



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

TUESDAY, AUGUST 20, 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, August 20, 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

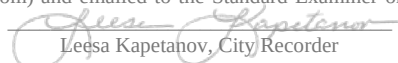
III. DISCUSSION ITEMS

- A. Review of Bid/Time Frame for Burch Creek Park Project**
- B. Discussion on FY2020 Budget**

IV. ADJOURN

Posted to the State of Utah Website August 16, 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 August 16, 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, AUGUST 20, 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, August 20, 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 Adam Hensley

- 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. Approval of August 6, 2019 Minutes
- B. Set Date for Special City Council Meeting (August 27, 2019 at 6 pm) to Canvass the Primary Election
- C. Declaring Certain Fleet Items as Surplus to the City's Needs

VI. DISCUSSION / ACTION ITEMS

- A.** Consideration of **Resolution 19-47** – Adopting the FY2020 Budget
- B.** Consideration of **Resolution 19-48** – Approving an Interlocal Agreement with Weber County for RAMP Funding
- C.** Consideration of **Resolution 19-49** – Approving an Agreement with Staker and Parson Companies for 2019 Street Maintenance Projects
- D.** Discussion/Direction on Level of Bond Funding

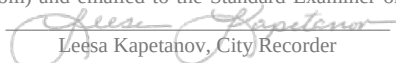
VII. REPORTS/DIRECTION TO CITY MANAGER

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

VIII. ADJOURN

Posted to the State of Utah Website August 16, 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, AUGUST 6, 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 Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, Finance Director Steve Liebersbach, and Recorder Leesa Kapetanov

CITIZENS PRESENT

Walt Bausman

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/CC190806_1705.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- Mayor Porter called the meeting to order at 5:07 pm and called for a motion to open
00:00:00

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

Note: Council Member Stewart was not present for this vote. She entered the meeting directly following the vote.

37 **II. REVIEW OF AGENDA**

38 There were no questions or discussions on the agenda.

- 39 • City Manager Dixon reviewed the options for the remodel of City Hall to accommodate the recreation
40 department 00:00:48 Mr. Dixon showed some renderings of the
41 options to the council. See Attachment A.
- 42 • Council discussion on remodel
43 00:07:02
44
45
46

47 **III. DISCUSSION ITEMS**

48 **A. Bond Refunding**

- 49 • Explanation of bond refunding by Finance Director Steve Liebersbach
50 00:28:09
51 • Further explanation and information by Johnathan Ward, Zion's Bank
52 00:38:00
53 • Council discussion on parks
54 00:46:11
55
56
57

58 **B. FY2020 Budget**

59 There was no time left for this discussion item.
60
61
62
63
64

65 **IV. ADJOURN**

66 At 6:04 pm Mayor Porter called for a motion to adjourn the work session.
67

68 **Council Member Howard so moved, followed by a second from Council Member Stewart. The**
69 **voice vote was unanimous in favor of the motion.**

70 00:57:41
71

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

CITIZENS PRESENT

Wesley Stewart, Ludy Danielson, Max & Shauna DeCaria, Juan Arce, Nathan Christensen, Chet & Rosette Acord, Craig Hanni, Jese Syme, Terry Tillett, Kent Gardner, Jim Daily, Joyce Hartman, Angelique Demings, George Garwood, Levi Kushlan, Julian Pfaff, Aspen Sears, Mark Gutierrez, Jeanette C. Smyth, Tim Vandenack, Jeni Groff, Nick Porter, Diane & Doug Woolsey, Trent Nelson, Walt Bausman, Dale Wood, Brenda Wood

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/CC190806_1806.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 6:08 pm and called for a motion to convene.
00:00:00

Council Member Howard so moved. Council Member Strate 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

Wesley Stewart 00:01:45

Craig Hanni 00:05:01

Mr. Hanni had a handout for the council.
See Attachment B.

115 Julian Pfaff, Aspen Sears, Bonneville High School Student Officers

116 00:08:06

117 Angelique Demings and George Garwood

118 00:09:51

119 Jenny Groff 00:12:46

120

121

122 **III. RESPONSE TO PUBLIC COMMENT**

123 00:15:44

124

125

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

127 There were no scouts present.

128

129

130 **V. CONSENT AGENDA**

131 A. Approval of July 2 and July 16, 2019 Council Minutes

132 B. Approval of July Warrants Register

- 133 • Mayor Porter read through the consent agenda and asked if there were any questions; seeing
134 none, he called for a motion to approve the consent agenda

135 00:21:28

136

137 **Council Member Strate so moved, followed by a second from Council Member Howard.**

138 **The voice vote was unanimous in favor of the motion.**

139

140

141 **VI. PUBLIC HEARINGS**

142 To Receive and Consider Comments on the following items:

143 A. The Proposed Increase to Property Tax Revenue

- 144 • Mayor Porter explained how property taxes worked and why the city was increasing them

145 00:21:53

- 146 • The mayor entertained a motion to enter into a public hearing

147 00:31:57

148

149 **Council Member Hensley so moved followed by a second from Council Member Orr. All**
150 **present voted aye.**

151

152 Ludy Danielson 00:32:11

153 Jim Dailey 00:36:46

154 Wesley Stewart 00:39:17

155 Joyce Hartman 00:44:50
156 Craig Hanni 00:45:27
157 Levi Kushlan 00:47:23
158 George Garwood 00:48:26
159

160 There were no more public comments. The mayor called for a motion to close the public hearing
161 on the proposed tax increase and open a public hearing on the issuance of tax revenue bonds.
162 00:51:48
163

164 **Council Member Hensley so moved. The motion was seconded by Council Member Strate.**
165 **The voice vote was unanimous in favor of the motion.**
166

167 **B. The Issuance Of South Ogden City Sales & Excise Tax Revenue And Refunding Bonds,**
168 **In One Or More Series, In The Aggregate Principal Amount Not To Exceed \$12,306,000**
169 **To Finance Park Improvements, And Related Matters, And Potentially Refunding The**
170 **Sales And Excise Tax Revenue Bonds, Series 2009 And The Federally**
171 **Taxable/Convertible To Tax-Exempt Sales Tax Revenue Refunding Bonds, Series 2015**
172

- 173 • Mayor Porter gave an explanation and overview on the bonds
174 00:52:12
- 175 • The mayor opened the floor for public comments concerning the bonds

176 Wesley Stewart 01:02:04
177 Ludy Danielson 01:07:10
178 Kent Gardner 01:08:11
179 Jese Syme 01:10:22
180 Levi Kuschlan 01:12:36
181 Walt Bausman 01:13:33
182 Angelique Demings 01:16:33
183 Ken Bradshaw 01:17:25
184 Comments by Council Member Hensley
185 01:20:27
186 Rosette Acord 01:22:13
187 Nick Porter 01:24:20
188 Craig Hanni 01:26:23
189

- 190 • There were no more public comments. Mayor Porter called for a motion to close the public
191 hearing 01:27:38
192

193 **Council Member Strate moved to close the public hearing, followed by a second from**
194 **Council Member Howard. All present voted aye.**
195

- 196 • City Manager Dixon answered some of the questions on the parks asked during the public
197 hearing 01:27:50
198

199**VII. DISCUSSION /ACTION ITEMS**

200 A. Consideration of **Resolution 19-42** – A Resolution Authorizing Not More Than
201 \$12,306,000 Sales And Excise Tax Revenue And Refunding Bonds, Series 2019 To
202 Finance Park Improvements, And Related Improvements And Potentially Refunding The
203 Issuer’s Outstanding Sales & Excise Tax Revenue Bonds, Series 2009 And Its Federally
204 Taxable/Convertible To Tax-Exempt Sales Tax Revenue Refunding Bonds, Series 2015;
205 Appointing A Pricing Committee; Providing For A Pledge Of Sales And Excise Tax
206 Revenues For Repayment Of The Bonds; And Related Matters

- Q&A with Johnathan Ward, Zion’s Bank

01:37:08

- Motion

01:59:03

210
211 **Council Member Howard moved to adopt Resolution 19-42, followed by a second from**
212 **Council Member Strate. Mayor Porter asked if there was any more discussion.** Council
213 Member Orr stated she would like it to be limited to \$4 million. Council Member Howard said
214 he wanted to keep the motion as is. There was much more discussion on the bond, as well as
215 questions and answers from Finance Director Steve Liebersbach and Zion’s Financial Advisor
216 Johnathan Ward. **The mayor then called the vote:**

02:17:16

218
219 Council Member Howard - Yes
220 Council Member Stewart - No
221 Council Member Hensley - Yes
222 Council Member Orr - Yes
223 Council Member Strate- Yes
224

225 **Resolution 19-42 was adopted.**
226
227

228 D. Consideration of **Resolution 19-43** – Approving an Agreement with Wasatch Therapy Inc for
229 Health Professional Services at Football Games

- Staff Overview 02:18:22
- Council discussion 02:19:25
- Motion 02:20:00

233
234 **Council Member Strate moved to adopt Resolution 19-43. Council Member Howard**
235 **seconded the motion. There was no further discussion. Mayor Porter called the vote:**
236

237 Council Member Strate - Yes
238 Council Member Orr - No
239 Council Member Hensley - Yes
240 Council Member Stewart - No
241 Council Member Howard - Yes
242

The motion stood.

