



TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: October 01, 2019 Council Meeting

WORK SESSION

- **Opportunity Zones** – At the request of council members Orr and Stewart, I've asked Benj Becker with Zions Bank to come provide a 30 minute overview of Opportunity Zones. I've included in your packet (click [here](#)) a copy of the flyer I had prepared to help educate developers and the public better understand how the federal Opportunity Zone program works to help infuse new capital investment into lower income areas across the country. The map below, pulled from WFRC's website (<https://tinyurl.com/y5tg35du>), shows the

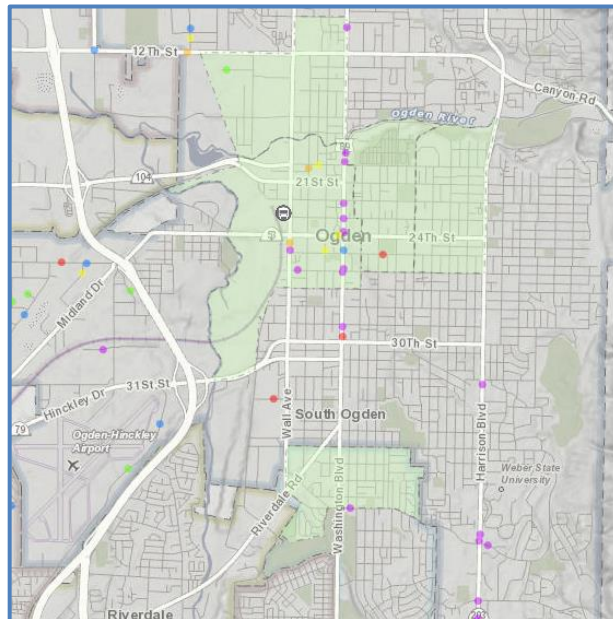


Figure 1 - Qualifying Census Tracts in Weber County

Opportunity Zones census tracts that were selected to be a part of the program in Weber County. The census tract in South Ogden is the only one in Weber County that is not in Ogden City. Having this area designated as an Opportunity Zone is a significant thing and

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O 801-622-2702

F 801-622-2713

3950 Adams Ave. Suite 1

South Ogden City, UT 84403

SouthOgdenCity.com

allows the city to have another tool in our economic development tool box to help us in our redevelopment efforts along Riverdale Rd., Washington Blvd. and the surrounding area. For a more detailed explanation of how the Opportunity Zones Program works, please review the flyer I've included with this packet ([click here](#)).

- **Lime Scooters.** Mackenzie Viau, Operations Manager, with Lime Scooters and Eric Isom with lobbying firm MIB Partners, have been invited to take 30 minutes of the council's work session to review how Lime is working with Ogden and other cities in Utah to help solve some of the state's transportation deficiencies and provide recreational opportunities in the more urbanized areas. They will have a few scooters here for anyone interested in giving them a spin and trying them out first hand. Their desire would be, like with Ogden City, South Ogden enters into an agreement to allow the placement of scooters in desirable locations throughout South Ogden for a 90-day trial and evaluation period. They have provided me and Mayor Porter a copy of their agreement with Ogden. If the council is supportive of moving forward with an agreement with Lime, we'll work with Mr. Bradshaw in the drafting of an agreement that will come before the council for approval.

DISCUSSION/ACTION ITEMS

- **Resolution 19-52 – Approving an agreement with ArchiveSocial.** In order to be compliant with GRAMA rules and regulations, it has come time for the city to have the ability to archive and retrieve records requests related to all of our social media posts. This would include our city website, Facebook and Twitter. The term of the agreement is twelve months and will cost the city \$4,788.00.
- **Resolution 19-53 – Approving an agreement with IWorQ for Building Inspections Program Module.** The city currently utilizes IWorQ to help manage and track our work orders. This agreement adds a Building Inspections Module to be added to our existing service agreement with IWorQ. With this new module, our permitting and inspection processes will all be able to occur electronically. Applications for building permits will now be able to start through the city's website, where applicants can fill out applications and pay for them. Once submitted through IWorQ, staff will then be able to review and approve and document inspections, etc. from any electronic device – whether in the office or out in the field (with iPads). Selection of the IWorQ's module comes following staff's review of several other building inspection programs. This agreement will add \$2,750 to the city's annual service contract with IWorQ.
- **Resolution 19-54 – Approving an agreement with Landmark Design for construction management of Burch Creek Park Project.** This agreement is for construction management of the Burch Creek Park project. Landmark Design will oversee the Hogan Construction contract, attend all project meetings, conduct regular field inspections, and insure the park is constructed according to plans and the city's desires. The cost of for this contract is \$59,585 and was included as a part of the "City Direct Costs" in the Burch Creek project budget.

- ***Resolution 19-55 – Approving an agreement with Zions Bank for Financial Advisory Services.***
This agreement is with Zions Bank and is for Financial Advisory Services for the City's bond refunding and the new Burch Creek Park bond. The agreement is that the city will pay Zions Bank \$2.70 per \$1,000 of proceeds delivered with a minimum of \$20,000.



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

TUESDAY, OCTOBER 1, 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, October 1, 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

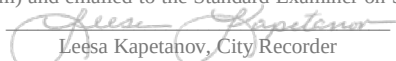
III. DISCUSSION ITEMS

- A. Presentation on Opportunity Zones – Benj Becker, Zion's Bank**
- B. Presentation/Discussion on Lime Scooters- Mackenzie Viau, Lime Utah Operations Manager**

IV. ADJOURN

Posted to the State of Utah Website September 27, 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 September 27, 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.

Opportunity Zones



Welcome to South Ogden City and thanks for taking an interest in learning about the city's willingness to be an active participant in helping to maximize the benefits of redevelopment in South Ogden, both for the city and investors.

This brochure has been designed to help investors understand how to take advantage of federal investment incentives within designated Opportunity Zones in South Ogden.

For additional information regarding developing within South Ogden or the Opportunity Zones program please contact Matt Dixon, City Manager, at 801.622.2707 or at mdixon@southogdencity.com.

Sincerely,

Russ Porter

Mayor



Opportunity Zone

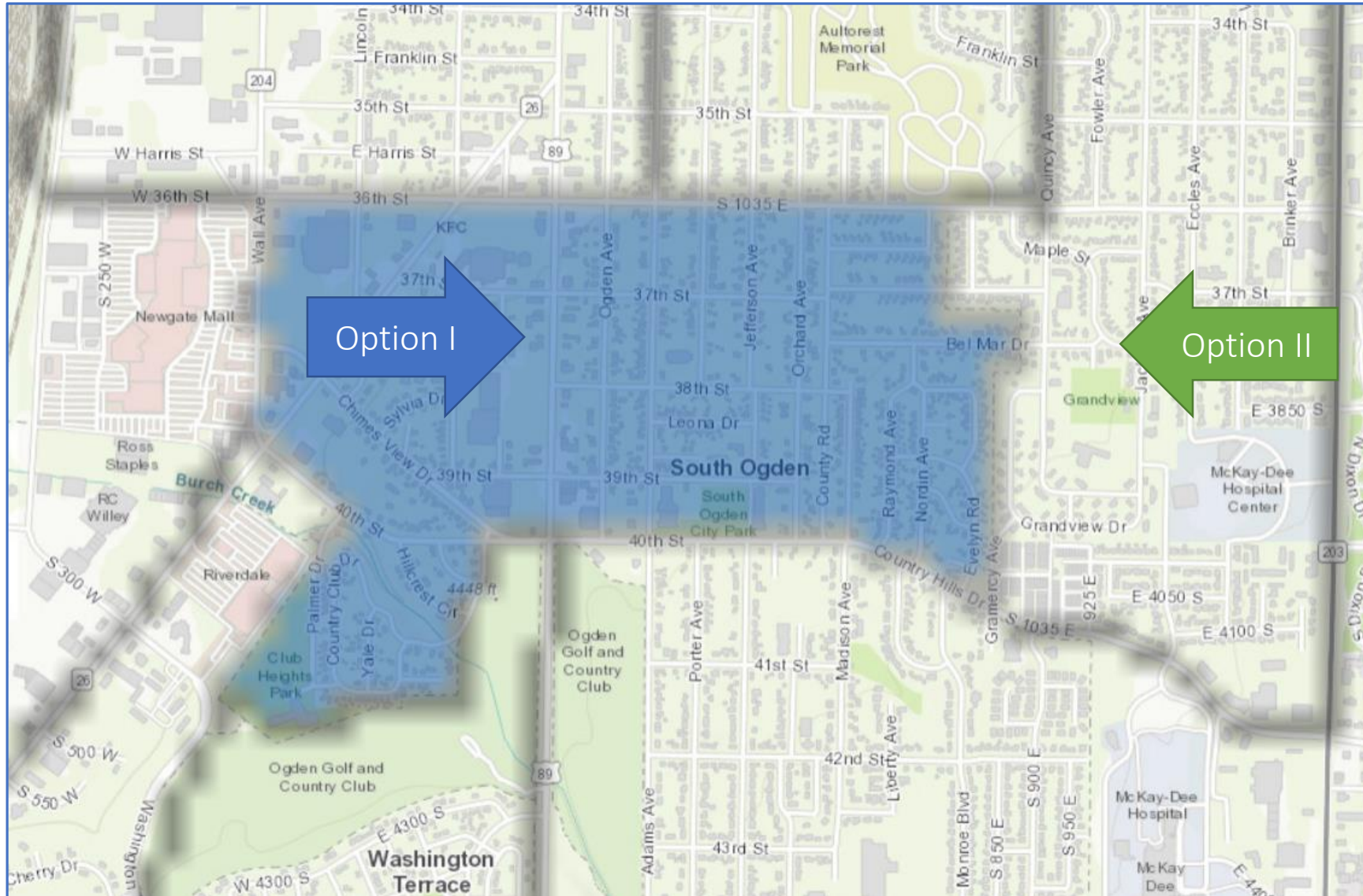
Definition – an economically distressed area where new investments, under select conditions, may be eligible for preferential tax treatment through an established opportunity fund – U.S. Treasury

Purpose & Intent – an economic development tool – to spur economic growth and job creation in distressed communities by providing tax benefits to investors - U.S. Treasury

General Tax Provisions:

- 1) **Temporary deferral** of capital gains taxes until 2026 by allowing investors to put and keep unrealized gains in an opportunity fund
- 2) A **ten percent reduction** on deferred taxes on capital gains if the opportunity fund is held for five years, and **another five percent reduction** if held for seven years
- 3) A **complete tax exemption** on capital gains on investments made through the opportunity fund as long as the investor holds the investment for ten years





South Ogden Opportunity Zone Example



Opportunity Zones | Utah



- \$10,000,000 roll of capital gains into an opportunity fund
- Capital gains tax is not required until year 7 following rollover
 - Capital gains following 15% opportunity zone adjustment = \$1,700,000
- New investment is sold in ten years
 - New value = \$20,000,000
 - New capital gains taxes = \$0
- Total capital gains = \$1,700,000



- \$10,000,000 roll of capital gains into a NON opportunity zone area
 - Immediate capital gains tax = \$2,000,000
- New investment is sold in ten years
 - New value = \$20,000,000
 - New capital gains taxes = \$2,000,000
- Total capital gains = \$4,000,000

Difference = \$2,300,000 (not including state capital gains taxes and additional benefits from gains on debt!)



