	.00
67-40-480	Sales Tax Incentives	112,789	110,728	117,721	.00	106,000
67-40-500	Charge for Services - G/F	15,916	.00	.00	.00	.00
Total Expenditures:		261,428	630,972	117,721	3,721	111,000
Total Expenditure:		261,428	630,972	117,721	3,721	111,000
CDRA - NW Project Area Revenue Total:		431,376	109,718	117,721	101,241	111,000
CDRA - NW Project Area Expenditure Total:		261,428	630,972	117,721	3,721	111,000
Net Total CDRA - NW Project Area:		169,948	521,254-	.00	97,520	.00

Account Number	Account Title	2016-17 Prior year 2 Actual	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
CDRA - Hinckley Project Area						
Revenue						
68-30-100	Tax Increment	36,741	117-	.00	.00	.00
Budget notes:						
	~2017 Project area set to expire at the end of 2016					
68-30-200	Transfer in from General Fund	.00	.00	.00	225,000	.00
68-30-300	Interest Income	30	.00	.00	.00	.00
68-30-890	Approp of Fund Balance	.00	.00	.00	.00	7,000
Total Revenue:		36,771	117-	.00	225,000	7,000
Total Revenue:		36,771	117-	.00	225,000	7,000
Expenditures						
68-40-400	Professional & Technical	.00	.00	.00	23,119	7,000
68-40-450	Transfer to Hinckley Housing	7,348	.00	.00	.00	.00
68-40-500	Charge for Services - G/F	1,837	.00	.00	.00	.00
68-40-600	New CDRA Projects	.00	.00	.00	350,008	.00
Total Expenditures:		9,185	.00	.00	373,127	7,000
Total Expenditure:		9,185	.00	.00	373,127	7,000
CDRA - Hinckley Project Area Revenue Total:		36,771	117-	.00	225,000	7,000
CDRA - Hinckley Project Area Expenditure Total:		9,185	.00	.00	373,127	7,000
Net Total CDRA - Hinckley Project Area:		27,586	117-	.00	148,127-	.00

Account Number	Account Title	2016-17 Prior year 2 Actual	2017-18 Prior year Actual	2018-19 Current year Budget	2018-19 Current year Actual	2019-20 Future year Budget
CDRA Hinckley Housing Fund						
REVENUE						
85-30-400	Transfer from Hinckley CDRA	7,348	.00	.00	.00	.00
	Total REVENUE:	7,348	.00	.00	.00	.00
	Total Revenue:	7,348	.00	.00	.00	.00
	CDRA Hinckley Housing Fund Revenue Total:	7,348	.00	.00	.00	.00
	CDRA Hinckley Housing Fund Expenditure Total:	.00	.00	.00	.00	.00
	Net Total CDRA Hinckley Housing Fund:	7,348	.00	.00	.00	.00
	Net Grand Totals:	303,244	436,926-	.00	24,225	.00

RESOLUTION NO. 19-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, UTAH, AMENDING THE BUDGET FOR FY 2018-2019; PROVIDING THAT THE SAME SHALL BE AVAILABLE FOR PUBLIC REVIEW AND COMMENT; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

WHEREAS, the Board of South Ogden Community Development And Renewal Agency ("Agency") is a quasi municipal corporation and Community Development And Renewal Agency duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the Board of Directors finds that in conformance with Utah Code ("UC") §17C-1-201.5 and §17C-1-203, the governing body of the Agency may exercise all administrative powers by resolution; and,

WHEREAS, the Board of Directors finds that in conformance with UC §17C-1-601.5, the governing body of the Agency adopted a tentative budget "on or before the first regularly scheduled meeting of the governing body in the last May of the current period"; and,

WHEREAS, the Board of Directors finds that in conformance with UC §10-6-111, the budget officer of the Agency has adopted a final budget for the current fiscal year period, (FY 2018-2019) on forms provided by the state auditor, a tentative budget for each fund for which a budget is required; and,

WHEREAS, the Board of Directors finds that certain exigencies of Agency governmental operations require that amendments be made to the current Agency budget and related documents; and,

WHEREAS, the Board of Directors finds that UC §17C-1-602 provides authority for amending the Agency's budget as necessary; now,

Therefore, Be It Resolved By The Board Of Directors Of The South Ogden Community Development And Renewal Agency That The Agency Budget And Related Documents For Fiscal Year 2018-2019 Be, And The Same Hereby Are, Amended As Follows:

SECTION 2 – CHANGES TO BUDGET

Those changes set out in **Attachment "A"** of the 18th day of June, 2019, attached, and incorporated as if fully set out, as those changes affect and adjust the previously authorized budget and other documents of various Agency departments and funds, ought to be, and the same are, adopted and enacted as amendments to the fiscal year 2018-2019 Budget for Board of Directors of the South Ogden City Community Development And Renewal Agency

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the Board, or parts thereof, 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 thereof, heretofore repealed.