C. Consideration of **Resolution 19-44** – Approving an Interlocal Agreement for Automatic Aid Fire Protection

- Staff Overview 02:20:25
- Discussion There was no discussion on this item
- Motion 02:23:15

Council Member Strate moved to adopt Resolution 19-44. The motion was seconded by Council Member Hensley. There was no discussion. The mayor then called the vote:

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

Resolution 19-44 was approved.

D. Consideration of **Resolution 19-45** – Approving a Franchise Agreement with Wasatch Front Football League for 2019 Football Season

- Staff Overview 02:23:54
- Discussion 02:24:19
- Motion 02:25:40

Council Member Howard moved to adopt Resolution 19-45, followed by a second from Council Member Hensley. The mayor then made a roll call vote:

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

The motion stood.

E. Consideration of **Resolution 19-46** – Approving an Agreement with Potable Divers Inc. for Burch Creek Tank Cleaning

- Staff Overview 02:25:58
- Discussion There was no discussion on this item
- Motion 02:26:50

Council Member Strate moved to adopt Resolution 19-46. The motion was seconded by Council Member Hensley. After determining there was no 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 19-46 was adopted.

VIII. OPEN AND PUBLIC MEETING TRAINING

Q&A With Attorney Ken Bradshaw 02:27:07

- There were no questions for Attorney Bradshaw, however he reminded the council to sign the unsworn affidavit of training and return it to the city recorder. The affidavits that were returned can be seen as Attachment C.

IX. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Strate- Nothing to report
- Council Member Howard- 02:28:43
- Council Member Orr- 02:29:24
- Council Member Hensley- 02:30:10
- Council Member Stewart- 02:30:59

B. City Manager: 02:31:13

C. City Attorney: Nothing to report

E. Mayor 02:31:43

- Council Member Orr requested a meeting be held on the Burch Creek Park before the City bonded. She was assured the Council would decide for which parks projects the City would bond. 02:34:27

X. ADJOURN

- Mayor Porter called for a motion to adjourn 02:35:37

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

The meeting adjourned at 8:44 pm.

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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, August 6, 2019.


Kapetanov, City Recorder

Leesa
Date Approved by the City Council

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ATTACHMENT A

Renderings of Remodel Options for Recreation Department



Option 1



Option 2

Not Approved

ATTACHMENT B

Handout from Mr. Hanni

Resident in Question

4020 Madison Ave - Auto issues

4035 Madison Ave - Boats

4039 Madison Ave Trailer + Autos

950 E. 42nd St. Junk + Trailer Been there
4 months or more

865 E. 4300 S Boat Been there Months

4339 So. 950 E. Too Much ??

4231 So. 950 E. Across the Street West
Could not see Address

North ~~End~~ of the Fire Station Weed along the street
up to Orchard Ave.

4230 Jefferson Ave. Trailer - been there for weeks
~~for~~ maybe month

607 41st Trailer in the street for months



SOUTH OGDEN POLICE

Hardman
Officer

3950 South Adams Avenue
South Ogden, Utah 84403
Office: (801) 622-2800
Dispatch: (801) 629-8221

Use of Utah Emergency Calls
DIAL: 911

801-622-2839



SOUTH OGDEN POLICE

Hardman
Officer

3950 South Adams Avenue
South Ogden, Utah 84403
Office: (801) 622-2800
Dispatch: (801) 629-8221

Use of Utah Emergency Calls
DIAL: 911

801-622-2839

ATTACHMENT C

Handout from Mr. Hanni

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Russell L Porter
(please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- ☒ City Council
- ☐ Planning Commission
- ☐ Urban Forestry Commission
- ☐ Other Covered Body: _____

By way of the following:

- ☒ Review of the 2010 State Legislature presentation (found in packet)
- ☐ 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- ☐ Other: _____

Executed and Dated this 6 day of August, 2019.

Russell L Porter
Signature

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Mike Howard
(please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- ☒ City Council
- ☐ Planning Commission
- ☐ Urban Forestry Commission
- ☐ Other Covered Body: _____

By way of the following:

- ☒ Review of the 2010 State Legislature presentation (found in packet)
- ☐ 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- ☐ Other: _____

Executed and Dated this 6 day of August, 2019

Mike Howard
Signature

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Susan Stewart
(please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- ☒ City Council
- ☐ Planning Commission
- ☐ Urban Forestry Commission
- ☐ Other Covered Body: _____

By way of the following:

- ☒ Review of the 2010 State Legislature presentation (found in packet)
- ☒ 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- ☐ Other: _____

Executed and Dated this 6th day of August, 2019

Susan Stewart

Signature



NOTICE OF SURPLUS PROPERTY

Notice is hereby given that Jon Andersen, Parks and Public Works Director, has requested that the following property be declared surplus, and that Matthew Dixon, City Manager, has verified that the following items are surplus to the city's needs and will be utilized or disposed of as noted:

No. of Items	Description of Property	Value of Property (or min. bid amnt. acptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
1	#558 2008 Crown Vic	\$1500.00	KBB, TNT Auction	Public Surplus
1	#560 2008 Crown Vic	\$1500.00	KBB, TNT Auction	Public Surplus
1	#5712013 Ford SUV Interceptor	\$7500.00	KBB, TNT Auction	Public Surplus
1	#572 2013 Ford SUV Interceptor	\$7500.00	KBB, TNT Auction	Public Surplus
1	#573 2013 Ford Sedan Interceptor	\$6500.00	KBB, TNT Auction	Public Surplus
1	#574 2013 Ford Sedan Interceptor	\$6500.00	KBB, TNT Auction	Public Surplus
1	#575 2013 Ford Sedan Interceptor	\$6500.00	KBB, TNT Auction	Public Surplus
1	#578 2013 Ford Sedan Interceptor	\$6500.00	KBB, TNT Auction	Public Surplus
1	#579 2013 Ford Sedan Interceptor	\$6500.00	KBB, TNT Auction	Public Surplus
1	#580 2013 Ford Sedan Interceptor	\$6500.00	KBB, TNT Auction	Public Surplus
1	#5812013 Ford Sedan Interceptor	\$6500.00	KBB, TNT Auction	Public Surplus
1	#582 2013 Ford Sedan Interceptor	\$6500.00	KBB, TNT Auction	Public Surplus
1	#583 2013 Ford Sedan Interceptor	\$6500.00	KBB, TNT Auction	Public Surplus
1	#584 2013 Ford Sedan Interceptor	\$6500.00	KBB, TNT Auction	Public Surplus
1	#553 2008 Ford F-150	\$4500.00	KBB TNT Auction	Public Surplus
1	#453, 1999 Bubba 20' trailer	\$200.00	Scrap price. Trailer not repairable-safety concern	Scrap Price
1	#565 2008 Ford Explorer	\$2000.00	KBB	Sale by bid
1	#566 2008 Ford Explorer	\$1900.00	KBB	Sale by bid
1	#240 2000 Dodge 3500 dump truck	\$7000.00		Sale by bid
1	#241 2000 Dodge 3500 dump truck	\$9000.00		Sale by bid
1	#547 2005 Ford Explorer	\$1100.00		Sale by bid
1	#127 2004 Ford F-350 dump truck	\$9000.00		Sale by bid
1	#574 2013 Ford Police Interceptor		Insurance	Insurance paid vehicle total
1	#548 2005 Ford Explorer		Insurance	Insurance paid vehicle total

The City Council will determine if the above property should be declared surplus at the **August 20, 2019 regularly scheduled City Council meeting**. Any member of the city council may make a request for a hearing concerning this property at the meeting.

Posted this 7th day of August, 2019


Leesa Kapetanov
City Recorder

STAFF REPORT



SUBJECT: Adopting FY 2020 Final Budget
AUTHOR: Steve Liebersbach
DEPARTMENT: Finance
DATE: 8/20/2019

RECOMMENDATION

It is the recommendation of staff that the City Council approve Resolution 19-47, Adopting the FY 2020 Final Budget.