Opportunity Zones | Utah

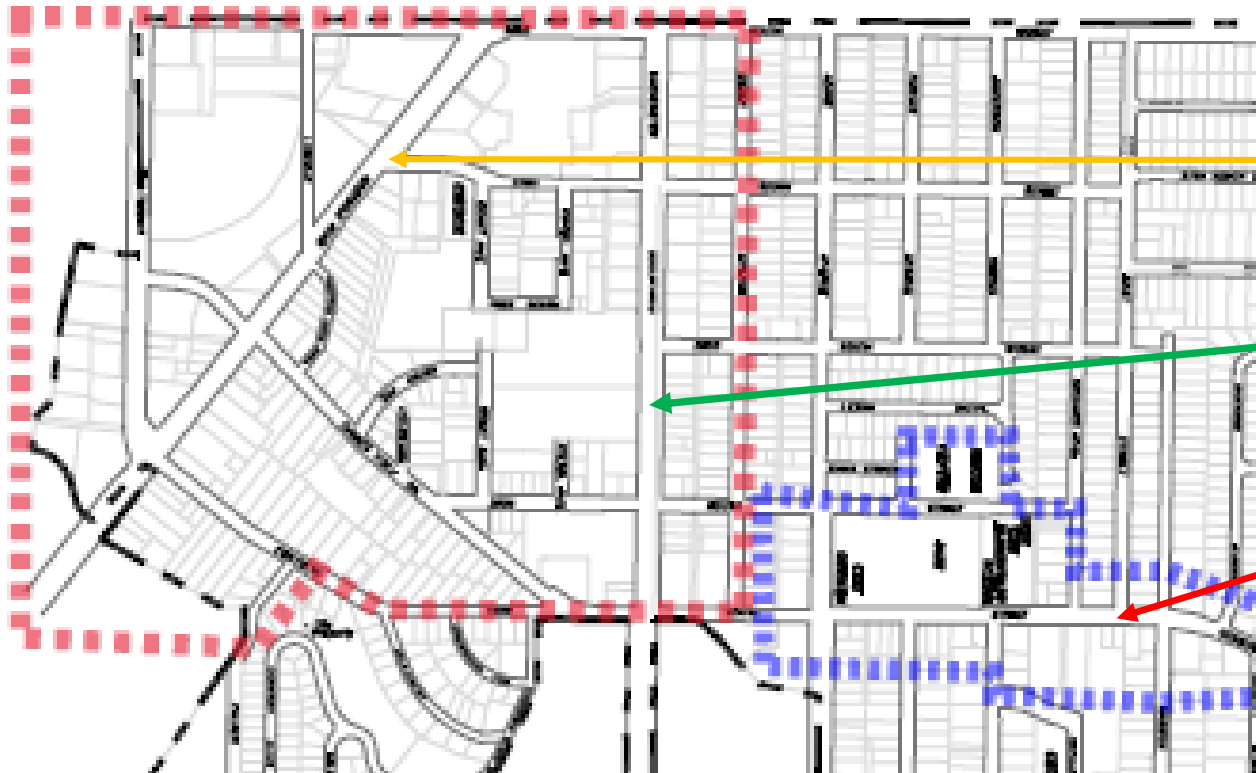


- All else equal, a developer/investor has \$2,300,000 in additional value incentives to develop/invest in an Opportunity Zone (per the previous example)
 - To attract tenants, the financial advantage could be partially utilized by providing superior construction to competitive sites
 - A reduced initial rent (or more tenant incentives) could be offered to be competitive to other, non-Opportunity Zone sites
- Tenants can also invest in the Opportunity Zone and receive similar savings for job expansion and business growth



- All else equal, sites not in Opportunity Zones will be less competitive for investment dollars

South Ogden CRA Survey Areas within the Opportunity Zone



Riverdale Road

Washington Blvd.

40th Street

Steps South Ogden will take to Capitalize on Opportunity Zones

- Create CRA's to provide additional incentives
- Educate property owners on the advantages of an opportunity zone
- Have zoning and plans in place that allow for ready development processes at the densities and use types that are desired by the city and development community
- Market to investors the development options and incentives that are possible and *ready* within the Opportunity Zones
- Market to potential tenants the advantages of an Opportunity Zone





NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, OCTOBER 1, 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, October 1, 2019, beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the council may be joining the meeting electronically.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

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

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

III. RESPONSE TO PUBLIC COMMENT

IV. RECOGNITION OF SCOUTS AND STUDENTS

V. CONSENT AGENDA

- A. Approval of September 17, 2019 Council Minutes
- B. Declaring Certain Property as Surplus to the City's Needs
- C. Approval of Proclamation Declaring October 1, 2019 as German American Partnership Program (GAPP) Day in South Ogden City, Utah

VI. DISCUSSION / ACTION ITEMS

- A.** Consideration of **Resolution 19-52** – Approving an Agreement With ArchiveSocial for Social Media and Website Archiving
- B.** Consideration of **Resolution 19-53** – Approving an Agreement With iWorQ for a Building Inspections Program Module
- C.** Consideration of **Resolution 19-54** – Approving an Agreement With Landmark Design to Oversee Burch Creek Park Project
- D.** Consideration of **Resolution 19-55** – Approving an Agreement with Zion’s Bank for Financial Advisory Services

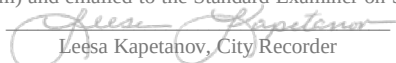
VII. REPORTS/DIRECTION TO CITY MANAGER

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

VIII. ADJOURN

Posted to the State of Utah Website September 27, 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 September 27, 2019. Copies were also delivered to each member of the governing body.


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, SEPTEMBER 17, 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, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, and Recorder Leesa Kapetanov

CITIZENS PRESENT

No one else attended this meeting

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

http://www.southogdencity.com/document_center/Sound%20Files/CC190917_1706.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 Hensley so moved, followed by a second from Council Member Stewart. Council Members Orr, Strate, Hensley, and Stewart all voted aye.

Note: Council Member Howard was not present for this vote. He joined the meeting at 5:14 pm.

II. REVIEW OF AGENDA

Questions about agenda items 00:00:23

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37 **III. DISCUSSION ITEMS**
38 A. South Ogden Days 2019 Debrief
39 • Overview/discussion of recent South Ogden Days
40 00:03:30 Ms. Herrick had prepared a visual presentation. See
41 Attachment A
42
43
44
45 **IV. ADJOURN**
46 At 5:52 pm Mayor Porter called for a motion to adjourn the work session.
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48 **Council Member Hensley so moved, followed by a second from Council Member Strate. The**
49 **voice vote was unanimous in favor of the motion.**
50 00:45:13
51

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, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, and Recorder Leesa Kapetanov

CITIZENS PRESENT

Bryana Collard, Len Bomba, Shannon Larsen, James Taylor, Kelli Taylor, Wesley Stewart, Bruce & Joyce Hartman

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/CC190917_1802.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 6:03 pm and called for a motion to convene.

00:00:00

Council Member Hensley so moved. Council Member Howard 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 Howard led the Pledge of Allegiance.

II. PUBLIC COMMENTS

Len Bomba - 00:01:13

Bryanna Collard 00:04:28

Wesley Stewart- 00:08:19

Note: Both Mr. Bomba and Mr. Stewart had handouts for the Council. See Attachment B.

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97 **III. RESPONSE TO PUBLIC COMMENT**

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00:13:06

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

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No scouts or students were present at this meeting.

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105 **V. CONSENT AGENDA**

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A. Approval of August 20, 2019 Council Meeting and August 27, 2019 Special City Council Meeting Minutes

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B. Approval of Beer License for 'The Horse' Located at 3611 Washington Boulevard

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C. Approval of Regency at Crossroads Subdivision Lot 9 Amendment

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- Mayor Porter read through the consent agenda and asked if there were any questions. Seeing none he called for a motion.

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00:19:02

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

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118 **VI. DISCUSSION /ACTION ITEMS**

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A. Approval of Ordinance 19-11 – Approving an Utility Easement for Rocky Mountain Power in Club Heights Park for AT&T Cell Tower

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- Staff overview 00:19:42

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- Council discussion 00:21:49

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- Motion 00:24:43

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Council Member Hensley moved to adopt Ordinance 19-11. Council Member Strate seconded the motion. Mayor Porter asked if there was any more discussion. The mayor then called the vote:

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Council Member Orr - Yes

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Council Member Strate - Yes

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Council Member Hensley - Yes

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Council Member Stewart - Yes

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Council Member Howard - Yes

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The motion stood.

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REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Howard- Nothing to report
- Council Member Orr- 00:25:20
- Council Member Hensley - Nothing to report
- Council Member Stewart - 00:32:09
- Council Member Strate - 00:35:16

B. City Manager: 00:36:22

C. City Attorney: Not present

E. Mayor 00:42:58

ADJOURN

- Mayor Porter called for a motion to adjourn
00:45:51

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

The meeting adjourned at 6:49 pm.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council Work Session and Council Meeting held Tuesday, September 17, 2019.

Jeese Kapetanov
Kapetanov, City Recorder

_____Leesa
Date Approved by the City Council

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ATTACHMENT A

Presentation by Special Events Coordinator Ember Herrick



South Ogden Days Festival

2019

20th Anniversary Annual Report



Festival New Events & Highlights

- * **Spikeball Tournament 6 teams participated**
- * **Stunt Jump vendor**
- * **Inflatable Vendor**
- * **Spartan Challenge 83 participants**
- * **New layout utilizing entire Friendship Park**
- * **Addition of 5 food and 15 non-food vendors**



Concert & Fireworks

RYAN SHUPE
& THE RubberBand

*Cost savings over 2018 \$8,000



Photo taken by Councilmember Sallee Orr



Spartan Challenge Adventure



Zeus's Mt. Olympus Climb



Siren's Shark Pool



Hydra's Hideout AX & Arrow Shoot



Medusa's Mud Pit Treasure Hunt



Event Summary

- *\$3 paying participants
- *Actual cost \$10,883
- *Prizes donated \$970.80



South Ogden Days Budget



Largest Budget Costs 2019:

- * Concert and Fireworks \$33,950**
- * Staff overtime \$11,075.62**
- * Vendor support \$13,068.05**
- *Bottom Line in the black \$48.23**

“ The estimated number of people in the park was estimated around 20,000. The count was much lower than that. It felt like the same people visited the booth both days, except for right before the concert. That was a little disappointing. ”

