



MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: **January 05, 2021 Council Meeting**

WORK SESSION

- **Definition of a Story & Open Space Requirements** – Mark Vlasic will be facilitating this work session discussion in helping the council review possible amendments to the city's Form Based Code related to how a story is defined and how open space will be preserved and required as areas within the Form Based Code redevelop.

DISCUSSION/ACTION ITEMS

- **Resolution 21-01 – Approving County Wide Urban Search and Rescue Agreement.** This is an agreement that defines how the county-wide Urban Search and Rescue efforts will be organized, funded and coordinated. According to the agreement, South Ogden is considered a Sub-Contractor and our role in support of the Urban Search and Rescue program is to provide 3 firefighter personnel who will be trained and prepared to respond and assist when called upon. Chief West will be presenting this agreement and answer any questions you may have.
- **Resolution 21-02 – Approving an Agreement for Legal Services.** City Attorney, Ken Bradshaw, retired in December. During the month of December an analysis was conducted considering the costs/benefits of replacing Mr. Bradshaw as an in-house attorney verses a contracted attorney. Proposals from four highly recommended, very qualified firms were solicited. Proposals were reviewed, evaluated and rated based on the Firm's: 1) experience related to municipal law, 2) ability to meet the city's needs, 3) proposed fees. In comparing the costs/benefits it is recommended that the city enter into a contract with Eric Johnson from Blaisdell, Church and Johnson for civil legal services. Eric has many years of experience working with local governments and he has assisted South Ogden with several bonds, as bond counsel. Staff will review the cost/benefits of this decision over the next 12-24 months to insure that the benefits anticipated are being realized. Staff recommends approval of Resolution 21-02.
- **Resolution 21-03 – Approving an Agreement for Prosecutorial Services.** Similar to the city's civil legal needs, given the retirement of Mr. Bradshaw, the city's prosecution legal needs were also analyzed. The recommendation is that the city contract these services to Dee Smith. Dee is a full-time prosecuting attorney for Weber County and has agreed to provide our prosecution services in accordance with this agreement. In the event that Dee is out of town or unable to attend court, one

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of his colleagues in his office will be able to cover for him. Staff recommends approval of Resolution 21-03.

- **Resolution 21-04 – Approving an Agreement with Axon.** The police department has been planning for the replacement of their Tasers in fiscal year 2022. In gathering pricing from Axon, it was discovered that, given current year-end promotional discounts and new year price increases, the city could realize significant savings if the purchase was made before the end of the year. The purchase agreement includes replacement of 25 Tasers, training, and video data storage and management. It is a five year agreement with the payments being: Year 1 = \$4,362.50, Years 2-5 = \$18,000. Chief Parke will be able to answer questions related to this agenda item.

ARTS COUNCIL MEETING

- **RAMP Grant Applications** – This will be the opportunity for the Arts Council to affirm the request for the city to submit two RAMP grants through the Arts and Museums portion of the funding. The recommendation is that the city request \$10,000 for South Ogden Days and \$25,000 to be used for the purchase and installation of the Kit Carson Memorial Monument at Friendship Park.

CDRA MEETING

- **Resolution 21-01 - Transfer of property.** The city council recently declared a parcel of property on Wasatch Drive that the city owns and has been using as a storm drain detention basin as surplus. The property was then transferred to the CDRA with direction to the CDRA to move forward in disposing of the property for the development of new housing. There was also a promissory note attached to the transfer of ownership that requires, in the event the property is sold, the CDRA send the proceeds from the sale to the City's General Fund.

This resolution transfers ownership of the parcel of property to Heavy T, LLC. This transfer is contingent upon Heavy T developing a new housing project of at least 25 residential units, and acceptance of the obligations associated with storage and maintenance of the storm water system on this property. In the event Heavy T does not comply with the conditions of the property transfer, ownership will revert back to the CDRA. The transfer also states that in the event the construction of the underground storm water detention system is less than the appraised fair market value of the property (\$480,000), Heavy T will pay the Agency the difference.

Staff will review the project and agreement during the meeting. Please contact me if you have any questions about this agenda item.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL WORK SESSION

TUESDAY, JANUARY 5, 2021

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, January 5, 2021. 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. The meeting will also be streamed live over www.facebook.com/southogdencity.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

II. REVIEW OF AGENDA

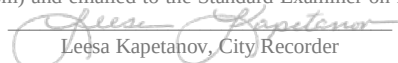
III. DISCUSSION ITEMS

- A.** Discussion on Definition of Story
- B.** Discussion on Open Space Requirements

IV. ADJOURN

Posted to the State of Utah Website December 31, 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 December 31, 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.

STAFF REPORT



SUBJECT: Proposed Changes to Zoning Code to Clarify the Definition of a “Story” and Add a Definition of Basement (TABLED ITEM)

AUTHOR: Mark Vlasic

DEPARTMENT: Planning

DATE: January 5, 2021

BACKGROUND

This item was tabled by the City Council during their meeting held on November 17, 2020. Staff was requested to review the proposed definitions and changes in light of the questions and concerns raised during the meeting.

ANALYSIS

Staff reviewed the recording of discussions from the November 17th meeting, and identified the following key issues:

- What is the grade plane and what role does it play in establishing building height?
- What is the average grade?
- What are half-stories and how do they impact building height?
- Total height – why isn’t it established in the form-based code areas? Wouldn’t this provide a better sense of how high the buildings can be?
- How would the proposed changes affect the project on 40th Street?

Staff has since reviewed similar definitions used by other Wasatch Front communities, discussed practical application of similar ordinances with local architects and planners, reviewed the zoning ordinance for inconsistencies, and conducted additional web research to better understand standards and practices.

DISCUSSION

A) PLANNING COMMISSION PROPOSED DEFINITION CHANGES AND ADDITIONS

DEFINITION OF STORY AND RELATED DEFINITIONS

10-5.1A-10-5: DEFINITIONS

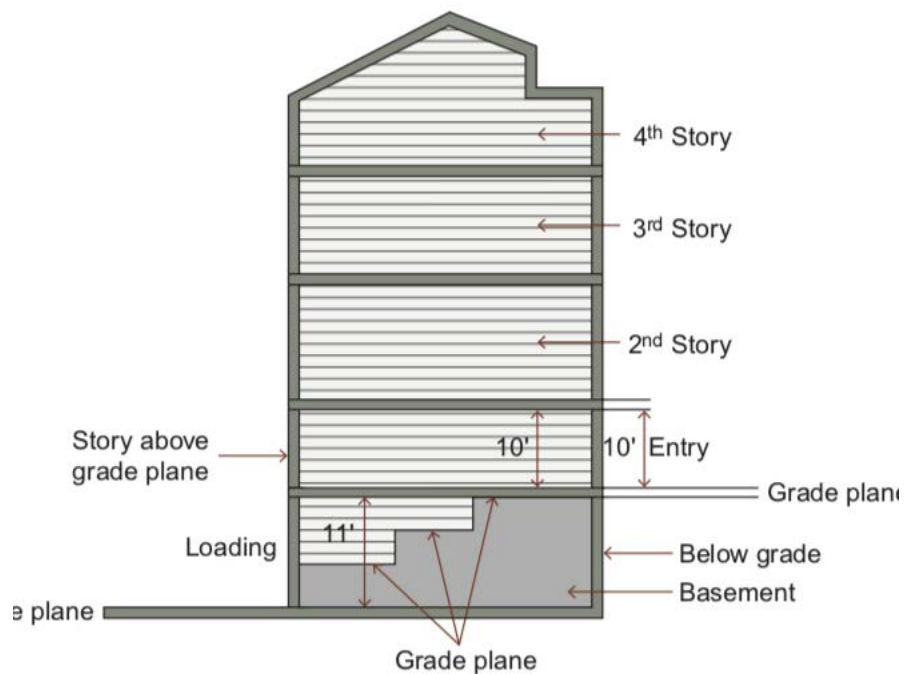
STORY: The portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

GRADE PLANE: A reference plane representing the average of the finished ground level adjoining the building at exterior walls.”

HABITABLE LEVEL: The area within a building that is measured from finished floor to finished floor.

STORY, HALF: A story that is partially below and partially above the grade plane on the front facade, or a story fully within the roof structure with transparency facing the street.

BASEMENT: A level that is completely below grade so as not to be visible on the front façade of a building. A basement shall not be counted as a story, for purposes of height measurement.



A) MODIFICATION OF DEFINITIONS PRESENTED TO CITY COUNCIL ON NOVEMBER 17, 2020

10-5.1A-10-5: DEFINITIONS

10-5.1B-10-5: DEFINITIONS

~~STORY: A habitable level within a building measured from finished floor to finished floor.~~

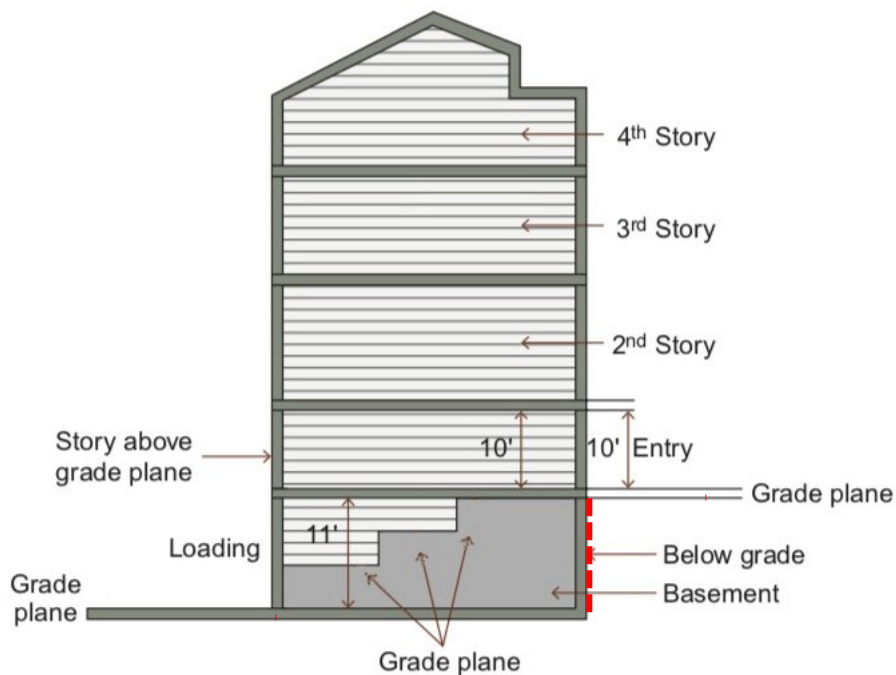
STORY: The portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. The story height of a building shall be as measured at the street facing façade of the building, or where the building does not face a street, at the front of the building.