BACKGROUND

The City is required to adopt a final budget prior to September 1st of the year since it has gone through the Truth - In - Taxation process.

ANALYSIS

After many meetings and hours of work the document before you will serve as the City's Budget for Fiscal Year 2020. Just a reminder, this is a fluid document and can be amended periodically throughout the year by the Council as they see fit and as events and conditions develop and change in the City.

SIGNIFICANT IMPACTS

The budget covers all funds of the City and has significant impacts on the operations of the services provided by the City to the residents. The budget includes the proposed property tax increase, maintaining the certified tax rate at .002900 and also an increase to the utility funds base fees and usage structures.

ATTACHMENTS

None

RESOLUTION NO. 19-47

A RESOLUTION OF THE CITY OF SOUTH OGDEN CITY, UTAH, ADOPTING THE BUDGET, TOGETHER WITH ITS ASSOCIATED FORMS, SCHEDULES, AND ATTACHMENTS, FOR SOUTH OGDEN CITY FOR THE FISCAL YEAR FROM JULY 1, 2019 TO JUNE 30, 2020; ADOPTING PAY AND COMPENSATION PLANS AND SCHEDULES FOR EMPLOYEES, APPOINTED AND ELECTED OFFICIALS; RATIFYING AND READOPTING THE CITY'S ADMINISTRATIVE CODE; MAKING CERTAIN AMENDMENTS TO THE CITY'S CONSOLIDATED FEE SCHEDULE; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE CITY RECORDER.

WHEREAS, the City Council finds that at a regularly scheduled meeting of the City Council of South Ogden City, held during May, 2019, under the Uniform Fiscal Procedures act for Utah Cities, Utah Code ("UC") §10-6-101, et. seq., as amended, the City Manager submitted to the City Council of South Ogden City the proposed Operating Budget; Capital improvements Budget; Enterprise Funds Budgets; and the Water, Sewer, and Garbage Budgets, and his budget message, including certain changes that should be made to the city's consolidated fee schedule, all for the fiscal year of July 1, 2019 To June 30, 2020, as required by the statute; and,

WHEREAS, the City Council finds that in conformance with UC §10-3-818, upon its own motion, and as part of its budget adoption process, the City Council has reviewed and considered the compensation of each officer of the city, including but not limited to elected and appointed officials, with each salary schedule applicable to each officer of the city, to determine whether the compensation rates or schedules as existing and as proposed should be adopted, changed, or amended; and,

WHEREAS, the City Council finds and has determined that certain compensation or compensation schedules should be adopted, changed, or amended; wherefore, in compliance with law, it set a time and place for a public hearing at which all interested persons were given an opportunity to be heard, said hearing having been held at a regularly scheduled meeting of the City Council and as otherwise required by statute; and,

WHEREAS, the City Council finds that the notice of the time, place, and purpose of the public hearing to consider the tentative budget, and all of its schedules, changes, and recommendations, including compliance with the state's "Truth in Taxation" notice requirements, was published on at least seven days prior thereto by publication, and as otherwise required by statute, at least once in the *Ogden Standard – Examiner*, it being a newspaper published in the county within which the municipality is situated and circulated in the municipality; and,

WHEREAS, the City Council finds that under law, after the public hearing, the Council may enact an Resolution fixing, changing, or amending the compensation of any elective or appointive officer of the municipality or adopting a compensation schedule applicable to any officer or officers; and,

WHEREAS, the City Council finds that the said proposed or tentative budget or acting budget and all supporting schedules having been received by the Council during a regular City Council meeting, and as otherwise required by statute, the required public hearing thereon was initially fixed to be held during a regularly scheduled City Council meeting at approximately 6:00 o' clock P.M., during a regularly scheduled City Council meeting held within the timeline requirements of law, those proposed budgets having, as required, more than ten (10) days prior to the public hearing, been deposited with the city Recorder as a public record where they have remained until this date; and,

WHEREAS, the City Council finds that UC §10-6-118, as amended, requires that before the 22nd day of June each year, or August 16th, as is the case this year since the budget contemplates enacting a property tax increase under UC §59-2-919 through §59-2-923, the City Council shall by resolution or ordinance, adopt a budget for the ensuing fiscal year for each fund for which a budget is required; and,

WHEREAS, the City Council finds that after due publication of notice at least seven (7) days prior thereto, which notice was published in the *Ogden Standard Examiner*, the City Council held a public hearing on the budget which public hearing commenced at approximately 6:01 P.M.

WHEREAS, the City Council finds that the City Council considered for adjustment the City Manager's recommended or tentative budget, including recommendations for changes to the city's consolidated fee schedule, and made those adjustments detailed in **Attachment "A"**, attached, said adjustments having been open for consideration at the public hearing on the budget, said hearing having been held and the same items and matters having been subject to review and comment by the Council at one of its public meetings as noted; and,

WHEREAS, the City Council finds that the adopted budget, contains a revenue appropriation amount for the General Fund for anticipated property tax revenues and confirms that such revenue statement shall conform to the Weber County Clerk Auditor's projections at the current certified tax rate, either as that tax rate has been proved to the City; or, if the certified tax rate has not yet been provided by the Clerk Auditor of Weber County shall ultimately be received; and,

WHEREAS, the City Council finds that all conditions precedent to the adoption of the final budget which includes the employment staffing document, employee compensation schedules, and elected and statutory officials compensation schedules, have been accomplished; and,

WHEREAS, the City Council finds it is appropriate, as part of its budget adoption process, to readopt the City's Administrative Code as constituted, and as it may have been amended since its last adoption, and having considered the contents thereof;

NOW, THEREFORE, Be it Resolved by the City Council of South Ogden City :

SECTION 1. **Findings of Governing Body.** The City Council finds that the budget, comprising the Operating Budget; Capital Improvements Budget; Enterprise Funds Budgets, including the determination – following the required public hearing – that the City will not charge itself for its own utility service use; Changes to the City's Consolidated Fee Schedule; Personnel Schedules, identifying the classification and pay plan for employment positions for each department including certain Non-Merit Special employee positions, and elected and statutory officials' compensations schedules, as the budget and schedules have been adjusted and amended as depicted and detailed in **Attachment "A"**, attached and incorporated by this reference as if set out fully, is adopted, with all identified funds and allocations thereto created, re-created, or reaffirmed and made the official budget of South Ogden City for the fiscal year of July 1, 2019 To June 30, 2020.

That the City's Administrative Code, as amended, and as it is constituted as of the effective date of this Resolution is reaffirmed and readopted.

SECTION 2. **Effective Date.** This Resolution shall take effect immediately upon its adoption, posting, and deposit with the City Recorder, who shall forthwith certify a copy thereof to the City Manager. A copy of the final budget for each fund shall also be certified by the City Recorder shall be filed with the state auditor within 30 days after adoption of this Resolution..

SECTION 3. **Publications.** No publication of this Resolution is required.

PASSED AND ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 20th day of August, 2019.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 19-47

A Resolution Of The City Of South Ogden City, Utah, Adopting The Budget, Together With Its Associated Forms, Schedules, And Attachments, For South Ogden City For The Fiscal Year From July 1, 2019 To June 30, 2020; Adopting Pay And Compensation Plans And Schedules For Employees, Appointed And Elected Officials; Ratifying And Readopting The City's Administrative Code; Making Certain Amendments To The City's Consolidated Fee Schedule; And Providing That This Resolution Shall Take Effect Immediately Upon Its Adoption And Deposit With The City Recorder.