**19/94 Vendors & 3/31 Sponsors
Responded to our 2019 email survey**

Survey Results and Staff Feedback



Feedback & Questions

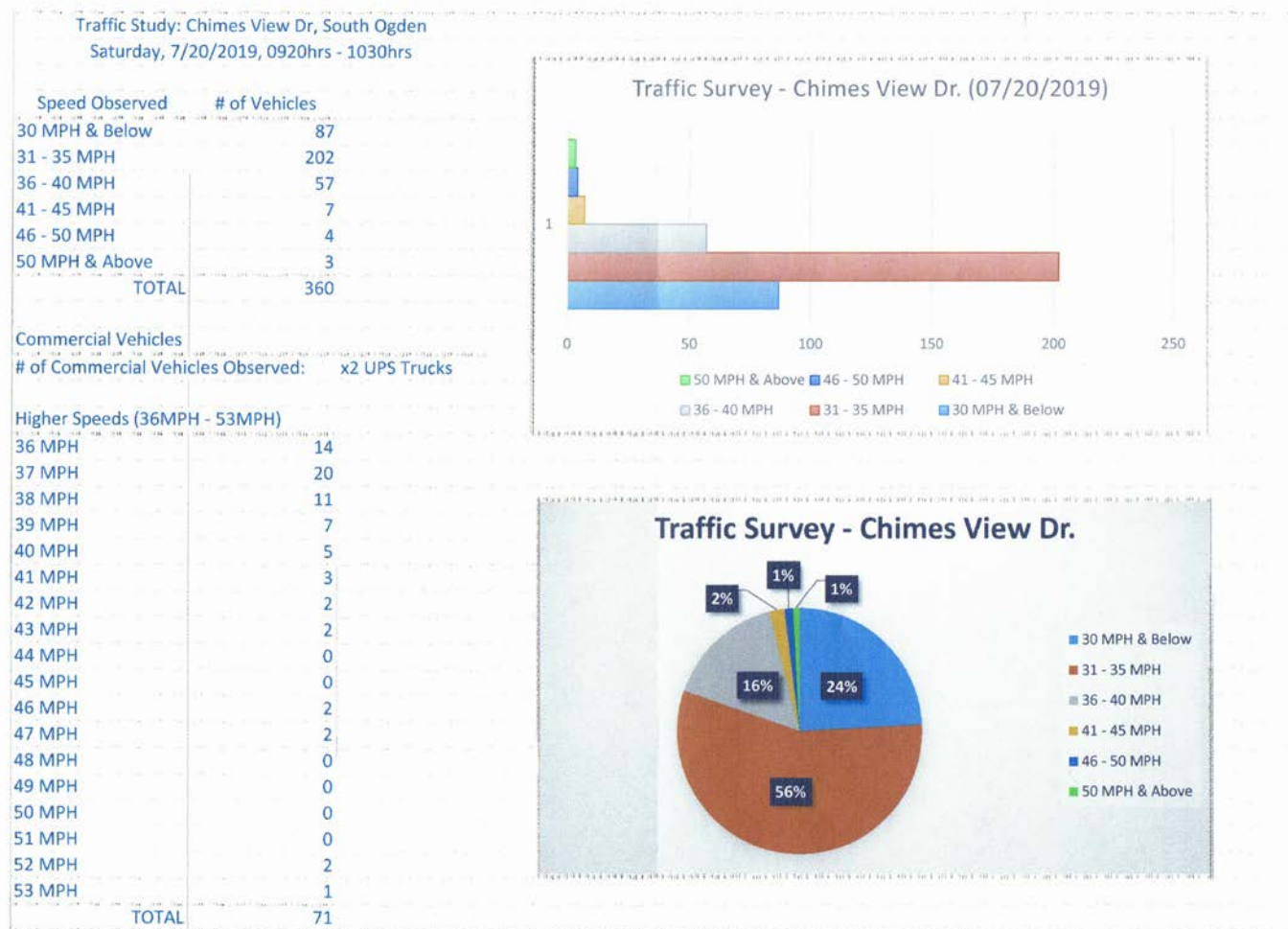


Not Applicable

Not Approved

ATTACHMENT B

Public Comment Handouts



Handout from Mr. Bomba

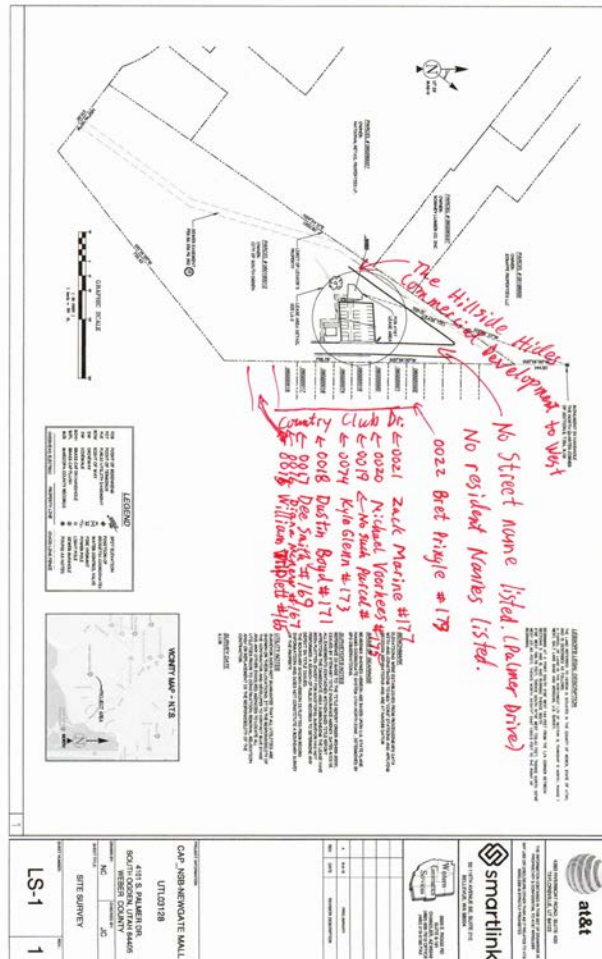


EXHIBIT A - page 1

Weber County Parcel Search				
2380 Washington Blvd Ogden, Utah				
Weber County Home - Parcel Search - Interactive Maps				
Print this page				
Current Taxes	Ownership Info	Tax History	Property Characteristics	Delinquent Taxes
← Back to Search Make a Payment Online! Property Tax Online Payments				
Parcel # 06-022-0020				
Note! Each of the four areas below expand to provide you (up to 20 years of) back history. For example: Go to item # 3 "Taxing Unit Areas" and click on "View All Years", then click on one of the year's listed. You can then click on one of the entity names listed, for example "Library", and see what you have paid to that entity for the prior years.				
Tax History				
1. Property Charges Click year below to see more detail on charges [View All Years] [Collapse Section]				
Year	Asmnt Charge	Direct Charge	Penalty	Total
2019	\$1,705.76	\$257.63	-	\$1,963.39
2018	\$1,679.70	\$251.32	-	\$1,931.02
2. Property Values [View All Years] [Collapse Section]				
Year	Tax Year Owner	Market Total	Taxable Value	
2019	Voorhees, Michael T 3674 S 575 W Riverdale Ut 844051683	\$238,000.00	\$130,900.00	
2018	Voorhees, Michael T 3674 S 575 W Riverdale Ut 844051683	\$222,968.00	\$122,633.00	
2017	Mnm Properties Lic Po Box 9223 Ogden Ut 844090223	\$183,999.00	\$101,200.00	
2016	Mnm Properties Lic Po Box 9223 Ogden Ut 844090223	\$160,345.00	\$88,190.00	
2015	Mnm Properties Lic Po Box 9223 Ogden Ut 844090223	\$150,566.00	\$82,811.00	
2014	Mnm Properties Lic Po Box 9223 Ogden Ut 844090223	\$147,151.00	\$80,933.00	
2013	Voorhees, Michael T Po Box 9223 Ogden Ut 844090223	\$133,708.00	\$73,539.00	
2012	Mnm Properties Lic Po Box 9223 Ogden Ut 84409	\$130,419.00	\$71,730.00	
2011	Mnm Properties Lic Po Box 9223 Ogden Ut 84409	\$132,371.00	\$72,804.00	
2010	Mnm Properties Lic Po Box 9223 Ogden Ut 84409	\$135,931.00	\$74,762.00	
2009	Mnm Properties Lic Po Box 9223 Ogden Ut 84409	\$116,405.00	\$64,023.00	
2008	Mnm Properties Lic Po Box 9223 Ogden Ut 84409	\$116,405.00	\$64,023.00	
2007	Mnm Properties Lic Po Box 9223 Ogden Ut 84409	\$106,400.00	\$58,521.00	
2006	Mnm Properties Lic Po Box 9223 Ogden Ut 84409	\$95,000.00	\$52,251.00	
2005	Mnm Properties Lic Po Box 9223 Ogden Ut 84409	\$95,000.00	\$52,251.00	
2004	Mnm Properties Lic Po Box 9223 Ogden Ut 84409	\$95,000.00	\$52,251.00	
2003	Cox Jr, John A 175 Country Club Dr	\$99,381.00	\$54,661.00	

Investment Property ← Retail Investment?

Handouts from Mr. Stewart

Weber County Parcel Search
2380 Washington Blvd Ogden, Utah
Weber County Home - Parcel Search - Interactive Maps

Print this page

Current Taxes Ownership Info Tax History Property Characteristics Delinquent Taxes

<--Back to Search

Make a Payment Online
Property Tax
Online Payments

Parcel # 06-022-0074

Note! Each of the four areas below expand to provide you (up to 20 years of) back history. For example: Go to item #3 "Taxing Unit Areas" and click on "View All Years", then click on one of the year's listed. You can then click on one of the entity names listed, for example 'Library', and see what you have paid to that entity for the prior years.

Tax History

1. Property Charges
Click year below to see more detail on charges
[View All Years] [Collapse Section]

Year	Asmnt	Charge	Direct Charge	Penalty	Total
2019	\$1,411.91	\$257.27	-	\$1,669.18	
2018	\$1,227.94	\$250.96	-	\$1,478.90	

2. Property Values
[View All Years] [Collapse Section]

Year	Tax Year Owner	Market Total	Taxable Value
2019	Glenn, Kyle R 173 Country Club Dr South Ogden UT 844052705	\$197,000.00	\$108,350.00
2018	Glenn, Kyle R 173 Country Club Dr South Ogden UT 844052705	\$163,000.00	\$89,650.00
2017	Glenn, Kyle R 173 Country Club Dr South Ogden UT 844052705	\$132,000.00	\$72,600.00
2016	Meeks, Diane Hammons 173 Country Club Dr South Ogden UT 844052705	\$115,431.00	\$63,487.00
2015	Meeks, Diane Hammons 173 Country Club Dr South Ogden UT 84405	\$106,448.00	\$58,546.00
2014	Meeks, Diane Hammons 173 Country Club Dr South Ogden UT 84405	\$99,520.00	\$54,736.00
2013	Meeks, Diane Hammons 173 Country Club Dr South Ogden UT 84405	\$91,755.00	\$50,465.00
2012	Meeks, Diane Hammons 173 Country Club Dr South Ogden UT 84405	\$102,829.00	\$56,556.00
2011	Meeks, Diane Hammons 173 Country Club Dr South Ogden UT 84405	\$103,928.00	\$57,160.00
2010	Meeks, Diane Hammons 173 Country Club Dr South Ogden UT 84405	\$107,488.00	\$59,118.00
2009	Hammons, Norman T Trustee % Diane Hammons 173 Country Club Dr Ogden UT 84405	\$113,880.00	\$62,634.00
2008	Hammons, Norman T Trustee % Diane Hammons 173 Country Club Dr Ogden UT 84405	\$113,880.00	\$62,634.00
2007	Hammons, Norman T Trustee % Diane Hammons 173 Country Club Dr Ogden UT 84405	\$111,212.00	\$61,167.00
2006	Hammons, Norman T Trustee % Diane Hammons 173 Country Club Dr Ogden UT 84405	\$99,296.00	\$54,613.00
2005	Hammons, Norman T Trustee % Diane Hammons 173 Country Club Dr Ogden UT 84405	\$99,296.00	\$54,613.00

New Resident

Trust may donate elderly person w/ estate plan

Handouts0003

Weber County Parcel Search
2380 Washington Blvd Ogden, Utah
Weber County Home - Parcel Search - Interactive Maps

Print this page

Current Taxes Ownership Info Tax History Property Characteristics Delinquent Taxes

<--Back to Search

Make a Payment Online
Property Tax
Online Payments

Parcel # 06-022-0021

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Tax History

1. Property Charges
Click year below to see more detail on charges
[View All Years] [Collapse Section]

Year	Asmnt	Charge	Direct Charge	Penalty	Total
2019	\$1,433.41	\$257.63	-	\$1,691.04	
2018	\$1,280.67	\$251.32	-	\$1,531.99	

2. Property Values
[View All Years] [Collapse Section]

Year	Tax Year Owner	Market Total	Taxable Value
2019	Marine, Zack B 177 Country Club Dr South Ogden UT 844052705	\$200,000.00	\$110,000.00
2018	Marine, Zack B 177 Country Club Dr South Ogden UT 844052705	\$170,000.00	\$93,500.00
2017	Marine, Zack B 177 Country Club Dr South Ogden UT 844052705	\$142,001.00	\$78,101.00
2016	Hill, Michelle 177 Country Club Dr South Ogden UT 844052705	\$121,646.00	\$66,906.00
2015	Slater, Michelle & Mandy Barker 177 Country Club Dr South Ogden UT 84405	\$115,021.00	\$63,262.00
2014	Slater, Michelle & Mandy Barker 177 Country Club Dr South Ogden UT 84405	\$112,871.00	\$62,079.00
2013	Slater, Michelle & Mandy Barker 177 Country Club Dr South Ogden UT 84405	\$98,165.00	\$53,991.00
2012	Slater, Michelle & Mandy Barker 177 Country Club Dr South Ogden UT 84405	\$105,820.00	\$58,201.00
2011	Slater, Michelle & Mandy Barker 177 Country Club Dr South Ogden UT 84405	\$107,011.00	\$58,856.00
2010	Slater, Michelle & Mandy Barker 177 Country Club Dr South Ogden UT 84405	\$110,571.00	\$60,814.00
2009	Slater, Michelle & Mandy Barker 177 Country Club Dr Ogden UT 84405	\$116,805.00	\$64,243.00
2008	Slater, Michelle & Mandy Barker 177 Country Club Dr Ogden UT 84405	\$116,805.00	\$64,243.00
2007	Slater, Michelle & Mandy Barker 177 Country Club Dr Ogden UT 84405	\$109,602.00	\$60,282.00
2006	Slater, Michelle & Mandy Barker 177 Country Club Dr Ogden UT 84405	\$97,859.00	\$53,823.00
2005	Slater, Michelle & Mandy Barker 177 Country Club Dr Ogden UT 84405	\$97,859.00	\$53,823.00
2004	Slater, Michelle & Mandy Barker 177 Country Club Dr Ogden UT 84405	\$99,787.00	\$54,883.00
2003	Slater, Michelle & Mandy Barker 177 Country Club Dr Ogden UT 84405	\$99,787.00	\$54,883.00

Longtime Resident

Handouts0004

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Parcel # 06-022-0022

Note! Each of the four areas below expand to provide you (up to 20 years of) back history. For example: Go to Item #3 "Taxing Unit Areas" and click on "View All Years", then click on one of the year's listed. You can then click on one of the entity names listed, for example "Library", and see what you have paid to that entity for the prior years.