GRADE PLANE: A reference plane representing the average of the finished ground level adjoining the building at exterior walls.

~~STORY, HALF: A story either in the base of the building, partially below grade and partially above grade, or a story fully within the roof structure with transparency facing the street.~~

STORY, HALF: A story that is partially below and partially above the grade plane on the front facade, or a story fully within the roof structure with transparency facing the street.

BASEMENT: A level that is at least 90% below grade as measured at the front façade of a building. A basement shall not be counted as a story, for purposes of height measurement.



B) PROPOSED MODIFICATONS TO DEFINITIONS (01/05/2020)

10-5.1A-10-5: DEFINITIONS

~~STORY: A habitable level within a building measured from finished floor to finished floor.~~

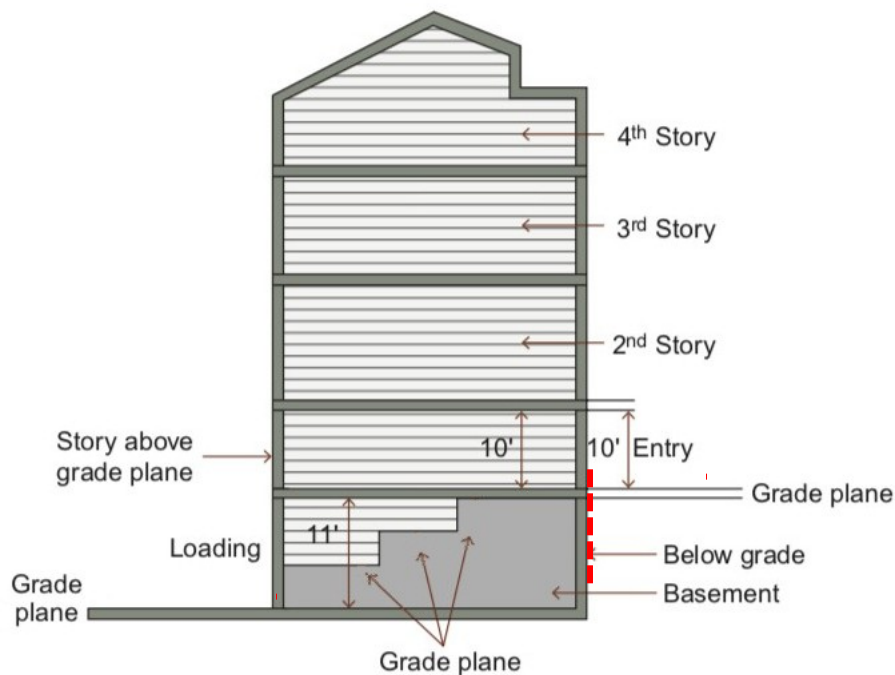
STORY: The portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. The story height of a building shall be as measured from the average front façade grade plane elevation at the street facing façade of the building. Where the building does not face a street, the story height of a building shall be as measured from the average façade grade plane elevation at the front of the building.

GRADE PLANE: A reference plane representing the average of the finished ground level adjoining the building at exterior walls.

~~STORY, HALF: A story either in the base of the building, partially below grade and partially above grade, or a story fully within the roof structure with transparency facing the street.~~

STORY, HALF: A story that is partially below and partially above the grade plane on the front facade, or a story fully within the roof structure with transparency facing the street.

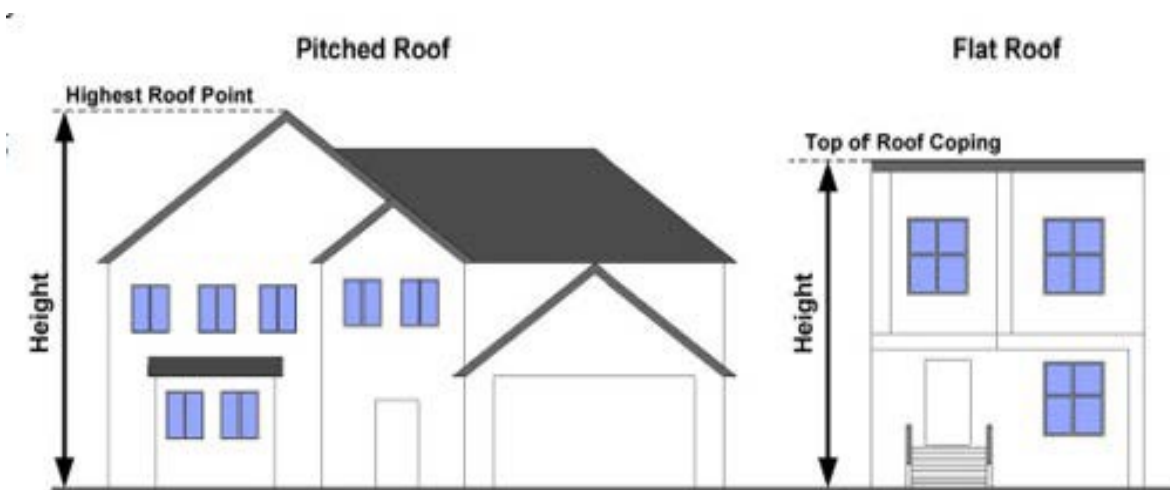
BASEMENT: A level that is at least 90% below grade as measured at the front façade of a building. A basement shall not be counted as a story, for purposes of height measurement.



C) PROPOSED BUILDING HEIGHT DEFINITIONS

BUILDING HEIGHT: the average maximum vertical height of a building or structure measured at a minimum of three equidistant points from finished grade to the highest point on the building or structure along each building elevation.

Building height is measured from finished grade located within 4 feet of the foundation wall to the highest point on the building or structure. The standard practice when calculating building height is to identify the highest point on the building or structure, excluding architectural elements such as chimneys, flag poles, skylights, etc., and draw a line parallel to the finished grade shown on the elevation plans. This definition applies to all chapters of Title 10 of the City Code, excluding **Chapter 5.1 Form Based Code**.



Since story heights in **Chapter 5.1 Form Based Code** vary, building height is calculated by adding the heights of each story expressed in feet, plus roof height not encompassed by the calculated stories and half-stories. Architectural elements such as chimneys, flag poles, skylights, etc. are also not included in this calculation.

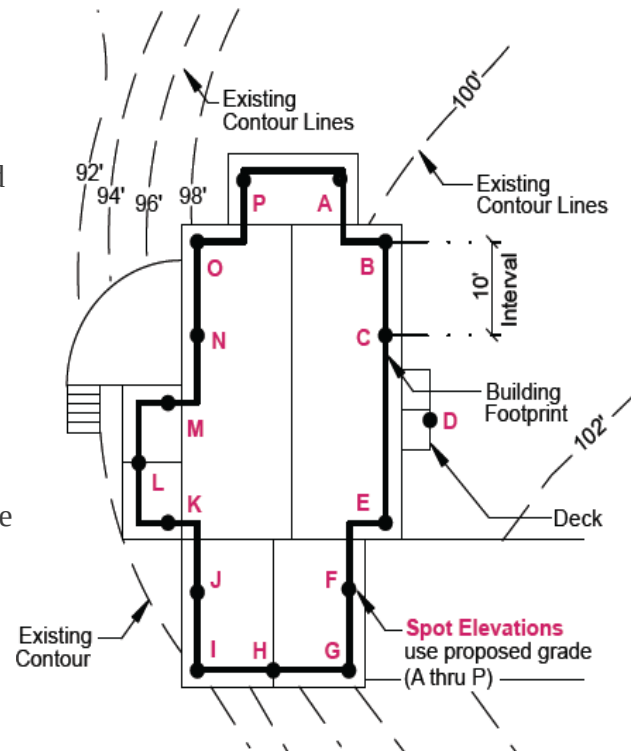
D) HOW TO CALCULATE MAXIMUM BUILDING HEIGHT ON SLOPING SITES

BUILDING HEIGHT ON SLOPED SITES:

The building height is measured from the average finished grade to the highest point on the building. To calculate the average finished grade:

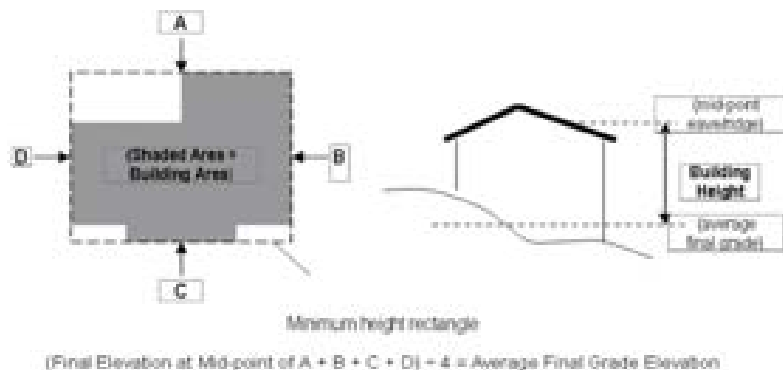
Step 1. Provide an accurate drawing of the building footprint on the site. Show the existing topography using contour lines at 2' intervals.

Step 2. Show points on the drawing around the building footprint. A minimum of 3 equidistance points per elevation. For each point provide spot elevations of the topography as it exists at the time of permit application.



Step 3. Add up all of the spot elevations and divide by the quantity of those spot elevations. This gives you your average grade plane.

An alternative method is to draw the smallest rectangle possible that encompasses the entire building area and average the elevations at the midpoint of each side of the rectangle. Building height shall be measured as the vertical distance from the average grade plane elevation to the highest point of the coping of a flat roof, or the deck line of a mansard roof, or to the average height of the highest gable of a pitch or hip roof.



E) PROPOSED CHANGES TO FORM-BASED CODE (10/05/2020)

TITLE 10, CHAPTER 5.1A-5-2/TITLE 10, CHAPTER 5.1B-5-2: EXPLANATION OF BUILDING TYPE STANDARDS

B. Height: The following explains the line item requirements for each building type table in sections 10-5.1A-5-3 through 10-5.1A-5-8 of this section 10-5.1A-5 within the second section of each table entitled "Height".

1. **Minimum Overall Height:** The minimum overall height for the building shall be located within the build-to zone; stories above the required minimum height may be stepped back from the facade.
2. **Maximum Overall Height:** The sum of a building's total number of stories represented in feet, plus the height of the roof not encompassed by the calculated stories and half-stories, combined.
 - a. Half stories are located either completely within the roof structure with street facing windows or in a visible basement exposed a maximum of one half-story above grade.
 - b. A building incorporating both a half story within the roof and a visible basement shall count the height of the two (2) half stories as one full story.
 - c. Some building types require a building facade to step back as its height increases. If required, the upper stories of any building facade with street frontage shall be set back a designated amount beyond the building facade of the lower stories.
3. **Ground Story and Upper Story, Minimum and Maximum Height:** (Refer to figure 5.2(3), "Measuring Height", of this subsection B3.) Each frontage type includes a permitted range of height in feet for each story. Additional information is as follows:
 - a. Floor height is measured in feet between the floor of a story to the floor of the story above it.
 - b. Floor height requirements apply only to street facing facades.
 - c. For single-story buildings and the uppermost story of a multiple-story building, floor to floor height shall be measured from the floor of the story to the tallest point of the ceiling.