20 Aug 19

South Ogden City

FY 2020

Final Budget

Adopted

August 20, 2019

Resolution – 19-47

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
GENERAL FUND					
TAX REVENUE					
10-31-100	Property Tax Collections CY	2,696,387	3,011,244	3,025,255	3,286,984
10-31-105	Prop 1 Tax Increment	257,092	254,295	243,019	269,160
10-31-200	Property Tax - Delinquent	56,635	49,600	64,970	45,391
10-31-250	Motor Vehicle & Personal Prop.	199,223	192,200	214,753	208,867
10-31-300	General Sales and Use Taxes	3,517,398	3,590,943	3,369,352	3,781,263
10-31-400	Utility Franchise Fee	247,323	173,322	174,319	363,186
10-31-500	Franchise Tax	320,769	322,280	242,541	314,600
10-31-550	Municipal Energy Use Tax	886,109	948,137	845,729	867,112
Total TAX REVENUE:		8,180,937	8,542,021	8,179,939	9,136,563
LICENSES & PERMITS					
10-32-100	Business Licenses	130,207	126,696	127,562	95,673
10-32-160	Good Landlord Licenses	43,459	44,553	39,518	46,722
10-32-200	Building Permits	197,748	97,520	68,552	97,520
10-32-300	Animal Licenses	11,343	11,330	10,788	11,330
10-32-325	Micro-Chipping Fees	1,130	1,251	600	1,251
10-32-350	Animal Adoptions	46,011	62,683	40,375	45,060
10-32-375	Animal Shelter Fees	5,947	5,305	3,378	5,305
Total LICENSES & PERMITS:		435,846	349,338	290,773	302,861
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	1,139,079	405,547	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	1,837,011	974,576	1,761,430
RECREATION & PLANNING FEES					
10-34-200	Baseball Revenue	16,038	22,115	16,690	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	11,059	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	26,226	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	2,670	4,413
10-34-850	Bowery Rental	5,500	5,562	3,250	5,562
10-34-875	Sex Offender Registration Fee	450	515	450	515
10-34-900	Public Safety Reports	19,120	17,496	23,017	17,496

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
Total RECREATION & PLANNING FEES:		240,861	203,426	202,054	194,449
FINES & FORFEITURES					
10-35-200	Fines- Regular	656,472	633,665	633,673	630,496
10-35-300	Alarm Fines/Permits	7,850	6,283	5,560	6,283
Total FINES & FORFEITURES:		664,322	639,948	639,233	636,779
MISCELLANEOUS REVENUE					
10-36-100	Interest	77,962	107,555	142,774	134,490
10-36-105	Cash Over/Short	44-	.00	16	.00
10-36-200	Sub 4 Santa	6	.00	.00	.00
10-36-400	Sales of Fixed Assets	.00	339,967	1,196,480	.00
10-36-500	75th Anniversary Sales	160	.00	.00	.00
10-36-600	560 39th Rental	3,000	3,000	3,000	.00
10-36-601	Donations to South Ogden City	11,154	31,664	32,832	.00
10-36-700	Contractual Agreement Reven	123,748	124,906	124,601	295,214
10-36-900	Misc. Revenue	67,279	28,955	69,928	24,726
10-36-950	Traffic School	325	258	200	258
Total MISCELLANEOUS REVENUE:		283,590	636,305	1,569,830	454,688
CHARGE FOR SERVICE & TRANSFERS					
10-39-150	Lease Financing	.00	2,418,490	2,552,729	576,927
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	4,356	5,300
10-39-400	Charge for Service - Water Fnd	138,732	237,084	237,084	244,457
10-39-410	Charge for Service - Sewer Fnd	182,712	256,304	256,308	248,852
10-39-420	Charge for Svc - Storm Drn Fnd	142,260	144,397	144,396	137,981
10-39-430	Charge for Service - Grbge Fnd	113,172	117,999	117,996	120,712
10-39-440	Charge for Service - Amb Fnd	67,584	65,470	65,472	57,531
10-39-700	Appropriated Fund Bal-Class C	.00	50,000	.00	50,000
10-39-800	Appropriated Fund Balance	.00	1,389,535	.00	616,064
Total CHARGE FOR SERVICE & TRANSFERS:		797,518	4,683,629	3,378,341	2,934,621
Total Revenue:		11,285,801	16,891,678	15,234,746	15,421,391
COUNCIL					
10-41-110	Salaries and Wages	119,450	121,676	121,110	123,657
10-41-130	Employee Benefits	23,856	24,477	27,138	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	668	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	167,243	168,558
LEGAL DEPARTMENT					
10-42-110	Salaries and Wages	63,957	72,178	64,752	74,044
10-42-130	Employee Benefits	16,757	18,074	17,470	18,528

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
10-42-210	Books, Subscriptions & Member	1,154	1,000	964	1,000
10-42-230	Travel & Training	544	500	725	500
10-42-240	Supplies	.00	500	.00	500
10-42-280	Telephone	900	900	900	900
10-42-320	Prosecutorial Fees	800	1,000	1,600	1,000
Total LEGAL DEPARTMENT:		84,113	94,152	86,412	96,472
Court Department					
10-43-110	Salaries & Wages	141,188	146,182	141,404	154,970
10-43-130	Employee Benefits	55,380	58,670	57,543	60,809
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	2,387	2,500
10-43-275	State Surcharge	166,915	150,000	133,979	150,000
10-43-280	Telephone	300	300	275	300
10-43-300	Public Defender Fees	20,400	16,401	17,900	15,000
10-43-305	Wasatch Constable Contract	.00	.00	.00	56,640
10-43-310	Professional & Technical	2,338	2,347	2,400	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	382,897	361,919	447,669
ADMINISTRATION					
10-44-110	Salaries and Wages	526,554	542,364	535,393	563,951
10-44-130	Employee Benefits	219,077	228,599	223,419	228,059
10-44-210	Books, Subscriptions & Member	3,214	4,924	4,991	4,000
10-44-230	Travel & Training	12,873	17,000	15,715	18,500
10-44-240	Office Supplies & Miscell	4,701	4,340	5,467	7,500
10-44-247	Car Allowance	6,804	6,804	6,804	6,804
10-44-248	Vehicle Maintenance	60	500	90	500
10-44-280	Telephone	5,195	4,980	4,902	4,980
10-44-300	Gas, Oil & Tires	517	750	385	750
10-44-310	Professional & Technical	4,264	14,554	9,723	16,900
10-44-329	Computer Repairs	118	.00	.00	250
10-44-600	Service Charges	35,978	40,254	39,911	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	11,292	11,292	.00
Total ADMINISTRATION:		822,204	878,715	860,445	894,694
NON-DEPARTMENTAL					
10-49-130	Retirement Benefits	21,748	27,896	28,655	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	127,950	124,951	130,220
10-49-290	City Postage	40,000	52,000	48,500	54,500
10-49-291	Newsletter Printing	7,618	9,450	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 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
10-49-321	I/T Supplies	3,278	3,000	3,241	3,000
10-49-322	Computer Contracts	60,221	58,040	56,695	60,000
10-49-323	City-wide Telephone	6,623	5,700	5,646	5,700
10-49-324	City-wide Internet	6,327	6,360	6,525	6,360
10-49-329	Server Repairs	5,514	5,210	5,209	5,000
10-49-400	Unreserved	.00	100,897	15,000	45,000
10-49-500	City Safety/Wellness Program	6,733	12,000	7,267	12,000
10-49-510	Insurance	179,624	199,500	172,013	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	10,445	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	7,567	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	11,635	11,510	2,000
10-49-750	Capital Outlay	10,300	62,983	63,192	26,000
Total NON-DEPARTMENTAL:		558,250	797,721	656,885	698,658
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	7,594	.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	7,088	8,000
10-51-264	Station #82 Maintenance	1,035	2,000	4,670	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	25,911	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	202,543	237,181
PLANNING & ZONING					
10-52-120	Commission Allowance	5,725	6,300	5,900	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	9,925	9,923	5,000
10-52-310	Professional & Technical Servi	74,533	69,000	67,504	65,000
10-52-330	General Plan Revision	.00	.00	.00	80,000
Total PLANNING & ZONING:		84,559	85,975	83,327	157,050
POLICE SERVICES					
10-55-110	Full time wages - Police	1,506,783	1,584,747	1,519,557	1,590,073

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
10-55-111	Part time wages - Police	30,744	31,845	31,813	33,546
10-55-112	Overtime wages - Police	31,510	35,622	30,313	35,000
10-55-114	Bailiff Wages	5,313	7,806	1,415	.00
10-55-115	Animal Control Wages	48,985	52,843	51,007	55,341
10-55-116	Crossing Guards	14,154	23,256	14,043	21,869
10-55-130	Benefits - DPS	997,286	1,114,543	1,085,066	1,120,199
10-55-131	WTC - A/C Contract	49,431	55,023	53,017	56,322
10-55-132	Liquor Funds Expenditures	17,337	52,641	38,728	34,320
10-55-150	Death Benefit Ins. - Police	2,350	2,545	2,425	2,395
10-55-210	Mbrshps, Bks & Sub - Police	6,227	6,500	5,978	6,500
10-55-230	Travel & Training - Police	14,199	14,904	12,796	15,500
10-55-240	Office Supplies - Police	4,109	6,000	3,865	6,000
10-55-245	Clothing Contract - Police	11,074	23,479	19,544	20,000
10-55-246	Special Dept Supplies - Police	9,892	12,000	10,024	14,000
10-55-247	Animal Control Costs	49,149	54,577	43,837	27,015
10-55-248	Vehicle Maintenance - Police	19,117	22,000	16,272	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	20,739	22,500
10-55-300	Gas, Oil & Tires - Police	57,412	62,000	56,676	54,000
10-55-310	Professional & Tech - Police	10,432	17,000	12,754	20,000
10-55-323	MDT/Radio Repairs	.00	.00	.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	1,876	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	46,160	64,336
10-55-700	Small Equipment - Police	11,298	46,000	30,822	15,060
10-55-750	Capital Outlay - Police	13,969	381,420	429,360	205,779
Total POLICE SERVICES:		3,032,540	3,782,095	3,592,959	3,502,198