SECTION 4 - PRIOR RESOLUTIONS:

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

SECTION 5 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the Board of Directors of South Ogden Board Community Development And Renewal Agency.

SECTION 6 - DATE OF EFFECT:

This Resolution shall be effective on the 18th day of June, 2019, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, STATE OF UTAH, on this 18th day of June, 2019.

SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

_____
Russell Porter
Board Chair

ATTEST:

_____
Leesa Kapetanov, CMC
Board Recorder

ATTACHMENT "A"

RESOLUTION NO. 19-09

A Resolution Of The Board Of Directors Of The South Ogden Community Development And Renewal Agency, Utah, Amending The Budget For FY 2018-2019; Providing That The Same Shall Be Available For Public Review And Comment; And Providing For An Effective Date

18 Jun 19

[Attachment to be provided by Agency Finance Director]

South Ogden City
June 18, 2019
Fiscal Year 2019
CDRA Budget Amendment

		Current Budget	New Budget	Difference +/-
67-30-800	Appropriation of Fund Balance - NW Project Area	$0	$5,000	$5,000
67-40-400	Professional & Technical - NW Project Area	$0	$5,000	$5,000
	* Legal consultation on project area			
68-30-200	Transfer in from General Fund - Hinckley Proj Area	$0	$225,000	$225,000
68-30-890	Appropriation of Fund Balance - Hinckley Proj Area	$0	$150,000	$150,000
68-40-400	Professional & Technical - Hinckley Proj Area	$0	$25,000	$25,000
68-40-600	New CDRA Projects - Hinckley Proj Area	$0	$350,000	$350,000
	* Purchase of Taylor property w/GF loan			
85-30-800	Appropriation of Fund Balance - Housing Fund	$28,867	$0	($28,867)
85-40-100	Housing Expenditures - G/Fund	$28,867	$0	($28,867)
	* Remove Homeless Shelter Funding			

RESOLUTION NO. 19-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, UTAH, APPROVING AN OPTION AGREEMENT, FOR THE SALE OF REAL PROPERTY LOCATED AT 651 E. 40TH ST., SOUTH OGDEN; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

WHEREAS, the Board of South Ogden Community Development And Renewal Agency ("Agency") is a quasi municipal corporation and Community Development And Renewal Agency duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the Board of Directors finds that in conformance with Utah Code ("UC") §17C-1-201.5 and §17C-1-203, the governing body of the Agency may exercise all administrative powers by resolution; and,

WHEREAS, the Board of Directors finds it necessary to address the sale of certain real property within the city to further Agency development objectives; and,

WHEREAS, the Board of Directors finds that the agency staff as reviewed and studied this matter and recommends that the Board of Directors authorize an Option Agreement, for the sale of the real property located at 651 E. 40th St., South Ogden; and,

WHEREAS, the Board of Directors finds the Agency now desires to approve these ends by authorizing and adopting the recommended Option Agreement, for the sale of the property located at 651 E. 40th St; and,

WHEREAS, the Board of Directors finds that the public convenience and necessity requires the actions contemplated,

THEREFORE, BE IT RESOLVED By The Board Of Directors Of The South Ogden Community Development And Renewal Agency As Follows:

SECTION 2 – OPTION AGREEMENT

That The **"Option Agreement"** for the sale of property located at 651 E. 40th St., South Ogden, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The Agency's Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Option Agreement On Behalf Of The Agency And Then To Sign, And The Agency Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

That the foregoing recitals are incorporated herein.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the Board, or parts thereof, 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 thereof, heretofore repealed.

SECTION 4 - PRIOR RESOLUTIONS:

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

SECTION 5 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the Board of Directors of South Ogden Board Community Development And Renewal Agency.

