



MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: **August 18, 2020 Council Meeting**

DISCUSSION/ACTION ITEMS

- **Ordinance 20-20 – Approving a development agreement with Blue Lube, LLC.** This development agreement would allow the redevelopment of the property at 5600 S. and Harrison Blvd. The proposed development will include a Take 5 Lube Shop and a small retail pad on the west of the property (see site plan in the packet). As you are well aware, this is a challenging property to redevelop given the unique shape and the topographical challenges. The zoning for this area allows a wide variety of uses (including those being proposed). The challenge becomes trying to design a project that works with the building types, setbacks, and other requirements of the form based code. This agreement (Section 4 (c)) lists a number of exceptions to the Form Based Code that will need to be granted in order for the project to be developed. The Planning Commission held a public hearing at their Aug. 13 meeting. Only one person commented and mentioned that he was excited and in favor of seeing this property finally be developed. The Planning Commission voted to recommend council approval of this development agreement.
- **Resolution 20-24 – Adopting the FY2021 Budget.** It is hard to imagine that the budget process, that started nearly 6 months ago, is finally coming to an end. For a detailed list of all that has been incorporated into the final budget, please see Steve's Staff Report. Some of the more significant items include:
 - Reduction of Business License fees by 20 percent
 - Maintaining the property tax rate at the current 0.0027

Following the truth in taxation public hearing on Aug. 4, 2020, city staff discussed the request by some who spoke to provide some kind of a Citizen's Budget. Leesa is working on an article for the September newsletter where we will provide some simple graphs that will summarize the city's budget, including where revenues come from and where those monies are spent. We will also highlight the many projects the city is currently working on and those we plan on completing during the next budget cycle. We will also push this information out via the city's website and social media channels.

I would like to thank the department directors and especially Steve Liebersbach for the work that has been put into this year's budget preparation. The city remains in great shape financially and the

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future looks very bright with the many great projects and priorities the council has identified. I look forward to another great, successful fiscal year for South Ogden.

- ***Resolution 20-25 – Approving an agreement with Potable Divers, Inc. for water tank cleaning.***
The city is required to inspect and clean our culinary water tanks once every 5 years. This contract is with Potable Divers, Inc. and covers a three year (FY21-FY23) cleaning schedule of the city's water tanks. The total contract (over three years) is \$6,000 and will be paid for out of the Water Utility Fund. The city has been very happy with the work Potable Divers, Inc. has done for us in the past and we are glad they were the lowest, qualified bidder for this contract. Staff recommends approval of this contract.
- ***Resolution 20-26 – Approving an agreement with Ormond Construction for 675 East road project.*** This project will involve replacing 800 feet of old 4" waterline with an 8" waterline on 675 East between 42nd and 43rd Street. The project will also include replacing the 15 service lines within the project area. This project is only to replace the waterline and does not include any additional utility or roadwork. The city solicited bids from qualified contractors and Ormond Construction was determined to be the lowest qualified bidder with a total contract cost of \$195,548.66. Staff recommends approval of this contract. This project will be paid for with Water Utility funds. Staff recommends approval of this contract.
- ***Resolution 20-27 – Approving an agreement with Gold Cross Services for ambulance billing.*** In continuing our efforts to increase efficiencies and provide higher levels of service to our residents within Fire and EMS, Chief West is recommending the city transition from EMS/MC to Gold Cross Services for our ambulance billing service. EMS/MC has been doing the city's billing since 2013 when our in-house employee quit and we needed to find a company that would take it over for us. EMS/MC have been good to work with but it is expected that we will see even better results by switching to Gold Cross Services. Some of the benefits include: local company (SLC), same billing company as Riverdale (avoids conflicts in billing as we work closely with Riverdale), ability to bill for additional services that we cannot bill for with EMS/MC, and improved customer service to residents (same time zone). Although Gold Cross Services charges a higher rate (5.5%) compared to EMS/MC (3.9%), Chief West believes the city will actually see an increase in ambulance billings and collections. This is due to the benefits mentioned above. Please refer to Chief West's report for additional information and feel free to contact him with specific questions.



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

TUESDAY, AUGUST 18, 2020

WORK SESSION – 5 PM

COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, August 18, 2020. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time. No action will be taken on any items discussed during pre-council work sessions. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

II. REVIEW OF AGENDA

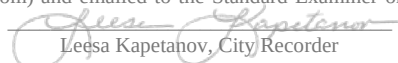
III. DISCUSSION ITEMS

A. FY2021 Budget

IV. ADJOURN

Posted to the State of Utah Website August 14, 2020

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on August 14, 2020. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, AUGUST 18, 2020

WORK SESSION – 5 PM

REGULAR COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, August 18, 2020. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time. Some members of the council may be attending 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 Strate

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

III. RESPONSE TO PUBLIC COMMENT

IV. RECOGNITION OF SCOUTS AND STUDENTS

V. CONSENT AGENDA

- A. Approval of August 4, 2020 Special Council Meeting and Regular Council Meeting Minutes

VI. DISCUSSION/ACTION ITEMS

- A.** Consideration of **Ordinance 20-20** - Approving a Development Agreement with Blue Lube LLC for the Property Located at 1498 E 5600 S
- B.** Consideration of **Resolution 20-24** – Adopting the FY2021 Budget
- C.** Consideration of **Resolution 20-25** – Approving an Agreement with Potable Divers Inc. for Water Tank Cleaning
- D.** Consideration of **Resolution 20-26** – Approving an Agreement with Ormond Construction For 675 East Road Project
- E.** Consideration of **Resolution 20-27** – Approving an Agreement with Gold Cross Services for Ambulance Billing

VII. REPORTS/DIRECTION TO CITY MANAGER

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

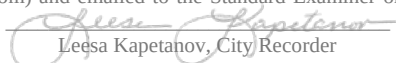
VIII. RECESS CITY COUNCIL MEETING AND ENTER INTO EXECUTIVE SESSION

Pursuant to UCA §52-4-205 1(c) to Discuss Pending or Reasonably Imminent Litigation

IX. RECONVENE CITY COUNCIL MEETING AND ADJOURN

Posted to the State of Utah Website August 14, 2020

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Leesa Kapetanov, City Recorder

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MINUTES OF THE SOUTH OGDEN CITY COUNCIL SPECIAL MEETING

TUESDAY, AUGUST 4, 2020
5 PM IN COUNCIL ROOM

SPECIAL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Council Members Strate, Howard, and Smyth joined the meeting via the Zoom meeting app.

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Parke, Information Services Manager Brian Minster, Special Events Coordinator Jamie Healy, and Recorder Leesa Kapetanov Note: City Attorney Ken Bradshaw, Police Chief Darin Parke, and City Recorder Leesa Kapetanov joined the meeting via Zoom.

CITIZENS PRESENT

No one else was present for 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

https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200804_1659.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 5:01 pm and entertained a motion to begin.
00:00:51

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

37 **II. CONSENT AGENDA**

38 Approval of July 21, 2020 Council Minutes

- 39 • The mayor asked if there were any comments concerning the consent agenda, and seeing none
40 called for a motion to approve it

41 00:02:17

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

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48 **III. DISCUSSION/ACTION ITEMS**

49 **A. Consideration of Resolution 20-23 – Approving an Agreement with Wardell Brothers**
50 **Construction for 37th Street Water Line Project**

51 • Overview 00:02:42

52 • Discussion 00:06:08

53 • Motion 00:10:32

54

55 **Council Member Howard moved to approve Resolution 20-23. Council Member Smyth**
56 **seconded the motion. After determining there was no more discussion, the mayor made a**
57 **roll call vote:**

58

59 **Council Member Orr- Yes**

60 **Council Member Strate- Yes**

61 **Council Member Stewart- Yes**

62 **Council Member Howard- Yes**

63 **Council Member Smyth- Yes**

64

65 **The agreement was approved**

66

67 **IV. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING**

- 68 • Mayor Porter indicated it was time to enter into a CDRA Board Meeting and called for a motion to do
69 so 00:11:16

70

71 **Council Member Orr moved to enter into a Community Development and Renewal Agency**
72 **Board Meeting, followed by a second from Council Member Strate. All present voted aye.**

73

74 See separate minutes.

75

76

77
78 **V. RECONVENE SPECIAL CITY COUNCIL MEETING**

- 79
 - Motion from CDRA Meeting

80 00:53:50

81 **Board Member Howard moved to adjourn the CDRA Board meeting and reconvene as the South**
82 **Ogden City Council, followed by a second from Board Member Smyth. All present voted aye.**

- 83
84
 - Finance Director Steve Liebersbach gave a brief overview of the budget and then it was

85 determined to recess the special meeting and return to it once the regular council meeting was

86 over.

87
88
89 **VI. RECESS SPECIAL COUNCIL MEETING**

90 At 5:58 pm, Mayor Porter called for a motion to recess the special meeting.

91
92 **Council Member Orr so moved, followed by a second from Council Member Stewart. Mayor**
93 **Porter made it clear the motion was made with the intention of reconvening after the regular**
94 **council meeting. The voice vote was unanimous in favor of the motion.**

95 00:56:58

96
97
98 **VII. RECONVENE SPECIAL COUNCIL MEETING**

99 Motion from regular city council meeting:

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101 **Council Member Orr moved to close the city council meeting and reconvene the special city**
102 **council meeting. Council Member Strate seconded the motion. Council Members Orr, Strate,**
103 **Stewart, Howard, and Smyth all voted aye.**

104
105 The Special City Council meeting reconvened at 6:30 pm. The recording of the remainder of this
106 meeting can be found at:

107 https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200804_1830.mp3

108 or requested from the office of the city recorder.

- 109
110
 - Mayor Porter invited anyone who had comments not related to the budget to come forward

111
112 George Garwood Jr.

113 00:00:18

- 114
 - The mayor then asked Information Systems Manager Brian Minster to read any comments

115 received for the public hearing from the previous meeting

116
117 Ken Rowley

118 00:02:58

VIII. DISCUSSION ON BUDGET

- Overview by Finance Director Steve Liebersbach
00:03:37
- Comments by City Manager Dixon on the Sustainability Model
00:23:07
- Overview by Finance Director Steve Liebersbach (resumed)
00:25:53
- Discussion by council 00:33:49

IX. ADJOURN

At 7:32, Mayor Porter called for a motion to adjourn.

Council Member Smyth so moved. The motion was seconded by Council Member Orr. The voice vote was unanimous in favor of the motion.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Special Council Meeting held Tuesday, August 4, 2020.


Leesa Kapetanov, City Recorder

Date Approved by the City Council



MINUTES OF THE SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, AUGUST 4, 2020
6 PM IN COUNCIL ROOM

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Council Member Smyth joined the meeting via the Zoom meeting app.

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Information Services Manager Brian Minster, Special Events Coordinator Jaime Healy, and Recorder Leesa Kapetanov Note: Police Chief Darin Parke joined the meeting via Zoom.

CITIZENS PRESENT

James McGregor, Bruce & Joyce Hartman, George Garwood Jr., Nancy Weston, Todd Weston

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

https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200804_1800.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 6:01 pm and called for a motion to convene

00:00:30

Council Member Howard moved to begin the council meeting, followed by a second from Council Member Smyth. In a voice vote Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.

B. Prayer/Moment of Silence

The mayor led those present in a moment of silence.

C. Pledge Of Allegiance

Council Member Orr led the Pledge of Allegiance.

- Mayor Porter read portions of a letter from Mayor Jim Miller and the City Council from Saratoga Springs thanking the South Ogden Fire Department for their recent assistance with the Knolls Fire 00:01:34
- The mayor explained how to comment over Facebook during the public hearing 00:03:15
- Mayor Porter reviewed the Truth in Taxation process 00:04:57

II. PUBLIC HEARING

To Receive and Consider Comments on the Proposed FY2021 Budget Which Includes a Property Tax Increase

- Mayor Porter called for a motion to open the public hearing 00:08:20

Council Member Stewart moved to open the public hearing. Council Member Orr seconded the motion. All present voted aye.

- The mayor invited those present who wished to comment to come forward.

George Garwood Jr. 00:09:40

Response from mayor 00:10:28

James McGregor 00:12:16

Response from mayor 00:16:14

Joshua Payne 00:12:16

This comment was made online and read by Information Systems Manager Brian Minster

Sue Weston 00:20:39

Response from mayor 00:21:03

Comments by City Manager Dixon 00:22:05

George Garwood Jr. 00:26:14

Michelle McFarland 00:28:12

This comment was made online and read by Information Systems Manager Brian Minster

- There were no more comments from those in attendance. The mayor announced they would close the public hearing, but allow online comments for the public hearing until 6:35. He called for a motion to do so. 00:28:47

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

- Mayor Porter explained they would return to the special council meeting held before the regular council meeting. They had run out of time to discuss the budget and so had simply recessed the meeting rather than adjourn it. He called for a motion. 00:29:37

87
88 Council Member Orr moved to close the city council meeting and reconvene the special city
89 council meeting. Council Member Strate seconded the motion. Council Members Orr, Strate,
90 Stewart, Howard, and Smyth all voted aye.
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92 The council meeting adjourned at 6:30 pm.
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95 Note: One comment for the public hearing was received after the meeting was closed. It was read
96 during the special city council meeting after it was reconvened. The recording of the reconvened
97 special meeting can be found at:

98 https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200804_1830.mp3
99 or requested from the office of the city recorder.
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101 The comment was from Mr. Ken Rowley and can be found at the time stamp 00:02:58.
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120 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council
121 Meeting held Tuesday, August 4, 2020.
122

123 
124 Leesa Kapetanov, City Recorder

Date Approved by the City Council

STAFF REPORT



SUBJECT: Blue Lube Development Agreement
AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: August 18, 2020

RECOMMENDATION

Staff has no recommendation.

BACKGROUND

The city has seen several proposals for this property located at 1498 E 5600 S. The topography and shape of the property make it difficult for development. The current proposal is for a Take 5 Lube Center, where the concept is that the customer stays in the car for the complete lube service. There is also a proposal for a drive-thru retail business on the site, again, where the customer would remain in the vehicle.

ANALYSIS

This piece of ground has proven that it is difficult for development. The Council will have to weigh the difficulties of development against how many exceptions you are willing to grant through a development agreement. You will need to ask yourself if the developer has really tried to meet as much of the code as possible even given the difficulties of the site.

The development agreement begins on page 16 of the packet, and the exceptions begin on page 19 (highlighted in orange.) Staff has reviewed the agreement and found two more exceptions for which the developer will need to ask; they are in the blue type on page 20. Here is a short analysis of the requested exceptions:

- Developer to have up to three bays per street façade. SOCC 10-5.1B-5-6(B)(1)(h)
 - The code only allows one bay per street façade.
- Developer need not adhere to the corner build-to zone SOCC 10-5.1B-5-6(B)(1)(c)
 - It may be impossible for anyone to meet this corner build-to requirement for this lot due to the topography

- Developer need not adhere to the front to build zone SOCC 10-5.1B-5-6(B)(1)(b)
 - This may be impossible if the building were to front on Harrison Blvd., however, it is not difficult if it faces 5600 South
- Due to the fact that the Project is a drive-through business, Developer need not adhere to the requirement of a principal entrance location for either business SOCC 10-5.1B-5-6(B)(1)(u)
 - Please see comments for the last exception to see how this request fits in with the code
- Part of the building to be stone (a stone base) and the rest of the building to be stucco. SOCC 10-5.1B-5-11(A)(1)(a)
 - This is the exception the Planning Commission recommended the City Council deny.
- Builder need not adhere to 75% front sidewalk coverage SOCC 10.51B-5-6(B)(1)(a)
 - Because the developer has two buildings on the site and they are primarily drive-thru structures and need the flow of vehicles to work, it is difficult for this development proposal to meet the 75% coverage.
- Builder need not adhere to intent of the limited bay and storefront buildings to "allow easy access to passing pedestrians...and continue the fabric of the storefront building type." SOCC 10.51B-5-6(A)
 - This is a difficult ask for the city, as it completely goes against the whole intent of the building types section of the code, let alone the intent of the Subdistrict or the entire Form Based Code itself. This development certainly does not allow easy access to passing pedestrians, as one of the requested exceptions is not to have a principle entrance on the front of the Take 5 building, and pedestrians would have to walk through a possibly busy access lane and a parking lot to get to the drive-through retail building.

Again, the Council will have the hard task of weighing the difficulties of the site against the exceptions requested in this development agreement and determine what you deem acceptable.

REPORT OF ACTION

South Ogden City Planning Commission



MEETING DATE: August 13, 2020
ITEM: Development Agreement with Blue Lube LLC
LINK: [August 13, 2020 PC Meeting](#)

Time stamps in blue (00:00:00) correspond to the audio recording

ACTION OF PLANNING COMMISSION

The planning commission recommended the city council approve the development agreement with the stipulation that developer must meet city code when it comes to the cladding (finish materials) of the buildings.

CONCERNS RAISED AT PUBLIC HEARING

No one except the developer was present to speak during the public hearing.

00:08:23

PLANNING COMMISSION DISCUSSION

- Discussion
00:21:52

MOTION

Commissioner Jones moved to approve the development agreement with the condition that the developer meet city code for cladding materials. The motion was seconded by Commissioner Howe. The chair called the vote:

Commissioner Howe-	Yes
Commissioner Bradley-	Yes
Commissioner Jones-	Yes
Commissioner Amos-	Yes

Motion passed.