CLARIFICATION OF OPEN SPACE REQUIREMENTS

10-5.1A-6-1

B. General Requirements: Development of parcels over five (5) acres shall provide either five percent (5%) total lot size as parks, ~~civic open space~~, or pay park impact fees. The applicant ~~Developer~~ shall work with

City to determine which option is best for the city and the appropriate location of the open space if applicable.

For parcels under five (5) acres, impact fees ~~and other funding will~~ apply. ~~be used as mechanisms to ensure adequate civic open space will be provided.~~

COMMENTS:

- A. Discussions with local impact fee expert confirms that is is acceptable for South OGDEN to provide options for meeting park needs as listed above, as long (1) the city does not require both, and (2) established impact fee rates apply.
- B. It is also acceptable for the city to select the option that best meets its park/open space needs and policies.
- C. Regarding the possibility of increasing the proportion of the site that the developer-is required to provide from five-percent to ten-percent, for example), it is possible as long as the increase is not so excessive as to be significantly more costly than the value of the impact fees.

- a. Examples:

Five-acre site @ 20 units per acre = 100 residential units
100 units x \$1000 (sample impact fee) = \$100,000

Five-acre site, 5% of site provided as park = 0.25 acre or 10,890 sf
typical acquisition development costs of a park = \$500,000 acre
¼ acre park value = \$125,000 = highest \$ value to city

Implications:

- Project density determines value of impact fee option (higher density = higher impact fees);
- Value of a developer-provided park is a function land value and improvements. Land value is set, while improvement value depends on quality negotiated and approved by the city;
- South Ogden must also weigh the value of small, developer=provided parks versus banking impact fees in order to purchase and develop larger parks to serve the project and city as a whole.
- Small parks are much more expensive and difficult to maintain than larger parks.

C. Community ~~Exterior~~ Spaces and ~~Site Furnishings~~ Amenities Required

Commercial developments with more than ~~thirty-five thousand (20,000) square feet~~ of floor area, residential developments in excess of ~~twenty-five (25) units~~, or mixed developments determined by the Design Review Committee to be equivalent to the commercial/residential thresholds listed ~~above~~, shall provide ~~outdoor~~-~~exterior community~~ spaces and ~~public~~ amenities that enhance these developments as centers of community activity. The ~~se~~-outdoor spaces and amenities provided shall at a minimum consist of the following:

- a) Safe and attractive passenger drop-off/pick-up points that are integrated with traffic patterns on the site; ~~and~~ .
- b) At least ~~three (3) of the following amenities or features~~ designed and constructed of materials that match the principal structure and linked by sidewalks to the principal structure as follow:
 - i) ~~A p~~Public patio/seating area at least 800 square feet in area that includes ~~s~~ coordinated seats, furnishings, specialty landscape features and lighting;
 - ii) ~~A p~~Pedestrian plaza at least 1,600 square feet in area that includes coordinated seating, furnishings, specialty landscape features and lighting elements;
 - iii) ~~A p~~Play areas at least 1,600 square feet in area that includes ~~s~~ -coordinated commercial-grade play equipment, safety surfacing, fencing and similar features suitable for play activities;
 - iv) An informational kiosk area, water feature, clock tower, public sculpture or environmental art installation; ~~and~~ ~~nd~~
 - v) ~~Any o~~Other park, open space or focal features approved by the Design Review Committee.

COMMENTS:

A) These requirements are not parks. They are public spaces and amenities that are required as part of the terms of development to enhance the public realm and offset the impacts of development. They are intended to be usable and accessible by the public.

B) The provision of private parks, open spaces and amenities, including swimming pools, tennis courts, dog walking areas, resident-only patios and similar private amenities is ultimately a decision of the applicant developer.

C) The number, type and extent of the required public spaces and amenities listed above can be increased as deemed acceptable by the City Council.

10-5.1B-6-1

~~B. General Requirements: Development of parcels over five (5) acres shall provide five percent (5%) total lot size as civic open space, or pay park impact fees. Developer shall work with City to determine which option is best and the appropriate location of open space if applicable. For parcels under five (5) acres, impact fees and other funding will be used as mechanisms to ensure adequate civic open space will be provided.~~

~~C. Community Spaces and Site Furnishings~~

Commercial developments with more than thirty-five thousand (20,000) square feet of floor area, residential developments in excess of twenty-five (25) units, or mixed developments determined by the Design Review Committee to be equivalent to the commercial/residential thresholds listed, shall provide outdoor spaces and public amenities that enhance these developments as centers of community activity. These outdoor spaces and amenities provided shall at a minimum consist of the following:

Safe and attractive passenger drop-off/pick-up points that are integrated with traffic patterns on the site.

At least three (3) of the following amenities or features designed and constructed of materials that match the principal structure and linked by sidewalks to the principal structure as follow:

Public patio/seating area at least 800 square feet in area that include coordinated seats, furnishings, specialty landscape features and lighting;

Pedestrian plaza at least 1,600 square feet in area that includes coordinated seating, furnishings, specialty landscape features and lighting elements;

Play areas at least 1,600 square feet in area that include coordinated commercial-grade play equipment, safety surfacing, fencing and similar features suitable for play activities;

An informational kiosk area, water feature, clock tower, public sculpture or environmental art installation; and

Other park, open space or focal features approved by the Design Review Committee.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, JANUARY 5, 2021

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, January 5, 2021. 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/southogdencity.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

- A. **Call to Order** – Mayor Russell Porter
- B. **Prayer/Moment of Silence** -
- C. **Pledge of Allegiance** – Brent Strate

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

III. RESPONSE TO PUBLIC COMMENT

IV. RECOGNITION OF SCOUTS AND STUDENTS

V. CONSENT AGENDA

- A. Approval of December 15, 2020 Council Minutes

VI. DISCUSSION / ACTION ITEMS

- A.** Consideration of **Resolution 21-01** – Approving a County Wide Urban Search and Rescue Agreement
- B.** Consideration of **Resolution 21-02** – Approving an Agreement with Eric Johnson for Legal Services
- C.** Consideration of **Resolution 21-03** – Approving an Agreement with Dee Smith for Prosecutor Services
- D.** Consideration of **Resolution 21-04** – Approving an Agreement with Axon for Tasers

VII. RECESS CITY COUNCIL MEETING AND CONVENE INTO SOUTH OGDEN CITY ARTS COUNCIL
See separate agenda

VIII. ADJOURN ARTS COUNCIL MEETING AND RECONVENE CITY COUNCIL MEETING

IX. RECESS CITY COUNCIL MEETING AND CONVENE INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) BOARD MEETING

X. ADJOURN CDRA BOARD MEETING AND RECONVENE AS SOUTH OGDEN CITY COUNCIL

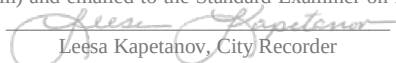
XI. REPORTS/DIRECTION TO CITY MANAGER

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

XII. ADJOURN

Posted to the State of Utah Website December 31, 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 December 31, 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, DECEMBER 15, 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, and Jeanette Smyth
Note: Council Member Smyth joined the meeting via the Microsoft Teams meeting app.

COUNCIL MEMBERS EXCUSED

Council Member Howard

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Assistant City Manager Doug Gailey, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Park, Adam Long, CDRA Attorney, and Special Events Coordinator Jamie Healy

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

OTHERS PRESENT

CDRA Attorney Adam Long and Consultant Fred Philpot from Lewis, Young, Robertson, and Burningham joined the meeting electronically

CITIZENS PRESENT

No one else attended this meeting

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

https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC201215_1702.mp3
or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- Mayor Porter called the meeting to order at 5:02 pm and asked for a motion to convene

00:00:00

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

II. REVIEW OF AGENDA

- Members of the council asked several questions about the CRA Area, which Mr. Long answered

00:00:26

III. DISCUSSION ITEMS

A. Discussion on Sustainability Model with Fred Philpot, Lewis, Young, Robertson, and Burningham

- Overview 00:09:45
- Presentation 00:16:12
- Questions/Discussion 00:31:02

IV. ADJOURN

At 6:00 pm, Mayor Porter called for a motion to adjourn the work session.

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

00:56:25

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, and Jeanette Smyth Note: Council Member Smyth joined the meeting via the Microsoft Teams Meeting App.

COUNCIL MEMBERS EXCUSED

Council Member Howard

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, City Attorney Ken Bradshaw, Finance Director Steve Liebersbach, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Parke, Special Events Coordinator Jamie Healy, and Recorder Leesa Kapetanov

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

OTHERS PRESENT

Ben Bailey and Marcus Arbuckle from Keddington & Christensen, joined the meeting via Microsoft Teams

CITIZENS PRESENT

No one else attended this meeting.

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

https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC201215_1802.mp3

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

I. OPENING CEREMONY

A. Call To Order

- At 6:02 pm, Mayor Porter called the meeting to order and asked for a motion to convene
00:00:00

Council Member Orr so moved. The motion was seconded by Council Member Strate. In a voice vote Council Members Orr, Strate, Stewart, and Smyth all voted aye.

