



MEMORANDUM

To: Mayor and City Council

From: Matthew J. Dixon, City Manager

RE: December 01, 2020 Council Meeting

WORK SESSION

- **RAMP Grant Applications.** During the work session we will review potential RAMP grants the city council would like to pursue for the 2021 grant cycle. Staff will be reviewing possible grants for Club Heights Park Improvements (amenities that were considered bid alternates for the recent project), South Ogden Days (entertainment funding) and a grant for the creation of a South Ogden Heritage Trail (museums part of RAMP funding).
 - Club Heights Park – In September the city council awarded a contract to Hogan Construction for Phase I of the Club Heights Park Project for \$1.3M. Phase I includes the site demolition, grading and earthwork, utility work, most of the landscaping, irrigation system, parking lot, sidewalks and concrete edging around play areas. Phase I does not include: Picnic Tables, Benches, Playground Equipment or Shade Sails. These items were bid to cost the city \$482,313. The council decided to move forward with Phase I and apply for grant funding for the bid alternate items listed above. This grant would be requested through the Parks portion of RAMP.
 - South Ogden Days – Annually the city applies for funding through the Arts portion of RAMP to help pay for our South Ogden Days entertainment. This will provide the council an opportunity to decide if this is something you want to apply for again this year.
 - Heritage Trail – Staff was approached in August by members of the Sons of the Utah Pioneers (SUPs). The group was interested in looking at preserving and relocating the old Kit Carson Memorial Monument located east of Highway 89 just south of 40th Street. Together, with staff, we talked about ideas, location, costs, etc. Unfortunately, or fortunately (depending on how you want to look at it), the wind storm in September destroyed the old monument. What is being proposed for council consideration and direction is the idea of the city partnering with SUPs to request RAMP funding through the museums portion of RAMP to help pay for the purchase and relocation of the Kit Carson Monument. As we've discussed this project, we've also discussed the possibility of creating a multi-year project through RAMP for the creation of what we are currently calling the South Ogden Heritage Trail. It is proposed that we consider master planning several historical monuments around the recently completed trail behind Burch Creek Elementary School. The city, along with help from SUPs would start with a plan for approximately five monuments to be installed along the trail. Monuments may include one that

talks about the Shoshone Indians, Kit Carson, Trappers, Mormon Pioneers and the Railroad. This would provide an opportunity for residents, as well as students at the school a chance to learn of some of our rich heritage while enjoying a walk around the trail.

If this is something the council would like to pursue, staff would work to come up with a rough conceptual plan for the Heritage Trail and work with the School District and SUP to complete a grant application for RAMP funding.

DISCUSSTION/ACTION ITEMS

- **Strategic Goal 2.2 related to Employee Compensation/Recognition** - This is a follow up discussion item from the previous council meeting. The council discussed doing an Employee Appreciation gift in lieu of holding our annual dinner and holiday gift cards. If the council decides to move forward to allocate monies towards this, staff will incorporate the budgetary impacts into the Dec. 15 budget amendment (see Discussion item below).
- **Consideration of Resolution 20-36 – Acknowledging the Existence of Deeds to Glasmann Park and Authorizing their Issuance as Required.** Leesa has provided a great Staff Report on this agenda item. Please review that and contact me if you have any questions staff can help answer.
- **Resolution 20-37 – Amending an Agreement with T-Mobile for installation of fiber and utility easement.** This is the first amendment of an agreement between South Ogden City and T-Mobile for the cell tower at Friendship Park. The agreement allows T-Mobile the ability to establish an easement that will allow them the ability to bring fiber to the cell tower. Staff has reviewed the proposed amendment and recommends council approval.
- **Consideration of Resolution 20-38 – Approving an Agreement with Compass Minerals.** This agreement is for purchase and delivery of de-icing salt for our snow plows. Compass Minerals is an approved vendor for the state of Utah (Contract: MA1721) which allows the city to purchase from Compass without going through a more detailed bidding process. This contract is for 2,000 tons of de-icing salt at a price of \$25.17 per ton. Staff recommends approval of Resolution 20-88.
- **Consideration of Ordinance 20-24 – Rezoning 236, 225, and 229 40th Street, 4011 Hillcrest Circle, and Approximately 202 and 206 Country Club Drive from R-1-6 to 40th Street General and O-1.** This is a rezone request for properties on the south side of 40th Street. The request is to rezone a portion of the property to 40th Street General and a portion of the property as Open Space. The Planning Commission held a public hearing and voted in favor of recommending the rezone to the city council. Mark Vlasic, City Planner, has provided a Staff Report that goes into greater detail.

DISCUSSION

- **Fiscal Year 2021 Budget Amendments** - Amending the FY2021 Budget. Steve will review a list of budget amendments recommended for council consideration. A detailed list of the amendments will be emailed to you this weekend. Steve has been working on the large list of amendments and won't have it completed until Friday or Saturday. Note that we have decided to not have the public hearing and vote to amend the budget at this meeting. We felt like we would, instead, take time during this meeting to review and discuss

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the amendments and have the official amendment on Dec. 15. This will also allow the impacts of the council decision regarding employee recognition pay to be incorporated with the Dec. 15 amendments as well.

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NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL WORK SESSION

TUESDAY, DECEMBER 1, 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, December 1, 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

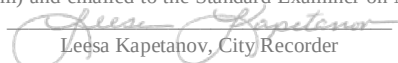
III. DISCUSSION ITEMS

A. RAMP Grant Applications

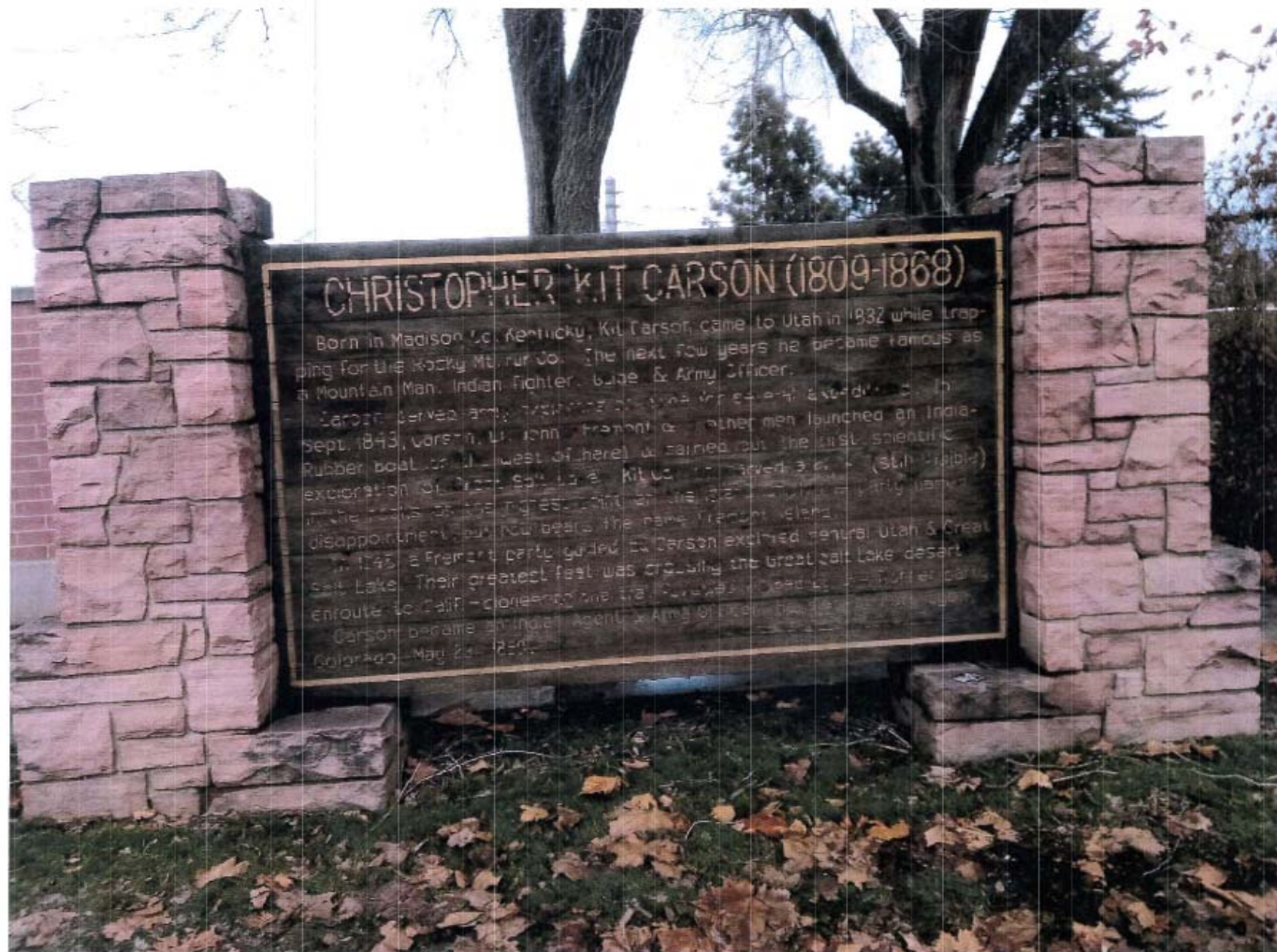
IV. ADJOURN

Posted to the State of Utah Website November 25, 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 November 25, 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.



CHRISTOPHER 'KIT' CARSON (1809-1868)

Born in Madison Co. Kentucky, Kit Carson came to Utah in 1832 while trapping for the Rocky Mountain Co. The next few years he became famous as a Mountain Man, Indian fighter, Guide & Army Officer.

Carson served army trapping parties in the West. In 1843, Carson, Lt. John Fremont & other men launched an Indian Rubber boat on the west of here & gained but the first scientific excavation of Great Salt Lake. Kit Carson served as a (Salt Lake) in the early days of the settlement of the area. Carson's early career disappointment but now bears the name Fremont Island.

In 1845, a Fremont party guided by Carson explored natural Utah & Great Salt Lake. Their greatest feat was crossing the Great Salt Lake desert enroute to Calif. - discovered the U.S. Survey of Great Salt Lake.

Carson became an Indian Agent & Army Officer. He died in Colorado May 24, 1868.

KIT CARSON

Christopher "Kit" Carson was born in Madison, Kentucky on December 24, 1809. Kit was a frontiersman joining a trappers party in 1829 going to California. He traveled to Santa Fe joining with Thomas Fitzpatrick trapping all over Utah and the mountain states. In 1836 Carson married an Arapaho Indian woman Josefa Jararmillo and had three children. John C. Fremont chose Kit Carson as his guide to explore and map routes to the west coast. On their second expedition along the Oregon Trail, Kit showed John Northern Utah. They traveled through Weber County mapping out the land and rivers in 1843. Kit followed the Weber and Ogden Rivers to the Great Salt Lake where they floated out to Disappointment Island now renamed Fremont Island. On the highest peak Fremont sketch and mapped out the boundaries of the Great Salt Lake. Kit carved a cross under a rock which can be seen today. On their 3rd

expedition in 1844-5 Kit took Fremont through Utah through the gorge to Nevada and California. In 1846 Kit served in the Mexican War in the Battle of San Pascual. Kit served as an Indian Agent in Colorado. During the Civil War, Kit was appointed Lt. Colonel of the New Mexico Regiment fighting at the Battle of Val Verde. Kit was promoted to Brigadier General by the wars end. Kit was placed in charge of Fort Lyon, Colorado where he died May 23, 1868. Kit was buried in the Kit Carson Cemetery, Taos, New Mexico.

Concept 1

Rectangle (Front)

CHRISTOPHER "KIT" CARSON (1809 - 1868)

Born in Madison Co. Kentucky, Kit Carson came to Utah in 1833 while trapping for the Rocky Mountain Fur Co. The next few years he became famous as a Mountain Man, Indian fighter, guide & Army officer.

Carson served army explorers as guide for several expeditions. In Sept. 1843, Carson, Lt. John Fremont and other men launched an India - Rubber boat (to the west of here) and carried out the first scientific exploration of the Great Salt Lake. Kit Carson carved 3 crosses (still visible) in the rocks of the nearest point on the island which the party named "Isappointment" but now bears the name "Fremont Island".

In 1845 a Fremont party, guided by Carson, explored Central Utah & Great Salt Lake. Their greatest feat was crossing the Great Salt Lake Desert, enroute to California - pioneering the trail followed in 1846 by the Donner party.



Carson became an Indian Agent & Army officer.
He died at Fort Lyon, Colorado, May 23, 1868.





MHB

MARK H. BOTT CO.

A Family Tradition Since 1873



CHRISTOPHER "KIT" CARSEN PROJECT

10 NOVEMBER, 2020

DESIGN 1

COLOR: BARRE GRAY
SIZE: W 10'
D 1' 6"
H 5' 10"
WGT 7,360 LBS
PRICE \$ 22,975.00

DESIGN 2

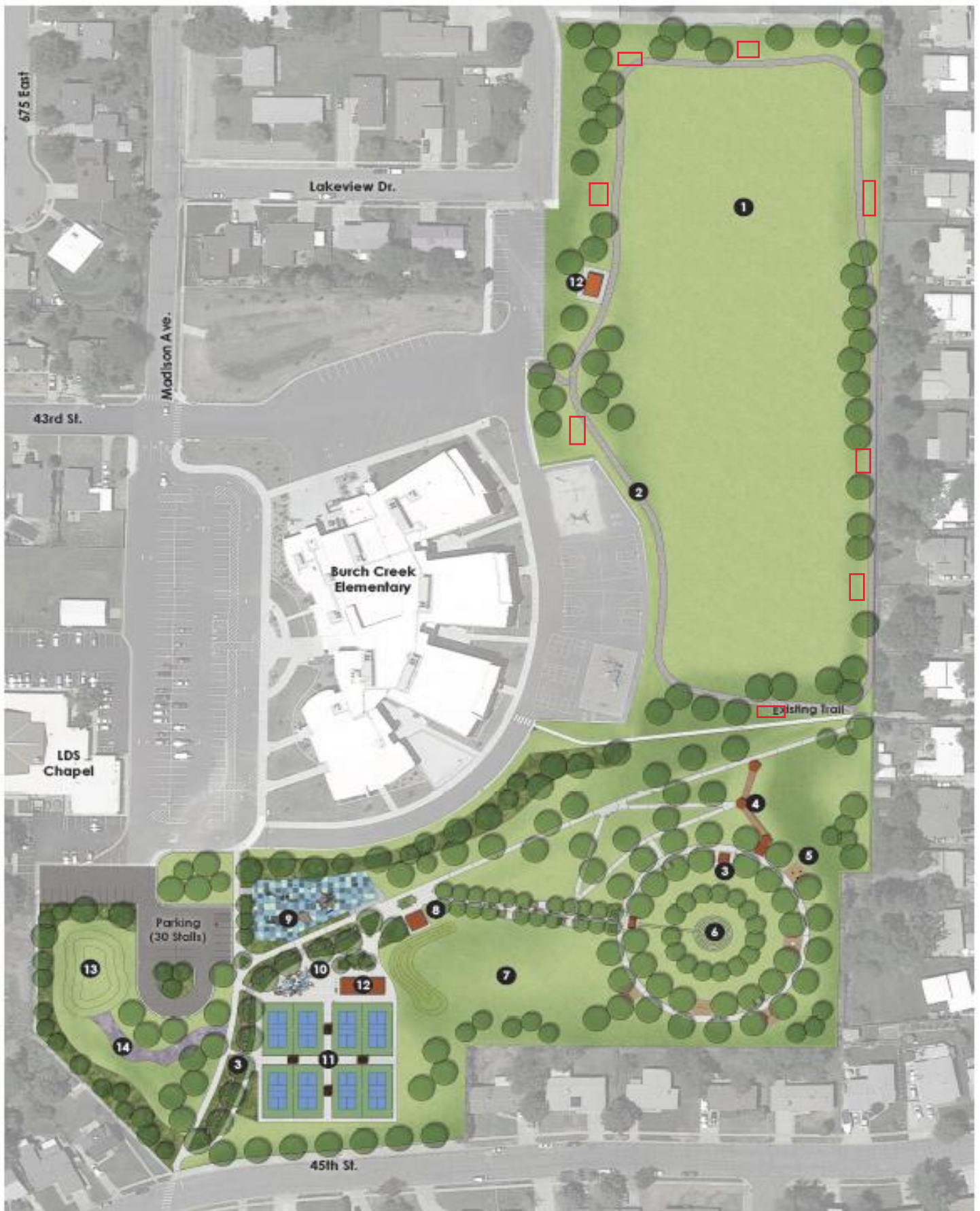
COLOR: BARRE GRAY
SIZE: W 8'
D 1' 4"
H 5' 6"
WGT 4,160 LBS
PRICE \$ 17,787.00

MHB - REINFORCED CONCRETE FOUNDATION

OPTION 1 \$ 2,160.00 OPTION 2 \$ 2,000.00

OTHER

POST DESIGN 3 SIDES
\$ 2,800



Burch Creek Park Master Plan
January 18, 2019



OPTION 3: [RIPPLE]



EXAMPLE IMAGES



Picnic Shelter (16' x 16')



Playground



Water Play Feature



Climbing Boulder



Nature Play Area



Forested Hillside Trail

LEGEND

- 1 Picnic Shelter (16' x 16')
- 2 Playground
- 3 Water Play Feature
- 4 Climbing Boulder
- 5 Nature Play Area
- 6 Forested Hillside Trail
- 7 Natural Grass Lawn Area
- 8 Parking Lot and Bus Turnaround
- 9 WSU Golf Course Access

DESCRIPTION

The finishing piece to this hillside neighborhood park, the design completes the park's newly acquired upper terrace and provides a vital connection to the adjacent neighborhood.

The circular open lawn at the park's center is surrounded by nodes of various activities. Its versatility allows for either a casual picnic or a pickup game of frisbee, while more specialized uses may be found at the edges. At the southeast entry, a new playground features contemporary climbing equipment more distinct and active from elsewhere in the park. At the northeast entry, a water play feature allows children to manipulate flowing water in an exciting sensory experience. And at the west, a nature play area features a large climbing boulder, rocks, logs and other obstacles to challenge little explorers of many ages.

A new trail making its way down the forested hillside provides an important connection to the rest of the existing park, and offers a chance for nature exploration, active exercise, or quiet contemplation. Connecting the park further beyond the adjacent neighborhood, a small parking area allows for ample access by car.

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>
SCHEDULE A – BASE BID:					
A1	Mobilization/Demobilization/Construction Layout:	1	L.S.	\$135,950.00	\$135,950.00
A2	Erosion Control/SWPPP:	1	L.S.	\$11,030.00	\$11,030.00
A3	Demolition – Clearing and Grubbing:	1	L.S.	\$2,070.00	\$2,070.00
A4	Demolition – Remove & Dispose of Existing Asphalt:	1	L.S.	\$5,888.00	\$5,888.00
A5	Demolition – Remove & Dispose of Existing Concrete Curb:	1	L.S.	\$882.00	\$882.00
A6	Demolition – Remove & Dispose of Existing Flatwork:	1	L.S.	\$2,198.00	\$2,198.00
A7	Demolition – Remove & Dispose of Water Meter and Service in Palmer Drive:	1	L.S.	\$1,095.00	\$1,095.00
A8	Demolition – Remove & Dispose of Existing Fire Hydrant & Piping:	1	L.S.	\$1,892.00	\$1,892.00
A9	Demolition – Remove & Dispose of Existing Light Pole & Conduit:	1	L.S.	\$1,290.00	\$1,290.00
A10	Demolition – Remove & Dispose of Existing Drain Box & Piping:	1	L.S.	\$2,064.00	\$2,064.00
A11	Demolition – Remove & Dispose of Existing Valve:	1	L.S.	\$674.00	\$674.00
A12	Demolition – Remove & Dispose of Existing Trees:	1	L.S.	\$1,475.00	\$1,475.00
A13	Traffic Control:	1	L.S.	\$10,150.00	\$10,150.00
A14	South Ogden Small Park Sign:	1	L.S.	\$11,370.00	\$11,370.00
A15	Earthwork/Site Grading/Retention Basin:	1	L.S.	\$10000.00	\$10000.00
A16	Earthwork Cut to Haul Off-Site:	1	L.S.	\$43,090.00	\$43,090.00
A17	Earthwork Fine Grading:	1	L.S.	\$3,873.00	\$3,873.00
A18	Structural Fill:	1	L.S.	\$3,065.00	\$3,065.00
A19	Imported Topsoil:	1	L.S.	\$44,740.00	\$44,740.00
A20	Utility – Site Electrical Service:	1	L.S.	\$3,588.00	\$3,588.00
A21	Utility – Electrical Site Lighting:	1	L.S.	\$46,860.00	\$46,860.00

A22	Utility – Storm Drain 12” Diameter RCP Pipe:	250	L.F.	\$54.00	\$13,500.00
A23	Utility – Storm Drain 12” Diameter PVC Pipe	75	L.F.	\$61.00	\$4,575.00
A24	Utility – Storm Drain 6” Diameter PVC Drain Pipe:	125	L.F.	\$52.00	\$6,500.00
A25	Utility – Storm Drain 2’x2’ Concrete Catch Basin with Grate:	1	Each	\$2,041.00	\$2,041.00
A26	Utility – Storm Drain Curb Inlet Box:	1	Each	\$2,151.00	\$2,151.00
A27	Utility – Storm Drain 4’ Diameter Manhole with Ring and Grated Cover:	1	Each	\$1,640.00	\$1,640.00
A28	Utility – Storm Drain 5’ Diameter Manhole with Ring and Grated Cover:	1	Each	\$2,568.00	\$2,568.00
A29	Utility – Culinary Water 2” Water Meter, Box, Ring and Cover:	1	Each	\$5,794.00	\$5,794.00
A30	Utility – Culinary Water 2” Poly Service Lateral from Main Line to Meter:	50	L.F.	\$47.00	\$2,350.00
A31	Utility – Culinary Water 2” Service Poly with Fittings:	5	L.F.	\$43.00	\$215.00
A32	Utility – Culinary Water 1.5” Service Poly with Fittings:	100	L.F.	\$32.00	\$3,200.00
A33	Utility – Culinary Water 1.25” Service Poly with Fittings:	120	L.F.	\$28.00	\$3,360.00
A34	Utility – Culinary Water 1” Service Poly with Fittings:	150	L.F.	\$28.00	\$4,200.00
A35	Utility – Culinary Water 2” Valve:	1	Each	\$286.00	\$286.00
A36	Utility – Culinary Water 1” Stop and Waste:	1	Each	\$564.00	\$564.00
A37	Utility – -2-Inch PVC Casing with End Seals:	110	L.F.	\$22.00	\$2,420.00
A38	Remove & Replace Culinary Water Valve Box in Palmer Drive:	1	Each	\$863.00	\$863.00
A39	Remove & Replace Water Valve Box & Construct Concrete Collar:	1	L.S.	\$863.00	\$863.00
A40	Pre-Lower & Raise Manhole Cover, Provide New Ring and Cover, and Construct Concrete Collar:	1	L.S.	\$1,362.00	\$1,362.00
A41	Curb and Gutter – 30”:	700	L.F.	\$38.00	\$26,600.00
A42	5 Foot Taper Curb Section:	4	Each	\$663.00	\$2,652.00
A43	Asphalt Paving & Base – Parking Lot Paving Section:	1	L.S.	\$18,580.00	\$18,580.00
A44	Asphalt Paving & Base – Street Paving Section:	1	L.S.	\$18,530.00	\$18,530.00
A45	Granular Barrow:	1	L.S.	\$30.00	\$30.00
A46	Concrete Sidewalk (4” Thick) over Base Course (4”):	11,800	S.F.	\$7.60	\$89,680.00

A47	Concrete Sidewalk (6" Thick) over Base Course (4"):	375	S.F.	\$12.00	\$4,500.00
A48	Pedestrian Access Ramp:	3	Each	\$1,659.00	\$4,977.00
A49	Concrete Curb Wall 8" x 18":	360	L.F.	\$49.00	\$17,640.00
A50	Concrete Edge 18" Wide x 18" Tall Playground:	450	L.F.	\$63.00	\$28,350.00
A51	Concrete Playground Ramp:	3	Each	\$1,843.00	\$4,529.00
A52	Concrete Wall and Plinth:	1	L.S.	\$15,530.00	\$15,530.00
A53	Concrete Edge 12" Wide x 6" Deep:	116	L.F.	\$53.00	\$6,148.00
A54	Traffic Signs (Stop and ADA):	3	Each	\$712.00	\$2,136.00
A55	Park Rules Sign:	1	Each	\$2,740.00	\$2,740.00
A56	Pavement Markings:	1	L.S.	\$392.00	\$392.00
A57	Water Feature:	1	L.S.	\$70,460.00	\$70,460.00
A58	Playground Surfacing – Engineered Wood Fiber:	1	L.S.	\$6,300.00	\$6,300.00
A59	Playground Surfacing – Sand:	1	L.S.	\$2,396.00	\$2,396.00
A60	Mulch – Wood Bark 4" Deep:	1	L.S.	\$26,370.00	\$36,730.00
A61	Seeded Mat:	1	L.S.	\$2,721.00	\$2,721.00
A62	Irrigation System:	1	L.S.	\$50,340.00	\$50,340.00
A63	Sod:	1	L.S.	\$15,790.00	\$15,790.00
A64	Tree – 2" Caliper:	27	Each	\$568.00	\$15,336.00
A65	Tree – 6' Tall:	7	Each	\$379.00	\$2,653.00
A66	Shrub – 1 Gallon:	193	Each	\$22.00	\$4,246.00
A67	Shrub – 2 Gallon:	32	Each	\$30.00	\$960.00
A68	Shrub – 5 Gallon:	101	Each	\$47.00	\$4,747.00
A69	Boulder – Small:	12	Each	\$166.00	\$1,992.00
A70	Boulder – Medium:	19	Each	\$237.00	\$4,503.00
A71	Boulder – Large:	10	Each	\$266.00	\$2,660.00
A72	Wood Log – Small:	2	Each	\$184.00	\$368.00
A73	Wood Log – Medium:	3	Each	\$142.00	\$426.00
A74	Wood Log – Large:	2	Each	\$196.00	\$392.00
A75	Wood Log – Extra Large:	1	Each	\$344.00	\$344.00

TOTAL OF SCHEDULE A:					\$858,714.00
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SCHEDULE B - ALTERNATES:

B1	Picnic Shelter (16x16):	2	L.S.	\$48,800.00	\$97,600.00
B2	Bench 6' – w/Back:	4	Each	\$4,883.00	\$19,532.00
B3	Picnic Table ADA 6':	2	Each	\$9,537.00	\$19,074.00
B4	Litter Receptacle:	4	Each	\$3,169.00	\$12,676.00
B5	Bike Rack:	3	Each	\$1,317.00	\$3,951.00
B6	Playground Equipment:	1	L.S.	\$251,800.00	\$251,800.00
B7	Playground Shade Sails:	1	L.S.	\$77,680.00	\$77,680.00
TOTAL OF SCHEDULE B:					\$482,313.00

TOTAL OF SCHEDULES A & B:					\$1,341,027.00
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TOTAL OF ALL UNIT **ONE MILLION THREE HUNDRED FORTY-ONE THOUSAND TWENTY-SEVEN DOLLARS AND 00/100 (\$1,341,027.00)**

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

ARTICLE 6 - PAYMENT PROCEDURES

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

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

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

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



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, DECEMBER 1, 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, December 1, 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, wearing of masks, and number of people allowed to gather in one place. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over www.facebook.com/southogden.