ORDINANCE NO. 20-20

**AN ORDINANCE OF THE SOUTH OGDEN CITY, UTAH APPROVING AND
ADOPTING THE DEVELOPMENT AGREEMENT WITH BLUE LUBE LLC FOR THE
PROPERTY LOCATED AT 1498 E 5600 S; AND PROVIDING FOR AN EFFECTIVE
DATE.**

Section 1 - Recitals:

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

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a Development Agreement for Blue Lube LLC representing the commission's recommendations for development of the proposed project area within the municipality; and,

WHEREAS, the City Council finds that the Development Agreement for Blue Lube LLC has been subjected to the required public hearing prior to its adoption; and,

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

WHEREAS, upon petition to and based on the recommendation of the South Ogden City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Development Agreement for Blue Lube LLC; and,

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

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

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

The **Development Agreement** for Blue Lube LLC, attached as **Attachment "A"**, and fully incorporated by this reference, is approved and adopted.

The foregoing recitals are fully incorporated herein.

Section 2 - Repealer of Conflicting Enactments:

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

Section 3 - Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

Section 5 - **Date of Effect**

This Ordinance will be effective on the 18th day of August, 2020, and after publication or posting as required by law.

DATED the 18th day of August, 2020

SOUTH OGDEN, a municipal corporation

by: _____
Mayor Russell Porter

Leesa Kapetanov, CMC
City Recorder

When recorded, return to:

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

Parcel Numbers:
07-004-0045

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered as of the 29th of July, 2020, by and among South Ogden City, a political subdivision of the State of Utah (the “City”), and Blue Lube, LLC, a Utah limited liability company (the “Developer”).

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Effectiveness of this DA is contingent on Developer closing on the purchase of the Project Property as required by Article 2 of this DA.
- C. The Project Property is currently assigned the Gateway General Subdistrict as set forth in the Form Based Code within the South Ogden City Code, as amended by Ordinance 17-21, 11-21-2017, eff. 11-21-2017.
- D. The Parties desire that the Project Property be developed in a unified and consistent fashion under the Gateway General Subdistrict within the South Ogden City Code and Developer provided Concept Plan.
- E. Development of the Project Property as a vehicle service (lube shop) and a co-tenant drive-through business or other permitted use under this DA is acknowledged by the Council and Parties to be consistent with LUDMA and generally the Gateway General Subdistrict, and to operate to the benefit of the City, Developer, and the general public.
- F. The Parties acknowledge that development of the Project Property under this DA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly redevelopment of the Project Property and increasing property tax, sales tax and other revenues to the City based on improvements to be constructed on the Project Property.
- G. Development of the Project Property under this DA will also result in significant benefits to Developer by providing assurances to Developer it can develop the Project Property under this DA.

H. The Parties have cooperated in the preparation of this DA.

I. The Parties desire to enter into this DA to specify the rights and responsibilities of Developer to develop the Project Property and the rights and responsibilities of the City to allow and regulate such development under the requirements of this DA.

J. The Parties understand and intend that this DA is a “development agreement” within the meaning of and entered into under Utah Code Ann. § 10-9a-102 and SOCC11-3-1G.

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

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

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

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

(i) “DA” means this Development Agreement including all of its Exhibits.

(ii) “Buildout” means the completion of all of the development on the entire Project Property under this DA.

(iii) “City” means South Ogden City, a political subdivision of the State of Utah.

(iv) “City Code” means the South Ogden City Code, as amended.

(v) “Concept Plan” means the documents provided by Developer for the Project, which is attached as Exhibit “A”.

(vi) “Council” means the elected City Council of the City.

(vii) “Developer” means Blue Lube, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA (other than a Sub developer).

(viii) “Development” means the development of a Parcel or a portion thereof under an approved Development Application.

(ix) “Development Application” means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

(x) “Elevations” means the elevations provided by Developer attached as Exhibit “C”.

(xi) “Form Based Code” means specific regulations applied to the Gateway General Subdistrict within the City’s Zoning Regulations.

(xii) “LUDMA” means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq.

(xiii) “Notice” means any notice to or from any party to this DA.

(xiv) “Parties” mean the City and Developer. Each may be referred to individually as a “Party”.

(xv) “Planning Commission” means the City's Planning Commission.

(xvi) “Project” means the total development to be constructed on the Project Property under this DA and all of the other aspects approved as part of this DA.

(xvii) “Project Property” means approximately .91 acres of land subject to a Real Estate Purchase Contract with Developer located in the City, more particularly described in Exhibit “B” attached hereto and located at 1498 East 5600 South in the City of South Ogden.

(xviii) “Site Plan” all documents necessary under City Code 10-5.1B-10-2E(3)(b).

(xix) “Substantial Completion” means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.

(xx) “Zoning” means the zoning for the Project.

(xxi) “Zoning Ordinance” means the Zoning Regulations contained within the City Code.

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

(a) Developer closes on the purchase of the Project Property on or before October 31, 2020; and

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

The Parties understand and agree that the Project Property is intended to meet the general and conditional use requirements of the Zoning Ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 6 months from the date of signatures to this agreement, this DA shall be void.

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

4. **Development of the Project.**

(a) **Project Development.** Development of the Project shall be under the Gateway General Subdistrict to include: vehicle service (lube shop), a co-tenant drive-through business (or other permitted use) and accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and in substantial accordance with the Concept Plan and the Elevations.

(b) **Adoption of Project Standards.** The Parties understand and acknowledge that the Gateway General Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards except as set forth herein.

(c) **Project Standards Exceptions.** The following exceptions to the Gateway General Subdistrict and applicable Building Type standards will apply to this DA:

(i) Developer to have up to three bays per Street Façade. SOCC 10-5.1B-5-6(B)(1)(h)

(ii) Developer need not adhere to the Corner ~~to~~-Build-to Zone due to the topography. SOCC 10-5.1B-5-6(B)(1)(c)

(iii) Developer need not adhere to the Front ~~to~~-Build-to Zone SOCC 10-5.1B-5-6(B)(1)(b)

(iv) Due to the fact that the Project is a drive-through business, Developer need not adhere to the requirement of a principal entrance location for either business SOCC 10-5.1B-5-6(B)(1)(u)

Exception PC recommended the Council deny

Exceptions staff added after review

(v) ~~Part of the building to be stone (a stone base) and the rest of the building to be stucco. SOCC 10-5.1B-5-11(A)(1)(a)~~

(v) Developer need not adhere to 75% front sidewalk coverage or occupation of corner. SOCC 10.51B-5-6(B)(1)(a)

(vi) Developer need not adhere to intent of the limited bay and storefront buildings to "allow easy access to passing pedestrians...and continue the fabric of the storefront building type." SOCC 10.51B-5-6(A)

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

(e) Approval Processes. Development approval of the Project shall follow the review processes in the Gateway General Subdistrict within the Zoning Ordinance and this DA.

(f) Project Fees. The Parties acknowledge that the City charges impact fees, building permit fees, and other fees and that Developer will be subject to all applicable fees.

5. **Vested Rights and Reserved Legislative Powers.**

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

(b) Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights as set forth above must meet the compelling, countervailing public interest standard in Utah Code Aim. §10-9a-509.

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

6. **Developer's Non-Performance.** Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within five (5) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or

obligations hereunder.

7. **Term of Agreement.** The term of this Agreement (the “*Term*”) shall be for a period of 10 years following the effective date specified above, unless it is terminated earlier, or its Term is modified by written amendment to this Agreement; provided that this Agreement shall continue to

be effective perpetually as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement.

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

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

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

11. Notices.

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

To Developer:

Blue Lube, LLC
1413 East Nashi Lane
Draper, UT 84020

To the City:

South Ogden City
Attn: City Manager

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

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

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

12. Assignment and Transfer of Development.

(a) Assignment. Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion therefor, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 12, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

(b) Security Interests. This Section 13 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

(c) Change in Control. A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 12. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes of this section, an "affiliate" is an entity in which the owner(s) of Developer both holds an ownership stake of more than 50 percent and over which the owner of Developer is able to exert control

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

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

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

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

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

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

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

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

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

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

23. **Authority.** The Parties to this DA each warrant that they have the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on_____, 2020.

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

SOUTH OGDEN CITY

By: _____
Its: _____

State of Utah)
 §
County of Weber)

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

Witness my hand and official seal.

(notary signature)

(seal)

BLUE LUBE, LLC

By: _____
Its: _____

State of Utah)
 §
County of _____)

On this____day of _____, the year_____, before me,_____a notary public, personally appeared_____, proved on the basis of satisfactory

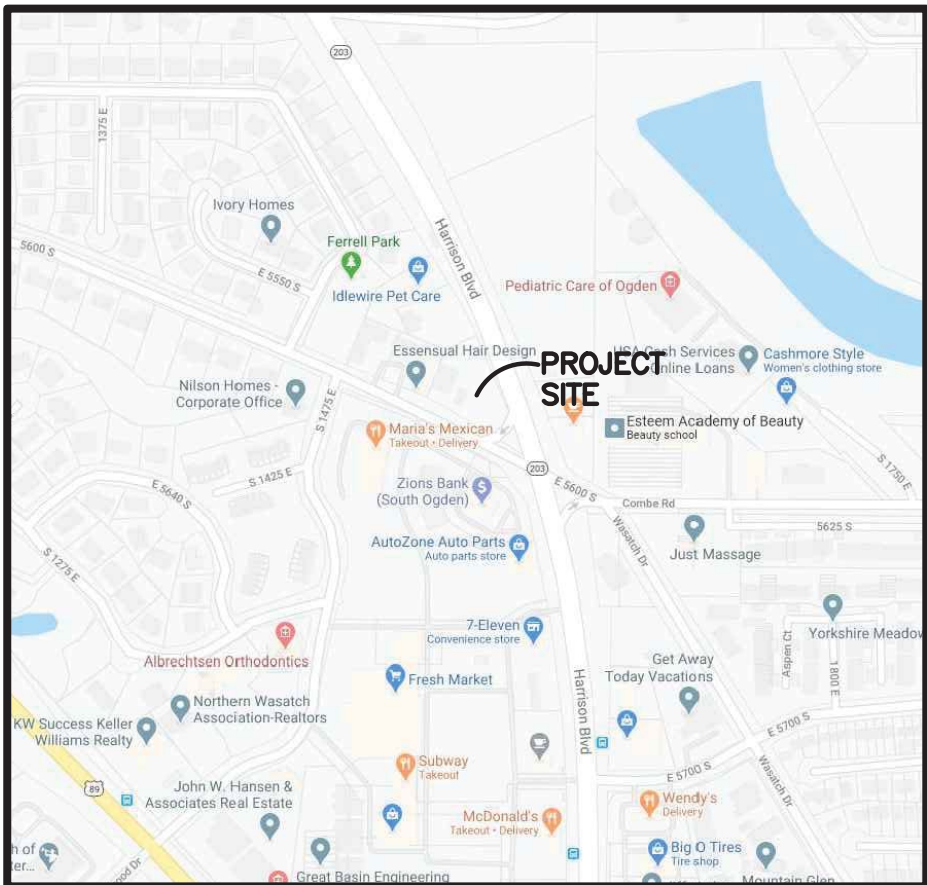
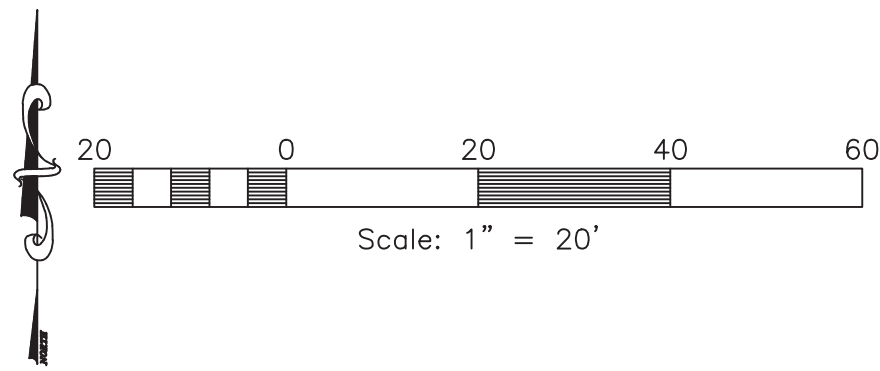
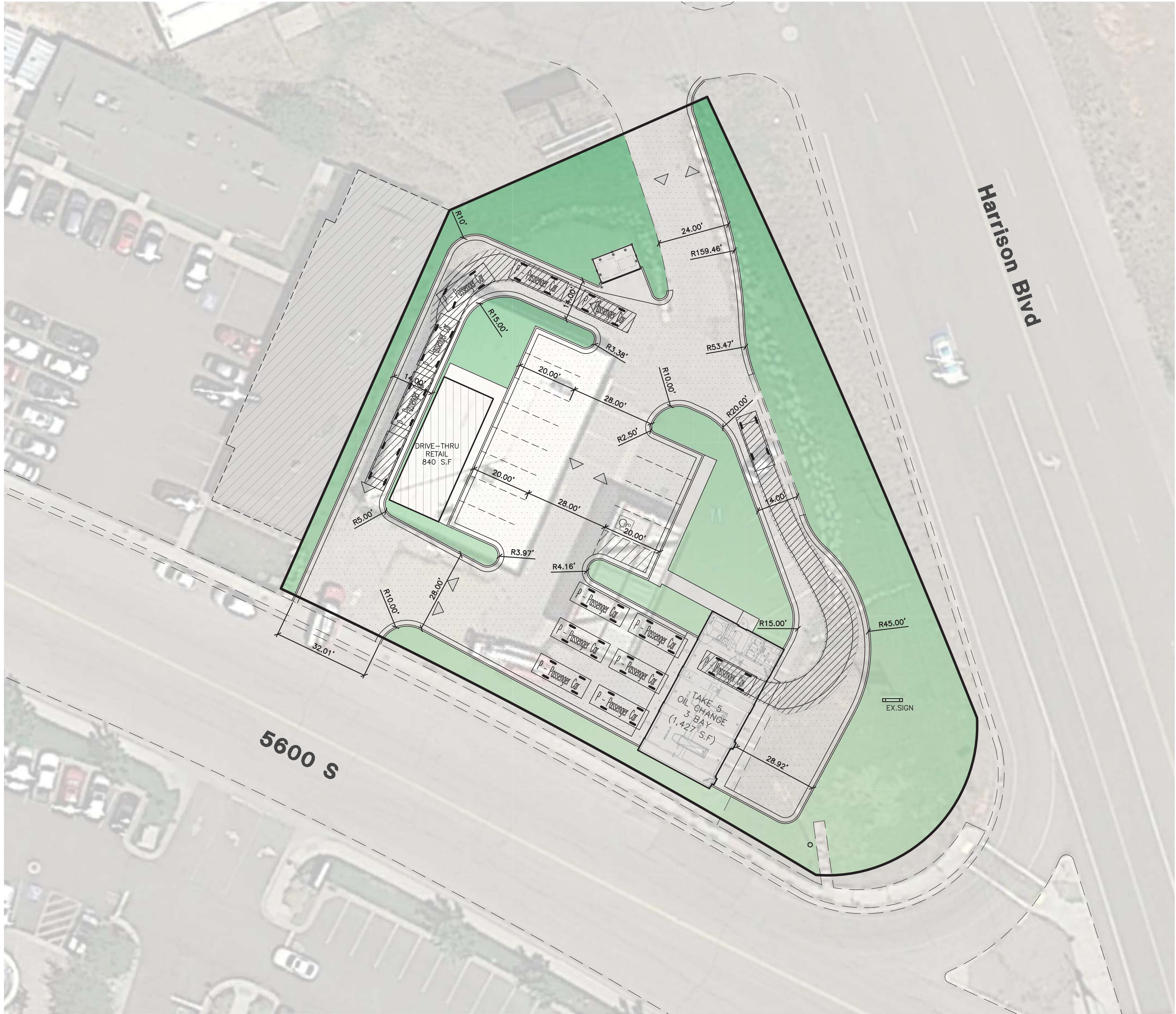
evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

**Exhibit “A”
Concept Plan**



Vicinity Map
NOT TO SCALE

SITE DATA

PARKING:	12 STALLS PROVIDED (1 A.D.A.)
PARCEL AREA:	34,553 S.F. (0.79 ACRES)
BUILDING AREA:	2,267 S.F.
ASPHALT AREA:	15,095 S.F (0.35 ACRES)
LANDSCAPE AREA:	13,885 S.F. (0.32 ACRES)
LS AREA:	40.2%

Reeve & Associates, Inc.