105
106 **B. Prayer/Moment of Silence**

107 The mayor led those present in a moment of silence.
108

109 **C. Pledge Of Allegiance**

110 Council Member Orr led the Pledge of Allegiance.
111
112

113 **II. PUBLIC COMMENTS**

114 No one else attended the meeting in person. The mayor left public comment open until 6:10 pm for
115 those attending online. 00:01:10
116
117

118
119 **III. RESPONSE TO PUBLIC COMMENT**

120 Not applicable at this time
121
122

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

124 No scouts or students were present.
125
126

127 **V. CONSENT AGENDA**

128 **A. Approval of November 30, 2020 Special Council Meeting and December 1, 2020 Council**
129 **Meeting Minutes**

- 130 • Mayor Porter read the items on the consent agenda and asked if there were any comments.
131 Council Member Stewart requested the minutes be considered separately. She then pointed
132 out Council Member Strate was listed as present at the December 1 work session; however,
133 he was not. 00:01:30
134

- 135 • The mayor called for a motion to approve the November 30, 2020 Special Council Meeting
136 minutes 00:02:15
137

138 **Council Member Smyth so moved, followed by a second from Council Member Orr.**
139 **Council Members Orr, Strate, and Smyth voted aye. Council Member Stewart abstained**
140 **because she was not in attendance.**
141

- 142 • The mayor called for a motion to approve the minutes for the December 1, 2020 Council
143 meeting with the change pointed out by Council Member Stewart
144

145 **Council Member Orr so moved. The motion was seconded by Council Member Strate.**
146 **The voice vote was unanimous in favor of the motion.**
147 00:02:37
148

149 **VI. AUDIT REPORT**

150 Ben Bailey and Marcus Arbuckle, Keddington & Christensen

151 • Overview 00:03:09

152 • Report 00:04:32

153

154 • Mayor Porter asked if there had been any online public comments. No comments had been

155 made. 00:11:350

156

157

158

159

160 **VII. PUBLIC HEARING**

161 To Receive and Consider Comments on Proposed Amendments to FY2021 Budget

162 • The mayor called for a motion to open the public hearing for the reason stated

163 00:12:00

164

165 **Council Member Smyth moved to open the public hearing. Council Member Orr seconded the**

166 **motion. In a voice vote, all present voted aye.**

167

168 • Since there was no one in the audience, the mayor announced the public hearing would remain

169 open until 6:20 to receive online comments, but they would go ahead and close the public hearing

170 in the meeting. He called for a motion to do so.

171

172 **Council Member Orr moved to close the public hearing in the meeting, but keep online comment**

173 **for the public hearing open until 6:20 pm. The motion was seconded by Council Member Strate.**

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

175

176

177

178 **III. DISCUSSION/ACTION ITEMS**

179 **A. Consideration of Resolution 20-35 – Amending the FY2021 Budget**

180 • Overview 00:13:06

181 • Mayor Porter announced no online public comments concerning the budget had been

182 submitted. He then called for a motion to approve Resolution 20-35.

183

184 • Motion 00:22:54

185 **Council Member Smyth so moved, followed by a second from Council Member Strate. The**

186 **mayor asked if there was further discussion. No one responded. He called the vote:**

187

188 **Council Member Orr- Yes**

189 **Council Member Strate- Yes**

190 **Council Member Stewart- Yes**

191 **Council Member Smyth- Yes**

192

Resolution 20-35 was adopted.

193 **B. Consideration of Ordinance 20-25 – Approving the 2021 City Council Meeting Schedule**

- 194 • Overview 00:23:27
- 195 • Discussion There was no discussion on this item
- 196 • Motion 00:23:56

197

198 **Council Member Orr moved to approve Ordinance 20-25. Council Member Stewart**

199 **seconded the motion. Mayor Porter asked if there was any further discussion, and seeing**

200 **none, he called the vote:**

201

202 **Council Member Stewart- Yes**

203 **Council Member Strate - Yes**

204 **Council Member Smyth - Yes**

205 **Council Member Orr - Yes**

206

207 **The motion carried.**

208

209

210 **C. Consideration of Ordinance 20-26 – Amending the City Center CRA Plan**

- 211 • Overview 00:24:13
- 212 • Discussion There was no discussion on this item
- 213 • Motion 00:25:38
- 214

215 **Council Member Smyth moved to approve Ordinance 20-26, followed by a second from**

216 **Council Member Strate. There was no further discussion. Mayor Porter called the vote:**

217

218 **Council Member Strate- Yes**

219 **Council Member Smyth- Yes**

220 **Council Member Orr- Yes**

221 **Council Member Stewart - No**

222

223 **Ordinance 20-26 was approved.**

224

225

226

227 **D. Discussion/Direction on RAMP Grant Applications**

- 228 • Overview 00:26:18
- 229 • Discussion 00:33:02
- 230 • The council instructed staff to apply for two monuments to be installed as part of a *Heritage*
- 231 *Trail* located in Friendship Park. They could then apply for more monuments each year.
- 232
- 233

- 234 • Mayor Porter indicated it was time to enter into a Community Development and Renewal Agency
- 235 (CDRA) Board Meeting. He called for a motion to do so.
- 236

01:02:40

Council Member Stewart moved to enter into a CDRA Board Meeting. Council Member Orr seconded the motion. Council Members Orr, Strate, Stewart, and Smyth all voted aye.

IX. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

See separate agenda

VIII. RECONVENE CITY COUNCIL MEETING

Motion from CDRA Meeting:

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

01:08:28

IX. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Smyth - 01:08:42
- Council Member Strate - 01:09:28
- Council Member Stewart - 01:11:20
- Council Member Orr - 01:11:58

B. City Manager 01:17:37

C. Mayor Porter 01:32:34

D. City Attorney 01:34:43

X. ADJOURN

At 7:38 pm, Mayor Porter called for a motion to adjourn.

01:36:36

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

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council Work Session and Council Meeting held Tuesday, December 15, 2020.


Kapetanov, City Recorder

Leesa
Date Approved by the City Council

STAFF REPORT



SUBJECT: Urban Search & Rescue Agreement
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: January 5, 2021

RECOMMENDATION

City Staff is recommending that the Mayor and City Council approve the Urban Search & Rescue Agreement.

BACKGROUND

Over the last year, the fire chiefs within Weber County have worked on the development of formalizing a singular Urban Search and Rescue Team throughout Weber County. To fortify the agreement, funding not dependent upon inconsistent federal grants was necessary. Working with the Weber County Commission we have agreed upon using the County Paramedic Funding mechanism to provide annual reoccurring funding for this program.

ANALYSIS

- Six Fire Departments [Ogden City (9), Roy City (3), South Ogden City (3), Riverdale City (9), Weber Fire District (9), and Northview Fire District (3)] will make up the team of 36 members.
- They will train and certify all members in advanced technical rescue skills.
- The 3 departments with 9 members will also support the team by each having a response area they serve with these services throughout the County.
- The 3 departments with 3 members will augment team activities within their jurisdictions with technical rescue capabilities.
- Payment to the six providers will include amounts for vehicles provision/support, training, personnel stipends, vehicle maintenance, and equipment.
- The total cost for this technical rescue team is set at \$285,300 annually for the next five years.
- County Commissioners will serve as the Governing Board while the administrative staff of each fire department will serve as an Advisory Committee.

Collectively the six involved Fire Chiefs and their departments have asked for a five-year agreement to mold and develop the delivery of one team through this coordinated effort and it is believed by all chiefs to be the best method to deliver a rarely used but highly technical emergency skill that none of us can become as proficient as we would on our own.

SIGNIFICANT IMPACTS

South Ogden will receive monies for our 3 members that are currently on the USAR team. We will be working closely with our neighboring agencies to provide the highest level of service as it relates to USAR emergencies.

ATTACHMENTS

Urban Search & Rescue Agreement

RESOLUTION NO. 21-01

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SOUTH OGDEN CITY AND VARIOUS WEBER COUNTY CITIES, AND WEBER COUNTY, TO PROVIDE COORDINATED URBAN SEARCH AND RESCUE SERVICES THROUGH CONTRACTORS; AUTHORIZING THE CITY MANAGER TO SIGN SUCH AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1- RECITALS

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

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

WHEREAS, the City Council finds that under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., Utah Code Ann., 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another that will benefit their citizens and make the most efficient use of their resources; and,

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

WHEREAS, the City Council finds that in conformance with UC §11-13-1, the City may enter into Interlocal Cooperation Agreements; and,

WHEREAS, the City Council finds that UC §11-13-5 requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements may become effective; and,

WHEREAS, the City Council finds that Weber County, Ogden City Corporation, Riverdale City Corporation, Weber Fire District, North View Fire District, and South Ogden City Corporation, ("Parties") have negotiated an Agreement for the provision of an Urban Search and Rescue Team Agreement; and

WHEREAS, the City Council finds that the Parties find that mutual benefit and cost effective provision of these much needed services and funds can be achieved through this Interlocal Agreement; and,

WHEREAS, the City Council finds that signing and supporting the Agreement is in the best interest of the citizens of South Ogden; and,

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

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

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

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

The Governing Body of South Ogden City, State of Utah, adopts and authorizes entry into the attached "Interlocal Cooperation Agreement For Urban Search And Rescue Team Between Weber County And Fire Service Providers" (**Attachment "A"**); and authorizes the City Manager to sign any documents necessary to consummate said agreement; and, authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to sign such arrangements for the City.

The foregoing recitals are incorporated herein.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4 - SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 5th day of January, 2021, 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 5th day of January, 2021.

SOUTH OGDEN CITY

Russell
Porter Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 21-01

A Resolution Approving And Authorizing The Execution Of An Interlocal Agreement Between South Ogden City And Various Weber County Cities, And Weber County, To Provide Coordinated Urban Search And Rescue Services Through Contractors; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

05 Jan 21

INTERLOCAL COOPERATION AGREEMENT FOR URBAN SEARCH AND RESCUE TEAM BETWEEN WEBER COUNTY AND FIRE SERVICE PROVIDERS

This Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act (U.C.A. 11-13-101 et. Seq., as amended), by and between Weber County, a public corporation of the State of Utah, hereinafter referred to as the “County”, and Ogden City Corporation, Riverdale City Corporation, municipal corporations for the State of Utah, Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as “Contractors”, and North View Fire district, a political subdivision of the State of Utah, Roy City Corporation, South Ogden City Corporation, municipal corporations of the State of Utah, hereinafter referred to as “Sub-Contractors”, with County, Contractors, and Sub-contractors hereinafter referred to jointly as “Parties” or individually as “Party.”

WITNESSETH

WHEREAS, in order to provide specialized Urban Search and Rescue (“USAR”) services to include but not be limited to, confined space, high angle/advanced rope, trench and excavation, swift and ice water, wilderness, structural collapse, complex vehicle and machinery extrication, to the residents of Weber County, it is essential to continue to develop the capability, expertise, and resources to handle situations where such rescues could occur; and

WHEREAS, the Parties hereto are desirous to work in conjunction to respond to situations where there is a unique and/or complex rescue situation within Weber County and work together in the operation of the Weber County Urban Search and Rescue Team (“USAR Team”).

WHEREAS, this Agreement is intended to “enhance” but not replace any existing search and rescue efforts by any other entity.

NOW, THEREFORE, upon mutual promises and other good and satisfactory consideration, the Parties agree as follows;

SECTION ONE PURPOSE OF AGREEMENT

The purpose of this Agreement is to furnish and provide USAR services by the Contractors and Sub-Contractors throughout Weber County in a coordinated and efficient fashion, to provide for the use of certain County issued equipment by the Contractors, to provide payment for specialized technical rescue training and certifications, and to provide stipends for Contractors and Sub-Contractors.

This Agreement will define the obligations and responsibilities of the Parties hereto with respect to the provision of USAR services in Weber County.