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 Mike Howard

- 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 November 17, 2020 Council Minutes
- B. Set Date for Public Hearing (December 15, 2020 at 6 pm or as soon as the agenda permits) To Receive and Consider Comments on Proposed Amendments to the FY2021 Budget

VI. DISCUSSION / ACTION ITEMS

- A. Consideration of Previously Tabled Item on Strategic Goal 2.2 Having To Do With Updates to Employee Compensation and Benefits
- B. Consideration of **Resolution 20-36** – Acknowledging the Existence of Deeds to Glasmann Park and Authorizing Their Issuance As Required
- C. Consideration of **Resolution 20-37** – Amending a Lease Agreement With T-Mobile for the Installation of a Fiber and Utility Easement
- D. Consideration of **Resolution 20-38** – Approving an Agreement with Compass Minerals
- E. Consideration of **Ordinance 20-24** – Rezoning 236, 225, and 229 40th Street, 4011 Hillcrest Circle, and Approximately 202 and 206 Country Club Drive from R-1-6 to 40th Street General and O-1

VII. DISCUSSION ITEMS

Overview/Discussion of Upcoming FY2021 Budget Amendments

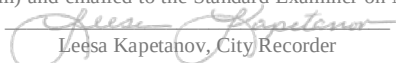
VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. ADJOURN

Posted to the State of Utah Website November 25, 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 November 25, 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.



MINUTES OF THE SOUTH OGDEN CITY COUNCIL WORK SESSION AND CITY COUNCIL MEETING

TUESDAY, NOVEMBER 17, 2020

WORK SESSION – 5 PM IN COUNCIL ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

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 Microsoft Teams meeting app.

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Deputy Fire Chief Clinton Minor, Police Chief Darin Parke, Special Events Coordinator Jamie Healy, and Recorder Leesa Kapetanov

Note: City Attorney Ken Bradshaw, Police Chief Darin Parke, and Parks and Public Works Director Jon Andersen joined the meeting via Microsoft Teams.

CITIZENS PRESENT

Tim Ambrey, Julie Posey, Dorteia Brundage, Sarah Belnap, Ryan Belnap

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/CC201117_1720.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- Due to technical difficulties, Mayor Porter did not call the meeting to order until 5:20 pm when he called for a motion to begin.

00:00:00

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

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II. REVIEW OF AGENDA

- This item did not take place

III. DISCUSSION ITEMS

- A. Presentation on Utopia by Roger Timmerman, Utopia Representative
- Mr. Timmerman used a visual presentation. See Attachment A.
00:00:11
 - Mayor Porter asked the council if any of them would be opposed to allowing Utopia to conduct a survey and following discussion
00:39:54

IV. ADJOURN

At 6:05 pm, Mayor Porter called for a motion to adjourn the work session and open city council meeting.

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

00:45:32

COUNCIL MEETING MINUTES

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 Microsoft Teams meeting app.

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Deputy Fire Chief Clinton Minor, Fire Chief Cameron West, Police Chief Darin Parke, Special Events Coordinator Jamie Healy, and Recorder Leesa Kapetanov Note: City Attorney Ken Bradshaw, Police Chief Darin Parke, and Parks and Public Works Director Jon Andersen joined the meeting via Microsoft Teams.

CITIZENS PRESENT

Tim Ambrey, Julie Posey, Dorteia Brundage, Sarah Belnap, Ryan Belnap

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/CC201117_1806R.mp3

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

I. OPENING CEREMONY

A. Call To Order

- Motion from work session:

At 6:05 pm, Council Member Strate moved to close the work session and open city council meeting. The motion was seconded by Council Member Howard. 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 Brent Strate led the Pledge of Allegiance.

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II. PUBLIC COMMENTS

- | | | |
|-------------------------|----------|--|
| <u>Dorthea Brundage</u> | 00:01:35 | Spoke concerning residential facilities for disabled persons |
| <u>Tim Ambrey</u> | 00:05:08 | Asked when the mayor would address residential facilities for disabled persons |

III. RESPONSE TO PUBLIC COMMENT 00:05:38

IV. RECOGNITION OF SCOUTS/STUDENTS PRESENT

No scouts or students were present.

V. CONSENT AGENDA

- A. Approval of October 20, 2020 Council Minutes
 - B. Proclamation Declaring South Ogden City Fire and Police Departments as Substantially Dedicated to the COVID-19 Public Health Emergency
 - C. Setting Date for public hearing for budget
 - Mayor Porter read the items on the consent agenda as well as portions of the declaration. He then called for a motion to approve.
00:21:11
- Council Member Strate moved to approve the consent agenda, followed by a second from Council Member Howard. The voice vote was unanimous in favor of the motion.**
- The mayor asked if there had been any online comments; there were none.
00:23:48

VI. DISCUSSION

- A. Keeping Trails Open During Winter
 - Overview by mayor 00:24:00
 - Discussion 00:24:48

- It was determined the council would make winter trail maintenance a high priority discussion for next year's budget

B. Discussion on Proposed Amendments to SOC 10-5.1A and B to:

1. Increase Parking Requirements for Multi-Family Residential

- Overview/discussion

00:44:52

2. Clarify Definition of a "Story" and Add Definition of "Basement"

- Overview/discussion

00:51:51

- The council determined they would like to discuss this item more when Planner Vlasic could be in attendance

3. Clarify Open Space Requirements for Developments Over 5 Acres

- Overview/discussion

01:12:24

- The council requested the words "for the city" be added after the word "best"
- They also requested this item be discussed again with Mr. Vlasic

4. Amend Row Building Maximum Unit Restriction

- Overview/discussion

01:37:04

5. Clarify Drainage Requirements for Roofs

- Overview/discussion

01:39:37

C. Discussion on Strategic Goal 2.2 Having To Do With Updates to Employee Compensation and Benefits

- Overview/discussion

01:40:46

- The council asked that this item be put on the December 1 agenda for action

III. DEPARTMENT REPORTS

Fire Chief Cameron West- Report on 2020 Wind Storm

02:10:30

- Chief West used a visual presentation. See Attachment B.

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189 **IX. REPORTS/DIRECTION TO CITY MANAGER**

190

A. City Council Members

191

- Council Member Howard - Nothing to report

192

- Council Member Smyth - 02:38:37

193

Note: Council Member Smyth left the meeting soon after her report.

194

- Council Member Orr - 02:40:19

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- Council Member Strate - 02:47:40

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- Council Member Orr - 02:49:33

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B. City Manager 02:52:39

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C. Mayor Porter 03:09:21

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203 **X. ADJOURN**

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At 9:17 pm, Mayor Porter called for a motion to adjourn.

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03:11:22

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

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Council Members Orr, Strate, Stewart, and Howard all voted aye.

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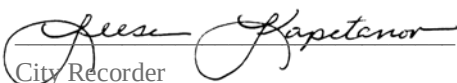
I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council

224

Work Session and Council Meeting held Tuesday, November 17, 2020.

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City Recorder

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Date Approved by the City Council

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ATTACHMENT A
Visual Presentation on Utopia



WHAT IS UTOPIA FIBER?

UTOPIA is a Utah Interlocal Entity and political subdivision of the State of Utah

Founding Members

Brigham City	Centerville
Layton	Lindon
Midvale	Murray
Orem	Payson
Perry	Tremonton
West Valley City	

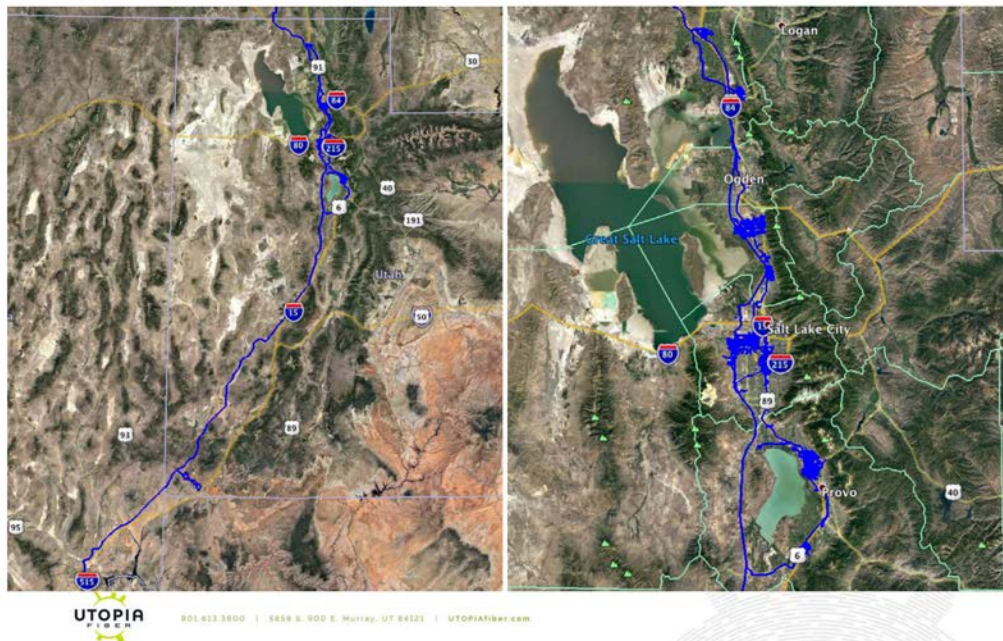
New Partner Cities

Woodland Hills	Idaho Falls
Morgan City	West Point
Clearfield	*****
*****	*****



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WHAT IS UTOPIA FIBER?



WHAT IS UTOPIA/UIA FIBER?



UTOPIA - Phase 1

- Core Backbone Built
- Revenues lagged
- Higher expenses
- Few service providers

UIA - Phase 2

- Revenues exceeding debt service
- Sustainable buildouts
- Lower material and electronics costs
- Strong service provider competition



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MUNICIPAL OPEN-ACCESS FIBER

Open-Access Roads



Municipalities provide street infrastructure that can be shared by competing private shipping companies.



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MUNICIPAL OPEN-ACCESS FIBER

Open-Access Transportation Infrastructure



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MUNICIPAL OPEN-ACCESS FIBER

Open-access Municipal Fiber Infrastructure



UTOPIA FIBER SERVICE OPTIONS



\$30/mo

+

PROVIDER	UTOPIA FIBER	UTOPIA FIBER	UTOPIA FIBER	UTOPIA FIBER
Advanced Stream	100 Mbps \$37.00	1 Gbps \$65.00	10 Gbps \$100.00	Advanced Stream Phone \$24.95
Beehive	100 Mbps \$34.95	1 Gbps \$49.95		Beehive Phone - Self Installation \$19.95 Beehive Phone - Technician Installation \$39.95
Brigham.net	100 Mbps \$35.00	1 Gbps \$64.95	10 Gbps \$100.00	Brigham.net Phone: Voice line includes 400 minutes from Long Distance, Caller ID, Call Waiting, Call Forwarding, Voicemail, Fax/Mail and 24-hour service. \$24.95
CentraCom	100 Mbps \$34.95	1 Gbps \$49.95		CentraCom Phone \$15.00
FiberNet	100 Mbps \$34.95	1 Gbps \$49.95		
InfoWest	100 Mbps \$35.00	1 Gbps \$48.00		InfoWest Phone \$15.00
Intellipop	100 Mbps \$34.95			
Rise Broadband	100 Mbps \$35.00	1 Gbps \$49.00		Monthly Phone \$20.00
Senawave	100 Mbps \$37.00	1 Gbps \$60.00		Standard Calling \$17.99 Premium VLab \$27.98
Sumo	Premium 100 Mbps \$35.00 Basic 100 Mbps \$30.00	Premium 1 Gbps \$40.00 Basic 1 Gbps \$40.00	Premium 10 Gbps \$200.00 Basic 10 Gbps \$170.00	Unlimited Plan (Unlimited) \$10.00
Veracity	100 Mbps \$34.99	1 Gbps \$64.99	10 Gbps \$100.00	Veracity Phone \$9.99
Vernami	100 Mbps \$34.95	1 Gbps \$48.95		Vernami Phone (Unlimited 48 States) \$9.95
Xmission	100 Mbps \$37.00	1 Gbps \$60.00	10 Gbps \$200.00	Xmission Phone \$15.00



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NOT JUST ABOUT STREAMING VIDEO

CRITICAL INFRASTRUCTURE NEEDS

- Remote Education
- Remote Work
- Tele-Health
- Smart City Applications
- Utility Metering
- Smart Grid
- Smart Transportation
- Future Technologies
- Business Connectivity
- Educational Institution Needs
- Hospitals



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WHY OPEN ACCESS FIBER?

Top Political Issues in Utah – Benefit from municipal open access fiber

-  Air Quality and Environment
-  Transportation and Traffic
-  Education
-  Government Spending
-  Jobs and Economy
-  Healthcare



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WHY OPEN ACCESS FIBER?

Enables Smart City Applications

- Video Surveillance
- Automated Metering Interface (AMI)
- SCADA
- Smart Irrigation
- Traffic Control
- Air Quality Monitoring
- Park Wi-Fi / Downtown Wi-Fi
- Irrigation Control
- City Meetings
- Disaster Recovery
- Smart Parking
- Smart Facilities
- Wildfire Detection/Mitigation



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SMART CITY APPLICATIONS

Video Surveillance



- Axis Q6128-E
 - 4k resolution
 - 0.03lux night vision
 - 150Mbps+ per camera
 - <\$3k



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SMART CITY APPLICATIONS

Smart Irrigation



Rainbird Cirrus



Rachio 8ZULW-C



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SMART CITY APPLICATIONS

Wi-Fi Solutions

UAP-AC-HD - Ubiquiti Networks

- MU-MIMO Beamforming
- 1.7Gbps Aggregate per AP

Applications

- Park Wi-Fi
- Downtown Wi-Fi
- Public Safety Wi-Fi
- Broadband Lifeline



Wi-Fi 6 Solutions Being Released

- MU-MIMO Beamforming
- OFDMA
- 9.6 Gbps Aggregate per AP



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SMART CITY APPLICATIONS

Smart Lighting

- Cities carry large electric bill for street lighting
- Smart lights can be timed precisely to sunrise/sunset
- Smart lights can coordinate with each other for general lighting/weather conditions
- Dimming lights can save electricity over on/off lights during twilight hours

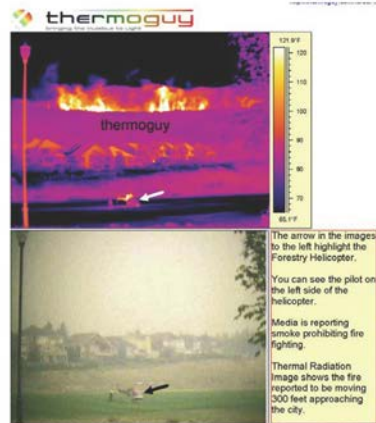
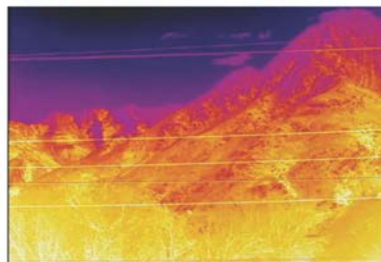
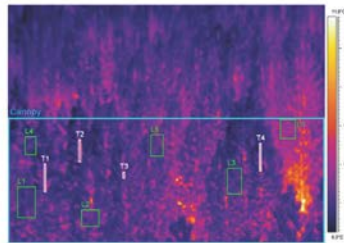


LoRaWAN option



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EARLY WILDFIRE DETECTION SYSTEM



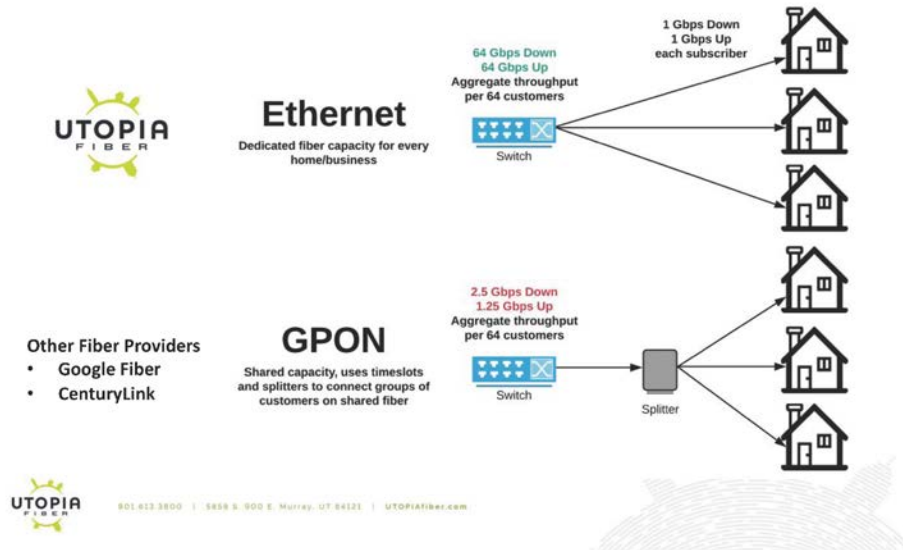
https://www.researchgate.net/publication/267287486_Canopy_temperature_of_a_ponderosa_pine_forest_The_relationship_with_environmental_drivers_and_forest_metabolism
<https://thermoguy.com/forest-fires/>



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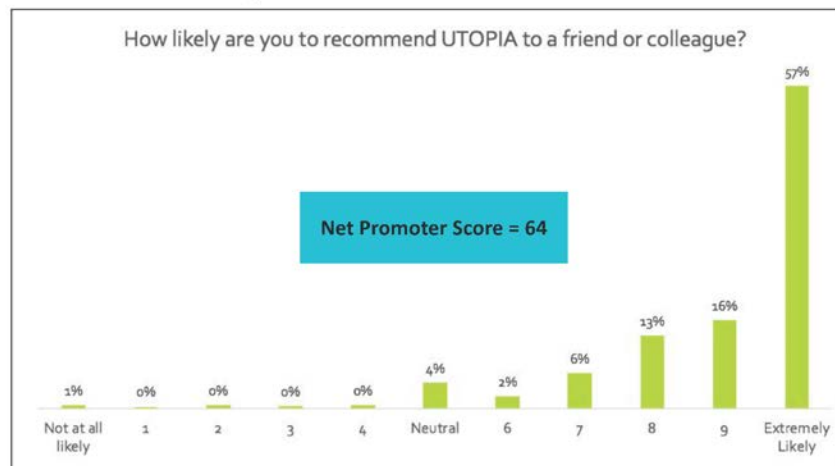
SUPERIOR, FUTURE-PROOF ETHERNET ARCHITECTURE

- Supports dedicated capacity per customer
- 10 Gbps now available across UTOPIA Fiber, 100 Gbps for businesses



NET PROMOTER SCORE

Highest customer satisfaction



Third-party survey conducted August 2018 by Boncom

GOOGLE RATINGS

UTOPIA Fiber is the #1 rated broadband provider in region

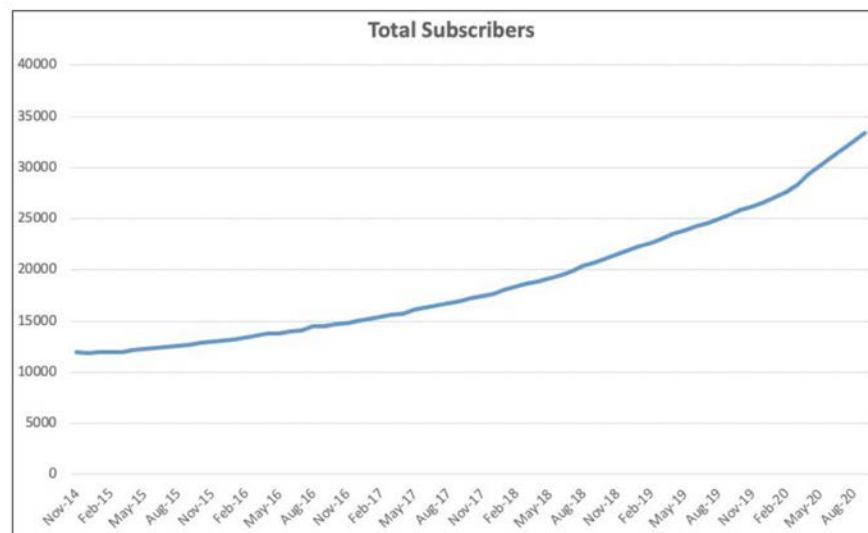
All West	2.3	★ ★ ★ ★ ★	(58)
Beehive Broadband*	4.1	★ ★ ★ ★ ★	(125)
Centurylink	1.4	★ ★ ★ ★ ★	(220)
Comcast/Xfinity	3.2	★ ★ ★ ★ ★	(608)
Centracom	2.5	★ ★ ★ ★ ★	(13)
Carbon/Emery Telecom	2.2	★ ★ ★ ★ ★	(47)
Google Fiber	3.7	★ ★ ★ ★ ★	(122)
Strata Networks	4.1	★ ★ ★ ★ ★	(245)
 Sumo Fiber*	4.4	★ ★ ★ ★ ★	(176)
 UTOPIA Fiber	4.5	★ ★ ★ ★ ★	(1,131)
 Xmission*	4.4	★ ★ ★ ★ ★	(79)

*UTOPIA Fiber partner provider



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Increasing Demand



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Partnership with Utah Infrastructure Agency (UIA)

UTOPIA/UIA

- Finances the project (bonds for the project, and pays off the bond with no city debt)
- Receives portion of subscriber fees to cover operational expenses
 - Electronics replacement
 - Fiber maintenance
 - Utility locating
 - Repairs
 - Backbone interconnectivity
 - Network Operations Center monitoring
 - Service provider interconnectivity
 - Billing
 - Marketing

Municipality (individual or collectively)

- Services agreement based on **~40% take-rate**

Risk Avoidance

- Other similar projects already successful
- City revenues, business revenues offset risk
- Increasing demand, technology advancements, 5G revenue
- Decreasing risk over time with new development, inflation, technology trends



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Is it worth the risk?