Tax History

1. Property Charges
Click year below to see more detail on charges
[View All Years] [Collapse Section]

Year	Asmnt Charge	Direct Charge	Penalty	Total
2019	\$1,476.43	\$257.63	-	\$1,734.06
2018	\$1,325.87	\$251.32	-	\$1,577.19

2. Property Values
[View All Years] [Collapse Section]

Year	Tax Year Owner	Market Total	Taxable Value
2019	Pringle, Alex Bret 179 Country Club Dr South Ogden UT 844052705	\$206,000.00	\$113,301.00
2018	Brownlee, Bryan Michael & Gloria M Howard 179 Country Club Dr Ogden UT 844052705	\$175,999.00	\$96,800.00
2017	Folsom, Holly 179 Country Club Dr Ogden UT 844052705	\$145,000.00	\$79,751.00
2016	Folsom, Holly 179 Country Club Dr Ogden UT 844052705	\$127,322.00	\$70,027.00
2015	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$117,036.00	\$64,370.00
2014	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$117,036.00	\$64,369.00
2013	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$100,805.00	\$55,442.00
2012	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$107,652.00	\$59,208.00
2011	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$108,900.00	\$59,895.00
2010	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$112,460.00	\$61,853.00
2009	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$117,683.00	\$64,725.00
2008	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$117,683.00	\$64,725.00
2007	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$114,624.00	\$63,044.00
2006	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$102,343.00	\$56,289.00
2005	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$102,343.00	\$56,289.00
2004	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$88,842.00	\$48,863.00
2003	Hyer, David R & Wf Jill Hyer 179 Country Club Dr Ogden UT 84405	\$88,842.00	\$48,863.00

Longtime Resident

Handouts0005

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Parcel # 06-022-0018

Note! Each of the four areas below expand to provide you (up to 20 years of) back history. For example: Go to Item #3 "Taxing Unit Areas" and click on "View All Years", then click on one of the year's listed. You can then click on one of the entity names listed, for example "Library", and see what you have paid to that entity for the prior years.

Tax History

1. Property Charges
Click year below to see more detail on charges
[View All Years] [Collapse Section]

Year	Asmnt Charge	Direct Charge	Penalty	Total
2019	\$1,419.09	\$257.63	-	\$1,676.72
2018	\$1,258.08	\$251.32	-	\$1,509.40

2. Property Values
[View All Years] [Collapse Section]

Year	Tax Year Owner	Market Total	Taxable Value
2019	Boyd, Dustin J 171 Country Club Dr Ogden UT 844052705	\$198,001.00	\$108,901.00
2018	Boyd, Dustin J 171 Country Club Dr Ogden UT 844052705	\$167,000.00	\$91,851.00
2017	Boyd, Dustin J 171 Country Club Dr Ogden UT 844052705	\$139,001.00	\$76,451.00
2016	Boyd, Dustin J 171 Country Club Dr Ogden UT 844052705	\$120,815.00	\$66,449.00
2015	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$111,265.00	\$61,195.00
2014	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$104,782.00	\$57,630.00
2013	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$91,631.00	\$50,397.00
2012	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$103,156.00	\$56,736.00
2011	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$104,265.00	\$57,346.00
2010	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$107,825.00	\$59,304.00
2009	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$110,955.00	\$61,025.00
2008	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$110,955.00	\$61,025.00
2007	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$104,672.00	\$57,570.00
2006	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$93,457.00	\$51,402.00
2005	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$93,457.00	\$51,402.00
2004	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$83,190.00	\$45,755.00
2003	Jackson, Deann Durr Trustee 171 Country Club Dr Ogden UT 84405	\$83,190.00	\$45,755.00

Longtime Resident

Handouts0006

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Parcel # 06-022-0017

Note! Each of the four areas below expand to provide you (up to 20 years of) back history. For example: Go to item #3 "Taxing Unit Areas" and click on "View All Years", then click on one of the year's listed. You can then click on one of the entity names listed, for example "Library", and see what you have paid to that entity for the prior years.

Tax History

1. Property Charges
 - Click year below to see more detail on charges
 [View All Years] [Collapse Section]

Year	Asmnt	Charge	Direct Charge	Penalty	Total
2019		\$1,340.24	\$257.63	-	\$1,597.87
2018		\$1,182.74	\$251.32	-	\$1,434.06

2. Property Values
 [View All Years] [Collapse Section]

Year	Tax Year	Owner	Market Total	Taxable Value
2019	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$187,000.00	\$102,850.00
2018	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$157,000.00	\$86,350.00
2017	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$133,000.00	\$73,150.00
2016	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$116,864.00	\$64,275.00
2015	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$106,924.00	\$58,808.00
2014	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$100,169.00	\$55,093.00
2013	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$91,301.00	\$50,215.00
2012	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$93,994.00	\$51,697.00
2011	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$94,820.00	\$52,151.00
2010	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$98,380.00	\$54,109.00
2009	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$113,490.00	\$62,419.00
2008	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$113,490.00	\$62,419.00
2007	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$104,670.00	\$57,569.00
2006	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$93,455.00	\$51,401.00
2005	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$93,455.00	\$51,401.00
2004	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$79,821.00	\$43,902.00
2003	Smith, Dee W & WF Etal % Patrick Hurley	169 Country Club Dr Ogden UT 84405	\$79,821.00	\$43,902.00

Long term Resident

Handouts0007

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Parcel # 06-022-0016

Note! Each of the four areas below expand to provide you (up to 20 years of) back history. For example: Go to item #3 "Taxing Unit Areas" and click on "View All Years", then click on one of the year's listed. You can then click on one of the entity names listed, for example "Library", and see what you have paid to that entity for the prior years.

Tax History

1. Property Charges
 - Click year below to see more detail on charges
 [View All Years] [Collapse Section]

Year	Asmnt	Charge	Direct Charge	Penalty	Total
2019		\$1,368.92	\$257.63	-	\$1,626.55
2018		\$1,175.22	\$251.32	-	\$1,426.54

2. Property Values
 [View All Years] [Collapse Section]

Year	Tax Year	Owner	Market Total	Taxable Value
2019	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$191,000.00	\$105,051.00
2018	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$156,001.00	\$85,801.00
2017	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$132,000.00	\$72,600.00
2016	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$113,362.00	\$62,349.00
2015	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$111,492.00	\$61,321.00
2014	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$111,492.00	\$61,320.00
2013	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$96,982.00	\$53,340.00
2012	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$99,351.00	\$54,643.00
2011	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$100,342.00	\$55,188.00
2010	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$103,902.00	\$57,146.00
2009	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$113,978.00	\$62,688.00
2008	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$113,978.00	\$62,688.00
2007	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$110,013.00	\$60,508.00
2006	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$98,226.00	\$54,025.00
2005	Mcnew, Diana R & Valerie L Mcnew	167 Country Club Dr Ogden UT 84405	\$98,226.00	\$54,025.00
2004	Alexander, Travis W & WF Diana Alexander	167 Country Club Dr Ogden UT 84405	\$93,259.00	\$51,292.00
2003	Alexander, Travis W & WF Diana Alexander	167 Country Club Dr Ogden UT 84405	\$93,259.00	\$51,292.00

Long time Resident

Handouts0008

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Make a Payment Online!

Property Tax Online Payments

Parcel # 06-022-0015

Note! Each of the four areas below expand to provide you (up to 20 years of) back history. For example: Go to item #3 "Taxing Unit Areas" and click on "View All Years", then click on one of the year's listed. You can then click on one of the entity names listed, for example "Library", and see what you have paid to that entity for the prior years.

Tax History

1. Property Charges

Click year below to see more detail on charges
 [View All Years] [Collapse Section]

Year	Asmnt Charge	Direct Charge	Penalty	Total
2019	\$1,483.58	\$257.63	-	\$1,741.21
2018	\$1,371.07	\$251.32	-	\$1,622.39

2. Property Values

[View All Years] [Collapse Section]

Year	Tax Year Owner	Market Total	Taxable Value
2019	Triplett, William T 165 Country Club Dr South Ogden Ut 844052705	\$207,000.00	\$113,850.00
2018	Triplett, William T 165 Country Club Dr South Ogden Ut 844052705	\$182,000.00	\$100,100.00
2017	Triplett, William T 165 Country Club Dr South Ogden Ut 844052705	\$153,000.00	\$84,150.00
2016	Triplett, William T 165 Country Club Dr South Ogden Ut 844052705	\$132,307.00	\$72,769.00
2015	Triplett, William T 165 Country Club Dr South Ogden Ut 844052705	\$125,741.00	\$69,157.00
2014	Triplett, William T 165 Country Club Dr S Ogden Ut 844052705	\$124,411.00	\$68,426.00
2013	Triplett, William T 165 Country Club Dr S Ogden Ut 844052705	\$107,206.00	\$58,963.00
2012	Triplett, William T 165 Country Club Dr S Ogden Ut 844052705	\$115,423.00	\$63,482.00
2011	Triplett, William T 165 Country Club Dr S Ogden Ut 84404	\$116,911.00	\$64,301.00
2010	Triplett, William T 165 Country Club Dr S Ogden Ut 84404	\$120,471.00	\$66,259.00
2009	Triplett, William T 165 Country Club Dr S Ogden Ut 84404	\$123,923.00	\$68,157.00
2008	Triplett, William T 165 Country Club Dr S Ogden Ut 84404	\$123,923.00	\$68,157.00
2007	Triplett, William T 165 Country Club Dr S Ogden Ut 84404	\$117,043.00	\$64,374.00
2006	Triplett, William T 165 Country Club Dr S Ogden Ut 84404	\$104,503.00	\$57,477.00
2005	Triplett, William T 165 Country Club Dr S Ogden Ut 84404	\$104,503.00	\$57,477.00
2004	Triplett, William T 165 Country Club Dr S Ogden Ut 84404	\$95,520.00	\$52,537.00
2003	Triplett, William T 165 Country Club Dr	\$95,520.00	\$52,537.00

Longtime Resident

Handouts0009

memo

south ogden city

To: Matthew Dixon, City Manager
From: Jon Andersen, Public Works
Date: 9/4/19
Re: Surplus Property

In accordance with current City policies, I am requesting that the following property currently within the possession of this department be declared surplus to City needs:

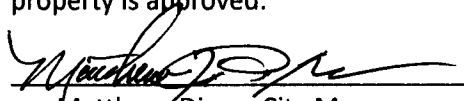
No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
480 tons	Spoiled fill dirt	\$0.00	No value can be assigned	Disposal or Donation

* Value of property shall be estimated by evaluation by a qualified and disinterested appraiser, through professional publications and valuation services, or through an informal market survey conducted by the Director of Finance.

**Sales of City property shall be based, whenever possible, on competitive sealed bids. The Director of Finance, in consultation with the City Manager, may waive the competitive bidding requirement when the value of the property has been estimated by an alternate method and the value is considered negligible in relation to the costs of sale by bid, sale by bidding procedure is deemed unlikely to produce a competitive offer, or circumstances indicate that bidding on the property will not be in the best interests of the city.

City Manager's findings:

I find that the above items are surplus to the needs of South Ogden City and the proposed disposition of this property is approved.


Matthew Dixon, City Manager

9/18/19
Date



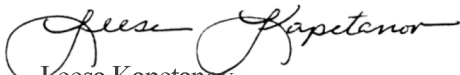
NOTICE OF SURPLUS PROPERTY

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. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
480 tons	Spoiled fill dirt	\$0.00	No value can be assigned	Disposal or Donation

The City Council will determine if the above property should be declared surplus at the **October 1, 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 18th day of September, 2019


Leesa Kapetanov
City Recorder

Proclamation

Declaring
October 1, 2019 as
German American Partnership Program Day
in South Ogden City

- Whereas,** Since 1972, The German American Partnership Program (GAPP) has impacted the lives of more than 360,000 students and teachers; and
- Whereas,** GAPP opens hearts, minds and borders by enabling cultural exchanges between schools in the United States and Germany; and
- Whereas,** GAPP is dedicated to the initiation and development of student exchange programs between the United States and Germany, inspiring intercultural understanding, promoting German language instruction and motivating personal friendships; and
- Whereas,** Mayor Porter was so warmly welcomed by Sabine Michalek the Mayor (Burgermeister) of Einbeck, Germany in May of 2019; and
- Whereas,** many of our city's students at Bonneville High School have had the great educational opportunity to travel to Germany and live with a host family for a few weeks, and then to have a German student come to America and live for a few weeks in their home; and
- Whereas,** a continued GAPP partnership will benefit future youth in our fine city and county and strengthen relationships between our two countries;

NOW THEREFORE, I, Russell Porter, Mayor of South Ogden City, do hereby proclaim October 1, 2019 as

German American Partnership Program (GAPP) Day

in South Ogden City, Utah, and urge all people to join me and the City Council in welcoming our German friends to our fine city.