SECTION 6 - DATE OF EFFECT:

This Resolution shall be effective on the 18th day of June, 2019, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, STATE OF UTAH, on this 18th day of June, 2019.

SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

_____
Russell Porter
Board Chair

ATTEST:

_____
Leesa Kapetanov, CMC
Board Recorder

ATTACHMENT "A"

RESOLUTION NO. 19-10

A Resolution Of The Board Of Directors Of The South Ogden Community Development And Renewal Agency, Utah, Approving An Option Agreement, For The Sale Of Real Property Located At 651 E. 40th St., South Ogden; And Providing For An Effective Date

18 Jun 19

[Attachment to be provided by Agency Manager]

OPTION AGREEMENT

THIS OPTION AGREEMENT ("**Agreement**"), is made and entered into this ___ day of June, 2019 ("**Effective Date**"), by Madison Towns on 40th, LLC, together with its successors or assigns, (hereinafter referred to as "**Buyer**"), and the South Ogden City Community Development and Renewal Agency, a Utah political subdivision, (hereinafter referred to as "**Seller**"). Buyer and Seller are individually referred to herein as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS:

A. Seller owns or has under contract to purchase certain real property located at approximately 651 E. 40th St., South Ogden, Utah 84403, (the "**Property**") and more particularly described in Exhibit A – The Property, attached hereto and made part of hereof.

B. Buyer desires to purchase the Property under the terms and conditions set forth in this Agreement.

C. Seller desires to sell or transfer Seller's contract to purchase the Property to the Buyer under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the Parties agree to the following:

1. Grant of Option; Option Price. Seller is the owner of the real property or has under contract to purchase the Property commonly addressed as 651 E. 40th St., South Ogden, Utah 84403, with Parcel Numbers 06-084-0007 (portion), 06-037-0025 (portion), 06-084-0008, 06-084-0009, 06-084-0010, and 06-084-0011. Seller hereby grants to Buyer the exclusive right and option to purchase the Property for the Purchase Price, upon the terms and conditions contained herein, together with all water rights, if any, all rights to public and private streets, ways, rights-of-way, easements and access and all other appurtenances to the Property (hereafter the "**Option**"). The "**Option Price**" of **FIVE THOUSAND DOLLARS ($5,000.00)** shall be paid within seven (7) days of the "Effective Date" and will be applied to the purchase price in the event of exercise of this Option by Buyer.

2. Option Period. The "**Option Period**" shall commence on the Effective Date and shall continue for a period of one hundred eighty (180) days.

3. Notice of Exercise and Closing. To exercise the Option, the Buyer shall send a written notice ("**Option Notice**") to the Seller at the address below, or at such other places as may be designated in writing by the Seller.

   a. Closing of the sale of the Property shall take place within sixty (60) days from the date the Seller receives the Option Notice. If the Option is exercised, the Seller shall sell and the Buyer shall purchase the Property pursuant to the terms and provisions set forth in this Agreement. In the event Buyer fails to exercise the Option, Seller shall nevertheless be entitled to retain the Option money.

   b. Closing shall take place at the offices of Real Advantage Title located at 1785

East 1450 South, Suite 100 Clearfield UT. (385) 383-7355 ("**Closing Agent**").

c. All formal notices identified herein shall be deemed sufficiently given only if delivered via registered or certified mail, postage prepaid, return receipt requested, or if delivered by a recognized national courier service (i.e. UPS, Federal Express, etc.) to the following addresses:

SELLER: South Ogden City CDRA
Attn: City Manager
3950 Adams Ave.
South Ogden, UTUtah 84403

BUYER: Madison Towns on 40th, LLC
Attn: Michael A. Medina
2314 Washington Blvd
Ogden, UT 84401

WITH A COPY TO:

4. Purchase Price. The purchase price payable by the Buyer to the Seller for fee simple interest in the Property shall be determined prior to execution of agreement. The purchase price payable by the Buyer may include a reduction from fair market value (FMV) of the Property. The FMV reduction may range from a total purchase price of $0 to $350,000 . ~~be **TWO HUNDRED AND FIFTY THOUSAND DOLLARS** (250,000) (the "**Purchase Price**").~~ At Closing, the Buyer shall pay to the Seller the Purchase Price in cash, by wire transfer, or via certified funds reasonably acceptable to Seller.