FIRE PROTECTION

10-57-110	Salaries & Wages	814,614	890,588	895,480	1,075,325
10-57-111	Part Time Wages	193,896	154,631	151,746	180,667
10-57-112	Overtime	121,882	180,743	189,711	90,850
10-57-130	Employee Benefits	341,159	409,096	461,731	488,178
10-57-210	Memberships, Books & Subscrip	1,677	1,530	1,529	1,700
10-57-230	Travel & Training	7,431	10,727	10,726	9,000
10-57-240	Office Supplies & Expense	1,435	1,538	1,588	2,000
10-57-245	Clothing Contract	24,547	17,183	14,831	23,000
10-57-246	Special Department Supplies	11,246	9,954	7,076	17,000
10-57-250	Vehicle Maintenance	25,095	20,300	19,535	27,000
10-57-255	Other Equipment Maintenance	4,877	10,000	8,162	10,000
10-57-280	Telephone/Internet	8,609	9,289	7,734	9,289
10-57-300	Gas, Oil & Tires	13,988	14,700	12,755	8,000
10-57-310	Professional & Technical	5,629	16,870	16,869	16,870
10-57-329	Computer Repairs	.00	33	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	6,427	6,000
10-57-649	Lease Interest/Taxes	601	24,887	.00	.00
10-57-650	Lease Payments	5,193	144,086	7,354	131,486
10-57-700	Small Equipment	3,464	16,000	15,440	5,000
10-57-750	Capital Outlay	6,651	1,022,572	1,022,571	42,120

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
Total FIRE PROTECTION:		1,598,687	2,962,591	2,852,320	2,144,985
INSPECTION SERVICES					
10-58-110	Salaries and Wages	73,112	75,806	75,212	75,546
10-58-130	Employee Benefits	36,262	36,407	32,571	29,694
10-58-210	Books, Subscrip. & Memberships	1,605	3,200	2,890	1,700
10-58-230	Travel & Training	4,402	3,500	3,403	4,500
10-58-240	SUPPLIES	91	500	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	1,020	1,300
10-58-300	Gas, Oil & Tires	943	2,000	2,401	1,000
10-58-315	PROFESSIONAL & TECHNICAL	37,041	17,500	4,494	22,650
10-58-650	Lease Payments	.00	.00	.00	5,000
10-58-700	Small Equipment	.00	800	.00	.00
Total INSPECTION SERVICES:		156,055	141,813	122,372	143,190
STREETS					
10-60-110	Salaries and Wages	209,701	217,651	215,879	228,447
10-60-112	Overtime	4,566	7,000	2,906	7,000
10-60-120	Temporary Employees	.00	.00	.00	10,605
10-60-130	Employee Benefits	91,545	98,795	105,800	102,960
10-60-210	Books, Subscrip. Memberships	716	1,500	1,115	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	2,692	4,800
10-60-248	Vehicle Maintenance	37,511	25,000	16,489	25,000
10-60-260	Building & Grounds Maintenance	7,037	10,000	6,017	10,000
10-60-270	Utilities	51,616	48,000	41,897	50,000
10-60-280	Telephone	2,714	3,500	1,823	3,500
10-60-300	Gas, Oil & Tires	19,989	23,500	25,251	20,000
10-60-310	Professional	13,816	28,990	8,911	23,000
10-60-329	Computer Repairs	.00	500	42	500
10-60-400	Class C Maintenance	49,128	80,000	85,972	100,000
10-60-480	Special Department Supplies	7,409	21,279	19,803	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	25,133	15,000
10-60-700	Small Equipment	4,358	7,000	890	7,000
10-60-725	Sidewalk Replacements	73,993	343,559	58,878	50,000
10-60-730	Street Light Maintenance	5,546	18,000	16,428	21,000
10-60-750	Capital Outlay	6,400	983,362	943,224	114,598
Total STREETS:		633,136	2,212,420	1,624,229	866,425
PARKS					
10-70-110	Salaries and Wages	190,367	219,552	206,403	219,274
10-70-112	Overtime	3,137	5,000	4,646	5,000
10-70-120	Temporary - Parks	4,780	20,600	5,549	20,600
10-70-130	Employee Benefits	129,355	169,937	177,011	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	26,595	36,500
10-70-244	Office Supplies Expense	4	1,000	533	1,000

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current 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	6,582	12,000
10-70-260	Building Maintenance	4,794	4,000	2,106	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	3,609	6,000
10-70-300	Gas, Oil & Tires	8,793	7,000	7,737	7,000
10-70-310	Professional & Technical	5,766	15,000	9,204	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	Burch Creek Park Constr	45,380	1,024,448	337,207	1,404,943
10-70-551	Parks Projects - Other	.00	.00	.00	150,000
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	5,000
10-70-700	Small Equipment	3,805	5,000	1,169	5,000
10-70-750	Capital Outlay- Parks	.00	373,365	369,196	234,000
Total PARKS:		526,080	2,181,290	1,329,237	2,427,153
RECREATION					
10-71-110	Salaries & Wages	48,961	50,761	50,033	52,960
10-71-125	Temporary - Recreation	70,066	73,610	72,505	75,819
10-71-130	Employee Benefits	37,007	40,217	43,753	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	15,581	10,000
10-71-242	Special Dept. Supplies	36,290	30,000	13,915	30,000
10-71-248	Vehicle Maintenance	70	1,000	13	1,000
10-71-250	Gym Facility Utilities/Opertns	5,647	8,000	6,599	8,000
10-71-280	Telephone/Internet	3,923	3,500	3,342	3,500
10-71-300	Gas, Oil & Tires	.00	1,000	.00	1,000
10-71-310	Professional & Technical	8,054	9,000	9,049	9,000
10-71-329	Computer Repairs	.00	500	.00	500
10-71-350	Officials Fees	26,961	22,000	24,901	22,000
10-71-700	Small Equipment	.00	4,500	.00	2,500
10-71-750	Capital Outlay	.00	2,291	2,291	159,600
Total RECREATION:		243,149	266,579	243,515	427,140
TRANSFERS					
10-80-160	Reserve for Fund Balance	.00	72,446	.00	1,277,008
10-80-169	Trans to CDRA - Hinkley	.00	.00	225,000	.00
10-80-170	Transfer Prop 1 to CPF	246,888	254,295	254,292	269,160
10-80-190	Trans Utility F/F to CPF	247,323	.00	.00	181,593
10-80-230	Trans to Capital Improv Fund	249,617	897,058	97,058	.00
10-80-235	Trans to CPF - Class 'C'	292,561	331,101	331,104	310,707
10-80-240	Transfer Class 'c' to Debt Ser	242,010	242,507	242,508	242,901
10-80-250	Transfer to Debt Service Fund	815,037	839,984	839,988	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	50,004	50,000

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
	Total TRANSFERS:	2,166,217	2,714,396	2,039,954	3,188,018
	Total Expenditure:	10,731,817	16,891,678	14,223,361	15,421,391
	GENERAL FUND Revenue Total:	11,285,801	16,891,678	15,234,746	15,421,391
	GENERAL FUND Expenditure Total:	10,731,817	16,891,678	14,223,361	15,421,391
	Net Total GENERAL FUND:	553,984	.00	1,011,385	.00

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
South Ogden Days Fund					
Revenue					
12-30-200	Sponsor Donations	18,126	22,000	13,700	22,000
12-30-225	Vendor Booth Rentals	16,375	26,000	12,500	26,000
12-30-250	Carnival Ticket Sales	6,588	6,000	6,496	6,000
12-30-260	Pickleball Registration Fees	1,220	1,500	630	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	916	1,500
12-30-325	Miscellaneous Sales & Fees	55	.00	2,267	.00
12-30-330	Mud Volleyball Fees	2,850	2,500	1,040	2,500
12-30-350	Golf Tourney Entrance Fees	7,420	4,600	4,680	4,600
12-30-400	Transfer in from General Fund	72,781	50,000	50,004	50,000
Total Revenue:		132,325	121,100	92,233	121,100
Total Revenue:		132,325	121,100	92,233	121,100
Expenditures					
12-40-112	S/O Days Overtime	11,781	12,000	11,076	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	3,468	7,000
12-40-375	Equipment Rentals	43,910	40,000	1,263	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	1,321	20,800
Total Expenditures:		120,496	121,100	18,237	121,100
Total Expenditure:		120,496	121,100	18,237	121,100
South Ogden Days Fund Revenue Total:		132,325	121,100	92,233	121,100
South Ogden Days Fund Expenditure Total:		120,496	121,100	18,237	121,100
Net Total South Ogden Days Fund:		11,828	.00	73,996	.00