RA

5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeve-associates.com

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DATE	DESCRIPTION
	07-09-20 JM	PRELIM
	07-10-20 NF	REVISED
	07-14-20 JM	REVISED
	07-14-20 JM	ALT 2
	07-15-20 JM	REVISED
	07-15-20 JM	3 BAY

Reeve & Associates, Inc. - Solutions You Can Build On

Take 5 Oil
1498 E 5600 S
SOUTH OGDEN, WEBER COUNTY, UTAH

Preliminary Site Plan
Alt 2



Project Info.	
Engineer:	J. NATE REEVE
Drafter:	J. MEYERS
Begin Date:	JULY 2020
Name:	TAKE 5 OIL SOUTH OGDEN
Number:	7477-01

Sheet	-
1	Sheets

Exhibit “B”
Project Property Description
Legal Description

Exhibit "B"
Project Property Description
Legal Description

LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT WHICH IS NORTH 18 FEET, MORE OR LESS (17.87 FEET) ALONG THE QUARTER SECTION LINE TO THE CENTERLINE OF THE EXISTING STATE HIGHWAY, NORTH 31°27' WEST 840 FEET; SOUTH 58°33' WEST 75 FEET; SOUTH 58°17' WEST 185.72 FEET ALONG AN EXISTING FENCE; AND SOUTH 22°45' WEST 85.00 FEET ALONG A FENCE AND SOUTH 67°00' EAST 250 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER AND RUNNING THENCE SOUTH 22°45' WEST 143 FEET, MORE OR LESS, TO THE NORTH STREET LINE 305 FEET, MORE OR LESS, TO THE WEST LINE OF STATE HIGHWAY 375.4 FEET (RADIUS 3768.8 FEET); THENCE SOUTH 65° WEST 94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF THE SUBJECT PROPERTY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 27, 1977 AS ENTRY NO. 715586 IN BOOK 1205 AT PAGE 103, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PROJECT S-162(3) (ALSO KNOWN AS SR-203, HARRISON BLVD.) AND THE NORTHERLY RIGHT OF WAY LINE OF PROJECT FAP 62-B (5600 SOUTH STREET, SOUTH OGDEN), WHICH POINT IS 301.05 FEET NORTH 57°35' WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 15 (WHICH CORNER WAS RESTORED BY THE WEBER COUNTY SURVEYOR ON 1960), SAID POINT BEING 65 FEET RADially DISTANT WESTERLY FROM THE CENTER LINE OF PROJECT SP-1641 AT ENGINEER STATION 8+20; THENCE NORTH 115.0 FEET ALONG THE ARC OF A 3,754.8 FOOT RADIUS CURVE TO THE LEFT (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS NORTH 17°17' WEST) WHICH ARC IS THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTHWESTERLY 85 FEET, MORE OR LESS, ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE RIGHT (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS SOUTH 19°02' EAST) TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTHEASTERLY 100.0 FOOT, MORE OR LESS, ALONG SAID SOUTHWESTERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

LESS AND EXCEPTING THAT PORTION LYING WITHIN THE STATE HIGHWAY.

**Exhibit “C”
Elevations**

ATTACHMENT “A”

ORDINANCE NO. 20-20

An Ordinance Of The South Ogden City, Utah Approving And Adopting The Development Agreement With Blue Lube LLC For The Property Located At 1498 E 5600 S; And Providing For An Effective Date.

18 Aug 20

[Attachment to be provided by city recorder]

FY 2021 Final Budget Notes 8/18/2020

This is a listing of the accounts that have been adjusted in the budget since the 8/04/2020 meeting:

- 10-32-100 = Business License fees – reduced \$13,000
 - Offset is an increase of 10-39-800 Appropriation of Fund Balance
- Added in 3 sports to the Recreation department
 - 10-34-500 = Football - \$10,700
 - 10-34-450 = Volleyball - \$2,638
 - 10-34-375 = Flag Football - \$2,351
 - 10-71-125 = Temporary Employees - \$33,111
- 10-55-131 = WTC – A/C Contract reduced by \$11,176
 - 10-55-247 = Animal Control Costs increased by \$11,176
- 10-70-549 = Constrn Mgmt – Burch Creek - \$22,122 (lowered \$12,545)
- 10-70-550 = Burch Creek Park Construction - \$2,595,030 (lowered \$643,232)
- 10-70-552 = Construction Mgmt – Club Heights - \$0.00 this has been totally removed as it has not been submitted yet but will need to be added in. The design contract has been completed and paid 100%. (lowered \$24,970)
- 10-39-800 = Appropriation of Fund Balance - \$1,455,078 (lowered \$667,747)

The following accounts in the water, sewer & storm drain funds were also adjusted:

- 51-40-656 = 675 East 4250 South
- 51-40-703 = Oakwood & Crestwood
- 51-30-890 = Appropriation of Fund Balance – Water Fund
- 52-40-650 = Manhole Replacement @ 36th St
- 52-40-656 = 40th St Reline
- 52-40-705 = Replace 700 E/H Guy Child
- 52-30-890 = Appropriation of Fund Balance – Sewer Fund
- 53-40-656 = Jefferson 36th to 38th
- 53-40-658 = Oakwood/Crestwood Project
- 53-40-710 = 40th St Storm Drain – Phase II
- 53-30-890 = Appropriation of Fund Balance – Storm Drain Fund

These were adjusted to reflect the most recent information as they are projects in progress.

RESOLUTION NO. 20-24

A RESOLUTION OF THE CITY OF SOUTH OGDEN CITY, UTAH, ADOPTING THE BUDGET, TOGETHER WITH ITS ASSOCIATED FORMS, SCHEDULES, AND ATTACHMENTS, FOR SOUTH OGDEN CITY FOR THE FISCAL YEAR FROM JULY 1, 2020 TO JUNE 30, 2021; ADOPTING PAY AND COMPENSATION PLANS AND SCHEDULES FOR EMPLOYEES, APPOINTED AND ELECTED OFFICIALS; RATIFYING AND READOPTING THE CITY'S ADMINISTRATIVE CODE; MAKING CERTAIN AMENDMENTS TO THE CITY'S CONSOLIDATED FEE SCHEDULE; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE CITY RECORDER.

WHEREAS, the City Council finds that at a regularly scheduled meeting of the City Council of South Ogden City, held during May, 2020, under the Uniform Fiscal Procedures act for Utah Cities, Utah Code ("UC") §10-6-101, et. seq., as amended, the City Manager submitted to the City Council of South Ogden City the proposed Operating Budget; Capital improvements Budget; Enterprise Funds Budgets; and the Water, Sewer, and Garbage Budgets, and his budget message, including certain changes that should be made to the city's consolidated fee schedule, all for the fiscal year of July 1, 2020 To June 30, 2021, as required by the statute; and,

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

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

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

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

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

WHEREAS, the City Council finds that UC §10-6-118, as amended, requires that before the 22nd day of June each year, or August 18th, as is the case this year since the budget contemplates enacting a property tax increase under UC §59-2-919 through §59-2-923, the City Council shall by resolution or ordinance, adopt a budget for the ensuing fiscal year for each fund for which a budget is required; and,

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

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

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

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

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

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

SECTION 1. **Findings of Governing Body.** The City Council finds that the budget, comprising the Operating Budget; Capital Improvements Budget; Enterprise Funds Budgets, including the determination – following the required public hearing – that the City will not charge itself for its own utility service use; Changes to the City's Consolidated Fee Schedule; Personnel Schedules, identifying the classification and pay plan for employment positions for each department including certain Non-Merit Special employee positions, and elected and statutory officials' compensations schedules, as the budget and schedules have been adjusted and amended as depicted and detailed in **Attachment "A"**, attached and incorporated by this reference as if set out fully, is adopted, with all identified funds and allocations thereto created, re-created, or reaffirmed and made the official budget of South Ogden City for the fiscal year of July 1, 2020 To June 30, 2021.

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

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

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

PASSED AND ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 18th day of August, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 20-24

A RESOLUTION OF THE CITY OF SOUTH OGDEN CITY, UTAH, ADOPTING THE BUDGET, TOGETHER WITH ITS ASSOCIATED FORMS, SCHEDULES, AND ATTACHMENTS, FOR SOUTH OGDEN CITY FOR THE FISCAL YEAR FROM JULY 1, 2020 TO JUNE 30, 2021; ADOPTING PAY AND COMPENSATION PLANS AND SCHEDULES FOR EMPLOYEES, APPOINTED AND ELECTED OFFICIALS; RATIFYING AND READOPTING THE CITY’S ADMINISTRATIVE CODE; MAKING CERTAIN AMENDMENTS TO THE CITY’S CONSOLIDATED FEE SCHEDULE; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE CITY RECORDER.

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18 Aug 20

[Attachment to be provided by Finance Director]

STAFF REPORT



SUBJECT: Adopting FY 2021 Final Budget
AUTHOR: Steve Liebersbach
DEPARTMENT: Finance
DATE: 8/18/2020

RECOMMENDATION

It is the recommendation of staff that the City Council approve Resolution 20-24, Adopting the FY 2021 Final Budget.

BACKGROUND

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

ANALYSIS

After many meetings and hours of work the document before you will serve as the City's Budget for Fiscal Year 2021. Just a reminder, this is a fluid document and can be amended periodically throughout the year by the Council as they see fit and as events and conditions develop and change in the City.

SIGNIFICANT IMPACTS

The budget covers all funds of the City and has significant impacts on the operations of the services provided by the City to the residents. The budget includes the proposed property tax increase, maintaining the certified tax rate at .002700. There are no proposed increases to the utility funds' base fees or usage structures.

ATTACHMENTS

None

South Ogden City

FY 2021

Final Budget

Adopted

August 18, 2020

Resolution – 20-24

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
GENERAL FUND					
TAX REVENUE					
10-31-100	Property Tax Collections CY	3,025,255	3,060,295	3,052,430	3,329,520
10-31-105	Prop 1 Tax Increment	276,876	269,160	299,238	281,499
10-31-200	Property Tax - Delinquent	64,970	45,391	47,136	51,252
10-31-250	Motor Vehicle & Personal Prop.	214,753	208,867	207,307	203,064
10-31-300	General Sales and Use Taxes	3,703,764	3,960,763	3,812,077	3,791,236
10-31-400	Utility Franchise Fee	174,319	363,186	364,620	363,190
10-31-500	Franchise Tax	291,109	314,600	225,756	278,305
10-31-550	Municipal Energy Use Tax	845,729	867,112	868,286	864,390
Total TAX REVENUE:		8,596,776	9,089,374	8,876,850	9,162,456
LICENSES & PERMITS					
10-32-100	Business Licenses	127,562	95,673	136,941	132,873
10-32-160	Good Landlord Licenses	39,518	46,722	10,151	.00
10-32-200	Building Permits	68,552	97,520	122,474	111,000
10-32-300	Animal Licenses	10,788	11,330	8,233	9,631
10-32-325	Micro-Chipping Fees	600	1,251	1,560	1,500
10-32-350	Animal Adoptions	40,375	45,060	32,290	45,060
10-32-375	Animal Shelter Fees	3,378	10,103	6,298	10,103
Total LICENSES & PERMITS:		290,773	307,659	317,946	310,167
INTERGOVERNMENTAL REVENUE					
10-33-100	CARES Act Funding	.00	.00	510,251	.00
10-33-150	State Liquor Fund Allotment	20,094	20,496	20,514	21,000
10-33-600	State/Local Grants	421,160	1,298,320	1,338,872	205,186
10-33-900	Class "C" Road Fund Allotment	647,012	653,608	524,121	604,767
10-33-925	Resource Officer Contract	35,156	46,875	46,875	48,657
Total INTERGOVERNMENTAL REVENUE:		1,123,423	2,019,299	2,440,633	879,610
RECREATION & PLANNING FEES					
10-34-200	Baseball Revenue	16,690	22,115	306	6,635
10-34-250	Soccer	70-	4,984	2-	1,495
10-34-300	Spike/Kickball Fees	5	.00	334	.00
10-34-350	Basketball Fees	20,645	23,386	18,863	7,016
10-34-352	Comp Youth Basketball	67,635	45,495	37,015	13,649
10-34-354	Comp Adult Basketball	13,270	4,156	1,705	1,247
10-34-356	Comp Adult Volleyball	.00	1,555	.00	467
10-34-375	Flag Football	2,938	3,353	2,701	2,351
10-34-450	Volleyball Registration	3,297	4,851	3,051	2,638
10-34-500	Football	11,059	12,423	1,631	10,700
10-34-505	Football Apparel	3,585	4,670	3,120	1,401
10-34-550	Tennis / Pickleball	.00	1,545	1,021	464
10-34-575	Concession Revenues	.00	2,060	.00	.00
10-34-600	Community Facility Rental Fees	4,025	.00	.00	.00
10-34-700	Plan Check Fee	26,226	34,093	45,207	34,093
10-34-725	Engineering Review Fees	1,216	1,133	4,400	2,500
10-34-726	Zoning/Subdivision Fees	2,145	644	1,825	1,500
10-34-750	Street Cut Fee	2,670	4,413	5,809	5,000
10-34-850	Bowery Rental	3,250	5,562	1,400	1,000
10-34-875	Sex Offender Registration Fee	450	515	525	450
10-34-900	Public Safety Reports	23,017	17,496	17,550	13,997

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
Total RECREATION & PLANNING FEES:		202,054	194,449	146,460	106,603
FINES & FORFEITURES					
10-35-200	Fines- Regular	633,673	630,496	501,265	390,248
10-35-300	Alarm Fines/Permits	5,560	6,283	6,600	6,283
Total FINES & FORFEITURES:		639,233	636,779	507,865	396,531
MISCELLANEOUS REVENUE					
10-36-100	Interest	147,813	134,490	141,360	113,508
10-36-105	Cash Over/Short	16	.00	54-	.00
10-36-400	Sales of Fixed Assets	358,518	136,419	222,229	.00
10-36-500	75th Anniversary Sales	.00	.00	40	.00
10-36-600	560 39th Rental	3,000	.00	.00	.00
10-36-601	Donations to South Ogden City	32,832	5,641	6,516	.00
10-36-700	Contractual Agreement Reven	124,601	295,214	286,965	150,657
10-36-900	Misc. Revenue	69,961	28,331	52,407	11,000
10-36-950	Traffic School	200	258	125	200
Total MISCELLANEOUS REVENUE:		736,940	600,353	709,587	275,365
CHARGE FOR SERVICE & TRANSFERS					
10-39-100	Bond Financing Proceeds	.00	4,300,000	4,300,000	.00
10-39-150	Lease Financing	1,520,642	576,927	565,511	.00
10-39-242	Transfer in from Sewer Fund	9,540	10,017	.00	10,418
10-39-244	Transfer in from Storm Drain	13,780	14,469	.00	15,048
10-39-250	Transfer in from Water Fund	49,820	52,311	.00	54,404
10-39-300	Transfer In From CPF	.00	750,000	.00	3,250,000
10-39-350	Charge for Service - CDRA	4,297	5,300	5,292	5,502
10-39-400	Charge for Service - Water Fnd	237,084	244,457	244,452	247,070
10-39-410	Charge for Service - Sewer Fnd	256,308	248,852	248,844	283,644
10-39-420	Charge for Svc - Storm Drn Fnd	144,396	137,981	137,976	161,458
10-39-430	Charge for Service - Grbge Fnd	117,996	120,712	120,708	100,092
10-39-440	Charge for Service - Amb Fnd	65,472	57,531	57,528	64,796
10-39-700	Appropriated Fund Bal-Class C	.00	50,000	.00	50,000
10-39-800	Appropriated Fund Balance	.00	3,627,531	.00	1,455,078
Total CHARGE FOR SERVICE & TRANSFERS:		2,419,336	10,196,088	5,680,311	5,697,510
Total Revenue:		14,008,534	23,044,001	18,679,652	16,828,242
COUNCIL					
10-41-110	Salaries and Wages	121,110	123,657	122,422	130,645
10-41-130	Employee Benefits	25,461	24,901	26,362	26,538
10-41-210	Books, Subscrip. & Memberships	10,323	10,500	11,610	11,000
10-41-230	Travel & Training	8,004	6,500	1,616	6,500
10-41-240	Supplies	668	500	1,084	500
10-41-700	Small Equipment	.00	2,500	1,737	750
10-41-750	Capital Outlay	.00	9,132	9,132	.00
Total COUNCIL:		165,565	177,690	173,963	175,933
LEGAL DEPARTMENT					
10-42-110	Salaries and Wages	64,752	74,044	69,374	80,232
10-42-130	Employee Benefits	16,078	18,528	16,330	19,964

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-42-210	Books, Subscriptions & Member	964	1,000	1,662	1,000
10-42-230	Travel & Training	725	500	50	500
10-42-240	Supplies	.00	500	.00	500
10-42-280	Telephone	900	900	900	900
10-42-320	Prosecutorial Fees	2,200	1,000	2,200	1,000
10-42-750	Capital Outlay	.00	1,355	1,355	.00
Total LEGAL DEPARTMENT:		85,620	97,827	91,871	104,096
Court Department					
10-43-110	Salaries & Wages	141,404	154,970	148,720	179,877
10-43-130	Employee Benefits	55,517	60,809	43,668	53,343
10-43-210	Books, Subscriptions, & Mbrshp	493	500	519	500
10-43-230	Travel & Training	1,967	1,500	956	1,500
10-43-240	Office Supplies	2,387	2,500	1,112	2,000
10-43-275	State Surcharge	143,252	150,000	123,092	98,967
10-43-280	Telephone	275	300	200	300
10-43-300	Public Defender Fees	19,000	15,000	12,900	15,000
10-43-305	Wasatch Constable Contract	1,574	56,640	14,150	26,000
10-43-310	Professional & Technical	4,397	3,500	12,334	3,500
10-43-329	Computer Repairs	50	250	.00	250
10-43-330	Witness Fees	333	1,400	315	1,400
10-43-700	Small Equipment	443	300	150	300
10-43-750	Capital Outlay	2,745	2,432	2,432	.00
Total Court Department:		373,837	450,101	360,547	382,937
ADMINISTRATION					
10-44-110	Salaries and Wages	535,393	563,951	562,390	611,337
10-44-130	Employee Benefits	212,213	228,059	215,614	232,924
10-44-210	Books, Subscriptions & Member	4,991	4,000	5,704	4,000
10-44-230	Travel & Training	15,715	18,500	9,157	18,500
10-44-240	Office Supplies & Miscell	5,467	7,500	5,030	6,500
10-44-247	Car Allowance	6,804	6,804	6,804	6,804
10-44-248	Vehicle Maintenance	90	500	430	500
10-44-280	Telephone	4,902	4,980	4,995	4,980
10-44-300	Gas, Oil & Tires	385	750	482	750
10-44-310	Professional & Technical	9,775	16,900	8,630	13,500
10-44-329	Computer Repairs	.00	250	656	250
10-44-600	Service Charges	39,911	41,000	41,680	44,000
10-44-700	Small Equipment	2,353	1,500	1,051	1,500
10-44-750	Capital Outlay	11,292	5,341	5,619	.00
Total ADMINISTRATION:		849,291	900,035	868,242	945,545
NON-DEPARTMENTAL					
10-49-130	Retirement Benefits	15,727	28,778	41,075	33,479
10-49-220	Public Notices	4,985	5,000	5,502	5,000
10-49-250	Unemployment	345	2,000	100	2,000
10-49-255	Ogden Weber Chamber Fees	3,000	3,000	3,000	3,000
10-49-260	Workers Compensation	124,951	130,220	117,233	73,500
10-49-290	City Postage	48,500	54,500	47,500	54,500
10-49-291	Newsletter Printing	7,285	9,750	7,625	8,100
10-49-310	Auditors	12,500	13,500	10,050	13,500
10-49-320	Professional & Technical	39,489	40,500	12,888	30,000
10-49-321	I/T Supplies	3,241	3,000	2,586	3,000