5. Access to Property and Site Assessment. During the Option Period or the Option Extension, if applicable, the Buyer, and persons whom the Buyer may from time to time designate, shall have the right to enter upon the Property to inspect, make soil test borings, make percolation tests, perform environmental assessments and perform any other test or inspection Buyer believes is reasonably necessary to permit the Buyer to determine if the Property is satisfactory for the proposed development of the Property by the Buyer or its successors or assigns (the "**Tests**). In the event the results of the Tests, in the sole opinion of the Buyer, indicate that the Property is not appropriate, feasible or economically viable for the Buyer's or its successor's or assignee's planned use and/or development, Buyer or its successor shall notify the Seller of that fact in writing (the "**Termination Notice**"). Upon Seller's receipt of the Termination Notice, this Agreement shall be terminated and all Parties shall be relieved of all obligations and liabilities under this Agreement. In the event the Buyer does not exercise the Option, the Buyer shall, prior to the expiration of the Option Period, and at the Buyer's sole expense, restore the Property to the condition existing prior to such Tests. Further, in the event the Buyer does not exercise the Option, for any reason, Seller shall be entitled to retain the option

money paid to Seller for the Option.

6. Data for Seller. Seller agrees to make available to Buyer, for informational purposes only, within fifteen (15) days from the time of acceptance of this Agreement by Seller, free of charge and cost to Buyer, all engineering reports, environmental assessments levels one - three, easements and title search data, heretofore acquired or caused to be prepared by Seller with respect to the Property and as may be in Seller's possession or control.

7. Risk of Loss. All risk of loss or damage to the Property by fire or other casualty or liability from personal injury and expense of insurance, until the Special Warranty Deed of conveyance is delivered and recorded, is retained and shall be borne by Seller. Notwithstanding the foregoing, Seller shall not be liable for any action by the Buyer or its agents or for any injury sustained by any persons entering the Property at the request of the Buyer.

8. Assignment. Buyer may only transfer or assign this Agreement to an entity that retains more than 50 percent of its original members/parties and must be approved by the Seller, not to be unreasonably withheld. ,

9. Closing. As used in this Agreement, the term "**Closing**" shall mean the date on which the Buyer pays the Purchase Price and the Seller executes and delivers the Special Warranty Deed conveying marketable title to the Property to Buyer. Subject to the provisions concerning Disapproved Encumbrances and their removal, etc., Closing shall occur within sixty (60) days from exercise of the Option. Seller agrees to furnish and convey the Property with a good and sufficient Special Warranty Deed in form reasonably acceptable to Buyer, together with an ALTA Owner's policy of Title Insurance, which Title Insurance policy shall be paid for by Buyer. Rent, taxes, water charges, insurance and interest on existing encumbrances, if any, and operating charges, are to be adjusted and apportioned to the date of closing. Buyer shall pay any Escrow Agent's closing fees. Closing shall be at the offices of the Closing Agent.

10. Title Commitment and Encumbrances. The Title Commitment will insure that upon conveyance of the Property to the Buyer, the Buyer shall be the fee simple owner of good and marketable title to the Property free and clear of all liens, claims and encumbrances and subject only to the "Permitted Exceptions" as that term is hereinafter defined. The Seller shall also furnish the Buyer copies of all documents referred to in the exceptions contained within the Commitment.

The Buyer shall have thirty (30) days following the receipt of the Commitment to notify the Seller in writing of any objections to title (hereinafter the "**Disapproved Encumbrances**"). If within the thirty (30) days, the Buyer gives the Seller written notice of one or more Disapproved Encumbrances, then during the period of the next fifteen (15) days after the date on which the Buyer gives the Seller written notice of the Buyer's objections to title (hereinafter the "**Title Notice Period**") the Seller shall either remove, or agree to remove at the Seller's expense, at or before the "Closing", the Disapproved Encumbrances, or notify the Buyer of those Disapproved Encumbrances that the Seller will not or cannot remove. If the Seller does not agree, prior to the expiration of the Title Notice Period, to remove all of the Disapproved Encumbrances at or before the Closing, then the Buyer shall have at least ten (10) days after the Title Notice Period to give the Seller notice that the Buyer waives such Disapproved Encumbrances. In the event that the

Buyer does not waive any of the Disapproved Encumbrances within such ten (10) day period, Buyer may terminate the Option and each party shall bear its own costs and expenses.