SECTION TWO TERM OF AGREEMENT

This Agreement is effective 12:01 a.m. on January 1, 2021, and will continue through 12:01 a.m., on December 31, 2025; provided, any Party may terminate the Agreement by giving (1) year prior written notice to the other Parties.

SECTION THREE OBLIGATIONS OF CONTRACTORS

The Contractors agree as follows:

1. To furnish and provide USAR services within the jurisdictional boundaries of the County through a coordinated and efficient method of deploying those resources necessary to affect a positive outcome for the protection of life and property. The Contractors will determine from time to time proper service areas as determined by closest unit response without respect to individual contractors' jurisdictional boundary so that USAR personnel can arrive at the location needed as soon as possible during an emergency response.
2. Each Contractor will maintain a USAR Team of a minimum of nine trained and certified technical rescue personnel of their respective existing firefighter personnel to perform the USAR services when needed.
3. County shall provide equipment and vehicles to Contractors for the purpose of providing USAR services. Contractors agree to return said equipment and vehicles at the expiration of their useful life or upon expiration or termination of this Agreement, whichever occurs first. Contractors agree that they shall maintain the safe keep and keep in good repair all County issued equipment and vehicles.
4. Contractors shall provide the County with a current inventory of equipment that is designated to provide USAR services under this agreement whether said equipment was provided by Contractor, County, or other sources.
5. Each Contractor will operate their portion of the County USAR Team from the following respective locations: Ogden City (Fire Station #2, 1185 East 21st Street), Riverdale City (Fire Station #41, 4334 Parker Drive), and Weber Fire District (Fire Station #66, 3641 West 2200 South).
6. Each Contractor agrees to coordinate with the other Contractors and Sub-Contractors on the provision of service, joint training, and maintain a working relationship so that the USAR Team operates seamlessly as one team amongst the six participating fire departments.
7. Contractors agree to receive all USAR dispatch requests through the Weber Area Dispatch 911 and Emergency Services District ("911 District") and to participate on the 911 District's Operations Advisory Committee to coordinate dispatch protocols for technical rescue incidents. Contractors will maintain emergency radio communication with the 911

District and any other search and rescue field personnel within Weber County.

8. Contractor(s) will make available one each USAR company comprised of Contractor's personnel who are trained or being trained as USAR Team members with the minimum number of personnel (Ogden City three, Riverdale City three, and Weber Fire District two) on duty 24 hours a day, 7 days a week, and 365 days a year. These personnel will respond on USAR incidents as identified by the 911 District's dispatch protocol.
9. Training and Certifications. Each Contractor will assign personnel who are certified, or who are working to become certified, in the following technical rescue disciplines to achieve Technician level according to National Fire Protection Association (NFPA) standards 1006 and 1670: an eighty (80) hour rope rescue class, a forty (40) hour confined space class, a forty (40) hour trench rescue class, a forty (40) swift water/ice rescue class, and a one hundred-twenty (120) hour structural collapse class. It is understood that at any given time personnel are at various stages of completing all these training and certification courses. Each Contractor shall maintain records of their personnel's certifications.
10. Each Contractor shall identify and assign one command staff member ("Contractor Commander") who will be responsible for their respective department's monitoring of their USAR personnel to ensure compliance with this agreement, and to ensure their personnel maintain an appropriate level of USAR competence based on required training, that training requirements are met, and that personnel provide services in a manner that is professional and courteous. The Contractor Commander will attend and actively participate in USAR Team coordination meetings, assist with budget management related to this agreement, and identify areas for improvement or gaps in USAR Team capability. The Contractor Commander will coordinate with County administrative staff to manage Agreement compliance.

SECTION FOUR OBLIGATIONS OF SUB-CONTRACTORS

The Sub-Contractors agree as follows;

1. The following fire departments agree to provide trained and certified USAR personnel to augment the County's USAR Team efforts in USAR rescue incidents in cooperation with Contractor(s) entity response understanding the need for additional specialized trained personnel to effect rescue. Each Sub-Contractor shall have a minimum of three (3) trained personnel.
2. Each Sub-Contractor will operate their portion of the County USAR Team personnel from the following respective locations: Roy City Fire stations #31 and #32 (5051 South 1900 West and 3271 West 5200 South), North View Fire District stations #21 and #22 (315 East 2550 North and 370 West 4300 North), and South Ogden Fire stations #81 and #82 (3950 South Adams Ave. and 5635 Wasatch Drive).
3. Each Sub-Contractor agrees to coordinate with the other Contractors and Sub-Contractors

on the provision of service, joint training, and maintain a working relationship so that the USAR Team operates seamlessly as one team amongst the six participating fire departments.

4. Sub-Contractors agree to receive all USAR dispatch requests through the 911 District and to participate on the 911 District's Operations Advisory Committee to coordinate dispatch protocols for USAR incidents. Sub-Contractors will maintain emergency radio communication with the 911 District and any other search and rescue field personnel within Weber County.
5. Training and Certifications. Each Sub-Contractor will assign personnel who are certified or working to become certified in the following USAR disciplines to achieve Technician level according to National Fire Protection Association (NFPA) standards 1006 and 1670: an eighty (80) hour rope rescue class, a forty (40) hour confined space class, a forty (40) hour trench rescue class, a forty (40) swift water/ice rescue class, and a one hundred-twenty (120) hour structural collapse class. It is understood that at any given time personnel are at various stages of completing all these training and certification courses. Each Sub-Contractor shall maintain records of their personnel's certifications.
6. Each Sub-Contractors shall identify and assign one command staff member ("Sub-Contractor Commander") who will be responsible for their respective department's monitoring of their USAR personnel to ensure compliance with this agreement, and to ensure their personnel maintain an appropriate level of USAR competence based on required training, that training requirements are met, and that personnel provide services in a manner that is professional and courteous. The Sub-Contractor Commander will attend and actively participate in USAR Team coordination meetings, assist with budget management related to this agreement, and identify areas for improvement or gaps in team capability. The Sub-Contractor Commander will coordinate with County administrative staff to manage Agreement compliance.

SECTION FIVE OBLIGATIONS OF THE COUNTY

The County agrees as follows;

1. USAR services have been primarily funded by Federal grant money. It is estimated that the Parties will need \$285,300 each year to provide USAR services. If the Parties do not receive sufficient grant funds to provide USAR services in a given year, the County shall supplement grant funding as outlined below:
 - a. To provide \$100,000 annually for the purchase of USAR vehicles or portions of vehicles to provide for the response of USAR personnel to respond to USAR incidents. The vehicle specifications will be mission capable and designed around the needs of the USAR Team to deliver personnel and technical rescue equipment to rescue incidents. The budgeted funds will be managed annually by the County administrator with input from Contractors to purchase vehicles and to develop a

replacement schedule based on useful and functional life. Contractors shall transfer the title of vehicles into the Contractor's name in order to provide insurance or self-insure against loss or damage for the fair market value of any vehicles purchased with County funds. Contractors will return all County purchased vehicles at the end of their useful life or at the expiration of this Agreement, whichever occurs first. The County shall be responsible for the disposal of the vehicles and other property that is returned to it.

- b. Provide up to \$58,500 annually for the allowance of USAR personnel from the Contractors and Sub-Contractors thirty-six (36) team members to attend USAR specialized training to maintain certifications and stay competent in their knowledge, skills, and abilities of USAR services. These funds will reimburse either additional scheduled hours for those attending training or for their replacement personnel while those already on-duty are released from duty to attend USAR training.
- c. Provide \$64,800 to Contractors and Sub-Contractors for stipends or differentials that they pay to their personnel for becoming USAR Technicians and providing this additional service. This amount represents a \$150 per month differential for each of the thirty-six (36) team members for Contractors and Sub-Contractors.
- d. Provide \$21,000 (\$7000 to each Contractor)) for the maintenance and operation of the three USAR vehicles used to provide Urban Search and Rescue services throughout the County.
- e. Provide \$41,000 for a major durable equipment budget to be utilized by the Contractors for the purchase and replacement of USAR equipment. Each year the Contractor's command staff member and the County administrator will determine the durable equipment expenditures and location assignment. Contractors shall return all durable equipment to the County at the end of their useful life or at the expiration of this Agreement, whichever occurs first.

SECTION SIX GOVERNING BOARD

The Board of Weber County Commissioners shall be the administrator of this agreement pursuant to Utah Code § 11-13-207(1)(a) ("Administrator"). The Administrator shall meet at least biannually and shall oversee the budget, ensure that the County is expending the budget as required by this agreement, ensure that all the Parties to the agreement are following the agreement, review the inventory of USAR equipment annually, and decide, with input from the Advisory Committee, what additional equipment needs to be purchased.

SECTION SEVEN ADVISORY BOARD

The Contractor Commanders and Sub-Contractor Commanders shall form an advisory

committee (“Advisory Committee”) that shall meet at least quarterly to identify training needs and opportunities, equipment needs, grant opportunities, and ways to more efficiently and effectively provide USAR services throughout Weber County. The Advisory Committee shall also decide service area boundaries and maintain the list of USAR equipment.

SECTION EIGHT GRANT FUNDS

1. The State Division of Emergency Services and Homeland Security has defined regions within the state for developing emergency response plans. The Northern Region consists of Davis, Weber, Box Elder, Cache, Morgan, and Rich counties. The coalition within this region is made up of emergency response agencies and disciplines. A Technical Rescue Response Plan was developed by the coalition in 2015. The response plan outlines how organizations will plan, coordinate, and collectively provide service amongst the multiple providers of service in various disciplines. There is a specific response plan for technical rescue services.
2. In 2004 an Interlocal Cooperation Agreement was developed and signed whereby participants within the northern region agreed to mutually cooperate and aid when providers were able. The agreement to commit resources to a requesting party is at the sole discretion of the providing party to determine the availability of requested resources.
3. As members of the coalition a variable amount of annual grants funds may become available to assist with the cost of regional technical rescue services. The State Homeland Security Program (SHSP) supports programs and strategies that address hazard and risk threats. Programs that need planning, organizing, equipment, training to prevent, protect against, mitigate, respond to, and recover from acts of terrorism, and other catastrophic events are eligible for potential grant funds.
4. It is acknowledged that all parties to this agreement will work together to seek grants for the provision of USAR services that occur under this agreement. Grant funds received for any USAR purpose will be deposited into the fund that supports this Agreement. If the terms of the grant do not allow the grant funds to be deposited into the fund that supports this agreement, the Parties will work together to find other ways that the funds can be used to support the purposes of this Agreement. The grant funds received are intended to be treated as revenue for this agreement.