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-49-322	Computer Contracts	56,800	69,500	69,624	69,500
10-49-323	City-wide Telephone	5,857	5,700	6,239	5,700
10-49-324	City-wide Internet	6,525	6,360	6,657	6,360
10-49-329	Server Repairs	5,209	8,000	7,934	5,000
10-49-400	Unreserved	15,000	31,587	.00	25,000
10-49-430	Sales Tax Admin Fee	.00	26,500	24,846	26,826
10-49-450	Homeless Shelter State Fee	.00	31,000	29,214	31,905
10-49-500	City Safety/Wellness Program	7,267	12,000	5,400	12,000
10-49-510	Insurance	172,013	199,500	178,966	185,000
10-49-515	City Donations	4,100	4,100	500	4,100
10-49-520	Employee Assistance Plan	3,600	3,600	3,600	3,600
10-49-596	Holiday Dinner	4,957	5,500	5,430	5,500
10-49-597	Employee Recognition Prog	10,445	10,000	7,175	10,000
10-49-598	OFFH	4,261	4,200	4,426	4,200
10-49-599	Easter Egg Hunt	2,692	3,000	18	3,000
10-49-600	Community Programs	7,567	4,000	4,640	4,000
10-49-601	Community Brand	325	.00	.00	.00
10-49-605	Continuing Education	2,017	7,000	3,421	7,000
10-49-607	Soba	976	1,200	940	1,200
10-49-610	Government Immunity	255	6,500	.00	6,500
10-49-700	Small Equipment	11,510	2,000	577	2,000
10-49-750	Capital Outlay	63,192	26,000	27,457	.00
Total NON-DEPARTMENTAL:		644,589	757,495	634,624	644,470
ELECTIONS					
10-50-240	Supplies	.00	22,000	21,044	.00
Total ELECTIONS:		.00	22,000	21,044	.00
BUILDING AND GROUNDS					
10-51-260	Senior Center Maint & Util	7,757	.00	553	.00
10-51-262	Old City Hall Utilities	6,148	.00	801	.00
10-51-263	Fire Station #82 Utilities	7,123	8,000	7,881	8,000
10-51-264	Station #82 Maintenance	4,670	7,500	7,293	2,000
10-51-265	Cleaning Contract	21,094	27,000	18,507	27,000
10-51-266	Elevator Maintenance	7,868	6,200	6,059	11,750
10-51-270	New City Hall Maintenance	28,462	60,900	42,674	30,000
10-51-275	New City Hall Utilities	107,497	73,000	73,944	115,331
10-51-280	Old City Building Repairs	459	.00	.00	.00
10-51-750	Capital Outlay	60,081	60,081	60,081	60,081
Total BUILDING AND GROUNDS:		251,157	242,681	217,793	254,162
PLANNING & ZONING					
10-52-120	Commission Allowance	5,900	6,300	5,350	6,300
10-52-210	Books, Subscrip, Memberships	.00	250	39	250
10-52-230	Travel & Training	.00	500	.00	500
10-52-240	Commercial Form Based Zoning	9,923	5,000	.00	5,000
10-52-310	Professional & Technical Servi	76,514	80,000	80,395	75,000
10-52-330	General Plan Revision	.00	80,000	50,656	38,040
Total PLANNING & ZONING:		92,337	172,050	136,440	125,090
POLICE SERVICES					
10-55-110	Full time wages - Police	1,523,268	1,590,073	1,615,778	1,705,314

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-55-111	Part time wages - Police	31,813	33,546	33,571	37,281
10-55-112	Overtime wages - Police	30,313	62,593	51,427	37,310
10-55-114	Bailiff Wages	1,415	.00	.00	.00
10-55-115	Animal Control Wages	51,007	55,341	49,488	49,242
10-55-116	Crossing Guards	14,043	21,869	14,751	22,700
10-55-130	Benefits - DPS	1,005,383	1,120,199	1,003,436	1,115,804
10-55-131	WTC - A/C Contract	53,057	56,322	62,986	54,908
10-55-132	Liquor Funds Expenditures	38,728	34,320	27,594	22,587
10-55-150	Death Benefit Ins. - Police	2,425	2,395	321	2,395
10-55-210	Mbrshps, Bks & Sub - Police	5,978	6,500	6,138	6,500
10-55-230	Travel & Training - Police	12,967	15,500	14,627	15,500
10-55-240	Office Supplies - Police	4,062	6,000	4,835	6,000
10-55-245	Clothing Contract - Police	19,921	20,000	12,582	20,000
10-55-246	Special Dept Supplies - Police	10,199	14,000	11,318	14,000
10-55-247	Animal Control Costs	46,024	42,454	41,153	29,883
10-55-248	Vehicle Maintenance - Police	16,764	23,355	12,306	19,000
10-55-250	Equipment Maintenance - Police	56	2,000	39	2,000
10-55-280	Telephone/Internet - Police	22,315	22,500	21,084	22,500
10-55-300	Gas, Oil & Tires - Police	61,656	54,000	52,469	54,000
10-55-310	Professional & Tech - Police	13,215	23,727	20,995	23,727
10-55-323	MDT/Radio Repairs	.00	2,500	2,219	2,500
10-55-329	Computer Repairs - Police	2,089	1,400	863	1,400
10-55-350	Crime Scene Investigations	32,577	33,186	33,186	34,448
10-55-400	Weber/Morgan Strike Force	17,094	17,101	17,101	17,146
10-55-450	K-9	1,876	2,000	1,521	2,000
10-55-470	Community Education - Police	603	1,000	24	1,000
10-55-649	Lease Interest/Taxes	2,453	4,075	3,592	.00
10-55-650	Lease Payments - Police	39,160	104,032	105,917	42,000
10-55-700	Small Equipment - Police	31,213	54,826	44,625	7,000
10-55-750	Capital Outlay - Police	354,443	225,183	225,193	.00
Total POLICE SERVICES:		3,446,119	3,651,997	3,491,136	3,368,145
FIRE PROTECTION					
10-57-110	Salaries & Wages	917,772	1,075,325	1,044,855	1,141,944
10-57-111	Part Time Wages	151,746	180,667	127,984	187,533
10-57-112	Overtime	189,711	200,750	214,496	98,228
10-57-130	Employee Benefits	396,263	528,178	487,105	535,893
10-57-210	Memberships, Books & Subscrip	1,529	3,410	3,410	2,450
10-57-230	Travel & Training	10,726	9,000	6,737	9,000
10-57-240	Office Supplies & Expense	1,588	3,035	3,121	2,000
10-57-245	Clothing Contract	14,966	25,000	23,621	23,000
10-57-246	Special Department Supplies	7,076	15,450	9,628	16,250
10-57-250	Vehicle Maintenance	20,068	12,942	14,259	23,000
10-57-255	Other Equipment Maintenance	8,162	10,000	8,242	10,000
10-57-280	Telephone/Internet	8,158	10,089	11,126	9,289
10-57-300	Gas, Oil & Tires	16,385	18,500	19,233	12,000
10-57-310	Professional & Technical	16,908	68,203	67,635	68,203
10-57-329	Computer Repairs	33	.00	.00	.00
10-57-330	Fire Prevention/ Community Edu	1,021	1,500	1,496	1,500
10-57-400	Emergency Management Planning	6,534	6,000	4,748	6,000
10-57-649	Lease Interest/Taxes	25,173	23,622	1,754	18,470
10-57-650	Lease Payments	5,021	156,181	31,695	136,883
10-57-700	Small Equipment	16,298	4,262	4,262	2,500
10-57-750	Capital Outlay	1,022,571	44,421	44,420	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
Total FIRE PROTECTION:		2,837,709	2,396,535	2,129,828	2,304,143
INSPECTION SERVICES					
10-58-110	Salaries and Wages	75,212	75,546	91,490	77,293
10-58-130	Employee Benefits	31,100	29,694	27,890	29,444
10-58-210	Books, Subscrip. & Memberships	2,890	650	206	650
10-58-230	Travel & Training	3,403	4,500	1,262	4,500
10-58-240	SUPPLIES	175	500	.00	500
10-58-245	Clothing Allowance	203	300	.00	300
10-58-248	Vehicle Maintenance	207	500	515	500
10-58-280	CELLULAR PHONE	1,123	1,300	1,175	1,300
10-58-300	Gas, Oil & Tires	2,633	1,000	1,014	1,000
10-58-315	PROFESSIONAL & TECHNICAL	5,176	22,650	14,788	22,650
10-58-650	Lease Payments	.00	5,000	3,334	6,000
10-58-700	Small Equipment	.00	1,563	1,563	.00
10-58-750	CAPITAL OUTLAY	.00	4,480	3,224	.00
Total INSPECTION SERVICES:		122,122	147,683	146,461	144,137
STREETS					
10-60-110	Salaries and Wages	215,879	228,447	204,468	239,351
10-60-112	Overtime	2,906	7,000	2,190	5,040
10-60-120	Temporary Employees	.00	10,605	.00	.00
10-60-130	Employee Benefits	94,506	102,960	81,116	106,847
10-60-210	Books, Subscrip. Memberships	1,115	1,500	86	1,500
10-60-230	Travel & Training	2,318	5,500	3,405	5,500
10-60-240	Office Supplies & Expense	946	1,000	171	1,000
10-60-245	Clothing/Uniform/Equip. Allow.	3,190	4,800	2,413	4,800
10-60-248	Vehicle Maintenance	23,302	25,000	20,088	25,000
10-60-260	Building & Grounds Maintenance	9,782	10,000	7,015	10,000
10-60-270	Utilities	44,439	50,000	44,917	50,000
10-60-280	Telephone	1,923	3,500	2,745	3,500
10-60-300	Gas, Oil & Tires	27,016	20,000	20,003	20,000
10-60-310	Professional	9,215	26,526	23,381	15,800
10-60-329	Computer Repairs	42	500	.00	500
10-60-400	Class C Maintenance	86,709	100,000	84,636	100,000
10-60-480	Special Department Supplies	21,455	22,000	21,295	22,000
10-60-600	Siemens Streetlight Lease	41,595	43,015	43,015	44,492
10-60-649	Lease Interest/Taxes	86	14,477	14,477	.00
10-60-650	Lease Payments	10,504	218,847	214,847	18,000
10-60-700	Small Equipment	1,327	7,000	2,315	7,000
10-60-725	Sidewalk Replacements	68,486	256,576	225,852	50,000
10-60-730	Street Light Maintenance	16,428	21,000	16,506	15,500
10-60-750	Capital Outlay	885,424	125,595	125,593	.00
Total STREETS:		1,568,592	1,305,848	1,160,533	745,830
PARKS					
10-70-110	Salaries and Wages	206,580	219,274	226,716	245,987
10-70-112	Overtime	4,646	5,000	4,039	5,000
10-70-120	Temporary - Parks	5,549	20,600	690	6,415
10-70-130	Employee Benefits	160,997	185,535	165,003	173,317
10-70-210	Books, Subscriptions & Mbrshps	710	1,200	785	1,200
10-70-230	Travel & Training	1,548	5,500	3,274	5,500
10-70-240	Special Dept. Supplies - Parks	39,195	36,500	38,673	41,500

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-70-244	Office Supplies Expense	533	1,000	.00	1,000
10-70-245	Clothing/Uniform/Equip. Allow.	2,480	7,200	2,735	5,000
10-70-248	Vehicle Maintenance	7,441	12,000	8,719	12,000
10-70-260	Building Maintenance	2,307	14,300	8,159	5,000
10-70-270	Utilities	45,027	46,000	12,623	47,039
10-70-275	Off Leash Dog Area	114,205	.00	.00	3,500
10-70-280	Telephone/Internet	3,942	6,000	3,935	6,000
10-70-300	Gas, Oil & Tires	9,307	7,000	11,762	7,000
10-70-310	Professional & Technical	9,184	21,040	12,649	11,000
10-70-320	Urban Forestry Commssion	1,584	1,000	125	1,000
10-70-329	Computer Repairs	.00	500	.00	500
10-70-450	RAMP Grant Projects	.00	17,101	3,346	17,146
10-70-549	Constructn Mgmt - Burch Creek	.00	.00	37,464	22,122
10-70-550	Burch Creek Park Constr	347,226	5,704,943	3,648,932	2,595,030
10-70-551	Parks Projects - Other	.00	150,000	52,692	163,755
10-70-553	Club Heights Park Constr	.00	.00	.00	682,902
10-70-600	Secondary Water Fees	22,738	27,500	29,142	29,800
10-70-649	Lease Interest/Taxes	270	5,680	5,680	.00
10-70-650	Lease Payments	19,698	84,985	82,985	6,000
10-70-700	Small Equipment	3,187	7,758	5,195	5,000
10-70-750	Capital Outlay- Parks	369,196	234,000	222,792	.00
Total PARKS:		1,377,551	6,821,616	4,588,115	4,099,713
RECREATION					
10-71-110	Salaries & Wages	50,033	52,960	59,546	58,421
10-71-125	Temporary - Recreation	72,505	75,819	58,859	33,111
10-71-130	Employee Benefits	38,515	41,961	38,422	37,269
10-71-210	Books, Subscriptions & Mbrshps	538	5,000	238	5,000
10-71-225	Concession Expenses	.00	1,100	.00	.00
10-71-230	Travel & Training	931	2,000	1,002	2,000
10-71-240	Office Supplies Expense	65	1,200	297	1,200
10-71-241	Comp League Expenses	15,581	10,000	13,708	3,000
10-71-242	Special Dept. Supplies	23,978	30,000	29,622	9,000
10-71-248	Vehicle Maintenance	13	1,000	142	1,000
10-71-250	Gym Facility Utilities/Opertns	6,599	8,000	5,441	6,400
10-71-280	Telephone/Internet	3,439	3,500	1,658	3,500
10-71-300	Gas, Oil & Tires	.00	1,000	.00	1,000
10-71-310	Professional & Technical	9,286	9,000	7,126	9,000
10-71-329	Computer Repairs	.00	500	.00	500
10-71-350	Officials Fees	25,225	22,000	13,187	6,600
10-71-700	Small Equipment	2,752	2,500	3,065	2,500
10-71-750	Capital Outlay	2,291	159,600	23,266	192,000
Total RECREATION:		251,750	427,140	255,578	371,501
TRANSFERS					
10-80-160	Reserve for Fund Balance	.00	829,429	.00	506,362
10-80-170	Transfer Prop 1 to CPF	276,876	269,160	269,160	281,499
10-80-190	Trans Utility F/F to CPF	.00	181,593	182,532	181,595
10-80-230	Trans to Capital Improv Fund	847,058	2,500,000	.00	.00
10-80-235	Trans to CPF - Class 'C'	331,104	310,707	310,704	262,576
10-80-240	Transfer Class 'c' to Debt Ser	242,508	242,901	242,892	242,191
10-80-250	Transfer to Debt Service Fund	839,988	942,623	831,756	1,041,207
10-80-251	Transfer to Ambulance Fund	.00	24,890	.00	24,890
10-80-260	CARES to Weber County	.00	.00	.00	459,226