For purposes of this Agreement, the term "**Permitted Exceptions**" shall refer to:

(i) real property taxes which constitute a lien on the Property which are not yet due and payable;

(ii) covenants, conditions, restrictions, easements, rights-of-way and other matters disclosed in the Title Commitment (other than standard printed exceptions in the Title Commitment) that are not objected to by the Buyer, or that are waived by the Buyer, as provided in this paragraph; and

(iii) to the extent not covered above, all Disapproved Encumbrances to which the Buyer waives its objections.

11. Possession of Property. Seller shall deliver possession of the Property at Closing.

12. No Change In Property. The Seller agrees that from the date of the execution of this Agreement, it shall not:

(i) lease or sublease the Property to any other person or tenant; or

(ii) enter into any written lease or sublease or otherwise lease the Property without the prior written approval of the Buyer; or

(iii) construct any additional buildings or structures on the Property during the Option Period.

The Seller shall have the right to use and collect any proceeds from any lawful use of the land during the Option Period and any extension thereof.

13. Commissions. Seller is not marketing this property for sale. Seller has only retained Colliers International as a fee consultant for real estate consulting. No commission to any procuring brokerage shall be paid.

14. Interpretation and Severability. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The section headings contained herein are for purposes of reference only and shall not limit, expand or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership, joint venture, corporation, trust, association, or other entity or association or any combination thereof. For purposes of this Agreement, and unless otherwise indicated, any references to the term "days" shall mean calendar days, exclusive of legal holidays. If any provision of this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

15. Representations by Seller. The Seller represents that:

(i) No notice from any governmental body has ever been received or served upon the Seller claiming any violation of any Environmental Law or requiring or calling attention to the need for "Environmental Cleanup Work" on or in connection with the Property; ("**Environmental Cleanup Work**" shall mean an obligation to perform or the actual performance of work, cleanup, removal, repair, remediation, construction, alteration, demolition, renovation or installation in or in connection with the Property in order to comply with any Environmental Law; "**Environmental Law**" shall mean any federal, state, or local law, regulation, ordinance or order, whether currently existing or hereafter enacted, concerning the environmental state, condition, or quality of the Property or use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials; "**hazardous substance**" shall mean (a) any "hazardous waste" as defined by the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.) as amended, and all regulations promulgated thereunder; (b) "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.), as amended, and all regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls (PCBs); (e) petroleum products or materials; (f) underground storage tanks, whether empty or filled or partially filled with any substance; (g) any substance the presence of which on the Property is or becomes prohibited by Environmental Law; (h) urea formaldehyde foam insulation; and (i) any substance which under Environmental Law requires special handling or notification in its use, collection, storage, treatment or disposal.

(ii) To Seller's actual knowledge: (i) Seller is the sole owner of the Property; (ii) except as otherwise noted in the Title Report and except for certain properties that are only "under contract" by the Seller, there are no other parties that have any right to acquire, develop, lease or otherwise encumber the Property, or any part thereof; and (iii) as of the date hereof, there are no written leases affecting the Property and no interest of any tenant on the Property.

(iii) To the Seller's actual knowledge, there are no pending or threatened actions or proceedings regarding the condemnation of, encumbrances (including, but not limited to, any assessment payable in annual installments) on, or the Ownership, use or possession of, the Property, or any part thereof, except as may be shown in the Title Report.

(iv) To the Seller's actual knowledge, the Seller has received no actual notice from any governmental or quasi-governmental authority having jurisdiction over the Property or the operation thereof asserting that the Property, or the operation thereof, is in violation of any applicable legal requirement. The Seller shall, prior to closing, promptly notify the Buyer upon the Seller's learning of any such pending or threatened actions or proceedings upon Seller's receipt of any such notice.

16. Additional Terms and Provisions

(i) The Seller is willing to grant this Option and sell the Property to the Buyer knowing that it intends to use the Property for purposes of facilitating development or redevelopment of the Property.

(ii) This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings between the Parties relating to the subject matter hereof.

(iii) The several rights and remedies of each of the Parties under law shall be construed as cumulative and none of them shall be exclusive of (or in lieu or limitation of) any other right, remedy or priority allowed by law.

(iv) This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(v) The Parties agree that in the event any action or court proceeding is brought by either party to enforce the obligations under this Agreement, the prevailing party shall be entitled to recover any reasonable attorneys' fees together with court and collection costs.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, each of the Parties has executed this Contract.