SECTION NINE HOLD HARMLESS

The Contractors and Sub-Contractors agree to indemnify the County from any and all injury, damage, loss, or liability, in any form, resulting from the errors, acts, omissions, negligence or other fault of the Contractors, Sub-Contractors, rescue technicians, drivers, assistants, aides or any other personnel involved in performing USAR skills in training or in rescue operations, or when assisting any individual being provided services that are covered by this Agreement.

SECTION TEN PROVISION OF SERVICES

In the event the Parties decide to provide services outside of Weber County, the Parties will negotiate an agreement with the entity where services will be provided and negotiate compensation for those services.

SECTION ELEVEN MISCELLANEOUS

1. Amendment. This Interlocal Agreement may be modified or amended only by written agreement of the Parties and upon meeting all applicable requirements of the Interlocal Cooperation Act.
2. Assignment. Contractors and Sub-Contractors shall not assign its benefits and/or obligations, under this Agreement, to any other person or legal entity, without the prior written consent of County.
3. Drug Free Workplace. Contractors and Sub-Contractors will maintain a drug free workplace in accordance with Federal regulations.
4. Effective date of Agreement/Passage of Resolution. This Interlocal Agreement shall become effective upon proper execution by each Party in accordance with the Interlocal Agreement Act.
5. Employment Status. Contractors and Sub-Contractors acknowledges and agrees that County will not supply any staff to assist in providing the services provided pursuant to this Agreement and Contractors and Sub-Contractors shall be solely responsible to meet the staffing needs.
6. Entire Agreement. This Agreement shall constitute the entire Agreement between Contractors and Sub-Contractors and County and any prior agreement, understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
7. Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
8. Governing Law. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.
9. No Separate Entity. This Agreement shall not create any separate legal or administrative

entity for the purpose of implementing or administering the terms and conditions of this Agreement.

10. No Third-Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a signatory hereto as provided herein.
11. Privileges and Immunity. All privileges and immunities which surround the activities of governmental entities, officers and employees shall continue in full force and effect.
12. Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this agreement may take effect.

WEBER COUNTY, a public corporation of the
State of Utah

By _____
Gage Froerer, Chair

ATTEST:

CPA, Weber County Clerk/Auditor
APPROVED AS TO FORM:

Dated this ____ day of _____, 2020.

Attorney for Weber County

OGDEN CITY,
A Municipal Corporation

Michael P. Caldwell, Mayor

ATTEST:

City Recorder

Dated this ____ day of _____, 2020.

APPROVED AS TO FORM:

Attorney for Ogden City

RIVERDALE CITY,
A Municipal Corporation

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Riverdale City

Dated this ____ day of _____, 2020.

WEBER FIRE DISTRICT

Chairman of Board

ATTEST:

District Clerk

APPROVED AS TO FORM:

Attorney for District

Dated this ____ day of _____, 2020.

NORTH VIEW FIRE DISTRICT

Chairman of Board

ATTEST:

District Clerk

APPROVED AS TO FORM:

Attorney for District

Dated this ____ day of _____, 2020.

SOUTH OGDEN CITY,
A Municipal Corporation

Mayor

Dated this ____ day of _____, 2020.

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for South Ogden City

ROY CITY,
A Municipal Corporation

Mayor

Dated this ____ day of _____, 2020

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Roy City

BLAISDELL, CHURCH & JOHNSON, LLC

DAVID L. CHURCH
DAVID R. BLAISDELL
ERIC TODD JOHNSON
ROBERT A. PATTERSON
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Via Hand Delivery

5 January 2021

Mayor Russell L. Porter
South Ogden City
3950 Adams Ave., Suite 1
South Ogden City, Utah 84403

Re: Engagement Agreement

Honorable Mayor Porter,

INTRODUCTION

Our law firm specializes in municipal law, including municipal bonds. We are pleased to provide legal services to South Ogden City related to general civil matters, including litigation, administrative proceedings, review of land use applications, ordinance and policy review and drafting, etc. We understand that this engagement is on an “as-needed-basis” and may be terminated at any time by either party with 30 days written notice.

RATES & BILLING

The standard charge for our attorneys will be \$120 per hour. Paralegals will be charged at \$80 per hour. We may involve other attorneys and paralegals or clerks in our office in your matters as deemed appropriate in our sole discretion and judgment.

COSTS

In addition to the hourly rates described above, your City also will pay out-of-pocket costs incurred in your matters. However, costs such as long-distance telephone charges, in-house photocopying, travel costs within the state of Utah, and regular postage are included as part of our attorney’s fees. The costs for which your City will be billed may include process servers, court filing fees (if any), regulatory fees, court reporters, electronic research, statutory witness fees, out-of-state travel expenses (if any), large copying projects by outside vendors, expert witness fees, consultants, investigators, etc.

PAYMENT

We generally bill on a monthly basis and expect clients to see that the invoice is paid in full within 30 days. The invoice will be from ETJLaw, Inc. All unpaid balances beyond 30 days will accrue interest at 12% per Annum. It is the policy to suspend work if a client is 60 days past due in payment and to withdraw from representation if an account becomes 90 days past due.

LIENS

Legal fees and costs are secured by a lien on leases, mineral estates, water rights, real property and personal property which are subject of or connected to the legal services provided, as provided in Utah Code Ann. §38-2-7, or any successor section or common law.

CLIENT DUTIES

Your City and its officials, as the client, agrees to be candid with us. This is particularly important when representing a public body, because at times the decisions of the public body require the approval of more than one person. City officials and personnel will need to cooperate in the preparation for any administrative proceeding, trial or hearings that may arise. Also, City officials and personnel will need to appear on reasonable notice for meetings, such as court appearances and depositions, if any, to pay our bills on time, and to comply with all reasonable requests made in connection with the preparation and presentation of these matters.

COOPERATION/COMMUNICATION

Your cooperation in getting us information and in working with us on your matters can considerably expedite the matters and help reduce attorneys' fees. We will generally send you copies of all correspondence and pleadings sent or received. Call us if you have any questions. We anticipate reporting to your City on a regular basis, as often as daily, if desired, or when events require a report.

NO GUARANTEES OF OUTCOME

We have made no guarantees regarding the final outcome of your matters or about issues that may be decided by an administrative or legislative body or court prior to a final ruling. Statements that we have made or may make regarding the likely outcome or the range of possible outcomes are only our opinions based upon our experience not guarantees of results.

SCOPE OF REPRESENTATION

The specific services for which we have been retained to represent your City are for general civil legal issues of your City. Legal services for municipal bonds will be invoiced at a different rate. Certain aspects of the services to be performed for you will involve our judgment as to technical matters, such as, administrative or legislative proceedings, court schedules, continuances, extensions of time and the use of other attorneys and paralegals. Those matters shall be entrusted to our judgment without the necessity of specific consultation with you. It is disclosed that Mr. David Church and Mr. David Blaisdell are of retirement age and are reducing their respective legal practices. As a result, it is possible that the law firm in which Mr. Eric Johnson practices may change. The City acknowledges that Mr. Johnson may transfer his practice and agrees that as long as the terms of this agreement are not altered that such transfer,

of itself, would not be cause to discontinue or alter the legal services provided by Mr. Johnson and his associates.

CONFIDENTIALITY

Communications with us concerning your matters are generally confidential and are protected from disclosure under attorney-client privilege rules. This privilege is not absolute, and we may be required to reveal information, if necessary, to prevent a crime or fraud. Your privilege of confidentiality can also be lost if you discuss our communications with third parties. Also, this letter of engagement and all information regarding the matter we have been retained for may be shared.

Sincerely yours,
BLAISDELL, CHURCH & JOHNSON, LLC

Eric Todd Johnson

Accepted and agreed this January 5, 2021

South Ogden City, Utah

Russell L. Porter
Mayor

CITY PROSECUTOR SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of December, 2020, by and between South Ogden City ("City") and Dee Smith ("Attorney"). City and Attorney may be referred to collectively within this Agreement as ("Parties").

RECITALS

- A. Criminal law functions include the review and analysis of criminal investigations and charges brought by law enforcement, and the prosecution of those charges. Said charges are limited to misdemeanors and infractions of both local and state laws, and are prosecuted in the City justice court.
- B. Said functions also include meeting with individuals who have been charged in order to discuss their charges and the facts and circumstances thereof. These meetings generally take place at arraignments or pretrial conferences. These conferences, as well as trials, are generally conducted every Monday and Wednesday at the South Ogden City Justice Court. The court schedule is maintained by the court and its clerk, and may be changed as circumstances warrant.
- C. Criminal law is a specialized area of the law. Furthermore, the functions and responsibilities of justice courts continue to increase as the state and district courts place more responsibility upon them.
- D. The City is desirous to continue to meet the increasing needs of its citizens by providing efficient and knowledgeable enforcement of the laws of the City and the State of Utah.

THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties agree as follows:

1. **Recitals.** The RECITALS as set forth above are incorporated herein by this reference.
2. **Duties and Obligations.** The City agrees to the assignment of all criminal law functions of the City to Attorney. Said functions shall include, but not be limited to, the following: Reviewing investigations and charges brought by law enforcement within the City and preparing charging documents as necessary; working in cooperation with law enforcement to enforce the laws of South Ogden City and the State of Utah and to timely and efficiently prosecute violations thereof; attending South Ogden City justice court as scheduled by the court to handle all criminal matters before the court; prosecute bench and jury trials; prosecute trials de novo in the district court; perform legal research to support legal decision-making;

work with the court in scheduling trials, hearings, etc. as necessary.

3. **Qualifications.** Attorney agrees that he is authorized to practice law in the State of Utah, and that he is a member in good standing of the Utah State Bar Association. Attorney agrees that he is trained and competent in the pursuit of the obligations and functions set forth herein.
4. **Supervision.** Attorney shall report to the City Manager or designee in the performance of this agreement.
5. **Compensation.** The City agrees to pay to Attorney monthly fee of \$2,500.00 for the performance of the Agreement to be billed to the City on a monthly basis. Attorney agrees to schedule appropriate coverage for Court cases should he be unavailable at no additional cost to the City.
6. **Termination.** This Agreement may be terminated at any time by either party to this Agreement for any reason, and with thirty (30) days written notice.
7. **Term of Agreement.** The Parties agree this Agreement shall be good for a term of five (5) years and may be renewed for an additional two (2) years at the mutual agreement of the Parties.
8. **Amendments.** This contract may be amended in writing by mutual consent of both parties.

DATED this_____ day of December, 2020.

SOUTH OGDEN CITY

By: Russell L. Porter
Its: Mayor

Dee W. Smith

Attorney

City Council Staff Report



Subject: Taser Contract Approval

Author: Chief Parke

Department: Police

Date: January 25, 2021

Recommendation

The recommendation is to approve a contract with Axon for purchase of 25 Taser devices, holsters, training, software for tracking deployments, and supply of duty and training cartridges for five years.