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-80-275	Trnfr to South Ogden Days Fund	52,004	50,000	57,504	50,000
10-80-330	Transfer CDRA Sales Tax	.00	122,000	126,254	112,994
Total TRANSFERS:		2,589,538	5,473,303	2,020,802	3,162,540
Total Expenditure:		14,655,777	23,044,001	16,296,976	16,828,242
GENERAL FUND Revenue Total:		14,008,534	23,044,001	18,679,652	16,828,242
GENERAL FUND Expenditure Total:		14,655,777	23,044,001	16,296,976	16,828,242
Net Total GENERAL FUND:		647,243-	.00	2,382,676	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
South Ogden Days Fund					
Revenue					
12-30-200	Sponsor Donations	25,145	22,000	.00	.00
12-30-225	Vendor Booth Rentals	12,500	26,000	.00	.00
12-30-250	Carnival Ticket Sales	6,496	6,000	.00	.00
12-30-260	Pickleball Registration Fees	630	1,500	.00	.00
12-30-270	Advertising Fees	.00	7,000	.00	.00
12-30-300	Fun Run Entrance Fees	916	1,500	.00	.00
12-30-320	In-Kind Donations	971	.00	.00	.00
12-30-325	Miscellaneous Sales & Fees	2,267	.00	.00	.00
12-30-330	Mud Volleyball Fees	1,040	2,500	.00	.00
12-30-350	Golf Tourney Entrance Fees	4,680	4,600	.00	.00
12-30-400	Transfer in from General Fund	52,004	50,000	57,504	50,000
Total Revenue:		106,649	121,100	57,504	50,000
Total Revenue:		106,649	121,100	57,504	50,000
Expenditures					
12-40-112	S/O Days Overtime	11,076	12,000	.00	.00
12-40-300	Entertainment	13,860	18,000	1,227	.00
12-40-325	Fireworks	10,000	10,000	.00	.00
12-40-350	Printing & Banners	4,939	7,000	.00	.00
12-40-375	Equipment Rentals	43,203	40,000	.00	.00
12-40-380	Carnival Pay-Out	3,739	3,300	.00	.00
12-40-400	T-shirt Printing	3,342	2,400	.00	.00
12-40-410	Awards	1,118	3,000	.00	.00
12-40-425	Golf Tourney Fees	2,963	4,600	.00	.00
12-40-475	Miscellaneous Expenses	8,011	20,800	5,546	50,000
Total Expenditures:		102,249	121,100	6,773	50,000
Total Expenditure:		102,249	121,100	6,773	50,000
South Ogden Days Fund Revenue Total:		106,649	121,100	57,504	50,000
South Ogden Days Fund Expenditure Total:		102,249	121,100	6,773	50,000
Net Total South Ogden Days Fund:		4,400	.00	50,731	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
DEBT SERVICE FUND					
REVENUE					
31-30-150	Transfer in from Class 'c'	242,508	242,901	242,892	242,191
31-30-300	Transfer From General Fund	839,988	942,623	831,756	1,041,207
31-30-400	Proceeds from Bond Premium	.00	1,175,039	1,175,040	.00
31-30-410	Bond Proceeds	.00	5,200,000	5,200,000	.00
31-30-455	Interest Earned - Trustee Acct	8,061	2,999	3,119	.00
31-30-800	Appropriated Fund Balance	.00	270,515	.00	1,500
Total REVENUE:		1,090,557	7,834,077	7,452,807	1,284,898
Total Revenue:		1,090,557	7,834,077	7,452,807	1,284,898
EXPENDITURES					
31-40-100	Administrative & Professional	4,500	4,500	1,500	3,000
31-40-150	Bond Payment - Principal	862,000	7,412,233	7,412,232	896,000
31-40-200	Interest on Bond	218,991	417,344	417,343	385,898
Total EXPENDITURES:		1,085,491	7,834,077	7,831,076	1,284,898
Total Expenditure:		1,085,491	7,834,077	7,831,076	1,284,898
DEBT SERVICE FUND Revenue Total:		1,090,557	7,834,077	7,452,807	1,284,898
DEBT SERVICE FUND Expenditure Total:		1,085,491	7,834,077	7,831,076	1,284,898
Net Total DEBT SERVICE FUND:		5,067	.00	378,269-	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
CAPITAL IMPROVEMENTS					
REVENUE					
40-30-100	WACOG/CDBG Grants	.00	.00	.00	204,600
40-30-110	Traffic Impact Fees	44,132	17,000	25,192	15,000
40-30-120	Park Impact Fees	28,873	17,000	68,361	40,000
40-30-200	Interest	10,754	3,000	27,664	8,000
40-30-205	Interest Earned - Traffic I/F	2,064	300	390	500
40-30-210	Interest Earned - Park I/Fees	5,384	300	1,409	2,000
40-30-300	Transfer In G/F - Prop 1	276,876	269,160	269,160	281,499
40-30-400	Transfer In From General Fund	847,058	2,500,000	.00	.00
40-30-450	Trans From G/F- Class 'C' Rev	331,104	310,707	310,704	262,576
40-30-500	Transfer in Util F/F - G/F	.00	181,593	182,532	181,595
40-30-600	Transfer in RIF	508,125	557,132	551,794	537,132
40-30-800	Appropriate Fund Balance	.00	750,000	.00	3,250,000
40-30-805	Appropriate F/B - Class 'c'	.00	1,088,401	.00	.00
40-30-950	Non-Operating Capital Contrbtn	292,172	.00	.00	.00
Total REVENUE:		2,346,542	5,694,593	1,437,207	4,782,902
Total Revenue:		2,346,542	5,694,593	1,437,207	4,782,902
EXPENDITURES					
40-40-126	Nature Park - Phase III	308,136	.00	.00	.00
40-40-128	2019/2020 Road/sidewalk proj	.00	2,409,993	1,301,642	.00
40-40-129	2020/2021 Road/Sidewalk Proj.	.00	.00	.00	1,467,402
40-40-157	2018-2019 Road/Sidewalk Proj	389,811	.00	.00	.00
40-40-349	40th St. Widening - grant \$\$\$	432,722	.00	.00	.00
40-40-350	40th St. Betterments	10,440	.00	.00	.00
40-40-480	Transfer to General Fund	.00	750,000	.00	3,250,000
40-40-550	Park Impact Fee Projects	19,598	17,300	.00	42,000
40-40-700	Traffic Impact Fee Projects	.00	17,300	19,765	15,500
40-40-850	Transfer to Retained Earnings	.00	2,500,000	.00	8,000
Total EXPENDITURES:		1,160,707	5,694,593	1,321,407	4,782,902
Total Expenditure:		1,160,707	5,694,593	1,321,407	4,782,902
CAPITAL IMPROVEMENTS Revenue Total:		2,346,542	5,694,593	1,437,207	4,782,902
CAPITAL IMPROVEMENTS Expenditure Total:		1,160,707	5,694,593	1,321,407	4,782,902
Net Total CAPITAL IMPROVEMENTS:		1,185,834	.00	115,800	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
WATER FUND					
REVENUE					
51-30-100	Interest	60,979	29,375	51,549	29,375
51-30-105	Interest Earned I/Fees	3,014	1,000	2,054	1,000
51-30-150	Hydrant Rentals	200-	400	700	400
51-30-200	Water Sales	1,794,818	1,863,393	1,820,236	1,863,393
51-30-210	Connection Fees Water	550	1,500	5,950	1,200
51-30-220	Water Impact Fees	1,752	8,000	20,206	7,700
51-30-225	Late Fees	28,178	31,000	25,128	28,000
51-30-700	Contract Services	.00	3,000	.00	.00
51-30-800	Lease Financing	.00	97,000	80,607	.00
51-30-875	Transfer in from Storm Drain	.00	8,521	.00	8,521
51-30-890	Appropriation of Fund Balance	.00	641,645	.00	748,695
51-30-925	Misc. Revenue	5,491	80,533	1,479	79,641
Total REVENUE:		1,894,582	2,765,367	2,007,910	2,767,925
Total Revenue:		1,894,582	2,765,367	2,007,910	2,767,925
EXPENDITURES					
51-40-110	Salaries and Wages	207,228	222,087	229,623	249,646
51-40-112	Overtime	7,755	12,000	13,711	12,000
51-40-130	Employee Benefits	19,407-	92,874	129,302	97,795
51-40-140	Franchise Fee	52,697	111,803	109,212	111,804
51-40-210	Books, Subscript. & Membership	2,852	4,500	954	3,000
51-40-230	Travel & Training	5,772	8,000	5,804	8,000
51-40-240	Office Supplies	1,450	2,500	1,980	2,500
51-40-245	Clothing/Uniform/Equip. Allow.	2,618	4,800	2,938	4,800
51-40-248	Vehicle Maintenance	8,699	10,000	5,041	10,000
51-40-260	Gain/Loss on F/A sale	40,000-	.00	.00	.00
51-40-280	Telephone	3,387	6,000	2,941	5,000
51-40-290	Building Maintenance	7,829	7,500	352	7,500
51-40-300	Gas, Oil & Tires	5,426	10,000	3,677	10,000
51-40-310	Professional & Technical Servi	8,308	50,000	50,678	15,000
51-40-311	Bad Debts Expense	1,469-	.00	.00	.00
51-40-320	Blue Stake Service	1,862	2,000	2,368	2,000
51-40-329	Computer Repairs	.00	500	.00	500
51-40-330	Valve Repair	24,712	35,000	27,248	35,000
51-40-400	PRV Maintenance	19,513	20,000	17,276	20,000
51-40-480	Special Department Supplies	34,678	40,892	42,197	40,000
51-40-490	Water Sample Testing	10,306	8,000	4,274	8,000
51-40-550	Weber Basin Exchange Water	207,993	261,443	241,904	273,102
51-40-560	Power and Pumping	5,153	10,000	5,375	10,000
51-40-610	h2o Tank Inspection/Maint	3,527	57,700	57,618	10,000
51-40-649	Lease Interest/Taxes	136	.00	791	.00
51-40-650	Lease Payments	2,123	26,302	14,978	6,000
51-40-655	37th St Waterline	.00	.00	.00	182,400
51-40-656	675 East 4250 South	.00	150,000	5,874	144,125
51-40-657	PRV Replace @ Panarama	.00	225,000	.00	225,000
51-40-665	Paint the Tanks Repairs	17,586	.00	.00	.00
51-40-667	Radio Read Maintenance	32,110	25,000	21,001	25,000
51-40-680	Charge for Services - G/F	237,084	244,457	244,452	247,070
51-40-701	Scada Upgrade	.00	141,101	2,120	138,980
51-40-702	4500 S - Monroe Blvd to end	.00	235,192	124,260	.00
51-40-703	Oakwood & Crestwood & culdesac	.00	436,716	84,117	352,599

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
51-40-749	Small Equipment	321	4,000	2,311	4,000
51-40-750	Capital Outlay	.00	97,000	90,958	.00
51-40-770	Water Impact Fee Projects	40,889	9,000	391	8,700
51-40-790	Transfer to General Fund	49,820	.00	.00	54,404
51-40-970	Depreciation	144,362	194,000	193,992	194,000
51-40-980	Contingency	.00	.00	10,604	250,000
Total EXPENDITURES:		1,085,320	2,765,367	1,750,323	2,767,925
Total Expenditure:		1,085,320	2,765,367	1,750,323	2,767,925
WATER FUND Revenue Total:		1,894,582	2,765,367	2,007,910	2,767,925
WATER FUND Expenditure Total:		1,085,320	2,765,367	1,750,323	2,767,925
Net Total WATER FUND:		809,262	.00	257,586	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
SANITARY SEWER					
REVENUE					
52-30-100	Interest Earned	32,780	18,500	20,642	18,500
52-30-200	Sewer Sales	2,086,069	2,159,437	2,161,156	2,159,437
52-30-250	Connection Fees Sewer	300	700	8,250	500
52-30-890	Appropriation of Fund Balance	.00	350,000	.00	995,894
52-30-925	Misc. Revenue	7,811	69,713	6,000	69,713
Total REVENUE:		2,126,960	2,598,350	2,196,048	3,244,044
Total Revenue:		2,126,960	2,598,350	2,196,048	3,244,044
EXPENDITURES					
52-40-110	Salaries and Wages	183,944	205,192	209,061	228,512
52-40-112	Overtime	4,769	12,000	9,056	12,500
52-40-130	Employee Benefits	186,367	146,289	154,427	139,338
52-40-140	Franchise Fee	62,205	129,567	129,669	129,567
52-40-210	Memberships	294	700	100	700
52-40-230	Traveling & Training	2,284	5,000	3,500	5,000
52-40-240	Office Supplies	947	5,600	2,027	4,000
52-40-245	Clothing/Uniform/Equip. Allow.	3,109	4,800	3,301	4,800
52-40-248	Vehicle Maintenance	1,453	5,000	2,432	5,000
52-40-280	Telephone	4,436	4,000	6,445	4,000
52-40-290	Building Maintenance	4,367	5,000	950	5,000
52-40-300	Gas, Oil & Tires	5,285	4,000	1,924	4,000
52-40-310	Professional & Technical	3,160	12,500	5,288	10,000
52-40-311	Bad Debts Expense	2,103	.00	.00	.00
52-40-315	Sewer Lines Cleaning Service	47,714	50,000	42,227	50,000
52-40-320	Blue Stake Service	.00	800	.00	800
52-40-400	Transfer to General Fund	9,540	.00	.00	10,418
52-40-480	Maintenance Supplies	9,042	15,100	3,260	15,100
52-40-550	Central Weber Sewer Pre-Trea	11,983	13,252	13,252	14,409
52-40-610	Central Weber Sewer Fees	1,059,896	1,083,395	1,063,886	1,082,010
52-40-650	Manhole Replacement @ 36th St	3,480	40,000	4,817	35,182
52-40-656	40th St Reline - FY 2021	.00	99,303	5,176	694,825
52-40-665	Video & Fix Trouble Spots	28,333	25,000	4,907	25,000
52-40-680	Charge for Services - G/F	256,308	248,852	248,844	283,644
52-40-700	Small Equipment	321	5,000	295	5,000
52-40-705	Replace 700 E/H Guy Child	.00	350,000	2,761	347,239
52-40-750	Capital Outlay	.00	.00	2,171	.00
52-40-970	Depreciation	121,290	128,000	127,992	128,000
52-40-980	Sewer Contingency	9,885	.00	.00	.00
Total EXPENDITURES:		2,022,515	2,598,350	2,047,768	3,244,044
Total Expenditure:		2,022,515	2,598,350	2,047,768	3,244,044
SANITARY SEWER Revenue Total:		2,126,960	2,598,350	2,196,048	3,244,044
SANITARY SEWER Expenditure Total:		2,022,515	2,598,350	2,047,768	3,244,044
Net Total SANITARY SEWER:		104,445	.00	148,281	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
STORM DRAIN FUND					
REVENUE					
53-30-100	Interest	22,471	7,500	22,833	7,500
53-30-105	Interest Earned I/Fees	9,917	1,500	9,816	6,000
53-30-200	Storm Drain Revenue	1,121,031	1,146,163	1,172,381	1,146,163
53-30-220	Storm Drain Impact Fees	52,846	17,000	77,757	17,000
53-30-885	Approp. of I/Fee Fund Balance	.00	300,000	.00	.00
53-30-890	Appropriation of Fund Balance	.00	380,986	.00	852,825
53-30-925	Misc. Revenue	1,381	.00	.00	.00
Total REVENUE:		1,207,646	1,853,149	1,282,786	2,029,488
Total Revenue:		1,207,646	1,853,149	1,282,786	2,029,488
EXPENDITURES					
53-40-110	Salaries and Wages	207,542	237,386	229,881	259,688
53-40-112	Overtime	6,647	11,000	10,525	11,000
53-40-130	Employee Benefits	207,166	134,518	169,977	151,921
53-40-140	Franchise Fee	33,218	68,769	70,343	68,770
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIP	1,980	4,000	4,269	4,000
53-40-230	Travel & Training	3,795	5,500	1,812	5,500
53-40-240	Office Supplies	617	1,500	1,648	1,500
53-40-245	Clothing/Uniform/Equip. Allow.	2,365	6,000	3,733	6,000
53-40-248	Vehicle Maintenance	3,093	6,000	2,267	6,000
53-40-280	Telephone	1,713	2,500	527	2,500
53-40-290	Building Maintence	4,284	10,000	553	8,000
53-40-300	Gas, Oil & Tires	10,270	6,500	6,126	6,500
53-40-310	Prof & Tech Services	2,848	21,650	22,767	21,650
53-40-311	Bad Debts Expense	90	.00	.00	.00
53-40-320	Blue Stake Service	.00	700	.00	700
53-40-400	System Maintenance Program	30,725	40,000	15,108	40,000
53-40-480	Special Department Supplies	5,119	6,000	3,193	6,000
53-40-649	Lease Interest/Taxes	.00	.00	1,229	.00
53-40-650	Lease Payments	.00	.00	17,307	.00
53-40-655	Transfer to Water Fund	.00	8,521	.00	8,521
53-40-656	Porter 36th to 38th	.00	210,905	7,885	203,020
53-40-657	850 E 45th to Vista	.00	150,000	.00	150,000
53-40-658	Oakwood/Crestwood Project	.00	32,708	8,286	24,422
53-40-659	37th Street - CDBG	.00	.00	.00	107,385
53-40-670	Transfer to General Fund	13,780	.00	.00	15,048
53-40-680	Charge for Services - G/F	144,396	137,981	137,976	161,458
53-40-700	Small Equipment	.00	1,500	.00	1,500
53-40-706	4500 S - Monroe Blvd to end	.00	166,200	99,415	.00
53-40-710	40th Storm Drain - Phase II	.00	460,811	79,405	631,405
53-40-750	Capital Outlay	.00	.00	1,800	.00
53-40-970	Depreciation	63,648	104,000	103,992	104,000
53-40-981	Impact Fee Projects	3,455	18,500	5,106	23,000
Total EXPENDITURES:		746,750	1,853,149	1,005,128	2,029,488
Total Expenditure:		746,750	1,853,149	1,005,128	2,029,488
STORM DRAIN FUND Revenue Total:		1,207,646	1,853,149	1,282,786	2,029,488
STORM DRAIN FUND Expenditure Total:		746,750	1,853,149	1,005,128	2,029,488