Entire project is paid for by the voluntary subscription fees of those who choose to sign up for a better and lower cost service than what they have now. Project is financed, designed, built, operated, and maintained by UIA.

Municipality Benefits vs Risk

- Significant \$ benefit to residents and businesses in city
 - Reduced costs of services (\$27/mo average savings*)
 - Increased property values (3.1% average*)
 - Protection of net neutrality
 - Eliminate digital divide
 - Quality of life improvement
- No other municipal project brings a more dramatic and immediate change in economics and quality of life improvement than fiber
- UTOPIA/UIA partnership brings all of the benefits of fiber provider competition, top-rated services, reliability, fastest Internet speeds with **no cost, taxes, or subsidies.**

*<https://medium.com/@fiberbroadband/when-gigabit-internet-comes-to-town-it-could-mean-savings-for-consumers-4fec0d69223>



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Why Partner with UIA/UTOPIA?

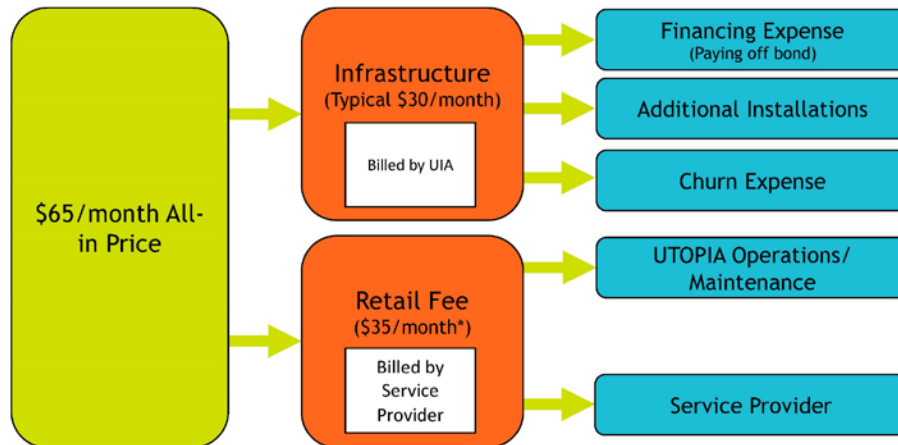
- Established partner with proven successful model
- City avoids startup costs, risks, pitfalls
- City avoids legal challenges, referendum risk
- Economy of scale benefit
- 25+ service providers in place
- Simple structure based on proven UIA model
- Lower costs from UTOPIA volume materials and labor purchasing
- Proven track record (\$200M+ successful projects)
- Leverage existing resources of UTOPIA Fiber



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REVENUE DISTRIBUTION OF SUBSCRIBER FEES

Example - Minimum 250/250 Mbps Internet Package, no commitment

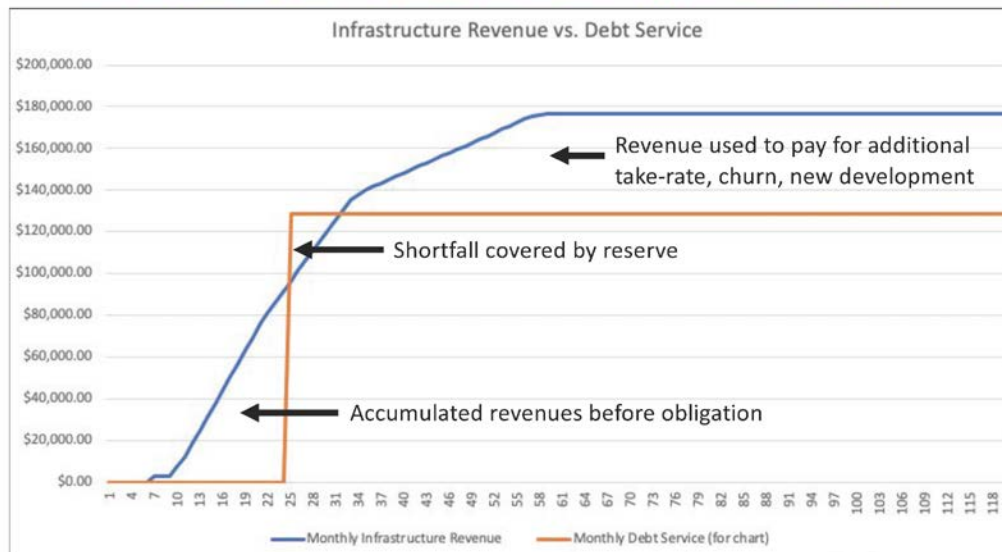


*varies by a few dollars depending on choice of provider, more for higher tiers, business



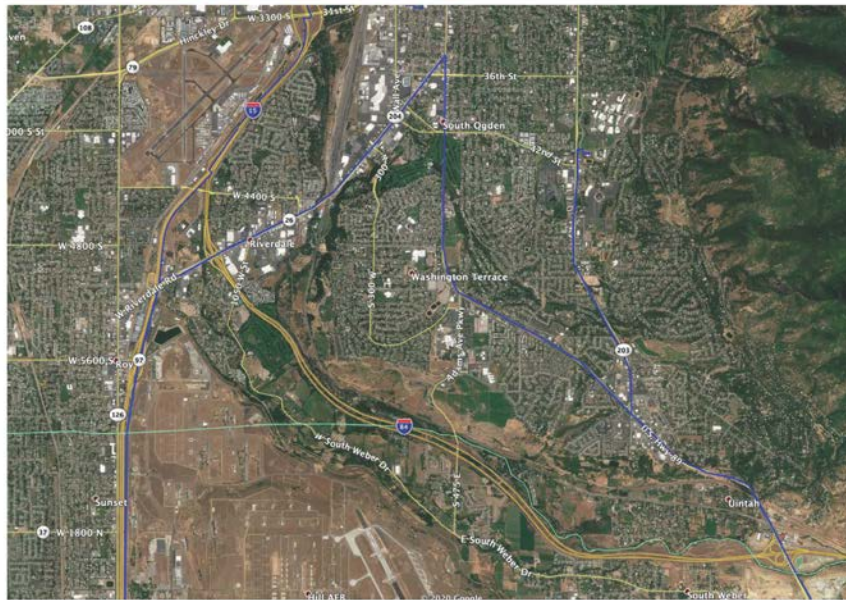
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FINANCIAL MODEL – CONSERVATIVE AT 40% AFTER 5 YEARS



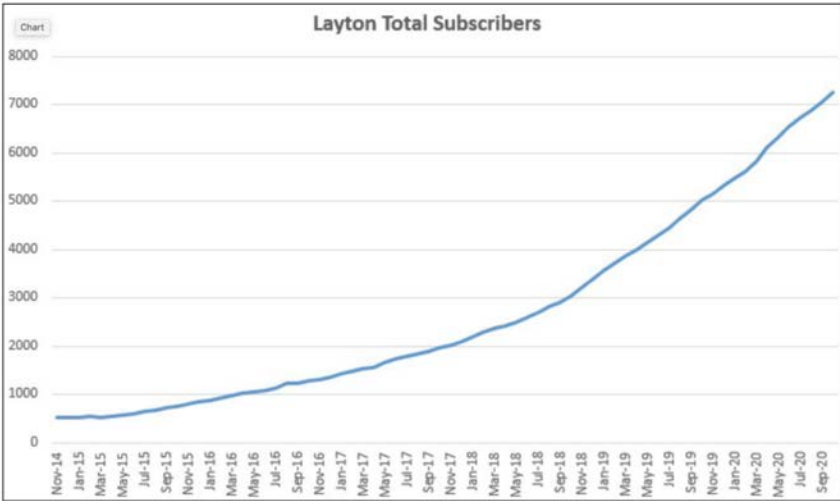
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SOUTH OGDEN CONSIDERATIONS



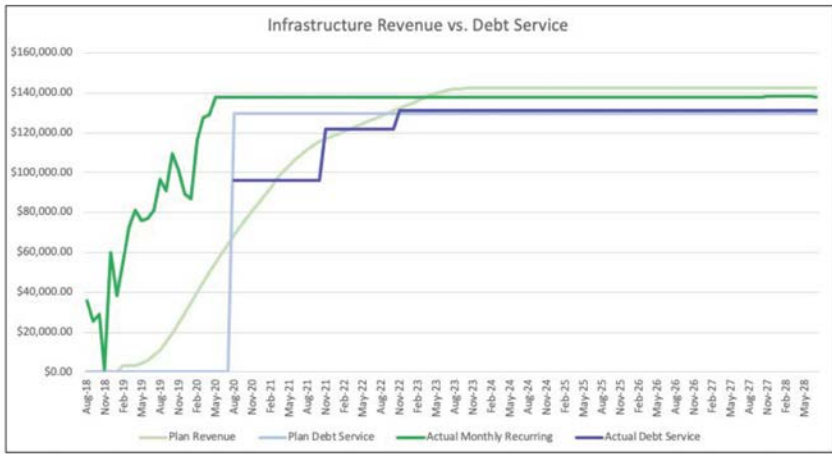
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SOUTH OGDEN CONSIDERATIONS – LAYTON COMPARISON



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SOUTH OGDEN CONSIDERATIONS – LAYTON COMPARISON



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SOUTH OGDEN CONSIDERATIONS

- Existing UTOPIA Fiber backbone in city
 - Faster buildout, faster revenue coverage, lower costs
- Business growth offsets risk
- Nearest City, Layton, trending towards 45% take-rate, continues to increase
- Obligation tied to financing, not to actual take-rate
- **OVERALL – VERY LOW RISK PROJECT**



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PROJECT STEPS



1. Community Survey
2. UTOPIA Fiber Proposal
3. RFP (optional)
4. Contract Award/Approval
5. UIA Financing of Project
6. Project Build
7. Marketing/Sales



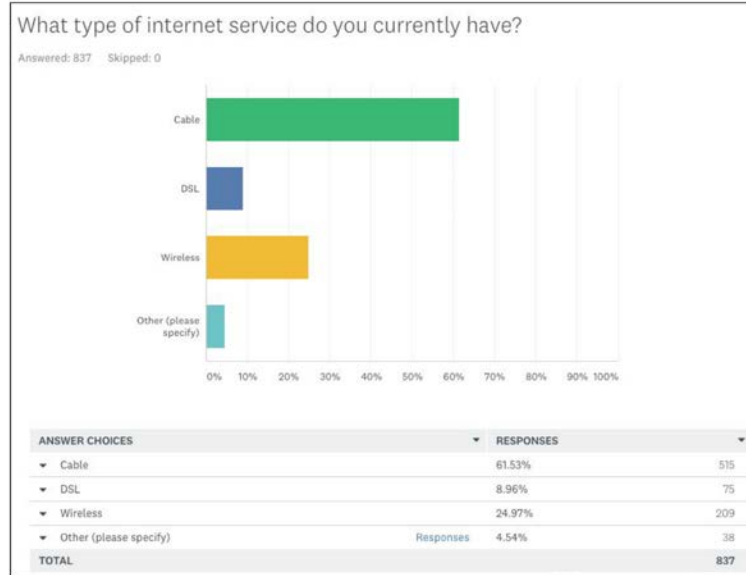
2.5 years for
project
completion



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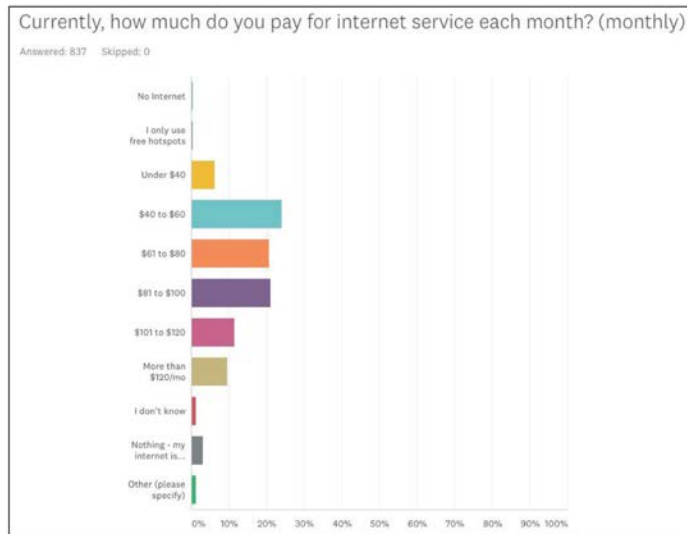


SIMILAR CITY– SURVEY RESULTS



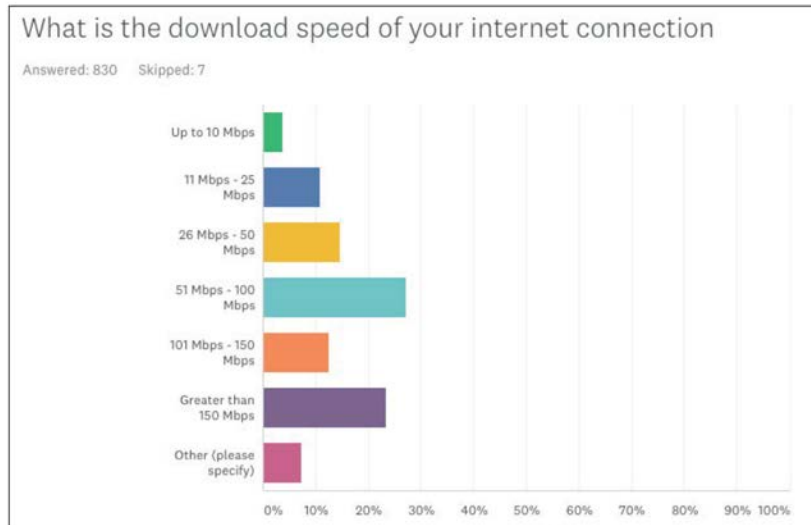
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SIMILAR CITY – SURVEY RESULTS



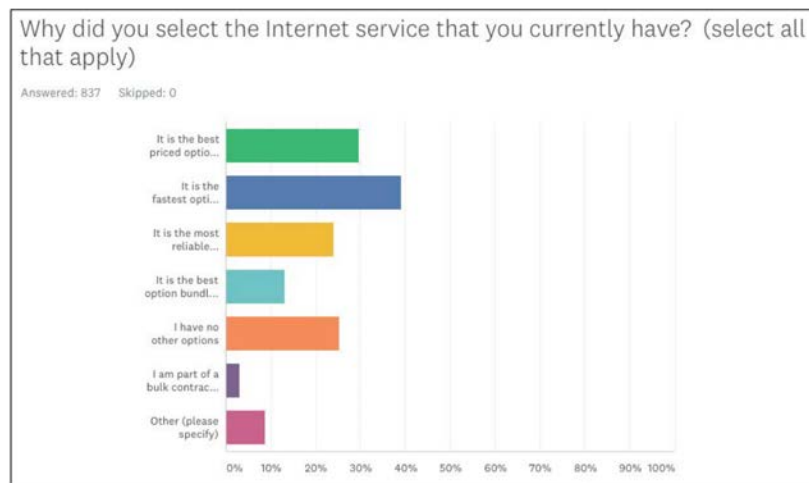
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SIMILAR CITY- SURVEY RESULTS



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SIMILAR CITY – SURVEY RESULTS



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SIMILAR CITY – SURVEY RESULTS

How likely is it that you would recommend your current Internet service to a friend or colleague?

Answered: 837 Skipped: 0



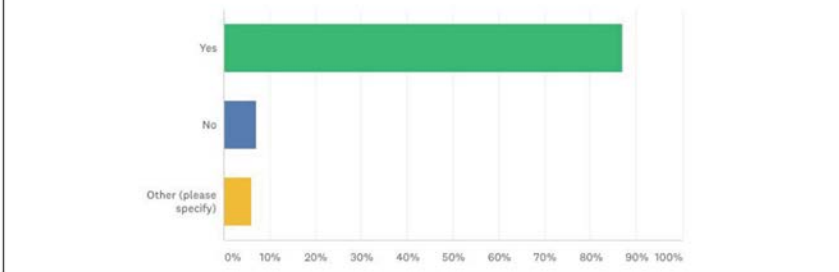
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SIMILAR CITY – SURVEY RESULTS

Are you supportive of the city actively pursuing additional broadband options for our community?

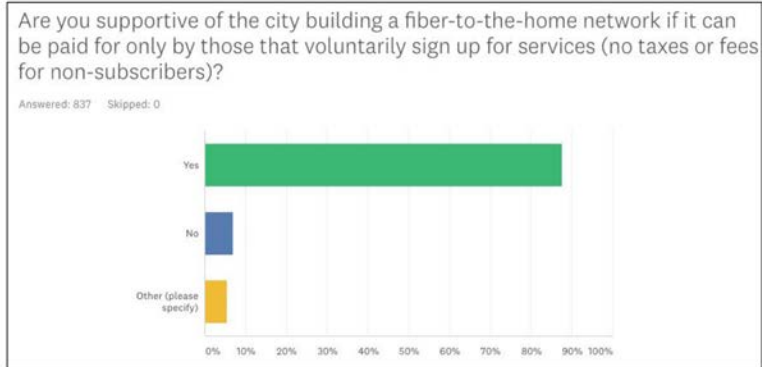
Answered: 837 Skipped: 0



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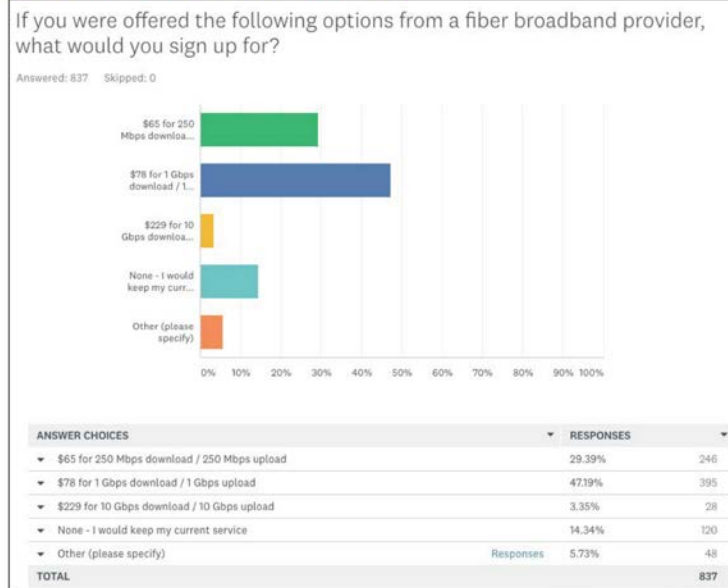
SIMILAR CITY – SURVEY RESULTS



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SIMILAR CITY – SURVEY RESULTS

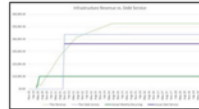
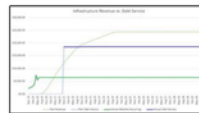
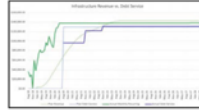


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MAJOR UIA PROJECTS

- General UIA Projects (~\$170M)
 - Revenues are exceeding debt service for all projects
 - Approximately \$1.4M/mo revenues covering approx. \$1.1M/mo monthly debt service for all UIA projects
 - West Valley City, Orem, Murray, Midvale
- Layton City 2nd Half (\$23M)
 - Contract Approved - July 2018
 - Buildout Completed Marcy 2020
 - **Break-even 6 months early**
- Woodland Hills
 - Contract Approved - October 2018
 - Construction Completed March 2019
 - Current Take-rate (of actual homes) - **70%**
- Morgan City (\$2.5M)
 - Contract Approved – January 2019
 - Construction Completed March 2019
 - **Break-even 1 year early**
- Payson City 2nd Half (\$3.5M)
 - Currently under construction
 - Trending very well
- West Point (\$7.2M)
 - Currently under construction



801.813.3800 | 5855 S. 900 E. Murray, UT 84121 | UTOPIAfiber.com

Partnership with Utah Infrastructure Agency (UIA) - Typical

UTOPIA/UIA

- Finances the project (bonds for the project, and pays off the bond with no city debt)
- Receives portion of subscriber fees to cover operational expenses
 - Electronics replacement
 - Fiber maintenance
 - Utility locating
 - Repairs
 - Backbone interconnectivity
 - Network Operations Center monitoring
 - Service provider interconnectivity
 - Billing
 - Marketing

Municipality (individual or collectively)

- Services agreement based on ~40% take-rate

Risk Avoidance

- Other similar projects already successful
- City revenues, business revenues offset risk
- Increasing demand, technology advancements, 5G revenue
- Decreasing risk over time with new development, inflation, technology trends



801.813.3800 | 5855 S. 900 E. Murray, UT 84121 | UTOPIAfiber.com

UTOPIA Fiber Feasibility Study/Design



UTOPIA Fiber Proposal Terms – South Ogden

Typical model

40% - Residential take-rate to cover city guarantee

South Ogden Feasibility Study/Design Result

6,276 Locations

\$12,750,000 – Incremental Project Cost

\$66,300 – Monthly guarantee

2210 – Subscriptions needed (\$30/mo each)

35.2% - Residential take-rate to cover city guarantee

Other Terms

- Term – 25 year revenue pledge (beginning after 2 years CAPI)
- Initial revenues buffer against risk
- Business revenues buffer at 50%
- City revenues buffer at 100%
- Any shortfall is a loan, paid back when revenues are sufficient, or at end of bond period, whichever is sooner.
- UIA obligated to pay for expansion, additional installations, annexations, upgrades, all repair and maintenance, with no guarantee from the city.



801.613.3800

www.utofiafiber.com

Questions?