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
DEBT SERVICE FUND					
REVENUE					
31-30-150	Transfer in from Class 'c'	242,010	242,507	242,508	242,901
31-30-300	Transfer From General Fund	815,037	839,984	839,988	831,759
31-30-455	Interest Earned - Trustee Acct	4,535	1,700	8,061	2,999
31-30-800	Appropriated Fund Balance	.00	1,300	.00	.00
Total REVENUE:		1,061,582	1,085,491	1,090,557	1,077,659
Total Revenue:		1,061,582	1,085,491	1,090,557	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	1,090,557	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	5,067	.00

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current 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	10,754	3,000
40-30-205	Interest Earned - Traffic I/F	331	300	2,064	300
40-30-210	Interest Earned - Park I/Fees	1,911	300	5,384	300
40-30-300	Transfer In G/F - Prop 1	246,888	254,295	254,292	269,160
40-30-400	Transfer In From General Fund	249,617	897,058	97,058	.00
40-30-450	Trans From G/F- Class 'C' Rev	292,561	331,101	331,104	310,707
40-30-500	Transfer in Util F/F - G/F	247,323	.00	.00	181,593
40-30-600	Transfer in RIF	206,680	508,800	508,125	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	800,000
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	3,085,024	1,573,957	2,136,192
Total Revenue:		6,577,887	3,085,024	1,573,957	2,136,192
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	1,301,592
40-40-157	2018-2019 Road/Sidewalk Proj	.00	1,455,974	366,947	.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	18,307	17,300
40-40-700	Traffic Impact Fee Projects	3,173	102,600	.00	17,300
40-40-850	Transfer to Retained Earnings	.00	800,750	.00	.00
Total EXPENDITURES:		5,924,726	3,085,024	1,136,256	2,136,192
Total Expenditure:		5,924,726	3,085,024	1,136,256	2,136,192
CAPITAL IMPROVEMENTS Revenue Total:		6,577,887	3,085,024	1,573,957	2,136,192
CAPITAL IMPROVEMENTS Expenditure Total:		5,924,726	3,085,024	1,136,256	2,136,192
Net Total CAPITAL IMPROVEMENTS:		653,160	.00	437,701	.00

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
WATER FUND					
REVENUE					
51-30-100	Interest	39,409	29,375	45,728	29,375
51-30-105	Interest Earned I/Fees	2,072	1,000	3,014	1,000
51-30-150	Hydrant Rentals	400-	400	200-	400
51-30-200	Water Sales	1,679,771	1,774,660	1,756,580	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	28,178	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	2,803	79,641
Total REVENUE:		1,767,127	2,551,450	1,838,405	2,122,830
Total Revenue:		1,767,127	2,551,450	1,838,405	2,122,830
EXPENDITURES					
51-40-110	Salaries and Wages	211,104	210,131	207,228	222,087
51-40-112	Overtime	9,937	12,000	7,755	12,000
51-40-130	Employee Benefits	126,399	88,896	76,866-	92,874
51-40-140	Franchise Fee	71,114	53,240	52,697	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	1,450	2,500
51-40-245	Clothing/Uniform/Equip. Allow.	3,124	4,500	1,972	4,800
51-40-248	Vehicle Maintenance	7,239	10,000	9,999	10,000
51-40-280	Telephone	3,156	6,000	3,099	6,000
51-40-290	Building Maintenance	261	7,500	426	7,500
51-40-300	Gas, Oil & Tires	4,747	10,000	5,241	10,000
51-40-310	Professional & Technical Servi	14,418	15,000	8,243	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	29,575	40,000
51-40-490	Water Sample Testing	7,516	8,000	9,576	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	4,456	26,302
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	237,084	244,457
51-40-701	Scada Upgrade	.00	150,000	18,540	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 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
51-40-970	Depreciation	156,502	194,000	156,504	194,000
51-40-980	Contingency	9,714	.00	.00	619,064
Total EXPENDITURES:		1,160,451	2,551,450	1,498,951	2,122,830
Total Expenditure:		1,160,451	2,551,450	1,498,951	2,122,830
WATER FUND Revenue Total:		1,767,127	2,551,450	1,838,405	2,122,830
WATER FUND Expenditure Total:		1,160,451	2,551,450	1,498,951	2,122,830
Net Total WATER FUND:		606,676	.00	339,454	.00

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
SANITARY SEWER					
REVENUE					
52-30-100	Interest Earned	15,583	18,500	20,326	18,500
52-30-200	Sewer Sales	1,992,562	2,069,104	2,073,489	2,159,437
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	2,100,115	2,248,350
Total Revenue:		2,015,048	2,385,660	2,100,115	2,248,350
EXPENDITURES					
52-40-110	Salaries and Wages	183,468	193,613	183,944	205,192
52-40-112	Overtime	13,461	12,500	4,769	12,000
52-40-130	Employee Benefits	108,669	139,786	193,163	146,289
52-40-140	Franchise Fee	91,169	62,073	62,205	129,567
52-40-210	Memberships	562	700	294	700
52-40-230	Traveling & 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	2,445	4,800
52-40-248	Vehicle Maintenance	2,882	5,000	1,453	5,000
52-40-280	Telephone	3,262	4,000	4,350	4,000
52-40-290	Building Maintenance	491	5,000	70	5,000
52-40-300	Gas, Oil & Tires	3,544	3,500	5,231	4,000
52-40-310	Professional & Technical	3,845	12,500	3,078	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	3,480	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	256,308	248,852
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	122,460	128,000
52-40-980	Sewer Contingency	7,175	.00	9,885	124,303
Total EXPENDITURES:		1,887,670	2,385,660	2,365,314	2,248,350
Total Expenditure:		1,887,670	2,385,660	2,365,314	2,248,350
SANITARY SEWER Revenue Total:		2,015,048	2,385,660	2,100,115	2,248,350
SANITARY SEWER Expenditure Total:		1,887,670	2,385,660	2,365,314	2,248,350
Net Total SANITARY SEWER:		127,378	.00	265,199	.00

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
STORM DRAIN FUND					
REVENUE					
53-30-100	Interest	9,240	5,000	22,471	7,500
53-30-105	Interest Earned I/Fees	2,299	1,500	9,917	1,500
53-30-200	Storm Drain Revenue	981,675	1,091,584	1,107,251	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	1,192,485	1,172,163
Total Revenue:		1,291,687	1,989,585	1,192,485	1,172,163
EXPENDITURES					
53-40-110	Salaries and Wages	166,976	225,620	207,542	237,386
53-40-112	Overtime	2,667	11,000	6,647	11,000
53-40-130	Employee Benefits	97,401	148,059	241,236	134,518
53-40-140	Franchise Fee	47,244	32,748	33,218	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	1,554	6,000
53-40-248	Vehicle Maintenance	870	6,000	2,841	6,000
53-40-280	Telephone	1,187	2,500	1,600	2,500
53-40-290	Building Maintence	2,324	5,000	28	10,000
53-40-300	Gas, Oil & Tires	4,240	6,500	9,842	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 Service	.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	3,474	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	144,396	137,981
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	28,707	.00
53-40-750	Capital Outlay	.00	72,715	75,432	.00
53-40-970	Depreciation	56,062	104,000	56,100	104,000
53-40-980	Contingency	24,157	.00	.00	339,638
53-40-981	Impact Fee Projects	4,207	18,500	3,455	18,500
Total EXPENDITURES:		633,818	1,989,585	1,008,803	1,172,163
Total Expenditure:		633,818	1,989,585	1,008,803	1,172,163
STORM DRAIN FUND Revenue Total:		1,291,687	1,989,585	1,192,485	1,172,163
STORM DRAIN FUND Expenditure Total:		633,818	1,989,585	1,008,803	1,172,163

[illegible]