Account Number	Account Title	2018-19	2019-20	2019-20	2020-21
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
	Net Total STORM DRAIN FUND:	460,896	.00	277,658	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
GARBAGE FUND					
REVENUE					
54-30-100	Interest Earned	8,947	3,500	8,020	3,500
54-30-200	Garbage Fees	664,649	668,304	704,153	668,304
54-30-205	Recycling Fees	208,674	215,832	219,108	215,832
54-30-850	Misc. Rental	2,570	1,000	1,220	1,000
54-30-885	Lease Financing	.00	74,300	81,153	.00
54-30-890	Appropriate Fund Balance	.00	78,040	.00	39,305
54-30-925	Misc. Revenue	100	.00	100	.00
Total REVENUE:		884,940	1,040,976	1,013,753	927,941
Total Revenue:		884,940	1,040,976	1,013,753	927,941
EXPENDITURES					
54-40-140	Franchise Fee	26,200	53,047	55,396	53,049
54-40-230	Traveling & Training	.00	.00	246	.00
54-40-240	Office Supplies	617	3,500	1,648	2,500
54-40-248	Vehicle Maintenance	4,095	3,000	3,239	3,000
54-40-280	Telephone	.00	2,300	.00	1,500
54-40-290	Building Maintenance	3,891	5,000	.00	5,000
54-40-300	Gas, Oil & Tires	2,504	3,000	4,174	3,000
54-40-310	Prof & Teach Services	208	1,000	263	1,000
54-40-311	Bad Debts Expense	81	.00	.00	.00
54-40-420	Allied Waste - Contract Svc.	443,585	468,000	465,710	468,000
54-40-425	Recycled Earth Contract	27,223	26,400	31,955	26,400
54-40-430	Tipping Fees	243,549	222,000	261,576	222,000
54-40-440	Additional Cleanups	10,266	7,400	8,171	7,400
54-40-450	Construction Materials Tipping	2,992	6,000	7,729	6,000
54-40-520	Tree Removal	12,660	15,000	10,260	15,000
54-40-615	Junk Ordinance Enforcement	.00	7,500	48	7,500
54-40-650	Lease Payments	.00	16,317	.00	.00
54-40-680	Charge for Services - G/F	117,996	120,712	120,708	100,092
54-40-700	Small Equipment	.00	.00	306	.00
54-40-750	Capital Outlay	1	74,300	81,152	.00
54-40-970	Depreciation	5,929	6,500	6,492	6,500
Total EXPENDITURES:		901,798	1,040,976	1,059,072	927,941
Total Expenditure:		901,798	1,040,976	1,059,072	927,941
GARBAGE FUND Revenue Total:		884,940	1,040,976	1,013,753	927,941
GARBAGE FUND Expenditure Total:		901,798	1,040,976	1,059,072	927,941
Net Total GARBAGE FUND:		16,858-	.00	45,319-	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
ROAD IMPROVEMENT FEE FUND					
REVENUE					
55-30-200	Road Improvement Fees	514,262	557,132	551,165	537,132
Total REVENUE:		514,262	557,132	551,165	537,132
Total Revenue:		514,262	557,132	551,165	537,132
EXPENDITURES					
55-40-311	Bad Debt Expense	342-	.00	.00	.00
55-40-550	Transfer RIF to CPF	508,125	557,132	551,794	537,132
Total EXPENDITURES:		507,783	557,132	551,794	537,132
Total Expenditure:		507,783	557,132	551,794	537,132
ROAD IMPROVEMENT FEE FUND Revenue Total:		514,262	557,132	551,165	537,132
ROAD IMPROVEMENT FEE FUND Expenditure Total:		507,783	557,132	551,794	537,132
Net Total ROAD IMPROVEMENT FEE FUND:		6,479	.00	629-	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
AMBULANCE FUND					
REVENUE					
58-30-100	Interest Earned	19	20	23	20
58-30-201	Ambulance Fees - S/O - DPS	453,689	486,599	564,271	486,599
58-30-210	Miscellaneous Revenue	11,846	14,043	14,274	7,200
58-30-870	Transfer from General Fund	.00	24,890	.00	24,890
58-30-890	Appropriate Fund Balance	.00	12,917	.00	.00
Total REVENUE:		465,554	538,469	578,569	518,709
Total Revenue:		465,554	538,469	578,569	518,709
EXPENDITURES					
58-40-110	Salaries and Wages	224,443	116,659	118,274	128,328
58-40-111	Part Time Wages	37,937	20,075	13,898	20,838
58-40-112	Overtime	47,428	23,012	24,901	10,915
58-40-130	Employee Benefits	109,314	82,617	57,939	59,544
58-40-210	Memberships	40	520	.00	520
58-40-230	Travel & Training	1,399	1,500	1,173	1,500
58-40-240	Office Supplies	218	750	357	750
58-40-245	Uniform Allowance	3,557	3,850	3,087	3,850
58-40-248	Vehicle Maintenance	5,481	15,843	12,057	9,000
58-40-250	Equipment Maintenance	2,393	4,800	1,177	6,500
58-40-270	EMS Billing Fees	17,890	19,000	21,049	19,000
58-40-280	Telephone	466	750	83	750
58-40-300	Gas, Oil & Tires	9,092	6,500	6,457	6,500
58-40-310	Professional & Technical	52,421	48,814	48,996	48,214
58-40-312	PMA Fees	46,548	51,000	54,829	51,000
58-40-329	Computer Repairs	429	.00	.00	.00
58-40-330	EMS Education	790	1,000	313	1,000
58-40-480	Special Department Supplies	240	3,095	2,437	3,095
58-40-490	Disposable Medical Supplies	22,372	28,100	28,907	27,000
58-40-680	Charge for Services - G/F	65,472	57,531	57,528	64,796
58-40-700	Small Equipment	953	.00	.00	.00
58-40-970	Depreciation	24,418	28,000	27,996	28,000
58-40-980	Retained Earnings	.00	25,053	.00	27,609
Total EXPENDITURES:		673,300	538,469	481,457	518,709
Total Expenditure:		673,300	538,469	481,457	518,709
AMBULANCE FUND Revenue Total:		465,554	538,469	578,569	518,709
AMBULANCE FUND Expenditure Total:		673,300	538,469	481,457	518,709
Net Total AMBULANCE FUND:		207,746-	.00	97,111	.00
Net Grand Totals:		1,704,537	.00	2,905,627	.00

STAFF REPORT



SUBJECT: Tanks Cleaning
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 8-18-20

RECOMMENDATION

City staff recommends the approval of the agreement with Potable Divers INC. for the inspection and cleaning of South Ogden City water tanks.

BACKGROUND

South Ogden City is required to have the City water tanks inspected and cleaned at least once every five years to be in compliance with the Utah Division of Water Quality. City staff has been bidding this out on an annual basis, however, it was decided to create a contract to have the same company clean all the tanks on a three year rotating basis. This contract does have the possibility to extend it for an additional two times. The contract and timing will more than meet the requirements for the Division of Water quality with the tanks being inspected and cleaned on a three year rotation.

ANALYSIS

South Ogden City solicited bids during the month of July. The City made contact with four qualified contractors to complete the inspection and cleaning of the tanks. Below is a list of the bids the City received.

1-Potable Divers INC.	\$6,000.00
2-Liquivision Diving	\$10,955.00
3- MIT (Marine Industrial Tank Diving & Coating	No Response
4- M&K Commercial Diving	Not Interested

SIGNIFICANT IMPACTS

Total impact to the Water Enterprise fund over the next three years will be \$6,000.00. It is about \$1,200.00 a tank.

ATTACHMENTS

Bid Memo



MEMORANDUM

Date: August 5, 2020
To: Jon Andersen
From: Jason Brennan
Re: South Ogden City Water Reservoir Cleaning and Inspections 2020

On July 8th 2020 the City solicited bids to four contractors for the South Ogden City water reservoir cleaning and inspection. The bidding process took place on July 8th 2020 and closed on July 30th 2020. During this bidding process if any contractor had any questions, the question was submitted by July 23rd 2020 2:00pm to jbrennan@southogdencity.com. I sent out an addendum to answer all questions on July 27th 2020 2:00pm. It appears that Potable Divers Inc. was the lowest bidder and has had the contract in years past. Potable divers has always done exceptional work and are very professional to work with.

The list below is whom I have contacted.

- | | |
|---|----------------|
| 1. Potable Divers INC. | \$6,000 TOTAL |
| 2. Liquivision Diving | \$10,955 TOTAL |
| 3. MIT(Marine Industrial Tank Diving and Coating) | No Reply |
| 4. M&K Commercial Diving | Not interested |

If you need anything else please let me know

Sincerely

Jason Brennan

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) And **POTABLE DIVERS INC.** (hereinafter called CONTRACTOR).

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

ARTICLE 1- WORK

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

DESCRIPTION OF WORK:

To furnish all equipment, labor, materials, and appurtenances for the cleaning and inspection of all (5 – 1,000,000.00 gallon reservoirs) of our water reservoirs located in various places. The City strives to obtain a high water quality, and part of doing that process is to keep the reservoirs cleaned and inspected on a 3 year rotation. The contractor will need to clean and do a dive inspection per site location (1-2 reservoirs per location) each fiscal year from July 1, 2020 – June 30th 2023. This is a bid for a 3 year contract with the option to have 2 contract extensions.

ARTICLE 2-THE PROJECT

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

South Ogden City Water Reservoir Cleaning and Inspection Project

ARTICLE 3- CONTRACT TIMES

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

3.02 *Dates for Completion and Final Payment:* The Work will be completed within **3 fiscal years starting July 1, 2020** following Notice to Proceed.

3.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 3.02 for Completion until the Work is accepted.

ARTICLE 4- CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	42 nd Street Reservoir	1	1 million gallon	\$1,200.00	\$1,200.00
2	Burch Creek Reservoir	2	2 million gallon	\$1,200.00	\$2,400.00
3	Steel Tanks Reservoir	2	2 million gallon	\$1,200.00	\$2,400.00

TOTAL OF ALL UNIT PRICES _____ **\$6,000.00**

ARTICLE 5- PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment to OWNER no more than one time per each month.

5.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 5.02(1)(A) and 5.02(1)(B). All such payments will be measured by the schedule of values indicated:

5.03 *Final Payment:* Upon final completion and acceptance of the Work, OWNER shall pay the the Contract Price.

ARTICLE 6- INTEREST

6.01 All moneys not paid when due shall bear interest at the rate of 1% per annum.

ARTICLE 7- CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

ARTICLE 8- CONTRACT DOCUMENTS

8.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Addendum;
5. Exhibits these Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by CONTRACTOR prior to Notice of Award;

ARTICLE 9- MISCELLANEOUS

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

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

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

9.05 *Termination Due To Non-Appropriation:* Owner may terminate this Agreement if any of the following events shall have occurred and Contractor has received, not less than 30 days prior to the end of Owner's then current fiscal year, a written opinion from Owner's counsel verifying the occurrence of these events:

- a) If funds are not budgeted and appropriated in any fiscal year for payments due under this Agreement for the succeeding fiscal year, or for acquiring services, equipment or functions, which in whole or in part are essentially the same as those being obtained, this Agreement shall not obligate the Owner as to such succeeding fiscal year and shall become null and void except as to the payments herein agreed upon for which funds will have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Contractor, its successors and assigns, for any further payments;
- b) If the provisions of Section (a) are utilized by Owner, Owner agrees to immediately notify the Contractor or its assignee of this Agreement that funds were not budgeted and appropriated, and to peacefully surrender possession of the Equipment to Contractor or its assignee.
- c) Owner made all payments due during the fiscal period immediately proceeding the fiscal period for which sufficient funds were not appropriated.

Any early termination due to non-appropriation must be at the end of Owners then-current fiscal year.

9.06 *Voluntary Termination* Either party may, without cause, and upon written notice to the other party, terminate the agreement. The Owner shall pay the Contractor for all services rendered prior to the termination date.

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

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

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

POTABLE DIVERS INC.

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

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

Designated Representative:

Name: _____

Title: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Address: _____

Phone: _____

South Ogden City

Invitation to Bid

South Ogden City is seeking bids for a contractor to furnish all equipment, labor, materials, and appurtenances for the cleaning of all (5 – 1,000,000.00 gallon reservoirs) of our water reservoirs located in various places.

To receive consideration, all bids must be submitted by email to jbrennan@southogdencity.com on or before **July 30, 2020 2:00pm**. All bids must meet or exceed bid specifications. South Ogden reserves the right to accept or reject any and all bids. All prices should be quoted F.O.B. South Ogden, Utah. Faxed or mailed bids will not be accepted.

Questions: All questions must be submitted by July 23rd 2020 2:00pm to jbrennan@southogdencity.com there will be an addendum sent out with all of the questions answered on July 27th 2020 2:00pm

Bid information should be provided as requested below:

- 1-Company submitting bid
- 2-Telephone number
- 3-Contact person

Scope of Work

The City strives to obtain a high water quality, and part of doing that process is to keep the reservoirs cleaned and inspected on a 3 year rotation. The contractor will need to clean and do a dive inspection per site location (1-2 reservoirs per location) each fiscal year from July 1, 2020 – June 30th 2023. This is a bid for a 3 year contract with the option to have 2 contract extensions.

Bid requirements:

- 1- Clean up to 2" of material using an underwater vacuum with a rotating soft bristle brush to remove debris off the floor for each site location.
- 2- Must provide a dive inspection using a high quality color camera and sound, recorded on thumb drive for each reservoir including but not limited to:
 - a. Floor
 - i. Concrete cracking
 - ii. Caulking
 - iii. Spalling
 - iv. Exposed rebar

- v. Inlet/outlet piping
 - vi. Drain line
- b. Walls and Columns
 - i. Concrete cracking
 - ii. Spalling
 - iii. Exposed rebar
 - iv. Overflow
 - v. Corrosion or rust pockets in Steel tanks
- c. Ceilings
 - i. Concrete cracking
 - ii. Spalling
 - iii. Exposed rebar
 - iv. Vents
 - v. Corrosion or rust pockets forming in Steel tanks
 - vi. Hatches in good working condition

No Remote operated vehicles are allowed.

Selection Procedures

Bids will be evaluated on the information provided. Following the evaluation of the bids by the City, a selection may be made based on the proposals alone, or contractors will be asked for additional information.

Hours of cleaning and inspecting

South Ogden City hours of operation is Monday - Thursday from 8:00 am - 4:00 pm, all work must be completed in this time frame.

David Harvey
Operations Manager



PoBox 474
Vernal, UT 84078
Toll Free (866)-789-DIVE
(602) 920-9438
www.potabledivers.com
e-mail david@potabledivers.com
Phone: 801-622-2904
FAX

District Name South Ogden
Address 1 Jason Brennan
Address 2 Ogden UT
Address 3

Date 7/16/2020

The following is our firm quote and specifies our conditions of services.

Our quote is based on the information you provided and the following assumptions:

Reservoir	Type	Dia or LxW	Hgt. Feet	Max. Gallons	Surface area (S.F)			Price for Cleaning and Inspection
Tank 1	Concrete	90 FT	24 FT	1,000,000	6358			\$1,200
Tank 2	Concrete	90 FT	24 FT	1,000,000	6358			\$1,200
Tank 3	Concrete	90 FT	24 FT	1,000,000	6358			\$1,200
Tank 4	Concrete	90 FT	24 FT	1,000,000	6358			\$1,200
Tank 5	Concrete	90 FT	24 FT	1,000,000	6358			\$1,200

Total

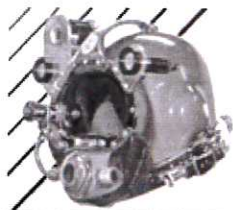
\$6,000

1. Cleaning service includes removal of all sediment up to one inch deep. Calculated as an average depth over the reservoir floor. Additional sediment is removed at \$35 per cubic yard
2. Repairs are done on a basis of \$190 per hour plus \$20 per tube of epoxy. Repairs are done only with your authorization and are guaranteed.
3. Filtration is charged on a per filter bag basis at \$50 each. Dechlorination is a flat charge of \$40 per tank if applicable. <u>These items by request only</u>
4. This quote is valid on the tank(s) listed above for 90 days. Once quote is signed the work shall be accomplished at a mutually accepted date within one year.
5. We guarantee your satisfaction if the signee of the quote is not satisfied, we will return until you are.
6. All cleaning and inspections are done with high quality color camera and sound, recorded on DVD, vcd, or svcd, along with full computer generated reports with digital photos.
7. PDI complies with all AWWA and OSHA standards and requirements. Insured, Licensed, and Bonded.

Proposal Acceptance

Signature Required _____

PO # _____



LiquiVision DIVING

Office/Mailing Address
711 Market Street
Klamath Falls, OR 97601

Phone: (800) 229-6959 Fax: (541) 883-1361
liquivision@divingservices.com
www.divingservices.com

TECHNOLOGY SERVICES

Western Operations
835 Market Street
Klamath Falls, OR 97601

Jason Brennan
South Ogden City
5590 South 600 East
South Ogden, UT 84405

7/28/2020
Wk: 801-622-2904
Em: jbbrennan@southogdencity.com
UT125820R5T_

We are pleased to provide you the following firm quotation and outline of the conditions of our services.

Tank	Type	Dia. or LxW (Feet)	Hgt. (Feet)	Maximum Calculated Capacity (Gallons)	Surface Area (S.F.)	Price for Diver Inspection Only	Price for Diver Cleaning Inspection	Price for Additional Sediment Per Hour
Mobilization Charge - Flat charge to mobilize and demobilize to your location.								\$430
1. 42nd Street	BG Concrete	94	18	933,963	6,936		\$2,490	
2. Burch Creek 1	BG Concrete	92	22	1,093,452	6,644		\$2,450	
3. Burch Creek 2	BG Concrete	92	22	1,093,452	6,644		\$2,450	
4. Steel Tanks 1	OG Welded	74	32	1,028,999	4,299		\$2,120	
5. Steel Tanks 2	OG Welded	74	32	1,028,999	4,299		\$2,120	
This quote is good for 5 years, however LVT may elect to increase cost up to 10% each year. Pricing is contingent on all work being completed on the same trip. LVT estimates 3 days to complete this work, if more time is needed then multiple trips may be required and additional fees may apply.								
Subtotal							\$11,630	
Multitank Discount (after the first two tanks).							(\$675)	
Total							\$10,955	

*Plus sales tax if applicable

Scope of Work:

Removal of accumulated sediment from the floor of the tank. The effluent will be disposed of at the districts direction. A final and comprehensive inspection will be performed documenting the condition of the entire structure and recorded on DVD. Written documentation with digital pictures, descriptions of the images and any recommendations will be provided to the district on a USB flash drive.

Our bids are based on a variety of factors that pertain to the length of time it takes to accomplish our work. The main consideration is the amount of sediment that has to be removed, **4" of normal sediment** is included in this bid.