Dated this 1st day of October, 2019

Russell Porter, Mayor

Attest:

Leesa Kapetanov, CMC
City Recorder

STAFF REPORT



SUBJECT: Agreement with ArchiveSocial for social media and website records archiving
AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: October 1, 2019

RECOMMENDATION

Staff recommends approval of agreement.

BACKGROUND

Since the time cities started using social media to communicate with and engage their citizens, the question of if these sites generated records and how to preserve those records has existed.

The sites and their data and metadata do meet the definition of a record as defined by the Government Records Access Management Act (GRAMA,) so the need to have a means to preserve, search, and reproduce the record, if requested, exists.

There have been instances where cities were unable to produce a requested record and were fined \$10,000 or more by the state for not having the ability to do so.

ANALYSIS

Brian Minster contacted three companies to determine their capabilities and costs.

ArchiveSocial was the least expensive and also seemed to be the industry leader in this type of internet archiving.

SIGNIFICANT IMPACTS

The cost will be \$4,788 per year.

ATTACHMENTS

Application

Resolution No. 19-52

AN RESOLUTION OF SOUTH OGDEN CITY, AUTHORIZING AN AGREEMENT WITH ARCHIVESOCIAL AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE

Section 1 – Recitals

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

WHEREAS, in conformance with Utah Code (“UC”) § 10-3-717, the 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, City staff have reviewed and studied this matter and recommend that the City Council authorize the execution of an agreement with ArchiveSocial for social media and website archiving and retention; and

WHEREAS, ArchiveSocial has demonstrated an ability to provide the services contemplated in the agreement; and

WHEREAS, the Council finds that public convenience and necessity require the actions contemplated by this resolution.

NOW, THEREFORE, BE IT RESOLVED by the GOVERNING BODY OF THE CITY OF SOUTH OGDEN:

Section 2 – Agreement Authorized

The agreement with ArchiveSocial, in substantially the form attached hereto as **Attachment A** and by this reference incorporated herein (the “Agreement”), is approved and adopted and shall be executed by the appropriate person on behalf of the City. Further, the City Manager, with assistance of legal counsel, is authorized to make such modifications to the Agreement as may be necessary prior to execution so as to protect the interests of the City and to accomplish the purposes of this resolution.

Section 3 – Prior Ordinances and Resolutions

The body and substance of all prior resolution and ordinances of the City, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

Section 4 – Repealer of Conflicting Enactments

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

Section 5 – Prior Ordinances and Resolutions

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

Section 6 – Savings Clause

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative, or unenforceable such reason shall not render any other provisions 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 7 – Date of Effect

This Resolution takes effect immediately upon publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY
THIS** on this 1st day of October, 2019.

by: _____
Russell L. Porter, Mayor

Attest:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT A

to Resolution 19-52

AN RESOLUTION OF SOUTH OGDEN CITY, AUTHORIZING AN AGREEMENT WITH
ARCHIVESOCIAL AND PROVIDING THAT THIS RESOLUTION SHALL BECOME
EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE

ENTERPRISE SOFTWARE LICENSE AGREEMENT

This Enterprise Software License Agreement (this “**Agreement**”) is effective this ____ day of _____, 20_ (the “**Effective Date**”), by and between ArchiveSocial, Inc. a North Carolina corporation whose principal place of business is located at 212 W Main St, Ste 500, Durham, NC 27701 with mailing address of P.O. Box 3330, Durham, NC 27702-3330 (“**Licensor**”) and the City of South Ogden, a government entity whose principal place of business is located at 3950 S. Adams Ave., South Ogden, UT 84403 (“**Licensee**”). Licensee and Licensor may hereinafter jointly be referred to as the “parties.”

WHEREAS, Licensor has developed and licenses proprietary online software that assists in capturing and archiving records of online social media communications and Internet websites (including all updates, upgrades, modifications and improvements thereto generally made available by Licensor to other similar commercial licensees, the “**Software**”) and related documentation delivered or provided to Licensee (the “**Documentation**” and, along with the Software, the “**Service**”), all as more fully described and accessed at <http://archivesocial.com/> (the “**Website**”); and

WHEREAS, Licensee would like to license such software for the limited and express purposes and term set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE.

(a) General. On the terms and subject to the conditions of this Agreement, including the payment of all the fees and charges required hereunder, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, limited, nontransferable, license (without the right to sublicense) to access and use the Service, including the Software, solely in the form provided by Licensor through the Website, for any purpose not prohibited by law or by the terms and conditions of this Agreement (the “**License**”). The License and rights granted to Licensee herein terminate upon the termination or expiration of this Agreement as set forth herein.

(b) Restrictions on Use. Licensee covenants and agrees that it shall not, and shall cause its affiliates, owners, members, managers, directors, employees, agents, contractors or other third parties who use the Website and/or the Service on behalf of, at the direction of or for the benefit of Licensee (collectively, Licensee’s “**Representatives**”) to not, (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share (including as a time share, service bureau or otherwise) any of Licensee’s rights under, in or to the License and/or the Service with or to any third party; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance all or any part of the Website, the Services or the Software or create any derivative works or otherwise merge

or utilize all or any part of the foregoing with or into other computer programs, website, service or other materials or attempt to discover all or any part of the Website's, the Service's or the Software's source code; (iii) use the Website or the Service to access or use any content, information or material to which such person or entity does not have the necessary right or license, or otherwise knowingly violate, breach or infringe the intellectual property, contractual or other rights of any third party; or (iv) knowingly violate any applicable law, regulation, ordinance, contract, order or other agreement that is binding on such person or entity's use of the Website or the Service.

(c) Reservation of Rights. Nothing herein shall be construed to convey any ownership or proprietary right or interest in the Website, Service, Software or Documentation or any other information or materials provided by Licensor to Licensee in connection with the Service, or any portion or copy thereof, to Licensee or any of its Representatives. As between the parties hereto, all intellectual property and proprietary rights in the Website, Service, Software and the Documentation shall remain the sole and exclusive property of Licensor. All inventions (including, without limitation, discoveries, concepts, ideas, know-how, improvements, derivative works and feedback, whether or not constituting protectable intellectual property and whether or not reduced to practice) arising out of Licensee's use of the Website, Service or Software shall be and remain the sole property of Licensor and shall be subject to the terms of this Agreement. Accordingly, Licensee hereby covenants and agrees that it will assign and will cause its Representatives to assign, and upon the authorship, development or creation of any such invention expressly and automatically does assign, all right, title and interest to any such invention to Licensor. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

2. SUPPORT AND SERVICE. Licensor shall provide commercially reasonable support in connection with Licensee's use of the Service including, without limitation, providing (i) initial deployment and integration support as mutually agreed by the parties and (ii) phone and email access for Licensor inquiries pertaining to the Website, Service or Software during standard business hours (9:00am EST to 5:00pm EST, M-F except holidays) and responses to such inquiries within a commercially reasonable time period depending on the urgency or severity of the specific problem or request. Licensee and Licensor shall each provide a designated point of contact (i.e., a single person or small team of people) for all support and service inquiries related to Licensee's use of the Website, Service and/or Software and Licensor shall have no obligation to respond to support or service inquiries other than as submitted by such designated contact(s).

3. PAYMENTS. Licensee shall pay to Licensor the fees for the Software and for the Services, as set forth on Exhibit A hereto. All fees pursuant to this Agreement shall be invoiced by Licensor in advance. All fees shall be paid in U.S. dollars in immediately available funds and shall be made payable to Licensor. For the avoidance of doubt, Licensee's failure to make any payment within 30 days of its receipt of an undisputed invoice from Licensor shall constitute a material breach of this Agreement.

4. TERM AND TERMINATION.

(a) Term of Agreement. This Agreement is effective beginning on the Effective Date and, unless this Agreement is earlier terminated in accordance with this **Section 4**, shall continue for a period of 1 year, and Licensee may elect to renew this Agreement thereafter for successive periods of 1 year (each, a “**Renewal Term**”) by providing written notice of renewal to Licensor at least 30 days prior to the scheduled expiration of this Agreement. Licensor may increase the fees as provided in Exhibit A upon commencement of a Renewal Term, provided that Licensor issues written notice at least 30 days prior to the Renewal Term.

(b) Termination. In the event of a material breach by either party that is not cured within 30 days of receipt of written notice thereof from the other party, the non-breaching party may, by written notice to the breaching party, (i) terminate this Agreement; (ii) terminate or suspend Licensee’s access to or use of the Website, Service and/or Software; and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled. Either party may terminate this Agreement immediately by giving written notice to the other party if such other party institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of such party’s debts, or makes an assignment for the benefit of its creditors or commences dissolution proceedings. In addition, Licensor may terminate this Agreement and the License hereunder immediately upon the breach by Licensee of **Section 1** hereof.

(c) Effect of Termination. Except as set forth in this Agreement, in the event of termination or expiration of this Agreement, the rights and obligations hereunder or thereunder, as applicable, shall terminate immediately; provided, however, that any payment or other obligation that has accrued as of such termination or expiration date shall survive such termination or expiration; provided, further, that in the event of the termination or expiration of this Agreement the rights and the obligations of the parties set forth in **Sections 1(c)** (Reservation of Rights), **5(d)** (Service Disclaimer), **7** (Confidentiality), **11** (Limitation of Liability), **12** (Indemnification), **13** (Entire Agreement) and **15** (Additional Terms) of this Agreement, along with any other provision of this Agreement which is required to enforce the parties’ rights and obligations hereunder or by its terms continues after the termination of this Agreement, shall survive the termination or expiration of this Agreement and shall continue in effect as described therein.

(d) Return and Retention of Archived Content. At any time during the term of the Agreement, Licensee may export the Archived Content via the administrative panel in the Software. In addition, following the termination or expiration of this Agreement and Licensee’s written request within 30 days thereof, Licensor shall, within 30 days of its receipt of such request and in a commercially reasonable format determined by Licensor, provide Licensee with a copy of the data transmitted to and through supported social media platforms and Internet websites by Licensee to Licensor in connection with its use

of the Service, as collected, modified and archived by Licensor in connection with its provision of the Service (collectively, the “**Archived Content**”). Thereafter, ArchiveSocial will allow 30 days for Licensee to retrieve the Archived Content. Upon expiration of such 30-day retrieval period, Licensor shall delete all such Archived Content and it is Licensee’s sole responsibility to seek another source for backing up or archiving such Archived Content and/or related data or content. LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR SHALL HAVE NO OBLIGATIONS WITH RESPECT TO ANY ARCHIVED CONTENT, INCLUDING THE MAINTENANCE OR PRESERVATION THEREOF, AND LICENSOR SHALL NOT BE LIABLE FOR ANY DISRUPTION OR TERMINATION OF LICENSEE’S OR ITS REPRESENTATIVES’ ACCESS TO OR USE OF THE WEBSITE, SERVICE, SOFTWARE, DOCUMENTATION AND/OR ARCHIVED CONTENT.

5. DESCRIPTION OF SERVICE; ARCHIVING AND ARCHIVED CONTENT

(a) Archived Content License. Licensee hereby grants Licensor a limited, worldwide, royalty-free, perpetual and irrevocable license, with right to sublicense, to use, reproduce, copy, access, view, modify, edit, perform, display, prepare derivative works of, reformat, translate, distribute and transfer Licensee’s Archived Content, solely and to the limited extent necessary to perform Licensor’s obligations hereunder and to provide Licensee with the Services including, without limitation, to disclose such Archived Content to the applicable Supported Site as necessary to comply with Licensor’s or Licensee’s terms and conditions of using such Supported Site.