Background

Axon's Taser devices have been an important part of a S.O.P.D. Officer's use of force options for many years. Tasers help fill the area between empty hand force and deadly force. The leading cause of injury and worker's compensation insurance claims in the department result from physical altercations with violent suspects. Tasers have shown to reduce injury to both Officers and suspects. SOPD deploys a Taser roughly +/- once a month.

In order to maintain this intermediate level of force option, Taser replacement has been part of the Strategic Plan for the 2022 budget. As the 2022 budget preparation began, a Taser replacement quote was obtained.

On December 28, 2020, Axon notified Chief Parke the quote would expire on December 31, 2020. After January 1, 2021, there would be pricing increases, and the discounts in the quote would expire. The price difference would be approximately \$20,000.00 higher on January 1, 2021. In order to lock in the pricing, a signed quote needed to be returned to Taser before December 31, 2020.

City Manager Dixon was consulted. A decision was made to return the signed quote to Axon, and to bring the contract before the council for approval. The signed quote was sent to Taser on December 30, 2020. Taser has confirmed the discounted pricing is locked in.

Analysis

Maintaining an intermediate level of force option for officers is vital. Replacement of Taser devices in the 2022 budget has been part of the Strategic Plan for some time. The contract is for Taser device and holster replacement, training upgrades, recordkeeping software, and cartridge supply for five years. By approving the contract, the council will be taking the opportunity to save approximately \$20,000.00.

The council has the option to pay the full amount now, possibly with funding due to the CARERS Act. There is no funding allocated for this contract in the 2021 budget, Year 1 of the contract.

Significant Impacts

The total cost is \$76,362.50. The expense over 5 years is:

Year 1 (2021 Budget): \$4,362.50

Year 2: \$18,000.00

Year 3: \$18,000.00

Year 4: \$18,000.00

Year 5: \$18,000.00

Attachments

Contract with Axon Enterprise, Incorporated.

Resolution No. 21-04

RESOLUTION OF SOUTH OGDEN CITY AUTHORIZING AN AGREEMENT WITH AXON ENTERPRISES INC. FOR TASERS AND DIGITAL STORAGE, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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

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

WHEREAS, the City Council finds it necessary to address certain Taser and Digital Storage needs within the city; 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 that Axon Enterprises Inc. has demonstrated the professional ability to provide for these services to meet the city's Tasers and Digital Storage needs; and,

WHEREAS, the City Council finds that City now desires to approve these ends by authorizing an agreement with Axon Enterprises Inc.; 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 "Agreement" For The Tasers and Digital Storage Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted For The Provision Of Materials And Services From Axon Enterprises Inc.; 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 not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 5th day of January, 2021, 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 5th day of January, 2021.

SOUTH OGDEN CITY

Russell Porter Mayor

ATTEST:

Leesa Kapetanov, CMC City
Recorder

ATTACHMENT "A"

Resolution No. 21-04

Resolution Of South Ogden City Authorizing An Agreement With Axon Enterprises Inc.
For Tasers And Digital Storage, And Providing That This Resolution Shall
Become Effective Immediately Upon Posting And Final Passage.

05 Jan 21



Axon Enterprise, Inc.'s TASER 7 Agreement

This TASER 7 Agreement ("**Agreement**") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

- 1 **Term.** The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
- 4 **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
- 5 **Shipping.** Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon delivery to common carrier by Axon. Agency is responsible for any shipping charges in the Quote. Shipping dates are estimates only. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's



Axon Enterprise, Inc.'s TASER 7 Agreement

receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

- 8 **Warranty Limitations.** Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 9 **Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.



Axon Enterprise, Inc.'s TASER 7 Agreement

- 10 **Trade-In.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 11 **Product Warnings.** See www.axon.com/legal for the most current Axon product warnings.
- 12 **Design Changes.** Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.
- 13 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 13.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 13.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 13.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
- 14 **Delays.** Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.
- 15 **Proprietary Information.** Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16 **Export Compliance.** Each party will comply with all import and export control laws and regulations.
- 17 **Assignment.** Agency may not assign or transfer this Agreement without Axon's prior written approval.



Axon Enterprise, Inc.'s TASER 7 Agreement

- 18 Governing Law; Venue.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19 Entire Agreement.** This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Enterprise, Inc.'s TASER 7 Agreement

TASER 7 Evidence.com Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end-users.

5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.



Axon Enterprise, Inc.'s TASER 7 Agreement

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.
- 8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
 - 10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;
 - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.



Axon Enterprise, Inc.'s TASER 7 Agreement

- 12 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
 - 12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.
- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.



Axon Enterprise, Inc.'s TASER 7 Agreement

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- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-266572-44186.644TC

Issued: 12/21/2020



Quote Expiration: 12/28/2020

Account Number: 112149

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Travis Cole

Phone: 480-463-2200

Email: tcole@taser.com

Fax: 480-463-2200

PRIMARY CONTACT

Brian Schultz

Phone: (801) 622-2800

Email: bschultz@southogdenpolice.com

SHIP TO

Brian Schultz
South Ogden Police Department - UT
3950 S. Adams Avenue
SOUTH OGDEN, UT 84403
US

BILL TO

South Ogden Police Department - UT
3950 S. Adams Avenue
SOUTH OGDEN, UT 84403
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	25	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	25	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		25	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		50	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		50	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		25	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		25	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		30	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		30	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		75	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		75	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		25	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		25	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	0.00	0.00
Other						
20270	HTC FOCUS+ VIRTUAL REALITY HEADSET		1	999.00	0.00	0.00
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	25	720.00	174.50	4,362.50
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	25	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	25	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	495.00	0.00	0.00
					Subtotal	4,362.50
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	4,362.50

Trade-In Credit

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		25	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	25	720.00	720.00	18,000.00
					Subtotal	18,000.00
					Estimated Tax	0.00
					Total	18,000.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		50	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		50	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	25	720.00	720.00	18,000.00
					Subtotal	18,000.00
					Estimated Tax	0.00
					Total	18,000.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	25	720.00	720.00	18,000.00
					Subtotal	18,000.00
					Estimated Tax	0.00
					Total	18,000.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	25	720.00	720.00	18,000.00
					Subtotal	18,000.00
					Estimated Tax	0.00
					Total	18,000.00
					Grand Total	76,362.50

Discounts (USD)

Quote Expiration: 12/28/2020

List Amount	92,244.00
Discounts	15,881.50
Total	76,362.50

**Total excludes applicable taxes*

Summary of Payments

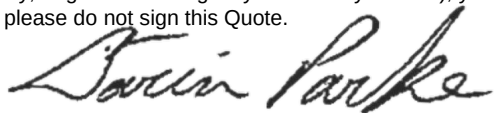
Payment	Amount (USD)
Year 1	4,362.50
Trade-In Credit	0.00
Year 2	18,000.00
Year 3	18,000.00
Year 4	18,000.00
Year 5	18,000.00
Grand Total	76,362.50

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:



Date:

12/30/2020

Name (Print):

Darin Parke

Title:

Chief of Police

PO# (Or write
N/A):

N/A

Please sign and email to Travis Cole at tcole@taser.com or fax to 480-463-2200

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



NOTICE AND AGENDA

SOUTH OGDEN CITY ARTS COUNCIL MEETING

Tuesday, January 5, 2021 – 6:00 p.m.

Notice is hereby given that the South Ogden City Arts Council will hold a meeting at 6 pm on Tuesday, January 5, 2021. 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/southogdencity.

I. CALL TO ORDER – Chair Sallee Orr

II. CONSENT AGENDA

- A.** Approval of December 17, 2019 Arts Council Minutes

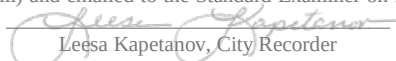
III. DISCUSSION/ACTION ITEMS

- A.** Discussion and Vote On RAMP Grant Project Applications

IV. ADJOURN

Posted to the State of Utah Website December 31, 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 December 31, 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 ARTS COUNCIL MEETING

TUESDAY, DECEMBER 17, 2019
COUNCIL CHAMBERS, CITY HALL

ARTS COUNCIL MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, and Recorder Leesa Kapetanov

CITIZENS PRESENT

Several people were in attendance, but they did not sign the roll.

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

https://www.southogden.city.com/document_center/Sound%20Files/CC191217_1806.mp3 or requested from the office of the South Ogden City Recorder.

Motion from City Council Meeting to convene into Arts Council meeting:

Council Member Strate moved to recess City Council meeting and recess into an Arts Council meeting. The motion was seconded by Council Member Howard. The voice vote was unanimous in favor of the motion.

I. CALL TO ORDER

Chair Sallee Orr called the meeting to order.

00:15:40

II. CONSENT AGENDA

A. Approval of December 5, 2017 Arts Council Minutes

The chair called for a motion to approve the minutes.

00:16:05

Council Member Strate moved to approve the minutes from 2017, followed by a second from Council Member Porter. Arts Council members Porter, Strate, and Hensley voted aye, while Council Members Stewart and Howard abstained because they were not on the Arts Council at the time.

III. DISCUSSION / ACTION ITEMS

A. Discussion and Vote On Projects For Which the City Should Apply For RAMP Grants

- Staff overview 00:16:35

As part of the overview, the Arts Council was told that the City had the opportunity to have Logan Mize as the entertainer for South Ogden Days. Assistant City Manager Doug Gailey asked if staff should move forward to engage Mr. Mize. The consensus of the Council was that they should.

- Motion 00:18:42

Arts Council Member Porter moved that the City should apply for a \$10,000 Arts RAMP grant for South Ogden Days entertainment, followed by a second from Council Member Howard. All present voted aye.

IV. ADJOURN

- Chair Orr called for a motion to adjourn 00:19:19

Arts Council Member Porter moved to adjourn the South Ogden City Arts Council meeting and reconvene as the city council. Council Member Howard seconded the motion. All present voted aye.

The meeting concluded at 6:25 pm.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Arts Council Meeting held Tuesday, December 17, 2019.


Leesa Kapetanov, City Recorder

Date Approved by the Arts Council _____



NOTICE AND AGENDA

SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

TUESDAY, JANUARY 5, 2021 – 6:00 P.M.

Notice is hereby given that the South Ogden City Community Development and Renewal Agency will hold a meeting at 6 pm on Tuesday, January 5, 2021. 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/southogdencity.

I. CALL TO ORDER – Chairman Russell Porter

II. CONSENT AGENDA

A. Approval of December 15, 2020 CDRA Minutes

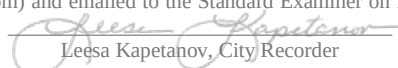
III. DISCUSSION/ACTION ITEMS

A. Consideration of **CDRA Resolution 21-01** – Approving Transfer of Property

IV. ADJOURN

Posted to the State of Utah Website December 31, 2020

The undersigned, duly appointed Board Secretary, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on December 31, 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.