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
GARBAGE FUND					
REVENUE					
54-30-100	Interest Earned	6,782	3,500	8,947	3,500
54-30-200	Garbage Fees	638,496	636,480	664,649	668,304
54-30-205	Recycling Fees	201,945	205,555	208,674	215,832
54-30-850	Misc. Rental	920	500	2,570	1,000
54-30-885	Lease Financing	.00	.00	.00	74,300
54-30-890	Appropriate Fund Balance	.00	33,196	.00	78,040
54-30-925	Misc. Revenue	358	.00	100	.00
Total REVENUE:		848,501	879,231	884,940	1,040,976
Total Revenue:		848,501	879,231	884,940	1,040,976
EXPENDITURES					
54-40-140	Franchise Fee	37,796	25,261	26,200	53,047
54-40-240	Office Splies	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 Svc.	432,735	444,000	406,452	468,000
54-40-425	Recycled Earth Contract	21,511	28,054	24,815	26,400
54-40-430	Tipping Fees	222,566	203,717	218,562	222,000
54-40-440	Additional Cleanups	6,025	7,400	8,078	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	2,640	.00	7,500
54-40-650	Lease Payments	.00	.00	.00	16,317
54-40-680	Charge for Services - G/F	113,172	117,999	117,996	120,712
54-40-750	Capital Outlay	.00	4,860	.00	74,300
54-40-970	Depreciation	5,585	6,500	5,604	6,500
Total EXPENDITURES:		863,864	879,231	820,785	1,040,976
Total Expenditure:		863,864	879,231	820,785	1,040,976
GARBAGE FUND Revenue Total:		848,501	879,231	884,940	1,040,976
GARBAGE FUND Expenditure Total:		863,864	879,231	820,785	1,040,976
Net Total GARBAGE FUND:		15,363-	.00	64,155	.00

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
ROAD IMPROVEMENT FEE FUND					
REVENUE					
55-30-200	Road Improvement Fees	253,360	508,800	514,262	537,132
Total REVENUE:		253,360	508,800	514,262	537,132
Total Revenue:		253,360	508,800	514,262	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	508,125	537,132
Total EXPENDITURES:		207,899	508,800	508,125	537,132
Total Expenditure:		207,899	508,800	508,125	537,132
ROAD IMPROVEMENT FEE FUND Revenue Total:		253,360	508,800	514,262	537,132
ROAD IMPROVEMENT FEE FUND Expenditure Total:		207,899	508,800	508,125	537,132
Net Total ROAD IMPROVEMENT FEE FUND:		45,461	.00	6,137	.00

Account Number	Account Title	2017-18 Prior year 2 Actual	2018-19 Prior year Budget	2018-19 Prior year Actual	2019-20 Current year Budget
AMBULANCE FUND					
REVENUE					
58-30-100	Interest Earned	.00	.00	19	20
58-30-201	Ambulance Fees - S/O - DPS	486,599	518,091	441,765	486,599
58-30-210	Miscellaneous Revenue	11,194	10,269	10,420	7,200
58-30-870	Transfer from General Fund	.00	27,005	.00	24,890
58-30-890	Appropriate Fund Balance	.00	148,890	.00	.00
Total REVENUE:		497,793	704,255	452,204	518,709
Total Revenue:		497,793	704,255	452,204	518,709
EXPENDITURES					
58-40-110	Salaries and Wages	203,653	218,143	218,870	116,659
58-40-111	Part Time Wages	48,474	40,263	37,937	20,075
58-40-112	Overtime	30,471	44,686	47,428	10,095
58-40-130	Employee Benefits	90,863	103,709	114,996	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	218	750
58-40-245	Uniform Allowance	3,850	3,850	3,194	3,850
58-40-248	Vehicle Maintenance	21,190	6,329	4,160	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	17,351	19,000
58-40-280	Telephone	109	442	466	750
58-40-300	Gas, Oil & Tires	7,635	8,300	8,579	6,500
58-40-310	Professional & Technical	48,557	52,421	52,421	48,214
58-40-312	PMA Fees	60,071	65,793	46,192	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	240	3,095
58-40-490	Disposable Medical Supplies	25,536	27,000	21,820	27,000
58-40-680	Charge for Services - G/F	67,584	65,470	65,472	57,531
58-40-700	Small Equipment	749	3,055	953	.00
58-40-970	Depreciation	25,095	28,000	25,104	28,000
58-40-980	Retained Earnings	.00	.00	.00	25,053
Total EXPENDITURES:		656,914	704,255	669,958	518,709
Total Expenditure:		656,914	704,255	669,958	518,709
AMBULANCE FUND Revenue Total:		497,793	704,255	452,204	518,709
AMBULANCE FUND Expenditure Total:		656,914	704,255	669,958	518,709
Net Total AMBULANCE FUND:		159,121-	.00	217,754-	.00
Net Grand Totals:		2,481,908	.00	1,638,622	.00

RESOLUTION NO. 19-48

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF INTERLOCAL AGREEMENT BETWEEN SOUTH OGDEN CITY AND WEBER COUNTY, WHEREIN WEBER COUNTY WILL PROVIDE RAMP FUNDING FOR THE CITY'S BURCH CREEK PARK DEVELOPMENT EFFORTS; 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 the State of Utah; and,

WHEREAS, the City Council finds that 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, the City Council finds that under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., 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, the City Council finds that 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, the City Council finds that in conformance with UC §11-13-1, the City may enter into Interlocal Cooperation Agreements; and,

WHEREAS, the City Council finds that Weber County has the ability, and is willing, to provide RAMP funding for the City's Burch Creek Park development efforts and to provide those and other related services on behalf of the City in a manner that is beneficial to the City (the "Agreements"); 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 effectively moving the City's Burch Creek Park development efforts forward; and,

WHEREAS, the City Council finds it will be beneficial to the City to enter a contractual relationship with Weber County 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 Governing Body of South Ogden City, State of Utah, authorizes entry into the "**Recreation, Arts, Museums, and Parks (RAMP) Funding Agreement Between Weber County and South Ogden City**", as set out in **Attachment "A"** attached, and by this reference fully incorporated herein; and authorizes the City Manager to resolve and negotiate any remaining details and matters to give full effect to the desire and intention of the Governing Body in entering into this Agreement; and to sign all contracts, agreements, or other documents necessary to consummate said agreements; and, authorizes the City Recorder to sign any documents as required attesting to the fact that the City Manager has been duly authorized to sign such arrangements on behalf of 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 heretofore been adopted by the City, 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 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed 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 City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 20th day of August, 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 20th day of August, 2019.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 19-48

A Resolution Approving And Authorizing The Execution Of Interlocal Agreement Between South Ogden City And Weber County, Wherein Weber County Will Provide RAMP Funding For The City's Burch Creek Park Development Efforts; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

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20 Aug 19

**RECREATION, ARTS, MUSEUMS AND PARKS
(RAMP) FUNDING AGREEMENT BETWEEN WEBER
COUNTY and SOUTH OGDEN CITY**

THIS AGREEMENT is entered into and made effective the _____ day of _____ 2019, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and South Ogden City, located at 7205 N. 550 E., N. Ogden, UT 84414, hereinafter referred to as "RECIPIENT."

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "RAMP Tax" Title 34 Chapter 6, Weber County Ordinances; and

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the RAMP funds (hereinafter "Funds") pursuant to state statute, county ordinance, and RAMP policies;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions contained in this Agreement, the parties agree as follows:

**SECTION ONE
RAMP FUND REQUIREMENTS**

- 1.1** A. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701, et. seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- B. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, and bad debt expense.
- C. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2020, or within 60 days of the project completion, whichever occurs sooner. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2020, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.

- D. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to all playbills, brochures, advertisements, flyers, banners and newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.
- E. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.
- F. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.
- G. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Weber County. RECIPIENT further agrees to inform the COUNTY'S Representative, named hereafter, of such an event and shall provide tickets to the event, without charge, in a number requested by said Representative. Utah Code Ann.§ 59-12-705; Weber County Code§ 34-6-9.
- H. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Officers' and Employees' Ethics Act. Utah Code Ann.§ 67-16-1, et. seq.
- I. RECIPIENT agrees to comply with the applicable provisions of the Utah Open and Public Meetings Act (Utah Code Ann.§ 52-4-1 et. seq.), whenever discussing RAMP funds.

SECTION TWO USE OF FUNDS

- 2.1** All expenditures of Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by the COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, the COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/ or causes of action available to COUNTY. Further, COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds received.
- 2.2** If RECIPIENT determines for any reason not to use the Funds specified in its funding application and as approved in this Agreement during the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/ events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/ function.

- 2.3** If RECIPIENT fails to use its Fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/ events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

SECTION THREE CONSIDERATION

- 3.1** Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 34 Chapter 6 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for Funds as follows:

Burch Creek Park\$450,000

SECTION FOUR EFFECTIVE DATE

- 4.1** This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2020 or within sixty (60) days of the project completion, whichever occurs earlier.