Roger Timmerman, Executive Director

rtimmerman@utopiafiber.com

www.utopiafiber.com

801-613-3855



Not Applicable

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ATTACHMENT B

Visual Presentation for Chief West's Report

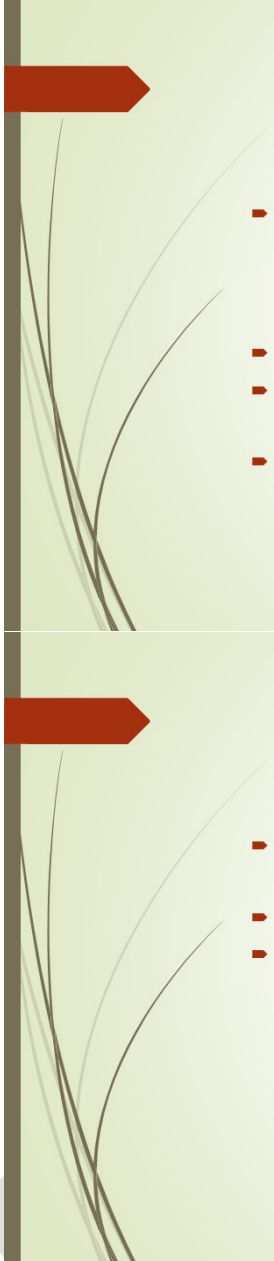


2020 Windstorm Disaster

A summary of events, lessons learned, and what we are doing moving forward

Day 1 Tuesday Sept. 8, 2020

- 05:00 First call for Fire and Public Works
- 10:00 EOC opened and Command Staff present
 - Priority list established
 - Public Works (getting streets open for emergency vehicles)
 - Fire
 - 1. Gas leaks priority
 - 2. Power Lines
- Weather was still severe with wind blowing all day
- 17:00 command staff left for the evening



Day 2 Wednesday Sept. 9, 2020

- 10:00 EOC staffed (phone call with Weber County Emergency Manager)
 - Public Works continued opening of streets
 - Fire continued with power lines and helping with debris clean-up
 - Initial discussion on dump sites for debris
- Initial Consideration of a Declaration working with Weber County
- Finalized dump site locations
 - Contacts made for debris removal
- Research into other resources needed by South Ogden City

Day 3 Thursday Sept. 10, 2020

- 10:00 EOC Meeting
 - Discussion regarding the Declaration intensified
- 11:00 all Command Staff went to help debris cleanup
- Dump sites functional



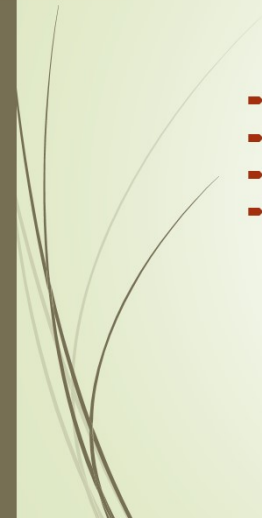
Day 4 Friday Sept. 11, 2020

- 10:00 EOC Meeting with Command Staff
 - Disaster Declaration made
- Debris cleanup
- Continuation of research on resource needs and how to acquire the
- Dump sites functional



Day 5 Saturday Sept. 12, 2020

- EOC was active but was not staffed
- Dump sites were open
 - Weber County opened a site for residents in the southeastern part of the



Day 6 Sunday Sept. 13, 2020

- No dumping in South Ogden
- Ogden City accepting debris for South Ogden Residents
- Sharpen and fix tools
- Much needed rest for Public Works and Fire



Remaining Time Monday - Thursday

- Debris cleanup
- Dump sites

Lessons Learned / Moving Forward

- Communications
 - Purchase radios for public works
 - Contacts with non-governmental agencies to help spread information to the
 - Code Red city-wide push
 - Signage
- Issues with buildings
 - Generator at city shops (weren't able to open vehicle bay doors)
 - Wiring at Station 81 (vehicle shorelines are not connected to the generator)
- Supplies for emergency workers
 - Rotation of drinking water in EOC
 - Food

Questions



STAFF REPORT



SUBJECT: Resolution 20-36 - Deeds for Glasmann Park
AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: December 1, 2020

RECOMMENDATION

Staff recommends approval of Resolution 20-36.

BACKGROUND

During the last municipal election, the question came up as to what land the city owned along Glasmann Way and where campaign signs could be placed. As I did research, I noticed that some properties along Glasmann Way that are part of Glasmann Park did not show any ownership.

Everyone assumed they belonged to the city, but why didn't the city's name appear on the county records? I called the county and they did some research on the properties for me. It seems the correct documents were never recorded and the properties technically were not owned by anyone. The county suggested we prepare deeds deeding the properties to us and get them recorded. That is what we are doing.

ANALYSIS

I asked Mr. Bradshaw what the process was for approving and signing the deeds. He felt that preparing a resolution and having the council pass it was the best way to do it.

SIGNIFICANT IMPACTS

The good news is, no one else can now claim ownership of these parcels. The bad news is, we may now have to pay secondary water fees on the properties.

ATTACHMENTS

None.

RESOLUTION NO. 20-36

**A RESOLUTION ACKNOWLEDGING THE EXISTENCE OF DEEDS TO
GLASSMAN PARK AND AUTHORIZING THEIR ISSUANCE AS
REQUIRED; 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 (“UC”) §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that there exist certain deeds (“Deeds”) to Glassman Park that have not previously been formally acknowledged or authorized and which now should be issued; and,

WHEREAS, the City Council finds that it is in the public interest that these Deeds be formally acknowledged, and their issuance be authorized, and there be a formal record made all these acts; and,

WHEREAS, the City Council finds that the City Manager is the chief administrative officer of the City and should be authorized to sign, issue, record, and take such other acts as are necessary to finalize the issuance of these Deeds on behalf of the city; and,

WHEREAS, the City Council finds it is in the best interest of the city that these acts be formally acknowledged and recorded by way on this resolution,

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 The Acknowledgment Of The Existence Of Certain Deeds Related To Glassman Park And Authorizes Their Issuance As Required To Give Effect To These Policy Decisions, As Set Out In **Attachment "A"** [the Deeds], And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To Any Deed Or Agreement, Or Make Such Other Changes And Decisions That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said Deed Or Agreements; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute And Issue These Deeds.

The foregoing recitals are fully incorporated.

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 have the effect of rendering 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 1st day of December, 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 1st day of December, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

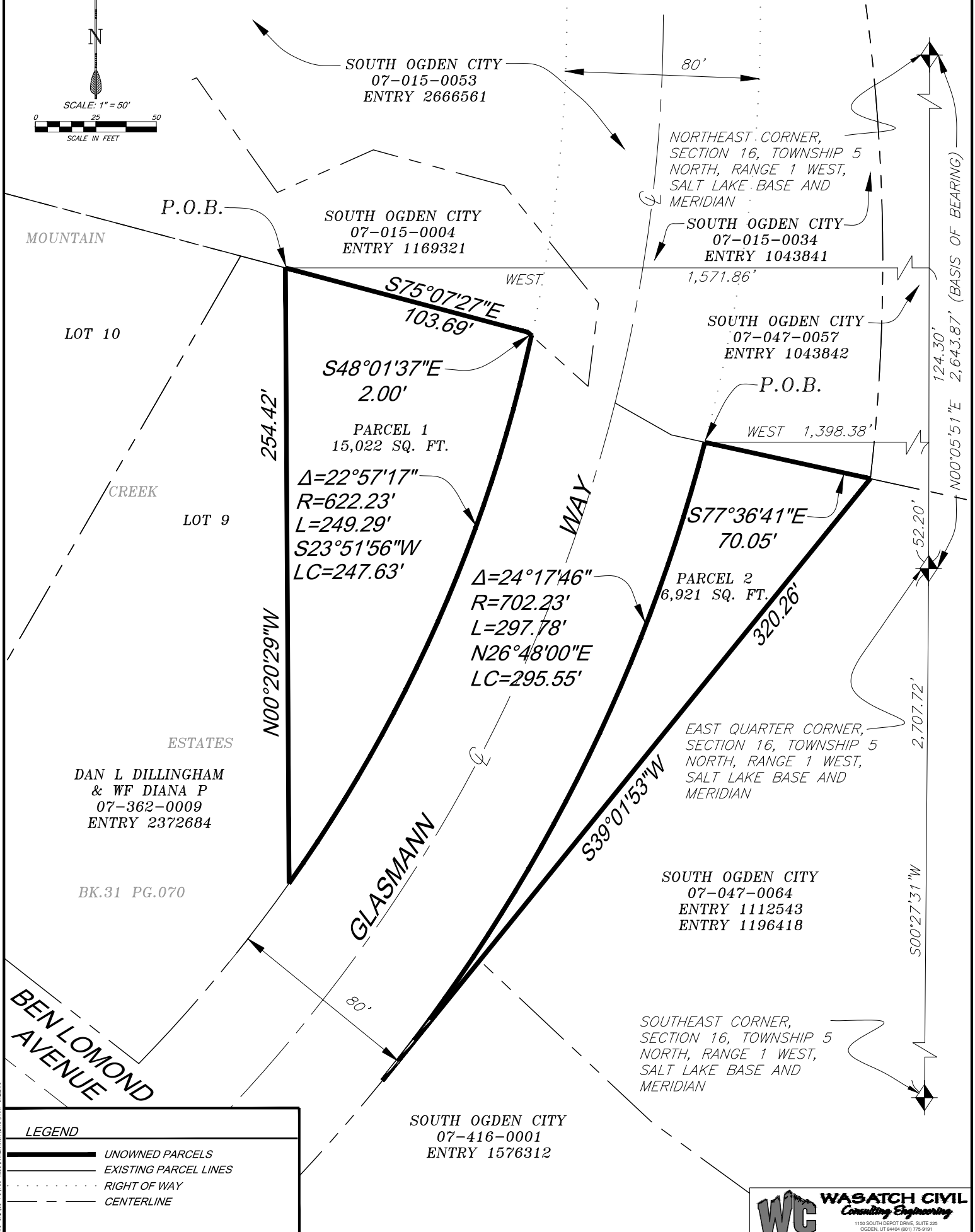
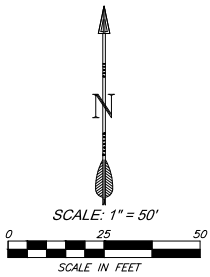
ATTACHMENT “A”

RESOLUTION NO. 20-36

A Resolution Acknowledging The Existence Of Deeds To Glassman Park And
Authorizing Their Issuance As Required; Authorizing The City Manager To Sign
Any And All Necessary Documents; And Providing For An Effective Date

01 Dec 20

EXHIBIT A



LEGEND

- UNOWNED PARCELS
- EXISTING PARCEL LINES
- RIGHT OF WAY
- CENTERLINE

South Ogden City
Attn: Matt Dixon
3950 South Adams Avenue
South Ogden, Utah 84403
Tax parcel

QUIT CLAIM DEED

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2020.

by Grantor, **South Ogden City**

whose address is 3950 South Adams Avenue
 South Ogden, Utah 84403

to Grantee, **South Ogden City**

whose address is 3950 South Adams Avenue
 South Ogden, Utah 84403

WITNESSETH, That the said grantor, for good consideration and for the sum of \$ **10.00** paid by the grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the grantee forever, all the right, title, interest and claim which the said grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of **Weber**, State of **Utah** to wit:

A PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF GLASMANN WAY, SAID POINT ALSO BEING ON THE NORTH LINE OF THE MOUNTAIN CREEK ESTATES AS RECORDED IN BOOK 31 AT PAGE 70 AS SHOWN IN THE WEBER COUNTY RECORDER'S OFFICE, SAID POINT BEING LOCATED NORTH 00°05'51" EAST 52.20 FEET AND WEST 1,398.38 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 16; RUNNING THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID MOUNTAIN CREEK ESTATES: (1) SOUTH 77°36'41" EAST 70.05 FEET TO THE NORTHEAST CORNER OF SAID MOUNTAIN CREEK ESTATES; (2) SOUTH 39°01'53" WEST 320.26 FEET TO THE SAID EAST RIGHT OF WAY LINE OF GLASMANN WAY, SAID POINT ALSO BEING A POINT OF NON-CURVATURE WITH A 702.23 FOOT RADIUS CURVE TO THE LEFT; 297.78 FEET ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 24°17'46" (CHORD BEARS NORTH 26°48'00" EAST 295.55 FEET) TO THE POINT OF BEGINNING.

CONTAINS 6,921 SQUARE FEET OR 0.159 ACRES, MORE OR LESS.

HEREIN ABOVE REFERENCED DESCRIPTION DEPICTED AS PARCEL 2 ON THE ATTACHED EXHIBIT "A".

Subject to all easements, covenants, restrictions, encumbrances, rights-of-way and reservations of record or enforceable in law or equity.

WITNESS THE HAND(S) of said grantor(s) this _____ day of _____, 2020.

SOUTH OGDEN CITY

By Russell L. Porter, Mayor

STATE OF UTAH }
 } s.s.
COUNTY OF WEBER }

On the _____ day of _____, 2020, personally appeared before me, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____
Residing at: _____

South Ogden City
Attn: Matt Dixon
3950 South Adams Avenue
South Ogden, Utah 84403
Tax parcel

QUIT CLAIM DEED

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2020.

by Grantor, **South Ogden City**

whose address is 3950 South Adams Avenue
 South Ogden, Utah 84403

to Grantee, **South Ogden City**

whose address is 3950 South Adams Avenue
 South Ogden, Utah 84403

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A PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 9 AS SHOWN IN THE MOUNTAIN CREEK ESTATES AS RECORDED IN BOOK 31 AT PAGE 070 AS SHOWN IN THE WEBER COUNTY RECORDER'S OFFICE, SAID POINT BEING LOCATED NORTH 00°05'51" EAST 124.30 FEET AND WEST 1,571.86 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 16; RUNNING THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTH BOUNDARY OF SAID MOUNTAIN CREEK ESTATES: (1) SOUTH 75°07'27" EAST 103.69 FEET; (2) SOUTH 48°01'37" EAST 2.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GLASMANN WAY AND A POINT OF NON-CURVATURE WITH A 622.23 FOOT RADIUS CURVE TO THE RIGHT; 249.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°57'17" (CHORD BEARS SOUTH 23°51'56" WEST 247.63 FEET), TO A POINT ON THE EAST LINE OF SAID LOT 9; THENCE NORTH 00°20'29" WEST 254.42 FEET ALONG THE EAST LINE OF SAID LOT 9 TO THE POINT OF BEGINNING.

CONTAINS 15,022 SQUARE FEET OR 0.345 ACRES, MORE OR LESS.

HEREIN ABOVE REFERENCED DESCRIPTION DEPICTED AS PARCEL 1 ON THE ATTACHED EXHIBIT "A".

Subject to all easements, covenants, restrictions, encumbrances, rights-of-way and reservations of record or enforceable in law or equity.

WITNESS THE HAND(S) of said grantor(s) this _____ day of _____, 2020.

SOUTH OGDEN CITY

By Russell L. Porter, Mayor

STATE OF UTAH }
 } s.s.
COUNTY OF WEBER }

On the _____ day of _____, 2020, personally appeared before me, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____
Residing at: _____

South Ogden City
Attn: Matt Dixon
3950 South Adams Avenue
South Ogden, Utah 84403
Tax parcel

QUIT CLAIM DEED

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2020.

by Grantor, **South Ogden City**

whose address is 3950 South Adams Avenue
 South Ogden, Utah 84403

to Grantee, **South Ogden City**

whose address is 3950 South Adams Avenue
 South Ogden, Utah 84403

WITNESSETH, That the said grantor, for good consideration and for the sum of \$ 10.00 paid by the grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the grantee forever, all the right, title, interest and claim which the said grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of **Weber**, State of **Utah** to wit:

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SOUTH OGDEN CITY

By Russell L. Porter, Mayor

STATE OF UTAH }
 } s.s.
COUNTY OF WEBER }

On the _____ day of _____, 2020, personally appeared before me, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

Residing at: _____

South Ogden City
Attn: Matt Dixon
3950 South Adams Avenue
South Ogden, Utah 84403
Tax parcel

QUIT CLAIM DEED

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2020.

by Grantor, **South Ogden City**

whose address is 3950 South Adams Avenue
South Ogden, Utah 84403

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South Ogden, Utah 84403

WITNESSETH, That the said grantor, for good consideration and for the sum of \$ 10.00 paid by the grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the grantee forever, all the right, title, interest and claim which the said grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of **Weber**, State of **Utah** to wit:

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WITNESS THE HAND(S) of said grantor(s) this _____ day of _____, 2020.

SOUTH OGDEN CITY

By Russell L. Porter, Mayor

STATE OF UTAH }
 } s.s.
COUNTY OF WEBER }

On the _____ day of _____, 2020, personally appeared before me, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

Residing at: _____

Resolution No. 20-37

RESOLUTION OF SOUTH OGDEN CITY AUTHORIZING AN AMENDMENT TO AN EXISTING AGREEMENT WITH T-MOBILE, 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 additional communications services needs within the city; and,

WHEREAS, the City Council finds that the city staff as reviewed and studied this matter and recommends that the city council authorize an amendment to that agreement with T-Mobile, for Lease of Property at Friendship Park for a Cell Tower Equipment Shed and additional communications services previously adopted by the city, to provide for the installation of a fiber and utility easement; and,

WHEREAS, the City Council finds that T-Mobile, has demonstrated the professional ability to provide for these services to meet the city's additional communications services needs; and,

WHEREAS, the City Council finds that City now desires to approve these ends by authorizing an amendment to the existing agreement with T-Mobile; 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 "**First Amendment to Site Lease Agreement**" For The Lease of Property at Friendship Park for The Installation of a Fiber and Utility Easement, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

That the foregoing recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 1st day of December, 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 1st day of December, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

Resolution No. 20-37

Resolution Of South Ogden City Authorizing An Amendment To An Existing Agreement With T-Mobile, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

01 Dec 20

FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT ("First Amendment") is made and entered into on _____, ~~201~~2020__ ("Effective Date"), by and between South Ogden City, a municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company, ("Tenant") (Collectively the "Parties").

Recitals

The Parties hereto recite, declare and agree as follows:

A. Landlord and Tenant entered into a SITE LEASE AGREEMENT, dated **June 6, 2019** (collectively the "Lease") for leased premises (the "Premises") located at **5500 South 650 East, South Ogden, UT 84405** (the "Property").

B. Landlord and Tenant desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Landlord Consent. Landlord hereby grants Tenant the right and consents to Tenant's expansion of the Premises and the installation of **fiber and utility easement** as described and depicted in on Exhibit "B-1", which is attached hereto and by this reference incorporated herein, which equipment shall be considered part of the "Antenna Facilities" under the Lease.

2. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.

3. Approvals. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

4. Authorization. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

Landlord:
South Ogden City, a municipal corporation

Tenant:
T-Mobile West LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

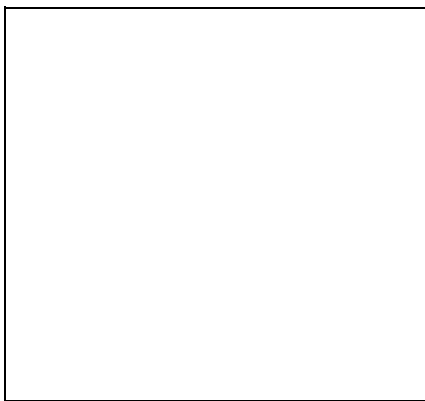
Date: _____

Landlord: South Ogden City, a municipal corporation

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____, [title] _____ of
_____ a _____ [type of entity], on behalf of said
_____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

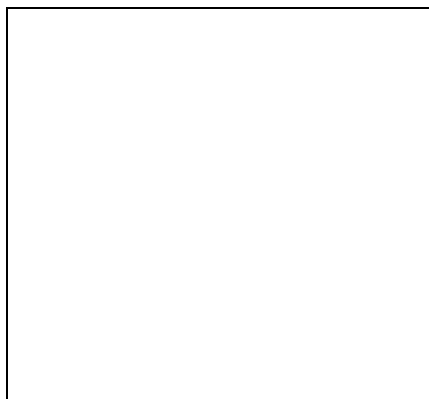
(Use this space for notary stamp/seal)

Tenant: T-Mobile West, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

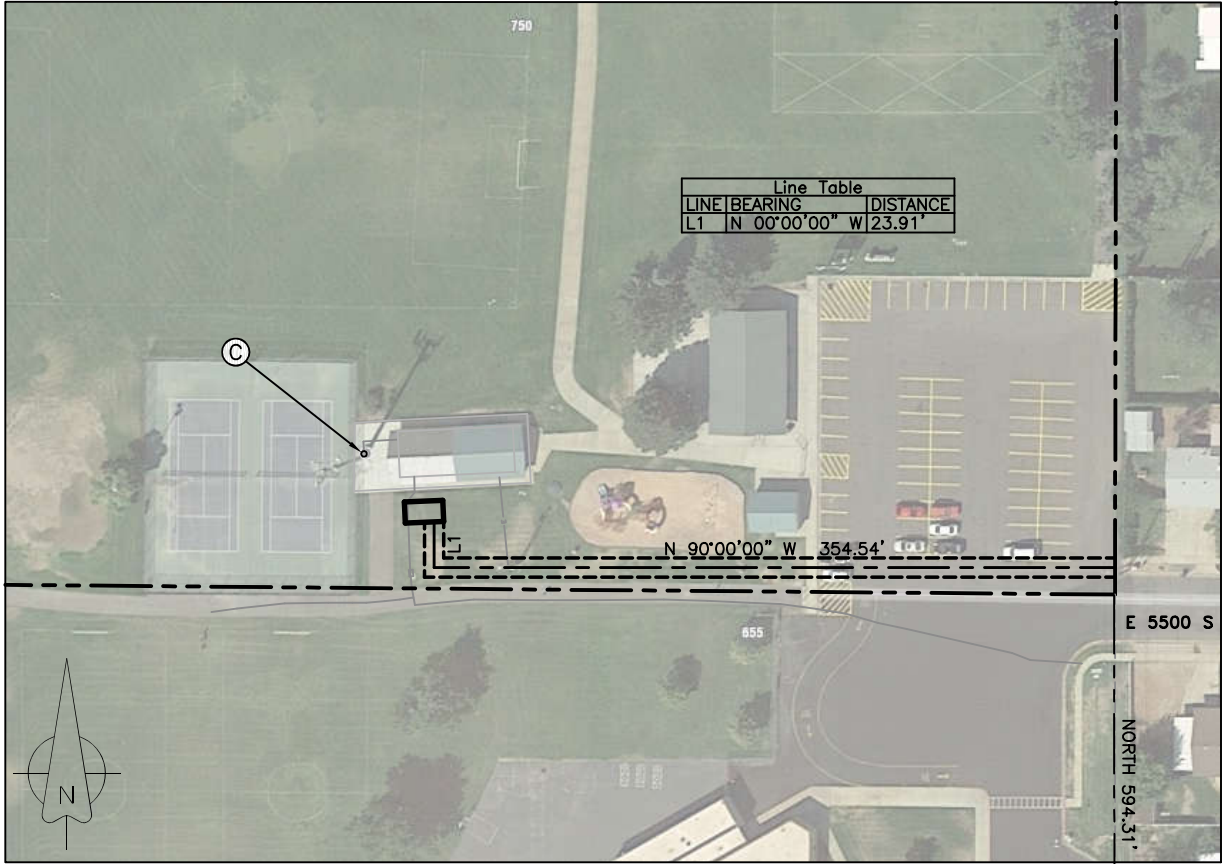
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile West, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



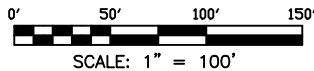
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)



(A)-----1320.15'-----S 89°10'36\"/>

PARENT PARCEL AND SURVEY CONTROL OVERVIEW



A parcel of land (20' X 11') for the purpose of a telecommunications equipment lease area, situate within the corporate limits of South Ogden City, Weber County, Utah, said lease parcel comprising a portion of the Southwest ¼ of Section 16, Township 5 North, Range 1 West, Salt Lake Base and Meridian; more particularly described by metes and bounds as follows:

Beginning at a point that is 950.10 feet S 89°10'36\"/>

The above described parcel of land contains 220 square feet in area or 0.005 of an acre more or less.