Friendship Park

Legend



Design 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.





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

TUESDAY, DECEMBER 15, 2020 – 6:00 P.M.

COUNCIL CHAMBERS, CITY HALL

BOARD MEMBERS PRESENT

Chairman Russell Porter, Board Members Sallee Orr, Brent Strate, Susan Stewart, and Jeanette Smyth Note: Board Member Smyth joined the meeting via the Microsoft Teams meeting app.

BOARD MEMBERS EXCUSED

Board Member Mike Howard

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, Special Events Coordinator Jaime Healy, and Recorder Leesa Kapetanov

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

CITIZENS PRESENT

No one else attended this meeting.

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

https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC201215_1802.mp3
or by requesting a copy from the office of the South Ogden City Recorder.

Motion from council meeting to enter CDRA Board Meeting:

01:02:40

Council Member Stewart moved to enter into a CDRA Board Meeting. Council Member Orr seconded the motion. Council Members Orr, Strate, Stewart, and Smyth all voted aye.

I. CALL TO ORDER

Chair Porter called the meeting to order at 7:05 pm and moved to the consent agenda.

II. CONSENT AGENDA

A. Approval of October 20, 2020 CDRA Minutes

- The chair asked if there were any comments or corrections to the minutes. Seeing none, he called for a motion to approve them

01:02:56

Board Member Strate moved to approve the October 20, 2020 CDRA minutes, followed by a second from Board Member Smyth. The voice vote was unanimous in favor of the motion.

- Chair Porter then called for a motion to enter into a public hearing for the reasons listed

01:03:12

Board Member Orr so moved, followed by a second from Board Member Stewart. All present voted aye.

III. PUBLIC HEARING

To Receive and Consider Comments on the following items:

A. Proposed Amendment to the City Center Community Reinvestment Area

B. Proposed Amendments to the CDRA FY2021 Budget

- Chair Porter called for a motion to enter into a public hearing for the reasons listed

01:03:12

Board Member Orr so moved, followed by a second from Board Member Stewart. All present voted aye.

- There was no audience in the meeting to make comment; however, Chair Porter stated they would leave online comment open until 7:20 for any comments on the public hearing items. He then called for a motion to close the public hearing, but leave online public comment open until 7:20 pm.

01:03:34

Board Member Strate so moved. The motion was seconded by Board Member Smyth. The vote was unanimous in favor of the motion.

IV. DISCUSSION/ACTION ITEMS

A. Consideration of CDRA Resolution 20-15 – Amending the City Center CRA

- Overview 01:06:07
- There was no discussion on this item; however, it was not yet 7:20, so the chair moved to the next item

B. Consideration of CDRA Resolution 20-16 – Amending the CDRA FY2021 Budget

- Overview 01:04:38
- There were no questions or comments on this item. Chair Porter then returned to item A

A. Consideration of CDRA Resolution 20-15 – Amending the City Center CRA (continued)

- The chair asked if any public comments had been made for either item, and was informed no comments had been made. He then called for a motion to approve CDRA Resolution 20-15. 01:07:33

Board Member Smyth so moved. Board Member Strate seconded the motion. There was no further discussion. The chair called the vote:

Board Member Smyth -	Yes
Board Member Stewart -	No
Board Member Strate -	Yes
Board Member Orr -	Yes

CDRA Resolution 20-15 was approved.

B. Consideration of CDRA Resolution 20-16 – Amending the CDRA FY2021 Budget (continued)

- Chair Porter called for a motion to approved CDRA Resolution 20-16 01:08:00

Board Member Smyth so moved. The motion was seconded by Board Member Strate. There was no further discussion. The chair called the vote:

Board Member Strate -	Yes
Board Member Stewart -	Yes
Board Member Smyth -	Yes
Board Member Orr -	Yes

The CDRA budget amendments were approved.

V. **ADJOURN**

- Chair Porter called for a motion to adjourn 01:08:28

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

The meeting adjourned at 7:11 pm.

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Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community Development and Renewal Agency Board Meeting held Tuesday, December 15, 2020.


Leesa Kapetanov, City Recorder, Board Secretary

Date Approved by Board

CDRA Resolution No. 21-01

A RESOLUTION OF THE SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AUTHORIZING THE TRANSFER OF REAL PROPERTY

WHEREAS, the South Ogden City Community Development and Renewal Agency (the “**Agency**”) is authorized to provide for project area development pursuant to Utah Code Ann. § 17C-1-101 et seq., the Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the “**Act**”); and

WHEREAS, the Agency is authorized by the Act to enter into contracts generally, to acquire and dispose of interest in real property, and exercise other powers as set forth in the Act; and

WHEREAS, the Agency desires to transfer real property owned by the Agency to facilitate development within the City, which will benefit the South Ogden City Center Community Reinvestment Project Area; and

WHEREAS, the Agency desires to authorize the transfer of that certain property upon receipt of a promissory note for the fair market value of the property.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY:

1. The Agency currently owns real property known as Weber County Parcel # 07-082-0027 (the “**Property**”), the development of which will benefit the South Ogden City Center Community Reinvestment Project Area and the City as a whole.
3. Upon receipt of a signed promissory note, substantially in the form attached hereto as **Exhibit A**, the Chair of the Agency is hereby authorized to execute a deed for the Property, substantially in the form attached hereto as **Exhibit B**.
4. Agency personnel, staff, and counsel are hereby authorized to take such actions as may be necessary to accomplish the purposes of this Resolution.
5. This Resolution takes effect immediately upon adoption.

APPROVED AND ADOPTED on the _____ day of _____, 2021.

Russell L. Porter, Chair
*South Ogden City Community Development
and Renewal Agency*

Attest:

Leesa Kapetanov, Secretary

EXHIBIT A

Promissory Note

EXHIBIT B

Form of Deed

\$480,000

Date: _____

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, this Secured Promissory Note is dated as of _____ (“**Secured Promissory Note**”) and evidences an indebtedness of Heavy T LLC, a Utah limited liability company (“**Maker**”), to the South Ogden City Community Development and Renewal Agency (“**Holder**”). For value received, Maker hereby promises to pay to the order of Holder, at such address as Holder shall designate, the amount of four hundred and eighty thousand dollars (\$480,000.00) (“**Secured Amount**”), with interest, in accordance with the terms of this Promissory Note.

1. **Security for Obligation.** Maker’s obligations under this Secured Promissory Note are secured by a lien on certain land owned by Maker in Weber County, State of Utah (the “**Property**”), being more particularly described as:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, AND RUNNING THENCE SOUTH 191.33 FEET, THENCE EAST 286.43 FEET TO THE WEST LINE OF THE STATE HIGHWAY, THENCE NORTH 31°31' WEST ALONG THE WEST LINE OF SAID HIGHWAY 224.45 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER, THENCE WEST 169 FEET TO THE PLACE OF BEGINNING.

Also known as Weber County Parcel # 07-082-0027

2. **Repayment of Promissory Note.** Maker shall pay to the order of Holder the Secured Amount, with interest accruing at the rate of zero percent (0%) per annum, as follows:

2.1 **Maturity Date.** Maker promises to pay to the order of Holder the Secured Amount by no later than December 31, 2023 (“**Maturity Date**”).

2.2 **Payment.** All payments due hereunder are payable in lawful money of the United States in same-day funds. The Secured Amount may be prepaid, in whole or in part, at any time and from time to time without penalty or premium.

2.3 **Acceleration.** The entire unpaid balance of the Secured Amount shall be due and payable prior to the Maturity Date upon Maker’s material breach any of the obligations of this Promissory Note.

2.4 **Reduction in Secured Amount.** The Secured Amount shall be reduced by the total cost of stormwater improvements installed and constructed on the Property prior to the Maturity Date that are reasonably necessary to enable development of a multifamily residential project on the Property, the total cost of which is anticipated to be approximately equal to the Secured Amount.

3. **Severability.** The unenforceability or invalidity of any provision or provisions of this Promissory Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other person or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

4. **Governing Law.** The validity, interpretation and performance of this Promissory Note shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflicts of laws principles.

5. **Jurisdiction and Venue.** The Holder and the Maker acknowledge and stipulate that the obligation hereunder was entered into in the County of Weber, Utah. Any legal action or proceeding to interpret, enforce, or which in any way arises out of this Promissory Note shall be instituted and prosecuted in the appropriate court in the County of Weber, Utah. Holder and Maker expressly waive, to the maximum legal extent, any legal right either Party may have to have such action or proceeding transferred to or prosecuted in any other court or jurisdiction.

6. **Amendments and Modifications.** This Promissory Note may be amended or modified only in writing signed by Holder and Maker.

7. **Time of the Essence.** Time is of the essence of this Promissory Note.

[signatures on following page]

SIGNATURE PAGE TO SECURED PROMISSORY NOTE

MAKER:

HEAVY T LLC

By: _____

Name:

Title:

State of Utah)

§

County of _____)

On this _____ day of _____, 2021, before me, _____, a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

Witness my hand and official seal.

(notary signature)

When Recorded, Return To:
South Ogden City CDRA
Attn: Matt Dixon
3950 S Adams Ave.
South Ogden, UT 84403

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and 00/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a political subdivision of the State of Utah (“**Grantor**”), has bargained and sold, and by these presents do transfer and convey to **HEAVY T LLC**, a Utah limited liability company (“**Grantee**”), certain land in Weber County, State of Utah, being more particularly described as:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, AND RUNNING THENCE SOUTH 191.33 FEET, THENCE EAST 286.43 FEET TO THE WEST LINE OF THE STATE HIGHWAY, THENCE NORTH 31°31' WEST ALONG THE WEST LINE OF SAID HIGHWAY 224.45 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER, THENCE WEST 169 FEET TO THE PLACE OF BEGINNING.

Also known as Weber County Parcel # 07-082-0027

This Special Warranty Deed is subject to all easements, rights of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing property taxes and assessments.

If Grantee does not develop the land within three (3) years of the date of this Special Warranty Deed, the title to the land will automatically revert to Grantor. As used in this paragraph, the term “develop” means constructing a multifamily development of at least 25 residential units and interior square footage of at least 20,000 square feet (as determined by building permit(s) issued by South Ogden City) in compliance with applicable land use and zoning ordinances.

Grantor further covenants and binds itself to warrant and forever defend the title to the property to the said Grantee, Grantee’s successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise.

WITNESS, the hand of said Grantor this _____ day of _____, 2021.

**SOUTH OGDEN CITY COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

By: Russell L. Porter, Chair

State of Utah)
 §
County of Weber)

On this _____ day of _____, 2021, before me, _____, a notary public, personally appeared Russell L. Porter, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

Witness my hand and official seal.

(notary signature)