Seller:

SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

By: _____
Russell. L. Porter, Executive Director

ATTEST:

_____
Leesa Kapetanov, Secretary

APPROVED AS TO FORM:

_____
Adam S. Long, Agency Legal Counsel

Buyer:

MADISON TOWNS ON 40TH, LLC

By: _____
Michael A. Medina, Manager

EXHIBIT A
to
Option Agreement

THE PROPERTY

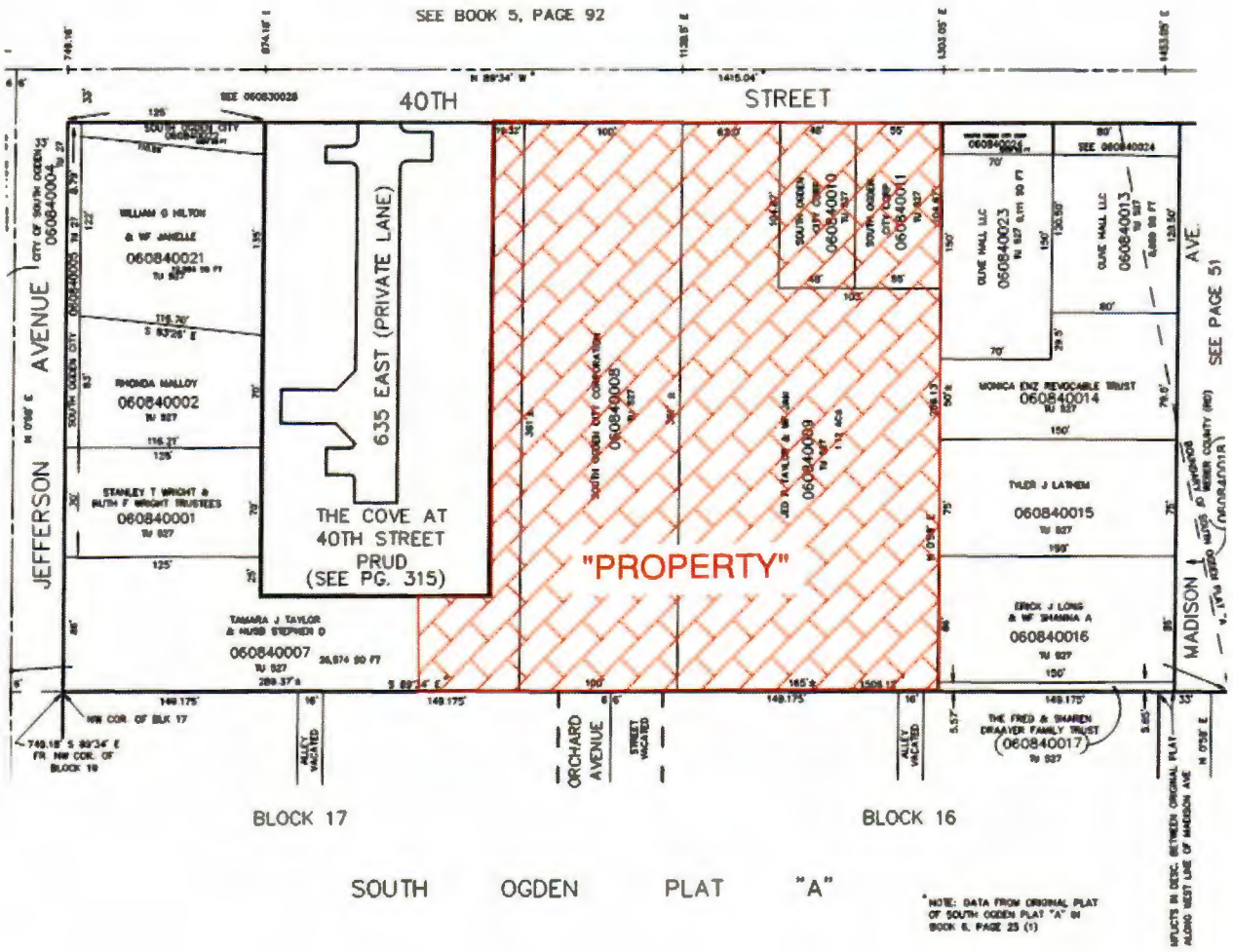


EXHIBIT A (Continued)
to
Option Agreement

THE PROPERTY