SECTION FIVE AUDIT

- 5.1** COUNTY reserves the right to audit the use of the RAMP Funds and the accounting for the use of Funds received by RECIPIENT under this Agreement. If such audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.

SECTION SIX MAINTENANCE AND AVAILABILITY OF RECORDS

- 6.1** RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY during regular business hours upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a manner and form approved by the Weber County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. Utah Code Ann. § 63G-2-101 et. seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as

it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

SECTION SEVEN ASSIGNMENT OR TRANSFER OF FUNDS

- 7.1** It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

SECTION EIGHT INDEPENDENT AGENCY

- 8.1** It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents, or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents, or employees. The parties agree that the Funds provided to RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S application for Funds and in this Agreement, COUNTY shall, [after providing RECIPIENT with an appropriate hearing to determine the nature and extent of purported violations](#), have the rights provided it under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

SECTION NINE INDEMNIFICATION

- 9.1** RECIPIENT agrees to indemnify, defend, and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of this Agreement, or, if not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.
- 9.2** COUNTY agrees to indemnify and hold harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.
- 9.3** COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the Utah Governmental Immunity Act (Utah code Ann. § 63G-7-1 et seq.,) does not, by the provisions of this paragraph, or any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

SECTION TEN INSURANCE

10.1 RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage required is as follows:

- A. General Liability.** Comprehensive general liability insurance (including contractual liability coverage) protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the parties during the parties' relationship engendered by the grant of Funds under this Agreement. Such period of time shall be the term of this Agreement, or if the Funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the parties shall be extended until such time as all said Funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than ONE MILLION (\$1,000,000) per occurrence with a TWO MILLION (\$2,000,000) general policy aggregate. This policy shall be primary and non-contributory to any other policy(ies) or coverage available to County, whether such coverage be primary, contributing, or excess.
- B. Workers Compensation.** Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.
- C. Waiver of Insurance.** In certain cases the COUNTY may waive the insurance requirement due to the size of the award or the nature of the RECIPIENT. If the insurance requirement is waived, the COUNTY will initial this paragraph:_____
- D. Certificate of Insurance.** RECIPIENT shall provide a certificate of all insurances to the COUNTY Representative.

SECTION ELEVEN MISCELLANEOUS

11.1 **Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:

- A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board (Exhibit 1);
- B. Certificate of Insurance as specified in Section Ten unless otherwise waived.

11.2 **Amendments.** This Agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.

- 11.3** **Authorization.** The individuals signing this Agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 11.4** **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 11.5** **Compliance with Laws.** During the time the RECIPIENT is expending the Funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to: laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.
- 11.6** **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 11.7** **County Representative.** COUNTY hereby appoints Shelly Halacy, or her designee, as the COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary, for RECIPIENT'S performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees, or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.
- 11.8** **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.
- 11.9** **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent for either party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties in accordance with Section 11.2.
- 11.10** **Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.
- 11.11** **Interpretation.** The entire agreement among the parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, Utah Code Ann. 1953, as amended; and Title 34 Chapter 6, Weber County Ordinances, as amended.

11.12 No Officer or Employee Interest. It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation and the funding decision.

11.13 Termination. The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall, after providing RECIPIENT with an appropriate hearing to determine the nature and extent of purported violations, terminate by delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Following the hearing and upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year recited above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By_Scott Jenkins, Chair

Commissioner Froerer voted	_____
Commissioner Harvey voted	_____
Commissioner Jenkins voted	_____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/ Auditor

RECIPIENT

By_____

Title _____

STATE OF UTAH

COUNTY OF WEBER

On the____ day of_____, 2019, personally appeared before me_____ who being by me duly sworn did say that she/he is the_ of the South Ogden City, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said person acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

STAFF REPORT



SUBJECT: 2019 Street Maintenance Project
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: August 20, 2019

RECOMMENDATION

City staff recommends an agreement for 2019 Street Maintenance Project be approved with Staker & Parson Compaines. Staker & Parsons has completed many projects for the City in past years at a very high quality of work.

BACKGROUND

The Mayor & City Council's strategic plan for the current year has a goal to complete \$1,300,000.00 of road maintenance and improvement projects. The 2019 Street Maintenance project will accomplish some of that goal. It will include approximately 15 City blocks of edgemill and a 2" overlay with fabric to various roads throughout the City. This type of treatment will improve the roads along with the life of the road. The work will be completed during the month of September 2019.

ANALYSIS

Bids were requested for a 2019 Street Maintenance project for South Ogden City. Four qualified contractors submitted bids to South Ogden City. The results are as follows:

1- Staker & Parsons Companies	\$558,444.00
2- Granite Construction	\$585,600.00
3- Advance Paving & Construction	\$618,815.00
4- Post Construction	\$629,979.00

SIGNIFICANT IMPACTS

Impact of \$558,444.00 to the 2019/2020 Road/Sidewalk projects budget. It has been included in the budget.

ATTACHMENTS

Recommendation Letter

Resolution No. 19-49

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH STAKER AND PARSON FOR 2019 STREET MAINTENANCE PROJECTS, 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 2019 Street Maintenance Projects needs within the city; and,

WHEREAS, the City Council finds that the city staff recommends that the city contract with Staker and Parson for the installation and completion of 2019 Street Maintenance Projects; and,

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

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

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

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

SECTION II - CONTRACT AUTHORIZED

That The "**Contract Agreement**" For The 2019 Street Maintenance Projects, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 15th day of August, 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 15th day of August, 2019.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 19-49

Resolution Of South Ogden City Approving An Agreement With Staker And Parson For 2019
Street Maintenance Projects, And Providing That This Resolution Shall Become Effective
Immediately Upon Posting And Final Passage.

20 Aug 19

CONTRACT AGREEMENT

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

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

ARTICLE 1 - WORK

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

The work consists of the following work in existing City streets: edge-milling and overlaying over 40,775 s.y. of existing pavement, pre-lowering and raising existing manholes and valves and all other items required to complete the Work as specified in the contract documents.

ARTICLE 2 - THE PROJECT

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

2019 STREET MAINTENANCE PROJECT

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* The Work specified in the Contract Documents shall be completed by November 15, 2019; however South Ogden City Standards must be complied with.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for completion until the Work is accepted.

ARTICLE 5 - CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Edge Mill a 10-Foot Width (7" min.) Along Existing Curb. Taper from a 0" Depth to 1-3/4" Depth. Remove and Dispose of Cuttings:	20,500	S.Y.	\$1.35	\$27,675.00
2	Pre-Lower Existing Manhole Ring and Cover:	36	Each	\$302.60	\$10,893.60
3	Pre-Lower Existing Valve Box:	22	Each	\$265.50	\$5,841.00
4	Pre-Lower Existing Survey Monument:	10	Each	\$292.00	\$2,920.00
5	Raise Existing Manhole Ring and Cover and Construct Concrete Collar:	36	Each	\$398.20	\$14,335.20
6	Raise Existing Valve Box and Construct Concrete Collar:	22	Each	\$308.00	\$6,776.00
7	Raise Existing Survey Monument and Construct Concrete Collar:	10	Each	\$345.07	\$3,450.70
8	Repair "Break Through" Areas (6" H.M.A.):	5,000	S.Y.	\$25.75	\$128,750.00
9	Furnish and Install a 2" Thickness Bituminous Surface Course Overlay:	4,275	Tons	\$57.90	\$247,522.50
10	Furnish & Install Asphalt Leveling Course:	800	Tons	\$71.35	\$57,080.00
11	Furnish & Install Geotextile Overlay Fabric w/Tack Coat:	38,000	S.Y.	\$1.40	\$53,200.00

TOTAL OF ALL UNIT PRICES FIVE HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS AND 00/100 (\$558,444.00).

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

ARTICLE 6 - PAYMENT PROCEDURES

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

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

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below

but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

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

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

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

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Bid Bonds;
5. Engineering General Conditions noted as EJCDC No. 1910-8;
6. Supplementary Conditions;
7. Specifications as listed in the table of contents of the Project Manual;
8. Bid Form;
9. Drawings as listed in the table of contents of the Project Manual;
10. Addenda No. 1;
11. Exhibits this Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by the CONTRACTOR prior to the Notice of Award;
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Written Amendments;
 - Work Change Directives;
 - Change Order(s).

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

otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

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

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

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

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

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

This Agreement will be effective on _____, 2019 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

STAKER PARSON COMPANIES

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

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

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____