(b) Supported Sites and Permitted Accounts. In addition to the license granted in **Section 5(a)**, in order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensee must provide Licensor with certain information with respect to any social media account and/or Internet website, platform or service that Licensor supports (a “**Supported Site**”) and that Licensee would like to be included as part of Licensee’s Archived Content. Licensee represents, warrants, covenants and agrees that Licensee has not, and that Licensee will not, provide Licensor with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media or Internet website in connection with Licensee’s use of the Service and Licensor’s archival of any Archived Content other than with respect to user accounts for which (i) Licensee or a Representative of Licensee is the actual owner or (ii) Licensee has been explicitly authorized to provide such access (collectively, “**Permitted Accounts**”).

(c) Limitations on Licensor’s ability to provide the Service and maintain Archived Content. In order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensor relies on Licensee and on the owners and operators of the Supported Sites to provide Licensor with access to the content, data and/or information Licensee transmits to and through such Supported Sites, typically

through one or more application programming interfaces or "APIs". For instance, if Licensee changes any Permitted Accounts Information Licensee has provided to Licensor without, if necessary, first notifying Licensor as directed through the Website and/or Service, or otherwise limits or revokes Licensor's ability to access any of Licensee's Permitted Accounts, Licensor may be unable to continue to provide the Service as intended, or at all. It is also possible that, without any notification to Licensee or Licensor, one or more Supported Sites will (i) change their website or service, (ii) change the APIs through which Licensor accesses such website and/or service, (iii) amend the terms of use or other policies through which Licensee or Licensor use and access such website and/or service, (iv) provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data and/or information Licensee transmits to and through such Supported Site, and/or (v) take other actions to restrict Licensee's or Licensor's access to such website and/or service and the content, data and/or information contained therein. Any of these events could disrupt Licensor's ability to provide the Service as intended, or to provide the Service at all, including Licensor's ability to capture or to maintain Licensee's Archived Content as described on the Website and elsewhere. In addition, it is also possible that Licensor's ability to provide the Service or to capture or to maintain Licensee's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking or other security vulnerabilities, the failure of equipment or services provided by Licensor or by third parties or other events, including force majeure events.

(d) Service Disclaimer. WHILE LICENSOR WILL UNDERTAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE (INCLUDING WITH RESPECT TO ARCHIVED CONTENT) TO LICENSEE, LICENSOR CANNOT AND DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO DO SO IN FULL AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO CAPTURE FULL AND ACCURATE RECORDS OF LICENSEE'S ARCHIVED CONTENT AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT ANY WEBSITE, PLATFORM OR SERVICE THAT IS CURRENTLY A SUPPORTED SITE WILL REMAIN A SUPPORTED SITE. ACCORDINGLY, LICENSEE'S USE OF THE WEBSITE AND THE SERVICE IS EXPRESSLY CONDITIONED ON LICENSEE'S ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LIMITATIONS SET FORTH IN THIS **SECTION 5** AND THE LIMITATION OF LIABILITY SET FORTH IN **SECTION 11** OF THIS AGREEMENT.

6. OWNERSHIP OF CONTENT. Licensor does not claim ownership of any content belonging to Licensee, including any Archived Content, except as expressly described in this Section with respect to Feedback; provided, however, that Licensee's use of the Service is subject to Licensee's granting of the license to Licensee's Archived Content set forth in **Section 5(a)**, as well as any other reasonably necessary license to any other content, in order for Licensor to perform Licensor's obligations hereunder and to

provide Licensee with the Service. Notwithstanding the foregoing, any comments, feedback, ideas and/or reports about the Website or the Service that Licensee provides to Licensor, whether in written, electronic or any other form (collectively, “**Feedback**”), shall be considered Licensor’s proprietary and confidential information, and Licensee hereby irrevocably automatically transfers and assigns to Licensor, immediately upon creation, all of Licensee’s right, title and interest in and to such Feedback, including all intellectual property rights embodied in or arising in connection with such Feedback and any other rights or claims that Licensee may have with respect to any such Feedback.

7. CONFIDENTIALITY. Subject to public record law, Licensee shall not disclose, except in accordance with this Agreement, and shall take all necessary precautions to protect the confidentiality of and to cause its Representatives not to disclose and to protect the confidentiality of, any Confidential Information received from Licensor or its affiliates, employees or other agents under this Agreement, including, without limitation, requiring Licensee’s Representatives or others with access to the Confidential Information to be subject to confidentiality obligations similar in nature to those imposed by this Agreement and limiting access to the Confidential Information to Licensee’s Representatives on a “need to know” basis. Any Confidential Information may be used by Licensee only in connection with the License granted herein, unless otherwise agreed by the parties in writing. For the purposes of this Agreement, “**Confidential Information**” shall mean all business, technical, and financial information provided by Licensor to Licensee, including, without limitation, the Software and all accompanying Documentation and all proprietary information relating thereto. Confidential Information shall not include any information which is: (i) at the time of its disclosure previously known by Licensee, as demonstrated by Licensee’s records; (ii) in the public domain or becomes generally known or published through no fault of Licensee; or (iii) lawfully disclosed to Licensee by a third party free to disclose such information. The provisions under this **Section 7** shall survive the expiration or termination of this Agreement for any reason for a period of five years. Immediately upon termination or expiration of this Agreement, Licensee agrees to return to Licensor or to delete all Confidential Information provided to Licensee, including copies of any software or documentation provided by Licensor to Licensee hereunder and, if requested by Licensor, provide Licensor with a written notice certifying that it has complied with the requirements of this sentence.

8. TRANSFERS. This Agreement, the License and all other rights, licenses, remedies, obligations and liabilities granted hereunder to Licensee may not be transferred or assigned to any other party without the express written consent of Licensor. Any attempted assignment or transfer in violation of this provision shall be void.

9. MUTUAL REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has the full corporate power and authority to execute, deliver and perform this Agreement; and (ii) this Agreement has

been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

10. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE, SERVICE AND/OR SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY THE LAWS IN LICENSEE'S JURISDICTION, NEITHER PARTY OR ITS REPRESENTATIVES SHALL BE LIABLE (i) FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR LICENSEE'S USE OF THE WEBSITE, SERVICE AND/OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (ii) ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS OF THE CUMULATIVE FEES ACTUALLY RECEIVED BY LICENSOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

12. INDEMNIFICATION.

(a) Third-Party Infringement Claims Licensor will defend at its expense or settle any third-party claim against Licensee alleging that the Software or Service provided under this Agreement infringe intellectual property rights. Licensor will pay infringement claim defense costs, Licensor-negotiated settlement amounts, and damages finally awarded by a court. Licensor has no obligation for any claim of infringement arising from Licensee's use of the Software and Services for purposes not contemplated by this Agreement.

(b) Bodily Injury. Licensor will defend and indemnify Licensee and employees, directors and agents against all damages for bodily injury, including death, or damage to real or tangible personal property to the extent proximately caused by Licensor in performance under this Agreement.

(c) Conditions. Licensor's indemnification obligations under this Section 12 are conditioned upon the Licensee (i) promptly notifying the Licensor of any claim in writing; (ii) cooperating with Licensor in the defense of the claim; and (iii) granting the Licensor sole control of the defense or settlement of the claim.

13. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee, which

supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect.

14. INDEPENDENT CONTRACTOR. The parties are independent contractors and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation, or represent to any third party that it has the right to enter into any binding obligation on the other party's behalf. Furthermore, nothing in this Agreement shall be construed so as to obligate either party to enter into a further agreement.

15. ADDITIONAL TERMS. The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of any provision(s) of this Agreement. Neither party shall be liable for delays or failures of performance resulting from causes beyond its reasonable control. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. All notices or other communications to a party which are required or permitted pursuant to this Agreement shall be in writing to the address set forth for such party in the introduction to this Agreement. Any such notice shall be deemed sufficient if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or if delivered by any other means upon which the parties shall mutually agree. Any party may change the address to which notice is to be given by notice given in the manner set forth above.

16. COUNTERPARTS. This Agreement may be executed by electronic signatures or signatures delivered through electronic facsimile. The parties shall use commercially reasonable efforts to deliver to each other a fully executed original following the initial closure of the agreement through facsimile or electronic copies and/or signatures

[Signature Page Follows]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Software License Agreement effective the day and year first above written.

LICENSOR:

ArchiveSocial, Inc.

By: _____

Name: _____

Title: _____

LICENSEE:

By: _____

Name: _____

Title: _____

EXHIBIT A

Fees and Payments

1. Base Service Fee: Licensee shall pay an annual base service fee of \$ 4,788.00 which shall entitle Licensee to connect to the Service, social media accounts from one or more social networking or social media websites, platforms or services or Internet websites supported as part of the commercially available Service (each a “**Supported Site**”) for which Licensor is either (i) the actual owner or (ii) explicitly authorized to provide access to such social media account or Internet website (e.g., upon express authorization by Licensor’s Representative). Each such social media account shall be referred as a “**Permitted Account**”. Licensee is entitled to archive up to 3,000 new social media records per month, in aggregate, from across all Permitted Accounts. For purposes of this **Exhibit A**, a “**social media record**” refers to any individual posting sent or received by a Permitted Account, including comments, status updates, and private messages. Large multimedia files, such as videos, are counted as multiple records with each 10-megabyte segment of a multimedia file counted as a single record.
2. Add-on Service Fees: If an add-on service is selected then Licensee shall pay the corresponding add-on annual service fee which shall entitle Licensee to access the service.

Selected: (X)	Add-on Service	Annual Fee
	Risk Management & Analytics (RMA) Reporting & Alerting	\$
	Public Access Open Archive Portal	\$

3. Service and Support: There is no additional charge for service and support as provided in **Section 2** of the Agreement.

STAFF REPORT



SUBJECT: Agreement With iWorQ for Permit Management
AUTHOR: Jon Andersen
DEPARTMENT: Public Works/Building & Inspections
DATE: 10-1-19

RECOMMENDATION

City Staff recommend the approval of the agreement with iWorQ's for the permit management module.

BACKGROUND

Currently South Ogden City completes all of the permitting for Building/Inspections from an in house excel file. The permit process works but can be cumbersome at times to locate and properly close out permits when completed. The in-house permitting does has a few flaws, by going with the permit management module that iWorQ's offers it will be available to not only in the office but out in the field when doing inspections. The permit process will also be available to contractors and residents on line to start the permitting/inspection process. City staff will be able to better track the permits, inspections, complete reports, plan reviews, and fees and payments that need to be collected.

ANALYSIS

iWorQ's is currently used by City staff for work order management process and the streets maintenance. It has been a very useful tool for City staff to use. City staff decided to go with the iWorQ's permit management module to add to what we currently are using. In reviewing other products iWorQ's will meet the needs of Building/Inspections Department and help improve the efficiency for not only City staff but improve the permit process for the contractor or residents.

SIGNIFICANT IMPACTS

An impact of \$4,000 dollars will be in the inspection budget. It has been budgeted for in account 10-58-315

ATTACHMENTS

iWorQ's agreement

Resolution No. 19-53

AN RESOLUTION OF SOUTH OGDEN CITY, AUTHORIZING AN AGREEMENT WITH IWORQ AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE

Section 1 – Recitals

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

WHEREAS, in conformance with Utah Code (“UC”) § 10-3-717, the 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, City staff have reviewed and studied this matter and recommend that the City Council authorize the execution of an agreement with iWorQ for building permit management software; and

WHEREAS, iWorqQ has demonstrated an ability to provide the services contemplated in the agreement and has been providing these services to the City for several years; and

WHEREAS, the Council finds that public convenience and necessity require the actions contemplated by this resolution.

NOW, THEREFORE, BE IT RESOLVED by the GOVERNING BODY OF THE CITY OF SOUTH OGDEN:

Section 2 – Agreement Authorized

The agreement with iWorQ, in substantially the form attached hereto as **Attachment A** and by this reference incorporated herein (the “Agreement”), is approved and adopted and shall be executed by the appropriate person on behalf of the City. Further, the City Manager, with assistance of legal counsel, is authorized to make such modifications to the Agreement as may be necessary prior to execution so as to protect the interests of the City and to accomplish the purposes of this resolution.