Initials

Please initial the line items below to verify that you have reviewed them.

- _____ Entry hatch on top of the tank is at least 18" diameter.
- _____ The water level is kept within ten (10) feet of the top of the tank.
- _____ Tank dimensions are correct.
- _____ Scope of work is correct.

1. Placement and disposal of effluent removed from the tank is done at the direction of the Customer.
2. Quotes for cleaning assume that the sediment is normal material (such as silt, flocculated material, insects, manganese, rust, etc.) found in potable water tanks that is easily removed by our vacuum system. If the sediment is difficult to remove such as large amounts of concrete chips, gravel, sand, rocks, detached coating debris, etc., then our hourly rate shall apply for each hour (over the first hour) for removing this material.

Resolution No. 20-25

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH POTABLE DIVERS INC. FOR WATER TANK CLEANING, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds it necessary to address certain Water Tank Cleaning needs within the city; and,

WHEREAS, the City Council finds that the city staff recommends that the city ratify the contract with Potable Divers Inc. for the Water Tank Cleaning; and,

WHEREAS, the City Council finds that Potable Divers Inc. has the professional ability to provide for these services to meet the city's needs; and,

WHEREAS, the City Council finds that City now desires to further those ends by contracting with, Potable Divers Inc. to provide such services; and,

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

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

SECTION II - CONTRACT AUTHORIZED

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

The foregoing Recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 18th day of June, 2020, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH**, on this 18th day of June, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

Resolution No. 20-25

Resolution Of South Ogden City Approving An Agreement With Potable Divers Inc. For
Water Tank Cleaning, And Providing That This Resolution Shall Become Effective
Immediately Upon Posting And Final Passage.

.

18 Aug 20

CONTRACT COVERSHEET

At which council meeting would you like this agreement considered? 8/18/2020

With whom are we contracting? Potable Divers INC.

For what are we contracting? South Ogden City reservoir cleaning and inspection

What is contract effective date? 8/19/2020

What is the term? 3 years

Does the contract contain extension provisions? ☒ Yes ☐ No

If yes, what are the terms and how are they triggered?

If the do satisfactory work and price doesn't fluctuate over 5%

What are the conditions of the termination notice? When the contract is completed

Who in the city should be notified when this contract is ready to expire?

Jon Anderson

Who is the contact person for the contracting entity/business?

Name: David Harvey

Phone: (602)920-9438

Email: david@potabledivers.com

Address: PoBox 474 Vernal, UT 84078

City Manager Review

Date: 08/12/2020

Initial: MJD

Legal Review

Date: 12 Aug 20

Initial: KDB

Finance Review

Date: 8/12/2020

Initial:sl

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER or CITY) And **POTABLE DIVERS INC.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR (sometimes collectively referred to as the “Parties”), in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

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

DESCRIPTION OF WORK:

To furnish all equipment, labor, materials, and appurtenances for the cleaning and inspection of all (5 – 1,000,000.00 gallon reservoirs) of City water reservoirs located in various locations throughout the city. City strives to obtain a high water quality, and part of doing that is to keep the reservoirs cleaned and inspected on a 3 year rotation. The Contractor will need to clean and do a dive inspection for each site location (1-2 reservoirs per location) each fiscal year from July 1, 2020 – June 30th 2023. This is a bid for a 3-year contract with the option to have 2 additional 3-year contract extensions.

ARTICLE 2-THE PROJECT

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

South Ogden City Water Reservoir Cleaning and Inspection Project

ARTICLE 3- CONTRACT TIMES

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

3.02 *Dates for Completion and Final Payment:* The Work will be completed within **3 fiscal years starting July 1, 2020** following Notice to Proceed.

3.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 3.02 for Completion until the Work is accepted.

ARTICLE 4- CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	42 nd Street Reservoir	1	1 million gallon	\$1,200.00	\$1,200.00
2	Burch Creek Reservoir	2	2 million gallon	\$1,200.00	\$2,400.00
3	Steel Tanks Reservoir	2	2 million gallon	\$1,200.00	\$2,400.00
				Total	\$6,000.00

ARTICLE 5- PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment to OWNER no more than one time per each month.

5.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price based on CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 5.02(1)(A) and 5.02(1)(B). All such payments will be measured by the schedule of values indicated:

5.03 *Final Payment:* Upon final completion and acceptance of the Work, OWNER shall pay the Contract Price.

ARTICLE 6- INTEREST

6.01 All moneys not paid when due shall bear interest at the rate of 1% per annum.

ARTICLE 7- CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes these representations:

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

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

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

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

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

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

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

ARTICLE 8- CONTRACT DOCUMENTS

8.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Addendum;
5. Exhibits these Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by CONTRACTOR prior to Notice of Award;

ARTICLE 9- MISCELLANEOUS

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

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

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

9.05 *Termination Due To Non-Appropriation*: Owner may terminate this Agreement if any of the following events shall have occurred and Contractor has received, not less than 30 days prior to the end of Owner's then current fiscal year, a written opinion from Owner's counsel verifying the occurrence of these events:

- a) If funds are not budgeted and appropriated in any fiscal year for payments due under this Agreement for the succeeding fiscal year, or for acquiring services, equipment or functions, which in whole or in part are essentially the same as those being obtained, this Agreement shall not obligate the Owner as to such succeeding fiscal year and shall become void except as to the payments herein agreed upon for which funds will have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Contractor, its successors and assigns, for any further payments;
- b) If the provisions of Section (a) are utilized by Owner, Owner agrees to immediately notify the Contractor or its assignee of this Agreement that funds were not budgeted and appropriated, and to peacefully surrender possession of the Equipment to Contractor or its assignee.
- c) Owner made all payments due during the fiscal period immediately preceding the fiscal period for which sufficient funds were not appropriated.

Any early termination due to non-appropriation must be at the end of Owners then-current fiscal year.

9.06 *Voluntary Termination* Either party may, without cause, and upon written notice to the other party, terminate the agreement. The Owner shall pay the Contractor for all services rendered prior to the termination date.

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

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

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

POTABLE DIVERS INC.

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

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

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

STAFF REPORT



SUBJECT: Agreement with Ormond Construction for 675 E
Waterline Project
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 8-18-20

RECOMMENDATION

City staff recommends the approval of the contract with Ormond Construction for the 675 E waterline project.

BACKGROUND

The area around 675 E. between 42nd & 43rd has been a problem area for water leaks, whether for the mainline or the services. The waterline is also a 4" waterline. This project will upsize the pipe to an 8" line and replace all the old existing water mainline and all the services in the project area. This project has been on City staff radar for a few years. It will replace 800 feet of water mainline and approximately 15 services located in the project area. This is only a water project so only a trench repair in the road will be made along with minor landscaping that will be disturbed when installing the 15 new services.

ANALYSIS

South Ogden City solicited bids in the month of July for the project and were able to receive seven qualified bids for review. The bid results are as follows;

1- Ormond Construction	\$195,548.66
2- B&K Fox Contractors, Inc	\$198,326.25
3- MJM Construction Inc	\$209,820.00
4- Toncco Inc.	\$236,731.00
5- PNL Construction , Inc.	\$238,045.00
6- Paragon Consruction Systems, Inc.	\$285,322.46
7- SCI, Inc.	\$396,924.00

SIGNIFICANT IMPACTS

An impact to the water enterprise fund of \$195,548.66.

ATTACHMENTS

Bid results letter

Bid Tabulation



675 East Waterline Replacement Project

South Ogden City Corporation



Bid Opening Date: August 5, 2020 Time: 2:00 p.m. Place: South Ogden Municipal Office

				Ormond Construction, Inc.		B&K Fox Contractors, Inc.		MJM Construction Inc.	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization:	1	L.S.	\$ 20,500.00	\$ 20,500.00	\$ 4,000.00	\$ 4,000.00	\$ 10,500.00	\$ 10,500.00
2	8" Diameter PVC C-900, DR-18, Pipe:	790	L.F.	\$ 67.79	\$ 53,554.10	\$ 40.00	\$ 31,600.00	\$ 47.50	\$ 37,525.00
3	6" Transition Transition Coupler (Restrain Joints):	1	Each	\$ 417.43	\$ 417.43	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
4	4" Transition Transition Coupler (Restrain Joints):	1	Each	\$ 347.82	\$ 347.82	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5	8" D.I. 45 Degree Bend (Restrain Joints):	1	Each	\$ 587.77	\$ 587.77	\$ 925.00	\$ 925.00	\$ 650.00	\$ 650.00
6	8" D.I. 90 Degree Bend (Restrain Joints):	1	Each	\$ 625.55	\$ 625.55	\$ 1,000.00	\$ 1,000.00	\$ 650.00	\$ 650.00
7	8" X 6" D.I. Reducer (Restrain Joints):	1	Each	\$ 523.25	\$ 523.25	\$ 750.00	\$ 750.00	\$ 550.00	\$ 550.00
8	8" X 4" D.I. Reducer (Restrain Joints):	1	Each	\$ 458.07	\$ 458.07	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00
9	8" Thru 8" Branch D.I. M.J. Tee (Restrain Joints):	2	Each	\$ 756.38	\$ 1,512.76	\$ 1,400.00	\$ 2,800.00	\$ 850.00	\$ 1,700.00
10	Stub 8" PVC Pipe and Cap (Restrain Joints):	2	Each	\$ 654.43	\$ 1,308.86	\$ 850.00	\$ 1,700.00	\$ 350.00	\$ 700.00
11	8" D.I. Gate Valve & Box (Restrain Joints):	3	Each	\$ 2,036.26	\$ 6,108.78	\$ 1,850.00	\$ 5,550.00	\$ 2,000.00	\$ 6,000.00
12	Fire Hydrant Assembly No. 1:	1	Each	\$ 5,643.79	\$ 5,643.79	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00
13	Fire Hydrant Assembly No. 2:	1	Each	\$ 5,643.79	\$ 5,643.79	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00
14	Waterline Connections:	2	Each	\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
15	Remove and Replace Existing Service Lateral from Meter to New 8" PVC Pipe (Long Side):	9	Each	\$ 1,281.69	\$ 11,535.21	\$ 1,300.00	\$ 11,700.00	\$ 2,500.00	\$ 22,500.00
16	Remove and Replace Existing Service Lateral from Meter to New 8" PVC Pipe (Short Side):	6	Each	\$ 930.45	\$ 5,582.70	\$ 1,250.00	\$ 7,500.00	\$ 2,000.00	\$ 12,000.00



675 East Waterline Replacement Project

South Ogden City Corporation



Bid Opening Date: August 5, 2020 Time: 2:00 p.m. Place: South Ogden Municipal Office

				Ormond Construction, Inc.		B&K Fox Contractors, Inc.		MJM Construction Inc.	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
17	Replace Water Meter, Angle Valve and Box Lid:	15	Each	\$ 961.71	\$ 14,425.65	\$ 950.00	\$ 14,250.00	\$ 850.00	\$ 12,750.00
18	Replace Meter Box With Precast Concrete or Corrugated HDPE Box:	9	Each	\$ 212.07	\$ 1,908.63	\$ 350.00	\$ 3,150.00	\$ 350.00	\$ 3,150.00
19	Remove & Dispose Existing Valve and Valve Box:	1	Each	\$ 425.00	\$ 425.00	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00
20	Concrete Plugs at End of Abandoned Water Mains and Plug Existing Tapped Openings:	2	Each	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00	\$ 350.00	\$ 700.00
21	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	1,695	S.Y.	\$ 27.50	\$ 46,612.50	\$ 42.25	\$ 71,613.75	\$ 31.00	\$ 52,545.00
22	Remove and Replace Concrete Cross Drain:	45	S.F.	\$ 50.00	\$ 2,250.00	\$ 50.00	\$2,250.00*	\$ 50.00	\$ 2,250.00
23	Granular Backfill Borrow:	1,150	Tons	\$ 9.98	\$ 11,477.00	\$ 16.25	\$ 18,687.50	\$ 20.00	\$ 23,000.00
24	Landscaping:	200	S.F.	\$ 7.00	\$ 1,400.00	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00
TOTAL OF BID ITEMS					\$ 195,548.66		\$198,326.25*		\$ 209,820.00

- 4 Toncco, Inc. - \$236,731.00
- 5 PNL Construction - \$238,045.00
- 6 Paragon Construction - \$285,322.46*
- 7 SCI, Inc. - \$396,924.00

* Correction due to mathematical error

Project Engineer
Jory Wahlen

RESOLUTION NO. 20-26

A RESOLUTION APPROVING AN AGREEMENT WITH ORMOND CONSTRUCTION FOR 675 EAST ROAD PROJECT; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

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

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

WHEREAS, the City Council finds that the roadway at 675 E. needs to be replaced/repared in support of ongoing city operations; and,

WHEREAS, the City Council finds that to ensure the effective operation and utilization of these facilities and resources an agreement with a qualified construction service provider should be in place; and,

WHEREAS, the City Council finds that the deemed necessary and required solicitation of qualified service providers has been completed; and,

WHEREAS, the City Council finds that Ormond Construction, is in the best position to perform the 675 E. Road project contemplated herein; and,

WHEREAS, the City Council finds it is in the best interest of the City and its residents to sign such a construction supervision agreement with Ormond Construction.

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

The City Council Of South Ogden City, State Of Utah, Authorizes And Approves An Agreement With Ormond Construction Inc. For The 675 East Road Project And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said "**Contract Agreement**" (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 18th day of August, 2020, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH**, on this 18th day of August, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 20-26

A Resolution Approving An Agreement With Ormond Construction For 675 East Road
Project; Authorizing The City Manager To Sign Any And All Necessary Documents;
And, Providing For An Effective Date

.

18 Aug 20

CONTRACT COVERSHEET

At which council meeting would you like this agreement considered? 8/18/2020

With whom are we contracting? Ormond Construction Inc.

For what are we contracting? 675 E Water line Project

What is contract effective date? 8/19/2020

What is the term? 60 days

Does the contract contain extension provisions? ☐ Yes ☒ No

If yes, what are the terms and how are they triggered?

What are the conditions of the termination notice? One year warranty of completion

Who in the city should be notified when this contract is ready to expire?

Jon Anderson

Who is the contact person for the contracting entity/business?

Name: Steve Ormond
Phone: (435)723-3531
Email: Steve@ormondconst.com
Address: PoBox 598 Willard, UT 84340

City Manager Review

Date: 08/12/2020

Initial: MJD

Legal Review

Date: 12 Aug 20

Initial: KDB

Finance Review

Date: 8/12/2020

Initial: sl

CONTRACT AGREEMENT

THIS AGREEMENT is by and between SOUTH OGDEN CITY CORPORATION (hereinafter called OWNER or CITY) and Ormond Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR (sometimes collectively referred to as the "Parties"), in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

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

The work consists of furnishing and installing 695 Lineal feet of 8" PVC C-900, DR-18 Pipe within existing city street. The work also includes: the installation main line valves and fittings; removal and replacement of approximately 14 water services; compaction; import trench backfill; asphalt trench repair; and all other related appurtenance and associated work as indicated in the Contract Document.

ARTICLE 2-THE PROJECT

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

675 East Waterline Replacement Project

ARTICLE 3- ENGINEER

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

ARTICLE 4- CONTRACT TIMES

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

4.02 Dates for Completion and Final Payment: The Work will be completed within 60 days following Notice to Proceed.

4.03 Liquidated Damages: CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed under Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00

for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Mobilization:	1	L.S.	\$20,500.00	\$20,500.00
2.	8" Diameter PVC C-900, DR-18, Pipe:	790	L.F.	\$67.79	\$53,554.10
3.	6" Transition Coupler (Restrained Joints):	1	Each	\$417.43	\$417.43
4.	4" Transition Coupler (Restrained Joints):	1	Each	\$347.82	\$347.82
5.	8" D.I. 45 Degree Bend (Restrained Joints):	1	Each	\$587.77	\$587.77
6.	8" D.I. 90 Degree Bend (Restrained Joints):	1	Each	\$625.55	\$625.55
7.	8" X 6" D.I. Reducer (Restrained Joints):	1	Each	\$523.25	\$523.25
8.	8" X 4" D.I. Reducer (Restrained Joints):	1	Each	\$458.07	\$458.07
9.	8" Thru. 8" Branch D.I. M.J. Tee (Restrained Joints):	2	Each	\$756.38	\$1,512.76
10.	Stub 8" PVC Pipe Cap (Restrained Joints):	2	Each	\$654.43	\$1,308.86
11.	8" D.I. Gate Valve & Box (Restrained Joints):	2	Each	\$2,036.26	\$6,108.78
12.	Fire Hydrant Assembly 1:	1	Each	\$5,643.79	\$5,643.79
13.	Fire Hydrant Assembly 2:	1	Each	\$5,643.79	\$5,643.79
14.	Waterline Connections:	2	Each	\$1,250.00	\$2,500.00
15.	Remove and Replace Existing Service Lateral from Meter to New 8" PVC Pipe (Long Side):	9	Each	\$1,281.69	\$11,535.21
16.	Remove and Replace Existing Service Lateral from Meter to New 8" PVC Pipe (Short Side):	6	Each	\$930.45	\$5,582.70
17.	Replace Water Meter, Angle Valve & Box Lid:	15	Each	\$961.71	\$14,425.65
18.	Replace Meter Box with Precast Concrete or Corrugated HDPE Box:	9	Each	\$212.07	\$1,908.63

19	Remove & Dispose of Existing Valve and Valve Box:	1	Each	\$425.00	\$425.00
20	Concrete Plugs at Ends of Abandoned Water Mains and Plug Existing Tapped Openings:	2	Each	\$100.00	\$200.00
21	Asphalt Pavement Patching (3" HMA / 10" UTBC):	1695	S.Y.	\$27.50	\$46,612.50
22	Remove & Replace Concrete Cross Drain:	45	S.F	\$50.00	\$2,250.00
23	Granular Backfill Borrow	1,150	Tons	\$9.98	\$11,477.00
24	Landscaping:	200	S.F.	\$7.00	\$1,400.00

TOTAL OF ALL UNIT ONE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS AND 66/100 (\$195,548.66).