(LA1) LEASE AREA 1 LAND DESCRIPTION

A strip of land five feet (5') wide for the purpose of serving a telecommunications equipment lease area, situate within the corporate limits of South Ogden City, Weber County, Utah, said lease parcel comprising a portion of the Southwest ¼ of Section 16, Township 5 North, Range 1 West, Salt Lake Base and Meridian; the centerline of said strip is more particularly described by metes and bounds as follows:

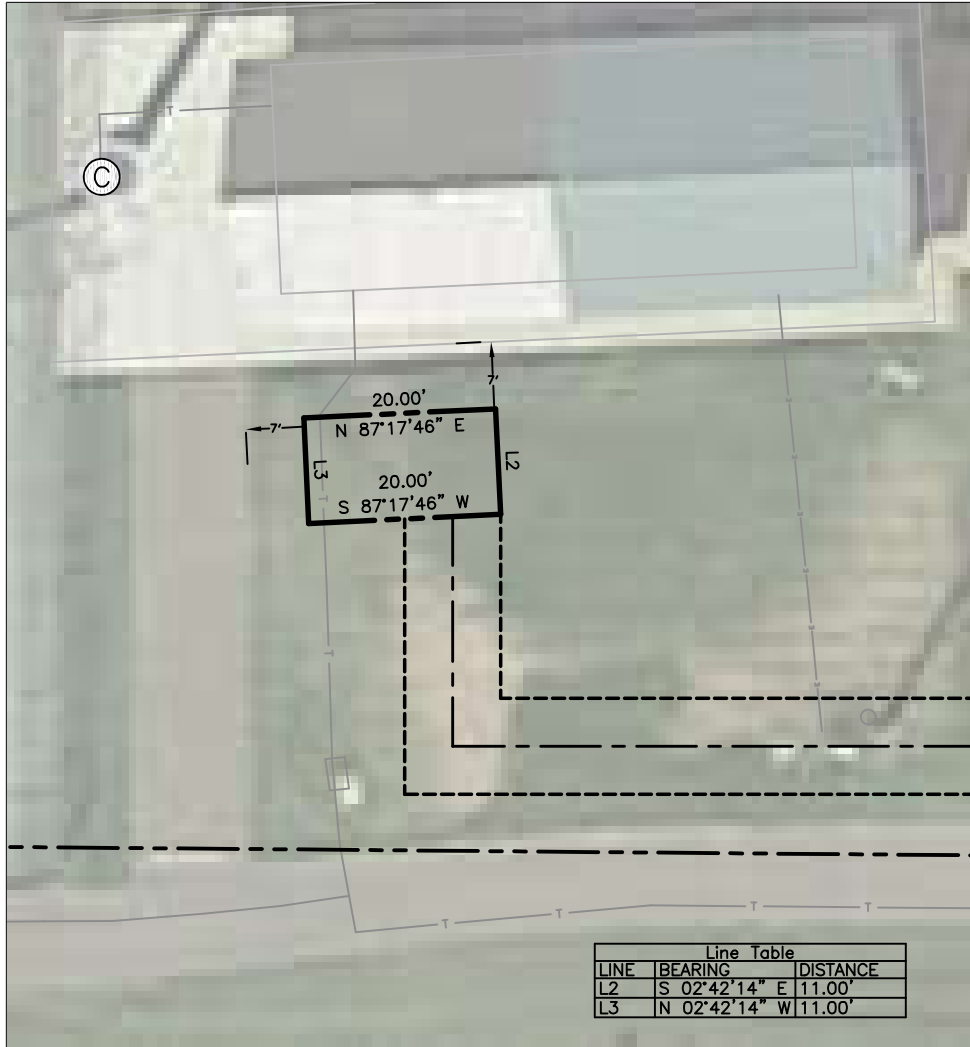
Beginning at a point that is 965.59 feet S 89°10'36\"/>

The above described strip of land contains 3,784.50 square feet in area or 0.087 of an acre more or less.

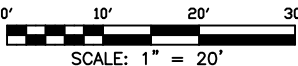
(LA1) LEASE AREA 1 LAND DESCRIPTION

KEYED NOTES

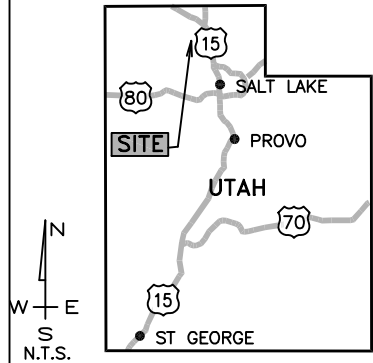
- (A) FOUND MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 16, T5N, R1W, SLB&M. [HELD FOR ORIGIN OF SURVEY]
- (B) FOUND MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 16, T5N, R1W, SLB&M. [HELD FOR ORIGIN OF SURVEY]
- (C) EXISTING TOWER



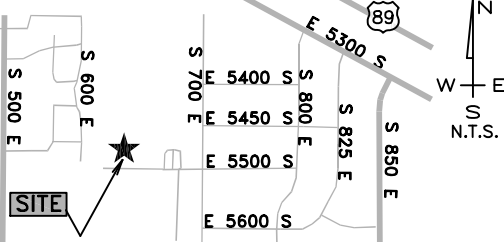
ENLARGED LEASE AREA SITE PLAN



REGIONAL MAP:



VICINITY MAP:



FEMA PUBLIC FLOOD MAP INFO:

ZONE: X PANEL: 49057C0431E DATE: 12/16/2005
FLOOD NOTE: AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

SURVEYOR'S NARRATIVE:

It is the intent of this map and the survey on which it is based to correctly represent the boundary lines of the Parent Parcel and proposed lease areas and Access/Utility easements within the parent parcel. Utility locations shown are based on observed evidence together with evidence from utility plans (if provided by utility companies in response to an Online Survey Locate Request via www.bluestakes.org). Property corners and other survey markers, monuments or evidence that were found at the time of this survey are drawn and noted accordingly hereon. There may however exist other related monuments or evidence, any other monuments or related physical evidence contradictory to this survey should be presented to the surveyor for his review and consideration.

BASIS OF BEARING AND DATUM NOTE:

- 1.) All distances are surface (ground) in US survey feet and all bearings are Grid based upon the Utah Coordinate System 1983, Utah Central Zone. (NAD83)
- 2.) Survey Performed with a Trimble receiver connected via cell phone to The Trimble Pivot VRS system of Utah (Managed by the UTAH AGRC). Geodetic Position of Control Monument is:
- (A) LATITUDE: 41°09'41.51980"N
LONGITUDE: 111°58'06.74627"W
(NOT 1A COORDINATES - SEE SEPARATE CERTIFICATION)
- HORZ. DATUM NAD83 VERT. DATUM NAVD88
[UTAH VRS] [GEOID12]



GRID POSITION (SURVEY FT)
NORTHING: 3582923.157 sft
EASTING: 1511406.054 sft

PROJECT NAME:

T-MOBILE
TMO SL08093A

PROJECT ADDRESS:

692E E 5500 S
FRIENDSHIP PARK
WEBER COUNTY
UTAH 84405

TITLE REPORT REVIEW CERTIFICATION

THIS IS TO CERTIFY THAT THE LOCATABLE EASEMENTS LISTED IN SCHEDULE B PART II OF THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED 8/14/20 BY WESTCOR LAND TITLE INSURANCE COMPANY (File No. 8775551) HAVE BEEN REVIEWED BY THE SURVEYOR. IF ANY OF THOSE EASEMENTS AFFECT THE T-MOBILE WIRELESS PROPOSED LEASE AREA(S) THEY ARE PLOTTED AND NOTED ACCORDINGLY HEREON.

DATE OF SURV.: 10/01/20

DESIGNED FOR:

T-Mobile

DESIGNED BY:

COAL CREEK
CONSULTING

SHEET TITLE:

SURVEY NOTES & REFERENCE
SURVEY CONTROL OVERVIEW
SITE PLAN OVERVIEW

TCT SITE I.D.: TMO SL08093A

SHEET INFO.: Sheet 1 of 1

PARENT PARCEL OWNER:

SOUTH OGDEN CITY

CONTACT INFORMATION:

PUBLIC RECORD PARCEL I.D.:

07-037-0001

DRIVING DIRECTIONS:

FROM THE T-MOBILE OFFICE HEAD WEST ON 121 ELECTION RD IN DRAPER, HEAD WEST ON S ELECTION RD (138 FT), TURN RIGHT TOWARD S ELECTION RD (269 FT), TURN LEFT ONTO S ELECTION RD (0.1 FT), TURN RIGHT ONTO LONE PEAK PKWY (0.6 MI), TURN RIGHT ONTO W 11400 S (0.2 MI), USE THE LEFT 2 LANES TO TAKE THE I-15N RAMP, (0.4 MI), MERGE ONTO I-15N (31.0 MI), KEEP RIGHT AT THE FORK TO CONTINUE ON US-89 N, FOLLOW SIGNS FOR I-84 E/SOUTH OGDEN (12.7 MI), SLIGHT RIGHT ONTO S 1200 E ST/HARRISON BLVD (SIGNS FOR STATE ROUTE 203) (PASS BY WENDY'S ON THE RIGHT 0.3 MI), (12.7 MI), TURN RIGHT ONTO 26TH ST (0.9 MI), TURN LEFT ONTO BUCHANAN AVE (387 FT), DESTINATION WILL BE ON THE LEFT.

SURVEYOR'S NOTE & CERTIFICATION:

This "Lease Area Survey" is based on an actual field survey performed by me or under my direction. It correctly depicts existing, readily visible improvements and above ground utilities and the Boundary of the parent parcel was verified from field and record information. This "Lease Area Survey" is not a Boundary Survey of the Parent Parcel and this Survey was developed to support the communications facility plan set named hereon.



Mona, UT (435)660-0816
PROFESSIONAL LAND SURVEYING cispls1@gmail.com
CORY IVAN SQUIRE UT P.L.S. #5561206-2203 10/07/20

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF COAL CREEK CONSULTING AND PRODUCED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT BY COAL CREEK CONSULTING.

REV.	DESCRIPTION	DATE	BY	CHK
A	90% PRELIMINARY FOR CLIENT REVIEW ONLY	10/07/20	CKS	CKS
B	FINAL REVIEW AND SURVEYOR'S CERTIFICATION			

EXHIBIT B-1

Property Legal Description:

A part of the Southwest Quarter of Section 16, Township 5 North, Range 1 West, of the Salt Lake Base and Meridian, United States Survey.

Beginning at a point 1318.6 feet South 89°30' East and 586.7 feet North 0°06'32" East from the Southwest corner of said Section 16; and running thence North 89°30' West 660 feet; thence North 0°06'32" East 733.90 feet, more or less, to State Armory's South property line extended; thence South 89°30' East 660 feet; thence South 0°06'32" West 733.90 feet, more or less to the point of beginning.

Lease Area Legal Description:

A parcel of land (20' X 11') for the purpose of a telecommunications equipment lease area, situate within the corporate limits of South Ogden City, Weber County, Utah, said lease parcel comprising a portion of the Southwest $\frac{1}{4}$ of Section 16, Township 5 North, Range 1 West, Salt Lake Base and Meridian; more particularly described by metes and bounds as follows:

Beginning at a point that is 950.10 feet S 89°10'36" E and 637.16 feet North of the Southwest Corner of Section 16, T5N, R1W, SLB&M; thence N 87°17'46" E 20.00 feet, thence S 02°42'14" E 11.00 feet, thence S 87°17'46" W 20.00 feet, thence N 02°42'14" W 11.00 feet to the point of beginning.

The above described parcel of land contains 220 square feet in area or 0.005 of an acre more or less.

Fiber and Utility Easement legal Description:

A strip of land five feet (5') wide for the purpose of serving a telecommunications equipment lease area, situate within the corporate limits of South Ogden City, Weber County, Utah, said lease parcel comprising a portion of the Southwest $\frac{1}{4}$ of Section 16, Township 5 North, Range 1 West, Salt Lake Base and Meridian; the centerline of said strip is more particularly described by metes and bounds as follows:

Beginning at a point that is 965.59 feet S 89°10'36" E and 627.10 feet North of the Southwest Corner of Section 16, T5N, R1W, SLB&M; thence South 23.91 feet, thence East 354.54 feet to the terminus of said centerline.

The above described strip of land contains 3,784.50 square feet in area or 0.087 of an acre more or less.

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "Lease") is effective the date of the last signature on this Lease (the "Effective Date") by and between South Ogden City, a municipal corporation ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at 5500 South 650 East South Ogden, Utah 84405, as further described on Exhibit A (the "Property"). The Property includes the premises which is comprised of approximately 220 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on Exhibit B (the "Premises"). Tenant reserves the right to update the description of the Premises on Exhibit B to reflect any modifications or changes.
2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "Option"). The Option shall commence on the Effective Date and shall continue for a period of six (6) months (the "Option Period"). The Option Period will be automatically extended for one (1) additional six (6) month period, unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord One Thousand and No/100 Dollars (\$1,000.00).
3. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "Governmental Approvals"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.
4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "Permitted Uses") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for Five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be an amount equal to One Hundred Ten percent (110%) of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be an amount equal to one hundred one percent (101%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the "Utility Facilities").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage. If Tenant does not install a separate meter, Tenant shall pay Landlord Three Hundred and No/100 Hundred and No/100 Dollars (\$300.00) per month for its utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "Easements"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

10. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("Default"). This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30)

days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

13. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "Pre-Existing Violations"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/SL08093A

If to Landlord, to:

South Ogden City
3950 S. Adams Ave Suite 1
South Ogden, Utah 84403

Per the W-9 Form Rent is to be paid to:

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

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "Severance Transaction"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "Work") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: South Ogden City

By: Matthew J. Dixon
Printed Name: Matthew J. Dixon
Title: City Manager
Date: 6/6/2019

TENANT: T-Mobile West LLC

By: Chad Simmons
Printed Name: Chad Simmons
Title: Market Manager
Date: 5.31.19

robert.doane@t-mobile.com
Digitally signed by
robert.doane@t-mobile.com
DN: cn=robert.doane@t-mobile.com
Date: 2019.05.24 08:29:03 -0700

T-Mobile Legal Approval As To Form

EXHIBIT A
Legal Description

Property address of 5500 South 650 East South Ogden, Utah 84405
Assessor's tax parcel number of 07-037-0001

The Property is legally described as follows:

PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1318.6 FEET SOUTH 89D30' EAST AND 586.7 FEET NORTH 0D06'32" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 16; RUNNING THENCE NORTH 89D30' WEST 660 FEET; THENCE NORTH 0D06'32" EAST 733.90 FEET, MORE OR LESS, TO STATEARMORY'S SOUTH PROPERTY LINE EXTENDED; THENCE SOUTH 89D30' EAST 660 FEET; THENCE SOUTH 0D06'32" WEST 733.90 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

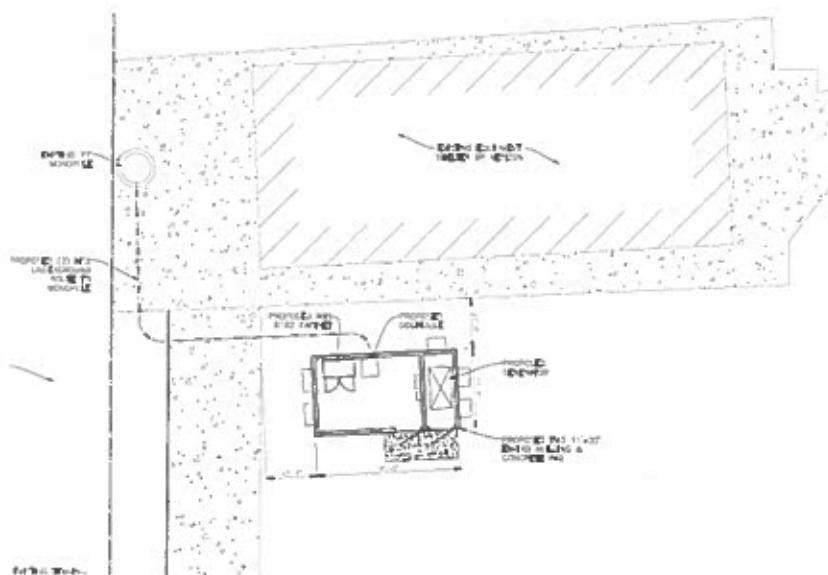
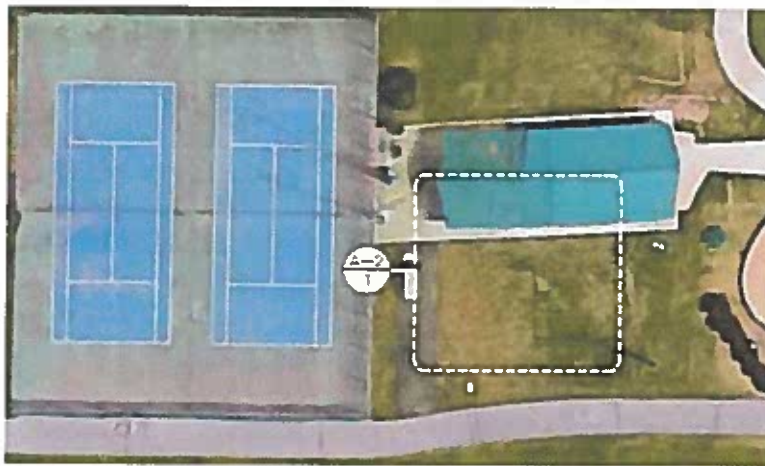


EXHIBIT C

Memorandum of Lease

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / SL08093A

APN: 07-037-0001
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between South Ogden City, a municipal corporation ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of six (6) months commencing on the effective date of the Lease, and will be extended for up to one (1) additional and successive six (6) month period unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for Five (5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for Five (5) additional and successive five(5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: South Ogden City

By: *Matthew L. Dixon*
Printed Name: Matthew L. Dixon
Title: City Manager
Date: 6/6/19

STATE OF Utah)
) ss.
COUNTY OF Weber)

This instrument was acknowledged before me on June 6, 2018 by Matthew L. Dixon [title] City Manager of South Ogden a municipality [type of entity], on behalf of said South Ogden City [name of entity].

Dated: June 6, 2019

Leesa Kapetanov
Notary Public
Print Name Leesa Kapetanov
My commission expires 1-9-2022



(Use this space for notary stamp/seal)

TENANT: T-Mobile West LLC

By: _____

Printed Name: _____

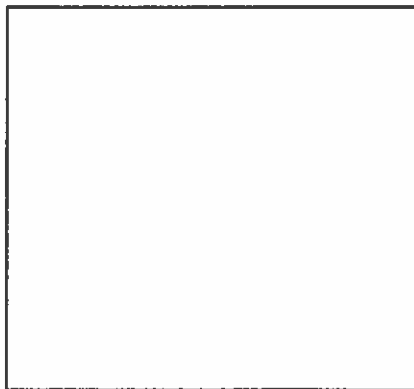
Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile West LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1318.6 FEET SOUTH 89D30' EAST AND 586.7 FEET NORTH 0D06'32" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 16; RUNNING THENCE NORTH 89D30' WEST 660 FEET; THENCE NORTH 0D06'32" EAST 733.90 FEET, MORE OR LESS, TO STATEARMORY'S SOUTH PROPERTY LINE EXTENDED; THENCE SOUTH 89D30' EAST 660 FEET; THENCE SOUTH 0D06'32" WEST 733.90 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

STAFF REPORT



SUBJECT: Resolution 20-38 - Agreement With Compass Minerals
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 12-1-2020

RECOMMENDATION

South Ogden City staff recommends the approval of the agreement with Compass Minerals for the purchase and delivery of Type C road salt

BACKGROUND

The award of this bid will allow South Ogden City Public Works to have Type C road salt delivered to the shop within 48 hours of a request. The Type C road salt is used during the winter months to de-ice the roads and make them safe for travel. This contract will allow South Ogden City to purchase up to 2000 ton of Type C road salt through October 31, 2021. Over the last few years South Ogden City has purchased on average between 1200-1500 ton of Type C road salt. This is the most cost effective way for South Ogden City to maintain a good level of road salt for use during the winter months. In the past South Ogden City has solicited their own bids using Sciquest and typically receives two to three bids. Compass Minerals has been the accepted vendor for South Ogden City for the past several years. This contract is a State of Utah contract and is very competitively priced. This contract can be extended through October 31, 2022.

ANALYSIS

The State of Utah has completed the competitive bid process, this contract allows South Ogden City to participate and receive goods according to the contract. Please see the attached State Contract information.

SIGNIFICANT IMPACTS

Money has been budgeted for this agreement in the Streets budget

ATTACHMENTS

None.

RESOLUTION NO. 20-38

**A RESOLUTION APPROVING AN AGREEMENT WITH COMPASS
MINERALS FOR ROAD SALT PURCHASE TO THE LOW BIDDER;
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 (“UC”) §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that purchase of road salt for winter is an ongoing necessity within the city; and,

WHEREAS, the City Council finds that to ensure the effective and efficient utilization of city resources and to provide for safe utilization of city roadways during winter storms, that purchase of road salt is necessary and these actions are in the best interest of the city; and,

WHEREAS, the City Council finds that the state of Utah has solicited bids for road salt and the successful low bidder, and the purchase conditions, are set out in Attachment “A”; and,

WHEREAS, the City Council finds that the City is authorized under state law to “piggyback” this final state bid award, and execution of any required agreement between the city and the successful bidder in furtherance of these ends requires an authorized signature from the city; and,

WHEREAS, the City Council finds the City Manager is the chief administrative officer of the City and should be authorized to enter into such an agreement on behalf of the city; and,

WHEREAS, the City Council finds it is in the best interest of the city and its residents to enter into such an agreement with Compass Mineral for the purchase of this needed road salt,

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 The Entry Into A Purchase Agreement For Road Salt For The City’s Road Surface Winter Maintenance Program With Compass Minerals In As Much As They Were The Successful Bidder Under The State Of Utah’s Procurement Policies, As Set Out In **Attachment "A"**, And Since The City Is Authorized To “Piggyback” On This State Contract, And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To Any Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said Agreements; And Authorizes The City

Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

The foregoing recitals are fully incorporated.

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 have the effect of rendering 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 1st day of December, 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 1st day of December, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 20-38

A Resolution Approving An Agreement With Compass Minerals For Road Salt Purchase To The Low Bidder; Authorizing The City Manager To Sign Any And All Necessary Documents; And Providing For An Effective Date

01 Dec 20

**Sold-To ("Buyer"):**

Josh Sully
South Ogden City
5590 S 600 E
Ogden, UT 84405

Date: November 23, 2020
Document: 169246
Tel: 801-622-2905
Fax: (801) 622-2902
Email: jsully@southogdencity.gov
Customer #: H12426
Preferred: Email

Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
2,000	City of South Ogden 5590 S 600 E Ogden, UT 84405 Destination #: H12427 Delivery Lead Time: 3 days	25.17 Deliver	Depot: Ogden Product: BULK QWIKSALT (85051) Mode of Transport: DUMP (END OR BOTTOM) Distance: 8.1 Miles

Seller and Buyer agree to use the terms of MA1721 for the duration of this agreement.

Buyer commits to purchasing 0% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 0% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 31 Oct 2021

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will

Terms are NET 30 days from shipment with approved credit.

* This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.

* Delivered price(s) via dump and based on full truck load quantities.

* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.

* Product is for bulk end use only and is not intended for blending or packaging without prior consent.

* Applicable taxes extra

* Compass Minerals America Inc. has no obligation to store the Product after 31 Oct 2021, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Joel Gerdes

Sales Manager 800-323-1641 x 9360

Compass Minerals America Inc.

Name: _____

Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail

Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

1. **PARTIES.** "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. **PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT.** Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. **DELAYS.** All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE.** Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.**
11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. **EXPORT CONTROLS AND REGULATION:** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: MA1721

Starting Date: 10/2/2017

Expiration Date: 10/1/2022

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Compass Minerals America Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The Attachment B Price Sheet will be amended to reflect new agreed upon pricing based on market research/increase. (See Attachment)

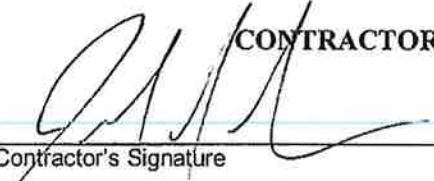
Effective Date of Amendment: 10/26/2018

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH


Contractor's Signature

4/24/19 Christopher Hughes
Christopher Hughes (Jun 18, 2019)

Jun 18, 2019

Date

Director, State of Utah Division of Purchasing

Date

Contractor's Name (Print)

Sales Manager

Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Timothy Hodges	801-538-3150	thodges@utah.gov	MA1721

Attachment B
Price sheet
Compass Minerals

Category C

Freeze resistant 92.0% NaCl Magnesium
Chloride

Region Award

Region 3 Secondary

Vendor	Cost	Delivery
Compass Minerals	\$19.75	.21 per mile
Compass Minerals	\$19.75	.21 per mile
Compass Minerals	\$19.75	.21 per mile

Region 4 Secondary

Region 5 Secondary

Category E

Kiln-dried material contains less than 0.5%
moisture when shipped

Region Award

Region 1 Secondary

Region 2 Secondary

Region 4 Secondary

Region 5 Secondary

Vendor	Cost	Delivery
Compass Minerals	\$47.00	.21 per mile
Compass Minerals	\$47.00	.21 per mile
Compass Minerals	\$47.00	.21 per mile
Compass Minerals	\$47.00	.21 per mile

Contract # MA1721**STATE OF UTAH COOPERATIVE CONTRACT**

1. **CONTRACTING PARTIES:** This contract is between the Division of Purchasing and the following Contractor:

Compass Minerals America Inc.