Section 3 – Prior Ordinances and Resolutions

The body and substance of all prior resolution and ordinances of the City, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

Section 4 – Repealer of Conflicting Enactments

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

Section 5 – Prior Ordinances and Resolutions

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

Section 6 – Savings Clause

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative, or unenforceable such reason shall not render any other provisions 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 7 – Date of Effect

This Resolution takes effect immediately upon publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY
THIS on this 1st day of October, 2019.

by: _____
Russell L. Porter, Mayor

Attest:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT A

to Resolution 19-53

AN RESOLUTION OF SOUTH OGDEN CITY, AUTHORIZING AN AGREEMENT WITH
IWORQ AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE
IMMEDIATELY UPON POSTING AND FINAL PASSAGE



sales@iworq.com

(888) 655-1259

South Ogden City	Quote creation: 9/17/2019
5590 S 600 E South Ogden, UT 84405	Prepared by: Brady Hunsaker

1. QUOTE

South Ogden [City](#) - hereafter known as "Customer", enters into this ~~following~~ Service Agreement with iWorQ Systems, "iWorQ", headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below:

Population: 17,094

<u>Applications and Services</u>	<u>Original Price</u>	<u>Existing Client Discount</u>	<u>Billing</u>
Permit Management - Available on any computer, tablet, or mobile device using Chrome browser - Track and manage permits, inspections, reports, fees and payments, and plan reviews - OpenStreetMap - Contractor portal, contractor licensing, configurable web link for citizens and contractors - Quarterly parcel upload - Up to 3 custom letters/permits/forms that can auto-populate data from the system and full access to iWorQ templates	~~\$4,500~~	\$2,750	Annual
ANNUAL TOTAL	~~\$4,500~~	\$2,750	

Set up and data conversion	~~\$2,970~~	WAIVED	Once
Grand total due	~~\$7,470~~	\$2,750	

1.1. Notes

- 1- The discounted rate of \$2,750 was offered as a consideration of South Ogden City being a client of 9 years. As such, the setup cost has been waived, and the annual rate was reduced to \$2,750. If contract is signed and returned, the price of \$2,750 is locked in, and does not change from year-to-year.
- 2- Invoices for amount will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 3- Invoices may be prorated upon customer request.



sales@iworq.com

(888) 655-1259

4- This quote is provided at the customer's request ~~and is good through July 1, 2019.~~

5- This quote cannot be disclosed or used to compete with other companies.

2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of your iWorQ solution. These can be added to the customer's annual cost, upon request.

Online Applications – Citizens and contractors can go online to fill out and submit permit applications directly into the system and attach any images, site plans, or drawings with the application. This eliminates the need for double or manual entry. This also includes premium data for larger upload capabilities and increased data storage.	~~\$2,500~~ \$1,250	Annual
~~iTransact Card Processing – setup merchant account and gateway, so card payments can be received/recorded in iWorQ. Includes public portal and up to 5 customized forms/links on customer website for citizens and contractors to submit permit requests, license requests, and make payments.~~	~~\$1000~~	~~Annual~~

A project quote must be requested for any custom development outside of iWorQ existing features and functions. Project timelines, scope, and cost vary depending upon the request.

3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: bhunsaker@iworq.com

Fax: 1 (866) 379-3243

Mailing address:

PO Box 3784

Logan, UT 84323

Physical address:

1125 W. 400. N. Suite 102

Logan, UT 84321

3.2 Billing information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.



sales@iworq.com

(888) 655-1259

3.3 Data conversion

As part of the project set up, iWorQ may provide a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

4.8 Software Terms and Limitations

The iWorQ Software is the proprietary information and a trade secret of iWorQ, Systems Inc. and this agreement grants no title or rights of ownership with the Software. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or



sales@iworq.com

(888) 655-1259

decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software.
(c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed
Software for purposes of programming against it.

5. SET-UP & BILLING INFORMATION

5.1 Implementation information

Primary Contact(s)_____Title_____

Phone_____Cell_____Email_____

Secondary Contact(s)_____Title_____

Phone_____Cell_____Email_____

5.2 Billing information

Billing Contact_____Phone_____Cell_____

Email_____Prefer to receive invoice by email? Yes ☐ No ☐

Billing Address_____

City_____State_____Zip_____

PO#_____(if required) Tax exempt ID# _____

6. SIGNATURE

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

(Phone) (Mobile) (Email)

(Signature) (Print Name & Title) (Date)

Resolution No. 19-54

AN RESOLUTION OF SOUTH OGDEN CITY, AUTHORIZING AN AGREEMENT WITH LANDMARK DESIGN AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE

Section 1 – Recitals

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

WHEREAS, in conformance with Utah Code (“UC”) § 10-3-717, the 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, City staff have reviewed and studied this matter and recommend that the City Council authorize the execution of an agreement with Landmark Design for the performance of additional work related to Burch Creek Park; and

WHEREAS, Landmark Design has demonstrated an ability to provide the services contemplated in the agreement; and

WHEREAS, the Council finds that public convenience and necessity require the actions contemplated by this resolution.

NOW, THEREFORE, BE IT RESOLVED by the GOVERNING BODY OF THE CITY OF SOUTH OGDEN:

Section 2 – Agreement Authorized

The agreement with Landmark Design, in substantially the form attached hereto as **Attachment A** and by this reference incorporated herein (the “Agreement”), is approved and adopted and shall be executed by the appropriate person on behalf of the City. Further, the City Manager, with assistance of legal counsel, is authorized to make such modifications to the Agreement as may be necessary prior to execution so as to protect the interests of the City and to accomplish the purposes of this resolution.

Section 3 – Prior Ordinances and Resolutions

The body and substance of all prior resolution and ordinances of the City, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

Section 4 – Repealer of Conflicting Enactments

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

Section 5 – Prior Ordinances and Resolutions

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

Section 6 – Savings Clause

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative, or unenforceable such reason shall not render any other provisions 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 7 – Date of Effect

This Resolution takes effect immediately upon publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY
THIS** on this 1st day of October, 2019.

by: _____
Russell L. Porter, Mayor

Attest:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT A

to Resolution 19-54

AN RESOLUTION OF SOUTH OGDEN CITY, AUTHORIZING AN AGREEMENT WITH
LANDMARK DESIGN AND PROVIDING THAT THIS RESOLUTION SHALL BECOME
EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE

26 August 2019

Matt Dixon

South Ogden City Manager
South Ogden City Corporation
3950 South Adams Avenue
South Ogden, Utah 84403
801.622.2700



Landmark Design
LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens
850 South 400 West | Studio 104
Salt Lake City, Utah 84101
801.474.3300
www.lidi-ut.com

Project: Burch Creek Park
4400 South Madison Avenue
South Ogden, Utah 84405

Proposal for additional professional services related to the construction management phase of Burch Creek Park

Dear Matt,

As requested, the following is an additional services proposal for compensation related for additional services provided and anticipated for Construction Administration related to the Burch Creek Park. As detailed below, Landmark Design requests \$59,585.00, which includes all anticipated additional fees for Landmark Design and our sub consultant team, in addition to direct costs related to payment of estimated mileage.

LANDMARK DESIGN TEAM	LANDMARK DESIGN	SMA ARCHITECTS	COLVIN ENGINEERING	STRUCTURAL DESIGN	VB&F
AVERAGE HOURLY RATE	\$135	\$132	\$155	\$200	\$136.7
TASK					
Submittal reviews	40	8	4	2	1
RFI review and responses	40	8	4	2	1
Meetings and Notes	225	0	0	0	0
Field observation	40	0	0	0	0
Project closeout, including all requirements in the Contract Documents	16	5	4	0	2
Preparation of as-built drawings, project manual, review and compilation of warranties	10	4	4	0	2
TOTAL HOURS BY FIRM/SPECIALTY	371	25	16	4	6
TOTAL FEE BY FIRM/SPECIALTY	\$50,085.00	\$3,300.00	\$2,480.00	\$800.00	\$820.00
REIMBURSABLE MILEAGE (ESTIMATED 2400 MILES AT 0.58/MI)					\$2,100.00
TOTAL ESTIMATED FEES AND REIMBURSABLE					\$59,585.00
Assume one construction meeting every week or every two weeks with one every 10 day on average.					
Assume 3 hrs per trip + 2 hrs agendas and notes	x 45	225 hrs			
Mileage 80 round trip LDI to Park.	x 45	3600 miles			
Time 2019 09 09 through 2020 10 31 = 60 weeks ----- 45 meetings					

We appreciate your consideration of this request, which encompasses all anticipated additional services not covered under our current contract through an anticipated project completion date in October 2020.

Please feel free to contact me if you have any questions or require additional clarification,

Respectfully Yours,

Mark Vlastic, AICP, ASLA, LLA
Principal and President

Resolution No. 19-55

AN RESOLUTION OF SOUTH OGDEN CITY, AUTHORIZING AN AGREEMENT WITH ZIONS PUBLIC FINANCE AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE

Section 1 – Recitals

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

WHEREAS, in conformance with Utah Code (“UC”) § 10-3-717, the 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, City staff have reviewed and studied this matter and recommend that the City Council authorize the execution of an agreement with Zions Public Finance for advisory services relating to City sales tax bonds; and

WHEREAS, Zions Public Finance has demonstrated an ability to provide the services contemplated in the agreement; and

WHEREAS, the Council finds that public convenience and necessity require the actions contemplated by this resolution.

NOW, THEREFORE, BE IT RESOLVED by the GOVERNING BODY OF THE CITY OF SOUTH OGDEN:

Section 2 – Agreement Authorized

The agreement with Zions Public Finance, in substantially the form attached hereto as **Attachment A** and by this reference incorporated herein (the “Agreement”), is approved and adopted and shall be executed by the appropriate person on behalf of the City. Further, the City Manager, with assistance of legal counsel, is authorized to make such modifications to the Agreement as may be necessary prior to execution so as to protect the interests of the City and to accomplish the purposes of this resolution.

Section 3 – Prior Ordinances and Resolutions

The body and substance of all prior resolution and ordinances of the City, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

Section 4 – Repealer of Conflicting Enactments

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

Section 5 – Prior Ordinances and Resolutions

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

Section 6 – Savings Clause

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative, or unenforceable such reason shall not render any other provisions 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 7 – Date of Effect

This Resolution takes effect immediately upon publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY
THIS** on this 1st day of October, 2019.

by: _____
Russell L. Porter, Mayor

Attest:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT A

to Resolution 19-55

AN RESOLUTION OF SOUTH OGDEN CITY, AUTHORIZING AN AGREEMENT WITH
ZIONS PUBLIC FINANCE AND PROVIDING THAT THIS RESOLUTION SHALL
BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE



ZIONS PUBLIC FINANCE, INC.

**Agreement
for
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of the 1st day of July, 2019 by and between SOUTH OGDEN CITY, UTAH, hereinafter "City" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of Zions Bancorporation, N.A., hereinafter "Zions".

WITNESSETH

WHEREAS, the City desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, Zions desires to provide such advice and service to the City; and

WHEREAS, Zions is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the City desires assistance from Zions relating to the following: (check all that apply)

All financings of the City, including, but not limited to general obligation bonds, revenue bonds, lease revenue bonds, special assessment bonds, tax increment bonds, notes, and other obligations issued by the City, its Municipal Building Authority, RDA or other creation, with the exception of those financings specifically excluded under Section 2 below.

 x Only the following financings: Sales Tax Revenue and Refunding Bonds, Series 2019

 Optional Services: 1 (q), (r), (s), (t), (u)

NOW, THEREFORE, the City and Zions agree as follows:

1. Zions Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the City and agrees to act in the City's best interests. Zions agrees to provide the following services to the City as requested:

(a) Render expert financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of the City's securities, including notes, bonds, leases, and other forms of securities or financings.

- (b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt which Zions believes will be most satisfactory to the City's goals and objectives.
- (c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants, etc. Zions will quarterback the financing team with the task of keeping team members on schedule and within budget.
- (d) Work cooperatively with the City's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by the City.
- (e) Advise and assist in selecting the most advantageous method of sale.
- (f) If a negotiated sale is deemed most advantageous to the City, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).
- (g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide the City with its desired payment structure.
- (h) Attend meetings as requested by the City to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the City's governing body.
- (i) Assist the City in its preparation of financing documents, data, etc. as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.
- (j) Assist with the preparation and review of an Official Statement, or other offering documents for each security issue, setting forth financial and other information about the City and the securities being offered for sale.
- (k) Participate in a "Due Diligence" meeting of the City prior to the finalization and distribution of any Official Statement in an effort to ensure full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. The City understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate for insertion in the Official Statement and closing documents, confirming the truth and accuracy of all information contained in the Official Statement.

(l) Deliver the Official Statement or other offering document, together with the Notice of Sale, to underwriters or potential purchasers of the City's securities.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on the City's financings.

If requested, Zions will organize, assist in the preparation of, and participate in the City presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by the City.