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

ARTICLE 6- PAYMENT PROCEDURES

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

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

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

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

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

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

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

ARTICLE 7- INTEREST

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

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

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

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

- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 Terms: Terms used in this Agreement will have the meanings stated in the General Conditions.

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

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

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

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

This Agreement will be effective on Aug. 18, 2020, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

ORMOND CONSTRUCTION, INC.

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

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

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Name: _____

Title: _____

Address: _____

Address: _____

STAFF REPORT



SUBJECT: Agreement with Gold Cross Services for
Ambulance Billing
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: August 18, 2020

RECOMMENDATION

City Staff is recommending that the Mayor and City Council approve the Agreement with Gold Cross Services for Ambulance Billing.

BACKGROUND

South Ogden's ambulance billing services require reconsideration. In 2013 it became evident that the internal resources were inadequate to accommodate the complex procedure of in-house billing, therefore, the billing services were contracted to an outside agency. Many challenges were encountered until we contracted with our current billing company. However, there are various aspects relating to our current billing company that we hadn't anticipated nor considered. It has become apparent that a semi-local company would be more beneficial compared to the current company's Eastern time-zone location: customer service; local pricing on supplies used and improved relationship based on our demographics.

ANALYSIS

South Ogden has used EMS/MC for ambulance billing since 2013. Although our working relationship has been very good, their North Carolina location has caused some limitations. If we utilize Gold Cross, located in Salt Lake City, it will allow for a more seamless process and should enhance the customer service aspect in regards to ambulance billing. Gold Cross is used by Riverdale City for its billing service, so our transfer to Gold Cross would allow for additional efficiency. They are also used by Weber Fire District and other agencies in Utah.

Our current billing company charges us 3.9% of the funds they can collect. Gold Cross charges a rate of 5.5%. With the ability to capture a higher percentage of costs on supplies used by the ambulance, staff believes that the revenue increase will still be larger than that 1.6% by collecting fees that are currently left on the table. Add that to better customer service for those that use our ambulance and the fact that we can become more efficient while in the interlocal agreement with Riverdale, it is recommended that this agreement is approved.

SIGNIFICANT IMPACTS

It is anticipated that South Ogden will have an increase in revenue based on capturing what has been previously left on the table with our current billing company. Riverdale realized an increase of 4% revenue regarding ambulance billing when they made the change to Gold Cross Services. Worst case scenario, we pay an additional 1.6% for billing but will have better customer services for patients with questions regarding their ambulance bill. From July 2019 – June 2020, South Ogden received \$554,320.88 worth of payments.

ATTACHMENTS

Agreement with Gold Cross for Ambulance Billing Services

Resolution No. 20-27

RESOLUTION OF SOUTH OGDEN CITY APPROVING AND RATIFYING ENTERING INTO AN AGREEMENT WITH GOLD CROSS SERVICES FOR AMBULANCE BILLING SERVICES; AUTHORIZING THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY TO GIVE EFFECT TO THE INTENT HEREOF; AND, PROVIDING FOR AN EFFECTIVE DATE

SECTION I - RECITALS

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717, the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds that there is an ongoing need to implement techniques, tools and abilities to support the city's Ambulance Billing Services; and,

WHEREAS, the City Council desires to further those ends by entering into an agreement with Gold Cross Services to provide such services; and,

WHEREAS, the City Council finds that exigencies required this Agreement be signed by the City Manager, and actions commenced before formal Council action could be taken; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated including ratification of the City Manager's prior action of entering into the Agreement,

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

SECTION II - CONTRACT AUTHORIZED

That The **Gold Cross Services "Billing Services Agreement"**, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The Action Of The City Manager In Previously Entering Into This Agreement Is Ratified, And The City Recorder Authorized To Attest, Any And All Documents Necessary Now Or Subsequently, To Effect This Authorization, Ratification And Approval.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of any and all prior Resolutions, with their specific provisions,

where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 18th day of August, 2020, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH**, on this 18th day of August, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

Resolution No. 20-27

Resolution Of South Ogden City Approving And Ratifying
Entering Into An Agreement With Gold Cross Services For Ambulance Billing Services; Authorizing The
City Manager To Sign The Necessary Documents On Behalf Of The City To Give Effect To The Intent
Hereof; And, Providing For An Effective Date

.

18 Aug 20

CONTRACT COVERSHEET

At which council meeting would you like this agreement considered? August 18, 2020

With whom are we contracting? Gold Cross Services, Inc.

For what are we contracting? Ambulance Billing

What is contract effective date? 10/1/2020

What is the term? 4 years

Does the contract contain extension provisions? ☒ Yes ☐ No

If yes, what are the terms and how are they triggered?

Automatic

What are the conditions of the termination notice? 90 days written notice

Who in the city should be notified when this contract is ready to expire?
Fire Chief

Who is the contact person for the contracting entity/business?

Name: Tyler Peterson

Phone: 801-975-4319

Email: tylerp@goldcrossservices.com

Address: 1717 South Redwood Road, Salt Lake City, UT 84104-5110

City Manager Review

Date: 08/12/20

Initial: MJD

Legal Review

Date: 12 Aug 20

Initial: KDB

Finance Review

Date: 8/12/2020

Initial: sl

BILLING SERVICES AGREEMENT

[Form]

This Billing Services Agreement (this "Agreement") is entered into by and between Gold Cross Services, Inc., a Utah corporation doing business as Gold Billing Services ("Gold Cross"), and South Ogden City Fire Department, a department of the City of South Ogden, a Municipal Corporation of the State of Utah ("Customer"), effective as of July 1, 2020 (the "Effective Date").

RECITALS

A. Gold Cross is in the business of providing billing and account receivable collection services to ambulance transport service providers in the State of Utah.

B. Customer provides ambulance transport services, pursuant to one or more licenses issued by the Bureau of Emergency Medical Services of the State of Utah.

C. Gold Cross desires to provide certain billing and accounts receivable services for Customer, and Customer desires to engage Gold Cross to provide such services.

AGREEMENT

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

1. Services. Subject to the terms and conditions of this Agreement, Customer authorizes and engages Gold Cross to perform, and Gold Cross agrees to provide for the benefit of Customer, billing and account receivable collection services described on the attached Schedule A (collectively, the "Services"). During the Term of this Agreement, the Customer shall not engage any other individual or entity for the provision of the Services. Notwithstanding any other provision contained herein, Gold Cross shall have the right to enter into one or more agreements with other ambulance service providers for the same or similar services as are covered by this Agreement.

2. Compensation. In consideration of the Services provided to Customer by Gold Cross, Customer agrees to pay Gold Cross the following compensation:

(a) 5.5% of the total dollar value of the amounts billed and collected for Customer by Gold Cross pursuant to this Agreement each month, less any refunds of overpayments by payers.

3. Indemnification. Customer agrees that Gold Cross will rely on the information submitted by Customer for use in the billing process, and Customer agrees to indemnify and hold harmless Gold Cross for any cause of action, damages, attorneys' fees or expenses related to any legal claims that may arise out of any erroneous information provided to Gold Cross by Customer. Without limiting the foregoing, each Party will indemnify, defend, and hold harmless the other Party and its members, managers, officers, directors, shareholders,

employees, and agents from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, solely arising from the acts of gross negligence or willful misconduct of the indemnifying Party or its officers, directors, shareholders, employees, and agents.

4. Insurance Coverage. Gold Cross shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance, including blanket contractual liability insurance, automobile insurance, and completed operations insurance coverages with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. In addition, Gold Cross agrees to obtain and maintain (and otherwise provide proof of such coverage) professional liability insurance covering provision of the Services with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. Upon request, the Parties agree to furnish to each other appropriate certificates of insurance.

5. Initial Term and Extensions. Gold Cross agrees to provide the Services, as described herein, for a period of four (4) years commencing as of the Effective Date. This Agreement shall automatically renew for successive renewal terms of one year each, unless (a) one Party gives the other Party written notice that the Agreement will not renew, at least thirty (30) days prior to the end of the then-current term, or (b) this Agreement is otherwise terminated under the terms hereof.

6. Termination. Either Party may terminate this Agreement upon written notice of such termination to the other Party if the other Party is in material breach of any provision of this Agreement and the breaching Party has not cured the breach within five (5) business days of receipt of notice from the non-breaching Party. Gold Cross may, for any reason, terminate this Agreement upon ninety (90) days written notice to Customer. If this Agreement is terminated by Gold Cross as provided herein, Gold Cross shall calculate and invoice Customer based on actual Services performed, as described herein, and Customer shall promptly pay such invoice.

7. Public Officers' and Employees' Ethics Act. Gold Cross represents that it has not: (a) provided any illegal gift or payoff to any of Customer's officers or employees or former officers or employees, or their relatives or business entities; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (c) knowingly influenced any of Customer's officers or employees, or former officers or employees, to breach the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

8. Notice. All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, faxed or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section 8, (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, (b) if delivered by facsimile, will be deemed given when

confirmed, and (c) if delivered by mail in the manner described above, will be deemed given on the date received by the recipient as reflected on the return receipt. All notices shall be directed to the Parties as follows:

For the Customer:

South Ogden City Fire
3950 Adams Ave.
South Ogden City, Utah 84403
Tel: (801) 622-2700
Attention: Chief Cameron West
cwest@southogdenfire.gov

With a copy to (which shall not constitute notice):

South Ogden City
Attention: City Attorney
2950 Adams Ave.
South Ogden City, Utah 84403
kbradshaw@southogdencity.gov

For Gold Cross:

Gold Cross Services, Inc.
1717 South Redwood Road
Salt Lake City, UT 84104-5110
Fax: (801) 975-4373
Tel: (801) 520-9532
gmoffitt@goldcrossservices.com
mmoffitt@goldcrossservices.com

9. No Third Party Rights. Gold Cross's obligations under this Agreement are solely to Customer, and Customer's obligations under this Agreement are solely to Gold Cross. This Agreement shall confer no third party rights.

10. Entire Agreement. This Agreement and the schedules and exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

11. Independent Contractor. Nothing in this Agreement shall be construed as establishing a partnership, employment, or joint venture relationship between Customer and Gold Cross. Gold Cross will at all times be deemed to be an independent contractor of Customer, and neither Party's employees or agents will be regarded as employees of the other Party.

12. Waivers and Amendments. No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Agreement may only be amended in writing signed by each Party. If, as the result of legislative action or rule-making, any of the provisions of this Agreement become inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

13. Severability. If any provision of this Agreement shall be held, or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

14. Force Majeure. Any delay in or failure of performance of the Services shall not constitute a default hereunder if and to the extent such delay or failure of performance is caused by occurrences beyond the reasonable control of Gold Cross or the agents of Gold Cross providing such Services, including acts of God or the public enemy; compliance with any order or request of any governmental authority; acts of war, riots or strikes or other concerted acts of personnel; network failures or failures in communications; or any other causes beyond the reasonable control of Gold Cross or agent of Gold Cross providing such Services, whether or not of the same class or kind as those specifically identified above; provided that Gold Cross must (a) promptly notify Customer in writing and furnish all relevant information concerning the event of force majeure; (b) use reasonable efforts to avoid or remove the cause of nonperformance; and (c) proceed to perform its obligations when such cause is removed.

15. Section Headings. The headings in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

17. Choice of Law. The interpretation of this Agreement and any dispute concerning its provisions shall be governed by the laws of the State of Utah. Jurisdiction and venue shall lie with the courts of the Second Judicial District, Weber County, State of Utah.

18. Confidentiality. The Parties shall maintain the confidentiality of patient medical records under state and federal laws. Each Party further acknowledges that information regarding the other Party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and system, reimbursement schedules, contracts, business plans and such other business records is proprietary and confidential. Each Party agrees to hold such information in strict confidence and not to disclose or make available such information to any third party, except as required by law. This provision shall survive any termination of this Agreement.

19. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party. If consent to an assignment is obtained, this Agreement binds the successors and assigns of the Parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, Gold Cross may assign or otherwise transfer its interest under this Agreement to any "related entity." For the purposes of this section, a related entity shall be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of the Gold Cross assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving Gold Cross. Any assignment to a related entity shall not require the consent or approval of Customer to be effective.

20. Authority. The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity under its terms.

21. Gold Cross is a "covered entity," as that term is defined in the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rules"), and, as such must comply with the Privacy Rules. The Privacy Rules require Gold Cross to enter into an agreement containing minimum safeguards with each of its "business associates" as that term is defined in 45 C.F.R. § 160.103 (the "Business Associate Agreement"). Customer is a business associate of Company pursuant to the Privacy Rules, and, consequently, the Parties must enter into the Business Associate Agreement, substantially in the form set forth as Schedule C hereto.]

(Rest of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

South Ogden City Fire Department

GOLD CROSS SERVICES, INC.

Signature _____

Signature _____

Title _____

Title _____

Dated _____

Dated _____

SCHEDULE A

Description of the Services

I. Gold Cross Shall Provide the following services:

Billing Agent. Gold Cross, as the authorized billing agent for Customer, shall provide billing and account receivable collection services for ambulance services provided by South Ogden City, all as directed by Customer. Using Electronic Patient Data (as defined below), Gold Cross will create, make inquiries regarding, process, and follow up on, billings to Medicare, Medicaid, insurance companies as applicable, other third party payors, and/or patients. Gold Cross's billing and account receivable collection services shall be conducted in accordance with applicable laws, special instructions from Customer, and Gold Cross's policies and procedures in effect from time to time. Gold Cross shall not be responsible to Customer, Medicare, Medicaid, insurers, other third party payors, or patients if the services or documentation provided by Customer to Gold Cross are inaccurate or incomplete or otherwise failed to meet the medical requirements of the patient.

II. Responsibilities of Customer.

In addition to Customer's other obligations under this Agreement, Customer shall be responsible for the following:

A. Ambulance Service Charges. To enable Gold Cross to provide the billing and account receivable collection services contemplated by this Agreement, Customer shall provide to Gold Cross a current listing of all rates and charges it intends Gold Cross to use to bill for ambulance transportation, disposable supplies, and/or any other product or service for which Customer intends to charge.

B. Electronic Patient Data. Customer will transmit to Gold Cross all ambulance trip ticket information in electronic format. The information provided electronically ("Electronic Patient Data") is necessary for Gold Cross to complete its Services and contains EMS Data that may be required by law to be reported to the State of Utah. To transmit Electronic Patient Data to Gold Cross, Customer shall use computer equipment ("Equipment") owned or leased by it, and Gold Cross shall be under no obligation to provide Equipment to Customer. Customer agrees that it shall only use NEMISIS III compliant software of the Customer's choice ("Software"), licensed by Customer to record and transmit to Gold Cross the ambulance trip ticket information described herein. For this purpose, Customer shall purchase the Software to be installed on the Equipment. Customer shall obtain any necessary non-exclusive, world-wide, non-transferable licenses ("Licenses") for Customer's use of the Software during the term of this Agreement. Customer is solely responsible for the maintenance and operability of the Software and the Equipment.

C. Daily Uploading Electronic Patient Data. Customer personnel will, on a daily basis, export, over an appropriate, available internet connection, the Electronic Patient Data

identified in Section II.B above, to the NEMISIS III compliant software so that Gold Cross may download the Electronic Patient Data into Gold Cross's billing system. Customer is solely responsible for obtaining and providing its own broadband connection(s) to the Internet, and Gold Cross makes no representations to Customer regarding the advisability of any provider or network. Gold Cross takes no responsibility for, or makes any representation with respect to, the accuracy and/or security of the Electronic Patient Data and/or the maintenance or functionality of the Network.

III. Additional Responsibilities of Gold Cross.

In connection with the foregoing and as part of the Services, Gold Cross will be responsible for the following:

A. Payments Received. Gold Cross will receive and post payments for Customer's billed accounts receivables. Receipts of payment from billed accounts receivables will be deposited, promptly, in an established account with **Bank of Utah**. It is understood that certain payors will transmit their payments using an Electronic Funds Transfer ("EFT") process. In these cases, the payor will send its payment with an electronic explanation of benefits ("EOB") to Gold Cross. The EOB allows Gold Cross to accurately post payments to the correct patient account.

B. Collections Activities. Gold Cross will utilize its established system of billing, collection, phone calls, letters, and notices for a period of one hundred eighty (180) days. Gold Cross is responsible for the cost of forms, processing, and postage. It is expressly understood by Customer that Gold Cross does not guarantee the performance or collectability of any accounts receivable. Unless instructed by Customer to do otherwise, Gold Cross will on a periodic basis provide Customer with a list of accounts older than 180 days. Customer will then decide whether to write the account off or pursue more aggressive collection action. The decision made by Customer must be forwarded to Gold Cross for appropriate action.

C. Monthly Accounting. At the end of every month, Gold Cross will provide an accounting of the total number of transported patients for that month for which accounts receivable have accrued and a listing of such accounts receivable activity for the previous month in the form attached as Exhibit 1 (each, a "Report"). If the number of transports billed by Gold Cross does not agree with Customer's records, Customer must notify Gold Cross immediately of the discrepancy, so representatives of each of Gold Cross and the Customer can work together to resolve or correct the discrepancy.

D. Records Ownership and Access. The records of Customer held within the offices of Gold Cross shall remain the property of Customer and shall be available for access and review by Customer at during normal business hours upon providing Gold Cross reasonable notice.