Name

PO Box 277043

Address

AtlantaGA30384-7043

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Matt Bevers Phone #800-323-1641 Email beyersm@compassminerals.com
Vendor #472631 Commodity Code #46160 - road salt

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: Road Salt
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on Bid#VD18001.
4. **CONTRACT PERIOD:** Effective Date: October 2, 2017 Termination Date: October 1, 2022 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. **Payment:** Prompt Payment Discount (if any): NA.
6. **Administrative Fee,** as described in the Solicitation and Attachment A: .50% (one half of one percent).
7. **ATTACHMENT A:** State of Utah Standard Terms and Conditions for ☒ Goods ☐ Services, or ☐ IT
ATTACHMENT B: Scope of work and price sheet
ATTACHMENT C: N/A
ATTACHMENT D: N/A
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #VD18001.
9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR**STATE**

Contractor's signature

Date

Director, Division of Purchasing

Date

Type or Print Name and Title

Highway Sales ManagerVinessa Dudley801-538-3525vdudley@utah.gov

Division of Purchasing Contact Person

Telephone Number

Fax Number

Email

(Revision 16 June 2016)

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GOODS
STATE OF UTAH COOPERATIVE CONTRACTS**

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for goods meaning all things (including specially manufactured goods) which are tangible and usually movable. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
 - b) "**Contract**" means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor sign.
 - d) "**Contractor**" means the individual or entity delivering the Goods identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Division**" means the State of Utah Division of Purchasing.
 - f) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - g) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - h) "**Goods**" means all types of tangible personal property (commodities), including but not limited to materials, supplies, and equipment that Contractor is required to deliver to the State Entity under this Contract. To the extent this Contract entails delivery or performance of services (including maintenance, installation, or product support), such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
 - i) "**Proposal**" means Contractor's response to the Division's Solicitation.
 - j) "**Solicitation**" means the documents used by the Division to obtain Contractor's Proposal.
 - k) "**State of Utah**" means the State of Utah, in its entirety, including its departments, institutions, agencies, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - l) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah, federal auditors, and Eligible Users, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Goods ordered prior to date of termination. In no event shall the Division or Eligible Users be liable to the Contractor for compensation for any Good neither requested nor accepted by the Eligible Users. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Division or the Eligible Users for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered, the Eligible User will reimburse Contractor for the Goods properly ordered until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SALES TAX EXEMPTION:** The Goods under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
15. **WARRANTY:** Contractor warrants, represents and conveys full ownership, and clear title, free of all liens and encumbrances to the Goods delivered to the Eligible Users under this Contract. Contractor warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Contractor made in its Proposal to the Solicitation; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified in the Proposal and the Solicitation; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects create no harm to persons or property; and (vi) the Goods are free of defects. Unless otherwise specified in the Contract, all Goods provided shall be new and unused of the latest model or design.

Remedies available to Eligible Users under this section include, but are not limited to, the following: Contractor will repair or replace Goods (at no charge to the Eligible User) within ten (10) days of any written notification informing Contractor of the

Goods not performing as required under this Contract. If the repaired and/or replaced Goods prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the Eligible User may otherwise have under this Contract.

16. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the required insurance policies to the Division within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
17. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
18. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions, and prices of this Contract.
19. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
20. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
21. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
22. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects, fraud, or Contractor's warranty obligations. Contractor's failure to provide the Goods by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping the Goods.
23. **REPORTS AND FEES:**
 1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.
 3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
 5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
24. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

25. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Goods by the Eligible User.
- If Contractor delivers nonconforming Goods, the Eligible User may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
26. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Goods to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
27. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Goods shall not be deemed an acceptance of the Goods and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.
28. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
29. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Goods, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
30. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
31. **REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Goods that do not conform to this Contract.
32. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
33. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
34. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be done in writing.
35. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah

Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.

36. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
39. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
42. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Goods.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised August 8, 2016

Attachment B Road Salt Scope of work

State of Utah cooperative Contract for deicing road salt.

Ordering

If the Primary supplier fails to have order taking capability or confirm the order within eight hours as required, fails to meet the product specification, or fails to meet the delivery schedule as required, the agent may place an order with the Secondary supplier (next lowest bidder).

Categories

All salt categories must be on the Pacific Northwest Snowfighters (PNS) qualified product listing found at <http://pnsassociation.org/>

Type C: PNS Category 8-B – Freeze Resistant: minimum 92.0% NaCl. Includes anti-caking agent as specified for type B. Additional approved chemicals are added to depress freezing point of the salt in the stockpile to 0 degrees F. Add anti-freeze chemicals uniformly prior to stockpiling. Submit freeze point depressant chemical additive and method of introduction.

Specifications:

MAGNESIUM CHLORIDE (Anti-freeze)

- A. Minimum 90.0% NaCl by weight using ASTM D1411.
- B. Yellow Prussiate of Soda (YPS) is added uniformly to the sodium chloride to produce non-caking material.
- C. Add anti-caking agent prior to stockpiling. Anti-caking agent addition produces a uniform coating throughout stockpile.
- D. Magnesium Chloride is added to depress freezing point of the salt in the stockpile to 0° F.
- E. Vendor specifies at the time of bid the percentage of magnesium chloride added by percent to achieve the specified freeze proofing.
- F. No added Calcium Chloride or other anti-freeze agent other than Magnesium Chloride
- G. Moisture Content: Maximum 4.0% by weight using AASHTO T 255.

Type E: PNS category 8A-R – Kiln-dried: minimum 92.0% NaCl yellow prussiate of soda (YPS) or other approved anti-caking chemical may be added uniformly to the sodium chloride to produce non-caking material. Type E material contains less than 0.5% moisture when shipped.

- A. Shall have a maximum insoluble residue of 10.0% (percent by dry weight). Insoluble residue in excess of 10.0% of dry salt weight will not be paid for. The amount of salt to be paid for, when the insoluble residue exceeds 10.0% shall be computed as follows:

$$\text{Pay weight} = (110.0 \times \text{dry wt. of salt}) \div (100 + \text{percent insoluble residue})$$

Gradation: Meets the following gradation using AASHTO T 27. May also meet the specifications required to be on the PNS qualified product listing.

Table 1 Salt Gradation	
Sieve Size	Percent Passing
1/2"	100
3/8"	90-100
#4	75-100
#8	40-80
#16	15-45
#50	0-10

Chemical Constituents:

- A. Do not supply products containing constituents exceeding total concentration limits listed in table 2. Test according to methodology listed below. Measure base product concentration levels prior to anti-freeze or chemical adulterant addition
- B. Chemical contaminant limit stated as parts per million (ppm) as listed in the PNS testing standards.

Table 2 Allowable Chemical Contaminants	
Chemical	Concentration (ppm)
Arsenic	5
Barium	100
Cadmium	.20
Chromium	1
Copper	1
Lead	1
Mercury	.05
Selenium	5
Zinc	10
Phosphorus	2500
Cyanide	.20

Test methods

Test methods are conducted in accordance with the standards set forth in ASTM D1411. Water quality standards must be in compliance with the following : publication: "Standard Methods for the Examination of Water and Wastewater", American Public Health Association (APHA), American Water Works Association (AWWA), and Water Environment Federation (WEF).

- A. Total phosphorus as described in "Standard Methods for the Examination of Water and Waste Water", APHA-A WW A-WEF. Total phosphorus shall be determined upon a 1 % test solution. The Total Phosphorus value determined from the 1 %solution is the value to be reported without being calculated for the dilution. The test solution should be prepared by placing 10 ml of sample into 500 ml of ASTM D 1193 Type II distilled water contained in a 1 L volumetric flask to which 2.5 ml 1 + 1 sulfuric acid has been added. Swirl the contents and make up to 1000 ml with distilled water.
- B. Total cyanide as described in "Standard Methods or the Examination of Water and Waste Water", APHA-A WW A-WEF.
- C. Total arsenic, barium, cadmium, chromium, copper, lead, selenium and zinc: Atomic Absorption Spectrophotometry of Plasma Emission Spectroscopy a described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWA-WEF.
- D. Total mercury: Cold Vapor Atomic Absorption Spectrophotometry as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.

References:

- A. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates.
- B. AASHTO T 255: Total Evaporable Moisture Content of Aggregate by Drying.
- C. APHA-AWWA-WEF: Standard Methods for the Examination of Water and Waste Water.
- D. ASTM D632: Standard Specification for Sodium Chloride.
- E. ASTM D1193: Standard Specification for Reagent Water.
- F. ASTM D1411: Standard Test Method for Water-Soluble Chlorides Present as Admixes in Graded Aggregate Road Mixes.
- G. ASTM E534: Standard Test Methods for Chemical Analysis of Sodium Chloride.

Submittals

Submitted with product delivery, for each shipment, supply bill of lading showing:

- A. Type and grade of material
- B. Destination

- C. Consignee's name
- D. Date of Shipment
- E. Truck identification
- F. Net weight in English units
- G. Bill of Lading number
- H. Manufacturer

Quality Assurance

Quality Assurance Testing, and Price Adjustments. For quality assurance purposes and for price adjustment purposes, the following steps may be used to determine out of compliance product and penalties:

- A. Upon delivery, station supervisor will inspect delivery for obvious out of compliance issues (e.g.; puddling or running water). If the product is in question, the station supervisor will contact vendor to cure the problem prior to next delivery.
- B. Second occurrence of obvious out of compliance issues will result in third party testing at vendor's site, which may result in price penalties if the test results show non-compliance.
- C. Third occurrence of obvious out of compliance issues will result in a cure or quit notification letter and possible termination of the entire contract.
- D. For the purpose of monitoring non-compliance, each delivery within a 7 day window, that is out of compliance will count as one occurrence.
- E. Testing will be performed by an independent third party laboratory. If the testing shows that the product was out of compliance, the cost of testing will be billed back to the supplier. If the testing shows that the product was in compliance, the State will absorb the cost of testing.
- F. The third party laboratory will test the Supplier's product. Tests may be performed for any or all of: Gradation, Moisture Content, or any other material property required by the specification suspected to be out of compliance.
- G. If any properties are found to not meet the requirements of the contract, the State may assess a payment penalty that will remain in effect until the date of the next test for those properties.
- H. Do not supply shipments contaminated with other materials; this may result in the rejection of the shipment, or a price reduction.

Testing Process

- A. If deemed necessary or after a second non-compliance event, testing will be scheduled by the State with an independent third party Testing Contractor.
 - B. The Testing Contractor takes samples taken at Vendor's production facility (i.e. same location as for FOB purchases), and conducts tests on those samples.
 - C. Tests to be conducted may be any or all of:
 - 1. Gradation
 - 2. Moisture Content
 - 3. Tests for any other material properties required by the contract, as deemed necessary.
 - D. The Testing Contractor will send the results to the State entity requesting the test, as well as the vendor.
 - E. The State entity calculates any price reduction based on the test results. If imposed, price penalties will be effective until the vendor can prove the product in question is in compliance.
 - F. Vendor may request, in writing, subsequent sampling and testing of any or all items that were reported by the independent test. Vendor will bear full cost of such subsequent tests.
 - G. The State will not automatically resample or retest product at any prescribed interval or frequency.
-

Price Adjustments

- A. Price Adjustment, Gradation: Downward 5% price adjustment assessed for materials outside the specified gradation.
- B. Price Adjustment, Moisture Content: 1 % downward price adjustment assessed for each full 1% moisture content over 4%. Round to the nearest full percentage. Example:
 - 1. 2.1% moisture delivered would not be reduced.
 - 2. 4.3% moisture delivered would not be reduced.
 - 3. 4.8% moisture delivered would be reduced by 1%.
- C. The Net Price Reduction will be applied per ton to all product delivered until a subsequent test shows a different result.
- D. Price Adjustment, General: products failing to meet any other specification requirements with an assessed 5% downward price adjustment. Price adjustments will be computed based on the largest adjustment computed. Price adjustments for gradation, moisture content, and other material properties will not be cumulatively summed; the largest value will be used.

EXAMPLE:

A delivery lot meets the specification requirements for gradation and moisture content, but contains lead in excess of the allowable value indicated in the specification. The Net Price Reduction would be 5%.

Price Adjustment, Performance: Downward price adjustment in dollars per ton for supplying material failing to meet vendor-specified melting power, ice penetration, or corrosiveness values is computed by the following formulae:

Equation 1

For **melting power** performance below vendor-specified value,

Where $M_{\text{proposed}} > M_{\text{actual}}$

Price Reduction (R_{melt}), percentage = $100\% [(M_{\text{proposed}} - M_{\text{actual}}) / M_{\text{proposed}}]$

Equation 2

For **ice penetration** performance below vendor-specified value,

Where $I_{\text{proposed}} > I_{\text{actual}}$

Price Reduction (R_{ice}), percentage = $100\% [(I_{\text{proposed}} - I_{\text{actual}}) / I_{\text{proposed}}]$

Equation 3

For **corrosiveness** performance below vendor-specified value,

Where $C_{\text{proposed}} > C_{\text{actual}}$

Price Reduction (R_{corr}), percentage = $100\% [(C_{\text{proposed}} - C_{\text{actual}}) / C_{\text{proposed}}]$

In each case, if the delivered product meets or exceeds the vendor-specified performance value, then the price reduction for that performance parameter is \$0.00.

For the Equations above, terms are defined as:

- A. M_{proposed} = MELTING POWER PROPOSED: the total volume melt of vendor's product using SHRP H-205.1 at 5°F after one hour specified by the vendor at the time of bidding.
- B. M_{actual} = MELTING POWER ACTUAL: the actual total volume melt of vendor's product using SHRP H-205.1 at 5°F after one hour.
- C. I_{proposed} = ICE PENETRATION PROPOSED: ice penetration of vendor's product in one hour using SHRP 205.3 at 20°F as specified by the vendor at the time of bidding.
- D. I_{actual} = ICE PENETRATION ACTUAL: the actual ice penetration of vendor's product in one hour using SHRP 205.3 at 20°F.
- E. C_{proposed} = CORROSIVENESS INDEX PROPOSED: Corrosiveness Index, as defined herein, of the vendor's product, as specified by the vendor at the time of bidding.

- F. C_{actual} = CORROSIVENESS INDEX ACTUAL: The actual Corrosiveness Index, as defined herein, of vendor's product.
- G. R = Percent reduction in price for not meeting vendor's proposed value.

The Net Price Reduction will be computed based on the largest adjustment computed. Price adjustments for gradation, moisture content, melting power (R_{melt}), ice penetration (R_{ice}), and corrosion (R_{corr}) will not be cumulatively summed. Instead, the largest value of the five price adjustment components will be used, with a maximum total price adjustment of 20%.

EXAMPLE:

If R_{corr}	= \$0.72
R_{melt}	= \$0.00
R_{ice}	= \$1.32
Gradation Reduction	= \$0.00
Moisture Content Reduction	= \$0.33
Then Net Price Reduction	= \$1.32

The Net Price Reduction will be applied per ton to all product delivered until the next test showing a different result.

Price Adjustment, General: the State may accept products failing to meet any other specification requirements with an assessed 5% downward price adjustment, in addition to any price adjustment imposed for gradation, moisture content, melting power, ice penetration, or corrosiveness. However, in no case will the total price adjustment exceed 20%.

Rejection

Any product may be rejected if it fails to conform to the specifications. If the product fails to meet specifications the State may, at its option, impose a price adjustment as described in paragraph 8, allow the contractor to replace the defective product, or cancel the contract. In no instance will the State pay any cost associated with the remedy for the defective product. The return shipment of refused product will be at the Contractor's expense at no additional cost to the State.

Delivery

Notify supervisor by telephone twenty-four hours prior to delivery. Unload material where directed. Butt loads against each other in such a manner as to occupy as small a total stockpile area as possible.

- A. End-users may pick up the salt by use of State/local government trucks or, by the use of a third party. Pick up schedules will have to be coordinated with the vendor.

B. Delivery Methods:

1. Delivery Method One: Deliver using end-dump trucks only. No Trailers.
2. Delivery Method Two: Deliver using end-dump trucks, end-dump trucks with pups, or end-dump trailers.
3. Delivery Method Three: Deliver using end-dumps, end-dumps with pups, end-dump trailers, walking trailers, belt dump trailers, or side dumps.
4. Delivery Method Four: Deliver using end-dumps, end-dumps with pups, end-dump trailers, walking trailers, belt dump trailers, side dumps, or belly dumps.
5. Delivery Method Five: Load state trucks F.O.B. at supplier's production facility, stockpile, railhead, or other designated location. Supplier specifies point of delivery in writing if other than normal place of business.

C. Stockpiles: The method for stockpiling sodium chloride will be one of the following:

1. Method 1: Stockpile by butting loads - Build stockpiles at designated locations. Butt loads one against the other in such a manner as to occupy as small a total stockpile area as possible. If equipment to keep the stockpile pushed up to cover an area no larger than a stockpile area produced by an end-dump. If Engineer is not satisfied with the stockpiling, supplier reshapes the stockpile to an acceptable configuration. If purchasing entity personnel reshape the stockpile, the cost of reshaping is deducted from the contract.
2. Method 2: Stockpile by supplier furnished loader - Build stockpiles at designated locations. Supplier places each load and load is "bucked up" using a supplier-furnished loader and operator. Stockpiles occupy as little space as possible and are bucked up to a uniform 10-foot height. If Engineer is not satisfied with the stockpiling, supplier reshapes the stockpile to an acceptable configuration. If purchasing entity personnel reshape stockpile, reshaping cost is deducted from the contract.
3. Method 3: Stockpile by purchasing entity shaping pile- Build stockpile at designated locations. Purchasing entity shapes stockpile.

D. Complete delivery of each order according to the following schedule for orders placed on or after October 31st:

1. Order size 400 tons or less: Complete delivery within two calendar days of order placement. **Example:** Order placed on December 1 is to be delivered by December 3.
2. Order size 401 tons to 1000 tons: Begin delivery within two calendar days. Complete Delivery within four calendar days of order placement.

Example: Order placed on December 1st Delivery to begin by December 3rd and completed by December 5th.

- E. Order size 1001 tons or more: Begin delivery within two calendar days of order placement. Continue delivery at a rate of not less than 400 tons per day until complete. **Example:** Order placed on December. Delivery to begin by December 3 and to continue at a rate of 400 tons or more per day until complete.
- F. Complete delivery of each order according to the following schedule for orders placed prior to September 15th:
1. For any order placed prior to September 15, the Supplier has up to 14 days to complete delivery. **Example:** Order placed on August 1 Delivery should be completed by August 15.
 2. Ordering and Delivery Process:
 - a. Purchasing entity places order.
 - b. Minimum order size is one (1) truckload.
 - c. **Vendor maintains order-taking capability within the State of Utah.**
 - d. Vendor has twenty-four hour per day order taking.
 - e. Vendor confirms order by email to purchasing entity placing order within eight (8) hours.
 3. Vendor's confirmation contains:
 - a. Confirmation of total order quantity and destination
 - b. Estimated first load dispatch time and date
 - c. Type of delivery trucks (Dump truck, Dump truck with pup, etc.)
 - d. Scheduled order completion date and time
 - e. Delivery coordinator name and Utah telephone number
- G. Order Details
- Orders placed before noon Mountain Time are considered to be placed the date of the order.
 - Orders placed after noon Mountain Time are considered placed 8:00 AM the next calendar day.
 - Delivery is deemed to start when the first load is dispatched AND the station supervisor is notified.
 - Delivery is complete when the last load is dumped at the delivery location.
 - Vendor calls station one hour or more prior to delivery.
 - Vendor confirms end of delivery with email.

Attachment B
Price sheet
Compass Minerals

<u>Category C</u>		
Freeze resistant 92.0% NaCl Magnesium Chloride		
<u>Region</u>	<u>Award</u>	<u>Vendor</u>
Region 3	Secondary	Compass Minerals
		Cost
		Delivery
Region 4	Secondary	Compass Minerals
		Cost
		Delivery
Region 5	Secondary	Compass Minerals
		Cost
		Delivery

<u>Category E</u>		
Kiln-dried material contains less than 0.5% moisture when shipped		
<u>Region</u>	<u>Award</u>	<u>Vendor</u>
Region 1	Secondary	Compass Minerals
		Cost
		Delivery
Region 2	Secondary	Compass Minerals
		Cost
		Delivery
Region 4	Secondary	Compass Minerals
		Cost
		Delivery
Region 5	Secondary	Compass Minerals
		Cost
		Delivery



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: MA1721**

September 12, 2017

Purchasing Agent: Vinessa Dudley
Phone#: (801)538-3525
E-mail: vdudley@utah.gov

Item: Road Salt

Vendor: 47263I Compass Minerals America inc.
990 W. 109th Street
Overland Park, KS 66210

Remit to: PO Box 277043
Atlanta, GA 30384-7043

General Contact: Matt Beyers
Telephone: (800) 323-1641

Cell:

Fax:

Email: beyersm@compassminerals.com

Reporting Type: Line Item

Price: See chart below

Effective Dates: 10/02/2017 – 10/01/2022

Remaining renewal options: None

Price Guarantee Period: 1 year

Other Conditions: Primary contractors must be given the first right of refusal.
Purchases from secondary contractors must be documented with reasons. Primary contractor must respond within 8 hours of order, otherwise the secondary contractor may be notified.

This was a multiple award contract for road salt, see charts below of the awarded contractors per region and category.

Solicitation #:VD18001

The administrative fee for this contract is **0.50%** and is already included in the contract price.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with



STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT

CONTRACT NUMBER: MA1721

September 12, 2017

the vendor creating a PRC in Finet. Agencies will return to the vendor any invoice, which reflects incorrect pricing.

This contract information sheet is subject to change. State Purchasing doesn't recommend that you print a copy due to the potential to change. Always view contract information online at www.purchasing.utah.gov

Please contact the Purchasing Agent listed above if you have questions or concerns.