(n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).

(o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.

(p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.

Optional Services

(q) Advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, etc.

(r) Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, business license fees, grants, and other studies as requested by the City.

(s) Draft the Preliminary Official Statement and the Final Official Statement.

(t) Perform the administrative functions of billing, collecting for special assessment areas. This includes keeping the accounting records and preparing periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with the City's foreclosure trustee if needed.

(u) Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the City's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

2. Zions hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, Zions will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the City's Municipal Advisor.

Zions will not provide municipal advisory services to the City under this Agreement with respect to any commercial banking transaction between the City and Zions, including but not limited to bank loans and leases, lines of credit, liquidity facilities, letters of credit, credit cards or other forms of credit enhancement or direct purchases of the City's bonds or leases.

3. The City agrees that in consideration for the foregoing services to be performed by Zions, the City will do the following:

(a) The City will cooperate with Zions and will provide all information which is reasonably required to enable Zions to fulfill its duties to the City.

(b) The City will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.

(c) The City will furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the City.

(d) The City will pay Zions for services herein outlined and other services incidental hereto in accordance with **Exhibit A** of this Agreement.

4. It is understood that the execution of this Agreement secures the services of Zions as the City's Municipal Advisor for a period necessary to issue the bonds contemplated including the refunding of bonds whether executed now or at some point in the future. Either party may cancel and terminate this Agreement, for any reason, 60 days prior to any anniversary date of the Agreement.

5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. Zions agrees to indemnify, save harmless and defend the City from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of Zions' negligent performance hereunder as such negligence may be determined by law.

7. Zions' services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement constitutes the entire Agreement between the parties.

9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

SOUTH OGDEN CITY
WEBER, UTAH

By _____
City Manager

ATTEST:

ZIONS PUBLIC FINANCE, Inc.
A wholly-owned subsidiary of
ZIONS BANCORPORATION, N.A.

By _____
Senior Vice President

Exhibit A
FEE Schedule
For Services outlined in Section 1(a) through 1(q) of the Agreement

For Sales & Excise Tax Revenue Bonds, the City will pay Zions a fee equal to \$2.70 per \$1,000 of proceeds delivered or a minimum of \$20,000.

FEE Schedule
For Studies Services outlined in Section 1(r) of the Agreement

If the City desires that Zions prepare a study as outlined in Section 1(r) above, the City will pay Zions an additional, mutually-agreed upon fee after the scope of the study has been determined.

Fee Schedule for Optional Services

For POS and OS Services outlined in Section 1(s) of the Agreement

If the City desires that Zions draft the preliminary official statement and final official statement, the City will pay Zions an additional fee of \$6,000 for each issue.

For Special Assessment Administration Services outlined in Section 1(t) of the Agreement

If the City desires that Zions administer the billing, collecting and accounting functions related to Special Assessment Areas, the City will pay Zions an additional, mutually-agreed upon fee after the scope of these services has been determined.

For Continuing Disclosure Services outlined in Section 1(u) of the Agreement

If the City desires that Zions prepare and file its continuing disclosure reports required by SEC Regulation 15c2-12, the City will pay Zions an additional, fee based on the following schedule:

Filing Fees¹:	Fee for Annual Financial Information Filing
Base Fee for all General Obligation Bonds Issued	<u>\$2,500.00</u>
Additional Bonds Issued:	
Lease Revenue Annual Appropriation Bonds (includes all lease revenue bonds issued).....	500.00
Revenue Bonds (includes all enterprise revenue bonds issued).....	1,500.00
Tax Increment Bonds (includes all tax increment bonds issued).....	1,500.00
Excise Tax Revenue Bonds (includes all excise revenue bonds issued).....	1,500.00
University or College Revenue Bonds (includes all university or college revenue bonds issued).....	1,500.00
Other (includes all other bonds issued).....	500.00
Material Event Notice Filing Fees:	
Fee for Late Filing (submitted after [Insert date]).....	750.00
Fee for Material Event Filing.....	500.00

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access (“EMMA”) by [insert date]. If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the “late filing.”

When applicable, Zions Public Finance, Inc. would charge a filing fee for services rendered in the event of a Material Event Notice. A “Material Event” in which disclosure is required may consist of the following:

- (a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:
 - (i) Principal and interest payment delinquencies;
 - (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

¹ Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the issuer of these increases at each billing period.

- (iv) Substitution of credit or liquidity providers, or their failure to perform;
 - (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
 - (vi) Defeasances;
 - (vii) Tender offers;
 - (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
 - (ix) Rating changes; or
 - (x) Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.
- (b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:
- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
 - (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
 - (iii) Non-payment related defaults;
 - (iv) Modifications to the rights of the owners of the Bonds;
 - (v) Bond calls; or
 - (vi) Release, substitution or sale of property securing repayment of the Bonds; or
 - (vii) Incurrence of a Financial Obligation of the District or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.

Exhibit B
Zions Public Finance, Inc.
Disclosure Statement of
Municipal Advisor

The Municipal Securities Rulemaking Board (MSRB) adopted Rule G-42 on December 23, 2015. It became effective on June 23, 2016. Section (b) of Rule G-42 requires all Municipal Advisors to disclose to their clients, in writing, any actual or potential material conflicts of interest, including with respect to certain specifically identified categories in Rule G-42, if applicable. Zions Public Finance, Inc. (hereinafter “Zions”) makes the disclosures set forth below with respect to material actual or potential conflicts of interest in connection with our Agreement for Municipal Advisory Services (the “Agreement”) dated July 1, 2019 with City, together with an explanation of how Zions addresses, or intends to manage or mitigate each conflict.

Conflicts of Interest

With respect to each actual or potential conflict disclosed below, Zions mitigates such conflicts through adherence to our fiduciary duty to City, which includes a duty of loyalty in performing all municipal advisory activities for City. This duty of loyalty obligates Zions to deal honestly and with the utmost good faith with City and to act in City’s best interests without regard to Zions’ financial or other interests. Because Zions is part of a much larger banking organization, our profitability is not dependent on maximizing short-term revenues generated from our municipal advisory activities, but instead is dependent on long-term profitability built on a foundation of integrity, quality service, and strict adherence to our fiduciary duty.

In connection with the issuance of municipal securities, Zions may receive compensation from the City for services rendered which may be contingent upon the successful closing of a transaction, and/or where our compensation may be based in whole or in part on the size of the transaction. In other situations, our compensation may be based upon an hourly rate or rates. In still other situations, our compensation may be based upon an annual retainer or a fixed fee for a given project.

Consistent with Rule G-42, Zions hereby discloses that each of these methods of compensation may present a potential conflict of interest regarding our ability to provide unbiased advice to enter into such transaction.

For example, fees that are (i) dependent upon the size of and successful closing of a transaction could create an incentive for Zions to recommend unnecessary, oversized, or disadvantageous financings in order to increase our compensation; (ii) based upon an hourly rate could create an incentive for Zions to recommend alternatives that result in greater hours worked; and (iii) based upon an annual retainer or fixed fee could incentivize Zions to recommend less time-consuming alternatives or fail to do a more thorough analysis of alternatives.

In each case, Zions represents that the potential conflict of interest relating to compensation will not impair our ability to render unbiased and competent advice or to fulfill our fiduciary duty as described above to City.

Also, Zions has numerous municipal advisory relationships with various governmental entities that may from time to time have interests that could have a direct or indirect impact on City's interests. For example, Zions' other municipal advisory clients may from time to time, and depending on specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Zions could potentially face a conflict of interest arising from these competing client interests.

In addition to serving as municipal advisor to City, Zions may, from time to time, serve as a municipal advisor to a conduit borrower. In such event, City and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to both the conduit borrower and City in a timely manner.

As a part of ZIONS BANCORPORATION, N.A., a nationally-chartered banking organization, Zions has many affiliated businesses that have provided, or desire to provide, services to governmental entities, including City.

These affiliates include:

- Zions Bank Corporate Trust, a division of ZIONS BANCORPORATION, N.A, and an entity related to Zions ("Corporate Trust"), offers corporate trustee and custodial services to municipal issuers and obligated persons. If a client engages in these services, it is done directly with Corporate Trust under a separate engagement.
- Zions Capital Advisor Institutional Liquidity Management ("ZCA"), an affiliate and SEC registered investment advisor provides discretionary money management to institutional clients for a fee. If the client engages ZCA for these services, they will be dealing directly with ZCA under their own agreement and disclosures.
- Zions Bank Capital Markets, an affiliated bank dealer, provides underwriting and dealer services to institutional clients including municipal issuers. Additionally, the dealer may take positions or underwrite securities for other municipal issuers.
- Zions Bank, a division of ZIONS BANCORPORATION, N.A, provides traditional banking services to municipal clients through their branch locations and treasury departments. Any products or services offered are subject to the terms and conditions of the bank agreement for the engagement.

Corporate Trust is the only affiliate that may be expected to provide services that are directly related to the Municipal Advisory activities to be provided by Zions within the scope of services under the Agreement. Corporate Trust acts as a Paying Agent, Registrar, Trustee, and Escrow Agent to municipal clients on municipal financings. Corporate Trust's desire to do business with City could create an incentive for Zions to recommend a course of action that increases the level of City's business activity with this affiliate. In addition to the general mitigations described above, in the event that Zions makes a recommendation to City that could influence the level of business with Corporate Trust, Zions will consider alternatives to such recommendations which will be disclosed to City along with the potential impact such recommendations and alternatives would have on City and the affiliate.

As further described below, Zions Bank, an affiliate of Zions, may from time to time make bank loans to, or purchase leases or securities from, the City, which such loans and purchases are expressly excluded from the scope of the Agreement.

After reviewing our list of existing client relationships and upcoming transactions, we cannot identify any existing material conflicts of interest that would prevent us from serving City's best interests. If Zions becomes aware of any additional potential or actual conflicts of interest after this initial disclosure, Zions will proactively disclose the detailed information, in writing, to City in a timely manner.

Legal or Disciplinary Events

Zions does not have any legal events or disciplinary history on Zions' Form MA and/or Form MA-I. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation when they occur. Each of Zions' most recent Form MA and Form MA-I filed with the SEC may be accessed electronically on the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Zions, Zions will provide complete disclosure to you in detail, allowing you to evaluate Zions, its management and personnel.

Contract Exemption for Bank Products and Direct Purchases

In our proposed Municipal Advisory Agreement, there is a provision that specifically excludes from the Agreement any commercial banking transactions with, and leases or securities purchased from the City.

When the City determines that it would like one of Zions' affiliates to directly engage in a commercial banking transaction, or purchase a lease or municipal security from the City, and provided that Zions has not previously provided any advice to the City regarding such transaction, Zions will deliver to the City an additional disclosure document indicating that (a) Zions and its personnel: (i) will not be serving as the City's municipal advisor; (ii) will not owe a fiduciary duty to the City pursuant to Section 15B of the Securities Exchange Act of 1934 regarding that transaction; and (iii) will have interests conflicting with the City; (b) all Zions (or affiliate) personnel the City deals with in such a transaction will be acting and serving as part of the affiliate's team and not on behalf of the City; (c) Zions may bill the City for standard fees in connection with such transaction, but will not bill the City for any municipal advisory fees since it won't be performing a municipal advisory function for the City with respect thereto; and (d) the City may wish to discuss information or material provided in connection with such transaction with an internal or external expert.

If Zions has previously provided any advice to you regarding the loan, lease, or security in question, our affiliates will not be allowed to purchase the transaction.

MSRB Rule G-42 specifically exempts these transactions that are less than \$1 million in par value from the prohibition on advice. Therefore, if the transaction is less than \$1 million, Zions is allowed to provide advice on the transaction, even if it is purchased by one of our affiliates.

MSRB Rule G-10: Formal Complaints

The MSRB adopted a revision of its Rule G-10 in which all Municipal Advisors are now required to provide their clients a notice which provides information regarding the process for filing formal complaints.

Zions Public Finance, Inc. is registered as a municipal advisor with the SEC (Securities Exchange Commission) and the MSRB, as required by section 15B of the Securities Exchange Act. The MSRB protects investors, state and local governments and other municipal entities, and the public interest, by regulating municipal securities firms, banks and municipal advisors that engage in municipal securities and advisory activities.

Additional information about the protections provided by MSRB Rules as well as procedures to file a formal complaint surrounding any suspected violation or unfair practice by a regulated entity, may be found in the MSRB's Investor Brochure located at www.msrb.org.