Vendor Name	Contract #
Morton Salt inc	MA2739
Redmond Minerals	MA831
SaltWorx LLC	MA2740
Broken Arrow Inc.	MA1720
Compass Minerals	MA1721

Region Award	Category B Non-caking 92% NaCl			Category C Freeze resistant 92.0% NaCl Magnesium Chloride		
	Vendor	Cost	Delivery	Vendor	Cost	Delivery
Region 1 Primary	Morton Salt	\$14.00	\$38.00	Morton Salt	\$14.50	\$38.50
Secondary	Broken Arrow	\$15.25	\$39.55	Broken Arrow	\$15.25	\$39.55
Region 2 Primary	Morton Salt	\$14.00	\$48.00	Morton	\$14.50	\$48.50
Secondary	Broken Arrow	\$15.25	\$65.25	Broken Arrow	\$15.25	\$65.25
Region 3 Primary	Broken Arrow	\$15.25	\$75.25	Broken Arrow	\$15.25	\$75.25
Secondary	Redmond Min	\$24.00	.165 per ton mile	Compass Minerals	\$18.75	.21 per mile
Region 4 Primary	Broken Arrow	\$15.25	\$85.25	Broken Arrow	\$15.25	\$85.25
Secondary	Redmond Min	\$24.00	.165 per ton mile	Compass Minerals	\$18.75	.21 per mile
Region 5 Primary	Broken Arrow	\$15.25	\$85.25	Broken Arrow	\$15.25	\$85.25
Secondary	Redmond Min	\$24.00	.165 per ton mile	Compass Minerals	\$18.75	.21 per mile



STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT

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September 12, 2017

		Category C-1			Category D		
		Freeze resistant 92.0% NaCl Calcium chloride			High performance grade corrosion inhibited 30%-50% less corrosive than bakers grade sodium		
Region	Award	Vendor	Cost	Delivery	Vendor	Cost	Delivery
Region 1	Primary	Morton Salt	\$14.50	\$38.50	Redmond Minerals	\$24.00	.165 per ton mile
	Secondary				SaltWorx LLC	\$32.00	.145 per ton mile
Region 2	Primary	Morton	\$14.50	\$48.50	Redmond Minerals	\$24.00	.165 per ton mile
	Secondary				SaltWorx LLC	\$32.00	.135 per ton mile
Region 3	Primary				Redmond Minerals	\$24.00	.165 per ton mile
	Secondary				SaltWorx LLC	\$32.00	.135 per ton mile
Region 4	Primary				Redmond Minerals	\$24.00	.165 per ton mile
	Secondary				SaltWorx LLC	\$32.00	.13 per ton mile
Region 5	Primary				Redmond Minerals	\$24.00	.165 per ton mile
	Secondary				SaltWorx LLC	\$32.00	.13 per ton mile



STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT CONTRACT NUMBER: MA1721

September 12, 2017

Region	Award	Category D-1 High performance grade corrosion inhibited greater then or equal to 50% less corrosive than bakers grade sodium			Category E Kiln-dried material contains less than 0.5% moisture when shipped		
		Vendor	Cost	Delivery	Vendor	Cost	Delivery
Region 1	Primary	SaltWorx	\$32.00	.145 per ton mile	Redmond Minerals	\$30.00	.165 per ton mile
	Secondary	Redmond Min	\$56.00	.165 per ton mile	Compass Minerals	\$47.00	.21 per mile
Region 2	Primary	SaltWorx LLC	\$32.00	.135 per ton mile	Redmond Minerals	\$30.00	.165 per ton mile
	Secondary	Redmond min	\$56.00	.165 per ton mile	Compass Minerals	\$47.00	.21 per mile
Region 3	Primary	Redmond Min	\$30.00		Redmond Minerals	\$30.00	.165 per ton mile
	Secondary	SaltWorx LLC	\$32.00	.135 per ton mile	SaltWorx LLC	\$32.00	?
Region 4	Primary	SaltWorx LLC	\$32.00	.13 per ton mile	Redmond Minerals	\$30.00	.165 per ton mile
	Secondary	Redmond min	\$56.00	.165 per ton mile	Compass Minerals	\$47.00	.21 per mile
Region 5	Primary	SaltWorx LLC	\$32.00	.13 per ton mile	Redmond Minerals	\$30.00	.165 per ton mile
	Secondary	Redmond min	\$56.00	.165 per ton mile	Compass Minerals	\$47.00	.21 per mile

Categories

All salt categories must be on the Pacific Northwest Snowfighters (PNS) qualified product listing found at <http://pnsassociation.org/>

Type B: PNS Category 8-B – Non-Caking: minimum 92% NaCl. Yellow Prussiate of Soda (YPS) or other approved chemical is added uniformly to the sodium chloride to produce non-caking material.

Specifications:

- Minimum 90.0% NaCl by weight using ASTM D1411.
- Yellow Prussiate of Soda (YPS) is added uniformly to the sodium chloride to produce non-caking material.
- Add anti-caking agent prior to stockpiling. Anti-caking agent addition produces a uniform coating throughout stockpile.
- Magnesium Chloride, Calcium Chloride, or other anti-freeze or additive agent will not be permitted.
- Moisture content: maximum 4.0% by weight using AASHTO T 255



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
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September 12, 2017

Type C: PNS Category 8-B – Freeze Resistant: minimum 92.0% NaCl. Includes anti-caking agent as specified for type B. Additional approved chemicals are added to depress freezing point of the salt in the stockpile to 0 degrees F. Add anti-freeze chemicals uniformly prior to stockpiling. Submit freeze point depressant chemical additive and method of introduction.

Specifications:

MAGNESIUM CHLORIDE (Anti-freeze)

- A. Minimum 90.0% NaCl by weight using ASTM D1411.
- B. Yellow Prussiate of Soda (YPS) is added uniformly to the sodium chloride to produce non-caking material.
- C. Add anti-caking agent prior to stockpiling. Anti-caking agent addition produces a uniform coating throughout stockpile.
- D. Magnesium Chloride is added to depress freezing point of the salt in the stockpile to 0° F.
- E. Vendor specifies at the time of bid the percentage of magnesium chloride added by percent to achieve the specified freeze proofing.
- F. No added Calcium Chloride or other anti-freeze agent other than Magnesium Chloride
- G. Moisture Content: Maximum 4.0% by weight using AASHTO T 255.

Type C-1: PNS Category 8-B – Freeze Resistant: minimum 92.0% NaCl. Includes anti-caking agent as specified for type B. Additional approved chemicals are added to depress freezing point of the salt in the stockpile to 0 degrees F. Add anti-freeze chemicals uniformly prior to stockpiling. Submit freeze point depressant chemical additive and method of introduction.

CALCIUM CHLORIDE (Anti-freeze)

- A. Minimum 90.0% NaCl by weight using ASTM D1411.
- B. Yellow Prussiate of Soda (YPS) is added uniformly to the sodium chloride to produce non-caking material.
- C. Add anti-caking agent prior to stockpiling. Anti-caking agent addition produces a uniform coating throughout stockpile.
- D. Calcium Chloride is added to depress freezing point of the salt in the stockpile to 0° F.
- E. Vendor specifies at the time of bid the percentage of calcium chloride added by percent to achieve the specified freeze proofing.
- F. No added Magnesium Chloride or other anti-freeze agent other than Calcium Chloride.
- G. Moisture content: maximum 4.0% by weight using AASHTO T 255

Type D: PNS category 4B, and/or 4C – High Performance Grade (Corrosion Inhibited): may include anti-caking agent, meets type C sodium chloride specifications. Measure performance compared to bakers grade sodium chloride.



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September 12, 2017

- A. Melting power exceeds bakers grade salt by 100% total volume melt using SHRPH-205.1 at 5° F.
- B. Melting power exceeds bakers grade salt by 50% total volume melt using SHRP H-205-1 at 25° F.
- C. Ice penetration exceeds bakers' grade sodium chloride by 60% in one hour using SHRP 205.5 at 20° F.
- D. Type D Corrosiveness is **30% - 50%** less corrosive than bakers grade sodium chloride, measured using ASTM B 117
 - A. Meets the stated values for Ice Melting Power, Ice Penetration, and Corrosiveness Index supplied in the Vendor's "Product Identification and Vendor-Stated Performance Values and Product Gradation".
- E. must meet the specifications as indicated in the attached document "Corrosion Inhibited Solid Sodium Chloride Specifications for Categories 4A, 4B, and 4C."

Type D-1: PNS category 4B, and/or 4C – High Performance Grade (Corrosion Inhibited): may include anti-caking agent, meets type C sodium chloride specifications. Measure performance compared to bakers grade sodium chloride.

- A. Melting power exceeds bakers grade salt by 100% total volume melt using SHRP H-205.1 at 5° F.
- B. Melting power exceeds bakers grade salt by 50% total volume melt using SHRP H-205-1 at 25F.
- C. Ice penetration exceeds bakers' grade sodium chloride by 60% in one hour using SHRP H-205.5 at 20° F.
- D. Type D-1 Corrosiveness is **greater then or equal to 50%** less corrosive than bakers grade sodium chloride, measured using ASTM B 117 Meets the stated values for Ice Melting Power, Ice Penetration, and Corrosiveness Index supplied in the Vendor's "Product Identification and Vendor-Stated Performance Values and Product Gradation".
- E. must meet the specifications as indicated in the attached document "Corrosion Inhibited Solid Sodium Chloride Specifications for Categories 4A, 4B, and 4C."

Type E: PNS category 8A-R – Kiln-dried: minimum 92.0% NaCl yellow prussiate of soda (YPS) or other approved anti-caking chemical may be added uniformly to the sodium chloride to produce non-caking material. Type E material contains less than 0.5% moisture when shipped.

- A. Shall have a maximum insoluble residue of 10.0% (percent by dry weight). Insoluble residue in excess of 10.0% of dry salt weight will not be paid for. The amount of salt to be paid for, when the insoluble residue exceeds 10.0% shall be computed as follows:
Pay weight=(110.0 x dry wt. of salt) divided by (100 + percent insoluble residue)



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September 12, 2017

Gradation: Meets the following gradation using AASHTO T 27. May also meet the specifications required to be on the PNS qualified product listing.

Table 1 Salt Gradation	
Sieve Size	Percent Passing
1/2"	100
3/8"	90-100
#4	75-100
#8	40-80
#16	15-45
#50	0-10

Chemical Constituents:

- A. Do not supply products containing constituents exceeding total concentration limits listed in table 2. Test according to methodology listed below. Measure base product concentration levels prior to anti-freeze or chemical adulterant addition
- B. Chemical contaminant limit stated as parts per million (ppm) as listed in the PNS testing standards.

Table 2 Allowable Chemical Contaminants	
Chemical	Concentration (ppm)
Arsenic	5
Barium	100
Cadmium	.20
Chromium	1
Copper	1
Lead	1
Mercury	.05
Selenium	5
Zinc	10
Phosphorus	2500
Cyanide	.20

Test methods

Test methods are conducted in accordance with the standards set forth in ASTM D1411. Water quality standards must be in compliance with the following: publication: "Standard Methods for the



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Examination of Water and Wastewater", American Public Health Association (APHA), American Water Works Association (AWWA), and Water Environment Federation (WEF).

- A. Total phosphorus as described in "Standard Methods for the Examination of Water and Waste Water", APHA-A WW A-WEF. Total phosphorus shall be determined upon a 1 % test solution. The Total Phosphorus value determined from the 1 %solution is the value to be reported without being calculated for the dilution. The test solution should be prepared by placing 10 ml of sample into 500 ml of ASTM D 1193 Type II distilled water contained in a 1 L volumetric flask to which 2.5 ml 1 + 1 sulfuric acid has been added. Swirl the contents and make up to 1000 ml with distilled water.
- B. Total cyanide as described in "Standard Methods or the Examination of Water and Waste Water", APHA-A WW A-WEF.
- C. Total arsenic, barium, cadmium, chromium, copper, lead, selenium and zinc: Atomic Absorption Spectrophotometry of Plasma Emission Spectroscopy a described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWA-WEF.
- D. Total mercury: Cold Vapor Atomic Absorption Spectrophotometry as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.

References:

- A. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates.
- B. AASHTO T 255: Total Evaporable Moisture Content of Aggregate by Drying.
- C. APHA-AWWA-WEF: Standard Methods for the Examination of Water and Waste Water.
- D. ASTM D632: Standard Specification for Sodium Chloride.
- E. ASTM D1193: Standard Specification for Reagent Water.
- F. ASTM D1411: Standard Test Method for Water-Soluble Chlorides Present as Admixes in Graded Aggregate Road Mixes.
- G. ASTM E534: Standard Test Methods for Chemical Analysis of Sodium Chloride.

Submittals

Submitted with product delivery, for each shipment, supply bill of lading showing:

- A. Type and grade of material
- B. Destination
- C. Consignee's name
- D. Date of Shipment
- E. Truck identification
- F. Net weight in English units
- G. Bill of Lading number
- H. Manufacturer



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Quality Assurance

Quality Assurance Testing, and Price Adjustments. For quality assurance purposes and for price adjustment purposes, the following steps may be used to determine out of compliance product and penalties:

- A. Upon delivery, station supervisor will inspect delivery for obvious out of compliance issues (e.g.; puddling or running water). If the product is in question, the station supervisor will contact vendor to cure the problem prior to next delivery.
- B. Second occurrence of obvious out of compliance issues will result in third party testing at vendor's site, which may result in price penalties if the test results show non-compliance.
- C. Third occurrence of obvious out of compliance issues will result in a cure or quit notification letter and possible termination of the entire contract.
- D. For the purpose of monitoring non-compliance, each delivery within a 7 day window, that is out of compliance will count as one occurrence.
- E. Testing will be performed by an independent third party laboratory. If the testing shows that the product was out of compliance, the cost of testing will be billed back to the supplier. If the testing shows that the product was in compliance, the State will absorb the cost of testing.
- F. The third party laboratory will test the Supplier's product. Tests may be performed for any or all of: Gradation, Moisture Content, or any other material property required by the specification suspected to be out of compliance.
- G. If any properties are found to not meet the requirements of the contract, the State may assess a payment penalty that will remain in effect until the date of the next test for those properties.
- H. Do not supply shipments contaminated with other materials; this may result in the rejection of the shipment, or a price reduction.

Testing Process

- A. If deemed necessary or after a second non-compliance event, testing will be scheduled by the State with an independent third party Testing Contractor.
- B. The Testing Contractor takes samples taken at Vendor's production facility (i.e. same location as for FOB purchases), and conducts tests on those samples.
- C. Tests to be conducted may be any or all of:
 - 1. Gradation
 - 2. Moisture Content
 - 3. Tests for any other material properties required by the contract, as deemed necessary.



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- D. The Testing Contractor will send the results to the State entity requesting the test, as well as the vendor.
- E. The State entity calculates any price reduction based on the test results. If imposed, price penalties will be effective until the vendor can prove the product in question is in compliance.
- F. Vendor may request, in writing, subsequent sampling and testing of any or all items that were reported by the independent test. Vendor will bear full cost of such subsequent tests.
- G. The State will not automatically resample or retest product at any prescribed interval or frequency.

Price Adjustments

- A. Price Adjustment, Gradation: Downward 5% price adjustment assessed for materials outside the specified gradation.
- B. Price Adjustment, Moisture Content: 1 % downward price adjustment assessed for each full 1% moisture content over 4%. Round to the nearest full percentage. Example:
 - 1. 2.1% moisture delivered would not be reduced.
 - 2. 4.3% moisture delivered would not be reduced.
 - 3. 4.8% moisture delivered would be reduced by 1%.
- C. The Net Price Reduction will be applied per ton to all product delivered until a subsequent test shows a different result.
- D. Price Adjustment, General: products failing to meet any other specification requirements with an assessed 5% downward price adjustment. Price adjustments will be computed based on the largest adjustment computed. Price adjustments for gradation, moisture content, and other material properties will not be cumulatively summed; the largest value will be used.

EXAMPLE:
A delivery lot meets the specification requirements for gradation and moisture content, but contains lead in excess of the allowable value indicated in the specification. The Net Price Reduction would be 5%.

Price Adjustment, Performance: Downward price adjustment in dollars per ton for supplying material failing to meet vendor-specified melting power, ice penetration, or corrosiveness values is computed by the following formulae:

Equation 1

For **melting power** performance below vendor-specified value,



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Where $M_{\text{proposed}} > M_{\text{actual}}$
Price Reduction (R_{melt}), percentage = $100\% [(M_{\text{proposed}} - M_{\text{actual}}) / M_{\text{proposed}}]$

Equation 2

For **ice penetration** performance below vendor-specified value,

Where $I_{\text{proposed}} > I_{\text{actual}}$
Price Reduction (R_{ice}), percentage = $100\% [(I_{\text{proposed}} - I_{\text{actual}}) / I_{\text{proposed}}]$

Equation 3

For **corrosiveness** performance below vendor-specified value,

Where $C_{\text{proposed}} > C_{\text{actual}}$
Price Reduction (R_{corr}), percentage = $100\% [(C_{\text{proposed}} - C_{\text{actual}}) / C_{\text{proposed}}]$

In each case, if the delivered product meets or exceeds the vendor-specified performance value, then the price reduction for that performance parameter is \$0.00.

For the Equations above, terms are defined as:

- A. M_{proposed} = MELTING POWER PROPOSED: the total volume melt of vendor's product using SHRP H-205.1 at 5°F after one hour specified by the vendor at the time of bidding.
- B. M_{actual} = MELTING POWER ACTUAL: the actual total volume melt of vendor's product using SHRP H-205.1 at 5°F after one hour.
- C. I_{proposed} = ICE PENETRATION PROPOSED: ice penetration of vendor's product in one hour using SHRP 205.3 at 20°F as specified by the vendor at the time of bidding.
- D. I_{actual} = ICE PENETRATION ACTUAL: the actual ice penetration of vendor's product in one hour using SHRP 205.3 at 20°F.
- E. C_{proposed} = CORROSIVENESS INDEX PROPOSED: Corrosiveness Index, as defined herein, of the vendor's product, as specified by the vendor at the time of bidding.
- F. C_{actual} = CORROSIVENESS INDEX ACTUAL: The actual Corrosiveness Index, as defined herein, of vendor's product.
- G. R = Percent reduction in price for not meeting vendor's proposed value.

The Net Price Reduction will be computed based on the largest adjustment computed. Price adjustments for gradation, moisture content, melting power (R_{melt}), ice penetration (R_{ice}), and corrosion (R_{corr}) will not be cumulatively summed. Instead, the largest value of the five price adjustment components will be used, with a maximum total price adjustment of 20%.

EXAMPLE:

If R_{corr} = \$0.72
 R_{melt} = \$0.00



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Rice	= \$1.32
Gradation Reduction	= \$0.00
Moisture Content Reduction	= \$0.33
Then Net Price Reduction	= \$1.32

The Net Price Reduction will be applied per ton to all product delivered until the next test showing a different result.

Price Adjustment, General: the State may accept products failing to meet any other specification requirements with an assessed 5% downward price adjustment, in addition to any price adjustment imposed for gradation, moisture content, melting power, ice penetration, or corrosiveness. However, in no case will the total price adjustment exceed 20%.

Rejection

Any product may be rejected if it fails to conform to the specifications. If the product fails to meet specifications the State may, at its option, impose a price adjustment as described in paragraph 8, allow the contractor to replace the defective product, or cancel the contract. In no instance will the State pay any cost associated with the remedy for the defective product. The return shipment of refused product will be at the Contractor's expense at no additional cost to the State.

Delivery

Notify supervisor by telephone twenty-four hours prior to delivery. Unload material where directed. Butt loads against each other in such a manner as to occupy as small a total stockpile area as possible.

- A. End-users may pick up the salt by use of State/local government trucks or, by the use of a third party. Pick up schedules will have to be coordinated with the vendor.
- B. Delivery Methods:
 - 1. Delivery Method One: Deliver using end-dump trucks only. No Trailers.
 - 2. Delivery Method Two: Deliver using end-dump trucks, end-dump trucks with pups, or end-dump trailers.
 - 3. Delivery Method Three: Deliver using end-dumps, end-dumps with pups, end-dump trailers, walking trailers, belt dump trailers, or side dumps.
 - 4. Delivery Method Four: Deliver using end-dumps, end-dumps with pups, end-dump trailers, walking trailers, belt dump trailers, side dumps, or belly dumps.
 - 5. Delivery Method Five: Load state trucks F.O.B. at supplier's production facility, stockpile, railhead, or other designated location. Supplier specifies point of delivery in writing if other than normal place of business.
- C. Stockpiles: The method for stockpiling sodium chloride will be one of the following:

Method 1: Stockpile by butting loads - Build stockpiles at designated locations. Butt loads one against the other in such a manner as to occupy as small a total stockpile area as possible. If equipment to keep the stockpile pushed up to cover an area no larger than a stockpile area



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produced by an end-dump. If Engineer is not satisfied with the stockpiling, supplier reshapes the stockpile to an acceptable configuration. If purchasing entity personnel reshape the stockpile, the cost of reshaping is deducted from the contract.

Method 2: Stockpile by supplier furnished loader - Build stockpiles at designated locations. Supplier places each load and load is "bucked up" using a supplier-furnished loader and operator. Stockpiles occupy as little space as possible and are bucked up to a uniform 10-foot height. If Engineer is not satisfied with the stockpiling, supplier reshapes the stockpile to an acceptable configuration. If purchasing entity personnel reshape stockpile, reshaping cost is deducted from the contract.

Method 3: Stockpile by purchasing entity shaping pile- Build stockpile at designated locations. Purchasing entity shapes stockpile.

- D. Complete delivery of each order according to the following schedule for orders placed on or after October 31st:
1. Order size 400 tons or less: Complete delivery within two calendar days of order placement. **Example:** Order placed on December 1 is to be delivered by December 3.
 2. Order size 401 tons to 1000 tons: Begin delivery within two calendar days. Complete Delivery within four calendar days of order placement. **Example:** Order placed on December 1st Delivery to begin by December 3rd and completed by December 5th.
- E. Order size 1001 tons or more: Begin delivery within two calendar days of order placement. Continue delivery at a rate of not less than 400 tons per day until complete. **Example:** Order placed on December. Delivery to begin by December 3 and to continue at a rate of 400 tons or more per day until complete.
- F. Complete delivery of each order according to the following schedule for orders placed prior to September 15th:
1. For any order placed prior to September 15, the Supplier has up to 14 days to complete delivery. **Example:** Order placed on August 1 Delivery should be completed by August 15.
 2. Ordering and Delivery Process:
 - a. Purchasing entity places order.
 - b. Minimum order size is one (1) truckload.
 - c. **Vendor maintains order-taking capability within the State of Utah.**
 - d. Vendor has twenty-four hour per day order taking.
 - e. Vendor confirms order by email to purchasing entity placing order within eight (8) hours.
 3. Vendor's confirmation contains:
 - a. Confirmation of total order quantity and destination
 - b. Estimated first load dispatch time and date
 - c. Type of delivery trucks (Dump truck, Dump truck with pup, etc.)



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- d. Scheduled order completion date and time
 - e. Delivery coordinator name and Utah telephone number
- G. Order Details
- Orders placed before noon Mountain Time are considered to be placed the date of the order.
 - Orders placed after noon Mountain Time are considered placed 8:00 AM the next calendar day.
 - Delivery is deemed to start when the first load is dispatched AND the station supervisor is notified.
 - Delivery is complete when the last load is dumped at the delivery location.
 - Vendor calls station one hour or more prior to delivery.
 - Vendor confirms end of delivery with email.



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STANDARD REGIONAL SOLICITATION MAP





**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
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September 12, 2017

FINET COMMODITY CODE(S):

46160-Road Salt

Road Salt Primary and Secondary award matrix

		Category B			Category C		
		Non-caking 92% NaCl			Freeze resistant 92.0% NaCl Magnesium Chloride		
<u>Region</u>	<u>Award</u>	<u>Vendor</u>	<u>Cost</u>	<u>Delivery</u>	<u>Vendor</u>	<u>Cost</u>	<u>Delivery</u>
Region 1	Primary	Morton Salt	\$14.00	\$38.00*	Morton Salt	\$14.50	\$38.50*
	Secondary	Broken Arrow	\$15.25	\$0.20 per one way mile	Broken Arrow	\$15.25	\$0.20 per one way mile
Region 2	Primary	Morton Salt	\$14.00	\$48.00*	Morton	\$14.50	\$48.50*
	Secondary	Broken Arrow	\$15.25	\$0.20 per one way mile	Broken Arrow	\$15.25	\$0.20 per one way mile
Region 3	Primary	Broken Arrow	\$15.25	\$0.20 per one way mile	Broken Arrow	\$15.25	\$0.20 per one way mile
	Secondary	Redmond Min	\$24.00	.165 per ton mile	Compass Minerals	\$18.75	.21 per mile
Region 4	Primary	Broken Arrow	\$15.25	\$0.20 per one way mile	Broken Arrow	\$15.25	\$0.20 per one way mile
	Secondary	Redmond Min	\$24.00	.165 per ton mile	Compass Minerals	\$18.75	.21 per mile
Region 5	Primary	Broken Arrow	\$15.25	\$0.20 per one way mile	Broken Arrow	\$15.25	\$0.20 per one way mile
	Secondary	Redmond Min	\$24.00	.165 per ton mile	Compass Minerals	\$18.75	.21 per mile

mile

		Category C-1			Category D		
		Freeze resistant 92.0% NaCl Calcium chloride			High performance grade corrosion inhibited 30%-50% less corrosive than bakers grade sodium		
<u>Region</u>	<u>Award</u>	<u>Vendor</u>	<u>Cost</u>	<u>Delivery</u>	<u>Vendor</u>	<u>Cost</u>	<u>Delivery</u>
Region	Primary	Morton Salt	\$14.50	\$38.50*	Redmond Minerals	\$24.00	.165 per ton mile
	Secondary				SaltWorx	\$32.00	.145 per ton mile
Region	Primary	Morton	\$14.50	\$48.50*	Redmond Minerals	\$24.00	.165 per ton mile
	Secondary				SaltWorx	\$32.00	.135 per ton mile
Region	Primary				Redmond Minerals	\$24.00	.165 per ton mile
	Secondary				SaltWorx	\$32.00	.135 per ton mile
Region	Primary				Redmond Minerals	\$24.00	.165 per ton mile
	Secondary				SaltWorx	\$32.00	.13 per ton mile
Region	Primary				Redmond Minerals	\$24.00	.165 per ton mile
	Secondary				SaltWorx	\$32.00	.13 per ton mile

Road Salt Primary and Secondary award matrix

		Category D-1			Category E		
		High performance grade corrosion inhibited greater than or equal to 50% less corrosive than bakers grade sodium			Kiln-dried material contains less than 0.5% moisture when shipped		
Region	Award	Vendor	Cost	Delivery	Vendor	Cost	Delivery
Region 1	Primary	SaltWorx	\$32.00	.145 per ton mile	Redmond Minerals	\$30.00	.165 per ton mile
	Secondary	Redmond Min	\$56.00	.165 per ton mile	Compass Minerals	\$47.00	.21 per mile
Region 2	Primary	SaltWorx LLC	\$32.00	.135 per ton mile	Redmond Minerals	\$30.00	.165 per ton mile
	Secondary	Redmond min	\$56.00	.165 per ton mile	Compass Minerals	\$47.00	.21 per mile
Region 3	Primary	Redmond Min	\$30.00		Redmond Minerals	\$30.00	.165 per ton mile
	Secondary	SaltWorx LLC	\$32.00	.135 per ton mile	SaltWorx LLC	\$32.00	?
Region 4	Primary	SaltWorx LLC	\$32.00	.13 per ton mile	Redmond Minerals	\$30.00	.165 per ton mile
	Secondary	Redmond min	\$56.00	.165 per ton mile	Compass Minerals	\$47.00	.21 per mile
Region 5	Primary	SaltWorx LLC	\$32.00	.13 per ton mile	Redmond Minerals	\$30.00	.165 per ton mile
	Secondary	Redmond min	\$56.00	.165 per ton mile	Compass Minerals	\$47.00	.21 per mile

*Morton Salt, Inc. will provide a customized rate depending on distance from Morton Salt's stockpile. The rate will not exceed \$38.00 for Region 1 & \$48.00 for Region 2. Customer will need to inquire from Morton Salt, Inc. what that rate will be.

STAFF REPORT



SUBJECT: Proposed Rezoning of Properties Located at 4011 Hillcrest Circle

AUTHOR: Mark Vlasic
DEPARTMENT: Administration
DATE: November 12, 2020

BACKGROUND

This is an application by Pierre Langué, authorized agent for the Depot Townhomes LLC, registered owners of the affected property. As illustrated on the accompanying Record of Survey map, the application encompasses four parcels as follow:

Parcel ID 051380050	215 40th Street, South Ogden
Parcel ID 060230034	4011 South Hillcrest Circle, South Ogden
Parcel ID 051380052	236 40th Street, South Ogden
Parcel ID 060210052	202 South Country Club Drive, South Ogden

The affected area encompasses several acres between 40th Street and Hillcrest Circle to the north and west, and Country Club Drive to the south. As illustrated in the accompanying zoning diagrams, the affected area is currently zoned R-1-6 Residential. The proposal is to re-zone the north and east portions of the primary parcels to 40th Street General, which is the same zone as adjacent properties on 40th Street and Hillcrest Circle. The south and western portion of the primary parcels and a small triangular parcel to the north and west is proposed to be changed to O-1 Open Space. The eastern boundary of the affected site is zoned R-2 Residential, and is fully developed with homes. The west and south borders are zoned R-1-8 Residential and are also fully-developed with homes.

ANALYSIS

The existing property is currently undeveloped, encompassing heavily-vegetated open land associated with the Burch Creek corridor. The eastern-most portion of the parcels is the flattest and most accessible portion of the parcels, and is proposed to be rezoned to 40th Street General. The area to the west side of the creek consists primarily of steep naturally-vegetated slopes and is proposed to be re-zoned to O-1 Open Space.

The applicant has indicated that it is their intent to make the open space a permanent feature by adding improvements such as a bridge and trail, and either gifting the property to the city or establishing a conservation easement for the creek and the property on the west side of the creek bank; in exchange the city would be responsible for maintenance of that portion of the site.

RE-ZONING CONSIDERATIONS

When considering a change of zoning, the Planning Commission should consider whether or not the change promotes the health, safety, prosperity and welfare of the present and future inhabitants of the City. It should also consider whether or not the change is aligned with the general plan. Other considerations include how the change may affect congestion on city streets, how it may affect safety from fire and similar dangers, how it may affect other land uses and land development, and how it may affect the city's tax base and economic health.

DISCUSSION

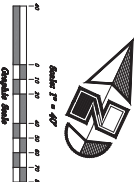
Staff has reviewed the existing site and vicinity conditions, the General Plan and the existing Zoning Ordinance. The application is generally supported by the General Plan, which envisions the 40th Street Corridor and adjacent properties to be transformed into new mixed commercial and higher density residential uses. While there are several existing residential properties to the east of the parcels, they would be generally protected through significant landscaped setbacks and height limitations required by the proposed zoning.

The designation of the south side of the corridor to O-1 Open Space is also generally supported by the General Plan revised Land Use Map (2016) which indicates that the site as a park or open space. However, the steep and challenging terrain and the fact that the property is associated with the creek corridor make development under the current zoning unlikely.

RECOMMENDATION

Staff suggests approval, with adjustments indicated on the Staff Recommended Zoning Amendment Proposal Map, as follow:

- That the south portions of Parcels 225 and 229 be re-zoned 40th Street General; and
- That the triangular portion designated as City property be rezoned o-1 Open Space

[illegible][illegible][illegible]

(Rods) Monument to be set
 (N/P) Non-Rodded Line
 PUE Public Utility Easement
 PUE Public Utility & Driveway
 Easement
 --- Fence
 --- Round Rebar and Cap
 --- Set Hub & Sack
 ■ All will be set Nails in C.
 ▲ Extension of Property
 Set 5/8" x 24" Long
 Rebar & Cap w/ Lamps

 The Monument line
 Center Line
 Existing

LINE DATA		
Line	Bearing	Length
L1	S 89°38'33" E	46.37
L2	S 84°40'33" E	17.79
L3	S 89°38'26" E	6.15
L4	S 84°31'32" E	34.95

Cap Monument
Calculated Monument
Northeast Corner of
section 8 Section 4
T3N R1W S16E
(Calculated from
reference monument)

Curve #	Radius	Chord Direction	Chord Length
C1	299.245'	N 1°27'45" W	70.21'
C2	749.000'	N 45°35'35" E	159.28'
C3	607.000'	N 45°35'35" W	156.60'
C4	487.710'	N 59°30'40" E	102.92'
C5	127.100'	S 04°41'10" E	31.66'
C6	287.598'	S 50°20'30" E	60.02'
C7	1672.100'	S 60°20'30" E	74.88'
C8	565.323'	S 00.0° 48.56" E	42.38'

¹ Andy Hubbard do hereby certify that I am a Professional Land Surveyor, and I hold Certificate No. 62-42920, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act, capping it in Section 17-23^{1/2}, and that the above plot correctly shows the true dimensions of the property surveyed.

[illegible]

Axis Burch Creek

APPROX: 4011 South Hillcrest Circle
South Ogden City, Weber County, Utah
A part of Section 8 and 5, T5N. R1W, SLB&M, U.S. Survey

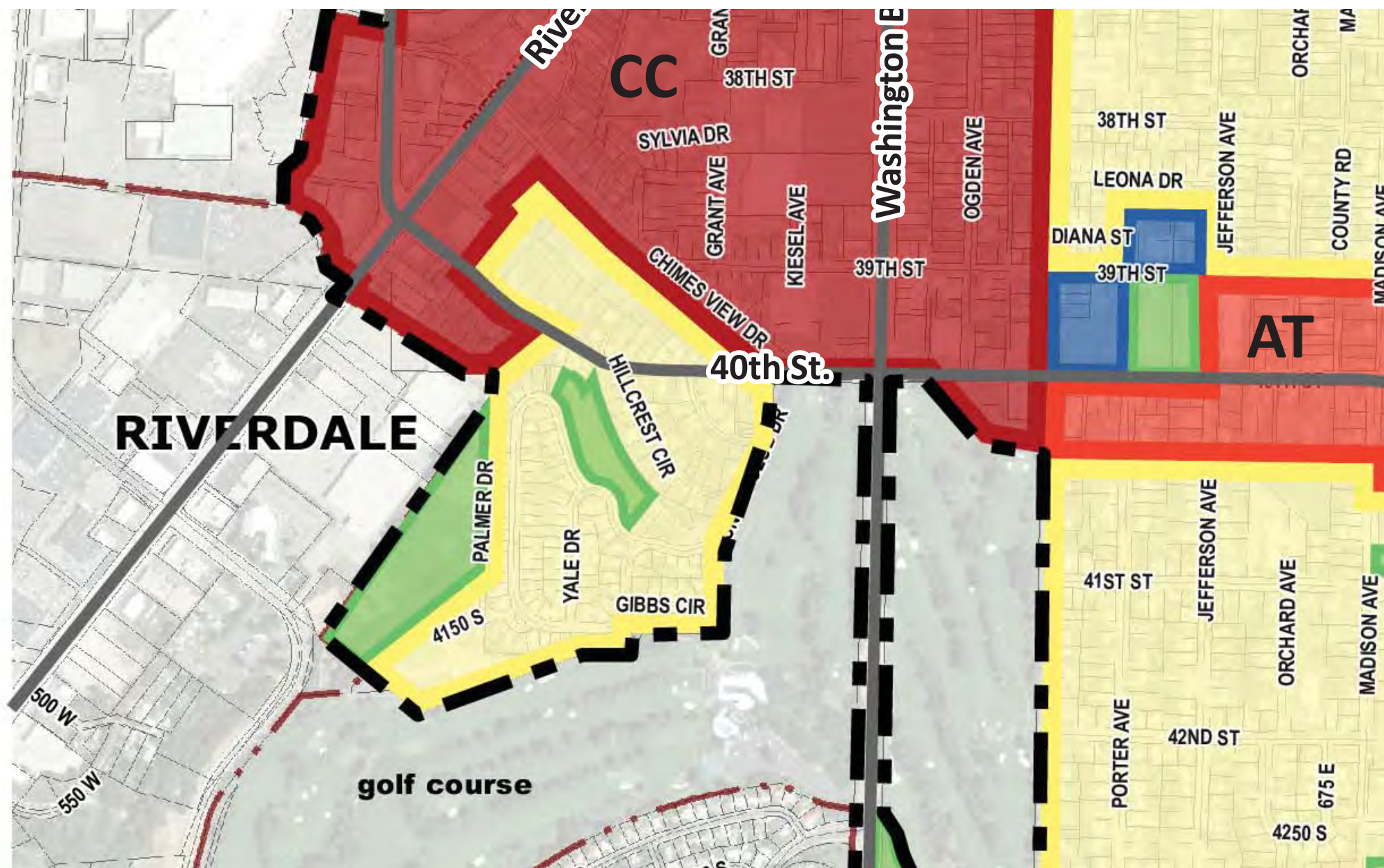


GREAT BASIN
ENGINEERING

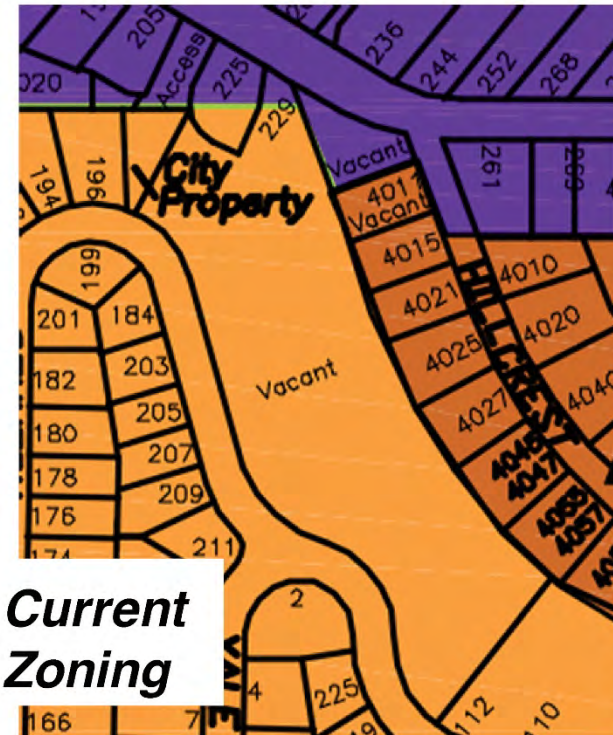
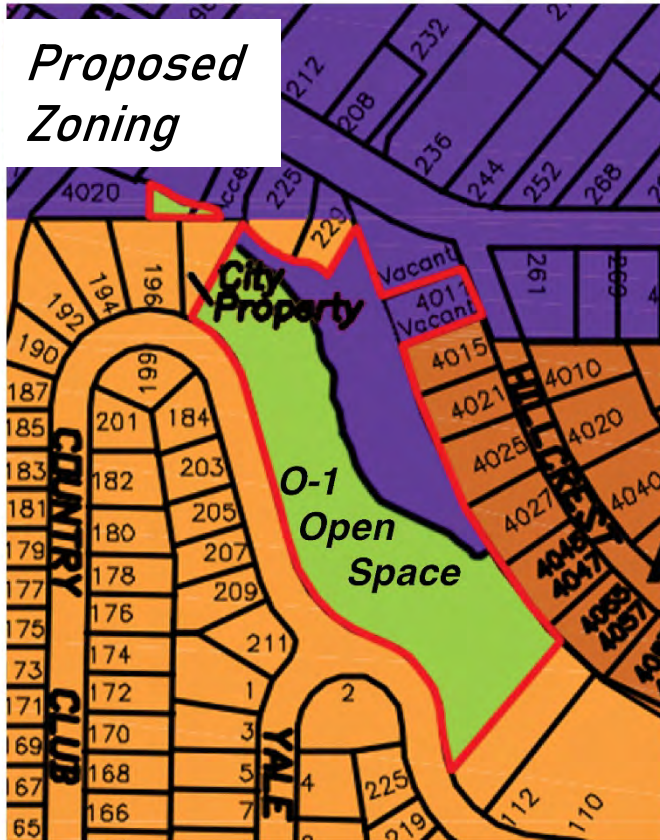
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544
WWW.GREATRASINENGINEERING.COM

October, 2020

20160501



Proposed Zoning



Current Zoning

LEGEND

- Area of Proposed Zoning Map Amendment
- R-1-6
- R-2
- O-1
- 40th Street "General"

3886

FORTIETH

**City
Property**

O-1
Open
Space

PALMER

COUNTRY

CLUB

YALE

DRIVE

REPORT OF ACTION

South Ogden City Planning Commission



MEETING DATE: November 12, 2020
ITEM: Rezone Request
LINK: [November 12, 2020 PC Meeting](#)

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

ACTION OF PLANNING COMMISSION

The planning commission gave a positive recommendation on the staff proposed rezone areas.

CONCERNS RAISED AT PUBLIC HEARING

The only person who spoke during the public hearing was the applicant; however, the attached email was received before the meeting.

Jim Nielson, applicant
00:09:49

PLANNING COMMISSION DISCUSSION

Discussion 00:20:43

MOTION 00:44:50

Commissioner Rounds moved to recommend to the city council the properties be rezoned. There was then some discussion as to which rezoning; the applicant's proposal, or staff's proposal.

Commissioner Rounds amended his motion that they recommend staff's proposed rezone as shown on page nine of the packet. The motion was seconded by Commissioner Layton. The chair called the vote:

Commissioner Pruess -	Yes
Commissioner Howe -	Yes
Commissioner Jones -	Yes
Commissioner Amos -	Yes
Commissioner Rounds -	Yes
Commissioner Layton -	Yes

The motion stood.

STAFF REPORT



SUBJECT: Overview on FY 2021 Budget Amendments
AUTHOR: Steve Liebersbach
DEPARTMENT: Finance
DATE: December 01, 2020

RECOMMENDATION

Staff recommends the City Council discuss the budget amendments and ask questions so they will be prepared to vote at the December 15, 2020 council meeting.

BACKGROUND

City Council can approve budget amendments at any time throughout the fiscal year to modify the adopted budget to incorporate necessary changes.

ANALYSIS

The budget amendment will cover a broad range of areas that the City operates within. However, the primary focus will be dealing with the CARES-ACT funding.

SIGNIFICANT IMPACTS

Impacts are outlined in the budget amendment.

ATTACHMENTS

It is anticipated that the entire amendment will be sent out later this week, possibly Friday or Saturday for your review.

South Ogden City

December 01, 2020

Fiscal Year 2021

Budget Amendment

		Current Budge	New Budget	Difference +/-
A.	10-80-160 Reserve for Fund Balance - General Fund	\$506,362	\$60,090	(\$446,272)
	10-55-649 Lease Interest/Taxes - Police Dept	\$0	\$8,567	\$8,567
	10-55-650 Lease Payment - Police Dept	\$42,000	\$120,735	\$78,735
	10-57-649 Lease Interest/Taxes - Fire Dept	\$18,470	\$21,349	\$2,879
	10-57-650 Lease Payment - Fire Dept	\$136,883	\$164,032	\$27,149
	10-58-649 Lease Interest/Taxes - Inspections Dept	\$0	\$68	\$68
	10-58-650 Lease Payment - Inspections Dept	\$6,000	\$6,791	\$791
	10-60-649 Lease Interest/Taxes - Streets Dept	\$0	\$21,701	\$21,701
	10-60-650 Lease Payment - Streets Dept	\$18,000	\$208,504	\$190,504
	10-70-649 Lease Interest/Taxes - Parks Dept	\$0	\$10,778	\$10,778
	10-70-650 Lease Payment - Parks Dept	\$6,000	\$111,100	\$105,100
	51-40-649 Lease Interest/Taxes - Water Fund	\$0	\$2,369	\$2,369
	51-40-650 Lease Payment - Water Fund	\$6,000	\$30,871	\$24,871
	51-40-980 Contingency - Water Fund	\$250,000	\$277,240	\$27,240
	53-40-649 Lease Interest/Taxes - Storm Drain Fund	\$0	\$1,581	\$1,581
	53-40-650 Lease Payment - Storm Drain Fund	\$0	\$13,875	\$13,875
	53-30-890 Appropriation of Fund Balance - Storm Drain Fund	\$852,825	\$868,281	\$15,456
	54-40-649 Lease Interest/Taxes - Garbage Fund	\$0	\$1,360	\$1,360
	54-40-650 Lease Payment - Garbage Fund	\$0	\$16,044	\$16,044
	54-40-890 Appropriation of Fund Balance - Garbage Fund	\$39,305	\$56,709	\$17,404
	*Re-allocate monies for Zions equipment & vehicle leases			
B.	10-33-600 State/Local Grants	\$205,186	\$196,561	(\$8,625)
	10-52-330 General Plan Revision - Planning & Zoning	\$38,040	\$29,415	(\$8,625)
	10-55-112 Overtime - Police Dept	\$37,310	\$47,561	\$10,251
	10-33-600 State/Local Grants	\$196,561	\$206,812	\$10,251
	* Correcting WFRG general plan grant FY 2021 = \$29,415			
	* Police overtime reimbursement			
C.	10-36-601 Donations to South Ogden City	\$0	\$780	\$780
	10-32-375 Animal Shelter Fees	\$10,103	\$12,840	\$2,737
	10-55-247 Animal Control Costs	\$29,883	\$33,400	\$3,517
	* Donations received for animal shelter			
	* Pet clinic proceeds on 10/10/2020			
D.	10-34-350 Basketball Fees	\$7,016	\$12,904	\$5,888
	10-34-352 Comp Youth Basketball	\$13,649	\$20,945	\$7,296
	10-71-125 Temporary Recreation - Wagers	\$33,111	\$46,295	\$13,184
	* Recognition of some rec programs			

South Ogden City

December 01, 2020

Fiscal Year 2021

Budget Amendment - Cont.

Current Budge New Budget Difference +/-

E.	10-36-700 Contractual Revenue - General Fund	\$150,657	\$165,057	\$14,400
	10-36-400 Sale of Fixed Assets - General Fund	\$0	\$84,049	\$84,049
	10-44-310 Professional & Technical - Admin	\$13,500	\$13,895	\$395
	10-55-310 Professional & Technical - Police	\$23,727	\$28,175	\$4,448
	10-60-310 Professional & Technical - Streets	\$15,800	\$18,637	\$2,837
	10-80-160 Reserve for Fund Balance - General Fund	\$60,090	\$150,859	\$90,769
	* AT & T tower lease recalculation - \$14,400 (125)			
	* Sale proceeds of 10 vehicles - \$76,369			
F.	10-36-900 Miscellaneous Revenue - General Fund	\$11,000	\$132,664	\$121,664
	10-70-329 2020 Wind Disaster	\$500	\$122,164	\$121,664
	* Insurance proceeds for wind damage			
G.	10-49-130 Retirement Benefits - Non-Departmental	\$33,479	\$40,845	\$7,366
	10-58-110 Salaries & Wages - Inspections Dept	\$77,293	\$66,082	(\$11,211)
	10-58-130 Employee Benefits - Inspections Dept	\$29,444	\$26,460	(\$2,984)
	10-80-160 Reserve for Fund Balance - General Fund	\$150,859	\$157,688	\$6,829
	* Restructure impacts of Inspections Dept			
H.	10-49-400 Unreserved - Non-Departmental	\$25,000	\$15,080	(\$9,920)
	10-49-750 Capital Outlay - Non-Departmental	\$0	\$1,292	\$1,292
	10-49-750 Capital Outlay - Non-Departmental	\$1,292	\$2,816	\$1,524
	10-55-750 Capital Outlay - Police Dept	\$0	\$2,584	\$2,584
	10-44-700 Small Equipment - Admin Dept	\$1,500	\$2,462	\$962
	10-55-700 Small Equipment - Police Dept	\$7,000	\$8,241	\$1,241
	10-57-750 Capital Outlay - Fire Dept	\$0	\$1,420	\$1,420
	10-49-322 Computer Contracts - Non-Departmental	\$69,500	\$70,397	\$897
	* Re-allocate monies for computer purchases			
J.	10-70-553 Club Height Park Constr	\$682,902	\$858,714	\$175,812
	10-80-160 Reserve for Fund Balance - General Fund	\$157,688	\$0	(\$157,688)
	10-39-800 Appropriated Fund Balance - General Fund	\$1,455,078	\$1,473,202	\$18,124
	* Budget project = to Hogan contract			
K.	10-33-100 CARES - ACT Funding - grant	\$0	\$1,461,760	\$1,461,760
	10-39-800 Appropriated Fund Balance - General Fund	\$1,473,202	\$1,013,976	(\$459,226)
	10-49-550 COVID - 19/CARES - ACT Expenditures	\$0	\$86,680	\$86,680
	10-55-110 Full Time Wages - Police Dept	\$1,705,314	\$1,246,946	(\$458,368)
	10-57-110 Salaries & Wages - Fire Dept	\$1,141,944	\$821,434	(\$320,510)
	58-40-110 Salaries & Wages - Ambulance Fund	\$128,328	\$92,716	(\$35,612)
	10-55-130 Benefits - Police Dept	\$1,115,804	\$1,045,853	(\$69,951)
	10-57-130 Employee Benefits - Fire Dept	\$535,893	\$507,621	(\$28,272)
	58-40-130 Employee Benefits - Ambulance Fund	\$59,544	\$56,403	(\$3,141)
	10-80-160 Reserve for Fund Balance - General Fund	\$0	\$915,854	\$915,854
	10-49-550 COVID - 19/CARES - ACT Expenditures	\$86,680	\$1,002,534	\$915,854
	* Allocate CARES - ACT monies for public safety			
	in accordance with City Council Official Declaration 01-2020			